



Programme Terms and Conditions

Introduction By paying the monthly contribution to Just Rewards by Bestmed, hereafter referred to as Just Rewards, you agree to be bound by these rules. We give you access to the Just Rewards programme and the benefits that you qualify for and choose to use. In certain instances you will be required to activate the benefits and pay the necessary fees. This forms an integral part of the Just Rewards programme and any reference to these terms and Conditions set out in this document read in conjunction with the Application Form constitutes the entire agreement between the parties hereto. The aforesaid must be read in combination with all the annexures, amendments and additions thereto, which may be incorporated from time to time.

1. INTERPRETATION The Just Rewards programme aims to incentivise Just Rewards members to improve their quality of life and reduce their long-term medical costs. Just Rewards incentivises Just Rewards members for looking after their health by giving them access to a range of benefits, including the wellness facilities that we have chosen.

1.1 When interpreting or applying these Standard Terms and Conditions, a person, court, tribunal or commission may consider:

1.1.1 Appropriate foreign and international law;

1.1.2 Appropriate international conventions, declarations or protocols relating to inter alia consumer protection; and

1.1.3 Any decision of a consumer court, ombud or arbitrator in terms of these Standard Terms and Conditions, to the extent that such a decision has not been set aside, reversed or overruled by the High Court, the Supreme Court of Appeal or the Constitutional Court.

1.2 If a provision of these Standard Terms and Conditions requires a document to be signed or initialled by a party to a transaction, that signing or initialling may be effected in any manner recognised by law, including by use of:

1.2.1 An advanced electronic signature, as defined in the Electronic Communications and Transactions Act; or

1.2.2 An electronic signature, as defined in the Electronic Communications and Transactions Act.

1.3 The parties hereto must take reasonable measures to prevent the use of a party's electronic signature for any purpose other than the signing or initialling of the particular document that the party intended to sign or initial.

1.4 When a particular number of business days are provided for between the happening of one event and another, the number of days must be calculated by:

1.4.1 Excluding the day on which the first such event occurs;

1.4.2 Including the day on or by which the second event is to occur; and

1.4.3 Excluding any public holiday, Saturday or Sunday that falls on or between the days contemplated in clauses 1.4.1 and 1.4.2, respectively.

1.5 Unless the context indicates otherwise, any use of the word "includes" or "including" in relation to a defined or generic word or expression, on the one hand, and one or more enumerated examples or specific items, on the other, is not to be construed as limiting the defined or generic expression to the examples or items so enumerated.

1.6 If there is an inconsistency between any provision of the Application Form and these Standard Terms and Conditions, the provisions of these Standard Terms and Conditions shall prevail subject to the following:

- 1.6.1 The provisions of both these Standard Terms and Conditions and the Application Form apply concurrently, to the extent that it is possible to apply and comply with one of the inconsistent provisions without contravening the second; and
- 1.6.2 To the extent that clause 1.6.1 cannot apply, the provision that extends the greater protection to the Just Rewards programme (AGE Business Management Solutions (Pty) Limited) prevails over the alternative provision.
- 1.6.3 No provision of these Standard Terms and Conditions or the Application Form must be interpreted so as to preclude a party from exercising any rights afforded in terms of the common law.
- 1.7 Clause headings are for the purposes of convenience and reference only and shall not be used in the interpretation of these Standard Terms and Conditions, nor modify nor amplify any of its provisions;
- 1.8 There will be a presumption against tautology or superfluity, and every word intended shall have some effect or be of some use;
- 1.9 The Parties shall, wherever necessary or appropriate, be referred to by their defined designations;
- 1.10 A reference to:
- 1.10.1 Any particular gender shall include the other gender;
- 1.10.2 The singular shall include the plural and vice versa;
- 1.10.3 A natural person shall include a juristic person (whether a corporate or unincorporated created entity) and vice versa;
- 1.11 All the annexes (if any) hereto are incorporated herein and shall have the same force and effect as if they were set out in the body of these Standard Terms and Conditions;
- 1.12 Words and/ or expressions defined in these Standard Terms and Conditions shall bear the same meanings in any annexes hereto which do not contain their own defined words and/ or expressions;
- 1.13 Where a period consisting of a number of days is prescribed, it shall be determined by excluding the first and including the last day;
- 1.14 Where the day upon or by which any act is required to be performed is a Saturday, Sunday or public holiday in the Republic of South Africa, the Parties shall be deemed to have intended such act to be performed upon or by the first day thereafter which is not a Saturday, Sunday or public holiday;
- 1.15 Where an expression has been defined and such definition contains a provision conferring a right or imposing an obligation on any Party, then notwithstanding that it is contained only in a definition, effect shall be given to that provision as if it were a substantive provision contained in the body of these Standard Terms and Conditions;
- 1.16 If figures are referred to in numerals and words, the words shall prevail in the event of any conflict between the two;
- 1.17 The contra proferentem rule shall not apply and accordingly, none of the provisions hereof shall be construed against or interpreted to the disadvantage of the Party responsible for the drafting or preparation of such provision;
- 1.18 The “generalia specialibus non derogant” rule will apply and accordingly general words (rules) will not derogate from special ones.
- 1.19 The “expressio unius est exclusio alterius” rule will apply and accordingly an expression of one thing is the exclusion of the other.

1.20 A reference to any statutory enactment (including statutes, ordinances, regulations and by-laws) shall be construed as a reference to that enactment as at the Signature Date and as amended or re-enactment as at the Signature Date and as amended or re-enacted or substituted from time to time thereafter;

1.21 A reference to any legal principle, doctrine or process under South African law shall include a reference to the equivalent or analogous principle, doctrine or process in any other jurisdiction in which the provisions of these Standard Terms and Conditions may apply or to the laws of which a Party may be or become subject;

1.22 Unless specifically provided to the contrary, all amounts referred to in these Standard Terms and Conditions are inclusive of VAT;

1.23 The expiration or termination of these Standard Terms and Conditions shall not effect such of its provisions as expressly provide that they will continue to apply after such expiration or termination or which of necessity must continue to apply after such expiration or termination.

1.24 Upon the initialling of every page and the full signature on the last page of the Application form the Applicant expressly agree to be bound by the terms and conditions set out therein, as well as these Terms and Conditions, which is unconditionally accepted to be the terms and conditions regulating the relationship between the parties, thereby making the terms of this document and the Application Form legally binding on both parties.

1.25 It is also hereby understood that the annexure (if any) attached to this document will become part of these Standard Terms and Conditions if communicated to the Applicant by means or regular communication.

1.26 It is hereby also explicitly stated and guaranteed that both signatory parties hereto have extensively perused the terms of these Standard Terms and Conditions and have reconciled themselves therewith, thus accepting it as a true reflection of the full meeting of their minds.

1.27 Where these Standard Terms and Conditions or the Application Form itself requires a Party to use its "Best Endeavours" in relation to an act or omission, that Party shall do all things as may be reasonably necessary or desirable so as to achieve that act or to omit taking an action, unless the Parties agree that it is not reasonable to take action or to omit taking an action.

1.28 The "expression unius est exclusion alterius" rule, which excludes tacit terms in the contract which would conflict the express terms, will be applicable.

2. DEFINITIONS In these Standard Terms and Conditions:

2.1 "Activation fee" (certain partners only) means the amount a Just Rewards principal member, spouse, adult dependant and/or child dependant aged 18-years and older may be required to pay to a rewards partner in order to start utilising a benefit provided by that partner.

2.2 "Applicant", "You", "your" means the principal applicant as indicated on the Application Form applying for Just Rewards membership to the Just Rewards programme unless indicated differently, where it may also refer to a beneficiary;

2.3 "Application Form" means the form completed by the Applicant, confirming his/her/their intention to apply for Just Rewards membership to the Just Rewards programme;

2.4 "Beneficiary" means the Just Rewards principal member, spouse, and/or any other dependant.

2.5 "Benefit(s)" means the benefits available to paid up Just Rewards members through the Just Rewards programme and our partners.

2.6 "Consumer Protection Act" means the Consumer Protection Act, Act 68 of 2008, which came into operation on 1 April 2011, to promote a fair, accessible and sustainable marketplace for consumer products and services and for that purpose to establish national norms and standards relating to consumer protection, to provide for improved standards of consumer information, to prohibit certain unfair marketing and business

practices, to promote responsible consumer behaviour, to promote a consistent legislative and enforcement framework relating to consumer transactions and agreements, to establish the National Consumer Commission, to repeal sections 2 to 13 and sections 16 to 17 of the Merchandise Marks Act, 1941 (Act No. 17 of 1941), the Business Names Act, 1960 (Act No. 27 of 1960), the Price Control Act, 1964 (Act No. 25 of 1964), the Sales and Service Matters Act, 1964 (Act No. 25 of 1964), the Trade Practices Act, 1976 (Act No. 76 of 1976), the Consumer Affairs (Unfair Business Practices) Act, 1988 (Act No. 71 of 1988), and to make consequential amendments to various other Acts; and to provide for related incidental matters.

2.7 “Companies Act” means the Companies Act, 2008 (Act 71 of 2008);

2.8 “Company” means a juristic person incorporated in terms of this Act, a domesticated company, or a juristic person that, immediately before the effective date:

2.8.1 Was registered in terms of the:

2.8.1.1 Companies Act, 1973 (Act No. 61 of 1973), other than as an external company as defined in that Act; or

2.8.1.2 Close Corporations Act, 1984 (Act No. 69 of 1984), if it has subsequently been converted in terms of Schedule 2 of the Companies Act;

2.8.1.3 Was in existence and recognised as an “existing company” in terms of the Companies Act, 1973 (Act No. 61 of 1973); or

2.8.1.4 Was deregistered in terms of the Companies Act, 1973 (Act No. 61 of 1973), and has subsequently been re-registered in terms of this Act;

2.9 “Court”, in relation to any corporation means any court having jurisdiction in terms of section 7 of the Act; and any offence under the Act, means any court having jurisdiction in respect of that offence;

2.10 “Dependant(s)” means someone who is sustained by another person, such as a child supported by his or her parent(s). To qualify for recognition in terms hereof as a dependant, the person must:

2.10.1 not be married;

2.10.2 be a biological child, stepchild, legally adopted or a foster child of the Just Rewards principal member;

2.10.3 be between 18 and 21-years-old; and

2.10.4 either be a full-time student or not be supporting him or herself.

2.10.5 To qualify for recognition in terms hereof as a Child dependant under 18-years the person must:

2.10.5.1 Not be married;

2.10.5.2 Be a biological child, stepchild, legally adopted or a foster child of the Just Rewards principal member;

2.10.5.3 Be under 18-years-old; and

2.10.5.4 Either be a full-time student or not be supporting him or herself.

2.10.6 To qualify for recognition in terms hereof as an adult dependant the person must:

2.10.6.1 Not qualify as a child dependant;

2.10.6.2 Be at least 21-years-old;

2.10.6.3 Be wholly or financially dependent on the Just Rewards principal member for financial support;

2.10.6.4 Be related to the principal member in one of the following ways:

2.10.6.4.1 By blood or marriage;

2.10.6.4.2 Through a legal process of adoption or fostering;

OR

2.10.6.4.3 Be the divorced spouse of a Just Rewards principal member;

OR

2.10.6.4.4 Be the second spouse of a Just Rewards principal member under legally recognised customary union.

2.11 "Effective date" means the date on which the Applicant's first monthly contribution is deducted from the Applicant's designated bank account, where after the Applicant becomes a Just Rewards member of the Just Rewards programme;

2.12 "Electronic" includes created, recorded, transmitted or stored in digital or other intangible form of electronic, optical or similar means;

2.13 "Financial year" means each period of 12 months ending on 31 December;

2.14 "Just Rewards", "we", "us", "our" means AGE Business Management Solutions (Pty) Limited, a private limited Company registered under the Laws of South Africa, with registration number 2006\032774\07, and physical business address at Ground Floor, Lakeview Building, 1277 Mike Crawford Avenue, Centurion, Gauteng, RSA, 0517.

2.15 "Just Rewards programme" means a programme, developed to improve their quality of life and reduce the onset of lifestyle diseases as administered by AGE Business Management Solutions (Pty) Limited.

2.16 "Just Rewards principal member", "Just Rewards members", "Just Rewards member", and/ or "spouse" means the person applying for Just Rewards membership, by completing the Application Form for Just Rewards membership at the Just Rewards programme. A Just Rewards member may be a Just Rewards principal member or a beneficiary depending on the context.

2.17 "Just Rewards Membership activation date"/"Effective date" means the date when a benefit becomes available to the paid up Just Rewards members excluding those benefits which may fall under any waiting period rule.

2.18 "Monthly contribution" means the monthly Just Rewards membership fee that the Just Rewards principal member must pay Just Rewards to enjoy rights of Just Rewards membership on the Just Rewards programme.

2.19 "Partner" means any association or entity which Just Rewards has contracted with to provide benefits to Just Rewards paid up Just Rewards members.

2.20 "prescribed" means prescribed by regulation;

2.21 "Spouse" means a spouse of a Just Rewards principal member to whom the Just Rewards principal member is married or to whom the Just Rewards principal member is in a union recognised in accordance with any law or custom, which includes but is not limited to civil, customary, Muslim, Hindu marriages or domestic partnerships;

3. PURPOSE OF THE JUST REWARDS PROGRAMME

3.1 The Just Rewards programme aims to encourage Just Rewards members to improve their quality of life and reduce the onset of lifestyle diseases. Just Rewards incentivises Just Rewards members for looking after their health by giving them access to a range of benefits, including the wellness facilities that we have chosen.

3.2 These Terms and Conditions, as well as the Application form govern the relationship between Just Rewards (us) and the Just Rewards principal member (you). Beneficiaries on your policy are also bound by these rules. Any rules that apply to you will, therefore, also apply to your beneficiaries.

4. CONDITIONS OF JUST REWARDS MEMBERSHIP

4.1 You agree to the main rules by completing and submitting the Application Form whereafter you will effect your monthly contribution to Just Rewards, thereby accepting and agreeing that these rules and any changes that we may make to the rules from time to time will apply to you and your beneficiaries.

4.2 You agree to the benefit rules .You have the choice whether to use the Just Rewards benefits. If you choose to use them, you are bound by the benefit rules and the business practices of the Just Rewards programme's partners.

4.3 You can get the full set of benefit rules if you e-mail a request to info@justrewards.co.za or call +27 11 064 4613. You can find a summary of the benefit rules in the Just Rewards section of the Bestmed website.

5. WHO QUALIFIES AS A JUST REWARDS PRINCIPAL MEMBER?

To be a Just Rewards principal member of Just Rewards you must complete the Application Form and make a monthly payment (or consent to a third party making the payment on your behalf) to Just Rewards for the Just Rewards programme.

6. PERMISSION TO PROCESS AND DISCLOSE INFORMATION AND TO COMMUNICATE WITH YOU

6.1 Just Rewards hereinafter referred to as "we" will keep your information and the information about those you apply for confidential. You agree to us processing and disclosing your information in the following manner:

6.1.1 We will only share your information or that of any dependant on your Just Rewards membership if it is requested by a third party who you have already given your written consent to for the disclosure of this information and the party that we share the information with agrees to keep the information confidential. If we want to share your information for any other reason, we will do so only with your written permission.

6.1.2 We may collect, collate, process, store and disclose your personal information as contained in your application form and any information that is provided to us after the inception of your Just Rewards membership. For the administration of the Just Rewards programme, provision of any services that you or any dependant on your Just Rewards membership may require, provision of relevant information to a contracted third party who requires such information to render a service to you or any dependant on your Just Rewards membership and only if such a contracted third party agrees to keep the information confidential.

6.1.3 When providing us with personal information about a dependant on your Just Rewards membership, you confirm that they have provided you with appropriate written permission to disclose that information to us. This includes consent to the administration of their Just Rewards membership to Just Rewards, the provision of any services to them as required, the provision of relevant information to a contracted third party who requires such information to render a service to them.

6.1.4 We may communicate to you any changes to your Just Rewards membership, including any changes in your contributions or any changes/enhancements to the benefits you are entitled to.

6.1.5 Just Rewards, any entity associated with us as well as contracted third party service providers will keep you updated on information about any offers, benefits or new products that you may be eligible for.

6.2 Please contact us on +27 87 825 0677 if you do not wish to receive any direct marketing information from us.

7. FEES

7.1 Monthly contribution you pay to Just Rewards: The monthly contribution will be calculated on the basis of the programme option of your Just Rewards membership.

7.2 Extra fees for using benefits: There may be extra fees for using certain partners or benefits. The fees may be due to the partners or directly to Just Rewards and may include, but is not limited to activation fees and monthly fees.

8. JUST REWARDS BENEFITS

8.1 Who can use Just Rewards benefits: Just Rewards benefits are available only to Just Rewards members.

8.2 When can Just Rewards members start using benefits: You can start using benefits from the activation date of your Just Rewards membership, being the effective date. This date is reflected on the welcome letter we send to Just Rewards members. The activation date will be the day on which your first contribution to Just Rewards is effected.

8.3 Waiting periods for new Just Rewards members: Just Rewards may apply waiting periods to new Just Rewards members for certain benefits. The waiting period will prevent a new Just Rewards member from using a benefit for a period of time.

8.4 Transfer of rights to the benefits: You may not transfer Just Rewards membership rights or rights to benefits to another person. Just Rewards members may not use a Just Rewards membership as security for any debt.

8.5 Underutilisation Rules: On some benefits you may be required to utilise the partner's facility a specified minimum number of times. Failure to meet these minimum utilisation rules could result in your rights to the benefits being altered or terminated. See benefit rules for more details.

8.6 Changing Just Rewards membership types: A Change to your Just Rewards membership may occur if:

8.6.1 You add a spouse;

8.6.2 You remove a spouse;

8.6.3 You add a dependant;

8.6.4 A child dependant becomes an adult dependant;

8.6.5 A child dependant turns 18-years old; OR

8.6.6 You remove a dependant.

8.7 Changes to the rules: We reserve the right to amend these rules and the benefit rules from time to time, at our sole discretion. Generally, changes take effect from 1 January, although we occasionally implement changes to the rules during the calendar year. We will give you advance notice of any intended changes to benefits and fees within a reasonable time. If we are terminating a benefit altogether we will provide you with reasonable notice. Any changes to these rules will be approved by Just Rewards.

8.8 Ending the Just Rewards membership or benefits:

8.8.1 If you no longer qualify;

8.8.2 We will terminate your Just Rewards membership if you no longer qualify for a Just Rewards membership;

8.8.3 If we do not receive payment ;

8.8.4 We will terminate your Just Rewards membership if you do not pay the full monthly contribution fee to Just Rewards;

8.8.5 If we believe there is inappropriate or fraudulent use

8.8.6 We will terminate any right you have in the Just Rewards programme if we believe that you are abusing the benefits or privileges of the programme.

8.8.7 We may terminate your Just Rewards membership should you breach any of our rules.

8.9 If your Just Rewards membership ends. Please note that if your Just Rewards membership is terminated for any reason the following will be effected immediately:

8.9.1 Your rights to benefits will cease; and

8.9.2 We will not refund any fees paid for the Just Rewards programme or its benefits.

8.10 To cancel a Just Rewards membership: As the Just Rewards principal member you must provide Just Rewards 30 calendar days' written notice if you wish to cancel your Just Rewards membership, without having to assign any reason thereto.

9. JURISDICTION

Immaterial of the place of signature, by choice of law, these Standard Terms and Conditions shall be construed, governed and controlled by the substantive and procedural laws of South Africa.

10. DISPUTES AND ARBITRATION

10.1 Any disputes arising out of or relating to these Standard Terms and Conditions or the Application Form, may first be resolved by the parties through bona fide discussion within 7 (seven) days of such dispute having been declared by any of this parties. Should they fail to resolve the dispute, it may then be referred to arbitration by either party. The provision of paragraph 10.2 relating to the notice, will also apply to this subclause.

10.2 Should the parties agree to follow arbitration as a manner of dispute resolution, then the following rules shall apply:

10.2.1 Subject to 10.1 being exhausted, any dispute may then be referred to arbitration. Either party to the dispute will be entitled to require, by written notice addressed to the other party to these Standard Terms and Conditions to which notice particulars of the nature of the dispute be given, be submitted to arbitration in terms to this clause.

10.2.2 Subject to the provisions of this paragraph, the arbitration will be held under the provisions of the arbitration laws for the time being in force in South Africa (as it is constituted from time to time).

10.2.3 The arbitrator will be an independent person agreed upon by the parties to the dispute and, failing such agreements within 5 (five) days after the date on which the arbitration is requested by a party to the agreement, will be appointed by the Chairman and, failing him, any competent officer for the time being of the Arbitration Foundation of South Africa who may be requested on notice by either party to make the appointment at any time after the expiry of that five-day period.

10.2.4 Immediately after the arbitrator has been agreed upon or appointed, the party who has given the notice shall request the arbitrator to fix a date and place when and where the arbitration proceedings will be held and to settle the procedure and manner in which the arbitration proceedings will be held.

10.2.5 The arbitration will be held in Pretoria in accordance with the formalities and procedure settled by the arbitrator, and may be held in an informal and summary manner, on the basis that it will not be necessary to observe or carry out the usual formalities or procedures, pleadings and discovery or the strict rules of evidence.

10.2.6 In the absence of an agreement between the parties or a ruling by the arbitrator, a party wishing to use any document, photograph, audio or video tape recording, or any other exhibit of a like nature (referred to in this clause as "the exhibits") must furnish particulars thereof to the arbitrator and the other party to the arbitration no later than 10 (ten) days prior to the hearing fixed for the arbitration. The notice giving particulars must include an address at which the exhibits may be inspected and the party giving notice must, if requested to do so by the other party, provide a copy of any of the exhibits. The cost of making such copy will be costs in the arbitration.

10.2.7 The arbitration will be held as soon as possible after it is requested with a view to it being completed within 30 (thirty) days if possible, after it has been so requested.

10.2.8 The arbitrator will be entitled to make such award, including an award for specific performance, an interdict, damages or otherwise as he in his sole discretion may deem fit and appropriate and to deal as he deems fit with the question of costs, including, if applicable, legal costs and his own fees.

10.3 Any award made by the arbitrator:

10.3.1 Will be final and binding on the parties to the agreement; and

10.3.2 May be made an order of any court to whose jurisdiction the parties are subject.

10.4 None of the above clauses will preclude either party from approaching a court of competent jurisdiction for an order, pending the decision of the arbitrator or pending the finalisation of the arbitration proceedings or under any other circumstances.

11. DOMICILIUM CITANDI ET EXECUTANDI

11.1 The Parties choose as their respective domicilia citandi et executandi for all purposes under these Standard Terms and Conditions, whether in respect of payments, court process, notices or other documents or communications of whatsoever nature the following addresses:

11.1.1 AGE Business Management Solutions (Pty) Limited

11.1.2 Physical Address: Ground Floor, Lakeview Building, 1277 Mike Crawford Avenue, Centurion, Gauteng, RSA, 0517

11.1.3 Postal Address: P.O. Box 907, Irene, Gauteng, RSA 0062

11.1.4 Tel: +27 87 825 0677

11.1.5 Fax: +27 86 235 8579

11.1.6 E-mail: info@justrewards.co.za

11.2 The Applicant chooses his/her/their address for purposes hereof the physical address as set out in the Application Form.

11.3 Any notice of communication required or permitted to be given in terms of these Standard Terms and Conditions shall be valid and effective only if given in writing but it shall be competent to give notice by telefax, provided receipt is received confirming due completion of transmission.

11.4 Any Party may by notice to the other/s change the physical address chosen as its domicilium citandi et executandi to another physical address in the Republic of South Africa, or its telefax number, provided that the change shall only become effective upon receipt of the notice by the addressee.

11.5 Any notice to a Party which is:

11.5.1 Sent by prepaid registered post in a correctly addressed envelope to it at its domicillium citandi et executandi shall be deemed to have been received on the 10th day after posting (unless the contrary is proved); or

11.5.2 Delivered by hand to a responsible person during ordinary business hours at its domicillium citandi et executandi shall be deemed to have been received on the day of delivery; or

11.5.3 Transmitted by telefax to its chosen telefax number (if any) stipulated in 4.1 above, shall be deemed to have been received on the date of dispatch (unless the contrary is proved); or

11.5.4 Transmitted by electronic mail to its chosen e-mail address (if any) stipulated in 4.1 above, shall be deemed to have been received on the first business day succeeding the date of dispatch (unless the contrary is proved).

11.6 Notwithstanding anything to the contrary herein contained, a written notice of communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicillium citandi et executandi.

12. GENERAL

The Parties acknowledge and agree that:

12.1 These Standard Terms and Conditions and the Application Form constitutes the entire contract between them and that no provisions, terms, conditions, stipulations, warranties or representations of whatsoever nature, whether express or implied have been made by any of the Parties or on their behalf except as are stated herein. Each of the Parties acknowledges that it has been free to secure independent legal advice as to the nature and effect of all of the provisions of these Standard Terms and Conditions and that it has either taken independent legal advice or dispensed with the necessity of doing so. Further, each of the Parties acknowledges that all of the provisions of these Standard Terms and Conditions and the restrictions herein contained are fair and reasonable in all the circumstances and are part of the overall intention of the Parties in connection with these Standard Terms and Conditions.

12.2 No relaxation, extension of time, latitude or indulgence which any Party ("the grantor") may show, grant or allow to another ("the grantee") shall in any way constitute a waiver by the grantor of any of the grantor's rights in terms of these Standard Terms and Conditions and the grantor shall not thereby be prejudiced or estopped from exercising any of its rights against the grantee which may have then already arisen or which may arise thereafter;

12.3 No alteration, variation, amendment or purported consensual cancellation of these Standard Terms and Conditions or any deletion there from shall be of any force or effect unless reduced to writing and signed by or on behalf of the Parties;

12.4 The Parties have undertaken to each other to do all such things, take all such steps and to procure the doing of all such things and the taking of all such steps as may be necessary, incidental or conducive to the implementation of the provisions, terms, and conditions hereof and use their best endeavours therein.

12.5 Nothing in these Standard Terms and Conditions shall create a partnership or joint venture between the Parties hereto and save as expressly provided in these Standard Terms and Conditions neither party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf of or pledge the credit of or otherwise bind or oblige the other party hereto.

12.6 In the event that any provision of these Standard Terms and Conditions shall be declared invalid or null and void, such declaration shall not affect the validity of any other provisions of these Standard Terms and Conditions.

12.7 The Parties shall replace the invalid provision(s) with other provision(s) which differ as little as possible from the valid one(s) taking into account the object and purpose of these Standard Terms and Conditions.

12.8 These Standard Terms and Conditions constitutes the entire agreement between the parties who acknowledge that there are no other oral or written understandings or agreements between them relating to the subject matter of these Standard Terms and Conditions. No amendment or other modification of these Standard Terms and Conditions shall be valid or binding on a party hereto unless reduced to writing and executed by both parties hereto.

12.9 These Standard Terms and Conditions shall be deemed to have been made in the Republic of South Africa and the construction, validity and performance of these Standard Terms and Conditions shall be governed in all respects by the law of the Republic of South Africa.

12.10 The Applicant accedes by agreement to the jurisdiction of the High Court of South Africa, NORTH GAUTENG PROVINCIAL DIVISION alternatively the Magistrates Court Jurisdiction, for the DISTRICT OF PRETORIA, whichever may be applicable, keeping in mind the amount sued for, or relief requested.

12.11 The Applicant agrees that AGE Business Management Solutions (Pty) Limited is not bound by any warranties, representations, undertakings or the like, express or implied, with regard to the services rendered in terms hereof or any other matter affecting Just Rewards Programme (AGE Business Management Solutions (Pty) Limited). The Applicant acknowledges that it is fully acquainted with all of the affairs of AGE Business Management Solutions (Pty) Limited .

12.12 Only Just Rewards programme (AGE Business Management Solutions (Pty) Limited) may cede, transfer or assign any of its rights, duties and obligations in terms of these Standard Terms and Conditions without the express written consent of the other party.

12.13 Each Party warrants to the other that it has the power, authority and legal right to sign and perform these Standard Terms and Conditions and that these Standard Terms and Conditions has been duly authorised by all necessary actions of its directors or Board of Directors, Shareholders, subsidiaries, as the case may be, and constitutes valid and binding obligations on it in accordance with the terms of these Standard Terms and Conditions.

12.14 All payments in terms of or arising out of these Standard Terms and Conditions and the Application Form shall be made free of bank charges, commission and all other deductions to the Party entitled thereto. Neither Party shall have the right to defer, adjust or withhold any payment due to the other in terms of or arising out of these Standard Terms and Conditions or to obtain deferment of judgment for such amount or any execution of the judgment by reason of any set off or counterclaim. All amounts due by one Party to another, including damages, in terms of or arising out of these Standard Terms and Conditions shall, unless

paid on due date, bear interest from the due date to date of payment. Interest shall be calculated at the Prime Rate AND capitalised monthly in arrears on the balance due.

13. FORCE MAJEURE

Notwithstanding anything to the contrary contained in these Standard Terms and Conditions the Parties agree that in the event of any of them failing to perform its obligations hereunder, excepting the obligation to pay money when due, the same shall not constitute a breach of these Standard Terms and Conditions when and while, and to the extent that such failure shall be caused by act of nature fire, riot, insurrection, civil disturbance, war, accidents, labour disturbance, compliance with acts or requests of any Government authorities (foreign or domestic), or by any cause beyond reasonable control, or risk of non-performing party, whether or not similar to any of the foregoing events.

14. BREACH OF CONTRACT

Should either party:

14.1 Fail to make payment of any sum required in terms of these Standard Terms and Conditions and/or the Application Form; or

14.2 Fail to observe any provision or perform any other term or condition of these Standard Terms and Conditions; or

14.3 Suffer any default judgment against it to remain unsatisfied for 14 (fourteen) days, or

14.4 Be refused rescission of any judgment and fail to lodge an appeal against such judgment within 21 (twenty-one) days and thereafter prosecute such appeal diligently, or

14.5 Be placed under judicial management or be wound up, whether compulsorily or voluntarily, or

14.6 Compromise with its creditors, or attempt to do so, or

14.7 Commit any act of insolvency as defined in the Insolvency Act 24 of 1936, as amended, and in the event of the Applicant failing to remedy such breach or failure within a period of 7 (seven) days of notice to it to remedy such breach or failure,

Then the other party (“aggrieved party”) will have the right, without prejudice to such rights as the aggrieved party may have at law, including the right to claim damages:

14.8 To enforce the relevant provisions of these Standard Terms and Conditions, or

14.9 Cancel the agreement by means of written notice to the Defaulting party, to claim damages, and to retain all moneys to be paid in respect of the Agreement as liquidated damages.

15. INDEMNITIES

15.1 The Applicant indemnifies AGE Business Management Solutions (Pty) Limited and holds it harmless against any claim by any third party in respect of any liability relating to or arising out of the services rendered in terms of the Application Form, These Standard Terms and Conditions and the Just Rewards programme, the cause of action of which arose during or after the contract period. Should any such claim be made against AGE Business Management Solutions (Pty) Limited, the Applicant will be obliged immediately to settle or defend such claim together with all costs connected therewith.

15.2 The Applicant acknowledges that, with effect from the Effective Date, it has no claim of any nature whatsoever against AGE Business Management Solutions (Pty) Limited and, to the extent that it has any such claim, it fully waives and abandons each such claim for the benefit of AGE Business Management Solutions (Pty) Limited.

15.3 The Applicant indemnifies AGE Business Management Solutions (Pty) Limited, its Directors, Shareholders, Subsidiaries, Employees, Representatives and Agents and agrees to hold AGE Business Management Solutions (Pty) Limited, its Directors, Shareholders, subsidiaries, employees, representatives and agents harmless against any and all costs, claims, expenses, liabilities, demands, losses and actions, which AGE Business Management Solutions (Pty) Limited, its Directors, Shareholders, Subsidiaries, Employees, Representatives or Agents may suffer as a result of any claim made by any person in respect of the services after the Effective Date.

16. COSTS

The costs for drawing this contract, including consultations, shall be borne by Just Rewards programme (AGE Business Management Solutions (Pty) Limited). In the event that the Applicant shall obtain independent legal advice pertaining to the contract, the Applicant shall be solely responsible for its legal costs so incurred.

17. NOTICES

17.1 Every notice, consent or other communication required or permitted hereunder from either party shall be in writing. It shall be sufficiently given or transmitted if and when:

17.1.1 Hand-delivered to the other party at its domicilium address, or at such other address as the party may have designated in writing;

17.1.2 Transmitted by means of a telefax to the addressee's telefax number and in respect of which telefax an acknowledgement has been received; or

17.1.3 Deposited in the mail, duly registered with postage prepaid for prompt delivery and addressed to the other party at its domicilium address, or at such other address as the addressee may have designated in writing. A notice deposited in the mail in terms of this sub-clause shall be deemed to have been delivered on the fourth business day after the date of posting.