



1 Scope

1.1 This booklet sets out the conditions upon which Unilife Limited ('Unilife') accepts Business from an Intermediary and permits use of its online facilities and systems for submission and management of new and existing Business.

'Act' means the Appropriate Financial Services and Markets Act.

'Authority' means:

1.1.1 the authority of the FCA, MFSC, designated professional body or appropriate Regulating Authority for the distribution of Unilife financial products in the Territory, where applicable; or

1.1.2 where authorisation is not required, advising in respect of Business in accordance with standards of practice acceptable to Unilife and in such a way that there is no contravention of the laws of the relevant Territory.

'Business' means such of Unilife's financial products for which the Intermediary has Authority.

'Client' means a client or potential client of the Intermediary.

'Exempt Professional Firm' means a person who has met the conditions under the Appropriate Financial Services Act and whose regulated activities may be treated as exempt regulated activities. In addition, this person has indicated acceptance of these Terms through completion of the registration form.

'Unilife Website' means <http://www.ses-zambia.unilife-africa.com> and any other Group website at which an Intermediary may access the System.

'Non-indemnity Commission' bears the meaning in the Schedule.

'Intellectual Property Rights' means any and all copyright, rights in databases, patents, trademarks, service marks, trade names, design rights, domain names, know-how and all or any other intellectual or industrial property rights, whether or not registered or capable of registration, howsoever arising and in whatever media. It also applies to any applications for the protection or registration of these rights and all renewals and extensions, in any part of the world, together with all or any goodwill relating thereto.

'Interest Rate' means a rate of 1.5% per month compounded monthly, subject to variation by Unilife upon not less than 14 days' written notice to the Intermediary.

'Intermediary' means a person, firm or body corporate who has Authority to carry out business in the Territory, or an Exempt Professional Firm who has indicated agreement to these Terms.

'Personal Data' shall have the meaning set out in the Data Protection Act 1998.

'Regulating Authority' means the FCA, MFSC or the governing body, if any, performing a similar function to the FCA, that is responsible for regulating Business transacted in the Territory.

'Regulations' means the rules of the FCA or MFSC, designated professional body or Regulating Authority (whichever is applicable).

'Schedule' means the document (as varied and replaced from time to time) that contains details of the standard terms in respect of commission currently payable to the Intermediary upon the sale of Unilife's financial products.

'System' means the method or methods specified by the Group by which Business is conducted online or by any other electronic communications network or service provided by the Group from time to time.

'Terms' means all the terms contained in this booklet, the Schedule, and the terms and conditions Unilife has indicated from time to time to be applicable to the conduct of Business (including but not limited to the submission and management of new and existing Business). It also refers to all instructions issued on behalf of Unilife relating to the use of the System, whether as to security or not.

'Territory' means the country or countries where the Intermediary has Authority or exemption to act as an Intermediary and from which Unilife has agreed to accept Business.

'Third Party' bears the meaning set out in Clause 11.

1.2 Reference to a statutory provision includes a reference to that statutory provision as from time to time amended, extended or re-enacted and any Regulations made under it.

1.3 Where the context so requires or admits, words of the masculine gender shall be deemed to include the feminine and neuter genders and vice versa, and words in the singular shall be deemed to include the plural.

1.4 The Terms are subject to Unilife's acceptance of the Intermediary's application.

1.5 Unilife reserves the right, at its discretion, not to accept Business from the Intermediary.

1.6 The Intermediary shall explain to the Client the Intermediary's role and make it clear that the Intermediary acts in all respects as the agent of the Client and not as the agent of Unilife except where it is necessary to meet the Intermediary's responsibilities to the Group. This includes the collection and supply to Unilife of the information that Unilife requires to assess the application for Business. However, the Intermediary shall not collect monies on behalf of the Group.

If any provision (or part of a provision) in these Terms is invalid or unenforceable to any extent or for any purpose, this shall not affect the validity or enforceability of that provision for other purposes or the remaining provisions (or the rest

of the provision in question). It shall be deemed to be severed to that extent for that purpose, subject to such consequential modifications as may be necessary as a result.

- 1.8 The Intermediary agrees to exercise care and control over who has access to the System and will ensure that Unilife is made aware of any changes to access as these occur. The Intermediary also agrees only to access data that is appropriate to the Intermediary and the Intermediary's business.
- 1.9 The Intermediary shall ensure that all communications from and actions taken by the Intermediary on behalf of the Client are correct, and that all data submitted to Unilife are accurate. Where applicable, this should be issued in accordance with the Client's wishes and instructions.
- 1.10 The Intermediary shall ensure that any person whose services are used in the activities covered by this Agreement is authorised or exempt.
- 1.11 The Intermediary shall inform Unilife immediately upon the occurrence of any of the events listed in Clause 9.1.2.
- 1.12 The Intermediary agrees to comply with the Terms and the Regulations.
- 1.13 The Intermediary will notify Unilife in writing forthwith in the event of any of the following events occurring:
 - 1.13.1 there is a change to the beneficial owner/s, directors, controllers of the legal and regulatory status or domicile of the Intermediary; or
 - 1.13.2 the Intermediary changes its trading name, correspondence address, registered office, or in the case of a sole trader or partnership, the Intermediary becomes incorporated; or
 - 1.13.3 the Intermediary's beneficial owner/s, directors or controllers are, or become, subject to any disciplinary proceedings instituted by a designated professional body or Regulating Authority and if the same are convicted of any criminal offence (excluding motoring offences).
- 1.14 The Intermediary shall ensure that all data submitted to the Group is accurate to the best of the Intermediary's knowledge and has been obtained through discussion with the Client.
- 1.15 Unilife reserve the right, in the event that new legislation or regulations are introduced into the Territory, to require the Intermediary to seek authorisation under that legislation or regulation. Where such legislation or regulation is introduced and the Intermediary fails to apply for authorisation, Unilife reserves the right to deem the Intermediary no longer to have Authority for the purposes of these Terms.

2 Commission

- 2.1 All matters relating to the payment of commission by Unilife to the Intermediary shall be governed by such of the Regulations as relate to commission. The Intermediary should refer to the Schedule for details on Unilife's commission payment system.
- 2.2 Unilife will credit or pay commission on all Business introduced to Unilife by the Intermediary and accepted by Unilife. The amount of commission and the terms upon which it is paid in respect of each item of Business will be as specified in the Schedule current at the time of the transaction. This will be subject to any adjustments of which written notification has been given to the Intermediary.
- 2.3 All premiums, including the first premium, must be remitted by the Client to Unilife without deduction of commission.
- 2.4 Unilife reserve the right to cease payment of commission

in the following circumstances:

- 2.4.1 the entry of the Intermediary into voluntary arrangements with the Intermediary's creditors; the commencement of bankruptcy or 'winding up' proceedings against the Intermediary; the appointment of a receiver or of an administrative receiver over the assets of the Intermediary; or the entry of the Intermediary into liquidation (whether voluntary or compulsory or due to analogous proceedings in that Territory);
- 2.4.2 the Intermediary or the Client notifies Unilife that the Intermediary is no longer to be the agent of the Client;
- 2.4.3 termination of these Terms by Unilife; or
- 2.4.4 the Intermediary breaching these Terms.
- 2.5 Unilife's Statement of Account (which may be contained in writing, computer record, or any other method of communication agreed by Unilife and the Intermediary) shall be the prime record of commission due to the Intermediary.
- 2.6 Unilife may defer payment until a total of at least US \$500 (or equivalent in local currency), or such other amount as Unilife may notify from time to time, is due.
- 2.7 In the event of any claim or dispute arising between two or more Intermediaries in respect of any commission relating to a Unilife contract or policy, Unilife shall have the discretion to direct to whom such commission shall be payable and Unilife's decision in this respect shall be final. This provision shall not affect any rights between the Intermediaries themselves.
- 2.8 Unilife can accept no responsibility for the tracing of 'missing' commission once it is paid in good faith to the Intermediary's designated bank account.
- 2.9 Payment of commission will be paid by BACS but upon request, payment may be made by other methods subject to the levying of a charge.
- 2.10 The Intermediary acknowledges that Unilife does not allow it to make onwards payments of commission other than to a designated sub-agent.
- 2.11 If at anytime the Intermediary is indebted to Unilife Limited then Unilife shall be entitled to retain any monies which it may owe or hold for the Intermediary, whether as commission or otherwise, and set off such monies against the repayment of such indebtedness and accrued interest (if any).

3 Documentation

- 3.1 The Intermediary will pass on immediately, without amendment, any documentation that is either supplied by Unilife for the benefit of or completion by the Client, or is provided by the Client in relation to Business or any proposal thereof.
- 3.2 The Intermediary will produce to Unilife on demand sufficient financial and other data to assist Unilife in completing its due diligence on the Intermediary.
- 3.3 It is the responsibility of the Intermediary as agent of the Client to ensure that the Client is aware of the need to inform Unilife immediately of any change in their health or circumstances before Unilife assumes risk for all cover for which an application has been made. Unilife needs to be informed of any such changes that would alter the Client's responses to any questions relating to their application, in whatever format. They would also include any change in occupation or hazardous sports or pastimes.

- 3.4 Unilife reserves the right to contact its own policyholders including, for the avoidance of doubt, circumstances where those policyholders are also clients of the Intermediary.
- 3.5 The Intermediary will produce to Unilife on demand such records, books and accounts as Unilife may reasonably require in connection with Business effected with Unilife.
- 3.6 All books and documents and computer software and hardware belonging to Unilife and in the possession of the Intermediary will at all times be made available by the Intermediary to Unilife for inspection, and be returned to Unilife by the Intermediary on demand.
- 3.7 The Intermediary must give written notice to Unilife of any change in the details provided in the Terms of Business registration form.

4 Payment of Monies through the Intermediary

- 4.1 If the Intermediary receives monies in breach of these Terms (in particular, Clauses 1.6 and 2.3), they will hold them as if they were Client money in accordance with the Regulations and shall pass them to Unilife immediately without set-off or deduction.

5 Indemnity and Interest

- 5.1 The Intermediary will indemnify Unilife against any loss sustained by Unilife arising from:
- 5.1.1 the negligence of the Intermediary;
- 5.1.2 the introduction of business beyond the Intermediary's Authority;
- 5.1.3 any failure by the Intermediary to comply with the provisions of the appropriate Regulations;
- 5.1.4 any other misrepresentation, omission, failure to provide information to the Client or action of the Intermediary resulting in or contributing to the mis-sale of any Business;
- 5.1.5 the provision to Unilife of incorrect information, including (without prejudice to the generality of the foregoing), that required by Paragraph 3.4 and the Regulations;
- 5.1.6 any loss suffered by Unilife as a result of any breach of the Terms by the Intermediary, its agents, employees or anyone to whom the Intermediary grants authority to access to the System;
- 5.1.7 any loss suffered by Unilife as a result of the introduction of such Business being contrary to or subject to the laws or regulations of the Territory.
- 5.2 If the Intermediary fails to repay or to pay to Unilife any monies due to Unilife then the Intermediary shall pay to Unilife interest at the Interest Rate on such monies calculated from the date the sum became due until the payment is received by Unilife.
- 5.3 The Intermediary's use of the System is subject to availability and Unilife shall not be liable to pay compensation to the Intermediary in respect of any period in which the System does not function or is not available.

6 Intellectual Property Rights

- 6.1 Intellectual Property Rights in any material provided by Unilife to the Intermediary are and shall remain in the ownership of the Group whether relating to the name, corporate symbols, logos or otherwise.

- 6.2 Subject to Paragraph 6.4, the Intermediary shall be entitled to reproduce and display Unilife's and/or the Group's logos or trademarks on the Intermediary's website in connection with the submission and management of new and existing Business until termination of these Terms.
- 6.3 Subject to Paragraph 6.4, the Intermediary may link to the Group's Website provided that any such link does not imply any sponsorship of the Intermediary's site by the Group.
- 6.4 The Intermediary will not frame or utilise framing techniques to enclose any trademark, logo, or other proprietary information (including but not limited to images, text, page layout and/or form of the Group) without express written consent from the Group.
- 6.5 During or after the expiry or termination of these Terms, the Intermediary shall not without the prior written consent of the Group, use or adopt any domain name, trademarks, trade name, trading style or commercial designation that includes or is similar or may be mistaken to be similar to or may be mistaken for the whole or any part of any domain name, trademark, trade name, trading style or commercial designation used by the Group.

7 Anti-Financial Crime

- 7.1 The Intermediary undertakes to Unilife:
- 7.1.1 to observe and comply with the legal and regulatory obligations to combat money laundering and terrorist financing applicable to the Intermediary in its Territory;
- 7.2 Unilife acknowledges that it has a duty to act ethically in its business dealings and transactions and has a notolerance attitude towards corruption, extortion and bribery. Unilife will not knowingly offer a financial or other advantage (including, but not limited to, gifts, travel or excessive entertainment), or accept a financial or other advantage. It will not facilitate a financial or other advantage directly to another person or through a third party that might induce or reward a person to act improperly. This includes failure to meet an expectation of good faith, impartiality or the behaviour expected from a position of trust held by that person, such as that held by but not limited to a public official, corporate officer or trustee.
- 7.3 By accepting these Terms, the Intermediary will comply with Unilife's policies and procedures aimed at combating financial crime and corruption, extortion and bribery. In accordance with Clause 9.1.2 (e), these Terms will be terminated forthwith if Unilife reasonably believes that the Intermediary's actions could prevent Unilife from complying with its policies and procedures aimed at combating financial crime, bribery and corruption.

8 Data Protection

- 8.1 Information about the Intermediary's agency with Unilife will be held on computer.
- 8.2 Unilife reserves the right to use and the Intermediary consents to Unilife's use of any information or data supplied by the Intermediary to Unilife and information about the conduct of the Intermediary's account with Unilife including debt-related information for the purposes of:
- 8.2.1 disclosure either directly or indirectly to other product providers;
- 8.2.2 exchanging information with other parties contracting with Unilife, conducting market research, preparing strategic or other marketing plans or gauging product sales or product performance in each of the above cases, either alone or in conjunction with any parties;

- 8.2.3 disclosure of such information to any party contracting with Unilife or otherwise to any party as is consistent with the effecting of the uses approved in sub-paragraphs 8.2.1 and 8.2.2 above;
- 8.3 Unilife reserves the right to search against the Intermediary with credit reference agencies and/or other databases.
- 8.4 The Intermediary understands and agrees that it will receive confidential and Personal Data from Unilife which relates to Clients. The Intermediary undertakes to observe the data protection principles and the relevant data protection regulations and laws in the Territory in relation to such data. Without detracting from this undertaking, the Intermediary agrees to ensure that proper and effective arrangements are in place to make certain that such data is kept secure.

9 Termination

9.1 Unilife shall have the right to terminate these Terms as follows:

- 9.1.1 by reasonable prior written notice; or
- 9.1.2 forthwith without prior notice if any of the following events occur:
- (a) a material breach of the Terms by the Intermediary; or
 - (b) where this is necessary for any regulatory reason; or
 - (c) entry of the Intermediary into voluntary arrangement with the Intermediary's creditors, the commencement of bankruptcy or 'winding up' proceedings against the Intermediary, or upon the appointment of a receiver or an administrative receiver over the assets of the Intermediary or the entry of the Intermediary into liquidation (whether voluntary or compulsory); or
 - (d) where Unilife reasonably believes the Intermediary to be in breach of its policies and procedures aimed at combating financial crime, bribery and corruption; or
 - (e) failure by the Intermediary to supply such information requested by Unilife in the registration form.

9.2 This booklet represents the current and complete agreement between Unilife and the Intermediary. Any previous agreements are cancelled with effect from one month after receipt of this replacement. Submission of Business after that date will be deemed as acceptance of these replacement terms.

9.3 The waiver by Unilife of any breach of any of these Terms shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

10 Variation

- 10.1 Unilife shall have the right to vary these Terms by giving notice to the Intermediary in which event the Intermediary shall be entitled to terminate these Terms by notice expiring on the date the variation becomes effective.
- 10.2 Any such variation shall not affect Business or proposals for Business received by Unilife before the variation, unless required for legal or regulatory reasons.

11 Third Parties

- 11.1 In this paragraph 'Third Party' means any person other than (1) the parties to these Terms or (2) the Group.
- 11.2 The Third Party shall have no right to enforce the Terms.

12 Notice

Any notice may be dispatched by Unilife to the last known address of the Intermediary. Any notice served by the Intermediary must be sent to Unilife's registered office. A notice sent by facsimile or email shall be deemed to take effect immediately unless there is evidence that the notice was not received. If a notice is served by recorded or registered mail, it shall be deemed to have been received 72 hours after posting.

13 Governing Law

- 13.1 These Terms and any dispute arising out of or in connection with the subject matter or formation (including noncontractual disputes or claims) shall be governed by and construed in accordance with the laws of jurisdiction.
- 13.2 The relevant courts shall have exclusive jurisdiction to hear any disputes that may arise between the parties in respect of matters dealt with by these Terms.

Commission Supplementary Schedule

- 1 In this Schedule the expression 'Non-indemnity Commission' means commission paid to the Intermediary once the requisite premium is received and accepted by Unilife.
- 2 Unilife may, in its discretion, add interest at such rate as they may decide if money is not paid to the Intermediary within 30 days of the same becoming due.
- 3 Unilife reserves the right to set off the payment of any money due to the Intermediary against any debt due from the Intermediary.
- 4 Unilife may vary or withdraw any rights conferred under this Schedule without notice.

Note

This Schedule shall not take effect until Unilife has accepted in writing the Intermediary's application.



1 Details of Policy

1.1 Name of company/business
(in fUnilife)

Trading name of the business
(if different from the above)

Registered Office/Principal Address

Post Code

Address for communications
(if different)

Post Code

Telephone number

Fax number

Mobile number

Email address

Website address

1.2 Country of Incorporation/
Registration

1.3 Registered number

1.4 Type of business Sole Trader Partnership Limited Company or equivalent

Limited Liability Partnership

1.6 In what country or countries
will the applicant sell Unilife's
products?

NB: This application should be accompanied by a certified copy of the Certificate of Incorporation or Registration if available.

2 Directors/Partners/Shareholders/Principal

2.1 Are the directors/partners/shareholders/principal the sole owners of the company/business? Yes No

2.2 Please state any interests you (or any of your fellow directors) have in any other associated companies.

2.3 State the names and addresses of all directors/partners/shareholders/principal. Please supply a certified copy of passport and utility bill for each individual. Certification must be provided by a Notary Public, lawyer/advocate or employee of the Group.

Name

Date of birth

Position

Current residential address

Post Code

Name

Date of birth

Position

Current residential address

Post Code

Name

Date of birth

Position

Current residential address

Post Code

Name

Date of birth

Position

Current residential address

Post Code

3 Experience

Details of the financial services experience of each of the directors/ partners/shareholders/ principal. This should include each person's age; their period of selling/marketing life assurance; previous companies (name, address and contact details) with which they have been involved; and their respective professional qualifications.

4 Authorisation

- 4.1 Name of the Regulating Authority or designated professional body to which you belong.
- 4.2 Please provide authorisation and/ or licensing details and include a copy of evidence of authorisation.

5 References

5.1 Please provide the names and addresses of TWO referees. The acceptable categories of references, in order of descending acceptability, are as follows:

5.1.1 Two life assurance companies with knowledge of the company/business for a period of at least two years.

5.1.2 Two references from professional advisers (for example, a solicitor or auditor) showing knowledge of the company/business for a period of at least two years.

5.1.3 Two references falling into either 5.1.1 or 5.1.2 above, but showing knowledge of the company/business of less than two years.

5.1.4 Where the company/business has been in operation for a period of less than two years, please provide details of employers over the last three years.

If you cannot meet this requirement then state why not.

Name of contact

Position

Name of company

Company address

Post Code

Email address

Name of contact

Position

Name of company

Company address

Post Code

Email address

5.2 Apart from the life assurance companies given as references, have you any other terms of business with other insurance companies? If 'Yes', please state the names of all the companies.

Yes	No
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6 Conduct

If the answer to any of the questions below is 'Yes', please provide full details. Please include any companies/businesses in which any of the directors/partners/shareholders/guarantors/principal have been involved in the past.

6.1 Has the company/business been, or is it in the process of being dissolved, struck off, wound up or terminated?

Yes	No
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6.2 Has/have the company/directors/partners/shareholders/guarantors/principal ever been, or is/are now, party to any legal proceedings, either civil or criminal?

Yes	No
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6.3 Has/have the company/directors/partners/shareholders/guarantors/principal ever had any agency agreement, terms of business, appointed representative status or regulatory authorisation refused, cancelled or suspended?

Yes	No
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6.4 Has/have the company/directors/partners/shareholders/guarantors/principal ever been, or is/are they now, the subject of disciplinary proceedings by any regulatory body or professional association?

Yes	No
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6.5 Does the company/business have any current commission debts with any other insurance company?

Yes	No
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6.6 Has/have the company/directors/partners/shareholders/guarantors/principal operated on behalf of any other company or concern involving the sale of or advice on financial products?

Yes	No
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If 'Yes', please provide details

7 Professional Indemnity Cover

Please provide details of Professional Indemnity cover:

8 Commission Payments

1 Please provide the following bank details, where commission payments are to be sent.

Bank

Address

Post Code

Account name

If the account is in a different name to that of the company, please state the reason for this.

Sort code (if applicable) - -

SWIFT/BIC code (if applicable)

IBAN (if applicable)

Account number

Account currency

Signed by authorised signatories:

Signature(s)

Full name

Date

Signed for and on behalf of the Applicant:

Full name

Date

Signature(s)

Full name

Date

It is understood that Unilife will treat any information obtained in the strictest confidence.

2 Please state the currency in which commission is to be paid by direct transfer (tick one box only).

US Dollars (USD)

British Pounds Sterling (GBP)

Euro (EUR)

9 Declaration

- I/We agree that as part of this application, I/we will on request, whether before or after the grant of terms of business, provide any information reasonably requested by you, which may assist you in evaluating this application.
- I/We understand that my/our failure to supply such information may result in any terms of business granted by you being terminated or any agreement to pay commission being rescinded.
- I/We authorise Unilife to request a reference from any insurer, fund manager or referee with whom terms of business are held or have been held, together with permission for any referee to provide information requested.
- I/We authorise Unilife to request a banker's reference from any of the banks whose details have been provided.
- I/We authorise Unilife for status enquiry searches to be conducted.
- I/We confirm that the answers given are true and correct.
- I/We confirm that we will notify Unilife immediately if any changes occur to the beneficial owner, shareholders, guarantors, directors, controllers or the legal or regulatory status or domicile of the company.
- I/We confirm that persons signing the application are properly authorised to sign on behalf of the business organisation concerned.
- I/We (the 'Data Subject/s') understand and agree that the information supplied by me/us in connection with this application will become part of the data held by Unilife.
- I/We understand that the information supplied, including sensitive data, will be used by Unilife for the purpose of setting up my/our terms of business and continuing administration.
- I/We understand that some or all of the information that I/we supply to you may be used anonymously for research and statistical investigation and business analysis.
- I/We understand that some or all of the information supplied by me/us may be passed on to other insurance companies for reference purposes, that is, the rating or checking of individuals or organisations. Likewise, you may also occasionally see fit to conduct relevant rating or checking on me/us, including credit worthiness. Should I/we object to my/our Personal Data being used for these purposes I/we understand that I/we can write to you at the address shown on the following page1.
- In signing this application I am/we are allowing you to process my/our application using the information that I/we have provided.
- I/We agree* that the data supplied by me/us may be transferred to your associated companies for analysis and management. This data may be used anonymously for business reporting, statistical and business research.
- This information can also be used to maintain management information for business analysis.
- I/We also understand that where my/our information is being transferred to any third party mentioned here, the data may be transmitted electronically via email.

*If you do not wish your data to be used for these purposes please write to the Compliance Officer at Bourbon Court, Nightingales Corner, Little Chalfont, Buckinghamshire, HP7 9QS, United Kingdom

Acceptance of Terms

I/We hereby acknowledge receipt of the Terms of Business and confirm acceptance of the conditions therein.

Signed for and on behalf of the Applicant:

Signed by

Print name

Position held

Date

Signed by

Print name

Position held

Date

Signed by

Print name

Position held

Date

Note: Parties to Sign

- 1 A partner to sign
- 2 A company signature must be given by at least one director
- 3 For a limited liability partnership, signature must be made by at least one member

If you require any further details, please ask your financial adviser.
Alternatively you can contact your nearest Unilife office, details of which are available on our website, or get in touch using our email address:
info@ses-zambia.com