

WEALTH ENGINEER'S
CODE OF CONDUCT

DUEPOINT

D U E P O I N T

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Reward yourself first.



Wealth Engineer Code of Conduct

As a Wealth Engineer you need to have read, agreed to and adhere to the Wealth Engineer Code of Conduct as set out below:

By agreeing to become a Wealth Engineer of DuePoint, you agree to keep abreast of, be bound by and comply strictly with the rules, regulations and code of ethics embodied herein (“the Code”) and as updated from time to time. Please refer to the glossary of terms at the end of this document for a detailed explanation of all the important terms and acronyms used in this document.

References in this code to “the parties” are references to DuePoint a division of Constantia Insurance Company Ltd (“DuePoint”) and the Wealth Engineer, who are bound to each other by the terms of this code as contracting parties.

1. Your Engagement

- 1.1 As a Wealth Engineer, you are deemed to be an independent contractor. Nothing herein will be construed as creating an employer-employee relationship between DuePoint and the Wealth Engineer for any purpose whatsoever, including without limitation, for the purposes of the Labour Relations Act, 1995 (As amended), the Basic Conditions of Employment Act, 1997 (As amended), the Unemployment Insurance Act, 1996 (As amended), and/or any other relevant legislation that may normally be applicable to an employer-employee relationship. Nothing contained herein will be construed as creating an agency, partnership or joint venture between DuePoint and the Wealth Engineer.
- 1.2 Your engagement as a Wealth Engineer will commence upon receipt of an SMS or other electronic or written communication from DuePoint confirming your unique Wealth Engineer number.
- 1.3 You have no power or authority to purport to represent DuePoint, neither to incur any liability, obligation nor to make any representation nor otherwise, whether directly or indirectly, on its behalf. In particular you may not initiate nor accept any order nor accept any payment on DuePoint’s behalf. You are entirely responsible for your own liabilities and obligations incurred in the running your channel and under no circumstances does DuePoint accept any responsibility for your affairs. You hereby agree to indemnify DuePoint against any liabilities arising out of acts or omissions of any nature you undertake or create.
- 1.4 As a Wealth Engineer you are permitted to conduct the activities of a Wealth Engineer throughout the Republic of South Africa on a non-exclusive basis.
- 1.5 Nothing in this code or any other DuePoint documentation will mean, whether express or implied, that you have been appointed as a financial or insurance advisor or consultant or broker, or as an agent or representative of DuePoint or any of its endorsed product suppliers.
- 1.6 Any information of whatever nature you supply to DuePoint, including personal details and/or photography/cinematography supplied to or taken by DuePoint will be stored on a computer database and we will utilise that data/image/video footage for such purposes as DuePoint deems fit and in our sole discretion, including disclosure and dissemination thereof, all of which you expressly and irrevocably endorse and consent to without liability.
- 1.7 If a Wealth Engineer’s engagement has been terminated for any reason and he wishes to apply again as a new Wealth Engineer but under a different Lead Wealth Engineer, DuePoint will in its sole and unfettered discretion, on written application from the Wealth Engineer, consider such an application.
- 1.8 If a Wealth Engineer wishes to move his engagement/channel to under a different Wealth Engineer, direct written approval of such move will need to be obtained from all Lead Wealth Engineers affected

by the move. In addition, DuePoint will in its sole and unfettered discretion, on written application from the Wealth Engineer and on receipt of written approval from all affected Lead Wealth Engineers, consider such an application.

- 1.9 DuePoint does not allow multiple Wealth Engineer memberships from individual persons.
- 1.10 In terms of your engagement as a Wealth Engineer, you are not required nor permitted to operate from DuePoint's premises. You will operate independently without supervision and according to your own hours of work. You will only be rewarded for the results of your channel as regulated by section 6 of this code.
- 1.11 DuePoint reserves the right to amend or alter the price of the product or services, specifications thereof, the returns and rewards structure/s, form and content of its marketing materials at its discretion, on reasonable advance notice, from which date changes will become immediately effective.
- 1.12 As a Wealth Engineer you will not be granted any exclusive area or an exclusive "franchise" or any other such exclusive agreement with DuePoint.
- 1.13 Wealth Engineers are:
 - 1.13.1 Not entitled to any of the benefits available to DuePoint's employees;
 - 1.13.2 Liable for their own operational costs, expenses or disbursements of whatsoever nature incurred through their activities or in fulfilling their obligations under this code.
 - 1.13.3 Upon termination as a Wealth Engineer, not entitled to any rights in respect of redundancy or retrenchment or any other rights to retrenchment procedures, severance pay or other benefits generally afforded to employees.
 - 1.13.4 Excluding Wealth Engineer's engaged before 31 January 2016, not permitted to include any direct family within your channel. Should you within 12 months of your engagement with DuePoint, become engaged to, or marry, or take up permanent residence with another Wealth Engineer who falls within your channel, that Wealth Engineer will automatically terminate. Similarly, if you fall within the channel of another Wealth Engineer and within 12 months of your engagement with DuePoint become engaged to, or marry, or take up permanent residence with such other Wealth Engineer, your engagement as a Wealth Engineer will automatically terminate.

2. Your Role as a Wealth Engineer

- 2.1 Your role as a Wealth Engineer is to convey to people you know or come to know materials and information regarding the DuePoint business opportunity. Such people may, of their own accord, acquire one or more products or services and/or choose to become a Wealth Engineer themselves.
- 2.2 Wealth Engineers must always conduct themselves professionally and ethically with integrity, objectivity, confidentiality, due competence and care. These ethical standards are further detailed in section 4 and wholly comply with the Code of Good Practices suggested by the South African Department of Trade and Industry, the Code of Ethics and Standards Followed by the Direct Marketers Association of South Africa and the Direct Selling Association of South Africa.
- 2.3 Notwithstanding anything to the contrary contained herein, DuePoint will not be liable to you for any loss, damage, injury, death or for any indirect or consequential loss of any kind howsoever arising, including but not limited to any damages suffered as a result of a defect in any product or services, promotional material, or loss or injury arising as a result of any defect in DuePoint's equipment, venues or vehicles or as a result of the Wealth Engineer attending any DuePoint reception, meeting, rally, forum or function and regardless of whether caused by the negligence of DuePoint, its officers, directors, employees, suppliers or consultants.

3. Permissions and Restrictions

As a Wealth Engineer you must:

- 3.1 Observe all applicable laws, rules, regulations, codes of conduct and service standards relating in any manner to the performance of your obligations under this code including but not limited to all income and value added taxes and other governmental and local authority obligations, insurances and the filing of relevant returns and information and the discharging of those obligations timeously and the maintaining of proper accounting records.
- 3.2 Familiarise yourself and remain up to date with the most current information published on the DuePoint website (www.duepoint.net) including but not limited to the prevailing version of this code;
- 3.3 Inform all those to whom you convey or show promotional materials that all product and services are direct-purchase, single need products and services made available by means of printed or electronically displayed literature, without advice or analysis of any kind and that those buying such products or services must apply themselves to such literature or information and make their own arrangements to ensure that such product or services are appropriate to their own unique circumstances and needs.

As a Wealth Engineer you may not under any circumstances:

- 3.4 Commence your Wealth Engineer activities until you have received confirmation from DuePoint that your application to become a Wealth Engineer has been approved and a unique Wealth Engineer number has been allocated to you;
- 3.5 Give or offer any financial or insurance advice or assistance in your capacity as a Wealth Engineer;
- 3.6 Perform any function or service that may be construed as an intermediary service as defined in the Financial Advisory and Intermediary Services Act, 2002 (As amended);
- 3.7 Make any representations or statements on behalf of or in the name of DuePoint or any member of DuePoint, in relation to the endorsed product or services, or in relation to the supplier or product underwriters to any person whatsoever, except as approved in writing by DuePoint;
- 3.8 Collect or pay any premium or other payment on behalf of any other person including another product owner or Wealth Engineer;
- 3.9 Institute proceedings against any third party in respect of any claim howsoever arising as a result of your engagement as a Wealth Engineer, or in connection with your activities as a Wealth Engineer, without DuePoint's prior written approval;
- 3.10 Attempt to or bind DuePoint to any agreement, arrangement or contract;
- 3.11 Attempt to obtain any credit facilities either in the name of or on behalf of DuePoint;
- 3.12 Attempt to make any representation on behalf of DuePoint in any way whatsoever, nor to accept, alter, discharge, waive or terminate any product on behalf of DuePoint;
- 3.13 Publish, sell or distribute any advertising, training or other material, or conduct any marketing activities (including any social media advertising or campaign) relating to or in connection with DuePoint, its promotional methods or the endorsed product and services, the product supplier or the product underwriters, without the prior written approval of DuePoint;
- 3.14 Use any promotional materials, documents or contents prepared by DuePoint for any purpose other than the purpose for which it was provided to you in terms of this code;
- 3.15 Send unsolicited advertising in any form including faxes, SMS's, automatic voice messages, social media posts, normal mail post or emails or engage in spamming in order to promote DuePoint, its business opportunity, promotional methods or product and services, other than with the prior written approval of DuePoint. You may use only the official DuePoint promotional materials, websites and social media channels.

- 3.16 Use the name “Wealth Engineer” or any other trademark, trade name or logo of DuePoint and / or its affiliates otherwise than strictly in accordance with this code;
- 3.17 Form a company, firm or other entity incorporating as part of its name the word “Constantia”, “Due”, “Point” or any similar word.
- 3.18 Apply for the registration of the word “DuePoint”, “Wealth Engineer”, or any similar word or any trademark, trade name or logo of DuePoint as a trade name or trademark.
- 3.19 Make any claim that any regulatory authority approves or endorses any of DuePoint’s product or services and/or product providers and/or marketing methods.
- 3.20 Directly or indirectly procure, persuade, induce or encourage any:
 - i. Employee of DuePoint to leave their employment;
 - ii. Wealth Engineer to terminate his engagement as a Wealth Engineer;
 - iii. Product or service owner to cancel or return anything purchased by him or her.
- 3.21 For the duration of your engagement in terms of this code become involved in any manner whatsoever, in the provision of services or the sale of product or services where such services or products in any way compete with DuePoint endorsed products or services.
- 3.22 Cede, delegate or assign any of your rights and / or obligations in terms of this code without the prior written consent of DuePoint, which DuePoint may grant in its sole and unfettered discretion.

4. Principles

Fundamental to the culture and mandate of DuePoint is that its Wealth Engineers both accept and abide by the highest ethical standards ensuring that all persons are treated fairly and given clear, concise, easy to understand and complete information based on the following principles:

4.1 Integrity

- 4.1.1 Wealth Engineers should be open and honest in all interactions with potential product owners and other Wealth Engineers and should not violate any of the laws of South Africa in the performance of his duties. The principle of integrity imposes an obligation on all Wealth Engineers to interact fairly and truthfully with everyone.
- 4.1.2 Wealth Engineers may NOT knowingly be associated with information, reports, incidents, accusations or other communication that:
 - i. Contain materially false or misleading statements; or
 - ii. Omit or obscure information required to be included, where such omission or obscurity would be misleading.
 - iii. When a Wealth Engineer becomes aware that another Wealth Engineer has been associated with such information, reports, incidents, accusations or other communication, the Wealth Engineer must immediately inform DuePoint and take any required steps to be dissociated from such matters.
 - iv. Interactions with children and minors imposes a special responsibility on the Wealth Engineer. Wealth Engineers must recognise that children and minors are not adults and that greater care must be taken when engaging with them and the Wealth Engineer must not exploit their naivety, lack of experience or sense of loyalty.

4.2 Objectivity

The principle of objectivity imposes an obligation on all Wealth Engineers to ensure that they are NEVER placed in a position of bias, conflict of interest or under the undue influence of others. A Wealth Engineer shall not perform their function if a circumstance or relationship has the capacity to unduly bias, jeopardise or compromise the Wealth Engineer's position.

4.3 Due Competence and Care

The principle of due competence and due care requires all Wealth Engineers to maintain adequate knowledge and understanding of the DuePoint model at the level required to ensure that potential product owners and Wealth Engineers receive accurate, complete and objective information. The Wealth Engineer is to take special care when engaging with people whose first language is not English.

4.4 Confidentiality

- 4.4.1 A Wealth Engineer must maintain confidentiality of information disclosed by product owners and Wealth Engineers and not use such information for personal advantage or for the advantage of third parties.
- 4.4.2 The Wealth Engineer undertakes to treat as strictly confidential all information of any nature whatsoever which he may obtain pursuant to his activities or arising from the implementation of this code, howsoever such information may be disclosed to him including, without limiting the foregoing, whether orally, visually, written or in electronic format.
- 4.4.3 Any confidential information, including, personal Information, know-how, trade secrets, techniques, methods of promotion and operating costs, obtained by the Wealth Engineer in performing his obligations under this code is proprietary to DuePoint and is being made available to him and/or will otherwise come into his possession solely for the purpose of fulfilling his obligations under this code.
- 4.4.4 The Wealth Engineer may not disclose DuePoint's confidential information to any person other than as may be approved in writing by DuePoint or as may be required by law.
- 4.4.5 The Wealth Engineer must take all necessary security precautions to keep confidential DuePoint's confidential information.
- 4.4.6 The Wealth Engineer acknowledges and understands that the unauthorised disclosure of DuePoint's confidential information may give rise to irreparable damage to DuePoint.
- 4.4.7 The Wealth Engineer may not directly or indirectly use for his benefit or the benefit of any other person any of DuePoint's confidential information except for the purposes contemplated under this code.
- 4.4.8 The Wealth Engineer will not use, copy, reproduce or modify DuePoint's confidential information in any way except for the purposes of performing his/her obligations under this code or on the specific written instructions of DuePoint.
- 4.4.9 The Wealth Engineer agrees and undertakes that upon termination of his engagement, the Wealth Engineer will return to DuePoint all copies of any documents, handwritten notes, computer disks and other formats in or on which any of DuePoint's confidential information is stored.
- 4.4.10 The provisions of this code will survive termination of the Wealth Engineers engagement.
- 4.4.11 For the purposes of this section "confidential information" means any information provided by any member of DuePoint or collected by or made available to the Wealth Engineer in connection with his/her activities under this code that identifies or can be used to identify, contact, categorise or locate the person to whom such information pertains, or from which identification or contact information of an individual person can be derived. Confidential information includes, but is not limited to: name, address, phone and fax number, email

address, identity number and credit card or banking information and includes all details of product owners. Additionally, to the extent any other information is associated or combined with personal information, such information will also be deemed to be confidential information.

4.5 Professional Behaviour

All Wealth Engineers shall conduct themselves in a manner that shall not bring the name of DuePoint, its parent company, sister companies or its subsidiaries into disrepute. All Wealth Engineers shall be honest and truthful in all their activities and shall never offer advice, compare, attack, degrade, discredit or damage the reputation of a competitor's product or services, nor exaggerate factual information about the product or services.

4.6 Pride

In all activities, presentations, seminars, conversations and interactions with all people whether they be potential Wealth Engineers, peers, members of similar organisations or employees of DuePoint, Wealth Engineers will perform those activities in a manner that both they, DuePoint and any other third party would consider execution of that activity with pride. Wealth Engineers may NEVER slander, belittle or disparage anyone for any reason. Wealth Engineer's will never disrupt, interfere with, poach or create disorder in any of the activities of DuePoint, their fellow Wealth Engineers, or those of similar organisations but instead in all things uphold a sense of pride and honour in all they do.

5. Intellectual Property

- 5.1 All copyright, trademarks, trade names, logos, designs, devices, patents, know-how and other intellectual property rights in any document, drawings, data, promotional or training material supplied by any member of DuePoint to you in connection with your engagement or activities will remain vested in DuePoint as appropriate.
- 5.2 You will bear the costs of all advertisements or other materials which you decide to publish. You may publish only provided you have the prior written consent of DuePoint. Such materials must clearly indicate that you are an independently contracted Wealth Engineer for DuePoint.
- 5.3 On expiration or termination of your engagement, the Wealth Engineer will cease making use of any of DuePoint's materials or intellectual property.

6. Wealth Engineer Returns

- 6.1 Subject to you complying with your obligations under this code, you will be entitled to receive returns calculated in accordance with the following, the total of which is inclusive of VAT, where applicable.
- 6.2 Returns will only be paid for successfully raised product debit orders where the Wealth Engineer qualifies to earn such Returns as described in the sections below. Manual bank deposits and EFT's will not qualify for Returns.
- 6.3 Returns will be paid for each product owner according to the following:

Flat Return per Successful Monthly Debit Order raised R27.50*

*Subject to applicable Book Performance Quotient (BPQ)

6.4 There is no limit to the number of points upon which returns may be paid. Depending within which point the product owner is located, the return shown above will be adjusted as follows:

Point	Return Adjustment Factor
1	200%
2	200%
3	100%
4	80%
5	40%
6	20%
7	8%
8 onwards	4%

- 6.5 You will qualify for returns on your first point when you have become a “Qualifying Wealth Engineer” with a minimum of 3 product owners whose product payments are up to date and lie on your 1st point. For the purposes of calculating your returns, these 3 product owners must be linked to you directly as a result of you having approached them in terms of the DuePoint business opportunity.
- 6.6 Your return is calculated as the number of Qualifying Wealth Engineers on your first point multiplied by R27.50 (The return rate per paid product) multiplied by the point’s Return Adjustment Factor (E.g. for point 1: 200%; for point 2: 200% etc.)
- 6.7 Returns are adjusted by a Book Performance Quotient (BPQ) which ensures that returns paid remain in line with any regulatory or business requirements as they stand at the time of payment and may increase or reduce earnings accordingly.
- 6.8 Further returns will be earned in the same way as described above for each point away from your first where you have the corresponding number of Qualifying Wealth Engineers on your first point .i.e. if you would like to earn returns on your 2nd point you need two Qualifying Wealth Engineers on your 1st point. If you would like to earn returns on your 3rd point then you require three Qualifying Wealth Engineers on your 1st point, and so on for each additional point you would like to earn returns on.
- 6.9 At its sole discretion, DuePoint may from time to time introduce, remove or pay Wealth Engineering rewards. The details of such rewards are available on the DuePoint website – www.duepoint.net
- 6.10 Subject to the terms of this code, the Wealth Engineer will, on the 20th day of each month, receive where applicable any rewards and any undisputed returns in respect of product payments reckoned from the first to the last day of the previous month. Actual payment dates may differ in accordance with the fall of public holidays, weekends and the practices of DuePoint.
- 6.11 DuePoint will pay returns and rewards due when cumulative amounts due exceed R100.
- 6.12 DuePoint reserves the right to change its remuneration, structures, rules, regulations, practices and contents of this code at any time upon reasonable notice, whether it be via DuePoint’s website or email.
- 6.13 No returns nor rewards nor any other payments are due and no benefits are received from recruiting other Wealth Engineers and no compensation is guaranteed for mere participation in the DuePoint system. You acknowledge that DuePoint has not made any claims of guaranteed income or profits nor representations of anticipated income or profits that might result from a Wealth Engineer’s efforts. You acknowledge that success as a Wealth Engineer comes from the sustained and purposeful development of a successful and persistent channel of distribution for DuePoint according to the DuePoint system returns and rewards structure.

7. Taxes and other State Levies

You agree that you will be solely responsible for any tax liability, levy, charge, withholding or deduction of any kind which may arise as a result of the receipt of returns or any other rewards, incentives or disbursements received as a result of conducting your activities as a Wealth Engineer, including value added tax, unemployment insurance fund contributions, skills development levies, PAYE/SITE, or any other tax or levy.

8. Your Warranties Assurances and Undertakings

By accepting your engagement as a Wealth Engineer, you warrant, undertake and represent to DuePoint that:

- 8.1 You are a South African resident in possession of a valid South African identity document, work permit or residency visa and are 18 years of age or older;
- 8.2 You have read and are familiar with this code and undertake to comply with it when performing your activities as a Wealth Engineer and will familiarise yourself with any changes to the code from time to time;
- 8.3 You will under no circumstances give financial or insurance advice in your capacity as a Wealth Engineer;
- 8.4 You will comply with all applicable current legislation and regulation;
- 8.5 You will indemnify, defend and hold harmless DuePoint and its officers, directors, employees, suppliers and consultants against all claims, demands, fines, penalties, actions, proceedings, judgments, damages, losses, costs, expenses or other liabilities incurred or in connection with any claim directly or indirectly relating to a wrongful act or omission by you in terms of the activities performed by you under this code.
- 8.6 You understand that DuePoint will suffer financial harm and loss if you breach the provisions of this code particularly the "Permissions and Restriction's" detailed in section 3 above. In the event that you breach any of the provisions of this code, in addition to any other remedies which DuePoint may have, DuePoint will be entitled to claim and recover from you an amount equal to the returns and any rewards paid to you for the period of 12 completed calendar months prior to the said breach.
- 8.7 You understand and assure us that all the warranties in terms of this code given by you upon acceptance of your engagement are material and in the event of a breach of any warranty, DuePoint will, in addition to any remedies provided in this code, be entitled to all the remedies available to it at law.
- 8.8 You understand and assure DuePoint that your engagement as a Wealth Engineer is on the basis that the warranties contained herein are correct as at your engagement date and will continue to be correct for the duration of your engagement.

9. Personal Information & Communication

By accepting your engagement as a Wealth Engineer, you agree to share the following information with DuePoint, any subsidiaries of the Palaeo Financial Services Group, the Constantia Insurance Group, any of their sister companies, affiliates, suppliers, 3rd parties, any other Wealth Engineers to whom the information is pertinent and all other relevant parties:

- 9.1 Your telephonic and electronic contact information including inter alia your postal and e-mail address, your fax, fixed line and mobile telephone numbers.
- 9.2 Product and service information including but not limited to what product and/or services you have purchased, whether your payments are up to date or not and any cancellations and alterations.
- 9.3 Information about other Wealth Engineers falling within your points.
- 9.4 Photographic and video images and material, and any editing, amendment or addition thereto.
- 9.5 Any other personal information considered relevant by DuePoint.

10. Termination and Negligent or Wrongful Acts by you

- 10.1 Both you and DuePoint will be entitled to terminate your engagement, with or without cause, by giving immediate written notice of termination to the other.
- 10.2 Notwithstanding anything to the contrary contained herein, DuePoint will be entitled, without prejudice to any rights that it may have, including the right to claim damages or specific performance from you, to summarily terminate your engagement by giving written notice to you, if you:
 - 10.2.1 breach any of the provisions of this code and fail to remedy such breach within 7 days of written notice given to you by DuePoint requiring you to remedy the breach;
 - 10.2.2 falsify, fraudulently alter, modify or edit without permission any documents or records required by DuePoint, including but not limited to the Wealth Engineer and product application forms, or commit any other act of dishonesty;
 - 10.2.3 omit to act or commit any act which, in the reasonable opinion of DuePoint, adversely affects or is reasonably likely to adversely affect the goodwill or reputation of DuePoint, or any of their members, officers, directors, employees, associates, contractors, subsidiaries, sister companies or parent company or other Wealth Engineers;
 - 10.2.4 give any financial, insurance or other advice which you are precluded from giving;
 - 10.2.5 are provisionally or finally sequestrated;
 - 10.2.6 commit any act of insolvency in terms of the Insolvency Act, 1936 (as amended); or
 - 10.2.7 act or fail to act in a manner which causes DuePoint to suffer loss, damage or which is likely to cause DuePoint to suffer loss, damage or reputational harm.
 - 10.2.8 should you be arrested, accused of racism or reported in the press for any reason whatsoever.
- 10.3 Should your engagement be terminated for any reason, you will forfeit the right to receive any returns, rewards or other benefits in terms of this code with effect from the date of your termination.
- 10.4 If DuePoint, on reasonable grounds, suspects that an act referred to in rules 10.2.1 to 10.2.8 above has been committed, DuePoint may in its sole and unfettered discretion on written notice to you immediately suspend your engagement as an Wealth Engineer pending the outcome of an investigation into the matter. Upon finalisation of the investigation, DuePoint will be entitled to terminate your engagement in accordance with this section 10 or to re-instate you, as the case may be.
- 10.5 If DuePoint has suspended your engagement, for the duration of such suspension period you will not be entitled to any returns, rewards or other benefits. If DuePoint re-instates you, DuePoint will pay any benefits that accrued to you during the period of suspension.

- 10.6 If this code is terminated for no cause in accordance with rule 10.1 or due to your death, you or your estate, as the case may be, will be entitled to receive the returns which you would ordinarily have been entitled to in terms of this code.

11. Nomination of Beneficiary

By simply writing to DuePoint you may nominate one living person (not a corporate entity) to take over your Organisation from you in the event of your death or total and permanent disability.

That person must be at least 18 years of age at the time of taking over, may not be another Wealth Engineer or direct family member of another Wealth Engineer, and will be subject to the same rules that would have applied had you remained as the Wealth Engineer. Where you have not provided DuePoint with a written nomination compliant with these requirements, all returns will be paid to your estate until they have run off. You may also nominate a trust, charity or other corporeal entity to receive the returns in place of your estate. A beneficiary nomination may be changed by you whenever you wish. However, no will or other testamentary instrument will have the effect of changing your nomination.

12. Resolving Disputes

- 12.1 The procedures set out in this section 12 must be complied with in respect of any and all disputes or differences arising out of or in connection with this code ("dispute"). Unless a party has complied with the provisions of this section 12, that party may not commence proceedings relating to the dispute except where that party seeks urgent relief, in which case that party need not comply with this section 12 in seeking such relief.
- 12.2 If any party alleges any dispute, that party must issue a notice of the dispute to the other and in each case the notice must set out, in reasonable detail, the basis of the dispute ("dispute notice").
- 12.3 After the issue and receipt of a dispute notice, the parties must ensure that the parties meet and use reasonable endeavours to finally resolve the dispute within 10 business days from the date of such dispute notice.
- 12.4 If the parties are unable to resolve the dispute through the process detailed above then either party may refer the matter to arbitration.
- 12.5 The arbitration will be held, with only the parties and their representatives present thereat, at a place and venue nominated by DuePoint.
- 12.6 The arbitration will, where possible, be held and concluded in 21 business days after it has been demanded. The parties will use their best endeavours to procure the expeditious completion of the arbitration.
- 12.7 The arbitrator will be an impartial advocate or admitted attorney of not less than 10 years' standing appointed by DuePoint.
- 12.8 All discussions and proceedings will be held in English.
- 12.9 The parties will keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential.
- 12.10 The provisions of this rule are severable from the rest of this code and will remain in effect after this code is terminated for any reason.
- 12.11 The arbitrator will have the power to give default judgment if any party fails to make submissions on due date and/or fails to appear at the arbitration.
- 12.12 The decision of the arbitrator will be binding on the parties, without subsequent review and without the right to any appeal.

13. Correspondence

The parties choose as their address for service for all purposes under this code, whether in respect of court process, notices or other documents or communications of whatsoever nature, the following addresses:

DuePoint a division of Constantia Insurance Company Limited

Postnet Suite 441, Private Bag X51, Bryanston, Sandton, 2021

Ground Floor, Block A, Corner Main, 2 Payne Road, Bryanston

E-mail: info@duepoint.net

Wealth Engineer

The address as set out in the Wealth Engineer application or as otherwise advised to and acknowledged by DuePoint in writing.

- 13.1 Any notice or communication required or permitted to be given in terms of this code will be valid and effective only if in writing, but DuePoint will be competent to give notice by fax, SMS, email or publications on the DuePoint Website.
- 13.2 Either party may by notice to the other party change the physical address chosen as its address for service to another physical address where postal delivery occurs in the RSA or its postal address or its fax number or e-mail address, provided that the change will become effective on the 7th business day from the deemed receipt of the notice by the other party.
- 13.3 Any notice to a party:
 - 13.3.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to its chosen address for service will be deemed to have been received on the 7th business day after posting (unless the contrary is proved);
 - 13.3.2 delivered by hand to a responsible person during ordinary business hours at its chosen address for service will be deemed to have been received on the day of delivery; or
 - 13.3.3 sent by email or SMS to its chosen email address or cell phone number will be deemed to have been received on the date of dispatch (unless the contrary is proved);
 - 13.3.4 published on the DuePoint website will be deemed to have been received on the 5th business day after publication;
- 13.4 Notwithstanding anything to the contrary contained in this code a written notice or communication actually received by a party will be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address for service.

14. General

- 14.1 This code constitutes the entire agreement between the parties and supersedes any other discussions, prior arrangements and/or understandings regarding the subject matter of this code, including but not limited to any prior codes.
- 14.2 No addition or modification to any provision of this code will be binding on the parties unless made in writing and signed by an authorised representative of DuePoint.
- 14.3 No extension of time or waiver or relaxation of any of the provisions or terms of this code will preclude such party thereafter from exercising its rights strictly in accordance with this code.
- 14.4 To the extent that DuePoint grants any indulgence in its sole and unfettered discretion, such indulgence will not be construed as creating a precedent nor will it be binding upon other Wealth Engineers requesting the same or similar indulgences and will not preclude DuePoint from refusing to grant same without the need to provide reasons therefore.
- 14.5 To the extent permissible by law no party will be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the code and/or whether it was negligent or not.
- 14.6 DuePoint reserves the right to make exceptions to the provisions of this code at its sole discretion and, where there is doubt, to interpret this code in accordance with its intentions at the time of its drafting.
- 14.7 DuePoint may freely cede, delegate or assign its rights and/or obligations hereunder.

15. Glossary of Terms

- “**Qualifying Wealth Engineer**” means one who has at least 3 other paid product owners on their 1st point
- “**BPQ**” means Book Performance Quotient, recognising actual product and structural channel development experience.
- “**business day**” is a day that is not a Saturday, Sunday or a public holiday in South Africa
- “**channel**” means the channel of distribution you form or join within the DuePoint system.
- “**code**” means this code setting out the rules and practices applicable to and binding upon Wealth Engineers and as may be amended from time to time by DuePoint in its sole discretion, the current version of which may from time to time be accessed on the DuePoint Website at www.duepoint.net and of which the Wealth Engineer application forms part
- “**direct family**” means a husband, wife, fiancé, son or daughter including adopted or fostered children and all common law, customary or tribal law, and civil unions or marriages. It further includes any other family members within 2 degrees of consanguinity of the Wealth Engineer living in the same household
- “**DuePoint**” means Constantia Insurance Company Ltd, registration number 1952/001514/06 and where appropriate includes its divisions, subsidiaries, holding company and fellow subsidiaries
- “**DuePoint Website**” means www.duepoint.net
- “**engagement date**” means the date on which DuePoint provides SMS or other written acceptance of the applicant’s application to be appointed as a Wealth Engineer
- “**Lead Wealth Engineer**” means the Wealth Engineer whose channel you joined directly.
- “**party**” or “**parties**” means the Wealth Engineer or DuePoint or both, as the context requires
- “**product and services**” are those insurance and other products and services endorsed and made available by DuePoint from time to time for the purposes of the Wealth Engineer business opportunity, together with the provisions applicable to such product or services and which may from time to time be reviewed on the DuePoint website
- “**product owners**” means persons who, after considering the detailed product or services information in the DuePoint literature, have decided to purchase one or more thereof and whose payments are up to date
- “**product payments**” means those premiums or other amounts due from time to time for the purchase of DuePoint product or services
- “**returns**” means an amount paid in accordance with the code for successfully developing your channel for DuePoint product and services
- “**us**” means DuePoint
- “**you**” or “**your**” means the Wealth Engineer
- “**Wealth Engineer**” means a person who has applied to become a Wealth Engineer in terms of a completed application form and who has received the requisite approval from DuePoint
- “**Wealth Engineer application**” means the application form to be completed by a person desiring to apply for Wealth Engineer status

DuePoint, a division of Constantia Insurance Company Limited.

Address: 2 Payne Road, Corner Main Office Park, Bryanston, Johannesburg, 2191

Executive directors: V Widdern

Non-executive directors: LE Louw, SR Bruyns, J Mahlangu, TC Moodley, N R Xaba

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