WEALTH ENGINEER'S

# $D \cup E P \otimes I \bowtie T$

# 

# Table of contents

1.	Your Engagement	5
2.	Family Members, Stacking, Marriage and Divorce	6
3.	Your Role as a Wealth Engineer	7
4.	Permissions and Restrictions	7
	As a Wealth Engineer you must:	7
	As a Wealth Engineer you may not under any circumstances:	8
5.	Principles	9
	Integrity	9
	Objectivity	
	Due Competence and Care	
	Confidentiality	
	Professional Behaviour	
	Pride	
6.	Intellectual Property	
7.	Wealth Engineer Returns	
8.	Taxes and other State Levies	
9.	Reward Quests and Conferences	
	Luxury	
	Exclusive	
	Standard	
	What each package comprises of	
	Luxury	
	Exclusive	
	Standard	
	Reward Quests - Important General Terms and Conditions	
	Conferences - Important General Terms and Conditions	
10.	Your Warranties Assurances and Undertakings	

# $\boxtimes \lor \boxtimes \bowtie \boxtimes \sqcup \boxtimes \lor$

11.	Personal Information & Communication	19
12.	Video, Photographic and Promotional Materials	20
13.	Termination and Negligent or Wrongful Acts by you	20
14.	Nomination of Beneficiary	21
15.	Structure Change Guidelines	22
	15.1 Sale of a Channel	22
	15.2 Steps to selling your Channel	22
	15.3 Wealth Engineer Moves	22
	15.4 How to move as a Wealth Engineer	23
	15.5 Channel moves	23
16.	Contracting Businesses	23
17.	Resolving Disputes	23
18.	Correspondence	24
19.	General	25
20.	Glossary of Terms	25

# 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. The latest version of the Code will always be available on DuePoint's smart phone app and it is that version that will be binding to you as the Wealth Engineer.

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 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, brokerage, binder, outsourced service, 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. 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 of 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 Lead 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 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, 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 fulling their obligations under this code.
  - 1.13.3 Solely responsible for any taxation liability incurred.
  - 1.13.4 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.

# 2. Family Members, Stacking, Marriage and Divorce

- 2.1 Excluding Wealth Engineer's already in the DuePoint's database structure before 31 January 2016, Wealth Engineers are not permitted to include any direct family anywhere within their channel where those family members live at the same physical address. The same physical address being defined as: A single address as recorded on the title deed over the property on which the family members reside, even where they reside in different buildings, structures, or sub-divisions to each other.
- 2.2 Where family members live at a single address or property, but each have their own title deed for the piece of the property they live on e.g. a housing complex, estate or sectional title apartment block, these exclusions do not apply, and these family members may be placed in a single channel.
- 2.3 These exclusions do apply, however, even where family members are required to pay rent to another family member, where there is a single title deed over the entire property. If family members live at the same location but pay rent to an independent non-family third party, these exclusions do not apply.
- 2.4 Where family members do live at the same physical address, they are not precluded from being Wealth Engineers and building their own asset of recurring income with DuePoint. These family members must simply join under a non-family member within DuePoint or as independent root Wealth Engineer within DuePoint with no Lead Wealth Engineer.
- 2.5 If it is discovered that a direct family member has been included within a Wealth Engineers channel, that direct family member and their channel will be unbundled from the offending Wealth Engineers channel and placed under their Lead Wealth Engineer.
- 2.6 Offending Wealth Engineers will either be permanently suspended from the DuePoint System or have Returns and Rewards earned by both Wealth Engineers during the time they were stacked in one channel deducted from their future earnings. This will be decided upon at the sole discretion of DuePoint.

- 2.7 Should you become engaged to or marry (Tribal and Common Law marriages included) or take up permanent residence with another Wealth Engineer who falls within your channel, that Wealth Engineer will automatically terminate.
- 2.8 Similarly, if you fall within the channel of another Wealth Engineer and become engaged to or marry (Tribal and Common Law marriages included), or take up permanent residence with such other Wealth Engineer, your engagement as a Wealth Engineer will automatically terminate.
- 2.9 Upon Wealth Engineer termination as described above, the affected channel will be consolidated into the channel of the remaining Wealth Engineer in a manner that does not result in the remaining Wealth Engineer earning more than the sum of the two Wealth Engineers earnings before the consolidation. The timing and structure of this consolidation will be performed at the sole discretion of DuePoint. Rank-ups within the XP Rewards Programme as a result of the consolidation will also be decided upon at the sole discretion of DuePoint.
- 2.10 Upon divorce or separation of couples within DuePoint's System and structure, channels will not be unbundled or split.
  - 2.10.1 Monetary Returns and Rewards earned will be divided between the two parties according to their divorce or split agreement.
  - 2.10.2 Non-monetary rewards of any kind will not be converted into money in order to be split between the parties but will be allocated to either party at the sole discretion of DuePoint.

## 3. Your Role as a Wealth Engineer

- 3.1 Your role as a Wealth Engineer is to convey to people you know or come to know materials and information regarding the DuePoint lead generation 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.
- 3.2 Wealth Engineers must always conduct themselves professionally and ethically with integrity, objectivity, confidentiality, due competence, and care. These ethical standards are further detailed in 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.
- 3.3 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, conference, trip or function and regardless of whether caused by the negligence of DuePoint, its officers, directors, employees, suppliers or consultants.

# 4. Permissions and Restrictions

#### As a Wealth Engineer you must:

4.1 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.

- 4.2 Familiarise yourself and remain up to date with the most current information published on the DuePoint website (<u>www.duepoint.net</u>) and phone app including but not limited to the prevailing version of this code.
- 4.3 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 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:

- 4.4 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.
- 4.5 Give or offer any financial or insurance advice or assistance in your capacity as a Wealth Engineer.
- 4.6 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).
- 4.7 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;
- 4.8 Collect or pay any premium or other payment on behalf of any other person including another product owner or Wealth Engineer.
- 4.9 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.
- 4.10 Attempt to or bind DuePoint to any agreement, arrangement, or contract.
- 4.11 Attempt to obtain any credit facilities either in the name of or on behalf of DuePoint.
- 4.12 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.
- 4.13 Publish, sell, or distribute any advertising or conduct any marketing activities (including any social media advertising or campaign) whereby you purport to be DuePoint, work for DuePoint or utilise DuePoint's name, trademarks or related materials in any way other than described in the "Working Explanation" below.
- 4.14 Publish, sell, or distribute any of DuePoint's endorsed products and services, the product supplier / administrator or the product underwriters or reinsurers, without the prior written approval of DuePoint.

#### Working explanation:

When on a public forum, of any kind, a Wealth Engineer may not use any reference to DuePoint, its business, its trademarked materials or training in their advertising materials or interactions with the forum. The Wealth Engineer may only speak about, describe, or disclose the wealth creation tool/mechanism created and utilised by DuePoint.

Once the Wealth Engineer is interacting with a private individual or private/closed DuePoint specific forum, then the Wealth Engineer may speak about, describe, and disclose the full details of the DuePoint Wealth Creation system, training materials and other related DuePoint supplied tools.

At no point may a Wealth Engineer speak about, describe, or disclose any information about DuePoint's products, product service providers and administrators, underwriters or reinsurers on any forum, open or closed, but must rather direct all prospective and actual customers to DuePoint's client service team, website materials, YouTube videos and other product materials made available by DuePoint itself.

- 4.15 In the creation of online materials, websites, social media pages or any other publicly displayed location, the DuePoint name or any of its associated companies, trademarked materials or other references may not be included in the name, URL, or link of any kind.
- 4.16 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.
- 4.17 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.
- 4.18 Form a company, firm or other entity incorporating as part of its name the word "Due", "Point" or any similar word or combination of words.
- 4.19 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.
- 4.20 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.
- 4.21 Directly or indirectly speak to about, procure, persuade, induce or encourage any:
  - 4.21.1 Employee of DuePoint to leave their employment.
  - 4.21.2 Wealth Engineer to terminate his engagement as a Wealth Engineer.
  - 4.21.3 Product or service owner to cancel or return anything purchased by him or her.
  - 4.21.4 Wealth engineer, product or service owner to move, join or become engaged with, in anyway, a competing or similar company/marketing method or a network, affiliate or multi-level marketing company of any kind.
- 4.22 In terms of this code, become involved in any manner whatsoever, in the provision of DuePoint's services or the sale of product or services.
- 4.23 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.

# 5. 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:

#### Integrity

- 5.1 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.
- 5.2 Wealth Engineers may NOT knowingly be associated with information, reports, incidents, accusations or other communication that:

- 5.2.1 Contain materially false or misleading statements; or
- 5.2.2 Omit or obscure information required to be included, where such omission or obscurity would be misleading.
- 5.2.3 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.
- 5.2.4 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.

#### Objectivity

5.3 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.

#### Due Competence and Care

5.4 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.

#### Confidentiality

- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 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.
- 5.9 The Wealth Engineer must take all necessary security precautions to keep confidential DuePoint's confidential information.
- 5.10 The Wealth Engineer acknowledges and understands that the unauthorised disclosure of DuePoint's confidential information may give rise to irreparable damage to DuePoint.
- 5.11 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.
- 5.12 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.

- 5.13 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.
- 5.14 The provisions of this code will survive termination of the Wealth Engineers engagement.
- 5.15 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.

#### **Professional Behaviour**

5.16 All Wealth Engineers shall conduct themselves in a manner that shall not bring the name of DuePoint, its parent company, sister companies, its subsidiaries or its Wealth Engineers 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 any other channel, channel lead Wealth Engineer, Wealth Engineer or competitor's product or services, nor exaggerate factual information about the products or services.

#### Pride

5.17 In all activities, presentations, seminars, conversations, and interactions with all people whether they be potential Wealth Engineers, peers, members of similar Channels 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 Engineers will never disrupt, interfere with, poach or create disorder in any of the activities of DuePoint, their fellow Wealth Engineers, or those of other Channels but instead, in all things, uphold a sense of pride and honour in all they do.

### 6. Intellectual Property

- 6.1 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.
- 6.2 You will bear the costs of all advertisements or other materials which you decide to publish. You may publish only as described in this code. Such materials must clearly indicate that you are an independently contracted Wealth Engineer for DuePoint.
- 6.3 On expiration or termination of your engagement, the Wealth Engineer will cease making use of any of DuePoint's materials or intellectual property.

## 7. Wealth Engineer Returns

7.1 Subject to you complying with your obligations under this code, you will be entitled to receive "Returns" (Lead fee) calculated in accordance with the following, the total of which is inclusive of VAT, where applicable.

- 7.2 Returns will only be paid for successfully raised 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.
- 7.3 Returns will be paid for each payment according to the following: Return (Lead Fee) per monthly payment made R27.50\*
  \*Subject to applicable Book Performance Quotient (BPQ) and Return plan.
- 7.4 There is no limit to the number of points upon which returns may be paid. Depending within which point the payment 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%

- 7.5 You will qualify for returns on your first point when you have become a "Qualified Wealth Engineer" with a minimum of 3 individuals whose payments are up to date and lie on your 1st point. For the purposes of calculating your returns, these 3 individuals must be linked to you directly as a result of you having approached them in terms of the DuePoint business opportunity.
- 7.6 Your return is calculated as the number of Qualified 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.)
- 7.7 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.
- 7.8 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 Qualified Wealth Engineers on your first point i.e. if you would like to earn returns on your 2<sup>nd</sup> point you need two Qualified Wealth Engineers on your 1<sup>st</sup> point. If you would like to earn returns on your 3<sup>rd</sup> point then you require three Qualified Wealth Engineers on your 1<sup>st</sup> point, and so on for each additional point you would like to earn returns on.
- 7.9 At its sole discretion, DuePoint may from time to time introduce, remove or pay Wealth Engineer rewards. The details of such rewards are available on the DuePoint's phone app.
- 7.10 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 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.
- 7.11 DuePoint reserves the right to change its remuneration, structures, rules, regulations, practices and contents of this code at any time.

- 7.12 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.
- 7.13 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.
- 7.14 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's Returns and Rewards structure.

## 8. Taxes and other State Levies

As an independent contractor of DuePoint's, 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.

# 9. Reward Quests and Conferences

#### Conference package rewards

Wealth Engineers, who qualify for DuePoint conferences are divided into three reward packages: Standard, Exclusive and Luxury. The following represent the criteria that must be met in order for a qualifying Wealth Engineer to achieve any package:

#### Luxury

- 9.1 Having achieved the required rank, Wealth Engineers that qualify for a conference for the first time are automatically awarded the Luxury package. Each year thereafter, qualifying Wealth Engineers will need to achieve 3 of the following criteria during each year's qualifying period in order to be awarded the Luxury package again. The qualifying period will be determined by DuePoint each year but will generally run from 1 January to 30 November:
  - Qualify as an Argonaut at least 11 times.
  - Grow your qualified channel by at least 1 paid product. This will be calculated on the size of your qualified channel as measured by the December consolidation run in mid-January each year.
  - Rank up at least once.
  - Attend 75% of DuePoint's events in person at the DuePoint offices.
  - Achieve 7 Rank-ups across your first point between 1 January and 30 October.
  - Have 7 Argonauts pin challenge videos selected for Tips & Techniques.

#### Exclusive

- 9.2 Qualifying Wealth Engineers will need to achieve 3 of the following criteria during each year's qualifying period in order to be awarded the Exclusive package. The qualifying period will be determined by DuePoint each year but will generally run from 1 January to 30 November:
  - Qualify as an Argonaut at least 7 times.
  - Grow your qualified channel by at least 1 paid product. This will be calculated on the size of your qualified channel as measured by the December consolidation run in mid-January each year.
  - Rank up at least once.
  - Attend 50% of DuePoint's events in person at the DuePoint offices.

- Achieve 5 Rank-ups across your first point between 1 January and 30 October.
- Have 4 Argonauts pin challenge videos selected for Tips & Techniques.

#### Standard

9.3 Qualifying Wealth Engineers who fail to achieve 3 of the 6 criteria for the Exclusive or Luxury package will be awarded the Standard package.

For ease of reference the below table contains the criteria for all 3 packages. Only 3 of the listed 6 criteria need to be met to achieve a desired package:

CRITERIA	STANDARD	<b>EXCLUSIVE</b> (achieve any three)	LUXURY (achieve any three)
Growth 1+	×	$\checkmark$	$\checkmark$
Argonaut	<7	7-10	11+
Rank-up	×	$\checkmark$	$\checkmark$
Event Attendance	<50%	50-74%	75%+
1st Point Rank Ups	<5	5-6	7+
Tips and Techniques Videos	<5	4-6	7+
First Time Rank Qualifier	-	-	Automatic

#### What each package comprises of

The designation of Luxury, Exclusive and Standard items contained within the below three packages will be decided solely upon by DuePoint and may not necessarily match the description provided by the service provider themselves.

#### Luxury

- 9.4 Those qualifying Wealth Engineers that achieve the requirements for the Luxury package will receive the following on their next rank conference:
  - You, your spouse and two children under the age of 17 years will attend.
  - You and your family will be accommodated in Luxury suites or rooms. (Destination specific and may vary between locations, where applicable).
  - You and your spouse will participate in all Spa treatments and will receive all gifts available at the conference.
  - You and your spouse will be included in all conference activities including those deemed to be Luxury package only.

#### Exclusive

- 9.5 Those qualifying Wealth Engineers that achieve the requirements for the Exclusive package will receive the following on their next rank conference:
  - You, your spouse and two children under the age of 17 years will attend.
  - You and your family will be accommodated in Exclusive suites or rooms. (Destination specific and may vary between locations, where applicable)

- You and your spouse will participate in all Spa treatments and will receive all gifts available at the conference.
- You and your spouse will be included in conference activities deemed to be included in the Exclusive package.

#### Standard

- 9.6 Those qualifying Wealth Engineers that do not achieve the requirements for the Luxury or Exclusive packages will be allocated the Standard package and will receive the following on their next rank conference:
  - You and your spouse will attend the conference.
  - You and your spouse will be accommodated in Standard rooms. (Destination specific and may vary between locations where applicable)
  - You and your spouse will be included in conference activities deemed to be included in the Standard package.

For ease of reference the below table contains everything contained in each of the 3 packages.

	STANDARD	EXCLUSIVE	LUXURY
Qualifying Attendees	You and Spouse	You, Spouse and two children	You, Spouse and two children
Room Type	Standard	Exclusive	Luxury
Gifts*	×	All	All
Treatments*	×	$\checkmark$	$\checkmark$
Activities*	Standard	Exclusive	Luxury
Transport Type*	Standard	Exclusive	Luxury

\* Where available and conference budget permitting.

#### **Reward Quests - Important General Terms and Conditions**

- 9.7 Products must be successfully debited by the last day of the month to qualify as paid. No late payments, bank deposits or EFT's will qualify towards Reward Quests.
- 9.8 Reward Quest results will be announced after the monthly Returns and Rewards consolidation process has been completed. Refer to each specific Reward Quests specific Terms and Conditions for more details in this regard.
- 9.9 To qualify for rewards with the DuePoint XP Rewards Programme, you must be a Qualified Wealth Engineer yourself.
- 9.10 It is paramount that all individuals introduced to DuePoint by you are inspired and trained within the DuePoint system in a way that leads to their long-term sustainable and successful growth within the DuePoint System. Not least of all being their conscious decision to purchase one of DuePoint's products or services and pay for them themselves on a monthly basis into the future.
- 9.11 Qualifying Wealth Engineers must build their own channels through personal invites. Any placements into their channels by their Lead Wealth Engineers or any other Wealth Engineers will be disqualified

for the purposes of Reward Quests and will not count towards qualifying the Wealth Engineer for the reward/s of these quests.

9.12 Wealth Engineers are reminded of their terms of contract as laid out in the Wealth Engineers Code of Conduct:

"As a Wealth Engineer you may not under any circumstances:

Collect or pay any premium or other payment on behalf of any other person including another product owner or Wealth Engineer".

- 9.13 Where it is found that a Lead Wealth Engineer or any other Wealth Engineer has paid for a product within the Qualifying Wealth Engineer's channel on behalf of another product owner, that payment will be disqualified from the Reward Quest and will not count towards qualifying the Wealth Engineer for the reward/s of that quest.
- 9.14 Any Wealth Engineer found to manipulate the DuePoint System or is found to be in breach of any clause within the Wealth Engineer's Code of Conduct in an attempt to complete a Reward Quest through illegitimate or deceptive means will have their contract with DuePoint immediately terminated.
- 9.15 Allocation of rewards in DuePoint's XP Rewards Programme, while subject to qualifying criteria as outlined above, also remains at the sole discretion of DuePoint.
- 9.16 Reward Quest rewards are subject to availability. Where unavailable, a suitable replacement of DuePoint's choice will be rewarded.
- 9.17 On occasion, where you have qualified, you may be requested to supply certain documentation e.g. FICA, RICA, driver's licence, TV licence documentation etc. to claim your reward. Until such time that you have provided the required documentation to DuePoint and they, in their sole discretion, are happy with the provided documentations suitability, no reward will be granted.
- 9.18 Where Reward Quest rewards are tangible rewards, they cannot be converted into cash under any circumstances.

#### **Conferences – Important General Terms and Conditions**

- 9.19 All conferences may only be attended once all the qualifying criteria for that conference has been met by the Wealth Engineer in the time frames as set for that particular conference.
- 9.20 You can only qualify once per conference.
- 9.21 Rank Conference Maintenance Qualifications:
  - To attend a Rank Conference as set out in the XP Rewards Programme, a Wealth Engineer must first meet the minimum qualified channel size for that rank (e.g. 1,000 paid products for Rank 9) and maintain it throughout the calendar year. Wealth Engineers achieving a new Rank conference for the first time must meet the minimum channel size requirement at least TWO months prior to the conference of that year (or otherwise specified by DuePoint). Wealth Engineers who have previously qualified for a Rank Conference must maintain the minimum qualified channel size throughout the 12 month period following the conference. If their qualified channel size falls below the minimum requirement for any three or more months in the 12 months after the previous conference the Wealth Engineer will be disqualified from attending that year's conference.
- 9.22 Unless otherwise specified for a specific conference or qualifying package, only the qualifying Wealth Engineer, their spouse and two children may attend. For the purposes of these conferences, a spouse is only a spouse if the marriage has been registered and a marriage certificate can be supplied to DuePoint and; the qualifying Wealth Engineer has been married to that spouse for at least 12 months.
- 9.23 The children included in the conference must be direct children of the Wealth Engineer who qualifies for the conference and must be 16 years old or younger.

- 9.24 DuePoint cannot be held liable for any injury, illness or other negative event that may occur during one of their conferences. Wealth Engineers are solely responsible for their own, their families and guests (where applicable) wellbeing during these conferences.
- 9.25 During these conferences, there will be travel, both local and international, and on occasion, there will be extra activities offered to qualifying Wealth Engineers, their family members, accompanying persons, guests and members of staff (Hereinafter referred to as the 'Participant/s').
  - 9.25.1 Acknowledgment of Risks: The Participant acknowledges that participation in these activities arranged by DuePoint carries with it inherent risks, including but not limited to the risk of personal injury, illness, death, property damage and theft. The Participant hereby confirms that they are fully aware of these risks, that where uncertain they have actively sought to clarify and assess these risks in their own minds and have subsequently voluntarily decided to participate in these travels and activities.
  - 9.25.2 Hold Harmless and Indemnify: Where any activities are made available for Participants and they include an element of danger (whether low, medium or high) or a threat of injury, illness or property damage or loss, for example quad biking, sky diving, bungy jumping, boating, swimming and water sports etc, Participants will never be forced to participate in these activities. Participation will always be voluntary. Where Participants volunteer to participate in these conference activities, they agree to hold harmless, indemnify, and defend DuePoint (including its directors, officers, employees, agents, and affiliates) from and against any and all claims, liabilities, injuries, death, illness, damages, theft, losses, or expenses, including legal fees and costs, arising out of or in any way connected with the Participants participation in the activities. This includes any claims alleging negligence or incompetence by DuePoint, its directors, officers, employees, agents, and affiliates.
  - 9.25.3 Fitness to Participate: The Participant declares that they are physically and mentally fit to participate in the conference activities and have not been advised otherwise by a qualified professional and have volunteered to participate by their own volition.
  - 9.25.4 Responsibility for Personal Property: The Participant acknowledges and agrees that there are risks of loss or theft of personal property in any travel situation and that they are at all times solely responsible for the safety and security of their personal property during the conference and conference activities. This includes, but is not limited to, personal effects, luggage, computers, sports equipment, gadgets, jewellery, and any other items brought by them to the conference.
  - 9.25.5 Limitation of Liability for Theft or Loss: DuePoint shall not be liable for the loss, theft, damage, or destruction of any personal property belonging to the Participant, regardless of how such loss, theft, damage, or destruction may occur. The Participant hereby waives any claims against DuePoint (including its directors, officers, employees, agents, and affiliates) arising out of or in any way connected with such incidents.
  - 9.25.6 Recommendation for Personal Insurance: DuePoint strongly recommends that Participants obtain adequate insurance coverage for their personal property, especially for items of significant value, to cover potential loss or theft during the trip.
  - 9.25.7 Reporting of Incidents: In the event of theft or loss of personal property, the Participants are advised to promptly report the incident to the local authorities and to DuePoint representatives. However, such reporting does not obligate DuePoint to investigate or compensate for lost or stolen items.
- 9.26 DuePoint will provide group travel insurance for participating Wealth Engineers and their family members for the duration of the conference. Full details of the group policy will be provided to qualifying Wealth Engineers prior to each conference. <u>Please note</u> that the group travel insurance provides limited travel insurance for individuals 70 years and older. It is, therefore, required that those

wealth engineers over 70 years purchase additional travel cover at their own expense, as DuePoint cannot offer assistance beyond what is included in its group travel insurance.

- 9.27 Wealth Engineers over the age of 74 are required to submit a medical fitness certificate to DuePoint before being permitted to attend any conferences. DuePoint will provide the conference itinerary and agenda, which must be reviewed and approved by a specialist travel doctor. The signed certificate confirming the Wealth Engineer's fitness to participate must be submitted to DuePoint at least four weeks prior to the conference. Where there is any change in health since obtaining the certificate a revised medical fitness certificate will need to be obtained and remitted to DuePoint before any travel commences.
- 9.28 These conferences cannot be converted into cash under any circumstances.
- 9.29 The dates, venue and itinerary of the conferences are determined by DuePoint at their sole discretion and where a Wealth Engineer cannot attend the dates of the conferences they will need to requalify for any future conferences, forfeiting their and their family's presence at the current conference.
- 9.30 Where you live outside of Gauteng, you may on occasion be required to make your way to Johannesburg at your own expense. This will be a specific requirement of certain conferences.
- 9.31 It is the qualifying Wealth Engineer's responsibility to organise and pay for any Passports or VISA's required to attend these conferences.
- 9.32 Wealth Engineers qualifying for conferences will need to attend all agenda items throughout the conference e.g. workshops, training, guest speakers, gala dinners etc except for those marked as voluntary. Failure to attend may result in disqualification from future conferences. This will be determined by DuePoint at its sole discretion.
- 9.33 As qualifying Wealth Engineers, you, and your family (and guests where applicable) not only represent yourself and your channel but DuePoint itself. As such, all attending Wealth Engineers and their families (and guests where applicable) are expected to act and behave accordingly, abstaining from drunkenness, acts of adultery and lewdness, unacceptable levels of noise, disruption, coarse, bigoted, or blasphemous language etc. In addition, all attending Wealth Engineers and their families (and guests where applicable) are expected to abide by any local laws, rules or customs including those of the location itself (Be it a hotel, tourist attraction, or conference facility etc). Unbecoming behaviour or breach of any of the aforementioned by any member of the qualifying Wealth Engineers party, may result in disqualification from future conferences and/or the immediate ejection from the event in its entirety. This will be determined by DuePoint at its sole discretion.
- 9.34 Any special medical or dietary requirements that a qualifying Wealth Engineer may have will need to be organised and paid for by that qualifying Wealth Engineer.
- 9.35 It is paramount that all individuals introduced are inspired and trained within the DuePoint system in a way that leads to their long-term sustainable and successful growth within the DuePoint System. Not least of all being their conscious decision to purchase one of DuePoint's products and pay for it themselves on a monthly basis and on an ongoing basis.
- 9.36 Qualifying Wealth Engineers must build their own channels through personal invitations. Any placements into their channels by their Lead Wealth Engineers or any other Wealth Engineer will be disqualified from the Conference and will not count towards qualifying the Wealth Engineer for the reward/s of the conference.
- 9.37 Wealth Engineers are reminded of terms as laid out in the Wealth Engineers Code of Conduct: As a Wealth Engineer you may not under any circumstances: "Collect or pay any premium or other payment on behalf of any other person including another product owner or Wealth Engineer".
- 9.38 Where it is found that a Lead Wealth Engineer or any other Wealth Engineer has paid for a product within the Qualifying Wealth Engineers channel on behalf of another product owner, that payment will be disqualified from the conference and will not count towards qualifying the Wealth Engineer for the reward/s of the conference.

- 9.39 Any Wealth Engineer found to manipulate the DuePoint System or is found to be in breach of any clause within the Wealth Engineers Code of Conduct in an attempt to qualify through illegitimate or deceptive means will have their contract with DuePoint immediately terminated.
- 9.40 To qualify for conferences/rewards with the DuePoint XP Rewards Programme, you must be a Qualified Wealth Engineer yourself.

## 10. Your Warranties Assurances and Undertakings

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

- 10.1 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.
- 10.2 You have read, accepted 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.
- 10.3 You will under no circumstances give financial or insurance advice in your capacity as a Wealth Engineer.
- 10.4 You will comply with all applicable current legislation and regulation.
- 10.5 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.
- 10.6 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 this code. 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.
- 10.7 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.
- 10.8 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.

# 11. Personal Information & Communication

By accepting your engagement as a Wealth Engineer, you agree to share the following information with DuePoint, any subsidiaries of the Persis Empowerment Group, any of their sister companies, affiliates, suppliers, 3<sup>rd</sup> parties, or any other Wealth Engineers to whom the information is pertinent and all other relevant parties:

- 11.1 Your telephonic and electronic contact information including inter alia your postal and e-mail address, your fax, fixed line, and mobile telephone numbers.
- 11.2 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.
- 11.3 Information about other Wealth Engineers falling within your points.

- 11.4 Photographic and video images and material, and any editing, amendment, or addition thereto.
- 11.5 Any other personal information considered relevant by DuePoint.

# 12. Video, Photographic and Promotional Materials

On occasion, and generally as part of our Returns and XP Rewards Programme, you may be required to participate in interviews, advertising materials and other videos, photos and event engagements.

As a Wealth Engineer, I give my consent to DuePoint to use my name, rank and biographical information, likeness, image, as well as any audio and/or visual recording, interview or photograph made of me for purposes of advertising, promotional literature, audio-visual presentations, social media posts or any related publicity.

I also agree that the recordings may be edited and otherwise altered at the sole discretion of DuePoint, and used, in whole or in part, for any and all broadcasting, non-broadcasting, audio/visual, and/or exhibition or any other lawful purpose in any manner or media, in perpetuity, throughout the world. DuePoint may use and authorise others to use all or parts of the recordings.

DuePoint, its successors and assignees shall own all rights, title and interest, including copyright, in and to the recordings, to be used and disposed of without limitation as DuePoint shall in its sole discretion determine.

I agree to relinquish all rights, title and interest I may have in the finished and raw product, or that may be used in connection therewith, and waive all rights to any compensation thereof now or in the future.

The terms of this Consent and Release shall be binding upon myself, my heirs, executors, legal personal representatives, and assigns. I execute this Consent and Release freely and voluntarily with full understanding of its contents.

All video and photographic materials recorded and taken remain the sole property of DuePoint and I hold no right to them or their use. These photographic and video materials may be distributed to any 3rd parties that DuePoint may require without your prior consent. These photographic and video materials may be placed on both private and public forums without my prior consent and for any length of time as determined solely by DuePoint.

I understand and accept that if I wish to remain anonymous or wish to have any previously published materials taken down, I will forfeit my participation in the XP Rewards Programme from that point forward and will not be eligible for any further rewards thereafter.

# 13. Termination and Negligent or Wrongful Acts by you

- 13.1 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.
- 13.2 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:
  - 13.2.1 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.
  - 13.2.2 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.

- 13.2.3 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.
- 13.2.4 give any financial, insurance or other advice which you are precluded from giving.
- 13.2.5 are provisionally or finally sequestrated.
- 13.2.6 commit any act of insolvency in terms of the Insolvency Act, 1936 (as amended); or
- 13.2.7 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.
- 13.2.8 should you be arrested, accused of racism, or reported in the press for any reason whatsoever.
- 13.3 Should your engagement be terminated for any reason, you will forfeit the right to receive any returns, rewards, or any other benefits in terms of this code with effect from the date of your termination.
- 13.4 Are found to have manipulated the DuePoint System or found to be in breach of any clause within the Wealth Engineers Code of Conduct, in an attempt to qualify through illegitimate or deceptive means for multiple memberships, Returns and Rewards or any other gain, perceived or otherwise, within the DuePoint system.
- 13.5 If DuePoint, on reasonable grounds, suspects that an act referred to in rules above has been committed, DuePoint may in its sole and unfettered discretion on written notice to you immediately suspend your engagement as a 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 code or to re-instate you, as the case may be.
- 13.6 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.
- 13.7 If this code is terminated 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.

# 14. 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 retirement, 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. 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.

Transferred Organisations, whether through sale or any other attempted means, are transferred as they exist at the moment of transferal. XP and rank status in DuePoint's XP Rewards Training Programme do not reset to nil on transfer but are transferred as is and the new Wealth Engineer will continue from that point onwards within the programme. No rewards will be paid or delivered again where they were paid or delivered to the previous owner of the Organisation within the XP Rewards Programme. Returns will continue to be paid in terms of this code.

# 15. Structure Change Guidelines

DuePoint's primary concern is to protect the measurable value and stability of Wealth Engineers' Channels (or assets). Since DuePoint aims to create long-term, generational value and income for its Wealth Engineers, it is essential to maintain the structure of these channels and uphold the principles that ensure the system's sustainability. Therefore, any decisions regarding the sale or transfer of Channels and the movement of Wealth Engineers within them are made solely by DuePoint, regardless of whether guidelines are followed.

While a Wealth Engineer is still alive and not permanently disabled, a Channel may not be transferred or donated to any other person or family member for zero value.

Upon the death or permanent disability of a Wealth Engineer, see section Nomination of a Beneficiary.

#### 15.1 Sale of a Channel

- i. No Channel may be sold without DuePoint's approval.
- ii. Channels may only be sold for the Channel Value as calculated using a recognised asset valuation model and approved by DuePoint.
- iii. Channels may not be sold below the specified Channel Value.
- iv. An administration fee of R2,000 will be charged to the buyer.
- v. Channels may not be sold to family members.
- vi. DuePoint can approve or deny any sale at its discretion.

#### 15.2 Steps to selling your Channel

- i. The seller must contact DuePoint to express the intention of selling their Channel to the buyer and provide an asset valuation, alternatively you may request a valuation from DuePoint.
- ii. Upon review of the transaction, DuePoint may specify additional terms.
- iii. Where the sale and purchaser are approved, supply DuePoint with:
  - a. The sales contract unsigned
  - b. The sales price calculations and justifications for any assumptions used.
  - c. Any other items that DuePoint may require or request.
- iv. Written approval will only be given by DuePoint once all the sales criteria has been met and provided for.
- v. Upon receipt of approval, a R2,000 administration fee must be paid to DuePoint by the buyer.
- vi. Once the administration fee has been received by DuePoint the buyer may go ahead with payment to the seller. DuePoint must be provided the proof of payment, after which DuePoint will process the sale and update all channel ownership details.
- vii. Upon finalisation of the system update, both seller and buyer will be notified of the sale completion.

If the sale is manipulated in any way (e.g. refunding the sale price), both the seller and buyer will be suspended, and legal action will be taken to recoup any Returns or Rewards paid as well as legal fees.

#### **15.3 Wealth Engineer Moves**

- i. A Wealth Engineer cannot move to another Channel, including by way of a channel purchase or otherwise, without DuePoint's approval.
- ii. A justifiable reason for the move must be provided and agreed upon by DuePoint in their sole discretion.
- iii. Wealth Engineers cannot move within their existing Channel structure.
- iv. A move will result in only the requesting Wealth Engineer being moved, and they will forfeit their existing Channel.
- v. The Wealth Engineer must get written approval from all affected Lead Wealth Engineers before requesting the move.

- vi. All move requests will attract a R1,000 administration fee to be paid by the Wealth Engineer or the new Lead Wealth Engineer.
- vii. Where it is found that a Wealth Engineer is building another Wealth Engineer's channel, their contract with DuePoint will be immediately terminated.
- viii. Where a Wealth Engineer is found to have encouraged another Wealth Engineer to pursue moving or selling out of their existing channel to the channel of the encouraging Wealth Engineer, this is in breach of the principles of Professional Behaviour and Pride as outlined in this Code and will result in the termination of the encouraging Wealth Engineer's engagement with DuePoint.

#### 15.4 How to move as a Wealth Engineer

- i. Contact DuePoint with your move request.
- ii. Supply DuePoint with a completed Move Request form as well as written agreement from all lead Wealth Engineers in your existing Channel and the new lead Wealth Engineer.
- iii. Once all required documentation has been received and reviewed, and if DuePoint approves the requested move, the applicant will be invoiced a R1,000 administration fee payable immediately.
- iv. Once the administration fee has been received, DuePoint will process the move and update all channel ownership details.
- v. Upon finalisation of the system update, the applicant will be notified of the move completion.

#### 15.5 Channel moves

A Wealth Engineer cannot request to have their entire Channel moved under any circumstances.

# 16. Contracting Businesses

DuePoint is a strictly individual to individual business. Wealth Engineers may not contract any corporate, organisation, charity, club, business or firm etc. with DuePoint. In addition, Wealth Engineers may not contract any individual with DuePoint in their capacity as an employee or member of that Wealth Engineer (e.g. where a Wealth Engineer has direct access to employees or to their personal data and is purposefully contracted to DuePoint to exploit that fact).

Where a corporate, organisation, charity, club, business or firm etc. chooses to purchase DuePoint products for their employees or members, that entity will not earn and/or qualify for any of the Returns and Rewards as outlined within the DuePoint System. Even where that entity is loaded into DuePoint's System as an individual. Written authority to utilise the purchasing entity's bank account will need to be supplied directly to DuePoint by an authorised director of that entity before any debit orders are raised on the products purchased.

# 17. Resolving Disputes

- 17.1 The procedures set out in this section 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, 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 in seeking such relief.
- 17.2 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").

- 17.3 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.
- 17.4 If the parties are unable to resolve the dispute through the process detailed above, then either party may refer the matter to arbitration.
- 17.5 The arbitration will be held, with only the parties and their representatives present thereat, at a place and venue nominated by DuePoint.
- 17.6 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.
- 17.7 The arbitrator will be an impartial advocate or admitted attorney of not less than 10 years' standing appointed by DuePoint.
- 17.8 All discussions and proceedings will be held in English.
- 17.9 The parties will keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential.
- 17.10 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.
- 17.11 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.
- 17.12 The decision of the arbitrator will be binding on the parties, without subsequent review and without the right to any appeal.

# 18. 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

Postal address: Postnet Suite 441, Private Bag X51, Bryanston, Sandton, 2021

Physical address: 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.

- 18.1 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 SMS, email or publications on the DuePoint Website and/or phone app.
- 18.2 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 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.
- 18.3 Any notice to a party:
  - 18.3.1 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);

- 18.3.2 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
- 18.3.3 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);
- 18.3.4 published on the DuePoint website or phone app. will be deemed to have been received on the date of dispatch (unless the contrary is proved).
- 18.4 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.

## 19. General

- 19.1 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.
- 19.2 No addition or modification to any provision of this code by a Wealth Engineer will be binding on the parties unless made in writing and signed by an authorised representative of DuePoint.
- 19.3 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.
- 19.4 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.
- 19.5 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.
- 19.6 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 and/or in light of current circumstances.
- 19.7 DuePoint may freely cede, delegate or assign its rights and/or obligations hereunder.

# 20. Glossary of Terms

- 20.1 "Qualifying Wealth Engineer" means one who has at least 3 other paid product owners on their 1st point and has paid for their product/service as well.
- 20.2 "**BPQ**" means Book Performance Quotient, recognising actual product and structural channel development experience.
- 20.3 "Business day" is a day that is not a Saturday, Sunday or a public holiday in South Africa
- 20.4 "**Channel**" means the channel of distribution you form or join within the DuePoint system can also be called your organisation or asset.
- 20.5 **"Code**" means this Wealth Engineers Code of Conduct 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 be accessed on the DuePoint Website at www.duepoint.net under the Wealth Engineers "My Account" logged in section or their DuePoint phone app. and of which the Wealth Engineer application forms part.
- 20.6 **"Direct family, family and family members**" mean 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

that are registered with the registrar. It further includes any other family members within two degrees of consanguinity of the Wealth Engineer living in the same household or on the same property.

- 20.7 "DuePoint" means DuePoint Network Consultants (Pty) Ltd or any of its group companies.
- 20.8 "DuePoint Website" means www.duepoint.net
- 20.9 **"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.
- 20.10 "Lead Wealth Engineer" means the Wealth Engineer whose channel you joined directly.
- 20.11 "Party" or "Parties" means the Wealth Engineer or DuePoint or both, as the context requires.
- 20.12 "**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.
- 20.13 "**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.
- 20.14 "**Product payments**" means those premiums or other amounts due from time to time for the purchase of DuePoint product or services.
- 20.15 "**Returns**" means an amount paid in accordance with the code for successfully developing your channel for DuePoint product and services.
- 20.16 "**Suspended**" or "**Terminated**" means permanently disabled within or removed from the DuePoint System. Suspended and/or terminated Wealth Engineers and/or Channels do not qualify for nor earn Returns and Rewards nor any other benefit and may not purchase, own or have a DuePoint product or service.
- 20.17 "Us" means DuePoint.
- 20.18 "You" or "your" means the Wealth Engineer.
- 20.19 "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 to be a contracted Wealth Engineer.
- 20.20 "Wealth Engineer application" means the application form to be completed by a person desiring to apply for Wealth Engineer status.

DuePoint Address: 2 Payne Road, Corner Main Office Park, Bryanston, Johannesburg, 2191 Directors: BC Benfield DuePoint Network Consultants (Pty) Ltd is an Authorised Financial Services Provider FSP No. 50318