

**To sell FMI products, please complete this application form. It must be returned to [contracts@fmi.co.za](mailto:contracts@fmi.co.za) or 031 502 7006 (fax), along with the following documents:**

## FOR ANNUALISED COMMISSION

(Applies to options 4.2 a, b and d)

- Information (Sections 1 - 11) (pg 2 - 4)
- Assets & Liabilities (To be completed in the personal capacity of the Financial Adviser signing the Deed of Surety) (pg 5 - 6)
- Confidentiality Agreement (pg 7 - 10)
- Deed of Suretyship (pg 11 - 12)
- SARS VAT Certificate
- Copies of ID books for all Financial Advisers applying, including Sub-agents
- Proof of Bank Account into which commission will be paid
- Commission statements of Insurance Companies showing persistency rate and that annualised commission is paid to you
- If any Financial Adviser is married COP or ANC with accrual, a copy of the Spouse's ID book
- FSB Registration Papers, showing products approved
- Latest Financial Statements signed by Accountant / Auditor

## FOR AS AND WHEN COMMISSION

(Applies to option 4.2 c)

- Information (Sections 1 - 11) (pg 2 - 4)
- Confidentiality Agreement (pg 7 - 10)
- SARS VAT Certificate
- Copies of ID books for all Financial Advisers applying, including Sub-agents
- Proof of Bank Account into which commission will be paid
- FSB Registration Papers, showing products approved

**In addition to the requirements above, please provide the following documents (dependent on the type of entity your brokerage is):**

## IF THE BROKERAGE IS A CC - CLOSED CORPORATION, ATTACH THE FOLLOWING DOCUMENTATION:

- Copies of ID books for all Members of the CC
- CK 2 Paper showing all Members
- Member resolution authorising the person completing the Application for Brokering Commission Agreement to enter into an insurance contract on behalf of the CC. The member resolution needs to be signed by ALL Members of the CC.

## IF THE BROKERAGE IS A PTY LTD - COMPANY, ATTACH THE FOLLOWING DOCUMENTATION:

- Copies of ID books for all Directors of the Company
- CM29 Paper showing all Directors
- Member resolution authorising the person completing the Application for Brokering Commission Agreement to enter into an insurance contract on behalf of the Company. The member resolution needs to be signed by ALL Directors of the Company.

## IF THE BROKERAGE IS A TRUST, ATTACH THE FOLLOWING DOCUMENTATION:

- Copies of ID books for all Trustees
- Copy of Trust Deed and Letter of Incorporation
- Trust resolution authorising the person completing the Application for Brokering Commission Agreement to enter into an insurance contract on behalf of the Trust. The Trust resolution needs to be signed by ALL Trustees.

Submit your completed application form to [contracts@fmi.co.za](mailto:contracts@fmi.co.za) or fax 031 502 7006.

Please ensure that all requirements are attached to the form when submitted. Otherwise processing of applications might be delayed.

In order to assist us in drawing up your relevant Brokering Agreement and to provide some background for the purpose of future servicing, please answer the following questions.

## 1. BUSINESS DETAILS

Full Name of Brokerage:	
Network Name: (if applicable)	Network Number:
Postal Address:	Code:
Street Address:	City: Code:
Business Telephone Number:	Business Fax Number:
Email Address:	
Registration Number: (if applicable)	VAT No: (if applicable)

### NAMES AND ADDRESSES OF ALL MEMBERS, PARTNERS OR DIRECTORS:

1. Name:	ID Number:
2. Name:	ID Number:
3. Name:	ID Number:

## 2. PERSONAL DETAILS (Broker applying)

Title: <input type="checkbox"/> MR <input type="checkbox"/> MRS <input type="checkbox"/> MS <input type="checkbox"/> DR <input type="checkbox"/> OTHER
Marital Status: <input type="checkbox"/> SINGLE <input type="checkbox"/> CO-HABITING <input type="checkbox"/> MARRIED <input type="checkbox"/> DIVORCED <input type="checkbox"/> WIDOWED
Surname: First Names:
ID Number:
If married, how are you married? <input type="checkbox"/> OUT OF COMMUNITY OF PROPERTY (NO ACCRUAL) <input type="checkbox"/> IN COMMUNITY OF PROPERTY <input type="checkbox"/> ANTENUPTIAL WITH ACCRUAL
<small>* If married in community of property or with accrual, please attach a copy of the spouse's ID. The spouse should also sign the Suretyship Agreement, if required.</small>
Position in Brokerage: <input type="checkbox"/> DIRECTOR <input type="checkbox"/> PARTNER <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> MEMBER

## 3. OTHER COMPANIES

Do you hold Financial Advisor agreements with any other companies? Please provide details as follows:

Name of Company	TYPE OF CONTRACT HELD:				Name in which Contract issued	Financial Advisor Code
	Annualised	Semi-Annualised	Annualised Paid Monthly	As and When		

## 4. COMMISSION PREFERENCE

### GROUP POLICIES

#### 4.1 As & When Commission

With group policies commission is calculated as a percentage of the monthly premium. This commission is then payable monthly for each collected premium, for the life of the policy.

## 4. COMMISSION PREFERENCE

### INDIVIDUAL LIFE POLICIES

4.2 For all benefits that generate an Annualised type commission, please select your preference below:

- a) **Annualised Upfront Commission**  
Total commission payable on a policy is calculated based on the formula set out in the Regulations to the Long-term Insurance Act and is paid in lump-sum amounts for both primary and secondary commission. The commission payable in the first 12 months is paid in a lump-sum amount upon the first premium collection. Secondary commission is then paid in a lump-sum amount upon the 13th premium collection. Clawbacks apply to this commission structure.
- b) **Annualised Monthly Commission**  
Total commission payable on a policy is calculated based on the formula set out in the Regulations to the Long-term Insurance Act and is paid monthly in equal monthly instalments for both primary and secondary commission. The commission payable in the first 12 months is paid in monthly instalments over the first 12 months of the policy upon the first premium collection. Secondary commission is then paid in monthly instalments over the second 12 months of the policy upon the 13th premium collection. Clawbacks apply to this commission structure.
- c) **As and When Commission**  
Total commission payable on a policy is calculated based on the formula set out in the Regulations to the Long-term Insurance Act. Commission is payable for each collected premium and is paid in equal monthly instalments for the term of the policy. Clawbacks apply to this commission structure.
- d) **Combination of Annualised and As and When Commission**  
FMI's As and When commission structure allows for the combination of the As and When option with one of the Upfront options. This means that the amount received on each commission structure will depend on the percentages chosen. Clawbacks apply to this commission structure.

## 5. BANKING DETAILS (into which Commissions are to be paid)

Full Names in which Account operates:

Account Type:  CURRENT  SAVINGS  TRANSMISSION

Bank Name:

Branch:

Town / City:

Branch Code:

Account Number:

\* Please ensure that the bank account listed here is the brokerage bank account

\* Please attach proof of banking details

## 6. FINANCIAL ADVISER STATUS

8.1 Have you ever been to court for any reason, other than as a witness or attorney?  YES  NO

8.2 Have you ever been convicted of any criminal or other offense?  YES  NO

8.3 Have you ever been insolvent or have you made a compromise with creditors?  YES  NO

If YES, please give details:

8.1

8.2

8.3

## 7. SUB AGENTS

\* PLEASE NOTE: a sub agent is an intermediary employed by your brokerage to advise clients on life assurance products

9.1 Do you have any intention of employing sub agents now or in the future?  YES  NO

9.2 Details of sub agents (Please attach copies of the relevant ID documents)

NAME	ID NUMBER

**8. COMPANY FINANCIAL INFORMATION**

\* PLEASE NOTE: In this section 'company' definition should include Partnerships and Close Corporations

Name of Accountant and/or Auditor:

Address of Accountant and/or Auditor:

**9. AUTHORISATION**

I authorise FMI to make any queries it deems necessary from any other life assurance institution or Financial Advisor by whom I am or have been employed as an intermediary or in a similar capacity, as well as from any other institution that may hold information that FMI may reasonably require in order to assess this application and I authorise all institutions and Financial Advisors referred to in this clause to furnish FMI with full and complete replies to such inquiries.

**10. UNDERTAKING & WARRANTY**

Should a Financial Advisor contract be granted to me, I undertake to furnish FMI with full particulars whenever a canvasser and/or sub agent is employed or whenever a canvasser and/or sub agent's service is terminated. I undertake to advise FMI immediately of any changes in directors/partners/members or owners as well as any changes of address and financial position of the brokerage. I undertake to abide by all other rules and conditions laid down by FMI. I agree that the answers on this questionnaire shall form part of our contract with FMI. I warrant that all information supplied in this document is correct.

**11. CONDUCT**

Your conduct in all matters relative to, or in any way connected with, your occupation as an assurance intermediary should always be such as to bring credit to the insurance industry. FMI, as an authorised administrator for Guardrisk Life, subscribes to an agreement in terms of which a register is kept of the names of all persons who are, or have been, employed as life assurance intermediaries. Under certain circumstances, when the appointment of an intermediary is terminated, and where there has been misconduct, FMI will be obliged to file a request for debarment against the name of the individual concerned. As long as this debarment remains, no other office or participating employer which subscribes to the agreement will engage him/her as an intermediary, or accept business in which he/she is involved. By accepting this appointment you acknowledge that you are aware of the debarment system and consent to its operation.

I, \_\_\_\_\_ (Financial Adviser / Brokerage representative - Delete which is not appropriate), undertake to refrain from such practices and behaviour, which could result in a debarment being recorded against my name on the intermediaries register.

Signed at: \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ .

Signature: \_\_\_\_\_

**STATEMENT OF ASSETS AND LIABILITIES**

As at:

**RANDS**

**ASSETS - Fixed property, at current market value**

Suburb	Stand No.	Type (e.g. dwelling)	Registered Owner	Price Paid

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OTHER MOVEABLE ASSETS, AT CURRENT MARKET VALUE**

**VEHICLES**

Registration Number	Make and Model	Year of Manufacture

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FURNITURE AND PERSONAL EFFECTS**

\_\_\_\_\_

**JEWELLERY AND FIREARMS**

\_\_\_\_\_

**INVESTMENT / SHARES, etc. IN QUOTED / PRIVATE INSTITUTIONS**

Type of Investment / Share	Number	Where held

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Note: Loans and/or investments in other Companies / Close Corporations etc. to be supported by relevant financial statements

**BANK BALANCES**

Type (savings, fixed deposit, current)	Number	Name of Financial Institution

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LIABILITIES**

OUTSTANDING BALANCE

**BONDS - Fixed property**

Suburb	Stand No.	Bondholder	Monthly repayment

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**INSTALMENT SALES (HP) / LEASES**

Name of Finance Company	Type of Asset	Monthly repayment	Final repayment date

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**OVERDRAFT / LOAN**

Type of Facility (overdraft, personal loan)	Name of Financial Institution	Monthly repayment

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**ACCOUNTS PAYABLE (SPECIFY)**

Name of Account			

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TOTAL LIABILITIES

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**CONTINGENT LIABILITIES (GUARANTEES, SURETYSHIP, NOTARIAL BONDS)**

		Outstanding Balance

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NETT SURPLUS / DEFICIT

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## Confidentiality Agreement Entered into between

Name of Independent Financial Adviser \_\_\_\_\_

Trading as (if applicable) \_\_\_\_\_

**Hereafter called the “Agent”**

\_\_\_\_\_  
(Identity Number / Registration Number)

**and**

**Financial Management International Proprietary Limited (FMI)**

301 Beacon Rock, 21 Lighthouse Road, Umhlanga Rocks, 4320

**Hereafter called the “Principal”**

## 1. DECLARATION

The Signatory acting on behalf of the Agent, hereby warrants that by his/her signature to this document, is authorised to bind his / her organisation to this agreement.

### PREAMBLE

It is recorded that:

- 1.1 the Principal has engaged the Agent to sell on an independent commission basis, such financial services as may be offered by the Principal from time to time;
- 1.2 in the performance of its duties the Agent, its servants, or any other associated entity may be able to gain access to some confidential and sensitive data of the Principal, including, but not limited to, its systems, their method of operation, its products, its data base, its client information and the like;
- 1.3 in addition to being able to gain such access, the Agent, its servants, or any other associated entity may be in the position of also being able to manipulate the configuration and operation of the software and/or hardware in use by the Principal;
- 1.4 the parties hereto have agreed as hereinafter set out, on the maintenance of the highest ethical standards, the preservation of the integrity of the Principal systems and the avoidance of breaches of confidentiality and that this Agreement shall be governed by and be interpreted in accordance with the laws of South Africa;
- 1.5 all references to the singular shall include the plural and vice versa;
- 1.6 This Agreement shall be deemed to take precedence over any prior contractual undertaking between the Principal and the Agent regarding Confidentiality and Secrecy.

## 2. SECRECY OBLIGATIONS

- 2.1 The Agent hereby undertakes that it will at all times keep secret and not disclose to any person whatsoever, unless required to so and with the permission of the Principal, any confidential information as hereinafter defined. The Agent undertakes to obtain from all its servants, or any other associated entity in contact with the Principal's system and confidential information, an undertaking that such servant or entity will be bound by the provisions of this agreement as though that servant or other associated entity were a party hereto.
- 2.2 Confidential information, whether contained in written or printed matter, computer discs, videos, documents, or in any other form and / or any other media, will only be removed from the Principal's premises with the written authority of an authorised employee of the Principal. The said confidential information will be maintained under lock and key and further be secured utilising such precautions as the Agent shall use to protect its own confidential information at the cost of the Agent, while out of the physical control of the Principal. Such information shall be returned at the request of the Principal, and the Agent will ensure that while such information is in its custody or under its control, it will not be copied, reprinted or reproduced in any way whatsoever.
- 2.3 For the purposes of this agreement, the term "Confidential Information" shall mean only information confidential to the Principal obtained by or conveyed to any of the servants, or any other associated entity of the Agent and pertaining to:
  - 2.3.1 The computing system (both hardware and software) utilised by the Principal in the course of its business, and any further plans of the Principal with respect thereto;
  - 2.3.2 Information and data stored on said computing system, including, without limitation, the Principal's financial and accounting data, information on the Principal's products and information on the policyholders of the Principal's products.
- 2.4 The Principal shall use its best efforts to prevent the Agent's exposure to confidential information not required by the Agent in the course of performance of its services for the Principal.
- 2.5 The Agent's obligations under this clause 2 shall not extend to confidential information that:-
  - 2.5.1 Was in the public domain at the time it was disclosed or becomes part of the public domain after disclosure, without the fault of the Agent; or
  - 2.5.2 Was known to the Agent at the time of its disclosure or becomes known to the Agent without breach of this agreement; or
  - 2.5.3 Is disclosed by the Principal to a third party without restrictions on such third part's rights to disclose or use the same; or
  - 2.5.4 Is disclosed by the Agent pursuant to judicial order or by operation of law; or
  - 2.5.5 Is approved for release upon the Principals' prior written consent.
- 2.6 The Agent shall continue to be free to engage in activities of a similar nature with, furnish information (other than Principal's confidential information, including and relating to the services and products and/or otherwise where prohibited either in terms of this Agreements or the Principal's Common Law rights) to, and receive information from, others regarding the services supplied by the Agent.



### 3. COMPUTER ACCESS, COMPUTER RESOURCE USAGE AND SPECIFIC WARRANTIES

- 3.1 The Agent and their servants, or any other associated entity hereby warrants and undertakes that it will, at all times:-
  - 3.1.1 Comply with the procedures relating to the use of dial-in facilities;
  - 3.1.2 Restrict its activities to limit the exposure of the Principal's technology and confidential information only to the extent necessary for the Agent to fulfil its obligations to the Principal, in terms of this agreement.
- 3.2 The Principal equipment allocated for use by, or operated by the Agent and their servants, agents or any other associated entity in order to enable it to carry out its duties to the Principal shall not be tampered with in any way whatsoever. Any fault therein shall be reported as soon as is reasonably possible to the Principal's information technology personnel and to the person who has authorised the access in question. No corrective actions, repairs, alterations or amendments shall be carried out by the Agent and their servants, or any other associated entity other than on the instructions of and under the supervision of duly authorised Principal's information technology personnel
- 3.3 None of the Principal's equipment shall be removed from the Principal's premises without the written permission of the Principal and then subject to the same procedures that the Principal staff are required to follow, which procedures with the Agent and their servants, or any other associated entity acknowledges themselves to be acquainted with.
- 3.4 The Agent and their servants, or any other associated entity hereby warrants and undertakes:
  - 3.4.1 That it will be bound by all security policies and procedures pertaining to the services for which access is being sought to and;
  - 3.4.2 Acknowledge that they grant FULL indemnity to the Principal and their servants, and any other associated entity against any special or consequential damages for any direct or indirect damages such as punitive damages that may result.

### 4. BREACH OF CONTRACT

- 4.1 If the obligations imposed upon the Agent and their servants, agents or any other associated entity by this contract are breached or the Commission Agreement between the Principal and the Agent terminates for any reason, any of the Principal's equipment or systems in the possession of the Agent and their servants, or any other associated entity will be returned to the Principal forthwith.
- 4.2 The Agent and their servants, or any other associated entity hereby indemnifies the Principal for any direct loss or damage which the Principal may suffer as a result of any breach of this agreement by the Agent, and their servants, or any other associated entity.
- 4.3 If the Agent, servants or any other associated entity breach any terms of this agreement, or if the Principal is of the bona fide view that the Agent, or their servants or associated entity may have breached or intend to breach or are likely to breach any such term, then the Principal shall, by writing addressed to the Agent, require the Agent to isolate such servant or associated entity from anything secret to the Principal and herein referred to, and such servant or associated entity shall thereupon be barred from entering those parts of the Head Office premises and/or any other premises of the Principal which are private to the Principal, as well as from having access to confidential information of the Principal, unless the latter shall have granted the said servant or associated entity written permission to do so.
- 4.4 The provisions of clause 4.3 shall be exercisable if in the opinion of the Principal that the Agent and their servants, or any other associated entity jointly and severally did not exercise the level of due professional care that would have been evident had the Principal's servants agents and any other associated entity undertaken a similar task should such a task fall within the ambit of duties performed by the Principal's staff.
- 4.5 The provisions of clause 4.3 shall further be exercisable if in the opinion of the Principal that the Agent and their servants, or any other associated entity jointly and severally did not follow the agreed upon policies and procedures as established by the Principal for the undertaking of the task for which remedy is being sought.

### 5. DURATION

This agreement shall remain in force even upon completion of the services to be furnished by the Agent and its servants or associated entity to the Principal. The secrecy provision hereof shall be unaffected by such termination and shall remain in full force and effect, in terms of clause 2 hereof, following termination of the agreement. The Agent and their servants, or other associated entity undertakes that should they jointly and / or severally undergo a liquidation including, but not limited to, a voluntary liquidation for the purposes of reconstruction and / or amalgamation that they shall still be jointly and severally bound by the terms of this Agreement and all conditions, clauses and codicils included herein.

The Agent and its servants, or any other associated entity undertake to bind themselves jointly and severally to be liable for any servant or associated entity that it may enter into any business venture with for the purposes of reconstruction and amalgamation, will be bound as a result by the provisions of this agreement as though that servant or other associated entity were a party hereto.

**6. NON WAIVER**

No concession, indulgence or benefit which the Principal may at any time grant to the Agent and its servants or associated entity shall constitute a novation or an amendment of this agreement or a waiver of the rights of the Principal hereunder.

**7. NO VARIATIONS**

No agreement purporting to vary the terms and conditions hereof shall be of any force or effect unless reduced to writing and signed by the parties hereto.

**8. ENTIRE AGREEMENT**

This document contains the entire agreement between the parties relating to the subject matter hereof and neither party shall be bound by any undertaking, representation, warranty or promise not recorded herein.

**9. NOTICES AND DOMICILIUM**

The parties hereto choose domicilia citandi et executandi for the purposes of giving any notice, the serving of any process and for any other purposes arising from this agreement at the following addresses:

**THE PRINCIPAL**

FINANCIAL MANAGEMENT INTERNATIONAL (PTY) LTD.  
301 Beacon Rock  
21 Lighthouse Road  
Umhlanga Rocks  
4320

**THE AGENT** (Postal Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each of the parties shall be entitled from time to time by written notice to the other to vary its domicilium to any other address which is not a post office box or poste restante.

Signed at: \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ .

For and on behalf of:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

who by signature hereof warrants his / her authority to sign

Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

1. We, the undersigned, (Name) \_\_\_\_\_; (ID) \_\_\_\_\_  
("Surety and Co-Principal Debtor) hereby bind ourselves in favour of Financial Management International Ltd and its/their successors-in-title and assigns ("the Creditor") as sureties for and co-principal Debtors with (Name) \_\_\_\_\_; (Registration Number / ID) \_\_\_\_\_ ("the Debtor") for the due and punctual payment and performance by the Debtor of all debts and obligations which may now be owing and which may hereafter arise or be owing by the Debtor to the Creditor (hereinafter collectively referred to as "the Obligations"). As part of my / our liability in terms hereof I / we bind ourselves as aforesaid to pay the amount of all charges and expenses of whatsoever nature, including, but not without derogating from the generality of the foregoing, attorney and own client legal costs and collection commission incurred by the Creditor in securing or endeavouring to secure fulfilment of the Obligations.
2. My / our liability and the rights of the Creditor hereunder shall in no way be affected or diminished if the Creditor, either now or in the future, obtains additional suretyships, guarantees, securities or indemnities, whether real or personal, in connection with or in respect of the Obligations.
3. This deed of suretyship shall be a continuing covering suretyship and shall remain in full force and effect as and when there are any amounts owing or payable by the Debtor to the Creditor.
4. The Creditor shall be entitled, without affecting its rights, and without releasing me / us, to take whatever steps it deems fit against the Debtor, to release other securities and / or sureties and/or grant the Debtor extensions of time for payment and/or to compound or to make any other arrangements with the Debtor for discharge of the Debtor's indebtedness.
5. Any leniency or extensions of time which may be granted to the Debtor or a variation or alteration to the Obligations shall not be construed as a waiver of any of the Creditor's rights or claims against me / us hereunder or as a novation of any claim and shall in no way release us from my / our liability hereunder.
6. If the Debtor shall be placed in liquidation or under judicial management (whether provisionally, finally, compulsorily or voluntarily), or under sequestration, or shall submit an offer of compromise or of composition or scheme of arrangement in terms of any company or insolvency law, the Creditor shall be entitled to accept any dividend on account and in reduction of the Debtor's indebtedness without prejudice to its rights against me / us, which rights shall further not be prejudiced by its acceptances of any other securities, guarantees or suretyships arising out of any such event.
7. I / We shall be bound by any admissions of acknowledgements of indebtedness made or given at any time by the Debtor to the Creditor in regard to any cause and / or obligations arising until such time as all obligations arising in terms of the Obligations are discharged in full by the Debtor.
8. A certificate under the hand of any director of the Creditor as to -
  - 8.1 the existence and amount of the indebtedness ("the debt") of the Debtor to the Creditor and/or of myself / ourselves at any time;
  - 8.2 the fact that the due date for payment of the debt and / or for the discharge of the Obligations hereunder has arrived;
  - 8.3 the amount of interest accrued on the debt;
  - 8.4 the rate of interest applicable to the debt; and / or
  - 8.5 any other fact, matter or thing relating to the debt and / or the Obligations and / or my / our obligations hereunder;Shall for the purpose of provisional sentence or summary judgment or any other proceedings against me / us in any competent court be -
  - 8.6 prima facie proof of the correctness of the matters stated therein;
  - 8.7 deemed to be sufficient particularly for the purposes of pleading or trial; and
  - 8.8 valid as a liquid document for those purposes.
9. I / We hereby renounce the benefits and exceptions "non causa debiti" "errore calculi", "excussion", "division", "de duobus vel pluribus reis debendi", "no value received" and "revision of accounts", the meaning, force and effect of all benefits and exceptions which I / we declare myself / ourselves to be fully acquainted with.
10. I / We hereby agree and consent that the Creditor shall, at its option, be entitled to institute any legal proceedings which may arise out of or in connection with this deed of suretyship in any magistrate's court having jurisdiction notwithstanding the fact that the claim or value of the matter in dispute might exceed the jurisdiction of such magistrate's court.

Initials of applicant / applicants: \_\_\_\_\_

**11. NOTICES AND DOMICILIA**

- 11.1 The parties hereby choose the domicilia citandi executandi at the address / addresses set out below for the purposes relating to this deed of suretyship.
- 11.2 All notices addressed to the parties at the said address / addresses and despatched by prepaid, registered post shall be deemed, unless the contrary is proved by the addressee to have reached them seven days after the day of posting of such notice.
- 11.3 The said address / addresses may be changed by the surety / sureties concerned to another address/addresses in the Republic of South Africa which is not a post office box or poste restante.
- 11.4 The address / addresses referred to in 11.1 is / are -

**THE DEBTOR** (Postal Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**THE CREDITOR**

FINANCIAL MANAGEMENT INTERNATIONAL (PTY) LTD.  
 301 Beacon Rock  
 21 Lighthouse Road  
 Umhlanga Rocks  
 Durban  
 4320

- 12. My / Our liability hereunder shall in no way be affected or diminished if one or more of my / our co-sureties fail and / or refuse to sign suretyship.
- 13. I / We acknowledge by my / our signature to this deed that it was fully complete in every respect at the time it was signed by me / us.
- 14. This suretyship shall remain in full force and effect until the I/we receive satisfactory written proof from the Creditor of the fact that I / we have been released from all of my/our obligations in terms of this suretyship which I/we signed in favour of the Creditor (guaranteeing the Obligations of the Debtor).
- 15. No cancellation or variation of this suretyship shall be of any force or effect whatsoever unless and until it is recorded in writing and signed by the parties.

Signed at: \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ .

\_\_\_\_\_  
Surety and Co-Principal Debtor

Signed at: \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ .

\_\_\_\_\_  
Spouse of Surety and Co-Principal Debtor  
(Required if married in COP / ANC with Accrual)

Initials of applicant / applicants: \_\_\_\_\_