

This entire document, when completed and signed, constitutes an application for membership and remains so until accepted by giving written notice of acceptance by StratEquity (Pty) Ltd ("ICI MARKETING" or "The Company") its subsidiaries or assigns to the signatory / client / ICI Member, where after the following agreements will exist depending on the Membership Subscription options chosen by the client on page 1 hereof, under "Step 2" and "Step 3":

- a.) Between the ICI Member and the Company on all terms, conditions and rules embodied herein;
- b.) Between the Client and StratEquity on all the terms, conditions and rules embodied in the Investment Management Agreement ("IMA") attached hereto;

**These agreements will be governed by the laws applicable in the Republic of South Africa.**

1. The Company reserves the right to either approve or decline an application for Membership and/or the Funeral and Beef benefit without having to provide notification or reason thereof.
  2. In these general terms and conditions, any reference to "client" will include a ICI MARKETING Member and/or Funeral and Beef benefit Subscriber.
  3. Any reference to the Company hereunder will include the Company and any of its subsidiaries or holding companies.
  4. Any reference to "Products" or "membership" will mean the products of the Company listed on page 1 hereof.
  5. The minimum cooling-off period of five days, as prescribed by section 16 of the Consumer Protection Act 68 of 2008 and the Direct Selling Association (DSA) Code of Practice will apply.
  6. INDEMNITY - The client indemnifies and holds the Company harmless against all claims, fines, penalties, actions, proceedings, judgments, damages, losses, costs, expenses or other liabilities caused, whether negligently or otherwise, by the non-observance or non-compliance by the client of his or her duties and obligations in terms of this agreement or the ICI MARKETING Rules and Code of Conduct and Ethics ("Company Rules").
  7. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS
  - 7.1. The intellectual property rights in respect of the Company's products/memberships and marketing methods are and shall remain the exclusive property of the Company.
  - 7.2. The client acknowledges that:
  - 7.2.1. For the duration of an appointment as an ICI Member or Funeral and Beef benefit subscriber, the client may be given access to and come into possession of trade secrets and confidential information which is proprietary to the Company ("the confidential information"). For the purpose of this clause, the confidential information shall include, but shall not be limited to, the techniques, know-how, methods of marketing, operating costs and names of clients and potential clients; and
  - 7.2.2. The unauthorised disclosure of the confidential information may give rise to irreparable damage to the Company.
  - 7.3. Accordingly, the client undertakes, without limiting his or her obligations under common law, that:
  - 7.3.1 Any confidential information in his or her possession or under his or her control shall be maintained under conditions of strict confidentiality;
  - 7.3.2 He or she shall not, directly or indirectly, use for his or her own benefit or for the benefit of any other person, any confidential information;
  - 7.3.3 He or she will not disclose any confidential information to any other person without the prior written consent of the Company;
  - 7.3.4 Without the prior written consent of the Company, he or she will not use or copy any of the information for any purpose other than performing his or her rights in terms of this appointment.
  - 7.4. The provisions of this clause shall survive termination of an appointment as a ICI Member or Funeral and Beef benefit subscriber for any reason whatsoever.
  8. TERMINATION
  - 8.1. Subject to the provisions of paragraph 8.2 of this section, the ICI Member, Funeral and Beef benefit Subscriber or the Company shall be entitled, by giving not less than 1 (one) calendar month's written notice to the other, to terminate the appointment of the membership and/or subscription to any of the products/memberships, whichever is applicable. Upon termination of membership, any residual value, including the proceeds from the sale of any remaining StratEquity Empowerment Investments 1 Ltd shares, will be deposited into the client's bank account within 45 days after the final debit date.
  - 8.2. Notwithstanding anything to the contrary herein contained, the Company shall be entitled, without prejudice to any rights that it may have, including the right to claim damages from the client, to summarily terminate the appointment of the ICI Member and/or subscription of the Funeral and Beef benefit, whichever is applicable, if the client:
    - 8.2.1 Ceases to pay the contributions as indicated in the application form;
    - 8.2.2 Breaches any of the provisions of this agreement or fails to comply with the Company Rules;
    - 8.2.3 Falsifies any document or records required by the Company, including but not limited to, an application form;
    - 8.2.4 Commits any act which in the opinion of the Company, adversely affects or is reasonably likely to affect the goodwill or business of the Company or any of its employees, contractors or ICI Members;
    - 8.2.5 Gives any financial advice or makes any claims;
    - 8.2.6 Is sequestrated / liquidated, whether provisionally or finally. However, the Company reserves the right to:
      - 8.2.6.1 Contract with any un-rehabilitated insolvent; or
      - 8.2.6.2 Continue with any agreement after the ICI Member had been sequestrated, liquidated, whether provisionally or finally; or
      - 8.2.6.3 To decide to transfer the rights of any un-rehabilitated insolvent to a third party; and further to adhere to any request by such un-rehabilitated insolvent's trustee to provide any information or to pay any or all benefits to such trustee.
  9. MISCELLANEOUS
  - 9.1. The client shall not cede, assign, transfer, part with or alienate any of his or her rights, obligations or interests in terms of this agreement, without the prior written consent of the Company.
  - 9.2. This agreement, read with the Company Rules, contains the entire agreement between the parties and neither party shall be bound by any undertaking, representations or warranties not recorded in this agreement. No agreement varying, adding to, deleting from or cancelling this appointment shall be effective unless it is reduced to writing and signed by the Company. However, it is recorded that the Company Rules can be amended from time to time without being signed.
  - 9.3. No indulgence granted by either party shall constitute a waiver of any of that party's rights under this agreement. Accordingly, that party shall not be precluded, as a consequence of granting such indulgence, from exercising any rights against the other which it may have or which may arise.
  - 9.4. The Parties consent to the jurisdiction of the Magistrate Court over all disputes and legal proceedings arising from this appointment, notwithstanding that the cause of action may otherwise fall outside the jurisdiction of such Court. Both parties may however elect to institute proceedings at their discretion in any other Court of competent jurisdiction. Irrespective of the aforementioned, no action may be instituted in any court outside the Republic of South Africa, without the written consent from the Company.
  - 9.5. The Company shall be entitled to levy joining and administration fees in addition to the income which is collected on behalf of the person that introduced the client to the Company's products/memberships and this will apply regardless of the successful collection of the subscription premium. These fees may be amended from time to time and duly communicated to the client, which fees the client accepts. The ICI MARKETING Membership fee will inter alia also be utilised to supply the ICI Member at the company's discretion with documentation on offerings and regular newsletters and statements, and/or for general administration fees and costs.
  - 9.6. Should any of the paragraphs in this agreement be in conflict with any law, or should the same not be enforceable, this will not affect the validity of the contents of the remainder of the agreement.
  - 9.7. The client hereby authorises StratEquity to utilise any funds held in the name of, or manages on behalf of the client, to pay any outstanding amount due and payable to the company by such client.
  - 9.8. Notwithstanding anything to the contrary in this agreement and the Company Rules, the Company may in its sole discretion waive any of the obligations above without the waiver creating any precedent or right to the other party, and in particular calculate or pay any amount that is due to any ICI Member for any period according to any other formula than what has been contracted herein, on condition that the formula is more advantageous to the ICI Member.
  - 9.9. The client chooses as his or her address for the delivery of all notices or service of legal process in terms of this agreement (also referred to as his or her domicile citandi et executandi) and his or her address as indicated under "Step 1 - Particulars of New Client" of this agreement, which may be changed within 14(fourteen) days written notice to the Company.
  - 9.10. The Company may, at its discretion, add to its Products. In addition, one or more of the Products may from time to time be deleted, added to or altered. Such change shall take effect on the date stipulated by the Company within a reasonable notice period. StratEquity is responsible for the day to day administration and management of its Products in terms of the IMA.
  - 9.11. The ICI Member must always promote the Company to the best of his/her ability without over claiming the quality of the Products.
  - 9.12. The ICI Member must always conduct all his/her business with honesty, integrity and professionalism.
  - 9.13. The ICI Member undertakes and is obliged to market the Products at the prices so determined by the Company.
  - 9.14. The ICI Member shall not alter, obscure, remove, conceal or otherwise interfere with any markings or nameplates or their indications of the source or origin of the Products, which may be placed thereon by the Company.
  - 9.15. The ICI Member shall not alter, obscure, remove, conceal or otherwise interfere with any markings or nameplates or their indications of the source or origin of the Products, which may be placed thereon by the Company.
  - 9.16. The Company's Products may not be sold on street corners, at flea markets or retail outlets.
  - 9.17. The client shall not without the prior consent, in writing, by the Company, be concerned or interested either directly or indirectly in the manufacture, production, importation, sale or advertising of any goods which are alike or similar to any of the Products or which, either alone or in conjunction with some other products, perform or are designed to perform, the same functions as, or similar functions to those of the Products, or which might otherwise compete or interfere with any of the Products of the Company.
  - 9.18. The client understands that entering into the StratEquity and/or ICI Membership contracts may have tax implications. The client undertakes to discuss all possible tax implications with his/her financial advisor or tax consultant. The onus rests with the client to disclose any income received from the Company in his/her annual tax returns.
- TERMS AND CONDITIONS APPLICABLE TO ICI MEMBERS**
10. By accepting this application, the Company appoints the applicant as a ICI Member, and the applicant accepts such appointment, on the terms and conditions contained in this agreement and in the ICI MARKETING Membership Rules and Code of Conduct and Ethics ("Company Rules") which are referred to in this agreement and which may be amended from time to time at the sole discretion of the Company.
  11. Only a person of or above the age of 18, shall be eligible for appointment as a ICI Member. Unless otherwise agreed to in writing, only applicants in the common monetary area may participate.
  12. The appointment as a ICI Member shall be within the Company's sole and absolute discretion and shall only become effective once the Company has accepted this application form by giving written notice of acceptance, and the ICI Member has paid the initial fee for the right to conduct business within the ICI MARKETING structure (ICI Business).
  13. The ICI Member shall introduce prospective members to the Products of the Company, as amended from time to time and/or to the ICI MARKETING Members' Business model in accordance with the provisions of this agreement, the Company Rules and the directives given by the Company from time to time. The application form and the content thereof shall be determined by the Company from time to time at the Company's sole discretion.
  14. The ICI Member will always provide prospective members with the newest version of the membership application form which may be obtained from the Company's place of business.
  15. Should this agreement be terminated for any reason other than death, the ICI Member shall forfeit the right to receive/share in any

16. further income or payments of any other share in a portion of the income in terms of this appointment after its termination, and the Company is hereby authorised to publish any detail relating to termination or suspension of such appointment.
17. The ICI Member undertakes to deliver any completed membership application forms received to the offices of the Company as soon as possible. The membership application shall be accompanied by any payment made by the applicant. The ICI Member undertakes to pay over all monies received from prospective or other ICI Members and clients and acknowledges that failure to do so may constitute fraud and result in legal action being taken against the ICI Member.
18. The ICI Member acknowledges that he or she shall not publish, sell nor distribute or reproduce any advertising, training or other material or conduct any marketing activities relating to or in connection with the Products, the Company or its marketing methods and Business models without the prior written consent of the Company. (This would include any self designed material or any presentation including material for the internet, logos or testimonials by other ICI Members). Unless the Company otherwise agrees in writing, the ICI Member shall bear the costs of any advertisement or other material he or she publishes, subject to the Company's approval of the marketing material as aforesaid. Any ICI Member who, with prior written approval of the Company, uses the Company's marketing material, must indicate clearly on the document that the ICI Member is an ICI Member of the Company. The ICI Member may not use any logos or slogans of any institution without that institution's written consent.
19. The ICI Member shall not institute legal proceedings against any third party in respect of any claim arising directly or indirectly out of or in connection with his / her appointment or activities in terms of this appointment, without the prior written approval by the Company.
20. The ICI Member shall fully observe the Company Rules and the terms of the contract and any directions given to the ICI Member from time to time. The ICI Member shall furthermore, observe all applicable laws, rules, regulations, codes of conduct and service standards relating in any manner to the performance of the ICI Member or his or her obligations in terms of this appointment or pursuant to the Company Rules and shall make representation only as approved by the Company. It is an express condition for membership that a ICI Member complies with the Code of Conduct of the Direct Selling Association of South Africa, a copy of which is available on request.
21. Nothing herein contained, whether expressly or implied, shall be construed as meaning that the ICI Member has been appointed as a financial consultant, advisor, employee or as a representative of StratEquity or any of its affiliated or associated companies. It is specifically recorded that the ICI Member is an independent contractor, independent commercial agent, independent dealer or distributor, self-employed or the like and not an employee of the Company and is, as such, not entitled to any of the benefits available to the employees of the Company. The ICI Member shall acquire no rights in respect of redundancy or retrenchment against the Company and accordingly, no retrenchment procedures will be followed or severance pay be paid upon the termination of his/her appointment for any reason by the Company. The ICI Member is furthermore not an agent of the Company and shall have no authority to make any appointment or to enter into any contract or to incur any debt or other liability or to obtain any credit facilities, either in the name of or on behalf of the Company, without obtaining the prior written authority of the Company. The ICI Member shall furthermore have no authority to make, accept, alter or discharge any contract of the Company or the Products, or to waive or lapse any Product, on behalf of the Company. Any reference to the words "commission", or "income" or any other word, which may in other circumstances refer to a relationship other than indicated above, shall not be construed as indication a deviation of the above relationship.
22. The ICI Member shall under no circumstances give financial advice in terms of this appointment.
23. The ICI Member benefits referred to on Page 1 are secured via a first party policy between the Company and a leading Insurer. ICI Members receive a Certificate of Benefits containing all of the relevant details.

**ICI MARKETING RULES AND CODE OF CONDUCT AND ETHICS ("COMPANY RULES")**

23. ICI Members will only qualify for any earnings and member benefits once their ICI MARKETING business rights have been purchased and full payment has been received, and such member is and remains active (being in a position where his/her first and subsequent premiums, as they fall due, will be paid for by debit order or covered by referral fees earned) and further have not breached this agreement in any way. However, no payment of any income / fees earned will be made if the member has not complied with, and honoured all obligations due in terms of his/her agreement and the rules applicable from time to time, the member hereby ceding his / her right to claim payment of such income / fees to the Company as security for the payment of his / her subscription fees. Income / fees will be paid from the month that the member has qualified. In the event of any subscription for any particular month not being paid, the income / fees earned in that month will not be paid to the ICI Member until such time as the subscription is paid. Even if further subscriptions are paid, the income / fees earned in the month that the subscription was not paid shall still not be paid to the ICI Member in terms of the security cession referred to above. The ICI Member acknowledges that each duty, stipulation, rule, term and condition contained in this agreement and in the Company Rules is reasonable and any breach as contemplated shall be regarded as a serious breach to the extent that the ICI Member shall have no claim for income / fees. ICI Members will earn income / fees on the acceptance of contracts referred to by them and their down lines on the income sharing / fee schedule that is applicable from time to time.
24. Income / fees will be paid according to the schedule in force and payable in South African (SA) Currency into the same bank account from which debit orders are deducted. The ICI Member acknowledges that the Company may amend such schedule in its sole discretion from time to time and the ICI Member shall have the onus and responsibility of ascertaining which schedule is in force on the date of this agreement. Supervisory fees will be paid in the month when new members have paid their initial activation fee in full.
25. An appointee will remain the appointment of the original introducer from the date of appointment whether or not the original ICI Member's contract has been terminated or ceded in accordance with paragraph 37 of these rules.
26. Should a ICI Member whose appointment has been terminated for any reason wish to apply again as an ICI Member but under a different introducer, the Company will consider such an application taking into account the following:
  - 26.1. The new introducer must be deemed to be the sole and only effective cause of the application.
  - 26.2. The Applicant ICI Member must not be a income / fee earner under his/her original ICI appointment.
  - 26.3. The termination of the original ICI Member's appointment must have taken place a minimum of 6 months prior to the new application being submitted.
- 26.4. The Applicant ICI Member relinquishes all rights to the original ICI Member's appointment and any down-line whether active or not.
- 26.5. The original ICI Member's appointment and allocated ICI Membership number will become inactive but will remain in its position in the original hierarchy.
- 26.6. The inactive business may not be sold by way of cession to any other person whether an existing ICI Member or not.
- 26.7. Should the Company approve such an application, such approval shall be in writing and be communicated to all relevant parties.
27. The ICI Member shall, in terms of his/her appointment, introduce membership applicants who, of their own accord, become a member or take up one or more of the Products available through the Company, on a non-exclusive basis.
28. The ICI Member shall at all times comply with all regulatory requirements in terms of the Financial Advisory and Intermediary Services Act 37 of 2002 ("FAIS"), the Financial Intelligence Centre Act 38 of 2001 ("FICA") and the Consumer Protection Act 68 of 2008 ("CPA") Acts or any other applicable laws or by-laws and its amendments.
29. Any income / fee earned is paid inclusive of Value Added Tax (VAT) at 14%, which the ICI Member can claim back from the Receiver of Revenue if he is registered as a vendor in terms of the Value Added Tax Act. The income is paid between the 27th and the last day of each month based on membership fees received from the first day of the previous month to the last day of the previous month, referred to as the "income month". Any other income will be calculated from the day following the previous month's income closing date until the current month's income closing date.
30. Notwithstanding the income / fee structure details above, the Company shall be entitled to set off against the monthly income payable to the ICI Member any amounts due and payable by the ICI Member from time to time and the balance after such set off shall be paid to the ICI Member. The Company shall not be obliged to pay any amount due to the ICI Member unless the sum in one month exceeds R50.
31. An ICI Member shall not send unsolicited advertisements about the membership, benefits or business opportunity in the form of faxes or emails in violation of the laws of any jurisdiction. Similarly, a ICI Member shall not engage in "spamming" in order to promote the ICI Membership or Business opportunity. Spamming includes mass mailings akin to junk-mail, to news groups and/or other persons not known personally to the ICI Member, unless specifically requested by such person.
32. The ICI Member shall, on behalf of the Company, maintain an accurate record of personal and other details of each ICI Member in their Network and any other information regarding the products or the marketing of such products, which the Company may upon written notice to the ICI MARKETING Member require to record from time to time.
33. The ICI Member shall operate from his/her premises and at his/her own cost.
34. The Company does not allow multiple ICI Memberships from a single person as a standard practice. However, should an exception arise such as the cession of an active ICI Business, written permission must be obtained from the Company.
35. An ICI Member may not pay any contributions on behalf of any other ICI Member as the Company considers this to be an unethical practice.
36. As StratEquity is registered under the FAIS Act under the control of the Financial Services Board of South Africa ("FSB"), all ICI Members contracted by the Company are bound by all regulations issued by the FSB under FAIS, which may affect him or her. The ICI Member undertakes to acquaint himself/herself with all the regulations issued by the FSB under FAIS from time to time and to act in accordance with such regulations.
37. If the Company has reason to believe that any irregularity exists in the way an ICI Member acts or conducts his/her business, or any aspect of his/her business in terms of the agreement or appointment, the Company may conduct an in-depth audit, with or without external auditors, and all costs thereof shall be borne by the ICI Member if such audit exposes any irregularity, whatever the magnitude.
38. An ICI Member shall conduct himself/herself with integrity and dignity and at all times act in an ethical manner in his/her dealings with the public, prospects, clients, employers and ICI Members.
39. An ICI Member shall act with proper skill, care and diligence in the conduct of all dealings.
40. An ICI Member should attend some of the training sessions provided by the Company from time to time in order to ensure that the ICI Member provides accurate network marketing related information to prospects at all times to enable prospects to make informed decisions.
41. An ICI Member shall act with competence and shall strive to maintain and improve his/her competence.
42. An ICI Member shall maintain knowledge of and comply with all applicable laws, rules and regulations of the Government (National & provincial), governmental agency and regulatory organisations governing financial services and general business activities.
43. An ICI Member shall not knowingly participate in, assist in, or withhold knowledge of any acts in violation of any applicable law, rule or ethical code governing financial services, listed or unlisted share markets or general business activities.
44. An ICI Member shall act with integrity and objectivity at all times, and he/she shall continually exercise good judgement.
45. An ICI Member may not solicit or accept any gift or inducement (whether by way of direct or indirect benefit) of a kind which is designed to influence his/her actions or may cause detriment to a prospect or client.
46. An ICI Member may not offer or give any form of gift or discount or inducement of a kind which is designed to influence the actions of the beneficiary, for personal gain, or which may directly or indirectly be detrimental to a client, prospect or fellow ICI Members.
47. An ICI Member may not commit a criminal act that upon conviction materially reflects adversely on his/her honesty, trustworthiness, or fitness as an ICI Member, or engage in conduct involving dishonesty, fraud or misrepresentation.
48. An ICI Member may not use high-pressure sales tactics, which are deemed unethical.