



FINANCIAL GROUP

Assuring you of our best service at all times! Making SARS work for you.

KZN OFFICE:
031 764 7733

GAUTENG OFFICE:
011 463 0052

CAPE TOWN OFFICE:
021 202 8849

EMAIL:
info@ttd-tax.co.za

PO Box 610
Kloof
3640

REFERRAL AGREEMENT

1. DEFINITIONS

- 1.1. The Referrer is you, the client, who is an active client of TTT Financial Group and who wants your friends and family to be quoted by us and who has accepted these terms and conditions, Privacy Policy and the Disclaimer.
- 1.2. The Referee is the person that you refer to us and who is interested in participating in the referral campaign.
- 1.3. The words 'us', 'we' or 'our' refer to TTT. "TTT" refers to TTT Financial Group and any of its holding companies, subsidiaries or related entities.
- 1.4. This brochure is an agreement between you and us. The agreement sets out the terms and conditions governing the referral services that are available through our service portal.

2. PROGRAM ELIGIBILITY AND PARTICIPATION

- 2.1. The Referral Program is open to all our existing clients who wish to refer new clients ("Referred Clients") to us.
- 2.2. To participate, Referrers must agree to these terms and conditions and by referring any clients to us you agree to be bound hereto.

3. REFERRAL CREDITS

- 3.1. Referral credits amounting to **R250.00** will be awarded to the Referrer for each successful referral, subject to the following conditions:
 - 3.1.1. A Letter of Engagement must be signed by the Referee and received by us by 5 July 2024;
 - 3.1.2. The Referee's tax return/s must be submitted by us, after which they will be invoiced by us;



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- 3.1.3. Payment for an invoice by the referred client must be cleared before 31 December 2024 for the Referrer to be eligible for the Referral Credit.
- 3.2. Credits will be paid out weekly into the Referrer's nominated bank account registered on record with our offices within five working days of payment clearance in our account as received from a referred client. Referrers are advised not to immediately contact us regarding the credit. The status of credit payments can be found within the TTT Client Portal and the Referrer will receive email communications on progress regarding your Referral Credit.

4. PAYMENT OF REFERRAL CREDITS

- 4.1. Referral credits will be paid out via Electronic Funds Transfer (EFT) into your bank account registered on record with our offices.
- 4.2. The referral amount will under no circumstances be set off against any outstanding invoices and/or amounts owed by the referrer.

5. REFERRAL PROGRAM TIMELINE

- 5.1. The Referral Program will run for certain time periods as determined by TTT during each tax year as determined solely and exclusively by us from time to time.
- 5.2. We retain the sole discretion to determine the timelines, as well as the continuation of the Referral Program.

6. GENERAL RULES

- 6.1. The FAIS Act states that a person who is not an authorised Financial Services Provider (FSP), accredited or is not a mandated representative of a FSP, is not permitted to give advice on financial products or provide any financial intermediary services to any other person. A person who is not a registered tax practitioner is also not permitted to give tax advice.



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- 6.2. You must always act in accordance with the terms and conditions as set out herein.
- 6.3. We will not be liable for any illegal or unlawful actions or misrepresentations made by the referrer to the referee in respect of this service or any of our products/services. The Referrer is not mandated to act as a representative, agent or authorised person to incur any obligations or liabilities on our behalf or to give any warranties, representations or undertakings of any nature on our behalf or to render tax/financial/investment advice.
- 6.4. The Protection of Personal Information Act (POPIA) prohibits the contacting of persons who have requested not to be contacted. For this reason, if the Referee is on our Do Not Contact (DNC) list, we will not contact the Referee if referred to us. Please ask your Referral to contact us directly on 011 889 8400 for a quote and request them to provide us with your name and surname in order to be linked as the referrer.

7. MISCELLANEOUS TERMS AND CONDITIONS

We reserve to, in our sole and exclusive discretion, disqualify any referrer from the referral program, should the referrer be found to have engaged in fraudulent or otherwise inappropriate conduct.

8. MONITORING OF INFORMATION

We may monitor and record communications or traffic on the referral service channels/portal in order to maintain the proper functioning of the referral services as well as to detect any unauthorised use, or when the law requires us to do so.

9. AMENDMENT OF AGREEMENT

- 9.1. We have the right to amend or add new terms and conditions for the use of the referral service channels at any time. Whenever we change this agreement, we will electronically update this agreement.



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- 9.2. You agree to review the terms and conditions of this agreement whenever you access the referral channels/portal. Save as expressly provided to the contrary in this agreement, the amended version of the agreement shall supersede and replace all previous versions thereof.

10. TERMINATION OF AGREEMENT

- 10.1. There must be a genuine relationship between the referral and the Referee and friends and family must be aware of the referral. Should you continually refer leads to us where the Referee bears no knowledge of you or the fact that we were going to contact him/her, we have the right to terminate the agreement.
- 10.2. We can terminate your right to referrals at any time or end your right to make referrals with yourself or to disqualify you from the referral programme.
- 10.3. In instances where we establish that the referrer commits fraud or miscommunicates any information in respect of advice, we reserve the right to cancel the agreement with immediate effect and any referral credit, subject to the particular fraudulent conduct or miscommunication, will not be payable.
- 10.4. We reserve the right to terminate your right to submit referrals should any one or more of the following events occur:
- 10.4.1. You commit fraud or we reasonably suspect that you have done so;
 - 10.4.2. Where we are under the impression that your behaviour was inappropriate or constitutes misconduct or prohibited conduct as fully detailed under 'General rules' above;
 - 10.4.3. If you breach this agreement;
 - 10.4.4. If the law requires us to do so.



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11. SEVERABILITY

- 11.1. Every clause of this agreement is severable from the others, including the clause headings. The clause headings have been inserted for convenience and will therefore not be taken into consideration in its interpretation.
- 11.2. If one or more of the clauses are invalid, it will not invalidate the entire agreement and the rest of the clauses contained in the agreement will still be valid and apply.

12. PRIVACY

We respect your privacy and therefore any information obtained through the referral process is subject to the terms and conditions as set out in our Privacy Policy.

13. PRIVACY POLICY

By using the referral service to submit your referrals, you acknowledge and agree to the Privacy Policy as set out below.

- 13.1. The Privacy Policy relates to the collection and use of personal information you may supply to us through the referral process and such policy therefore governs the manner in which your personal information will be dealt with.
- 13.2. Personal information for the purposes of this document means all information specific to you, which is provided to us as a result of the referrals. In other words, information that identifies you. This includes, but is not limited to, the following personal information that you may provide to us when submitting the referrals:
 - 13.2.1. your name and surname;
 - 13.2.2. RSA identity number or date of birth;
 - 13.2.3. contact numbers;
 - 13.2.4. email addresses;
 - 13.2.5. your tax number;
 - 13.2.6. bank account details.



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- 13.3. Your privacy is important to us. We will therefore not sell, rent or provide your personal information to unauthorised entities or other third parties for their independent use, without your consent.
- 13.4. If at any stage, after you have given us your consent, you no longer wish that we use your personal information, you may at any stage withdraw your consent by notifying us of the withdrawal of your consent.
- 13.5. We have the highest regard for the privacy of the personal information obtained when submitting referrals, and therefore will only use the personal information obtained subject to the terms and conditions of this agreement and for the purpose for which it was collected.
- 13.6. We value the information you chose to provide and which we collect from you and will take reasonable steps to protect your personal information from loss, misuse or unauthorised alteration.
- 13.7. The information we maintain concerning you is stored in databases that have built-in safeguards to ensure the privacy and confidentiality of that information.
- 13.8. In this regard, however, we cannot guarantee the security of any personal information that you disclose when submitting referrals through any of the referral service channels. You therefore accept the inherent risk of providing information when submitting referrals and will not hold us, our directors, employees or agents responsible for any breach of security and any damages which may arise directly or indirectly as a result of such a breach of security irrespective of whether such breach of security was as a result of negligence (including gross-negligence) by us, our directors, employees or agents.
- 13.9. The following are the instances when we will be entitled to disclose the personal information obtained from you:
- 13.9.1. When any regulatory authority for the various financial sectors requests same;



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- 13.9.2. To comply with any regulation passed under relevant legislation, or any legal process;
 - 13.9.3. To enforce and protect our rights and property (including intellectual property);
 - 13.9.4. When you have expressly authorised us to do so;
 - 13.9.5. When required by law to do so to satisfy an order and/or a subpoena issued by a court of competent jurisdiction;
 - 13.9.6. When entitled to do so by law.
- 13.10. Please ensure that you have read and understood the terms and conditions of this Privacy Policy before you proceed with referrals through any of the referral service channels available.
- 13.11. We reserve the right in our sole discretion to amend this Privacy Policy from time to time. You agree to review the Privacy Policy whenever you submit any referrals through any of the referral service channels for any such amendments. Save as expressly provided to the contrary in this Privacy Policy, the amended version of the Privacy Policy shall supersede and replace all previous versions thereof.

14. DISCLAIMER

By using the referral service channels, you further acknowledge and agree to this disclaimer.

- 14.1. Use of the portal, website and the related products and/or services shall be governed by, and construed in all respects in accordance with the laws of South Africa, and subject to the exclusive jurisdiction of the South African courts. The referral services through the available referral service channels are not provided for or intended for the use of customers and/or users outside the jurisdiction of South Africa.
- 14.2. Use of the portal or website to submit referrals and/or the information, products and services available are at the user's own risk. Notwithstanding the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, we accept



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no liability whatsoever relating to any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the information available on these referral service channels, your use of these referral service channels or any actions or transactions resulting there from, even if we have been advised of the possibility of such loss, expense, claim or damages.

- 14.3. We are not responsible for any error or delay that may arise as a result of you being unable to access the referral channels due to error on your equipment, software or services provided to you by third parties.
- 14.4. Whilst we will at all times use our best efforts to ensure that the referral service channel/portal operate as it was designed by us, we cannot warrant that the services are compatible with, or will operate with your mobile device or any software/hardware that you have on your mobile device.
- 14.5. We make no representation or warranty, whether express or implied, as to the operation, integrity, availability or functionality of the referral service channels or as to the accuracy, completeness or reliability of any information obtained from these channels.
- 14.6. We also make no warranty or representation, whether express or implied, that the products, information or files available on these channels are free of viruses, destructive materials or any other data or code which is able to corrupt, compromise or jeopardise the operation or content of your mobile device, network, or your hardware or software. You accept all risks associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise or jeopardise the operation or content of your mobile device, or your hardware or software.
- 14.7. We accept no responsibility for any errors or omissions that appear either on our website/portal.



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14.8. All rights remain reserved. Notwithstanding, any valid referral to us, you acknowledge that, we are under no obligation to offer any tax services to the referee, and we at all relevant times and in our sole and absolute discretion, reserve our right in that respect.

15. CONTACT US

For any questions regarding the referral program and/or process or the Terms and Conditions contained within this agreement, please view our portal.