

TERMS OF THE ENGAGEMENT

1. UMBRELLA TERMS OF ENGAGEMENT

- 1.1. This document sets out the terms and conditions upon which OOSTHUIZEN & COMPANY (PAARL) INC (1996/012322/21) and OOSTHUIZEN & CO FINANCIAL (PTY) LTD (2020/918063/07) (together referred to and herein referred to as "OOSTHUIZEN AND CO") agrees to act on your behalf.
- 1.2. These terms will apply to all instructions given by you in respect of each of your particular matters.
- 1.3. If you do not accept or understand these terms for any reason you should notify OOSTHUIZEN AND CO immediately in writing.
- 1.4. Save to the extent that you have notified OOSTHUIZEN AND CO in writing beforehand to the contrary, any conduct by you or your agents relating to any of your particular matter/s, that could be construed by OOSTHUIZEN AND CO as an instruction to OOSTHUIZEN AND CO to commence, or to continue to act for you, will constitute an acceptance of these terms without the necessity for you expressly to agree to them (whether orally or in writing).
- 1.5. OOSTHUIZEN AND CO may propose a variation or addition to these terms (which will apply not only to you but to other clients bound by similar terms) at any time, on notice to you in writing. Save to the extent that you have notified OOSTHUIZEN AND CO in writing beforehand to the contrary, any conduct by you or your agents relating to any of your particular matter/s that could be construed by OOSTHUIZEN AND CO as an instruction to OOSTHUIZEN AND CO to continue to act for you after receipt of the proposal, will constitute an acceptance of such variation or addition without the necessity for you expressly to agree to same (whether orally or in writing). In addition to the above, these terms may be varied or added to by mutual agreement in writing at any time, for which purpose one director and/or consultant from OOSTHUIZEN AND CO and a director who heads a department of OOSTHUIZEN AND CO must sign such amendment or variation in order for it to be binding on OOSTHUIZEN AND CO.

2. PROCESSING OF PERSONAL INFORMATION

- 2.1. By providing your details and instructions in relation to any of your particular matter/s to OOSTHUIZEN AND CO (which information may constitute personal information¹), you voluntarily, specifically and unconditionally consent to OOSTHUIZEN AND CO:
 - 2.1.1. processing²:
 - 2.1.1.1. within OOSTHUIZEN AND CO and/or any of its subsidiaries and/or any other legal entity, joint venture and/or partnership, wherever situated or operating (and irrespective of structure and/or legal nature/regime) that renders services or otherwise conducts business under a name which includes OOSTHUIZEN AND CO and/or OOSTHUIZEN AND CO or any variation thereof (including their subsidiaries, parties that are related or inter-related to them and/or their affiliated companies, to the extent applicable) and/or any trust founded by OOSTHUIZEN AND CO for its own operations and/or any entities that are related and/or inter-related to those trusts, as the case may be, -in-title and/or practice, OOSTHUIZEN AND CO located, including in countries which may not have data-protection laws similar to South Africa);
 - 2.1.1.2. on infrastructure belonging to any third party with whom OOSTHUIZEN AND CO and/or any member of OOSTHUIZEN AND CO enters into an operator agreement, the personal information which you or your holding company, any of your respective subsidiaries, affiliates, consultants or advisors, or any of their respective employees provide to OOSTHUIZEN AND CO and/or any members of OOSTHUIZEN AND CO, for any purpose in order for OOSTHUIZEN AND CO to, execute its mandate and any particular matters under its mandate and matters incidental thereto, provided that such use does not breach paragraph 4.6;

2.1.2. sending you marketing material, advertising material, newsletters or other informative material relating to itself, its professionals, the law and/or other industry developments;

2.1.3. storing your personal information for an indefinite period;

2.1.4. transmitting such personal information to other professional firm/s (wherever they may be located, including in countries which may not have data-protection laws similar to South Africa) as OOSTHUIZEN AND CO may deem necessary for the proper execution of its mandate and/or any particular matters;

2.1.5. verifying your financial and other personal information and conducting all such investigations as may be required in law including but not limited to investigations to determine, verify or monitor your identity/ownership and control structure (as may be applicable), bank account details, risk profile and source of funds; and

2.1.6. keeping any work product or other documentation (including but not limited to opinions and agreements whether drafted by OOSTHUIZEN AND CO and/or any member of OOSTHUIZEN AND CO and/or other professional firm/s and/or other documents received and/or prepared in connection with any of your know-how.

2.2. The submission by any of the persons contemplated in paragraph 2.1.1 of any personal information to OOSTHUIZEN AND CO and/or any members of OOSTHUIZEN AND CO in any form in respect of its mandate, constitutes an acknowledgement by you that such conduct is authorised and constitutes an unconditional, specific and voluntary consent to the processing of such information as contemplated in paragraph 2.1.

2.3. You confirm that you have procured the consent of your holding company and its subsidiary/ies whose personal information is provided to OOSTHUIZEN AND CO for the processing of such information by OOSTHUIZEN AND CO for the aforementioned and related purposes. You indemnify OOSTHUIZEN AND CO against any loss, liability, damage or expense (including interest and penalties) suffered or incurred by OOSTHUIZEN AND CO due to your failure to obtain the necessary consent.

2.4. You undertake to notify OOSTHUIZEN AND CO via email at the email address provided in your initial correspondence to any changes or errors to the personal information which you provide to OOSTHUIZEN AND CO. OOSTHUIZEN AND CO will update your information within a reasonable time after you have notified the company.

2.5. Unless legislation in South Africa and/or in any territory in which any member of OOSTHUIZEN AND CO operates or in respect of which OOSTHUIZEN AND CO and/or any member of the OOSTHUIZEN AND CO is bound requires or permits the processing of such information, you may withdraw your consent given under this paragraph 2 at any time on at least 10 (ten) days written notice sent to OOSTHUIZEN AND CO.

2.6. Should you believe that OOSTHUIZEN AND CO has utilised your personal information contrary to legislation in South Africa as read with this paragraph 2, you undertake to first attempt to resolve any concerns with OOSTHUIZEN AND CO by addressing a complaint in writing to the Managing Director of OOSTHUIZEN AND CO ("MD") if you are not satisfied with the recording, organising, collating, storing, accessing, merging, transmitting and destruction of personal information outcome of such process, you have the right to lodge a complaint with the Information Regulator, once established in terms of the Protection of Personal Information Act of 2013 ("POPI").

2.7. Various terms have been used in this paragraph 2 which are defined in POPI and should bear the meanings assigned to them in POPI.

3. AUTHORITY

OOSTHUIZEN AND CO is given the usual authority given to professionals to act on your behalf as necessary or incidental to your particular matter/s which, without limiting the generality of the foregoing, includes the authority to incur all expenses which it considers necessary or desirable for the proper conduct of any of your particular matter/s.

4. PROFESSIONAL DUTIES

¹ personal information is dealt with in various legislation in South Africa (which will include the Protection of Personal Information Act, 2013 ("POPI"))

² processing² as it is currently defined in POPI includes but is not limited to the collecting, receiving, recording, organizing, collating, storing, accessing, merging, transmitting and destruction of personal information

- 4.1. In order to discharge its professional duty, OOSTHUIZEN AND CO will throughout the handling of your particular matter/s rely on you to supply all necessary instructions and information promptly, and immediately advise it of any relevant change in circumstances.
- 4.2. The advice provided by OOSTHUIZEN AND CO relates to the specific instructions and circumstances which you provide. You must not rely on the advice provided by OOSTHUIZEN AND CO in different circumstances. Unless specifically instructed otherwise by you OOSTHUIZEN AND CO will not update the advice provided to you.
- 4.3. OOSTHUIZEN AND CO is free to act for any other person, subject to any legal requirements to which it is obliged to adhere and subject to the provisions of these terms.
- 4.4. The relevant OOSTHUIZEN AND CO attorney or tax or other professional (each of whom is hereafter referred to as a "professional") dealing with your particular matter will advise you if he/she becomes aware of any new instruction which is received by OOSTHUIZEN AND CO and which could result in a conflict. Whilst OOSTHUIZEN AND CO has put provisions in place to conduct conflict checks when considering accepting an instruction, it is possible that the relevant professional dealing with your particular matter may not be aware of OOSTHUIZEN AND CO representing another client in circumstances in which their conflicting matter relevant professional dealing with your particular matter becomes aware of a conflicting matter, he/she will bring that to your attention and:
- 4.4.1. if this occurs at or shortly after the commencement of your particular matter, after discussion with you, OOSTHUIZEN AND CO, reserves, at its election, the right to withdraw from your particular matter or to put in place Corporate Walls or other reasonable arrangements of a similar kind, such that all professionals at OOSTHUIZEN AND CO who are dealing with your matter and the conflict matter do not have access conflicting matter do not have access to confidential information of any OOSTHUIZEN AND CO client in respect of which the conflict applies, other than their own client. In addition, no professional or other staff member of OOSTHUIZEN AND CO working on your particular matter will be involved in the conflicting matter. In such circumstances it is agreed that OOSTHUIZEN AND CO may continue to represent you and such other client/s and that in such circumstances all professionals at OOSTHUIZEN AND CO who are dealing with your matter and the conflicting matter will no longer owe fiduciary duties to any OOSTHUIZEN AND CO client in respect of which the conflict applies, other than to their own client/s;
- 4.4.2. if this occurs at a progressed stage of your particular matter, in order to be fair to you and to other client/s of OOSTHUIZEN AND CO he/she will let you know and OOSTHUIZEN AND CO will put in place Corporate Walls or other reasonable arrangements of a similar kind in accordance with paragraph 4.4.1. In such circumstances it is agreed that OOSTHUIZEN AND CO may continue to represent you and such other client/s (or their holding company or their respective subsidiaries). If such Corporate Walls or other reasonable arrangements cannot be put in place, OOSTHUIZEN AND CO reserves the right to withdraw from your particular matter and/or the conflicting matter/s. Of course, you may terminate your mandate to OOSTHUIZEN AND CO at any time if you so wish. If OOSTHUIZEN AND CO withdraws, it will provide you with all reasonable assistance required for the purposes of handing over your particular matter to your soft costs (see paragraphs 6 and 7) incurred up until the date on which you instruct OOSTHUIZEN AND CO to hand your particular matter over or the date upon which OOSTHUIZEN AND CO withdraws from that matter.
- 4.5. OOSTHUIZEN AND COMPANY acceptance of an instruction from you shall not preclude OOSTHUIZEN AND COMPANY from:
- 4.5.1. continuing on behalf of any client with any instruction adverse to your interests (including in litigious matters against you) which were given before you instructed OOSTHUIZEN AND CO in the potentially conflicting matter;
- 4.5.2. taking on new instructions adverse to your interests, which flow from or are related to any instruction contemplated in paragraph 4.5.1, even after you have been a client for some time;
- 4.5.3. accepting any future instruction/s against you (including in litigious matters), and this shall not create an obligation upon

OOSTHUIZEN AND CO to terminate its mandate or to withdraw from your particular matter/s.

- 4.6. OOSTHUIZEN AND CO will not disclose, other than to:
- 4.6.1. any person who is employed by OOSTHUIZEN AND CO or any member of OOSTHUIZEN AND CO, subject to paragraph 4.4.1 clients are in competition with each other or otherwise are likely to have continuous opposing interests not to staff their matters with overlapping professionals;
- 4.6.2. any other persons expressly permitted in these terms;
- 4.6.3. its insurers and/or insurance intermediaries;
- 4.6.4. any person otherwise entitled at law to demand same,
- any of your confidential information which it obtains as a result of acting for you, other than as necessary to carry out its mandate. Simply, it will not disclose to you any confidential information which it has obtained as a result of acting for any other client.
- 4.7. If you cease to be a client of OOSTHUIZEN AND CO, you acknowledge that OOSTHUIZEN AND CO ceases to have any fiduciary obligations to you and only has the obligation not to disclose your confidential information. Accordingly, OOSTHUIZEN AND CO will be entitled to act for any of its clients against you and your interests, even in litigation against you, unless OOSTHUIZEN AND CO is in possession of information confidential to you which would be relevant to the particular matter of the OOSTHUIZEN AND CO client in question.

5. FOREIGN EXCHANGE TRANSACTIONS

- 5.1. You understand that:
- 5.1.1. foreign exchange transactions may be subject to obtaining the express approval of the South African Reserve Bank, which approval might be delayed or refused altogether;
- 5.1.2. OOSTHUIZEN AND CO cannot guarantee any rate of exchange, or that the requisite approval for the transaction will be obtained without delay, or at all.
- 5.2. You accordingly agree that under no circumstances whatsoever will you hold OOSTHUIZEN AND CO liable for any losses that may be caused through any fluctuation in the relevant exchange rate, or by any delay in or failure to obtain approval for the transactions.

6. FEES

- 6.1. OOSTHUIZEN AND CO charges a fee with careful regard, in each instance, to the urgency and importance of the work done, the complexity, difficulty or novelty of the matter, the skill, labour, expertise, special knowledge and responsibility involved on the part of the professional, the time expended, the quality of the work done, the experience and seniority of the professional and the value added to you. In certain instances, the fee will be determined with reference to the time expended and the charge-out rate of the professional concerned. In certain instances, OOSTHUIZEN AND CO may agree to provide you with an all-inclusive fee in respect of a particular matter, in which case the agreed fee will be charged without reference to the time expended and the charge out rate of the professional concerned and time sheets will not be maintained in such an instance. Should you require greater clarity in this regard, please discuss your concerns with the relevant professional at the outset of the particular matter.
- 6.2. Estimates of fees and expenses are given for guidance only on the basis of information known by OOSTHUIZEN AND CO and should not be regarded as quotations.
- 6.3. You have the right to give OOSTHUIZEN AND CO written notice to set a limit on the fees which you may wish to incur to OOSTHUIZEN AND CO in relation to a particular matter. If that limit is reached, the professional dealing with your particular matter in respect of which a limit has been set will notify you thereof and await your further instructions as to whether or not you wish to proceed. You should understand that, particularly in relation to litigation matters, it is not possible to limit your liability in relation to the other party's/ies costs.
- 6.4. it is OOSTHUIZEN AND CO' policy to call for a deposit to cover its fees from time to time.

6.5. Should you require to have OOSTHUIZEN AND CO's charges reviewed by any competent authority, OOSTHUIZEN AND CO shall do so within a reasonable period and you will be furnished with reasonable notice of the date of the review. Such review shall proceed on the basis of OOSTHUIZEN AND CO's internal tariff referred to above. OOSTHUIZEN AND CO reserves the right to claim;

6.5.1. payment of the charges as determined on review if the amount so determined exceeds the amount of the original invoice; and

6.5.2. the costs of preparing for and attending the review or briefing a costs consultant to do so on OOSTHUIZEN AND CO's behalf.

7. DISBURSEMENTS

7.1. Disbursements incurred by OOSTHUIZEN AND CO on your behalf (e.g. counsel's fees, sheriff's fees, courier charges, revenue stamps etc.), ("hard costs"), will be charged at cost. Hard costs are incurred on your behalf by OOSTHUIZEN AND CO as agent for and on your behalf. It is OOSTHUIZEN AND CO's policy that you will be required to pay a sufficient deposit to cover such hard costs before OOSTHUIZEN AND CO incurs same.

7.2. Certain charges such as photocopies, faxes, electronic emails, travel costs and printing etc. ("soft costs") will be charged to you and recovered from you on an ongoing basis. A list of the current rates of OOSTHUIZEN AND CO's soft costs is available to you on request. Your attention is specifically drawn to the fact that an amount is charged for each email which is sent by OOSTHUIZEN AND CO in relation to any of your matter/s.

8. PAYMENT

8.1. Invoices will reflect fees, hard costs and soft costs, exclusive of VAT. VAT will be charged at the rate applicable from time to time.

8.2. Interim accounts will be submitted at monthly intervals during the course of a matter although OOSTHUIZEN AND CO may decide to bill at longer intervals at its discretion.

8.3. OOSTHUIZEN AND CO invoices are due and payable against presentation. OOSTHUIZEN AND CO may charge interest on any amounts that remain outstanding (60) days after presentation of the invoice from that date until the date of actual payment. Interest shall be charged at an monthly rate of 2% on the outstanding amount. Interest shall be calculated daily and compounded monthly and the aforesaid does not constitute a credit agreement or credit facility within the meaning of the National Credit Act, 34 of 2005, as amended.

8.4. In the absence of specific written instructions to the contrary, OOSTHUIZEN AND CO shall have the right to appropriate from any amounts held by it in trust from time to time, such amounts as may be necessary to defray hard costs incurred on your behalf or to pay interim and/or final fee and soft cost accounts. OOSTHUIZEN AND CO may from time to time require you to pay reasonable amounts on account of anticipated fees and/or soft costs. However, such amounts are, in the normal course, intended to be held against payment of the final account to be rendered to you and you are expected to settle interim accounts without recourse to such amounts.

8.5. Payment of OOSTHUIZEN AND CO invoices shall be made without set-off and you shall not be entitled for any reason whatsoever to withhold payment of any fees, hard costs or soft costs incurred by or owing to OOSTHUIZEN AND CO whether it incurred any such hard costs or soft costs in your name or in the name of OOSTHUIZEN AND CO.

8.6. You warrant that all sums paid to any member of OOSTHUIZEN AND CO have been derived from a legitimate source and do not constitute proceeds of criminal or otherwise illegal activity and do not breach any anti-money laundering laws of South Africa and/or any international standards for the combating of money laundering and/or the financing of terrorism and proliferation of weapons of mass destruction, to which South Africa is a signatory.

9. LIABILITY FOR OR CONTRIBUTION TOWARDS YOUR COSTS

If you have arranged for a third party to be liable for or to contribute towards your legal costs, OOSTHUIZEN AND CO shall, where reasonably

possible, accommodate you by billing the third party concerned. Notwithstanding any such arrangement, you shall remain liable for OOSTHUIZEN AND CO's bills as its client and it shall look to you for payment in the event of default by the third party. Please note that in agreements where provision is made for any agreement, OOSTHUIZEN AND CO may insert a *stipulatio alteri* in its favour which will entitle but not oblige it to have recourse against the party concerned. That will not in any way relieve you from your liability to pay OOSTHUIZEN & CO's bills in full.

10. LITIGATION (IF APPLICABLE)

10.1. The basis of OOSTHUIZEN AND CO's charges in relation to litigation matters, as between OOSTHUIZEN AND CO and yourself, is the same as that set out in paragraphs 6 and 7 and is not related to any tariff of fees laid down by any competent body in relation to litigation in any court or tribunal.

10.2. If you are successful, you may be entitled to an order for the payment of your costs by another party. It should be noted in relation to any such costs order that:

10.2.1. such an award is at the discretion of the Court;

10.2.2. quasi-judicial bodies and other tribunals do usually not make cost orders;

10.2.3. you will be personally liable to OOSTHUIZEN AND CO for the costs and charges due by you in terms of paragraphs 6 and 7, regardless of any order made against your opponent;

10.2.4. it is probable that your opponent will not be ordered to pay the full amount you have to pay to OOSTHUIZEN AND CO. This means that even if you are successful in your litigation you will be liable to pay all on OOSTHUIZEN AND CO' fees, hard costs and soft costs without being able to recover the full amount from you opponent. Also, OOSTHUIZEN AND CO account will be payable upon presentation whereas the amount that you are able to recover from your opponent, will in all likelihood, take some time to be finalized and collected;

10.2.5. If your opponent is funded by legal aid, you are unlikely to recover any costs even if you are successful;

10.2.6. your opponent may be unwilling or unable to pay either the sum for which you have been given judgment or the costs he/she/it has been ordered to pay. In that event you will still be obliged to pay all OOSTHUIZEN AND CO's fees, hard costs and soft costs.

10.3. If you are unsuccessful, you may be ordered to pay your opponent's costs as well as the costs and charged due by you to OOSTHUIZEN AND CO.

11. FORENSIC SERVICES

11.1. Should you instruct OOSTHUIZEN AND CO to provide you with forensic services you consent to OOSTHUIZEN AND CO subcontracting such services to OOSTHUIZEN AND CO, on the basis that the appointed forensic service provider will charge its usual charges for matters of this nature, which you will be liable for. In such circumstances any reference herein to OOSTHUIZEN AND CO will also include a reference to OOSTHUIZEN AND CO. You may of course also instruct the service provider directly, in which case, if you do not already have terms and conditions in place with the service provider upon which OOSTHUIZEN AND CO agrees to act on your behalf, these terms will apply *mutatis mutandis* to that instruction until those terms and conditions with the service provider are in place. This constitutes a *stipulatio alteri* in favour of the service provider, which may be accepted by it at any time.

11.2. You agree that in such circumstances OOSTHUIZEN AND CO may disclose to the service provider your confidential and/or privileged information.

12. CORPORATE SECRETARIAL SERVICES

12.1. Should you instruct OOSTHUIZEN AND CO to provide you with corporate secretarial services (such as the formation of a new company, the transfer of a shelf company to you, the registration of resolutions and other such corporate secretarial services), you consent to OOSTHUIZEN AND CO, at its discretion, subcontracting such services to, ASPEN, an independent company, or a company providing similar services and that will charge its usual charges for matters of this nature, which you will be liable for and

which will be charged by OOSTHUIZEN AND CO as a disbursement to you.

- 12.2. You agree that in such circumstances OOSTHUIZEN AND CO may disclose to ASPEN and/or such third party company your confidential information.

13. INVESTMENTS

- 13.1. If you instruct OOSTHUIZEN AND CO to invest funds on your behalf and if OOSTHUIZEN AND CO accepts any such instruction, you will be required to sign the standard OOSTHUIZEN AND CO investment letter.
- 13.2. It is not OOSTHUIZEN AND CO's area of expertise to give any investment advice and no discussion relating to the investment of your funds should be construed as such.

14. FILE STORAGE

At the end of a matter, OOSTHUIZEN AND CO will only have the obligation to store that information in relation to your file which it is obliged to store as a matter of law, after which OOSTHUIZEN AND CO has the right to destroy that information. If you want OOSTHUIZEN AND CO to store anything in your file beyond what OOSTHUIZEN AND CO is obliged to store by law, OOSTHUIZEN AND CO will only do so if you make a special arrangement with OOSTHUIZEN AND CO and it agrees on a suitable financial arrangement for the storage and retrieval from storage and for supplying copies of any documents contained therein. OOSTHUIZEN AND CO shall decide, in its discretion (subject to the requirements of any law) on the format in which any information is to be stored.

15. TERMINATION OF MANDATE

- 15.1. Without prejudice to its other rights and remedies, OOSTHUIZEN AND CO will have the right to cease work and/or withdraw from any of your particular matter/s and/or terminate its mandate by giving you written notice at your last known address, inter alia, in the event that:
 - 15.1.1. you fail promptly to supply any information or instructions needed by OOSTHUIZEN AND CO to act on your behalf or to advise OOSTHUIZEN AND CO immediately of any relevant change in circumstances;
 - 15.1.2. any account remains unpaid for more than 30 (thirty) days after presentation;
 - 15.1.3. OOSTHUIZEN AND CO determines, in its sole discretion, that it is not in a position to properly perform an instruction given by you to it;
 - 15.1.4. OOSTHUIZEN AND CO considers, in its sole discretion, that any part of the conduct required to be undertaken by OOSTHUIZEN AND CO on your behalf is inappropriate;
 - 15.1.5. OOSTHUIZEN AND CO takes a decision to withdraw from any particular matter under its mandate in the circumstances set out in paragraph 4.

- 15.2. If a mandate in respect of any of your particular matter/s is terminated by either party, for any reason whatsoever, OOSTHUIZEN AND CO will be entitled to payment of its fees and disbursements incurred up to and including the date of such termination.

16. CLIENT CARE

- 16.1. At OOSTHUIZEN AND CO client care is important to us and we endeavour to add value to the development of a positive and productive relationship.
- 16.2. It is the policy of OOSTHUIZEN AND CO to investigate complaints and expressions of dissatisfaction fully and promptly. If you have a complaint relating to the work being carried out for you, you should raise this in the first instance with the professional dealing with the matter. If you are still dissatisfied, you should lodge a formal complaint (preferably in writing) to the MD giving full details of your complaint. The MD or another executive nominated by him/her will investigate the matter and will respond to you.

17. LIMITATION OF LIABILITY AND WAIVER AND INDEMNITY

- 17.1. You waive any claim of whatsoever nature (including damages, loss, interest, costs, expenses OOSTHUIZEN AND CO or otherwise (not limited ejusdem generis), howsoever arising whether in contract or in delict or otherwise (not limited ejusdem generis) which you may have against OOSTHUIZEN AND CO (and its successors in practice) beyond the amount actually recovered by it under its professional indemnity insurance policy in respect of your claim. Whilst OOSTHUIZEN AND CO will make every effort to ensure that professional indemnity insurance is in place, it gives no undertaking that there will be professional indemnity insurance in place to cover such claim or that if there is such professional indemnity insurance in place that it will be sufficient to cover your claim/s. On request OOSTHUIZEN AND CO will send you its existing professional indemnity insurance certificate.

- 17.2. You waive any claim of whatsoever nature (including but not limited to damages, loss, interest, costs, expenses or otherwise (not limited ejusdem generis), howsoever arising whether in contract or in delict or under section 19(3) of the Companies Act, 2008 (as amended or substituted) or otherwise, which you may have against any of the directors, past directors, employees or past employees of OOSTHUIZEN AND CO (and its successors in practice) (in whose favour this constitutes a *stipulatio alteri* capable of acceptance at any time) by reason of any negligent act or omission on the part of any director, past director, employee or past employee of OOSTHUIZEN AND CO.

- 17.3. You indemnify OOSTHUIZEN AND CO (and its successors in practice), its directors, past directors, employees and past employees (in whose favour, where applicable, this constitutes a *stipulatio alteri* capable of acceptance at any time) against any claim of whatsoever nature (including but not limited to damages, loss, interest, costs, expenses or otherwise (not limited ejusdem generis)), howsoever arising whether in contract or in delict or under section 19(3) of the Companies Act, 2008 (as amended or substituted) or otherwise, that may be made against OOSTHUIZEN AND CO (and/or its successors in practice), any of its directors, past directors, employees and/or past employees by any third party as a result of any work done, or omitted to be done, whether negligently or in breach of obligations to you or otherwise, by OOSTHUIZEN AND CO (or its successors in practice), any director, past director, employee or past employee of OOSTHUIZEN AND CO for you or on your behalf.

- 17.4. Reference to OOSTHUIZEN AND CO in paragraphs 17.2 and 17.3 includes any member of OOSTHUIZEN AND CO (in whose favour, where applicable, this constitutes a *stipulatio alteri* capable of acceptance at any time).

18. ARBITRATION

- 18.1. Save in respect of those provisions of these terms which provide for their own remedies other than arbitration and other than where an interdict is sought or urgent relief may be obtained from a court of competent jurisdiction, any dispute, controversy or claim which arises regarding any of your particular matter/s and/or your mandate to OOSTHUIZEN AND CO may within the sole discretion of OOSTHUIZEN AND CO be submitted to and decided by arbitration in accordance with this paragraph 18. OOSTHUIZEN AND CO reserves the right to institute court proceedings for the collection of your legal fees.

- 18.2. The seat of the arbitration will be South Africa and the geographic location of the arbitration hearings will be Cape Town, South Africa.

- 18.3. The arbitration will be subject to the applicable arbitration legislation for the time being in force in South Africa, but solely and exclusively applying the Arbitration Foundation of Southern Africa's ("AFSA"). Expedited Rules of Arbitration in effect at the date of commencement of the arbitral proceedings. If any provision of this paragraph 18 is inconsistent with those rules, the provisions of this paragraph 18 shall prevail. The arbitration will be administered by AFSA.

- 18.4. The Arbitrator will be an impartial practicing advocate of at least 15 (fifteen) years' standing agreement upon between you and OOSTHUIZEN AND CO or, failing such agreement, nominated and appointed by AFSA. If AFSA fails or refuses to do so, you or OOSTHUIZEN AND CO may approach the High Court of South Africa to appoint the arbitrator. To the extent necessary, the court is expressly empowered to do so.

- 18.5. You or Oosthuizen and Co will be entitled to have the arbitration award made an order of court of competent jurisdiction.

- 18.6. The language to be used in the arbitration proceedings will be English.

- 18.7. The evidence in the arbitration proceedings and any order made by the arbitrator will be kept confidential.

18.8. There shall be no right of appeal against the arbitrator's award.

18.9. This paragraph 18 shall remain in effect even if any of your particular matter/s and/or your mandate to OOSTHUIZEN AND CO is terminated for any reason, and it shall also be severable from the rest of these terms and remain in effect notwithstanding that the remainder of these terms may be void or voidable.

- *mutatis mutandis* - the clause/paragraph/agreement which is being referred to must be read subject to making the necessary changes
- *domicilium citandi et executandi* – an address nominated and agreed as a party's address for the purpose of the service of notices and legal process

19. GOVERNING LAW

Our relationship shall be governed by South African law and if the prescription laws of South Africa are not considered to be substantive laws thereof, by its prescription laws as well but excluding its conflict of law principles.

20. SUBMISSION TO JURISDICTION

20.1. You irrevocably submit and consent to the jurisdiction of the High Court of South Africa at Cape Town for the purposes of any:

20.1.1. interdict or urgent action or proceeding in regard to any of your particular matter/s and/or your mandate to OOSTHUIZEN AND CO;

20.1.2. court proceedings for the collection of any fees or costs due to OOSTHUIZEN AND CO which OOSTHUIZEN AND CO might institute.

20.2. You furthermore waive any objection you may now or hereafter have that such action or proceeding has been brought in an inconvenient forum.

21. ADDRESS FOR SERVICE

Your address for purpose of the service of notices and legal process (*domicilium citandi et executandi*) will be the last physical address which you furnished to OOSTHUIZEN AND CO.

22. WHOLE AGREEMENT, NO AMENDMENT

22.1. When you brief OOSTHUIZEN AND CO on any particular matter, the professional working on your matter may send you a mandate letter which sets out the scope of work and/or the fees in respect of that particular matter. That mandate letter is subject to these terms and these terms will prevail in the case of any conflicts.

22.2. These terms constitute the whole agreement between you and OOSTHUIZEN AND CO relating to the subject matter hereof and supersedes any other discussions, agreements and/or understandings regarding the subject matter hereof.

22.3. No oral *pactum de non petendo* between you and OOSTHUIZEN AND CO shall be of any force or effect.

22.4. No extension of time or waiver or relaxation of any of the provisions of these terms shall operate as an estoppel against either party in respect of its rights under these terms, nor shall it operate so as to preclude such party (save as to any extension, waiver or relaxation actually given) thereafter from exercising its rights strictly in accordance with these terms.

22.5. To the extent permissible by law neither you nor OOSTHUIZEN AND CO shall be bound by any express or implied or tacit term, representation, warranty, promise or the like not recorded herein, whether it induced this agreement and/or whether it was negligent or not.

23. NOTICES

Save as set out in these terms to the contrary, where you are entitled/required to give notice to OOSTHUIZEN AND CO you must provide such notice in writing marked for the attention of the CE.

BRIEF EXPLANATIONS OF LATIN TERMS USED IN THE TERMS OF ENGAGEMENT - IN THIS REGARD:

- *ejusdem generis* - as to the same kind, class or nature
- *pactum de non petendo* - an agreement not to sue
- *stipulatio alteri* - a contract for the benefit of a third party