

PLEASE ENSURE THAT YOU'VE READ THESE TERMS AND CONDITIONS CAREFULLY.

These terms and conditions apply to your relationship with us in general and to each specific Matter. We reserve the right to vary these terms, in whole or in part, from time to time without the consent of any client and will publish notice of our intention to do so. By making use of our services, you agree to be bound by the terms and conditions contained in this Agreement.

1 DEFINITIONS AND INTERPRETATION

In this Agreement, clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention, -

- 1.1 a word or an expression which denotes -
 - 1.1.1 any gender includes the other genders;
 - 1.1.2 a natural person includes an artificial or juristic person and *vice versa*;
 - 1.1.3 the singular includes the plural and *vice versa*;
- 1.2 the following words and expressions shall bear the meanings assigned to them below and cognate words and expressions bear corresponding meanings -
 - 1.2.1 "**Affiliate**" - of a specific Entity ("**Specified Entity**") means -
 - 1.2.1.1 each Entity which is directly or indirectly Controlled by the Specified Entity; and
 - 1.2.1.2 each Entity which directly or indirectly Controls the Specified Entity; and
 - 1.2.1.3 each Entity which is directly or indirectly Controlled by an Entity referred to in 1.2.1.2;
 - 1.2.2 "**Agreement**" means these terms and conditions, together with its annexures, and as amended from time to time; and "**Terms**" shall have the same meaning;
 - 1.2.3 "**AML**" means anti money laundering;
 - 1.2.4 "**AML Legislation**" means legislation of the Republic of South Africa aimed at combating and preventing money laundering activities, including but not limited to, FICA;
 - 1.2.5 "**Business Day**" means any day which is not a Saturday, a Sunday or an official public holiday in South Africa;

- 1.2.6 "Client" means a Party who mandates Moosa & Pearson . to provide Services in respect of a Matter; and "you" shall have the same meaning;
- 1.2.7 "Companies Act" means the Companies Act No. 71 of 2008;
- 1.2.8 "Control" shall be construed in accordance with section 2(2) (as read with section 3(2)) of the Companies Act; and "Controls" and "Controlled" shall be construed likewise and shall bear a similar meaning;
- 1.2.9 "Consumer Protection Act" means the Consumer Protection Act No. 68 of 2008;
- 1.2.10 "Confidential Information" shall mean all information relating to that Party, its assets and affairs, including all communications (whether written, oral or in any other form) and all reports, statements, schedules and other data concerning any financial, technical, labour, marketing, administrative, accounting or other matter about that Party designated and marked as "confidential" or "proprietary" or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential;
- 1.2.11 "Engagement" means the written or oral mandate a Client gives Moosa & Pearson to provide Services to the former in respect of a Matter;
- 1.2.12 "Entity" or "Person" includes any natural or juristic person, association, business, close corporation, company, concern, enterprise, firm, partnership, joint venture, trust, undertaking, voluntary association, body corporate, and any similar entity, in any jurisdiction;
- 1.2.1 "Moosa & Pearson" means Moosa and Pearson Incorporated (Registration Number 2015/349186/21), a personal liability company duly registered and incorporated in terms of the laws of South African whose registered address is 23 Coniston Chambers, Rondebosch, its affiliated firms, alliance partners or other entities; and "we", "our", "us" and "the firm" shall have the same meaning;
- 1.2.2 "Force Majeure Event" means an event or sequence of events beyond a Party's reasonable control preventing or delaying it from performing its obligations under this Agreement, including but not limited to, flood, earthquakes, war (whether declared or not), terrorism, sabotage, revolution, invasion, insurrection, riot, blockade, embargo, boycott, the exercise of military power, fire, explosion, pandemic, quarantine and acts or restrains of government including the imposition or restrictions of or embargos on imports or exports;
- 1.2.3 "FICA" means the Financial Intelligence Centre Act No. 11 of 2008;
- 1.2.4 "Fidelity Fund" means the Legal Practitioners' Fidelity Fund established under the Legal Practice Act;



- 1.2.5 **"Intellectual Property"** means all intellectual property of any nature or form whatever and wherever situated, including any copyright, name, trading style, mark, logo, trade mark, brand, drawing, design, pattern, registered design, patent, invention, discovery, process, formula, know-how, computer software, source code, customer lists, domain names, confidential information, goodwill or any application in respect of the foregoing;
- 1.2.6 **"KYC"** means 'know-your-customer/client';
- 1.2.7 **"KYC Verification"** means the process in terms of which a Client's particulars are verified, to the extent required by AML Legislation;
- 1.2.8 **"Legal Practice Act"** means the Legal Practice Act No. 28 of 2014 and **"LPA"** shall bear the same meaning;
- 1.2.9 **"Matter"** means the legal or other matter in respect of which Moosa & Pearson is mandated to render Services to a Client ;
- 1.2.10 **"Parties"** means Moosa & Pearson and a Client collectively, and **"Party"** shall mean either of them, as the context may require;
- 1.2.11 **"POPIA"** means the Protection of Personal Information Act No 4 of 2013;
- 1.2.12 **"Privacy Policy"** means Moosa & Pearson's privacy policy, as amended from time to time;
- 1.2.13 **"Services"** means any advice, deliverable, product, information or other obligation or service Moosa & Pearson performs or provides in respect of a Matter in terms of an Engagement including, but in no way limited to, the legal services provided by Moosa & Pearson;
- 1.2.14 **"South Africa"** means the Republic of South Africa;
- 1.2.15 **"VAT"** means value-added tax levied in terms of the Value-Added Tax Act No 89 of 1991;
- 1.3 reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as of 1 July 2021, and as amended or substituted from time to time;
- 1.4 if any provision in a definition is a substantive provision conferring a right or imposing an obligation on either Party then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this Agreement;
- 1.5 where any term is defined within a particular clause other than this 1, that term shall bear the meaning ascribed to it in that clause wherever it is used in this Agreement;



- 1.6 where any number of days is to be calculated from a particular day, such number shall be calculated as excluding such particular day and commencing on the next day. If the last day of such number so calculated falls on a day which is not a Business Day, the last day shall be deemed to be the next succeeding day which is a Business Day;
- 1.7 any reference to days (other than a reference to Business Days), months or years shall be a reference to calendar days, calendar months or calendar years, respectively;
- 1.8 any term which refers to a South African legal concept or process shall be deemed to include a reference to the equivalent or analogous concept or process in any other jurisdiction in which this Agreement may apply, or to the laws of which a Party may be or become subject;
- 1.9 the expiry, termination or cancellation of this Agreement shall not affect those provisions of this Agreement which expressly provide that they will operate after any such expiry, termination or cancellation or which of necessity must continue to have effect after such expiry, termination or cancellation, notwithstanding that such provisions do not expressly provide for this; and
- 1.10 the use of the word "including", "includes" or "include" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s.
- 1.11 the terms of this Agreement having been negotiated, the rule of interpretation which prescribes that, in the event of ambiguity, a contract should be interpreted against the Party responsible for its drafting, shall not be applied in the interpretation of this Agreement.

2 CONSUMER PROTECTION NOTICE

If a Client is a consumer, as defined in the Consumer Protection Act, Moosa & Pearson has a duty to point out the existence of certain important terms to you. The types of terms and reasons why they are important are set out below.

- 2.1 **Limitations of our liability** – certain terms contained in this Agreement limits our liability. These terms are important because they limit and exclude obligations, liabilities, and legal responsibilities that we may otherwise have to you. They also limit and exclude your rights and remedies and place various risks, liabilities, obligations, and legal responsibilities on you.
- 2.2 **Assumption of risk** – certain terms are important because they contain assumptions of risk by you and may limit your rights and remedies against us.
- 2.3 **Acknowledgement of fact** – certain terms are important because they each contain an acknowledgement of fact by you.



- 2.4 **Indemnity** - paragraph 14 requires you to indemnify (hold us harmless) us against claims that may be made against us in certain circumstances- this may place various risks, liabilities, obligations and legal responsibilities on you, and we may claim payment from you of the amount of these claims.

3 GENERAL TERMS OF ENGAGEMENT

- 3.1 The Parties shall from time to time agree on the scope of the mandate of Moosa & Pearson in respect of a Matter and shall endeavour to execute written letters of engagement. The absence of a written letter of engagement shall not nullify any mandate, nor shall it absolve a Client of the legal duty to pay fees and disbursements incurred arising in relation to any Matter, nor give rise to any right on the part of a Client to refuse or withhold payment of fees and/or disbursements debited to a Client's account.
- 3.2 Moosa & Pearson. may take instructions from and any other person whom it reasonably believes Client has authorised to issue instructions to us. We only owe a duty of care to a Client. Such duty does not extend to a Client's holding company, subsidiary/ies, affiliated company/ies, if applicable, and other third parties, unless the Parties agree otherwise in writing.
- 3.3 Moosa & Pearson will take reasonable steps to complete a Client's s mandate and provide deliverables in the timeframes agreed upon, or as soon as is reasonably possible in the circumstances.
- 3.4 Moosa & Pearson will give advice based on its understanding and interpretation of any relevant facts, statutes, case law and practice as at the time advice is dispensed. Subsequent changes in law and practice may affect the advice, but we are not obligated to update advice in line with any of these changes, unless we have specifically agreed in writing to do so.

4 FEES

- 4.1 The fees payable by a Client in respect of any Matter shall be computed on a time-cost basis at agreed rates recorded in letters of engagement, or agreed to orally, or as recorded by Moosa & Pearson. in any electronic or other written communication to a Client. In the absence of a written letter of engagement, a Client shall be deemed to have accepted a fee rate if acceptance is indicated orally or in writing at any time, or if acceptance may be inferred from a Client's payment of an account based on a fee rate stipulated in an invoice or statement of account without the Client objecting to any such fee rate prior to effecting payment thereof, or if any such acceptance may be inferred from other conduct by a Client.
- 4.2 Any fee estimate Moosa & Pearson gives in respect of a Matter is based on the relevant norms and standards at the time of issuing the estimate, and/or is based on its knowledge of the Matter and its assessment at the time of issuing of estimate as to the nature and extent of the work reasonably required to be performed so as to execute a Client's mandate efficiently and effectively. If any assumption proves to be



incorrect in any way whatsoever, or a Client alters its instructions, or any fact or circumstance emerges which renders an estimate invalid or inappropriate, we reserve the right to issue a revised estimate.

- 4.3 The Parties agree that any fee estimate issued is not definitive and shall in no way limit the fees which Moosa & Pearson may charge for a Matter.
- 4.4 In addition to paying for fees, Client agrees to reimburse Moosa & Pearson for –
- 4.4.1 Costs and charges reasonably incurred in the execution of a mandate related to any Matter including, but in no way limited to, for printing and copying (or similar services), data and telephony charges and of counsel, experts, and accountants and other professional service provider(s); and
- 4.4.2 Disbursements of any nature whatsoever reasonably incurred in the execution of a mandate related to any Matter including, but in no way limited to, travel and parking costs.
- 4.5 Unless a fixed fee is agreed for any particular Matter, all fees shall be levied on a time-costs basis and shall, where applicable, include fees for time spent travelling for the purposes of any Matter.

5 BILLING AND PAYMENT TERMS

- 5.1 Unless otherwise agreed, Moosa & Pearson shall invoice you for fees and disbursements monthly in arrears, or at such other periodic interval as the firm may determine in the exercise of its unfettered discretion. Failure to render an account timeously shall not absolve a Client from the obligation in law to settle its debt to Moosa & Pearson.
- 5.2 Unless otherwise agreed, accounts are due for payment 7 (seven) days from receipt of an invoice or statement of account, whichever event is the earliest. Moosa & Pearson reserves the right to charge interest on amounts outstanding at the legally allowed rate and exercise a lien over any documents and other property in its possession, including trust monies, which shall serve as security for payment of any debt owed by a Client to the firm.
- 5.3 Client must pay all sums due to Moosa & Pearson free of set off and deduction, including any withholding tax or other relevant deduction, except as is required by law.
- 5.4 Client retains the right to terminate the mandate of Moosa & Pearson at any time, subject to the former remaining liable to pay the latter all such amounts as was agreed in relation to a Matter or as may be billed to the Client in accordance with the terms of this Agreement.



6 FUNDS IN TRUST

- 6.1 Any funds received into trust on behalf of a Client from any cause may, in the exercise of the discretion of Moosa & Pearson, be applied towards settlement of a Client's account, or retained in trust as a deposit for future Services to be rendered.
- 6.2 Unless Moosa & Pearson inc. is mandated in writing to invest trust monies for the benefit of a Client, it shall not be obliged to do so, and Client shall have no claim whatsoever against the firm for any loss that may be suffered.
- 6.3 Moosa & Pearson shall only be required to invest funds held in trust upon a Client signing the firm's standard investment mandate. We firm will then invest those funds in an interest-bearing call account, or such other account as per Client's instructions. Client will then benefit from the interest earned, after deduction of the firm's reasonable administrative charge and deduction of any percentage of the interest as accrues to the Fidelity Fund in terms of section 86(5)(b) of the Legal Practice Act.
- 6.4 Funds invested in terms of section 86(4) of the LPA will not be covered by the Fidelity Fund if –
- 6.4.1 the payment is not made for the purpose of investing such money on a temporary or interim basis only pending the conclusion or implementation of a Matter or transaction which already exists or is about to start at the time the investment is made; and
- 6.4.2 we do not exercise exclusive control over the account as trustee, agent, stakeholder or in any other fiduciary capacity.
- 6.5 To the fullest extent permitted in law, we will not be liable for any loss of whatsoever nature and kind that Client may suffer arising from any one or more of the following causes –
- 6.5.1 any act or omission of the banking institution concerned regarding any account;
- 6.5.2 any inability, delay or failure of the banking institution to repay the funds on demand;
- 6.5.3 the identity or choice of banking institution;
- 6.5.4 any interest or exchange rate fluctuation; and/or
- 6.5.5 any payment of funds into an incorrect banking account arising from any cause whatsoever including, but not limited to, incorrect banking details supplied by Client, fraud or any form of cybercrime.



7 INTERNAL AND EXTERNAL RESOURCES

- 7.1 Moosa & Pearson shall have the discretion to involve any of its employees, directors, associated law firms, affiliates and any other third parties working for or with it for purposes of executing its mandate professionally and effectively. Our policy is to involve persons of an appropriate level of seniority to perform your mandate, having regard to various factors including, but not limited to, the nature and complexity of the work.
- 7.2 If Moosa & Pearson appoints advisers, advocates or other third parties, then it shall not be liable for any acts, errors, or omissions of such third party, and Client agrees to indemnify Moosa & Pearson for the fees and other charges levied by any such service provider(s).

8 INFORMATION AND DOCUMENTATION

- 8.1 Moosa & Pearson will perform its mandate based on the information provided by Client. To this end, every Client agrees-
- 8.1.1 to ensure that receives all relevant information and documentation that may relate to or affect the mandate, including any information about a change in circumstances that may influence the position;
- 8.1.2 we are not obliged to determine if the information or documentation you give us is accurate or complete. We may operate on the assumption that all information is accurate and complete in every material respect for purposes of executing our mandate; and
- 8.1.3 unless expressly mandated to do so in writing, Moosa & Pearson inc. will not perform any audit, due diligence, or undertake any other similar procedure to verify information we receive.
- 8.2 Moosa & Pearson may send you drafts of documents we produce, such as letters of advice, contracts, notices, pleadings reports and/or written opinions, for purposes of Client reviewing same. Client shall not be entitled to rely on any draft document until it is settled and in its final form.
- 8.3 Multiple copies and versions of finalised documents may exist in different forms of media. In the case of any discrepancy, the execution version will prevail.

9 CONFIDENTIAL INFORMATION

- 9.1 Moosa & Pearson will respect the confidential nature of any information provided to it by Client.
- 9.2 Subject to the terms of this Agreement, we will not disclose any Confidential Information to anyone without Client's prior consent, except –



- 9.2.1 where the law, rules or a court order requires otherwise. In such event, we will only make such disclosure after we have informed Client and, where possible and permitted, taken action, at Client's cost, to contest the obligation to make disclosure;
- 9.2.2 to anyone, including any advisers of Client, who may be able to assist us with the Matter and in circumstances believe it is appropriate for such third party to know the Confidential Information, having due regard to Client's interests;
- 9.2.3 to Moosa & Pearson's professional indemnity insurers or advisers; and
- 9.2.4 to selected third parties, such as, suppliers of word processing, translation, waste disposal agencies, IT services and other suppliers who assist us in legal, finance, administrative and other roles, and who will or may have access to Confidential Information as part of their function.
- 9.3 If Moosa & Pearson is required to disclose Confidential Information, such as, in the situations described above, then we will take all reasonable steps to secure the Confidential Information.
- 9.4 Moosa & Pearson owes a duty of confidentiality to all its clients. We will observe our obligation to preserve the confidentiality of client information, even if the information of one client is material to a matter of another client. You agree that we do not owe a duty of disclosure to you in relation to such information.
- 9.5 There may be times when we act for our other clients on matters where their interests differ from yours and your Confidential Information is material to our other clients' matters. You agree our duty of confidentiality to you will be satisfied by putting in place appropriate safeguards, in line with applicable law or practice. You agree that you will not seek to prevent us from acting for our other clients simply because we hold your Confidential Information.
- 9.6 Moosa and Pearson shall assume that Client complies with all of its confidentiality obligations owed to third parties regarding any information disclosed to it.
- 9.7 If Client contacts us about a potential matter, but decides not to proceed, then Client agrees that we may act for our other clients whose interests may differ from that of the former Client, provided that we protect each client's Confidential Information with the appropriate safeguards.
- 9.8 Client consents to Moosa & Pearson sharing Confidential Information internally, including with any firm with which we have entered into a joint venture, alliance, association or collaboration arrangement including, but not limited to, for the purpose of-
- 9.8.1 checking conflicts of interest between matters; or
- 9.8.2 determining generally whether to accept instructions from you or another client.



10 CONFLICTS OF INTERESTS

- 10.1 Moosa & Pearson has procedures in place that are designed to prevent it acting for one client in a matter where there is, or there is a significant risk of, a conflict of interests arising with another client (“**a Conflict Event**”). If Client is aware of a possible Conflict Event, then it shall be the Client's duty to inform the firm timeously of the existence or potential existence of a Conflict Event.
- 10.2 Moosa & Pearson is a full-service law firm that represents many clients, nationally and internationally, over a wide range of industries and businesses, and in a wide variety of matters. For this reason, we may represent our other clients whose interests may differ from that of Client or any of your affiliates on matters that are not substantially related to each other (“**an Unrelated Matter**”).
- 10.3 If we represent Client or any of your affiliates in a Matter, then this fact will not disqualify Moosa & Pearson from representing any other client(s) in any Unrelated Matter.
- 10.4 If a Conflict arises, we may decide to act for a particular client, both or neither. Any such decision will be based on applicable laws, best practice, and the interests of all stakeholders involved.
- 10.5 Client agrees that each entity within a group of companies, whether parent, subsidiary, affiliate or holding company, shall be considered a separate entity for the purposes of a Conflict Event. Our duties related to a Conflict Event only extend to group companies which Moosa & Pearson have agreed, in writing, to represent in a Matter.
- 10.6 In certain cases, Moosa & may have more than one client actually or potentially interested in the same subject matter, transaction, or competing for the same asset. In such cases, Moosa & Pearson shall, in the exercise of its discretion, be free to act for more than one client, subject to the relevant laws.
- 10.7 If any Matter does not proceed, then Moosa & Pearson. will protect Client's Confidential Information, but we may take on other roles in relation to the Matter in accordance with the relevant rules of confidentiality.

11 COMMUNICATIONS

- 11.1 Unless you specify otherwise, Moosa & Pearson shall be entitled to communicate directly with employees or your other advisers as we consider appropriate and who we reasonably believe are involved in the Matter and can assist us with providing the Services to Client in accordance with our mandate.
- 11.2 Moosa & Pearson will communicate with you and your advisers and representatives about the Matter (including Confidential Information) by email, text message, post and/or facsimile, unless instructed otherwise.



- 11.3 Email communications are not totally secure or error-free. We use filtering software to reduce spam and harmful viruses entering our systems. As there is a risk of filtering out legitimate correspondence, you should not assume that we receive every email. It is incumbent on Client to follow-up important communications by contacting us telephonically
- 11.4 Moosa & Pearson shall not be liable if any of its filtering software or other virus or electronic protection does not function properly or at all, and Client's systems are infected by any email or other form of delivery of information (such as CD, DVD, memory stick or via the internet) emanating from us.
- 11.5 As far as the law allows, Client agrees that Moosa & Pearson may monitor electronic communications to ensure compliance with its legal and regulatory obligations and internal policies.

12 PROPORTIONALITY

- 12.1 If Moosa & Pearson is liable to Client for any loss (including interest and costs) in respect of any breach by us of our engagement or mandate, then any such loss shall be limited as provided in paragraph 13 below. In any such event, if another person or entity is also liable to Client for the same loss, then any compensation which Moosa & Pearson is liable to pay will be reduced in proportion to the responsibility of the other person for the same loss (as set out in paragraph 12.2).
- 12.2 In determining the existence and extent of the responsibility of the other person or entity for the loss, no account will be taken of any agreement limiting the amount of damages that person or entity is liable for, or any actual or potential shortfall in recovery of this amount (whether this is due to settling or limiting claims, or any other reason).

13 LIMITATION OF LIABILITY

- 13.1 As far as the law allows, the aggregate (total) liability of any nature to Client, or any third party, will not exceed the proceeds of any professional indemnity cover which the firm actually receives or that its insurers pay to you. If there is no professional indemnity cover or no proceeds from such professional indemnity cover are received by us or paid to you, then our aggregate liability will be limited to the amount of the firm's fees on the relevant Matter.
- 13.2 The aggregate liability of any nature to Client or any third party as set out above also applies to the liability of our individual partners (if any), directors, employees, consultants, agents or other persons acting for, or controlled by, us or for whom we are legally responsible.
- 13.3 Nothing in these Terms excludes or restricts any liability to the extent that it may not be excluded or restricted by any applicable law, regulation or rules.
- 13.4 Client agrees that, save as may otherwise be agreed upon in writing, as regards the Services which we provide –



- 13.4.1 it's only contractual relationship related to any Matter or Services, is with us (not with any of the firm's individual partners, directors, employees, consultants or agents);
- 13.4.2 as far as the law allows, no individual who is a partner (if any), director, employee, or agent of, or consultant to, the firm accepts or assumes responsibility to any Client or to anyone else for Services provided by the firm. This applies even if you granted such person a direct power of attorney (for example, to represent it in litigation);
- 13.4.3 Client will not bring any claim in connection with the Services provided to it, whether on the basis of contract, delict (including negligence), breach of statutory duty or otherwise directly, against any of our individual partners or directors or against any of our employees, agents or consultants; and
- 13.4.4 this will not limit or exclude our liability for the acts or omissions of our partners, directors, employees, agents or consultants.

14 INDEMNITY

- 14.1 To the fullest extent permitted in law, Client indemnifies Moosa & Pearson against any claim made against us by –
 - 14.1.1 any of your subsidiaries, associates, affiliates or shareholders which may not have signed an engagement letter on these Terms or substantially similar terms and for whom we perform a mandate; or
 - 14.1.2 any third party to whom you disclose our advice, unless we provide our written agreement for that third party to be able to rely on our advice to Client.

15 CONSUMER PROTECTION ACT

- 15.1 If these Terms or Services provided under these Terms are regulated by the Consumer Protection Act, all the provisions in these Terms must be treated as being qualified, to the extent necessary, to ensure compliance with the provisions of the Consumer Protection Act.
- 15.2 No provision in these Terms –
 - 15.2.1 does or intends to limit or exempt Moosa & Pearson from liability (including loss that resulted, directly or indirectly, from our gross negligence or deliberate default or that of any other partner, director, employee or other person acting for or controlled by us), so far as the law does not allow this limitation or exemption; or
 - 15.2.2 requires Client to assume risk or liability for the kind of loss referred to in paragraph 15.2 so far as the law does not allow such an assumption of risk or liability.



16 ANTI-MONEY LAUNDERING

- 16.1 The South African Government has enacted AML Legislation to combat money laundering and terrorist financing. FICA contains control measures aimed at facilitating the detection and investigation of money laundering and terrorist financing and imposes specific responsibilities on accountable institutions that relate to commencing a business relationship with a client as well as during the lifecycle of the business relationship.
- 16.2 Moosa & Pearson is an accountable institution under FICA. Accordingly, it is required to perform a KYC Verification.
- 16.3 We may have to report any suspicious activity to the relevant authorities and obtain their prior consent before continuing to act. They may also prohibit us from informing Client that we have made such a report.
- 16.4 Moosa & Pearson is also subject to various sanctions regimes which may be specific to certain jurisdictions, entities or individuals. These sanctions may be arms embargoes, other trade restrictions or financial restrictions. Client must notify Moosa & Pearson as soon as possible if it becomes aware that a Matter may lead to a breach of any sanctions regime.
- 16.5 Where Moosa & Pearson believes that its work on a Matter may involve a breach of anti-money laundering or terrorism law(s) or regulation(s), or any applicable sanction, the firm reserves the right to cease working on the Matter immediately and terminate its mandate unilaterally on notice to Client.
- 16.6 Moosa & Pearson will not be liable for any loss, damage or delay Client may suffer as a result of our –
- 16.6.1 ceasing to act in accordance with paragraph 16.5 above; or
- 16.6.2 fulfilling our statutory obligations (or in acting as we may reasonably believe we are required to do so), so long as we have acted in good faith.

17 DATA PROTECTION AND MARKETING

Protecting your privacy is very important to us. Please review our Privacy Policy to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your data and personal information. We endeavour to ensure that our Privacy Policy complies with all applicable data protection legislation, including POPIA, to the fullest extent required in law. You agree to

18 TERMINATION

- 18.1 Client instructs us separately in relation to each Matter. Every mandate may be terminated by a Client on reasonable written notice and provided there is good reason for such termination. The termination of our mandate in one Matter shall not



have the effect of terminating our mandate in all other Matters in which we act for Client.

- 18.2 Moosa & Pearson will be entitled to cease acting in a Matter, whether permanently or temporarily, only with good reason in line with the relevant rules. In the exercise of the firm's sole discretion, good reason will include, but is not limited to, Client being in arrears with its account, Client being declared insolvent, a Conflict arising, or the firm's continuing to work on a Matter having an adverse effect on its reputation.
- 18.3 Unless terminated earlier, the firm's engagement on each Matter will terminate 30 (thirty) days after dispatch of its final account. As far as the law and relevant rules allow, Moosa & Pearson will consider that a Matter has not proceeded and its engagement terminated once –
- 18.3.1 Client informs the firm that a Matter will no longer proceed;
- 18.3.2 the firm's engagement is otherwise terminated in accordance with these Terms; or
- 18.3.3 the firm has had no instructions from a Client in relation to a Matter for 60 (sixty) days despite request for same being sent to the Client.
- 18.4 In each instance, the Client remains liable for the firm's fees and any other expenses for work done up to the point of termination.

19 DOCUMENT RETENTION

- 19.1 Moosa & Pearson inc. may destroy our paper and, where possible, electronic files in line with our relevant policies after five years has lapsed since sending its final account in respect of a Matter.
- 19.2 If Client or its advisers request the firm to retrieve any documents from storage, the Client accepts liability for the firm's reasonable costs, including time spent reading such documents, writing letters or other work which the firm, acting reasonably, deem necessary, to comply with such a request.

20 COPYRIGHT

Moosa & Pearson retains the copyright and all other relevant intellectual property rights in its work product. Clients will have a licence to use and make copies of the documents prepared for purposes of the Matter only.

21 QUERIES AND DISPUTES

- 21.1 If Client is dissatisfied with any element of our Service, including any charges, then a Client shall first contact the legal practitioner responsible for the Matter, the head of the relevant department, or a director.



21.2 As far as the law allows, if the Parties are unable to resolve any dispute related to a Matter by discussion or negotiation, then same may be referred to arbitration to be finally resolved in accordance with the Commercial Rules of the Arbitration Foundation of Southern Africa by an arbitrator appointed by the Foundation. The arbitration will be conducted in English and in Cape Town.

22 FORCE MAJEURE

22.1 A Party shall not be liable if delayed in, or prevented from, performing its obligations under this Agreement due to a Force Majeure Event, provided that it –

22.1.1 promptly notifies the other of the Force Majeure Event and its expected duration; and

22.1.2 uses reasonable endeavours to minimise the effects of the Force Majeure Event.

22.2 If, due to a Force Majeure Event, a Party:

22.2.1 is, or is likely to be unable to perform a material obligation; or

22.2.2 is, or is likely to be delayed in or prevented from performing its obligations for a continuous period of 60 (sixty) Business Days, the other Party may terminate this Agreement on not less than 30 (thirty) days written notice.

22.3 The inability to pay is not a Force Majeure Event.

23 GENERAL

23.1 This Agreement constitutes the sole record of the agreement between the Parties in relation to the subject matter hereof. Neither Party shall be bound by any express, tacit or implied term, representation, warranty, promise nor the like not recorded herein. This Agreement supersedes and replaces all prior commitments, undertakings or representations, whether oral or written, between the Parties in respect of the subject matter hereof.

23.2 No addition to, variation, novation or agreed cancellation of any provision of this Agreement shall be binding upon the Parties unless reduced to writing and signed by or on behalf of the Parties.

23.3 No waiver, indulgence or extension of time which either Party ("**Grantor**") may grant to the other, nor any delay or failure by the Grantor to enforce, whether completely or partially, any of its rights, shall constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the Grantor in terms hereof, save in the event and to the extent that the Grantor has signed a written document expressly waiving or limiting such right.



- 23.4 Save as expressly provided in this Agreement, neither Party shall be entitled, without the prior written signed consent of the other Party, to cede, delegate, encumber, assign or otherwise transfer any of its rights and/or obligations in terms of, and/or interest in, this Agreement to any third party.
- 23.5 Unless otherwise expressly stipulated in this Agreement, each Party to this Agreement contracts as a principal and not as an agent for any other Person, disclosed or undisclosed.
- 23.6 Without prejudice to any other provision of this Agreement, any successor-in-title, including any executor, heir, liquidator, business rescue practitioner, curator or trustee, of either Party shall be bound by this Agreement.

24 GOVERNING LAW

- 24.1 This Agreement shall in all respects, including its existence, validity, interpretation, implementation, termination and enforcement, be governed by the laws of South Africa which is applicable to agreements executed and wholly performed within South Africa.
- 24.2 This clause 24 is severable from the other provisions of this Agreement and shall remain in full force and effect notwithstanding any termination, cancellation, invalidity, unenforceability or unlawfulness of this Agreement, or any part thereof.

