TWENTY20 PARTNERS

TWENTY20 PARTNERS (PTY) LTD · REG. 2019/033909/07

Standard Terms and Conditions

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Application of Twenty20 Partners Standard Terms and Conditions

These Standard Terms and Conditions will apply whenever you engage with us and will govern our relationship, unless otherwise agreed in writing by a director or partner of Twenty20 Partners.

Your acceptance and agreement to these terms will be assumed once you sign any of our engagement letters.

Scope of Our Instructions

By instructing us, you authorise us to take the steps we consider appropriate to give effect to your instructions.

Your Responsibilities

You will retain responsibility and accountability for:

a. The management, conduct and operation of your business and affairs;

b. Any representations made by you or the entity to third parties, including published information;

c. The establishment and maintenance of an internal control structure necessary to provide reasonable assurance that adopted policies, and prescribed procedures are adhered to for the prevention of errors and irregularities, including fraud and illegal acts;

d. The maintenance of the accounting records that fairly represents the state of affairs and business of the entity;

e. The preparation of the annual financial statements which fairly present the financial position, results of operations and cash flows of the entity, including adequate disclosure in accordance with the relevant accounting framework;

f. The adjustment of the accounting records to correct misstatements that could possibly occur;

g. The selection and consistent application of accounting policies;

h. The safeguarding of assets;

i. The use of, extent of reliance on, or implementation of advice or recommendation supplied by us or other services;

j. The delivery, achievement or realization of any benefits directly or indirectly related to the services that require implementation by you;

k. Ensuring that all arrangements are made for access, security procedures, virus checks, facilities, licenses and/or consents (without any to us), where you require us to do so or the nature of the services is so that it is

likely to be more efficient for us to perform work at your premises or use your computer systems or telephone networks;

l. Apprising us of all allegations involving financial improprieties received by management and the board, and providing timeously full access to us to these allegations and sources of allegations;

m. Informing us of all board, management and committee meetings, and all other meetings owners are entitled to attend. We are entitled to be heard at any such meeting on any matters that concern us as an independent service provider;

n. Providing us with access to all information of which management is aware that is relevant to our engagement;

o. Providing us with additional information that we may request for the purpose of our engagement; and

p. Providing us unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

Any withholding of information could be considered as a limitation of the scope of our engagement and may prevent us from completing the engagement. Any delay in providing us with the required information may affect our ability to comply with the agreed timetable.

Our Responsibilities

Our responsibilities are contained in the engagement letter pertaining to the respective service provided, or instructions received, verbally or in writing to perform additional services offered by Twenty20 Partners.

Fees

We will render invoices in respect of our services, comprising fees, disbursements and value added tax (“VAT”) thereon (where appropriate), together with any other foreign taxes (if applicable) (collectively referred to as “fees”) that might be payable thereon.

Our fees are based on the time spent on your affairs by our directors, partners, and staff, on the levels of skill and responsibility involved, the nature and complexity of the services, and the resources required to complete the engagement.

Details of the rates for the staff involved in your work are available on request. These rates are exclusive of VAT and are reviewed annually. Fees are calculated either:

a. on an hourly basis at charge-out rates applicable to the person undertaking the work; or

b. on an activity basis for taxation, company secretarial services, or other services. These rates are available upon request.

c. A fixed fee as per quote where a quote was requested or accepted.

Stringent reporting requirements or deadlines imposed by you might require work to be carried out at a higher level than usual or outside normal working hours, which may result in increased costs. Additional fees may also result from material changes in the services or from difficulties in obtaining information, which could not have reasonably been foreseen.

In return for the delivery of the services by us, you must pay our fees, without any right of set-off, upon presentation of our invoice. If you do not agree with any fees charged, you will notify us in writing of your objection within 21 working days of the invoice's receival. Failure to do so will constitute acceptance of the fee. Approval of financial statements or minutes reflecting our fees will constitute acceptance of the fees.

Notwithstanding anything to the contrary contained herein, should our work-in-progress reach a level which we consider to be material, such accrued fees will become due and payable immediately upon presentation of our

invoice, failing which, the rendering of all further professional services will be suspended pending receipt of payment.

Our fees will be subject to review by us on an annual basis and will vary due to several factors, including the availability, quality and completeness of the financial information received, as well as the nature, extent, and changes to business operations.

It is our usual practice to provide estimates for our fees before commencing work, and we shall require payments on account as our work progresses. If an instruction or other matter is aborted, after our initial work, our fees will still be payable.

Estimates and Special Fee Arrangements

Our fee estimate assumes that the information we require is made available to us in accordance with the agreed timetables, and that key executives and personnel are available during the course of carrying out our work. If delays or any other problems beyond our control occur, this may result in additional fees for which invoices will be raised on the above basis.

Estimates are given only as a guide and should not be regarded as a firm quotation unless this is agreed in writing.

A special fee arrangement (such as a monthly retainer, fixed, or capped fee) agreed for a matter will not cover additional work not identified when the arrangement was agreed. Estimates and special fee arrangements are provided exclusive of VAT and disbursements.

Disbursements

We will often incur expenses ("disbursements") on your behalf in the course of a matter. These may include couriers, searches, registrations, transcripts, experts, attorneys, and other third-party fees, travel, accommodation, telephone calls, document production, and other expenses.

We are entitled to recover from you the cost or amount in respect of any disbursements incurred. With regards to certain disbursements of which the exact costs are impractical to determine (such as telephone, other communication charges, etc.), we will debit a charge not exceeding 2% of the value of the time spent on the matter.

We will normally obtain your approval before incurring any substantial disbursements. We may also require you to either provide us with sufficient funds to cover such disbursements or arrange for the person providing the services to invoice you directly. If we pay any such disbursements on your behalf, we will invoice you for them and payment will be due on delivery of the invoice.

If we incur additional expenses for staff working overtime on evenings or weekends in order to provide an effective and timeous service to you, we may charge you for such additional expenses.

VAT

Twenty20 Partners is registered as a VAT Vendor and consequently we are required by law to levy VAT on our fees charged. All fees quoted are exclusive of VAT, unless shown otherwise.

If our invoices are not payable by you as our client but by a third party, you will remain liable for any VAT in respect of our charges.

Billing

We reserve the right to issue an invoice when we incur or agree to pay disbursements on your behalf, or on completion of a transaction or other matter.

We are always prepared to discuss the amount of any invoice with you. If you have any questions, you should, in the first instance, contact your client relationship manager or director/partner in charge of your affairs.

Payment Terms

Payment is due within 7 days of receipt of the invoice. If the invoice is not paid in full within 21 working days, we reserve the right to charge interest on the outstanding amount of the invoice at a rate of 3% above the prime interest rate, starting one calendar month after the date reflected on our invoice.

If an invoice is overdue for payment, we may, upon giving reasonable notice, suspend or terminate our services to you (and others with whom you are associated) and retain documents and papers belonging to you. We may exercise these rights irrespective of the matter to which the work or documents and papers relate.

When we are instructed by or on behalf of more than one person or company to deal with any matter, each person or company for whom we act will be jointly and severally liable for payment of the full amount of our fees and disbursements.

If arrangements are made for a third party to pay any of our fees or disbursements, or a court orders a third party to pay any part of our costs, you remain liable to pay any charges to the extent that the third party does not pay our invoice in full.

Our policy is to initiate recovery proceedings in respect of overdue amounts unless alternative arrangements are approved. If it is necessary to initiate any such recovery proceedings, we are entitled to recover from you, on a full indemnity basis, all costs (including legal costs) and expenses incurred by us in doing so.

Payment on Account

In certain circumstances, we may require you to provide a payment to us on account of anticipated fees and disbursements. We are entitled to use money from the client account as payment for sums due from you. From time to time, we may ask you to replenish the account so that it does not fall below the required amount. Any funds in excess of our charges will be returned to you after the completion or termination of our services.

Unless otherwise stated, a payment on account is not an estimate or fixing of costs; our total costs in a matter may be greater than the payment on account.

Legal Advice

Failure by any one of us to exercise or enforce any rights available to us shall not amount to a waiver of any rights available to either of us. However, neither party should be liable for failure to perform or delay in performing their obligations under the engagement if the failure or delay is caused outside reasonable control of the failing party.

Neither of us will have the right to assign the benefit or burden of the services contract without the written consent of the other. We will have the right to appoint subcontractors to assist us in delivering the services.

If we instruct lawyers or other professionals on your behalf, you will be their client and will be responsible for paying their costs. If we pay the fees of any such lawyers or professionals, we will invoice you for such costs and payment will be due from you on delivery of the invoice.

Where any claim relates to services provided by any attorneys or other professionals, you agree that you will only direct such a claim against the relevant attorneys or other professionals for whom we shall not be liable.

Staff

Our staff members undergo periodic training and this, together with the taking of annual leave, may lead to staff turnover and lack of continuity. We will use our best endeavors to avoid any disruption to an engagement's progress.

Save as envisaged below, you agree not to make any offer of employment or to otherwise interfere with or entice away from the employment of any persons employed by Twenty20 Partners. You further agree not to use such person's services as an independent consultant or via a third party for 12 months following the end of such person's involvement, without the prior written consent of Twenty20 Partners.

Should you make any offer of employment to any person currently employed by Twenty20 Partners or who was employed by Twenty20 Partners for the immediately preceding 12-month period from the date of such offer of employment, you will be liable for and will pay to Twenty20 Partners a placement fee equal to 25% of such employee's total annual cost to entity, excluding VAT.

Professional obligation to respond to non-compliance with laws and regulations in terms of the SAICA Code of Professional Conduct ('the Codes')

The partners/directors and employees of Twenty20 Partners have a professional obligation to act in the public interest, and to act in order to:

i. enable you to rectify, remediate or mitigate the consequences of the identified or suspected non-compliance with laws or regulations as described in the Codes; or
ii. deter the commission of the non-compliance or suspected non-compliance with laws or regulations where it has not yet occurred.

"Non-compliance with laws or regulations (non-compliance) comprises acts of omission or commission, intentional or unintentional, committed by a client, or by those charged with governance, by management or by other individuals working for or under the direction of a client which are contrary to the prevailing laws or regulations."

Where we encounter non-compliance or suspected non-compliance, we will seek to understand the matter. Where appropriate, we will discuss the matter with the appropriate level of management, or those charged with governance in order that such people can take appropriate action to rectify, remediate or mitigate the consequences of the non-compliance, deter the commission of non-compliance where it has not yet occurred or disclose the matter to an appropriate authority where required by law or regulation or where considered necessary in the public interest, having regard to the appropriateness of the response of management and, where applicable, those charged with governance and other relevant factors in accordance with the Codes.

We, in encountering non-compliance or suspected non-compliance, are also obliged to comply with applicable legislation or professional standards, which may require us to disclose the matter to an appropriate authority.

We also have a professional responsibility to consider whether your response to the instance of non-compliance or suspected non-compliance is adequate and may determine that further action is necessary. Such further action may include, among other actions, the disclosure of the matter to an appropriate authority. We will disclose the matter to an appropriate authority only where, in the professional judgement of the engagement partner, the extent of the actual or potential harm that is or may be caused to the entity, investors, creditors or employees or the general public is sufficient to justify the disclosure.

In exceptional circumstances, we may be required to immediately disclose the matter to an appropriate authority where we have become aware of actual or intended conduct that we have reason to believe would constitute an imminent breach of law or regulation that would cause substantial harm to the entity, investors, creditors, employees or the general public. In such circumstances, we will discuss the matter with management or those charged with governance where it is appropriate to do so.

Confidentiality and Conflicts

We are bound by strict confidentiality rules and, accordingly, we will treat any commercially sensitive information about your affairs as confidential (unless we are required to disclose any information by law or any regulatory authority).

Under certain conditions, however, a legal or professional right or duty may arise to disclose information about our clients' affairs without authority.

One such example is the money laundering legislation in South Africa, which requires certain reports to be made on suspicious or unusual transactions concluded or about which enquiries are made. In terms of the legislation, the client's right to professional or related privilege has specifically been overridden. This includes an obligation to report any suspicious or unusual transactions of which we become aware, such as those which may involve money laundering, which have no apparent business or lawful purpose, or which may be relevant to an investigation of evasion or attempted evasion of tax.

Where we have made a report in terms of the Financial Intelligence Centre Act 38 (FICA), we will not disclose this fact to you or any other person unless authorised in terms of FICA. In addition, where we identify non-compliance with laws and regulations or identify or suspect fraud, we must consider our reporting responsibilities in terms of Section 45 of the Auditing Profession Act, 2005 (Act 26 of 2005).

We may also use non-confidential details about our work for you for promotional purposes unless you inform us otherwise.

Our name and opinions may not be used in connection with any prospectus, financial statement, or other public document or representation without our written consent.

Conflicts of interest may occasionally arise, for instance, where we discover information that is relevant to you while acting for other clients but making a disclosure to you would conflict with our duty towards them. If we identify a conflict of interest, we will notify you promptly. We may, however, be obliged to withhold the relevant information or terminate our engagement in relation to the matter (or both).

Protection of Personal Information Act Compliance and Consent

We respect your privacy and are committed to protecting and responsibly managing your personal information. To comply with the new Protection of Personal Information (POPI) Act, we require your consent and authorisation to process your personal information, including your special personal information as defined by the POPI Act, which we collect and process to enable us to provide the services, assistance and/or product solutions set out in the attached Engagement Letter.

The POPI Act defines the "processing" of personal information as:

"… any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including—

a. the collection, receipt, recording, organization, collation, storage, updating or modification, retrieval, alteration, consultation or use.
b. dissemination by means of transmission, distribution or making available in any other form; or

c. merging, linking, as well as restriction, degradation, erasure, or destruction of information."

We will collect the minimum required information from you, and we will process your personal information only for the purposes for which it was collected or as agreed with you. These purposes include:

- To provide all relevant services in accordance with your mandate to us as set out in the engagement letter and to maintain our relationship;
- To respond to your queries;
- To confirm and verify your identity or to verify that you are an authorised user for security purposes;
- To comply with all legislative or regulatory requirements related to services provided to you by us;
- To satisfy any requirement by a professional body or network to which we are a member;
- To fulfil our contractual obligations to you, for example to ensure that invoices are issued correctly, to communicate with you and to carry out instructions and requests, and for ensuring you are able to access our premises when required;
- For any other operational purposes required to assist you with the solutions you require;
- To comply with our legal obligations to you, for example health and safety obligations while you are on any of our premises, or to a third party;
- In connection with requirements by the Information Regulator or other Government agencies allowed by law, legal proceedings, or court rulings.

There may be times when we may need to share your personal information with third party service providers and/or operators who will be involved in the delivery of products or services to you or to us, in support of our service offerings to you and our business. An 'operator' is defined by the POPI Act as: "…a person who processes personal information for a responsible party in terms of a contract or mandate, without coming under the direct authority of that party". We are the party responsible with respect to your personal information.

There are also times when we will use the information systems of these third-party operators to process your personal information to help us in providing you with the required advice and/or products and services. We are required by law to have agreements in place with these operators to ensure that they protect and process personal information securely.

As a client, you have the right, at any time:

- to ask us to update, correct or delete your personal information, which includes the authority and consent provided in this form;
- to object to the processing of your personal information;
- to withdraw your consent;
- to complain to the Information Regulator, whose contact details are telephone: 012 406 4818 or Email: inforeg@justice.gov.za.

In signing the Engagement Letter attached to these Terms and Conditions you are giving consent for us to process your information in terms of the paragraph above and in compliance with the Protection of Personal Information Act. Should you require further information please visit our website to review our Privacy Policy.

Working for other clients

We will not be prevented or restricted by virtue of our relationship with you, including anything in this engagement letter, from providing services to other clients. Our standard internal procedures are designed to ensure that confidential information communicated to us during this assignment will remain confidential.

Electronic Communications

We may choose to communicate with you by electronic mail or internet where an authorised person wishes us to do so, on the basis that in consenting to this method of communication, you accept the inherent risks of such communications (including the security risks of interception of or unauthorised access to such communications, the risks of corruption of such communications, the risk of errors or loss of information and the risks of viruses or other harmful devices) and that you will perform virus checks. We will use commercially reasonable procedures to check for the most commonly known viruses before sending information electronically.

We recognise that systems and procedures cannot be a guarantee that transmissions will be unaffected by such hazards.

We confirm that we each accept the risks of and authorise electronic communications between us. We each agree to use commercially reasonable procedures to check for the then most commonly known viruses before sending information electronically and to safeguard the security and confidentiality of the information transmitted, but we cannot guarantee that the transmission will be free of infection nor its security and confidentiality. We shall each be responsible for protecting our own systems and interests in relation to electronic communications and the entity and Twenty20 Partners (in each case including our respective partners/directors, employees or agents) shall have no liability to each other on any basis, whether in contract, delict (including negligence) or otherwise, in respect of any error, damage, loss or omission arising from or in connection with the electronic communication of information between us and our reliance on such information.

The exclusion of liability in the previous clause shall not apply to the extent that any liability arises out of acts, omissions or misrepresentations which are in any case criminal, dishonest or fraudulent on the part of our respective partners/directors, employees, or agents.

If our communication relates to a matter of significance on which you wish to rely and you are concerned about the possible effects of electronic transmission, you should request a hard copy of such transmission from us. If you wish us to password protect all or certain documents transmitted, you may request us to do so.

Use of the Software of Twenty20 Partners

We may develop software, including spread sheets, documents, databases, and other electronic tools to assist us with our assignment. In some cases, these aids may be provided to you upon request. As these tools were developed specifically for our purposes and without consideration of any purpose for which you might use them, they are made available on an “as is” basis for your use only and should not be distributed to or shared with any third party. Further, we make no representations or warranties as to the sufficiency or appropriateness of the software tools for any purpose for which you may use them. Any software tools developed specifically for you will be covered under a separate engagement letter.

Ownership and Access to Inspect Files

The working papers and files created by us during the engagement, including electronic documents and files, are the sole property of Twenty20 Partners, and you have no right to access them. We may decide in our own sole discretion to grant access to you to our working papers, should you wish to.

We have set quality control policies for the retention of documentation, after which time we will commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement.

We will retain ownership of the copyright and all other intellectual property rights in the product of the services, whether oral or tangible, including written advice, methodologies, software, systems know-how and working papers. For the purposes of delivering services to you or other clients, we will be entitled to use or develop knowledge, experience and skills of general application gained through performing the services. You agree to keep confidential any methodologies and technology used by us to carry out our services. If you wish to distribute copies of any of these materials, this will require our prior written permission.

We have the right to use your name as a reference in proposals or other similar submissions to other prospective clients unless you specifically withhold permission for such disclosure. If we wish to use details of the work done for you for reference purposes, we will obtain your permission in advance.

Distribution of Information to, and Rights of Third Parties

Any product of the services released to you in any form or medium will be supplied by us on the basis that it is for your benefit and information only and that it may not be copied, referred to or disclosed, in whole or in part (save for your own internal purposes), without our prior written consent. The services will be delivered on the basis that you may not quote our name or reproduce our logo in any form or medium without our prior written consent. You may disclose in whole any product of the services to your bankers and legal and other professional advisers for the purposes of your seeking advice in relation to the services, provided that when doing so you inform them that:

a. Disclosure by them (save for their own internal purposes) is not permitted without our prior written consent; and
b. We accept no responsibility or liability whatsoever and neither do we owe any duty of care to them in connection with the services.

The service contract will not create or give rise to, nor will it be intended to create or give rise to any third-party rights.

Our report(s) is intended for the benefit of those to whom it is addressed. The engagement will not be planned or conducted in contemplation of reliance by any third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed, and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction.

Any contractual arrangements between you and a third party which seeks to impose such requirements upon us will not, as a matter of law, be binding on us. You agree that you will not seek us to commit to providing reports to third parties unless we have consented to do so in advance. We may decline to provide reports to third parties, save for reports required by law or regulations. We will stipulate the terms upon which those reports will be provided should we agree to provide such reports in a capacity other than being your independent service provider. You will help us agree to the terms we will report to third parties. Any such requirements must be discussed with us at the earliest opportunity and well before the third-party arrangement is finalized.

Where we agree to provide reports to third parties, it remains the entity's responsibility to provide us with copies of the relevant contract documents and with any further information or explanations we may require enabling us to prepare our report.

We will not, in giving our report, accept or assume responsibility (legal or otherwise) or accept liability for or in connection with any other purpose for which our report may be used, or to any other person to whom our report is shown or into whose hands it may come, and no other persons shall be entitled to rely on our report save where they have obtained our prior written consent that they may do so. If we have to accept responsibility to the third party, we will require their acceptance of limitation of liability as a condition of providing a report to them and reserve the right to charge additional fees.

You will indemnify the Twenty20 Partners contracting party and any Twenty20 Partners persons and hold them harmless against any loss, damage, expense, or liability incurred by the parties and/or persons as a result of, arising from, or in connection with a combination of the following two circumstances:

a. Any breach by you of your obligations under the service contract; and
b. Any claim made by a third party or any other beneficiaries which results from or arises from or is connected to any such breach.

Termination of Our Engagement

Our engagement may be terminated at any time by any party, by giving reasonable written notice. We may cease to act for you on any matter by giving you reasonable written notice if:

a. you fail to give us proper instructions;
b. you fail to give us the co-operation which we are reasonably entitled to expect;
c. our continuing to act would be impractical, unethical or unlawful;
d. we have a conflict of interest;
e. you fail to provide us (or to replenish) sufficient money to be held on account; or
f. you fail to pay our invoices as and when rendered.

On termination by either party:

a. you are liable to pay our charges for work carried out up to the date of termination; and
b. we may keep all the papers that we are entitled to retain until all of our costs, disbursements and interest have been paid.

Limitation of Liability

Save for any exclusions provided for in Section 46 of the APA the maximum liability of Twenty20 Partners or any individual partner/director, member or employee, as the case may be, of the Twenty20 Partners contracting party in respect of direct economic loss or damage suffered by you or by other beneficiaries arising out of or in connection with the services shall be limited to two times the fees charged and paid for these services. The maximum liability will be an aggregate liability for all claims arising, whether by contract, delict, negligence or otherwise.

In the particular circumstances of the services set out in the engagement letter, the liability to you and to other beneficiaries of each and all Twenty20 Partners persons in contract or delict or under Memorandum of Incorporation or otherwise, for any indirect or consequential loss or damage (including loss of profits) suffered by you (or by any such other party) arising from or in connection with the services, however the indirect or consequential loss or damage is caused, excluding our willful misconduct, shall be excluded to the extent that such limitation is permitted by law.

Our liability to you will in no circumstances exceed the lower of the amount determined by the application of the monetary limit based upon fees charged to, and recovered from, you and the amount determined by the apportionment of responsibility, as the case may be.

You and other beneficiaries may not bring any claim personally against any individual partner/director, member, employee or agent, as the case may be, of the Twenty20 Partners contracting party or of anybody or entity controlled by us or owned by us or associated with us in respect of loss or damage suffered by you or by other beneficiaries arising out of or in connection with the services. You agree that any claim of any sort whatsoever arising out of or in connection with this engagement shall be brought only against Twenty20 Partners. This

restriction shall not operate to limit or exclude the liability of the Twenty20 Partners contracting party for the acts or omissions of its partners, directors, members, employees and agents. Any claim by you or other beneficiaries must be made (for these purposes a claim shall be made when court or other dispute resolution proceedings are commenced) within two years of the date on which you or they became aware, or ought reasonably to have become aware, of circumstances giving rise to a claim or potential claim against us.

Circumstances beyond our and your Control

Neither of us will be in breach of our contractual obligations, nor will either of us incur any liability to the other, if we or you are unable to comply with the services contract as a result of any cause beyond our or your reasonable control. In the event of any such occurrence affecting one of us, that one shall be obliged as soon as reasonably practicable to notify the other, who will have the option of suspending or terminating the operation of the services contract on notice, which notice will take effect immediately on delivery thereof.

Document Storage

We usually keep files and papers relating to client matters for a minimum of five years from the date we cease to work on that matter, after which we may dispose of them (other than title documents, deeds and certificates) as we reasonably consider appropriate.

Some documents that come into our possession may belong to you. We will normally return these documents (and title documents, deeds and certificates) at the earliest opportunity, subject to our right to retain possession as security for payment of sums owed to us by you. However, it is likely that, over a period of time, less important records that is your property will be filed with our own papers. Unless you previously request us to return them to you, we will destroy any papers that, in our opinion, do not warrant retention at the time that we destroy the other papers relating to your work.

We may also without your specific consent transfer paper files to electronic or other reduced format insofar as permitted by law and applicable professional rules to do so.

Interpretation and Law

These terms are governed by South African law and any disputes arising in connection with these terms or our services are subject to the non- exclusive jurisdiction of the South African courts.

References in these standard terms to “we” and “us” are to each relevant individual, entity or partnership forming part of the Group.

General

These standard terms apply except to the extent that they are varied in writing by a director or partner of Twenty20 Partners.

All work done and advice provided by us is for your use and benefit only and may not be supplied or passed on to any other person without our prior written approval. Our duty of care is to you as our client, not to third parties (or any parties associated with you) unless such responsibility is accepted by us in writing.

If instructions are given by more than one person or company, we may choose to treat any one or more of those parties as our client; this includes situations where one person or company instructs the firm on behalf of another party.

When your instructions on a matter are completed, our representation will end. We will only advise you further on issues arising from the matter (e.g., implementation and other dates or changes in relevant law or regulation) if you specifically engage us to do so.

If at any time the practice of this firm is transferred to a successor firm (including a company or limited liability partnership) all work on which we have been instructed by you may be carried out by the successor firm and references to “we” and “us” in these standard terms will from the date of the transfer, be interpreted as references to the successor firm.