

# WOODBIDGE TRADING

## **Terms of Business for the provision of administrative services**

These are the Terms of Service set out by us (the Consultant).

### **Scope of Agreement**

1.1 The parties hereby agree that this Agreement will govern every engagement by you (the Client), or an associated company of the Client, of every task carried out by the consultant to the Client from time to time.

1.2 For the purpose of this Agreement, "Engagement" shall include every such fixed-term contract engagement, and shall include any use of an Administrative Service in the circumstances set out in clause 1.1, whether under a contract of service or for services, or under an agency, licensee, franchise, commission only, partnership agreement, or otherwise.

### **Acceptance and Authority to Act**

2. These terms are deemed to be accepted by the Client in respect of each service provided, with effect from engagement by the Client of the Consultant of the relevant Service. The Client authorises the Consultant to act on its behalf in carrying out the requested tasks and, if the Client so requests, shall communicate with personnel and external suppliers and other organisations through such methods as are agreed with the Client.

### **Standards Required**

3.1 The Client agrees to provide to the Consultant sufficient information to enable the Consultant to assess the requirements of each task required. In this regard, the Client in particular agrees to provide the following information:

- (a) Original documentation as required;
- (b) Permission to hold documentation for the duration of the service requested.

The Client agrees to provide the above information in writing and in good time before the commencement of the Engagement.

3.2 Subject to clause 3.1, the Consultant shall take reasonably practicable steps to ensure that all tasks carried out are done so in accordance with the regulations to which the Client must abide.

3.3 The Consultant shall make reasonable endeavours to ensure the quality of the relevant tasks carried out. However, the Client must also satisfy itself as to the quality of the relevant tasks and shall be responsible for adequate supervision and control of any tasks before completed information or products are sent to the end client.

### **Fees: When Due**

4.1 Subject to clause 5, if an hourly rate is charged, this shall be payable by the Client to the Consultant in respect of any Engagement subsequent to issuing of an invoice by the Consultant to the Client for the services rendered for the calendar month

4.2 The monthly invoice is payable within 14 days of the date of the relevant invoice from the Consultant to the Client. For the avoidance of doubt, payment must be made by electronic funds transfer.

4.3 In certain instances, a standard fee will be levied for certain services (per output or per project), referred to as a "Retained Assignment". The fee for each final output shall be agreed in writing before commencement of work. In such instances, an initial fee may be charged and a final fee will be due on completion. The initial fee is due prior to the service commencement, while any Final Fee will be due as above, 14 days from the date of the relevant invoice from the Consultant.

In the event that the Client retains the Consultant on a Retained Assignment, but subsequently cancels or alters the Retained Assignment at any time prior to submission of the completed project, the Client shall pay a proportion of the Final Fee, calculated pro rata to the amount of work carried out on the Retained Assignment.

In the event that the Client retains the Consultant on a Retained Assignment, but subsequently cancels or alters the Retained Assignment after submission of the completed project by the Consultant, the Client shall pay the Final Fee

4.4 Any external costs incurred by the Consultant shall first be approved by the Client and will be invoiced along with the service provided as of the last day of the month. This is to be paid with the remainder of the invoice as outlined in 4.2.

### **Hourly Rate**

5.1 Subject to clause 4.1, if the client engages the Consultant to carry out services for which an hourly rate is charged, this must be agreed in writing before commencement of work. Any revision of fee must be agreed in writing.

5.2 No refund is payable in any circumstances.

### **Liability**

6.1 Subject to clause 6.3 below, the Consultant shall not be liable to the Client arising out of or in connection with this Agreement or in relation to the engagement or use of the Services or for (i) any loss of or damage to profit, revenue, savings, data, use, contract, goodwill or business or (ii) any indirect or consequential loss or damage, in each case howsoever caused or arising.

6.2 The term "howsoever caused or arising" when used in this clause 6 shall be construed widely to cover all causes and actions giving rise to liability, including but not limited to: (i) whether arising by reason of any misrepresentation (whether made prior to and/or in this Agreement), negligence, breach of statutory duty, other tort, breach of contract, restitution or otherwise and (ii) whether arising under any indemnity and (iii) whether caused by any total or partial failure or delay in supply of the services by the Consultant.

6.3 Nothing in this Agreement shall limit or exclude any party's liability for fraud or for death or personal injury caused by the negligence, or to the extent otherwise not permitted by law.

### **Unsatisfactory Standards Procedure**

7. If the Services provided by the Consultant are established by the parties to be unsatisfactory, the Consultant shall correct or re-submit relevant services at no extra charge.

### **Indemnity**

8. The Client shall indemnify and keep indemnified the Consultant against any costs, claims or liabilities incurred directly or indirectly by the Consultant arising out of any Engagement, including (without limitation) as a result of:

(a) any breach of this Agreement by the Client; and

(b) any breach by the Client or any associated company of the Client, or any of its or their employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity).

### **Confidentiality and Data Protection**

9.1 Except as permitted by law, each party shall not disclose any Confidential Information relating to the other party without the other party's prior written consent either during or after termination of any Assignment. For the purposes of this Clause, "**Confidential Information**" means any information relating to the business and affairs of the Consultant and/or the Client (including, without limitation, the charges and rates payable under these terms in relation to any service provided) and which comes to either party's attention or possession and which either party regards or could reasonably be expected to regard as confidential, whether or not any such tangible information is marked confidential.

9.2 To the extent that any data or information belonging to the Client is personal data within the meaning of the Protection of Personal Information Act (POPI) 2013 or equivalent legislation in the territory:

- (a) the Consultant will process such data and information only in accordance with the Client's instructions;
- (b) the Consultant agrees only to transmit such data and information to a country or territory outside the borders on the express written instruction of the client; and
- (c) the Consultant will take such technical and organisational measures against unauthorised or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate to the Client as data controller.

### **Entire Agreement/ Variation**

10. This Agreement constitutes the entire and only legally binding agreement between the parties relating to the Engagement, and replaces any previous agreements or arrangements. No variation to these terms on behalf of the Consultant can be made otherwise than in writing signed by the Consultant.

### **Waiver**

11. Any failure by the Consultant to enforce at any particular time any one or more of the terms of this Agreement shall not be deemed a waiver of such rights or of the right to subsequently enforce the terms of this Agreement.

### **Headings**

12. Headings contained in this Agreement are for reference purposes only and shall not affect the intended meanings of the clauses to which they relate.

### **Validity**

13. If any provision, clause or part-clause of this Agreement is held to be invalid, void, illegal or otherwise unenforceable by judicial body, the remaining provisions of this Agreement shall remain in full force and effect to the extent permitted by law.

### **Force Majeure**

14. The Consultant shall have no liability for any delay or failure in performance of its obligations to the Client where this arises from matters outside its reasonable control.

### **Third Parties**

15. No provision of this Agreement shall be enforceable by any person who is not a party to it. This does not, however, affect any right or remedy of a third party that exists.

### **Overdue Debts**

16. The Consultant may charge interest on all overdue debts under this Agreement at the rate of 2% per month.

### **Governing Law**

17. This Agreement shall be governed by and construed in accordance with the laws of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the South African Courts.