



STANDARD TERMS AND CONDITIONS

All services provided by **Wolfpack** to a client along with the **written agreement** per client will be subject to the following standard terms and conditions in addition to what is stated specifically in the **written agreement**.

1. Definitions

1.1 Unless the context clearly indicates otherwise:

- reference to any gender shall include the other genders
- the singular shall include the plural

1.2 In these standard terms and conditions, the words and phrases set out below have the following meanings:

1.3 **Client** means the entity/entities, or the persons, named in the **written agreement** to which or whom services are to be provided by **Wolfpack**.

1.4 **Wolfpack** means Wolfpack Information Risk; any division of Wolfpack Information Risk; any company owned or managed by Wolfpack Information Risk; the directors and employees of Wolfpack Information Risk; and the directors, officers and employees of any company owned or managed by Wolfpack Information Risk. The contracting element of Wolfpack will usually be identified by our letterhead or set out in the **written agreement**.

1.5 **Services** mean the advisory, project, research, training, awareness, talent management, advice, report, framework, assessment, or other services to be rendered by **Wolfpack** as set out in the **written agreement**. This will also include any goods, products or other items to be supplied by **Wolfpack** that the **written agreement** stipulates.

1.6 **Written agreement** means the letter of engagement, or contract, or proposal, or other document between the **client** and **Wolfpack** setting out the **services** to be provided and the related terms and conditions.

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2. General principles

- 2.1. The **services, written agreement** and any related matters are governed by South African law and any claims will be subject to the exclusive jurisdiction of the courts in South Africa.
- 2.2. The **written agreement** and these standard terms and conditions, together with any documents specified in the **written agreement**, constitute the entire agreement between **Wolfpack** and the **client** and supplants any prior oral or written representations, if any. They may be varied only by the written agreement of both **Wolfpack** and the **client**.
- 2.3. **Wolfpack** and the **client** are independent contractors. Neither party shall act or represent itself as an agent of the other and shall not in any manner assume or create an obligation of, or in the name of, the other.

3. Validity

- 3.1. Where the written agreement is a proposal, it shall be valid for a period of 30 days from the date of issue, unless otherwise indicated. Where there is a conflict between the terms in the written agreement and these standard terms and conditions, these standard terms and conditions will apply.

4. Provision of services

- 4.1. **Wolfpack** will endeavor to deliver the **services** with the requisite level of skill, integrity and professional competence at all times.
- 4.2. Where the delivery of the **services** requires information from, or the co-operation of, officials and employees of the **client**, the **client** undertakes to use its best efforts to ensure that its directors, management, officials and employees are available when required and that they provide the necessary information and co-operation on a timely basis. Reasonable facilities and access to data and information will be provided by the **client**.
- 4.3. Where **Wolfpack** personnel to deliver the **services** are named in the **written agreement**, **Wolfpack** will take reasonable steps to ensure that such personnel are used. Nevertheless, **Wolfpack** personnel may be absent for short periods of time due to other commitments, annual leave or training. **Wolfpack** will endeavor to avoid any disruption to the delivery of the **services** as a result thereof.
- 4.4. **Wolfpack** may need to substitute named personnel and, in such an event, will give reasonable notice thereof to the **client** and will provide replacement personnel of equivalent ability.

5. No offers of employment to be made

- 5.1. The **client** undertakes not to make any offer of employment to any **Wolfpack** personnel involved in delivering the services from the date of signing the **written agreement** until the expiration of 12 months after the completion of the **services**. Similarly, the **client** undertakes not to contract with any such **Wolfpack** personnel

for the provision of any services for the same period.

- 5.2. **Wolfpack** undertakes not to make any offer of employment to, and not to contract with, any **client** personnel with whom **Wolfpack** is involved in delivering the **services** on the same basis as that set out in 5.1 above.
- 5.3. Should a member of **Wolfpack** personnel apply, within the above-mentioned period, for employment at the **client** or to contract for the provision of any service to the **client**, then the **client** shall pay **Wolfpack** a fee of 50% of the annual cost of employment package of that person if he or she is employed or contracted by the **client**.
- 5.4. Similarly, **Wolfpack** will pay such a fee to the **client** in the event of employing or contracting a member of the **client** personnel with whom **Wolfpack** had been involved in delivering the **services**.

6. Intellectual property

- 6.1. **Wolfpack** shall retain all intellectual property rights in all materials, including methodologies, know-how, trade secrets, software and tools used, provided or developed by **Wolfpack** in providing and delivering the **services**.
- 6.2. Except for cases where a licence is expressly granted by **Wolfpack**, the **client** shall acquire no rights or interest in such property.
- 6.3. This clause 6 is severable from the rest of this agreement and shall remain valid and binding on the parties notwithstanding any termination of this agreement.

7. Non-exclusivity

- 7.1. The **client** acknowledges that **Wolfpack** provides advisory, project, research, training, awareness, talent management, advice, frameworks, assessment and a variety of other services to a large and diverse range of clients. The provision of the **services** to the **client** will not prevent **Wolfpack** from providing the same or similar **services** to other parties, some of whom could be competitors of the **client** or who may be in conflict with the **client**.
- 7.2. The **client** also acknowledges that **Wolfpack** may already have provided the same or similar **services** to other parties.
- 7.3. Where **Wolfpack** is aware of the same or similar **services** being provided to other parties, safeguards will be implemented to protect the interests of the **client**. These safeguards will include the use of different personnel and other barriers to ensure the confidentiality of information.
- 7.4. Whilst **Wolfpack** will be bound by the confidentiality clauses mentioned below, **Wolfpack** shall have the right to use the name of the **client** and a description of the **services** as a reference in seeking to provide services to other parties, unless the **client** expressly forbids this.

8. Confidentiality

- 8.1. **Wolfpack** will keep confidential all information obtained from the **client** except such information as is in the public domain, or where the **client** agrees to **Wolfpack** making this information available to other parties.
- 8.2. The **client** agrees to keep confidential any methodologies, technology, know how, trade secrets, software and tools used, provided or developed by **Wolfpack** in providing and delivering the **services**. Similarly, any information provided or developed by **Wolfpack** will be kept confidential, unless **Wolfpack** expressly agrees in writing to the **client** making this available to other parties.
- 8.3. Where the **written agreement** is a proposal for work to be performed and the **client** does not accept the proposal, any documentation or property specifically identified by **Wolfpack** will be destroyed or returned to **Wolfpack** on request.
- 8.4. The **client** acknowledges that **Wolfpack** is required, in terms of professional standards, to retain documentation to support the work done and any deliverables provided. Where this documentation includes confidential information of the **client**, **Wolfpack** will be entitled to retain such documentation.
- 8.5. This clause 8 is severable from the rest of this agreement and shall remain valid and binding on the parties notwithstanding any termination of this agreement.

9. Professional fees

- 9.1. The basis of charging professional fees is set out in the **written agreement**. All cost estimates are exclusive of Value Added Tax.
- 9.2. Disbursements and out-of-pocket expenses incurred in providing the **services** will be charged at cost. These include all reasonable expenditure necessary for the successful completion of the **services** including but not limited to travelling, subsistence, goods and services purchased on the **client's** behalf, communications, stationery, report and presentation material, secretarial time and computer related charges.
- 9.3. Invoices for fees and expenses/disbursements will be presented monthly or at defined milestone payment cycles. Invoices are payable within 30 days of the date of such invoice.
- 9.4. Payments shall be made by the **client** without any deduction. In the event of a dispute over an amount of fees, the amount not in dispute shall be paid on presentation of the invoice without any set off or counterclaim that may be alleged.
- 9.5. **Wolfpack** will, at its discretion, charge interest on any invoices, or portions thereof, not paid within 15 days of presentation. The rate of interest will be at the overdraft interest rate charged by **Wolfpack's** bankers plus 2%. Payments of such penalty interest shall be without prejudice to any other rights that **Wolfpack** may have in law or otherwise.

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- 9.6. The **client** acknowledges that **Wolfpack** may suspend provision of the **services** until all amounts due are paid in full and retain custody of any documents received from the **client** until payment is received.
10. Use of reports and other deliverables
- 10.1. Any advice, report, certificate, schedule or other deliverable arising from or in connection with the **services** will be for the sole use of the party or parties to whom it is addressed and may be relied upon only by that party or parties. No person other than the party or parties to whom it is addressed shall be entitled to place any reliance thereon for any purpose whatsoever.
- 10.2. Any such advice, report, certificate, schedule or other deliverable is based on the particular facts and circumstances of the **client** at a particular point in time. Consequently, such advice, report, certificate, schedule or other deliverable may well not be relevant to another party or at a different time and under different circumstances. **Wolfpack** does not warrant or guarantee that there will be no change to relevant facts and circumstances in the future or that future events or outcomes will transpire.
- 10.3. Copies, in whole or in part, may not be made available to any other party without the prior express written consent of **Wolfpack**, which consent may be given or withheld at our absolute discretion.
- 10.4. The **client** indemnifies **Wolfpack** against any claim by any third party arising from a copy of any report, certificate, schedule or other deliverable which the third party received from the **client** or its advisors.
11. Reliance on **client** information
- 11.1. The services, or any portion thereof, may be dependent on information supplied by the client. **Wolfpack** will not be liable to the client or to any third party for any damages suffered as a result of the client providing any information that is incorrect or incomplete or where the client fails to disclose any relevant information to **Wolfpack**; and the client indemnifies **Wolfpack** against any claims or expenses relating thereto.
12. Limitation of liability
- 12.1. The maximum liability of **Wolfpack**, its directors, employees, and agents in respect of any and all claims which may arise in respect of the **services** shall be limited to the fees charged for these services. This maximum liability shall be an aggregate liability for all claims howsoever arising, whether by contract, negligence or otherwise.
- 12.2. Where **services** are rendered otherwise than in terms of a **written agreement**, this clause shall apply separately to services relating to each invoice issued.
- 12.3. **Wolfpack**, its directors, employees and agents will not be liable to **client** or any third party for any consequential, punitive or any other loss or damages beyond the
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maximum liability specified.

- 12.4. **Wolfpack**, its directors, employees and agents will not be liable to the **client** or any third party claiming through or on behalf of the **client** from any cause of action whatsoever, whether under this agreement, delict, statute or otherwise:
- for any indirect or consequential loss or damages whatsoever;
 - to the extent that any such loss or damage is attributable to fault, negligence or lack of care on the part of client, such cessionary or any third party

- 12.5. Any claims, howsoever arising, must be commenced formally within two years after the party bringing the claim becomes aware (or ought reasonably to have become aware) of the facts which give rise to the action and, in any event, no later than three years after any alleged breach of contract, negligence, delict or other cause of action. This expressly overrides any statutory provision which would otherwise apply.

- 12.6. **Wolfpack** will not be liable for any delays resulting from circumstances or causes beyond its reasonable control, including without limitation, fire or other casualty, strike or labour dispute, power outages, war or other violence or cause through any law, order or requirement of any governmental agency or authority.

13. Termination

- 13.1. The written agreement may be terminated forthwith by the **client** or **Wolfpack** in the event of either party going into provisional or final liquidation or having a judicial manager appointed over all or part of its activities.
- 13.2. In the event of either the **client** or **Wolfpack** being in breach of any of the terms of the **written agreement**, the other party may, by written notice require the party which is in breach to remedy such breach. If this has not been remedied within **14** days of receipt of such notice, or if the breach is incapable of being remedied, the other party may in writing terminate the **written agreement** without prejudice to its right to claim damages arising from such breach.

14. Severability of clauses

- 14.1. If any provision or clause of the written agreement or of the standard terms and conditions becomes invalid or unenforceable, such provision or clause shall be divisible and be regarded as pro non-scripto and the remainder of the written agreement and the standard terms and conditions shall remain in force and binding.

15. Dispute resolution

- 15.1. The parties accept that disputes may arise between the parties during the course of this agreement.
- 15.2. Any dispute that arise, shall be referred to a joint committee of a director of the client and a director of Wolfpack, or alternates appointed by them, who will use

their best endeavors to resolve the dispute within 14 (fourteen) days of the dispute having been referred to them.

- 15.3. Should the joint committee be unable to resolve a dispute, such dispute will be submitted to and decided by arbitration in terms of clause 16.

16. Arbitration

- 16.1. Any dispute which may arise at any time between the parties relating to any matter arising out of this written agreement or the interpretation thereof, shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation.
- 16.2. Either party to this agreement may demand that a dispute be referred to arbitration by giving written notice to that effect to the other party.
- 16.3. This clause shall not preclude either party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 16.4. The arbitration referred to in 16.1 shall be held at Johannesburg in the English language; and immediately and with a view to its being completed within 21 (twenty-one) days after it is demanded.
- 16.5. The parties irrevocably agree that the decision in arbitration proceedings shall be final and binding upon the parties; shall be carried into effect; may be made an order of any court of competent jurisdiction.
- 16.6. The provisions of clauses 15 and 16 shall not preclude the parties from obtaining urgent interim relief from any court of competent jurisdiction.

17. Force Majeure

- 17.1. Neither party shall be liable for any failure to fulfil its obligations under this agreement if and to the extent such failure is caused by any circumstances beyond its reasonable control, including but not limited to flood, fire, earthquake, war, tempest, hurricane, industrial action, government restrictions or acts of God. Should either party be unable to fulfil a material part of its obligations under this agreement for a period in excess of 60 (sixty) days due to circumstances beyond its reasonable control, as recorded in this clause, the other party may at its sole discretion cancel this agreement forthwith.

18. Waiver

- 18.1. No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the party hereto giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege

preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

19. Cession

19.1. No party shall cede any of its rights or delegate any of its obligations under this agreement, without the prior written consent of the other party, which shall not unreasonably be withheld.

20. Governing law

20.1. This Agreement will be governed by and construed in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law.

21. Jurisdiction

21.1. Subject to clauses 15 and 16, the parties consent and submit to the jurisdiction of such High Court of South Africa, or division thereof, which has its seat in Johannesburg, in any dispute arising from or in connection with this Agreement.

22. Ongoing rights

22.1. Notwithstanding termination of this Agreement, any clause, which from the context, contemplates ongoing rights and obligations of the parties, shall survive such termination and continue to be of full force and effect.

23. Legal addresses

23.1. The **client** and **Wolfpack** each choose the address set out below as its legal address.

Wolfpack at:

Physical address

Wolfpack Information Risk
 Unit A2, Rock Cottage Office Park
 Randpark Ridge
 Johannesburg, South Africa, 1715

Postal address

Suite 11
 Private Bag X11
 Northriding
 2162

The client at:

Physical address

Postal address

- 23.2. Any notice to be given in terms of the **written agreement** or these standard terms and conditions must be in writing and delivered to the legal address of the party concerned.
- 23.3. Written notice given in a correctly addressed envelope, delivered by hand to a responsible person during ordinary business hours shall be deemed to have been received on the day of delivery.

Accepted and agreed:

By:

CLIENT

DATE