



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 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, intellectual property or other items to be supplied by Wolfpack that the written agreement stipulates.
- 1.6 **Written agreement** means the letter of engagement, or contract, proposal or another document between the client and Wolfpack setting out the services to be provided and the related terms and conditions.

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.

Wolfpack Information Risk (Pty) Ltd

175 Weltevreden Road, Berario, Northcliff, 2195, Johannesburg, South Africa
Phone +27 11 794 7322 | E-Mail: info@wolfpackrisk.com | www.wolfpackrisk.com

K2011/100935/07

- 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 30 days from the date of issue, unless otherwise indicated. Where there is a conflict between the terms of the written agreement and these standard terms and conditions, these standard terms and conditions will apply.

4. Provision of services

- 4.1. Wolfpack will endeavour 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 all employees (including directors, management, officials, partners and third-party suppliers) are available when required and that they provide the necessary information and co-operation on a timely basis. Reasonable access to data and facilities 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 endeavour 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 an 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 an 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 (as per 5.3 above) in the event of employing or contracting a member of the client's 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 expenses 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.
- 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. The client further 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 other 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 the client or any third-party for any consequential, punitive or other loss or damages beyond the 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 the client, 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 an 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 the standard terms and conditions becomes invalid or unenforceable, such provision or clause shall be divisible and be regarded as never written (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 arises 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 endeavours 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 by 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 in Johannesburg (using the English language) immediately with a view to it 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 and 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. No 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 by the law of the Republic of South Africa, and all disputes, actions and other matters relating to it 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 in 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
 175 Weltevreden Road, Berario,
 Northcliff
 Johannesburg
 2195

Postal address

Suite 11
 Private Bag X11
 Northriding
 2162

The Client at:

Physical address

Postal address

23.2. Any notice to be given regarding 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