

Terms and Business Policy

1. Introduction

- 1.1. This document contains the Terms of Business which –
 - sets out the basis on which Latita Africa accepts instructions from and conducts business with its clients; and
 - regulates the relationship between Latita Africa and the Client in respect of the Matter.
- 1.2. All work carried out by Latita Africa is subject to these Terms of Business, except to the extent that changes are expressly agreed to in writing between us.
- 1.3. Acceptance of these Terms of Business will be assumed from the Client continuing to engage Latita Africa.
- 1.4. The client's indication of special terms shall not be considered a departure from the Terms of Business unless Latita Africa has accepted such special terms in writing. Should inconsistencies between the client's indication of special terms and this Terms of Business exist, this Terms of Business shall prevail.
- 1.5. Please review these Terms and Conditions statement carefully and contact Latita Africa promptly if you have any questions.

2. Parties

- 2.1. Latita Africa only owes a duty to the Client on any Matter on which it is instructed. These Terms of Business also apply to any holding, subsidiary or associated companies of the Client for whom Latita Africa may act.
- 2.2. Latita Africa does not accept obligations to any other person or company, unless we expressly agree to do so in writing. In those circumstances, these Terms of Business will also apply to Latita Africa's work for that person or company.
- 2.3. Latita Africa's advice is provided to the Client and may not, without prior written consent, in writing, be disclosed to any other party.
- 2.4. The Client will not refer to Latita Africa or advice received from Latita Africa in any public document or communication without prior written consent. Latita Africa's advice will be final and binding only when signed, delivered to the Client by post or e-mail in PDF format or submitted to the relevant authorities.
- 2.5. The parties hereto may not assign or transfer rights or obligations to any other party without prior written approval.
- 2.6. Latita Africa shall provide the Services to the Client as an independent service provider. Nothing in this Terms of Business constitutes, or shall be deemed to constitute a partnership between the parties nor make any party the agent of another part, except as to provide the services as set out herein.

3. Scope and performance of the engagement

- 3.1. The service provided by Latita Africa ("the Service")

is described in the Letter of Engagement.

- 3.2. Latita Africa will endeavour to provide the service in accordance with any schedule prearranged between the parties. Unless the client and Latita Africa specifically and in writing have agreed on a final time of delivery, all dates stated by Latita Africa.
- 3.3. Latita Africa shall not be obliged to update recommendations, conclusions, reports, presentations or other products/services, either orally or in writing, once these records have been handed over in their final form to the client.
- 3.4. Any increase or reduction in the scope of the service arranged shall be agreed to in writing by the parties. Any such work as Latita Africa may perform in relation to the change in the scope of the engagement shall be governed by the terms herein, subject to any adjustment of Latita Africa's fees and the schedule.
- 3.5. The Client is responsible to provide Latita Africa with accurate and correct information. Latita Africa does not accept any liability or responsibility if the Client supplied fraudulent information.
- 3.6. As the appointed Business Consultant and agent of the Client, Latita Africa is authorised in effecting the purpose aforesaid to do or cause to be done whatsoever shall be necessary as fully and effectually as the Client might or could do if personally present, and the Client hereby ratifies whatsoever Latita Africa shall lawfully do by virtue of the power of attorney granted to Latita Africa.
- 3.7. It is pertinent to note that Latita Africa is acting on instruction only to consult on the Matter. Latita Africa does not accept responsibility for -
 - any tax matters;
 - any post completion work not expressly agreed to be undertaken;
 - any other matter not expressly referred to in the scope of services;
 - financial or corporate finance advisory matters.

4. Co-operation

- 4.1. The parties shall keep each other informed about any material circumstances relating to the performance of the engagement.
- 4.2. The client shall co-operate in good faith with Latita Africa in performing the engagement, and this shall include timely arrangements for Latita Africa's access to all of the client's data, information and staff as is necessary for providing the service as agreed, and inform Latita Africa immediately of any proposals, developments or other circumstances or issues which in the opinion of the client are material to Latita Africa's performance of the engagement and Latita Africa's provision of the service agreed.
- 4.3. To achieve the Client's objectives, it is important that Latita Africa understands the Client's objectives, instructions and expectations at the outset.
- 4.4. It is imperative that the Client and Latita Africa work together as a team, and that any changes in the Client's objectives are communicated promptly and clearly to Latita Africa.

- 4.5. It is the Client's responsibility, however, to decide the use of and the extent to which it relies on and implements the advice or recommendations of Latita Africa.
- 4.6. The Client agrees that Latita Africa may disclose its role as consultant and advisers in any matter on which it is instructed following its completion, for marketing purposes, unless instructed otherwise, in writing. The Client also agrees that, unless instructed otherwise, in writing, Latita Africa may publicise the fact that it has a relationship with the Client.

5. Services and Obligation

5.1. Latita Africa may agree to provide services as set out in this paragraph which shall reflect in the Letter of Engagement.

5.2. Debt management

- This process includes the case being referred to the Tax Board and Tax Court. Our fees do not include the cost of a registered Tax Lawyer. Clients undertake to notify Latita Africa, in writing, within 10 (ten) working days if they intend to contact SARS themselves for any reason.
- SARS can at any stage blacklist, issue a third party to collect the outstanding debt, issue judgement on a client or reject an application submitted. The success of an application submitted to SARS depends on various factors including the financial position of the client, past compliance history and current compliance. Latita Africa can't be held liable for unsuccessful applications due to one of these factors beyond our control.
- We cannot be held responsible where our work with SARS has been jeopardized by holding up, delaying our immediate request for information, withholding information or by addressing SARS without our knowledge, or for hold ups where SARS failed to act timelessly. We are not responsible for the consequence of taxpayers not acting in accordance with arrangements made with SARS verbal or written. Additional or further arrangements or rearrangements will be treated as a separate task and will be charged for additionally and separately to any fee mentioned in this agreement.

5.3. Retainer services:

- Latita Africa shall conduct the Services within the specifications and guidelines agreed with the Client. Latita Africa shall at all times, observe and comply with generally accepted bookkeeping and accounting practices and standards while complying with all State laws, regulations, and procedures when completing their Services. Any additional work shall be quoted and invoiced for separately. No backdated work shall be included in the retainer, all retainer work commences as per clause 1.4 of these Terms of Business and future work.

5.4. Bookkeeping services

- The Client is responsible to provide Latita Africa with adequate information to perform bookkeeping services in adequate time.
- The Client shall furnish Latita Africa with all

information before the 15th of each month in order for Latita Africa to provide the Client with income and expense reports and/or management statement. If the Client fails to provide Latita Africa with information, the Client will still be charged for the month's work but only be furnished with his reports ten (10) business days after the Client supplied the information.

- The Client is responsibility to provide Latita Africa with accurate and correct information Latita Africa does not accept any liability or responsibility of the Client supplied fraudulent information. Fraudulent information is a crime; we are by law responsible to report such activities.
- The Client is responsible for clear the suspense accounts (unallocated transactions and allocations which Latita Africa is uncertain about and needs additional information from the Client) with Latita Africa at least five (5) business days from receipt of such suspense account.
- Where the Client does not furnish Latita Africa with VAT-information before the 15th of each month, the Client cannot be guaranteed that their calculations will be done for submission on the last business day of the month. Latita Africa does not accept any responsibility towards penalties and interest if Latita Africa did not receive the information before the 15th of that particular month.
- The Client accepts that Latita Africa will submit all VAT returns bi-monthly. Latita Africa does not take any responsibility for penalties and interest if the Client does not make payment to SARS, for whatsoever reason. It is the Client's responsibility to notify Latita Africa in writing at least five (5) days before submission that Latita Africa should not submit a return or if banking details have changed for the Client.

5.5. Financial statements preparation for audit

- The Client will be furnished with financial statements preparation annually.
- The Client is responsible to ensure that all information provided to Latita Africa reflect correctly on the financial statements' preparation before approval by the Client. Latita Africa is indemnified for any fraud on any financial statements' preparation, and the Client takes full responsibility for the information provided to Latita Africa for completion of the financial statements' preparation.

5.6. Taxation services

- Financial statements (which are provided annually by the client) and income tax certificates should be used to submit the income tax returns. At least 80% (eighty percent) of the taxable payable on the income tax assessment should have been paid on the second provisional income tax return. Latita Africa does not take responsibility for penalties, interest or additional tax payable on the late submission or non-payment of provisional or income tax.
- Provisional income tax is calculated according to the information provided by the Client. It is the responsibility of the Client to furnish Latita Africa with additional information at least 20 (twenty) business days before the due date for these returns. Provisional income tax is compulsory for all companies and their directors, close corporations and their members, sole traders, or where SARS deemed the Client to be a provisional taxpayer.

Latita Africa does not take responsibility for calculations not checked or approved by the Client and submitted by Latita Africa.

- Latita Africa is responsible to submit the Client's income tax returns within ten (10) days after all the required information has been received by Latita Africa.
- Latita Africa has a lead time of ten (10) business days for any general queries or solutions. If a lead time of a Governmental institution exceeds this lead time, their lead time will apply.
- All documentation must be delivered to or collected from Latita Africa offices. Latita Africa reserves the right to charge for travelling or courier charges.
- Latita Africa is responsible by law to report any fraudulent activities to the South African Revenue Services (SARS), The Master of the High Court, the Department of Trade and Industry, the Companies and Intellectual Property Commission, the Department of Labour and all parties in the South African Government.
- Latita Africa reserves the right to withhold information as well as e-filing returns until the Client fully settles accounts with Latita Africa. Latita Africa does not take any responsibility for penalties or interest due to Latita Africa withholding these returns or information.

6. Confidentiality

- 6.1. The parties shall be under a mutual duty to safeguard the confidentiality of all material, records and information about the other party as well as all information received from the other party in connection with the performance of the engagement.
- 6.2. This stipulation on confidentiality shall not apply to material, records and information (i) which are known to the public, (ii) with which the recipient is already familiar, (iii) which have been passed on by any third parties without restrictions, (iv) which have been developed separately, or (v) which have been disclosed pursuant to a legal requirement or a court order.
- 6.3. Irrespective of the stipulation stated in clause 6.1., Latita Africa shall be entitled to pass on the client's confidential information and material to Latita Africa's partners assisting in the provision of the service or when this is necessary in order to attend to the client's interests.
- 6.4. Neither the client nor Latita Africa shall mention the other party or the service in public without such party's prior written consent.
- 6.5. After the time of delivery of the service, Latita Africa shall be entitled to refer to the client and the engagement in good faith by using the name and logo of the client, for example, when submitting proposals or presentations, or during training, unless the client explicitly so forbids.
- 6.6. Latita Africa will keep all information obtained, which is not in the public domain, confidential, and will only otherwise disclose it with your authority or if required to do so by the laws and professional regulations applicable to it.
- 6.7. The obligations under this section shall survive the

termination or expiration of the services.

7. Personal data

- 7.1. Latita Africa respects its clients' expectations of privacy and confidentiality. Accordingly, Latita Africa collects and processes personal data in accordance with applicable legislation, including, but not limited to the Protection of Personal Information Act, No 4 of 2013.
- 7.2. Latita Africa uses data processors as suppliers to store and process personal data received from the client or its representatives or from other providers or other sources. Furthermore, Latita Africa discloses personal data to other partners and other relevant third parties assisting with the provision of the service or when this is necessary in order to attend to the client's interests and/or to deliver the services as agreed.
- 7.3. When the client provides Latita Africa with personal data on a third party, it is the responsibility of the client to ensure that the client is entitled to disclose such personal data to Latita Africa.

8. Communication

- 8.1. Latita Africa will communicate with the Client face-to-face, by e-mail, post, telephonically, sms or via WhatsApp. Preference will be given to non-encrypted email communication unless the Client instructs Latita Africa otherwise, in writing. Latita Africa will assume that the Client consents to communication by this method, unless Latita Africa is advised otherwise, in writing.
- 8.2. Although convenient and an effective way of communication, non-encrypted emails are not secure. Latita Africa cannot guarantee that the emails will not be intercepted, interfered with, or will be free of defects (such as viruses). Latita Africa does not accept responsibility, and will not be liable, for any damage or loss caused by an email that is intercepted, interfered with or is defective (including but not limited to failure of security or confidentiality). Therefore, please request an acknowledgement of receipt for important communications. For clarity, the parties herewith accept that electronic communication is neither safe nor stable and that data may be destroyed, that messages will not always be delivered immediately (if at all) or be brought to the knowledge of third parties.
- 8.3. Since electronic communications are prone to contamination by computer viruses, it is herewith agreed that each party shall be responsible for protecting their own systems and interests. Latita Africa shall not be responsible to the client for any loss or damage in any way arising from Latita Africa's use of the Internet or the client's network, applications, electronic data or other systems.
- 8.4. Latita Africa also does not accept any liability for non-receipt or late receipt by the Client of any communication by email, post, fax, or for any corruption in the information communicated to the Client, or its disclosure to other parties, as a result of the interception of such communication.
- 8.5. The Client has the responsibility to ensure that

communications to the fax number or e-mail address provided by the Client to Latita Africa are secure.

- 8.6. Latita Africa may distribute a periodic newsletter or blog by email. Please let Latita Africa know if the Client would like to be removed from those mailing lists.

9. Instructions

- 9.1. Latita Africa relies on the Client to give Latita Africa timely written instructions.
- 9.2. Latita Africa does not accept any liability if the Client does not provide clear and complete instructions early enough for Latita Africa to act within the time limits set by the Client and/or any administrative or judicial authority whatsoever.
- 9.3. All oral instructions and/or instructions given via Whatsapp to Latita Africa must be confirmed in writing via email by the Client. Latita Africa does not accept any liability for any misunderstanding or misinterpretation of oral instructions, or for the absence of any written confirmation thereof, Latita Africa being authorised to ignore any instruction being contrary to South African law.
- 9.4. The Client undertakes promptly to provide Latita Africa with all information, assistance and materials that Latita Africa may request from time to time to facilitate the proper and timely performance of the Services. The Client warrants the accuracy, completeness and reliability of the information, data and documents provided to Latita Africa, even if they have come from third parties.
- 9.5. The Client authorises Latita Africa to complete and sign in the name of the Client such documentation as is necessary or desirable to carry out the Client's lawful instructions, and will on first request, provide in a timely manner, any requisite signed form(s) of authorisation. The Client agrees to indemnify Latita Africa in respect of all costs, claims, demands and expenses that may result from exercising of the authority given by this clause.

10. Conflict of interest

- 10.1. It is the practice of Latita Africa to check for conflicts of interest before accepting an engagement. Latita Africa provides many different professional services to clients, and Latita Africa cannot guarantee prompt identification of all situations in which a conflict with the client's interests may exist, although Latita Africa will make a reasonable effort to do so.
- 10.2. Should the client be or become aware of possible conflicts of interests that may affect the engagement, Latita Africa urges that the client notifies Latita Africa thereof without undue delay.
- 10.3. If a potential or actual conflict of interest has been identified, and Latita Africa believes that the interests of the client may be adequately safeguarded through the implementation of relevant procedures, Latita Africa will discuss and agree such procedures with the client.
- 10.4. Before accepting any mandate, Latita Africa will make reasonable verifications that there is no

commercial conflict of interest that prevents Latita Africa from acting for the Client. If a conflict arises while Latita Africa acts for the Client, the Client will be contacted to mitigate the issue.

11. Fees, expenses and terms of payment

- 11.1. Latita Africa's fees for performing an engagement shall be calculated in accordance with the quotation.
- 11.2. If, prior to commencement of the work, no arrangement has been made with the client about the fee to be charged, the fee shall be charged on a time basis using the hourly rates fixed at any time relating to those partners and employees who performed the engagement.
- 11.3. Any fee specified by Latita Africa shall reflect an estimate based on the assumptions stated by the parties in the quotation. As a consequence, even though a fixed fee has been agreed for the service, Latita Africa shall in the following situations be entitled to charge a fee for the extra time it has to invest in providing the service if it becomes evident that:
- the assumptions for providing the service have changed, or
 - the assumptions for providing the service proved incorrect or inadequate, and
 - the service agreed is expanded or reduced.
- 11.4. Any expenses or outlays relating to the engagement, including reasonable travelling expenses, accommodation, subsistence allowances, publications, data, etc. shall be paid by the client in addition to the fee. Any fees to external advisors or specialists engaged by the client shall be paid directly by the client and shall be of no concern to Latita Africa.
- 11.5. Any fees to sub-service providers engaged by Latita Africa are not included in Latita Africa's fee and shall be charged to the client as ordinary outlays.
- 11.6. Payments are to be made the 25th (twenty-fifth) day of every month. Interest of 2% (two percent) shall be charged monthly for arrear accounts of 60 (sixty) days and above in accordance with Section 103 of the National Credit Act.
- 11.7. If a retainer has been agreed upon, the Client agrees to pay Latita Africa a set amount as agreed to in the quotation, subject to the following:
- The Client shall at all times be liable for the payment of Latita Africa's fees.
 - Latita Africa shall be entitled to charge fees in excess of that set out in the Schedule in the event that the services rendered by Latita Africa are out of scope, on an urgent basis and/or outside of Latita Africa's usual business hours, provided that the fees so charged do not exceed twice that set out in the Schedule.
 - Any additional payments to be made to external parties such as SARS, CIPC, Dept of Workmans Compensation, Dept Of Labour etc. are to be made by the client and is not included in the retainer. Any backdated work will be charged for separately and all work that is not mentioned in this clause will be billed for additionally.
- 11.8. Latita Africa shall be entitled to increase the fees on 1 January of each year as follows: 10% (ten per cent)

increase rounded to the nearest R5.00 (Five Rand only).

- 11.9. Latita Africa shall be entitled, without notice to the Client to withhold their services until all amounts due, payable and owing to Latita Africa from time to time shall have been paid in full.
- 11.10. In the event of Latita Africa having to institute legal action against the Client for the recovery of fees and disbursements owed to Latita Africa, the Client shall be liable for the payment of all legal costs (including collection commission at the prevailing rate for the time being).
- 11.11. Payments are to be made into the chosen bank account as set out in the Letter of Engagement.
- 11.12. Latita Africa will ordinarily bill the Client on a monthly basis, or periodically as may be appropriate and agreed with the Client, in writing.
- 11.13. Latita Africa invoices are due and payable on the date of issue, and in the currency in which they are submitted to the Client into the bank account appearing on the invoice.
- 11.14. Any query on an invoice must be raised within 5 (five) business days of delivery.
- 11.15. The Client is the person responsible for the payment of the Invoices unless Latita Africa and the Client have agreed otherwise in writing.
- 11.16. Latita Africa reserves the right and will not be obliged to act nor take any steps in furtherance of the completion of Latita Africa mandate until any interim account is settled.

12. Disbursements

- 12.1. Latita Africa shall be entitled to engage the services of other persons whose services must of necessity be employed in order for Latita Africa to attend to the Services.
- 12.2. Latita Africa shall be entitled to disburse on behalf of the Client whatever amounts of money may be required to be disbursed in order for Latita Africa to attend to the Services.
- 12.3. The Client at all times be liable for the payment of all disbursement plus 25% (twenty five percent), including VAT thereon.

13. Rights

- 13.1. Each party shall maintain the rights existing prior to the commencement of the engagement, irrespective of whether these rights form part of the service, and no party shall gain any right to the other party's rights existing prior to the commencement of engagement.
- 13.2. Latita Africa shall have the right of ownership of any intellectual property rights, products and material arising from the rendering of the service.
- 13.3. The client shall be entitled to use the service rendered pursuant to the engagement in-house in its own organisation. The right of use, however, shall not

include any models or methods or similar means which have been applied in connection with the rendering of the service and which are the property of Latita Africa.

- 13.4. The service provided by Latita Africa to the client may not be passed on to any third parties. The service may be applied for own use only and for the purpose specified in the Letter of Engagement, unless otherwise consented to by Latita Africa in writing.
- 13.5. In the event of any inconsistencies between the terms stated in the Letter of Engagement and these Terms of Business, the Letter of Engagement shall supersede the Terms of Business.

14. Breach

- 14.1. If either party materially defaults on their obligations pursuant to the Terms of Business and/or the Letter of Engagement, the other party shall be entitled to terminate the Services.
- 14.2. If the client defaults on its payment obligations, Latita Africa shall be entitled to terminate the Services.
- 14.3. However, the Services may be terminated only if the breach of services has not been rectified 14 (fourteen) working days after submission of a written default notice. The default notice shall state the cause of breach and that the Services will be terminated if the breach has not been rectified before expiry of the notice period.
- 14.4. Any notices, bills, invoices, or reports required by this Terms of Business shall be delivered to the address as provided by the client during the Letter of Engagement, and shall be deemed received on the day of delivery if delivered by hand, standard mail, e-mail, or facsimile during the receiving party's regular business hours.
- 14.5. In case of material breach of the Services, a party shall be entitled to compensation pursuant to the general rules of South African law. However, see clause 15 on limitation of responsibility.

15. Limitation of responsibility

- 15.1. Latita Africa shall be responsible for the service rendered in accordance with the general rules of South African law. Any limitations on the overall liability for damages shall be the clients responsibility.
- 15.2. Latita Africa shall assume no responsibility for any indirect loss or consequential damage, including loss of goodwill, image, earnings, profit or data.
- 15.3. Latita Africa shall not be held responsible for any claims that might arise as a result of false, misleading or incomplete information, data or documentation furnished by other parties than Latita Africa.
- 15.4. In connection with the preparation of any recommendation, conclusion, report, presentation or any other product as part of the service, Latita Africa shall have the right to orally discuss ideas with the client or to present a draft of such products to the client. Latita Africa shall not be held responsible for the content of any oral reports or draft products that are

subsequently to be replaced by final products.

- 15.5. Latita Africa shall assume no responsibility in respect of any other parties (including third parties) who benefit from, use or gain access to the service provided by Latita Africa. The client shall undertake to compensate Latita Africa for obligations, losses, expenses or other costs that Latita Africa may reasonably incur in connection with claims from such other parties and claims against Latita Africa attributable to the client's defaulting on the Agreement.
- 15.6. The limitation of responsibility under the Agreement shall apply to all partners as if they were direct parties to the Agreement.
- 15.7. Latita Africa shall assume no responsibility or obligations if the service is used for any purpose other than that outlined in the Letter of Engagement.
- 15.8. Latita Africa may engage other partners to assist in the provision of the service. When another partner assists Latita Africa in providing the service, Latita Africa shall be responsible for such service in all respects. The client's contractual arrangement is with Latita Africa only, which has committed itself in relation to the client to providing the service agreed.
- 15.9. The client shall accept that in case of any disagreement between Latita Africa and the client about the Terms of Business or the service provided, the client may only advance a claim or take legal steps against Latita Africa - and not against any other partner. Latita Africa's partners are legally separate and independent entities and, except as provided expressly herein, have no liability for each other's acts and omissions.

16. Suspension / Termination of services

- 16.1. When the Matter is completed, Latita Africa's representation in respect of that specific Instruction will end. Latita Africa will only advise the Client further on issues arising from the Matter (e.g. implementation and other dates or changes in relevant law or regulation) if the Client specifically engages Latita Africa to do so.
- 16.2. Latita Africa reserves the right to withdraw from a Matter or cease to act on behalf of the Client, if considered appropriate for any reason.
- 16.3. If the service is an audit engagement, it may be terminated in accordance with the rules effect in South Africa.
- 16.4. Termination is only by providing the other party written 30 (thirty) days' notice, unless Latita Africa has not performed the Services in accordance with the Letter of Engagement. Should the client not provide Latita Africa with the relevant notice in time, the client shall pay Latita Africa, in-full, for any remaining balance owed following the termination of Services.
- 16.5. Unless otherwise agreed, both parties shall be entitled to terminate the Agreement at 30 (thirty) business days' notice. The termination shall be presented in writing.
- 16.6. Notwithstanding anything else stated herein, Latita

Africa may without being in default terminate this Agreement, in whole or in part, with immediate effect upon written notice to client if Latita Africa determines that Latita Africa's performance of any part of this Agreement due to law, regulation, change in circumstances (including, without limitation, changes in ownership or control of client) will imply that Latita Africa's performance of any part of the Agreement will be illegal or otherwise unlawful or in conflict with independence rules applicable to Latita Africa.

- 16.7. When terminating the Agreement, the client shall pay Latita Africa for the services provided until the termination and/or any unsettled hours used and costs and outlays incurred, as well as any reasonable expenses that Latita Africa may incur as a result of the termination.
- 16.8. Unless the Agreement is terminated prematurely in accordance with the above, it shall terminate when the service has been provided.
- 16.9. Any provisions of the Agreement that - either explicitly or by nature - extend beyond the date of termination shall continue to apply after the termination of the Agreement irrespective of the above.

17. Applicable law and venue

- 17.1. Any disagreement or dispute arising between the parties on the interpretation of the Terms of Business and/or these Terms of Engagement shall be settled by application of the South African law before South African courts in Johannesburg.
- 17.2. Each party will be liable for own legal representations fees.

18. Term

- 18.1. The Term of this Agreement shall be set out in the Letter of Engagement.

19. Entire Agreement

- 19.1. The Terms of Business and Letter of Engagement is deemed the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications, and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment shall be effective unless in writing and signed by each of the Parties.

20. Transferring of documents and files upon request

- 20.1. If Latita Africa receives a request from the Client to transfer its documents and files, Latita Africa will review the files to ascertain which documents belong to Latita Africa, and which belong to the Client and any third parties. Latita Africa may charge the Client for this and for any costs associated with delivering the files.
- 20.2. Latita Africa will have the right to claim a lien over

documents, monies and other items held for the Client until Latita Africa's fees and disbursements have been paid in full.

21. Compliance

- 21.1. Latita Africa may require the Client to provide identifying documents and information concerning the Client, individuals and/or entities associated with the Client, in order to comply with anti-money laundering laws and regulations, and to keep those documents and information up to date. Latita Africa may be unable to carry out the Client's instructions if Latita Africa is unable to verify the Client's identity or, in some instances, the identities of your directors, shareholders and eventual beneficial owners.
- 21.2. Latita Africa may be required by law or regulation to report to a governmental or regulatory authority our knowledge and/or suspicion that certain criminal offences have been committed, regardless of whether such an offence has been committed by a client of ours or by a third party. Latita Africa may not be able to discuss such reports with the Client because of restrictions imposed by those laws and regulations, and Latita Africa may have to cease acting for the Client in those circumstances. The Client agrees that Latita Africa shall not be responsible for any adverse consequences the Client may suffer as a result of its compliance with such laws and regulations.