

TERMS AND CONDITIONS AS BETWEEN REVV ADVISORY (PTY) LTD AND ITS CONSULTANTS

A It is recorded that you have applied to be appointed as a consultant on the Revv Advisory (Pty) Ltd ("REVV") panel ("Panel"), on the terms and conditions set out in this document.

B These terms are effective from the date on which REVV notifies you, in writing, of its approval of you as a consultant on the Panel ("Consultant").

1. REVV'S OBLIGATIONS

1. REVV shall:

- 1.1. contact you should it source work that is suited to your level of skill and experience, in order to offer you such work should it, within its sole discretion, deem it appropriate to do so;
- 1.2. assist you to determine the hourly or fixed rate ("Base Rate") (as the case may be) that you will charge its Clients;
- 1.3. allow you to make contact with one or more of the Consultants on the Panel should you require advice or assistance from such Consultant on a particular issue arising from your work for a REVV client ("Client"), and to obtain such advice or assistance, at no additional cost, for up to 30 minutes; whereafter, and with the Client's approval, you may invite the said Consultant to join you on the project subject to the REVV Terms of Service as between REVV and its Clients and Consultants Terms as between REVV's Clients and Consultants appointed by them from time to time ("REVV Terms");
- 1.4. in accordance with clause 2.26, invoice the Client, on your behalf, and at a mutually agreed time, in respect of your time and disbursements;
- 1.5. take reasonable steps to obtain payment of its invoice for your fees (due within 30 days of invoice as per the REVV Terms) for a period of 90 days from date of invoice;
- 1.6. pay to you all amounts collected on your behalf on the 25th day of the month in which they are received by REVV; or, if received between the 25th day and the end of the month, on the 25th day of the month following receipt;
- 1.7. assign to you a REVV email account;
- 1.8. only process personal information provided by you in terms of 6 below in a manner which is adequate, relevant and not excessive, taking into account the purpose for which it was collected, and for which it is processed;
- 1.9. correct or delete, upon receipt of a written notice from you in terms of 6.5 below, any personal information about you that is identified by you as being inaccurate, irrelevant, excessive, out of date, incomplete, misleading or obtained unlawfully and that needs to be corrected or deleted; and

- 1.10. not provide your personal information to third parties except as otherwise provided for in these terms.

2. CONSULTANT'S OBLIGATIONS

2. You shall:

- 2.1. carry out all work for Clients in accordance with the provisions of the REVV Terms;
- 2.2. comply with the REVV Website Terms of Use (including the Privacy Notice referred to therein) published on the REVV website (www.revvadvisory.com) from time to time insofar as such terms are applicable in the circumstances;
- 2.3. comply with REVV's Practice Guidelines, containing REVV best practice which has been developed over time;
- 2.4. conduct yourself with honesty and integrity, and at all times in a manner that is appropriate for an in-house advisor or Consultant of your experience.
- 2.5. refrain from any conduct that might bring the name of REVV into disrepute;
- 2.6. perform work for Clients with due care and skill;
- 2.7. ensure that you are, and remain, up to date with all relevant changes in the law in the field/s in which you work/practise;
- 2.8. comply with all legislation, regulations, and professional codes and rules that are relevant to you and the work for which you are engaged;
- 2.9. be responsible for your own business and tax affairs. In this regard, you shall endeavour at the appropriate time, or before then upon the request of REVV, to register as a VAT vendor. In this regard, it is the preference of REVV that its Consultants are registered for VAT;
- 2.10. not be entitled or eligible to participate in any benefits or privileges provided by the Client to its employees;
- 2.11. charge a rate not exceeding the rate agreed between you, REVV and the Client from time to time;
- 2.12. make yourself available to be contacted by another Consultant for advice or assistance, and to give such assistance as you are able to give in the circumstances, for a period of up to 30 minutes, at no cost, whereafter you may be given the opportunity to join such Consultant in the performance of his/her work with the relevant Client;
- 2.13. keep accurate records of time spent working for, and disbursements incurred on behalf of, Clients;
- 2.14. submit to REVV, on reasonable request, a record of your time spent working for its Clients (and any

- additional information which may be relevant to the billing process) in the prescribed form;
- 2.15. properly install and use the email account assigned to you by REVV and the prescribed REVV auto-signature for all correspondence with Clients, Consultants and other relevant parties;
 - 2.16. formally declare your affiliation with REVV in all social and business media in which your profile appears;
 - 2.17. notify REVV immediately of the termination or cancellation of any relationship between you and a Client as soon as you become aware thereof;
 - 2.18. notify REVV immediately of your inability to perform in terms of any agreement between you and a Client as soon as you become aware thereof;
 - 2.19. when dealing with a Client, not refer work or services to professionals outside of the Panel, save where there are no professionals on the Panel with the relevant skills and REVV has agreed to such referral;
 - 2.20. when receiving a referral to a prospective Client from a Client, inform REVV of such referral so that it may engage with such prospective Client to conclude the REVV Terms with such prospective Client and load the required details onto its systems;
 - 2.21. when briefing a Consultant to perform work for a private client of yours, do so through REVV. In this regard, you will be treated as a Client;
 - 2.22. not undertake, nor procure, any services for a Client other than in accordance with these terms and the REVV Terms, and inform REVV timeously of the provision, or intention to procure, further services for a Client. For the avoidance of doubt:
 - 2.22.1. the performance of such further work or services shall be governed by these terms and the REVV Terms, irrespective of whether or not you have complied with your obligation to inform REVV thereof; and
 - 2.22.2. this clause shall survive the termination or cancellation of these terms and shall apply for 24 months after such termination or cancellation;
 - 2.23. if you breach your obligation to inform REVV of the provision of work or services by you to one of its Clients as stipulated in 2.22, and as a result REVV does not receive the service fee due to it, be liable to pay to REVV the sum of R50,000.00 as damages. In the case of such a breach, REVV may elect to claim either the sum of damages actually incurred, or the sum of R50,000.00 from you;
 - 2.24. in the event of termination or cancellation of these terms by either party, immediately cease to hold yourself out as a Consultant, to act as a Consultant for any Client, and refrain from performing services for any Client of the nature of the services offered by REVV and its Consultants, for a period of 12 months following such termination or cancellation;
 - 2.25. 2.21, 2.22 and 2.23 will not apply in circumstances where the Client was introduced to REVV by you, provided that you notify REVV of your intention to do work for such Client after having left the Panel;
 - 2.26. appoint REVV as your agent to:
 - 2.26.1. invoice the Client on your behalf for fees earned and disbursements incurred by you; and
 - 2.26.2. take reasonable steps to obtain payment of its invoices for your fees (due within 30 days of invoice as per the REVV Terms) within the first 90 days following the invoice date; whereafter, unless otherwise agreed, it shall cease to act as your agent in this regard and you are free to pursue the recovery of your own fees;
 - 2.27. not, without the prior written consent of REVV and the facilitation of its appointed media representative, communicate with the media:
 - 2.27.1. in relation to your association with REVV, any Client on whose account you have worked as a Consultant or any matter arising directly or indirectly as a result of public relations endeavours undertaken by REVV; or
 - 2.27.2. under the REVV brand; and
 - 2.28. acknowledge that you are not an employee of REVV, and are not entitled to any rights and/or benefits bestowed upon employees by law.
3. For the purposes of 4 and 5 below, any reference to **“confidential information”** shall mean:
 - 3.1. all information owned exclusively by REVV relating to its business and which is disclosed to you in furtherance of any engagement with you in accordance with these terms; or
 - 3.2. all information owned exclusively by a Client of REVV relating to that Client's business and which is disclosed to you by the Client in furtherance of any engagement with you in accordance with the REVV Terms,

as the case may be, and shall include, without limitation, information relating to the contact information of Clients, instructions received from Clients or the like, its business strategy, operations and performance, its legal transactions, its technical know-how and data, methods, databases, supplier information, technology infrastructure, processes and procedures, and its finances.
 4. You acknowledge that, in the course of your relationship with REVV, you may become privy to its confidential information. In this regard you will treat all of REVV's confidential information as strictly secret and confidential, even after the termination of these terms, and, if requested by REVV at any time, return to REVV and / or delete or destroy any confidential information contemplated by this clause.
 5. You are permitted to use devices (including PC's, laptops, tablets and smartphones) of your choosing to carry out work for Clients subject to the following terms which protect against basic software vulnerabilities and unauthorised physical access:
 - 5.1. To ensure the safety and security of REVV's technology infrastructure, its confidential information

and the confidential information of its Clients, you shall, in respect of each device:

- 5.1.1. enable the most secure password, pin-protection or biometric authentication facility available on the device;
 - 5.1.2. when choosing a password, choose one that is validated as 'strong' by such device. In this regard, passphrases (minimum 8 characters) are most secure;
 - 5.1.3. enable the device to automatically lock itself with a screensaver if idle for more than five minutes, which requires password, pin or biometric authentication to reopen;
 - 5.1.4. enable disk encryption;
 - 5.1.5. activate an antivirus for disk and web access;
 - 5.1.6. enable automatic software updates for operating systems and core applications so that they update as and when updates become available; and
 - 5.1.7. take any further steps that may be reasonable and available to you to prevent unauthorised access and/or use of the device by a third party.
- 5.2. You are solely responsible for all costs associated with your device(s). REVV shall not be liable for any damage to your device(s) or loss of any personal or other data from your device(s).
 - 5.3. Should a device be lost or stolen, you shall report same to REVV and your mobile carrier within 12 hours of you becoming aware of the loss or theft of such device.
 - 5.4. Your access to REVV's technology infrastructure may be terminated and your device(s) may be remotely wiped of confidential information relating to REVV or its Clients if:
 - 5.4.1. your device(s) is / are lost or stolen;
 - 5.4.2. the contractual relationship between you and REVV has been terminated; and / or
 - 5.4.3. REVV detects a data breach, a breach of these terms, a virus or similar threat to its technology infrastructure, its confidential information or the confidential information of its Clients.
6. For the purposes of 1.8 to 1.10 above and 6.1 to 6.9 below:
"personal information" shall mean personal information as defined in the Protection of Personal Information Act (Act No. 4 of 2013); and
"processing" shall mean processing as defined in the Protection of Personal Information Act (Act No. 4 of 2013), and "process" shall have a corresponding meaning.
 - 6.1. You acknowledge that REVV requires you to provide personal information relating to you and, in respect of 6.1.1 below only, personal information relating to third parties from time to time in order to:
 - 6.1.1. assess and verify your suitability as a Consultant (including, for example, your curriculum vitae, details of your tertiary qualifications, professional background, practical experience, details relating to your referee(s) and any criminal record that you may have);
 - 6.1.2. give effect to these terms (including, for example, your full name, identification / passport number, tax number, telephone and mobile numbers, email addresses, postal and residential addresses, banking details, your preferred working conditions and details of the practice areas in which you intend to work);
 - 6.1.3. promote you as a Consultant as and when determined by REVV;
 - 6.1.4. promote the business of REVV during the currency of these terms; and
 - 6.1.5. give effect to the REVV Terms.
- 6.2. You undertake to provide REVV with any personal information contemplated by 6.1 above where such information is reasonably required by REVV to give effect to the purposes set out in 6.1.
 - 6.3. You voluntarily consent to REVV processing the personal information that is provided to it pursuant to these terms in order to give effect to the purposes set out in 6.1 and warrant that REVV shall be entitled to process such personal information without seeking any further permissions or consents from you and / or any relevant third parties.
 - 6.4. You accept that all personal information referred to in 6.1 includes but is not limited to personal information submitted by you via the website upon application to be appointed as a Consultant and any information provided to REVV by you in any other form from time to time.
 - 6.5. You undertake to notify REVV in writing of any information provided by you in terms of 6.2 that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or obtained unlawfully and that needs to be corrected or deleted ("defective information") so that such information may be corrected or deleted accordingly, and accept that REVV cannot be held responsible for the consequences of processing defective information where it is not aware of the nature and extent of the defects in such information.
 - 6.6. You accept that REVV may disclose information about you to any of its employees, consultants, clients, prospective clients, officers, agents, suppliers, service providers or subcontractors insofar as this is reasonably necessary for the purposes set out in 6.1 above.
 - 6.7. You accept that REVV may retain and/or disclose personal information about you that is in its possession or under its control:
 - 6.7.1. to the extent that it is required or permitted to do so by law;
 - 6.7.2. in connection with any legal proceedings or prospective legal proceedings;
 - 6.7.3. in order to establish, exercise or defend REVV's or your legal rights (including but not limited to providing information to others for the purposes of fraud prevention and reducing credit risk);
 - 6.7.4. to protect the rights, property or personal safety of another Consultant, any member of the public or any shareholder, director, employee, agent or representative of REVV itself; and
 - 6.7.5. in the course of its business and commercial activities.

6.8. You accept that personal information that REVV collects about you may be:

- 6.8.1. stored and processed in and transferred between any of the countries in which it operates in order to enable it to process such information in accordance with these terms; and
- 6.8.2. transferred to or between various countries internationally as a consequence of REVV using information technology hosted or operated by third parties in or from such countries to store and / or process any information in its possession or under its control, which countries may not have data protection laws that are equivalent to those in force in the Republic of South Africa.

6.9. You accept that:

- 6.9.1. personal information that you submit for publication on the REVV website (www.revvadvisory.com) or in any online or print media, whether by way of a comment or an article, will or may be published on the internet (as the case may be) and may be available, via the internet, around the world; and
- 6.9.2. REVV cannot prevent the use or misuse of such information by others.

7. If you are approached with an offer of engagement or professional instruction from a third party that you believe could give rise to a conflict of interest (whether perceived or real) between you and REVV, or between you and a Client, or because the business of the said third party is similar to or competes with REVV, you are requested to notify REVV for the purpose of allowing it to consult with you to determine whether the said engagement or instruction could give rise to any such conflict, and if so, how best to proceed.

8. GENERAL

8.1. Either REVV or you may terminate these terms on 10 working days' written notice to the other.

8.2. REVV does not run credit history checks on its Clients and does not warrant or guarantee that its Clients are able to, or will, pay for services rendered when payment is due, or at all.

8.3. For the purposes of these terms, "Client" means any individual, legal entity or business (including its officers in their personal capacities), or law firm which has at any stage been in contact with REVV in connection with the provision of services by REVV and/or its Consultants to such individual, legal entity, business or law firm; or any business acquired by it.

8.4. Notwithstanding anything to the contrary which may be contained in these terms, REVV shall not be liable for any direct or indirect (including consequential) loss, damage, costs and / or expenses of any nature whatsoever which you may suffer or incur as a consequence of or which may arise from or be attributable to any acts or omissions on its part.

8.5. You hereby indemnify REVV and hold it harmless in respect of any loss, damage, liability, costs and

/ or expenses of whatsoever nature which REVV may suffer or incur as a consequence of or arising from or attributable to any acts or omissions on your part, including without limitation any loss, damage, costs and / or expenses of any nature whatsoever suffered or incurred by REVV as a result of any claims brought against the Client, REVV or yourself by any third party. Your liability under this indemnification shall be in addition to your liability to REVV on account of any breach of contract or in delict.

8.6. These terms are standard terms and conditions which apply between REVV and each of its Consultants, and they may, in the sole discretion of REVV, and on reasonable notice to you, be amended from time to time.

8.7. The terms set out in this document (as may be amended from time to time in terms of clause 8.6 above or 8.8 below) constitute the entire agreement between the parties hereto in regard to its subject matter. Neither such party shall have any claim or right of action arising from any undertaking, representation or warranty not included in these terms.

8.8. Save for any amendments made by REVV in terms of 8.6 above, no agreement to vary, add to or cancel these terms shall be of any force or effect unless recorded in writing and agreed by or on behalf of both of REVV and the Consultant.

8.9. These terms shall be governed by the laws of the Republic of South Africa.

8.10. These terms may be electronically signed by the completion of this form and the checking of a checkbox indicating acceptance. The parties agree that the completion of the form and checking of the checkbox to accept these terms are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.