

## **TERMS AND CONDITIONS OF SERVICES**

1. This letter sets out the terms and conditions of engagement ( "Engagement " ), as well as the scope of the services to be performed. If you have any questions or require further information, please do not hesitate to contact us.

### **2. Engagement**

The scope of work will be to advise clients on services and ancillary matters relating to tax, real estate, business advisory and investments in respect of and as agreed upon. In the event that additional 'out of scope' advice or services are required, this may include the provision of such additional advice or services as may be agreed upon between the Client and the Company from time to time.

### **3. Instructions/Scope of Work**

The Company will provide services to the Client as agreed upon. The scope of such services will be determined by the nature of the business and the specific requirements of the Client's engagement. Further instructions may be provided to us in writing or orally. We may ask you to confirm oral instructions in writing. Any changes to your instructions should please be communicated to us immediately as they arise, as such information may materially affect the services to be provided by us.

### **4. Fees**

Our fees for the services rendered will be based on the time and resources required to complete the Engagement, and or Mandate, depending on the nature and scope of work. We will provide you with an estimate of the fees prior to commencing work. In the event that "out of scope" work is to be performed, you shall be notified of such occurrence in order for

additional fee arrangement to be made between Company and Client. Furthermore, Client agrees to pay invoices upon agreed terms.

#### 5. **Travel Costs**

Any travel related expenses including accommodation for partners or clients will be covered by partners or clients at full cost. Travel undertaken to secure business will be for the cost of the Company.

#### 6. **Confidentiality and Money Laundering Legislation**

Information disclosed to us and communications made during the course of this engagement will be kept strictly confidential and will not be disclosed to third parties, save as authorised by you or required by law. The principle of confidentiality, in respect of information obtained, will continue to exist even after the termination of the services by either party.

It should be noted that under current legislation relating to money laundering, the Company is required to report any unusual or suspicious transactions that do not form part of the subject matter of your instructions to us, and that which we become aware of during the course of your instructions to us. This is a direct legal obligation that we are required to perform and as such, will not be in breach of the confidentiality provision.

#### 7. **Financial Intelligence Centre Act (FICA)**

In terms of the Financial Intelligence Centre Act ("**FICA**"), we are required to have certain information and documentation on file in order for us to ensure compliance. Accordingly, please provide the information detailed below:

- 7.1) Certified copy of Identification Document
- 7.2) Proof of residential address, not older than three months;

- 7.3) Proof of Income Tax number and VAT number (if applicable); and
- 7.4) Certified copy of the Memorandum of Incorporation (in the case of a Company);
- 7.5) Certified copy of either a resolution or authority to act;
- 7.6) Certified copies of the identity documents of all the directors who have more than 25% shareholding.

Kindly ensure that these documents are sent to us as soon as possible, as our service may have to be suspended should we not timeously receive this information.

#### 8. **Disclosure in Terms of the Protection of Personal Information Act, No: 4 of 2013**

Company acknowledges and agrees that, in undertaking its obligations arising in terms of this Engagement, it collects, receives, records, organizes, disseminates and otherwise processes ("Processing") personal information of the Client. In this regard, the Company undertakes and warrants that it will, in Processing personal information of the Client, comply in all respects with the provisions of POPIA, and Processing the personal information only in relation to the purpose for which it is being collected. Company respects and protects the personal information that we collect from Client as is required in terms of the Protection of Personal Information Act 4 of 2013.

#### 9. **Document Retention**

Company will retain all documentation on behalf of the Client in relation to the engagement and provide the Client with the documentation upon request. Company will retain all required documentation in terms of the prescribed legislative period, which is currently 5 years from the termination of the Engagement.

#### 10. **Terms and Conditions**

This letter and the general terms and conditions set out form the basis on which the Company will act for the Client. Agreement will come into effect upon signing of the Engagement Letter and/or Mandate. Once agreed, the terms and conditions of this Engagement and/or Mandate will remain binding and in force until the Engagement and/or Mandate is completed or it is terminated.

#### 11. Termination of Engagement

Client has the right to at any time terminate this Engagement in writing. We will at that point take all steps that are ethically and reasonably practicable to protect your interests until your withdrawal is complete and to ensure a smooth transition. If such withdrawal occurs, we will be entitled to be paid or reimbursed for our professional fees and expenses incurred up to the date of termination.

Company will terminate the Engagement in event of a conflict of interest or becoming aware of such conflict of interest, or where the Company is required to recuse themselves by law or in terms of the rules of professional ethics.

#### 12. Client Particulars

In the event that your particulars change, such as your address or contact details, please inform us of such change as soon as possible to prevent any confusion or delays. We thank you for your engagement in relation to this matter and we look forward to working with you.

***Lance Lawson***

Director (CEO)

Date: 6 April 2025