

TERMS & CONDITIONS FOR UNCLAIMED ASSET REUNIFICATION SERVICES (ANNEXURE "A")

Special terms in regard to the cost schedule:

- a. **The above costs charged at the market value of the entitlement recovered (no other fee, cost or liability will be charged to the Client). The only condition is that Value Added Tax (VAT) is not included and will be charged and set out in the invoice or statement furnished to the client, by EAR.**
- b. All payments are due and payable by the Client within 30 (thirty) days from date of invoice (if/where applicable);
- c. In respect of Shares, EAR prefers to deduct/transfer a percentage of the holding *in lieu* of it's agreed fee, upon successful reunification of the shares in favour of the Client and then register the balance of the Shares in favour of the Client
- d. In respect of Cash considerations, EAR will invoice the Client for the full fee upon Successful Reunification of the Cash in favor of the Client
"Successful Reunification" is defined as the point when the Assets are fully recovered and in the process of-
 - in respect of CASH, when the Cash has been paid to the Client, and
 - in respect of SHARES, when the Shares are transferred and registered in the name of the Client
- e. In the event of any party lodging a successful claim against the Client, the fees that are paid in respect of the schedule will be discussed with EAR for a refund by mutual agreement. If no agreement is reached, either EAR or the Client may refer the matter for mediation and then arbitration, as set out in clauses 10 and 11 below
- f. If the cost schedule is amended by agreement, then a separate cost schedule will be attached to this document and will form an annexure to this Agreement
- g. EAR is an authorized financial services provider with Registration Number 46208. For validation please visit the FSB website at http://www.fsb.co.za/Fais/Search_FSP.htm.

WHEREAS: -

1. In a communication via letter, email, telephonic, or personal conversation, by EAR, with the Client EAR has stated that EAR has discovered some/various unclaimed or dormant asset(s), (hereinafter referred to as "the Asset") which could be either: -
 - o Bank and Building Society Balance(s)
 - o Insurance Policy (ies)
 - o Negotiable Security (ies)
 - o Dividend(s); and/or any other unclaimed entitlement(s),Indicating that such Asset(s) mentioned above belong to the Client and EAR now wishes to reunify the unclaimed Asset(s) in favour of the Client (hereinafter referred to as "claim account")
2. By signing and returning this Agreement to EAR, the Client hereby agrees to accept the Services of EAR and to instruct EAR to recover the Asset(s) on behalf of the Client, upon the following terms and conditions:-
 - 2.1 EAR will use their best endeavours to track, trace and locate the Asset(s) on behalf of the Client.
 - 2.2 EAR will secure the transfer of the legal ownership of the Asset(s) to the client, if same is not in the Client's name already.
 - 2.3 EAR will also provide the Client with proof on face-value that such Asset(s) do, in fact, belong to the Client.
 - 2.4 EAR will have a period of 12 months, or such extended period, as is agreed upon between the parties ("Asset Recovery Period") to trace, locate and recover the relevant Asset on behalf of the Client and to transfer it onto the name and title of the Client (if applicable).
 - 2.5 The Client undertakes to ensure that all documentation or information is provided to EAR upon EAR's request, in order to ensure that EAR can comply with their Services within the Asset Recovery Period.

- 2.6 If the Client decides to terminate the appointment of EAR, prior to the Asset Recovery Period, the Client will be liable for and shall reimburse EAR for all out-of-pocket fees and expenses incurred by EAR in respect of EAR's Services during the Asset Recovery Period. Should the client terminate the services EAR whilst the asset recovery and reunification process has already been initiated, the
 - 2.7 Where EAR initiates an asset reunification process in respect of an asset where the share certificate(s) has been lost, stolen, mislaid or destroyed and as a result, EAR incurred costs for the replacement and reissuance of the said lost certificate, the costs for the replacement and counter-indemnity insurance to facilitate replacement and reissuance of the said certificate, shall be borne by EAR, however, it is a material term of this agreement, that the Client cannot terminate EAR's appointment in respect of the recovery of that particular asset, until such time as the lost certificate replacement is provided to the Client, regardless of whether the Asset Recovery Period has expired. Should EAR not be able to supply the Client with the replacement for the said lost certificate, by the termination date of this agreement, this request will terminate automatically. The Client will be liable to EAR for the reimbursement and settlement any costs which EAR, directly or indirectly, incurs in respect of the replacement of the said certificate, as well as any reasonable "out-of-pocket" expenses, as at date of the termination date, which was incurred from date of initiation of the reunification process up until the termination date.
 - 2.8 Should the documents furnished to EAR in respect of the Financial Intelligence Centre Act (38 of 2001) (hereinafter referred to as "FICA"), be received or become outdated, for any reason, the client will be required to furnish EAR with the necessary documentation, upon request.
 - 2.9 Should the claim account not be processed within a three month period from date of signature hereof, as a result of EAR waiting upon FICA documentation to be furnished to them, by the client, the requisite claim documents will need to be resigned and resubmitted by the client.
3. The Client undertakes to promptly provide to EAR, all necessary documentation, information and evidence of Title to the Asset(s) which are subject to this agreement, which the Client may have in their possession, when requested to do. EAR undertakes to give the Client all such reasonable confidentiality undertakings as may be reasonably expected and required by the Client, in relation to any such disclosure. Should the Client have mislaid any of the documents requested by EAR, the Client agrees and undertakes to sign and complete all requisite documentation as and when EAR sends these to the Client, which documents will serve as the replacement documents for such missing documentation and enable a successful claim to be made by EAR on behalf of the Client.
 4. The Client will be required to return one original signed and witnessed copy of this Agreement to EAR by post, courier or registered mail, together with such other documentation which is required by EAR. The other is to be retained by the Client(s) for their own records.
 5. In the unlikely event EAR is not successful in recovering the Asset(s), it is specifically agreed that **NO CHARGE** will be made to the Client for any costs or liability incurred in respect hereof. EAR charges are only recovered upon Successful Reunification of the asset/ entitlement to the Client, as provided for in clauses "c" and "d" of this agreement.
 6. The Client hereby acknowledges that they have received no financial advice from EAR or any of its staff and that the selling, or re-certification of their shareholding(s) is as requested by them and supported by completed documentation/mandates.
 7. EAR's final percentages in respect of fees are based upon the total market value of the Asset(s) calculated on the date, which the Asset(s) is/are legally vested in the Client's name. The indemnity percentage charge is based on the market value of the Asset(s) at the time of application of the counter indemnity.
 8. If the Client is in the process of directly claiming any Asset(s) or is aware of any Asset(s), which is due to them, it is imperative, and for the Client's benefit, that the Client attaches a list of those Assets to this Agreement, whereupon they will be excluded from this Agreement. Any non-disclosed asset(s) currently part of a reunification programme with the Client or any other service provider other, than EAR, is permitted to be included in EAR's list of identified unclaimed assets to the client. Upon disclosure of EAR's list of identified unclaimed assets due to the client, the

client is not permitted to commence an internal reunification process or appoint another service provider.

9. EAR will have the first right of refusal of further reunification type services that the Client may have. The disclosed unclaimed assets found by EAR, after having received the Client's list of currently "known" unclaimed assets, which are attached to this agreement (if no list is provided then EAR can accept that there are no "known" unclaimed assets that are currently part of a reunification programme by the Client), are therefore confirmed by the Client. The Client accepts not to permit the allocation of a reunification service internally and/or to any other services providers.
10. Upon disclosure of the identified unclaimed assets due to the Client, the agreement cannot be terminated within the first 6 (SIX) months of such disclosure.
11. This Agreement embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement, which is not expressly set forth in this Agreement or reduced to writing.
12. This Agreement is governed by and construed in accordance with South African Law and both the Client and EAR agree to abide to the exclusive jurisdiction of the South African Courts.
13. Should the Client wish to sell an Asset recovered by EAR, an additional document or agreement from a stockbroker will be required to be completed by the Client and this process is separate from the Service provided in this Agreement by EAR.
14. EAR works in a secure environment and in compliance with the Consumer Protection Act 68 of 2008, as well as the Financial Intelligence Centre Act 38 of 2001 and the Protection of Personal Information Act 4 of 2013.
15. EAR will use all legal and lawful means to track, trace and locate the Asset(s) and to obtain valid proof on face-value that the Asset(s) do belong to the Client. EAR gives no undertakings or warranties in respect of any Asset(s) which may be due to the client, and EAR will confirm, in writing, once a due diligence tracing investigation has been completed, whether the Asset(s) which are subject to this agreement, are claimable.
16. All payments due to EAR, by the Client, in terms of this Agreement, shall be effected by means of deducting the respective EAR fees from the reunified Asset and agreed to by the Client in writing, in each individual reunification process, unless a group deduction is negotiated between EAR and the Client, in which case such negotiated fee will be confirmed in writing by the Client for EAR to deduct. Without such written confirmation from the Client, EAR may reserve the right not to transfer the Asset to the Client until EAR and the Client reaches an agreement in regard to the fees/costs which may be deducted. If no resolution is reached, the matter may be referred to Mediation to be conducted by a professional mediating company or a specific and neutral mediator agreed to by both parties
17. Should any dispute of whatever nature arise in regard to the interpretation or effect of, the validity, enforceability or rectification (whether in whole or in part) of, the respective rights or obligations of the Parties under a breach or the termination or cancellation of this Agreement, either Party shall be entitled, by delivering written notice to the other Party, to require that the dispute be referred for final resolution in accordance with the rules of the Arbitration Foundation of South Africa ("**AFSA**") by an arbitrator or arbitrators appointed by AFSA. The arbitration shall be held at Johannesburg. Despite anything to the contrary contained herein, either Party shall be entitled to apply for, and if successful, be granted, a judgment or interdict from any competent court having jurisdiction –
 - for the purpose of having any award made by the arbitrator(s) made an order of court, the parties hereby submit themselves to the non-exclusive jurisdiction of the Magistrate or High Court of South Africa.
 - All the provisions contained in this Agreement shall remain in effect, even in the event of the Agreement being terminated for any reason.

18. The Parties choose, as their *domicilium citandi et executandi* ("**Domicilium**") for all purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from the Agreement, the current physical address as set out on the top of the first page of this Agreement together with the most email address listed on the Credit Profile Bureau. Either Party shall be entitled from time to time, by written notice to the other Party, to vary its physical *Domicilium* to any other physical address (not being a post office box or *poste restante*). Any notice given or any payment made by either Party to the other Party which is delivered by hand during normal business hours of the addressee on any Business Day at the addressee's physical *Domicilium* for the time being shall be rebuttably presumed to have been received by the addressee on the date of delivery. This clause shall not operate so as to invalidate the giving or receipt of any written notice which is actually received by the addressee, other than by a method referred to in this clause 11.
19. No addition to, variation or consensual cancellation of the Agreement shall be of any force or effect unless reduced to writing and signed by both Parties. No indulgence or extension of time which either Party (**the Client and/or EAR**) may grant to the other Party shall constitute a waiver of, whether by estoppel or otherwise, or limit any of the existing or future rights of the Part in terms hereof, save in the event and to the extent that the one of the members of the Party has signed a written document expressly waiving or limiting such right. Without prejudice to any other provision of the Agreement, any successor-in-title, including any executor, heir, liquidator, business rescue practitioner, curator or trustee, of either Party shall be bound by the Agreement.
20. EAR, is hereby appointed to any unclaimed assets possibly due to me or the deceased estate, as herein mentioned. By the client's signature affixed below, EAR is hereby appointed per the signed Special Power of Attorney to act on my instruction given below.