

**PRICEWATERHOUSECOOPERS ADVISORY SERVICES (PTY) LIMITED
FORENSIC SERVICES
TERMS OF BUSINESS**

Introduction

PricewaterhouseCoopers Advisory Services (Proprietary) Limited ("we" or "PricewaterhouseCoopers" or "PwC") is pleased to set out the Terms of Business, which will apply to the work we do for you ("the Client" or "You"). Once signed by both parties these Terms of Business and the attached Terms of Engagement and/or Engagement Letter and/or Project Charter ("terms of engagement") form the Contract between the parties. PricewaterhouseCoopers Advisory Services (Proprietary) Limited acts as an agent of PricewaterhouseCoopers Incorporated in providing the services to you.

PricewaterhouseCoopers Advisory Services (Proprietary) Limited is a South African incorporated company whose principal place of business is at 2 Eglin Road, Sunninghill, South Africa, 2157.

Definitions

1. The following definitions will apply to these terms and conditions of business and the covering letter to which these terms and conditions of business are an Appendix:
 - (i) "Engagement" means the expert advice and services to be provided under the Contract on your behalf by us, including the work necessary to provide such advice and services;
 - (ii) "Contract" means the terms and conditions of business ("Conditions") together with any additional matters set out in the letter to which these Conditions are an Appendix. In the event of any conflict between the provisions of the terms and conditions of business and the letter to which they are attached as an Appendix, the provisions of the letter shall prevail;
 - (iii) "Expenses" means the cost of preparing reports (including printing), copying, appropriate out-of-pocket expenses including travel, meals and hotel accommodation where an overnight stay is necessary and other costs incurred in connection with the Engagement;
 - (iv) "Intellectual Property Rights" includes patents, trademarks, service marks, design rights, (whether registerable or otherwise), applications for any of the foregoing, copyrights, know-how, trade secrets, and all other similar proprietary rights, whether registerable or not in any country; and
 - (v) "We" and "our" refer to PricewaterhouseCoopers Advisory Services (Pty) Ltd and "you" and "your" refer to the person(s) or Government department(s), firm or company on whose behalf the attached letter of Engagement was acknowledged and accepted.

Introduction

2. We will act with objectivity and independence in conducting the Engagement and, in the event of a conflict between our duties to you and our duties to the Court, will hold our duties to the Court paramount. The content of our final report is a matter for us alone.
3. Any advice given or report issued by us is provided solely for your and your legal advisers' use and benefit and only in connection with the purpose of the engagement. Unless required by law and save that copies of any report may be provided to any other party to the litigation and to the court or forum involved in the conduct of the litigation, you or your legal advisers shall not provide any advice given or report issued by us to any other third party or refer to us or the engagement without our prior written consent which we may at our discretion grant, withhold or grant subject to conditions. We will not assume any responsibility to any third party to which any advice or report is disclosed or otherwise made available.
4. The Contract forms the entire agreement for the completion of the Engagement and supersedes all previous letters of engagement, undertakings, agreements and correspondence between us regarding the Engagement to be provided by us.
5. Unless otherwise agreed in writing, the Contract shall govern our engagement by you for the performance of the Engagement to the exclusion of any other express or implied term, whether oral or written, including without limitation any conditions, warranties and representations.



Legal, regulatory and professional requirements

6. You confirm and undertake that you have all the necessary powers and have obtained all necessary authorisations, consents and approvals to enter validly and lawfully into the Contract.
7. You undertake to obtain appropriate advice in respect of all laws and regulations which may apply to you in connection with the Engagement and to communicate such advice to us if it is or may be relevant to our performance of the Engagement.
8. Nothing in the Contract precludes us, or any of our partners, directors, employees or agents from taking any steps as they consider necessary or desirable to comply with any law or statute or with the professional or ethical rules or guidelines of any relevant professional body of which a partner, director, employee or agent may be or become a member.

Applicable law

9. This contract shall be governed by and interpreted in accordance with the laws of South Africa and the South African courts shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Contract and any matter arising from it. Each party irrevocably waives any right he may have to object to any action being brought in those Courts, to claim that the action has been brought to an inconvenient forum or to claim that those Courts do not have jurisdiction.

Fees

10. Our fees will be charged on the basis set out in the terms of engagement. PricewaterhouseCoopers Advisory Services (Pty) Ltd has ceded to its parent company PricewaterhouseCoopers Incorporated its right to all fees from this engagement and all billings will be made by PricewaterhouseCoopers Incorporated. Invoices will be issued by PricewaterhouseCoopers Incorporated in accordance with the payment plan set out in the terms of engagement.
11. Either party may request changes to the Engagement. We shall work with you to consider and, if appropriate, to vary any aspect of the Engagement, subject to payment of reasonable additional fees and a reasonable additional period to provide any additional services. Any variation to the Contract, including any variation to fees, services or time for performance of the Engagement, shall be set forth in a separate letter of engagement which shall form part of the Contract and to which these terms and conditions shall apply.
12. Fees are based on the time spent conducting the Engagement. For the avoidance of doubt, time spent on the conduct of quality control, including a second partner review of reports and opinions, will be charged for. Hourly fee rates are based upon the nature of the Engagement, the grade of staff to be used and the length of their experience. Unless specified to the contrary, fee rates do not include expenses. Expenses incurred in relation to the Engagement are therefore charged in addition to fees. VAT, where applicable, is charged on both fees and expenses at the appropriate prevailing rate.
13. Fee rates are varied from time to time. If the rates change during the term of the Engagement we reserve the right to charge amended rates.
14. Time for payment of fees and expenses shall be of the essence. If we do not receive payment of any invoice within 30 days of the invoice date we shall be entitled, without prejudice to any other rights that we may have, to charge you interest accruing on the sum due to us at the rate of 2% above the base lending rate and, in addition, to suspend provision of the Engagement in accordance with paragraph 34(c) below until all sums due are paid in full. Further, if you disagree with or question any amount due under an invoice submitted by us, you shall communicate such disagreement to us, in writing, within 30 days of the invoice date. Any dispute relating to the invoice not communicated to us within that period shall be deemed to have been waived by you.
15. In the event of a dispute over the amount of our fees such amount as is not disputed shall be paid forthwith irrespective of any set off or counter claim which may be alleged.



16. You shall be solely responsible for the work and fees of any other party engaged by you to participate in the Engagement regardless of whether such party was introduced to you by us. We shall not be responsible or liable for any advice given or work undertaken by such other parties.

Information and assistance

17. Our performance of the Engagement is dependent upon you providing us with such information and assistance as we may reasonably require from time to time.
18. You shall use reasonable skill, care and attention to ensure that all information we may reasonably require is provided on a timely basis and is accurate and complete. You shall also notify us in writing if you subsequently learn that the information provided is incorrect or inaccurate or otherwise should not be relied upon.

Reports, advice and confidentiality

19. You acknowledge that no reliance shall be placed on draft reports or advice, whether oral or written, issued by us as the same may be subject to further work, revision and other factors which may mean that such drafts are substantially different from any final report or advice issued.
20. Any reports issued or conclusions reached by us will be based upon information provided by and on your behalf. While the Engagement may involve an analysis of financial information and accounting records, the Engagement does not include an audit in accordance with generally accepted auditing standards of your existing business records. Accordingly, we assume no responsibility and make no representations with respect to the accuracy or completeness of any information provided by and on your behalf.
21. Neither party will disclose to any third party without prior written consent of the other any confidential information, including any advice given and reports issued, unless such information is already in the public domain or is disclosed by the other party on a non-confidential basis or is disclosed by a third party that does not owe any obligations of confidentiality in any event. Neither party will disclose information concerning the terms and conditions of the Contract and amounts payable in respect of the Engagement or concerning the business affairs, partners, directors, principals or employees of the other which comes into its possession during the course of the Engagement and neither party shall use any confidential information for any purpose other than that for which it was provided. Both of us acknowledge and authorise the other to disclose information as required by any governmental or regulatory agencies and authorities, professional organisations or by law or regulation, in which event each party shall give the other reasonable written notice of such disclosure and delivery. In no event, regardless of whether consent has been provided, shall we assume any responsibility to any third party to which a report is disclosed or otherwise made available.
22. Nothing in the Contract shall prevent us from disclosing any information to our professional advisers or insurers, or to a third party in the proper performance of our rights and obligations under the Contract. However, we shall use all reasonable endeavours to ensure that the person to whom such information is disclosed is informed of its confidential nature.
23. Notwithstanding the above we may disclose any information referred to in clauses 21 and 22 to any other PricewaterhouseCoopers entity for use of techniques, ideas and other know-how gained during the performance of the Engagement in the furtherance of other client work to the extent that such use does not result in a disclosure of confidential information in breach of Condition 21 or an infringement of any of your intellectual property rights.
24. Financial Intelligence Centre Act - In terms of Section 29 of the Financial Intelligence Centre Act we are required by law to report to the Financial Intelligence Centre certain suspicious or unusual transactions of which we become aware, such as those which may involve money laundering, which have no apparent business or lawful purpose, or which may be relevant to an investigation of evasion or attempted evasion of tax.



Indemnity against third party liability

25. Except for any wilful misconduct or act of gross negligence by us, you agree to indemnify us to the fullest extent permitted by law against all liabilities, losses, claims, demands and reasonable expenses including, but not limited to, attorneys' fees and expenses brought against us by any party or person whatsoever, other than you, in connection with or arising out of the Engagement.

Warranties

26. You accept and acknowledge that we have not made any warranties or guarantees of any nature in respect of the Engagement or satisfactory conclusion of the Engagement or with respect to the economic, financial or other results which you may experience as a result of the performance of the Engagement.

Personnel

27. Neither party shall directly solicit the services of any employee, agent or representative of the other without the prior written consent of the other during the term of the Contract or for the period of six months after the termination of the Contract. If during the term of the Contract or for the period of six months after the termination of the Contract any employee of either party accepts an offer of employment made by the other party as a result of an introduction in the course of the Engagement, that party shall pay to the other a sum equivalent to six months gross salary of the employee concerned including any monetary bonuses payable to that employee during the term of the Contract or for the period of six months after termination of the Contract.

Conflicts of Interest, Data Protection and Anti-Bribery

27.1 Conflicts of Interest

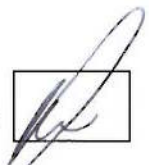
We provide a wide range of services for a large number of clients and may be in a position where we are providing services to companies and organisations which you might regard as giving rise to a conflict of interest. Whilst we have established procedures to identify such situations we cannot be certain that we will identify all of those which may exist or may develop, in part because it is difficult for us to anticipate what situations you might perceive to be a conflict. You agree to notify us of any conflicts affecting this Engagement of which either of us are, or become, aware. Where such circumstances are identified and we believe that your interests can be properly safeguarded by the implementation of appropriate procedures, we will discuss and agree with you the arrangements that we will put in place to preserve confidentiality and to ensure that the advice and opinions which we provide are wholly independent. Just as we will not use information confidential to you for the advantage of a third party, we will not use confidential information obtained from any other party for your advantage.

27.2 Data Protection

You agree that we may collect, process, use and store data/information supplied by you during the course of our engagement for (i) providing the services, (ii) maintaining our administrative or client relationship management systems, including the use of third party IT outsource providers, (iii) quality and risk management reviews and (iv) providing you with information about us and our range of services. You agree that we may transfer the data/information cross-border and otherwise within our network of firms for the purpose of our legitimate business processes. You agree to (1) obtain written consent from a data subject for such collection, processing, storing, use and transfer of the data subject's data/information whenever this is required or indemnify us against any potential claim for any legal action against us as a result of your failure to obtain the prescribed consent and (2) act fully in compliance with data protection and other laws. The term "data/information" includes confidential and/or personal data or information.

27.3 Anti-Bribery

The parties to this engagement agree that they will and they will procure that their respective officers, directors, employees or agents, only use legitimate and ethical practices in the conduct of their respective businesses. In addition, the parties will not and they will procure that their officers, directors, employees and agents will not pay, offer, promise or authorise the payment or receipt, directly or indirectly, of any monies or gratification to or from any private or public body, trust or person (natural and juristic), for the purpose of unduly influencing any act or decision or to secure an improper advantage as contemplated in



applicable anti-bribery and anti-corruption legislation. The parties undertake to comply and observe the provisions of applicable anti-corruption and anti-bribery legislation at all relevant times.

Limitation of liability

- 28.1 Our liability to pay damages for all losses, including consequential damages, economic loss or failure to realise anticipated profits, savings or other benefits, incurred by you as a direct result of breach of contract or negligence or any other delict by us in connection with or arising out of the Engagement or any addition or variation thereto, shall be limited to that proportion only of your actual loss which was directly and solely caused by us and in any event or liability shall in no circumstances exceed in aggregate the amount set forth in the Letter of Engagement. This maximum liability shall be an aggregate liability for all claims from whatever source and howsoever arising whether in contract, delict or otherwise, regardless of the number thereof and the duration of the Engagement.
- 28.2 We will not be liable to you or any cessionary or third party claiming through or on behalf of you for any punitive damages whatsoever or for any consequential or other loss or damages beyond the maximum liability specified.
- 28.3 Notwithstanding paragraph 28.1 above, in no circumstances shall we be liable to pay any damages to you for losses arising out of or in any way connected with the provision of information to us by you, or with your failure to provide information to us either punctually or at all, or with any fraudulent act, misrepresentation or wilful default on your part.
29. Subject to the limit of liability specified in paragraph 28 above, our liability to you shall be limited only to that proportion of your actual damages which was directly and proximately caused by us.
30. You accept and acknowledge that any legal proceedings arising from or in connection with the Engagement (or any variation or addition thereto) must be commenced within two years from the date when you become aware of or ought reasonably to have become aware of the facts which give rise to our alleged liability and in any event not later than three years after any alleged breach of contract, delictual act or other act or omission giving rise to a course of action. This expressly overrides any statutory provision which would otherwise apply.
31. You acknowledge that we have an interest in the limitation of liability of our individual partners, directors and employees and accordingly you accept and acknowledge that, notwithstanding our liability for the acts and omissions of our partners, directors and employees, no legal proceedings arising from or in connection with the Engagement (or any variation or addition thereto) will be commenced against any of our partners, directors and employees personally.
- 32.1 References to our employees include references to the employees of any company owned by us and references to partners include references to the partners in our associated partnerships.
- 32.2 In the paragraphs under the heading Limitation of Liability, references to "we" and "our" include any agents (including other PricewaterhouseCoopers entities) through which PricewaterhouseCoopers Advisory Services (Pty) Ltd renders the service forming the subject matter of any claim.

Termination

33. At any time during the term of the Contract, either party may terminate the Contract for whatever reason upon the expiry of 7 days notice to be given in writing to the other commencing upon the date when the notice of termination is sent.
34. At any time during the term of the Contract, either party may give immediate notice to the other suspending the performance of its duties and obligations under the Contract in the event that:
- (a) Circumstances exist or arise which, in the reasonable opinion of that party, materially and adversely affect the performance of, or the ability to perform, that party's duties and obligations under the Contract;
 - (b) Either party becomes aware that the other party has failed (whether before or after the date of the Contract) to disclose to it information which in the reasonable opinion of that party is material to the performance of its duties and obligations under the Contract;



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- (c) We do not receive payment from you of any invoice within 30 days of the invoice date in accordance with paragraph 14 above.
35. If we suspend the performance of the Contract pursuant to paragraph 34 above, we shall be entitled reasonably to vary our fees for the resumed performance of the Contract.
36. Either party may terminate the contract forthwith by notice in writing if the period of suspension of the contract, referred to in paragraph 34 above, exceeds 30 days.
37. Upon termination of the Contract:
- (a) Each party shall upon written request from the other return to the other all property and documentation of the other that is in its possession except that we shall be entitled to retain one copy of such documents that we require to maintain a professional record of our involvement in the Engagement; and
- (b) You shall pay forthwith upon request all fees and expenses due in respect of the Engagement provided up to the date of termination together with our reasonable costs and expenses incurred in connection with the termination.
38. For the avoidance of doubt, the date of termination shall be the date upon which any period of notice expires.
39. The termination of the Contract shall be without prejudice to any accrued rights or obligations of both parties.
40. The terms of the contract which expressly or by implication are intended to survive its termination or expiry will survive and continue to bind both parties.

Miscellaneous

41. If any provision of this Contract is held to be invalid, illegal or unenforceable, in whole or in part, such provision shall be deemed not to form part of the Contract. In any event the enforceability of the remainder of the Contract will not be affected, provided always that if any such deletion substantially affects or alters the commercial basis of the Contract, the parties shall negotiate in good faith to amend and modify them as may be necessary or desirable in the circumstances.
42. Any written notice to be given hereunder may be delivered in person, by letter or by facsimile transmission to our address clearly marked for the attention of the engagement director, appearing within the letter of Engagement in the case of notices to us, and to the address last notified us in the case of notices to you. All such notices shall be deemed to have been received at the times when in the ordinary course they would have been received.
43. Neither of us will be liable to the other for any delay or total or partial failure to fulfil obligations caused by circumstances outside our reasonable control. If such reasons continue to prevent performance of either party's duties and obligations for a period of more than 60 days we will consult each other for the purpose of agreeing what action should be taken.

