

**GENERAL TERMS AND CONDITIONS OF CONDUCTING BUSINESS.**

**1. THIS DOCUMENT RECORDS THE AGREEMENT BETWEEN OLBADERA AND YOURSELVES**

This agreement will apply to you if you are an individual OR an organization and you have dealings with OLBADERA or anybody or organization connected with OLBADERA.

This agreement sets out the general terms & conditions that apply to your and our relationship.

We can change this agreement or any of the rules at any time. We will tell you about any significant (important) changes to this agreement or the rules before we make the change. Unless you end the agreement before the date the change comes into effect (applies), we can assume that you agreed to the change.

The words “you” “your” or “yourselves” means the customer or it’s nominee.

The words “us”, “our”, “we” “ourselves“ or “the company” means OLBADERA or its nominee

**2. PAYMENT OF OUR FEES AND TIMING OF PAYMENT**

In return for providing you with services you shall pay our fees as agreed in advance and signed by you and us

Unless we agree otherwise all fees are non-refundable.

We may change our fees from time to time. We will advise you of this by giving you notice of the changes within a reasonable time before the change takes effect.

Fees are paid in advance unless otherwise agreed between us and yourselves. Such agreement shall be documented in advance and in writing.

**3. WHEN AND HOW WE WILL SEND YOU STATEMENTS IF ALL FEES ARE NOT PAID IN ADVANCE**

To help you check the transactions on your account we will make account statements available to you on request.

We may either make your statements available by email or by post.

Your statement will show all the transactions on your account for the period written on the statement.

**4. CHECK YOUR STATEMENT CAREFULLY AND REPORT ANY MISTAKES**

You are required to check each entry on your statement carefully as soon as you get your statement.

You are required to report any mistakes to us within 2 (two) weeks from the date of the statement. If you don’t do this we can assume the entries and transactions shown on the statement were correct.

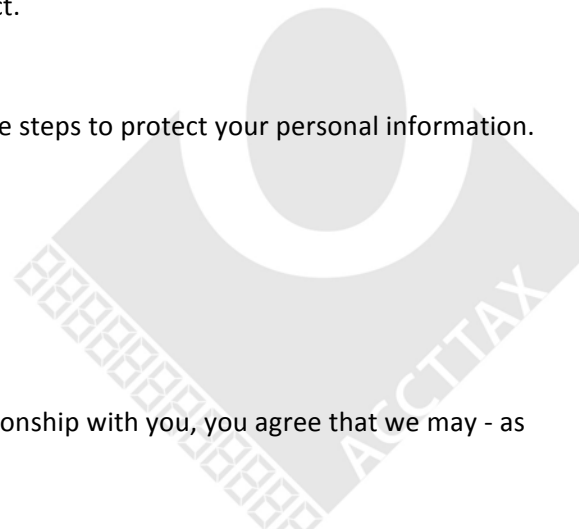
**5. HOW WE TREAT YOUR PERSONAL INFORMATION**

We will treat your personal information as confidential and take all reasonable steps to protect your personal information.

We will only disclose your personal information if:

- the law requires us to do so;
- it is in the public interest to do so;
- our interests require disclosure; or
- you have given us your consent.

To consider you as a customer for any OLBADERA services or maintain a relationship with you, you agree that we may - as part of our checking do the following:



- Get certain of your personal information from any other party (e.g. a credit bureau or a government agency).
- Disclose some of your personal information to these parties to get the information we need. If we do this we will never disclose more information than we need to.

## **6. ADDRESS FOR SENDING CORRESPONDENCE AND LEGAL NOTICES**

We may communicate with you using any means (electronically, fax, paper, telephone etc.).

We will send any communications (including statements) to the last postal; street; email address, telephone; cellphone or fax number we have on record for you or that is known. We may also communicate with you using by means of a publication/advertisement in the media.

We will serve legal notices and summonses at the last street address we have on record for you. You choose this address as your domicilium address for serving legal notices and summonses.

You shall send us any legal notices or summonses to the following address, which we choose as our domicilium:

OLBADERA, 5 San Henrique, 44 Rosewood Street, Broadacres, 2191.

You shall immediately tell us if any of your addresses, phone or fax numbers etc. change.

If you change your street address, you must give us proof of your new address

Any correspondence we send to you by:

- post, will be considered to have been received by you within 14 days from the date on which we posted it;
- by fax, email or SMS, will be considered to have been received by you on the day it was sent.

Any notices or correspondence we make available on our website, or in the media will be considered to have been received by you on the date it was published.

## **7. JURISDICTION AND COSTS**

We can bring any action against you under this or any other agreement we have with you in the Magistrate's Court, even if the amount claimed exceeds the jurisdiction of that Court.

You agree to pay all the expenses we spent in recovering any money you owe us, including, our legal costs on the attorney and client scale; collection charges; tracing fees, plus VAT. Attorney and own client scale means the rates actually charged by our attorneys. These rates may be higher than the rates the courts allow.

## **8. ACCURACY OF INFORMATION AND RECORDS PROVIDED TO OLBADERA**

You agree to provide us with complete and accurate information for preparing and submitting your returns and records to

Yourselves

Any regulatory authority

South African Revenue Service (SARS)

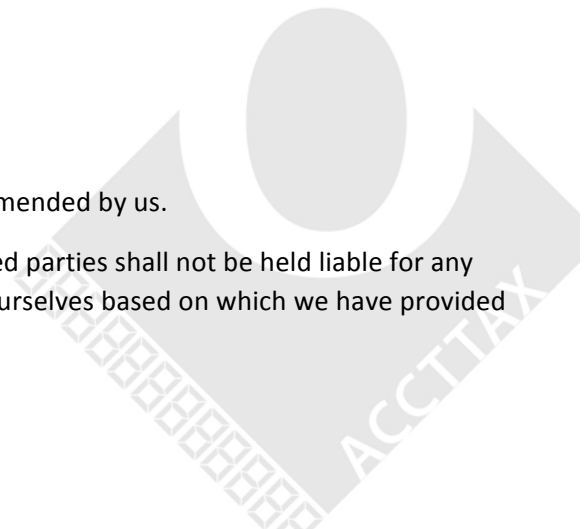
Financial Institutions

Company and Intellectual Property

Any government department

Any other third parties as requested by you, deemed necessary or recommended by us.

OLBADERA or any of its directors, agents, staffs, affiliates and any other related parties shall not be held liable for any incorrect, incomplete, inaccurate etc. information and records supplied by yourselves based on which we have provided calculations, reports, submissions etc.



Where incorrect, incomplete, inaccurate etc. information and records have been supplied in good faith to ourselves by yourselves the onus lies on yourselves to prove that such information was supplied in good faith in court of law or other criminal proceedings.

## **9. SERVICES ARE OFFERED IN GOOD FAITH**

All our services are offered in good faith believing that all records, information etc. supplied by yourselves are complete, correct, accurate and in good faith.

We shall not be held liable whatsoever in any court of law or other criminal proceedings for any incorrect report, calculation etc. produced by us as a result of you giving us incorrect, incomplete, inaccurate etc. information, records etc.

## **10. GENERAL**

You shall tell us immediately if you are placed under an administration order, are sequestered.

If your estate is provisionally or finally sequestered or if you pass away, or become legally incompetent the full amount you owe us will be payable.

If we need to take legal action against you, one of our managers (who do not need to prove his appointment) will produce a certificate, which shows the amount you owe us. If you don't agree with this certificate, you will have to prove that it is wrong.

If there is a dispute about any matter or record, our records (certified as correct by any OLBADERA manager whose authority need not be proved) will serve as prima facie proof. This means it will be treated as correct unless you can prove it is not.

Unless we agree to this, you may not cede (transfer) or pledge (promise) any of your rights or delegate (transfer) any of your duties under your and our agreement.

While we may give you extra time to comply with your obligations or decide not to exercise some of our rights, you must not assume that this means that our agreement with you has been changed or that it no longer applies to you. We can still insist on the strict application of any or all of our rights at a later stage.

Every clause of the agreement and rules is severable from the others. If one or more of the clauses is invalid it will not mean the rest of the agreement/rules are invalid. The rest of the agreement and rules will still apply.

The headings in clauses in our agreement and rules are included for your reference only and must not be used to interpret the agreement or rules.

Unless it is clear from the context, in the rules and this agreement a reference to the singular includes the plural and vice versa.

The words "including or include" must be read as "including, but not limited to".

For purposes of interpreting the agreement or any rules any reference to OLBADERA includes its successors and assigns, and any of its officers, agents, staff and authorized representatives acting on its authority.

No changes to this agreement or any rules and no waiver (giving up) of any of our rights will be binding on us unless it is recorded in writing and signed or issued by our authorized representatives.

In addition to this agreement, you will continue to be bound by any tacit (unspoken or implied) agreement between you and us about any service, the common law and by the present-day customs, procedures, practices and usage existing among accounting, tax and similar service providers.

Unless stated otherwise South African law will govern our relationship, the terms and conditions and rules without giving effect to any conflict of law provisions.