

Standard terms and conditions of sale

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions (“these Terms”) the following have the meanings set out below:

- 1.1.1 **“Charges”** is defined in clause 8.1.
- 1.1.2 **“OBP”** means Onderstepoort Biological Products SOE Ltd registration number: 2000/02268/06;
- 1.1.3 **“Contract”** is defined in clause 2.1;
- 1.1.4 **“Deducted Amount”** is defined in clause 11.1.1;
- 1.1.5 **“Products”** means the Products identified in the Purchase Order;
- 1.1.6 **“Delivery Location”** means the place identified in the Purchase Order in relation to the provision of the Products;
- 1.1.7 **“Intellectual Property Rights”** includes any copyright, design rights, patents, inventions, logos, business names, service marks and trademarks, internet domain names, rights in databases, data, source codes, reports, drawings, specifications, know how, business methods and trade secrets, applications for registration, and the right to apply for registration, for any of these rights and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;
- 1.1.8 **“Laws”** means all applicable laws, ordinances, writs, orders, regulations, by-laws, permits, judgments and orders of any competent court, governmental agency or municipal authority in the Republic of South Africa or such other jurisdiction the Deliverables are being delivered in;
- 1.1.9 **“Material”** means any material brought into existence as part of, or for the purpose of producing the Order, and includes but is not limited to documents, equipment, information or data stored by any means;
- 1.1.10 **“Order”** means an order for the supply of Products in accordance with the Purchase Order;
- 1.1.11 **“Party”** means a party to the Contract;
- 1.1.12 **“Personnel”** means:
 - 1.1.12.1 in relation to the Customer, any of its employees, Subcontractors (including Subcontractors’ Personnel), agents and representatives involved either directly or indirectly in the performance of the Order;
 - 1.1.12.2 in relation to OBP, any of its past or present officers, employees, agents or representatives; and
- 1.1.13 **“Purchase Order”** means individual purchase orders as may be issued by the Customer to OBP in respect of the Order which shall be subject to the Contract;

- 1.1.14 “**Site**” means OBP’s premises;
- 1.1.15 “**Customer Default Notice**” is defined in clause 16.2;
- 1.1.16 “**Customer**” means the Party (as identified in the Purchase Order) responsible for providing the Order;
- 1.1.17 “**Value Added Tax**” means any value added tax calculated in accordance with the VAT Act; and
- 1.1.18 “**Value Added Tax Act or VAT Act**” means the Value Added Tax Act, No 89 of 1991 (as amended), including any similar tax which may be imposed in place thereof from time to time.
- 1.2 In these Terms, unless the context otherwise requires:
- 1.2.1 if any provision in a definition is a substantive provision conferring rights or imposing obligations on a Party, notwithstanding that it is only in the interpretation clause, effect shall be given to it as if it were a substantive provision in the body of these Terms;
- 1.2.2 in these Terms a Party includes a reference to that Party’s successors in title and assigns allowed at law;
- 1.2.3 any reference in these Terms to:
- 1.2.3.1 “business hours” shall be construed as being the hours between 07h30 and 17h00 on any business day. Any reference to time shall be based upon South African Standard Time;
- 1.2.3.2 “days” shall be construed as calendar days unless qualified by the word “business”, in which instance a “business day” will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;
- 1.2.3.3 “law” means any law of general application and includes the common law and any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment of legislative measure of government (including local and provincial government) statutory or regulatory body which has the force of law;
- 1.2.3.4 “person” means any person, OBP, close corporation, trust, partnership or other entity whether or not having separate legal personality; and
- 1.2.3.5 “writing” means legible writing and in English and excludes any form of electronic communication contemplated in the Electronic Communications and Transactions Act, No 25 of 2002.
- 1.2.4 the words “include” and “including” mean “include without limitation” and “including without limitation”. The use of the words “includes” and “including” followed by a specific

- example or examples shall not be construed as limiting the meaning of the general wording preceding it;
- 1.2.5 the words “shall” and “will” and “must” used in the context of any obligation or restriction imposed on a party have the same meaning;
- 1.2.6 words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout these Terms;
- 1.2.7 unless otherwise provided, defined terms appearing in these Terms in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning;
- 1.2.8 a reference to any statutory enactment shall be construed as a reference to that enactment as at the effective date of these Terms and as amended or substituted from time to time;
- 1.2.9 unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day;
- 1.2.10 if the due date for performance of any obligation in terms of these Terms is a day which is not a business day then (unless otherwise stipulated) the due date for performance of the relevant obligation shall be the immediately succeeding business day;
- 1.2.11 where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention;
- 1.2.12 the rule of construction that these Terms shall be interpreted against the Party responsible for the drafting of these Terms, shall not apply;
- 1.2.13 the expiration or termination of these Terms shall not affect such of the provisions of these Terms as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;
- 1.2.14 no provision of these Terms shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (stipulatio alteri) who is not a party to these Terms;
- 1.2.15 any reference in these Terms to “this agreement” or any other agreement or document shall be construed as a reference to these Terms or, as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time; and
- 1.2.16 in these Terms the words “clause” or “clauses” and “annexure” or “annexures” and “schedule” or “schedules” refer to clauses and annexures or schedules to these Terms.

2. EVIDENCE OF CONTRACT AND PRECEDENCE OF DOCUMENTS

- 2.1 The Contract consists of the following documents:
 - 2.1.1 the Purchase Order;
 - 2.1.2 these Terms; and
 - 2.1.3 any other express written terms and conditions agreed to by both parties which is attached to, or incorporated by reference in, the Purchase Order or these Terms.
- 2.2 OBP is not contractually bound until a formal purchase order is placed by OBP and then only to the extent of the matters specifically covered by that purchase order.
- 2.3 If any of these Terms of the Contract conflict with or contradict each other, those terms will override each other in the following order of priority:
 - 2.3.1 any express written terms and conditions agreed to by both parties which is attached to, or incorporated by reference in, the Purchase Order or these Terms
 - 2.3.2 the Purchase Order; and then
 - 2.3.3 these Terms.
- 2.4 The Contract contains the entire agreement between OBP and the Customer with respect to its subject matter and supersedes all prior communications and negotiations between OBP and the Customer in this regard, unless those communications expressly form part of the Contract.
- 2.5 No terms or conditions submitted by either Party that are in addition to, different from or inconsistent with those contained herein or in the Purchase Order, including, without limitation, the Customer's printed terms and conditions, and any terms and conditions contained in any Customer's quotation, invoice, purchase order acknowledgment, confirmation, acceptance, bill of lading or other instrument, shall be binding upon either Party unless specifically and expressly agreed to in a writing signed by duly authorised representatives of both Parties.

3. ACCEPTANCE

- 3.1 OBP will only sell the Products on these terms.
- 3.2 if OBP accepts the Customer's purchase order it will be on these terms and no other standard terms.
- 3.3 the Purchase Order number stated in the Purchase Order shall be indicated clearly on all documentation and packaging.
- 3.4 all Purchase Orders placed on OBP for products shall be on an official printed purchase order of the Customer .
- 3.5 the performance of any part of the contract will be deemed to be acceptance of the conditions stated herein, regardless of any inconsistency in the Customer's own small print.
- 3.6 these terms can only be changed, or other terms agreed, in written correspondence signed by a director or other senior officer of OBP. no subsequent behaviour of OBP, in accepting these terms

from the client with proposed amendments, can be taken to imply any acceptance by OBP of those proposed amendments.

3.7 these terms are available from OBP on request and are posted on OBP's website.

4. SPECIFICATIONS QUALITY

- 4.1 Notwithstanding the description of the Products ordered, or product or catalogue number, OBP reserves the right to supply Products, ordered to the specification current at the date of delivery and repeat orders or a Customer request to supply Products as previously supplied are subject to this provision.
- 4.2 Products are sold and any information and advice given is on the understanding that the Customer is solely responsible for determining the suitability of the Products for their intended use.
- 4.3 Notwithstanding any representations and/or specifications, made by OBP in respect of the Products which may be contained in catalogues, brochures, labels and other sources of information relating to the Products, the Customer is required to examine and evaluate the Products before use and the correctness of package contents prior to accepting delivery.
- 4.4 The customer has sole responsibility for complying with all applicable regulations and other legal and regulatory requirements concerning the performance of the order, and for ensuring that OBP can, in compliance likewise, fully utilise the deliverables for their intended purposes.
- 4.5 Under no circumstances, agreed or not, will OBP be liable to the customer in respect of any contract variation for more than a reasonable and proportionate reflection of such increased costs as the customer could not reasonably have been expected to avoid. the charges will not in any circumstance increase except with OBP's express written agreement under, or referring explicitly to, this sub-section.
- 4.6 OBP will comply with any reasonable requirements the Customer may have as regards the packing of any ordered Products, and as to information included on dispatch documentation and bills of lading. Subject to that, the Customer will ensure that all packaging, packing, labelling and documentation is such as to ensure full compliance with legal requirements throughout the delivery process.

5. DELIVERY, TITLE AND RISK

- 5.1 OBP agrees to provide the Products nominated on the Purchase Order within the time(s) quoted, any failure of which will entitle the Customer, in addition to other rights and remedies, to cancel the Purchase Order and be relieved of all liabilities for any undelivered portion. A waiver of OBP's right

to cancel the acceptance of any items after the nominated delivery date shall not constitute a waiver of such rights as to future deliveries.

- 5.2 A packing note quoting the number of the Purchase Order must accompany each delivery of Products.
- 5.3 Where Products are supplied in instalments, the Purchase Order is to be treated as a single order. If the Customer fails to deliver or perform any instalment OBP may treat the whole Purchase Order as repudiated.
- 5.4 OBP shall accept responsibility for any damages or shortages in or loss of products in transit only where it delivers the Products, and provided that the Customer reports such damage, shortage or loss in writing to OBP within 7 (seven) working days of the delivery date
- 5.5 The risk in respect of products purchased passes to the Customer when the order is collected from OBP's warehouse by the Customer or by a third party nominated by the Customer. The Customer shall take out the appropriate insurance cover in respect of said products in transit.
- 5.3 Delivery will be affected at the OBP warehouse, any orders collected by Customers will be at the Customers sole discretion and transport cost.
- 5.4 Orders for Products which are out of stock will be placed on back order for delivery as soon as stock is available.
- 5.5 The Customer must check the Products immediately upon receipt thereof so as to determine whether the Products delivered are of the type and quantity ordered.
- 5.6 If any of the products do not comply with all order requirements, the customer can request that OBP supply replacement products within 48 hours (will it be 48 hours of customer being aware of the defect or 48 hours of notifying OBP).
- 5.7 Full unencumbered title to the Products will pass to the Customer upon the Customer making payment in full to OBP for the Products;

6. DAMAGED GOOD-RETURN

- 6.1 Where Products are damaged in transit, the Customer shall lodge a claim with OBP upon receipt of such product. Provided that the notice has been given as provided for above, the damaged, defective or incorrect Products, may be returned for credit or exchange.
- 6.2 The returned Products shall be delivered to OBP at the Customer's expense and shall reach OBP within 7 days of delivery. The Customer shall ensure that the correct cold-chain is maintained during transportation to OBP.

- 6.3 Except in the circumstances mentioned above, Products may not be returned to OBP for credit or exchange without OBP's prior written consent.
- 6.4 In the event of Products being delivered in a damaged or defective state, short expiry date, or in a lesser quantity than that ordered and provided that the above mentioned procedures have been followed, OBP shall, at its option, be entitled to exchange the Products, supply the Products not delivered or alternatively, refund the relevant portion of the purchase price which has already been paid or issue a corresponding credit note.
- 6.5 All returns shall be done in accordance with OBP Customer Complaint standard operating procedure

7. FEES & CHARGES

- 7.1 The fees and charges ("Charges") means the aggregate amount payable by the Customer to OBP in relation to the Order.
- 7.2 The Charges will be as specified in Customer's Purchase Order and, unless otherwise stated, will be:
- 7.2.1 fixed and invariable and not subject to adjustment unless otherwise stated in the Purchase Order;
- 7.2.2 exclusive of any applicable Value Added Tax in accordance with the VAT Act (which will be payable by the Customer subject to the receipt of a valid tax invoice);
- 7.2.3 inclusive of all expenses incurred by the Customer in relation to the provision of the Order, including, without limitation, travel expenses and subsistence expenses, and of any duties or levies other than Value Added Tax; and
- 7.2.4 payable in South African Rand or any other currency agreed upon.
- 7.3 The Customer will be entitled to any discount for prompt payment, bulk purchase or the like normally granted by OBP in comparable circumstances.
- 7.4 Should the customer require OBP to deliver goods to an agreed upon delivery location, they will be charged as a separate line item for the service that will be received from the third party.
- 7.5 OBP will collect freight deliveries payment from the customer and pay the freight forwarder as per agreement

8. VALUE ADDED TAX

- 8.1 The Parties agree that:
- 8.1.1 Value Added Tax is payable on the Products;
- 8.1.2 all charges and amounts payable by one Party to another under the Contract are stated exclusive of Value Added Tax; and
- 8.1.3 for each taxable supply under or in connection with the Contract:
- 8.1.3.1 the Customer will be entitled to charge OBP for any Value Added Tax payable by the Customer in respect of the taxable Order;

- 8.1.3.2 The Customer must pay to OBP the amount of the Value Added Tax at the same time as the relevant charge applicable to the Order becomes payable under the Contract; and OBP must provide a valid tax invoice to the Customer in respect of the taxable Order.
- 8.1.4 The parties agree that this transaction is subject to Value-Added Tax (VAT) at the zero rate (0%) in terms of the VAT Act. However, should SARS or a court of competent jurisdiction determine for any reason that this transaction does not qualify for a zero-rating, the Purchaser shall be liable to pay VAT at the prevailing standard rate. The Purchaser must pay this additional VAT amount immediately upon demand by the seller or SARS.
- 8.1.5 The purchaser hereby indemnifies and hold the Seller harmless against any penalties, interest, or additional costs imposed by SARS due to the Purchaser's misrepresentation of their VAT status or non-compliance with the VAT Act

9. PAYMENT

- 9.1 Terms of payment are strictly 30 days from the date of statement for all account holders, should the customer hold an approved credit account with OBP
If the customer does not have an approved credit account with OBP, all order must be paid for and reflecting on OBPs bank account before delivery can take place
- 9.2 Interest will be charged on all amounts outstanding for more than 30 days, at the rate of prime overdraft interest charged by the OBP's bank.
- 9.3 The OBP shall be entitled to appropriate any payment received from the Customer as it sees fit to any liability owed by the Customer to the OBP regardless of any indication by the contrary.
- 9.4 The Customer's liability to the OBP or its obligations to effect payment of any amount on due date, may not be reduced by or set off against and payment may not be withheld or deferred on account of any alleged complaints or counterclaims unless and until they have been accepted and quantified in writing by the OBP.
- 9.5 The OBP reserves the right at any time to call for satisfactory guarantees for the due and prompt payment of all monies due and which may become due to the OBP.
- 9.6 If such guarantees are not supplied within 14 days of the OBP's written request or in the event that the Customer has failed to make any payment due to OBP on due date, OBP shall be entitled to cancel, defer or refrain from executing any one or more outstanding orders wholly or in part.
- 9.7 In such event all amounts owing by the Customer to OBP shall immediately become due and payable.

- 9.8 Notwithstanding any credit arrangements which the OBP may have granted to the Customer from time to time, the OBP shall at any time be entitled with notice to the Customer to terminate such credit arrangements.
- 9.9 Should the Customer become insolvent or proceedings for sequestration, liquidation or judicial management of the Customer be commenced or should the Customer assign its estate or compound with its creditors or allow a judgment to remain unsatisfied for a period of 7 days.
- 9.10 The OBP shall forthwith be entitled to suspend all further deliveries of Products and all amounts then owing shall immediately become due and payable.

10. TERMINATION

- 10.1 OBP may suspend performance of, or cancel, or suspend and then at any subsequent time cancel, the Contract without any liability to the Customer, if:
- 10.1.1 the Customer passes a resolution for its winding-up or a court of competent jurisdiction makes an order for the Customer to be wound up or dissolved or the Customer is otherwise dissolved;
- 10.1.2 an administrator is appointed, or an administration order is made in relation to the Customer or a receiver or an administrative receiver is appointed over, or an encumbrancer takes possession of or sells the whole or part of the Customer's undertaking, assets, rights or revenue;
- 10.1.3 the Customer is unable to pay its debts or is deemed unable to pay its debts within the meaning of the Insolvency Act (24 of 1936);
- 10.1.4 the Customer enters into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or takes steps to obtain a moratorium or makes an application to a court of competent jurisdiction for protection from its creditors; or
- 10.1.5 adopts a resolution to voluntarily begin with business rescue proceedings or is placed under business rescue proceedings by a competent court.
- 10.1.6 Any right of cancellation or suspension under this section is additional to any rights available to OBP under the law of any relevant jurisdiction.

11. WARRANTIES AND LIABILITY

- 11.1 The Customer warrants, represents and undertakes on an ongoing basis that:
- 11.1.1 the quantity and quality for the Products will be those set out in the Purchase Order. The Products will be of the highest standard reasonably to be expected in the market for that kind of Products;
- 11.1.2 Products will comply with all statutory requirements and regulations, and with all normally applicable quality standards, relating to their sale or supply;

- 11.1.4 all claims made by the Customer about any Products, and all apparently serious claims in the OBP's advertising and promotional material, are correct and can be relied upon;
- 11.1.5 neither the sale and supply of any Product, nor its proper use by the Customer for an intended purpose, will breach any property rights in or about that Product, including intellectual property rights, of any other person.
- 11.2 The customer will indemnify and keep indemnified OBP immediately upon OBP's written demand against any cost, claim, expense or liability arising from any risk for which the customer is responsible under the contract.
- 11.3 The Customer will provide copies of any qualifications, permits and licences to OBP upon request.
- 11.4 Notwithstanding anything to the contrary contained in the contract, the total aggregate liability of OBP, in respect of a claim or claims arising in terms of the contract (whether arising from negligence, breach of contract or otherwise howsoever) will be limited to the total charges already paid by the customer in terms of the purchase order or purchase orders in question that gave rise to the claim or claims.

12. CUSTOMER DEFAULT

- 12.1 If the Customer breaches any term of the Contract, OBP may serve a notice of default ("Customer Default Notice") on the Customer containing the information specified in clause 13.2 below.
- 12.2 A Customer Default Notice must:
 - 12.2.1 either require that the breach be remedied within a specified period of not less than 14 (fourteen) days after service of the Customer Default Notice on the Customer or state that the breach is incapable of remedy; and
 - 12.2.2 state that if the breach is not remedied within the period specified in the Customer Default Notice or is incapable of remedy, then OBP may by further notice to the Customer do one or more of the following:
 - 12.2.2.1 elect wholly or partly to suspend payment under the Contract until the breach has been remedied by the Customer;
 - 12.2.2.2 take such action as OBP deems necessary to cure the breach (the cost of such action so taken by OBP being recoverable from the Customer as a debt due to OBP by the Customer); or
 - 12.2.2.3 terminate the Contract or any part of it with effect from a specified date.



Onderstepoort Biological Products SOC Ltd
Co Reg No. 2000/022686/06
Private Bag X07, Onderstepoort, 0110
Tel: +27 (0) 12 522 1500
Fax: +27 (0) 522 1591
www.obpvaccines.co.za

12.3 Notwithstanding these Terms of any Customer Default Notice, no action taken by OBP under this clause 13 will prejudice the existence of any of its rights and remedies under the Contract which OBP may have as a result of the relevant breach.

13. FORCE MAJEURE

The Customer shall not be entitled to cancel any order or contact and the OBP shall not be liable for damages for any delay or failure to supply or carry out any contract arising out of any cause in whole or in part beyond the OBP's control and without derogating from the foregoing generality, arising out of any delay due to civil or political unrest or action, epidemic or pandemic, rebellion, strikes, war, embargoes, national emergency and/or sanctions.

14. INTELLECTUAL PROPERTY

The Customer will obtain no rights in and to the copyright arising out of or in connection with the documentation whether prepared specifically at the request of- or for the Customer.

The products as sold and bought by the Customer shall be used solely and exclusively for the intended purpose and as per the directive from the package insert. Reproduction, research and propagation hereof is strictly prohibited.

15. ASSIGNMENT

The Customer may not assign any of its rights or obligations under the Contract without the prior written consent of OBP, which consent OBP may grant or withhold in its absolute discretion.

16. SEVERABILITY

If any provision of the Contract is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of the Contract shall remain in full force and effect.

17. WAIVER

Any waiver by OBP of any rights under the Contract will not constitute a general waiver of those or other rights.

18. NOTICES

Any written notice under these Terms will be deemed to have been sufficiently served if such notice was hand delivered to the relevant address stated on the Purchase Order, or if sent by e-mail (but

**Chairperson: Prof P Mabeta; Mr M Kgobokoe; Dr D Konar; Mr R Mahabeer; Dr L Makuleni;
Ms S Ntiyantiya; Interim Chief Executive Officer: Dr J Modumo; Company Secretary: Adv P Nthotso**

in this case only on evidence of successful transmission and only if the parties have regularly communicated on contract matters by that e-mail route).

19. ANTI-CORRUPTION AND BRIBERY

Both Parties represent and affirm that (i) they will comply with all applicable Laws relating to anti-bribery and anti-corruption and (ii) they will not promise, offer, give or receive bribes or corrupt actions in relation to the procurement or performance of the Contract. For the purposes of this clause, 'bribes or corrupt actions' mean any payment, gift or gratuity, whether in cash or kind, intended to obtain or retain an advantage, or any other action deemed to be corrupt under the applicable Laws.

20. DISPUTE RESOLUTION

- 20.1 All disputes between the Parties shall, when all efforts to resolve such dispute by negotiation have failed, be referred to the Courts of the Republic of South Africa, save if the Parties agree to refer the dispute to arbitration as envisaged in clause 21.3 below.
- 20.2 The Party declaring the dispute shall be obliged, prior to referring the matter to the Courts or to arbitration, deliver written notice to the other Party giving full details in respect of the alleged disputes to enable the other Party to fully appreciate the nature and extent of the alleged dispute.
- 20.3 In the event that the Parties agree to refer a dispute to arbitration, such arbitration shall be held in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation. The Parties shall choose Pretoria as the place of arbitration.
- 20.4 This clause shall not preclude either Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 20.5 The Parties irrevocably agree that the decision in arbitration proceedings:
- 20.5.1 shall be final and binding upon the Parties subject to review if the arbitrator made a manifest error or appeal in terms of the Rules of the Arbitration Foundation of Southern Africa;
 - 20.5.2 shall be carried into effect; and
 - 20.5.3 may be made an order of any court of competent jurisdiction.

21. COMPLIANCE WITH LAWS

The Customer must ensure that it shall comply with all relevant Laws in connection with the Order and all its obligations under the laws of the Republic of South Africa.

**Chairperson: Prof P Mabeta; Mr M Kgobokoe; Dr D Konar; Mr R Mahabeer; Dr L Makuleni;
Ms S Ntiyantiya; Interim Chief Executive Officer: Dr J Modumo; Company Secretary: Adv P Nthotso**



Onderstepoort Biological Products SOC Ltd
Co Reg No. 2000/022686/06
Private Bag X07, Onderstepoort, 0110
Tel: +27 (0) 12 522 1500
Fax: +27 (0) 522 1591
www.obpvaccines.co.za

22. GOVERNING LAW

This Agreement will in all respects be governed by and construed under the laws of the Republic of South Africa. The Parties hereby consent and submit to the exclusive jurisdiction of the Courts of the Republic of South Africa in any dispute arising from or in connection with this Agreement.

**Chairperson: Prof P Mabeta; Mr M Kgobokoe; Dr D Konar; Mr R Mahabeer; Dr L Makuleni;
Ms S Ntiyantiya; Interim Chief Executive Officer: Dr J Modumo; Company Secretary: Adv P Nthotso**