

FIXED TERM EMPLOYMENT CONTRACT

(TES – FRM)

entered into by and between

DELOITTE CONSULTING (PTY) LTD

(hereinafter referred to as "the company")

and

STEPHEN KEITH LINTOTT

(hereinafter referred to as "the consultant")

A handwritten signature in black ink, appearing to be the initials 'SKL' followed by a flourish, located in the bottom right corner of the page.

1. **TERMS AND CONDITIONS OF EMPLOYMENT**

We have pleasure in offering you employment with Deloitte Consulting (Pty) Ltd in the company's temporary employment service division. Your employment is subject to the standard terms of employment as reflected in Appendix "A"

2. **ASSIGNMENT SCHEDULE**

The Assignment Schedule below details the specific terms and conditions that apply to your employment.

1. Name of Consultant and Identification Number:	Stephen Keith Lintott ID: 7902275085082
2. Consultant Address, e-mail, telephone (Domicilium):	49 Sintra Court, 5 Evelyn Street, Horizon, 1724 kideo001@gmail.com (c) 079 839 8204
3. Deloitte Address (Domicilium):	Private Bag x 6 Gallo Manor 2052
4. Assignment Name:	RMB Project
5. Assignment Location:	RMB Offices cnr Rivonia & Fredman Drive 1 Merchant Place, Sandton
6. Area of responsibility:	Java Developer
7. Client:	RMB
8. Commencement date:	09 September 2011
9. End date:	31 March 2012
10. Leave deduction percentage:	15%
11. Travel rate and kilometres:	N/A
12. Payment terms:	per hour
13. Deduction from payment:	PAYE and UIF.
14. Payment rate – basic for all hours worked:	R280.00 per hour. 160 hours per month

Assignment Division and Code	Technology FRM
Responsible Person	Juane Lucas

SIGNED and DATED at Sandton on the 12 day of September 2011

Treulynn Farland

Print Name

Treulynn Farland

for and on behalf of: **DELOITTE CONSULTING (PTY) LTD** duly authorised thereto

SIGNED and DATED at _____ on the _____ day of _____ 20____

Print Name

THE CONSULTANT

SIGNED and DATED at _____ on the _____ day of _____ 20____

Print Name

for and on behalf of: **HUMAN RESOURCES** duly authorised thereto

APPENDIX A –STANDARD TERMS AND CONDITIONS OF EMPLOYMENT BY FIXED TERM

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1 PREAMBLE

- 1.1 The parties record that the consultant is employed by a division of the company which, conducts the business of providing consultants to clients and other divisions of the company to perform work for, such clients or other divisions of the company. Accordingly in all activities associated with this agreement the consultant is appointed by a temporary employment service as defined in section 198 of the Labour Relations Act, 66 of 1995 ("LRA").
- 1.2 The company agrees to procure the services of the consultant for an entity person or other division of the company and the consultant in turn agrees to render services to or perform work for such entity, person or other division of the company.
- 1.3 Due to the nature of the relationship the consultant records and acknowledges that his/her appointment is of a temporary nature. Accordingly, there is no guarantee of permanent employment neither can there be any legitimate expectation that permanent employment will eventuate from this appointment.
- 1.4 It is specifically recorded that the consultant's appointment is at all times of a fixed duration as provided for in this agreement.

2 INTERPRETATION

In this agreement:

- 2.1 clause headings in this agreement are used for convenience only and shall be ignored in its interpretation;
- 2.2 unless the context clearly indicates a contrary intention:
- 2.2.1 the singular shall include the plural and vice versa;
- 2.2.2 a natural person shall include an artificial person and vice versa; and
- 2.2.3 any one gender shall include the other genders;
- 2.3 the following words shall bear the meanings assigned to them below:
- 2.3.1 "client" means any entity, person or other division of the company the consultant is appointed with as is reflected in item 7 of the Assignment Schedule;
- 2.3.2 "commencement date" means, notwithstanding the signature date, the date on which the consultant starts working, or such other date as may be agreed between the parties in writing as is reflected in item 8 of the Assignment Schedule;

- 2.3.3 "company" means Deloitte Consulting (Pty) Ltd, a private company incorporated in accordance with the laws of South Africa, registration number 2005/007151/07;
- 2.3.4 "consultant" means the person as is reflected in item 1 of the Assignment Schedule;
- 2.3.5 "Deloitte" means Deloitte Touche Tohmatsu, a Swiss Verein;
- 2.3.6 "end date" means the date of:
- 2.3.6.1 finalisation of the assignment referred to in item 9 of the Assignment Schedule;
 - 2.3.6.2 cancellation of the assignment by a client prior to finalisation of the assignment for any reason whatsoever;
 - 2.3.6.3 withdrawal of the consultant from the assignment upon request by the client for any reason whatsoever;
- 2.3.7 "group" means the company, and each of its direct or indirect subsidiary or associate companies or partnerships from time to time;
- 2.3.8 "no fault termination" means any termination based on:
- 2.3.8.1 the incapacity of the consultant as defined in the LRA read with the Code;
 - 2.3.8.2 voluntary resignation for whatever reason by the consultant;
 - 2.3.8.3 the operational requirements of the company as defined in the LRA; or
 - 2.3.8.4 termination by mutual agreement;
- 2.3.9 "payment" means the amount payable to the consultant in terms of this agreement as set out in item 14 of the Assignment Schedule;
- 2.3.10 "signature date" means the date of signature of this agreement by the last signing of its signatories;
- 2.3.11 "subsidiary" means a subsidiary as defined in the Companies Act 1973, as amended;
- 2.3.12 "termination date" means such other date prior to the end date on which the consultant's appointment is terminated as provided for in this agreement;
- 2.4 should any provision in a definition be a substantive provision conferring rights or imposing obligations on anyone, then effect shall be given to it as if it were a substantive provision in the body of this agreement;

- 2.5 when any number of days is prescribed such number shall exclude the first and include the last day unless the last day falls on a Saturday, Sunday or public holiday in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;

3 APPOINTMENT

- 3.1 The company hereby confirms the appointment of the consultant who agrees to accept appointment with the company for the assignment referred to in item 4 of the Assignment Schedule on the terms and conditions of this agreement.
- 3.2 The parties agree that all previous agreements in relation to the consultant's employment or consultancy entered into between them shall be revoked, and shall as from the commencement date be replaced by this agreement.

4 THE CONSULTANT'S DUTIES & OBLIGATIONS

- 4.1 The consultant undertakes to perform such duties as are consistent with the assignment in the Assignment Schedule. Without derogating from the generality of the above, the consultant shall:
- 4.1.1 report at the client who will determine his/her duties and responsibilities on the assignment from time to time;
 - 4.1.2 carry out all such functions and duties that are assigned to him/her from time to time and that are reasonable and lawful;
 - 4.1.3 obey and comply with all reasonable instructions given to him/her;
 - 4.1.4 be true and faithful in all dealings and transactions relating to the assignment, business and interests of either the company or the client and to use his/her best endeavours to protect and promote the business reputation and goodwill of both the company and the client;
 - 4.1.5 submit to any person nominated by management of the client such information and reports as may be required of him/her in connection with the performance of his/her duties and business of the client;
 - 4.1.6 devote his/her time and attention and such additional time as the requirements of the assignment may require.
- 4.2 The consultant acknowledges that the client may from to time amend or alter the nature of the duties performed by the consultant on the assignment and the consultant agrees to reasonable changes in this regard.

5 PAYMENT AND DEDUCTIONS

It is agreed that:

- 5.1 the fee payable to the consultant for services rendered in respect of the assignment shall be as set out in item 14 of the Assignment Schedule;
- 5.2 the company will pay the consultant's fee in the Republic of South Africa in South African Rand;
- 5.3 the company shall reimburse the consultant for all approved expenses incurred by the consultant on condition that such expenses were authorised prior to the consultant incurring such expenses.
- 5.4 Unless otherwise stipulated in item 12 of the assignment schedule, the company shall pay the consultant monthly in arrears on or before the last day of each month for all hours worked up to on or about the 15th of that month, with *pro rata* payments for incomplete months. A schedule of these cut-off dates will be published from time to time
- 5.5 The company shall withhold any amounts in respect of tax and any other statutory or agreed deductions levied on the payments earned by the consultant by virtue of his/her appointment in terms of this agreement.

6 TIMESHEET

- 6.1 All hours/days the consultant works on the assignment shall be recorded daily on a company's standard timesheet.
- 6.2 The consultant's payment as referred to in paragraph 5.1 and in item 14 of the Assignment Schedule shall be payable on the basis of the hours/days submitted by the consultant on the required timesheet.

7 BONUS AND OTHER BENEFITS

The consultant shall not be entitled to participation in any benefits, bonus or incentive schemes applicable to other employees of the company.

8 ANNUAL LEAVE AND SICK LEAVE

The consultant shall be entitled to:

- 8.1 1 (one) day of annual leave on full remuneration for every 17 (seventeen) days on which the consultant worked or was entitled to be paid, or 1 (one) hour of annual leave on full

remuneration for every 17 (seventeen) hours on which the consultant worked or was entitled to be paid;

- 8.2 Due to the nature of the relationship and the fixed duration of the contract it will not always be possible for the consultant to actually take annual leave during the tenure of the assignment;
- 8.3 Any absence due to illness or any inability to report for duty must be reported to the client and company on the first day of such absence, as early as possible, but in any event by no later than 09h00.
- 8.4 During the first 6 (six) months of the agreement, absence due to illness as contemplated in this clause, will be paid at the hourly rate on the basis of 1 (one) day's paid sick leave for every 26 (twenty six) days worked, and thereafter on the basis of 1 (one) working day paid sick leave per each completed calendar month of service, subject to a maximum of 30 (thirty) working days paid sick leave in any 3 (three) year sick leave cycle. Absence due to illness in excess of this will be unpaid.
- 8.5 For absence due to illness on a Monday, Friday or public holiday or other absences which lasts for 2 (two) consecutive days or more, or on more than 2 (two) occasions in an 8 (eight) week period, the consultant must produce a satisfactory medical certificate, failure of which will result in such absence being unpaid.
- 8.6 Absence from work for 3 (three) working days without good cause or informing the company will be treated as abscondment, and may result in the contractual termination of employment.
- 8.7 To effect the company's requirements for payment of various leave allocations a percentage reflected in item 10 of the Assignment Schedule will be withheld from the fee payable to the consultant for services rendered in respect of the assignment as set out in item 14 of the Assignment Schedule. The consultant shall be entitled to claim payment against the amount withheld when the consultant takes leave, sick leave or other leave as he/she may be entitled to in terms of the Basic Conditions of Employment Act, 75 of 1997 (as amended) ("BCEA") by completing the appropriate form. Any balance on the amounts withheld in terms of this provision, shall be payable to the contractor upon the termination of the assignment.

9 OTHER LEAVE ENTITLEMENTS

The consultant shall be entitled to any other leave entitlements as provided in the BCEA as applicable from time to time.

10 WORK ON SUNDAYS, PUBLIC HOLIDAYS AND OVERTIME

- 10.1 The consultant shall not work on Sundays, public holidays or perform any overtime work unless specifically required and authorised by the company and/or client to do so.

- 10.2 Payment in respect of overtime, public holidays and work on Sundays will be effected at standard rates in terms of the provisions of the BCEA as applicable from time to time.

11 DURATION

- 11.1 This agreement shall commence on the commencement date notwithstanding the date of execution hereof, and shall, unless terminated prior to the end date as provided for in this agreement, automatically terminate without notice on the end date.
- 11.2 The consultant acknowledges that as at the signature date he/she has no expectation of this agreement being renewed or continued after the end date.
- 11.3 The parties record that this agreement shall not be renewed or continued after the end date, and should the parties wish to continue the employment relationship after the end date, such relationship shall be the subject of a new written employment agreement.

12 TERMINATION

- 12.1 Prior to the end date, the parties shall have the right to terminate the employment relationship on the following grounds, provided that the parties shall in all respects have complied with the company's internal policies and procedures and the provisions of all applicable employment laws prior to such termination:
- 12.1.1 Summarily and without notice for any reason based on the misconduct of the consultant or any other cause recognised by law as sufficient; or
- 12.1.2 On written notice as per the provisions of the BCEA where the reason for the termination is based on a no fault termination.
- 12.2 In lieu of the notice set out in 12.1.2, the company may elect to pay the consultant the compensation to which the consultant would have been entitled if the consultant had worked during the notice period. Similarly, the consultant may, in lieu of notice, elect to forfeit the compensation to which he would have been entitled if he had worked during the notice period.
- 12.3 Notwithstanding any termination of this agreement for any reason, the provisions of 13 and 14 shall remain of full force and effect.

13 CONFIDENTIALITY

- 13.1 The consultant shall not, either during his/her appointment with the company or at any time thereafter, unless he/she has obtained the company's prior written consent, directly or indirectly divulge or make known to any person any of the company's confidential

information, including information relating to the company's business, turnover, costing, etc., that may have come to his/her knowledge at any time during his/her appointment, whether before or after the signature hereof, nor may he/she make any unauthorised use of such confidential information at any time.

- 13.2 All confidential memoranda, documentation and materials relating to the company's business, turnover, etc., coming into his/her possession during his/her appointment will be the exclusive property of the company and he/she will take all reasonable steps to prevent the publication or disclosure of such information or materials.
- 13.3 If he/she has any doubt whether, for the purposes of this paragraph, he/she is authorised to disclose information to a particular person, or whether any information is confidential information, or whether any use of information is authorised, he/she is obliged to obtain and abide by any decision of the company.
- 13.4 On the termination of his/her appointment, he/she is obliged to ensure that all confidential documents and materials of whatsoever nature (including copies thereof in his/her possession or under his/her control) is immediately returned to the company.
- 13.5 The consultant is also obliged to notify the company in writing of any abuse of the confidential information of the company immediately that he/she became aware of such abuse and to assist in remedying such abuse when required by the company.

14 INTELLECTUAL PROPERTY AND DOCUMENTS

- 14.1 Intellectual property as used herein shall include any and all information in relation to technology, business and otherwise, including without limitation any patent, trade mark or design, which has been registered or is capable of being registered in any national intellectual property office or association as well as any copyrightable works, the group's trade secrets, know how and confidential information which relate to the company's business, processes, products or services.
- 14.2 All intellectual property, if any, made by the consultant alone or with others prior to entering the employment of the company, as well as the general knowledge and skills of the consultant, shall not be included within the operation of this clause 14.
- 14.3 All intellectual property, useful to any aspect of the business of the company, conceived by the consultant either alone or with others, during the period of the consultant's employment by the company, and all statutory rights granted thereon, shall be the exclusive property of the company or anyone of its appointed designates whenever such intellectual property arises out of the consultant's services to the company or arises out of information and know-how gained by the consultant in his employment by the company.

- 14.4 The consultant, and, where applicable, the consultant's assigns, successors and heirs, shall, both during and for a reasonable period after the consultant's employment by the company, take all reasonable and necessary steps to permit the company or anyone of its appointed designates to have full ownership of said intellectual property and statutory rights, including but not limited to, promptly disclosing it to the company, avoiding unauthorised disclosure thereof to others, and signing such documents as may be submitted by the company to give effect to this clause, provided that all expenses incurred directly at the company's request shall be paid by the company.
- 14.5 The consultant shall, both during employment by the company and for a reasonable time thereafter, cooperate with regards to intellectual property related proceedings to the extent that the consultant is free to do so and to the extent and in the manner as agreed between the company and the consultant, provided that all expenses incurred directly at the company's request shall be paid by the company.
- 14.6 If within one year after the termination of his employment with the company the consultant makes an invention and/or a design which, but for the expiry or other termination for any reason of his contract of employment, would have fallen within the scope of his employment during the last two years of employment by the company, the consultant shall immediately advise the company of the invention and/or design, and the consultant shall be obliged, at the company's discretion and expense, to apply for patent protection for the invention and/or design registration for the design, and the consultant hereby grants to the company a royalty free, exclusive license, with the right to sub-license, under any patent granted for the invention or design registered. The company, entirely at its own discretion, may decide to grant a royalty (and the rate thereof) to the consultant if the company believes that the circumstances under which the invention and/or design was made justifies such a grant. The company also undertakes to reimburse the consultant for all direct and indirect expenses incurred by the consultant as a result of the obligations of 14.6.
- 14.7 The consultant, and, where applicable, the consultant's assigns, successors and heirs shall not be obliged to assign to the company the consultant's rights in an invention and/or design for which no equipment, supplies, facility or trade secret information of the company was used and which was developed entirely on the consultant's own time, and (i) which does not relate to the business of the company or to the company's actual or demonstrably anticipated research or development, or (ii) which does not result from any work performed by the consultant for the company.
- 14.8 All reports, manuals, financial statements, budgets, indices, research papers, letters or other similar documents (the nature of which is not limited by the specific reference to the foregoing items) which are created, compiled or devised or brought into being by the consultant or come into the consultant's possession during the course and scope of his

employment by the company and all copies thereof, shall be the property of the company, and upon the termination or end date, or earlier if required by the company, such documents and all copies shall be returned to the company.

- 14.9 The provisions of 14 replace any existing Employee Secrecy and Transfer of Patents Undertaking entered into by the consultant and company, but such replacement shall not affect existing rights and obligations of either party arising prior to the date of this agreement, out of any prior agreement, which shall then continue to be in effect for that purpose.

15 NON-SOLICITATION

- 15.1 The consultant shall not, either during the term of this assignment or for a period of 12 (twelve) months after the end date or termination date, either for himself or as the agent of anyone else, persuade, induce, solicit, encourage or procure any employee or consultant of the group to:

15.1.1 become employed by or interested in any manner whatever in any business, firm, undertaking or company (all of which are hereinafter referred to as "any concern"), directly or indirectly in competition with the business carried on by any company in the group;

15.1.2 terminate his/her employment with any company in the group;

15.1.3 furnish any information or advice acquired by the consultant as a result of his/her employment within the group to anyone else which results in any employee of any company in the group becoming employed by, or directly or indirectly interested in any manner in, any concern;

15.1.4 solicit, interfere with, entice or endeavour to entice away from any company in the group any person, firm or company who or which during the period of this agreement or at the termination or end date, was a customer or was accustomed to dealing with any company in the group.

- 15.2 The consultant undertakes not to, during the period of this assignment and for a period of 12 (twelve) months after the end date or termination date work for the client in any capacity whatsoever either directly or indirectly without the prior written permission of the company, which permission shall not be unreasonably withheld.

16 BACKGROUND CHECKS, FALSE INFORMATION, GOOD FAITH

- 16.1 The consultant declares that all information, documentation and credentials presented to the company in connection with his/her application for employment are authentic and that any



Information, document or credential subsequently proved to be false will be grounds for summary dismissal.

- 16.2 In the implementation of this agreement, the parties undertake to observe the utmost good faith, and they warrant in their dealings with each other that they will not do anything nor refrain from doing anything which might prejudice or detract from their rights, assets or interests.
- 16.3 The consultant accepts and agrees that the company may from time to time conduct credit/criminal checks on the consultant during the term of this agreement.

17 INDEPENDENCE AND PUBLIC COMPANY ACCOUNTING OVERSIGHT BOARD (PCAOB)

- 17.1 Deloitte is committed to fully complying with the Code of Professional Conduct of SAICA (South African Institute of Chartered Accountants), and the Code of Ethics of IFAC (International Federation of Accountants), and the legal requirements of stock exchanges around the world, which requires a multidisciplinary Company like Deloitte to maintain, and to be seen to maintain, its independence as auditors when providing non-audit services to, and forming business relationships with, audit clients. In the context of the codes referenced in this clause, Deloitte is at times precluded from providing certain services to, or forming business relationships with, companies that are subsidiaries of, or affiliates of, any company that is listed (or intends listing) on any stock exchange, or which has a subsidiary or affiliate that is listed on any stock exchange for which any member firm of Deloitte are the appointed external auditors. Deloitte is also restricted from providing certain services to, or forming business relationships with, other audit clients of any member firm of Deloitte, or their subsidiaries or affiliates, which do not fall into the categories listed in this clause, including listed and unlisted audit clients.

As a public accounting company our independence with respect to our clients is of extreme importance. The consultant may be subject to an independence inspection and testing by designated Partners/Directors or managers and as part of this inspection the consultant may be required to make available personal documentation including, but not limited to, GIMS records, tax returns, broker notes, investments, bank statements etc, for yourself, your spouse (or spousal equivalent) and dependents. In addition you are required to complete an Independence Declaration (covering the period of your contract) or at least once annually within the time specified by the company. In the declaration you are required to declare that to the best of your knowledge you have complied with the Deloitte Independence Policies and that you know of no issues that would compromise independence. By signing this confirmation of employment you acknowledge that failure to complete the Independence Declaration will lead to disciplinary action. The consultant is further required to familiarise

himself / herself with the company's Independence Policy and compliance therewith is a material condition of employment.

- 17.2 The Securities & Exchange Commission (SEC) in the USA governs all independence requirements for companies that are listed on USA Stock Exchanges. In terms of the Public Company Auditors Oversight Board (PCAOB) in furtherance of its authority and responsibilities under the Sarbanes-Oxley Act of 2002, any person employed by an accounting and auditing firm is required to provide co-operation and compliance with any request for testimony, information or documents. Further information on the PCAOB may be obtained from Accounting & Auditing – Technical department.

18 DOMICILIUM AND NOTICES

The consultant selects the address as reflected in item 2 of the Assignment Schedule at which all notices may be given to him/her and legal processes may be served upon him/her.

19 NON-ASSIGNMENT

This agreement is personal to the consultant and the consultant shall not be entitled to assign, transfer, alienate or otherwise dispose of all or any of his rights and/or obligations under this agreement.

20 DISPUTE RESOLUTION

- 20.1 Any dispute arising out of or in connection with this agreement or the subject-matter of this agreement including any dispute concerning:

20.1.1 the interpretation and effect of this agreement;

20.1.2 the parties' respective rights or obligations under this agreement;

20.1.3 the breach, termination or cancellation of this agreement or any matter arising out of its breach, termination or cancellation;

shall be decided by arbitration as set out in this clause 20 and this clause shall survive the termination of this agreement.

- 20.2 The parties shall agree on the arbitrator. If agreement is not reached as to the identity of the arbitrator or if the chosen arbitrator does not accept such appointment within 10 (ten) business days after any party in writing calls for agreement then the arbitrator shall be an attorney or advocate nominated by the Law Society of South Africa.

- 20.3 The parties shall endeavour to ensure that the arbitration is completed within 30 (thirty) business days after notice requiring the claim or deadlock to be referred to arbitration is given.
- 20.4 The proceedings in the arbitration shall as far as practicable take place in private and be kept confidential.
- 20.5 The arbitration shall be governed by the South African Arbitration Act, No 42 of 1965, as amended, or any replacement Act.
- 20.6 An order or award that may be made by the Panel, shall be carried into effect and shall be final and binding on the parties and may be made an order of court of competent jurisdiction.
- 20.7 The costs of arbitration will be borne by both parties equally, unless otherwise ordered by the arbitrator.
- 20.8 The parties hereby specifically agree to exclude the dispute resolution mechanisms of the LRA.

21 GENERAL

- 21.1 This agreement read together with any annexure hereto, and together with the company's Human Resource Policies and Procedures, and any of the company's other policies, procedures, codes, values, regulations, general service conditions and the like applicable to fixed term employees, as amended from time to time, constitutes the whole employment agreement between the consultant and the company. A copy of the company's Human Resource Policies and Procedures' is available from the company's Human Resources Manager and the consultant undertakes to immediately acquaint himself with the contents of such policies and procedures. If any of the provisions in the company's policies and procedures are contrary to the provisions of this agreement, then the provisions of this agreement shall prevail.
- 21.2 Neither party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- 21.3 No addition to, variation, or agreed cancellation of this agreement and its annexure shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 21.4 No indulgence which either party ("grantor") may grant to the other ("grantee") shall constitute a waiver of any of the rights of the grantor, which shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which may arise in the future.

- 21.5 Should any provision hereof be held to be illegal, invalid or unenforceable for any reason, then such provision shall be deemed to be pro non scripto, but without affecting, impairing or invalidating any of the remaining provisions of this agreement which shall continue to be of full force and effect.
- 21.6 The termination of the consultant's employment for any reason whatsoever shall not affect the operation of any provisions of this agreement to the extent to which they confer rights or impose obligations upon the parties which are exercisable or enforceable after the termination or end date, and such provisions shall to that extent continue to be of full force and effect. The termination of the consultant's employment shall furthermore not prejudice any rights which have accrued to the parties as at the termination or end date.

