

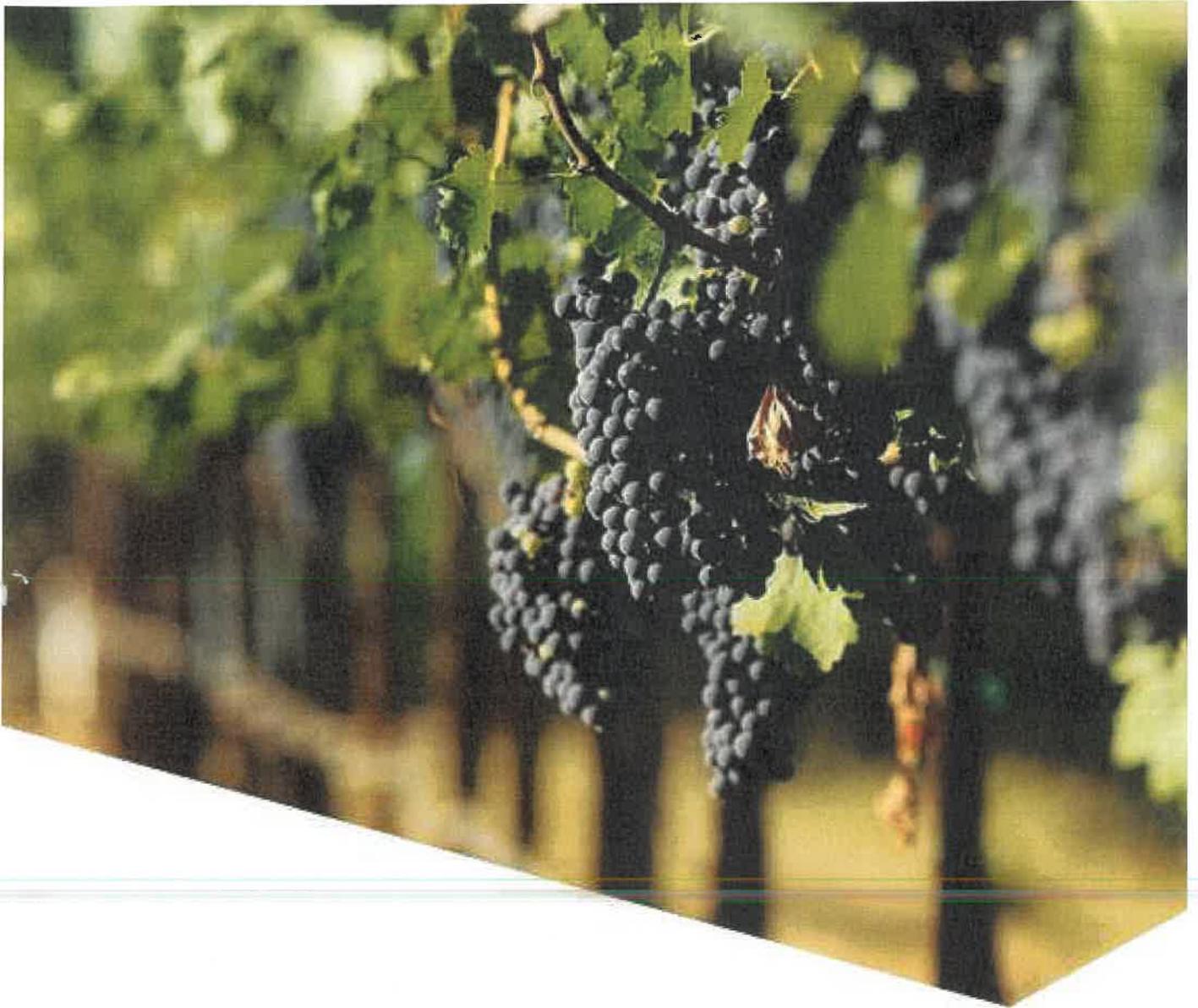


ACKNOWLEDGMENT RECEIPT OF TENDER AND QUOTATION

- 1. Q 2020/068: SUPPLY AND DELIVERY OF A3 BOARD GAMES
- 2. Q 2020/111: PRINTING, SUPPLY AND INSERTION AND DELIVERY OF A 4 PAGE, TABLOID STYLE, FULL COLOUR NEWSLETTER
- 3. Q 2020/113: ONLINE CONTINUING PROFESSIONAL DEVELOPMENT (CPD) COURSES (E-LEARNING)
- 4. Q 2020/114: SUPPLY AND DELIVERY OF WALL UNIT
- 5. Q 2020/117: FACILITATION AND DELIVERY OF VARIOUS VIRTUAL TRAINING COURSES
- 6. Q 2021/044: PROVISION OF HYGIENE SERVICES AT VARIOUS PREMISES OF THE CAPE WINELANDS DISTRICT MUNICIPALITY ON A MONTH-TO-MONTH BASIS FOR THE PERIOD COMMENCING ON 01 JULY 2021
- 7. Q 2021/045: SECURITY, PATROL AND ACCESS CONTROL SERVICES AT 46 ALEXANDER STREET, 29 DU TOIT STREET AND C/O LANGENHOVEN STREET AND BIRD STREET, AS WELL AS AT PAPEGAAIRAND STREET [FIRE SERVICES], STELLENBOSCH ON A MONTH-TO-MONTH BASIS FOR THE PERIOD COMMENCING ON 01 JULY 2021
- 8. Q 2021/046: SECURITY, PATROL AND ACCESS CONTROL SERVICES AT 51 TRAPPES STREET, WORCESTER ON A MONTH-TO-MONTH BASIS FOR THE PERIOD COMMENCING ON 01 JULY 2021
- 9. Q 2021/047: SECURITY, PATROL AND ACCESS CONTROL SERVICES AT 194 MAIN STREET, PAARL ON A MONTH-TO-MONTH BASIS FOR THE PERIOD COMMENCING ON 01 JULY 2021
- 10. Q 2021/049: SHORT-TERM INSURANCE BROKER FOR DIRECTORS AND OFFICERS
- 11. Q 2021/051: MEDIA BUYING SERVICES FOR THE PROVISION OF TIME/ SPACE ON DIGITAL AND RADIO BROADCASTING MEDIA PLATFORMS
- 12. Q 2021/056: REVIEW THE ANNUAL FINANCIAL STATEMENTS AND PROVIDE THE CAPE WINELANDS DISTRICT MUNICIPALITY WITH ADVICE

I Lorna van Niekerk hereby acknowledge receipt of the following original tender and quotation documents:

Received by [Signature] Date 01/09/2021



Cape Winelands District Municipality

Short-Term Insurance Broker for Directors and
Officers

Bid No: Q 2021/049

Table of Contents

Executive Summary	3
The Value of Aon by your side	5
Solution Lines.....	6
Client promise and our integrated approach to risk.....	7
Proposed Transition Plan.....	8
Risk Finance and Alternative Risk Transfer Strategy	16
Structured Insurance Solutions.....	18
Physical Risk Management.....	34
Our Proposed Team.....	49
Proposed Service Plan Example:	51
Remuneration.....	52
Conclusion.....	54

Annexure 1: Tender Document

Annexure 2: Pricing and Insurer Details

Annexure 3: Company Profile

Annexure 4: B-BBEE Certificate

Annexure 5: FSB, FIA and IRMSA Certificates

Annexure 6: Tax Clearance Certificate and Central Supplier Database

Annexure 7: Sample Client Service Agreement

Annexure 8: Disclosure Agreement

Annexure 9: Special Conditions - Terms of Business Agreement

Annexure 10: Company Registration Documents & Board Resolution

Annexure 11: Contactable References

Annexure 12: Directors Details

Annexure 13: Lease Agreement for Servicing Branch Service Team

Annexure 14: Bank Letter

Annexure 15: Service Team

Annexure 16: PI, FG & POPI Letter

Annexure 17: Letter of Good Standing

Annexure 18: Claims Manual

Executive Summary

Aon South Africa (Pty) Ltd (hereinafter "Aon") is pleased to be invited as an insurance broker to Cape Winelands District Municipality in the provision of Short Term Insurance Broking and Risk Advisory Services. We thank you for the opportunity to present our credentials to you. We have prepared this report based upon the information provided in the RFP.

Aon is committed to long-term strategic client relationships providing proactive, cost effective advice and solutions. Our objective is to establish one approach and practice that increases our leverage with the insurance market in Africa and elsewhere. Our sole aim is to reduce the cost of risk for our clients without compromising cover.

Summary of Aon's Strategic Capabilities

- **Our BBBEE credentials** are unsurpassed. Aon are "A" rated, a level 2 contributor as well as a value adding enterprise which will entitle you to claim procurement at 125% of your spend through us.
- **Risk Partnership approach** – At Aon, the relationship that we have with our clients is far more than just transactional. We would like to develop a risk partnership with your organisation, based on regular, planned contact. This will allow us to be aware of the respective needs and expectations in order to facilitate future planning and enable us to shape our offering accordingly.
- **Short-term Insurance Broking** – Cape Winelands District Municipality is a dynamic and exciting company and we would be privileged to represent you in the insurance market. Importantly, given the volume of global premiums we manage, together with our specialist global broking units, Aon is unrivalled in terms of pricing and coverage that we can obtain for you on all classes of insurance.
- **Long-term stability of pricing and capacity** – Our strategy is to work with you through the middle path of the peaks and troughs of the insurance cycle and to smooth the impact of adverse developments in order to create stability and predictability for you.
- **Benchmarking Data** – Aon has developed a benchmarking process that enables clients to better understand their potential exposures. Utilising a database of current Aon clients, our benchmarking analysis is able to provide detailed peer group studies on limits, retentions and rates on a global basis. In addition to providing our client with a valuable tool in helping to determine appropriate limits and retentions, the Aon placement team is able to leverage this knowledge to obtain best-in-class rates.
- **Claims Management** – Our central purpose is to ensure prompt and efficient handling of all claims with your image and reputation in mind. We are proud of our proven record of efficient servicing of this crucial aspect of your policies.

Aon has the capability of producing claims statistics and reports, which you may require. In addition, we can provide loss trends and forecasts, which will assist you, both in implementing additional risk control measures where trends indicate the necessity, as well as assisting in determining any possible self-insurance levels and insurance programme structures.

- **Approach to Optimising Risk Finance** – Our offering includes the Risk Financing Decision Platform (RFDP). This assists in the efficient deployment of capital for risk by providing a framework upon which to evaluate optimal program alternatives, understanding risk bearing capacity as a dynamic driver of corporate risk financing strategy and quantifying the impact of the economic environment on your risk bearing capacity. Our insurance program design and structure will be aimed at minimising the total cost of insurance to you without compromising cover.

Risk Surveys – We provide pre- and post-loss property solutions that address a client's property risk holistically and with a long-term view toward measurable results. Our best-in-class property risk control goes beyond hazard and risk identification and includes keen awareness of changing codes and regulations, innovative risk mitigation strategies, property and business interruption valuations, fire protection engineering and access to proprietary data management solution.

- **Client Promise and our Integrated Approach to Risk** – 'The Client Promise' is Aon's globally consistent value and service delivery methodology that ensures every client receives the best customised risk advice and brokerage services in the industry.
- **Service Team** – Our dedicated account team is committed to providing you with an excellent quality of service. By means of The Aon Client Promise Scorecard and customised Key Performance Indicators, we review with you our performance, accomplishments and value delivered. This provides you with the means of auditing our work to determine that we are delivering on our promises.
- **Value Added Services** – There are other value-added services available to you such as training initiatives at operational and executive levels and risk management forums and seminars.
- **Client Service Agreement and Terms & Conditions of Business** – Attached are copies of our standard Client Service Agreement and Terms & Conditions of Business which form the contractual basis on which we accept appointments from our clients is available on our website www.aon.co.za

Aon Fee Breakdown

Fee transparency

Aon has mandated that our clients must be made aware of all the commissions we receive.

We commit to full and open disclosure leading to a totally transparent declaration of earnings in order to create a long-term partnership of trust and respect.

We believe we can deliver real value to your organisation through a co-ordinated programme based on your specific needs. We look forward to presenting our solutions to you.

The Value of Aon by your side

Aon Beauty in Numbers:

500
global offices

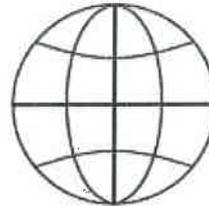
120
countries in which
Aon operates

50 000
Aon colleagues
around the world

12
local offices

8
local provinces in
which Aon operates

700
Aon colleagues
in South Africa

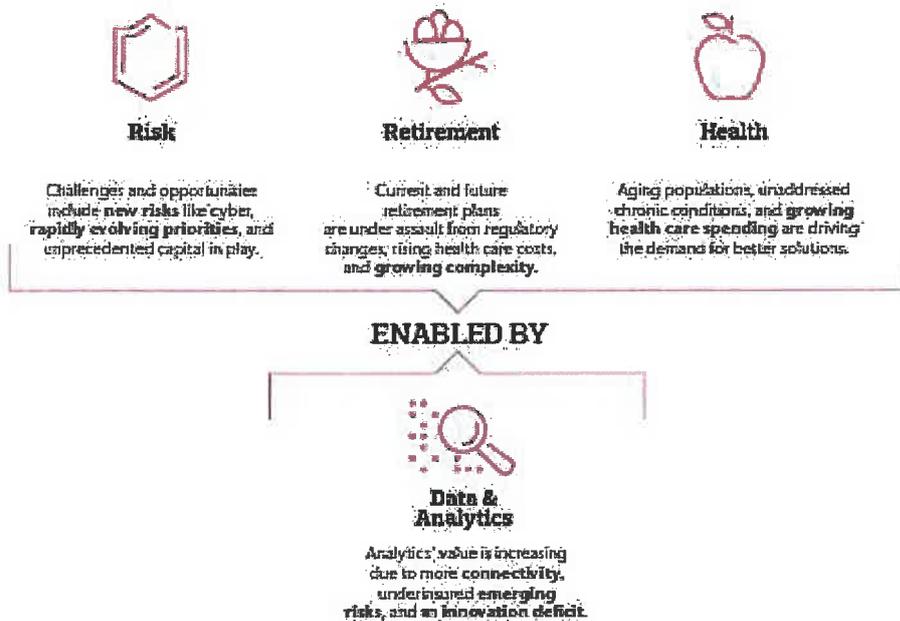


The reality is that the aggregate level of risk in the world today is increasing. Not only is the level of risk going up, but the complexity of risk is going up.

It's the rally call of why clients, more than ever, need an Aon expert broker by their side. The power of Aon really comes to life when we take our global capability, and experts from across all geographies, and we deliver it very locally in South Africa.

'By your side' is about letting you know that you have some of the greatest minds and experts in our industry, banded together around the world, with unique skills and capabilities to help you succeed, help you recover and help you thrive. We are here to help you grow in another day. That's really the life blood of what we do.

Delivering expertise, advice and solutions with full transparency and choice on:



Solution Lines

Aon delivers risk management, advice and solutions across the full spectrum of short term insurance solutions as documented below:



Risk

- Property and Casualty
- Risk Assessment and Advisory
- Cyber
- Directors and Officers Liability
- Trade Credit and Political Risk
- Terrorism and Crisis Management
- Captive Management
- Affinity Programs
- Claims Advocacy, Administration, and Consulting
- Technology Solutions
- Merger and Acquisition Advisory
- Private Risk Management
- Industry-specific Solutions
- Insurance and Reinsurance Placement
- Catastrophe Management
- Emerging Risks
- Treaty Reinsurance Broking
- Facultative Reinsurance Broking
- Capital Markets and Financial Advisory
- Analytics and Technical Services
- Claims Management
- Catastrophe Bond
- Contingent Capital
- Aon Client Treaty
- Capital Raising
- New Company Formation
- Merger and Acquisition Deals
- Talent Assessment and Selection
- Culture and Engagement
- Leadership Development
- HR Effectiveness
- Compensation Consulting
- Performance Benchmarking & People Analytics



Retirement

- Retirement Strategy and Benchmarking
- Retirement Plan Design
- Actuarial Services
- Pension De-Risking
- Governance
- Legal Consulting
- Fiduciary Consulting
- Institutional Investor Solutions
- Individual Investor Solutions



Health

- Health and Benefits Brokerage and Consulting
- Global Benefits Consulting
- Executive Benefits
- Expatriate Consulting
- Health and Welfare Administration
- Executive Benefits
- Aon Active HealthExchange™
- Aon Retiree HealthExchange™
- Aon Individual Exchange
- Advocacy Services
- Compliance Services



Data & Analytics

- Insurance Placement
- Information Repository
- Capital Modeling Platforms
- Catastrophe Model Development
- Rating Agency Advisory
- Market Analysis
- Reinsurance Advisory
- Commercial Actuarial and Analysis
- Global Risk Mapping
- Catastrophe Accumulation Analysis
- Carrier Claims Performance
- Carrier Appetite
- Underwriting Risks
- Product Development
- Association and Consumer Insurance Solutions

Client promise and our integrated approach to risk



'The Client Promise' is Aon's globally consistent value and service delivery methodology that ensures every client receives the best customised risk advice and brokerage services in the industry:

1. A focus on optimising your total cost of insurable risk.
2. A program designed entirely around your needs.
3. A dedicated team and a world of resources.
4. Local access to the best markets in the world.
5. Constant investment in new ideas and solutions.
6. The strength of the world's leading broker on your side.
7. Powerful benchmarking.
8. Industry leading service wherever you need it.
9. Your feedback drives our performance.
10. Open and honest dialogue about the value we add to your business.

Proposed Transition Plan

Stage	Task	Aon	Cape Winelands District Municipality
Discover and Develop	Introduction of Cape Winelands District Municipality Aon team	✓	✓
	Discuss insurance process / expectations / protocols	✓	✓
	Agree timelines and deliverables in accordance with Cape Winelands District Municipality objectives	✓	✓
	Identify and agree information required and how best to obtain same	✓	✓
	Agree tasks and persons responsible	✓	✓
	Discuss and finalise Aon Client Service Agreement	✓	✓
	Undertake hand-over meetings with current insurers	✓	
Deliver	Run Insurable Risk Profile workshop	✓	✓
	Compile and circulate Gap Analysis Report	✓	
	Review of risk profile. Determine your risk appetite and risk tolerance for deductibles and overall limits	✓	
	Undertake benchmarking	✓	
	Policy wording analysis	✓	
	Claims modelling	✓	
	Agree conceptual insurance programme design and preliminary budget	✓	✓
Deliver – Design	Discuss and agree insurance markets to be approached and marketing strategy	✓	✓
	Design policy coverage taking risk profile and other information into account	✓	
	Prepare underwriting submission / risk prospectus in agreed format and include draft policies	✓	
Deliver – Execute	Circulate and obtain Cape Winelands District Municipality sign-off on underwriting submission	✓	✓
	Commence local and overseas marketing / presentation as necessary in accordance with marketing strategy	✓	✓
	Negotiate insurance quotations / options	✓	
	Provide first status report	✓	
	Review Gap Analysis following insurer negotiations	✓	✓
	Provide final report on market negotiations	✓	
	Obtain formal instruction from Cape Winelands District Municipality team on programme to be placed	✓	✓
Place insurance programme	✓		
Confirm placement and provide signed placing slips	✓		

Stage	Task	Aon	Cape Winelands District Municipality
Deliver and Review	Post Insurance and Claims Manual on website	✓	
	Conduct Claims Management workshop and agree claims protocol (approved Loss Adjusters to attend)	✓	✓
	Obtained signed policies	✓	
	Send original policies to the Cape Winelands District Municipality team and post copies on website	✓	
	Conduct insurance information presentations to Cape Winelands District Municipality operations	✓	✓
	Manage claims – per detailed Claims Manual	✓	
	Provide ongoing advice / technical services as required	✓	
	Co-ordinate risk surveys	✓	
	Agree scheduling of regular contact meetings	✓	✓

Below we detail how our Client Promise impacts on our integrated approach to risk.

Aon will take a two-stage approach to reviewing all your insurance covers:

- **Stage 1** will be an enterprise risk management approach to your key risk exposures.
- **Stage 2** will be our 'Discover, Develop, Deliver, Review' approach to insurance.

Stage 1: Our service approach

In parallel with your Enterprise Risk Management (ERM) approach process, we would enable you to take a high-level view of risk and ensure that the decisions you make as a business not only support the overall corporate strategy but are also understood in the context of the overall risk profile of the group. The process that we outline below will build upon and enhance the work that you have already undertaken in the area of risk identification and management and ensure cohesive thinking across the group in relation to risk issues.

What does it involve?

Gap Analysis

The first stage in the process would be to undertake a gap analysis, the purpose of which is to develop a benchmark of ERM maturity for sites of operation. The ERM GAP analysis uses a COSO / ISO 31 000 aligned structured methodology. Surveys are completed at executive, management and operational levels and outcomes of the assessment include a structured report that provides results aligned to actual and ambition levels for Enterprise Risk Management across the organisation. This initial gap assessment leads into the following process:

Detailed Risk Analysis: We analyse risk from an integrated perspective, exploring risk inter-relationships within the organisation.

To achieve this, it is critical to identify, prioritise and quantify your business risks and link them to operational and financial metrics. Risk response solutions are developed and implemented within the prevailing / prerequisite risk governance framework in order to ensure seamless risk management and risk governance practices.

Risk Identification and Prioritisation: By using surveys, interviews and workshops, involving key personnel from your organisation, we review existing data such as risk steering committee notes, financial documents and other key reports. This may lead, for example, to an increased role for your captive insurance vehicles in providing options for risk transfer not available in the traditional insurance markets.

Risk Assessment and Quantification: Our risk analysts enhance the ranking of key risks through quantification of potential impact, linked directly to financial performance. We develop risk models for virtually all types of operational and insurable risks and continually evaluate risk interdependencies. We also work with you to define the risk appetite level of the organisation and assess risk retention strategies.

Risk Response and Management: Response time and response management is a vital component of ERM. The more effective the response to a risk, the greater the mitigating effects are to the entire organisation. Ensuring that a risk owner is willing to and capable of managing both risk and opportunity is key to developing a sustainable risk strategy.

Risk bearing capacity

Evaluating an organisation's risk appetite is an integral part of any Risk Management framework. Risk Bearing Capacity is an objective measure of risk appetite, defined as the measure of financial capacity to sustain larger-than-expected losses; the amount of loss the company can bear over and above the planned / budgeted risk-related costs. Any corporate retention strategy should be examined in the light of its risk appetite.

The key advantages of our ERM approach

These may be summarised as follows:

- Enables you to define your objectives in the area of risk management and assign key performance indicators to measure progress against defined targets.
- Enables you to take fact-based decisions in relation to other risk management areas such as business continuity planning.
- Assists in the successful modelling of your corporate risk register by ensuring that you are focusing on priority areas.
- Assists you to eliminate costs by reducing waste and eliminating any areas of duplication. Increases your competitive advantage by turning potential risk areas into opportunities for example by involving your captive in other areas of risk financing.
- Improving operational and financial-performance and efficiency.
- Improving strategic decision-making.
- Enhancing capital allocation.

- Ensuring regulatory and procedural compliance.
- Providing transparency for investors, rating agencies and stakeholders.

Stage 2: Our insurance strategy approach

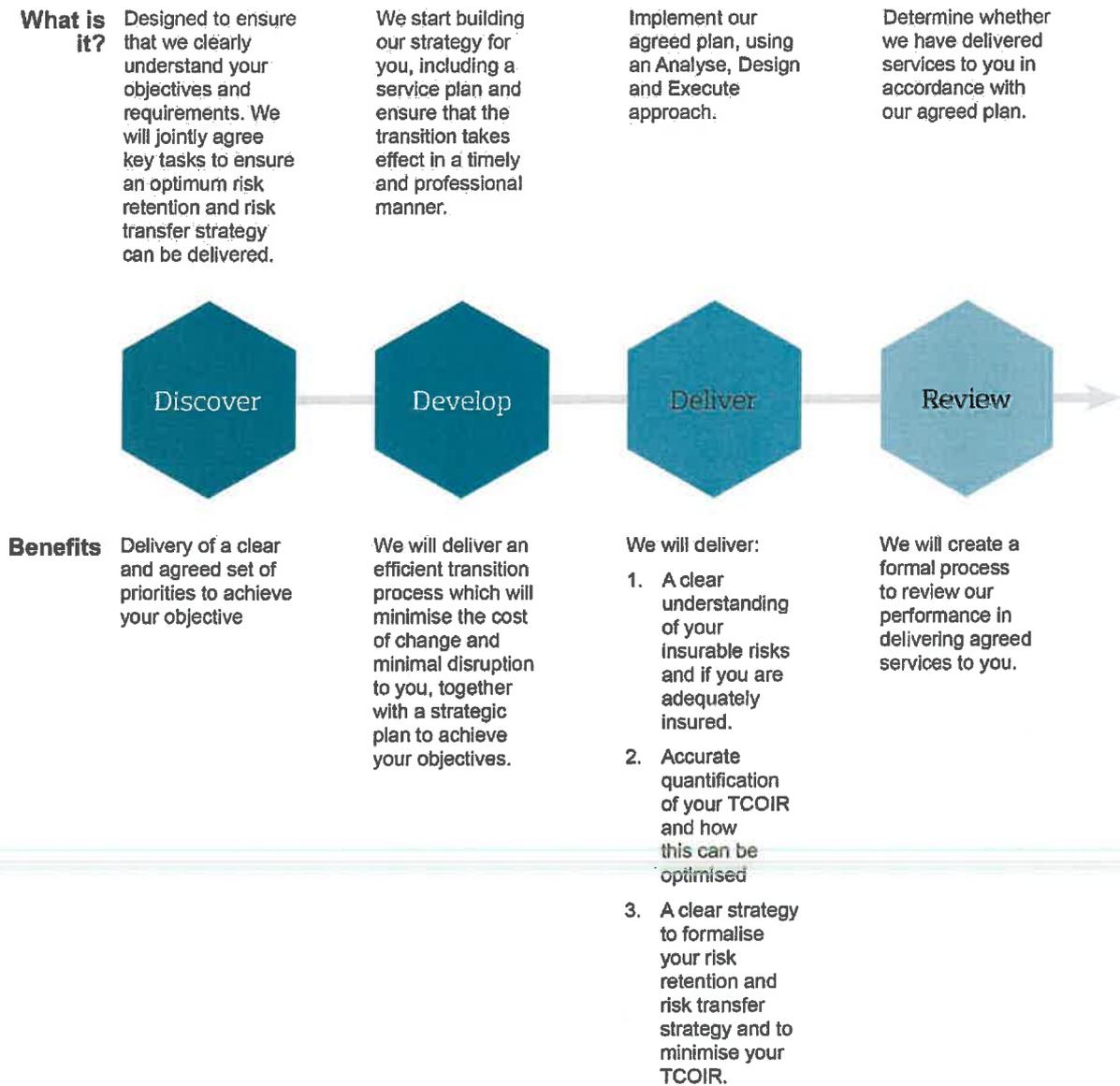
The framework for our service delivery is referred to as the Aon Client Promise and is expanded upon throughout the report. The ultimate goal of the Aon Client Promise is reducing your Total Cost of Insurable Risk (TCOIR). You will have greater ownership and control of the final outcome with the opportunity to sell your real (rather than perceived) risk to markets in a timetable that allows the opportunity to consider all options.

The process integrates insurance placement with analytical skills to assist you in financing your insurable risks in the most cost-efficient manner.

Our approach provides strategic advice and input through structured processes, which will serve as a tool to allow you to make informed decisions about your optimal risk-financing program by applying analytical rigor in answering the following questions:

- What is your Total Cost of Insurable Risk (TCOIR)?
- How much insurable risk should be retained?
- How much insurable risk should be transferred?
- What is the optimal balance between retained risks and transferred risks?

The key steps involved in our service delivery are summarised in the diagram below.



The Discover Stage

The following key steps are incorporated into this stage of our strategic plan for Cape Winelands District Municipality:

- Building a customised Aon Client Promise Plan starts with a deep understanding of your business.
- The Aon Client Promise survey helps:
 - Understand and agree your key priorities and business needs;
 - Identify which elements of the Aon Client Promise are significant to you.

The Develop stage

The following key steps are incorporated into this stage of our strategic plan for Cape Winelands District Municipality:

- Preparation of a tailored Aon Client Promise Plan.
- A detailed understanding of your priorities and risk situation drive a jointly prepared, customised and value-oriented plan.
- The Plan is a working document and is the central vehicle during all client communications.

The Deliver Stage

There are three key steps in our delivery for Construction Industry Development Board: Analyse, Design and Execute.

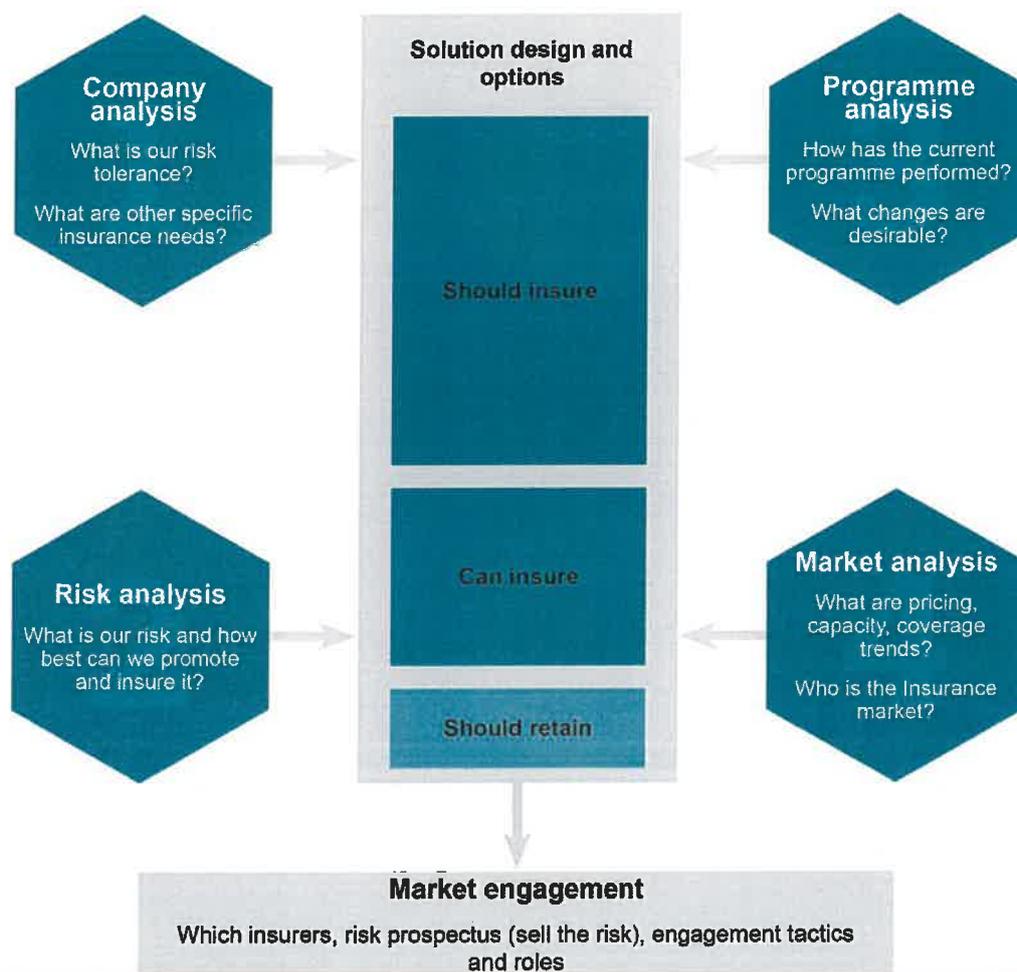
Firstly, we **analyse** your insurable risks and seek to understand your ability to retain risk and your appetite for risk. This step is critical in ensuring that we assist you in determining which risks you choose to insure versus self-insure.

The **Design** step of our strategic plan ensures that we take into account all of the outputs of our analysis to make certain that optimum risk retention and risk transfer strategy is developed.

The **Execute** step involves the design and management of the insurance marketing program (developed in conjunction with you), negotiation with preferred markets and implementation of the agreed insurance program.

Analysis

- **Risk profiling** – a profile of the major insurable risks and applicable control regimes.
- **Total Cost of Insurable Risk (TCOIR) analysis** – calculates your TCOIR (retained losses, plus premiums, plus risk management costs) and establishes a benchmark to be monitored going forward.
- **Risk tolerance and risk appetite analysis** – consideration of quantitative and qualitative factors, which will influence your ability to retain insurable risk.
- **Loss modelling** – quantification of expected losses (and volatility) based on various retention levels.
- **Benchmarking** – Benchmarking your existing TCOIR, retention levels, limits of liability and scope of insurance coverage.
- **Insurance program cost comparison** – a “Cost / Benefit” analysis of your program, which weighs up the potential for increased losses (under deductible) eroding any premium discount which may be obtained from taking a higher deductible.



Design

- **Insurance program structure and coverage** – establishes what and how much risk will be transferred to insurance markets, the structure of the insurance programs and limits of liability to be purchased. This plan will also include your preferred insurers, including the preferred level of security, relationships with insurers that should be built, maintained, ceased or reduced, as well as coverage and claim issues.
- **Risk retention plan** – addresses the most efficient way for you to deal with retained risk.
- **Risk financing workshop** – the options developed and you creating a bridge with the company's corporate governance systems review actions agreed.
- **Future planning** – identification of possible future risk financing strategies to be investigated.
- **Preparations of underwriting submissions** – collect and collate all relevant data to provide insurers with a comprehensive understanding of the risks to be covered, including draft policy wordings. All of which will be reviewed and approved by you.
- **Develop marketing strategies and underwriter presentations** – determine the most effective methods of creating competitive tension whilst taking into account your preferences. Underwriter presentations conducted to differentiate real versus perceived risks.

Execute

Implementation of the Risk Transfer and Risk Retention plans involving the following:

- **Marketing presentations** – following the design phase, presentations will be made by Aon and yourselves to insurers, as appropriate, in accordance with your requirements.
- **Evaluate preliminary market response** – you will be continually updated on market response to ensure that there are no last minute surprises.
- **Develop and present program options** – Aon will fine-tune various options in line with the risk financing strategies agreed with you.
- **Final negotiations with preferred markets** – Aon will finalise negotiations with preferred markets.
- **Place cover** – after presentation of renewal recommendations to you, Aon will seek instructions and place cover accordingly.
- **Issue policy documentation and invoicing** – within an agreed time frame, Aon will provide you with invoices, policy documentation, insurance and claims manuals.
- **Day-to-day service** – in accordance with the service agreement, Aon's service will be all encompassing on a 24/7 basis and will include general queries, contract reviews and any developments or changes which may affect the insurance program.
- **Management of claims / incidents** – claims will be managed in a timely and professional manner until finalisation, including the provision of advice and recommendations to you. All open claims will be reviewed on a periodic basis.
- **Ongoing review of market conditions** – as part of our service, Aon will provide you with regular updates on market conditions, including insurer security issues, in order to assist with future budgeting.
- **Periodic strategy meetings** – these meetings are important in order to learn of any changes in your business operations, to provide you with general information including changes in legislation and any issues in the insurance marketplace and to review Aon's performance.
- **Risk management initiatives** – look at risk management issues including property surveys etc.

The review Stage

How do we execute this step? The review stage includes the following tasks and activities:

- Involves discussions with you around the value that Aon has delivered during the year.
- Aon Client Promise review – at the end of the year, the review is used to assess Aon's performance against your objectives and Client Promise.

This includes:

- Your rating of Aon's performance against each element of the Client Promise.
- Separate section with specific metrics related to each Client Promise element.
- "Value" section to facilitate discussion of the value Aon has delivered to you.

Risk Finance and Alternative Risk Transfer Strategy

Aon will assist you in developing a comprehensive risk management framework so as to inspire enterprise risk management and manage total cost of risk within your organisation. This risk management framework will be used as the platform to determine organisational risk maturity, risk retention capability as well as risk appetite. The commitment to enterprise risk management (“ERM”) by yourselves provides an ideal departure point for your risk financing strategy and the practical implementation thereof.

This document summarises the proposed high level conceptual strategy in respect of risk transfer / financing as well as the analysis and modelling the financial risk retention capability of Construction Industry Development Board, not only will pure risk financing be investigated, but also the use of Alternative Risk Transfer (ART) or Risk Financing (RF).

It is important to note that a holistic approach will be followed in that all aspects of ART will be investigated, from a premium payment mechanism, to an aggregation and reinsurance facility. The proposed strategy will be based on the acknowledgement of the latter, and the strategy focuses on providing practical outcomes backed by bespoke insurance policies, procedures and international benchmarked methodology. The main objective of this proposal is to develop a strategic framework for your ART philosophy which will optimise the group retentions in respect of risk.

The key benefits of the outputs of the project will be to:

- Provide a recommended risk retention strategy from “low” to “high” risk.
- Align the risk-retention strategy with the overall corporate financial goals of the Group.
- Advise on the optimal method of capitalising / funding a Risk Financing Facility. A Risk Bearing Capacity exercise to be used as a base.
- Discuss funding premiums for optimal retention.
- Motivate a suitable structure and domicile for the Captive or other facility.

The framework developed from this study can be used as a basis to support discussion with underwriters in developing alternative programme options for future renewals and the framework itself once established can be updated annually or used to conduct scenario analysis i.e. if the market hardens and / or there is a major loss between now and renewal, we will be able to assess the impact it has on the recommendations.

Alternative Risk Transfer (ART) Overview

In times of ever more stringent regulation of the insurance industry, captives are not exempt from the scrutiny of regulators or insurance markets. At the same time, captive owners are becoming increasingly adept at understanding and managing the various risks their captives face. Accordingly, captive owners have become more confident in retaining their risks.

An Aon shadow rating provides an independent opinion on the security of policyholder claims, as well as a comprehensive view of captive risk. A shadow rating thereby helps risk managers and captive owners understand, monitor and manage captive risk. In addition, it provides a consistent platform for effective communication with third parties, such as regulators, brokers and rating agencies. Our rating approach is based on maximum transparency, ensuring the client understands the rationale behind every rating factor. This renders the Aon shadow rating an invaluable tool for risk management.

The benefits of the above include:

- Provides a comprehensive and independent assessment of captive risk based on established criteria.
- Fosters the understanding of the captive's risk profile and critical rating factors thereby supporting proactive management of the captive's risk.
- Provides a consistent basis for communicating with the parent company's management, increasing visibility of recognition of the captive within the parent company.
- Heightens management awareness of the captive's as well as the parent company's risk financing capacity.
- Facilitates negotiations / discussions with regulatory or tax authorities, brokers, rating agencies and other interested parties.

A shadow rating is a very versatile risk management tool. It addresses client issues such as:

- How do regulators, rating agencies and other third parties view the captive in terms of policyholder security and counterparty credit risk?
- What characterises a highly rated captive and what would have to be done to achieve a high credit rating?
- Is the captive's risk profile optimal with regards to required capital or is there potential for excess capital to be released for other uses?
- Preparation for and support with an interactive rating by a recognised rating agency such as AM Best, Standard & Poor's, Moody's or Fitch Ratings.
- Manage parent company's expectations with regards to risk transfer and captive's risk bearing capacity.
- Plan retention levels and assess the potential impacts on the captive, as well as the parent, in order to avoid unexpected consequences in the event of adverse developments.

A shadow rating aims to provide a holistic view of captive risk in order to determine the security of liabilities to policyholders. Specifically, the following questions will be addressed:

- What is the risk profile of the captive?
- What are the critical rating factors for the captive under consideration?
- What is the overall risk bearing capacity of the captive?
- How much capital does the captive need to effectively support the risks assumed?
- How much capital is required to support risks under various scenarios?
- What measures can be taken to proactively manage risks in the captive?

The review begins by analysing the relationship between the captive and its parent to determine the degree of parental support the captive can expect. The following steps involve a detailed analysis of qualitative and quantitative captive risk. Emphasis is given to quantitative underwriting as well as asset risk. Required capital is then compared to capital available.

Structured Insurance Solutions

Structured insurance describes a range of solutions that can assist companies in the financial management of their business by drawing upon methodologies from the insurance and the banking sectors.

It is used to manage complex or difficult risk exposures, which are often uninsurable economically in the mainstream insurance market.

Interest in structured insurance solutions is usually driven by the following trends in the traditional risk transfer market:

- Substantial increases in retentions.
- Substantial increases in premiums.
- Capacity shortfalls.
- Coverage limitations.
- Inadequate mainstream market response.

Structured insurance programmes are tailored to specific individual circumstances and their structure, components and operation will be the subject of bespoke analysis and design, to align product specification with client requirements.

Organisational considerations in respect of ART

It makes sense to consider all options for risk financing. There are costs and benefits associated with each approach. These need to be weighed and compared in light of an organisation's strategic risk policy. The spectrum of options divides into:

- **Retention** – internal sources of funds.
- **Transfer** – external sources of funds e.g. insurance.
- **Hybrid** – internal / external sources of funds.

Key matters to think about are:

- Financial criteria – net present value, time-adjusted rate of return, budgeting goals.
- Other criteria – legality, continuous operation, stable earnings, growth, humanitarian concerns.
- Integrating organisational, financial and risk financing objectives.
- Ease or difficulty of implementing the chosen techniques.
- Establishing fund sources, drawing on fund sources, allocating costs, technical decisions, and managerial decisions.
- Monitoring to ensure implementation, to achieve planned results and to adapt when appropriate.

Risk Appetite

Risk appetite is a complex concept and must influence the risk financing options and risk retention and transfer levels.

The entity's risk appetite guides resource allocation. Management allocates resources across business units with consideration of the entity's risk appetite and individual business units' strategy for generating a desired return on invested resources. Management considers its risk appetite as it aligns its organisation, people and processes, and designs infrastructure necessary to effectively respond to and monitor risks.

Risk appetite:

- Enables an improved consistency of decision making at all levels through improving risk/return understanding.
- Provides a framework for knowingly taking risk within defined boundaries.
- Improves the ability of the Board to challenge recommendations of management by providing a benchmark of what level of risk is defined as acceptable.
- Derives real value from the assessment of risk over and above compliance purposes.

The risk appetite decided upon should be formally considered as part of the setting of business strategy, with investment plans, acquisitions, divestments and other strategic decisions reviewed against it as they arise.

As risk appetite is unlikely to be reduced to a single measurement, an organisation needs to decide on the key measurements of risk that are best aligned to its business objectives. In most cases risk appetite will be defined by a mixture of quantitative and qualitative elements.

The key determinants of risk appetite are as follows:

- Investor/shareholder preferences and expectations.
- Expected business performance (return on capital).
- The capital needed to support risk taking.
- The culture of the organisation.
- Management experience along with risk and control management skills.
- Longer term strategic priorities.

The formulation of the risk appetite is typically closely aligned to the strategic planning process, and as such is something that is reviewed by the Board and management at least annually.

Risk Bearing Capacity

Evaluating an organisation's risk appetite is an integral part of any Risk Management framework. Risk Bearing Capacity (RBC) is an objective measure of risk appetite, defined as the measure of financial capacity to sustain large-than-expected losses: the amount of loss the company can bear over and above the planned / budgeted risk-related costs. Any corporate retention strategy should be examined in the light of its risk appetite.

Our approach consists of comprehensive modelling, which analyses the current financial data in order to obtain a valuable survey of the financial structure and the evolution of the key ratios. These are then projected forward by the incorporation of mid-term business plan (if available) together with estimates from analyst reports. From this we can assess the financial sensitivity of the company in order to:

- Define what level of risk generates a sustainable impact.
- Gauge above what level the risk has to be transferred to third parties.
- Identify the most sensitive ratios requiring protection. The results differ widely from one company to another as they are governed by various parameters: financial structure, debt ratio, liquidity ratio, investors' perceptions, operating margin, covenants, rating, etc.

Ideally, this analysis would be performed not only at company level but also at business unit or profit center level, since the retention capacity and the balance sheet reactions can be very different, depending on the financial specifics of each entity.

Aon can calculate a RBC for you, with methodology that is based on the financial performance of Cape Winelands District Municipality over financial years.

It must be stressed that the RBC methodology is not an absolute science and only provides a "departure point" for discussion and further development as the RBC "formula" presented is basic and should be developed with you. The RBC table uses the available published financial statements of Construction Industry Development Board

The RBC can be defined as the ability of a company to withstand financial losses without breaching key performance objectives and thresholds.

Self-Insurance (Funded and Unfunded)

Unfunded self-insurance tends to be used for low severity / low frequency risks. No special fund or budget is set aside. Where losses occur, they are paid out of current operating costs.

Funded self-insurance tends to be for low severity / high frequency risks. High frequency brings the advantage of predictability and an ability to budget for the cost of losses. A dedicated fund may be set up (referred to in the past as an aggregate) and sums of money are set apart periodically from the income of the organisation and allowed to accumulate in order ultimately to pay off losses or claims as they arise.

Deductible Options

In some cases, policyholders voluntarily choose to have a very high level of deductible, possibly several hundred thousands of Rands or more. This is an effective way to avoid “rand-swapping” that can result in cases of higher frequency claims – with the cost of this year’s claims (plus the insurer’s administration costs) effectively being clawed back by adding to the premium in subsequent years. Steps in reaching a decision on deductible include:

- Settling on an appropriate deductible level (see Risk Appetite above as well as APR).
- Analysis of past loss records (preferably for 5 years or more) by applying the proposed deductible in retrospect to see a “what if” situation.
- Factor in incentives for the organisation’s loss control activities, especially if deductibles are charged to operating or service departments.
- Consider the cost of risk management administration such as handling claims. Cost and availability of outsourced services may be relevant.
- Is the deductible to be funded or unfunded?
- Consider the effect of “aggregate” losses even if single incident deemed within capacity of business, the effect of multiple losses must be considered.

Risk Financing Facilities

- **Single Parent Captive** – is an insurance or reinsurance company formed primarily to insure the risks of its non-insurance parent or affiliates.
- **Association Captive** does a trade, industry or service group for the benefit of its members own a company.
- **Group Captive** is a company, jointly owned by a number of companies, created to provide a vehicle to meet a common insurance need.
- **Agency Captive** is a company owned by an insurance agency or brokerage firm, so they may reinsure a portion of their client’s risks through that company.
- **Rent-a-Captive** is a company that provides captive facilities to others for a fee, while protecting itself from losses under individual programs, which are also isolated from losses under other programs within the same company. This facility is often used for programs that are too small to justify establishing their own captive.
- **Protected-Cell Captive** similar to rent-a-captive, PCCs have core capital, but, unlike the traditional rent-a-captive, have “segregated” cells for each user. The assets and liabilities of each user are legally separated from those of the other users under the terms of the protected-cell legislation of the domical.

Reasons for and against an organisation forming a captive insurer

Attractions of captives include:

- For high frequency predictable risk, losses are paid but insurer’s overhead and profit are avoided.
- Underwriting cash flow is retained rather than paid up front to insurer; insurance premiums saved.
- Opportunity to obtain direct benefits of risk control actions.
- Conventional insurance is still an option as supplement.
- Provides direct access to reinsurance market which has lower costs than primary insurer.

- Reinsurers may give a better premium reduction than primary insurers for variations in risk retention levels.
- There may be offshore benefits of low taxation and infrastructure.
- For prestige and enhancement of role of risk manager.

Negative aspects include:

- Governance concerns when appearance of transfer masks risk retention.
- Tax benefits have been much eroded e.g. In USA, only premium payments to captives with substantial third-party business are tax deductible.
- New developments such as protected cell captives are not fully tested.
- Narrowness of portfolio of exposures.
- Costs of establishment and operation.
- Reliance on outsourcing e.g. Fronting by direct market, claims handling, survey services.
- Management time spent on captive administration aspects.
- Opportunity cost of capital tied up in the captive.

A captive feasibility study would include examination of:

- Objectives.
 - Insurance and loss history of parent, over a five-year period.
 - Spread of exposure.
 - Operational implications of a new captive.
 - Loss control capability.
-
- Level of risk to be retained on each exposure.
 - Sufficient premium volume for captive.
 - Co-operation of direct and reinsurance markets is available.
 - Tax position and likely developments.
 - Quantitative data will include: current arrangements and related loss experience; range of exposures; projection of captive performance under various conditions; and comparison with other risk financing options.

Captive Feasibility Study

Captives and related solutions, such as cells in Protected Cell Companies have been a central part in managing the balance of retained versus transferred risk and (re)insurance market relationships within risk financing programmes for many years. Over 4,000 such companies exist, demonstrating their lasting ability to provide value to their owners. However, it requires specialist advice to determine the benefit in any particular situation and to maximise the value that can be derived.

The benefits of a feasibility study include:

- Identifies whether a captive or other methodology is an appropriate risk financing method for a company.
- Analyses the optimal captive programme.
- Determines the structure in terms of legal form, regulatory jurisdiction and capitalisation.
- Provides a detailed plan of how to implement a captive, should it be appropriate.
- Assists with setting premiums, allocating capital and developing projected financial results for the captive.
- Considers the applicable accounting, taxation and regulatory hurdles and how they should be approached.
- Serves as a benchmark against which captive performance can be measured.

The speed with which the insurance market can change has caught many organisations off guard, resulting in a reactive approach to their risk financing needs. In an attempt to redress the balance and pursue the right course of action, many organisations are looking for alternatives. An Aon feasibility study is key to understanding whether a captive vehicle may be right for your organisation and whether it can help in managing your risk financing needs. This provides the information and insight that many boards are looking for in reaching a decision as to whether to pursue a captive.

Multi-Line, Multi-Year, Multi-Trigger Insurance Programmes

Greater sophistication in risk management techniques has led to demand for an integrated approach to risk. Intense market competition has caused both buyers and sellers to look for new solutions such as multi-line, multi-year or multi-trigger products which offer integrated solutions for enterprise-wide risk management.

Advantages of a multi-line programme

- In the past, insurance policies covered one class of risk, (e.g. fire or public liability) for just one policy year. In spite of a move to many “combined” and “all risks” policies, it remains common for business policyholders to have many different insurance policies each with its own deductible, coverage limit, terms and conditions, wording and premium rate.
- Multi-line policies cover several different lines of traditional insurance risk (e.g. property, business interruption and liability) all under one insurance policy. The novel feature is that they have one overall or aggregate deductible across all lines of risk (rather than a separate deductible on each line) and one aggregate coverage limit across all lines of risk (again, rather than separate limits on each line). They have one premium rate set on an integrated basis.
- They provide a portfolio approach to deductibles – a single deductible and a single annual aggregate limit is much easier to control than a range of deductibles and aggregate limits across several separate policies.
- There are portfolio benefits to coverage in that it reduces any potential gaps in cover between separate policies.
- There are portfolio benefits to coverage limits with a multi-line policy whereas with several separate policies, a situation might arise where one policy limit is exhausted, but another remains unused.
- A multi-line policy is tailor-made for each client and there is only one renewal negotiation rather than many.

Multi-year

- Traditional insurance policies are normally issued for one year of cover. Insurers are then able to invite renewal if they wish to do so and on whatever terms they wish.
- Long term agreements of, typically, three years, commit policyholders to agree to renew a policy on existing terms. In return for this guaranteed business, the traditional insurer will allow a rating discount. The obligation is only on the policyholder – the insurer is free to break the agreement if it wishes.
- Multi-year programmes do impose an obligation on insurers for the chosen period – again this will often be three years.
- Multi-year programmes are often integrated with multi-line programmes.
- Multi-line / multi-year programmes combine the portfolio effect of spreading risk across several lines of insurance exposures with the effect of spreading it over several years. Thus, the efficiency and stability of the multi-line approach is further enhanced.

Multi-trigger

- The multi-line / multi-year idea of combining insurance and financial risk in one portfolio is most attractive to providers when the risks have low correlation or are uncorrelated. Another alternative risk financing approach that applies this idea is a multi-trigger programme.
- Traditional insurance policies operate on the happening of a single event, or trigger e.g. a fire, or the happening of an event that incurs a legal liability.
- A multi-trigger programme is structured as an insurance policy but has two or more triggers that are required before a claim is allowed.
- The second condition (or trigger) for the payment is frequently linked to a metric or index outside the influence of the policyholder, to avoid moral hazard.
- ~~The key condition under a double-trigger insurance policy is that claims are only paid if, in addition to the specific insurance event (the first trigger) occurring during the policy period, a specific non-insurance event (the second trigger) also occurs during the policy period.~~
- There should be high correlation of the second trigger variable with the policyholder's financial interests to create an effective cover.
- Multi-trigger programmes are attractive to business corporations whose earning power is heavily affected by fluctuations in commodity prices, exchange rates or interest rates. Multi-trigger programmes are especially suited to large well-capitalised corporations with a relatively high-risk appetite. Insurance risks which would usually be retained by the company, could become a severe financial problem if coupled with another diverse economic event. A hedge for the combined risk can be provided by defining a trigger which is highly correlated with the company's profits.
- The insurer (or reinsurer, if the customer is a primary insurer or a captive rather than a corporate) offering the multi-trigger programme will aim to use triggers that are uncorrelated with each other. The joint exposure is substantially different from the exposure of the individual risks. This creates a competitive advantage in pricing the products as less risk capital needs to be set aside.

Implement a structured multi-year deductible buy-down cover that

- Works like a debt-finance instrument but with bespoke, insurance accounting benefits.
- Insulates Profit & Loss account from volatility resulting from unexpected losses.
- Reduces insurance cost in case of expected loss cases.
- Caps insurance cost in case of a large unexpected loss.
- Also responds to business interruption losses that are not property damage related.
- Allows for tax deductibility of premiums.

Loss Portfolio Transfer

Loss Portfolio Transfer (LPT) can be described as the transfer of a liability carried on the balance sheet of a company, which can be a corporation or its captive insurance company.

The liability is often the future payment obligation of a retained risk, such as workman's compensation or general liability. The buyer of these liabilities is usually a reinsurer and pricing is based on the ultimate forecast of the claims adjusted for risk and timing.

LPTs are often pursued in conjunction with significant business events such as mergers, acquisitions, and a desire to eliminate loss volatility collateral issues or to address corporate structure. In addition to any underlying business reason, whether an LPT makes sense is a function of cash flow.

The principal benefits of LPTs are:

- Certainty of cost through the transfer of adverse deterioration of reserves.
- Realisation of profits if reserves can be released.
- Ring-fencing the effect of a discontinued operation.
- Ability to close a captive if all of its liabilities are removed.
- Release of collateral requirements supporting captive or self-insured programmes.
- Financial benefits through insurer discounting and / or acceleration of tax relief.

LPTs are likely to be of relevance to companies that fit some or all of the following criteria:

- A history of risk retention, either on its balance sheet or through a captive insurance company.
- A desire to clean up its balance sheet through the removal of past liabilities.
- Disposal activity that has led to liabilities from discontinued businesses.
- Significant collateral requirements that may even exceed the expected value of liabilities.
- Good quality data allows detailed analysis and the negotiation of competitive pricing.

It is possible to transfer all or part of a historical loss portfolio depending on the objectives to be achieved. This will have an impact on the pricing, residual risks and which is the most appropriate structure.

The process to achieve an LPT will encompass the following stages:

- Claims audit to minimise costs and remove uncertainty around the ultimate loss outcome.
- Identify years / risks to be transferred. An LPT could apply to all historic risks or just certain types of risk, depending upon the cost-effectiveness.
- Actuarial analysis and target pricing developed.
- Selection of appropriate reinsurance markets and negotiation of terms.
- Determination of the appropriate transfer structure (e.g. novation or reinsurance).
- Structuring, documentation and ongoing monitoring.

Residual Risks

It is unlikely that there will be a perfect match between losses actually incurred and the risk transfer options (genuine insurance transfer or some form of contractual transfer) or risk financing schemes (as described in this Guidance). Organisations therefore need an ongoing appreciation of the boundaries of their current arrangements. The risk supplier or outsourced advisor may fail, risk identification may have failed to anticipate some new development, or risk assessment levels may be wrong. In short, whether we can specify it or not, there is always a residual risk to be retained, falling outside any transfer or financing arrangements.

Loss Forecasting and Risk Analysis

The detailed quantification and modelling of the risks will allow the appraisal of the costs and benefits of all possible solutions to determine their real economic outcome. The latter typically includes:

- A statistical analysis of historical data (loss experience) and the split between recurrent and exceptional losses which, due to their nature, have different statistical behaviours.
- Utilisation of Aon data and external benchmark data where appropriate together with incorporation of various scenarios to integrate possible maximum losses and worst-case scenarios, in order to complete the statistical approach of recurrent events with possible exceptional events.
- A separate analysis of frequency and severity with adjustment of actual claims for potential future development in order to model their ultimate size. This will include the examination of both client specific and industry data to determine suitable development factors. These will be applied to the losses both in terms of the frequency and severity to take account of the effect of Incurred But Not Reported (IBNR) claims and the movement in current case reserves, Incurred But Not Enough Reported (IBNER).
- Adjustment of actual claims for claim-cost inflation / trends.
- Adjustment for changes in exposure over time and the forthcoming year.
- Fitting of a multi-parameter distribution to the empirical distribution from your combined developed and trended losses. Normal fitting techniques generally involve two parameter distributions, which may fit well to a section of the claims (for example the lower, mid-range or the tail) but are often unable to adequately fit to the whole portfolio. This is achieved by the use of the weighting of a number of distributions, for example a combination of lognormal distributions.
- Analyse the key metrics of the aggregate curve (mean, volatility and percentiles) in order to achieve a thorough and objective appreciation of the whole risk, taking into account not only the average exposures but also the exceptional ones.

- The loss forecasts will demonstrate the loss cost (and the volatility around that loss cost) that you will be likely to retain certain levels of retention.

Some of the benefits in respect of the above include:

- Calculation of the expected claims cost and the potential volatility within various retention levels.
- Comparison between retention levels in terms of expected claims and volatility.
- Examination of claims cost on a risk-by-risk basis and as a portfolio.
- Provision of an independent assessment of an arm's length captive premium.

The aggregate retained loss probability distribution would be generated for the whole risk portfolio under any desired set of risk-transfer attachment points.

Analysing the exposures on a portfolio / diversified basis would create a more realistic assessment of the capital (inclusive of the captive funds) that you would need to carry to support the retained risks. The outputs from this analysis can also be used to assist the captive in its underwriting decisions, particularly in setting premiums consistent with risk-transfer requirements.

Risk Transfer Pricing Modelling

For each line of risk, Aon would develop a premium / pricing model to assess the risk transfer cost at alternative attachment points.

Aon will develop risk transfer pricing models, which embrace "real" costings that are not simply limited to purely theoretical considerations. Actual insurance pricing is obtained for risk financing options modelled at various levels of risk retention, adding credibility to the modelling process, by incorporating a true indication of costs associated with transferring risk. Aon's broking team, as an example, obtains the following estimate pricing of your insurance programme, in respect of the impact of an increased deductible. Where the deductible increases from the current low level to a level of R80m each and every loss, Insurers would consider a rate discount of between 35% and 40%.

From these costs Aon will develop a pricing model that provides pricing risk on a layered basis which can be illustrated as a three-dimensional graph. This allows for the evaluation of the insurance pricing across the complete range of each and every loss retention strategy with various limits, rather than just specific options. The pricing model is illustrated below.

The benefits of the above include:

- Provides a more transparent basis upon which you can assess pricing dynamics.
- Alternative programme options can be priced (via interpolation) that may not have been considered.
- Starts market negotiation early and therefore generally less dictated to by Insurers.
- Aon "sells" the loss record (trend) and risk management as part of pricing analysis.
- Can integrate benchmarking capabilities e.g. rates on line etc.

Programme Optimisation

Optimisation techniques are used to find the retention structures with the lowest expected total cost of risk (i.e. retained claims cost plus market premium) for a level of volatility (measure on our model by the standard deviation).

This analysis is executed by combining the information from all previous steps.

- Combining the information from the pricing models and the retention analysis a total cost of risk can be calculated across a whole spectrum of programmes together with their associated volatility.
- From these results, an efficiency boundary can be constructed with a number of options from low to high risk, exhibiting different risk / return characteristics on the boundary.

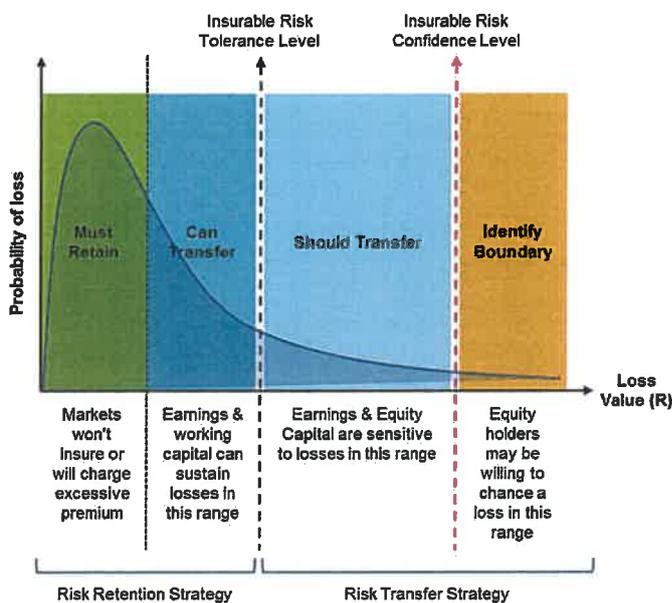
The benefits of the above include:

- The analysis is not restricted to a fixed number of static retention levels.
- Explicit consideration of risk diversification in assessing the “riskiness” of each retention alternative.
- An efficiency boundary is created from which optimal programmes can be assessed at various levels of risk that can be examined in the light of the Risk Bearing Capacity exercise.
- The analysis builds a total cost of risk analysis that clearly provides the financial benefits of moving to an alternative recommended strategy.

Sample Output

It is important also to consider that the outputs of the analysis can be used to create a decision mode that can be used over a longer timeframe. For example, whilst it may be identified that a particular class of risk already has a near optimal programme, the analysis can be used to determine the points at which premium would need to rise to in order to consider alternative structures. This provides additional benefit through the introduction of sensitivity analysis.

From the output we can also examine how efficient the current programme is i.e. how near it is to the efficiency boundary.



Premium Allocation Modelling - premium allocation, collection and payment

Aon has developed a service in relation to premium allocation.

Premium Allocation Model

Aon recognises that premium allocation can be one of the most sensitive tasks of a risk manager and to meet the challenges faced by companies, Aon has developed a sophisticated premium allocation model. It has been specifically developed for global insurance programmes that are of a more complex nature and can be customised and used by companies. The model built in Excel and Visual Basic is a powerful risk management tool that can be used to meet corporate objectives and for implementing operational policy easily, quickly and accurately. It will provide continuity from year-to-year, an objective formula, and can be developed to comply with the rules relating to tax, on insurance contracts.

Benefits

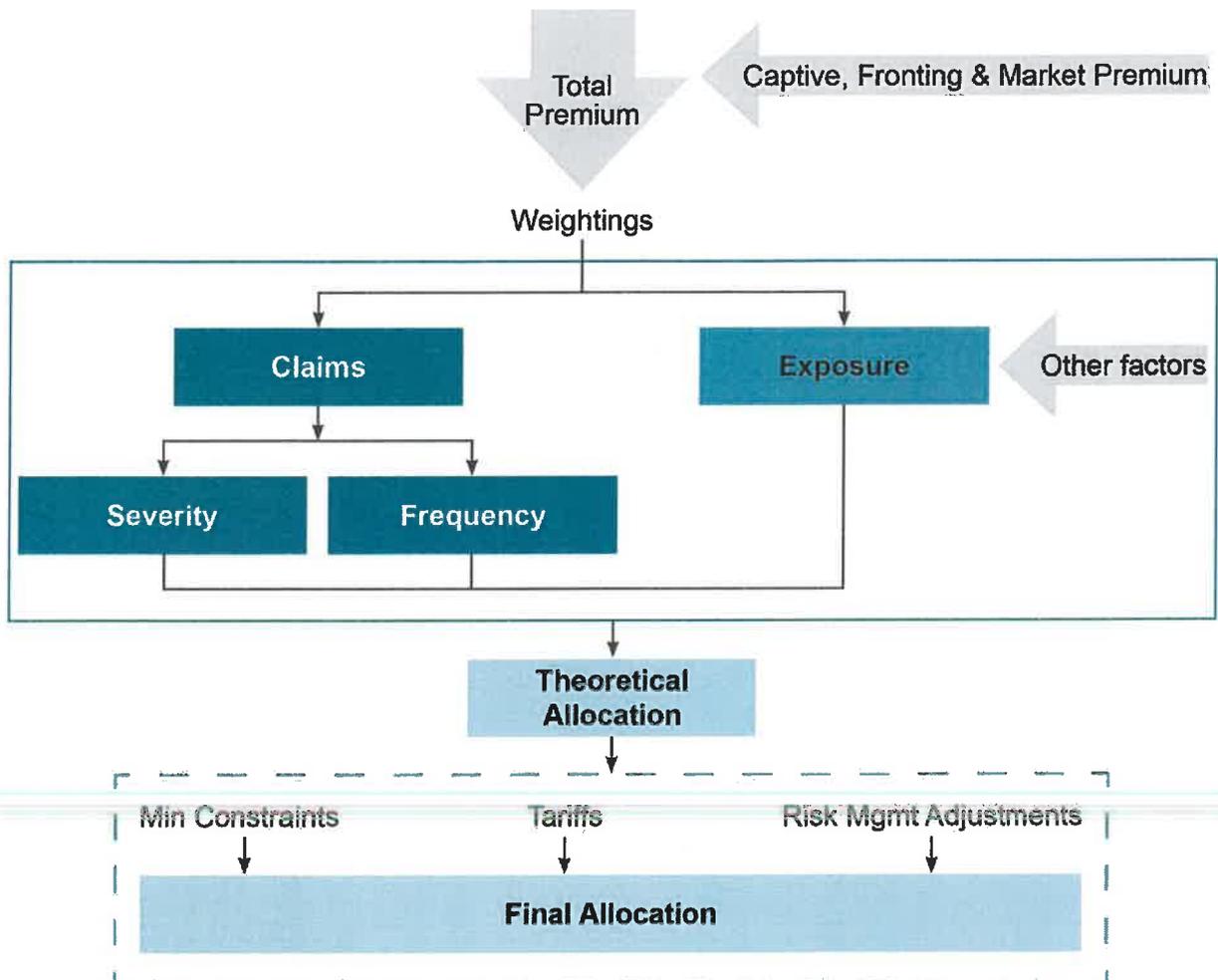
- A powerful risk management tool that provides transparency and allocates premiums and costs in an equitable manner both in relation to risk of future loss and actual loss experience to help minimise internal disputes.
 - Simple to implement and the methodology explainable using objective criteria, which can lead to significant reduction in management time and improved internal relationships.
 - Provides a high level of functionality and flexibility that is customised to companies' specific objectives including the ability to be operated directly by the company.
 - Encourage risk management activity within the organisation which can lead to a reduction in future costs.
-
- Assist internal processes such as internal reporting, invoicing and tax and regulatory compliance.

The Aon approach

Aon is ideally positioned to deliver premium allocation modelling due to our experience and consultative approach. The allocation methodology provides an important link between the design and delivery of a solution i.e. the equitable rating of premiums. We have developed a model that is an all-encompassing premium and cost allocation model that can meet the needs of multi-nationals with their complex global programmes. The base model is customised to meet specific organisational needs and can be ultimately used directly by companies with Aon's ongoing support and development.

Example of a Premium Allocation Model

This is summarised in the diagram below:



A typical study would involve a number of key steps:

- The evaluation of the existing basis of allocation and include a review and clarification of issues or concerns to agree the specifications of the new model.
- Design of the new model, which will include detailed discussions with you. This will include programming to customise the model.
- Data Collection – downloading and verification of data including exposure and global programme considerations.
- Conversion to the new system including comparison to existing system, discussions with you, testing and final presentation.

Customisation

The features and methodology described above can be tailored to suit specific business objectives and particular circumstance. As an example, it is possible to tailor the model to provide a premium allocation at the following levels of detail:

- Split of premiums across Operations and Geographical Divisions.
- Split of premiums across Country Specific locations.
- Split of premiums by Brand and Business Units within each Brand.

Aon Risk Financing Decision Platform (RFDP)

From one year to another, an organisation's risk profile may significantly change – the current global economic slowdown shows this clearly. Be it a positive or a negative shift in the business environment, RFDP can help you establish an optimal response.

All changes in the structure of an insurance programme have an effect on the total cost of risk – its expected value, volatility and in fact, its whole range. RFDP searches through combinations of insurance structures to optimise the total cost of risk but the solution stays within the organisation's risk-bearing capacity. RFDP draws its recommendations from multiple factors simultaneously. This comprehensive approach derives its conclusions from the dynamic interrelation between your retained risk, risk-transfer costs and its risk bearing capacity.

Optimise your Total Cost of Risk

The financial and operational objectives in most projects today place increasing emphasis on enhancing or creating value. In this context, risk management professionals must evaluate and measure alternative approaches to risk in order to identify the best strategy to support these objectives, as well as achieve three major risk management objectives:

- Protect the organisation's financial strength within the boundaries of its risk bearing capacity.
- Maximise the "reward for risk" trade-off within the insurable risk portfolio.
- Establish a decision-making framework that is transparent to the Board.

The transfer of too much risk increases costs and inefficiencies, while the transfer of too little risk can increase volatility to unacceptable levels. Determining the optimum balance is the challenge, and knowledge is the critical element.

Your project can generate the knowledge required through Aon's market leading analytical framework – Risk Financing Decision Platform – which provides both the understanding necessary to make informed, objective decisions and the objective justification critical to corporate disclosure and governance requirements.

Value Proposition

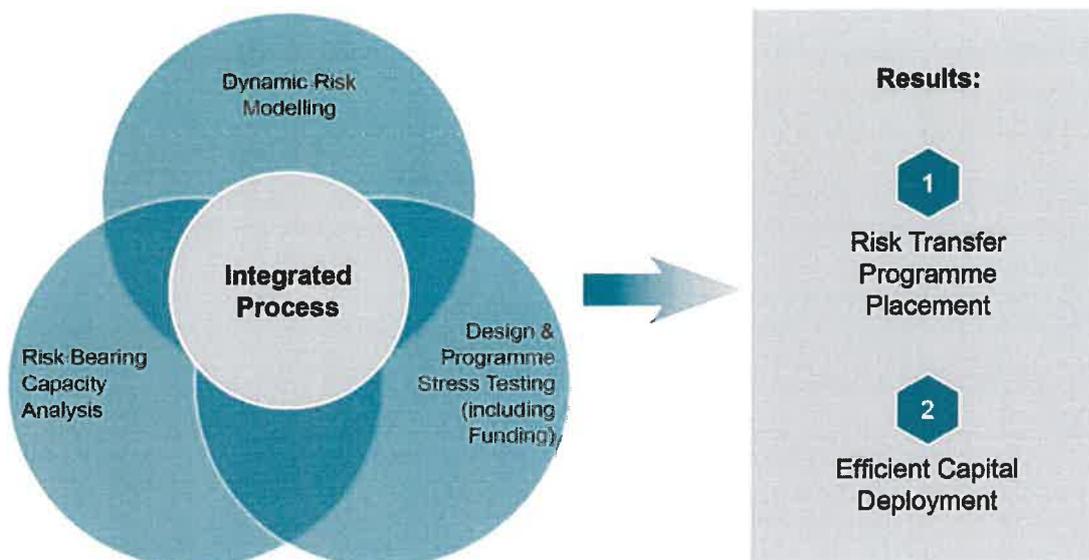
The Risk Financing Decision Platform helps you most efficiently deploy capital for risk by:

- Providing a framework upon which to evaluate optimal programme alternatives on a portfolio basis.
- Understanding risk bearing capacity as a dynamic driver of corporate risk financing strategy.
- Quantifying the impact of the economic environment on your risk bearing capacity.
- The Risk Financing Decision Platform process can allow your project to incorporate a systematic approach to align risk management decisions with financial objectives and endeavour to:
 - Manage total cost of risk.
 - Test-drive innovative risk transfer structures.
 - Evaluate and validate risk transfer decisions – retentions, limits, pricing etc.
 - Create a disclosure and governance tool for risk management.
 - Articulate risk retention and transfer alternatives to stakeholders.
 - Assess funding options (eg captives).

Delivery Process

Our integrated, analytical process links financial analysis, actuarial analysis and insurance market factors through three main components:

1. **Risk Bearing Capacity Analysis** – establishes tolerance levels for Insurance and insurable risk that are linked to corporate performance objectives and volatility thresholds.
2. **Dynamic Risk Modelling** – generates a thorough understanding of current exposures, individually and/or in portfolio.
3. **Program Design Stress Testing** – compares the cost / benefit of available risk treatment options.



The results are delivered to respond to key concerns:

- How best to allocate scarce risk bearing capital and risk management budget.
- The probability of a particular risk financing strategy threatening corporate finance objectives.
- Optimising the cost of risk for alternative programme options by obtaining the lowest volatility for a given cost of risk or the lowest cost of risk for a given level of volatility.
- Timely execution is assured by rigorous project management protocols, supported by a highly skilled and experienced group of professionals.

Recommendations

It is our view that a well-defined risk finance strategy will result in both financial and other benefits for you.

The following would be our proposed strategy for Construction Industry Development Board

(The implementation will be done on a phased basis over the next three to five years).

- A facility should be the pivot for the placement of a global insurance programme. (Contingency fund as a starting point may be considered).
- The calculation of the Total Cost of Risk (TCOR) and the reduction of same (in relative terms) should be a goal.
- Risk Bearing Capacity must be completed to determine a risk appetite philosophy.
- Risk finance should be extended beyond just “pure risk” and the risks currently insured to include “all retentions, some uninsured risks, and some uninsurable risks” and to move towards protecting your balance sheet. This needs to be achieved within the confines of the law and accounting standards.
- As part of the strategy modelling, simulations and forecasting should be further refined to underpin the conventional insurance placements, used and adjusted on an ongoing basis.
- Experience demonstrates that the use of ART facilities allows for the aggregation of risks across organisations and the ability to present a unified and diverse portfolio of risk to the market with consequently more favourable market response.
- The building of reserves is regarded as indispensable for these covers which are either unavailable or too expensive in the general insurance markets.
- The accurate tracking of organisational loss trends has been identified as one of the material benefits of the consolidation of risk information through a captive risk financing vehicle.
- The facility must play a major role in management and control through improved risk control management of total cost of risk over multi-faceted, geographically dispersed groups.
- The investigation of a “spread loss” facility in respect of insurance, a loss forecasting exercise / dynamic risk modelling to be conducted to validate.

Conclusion

It is evident that the above type of facility would assist Cape Winelands District Municipality in reducing its Total Cost of Insured Risk. The savings could very well go a long way toward the contribution needed towards the creation of capacity in a facility. The contributions to the facility may be "loaned" back to Cape Winelands District Municipality and be managed by Treasury.

It is Aon's opinion that the above scenario should be tested in the market to obtain an accurate indication of premium savings. However, it must be noted that the market will react to this type of investigation and the timing in which it is done should be considered carefully to achieve an optimal renewal.

Physical Risk Management

Technical Issues

Aon has risk engineering expertise in-house in South Africa as well as internationally.

We would seek to include the costs of Aon as well as your preferred external risk engineer in the engineering costs funded by insurers.

Insurance company engineers often make recommendations aimed at-risk improvement. Whilst most recommendations are logical and cost-effective, there have been occasions where recommendations are impractical or not cost-effective.

Because of the expectations of the insurers for a positive response to the completion of recommendations, it is not sufficient to simply ignore the recommendation – a reasoned response is required.

Aon engineers can act as "client advocates" in these circumstances, specifically:

- Helping you with the interpretation of the recommendations which often involves technical terminology.
- Offering alternative, more cost-effective solutions.
- Offering logical reasons why recommendations need not be completed / implemented.

Fire Risk & Engineering Practice Group

Asset protection through cost-efficient property risk control is an important component of the sustainable growth and development goals of any organisation.

Aon's Global Risk Consulting practice is a broad risk management consulting organisation, which includes a Risk Control & Engineering unit staffed by 550 professionals in over 30 countries. Recognised as leaders in all key risk management and insurance markets, this team operates on the basis of global leadership with local execution, allowing you to benefit from:

- Flexibility to meet your current and future needs, however they evolve.
- Knowledge gained by working with and, representing, your peers worldwide.
- Consistency of approach and deliverables, ensuring operational efficiency.

- Established account intake and transition methodologies.
- Local presence of team members empowered to access our global staff base and knowledge exchange.

In addition to meeting your technical needs, we are also able to assist in the development of a strategy that will evolve your current approach to one of true best-in-class.

Future recommendations are likely to include consideration of the use of Aon's natural catastrophe modelling capabilities and we are more than willing to discuss this service further.

Property Loss Prevention Services

Risk Control

- | | |
|---|---|
| ▪ Audits | ▪ Recommendations |
| ▪ Risk Rating | ▪ MPL / EML Assessments |
| ▪ Fire, Security, Emergency Planning, OHSACT and Business Continuity Plan | ▪ Surveys |
| ▪ Underwriting | ▪ Construction, Occupancy, Protection, Exposures (COPE) |
| ▪ Natural Catastrophe Modelling | ▪ Management Information System |

Engineering

- | | |
|-------------------------------------|---|
| ▪ Regulatory and Compliance Support | ▪ Building and Fire Code Consulting |
| ▪ Design Services | ▪ Fire Protection |
| ▪ Fire Suppression | ▪ Fire Detection |
| ▪ Security Alarm Systems | ▪ Life Safety and Accessibility Designs |
| ▪ Computerised Fire Modelling | ▪ Smoke Control Systems |
| ▪ Consulting | ▪ Testing |
| ▪ Construction Management | ▪ New Builds |
| ▪ Retrofits | ▪ Management Information System |

Risk Engineering Reports

These are technical reports prepared by our engineers for your benefit and that of the Broker and Insurers/Reinsurers.

- Property Loss Control Engineering
- Boiler and Machinery Engineering / Breakdown

Our qualified and experienced team of engineers can prepare the above reports on an agreed scheduled programme to be determined with you.

Property Loss Control Engineering

All sites will be visited, and a comprehensive Property Loss Control Engineering report prepared which will include, but not be limited to, aspects such as:

- Operational features and procedures
- Construction standards and condition of buildings
- Fire compartmentation and separation
- Maintenance of fire systems
- Testing of specific equipment
- Impairment monitoring
- Emergency Preparedness and Evacuation Procedures
- Preventive Plant Maintenance programmes
- Fire and security alarm monitoring facilities
- Details of future projects
- Calculation of various loss estimates
- Risk recommendation improvements
- Identification of hazards
- General storage arrangements and protection thereof
- Fire protection arrangements covering fixed fire protection systems, design and suitability
- Details and running of fire pumps
- Testing of hydrants and water supplies
- Personnel training programmes
- Business Continuity and Recovery Plans
- Security protection arrangements and general access control procedures
- Hot and cold work procedures
- Preparation of material damage and business interruption loss scenarios
- General overview of site conditions
- Risk rating matrix

For benchmarking purposes, the NFPA standard will be utilised as well as local legislation, such as the National Building Standards and Regulations and SANS Codes of Practice where appropriate, to ensure comprehensive compliance.

Fire Engineering Services and Project Management

Aon can assist with fire engineering services incorporated within new projects, installations or renovations and upgrades.

We can also assist within the project management function for property, boiler and machinery risk control aspects.

Deliverables in this regard include but are not limited to:

- Initial design and project meetings.
- Provision of fire protection specifications.
- Design of specialised fire protection systems.
- Updating of existing fire protection plans.
- Review of fire plans and specifications for new site facilities.
- Review of fire plans and specifications for the upgrade of existing site facilities.
- Assistance with preparing tender documentation to your requirements for submission to approved local fire protection companies.
- Review and assistance with the decision-making process for the acceptance of tender documentation from local fire protection companies.
- Review of sprinkler drawings and hydraulic calculations.

- Fire pump design and approval.
- Fire protection equipment acceptance testing.
- Site visits and construction meetings.

As part of the fire engineering services, serious attention should be given to the monitoring of impairments to fire protection installations. This can be a separate function or included within the management information system, which is covered in the next section.

Legal Risk Management (LRM)

In today's competitive global economy and fast-changing business environment, a business faces wide-ranging risks that are tough to identify and even more difficult to manage. The identification and management of such risks in an effective manner is essential to the survival of a business.

Aon's Legal Risk Management team specialises in practical and innovative legal risk products and services to assist the business with the identification and management of its risks and exposures, complementing existing Insurance and Risk Management programmes in a seamless and cost-effective manner.

Products and Services:

- Contract Management
- Legal Liability Analysis
- Occupational Health and Safety Services

Benefits

- The organisation will be better informed of its risks, and the seriousness and potential impact on the organisation.
- Information provided can be used to prioritise actions to be taken to minimise or negate identified risks.
- Identification of possible shortcomings in existing insurance programmes.
- Assists in the development and implementation of tailor-made insurance covers leading to a reduction in the cost of risk.
- The products and services will assist the business to develop a more effective risk management programme.
- Insurers have become risk conscious and the better the risk management structure is, the easier it will be to obtain the right cover at a competitive price.
- The products and services will enhance the quality and efficiency of protection.

Contract Management

No business can foresee all eventualities and for this reason more attention must be given to the wording of its contractual arrangements to avoid potential liabilities and claims which are not covered or incorrectly addressed.

Exposures

Incorrectly worded risk provisions or the absence of correctly worded risk provisions could have an adverse effect on the insurance arrangements, leaving the business exposed.

In this regard:

- Inadvertent assumption of liability under contract could fall within the exclusions of the business' liability covers (Insurance).
- Erroneous exclusion of risk could negate the fire and allied perils cover due to absence of insurable interest.
- Incorrectly worded insurance provisions could lead to the needless duplication of insurance covers for the same risks.

If the contractual implications are not identified and managed, the insurance policy may under certain circumstances not be worth the paper it's printed on, leading to unnecessary, costly disputes or litigation in the event of a claim.

Solution

A clear understanding of the practical implication of contractual clauses and its interaction with the insurance arrangements are of paramount importance. Furthermore, the contractual relationship between involved parties and more specifically the liability / risk / insurance provisions of such contracts cannot be ignored.

The solution is to determine, allocate and dovetail the various responsibilities, obligations and liabilities of the parties to avoid the unnecessary assumption of liability or duplication (or lack thereof) of insurance.

Service offering

- Assessment of risk provisions and the impact thereof on the business in the event of non-compliance.
- Evaluation of the implication of the risk / liability provisions vis-à-vis insurance arrangements.
- Review of the insurance arrangements to ensure that each contracting party's responsibilities and liabilities are covered.
- Dovetail of responsibilities / liabilities to avoid unnecessary assumption of liability, exclusion of insurable interest or duplication of insurance.
- Identification of provisions that could negatively impact insurance arrangements and provision of recommendations to address same.
- Draft risk / indemnity / insurance clauses in conjunction with insurance policies to reflect the true intention of the contracting parties.

Legal Liability Analysis

Claims originating from liability exposures can create substantial financial loss. Some of these losses sustained, especially loss of good name and reputation, cannot be measured in monetary terms.

An insurance programme alone cannot act as a fail-safe to reputational risks or a stand-in for sound corporate governance practices. It is vital to identify legal exposures so that they can be properly managed.

Most risks do not exist in isolation and clearly the risks found in one area of the organisation are likely to have an impact on risks in other areas. A holistic approach to risk management should be adopted.

Aon's legal risk management methodology supports this approach and provides management with a user-friendly and innovative risk management tool to address the organisation's potential legal liability exposures, as well as enabling decision-makers to address risks in a proactive, practical, and informed fashion.

At the discretion of the organisation, the following risk areas (activities) can be covered:

- Contractual Liability
- Liability for Cyber Risk
- Product and / or Service Liability
- Infringement of Personality Rights
- Director's and Officer's Liability
- Liability for Persons on the Premises
- Liability Arising from Transportation Activities
- Negligent Misstatement and Professional Liability
- Liability for Goods / Property Belonging to 3Rd Parties
- The report covering these risk areas will display the following information:
 - Area / Activity
 - Risk Scenario (Exposure)
 - Threat (Effect)
 - Existing Controls
 - Recommendations

Benefits

- The report provides an integrated view of the organisation's liability exposures.
- The organisation will be informed as to its risks and the seriousness of its liability exposures.
- The report can be utilised to create awareness of the exposures throughout the organisation.
- The reported findings can be used to prioritise the actions that need to be taken in respect of the risks.
- The analysis will assist the business to develop a more effective risk management programme.
- Insurers have become increasingly risk conscious and the better the risk management structure is, the easier it will be for the broker to obtain the right cover at the right price.
- Improving the quality of protection and adapting to the exposures arising from the business will ultimately lead to a reduction in the cost of risk.

Training

Senior company executives must ensure that the provisions of the Occupational Health & Safety Act (the Act) are implemented fully and properly. Furthermore, senior management must show that a sufficient level of training has been provided to staff to enable them to properly apply the provisions of the Act.

Aon's training in this regard provides the client with:

- A practical working knowledge of the Act. Meeting the CEO's obligation to ensure that sufficient training is given to staff regarding the Act's implementation.
- A working knowledge for management and employees of the difference / interaction of the company's criminal and civil liabilities.

Topics covered include:

- Importance and purpose of the Act and the Compensation for Occupational Injuries & Diseases Act (COID).
- The interaction and implications of the Act, COID and common law as well as the Accompanied Criminal and Civil Exposures.
- Practical implications of COID.
- To whom the Act is applicable.
- Duties and obligations of the company, CEO, management, appointees and employees.
- Duties and responsibilities of Health and Safety Representatives and functions of the Health and Safety Committee.
- Implications of non-compliance with the provisions of the Act (e.g. potential liability of the company, management and employees).
- The reasonable steps required in terms of the Act.
- Liability for acts or omissions of contractors.
- The reporting and investigation of incidents.
- Powers of inspectors.
- Types of inquiries available to both the company and the inspector.
- How to prepare for an inspector's inquiry.
- Practical solutions.

Business Continuity Management

Whatever the size or location of your business, it will face strategic and operational risks. Effective assessment and management of these risks will reduce volatility while increasing both your profitability and shareholder value.

BCM Standard

Our approach to Business Continuity is a holistic approach that is aligned with International Best Practice (BS 25999). The Business Continuity Plans, Frameworks and Policies we develop, are designed to ensure:

- Compliance with regulatory, statutory and legal requirements in respect of Business Continuity Management.
- Compliance with good governance requirements (King III), protecting the organisation's reputation and brand image as perceived by the media, stakeholders and the general public.

In undertaking any project, we naturally factor in the British Standards Institute's (BSI's) BCM standard BS25999, to the extent that it is required to be adopted. This lays out a clear methodology, which can be audited.

Our BCM Offering

The benefits of our BCM offering include:

- Identification and understanding of critical business processes, impact of disruption and priorities for recovery.
- Increased levels of resilience and recovery capability.
- Advance preparation and fall-back arrangements which once implemented can be tried and tested.
- Visibly organised and controlled response to business interruption.
- Competitive advantage over less resilient competitors.
- Enhanced reputation when seen to respond well to a crisis.
- Protects revenue / profits.
- Higher levels of protection for interests of stakeholders.
- Positive message and image to media and stakeholders in crisis conditions.
- Improved risk profile in minds of insurers.
- Demonstrable corporate governance of risk.
- Business Interruption coverage tailored to your needs. We offer a separate Business Interruption Insurance Review Service that we can expand upon if this is of interest to you.

Our Philosophy

Within our BCM consulting service we have a particular philosophy:

- Start with the basics and build a platform and capability over time.
- Develop a clear and straightforward BCM programme.
- Develop Business Continuity Plans (BCPs) that are:-
 - only a few pages long;
 - flexible, so that they can respond to a variety of interrupting events;
 - action-orientated and easy to use under crisis conditions.

Our Methodology

The process followed is the five-stage Business Continuity Institute (BCI) BCM life cycle depicted below.

Stage 1: Understanding Your Business

Business impact and risk assessment tools are used to identify the critical deliverables and enablers in your business, evaluating recovery priorities and assessing the risks which could lead to Business Interruption and / or damage to the organisation's reputation.

Stage 2: Develop Continuity Strategies

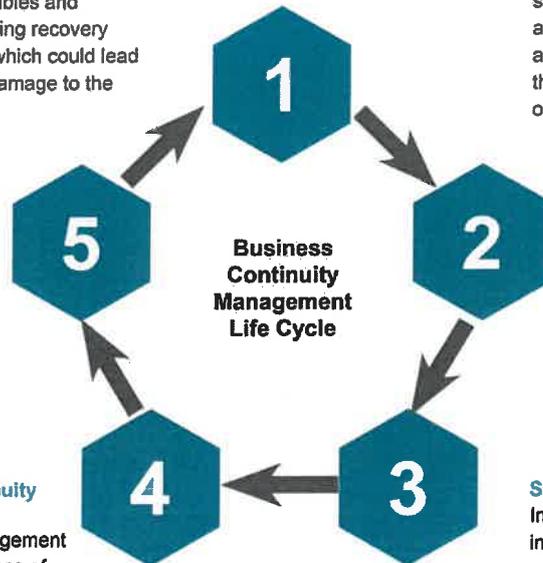
Determining the selection of alternative strategies available to mitigate loss, assessing the relative merits of these against the business environment and their likely effectiveness in maintaining organisation's critical business functions.

Stage 5: Exercising and Plan Maintenance

Ongoing plan testing, auditing and change management of the Continuity Plan and its processes.

Stage 4: Establishing the Continuity Culture

Introduction of the continuity management process by education and awareness of all stakeholders, including employees, customers, suppliers and shareholders.



Stage 3: Developing the Response

Improving the risk profile through improvements to operational procedures and practices, implementing alternative business strategies, using risk financing measures (including insurance) and building continuity plans.

BCI Business Continuity Management Life Cycle

Prior to commencement with the five stages of the BCM Life Cycle, our BCM team will conduct a Strategic Business Continuity Management Review, which will focus on three principal areas:

- Strategic and Corporate Level arrangements and practice.
- Business Unit / Divisional Level arrangements and practice.
- Interdependency and linkages between the Strategic and Business Unit Levels.

During the review, an assessment of existing Business Continuity arrangements will be evaluated and benchmarked against best practice. Where appropriate, recommendations will be made to improve these arrangements in line with the organisation's needs to maintain and consistently deliver its services with minimal disruption.

Stage 1: Understanding the Business

The Business Impact Analysis (BIA) is the foundation work from which the whole BCM process is built. It identifies, quantifies and qualifies the business impact of a loss, interruption or disruption to business processes in order to determine at what point in time these become intolerable.

The first step in this stage is to identify Mission Critical Activities / Functions in conjunction with senior management. Thereafter, Business Impact Analysis workshops will be held with the critical departments identified in order to:

- Identify internal and external dependencies.
- Identify critical deliverables.
- Determine impact (financial and operational).
- Determine Recovery Time Objectives.

During the workshop a Risk Assessment will also be conducted looking at the probability and impact of a variety of specific threats that could cause a business interruption. An evaluation of existing controls and a gap analysis is conducted and thereafter recommendations provided to close identified gaps. The risk assessment focuses on the most urgent business functions identified during the BIA process.

A senior consultant who is a member of the Business Continuity Institute will conduct the Business Impact Analyses and Risk Assessments.

Stage 2: Develop Continuity Strategies

In conjunction with relevant members of management, recovery priorities will be evaluated. The minimum acceptable service levels for critical functions will be defined. Strategies will then be selected in order to ensure continuation of critical functions at a pre-defined level, with the Recovery Time Objectives (identified in Stage 1 above).

Stage 3: Plan Development

Plan development is based on the outcomes of Stages 1 & 2. The objective is to create a compact and orderly action-orientated Business Continuity Plan for the organisation. This Continuity Plan will be used by the organisation to reduce the side-effects of a crisis and to restart the activities after a business interruption, in the most effective way.

To affect this aim, the final plan will provide integrated actions in relation to Incident / Emergency Response and Business Recovery and reflect the core business of the company based on our benchmark experience and the input of management.

Stage 4: Establishing the Continuity Culture

Embedding a Business Continuity Culture is vital to maintaining enthusiasm, readiness and effective response at all levels.

We will develop various Business Continuity training programmes for employees, senior management, members of the Emergency Response and Business Recovery teams respectively, to assist the relevant role players in fulfilling their business continuity duties, roles and responsibilities.

In addition to formal training, knowledge transfer / on-the-job training will take place during the workshops, i.e. conducting Business Impact Analysis, risk assessment, strategy selection, etc.

Plan Test Methodology

Our scenario-based tests are designed to evaluate both plan components and participants. By increasing plan exercise complexity on a scheduled basis, the teams become more synchronised in their thoughts and actions. We offer several plan exercise options:

- **Structured walkthrough** – an informal review with team members to assess comprehensiveness, effectiveness, and identify enhancements and deficiencies.
- **Desktop** – typically conducted in a conference room and is designed to execute documented plan activities in a stress-free environment using a simulated event.
- **Multi-location** – simulated event across several locations where multi-level team's execute the plan.
- **Functional** – tests whether plan procedures are effective, assumptions are accurate, and resources are available during a simulated event.

The final report to management uses a scoring matrix, accompanied by specific recommendations, to support our observations. Tests evaluate the team's ability to:

- Use plan(s) effectively.
- Identify triggers and escalation points, make decisions and implement strategies.
- Communicate with constituents and identify necessary resources to support recovery.

The various test options are based on complexity and past exercise frequency and maturity of the plan(s). An initial plan exercise could start with a structured walkthrough or desktop exercise increasing in complexity over time to a multi-location or functional exercise.

Sample Graphic Outputs

Excellent	The members displayed a thorough understanding of their roles and responsibilities along with the strategies and process required for recovery.	
Adequate	The members displayed a good understanding of their roles and responsibilities while being able to work with their planning strategies. There may be areas in which improvements can be made.	
Improvement Opportunity	There was a level of indecision and inability to comfortably move through the processes required. This could include leadership, decision-making, threat impact and remediation, and overall recovery process.	
Not Applicable (N/A)	The test did not allow for the evaluation of this area.	

The ultimate objective of the project is to assist the organisation with the successful implementation of the Business Continuity Plans and Programme, by providing the relevant tools, guidelines and implementation/verification plans.

Management Information System (MIS)

Aon utilises a formal recommendation methodology and we look forward to discussing how this may best be applied within your programme. The methodology is supported by Aon's secure, internet-based Global Property System (GPS).

Developed specifically to meet the complex data and information issues associated with best-in-class asset protection, Aon GPS is used by all members of our property risk control team, allowing us to deliver consistently structured reports, designed to meet your specific needs and preferences. Recommendations and impairments will be recorded within Aon GPS, and progress towards completion will be tracked.

The use of Aon GPS provides real value to our clients who find that it greatly reduces the administrative burden involved in managing a complex loss control programme by simplifying the process and removing much of the correspondence. Consistently structured reports are delivered from our property risk engineers directly onto the system, allowing comment and amendment on-line by authorised personnel and easy tracking of the real-time status of site visits and reports. An additional benefit is the ease by which insurance renewal submission information can be collected and then presented to the incumbent and potential insurers.

To allow you to truly measure the economic impact of the property risk control and asset protection program, Aon GPS also provides information on the capital expenditure associated with each recommendation and on the impact of recommendation completion on maximum and probable foreseeable losses. We look forward to a discussion with you about any current use of a management information system as an element of the property loss control programme, and to then assessing the role that Aon GPS may play.

The Core Values that Aon will apply to Cape Winelands District Municipality

Demonstrating the highest level of integrity across everything we do.

- Having an unyielding focus on what is best for you - Understanding your issues, listening and developing comprehensive solutions that exceed your expectations.
- Utilising teamwork and interdependence as a competitive advantage - leveraging the extensive expertise of our colleagues to enable us to build comprehensive/competitive solutions.
- Embracing change - capitalising on the adaptability of our individuals and the flexibility of the organisation.
- Practicing frugality and stewardship of shareholders' capital.
- Demonstrating a disciplined and non-bureaucratic approach to identifying problems and eliminating roadblocks.
- Encouraging the freedom to take risks, challenging the status quo to foster innovation and creativity - asking not just what is, but what could be.
- Respecting and leveraging the diversity of our colleagues and suppliers. Through diversity, we deliver the best of Aon to you.
- Replicating best solutions - maximising and leveraging our global intellectual capital.

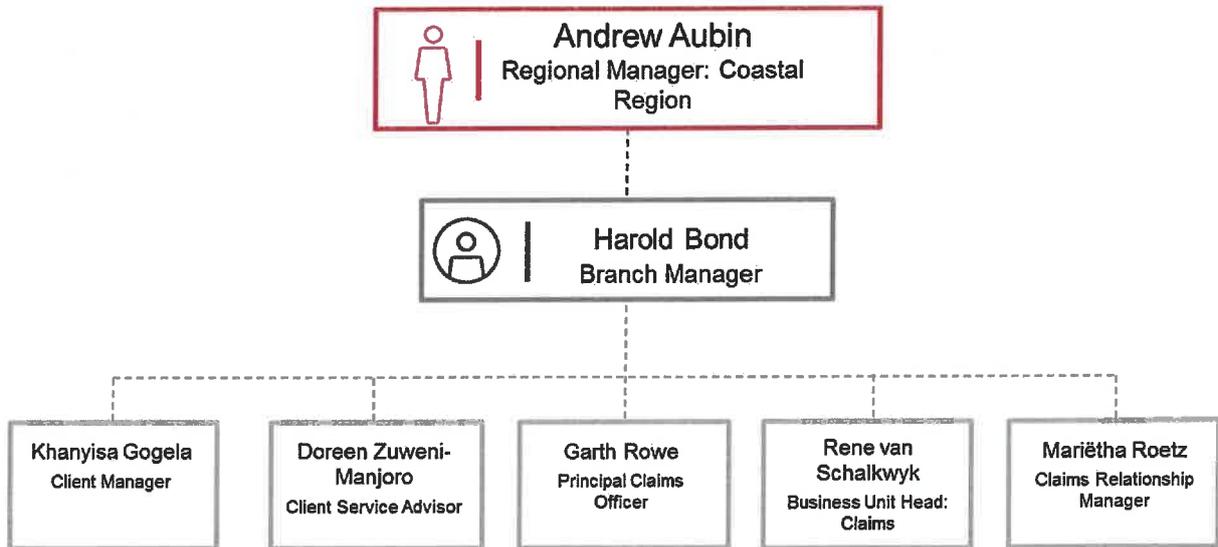
We believe Aon South Africa is the most suitable risk partner because:

- We are a South African-based insurance broking organisation aligned to Aon plc, a leading international risk broker. This means that we can draw on an unrivalled depth of resources and broking strength to support our clients in South Africa and the rest of the African continent.
- We are a level 2 BBBEE contributor.
- We believe in investing significantly in our people to provide our clients with unrivalled service within the parameters of Black Economic Empowerment.
- Aon has considerable experience locally and internationally in your sector with more than 50,000 colleagues in over 120 countries.
- We have knowledge and expertise with all forms of Risk Financing Techniques.
- We offer an approach to claims management which is unsurpassed in the industry.
- Our service delivery is backed by a Client Service Agreement (CSA) with incorporated performance measures.
- We are fully resourced in all areas to compliment your Risk Management Strategy.

Our Proposed Team

We will ensure you have people with relevant expertise, sound understanding of local regulatory requirements and demonstrated capability to deliver individually and as a team.

We understand that whilst you appreciate being able to contact any member of our proposed team, you value a conduit to our extensive global resources.



Proposed Service Plan Example:

Service Activity	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Establish preliminary strategy	█											
Collect information – electronically	█											
Finalise declaration with divisions	█											
Secure market proposals and analyse	█											
Present proposals	█											
Market negotiations	█											
Final Presentation	█											
Programme placements	█											
Premium allocation	█											
Audit and dispatch of policy documentation		█	█									
Risk management and insurance manual		█	█									
Detailed review of cover		█	█									
Uninsured risks review		█	█									
Market feedback			█									
Advise budgeted insurance costs			█									
Head Office communication meetings	█	█	█	█	█	█	█	█	█	█	█	█
Group Risk Management Committee meetings	█	█	█	█	█	█	█	█	█	█	█	█
Divisional Executive meetings	█					█			█			
Divisional Claims meetings	█					█			█			
Claims status reports	█	█	█	█	█	█	█	█	█	█	█	█
Risk Control audits	█	█	█	█	█	█	█	█	█	█	█	█
Stewardship meetings						█						

The initial strategy meeting will dictate the activity and the above service plan should be seen as an example only.

The Service Plan sets out the timeframe in which various activities, surrounding your Insurance Programme will take place. The plan will be amended to meet your specific requirements and is a guide to the annual activities undertaken.

Agreement will be reached based on the suggested plan in consultation with yourselves, to meet your performance measures. The preliminary strategy meeting should take place post appointment.

Remuneration

Successful commercial relationships should structure remuneration around two key criteria:

- **Transparency** – To ensure that both parties have a clear understanding of all income derived from the servicing of the account.
- **Accountability** – Remuneration should be structured against realistic, pre-determined standards and seen by both parties as a fair and equitable arrangement.

Our remuneration incorporates these two criteria and is based on the estimated time that we believe is required to provide the services outlined in this proposal. We confirm that we will not receive any commission from insurers unless specifically agreed to, by you.

The fees quoted are excluding VAT and the services to be provided are outlined in the following table.

Service / description	Services included / excluded
Transition	
Initial meeting to finalise & agree scope of services etal	✓
Agree service timetable	✓
Manage transition	✓
Discover	
Aon Client Promise survey	✓
Agree priorities	✓
Develop	
Aon Client Promise plan	✓
Outline Client Promise survey results	✓
Outline key client issues	✓
Identify analytical work to be conducted	✓
Aon's service team	✓
Identify specific actions for the year	✓
Deliver - Analyse	
Insurable risk profiling	✓
Gap analysis – adequacy of current program	✓
Total cost of insurable risk (TCOIR) analysis	✓
Risk tolerance and risk appetite analysis	✓
Benchmarking	✓

Service / description	Services included / excluded
Design	
Assistance in the declaration process	
Risk financing workshop (review and recommendations of program)	✓
Insurance program structure and coverage	✓
Risk retention plan	✓
Preparation of underwriting submissions and identify appropriate insurers	✓
Agreement of a marketing strategy	✓
Cost benefit analysis	✓
Execute	
Marketing presentations	✓
Evaluate preliminary market response with regular progress reports	✓
Develop and present program options	✓
Final negotiations with preferred markets	✓
Analyse the best structure for the coming period	✓
Place cover and confirm with certificates of insurance	✓
Issue invoices	✓
Issue policy documentation	✓
Insurance and claims procedure manual	✓
Day-to-day service support including ad-hoc meetings / reviews and claims administration	✓
Monthly claims reports	✓
Facilitate insurer advice and assistance on all claims including any training	✓
Facilitate insurer site inspections and meetings	✓
Quarterly service review meetings	✓
Ongoing review of market conditions including insurer security	✓
Risk management initiatives (including surveys)	✓
Uninsured Risks workshop	✓
Post renewal meeting / "unpacking session"	✓
Review	
Aon Client Promise review	✓
Scorecard – Cape Winelands District Municipality rating on Aon	✓
Measurement of the value Aon delivered	✓

Qualifications

The above fee is subject to the following qualifications and assumptions:

- Our fee does not include VAT.
- Fees are payable annually, on renewal date.
- Services included are outlined above.
- Overseas placements are capable of generating Administration and Infrastructure Cost (AIC) fees payable by insurers, to Aon, for administration services rendered by Aon, for and on behalf of insurers. AIC payments do not affect your premium calculation and these fees are cost-neutral to you.
- In the event of a significant change in your business activities, e.g. through acquisition, divestments or expansion, we reserve the right to re-negotiate our fee, based on any additional time spent servicing your account.
- Reinsurance placement fees / costs are excluded.

Transparency

We may, if appropriate, undertake some of the administration associated with your insurance on behalf of, or for the benefit of, insurers and may receive additional remuneration from insurers for this activity. Any additional earnings are cost-neutral to you and have no impact on your premiums. In the spirit of transparency, we would always disclose these additional earnings to you which will be in accordance with our agreed 'Client Service Agreement'.

Conclusion

As this report demonstrates, Aon has considerable experience, locally and internationally in your sector. Our international team that will be supporting the local key team can demonstrate specific experience around the globe and Aon's current client list is testimony to this. Equally our bargaining power cannot be bettered.

We trust that our report demonstrates our professionalism and that we are viewed as a worthwhile partner for you.

We would welcome the opportunity to elaborate on any aspect of our report.

Annexure 1: Tender Document





CAPE WINELANDS DISTRICT
MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

Q 2021/049

SHORT-TERM INSURANCE BROKER FOR DIRECTORS AND OFFICERS

COMPANY NAME: Aon South Africa (Pty) Ltd.
POSTAL ADDRESS: 2 Fir Street
Observatory
7925

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Financial and Strategic Support Services

Supply Chain Management

Tel: 086 126 5263

Fax: 086 688 4173

Q 2021/049
SHORT-TERM INSURANCE BROKER FOR DIRECTORS AND OFFICERS

Table of Contents

A. QUOTATION NOTICE	3
B. GENERAL CONDITIONS AND INFORMATION	4
C. NATIONAL TREASURY - GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT	14
D. APPLICATION OF PREFERENCE POINT SYSTEM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017	25
E. INVITATION TO BID - MBD1	26
F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE	28
G. FORM OF OFFER	33
H. ACCEPTANCE	35
I. QUESTIONNAIRE	36
J. DECLARATION OF INTEREST – MBD 4 B	37
K. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)	42
L. REFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 (MBD 6.1)	44
M. CONTRACT FORM RENDERING OF SERVICES (MBD 7.2)	48
N. MUNICIPAL RATES AND SERVICES	50
O. AUTHORITY FOR SIGNATORY	51
P. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT (SCM) PRACTICES (MBD 8)	52
Q. CREDIT ORDER INSTRUCTION	54
R. COMPULSORY DOCUMENTATION / CHECKLIST	55
S. REFERENCES	56

A. QUOTATION NOTICE

Written price quotations are hereby invited from Short-Term Insurance Brokers to provide Directors and Officers Liability insurance for a period of 12 months that will commence from the date when an agreement has been entered into by both parties.

Technical enquiries regarding this bid can be directed to Ronel van Rooyen at telephone no. 0861 265 263.

Documents are obtainable from the Supply Chain Management Unit of the Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch - Tel no 0861 265 263. Alternatively documents may be downloaded from the website: www.capewinelands.gov.za. → Supply Chain → View quotations and quotes → Quotations open.

All prospective bidders must ensure that they are registered and accredited on the CWDM's Supplier Database and the Central Supplier Database, prior to the closing date of the quotation.

Duly completed quotations must be enclosed in a (separate) sealed envelope and endorsed with the relevant quotation number and description on the envelope/s. The sealed quotations must be placed in the official quotations box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch, before **11h00 on Monday, 28 June 2021.**

HF PRINS
MUNICIPAL MANAGER

B. GENERAL CONDITIONS AND INFORMATION

Inviting of quotations by the Cape Winelands District Municipality (CWDM), all relevant bid documentation, submitting of quotations by prospective bidders, evaluation / awarding of quotations and all subsequent contractual responsibilities regarding supply and delivery of goods and/or services, will be managed in terms of and MUST comply with:-

- Chapter 11 of the Municipal Finance Management Act, 2003 (Act no.56 of 2003);
- Municipal Supply Chain Management Policy of the CWDM;
- Supply Chain Management: A guide for Accounting Officers of Municipalities (Guide for AO's);
- Any relevant Regulations / Circulars issued by the National Treasury, from time to time, and
- Any Special Conditions detailed in this Contract (SCC) – *referring to, but not limited to: paragraphs B.1. - 17. and C to P.*

Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail (chapter 4.5.2.9 – Guide for AO's)

1. Acceptance or Rejection of a Quotations

The Municipality reserves the right to withdraw any invitation to quotations and/or to re-advertise or to reject any quotations or to accept any quotations in whole or part.

The Municipality does not bind itself to accepting the lowest quotations or the quotations scoring the highest points.

The Municipality reserves the right to accept more than one quotations (in the event of a number of items being offered).

2. Validity Period

The fact and action of handing in a quotation to the Municipality is accepted as a contract between the Municipality and the bidder whereby such a quotation remains valid and available for a period of ninety (90) days, calculated from the closing date as advertised for the quotations, for acceptance, or non-acceptance by the Municipality. The bidder undertakes not to withdraw, or alter, the quotations during this period.

3. Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Municipality's Accredited Supplier Database to register without delay on the prescribed form.

The Municipality reserves the right not to award quotations to prospective suppliers who are not registered on the Database.

4. Completion of Quotations Documents

The official quotations form must be completed in BLACK ink and any corrections to the official quotations form must also be made in BLACK ink and signed by the bidder.

Any quotations documents received with correction fluid (Tippex) corrections shall be disqualified.

The complete original quotations document must be returned. Missing pages will result in the disqualification of the quotations.

Any ambiguity has to be cleared with contact person for the quotations before the quotations closure.

5. Authorised Signatory

A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

6. Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

7. Quantities of Specific Items

If quotations are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder.

8. Expenses Incurred in Preparation of Quotations

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the quotations.

9. Contact with Municipality after Quotations Closure Date

Bidders shall not contact the Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Municipality, it should do so in writing to the Municipality. Any effort by the firm to influence the Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

10. Opening, Recording and Publications of Quotations Received

Quotations will be opened on the closing date immediately after the closing time specified in the quotations documents. The names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

Telexed, faxed or e-mailed quotations will not be accepted.

The quotations forms should be carefully completed and no errors will be condoned after quotations have been opened.

The Bidder will be liable to take out **forward cover** to barricade him/her against fluctuation of the exchange rate in the event of importing any component, related to the quotation, from a country dealing in currency other than that of South Africa.

11. Evaluation of Quotations

Quotations will be evaluated in terms of their responsiveness to the quotations specifications and requirements as well as such additional criteria as set out in this set of quotations documents.

12. Subcontracting

The Contractor shall not subcontract the whole of the contract.

Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

Any consent granted or appointment of a subcontractor shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

13. Extension of Contract

The contract with the successful bidder may be extended should additional funds become available.

14. Past Practices

The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past quotations.

The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favours, hospitality or any other benefit in any improper way, with this or any past quotations.

15. Persons in the service of the state

Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

16. Broad-based black economic empowerment (B-BBEE) status level certificates

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies of the original, *not a photo-copy of another certified copy* thereof together with their bids, to substantiate their B-BBEE rating claims.

Bidders who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for B-BBEE.

A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.

If an institution is already in possession of a valid and original or certified copy of a bidder's B-BBEE Status Level Verification Certificate that was obtained for the purpose of establishing the database of possible suppliers for price quotations or that was submitted together with another bid, it is not necessary to obtain a new B-BBEE Status Level Verification Certificate each time a bid is submitted from the specific bidder.

Such a certificate may be used to substantiate B-BBEE rating claims provided that the closing date of the bid falls within the expiry date of the certificate that is in the institution's possession.

Each time this provision is applied, cross-reference must be made to the B-BBEE Status Level Verification Certificate already in possession for audit purposes.

~~AOs / AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:~~

Bidders other than EMEs

- Verification agencies accredited by SANAS; or
- Registered auditors approved by IRBA (until the expiration of the period prescribed by the DTI)

Bidders who qualify as EMEs

- Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

Verification agencies accredited by SANAS

These certificates are identifiable by a SANAS logo and a unique BVA number.

Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on http://www.sanas.co.za/directory/bbee_default.php.

The relevant BVA may be contacted to confirm whether such a certificate was issued.

As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:

- The name and physical location of the measured entity;
- The registration number and, where applicable, the VAT number of the measured entity;
- The date of issue and date of expiry;
- The certificate number for identification and reference;
- The scorecard that was used (for example QSE, Specialized or Generic);
- The name and / or logo of the Verification Agency;
- The SANAS logo;
- The certificate must be signed by the authorized person from the Verification Agency; and
- The B-BBEE Status Level of Contribution obtained by the measured entity. □

Registered auditors approved by IRBA

The format and content of B-BBEE Status Level Verification Certificates issued by registered auditors approved by IRBA must -

- Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo;
- Clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE;
- Reflect relevant information regarding the identity and location of the measured entity;
- Identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores;
- Record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution; and
- Reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date.

Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing B-BBEE approved registered auditor to the list of all approved registered auditors. The list is accessible on <http://www.thedti.gov.za> and / <http://www.irba.co.za>.

The relevant approved registered auditor may be contacted to confirm whether such a certificate was issued.

Accounting officers as contemplated in section 60(4) of the CCA;

These certificates will be issued on the accounting officer's letterhead with the accounting officer's practice number and contact number clearly specified on the face of the certificates.

The content of B-BBEE Status Level Verification Certificates issued by accounting officers as contemplated in the CCA is detailed in paragraph 4.8.5 below.

VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs

In terms of the Generic Codes of Good Practice, an enterprise including a sole propriety with annual total revenue of R10 million or less qualifies as an EME.

In instances where Sector Charters are developed to address the transformation challenges of specific sectors or industries, the threshold for qualification as an EME may be different from the generic threshold of R10 million. The relevant Sector Charter thresholds will therefore be used as a basis for a potential bidder to qualify as an EME.

- For example the approved thresholds for EMEs for the Tourism and Construction Sector Charters are R2.5 million and R1.5 million respectively.
- An EME automatically qualifies as a level 4 contributor with B-BBEE recognition level of 100% in terms of the Codes of Good Practice.
- An EME with at least 51% black ownership qualifies as Level 2 Contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- An EME with 100% black ownership qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as Level 1 contributor with B-BBEE level of 135% in terms of Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- An EME is required to submit a sworn affidavit confirming their annual total revenue of R 10 million or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- An EME that is regarded as a Specialized Enterprise, is required to submit a sworn affidavit confirming their annual turnover/ allocated budget/ gross receipt of R 10 million or less and level of percentage of black beneficiaries to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- An EME may be measured in terms of the QSE scorecard should they wish to maximize their points and move to a higher B-BBEE recognition level. It is in this context that an EME may submit a B-BBEE verification certificate.

ELIGIBILITY AS QUALIFYING SMALL ENTERPRISES (QSE)

The Codes define a QSE as any enterprise with annual total revenue of between R10 million and R50 million.

- ~~A QSE with at least 51% black ownership qualifies as a Level 2 contributor.~~
- A QSE with 100% black ownership qualifies as a Level 1 Contributor.
- A QSE that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
- A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- A QSE is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R 50 million and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- A QSE that is regarded as a specialized enterprise is required to submit a sworn affidavit confirming their annual turnover/ budget/ gross receipt of R 50 million or less and level of percentage of black beneficiaries or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017

IN ORDER TO BE AWARDED PREFERENCE POINTS, ANNEXURE H. QUESTIONNAIRE AND ANNEXURE K. PREFERENCE POINTS CLAIM FORM (MBD 6.1), MUST BE COMPLETED - FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

17. Application

These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

Where applicable, special conditions of contract may be laid down and included to cover specific supplies, services or works.

Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

18. Standards

The goods supplied or the services rendered shall conform to the standards mentioned in the bidding documents and specifications.

19. Information and Inspection

The service provider shall not, without the District Municipality's prior written consent, disclose the agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the District Municipality in connection therewith, to any person other than a person employed by the service provider in the performance of the agreement. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

The service provider shall permit the District Municipality to inspect the supplier's records relating to the performance of the service provider and to have them audited by auditors appointed by the District Municipality, if so required by the District Municipality.

20. Governing Language

The governing language shall be English. All correspondence and other documents pertaining to the agreement that is exchanged by the parties shall also be written in English.

21. Payments

Payments shall be made by the District Municipality within **thirty (30)** calendar days of receiving the relevant **invoice / statement provided** by the supplier.

Payment will be made in Rand unless otherwise stipulated.

22. Prices and Evaluation of bids

Prices charged by the service provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the service provider in this Quotations.

The Bidder will be liable to take out forward cover to barricade him/her against fluctuation of the exchange rate in the event of importing any component, related to the quotations, from a country dealing in currency other than that of South Africa.

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING:

- Relevant specifications
- Value for money
- Capability to execute the contract
- PPPFA & associated regulations

23. Termination for default

The District Municipality, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, may terminate this agreement in whole or in part:

If the service provider fails to deliver any or all of the goods within the period(s) specified in the agreement;

If the service provider fails to perform any obligation(s) under the contract; or

If the service provider in the judgment of the District Municipality, has engaged in corrupt or fraudulent practices in competing for or in executing the contract

In the event the District Municipality terminates the contract in whole or in part, the District Municipality may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the service provider shall be liable to the District Municipality for any excess costs for such similar goods, works or services. However, the service provider shall continue performance of the contract to the extent not terminated.

Where the District Municipality terminates the contract in whole or in part, the District Municipality may decide to impose a restriction penalty on the service provider by prohibiting such service provider from doing business with the public sector for a period not exceeding 10 years.

If a District Municipality intends imposing a restriction on a service provider or any person associated with the service provider, the service provider will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the service provider fail to respond within the stipulated fourteen (14) days ~~the District Municipality may regard the service provider as having no objection and proceed with the restriction.~~

Any restriction imposed on any person by the District Municipality will, at the discretion of the District Municipality, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the District Municipality actively associated.

If a restriction is imposed, the District Municipality must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

The name and address of the supplier and / or person restricted by the District Municipality;
The date of commencement of the restriction;
The period of restriction; and
The reasons for the restriction

These details will be loaded in the National Treasury's central database of service provider or persons prohibited from doing business with the public sector.

If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Quotations Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each

case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Termination for Insolvency

The District Municipality may at any time terminate the contract by giving written notice to the service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the District Municipality.

25. Settlement of Disputes

If any dispute or difference of any kind whatsoever arises between the District Municipality and the service provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the District Municipality or the service provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

Notwithstanding any reference to mediation and/or court proceedings herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

The District Municipality shall pay the service provider any monies due for goods delivered and/or services rendered according to the prescripts of the contract.

26. Applicable Law

The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

27. Notices

Every written acceptance of a bid and any other notices shall be posted to the service provider concerned by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice;

The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

28. Taxes and duties

A service provider shall be entirely responsible for all taxes, duties, license fees, etc., of the contracted goods to the District Municipality.

No contract shall be concluded with any bidder whose tax matters are not in order.

No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

29. Value-added tax (VAT) on invoices

Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, 1991 (Act No 89 of 1991). The content of the invoice must contain information as prescribed by the Act.

It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

The amended Value Added Tax Act, 1991 (Act No 89 of 1991) requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

The VAT registration number of the District Municipality is 4700193495.

30. Tax Clearance Certificate

A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters are in order with SARS.

In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.

If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

31. Municipal Rates, Taxes and Charges

A certified copy of the **bidder's and those of its directors** municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the quotations closure date must accompany the quotations documents. If such a certified copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

C. NATIONAL TREASURY - GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

- (a) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (b) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.
- (c) The General Conditions of Contract will form part of all bid documents and may not be amended.
- (d) Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC will prevail

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **"GCC"** means the General Conditions of Contract.
- 1.15 **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 **"Local content"** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **"Project site,"** where applicable, means the place indicated in bidding documents.
- 1.21 **"Purchaser"** means the organization purchasing the goods.
- 1.22 **"Republic"** means the Republic of South Africa.
- 1.23 **"SCC"** means the Special Conditions of Contract.
- 1.24 **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 **"Supplier"** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 **"Tort"** means in breach of contract
- 1.27 **"Turnkey"** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 **"Written" or "in writing"** means hand-written in ink or any form of electronic or mechanical writing.

2. APPLICATION

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. STANDARDS

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.



7. PERFORMANCE SECURITY

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
-
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. PACKING

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY AND DOCUMENTS

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. INSURANCE

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. TRANSPORTATION

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. INCIDENTAL SERVICES

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. SPARE PARTS

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
-
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. PAYMENT

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

16.5 Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

17. PRICES

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

8. VARIATION ORDERS

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. For construction related goods, services and/or infrastructure project, contracts may be expanded or varied by not more than 20%. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. ASSIGNMENT

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. SUBCONTRACTS

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.



21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. TERMINATION FOR DEFAULT

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) If the supplier fails to perform any other obligation(s) under the contract; or
- (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) The name and address of the supplier and / or person restricted by the purchaser;
- (ii) The date of commencement of the restriction
- (iii) The period of restriction; and
- (iv) The reasons for the restriction

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Quotations Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. FORCE MAJEURE

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. TERMINATION FOR INSOLVENCY

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. SETTLEMENT OF DISPUTES

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.



27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. LIMITATION OF LIABILITY

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. APPLICABLE LAW

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. NOTICES

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. TAXES AND DUTIES

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. TRANSFER OF CONTRACTS

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. AMENDMENT OF CONTRACTS

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. PROHIBITION OF RESTRICTIVE PRACTICES

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

D. APPLICATION OF PREFERENCE POINT SYSTEM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

The applicable **80/20** preferential points system as set out in Preferential Procurement Regulations 2017 will be used to evaluate individual quotations

Regulation R.32 of 20 January 2017 provides for a preference points system

80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]

The points are awarded as follows:

- 80 points is awarded for the **lowest price** if it complies with the Quotations / Formal Written Price Quotation conditions.
- Additional points are awarded for attaining the **B-BBEE status level** of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

E. INVITATION TO BID - MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Quotation number:	Q 2021/049	Closing date:	28/06/2021	Closing time:	11h00
Description	SHORT-TERM INSURANCE BROKER FOR DIRECTORS AND OFFICERS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH					
SUPPLIER INFORMATION					
Name of bidder	Aon South Africa (Pty) Ltd.				
Postal address	PO Box 78367; Sandton; 2146.				
Street address	2 Fir Street; Observatory; 7925.				
Telephone number	Code	021	Number	442-4145.	
Cell phone number	081 430 5012.				
E-mail address	khanyisa.gogela@aon.co.za.				
VAT registration number	4320101498.				
Tax compliance status	TCS PIN:	698047923	OR	CSD No: MAAA0092277	
B-BBEE status level verification certificate [tick applicable box]	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no		B-BBEE status level sworn affidavit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
Are you the accredited representative in South Africa for the goods / services / works offered?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		Are you a foreign based supplier for the goods / services / works offered?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered	ONE		Total bid price	R 47,447.20	
Signature of bidder			Date		
Capacity under which this bid is signed	T Branch Manager				
TECHNICAL INFORMATION MAY BE DIRECTED TO:					
Contact person	Ronel van Rooyen				
Telephone number	021 888 5281				
E-mail address	ronelr@capewinelandsgov.za				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED					
Contact person	Elmine Niemand				
Telephone number	021 888 5175				
E-mail address	elmine@capewinelandsgov.za				



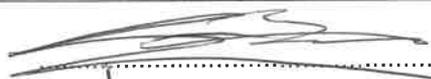
TERMS AND CONDITIONS FOR BIDDING – PART B	
1. BID SUBMISSION:	
1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.	
1.2. All bids must be submitted on the official forms provided–(not to be re-typed) or online	
1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 Bidders must ensure compliance with their tax obligations.	
2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.	
2.3 Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za .	
2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.	
2.5 Bidders may also submit a printed TCS certificate together with the bid.	
2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.	
2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. Is the entity a resident of the republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.2. Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.3. Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.4. Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.5. Is the entity liable in the RSA for any form of taxation?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p style="text-align: center;">If the answer is "no" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.</p>	
<p>NB: failure to provide any of the above particulars may render the bid invalid. No bids will be considered from persons in the service of the state.</p>	

Signature(s):

Name(s):

Capacity for the Tenderer:

Date:


 Harold Bond
 Branch Manager
 25/6/2021

F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

1. INTRODUCTION

Written price quotations are hereby invited from Short-Term Insurance Brokers to provide Directors and Officers Liability insurance for a period of 12 months that will commence from the date when an agreement has been entered into by both parties.

2. BACKGROUND

It will be required from the prospective Short-Term Insurance Broker to act as an intermediary between the Municipality and a suitable underwriter assisting the Municipality to find a policy that best suits the needs of the Municipality for Directors and Officers Liability. It is required from the broker to provide advice on the best insurance options for the Municipality's needs

The emphasis will be on the most cost-effective placement of the insurance portfolio in the insurance market, taking into consideration the mitigation of business risks and financial risks exposures.

3. SCOPE OF WORK

The scope of work under this quotation will consist of four (4) deliverables, namely-

- A.** Objectives of this bid relating to the responsibilities of the Short-Term Insurance Broker
- B.** Services required from Short-Term Insurance Broker
- C.** Responsibilities of Short-Term Insurance Broker relating to the administration of Claims
- D.** Special conditions relating to the scope of work

DELIVERABLE A: OBJECTIVES OF THIS BID RELATING TO THE RESPONSIBILITIES OF THE SHORT-TERM INSURANCE BROKER

- A.1.** The objective of this bid is for a Short-Term Insurance Broker to deal with all aspects of insurance claims on behalf of the Municipality by rendering the following services;
 - A.1.1** Placement of the Directors and Officers Liability insurance at the underwriters,
 - A.1.2** Maintain the Directors and Officers Liability insurance due to additions or any other relevant changes; and
 - A.1.3** Administration of all aspects of the Directors and Officers Liability insurance.

DELIVERABLE B: SERVICES REQUIRED FROM SHORT-TERM INSURANCE BROKER

- B.1** It is expected of the Short-Term Insurance Broker to provide the following services that may include but are not limited to the following:
 - B.1.1** Engage with all relevant stakeholders in order to set renewal at the commencement of the contract period.
 - B.1.2** Compilation of detailed insurance manual as well as full summary on the Directors and Officers Liability Insurance.



- B.1.3 Reconsideration and/or recommendations on rejected insurance claims.
- B.1.4 Day-to-day correspondence and queries.
- B.1.5 The Insurance Broker must attend meetings when required (ad-hoc) by the Cape Winelands District Municipality.

DELIVERABLE C: RESPONSIBILITIES OF SHORT-TERM INSURANCE BROKER RELATING TO THE ADMINISTRATION OF CLAIMS

- C.1 The administration of claims reported to the Insurance Broker may include but are not limited to the following:
 - C.1.1 Indicate a dedicated person/team where all claims and enquiries must be directed to.
 - C.1.2 Acknowledgement of receipt of claim forms and confirm all claims in writing to the Municipality within a reasonable time after receipt of the notification of the incident.
 - C.1.3 Provide statistics on all claims/ declarations made as requested by the Municipality.

DELIVERABLE D: SPECIAL CONDITIONS RELATING TO THE SCOPE OF WORK

- D.1 The successful service provider must conform to the following:
 - D.1.1 The retroactive period as stipulated in the schedule must be included in the insurance portfolio when placement thereof occur.
 - D.1.2 The terms and conditions must remain unchanged for the duration of the contract period.
 - D.1.3 Engagement on any aspect of an insurance claim will be done through the broker.
 - D.1.4 Should the Service Provider at any stage for any reason whatsoever terminates and/or cancel its contract with the underwriter that is indicated in this document, the Cape Winelands District Municipality, may with immediate effect cancel the contract entered into between the Cape Winelands District Municipality and the Service Provider by means of written notice to that effect and without prejudice to any of their rights to claim compensation for damages which the Cape Winelands District Municipality may suffer because of the cancellation.

4. INSTRUCTIONS FOR COMPLETING BIDS

- 4.1 The following schedules must be considered when completing the quotation:

Non-returnable schedules:

- Schedule A: Particulars of the total value insured and limits of indemnity.

Returnable schedules:

- Schedule B: Premium to be provided based on information provided.

- 4.2 Bids submitted by prospective service providers must include but are not limited to the following conditions:

- 4.2.1 Particulars of the total value insured and limits of indemnity as included in **Schedules A** are based on the existing insurance portfolio. The Municipality reserves the right to make amendments as a result of additions or any other relevant changes to the particulars of the total value insured and limits of indemnity on submission of the final insurance portfolio, as well as during the period of the contract. Should there be any amendments made, such

items must be insured at the same rate as indicated in the detailed calculations supporting the premiums in the **Compulsory Returnable Schedule: Schedule B Pricing Schedule**.

4.2.2 The bid submitted should be accompanied by a detailed list illustrating all the excesses applicable to the categories indicated in **Schedule A**, however not limited to the categories mentioned.

4.2.3 The bidder must disclose the underwriter in the **Compulsory Returnable Schedule: Schedule B Pricing Schedule**.

5. DURATION OF CONTRACT

5.1 The award under this bid will be for the period commencing from the date of acceptance of the form of offer.

5.2 The quotation will be valid for a 12 month contract period.

5.3 Timeframes for the duration of this contract may be done in consultation with the Cape Winelands District Municipality and must be mutually agreed to between the latter and the successful bidder.

6. EVALUATION CRITERIA

6.1 The quotation must be evidenced by signed quotations, from underwriters that are in good standing as per industry standards, who will support the recommended structure at the terms, conditions and exceptions proposed. Bidders that fail to submit the quotations from the underwriters together with this written price quotation will be marked as non-responsive.

6.2 The value that will be utilized for evaluation purposes, for the calculation of preference points out of 80 for price, will be the total premium as contained in the **Compulsory Returnable Schedule: Schedule B Pricing Schedule**

7. PRICING INSTRUCTIONS:

7.1 For evaluation purposes it is essential that the **Compulsory Returnable Schedule: Schedule B Pricing Schedule** be completed.

7.2 The price quoted must include all services as stipulated in the Scope of Work.

7.3 Premium

7.3.1 The premium should be rounded off to the next full rand.

7.3.2 The premium quoted should INCLUDE VAT for a period of 12 months.

7.3.3 In instances where quotations differ from bidders who utilise the same underwriter, the Cape Winelands District Municipality (CWDM) will expect from such bidders to disclose comprehensive particulars to support their cost structure that will enable the Municipality to determine what the differences consist of. This information will only be requested if necessary and must be submitted within a reasonable timeframe as determined by the CWDM.

8. REMUNERATION

8.1 The premium payable will be eligible for payment after the commencement date of the contract period. The payment will be processed by the CWDM within a reasonable time frame that will be mutually agreed upon.

- 8.2** The premium will be paid as mutually agreed between the Cape Winelands District Municipality and the Insurance Broker, for the term of the contract.
- 8.3** In the event of an excess that is payable, processing will start after the claim are approved.
- 8.4** Any fees or remuneration are inclusive of Value Added Tax where applicable

SCHEDULE A

Particulars of the total value insured and limits of indemnity as included in **Schedules A** are the Municipal risk profile to be quoted on.

CATEGORY DESCRIPTION	INSURANCE PROPERTY/- INTEREST/ PERSONS	INSURANCE LIMITS / INDEMNITY LIMIT
DIRECTORS & OFFICERS	1 Limit of Liability	R 5 000 000
	2 Retroactive cover for the following period	36 months
	3 Extensions:	
	3.1 Bodily injury and property damages defence cost	R500 000
	3.2 Defamation	Included in limit of Liability
	3.3 Defence Cost	R500 000
	3.4 Spouse and Estates, Heirs, Legal Representatives	Included in limit of Liability
	3.5 Emergency Costs and Expenses	R500 000
	3.6 Public Reputation Costs	R500 000
	3.7 Regulatory Crisis Response	R500 000
	3.8 Retired Directors	Included in limit of Liability

G. FORM OF OFFER

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a Contract in respect of the following works:

Q 2021/049: SHORT-TERM INSURANCE BROKER FOR DIRECTORS AND OFFICERS

The bidder, identified in the offer signature block, has examined the documents listed in the quotation data and addenda thereto as listed in the quotation schedules, and by submitting this offer has accepted the Conditions of Formal Written Price Quotation.

By the representative of the Formal Written Price Quotation, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Formal Written Price Quotation offers to perform all of the obligations and liabilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Conditions of Contract.

This offer may be accepted by the Employer by signing the Acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity stated in the Conditions of Formal Written Price Quotation, whereupon the bidder becomes the party named as the Service Provider in the Conditions of Contract.

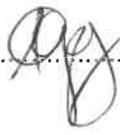
For proper evaluation purposes it is essential that this specific pricing schedule be completed in full and signed. Alternative pricing schedules will not be accepted

Signature(s): 

Name(s): Harold Bend

Capacity for the Bidder: Branch Manager

Name of organization: Abn South Africa (Pty) Ltd.

Name and Signature of Witness:  K. Gobeau Date: 25/6/2021

PRICING SCHEDULE

(For proper evaluation purposes it is obligatory that the prescribed pricing schedule must be completed in full and signed.)

PRICE SCHEDULE			
2021/2022 PREMIUM AND UNDERWRITER			
CATEGORY DESCRIPTION NO	SECTION (As above)	PREMIUM	NAME OF UNDERWRITER
1	DIRECTORS & OFFICERS	R 45,947.20	ACEE
A	SUB TOTAL	R 45,947.20	
	ADDITIONAL FEES*:		
2	SERVICE FEE	R 1,500	
3			
4			
B	SUB TOTAL (2+3+4)	R 1,500	
	TOTAL PREMIUM (A+B)	R 47,447.20	

* Additional fees refer to, but are not limited to, the brokers advice fee, brokers risk management fee and brokers additional services fees.


.....

Signature

25/6/2021
.....

Date





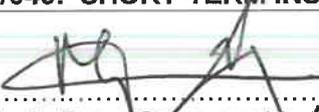
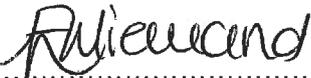
H. ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Bidders offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the Conditions of Contract identified in the contract that is the subject of this agreement.

Deviations from and amendments to the documents listed in the Formal Written Price Quotation data and any addenda thereto as listed in the Formal Written Price Quotation schedules as well as any changes to the terms of the offer agreed by the bidder and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to, and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder (now Service Provider) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

ACCEPTANCE (to be completed by the Cape Winelands District Municipality)	
Q 2021/049: SHORT-TERM INSURANCE BROKER FOR DIRECTORS AND OFFICERS	
 Ms. F.A. du Raan-Groenewald <i>M. Lesch</i> Chief Financial Officer: Financial and Strategic Support Services <i>Director BTO</i> <i>04/08/2021</i> Date
 Me. E Niemand Witness <i>04/08/2021</i> Date

I. QUESTIONNAIRE

List all partners / members / directors of this enterprise			
Van / Surname / Ifani	Voornaam / First name / Amagama	ID Nr./No. Inombolo	State Employee Number
Please see attached.			

BROAD-BASED BLACK ECONOMIC EMPOWERMENT (Act 53 of 2003)

LW! Om Voorkeerpunte te eis moet 'n gesertifiseerde afskrif van u Gebalanseerde Breë Basis Swart Ekonomiese Bemagtigings-telkaart voorgelê word tesame met die **MBD 6.1** Eisvorm vir punte.

NB! To claim Preference points a certified copy of your Balanced Broad-Based Black Economic Empowerment Score Card must be submitted with the **MBD 6.1 Claim Form**.

QAPHELA! Ukuba ufuna ukwenza ibango lamanqaku akhethekileyo, kufuneka ukuba isicelo sakho sekopi eqinisekisiweyo ye Balanced Broad-Based Black Economic Empowerment Score Card ihambe kunye nefomu eyi **MBD 6.1 Claim Form**.

Vir meer inligting besoek: / For more information please visit: / Inkcukach ezithe vetshe uzakuzifumana aph:

The Department of Trade and Industry: <http://bee.thedti.gov.za/>
 South African National Accreditation System: <http://www.sanas.co.za/directory.php>
 Independent Regulatory Board of Auditors: <http://irba.co.za/index.php>

Besigheid of persoon se naam:- / Business or person's name:- / Igama leshishini okanye lomntu

- **1. Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **ras**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **race**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobuhlanga**. ○ %
2. Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **geslag**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **gender**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokwesini**. ○ %
3. Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **gestremdheid**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **disability**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobulwelwe**. ○ %
4. Persentasie aandeelhouing van persone geklassifiseer as **jeug**. (18 – 35 Jaar oud).
 Percentage of shareholding of persons in the business classified as **youth**. (18 – 35 Years old)
 Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba **lulutsha** (18 – 35 Yeminyaka) ○ %
5. Is u besigheid geleë binne die jurisdiksie van die Distriksmunisipaliteit ? In / Uit In/Ngaphakathi
 Is your business established within the area of jurisdiction of the District Municipality? In / Out Uit/Out/Ngaphandle
 Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakathi / Ngaphandle
6. Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee Ja/Yes/Ewe
 Do you make use of local labour (job creation)? Yes / No Nee/No/Hayi
 Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)? Ewe / hayi

Directors Details

NAME (Surname, Full Names)	Position occupied in Enterprise Date	Employee Number	Personal Income Tax Reference Number	ID NO.	Race / Citizen
Williams, Terence	Chief Executive Officer 05 May 2015	263187	1869094647	7708115142086	White / SA
Morwe, Ncololwane Leeu	Chief HR Office: Aon Sub Sahara Africa 24 April 2013	70958	2551218148	7707135481086	Black / SA
Bruwer, Nicolene	Chief Financial Officer 1 st March 2020	0587673	1835226141	8102020012080	White / SA
Mahlangu, Vusumuzi (Vusi)	Non Executive Director 01 December 2011	N/A	0411/173/64/4	7007095370084	Black / SA
Mhlarhi, Mmakgolo Meta	Non Executive Director 23 April 2018	N/A	1548479144	7912040298094	Black / SA
Dr Magau, Namane Tiny	Non Executive Director 25 April 2019	N/A	0667134845	5206090228089	Black / SA

3.15	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the Register for Quotations Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes	<input checked="" type="radio"/> No
3.15.1	If yes, furnish particulars. N/A		

3.16	Was the supplier or any director/ member/ trustee/ principle shareholder convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	<input checked="" type="radio"/> No
3.16.1	If yes, furnish particulars. N/A		

3.17	Does the supplier or any director/ member/ trustee/ principle shareholder owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	<input checked="" type="radio"/> No
3.17.1	If yes, furnish particulars. N/A		
	The municipality may not do business with individuals/businesses, including that of all the owners/partners/members/directors, whose municipal rates and taxes and/or service charges are in arrears for more than three (3) months unless arrangements have been made with the municipality to settle such arrears. Refer to SCM Regulation 38(d). (Certified copies of your <i>most current</i> accounts/statements and/or proof of any arrangement to be submitted every three months – provide individual information in the schedule under par. 4.		

3.18	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	<input checked="" type="radio"/> No
3.18.1	If yes, furnish particulars. N/A		

4	<p>MFMA Circular No 62 of July 2013 require bidders to submit the names of their directors/ trustees/ shareholders, their individual identity numbers, personal tax reference numbers and employee numbers of those who are in the service of the state as defined in the Municipal Supply Chain Management Regulations as part of their bid submissions. A shareholder is defined as a person who owns shares in the company and is actively involved in the management of the company or business, and exercises control over the company.</p>					
	Full name of directors / trustees / shareholders	Identity Number	% Share-holding in company	Personal Tax Reference Number	State Employee Number (Persal)	Municipal rates & services account numbers (3.17.1) <i>Municipal clearance or most recent service account must be attached as evidence</i>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Please see Annexure 12

I, the under signed, certify that the information furnished on this declaration form is true and correct. I accept that my/my company's bid/registration may be rejected and in addition to the rejection that action may be taken against me/ my company should this declaration prove to be false.


Signature

25/6/2021
Date

Branch Manager
Capacity of Signatory

AON SOUTH AFRICA (PTY LTD)
Name of Bidder/Company/CC Name

MANDATORY SECTION: THIS DECLARATION WILL NOT BE ACCEPTED IF NOT CERTIFIED:

- ¹ MSCM Regulations: "in the service of the state" means to be –
- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
 - (b) a member of the board of directors of any municipal entity;
 - (c) an official of any municipality or municipal entity;
 - (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
 - (e) a member of the accounting authority of any national or provincial public entity; or
 - (f) an employee of Parliament or a provincial legislature.

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Commissioner of Oaths	
Signed and sworn to before me at	
on this the day of 20 by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.	
Commissioner of Oaths	
Position:	
Address	
.....	
Tel:	
Apply official stamp of authority on this page:	

This document is compulsory, in terms of Regulation 44 of the Supply Chain Management Regulations, to do business with any municipality – If not endorsed by a Commissioner of Oaths, or failure to submit it, will disqualify your business from the acquisition process. (Must be submitted annually)



K. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- 1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
- 5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.
² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Q 202/049 - Short-term Insurance Broker for Directors & Officers
(Bid Number and Description)

in response to the invitation for the bid made by: CAPE WINELANDS DISTRICT MUNICIPALITY do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: Abn South Africa (Pty) Ltd. that:
(Name of Bidder)

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;



GENERAL DISCLOSURE

In our reading of some of the questions, it is not entirely clear what is being asked. In an effort to ensure that we do not prejudice our response in terms of this tender, we make the following disclosures to you in the interests of transparency:

Dr. Namane Magau is a shareholder in the consortium as well as a non-executive director of Aon South Africa (Pty) Ltd. She is also the non-executive chairperson of NTP Radioisotopes, which is a state-owned entity.

Certain of the other shareholders in the Newshelf 1151 (Pty) Ltd may hold executive and/or non-executive appointments with state owned entities from time to time. They may also consult to the State, personally or via another entity. Further details in this regard are available on specific request, should this be required. These shareholders are not appointed to the Aon South Africa (Pty) Ltd board of directors.

Please refer to letter from the Auditor General's office enclosed.

01.06.2019





AUDITOR-GENERAL
SOUTH AFRICA

Dr N Magau
B&D Solutions
PO Box 876
Broederstroom
0240

29 October 2015

Dear Dr Magau

SERVING AS A NON-EXECUTIVE DIRECTOR ON THE BOARD OF DIRECTORS OF AON SOUTH AFRICA (PTY) LTD AND NTP

1. Your correspondence dated 20 October 2015 has reference.
2. Members of the board of directors of a municipal entity and members of an accounting authority of any public entity are included in the definition of "in the service of the state" in the Municipal Supply Chain Management Regulations, 2005.
3. ~~The Auditor-General of South Africa (AGSA) supports the principle of having skilled~~ professionals serving the public sector through participation in boards or audit committees of public entities and municipal entities.
4. In consultation with the National Treasury it was agreed that, for auditing purposes, a person serving as a non-executive member of a public entity or municipal entity will be excluded from the definition "in the service of the state". This exception will not apply if there is a specific risk that such person could have had access to municipality's operation by virtue of his membership in the board.

Yours sincerely

Vusi Msibi
Corporate Executive

Enquiries: Marissa Bezuidenhout
Telephone: (012) 426 8015
Email: marissab@agsa.co.za

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) Prices;
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.



 Signature

25/6/2024

 Date

Branch Manager

 Position

Aon South Africa (Pty) Ltd

 Name of Bidder

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



L. REFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 (MBD 6.1)

This document serves as a claim form to qualify for preference points in respect of Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution and must accompany an original certified copy of the applicable certificate.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point system is applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore only the 80/20 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
Price	80
B-BBEE status level of contributor	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;



- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE PREFERENCE POINT SYSTEM

A maximum of 80 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: 216..... (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	<input checked="" type="checkbox"/>
-----	--	----	-------------------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted N/A %
- ii) The name of the sub-contractor... N/A
- iii) The B-BBEE status level of the sub-contractor... N/A
- iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	<input checked="" type="checkbox"/>
-----	--	----	-------------------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

N/A

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm: Aon South Africa (Pty) Ltd

8.2 VAT registration number: 4320101498

8.3 Company registration number: 1978/004501/07

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

Financial Services

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

Apn rents its buildings therefore the municipal fees are the landholder's responsibility.

8.8 Total number of years the company/firm has been in business:

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) Forward the matter for criminal prosecution.

Signature of Bidders:

[Handwritten Signature]

DATE:

25/6/2021

ADDRESS:

Cape Town

WITNESSES:

1.

[Handwritten Signature] *K. Goss*

2.

[Handwritten Signature] *D. Zuweni*

[Handwritten Initials]

M. CONTRACT FORM RENDERING OF SERVICES (MBD 7.2)

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) Cape Winelands District Municipality..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **Q 2021/049** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

Name Harold Bond
Capacity Branch Manager
Signature 
Company name Aon South Africa (Pty) Ltd.
Date 25/06/2021
Witness 1 K. Gosen Date 25/6/2021
Witness 2 D. Zweneni Date 25/06/2021

PART 2 (TO BE FILLED IN BY THE PURCHASER)

M. Lesch

Director BTO

1. I, ~~FA du Raan Groenewald~~ in my capacity as ~~Chief Financial Officer~~ accept your bid under reference number Q 2021/049 dated 28 June 2021 for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
Q 2021/049: SHORT-TERM INSURANCE BROKER FOR DIRECTORS AND OFFICERS	<i>R47447.20</i>	<i>2024/22</i>	<i>⊙</i>	<i>1</i>

4. I confirm that I am duly authorized to sign this contract.

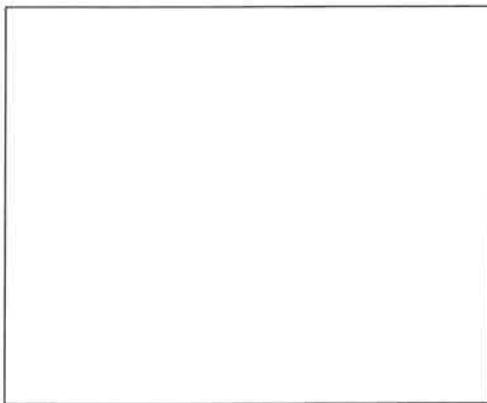
Signed at Stellenbosch on..... *[Signature]*

Name (Print) ~~FA du Raan-Groenewald~~ *M. Lesch*

Signature

Witness 1 *[Signature]* Date *04/08/2021*

Witness 2 *[Signature]* Date *04/08/2021*

Official Stamp 

[Signature]

N. MUNICIPAL RATES AND SERVICES

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality
Please see Annexure 12.			

NB: Please attach certified copy/copies of the Municipal Account(s)

DECLARATION:

I, the undersigned (name)
 Certify that the information furnished above is correct. I accept that the state may act against me should this declaration prove to be false.


 Signature

25/6/2021
 Date

Branch Manager
 Position

Aon South Africa (Pty) Ltd.
 Name of Bidder



O. AUTHORITY FOR SIGNATORY - Please see Annexure 10 for Board Resolution.

We, the undersigned, hereby authorize Mr/Mrs Harold Bond
 acting in his/her capacity as Branch Manager
 of the business trading as Ken SA (Pty) Ltd
 to sign all documentation in connection with Quotation Q2021/049

Name of members / directors	Signature	Date

REFER ANNEXURE 10

Note: If bidders attached a copy of their Authorized Signatory it is not necessary to complete this form.



P. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT (SCM) PRACTICES (MBD 8)

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - Abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - Been convicted of fraud or corruption during the past five years;
 - Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - Been listed in the Register of Quotation Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No12 of 2004)
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>		✓
4.1.1	<p>If so, furnish particulars:</p> <p style="text-align: center;">N/A</p>		
4.2	<p>Is the bidder or any of its directors listed on the Register for Quotation Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Quotation Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>		✓
4.2.1	<p>If so, furnish particulars:</p> <p style="text-align: center;">N/A</p>		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>		✓
4.3.1	<p>If so, furnish particulars:</p> <p style="text-align: center;">N/A</p>		
4.4	<p>Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</p>		✓

4.2.1	If so, furnish particulars: n/A
4.3	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? <input type="checkbox"/> <input checked="" type="checkbox"/>
4.3.1	If so, furnish particulars: n/A

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) HAROLD BOND CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

[Signature]
Signature

25/6/2021
Date

Branch Manager
Position

Aon South Africa (Pty) Ltd
Name of Bidder

[Signature]

Q. CREDIT ORDER INSTRUCTION *Please see Annexure 14.*

It is the policy of the Cape Winelands District Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

DETAILS OF FIRM/INSTITUTION

Name	A O N S O U T H A F R I C A (P T Y) L T D

DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS:

NAME OF BANK	S T A N D A R D B A N K
NAME OF BRANCH	J O H A N N E S B U R G
BRANCH CODE	0 0 0 2 0 0
ACCOUNT NUMBER	0 0 0 1 0 7 9 9 9
TYPE OF ACCOUNT	1 = Cheque 2 = Savings

I/we hereby request and authorise the Cape Winelands district municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we understand that a payment advice will be supplied by the Cape Winelands District municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment.

I/we further undertake to inform the Cape Winelands District municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

..... INITIALS AND SURNAME:

..... AUTHORISED SIGNATURE:

..... DATE:

..... TELEPHONE NUMBER:

FOR BANK USE ONLY

<p>I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct:</p> <p>.....</p> <p>AUTHORISED SIGNATURE</p>	<p>OFFICIAL DATE STAMP</p>
---	-----------------------------------

FOR FULL SUPPLIER ACCREDITATION, ALL PARTS MUST BE COMPLETED AND SIGNED:

R. COMPULSORY DOCUMENTATION / CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE QUOTATION DOCUMENT:

Form G - Form of offer Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	No	
Form J – Declaration of Interest (MBD4) Is the personal declaration from each and every owner / member / director duly completed, certified and signed?	Yes	<input checked="" type="checkbox"/>	No	
Form K – Certificate of Independent Bid Determination (MBD 9) Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	No	
Form L – Preference Points Claim – (MBD 6.1) Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	No	
Form M - Contract Form Is the form duly completed and signed?		<input checked="" type="checkbox"/>		
Form N – Municipal Rates and services Is a certified copy of the bidder's and those of its director's municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date attached?	Yes	<input checked="" type="checkbox"/>	No	
Form O– Authority for Signatory Is the form duly completed and is a certified copy of the resolution attached?	Yes	<input checked="" type="checkbox"/>	No	
Form P – Declaration of Past Supply Chain Practices (MBD 8) Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	No	
Tax Compliance Status Is your unique personal identification number (pin) issued by SARS attached?	Yes	<input checked="" type="checkbox"/>	No	

Additional documents applicable to this specific quotation: Failure to submit this documentation shall lead to disqualification)				
Company profile Is a company profile attached?	Yes	<input checked="" type="checkbox"/>	No	

Failure to submit the following certificate will not lead to disqualification, but the tenderer will score 0 points for B-BBEE during the evaluation of tender offers.

B-BBEE Certificate Is a certified copy of the B-BBEE or Original certificate attached?	Yes	<input checked="" type="checkbox"/>	No	
--	-----	-------------------------------------	----	--

I, Harold Bond..... confirm that all compulsory documents for this tender is duly completed, signed and attached to this document.

Signature: 

Date: 25/6/2021.....



S. REFERENCES

This schedule is to determine the capability of the bidder to execute the contract.

At least three (3) reference letters from companies with whom the service providers are/have conducted business relating to the terms of reference of this tender must be included in the tender document, together with the contact details of the references, alternatively reference letters must be submitted within a timeframe as to be determined by the Cape Winelands District Municipality.

Company Name	CITY OF CAPE TOWN
Description of project	INSURANCE BROKING
Contact person name	CHRIS GREENWAY
Contact person telephone number	021 400 4747
Value of project	R80M

Company Name	STELLENBOSCH MUNICIPALITY
Description of project	INSURANCE BROKING
Contact person name	MONIQUE STEYL
Contact person telephone number	021 808 8516
Value of project	R5.8M

Company Name	LANGEBERG MUNICIPALITY
Description of project	INSURANCE BROKING
Contact person name	KAREN MEIRING
Contact person telephone number	023 626 8278
Value of project	R4.2M

Annexure 2: Pricing and Insurer Detail



PI & LIABILITY UNDERWRITING MANAGERS



PI & LIABILITY UNDERWRITING MANAGERS

A C and E PI & Liability Underwriting Managers (Pty) Ltd

7th Floor Office Tower, Bedford Centre, Smith Street, Bedfordview
P O Box 752189, Gardenview, 2047, Republic of South Africa

Company Registration Number: 2013/145635/07

VAT Registration Number: 4090266018

Tel: 011 615 7529 Fax: 011 615 9360 Website: www.engineeringace.co.za

Licensed Financial Service Provider 45553

DIRECTORS AND OFFICERS LIABILITY QUOTATION - ANNUAL

CONFIDENTIALITY CAUTION

If you have received this communication in error please note that it is intended for the addressee only. It is privileged and confidential and dissemination or copying is prohibited.

Quoted by:

SIPHIWE SITHOLE

Contact Number: 011 615 7529

Email: siphiwe@engineeringace.co.za

Thank you for considering AC & E PI & LIABILITY MANAGERS for a quotation.

Quote Conditions:

- Standard AC & E Policy, Terms, and Conditions apply, unless otherwise agreed;
- SAIA Nuclear, Terrorism, Computer Losses, Asbestos, and Environmental Impairment & Pollution/Damage exclusions apply
- This quotation is valid for **30 days**;
- AC & E may wish to survey the risk
- Additional cover or extensions may be subject to additional premium;
- All values quoted include VAT, unless otherwise stated;
- The Policy currency is ZAR
- The policy excludes nationalization, confiscation, commandeering, requisition & destruction by Government or local authorities
- The Policy is subject to South African Jurisdiction and Law
- Brokers FAIS number and Insured's VAT number to be on closings;
- Insured's Physical address, Vat number and Company registration number to accompany all closings/acceptances
- Confirmation of Claims Experience;
- This quotation is based on the information supplied to AC&E
- **Cover will only incept when premium has been paid**
- **This is a quotation only, and it is not the intention to "HOLD COVERED" unless specifically endorsed in writing.**



PI & LIABILITY UNDERWRITING MANAGERS

June 25, 2021

ANNUAL PI QUOTE

Quote No. DO21/SS36138

Insured Details	Broker Details
Insured : Cape Winelands District Municipality Reg No. : Please Advise Contact : Please Advise Address : 46 Alexander Street Stellenbosch 7600 E-mail : Please Advise Telephone : 0861 265 263 VAT No. : Please Advise	Broker : Aon South Africa (Pty) Ltd Contact : Teboho Mokoena E-mail : teboho.t.mokoena1@aon.co.za FSP No. : 20555

Insurance Details	
Broker Commission	: 20.00%
Renewal Form Date	: 25 June 2021 – Broker Submission received
Professional Activities	: Municipality
Total Assets	: R 914 523 821.00
Period of Insurance	: 12 months from Inception
Retroactive Date	: Inception
Territorial Limits	: Worldwide (Excluding USA & Canada)
Jurisdiction	: Republic of South Africa
Premium Payment	: Premium is paid in advance
Cover	: 1. Directors, Officers & Employees / 2. Company Reimbursement
Applicable Wording	: Directors and Officers Wording
Additional Notes:	
<ul style="list-style-type: none">• Should you wish to make a monthly premium payment, please complete the attached debit order authority.• Quote subject to any pertinent underwriting information that we might become aware of prior to renewal / inception date of the policy to be issued.• Warranted that there are no known claims / incidents that could lead to a claim under this policy from the date of the submitted proposal form and date of acceptance of this quote.	
Specific Exclusion/s: -	
- The Insurers will not indemnify the Insured for any claims associated with legal liability, including any liability for errors and omissions in the performance of professional duties, costs, expenses or any consequential losses arising out of and/or directly or indirectly caused by any Pandemic and/or infectious diseases, including but not limited to any virus, bacterial infection or immune deficiency diseases.	

Managing Director: Anne-Marie Fourie





PI & LIABILITY UNDERWRITING MANAGERS

DIRECTORS AND OFFICERS LIABILITY

Product Type	Limit of Indemnity Excl 15% VAT (Annual Aggregate)	Deductible VAT Neutral (Each & Every Loss)	Annual Premium (Incl 15% VAT)	Optional Payable Monthly Annual Premium (Incl 15% VAT)
Directors & Officers Liability	R 5 000 000	25% of claim min R 25 000	R 57 434	Not applicable

Extension	Limit of Indemnity (Excl 15% VAT) Each and every loss	Deductible (VAT Neutral) Each & Every Loss	Annual Premium (Including 15% VAT)
Spouse and Estates, Heirs, Legal representatives	Included in the D&O limit above	As quoted above under D&O	Included in the premium quoted above
Defamation	Included in the D&O limit above	As quoted above under D&O	
Regulatory Crisis Response Costs	Sub limited to 10% of the indemnity limit	R25 000	
Emergency Costs and Expenses	Sub limited to 10% of the indemnity limit	R25 000	
Public Reputation Costs	Sub limited to 10% of the indemnity limit	R25 000	
Retired Directors	Included in the D&O limit above	2,5% of claim, minimum R 25 000	
Defense Costs	Sub limited to 10% of the indemnity limit	R 10 000	

Optional Extension 1: Subjectivity Prior to receipt of instructions to issue

*Please can we have the names of those directors requiring ODL and a brief description of the boards they serve

Optional Extension 1 On a Declaration Basis*	Limit of Indemnity (Excl 15% VAT) Annual Aggregate	Deductible (VAT Neutral) Each & Every Loss	Additional Annual Premium (Incl.15% VAT)	Additional Optional Monthly Payable Annual Premium (Incl.15% VAT)
Outside Directorship	R 5 000 000	R 10 000	R 14 359	Not applicable

Managing Director: Anne-Marie Fourie





PI & LIABILITY UNDERWRITING MANAGERS

Optional Extension 2: - Please confirm should this option be taken up together with closing instructions at inception of this policy

Optional Extension 2	Option	Period Of Insurance	Limit of Indemnity Excl. 15% VAT (Annual Aggregate)	Deductible (VAT Neutral) Each & Every Loss	Additional Annual Premium (Incl.15% VAT)	Additional Optional Monthly Payable Annual Premium (Incl.15% VAT)
Discovery Period	1	12 months	R 10 000 000	Follows main policy deductibles applicable to each item	R 28 717.00	Not applicable
	2	24 months	R 10 000 000		R 45 947.00	Not applicable
	3	36 months	R 10 000 000		R 57 434.00	Not applicable

CONDITIONS:

1. War, terrorism, riot, strike, civil commotion, asbestos, computer losses and gradual pollution are excluded.
2. All Policies are on a claims made basis.
3. Policy Deductibles are VAT Neutral.
4. The quotation is inclusive of 20% Broker Commission and 15% Ancillary Fee.
5. Signed Proposal Form – The premiums quoted herein are based on the information provided in the signed Proposal Form.
6. Sanctions Clause : No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or pay any benefit under the policy to the extent that the provision of such cover payment of such claim or provision of such benefit would expose that the (re)insurer to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any of its states.

Note: You are most welcome to discuss the terms and conditions of this quotation.

Our banking details as follows:

Account Name: **New National Assurance Company Limited – AC&E Premium Collection**

Bank: **NEDBANK**

| Branch: **145 405**

| Account No.: **108 934 7553**

All Cheque payments/deposits to be made to:

New National Assurance Company Limited – AC&E Premium Collection

Managing Director: Anne-Marie Fourie





PI & LIABILITY UNDERWRITING MANAGERS

4. Details of AC&E Compliance Officer: Address correspondence to:

Roy Banks
Compliance Trust (Pty) Ltd
Practice Number: 6749
Mobile: 082 575 6427
Email: Roy@compliancetrust.co.za
Facsimile Number: 086 636 5359

5. Other matters of importance

Please note that AC&E have implemented a Conflict of interest management policy as required by the FAIS Act and General Code of Conduct. A copy of our policy may be viewed on our website at: www.engineeringace.co.za

- (a) You must be informed of any material changes to the information provided above.
(b) If the information was given orally, it must be confirmed in writing within 30 days.
(c) If any complaint to the intermediary or insurer is not resolved to your satisfaction you may submit the complaint to the Registrar of Short-term Insurance.
(d) The insurer and not the intermediary must give reasons for repudiating your claim.
(e) Polygraph or any lie detector test is not obligatory in the event of a claim and the failure of such a test may not be the sole reason for repudiating a claim
(f) Your insurer may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the notice has been sent to you.
(g) You are entitled to a copy of the policy free of charge.
(h) Your Broker receives commissions from your Insurer at the legislated rates. These are currently, 20% on Non-Motor Policies other than Single Project PI which is 15%. Any other amounts due by you will be included in all quotations and renewal documents given to you and will be reflected on your policy schedule

6. Warning

- * Do not sign any blank or partially completed application form.
- * Complete all forms in ink.
- * Keep all documents handed to you.
- * Make notes as to what is said to you.
- * ~~Don't be pressurized to buy the product.~~
- * Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance
- * All material facts must be accurately, fully and properly disclosed by you. All information provided by you or on your behalf is your responsibility. You need to be satisfied with the accuracy of any transaction submitted by your broker on your behalf.
- * Misrepresentation, incorrect or non-disclosure by you of any material facts or circumstances may impact negatively on any claims arising from your insurance contract

7. Particulars of Short-term Insurance Ombudsman

The Ombudsman is available to advise you in the event of claim problems which are not satisfactorily resolved by the insurance intermediary and/or the insurer.

Postal Address: P.O. Box 32334, BRAAMFONTEIN 2017
Tel: (011) 726 8900 Fax: (011) 726 5501
Web Site: www.osti.co.za

8. Particulars of Registrar of Short-term Insurance.

FINANCIAL SERVICES CONDUCT AUTHORITY - FSCA

Tel: 0800 20 37 22 Call Centre
012 428 8000 Switchboard
Fax: 012 346 6941
Email: info@fsca.co.za
Website: www.fsca.co.za
Physical Address: 41 Matroosberg Road, Ashlea Gardens, Pretoria

9. Particulars of the FAIS Ombud:

Telephone: +27 12 762 5000 / +27 12 470 9080,
Facsimile: +27 86 764 1422 / +27 12 348 3447
E-mail Address: info@faisombud.co.za
Website: www.faisombud.co.za
Physical Address: Sussex Office Park, Ground Floor, Block B, 473 Lynnwood Road, C/o Lynnwood Road & Sussex Ave, Lynnwood.



PI & LIABILITY UNDERWRITING MANAGERS



DIRECTORS AND OFFICERS / COMPANY REIMBURSEMENT INSURANCE

ANNUAL DIRECTORS AND OFFICERS AND COMPANY REIMBURSEMENT INSURANCE (THIS IS A "CLAIMS MADE" POLICY)

The Insured having made a Written Proposal by completing a Proposal Form together with any additional and statements made by the Insured to The New National Assurance Company Limited (The Insurers), the contents of which have been assessed by the Underwriting Managers and the risk profile of the Insured having been established to the Underwriting Manager's satisfaction, then this information and the quotation shall be deemed to be incorporated herein;

Now this Policy of insurance witnesses that subject to the Insured having paid to the Insurers the premium mentioned in the Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the Insurers will indemnify the Insured Person or Holder of this Insurance in the manner and to the extent hereinafter provided in respect of claims arising out of the wrongful act in their duties as Director(s), Officer(s).

The Insurer may at any time pay to the Insured in connection with any claim under this Policy the amount of the Limit of Liability shown in The Schedule (after deduction of any sum already paid including costs and expenses incurred by the Insurer in investigating or otherwise dealing with the claim) or any lesser amount for which such claim can be settled and upon such payment being made the Insurer shall relinquish the conduct and control of and be under no further liability in connection with such claim or associated costs and expenses

OPERATIVE CLAUSE

The Insurers will indemnify the Holder of this insurance and/or Insured Person against its liability to pay compensation as per the indemnity clause in accordance with the law of South Africa and subject to the terms, exclusions, conditions and limitations contained herein or endorsed hereon.

The indemnity applies only to such liability as defined in respect of claims first made against the Holder of this insurance and/or Insured Person during the period of insurance and arising out of the ordinary course of the business within the territorial limits.



INDEMNITY

A. Directors and Officers Liability

The Insurer shall pay such costs for which each Insured Person(s) is liable for Damage resulting from any claim first made against such Person during the Policy period for loss not indemnified by the Company.

B. Company Reimbursement

The Insurer shall pay such costs for which the Holder of the Insurance has incurred to indemnify the Insured Person(s) for Damage

Limit of Liability

The Total Liability of the Insurers, in terms of the Insuring Clause:

1. Per Claim or series of claims arising from one originating cause or source, including interest thereon, all claimants' costs, fees and expenses, defence costs and any additional covers which are sub-limited
 2. In respect of all claims per Policy Period
- shall not exceed the Limit of Liability per occurrence including all costs and expenses or any aggregate Limit of Liability per annum (if applicable) stated in the schedule.

The Limit of Liability shall be in excess of the policy deductible

Defence Costs

- a) The Insured shall render at their own cost all reasonable assistance as the Insurers or their Representative may require in order to investigate the incident, allegation or claim made against the Insured;
- b) The Insurers will pay at cost any expenses incurred by the Insured and agreed by the Underwriters in writing (excluding such costs mentioned in a) above) in order to assist with the investigations defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by this Policy.
- c) All costs, fees and expenses incurred by the Insurers or at their instance in the investigation defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured shall be deemed to be costs, fees and expenses incurred by the Insured with the prior consent of the Insurers.

Provided always that such costs and expenses shall not exceed the limit of liability provided for Defence Costs in the policy schedule

DEFINITIONS

Asset proceeding shall mean any proceeding made against an Insured Person in his capacity as such as a result of which an order of the type referred to in extension 1 may be made.

Bodily injury and/or property damage shall mean bodily injury, sickness, disease, death or emotional distress or Damage to or destruction, impairment or loss of use of any property.

Claims shall mean

- a) any written demand or claim form, writ, summons, arbitration proceeding or other civil application of any description whatsoever including any cross-claim or counter claim for a wrongful act.
- b) any regulatory or criminal proceeding for a wrongful act.
- c) for the purposes of this insurance unless clearly stated otherwise claims includes investigations.

Company shall mean the policyholder and any subsidiary if noted on the schedule as a subsidiary

Continuity date shall mean the applicable date specified in the schedule.

Costs and expenses shall mean

- a) the reasonable and necessary fees and expenses incurred by the Holder of this insurance and/or any Insured Person with the Insurers prior written consent, which consent shall not be unreasonably withheld or delayed, resulting solely from the participation in an investigation and/or defence and/or monitoring and/or settlement of any claim and appeals therefrom.
- b) costs and expenses does not include salaries, commissions, expenses or other benefits of any Insured Person or any other costs of the Holder of this insurance.

Damage shall mean

- a) damages or costs awarded against the Insured Person by a competent court or tribunal, including punitive or exemplary damages where insurance against liability to pay such damages is lawful under the laws of the territory in which the award was made.
- b) settlements entered into by the Insured Person in respect of his liability for damages with the Insurers' prior written consent which consent, shall not be unreasonably withheld or delayed.
- c) costs and expenses which also include investigation costs, pre-investigation costs, asset expenses, prosecution costs and extradition costs.

Damage does not include any obligation to repay any monies wrongfully received by the Insured Person or any civil, regulatory or criminal fines or penalties.

Deductible shall mean that first amount of each and every claim to be borne by the Holder of this insurance and/or Insured Person. It being understood and agreed that if any costs and expenses are incurred by the Insurers which, by virtue of the deductible, is the responsibility of the Holder of this insurance then such expenditure shall forthwith be reimbursed by the Holder of this insurance.

Directors and/or Officers shall mean

- a) any natural person who is, was or during the period of insurance becomes a director or officer of the Holder of this insurance including a shadow director as defined in the Companies Act or such equivalent in the relevant jurisdiction and any natural person who is construed to be a director or officer within the meaning of any applicable law or regulation governing such matters
- b) any natural person who is, was or during the period of insurance becomes a managerial or supervisory employee of the Holder of this insurance.

Employment wrongful act and/or acts shall mean any actual or alleged violation of employment laws or any other legal provisions relating to an individual's actual or prospective employment relationship with the Holder of this insurance.

Excess limit shall mean the limit stated in the schedule that is available to each of the Holder of this insurance non-executive directors

- a) when the limit of liability
 - b) all other applicable management liability insurance whether specifically written as excess over the limit of liability of this insurance or otherwise
 - c) all other indemnification for Damage available to any non-executive director
- have all been exhausted.

Holder of the insurance shall mean the company stated in the schedule and includes all subsidiaries.

Insured Person shall mean any natural person who was, is or during the period of insurance becomes a director or officer, employee as well as any outside entity director. Insured Person is extended to include

- a) the spouse
 - b) the administrator, heirs, legal representatives or executor of a deceased, incompetent, insolvent or bankrupt estate
- of an Insured Person referred to above in regards to the acts of an Holder of this insurance

Investigation shall mean any formal or official hearing, investigation or inquiry into the affairs of the Holder of this insurance or into the conduct of a director or officer in his capacity as such by an official body

- a) once the director or officer has received a written request to attend a meeting or provide information.
- b) is identified in writing by an investigating official body as a target of the hearing, examination or inquiry but not including an industry-wide hearing examination or inquiry.

Major shareholder shall mean a shareholder of the Insured

who owns or controls more than the percentage specified in the schedule of the ordinary shares or who has the right to appoint or remove directors holding more than the percentage specified in the schedule of the voting at meetings of the board or who has the sole control of more than the percentage specified in the schedule of the voting rights in the Insured, whether pursuant to an agreement with other members of otherwise

Merger shall mean the combination of two or more entities such that none of them

- a) controls the composition of the board of directors.
- b) controls more than half of the voting power.
- c) holds more than half of the issued share capital.

Official body shall mean any regulator, government body, government agency, official trade body, or any other body that is empowered by statute to investigate the affairs of the Holder of this insurance or Insured Person.

Outside entity shall mean any entity other than the Holder of this insurance that

- a) is not domiciled in South Africa, its territories or possessions or does not have any securities listed on an exchange in the Republic of South Africa.
- b) does not have negative net assets at the inception of this insurance.
- c) is not a bank, investment company, investment adviser and/or manager, hedge or mutual fund, private equity or venture capital company, stock brokerage firm, insurance company or similar entity.

Outside entity director shall mean any director or officer who at the specific request of the Holder of this insurance becomes a director or officer of an outside entity.

Pollution shall mean the discharge, dispersal, release or escape of any substance exhibiting any hazardous characteristics as defined by or identified on a list of hazardous substances issued by the National Environmental Act and the Hazardous Substances Act, 1973 as may be amended from time to time and any equivalent EU or US equivalent. Such substances shall include, without limitation, solids, liquids, gaseous, or thermal irritants, contaminants or smoke, vapours, soot dust, fibres, fungi, viruses, bacteria, fumes, acids, alkalis, chemicals and waste including, but not limited to material to be recycled, reconditioned or reclaimed, asbestos or asbestos product, noise, odour and any electric, magnetic or electromagnetic field. Pollution also includes ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel or radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Regulatory crisis event shall mean any raid, inspection or visit by any official regulator on the Holder of this insurance that was not prearranged and at which documents are inspected or required to be produced.

Retired director or retired officer shall mean any director or officer who other than by reason of a takeover or merger or insolvency of the Holder of this insurance voluntarily retires during the period of insurance.

Security or securities shall mean any security representing debt of or equity interests in the Holder of this insurance.

Securities claim shall mean any written demand or civil, criminal, administrative, regulatory or arbitration proceedings other than administrative or regulatory proceeding against the Holder of this insurance alleging a violation of any laws, statutory or common, rules or regulations regulating securities, the purchase or sale or offer or solicitation of an offer to purchase or sell securities or any registration relating to such securities

- a) brought by any person or entity alleging arising out of, based upon or attributable to the purchase or sale, or offer or solicitation of an offer to purchase or sell any securities of the Holder of this insurance.
- b) brought by a security holder of the Holder of this insurance with respect to such security holder's interest in securities of such Company.
- c) brought derivatively on behalf of a company by a security holder of that company.

Securities claim shall not mean any claim by a director, officer or employee of the Holder of this insurance alleging, arising out of, based upon or attributable to Damage of, or the failure to receive or obtain, the benefit by any securities including warrants or options.

Subsidiary shall mean

- a) any company in respect of which the Holder of this insurance either directly or indirectly through one or more of its subsidiaries on or before the inception date of this insurance
 - i) controls the composition of the board of directors.
 - ii) controls more than half of the voting power.
 - iii) holds more than half of the issued share capital.

provided that this insurance shall only apply in respect of a wrongful act by any director or officer of such company or circumstance giving rise to an investigation, whilst a subsidiary.

- b) any other company specifically named in the schedule or in any endorsement to this insurance as a subsidiary.

Takeover of an entity shall mean a transaction or event as a result of which another entity

- a) controls the composition of the board of directors.
- b) controls more than half of the voting power.
- c) holds more than half of the issued share capital.

Wrongful act shall mean any actual or alleged breach of duty, breach of trust, neglect, error, misstatement, omission, breach of warranty of authority or other similar act by an Insured Person individually or collectively solely in their capacity as such. Related or continuous or repeated or causally-connected wrongful acts shall constitute a single wrongful act.

EXCLUSIONS

The Insurers shall not be liable to indemnify the Holder of this insurance and/or Insured Person in respect of claims related to or caused by or arising out of

1. **Automatic cover for a new subsidiary.**

2. **Asbestos Exclusion**

Notwithstanding any provision of this Policy including any Exclusion, exception or extension or other provision which would otherwise override an exclusion, this Policy does not cover any legal liability, loss, damage, costs or expenses whatsoever or any consequential loss direct or indirectly caused by arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity

3. **Bodily injury and/or property damage**

any actual or alleged bodily injury, sickness, disease or death of any person or any actual or alleged damage to or destruction of any tangible property including loss of use thereof or emotional distress

4. **Breach of professional duty**

Any third party alleging a breach of any professional duty owed to such a third party

5. Claims made by the company or outside entity in the USA in the United States, its territories or possessions by or on behalf of the Holder of this insurance or any director or officer against a director or officer or by or on behalf of an outside entity or any of its directors or officers against an outside entity director

6. **Claims notified under previous insurance**

any circumstance notified to any insurance in force prior to the inception date of this insurance or which have been so notified.

7. **Commissions and Bribes Exclusion**

any claim arising from or in consequence of alleged or actual payments, commissions, gratuities, benefits or any other favours to or for the benefit of any full or part time domestic or foreign government or armed services officials, agents, representatives, employees or any members of their family or any entity with which they are affiliated; or

payments, commissions, gratuities, benefits or any other favours to or for the benefit of any full or part-time officials, directors, agents, partners, representatives, principal shareholders, owners, employees or affiliates (including any officers, directors, agents, owners, partners, representatives, principal shareholders or employees of such affiliates) of any customers of the Insured or any member of their family or any entity with which they are affiliated; or

political contributions, whether domestic or foreign.

8. Company vs insured claims

Conduct

- a) the dishonesty, fraud or deliberately criminal conduct of the Holder of this insurance and/or Insured Person.
- b) the gaining of a profit or advantage to which the Holder of this insurance was not legally entitled provided that this exclusion shall only apply to an Holder of this insurance who has been found by a court or other judicial panel to have committed such conduct and shall not in any event apply to the costs and expenses.

9. Costs of Constitution of bail bonds

10. Employers liabilities

Any liability arising out of employment practices or claims made by former directors, officers or employees

11. Entity Coverage (except for Security Claims)

12. Extended Reporting period of more than 3 years

13. Insider trading in respect of listed companies

14. Insolvency Exclusion

~~The Insurers shall not be liable for any loss arising directly or indirectly from the insolvency of the Insured.~~

For the purpose of this exclusion insolvency shall mean the status of the Insured resulting from the appointment by any government official, agency, bank pursuant to a fixed or floating charge, or court of any receiver, conservator, liquidator, administrator, trustee, rehabilitator or equivalent to take control of, supervise, manage, liquidate or administer such Insured.

15. Insured vs Insured claims

16. Kidnap response Costs

17. Major Shareholder Exclusion

The Insurers shall not be liable for any claim brought by a major shareholder against an Insured Person for any actual or alleged wrongful act

18. Nuclear Exclusion

This Policy does not cover any legal liability, loss, damage, costs or expenses whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from.

- a) ionizing, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
- b) nuclear material, nuclear fission or fusion, nuclear radiation;
- c) nuclear explosives or any nuclear weapon;
- d) nuclear waste in whatever form;

Regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Exclusion only, combustion shall include any self-sustaining process of nuclear fission.

19. Outside directorship unless specifically noted on schedule

21. Pension and retirement funds

In a capacity as a trustee or fiduciary under law or administrator or based upon, arising out of, resulting from or in consequence of or in any way involving any pension, profit sharing, employee benefits or Annuity fund or programme

22. Pollution / Environmental Liability

any actual or alleged seepage, pollution or contamination of any kind and any form of environmental impairment

23. Prior and pending claims

allegations made or any facts in issue in any pending or prior litigation as at the pending and prior date stated in the schedule or arising out of the same or substantially the same facts, circumstances or situations.

For the purposes of this exclusion "litigation" shall mean any civil, administrative, regulatory or criminal proceedings or any investigation, examination, inquiry or disciplinary proceedings, including any correspondence prior to any such proceedings, involving any Holder of this insurance Person.

24. Public Offering of Securities and Bonds

25. Sanctions

The Insurer shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The embargo provisions of all applicable EU Council Regulations at this time and in the future with regard to Zimbabwe shall apply and the Policy will not provide any benefit to any persons and companies covered by the embargo.

26. War / Terrorism Exclusion

The Insurers shall not be liable to indemnify the Insured in respect of claims directly or indirectly caused by, resulting from happening through or in connection with:

- a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power, or confiscation or nationalization or requisition or destruction of or damage to property by or under the control of any Government or Public or Local Authority;
- b) any act of terrorism regardless of any other cause contributing concurrently or in any other sequence to the loss.

For the purpose of this Exclusion, terrorism means an act of violence or any act dangerous to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear.

In any action suit or other proceedings where the Insurer alleges that by reason of this Exclusion a loss is not covered by this insurance the burden of proving that such loss is covered shall be upon the Insured.

PROVISIONS

Admission of liability

The Holder of this insurance shall not admit liability for or settle or attempt to settle any claim or incur any costs and expenses in connection with any claim without the Insurers' prior written consent and such consent shall not be unreasonably withheld or delayed. Subject to 6 below, the Holder of this insurance and/or Insured Person may subject to the Insurers' prior written consent, which consent shall not be unreasonably withheld or delayed appoint attorneys or counsel to represent them in defending any claim but where the same or a similar claim is made against more than one Holder of this insurance Person the same attorneys and counsel shall be appointed to defend the Holder of this insurance and/or Insured Persons unless there is a conflict of interest between them.

Arbitration

Except as otherwise specifically provided any dispute regarding any aspect of this insurance or any matter relating to cover thereunder which cannot be resolved by agreement within 30 days, shall be referred to binding arbitration by either party upon giving seven (7) days' notice to the other in terms of the Arbitration Act, South Africa. The Arbitration will be held in Johannesburg Gauteng under the auspices of The Arbitration Foundation of South Africa. The Insurers and Holder of this insurance and/or Insured Persons will be responsible for their own costs and expenses incurred in the arbitration.

Assignment

This Insurance and any rights hereunder cannot be assigned without the prior written consent of the Insurers.

Co-operation

It shall be a condition precedent to the Insurers liability under this insurance that the Holder of this insurance and/or Insured Persons shall give to the Insurers such information and co-operation as the Insurers may reasonably require.

Costs and expenses

The Insurers shall pay covered costs and expenses prior to the final resolution of any claim. If such payment is made the Holder of this insurance and/or Insured Person shall refund such costs and expenses if it is established at a later date that they are not entitled to indemnity under this insurance.

Defence of claims

Except as otherwise provided in this proviso the Holder of this insurance shall defend claims. The Insurers shall be entitled to participate fully in the defence and in the negotiation of any settlement that appears reasonably likely to involve the Insurers.

Disclosure

It shall be a condition precedent to the Insurers' liability under this insurance that the Holder of this insurance and/or Insured Persons shall not disclose the terms of this insurance to anyone without the Insurers prior written consent which consent shall not be unreasonably withheld or delayed save to the extent that such disclosure is required by law and for the

avoidance of doubt a requirement to disclose the existence of this insurance is not a requirement to disclose its terms.

Notice and authority

The Holder of this insurance shall act on behalf of all Insured Persons in connection with all matters relevant to this insurance unless in the event of a takeover or the receivership, bankruptcy, liquidation or administration of the Holder of this insurance in which case each Insured Person shall act on their own behalf.

Preference

The Insurers will pay Damages in the order it is presented to the Insurers and as between different Holder of this insurance Persons on a "first come first served" basis. If it becomes apparent to the Insurers in its absolute discretion that the limit of indemnity will not be sufficient to cover all expected damages then still on a "first come first served" basis as between different Holder of this insurance the Insurers will pay it in the following order

- a) Damages in respect of which the Holder of this insurance has no liability to indemnify the Insured Person.
- b) Damages for which the Holder of this insurance has a legal liability to indemnify the Insured Person.

Notwithstanding the above the Insurers shall have no liability to any Insured Person in connection with the order in which it makes payments or to any Insured Person in connection with payments it has made to any other Insured Persons.

Subrogation

~~The Insurers shall be entitled to prosecute in the name of the Holder of this insurance and/or Insured Person for their own benefit any claim for payment, indemnity or Damage or otherwise against any third party.~~

Insurers' duty of obligation

If a claim is brought against the Holder of this insurance and/or Insured Person by a company or as applicable an outside entity

- a) the Insurers shall have no duty or obligation to communicate with any other Insured Person and/or the Holder of this insurance or outside entity in relation to that claim.
- b) if such claim is brought outside the United States of America, its territories or possessions, the Insurers shall have the right to defend the claim on behalf of such Insured Person and/or the Holder of this insurance.

Value Added Tax

To the extent that the Holder of this insurance is accountable to the tax authorities for value added tax in respect of any payment in terms of this insurance the Insurers will include the amount of such tax in the final settlement of any claim under this insurance in addition to the limit of indemnity.

CONDITIONS

Cancellation

If the premium has not been paid the Insurers may void this insurance to inception without giving notice to the Holder of this insurance. If the premium is paid in full this insurance shall automatically terminate at the end of the period of Insurance. In the event of cancellation by the Insured, premium is due to the Insurers on a pro rata basis for the period that the Insurers were on risk but the full premium shall be payable in the event of notification of a claim or of any circumstances before the effective date or termination.

Choice of law and jurisdiction

This insurance shall be governed by and construed in accordance with the law of South Africa and each party agrees to submit to the exclusive jurisdiction of the courts of South Africa regarding any dispute arising hereunder.

Claims

If a claim is made both against any director or officer and against the Holder of this insurance or otherwise against any Insured Person and any other persons not insured under this insurance the Insurers shall pay only damage sustained by the Holder of this insurance and/or such Insured Person.

In respect of costs and expenses incurred on behalf of both the Insured Person and the Holder of this insurance or any other person not insured under this insurance the Insurers shall pay only such proportion of such costs and expenses as is reasonable having regard to such Insured Person reasonable potential liability for the claim.

In respect of any liability for Damage excluding costs and expenses under any settlement the Insurers shall pay only such amount as may be just and equitable having regard to the Insured Person's responsibility for the same.

The Holder of this insurance and any Insured Person and the Insurers shall use their best efforts to determine a fair and proper allocation of Damage as between the Holder of this insurance and such Insured Person and the Insurers but in default of agreement the Insurers shall pay sums that they state are fair and proper.

Corporate transactions

- a) In the event of the takeover or merger of the Holder of this insurance this insurance shall automatically be amended so that it shall apply only to wrongful acts committed or alleged to have been committed prior to the date of the takeover or merger.
- b) In the event of any subsidiary ceasing during the period of insurance to be a subsidiary this insurance shall automatically be amended so that it shall apply only to wrongful acts committed or alleged to have been committed by any director or officer of that subsidiary when it was a subsidiary.
- c) This insurance shall not cover Damage in respect of any claim arising out of any proposed offering of securities of the Holder of this insurance in the United States of America. However subject to have the Insurers having been provided with information concerning such proposed offering of securities and having received payment of such additional premium as they may require this insurance shall be

extended to cover Damage arising from any claim arising out of such offering of securities of the Holder of this insurance.

Interpretation and dispute resolution

The parties to this insurance are the Insurers and the Holder of this insurance and/or Insured Persons to the extent of their respective insured interests. A person who is not a party to this contract has no right under the Contracts, rights of third parties, Act to enforce any term of this contract but this does not affect any right or remedy of a this party which exists or is available from that act.

Limit of liability

The Insurers' total aggregate liability under this insurance including any extended cover and endorsements to this insurance inclusive of costs and expenses shall not exceed the limit of indemnity stated in the schedule, irrespective of the number of claims made and the number of Insured Persons against whom such claims may be made.

Other insurance

This insurance shall be in excess of any more specific available insurance and in the case of an outside entity shall also only apply in respect of Damage which the outside entity is unable by reason of a prohibition in the applicable law or insolvency to indemnify.

Reporting of claims

It shall be a condition precedent to the Insurer's liability under this insurance that the Holder of this insurance shall as soon as practicable and in any event not later than the expiry of the period of insurance or if applicable any discovery period give to the Insurers notice in writing of any claim or of any circumstances of which the Holder of this insurance shall be come aware which might reasonably be expected to give rise to a claim, giving reasons for the anticipation of such claim with full particulars as to dates and persons involved. Such notice having been given as required by this provision any subsequent claim arising out of the circumstances so notified shall be deemed to have been made during the period of insurance.

Severability

The proposal form and/or written submission shall be construed as a separate application by each Insured Person and no statement or omission in the proposal form and/or written submission nor any other knowledge, act or omission by any one Insured Person shall be imputed to any other Insured Person for the purpose of determining the availability of payment under this insurance.

With respect to indemnity 6 – company securities, only the statements and knowledge of any chief executive officer, chief operating officer, chief financial officer or chief legal officer or equivalent positions of the Holder of this insurance will be imputed to that insured company and the knowledge of the same officeholders of the Holder of this insurance will be imputed to all insured companies.

Terminology

The construction of the terms of this insurance shall be informed by the following

- a) headings are descriptive only and not an aid to interpretation
- b) singular includes the plural and vice versa
- c) the male includes the female
- d) all references to specific legislation include amendments to and re-enactments of such legislation and equivalent relevant to the Republic of South Africa legislation
- e) reference to positions, offices or titles shall include their equivalents in any relevant jurisdiction.

ENDORSEMENTS

EXTENDED COVER: Not applicable unless specifically agreed to be included and as stated in the Policy Schedule

Defence costs

The Insurers shall pay the reasonable and necessary professional fees and expenses incurred by the Holder of this insurance in the mitigation or prevention of a potential claim and with the Insurers express prior written consent, which consent shall not to be unreasonably withheld or delayed provided that Insurers' liability shall not exceed the limit of indemnity stated in the schedule.

Derivative action costs

The Insurers will pay on behalf of the Holder of this insurance the reasonable professional fees and expenses incurred by any shareholder of the Holder of this insurance with the Insurers prior written consent, which consent shall not be unreasonably withheld or delayed, in pursuing a claim first made during the period of insurance against any director or officer which the Holder of this insurance is legally liable to pay pursuant to an order of the court provided that Insurers' liability shall not exceed the limit of indemnity stated in the schedule.

Discovery period

In the event this insurance is not renewed the Holder of this insurance shall have the right to the discovery period as stated in the schedule in respect of any wrongful act committed during or prior to the period of insurance provided that this insurance is not replaced by any broadly equivalent insurance and

- a) the Holder of this insurance shall within thirty (30) days after the period of insurance ~~give notice in writing to insurers and shall pay the additional premium specified in the schedule within thirty (30) days after the period of insurance~~
- b) this right to an extended discovery period is not exercisable on or after the takeover or merger of the Holder of this insurance or on or after the appointment of any liquidator, provisional liquidator, administrator or receiver of the Holder of this insurance or where this insurance is cancelled by Insurers for non-payment of premium
- c) the limit of indemnity stated in the schedule shall not in any way be increased by virtue of the discovery period
- d) the premium specified in the schedule has been paid the discovery period shall not be cancellable.

Emergency costs and expenses

If the Insurers prior written consent cannot reasonably be obtained before costs and expenses are incurred the Insurers shall approve such costs and expenses up to 10% of the limit of indemnity retrospectively as if prior written consent had been obtained.

New subsidiaries

In the event a company that is not domiciled or incorporated or listed in the United States of America its territories or possessions is acquired or created by the Holder of this insurance after inception of this insurance, it shall nevertheless constitute a subsidiary if the Holder of

this insurance

- a) controls the composition of the board of directors
- b) controls more than half of the voting power
- c) holds more than half of the issued share capital

and this insurance shall apply only in respect of wrongful acts of its directors or officers or circumstances that become the subject of an investigation, regulatory crisis event, extradition proceeding occurring or arising whilst an entity was or is a subsidiary provided that Insurers are notified of the company acquired, which assets value exceed 20% of the total assets of the Holder of this insurance, within 30 days of the transaction date.

Non-executive directors

In the event the limit of indemnity of this insurance and the limits of indemnity of all available insurance in excess of this insurance are exhausted by payments of Damage, the limit of indemnity which shall be in the annual aggregate of this insurance shall reinstate by the percentage stated in the schedule in respect of the covered costs and expenses payable. The limit so reinstated shall be a single limit for all such non-executive directors and not a separate limit for each such non-executive directors.

Public reputation costs

The Insurers shall pay public relations costs to mitigate any potential damage to the reputation of an Insured Person who has successfully defeated a claim and has been exonerated from any faults, incurred in the aggregate for any one claim provided that Insurers' liability shall not exceed the limit of indemnity stated in the schedule.

Regulatory crisis response

The Insurers shall pay the reasonable and necessary professional fees and expenses excluding salaries, commissions, expenses or other benefits of any Insured Person or employee incurred by the Holder of this insurance in dealing with any regulatory crisis event first happening during the period of insurance provided that Insurers' liability shall not exceed the limit of indemnity stated in the schedule.

Spouse and estate

The Insurers will indemnify

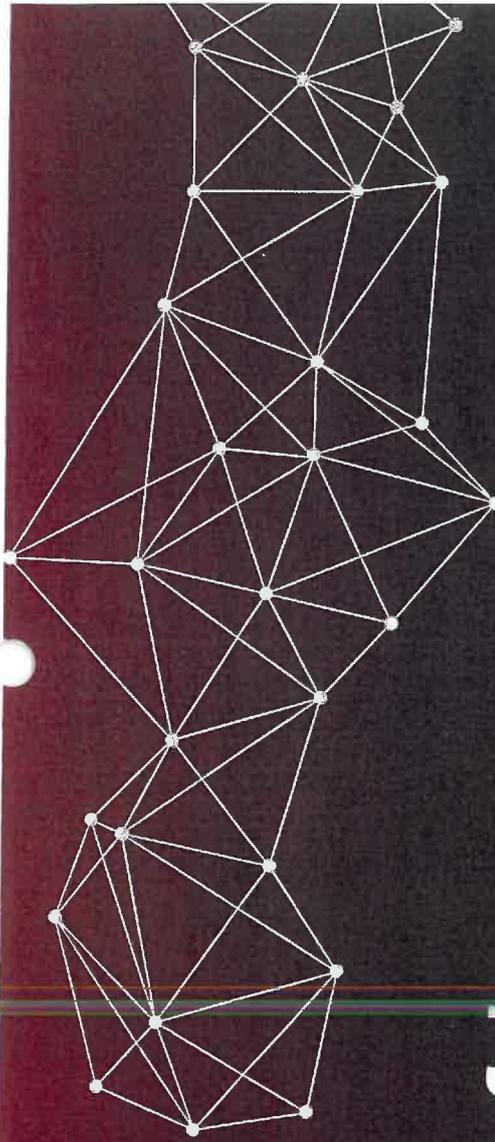
- a) the Insured Person's lawful spouse in respect of enforcement proceedings brought against him or her to enforce a court judgment against the Insured Person provided such judgment constitutes Damage and arises from a claim
- b) in the event of death, incompetency or bankruptcy, the Insured Person's estate, heirs, legal representatives or assigns in respect of Damage which arises from a claim

provided the Insured Person would have been entitled to an indemnity for such Damage hereunder.

Annexure 3: Company Profile

Handwritten marks: a small 'H' above a circle.

Handwritten mark: a circle.



Aon South Africa Company Profile, 2020

Proprietary & Confidential

Aon
Empower Results.®

Beauty in Numbers

Our Core Capabilities

Our Footprint

Board of Directors & EXCO Committee

Solutions for Every Challenge & Major Clients

Value Proposition & Client Promise

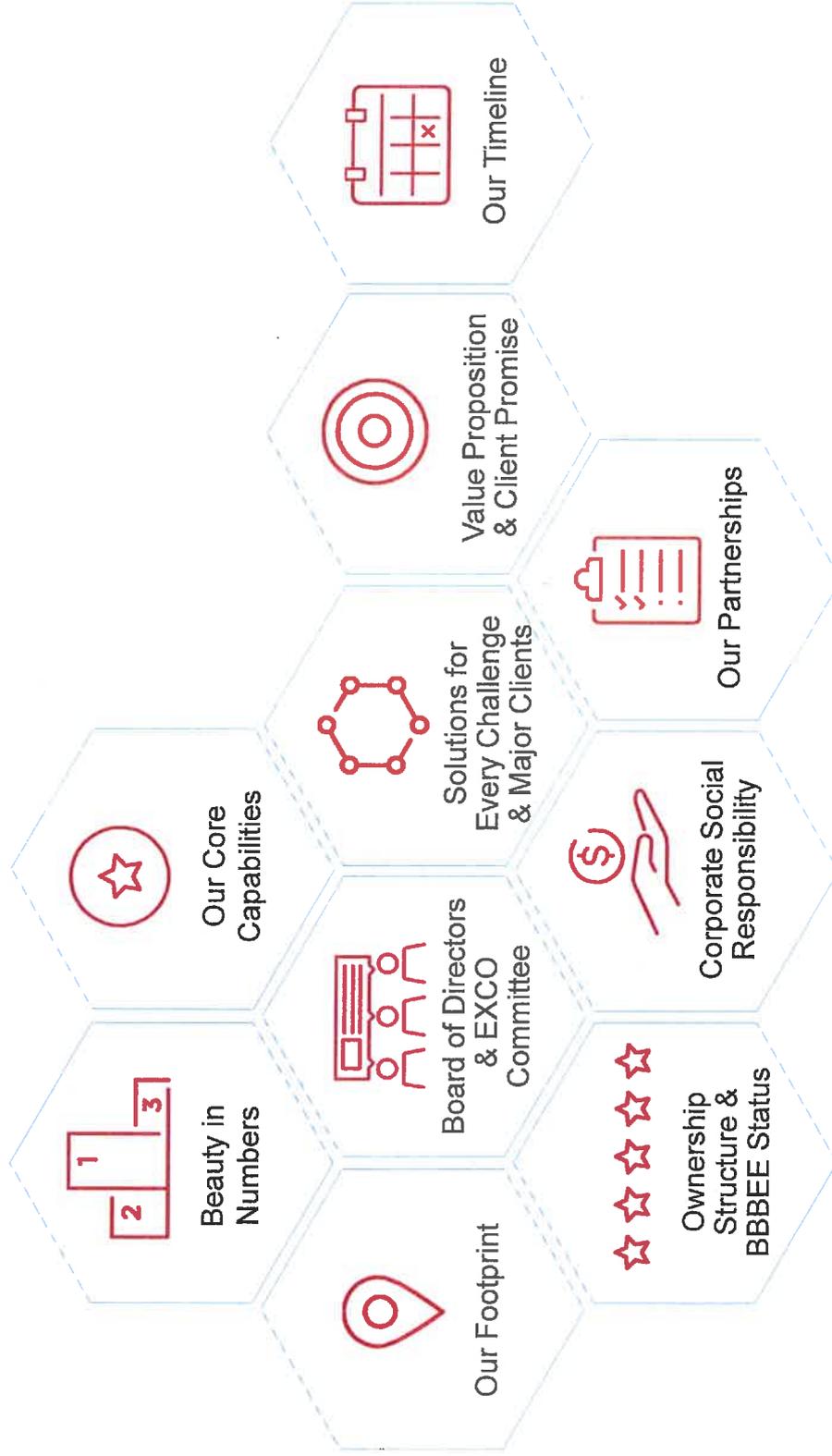
Our Timeline

Ownership Structure & BBBEE Status

Corporate Social Responsibility

Our Partnerships

Index



Beauty in Numbers

Aon plc (NYSE:AON) is a leading global professional services firm providing a broad range of risk, retirement and health solutions. Our 50,000 colleagues in 120 countries empower results for clients by using proprietary data and analytics to deliver insights that reduce volatility and improve performance.

500

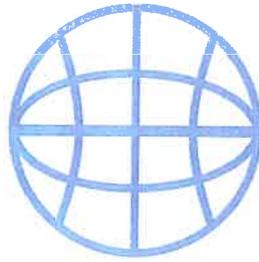
global offices

120

countries in which Aon operates

50 000

Aon colleagues around the world



12

local offices

8

local provinces in which Aon operates

700

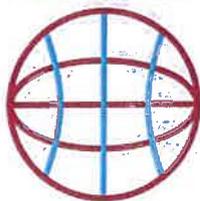
Aon colleagues in South Africa



About Aon Global

Aon is a leading global professional services firm providing **advice and solutions in Risk, Retirement and Health** at a time when those topics have never been more important to the global economy. Aon develops insights — **driven by data and delivered by experts** — that reduce the volatility our clients face and help them maximize their performance

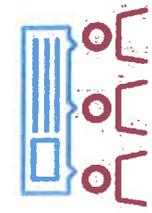
120 countries in which Aon operates



50K Aon colleagues around the world

Risk

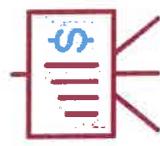
Aon provides a wide range of commercial risk and reinsurance solutions to help clients better identify, quantify and manage their risk exposure



\$120B of risk premium placed annually

Retirement

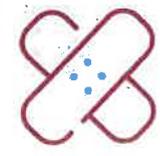
Aon provides actuarial, investment and bundled retirement solutions to help clients design and implement secure, equitable and sustainable retirement programs



\$3.3T in assets under advisement¹

Health

Aon provides consulting, global benefits and exchange solutions to help clients mitigate rising health care costs and improve employee health and well-being



\$180B of health care premiums directed annually

ENABLED BY

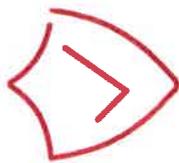
Data & Analytics

Aon combines proprietary data, technology and advisory services to develop insights that help clients reduce volatility and improve performance



¹As of 6/30/2017, includes non-discretionary assets advised by AHIC and its global affiliates which includes retainer clients and clients in which AHIC and its global affiliates have performed project services for over the past 12 months. Project clients may not currently engage AHIC at the time of the calculation of assets under advisement as the project may have concluded earlier during preceding 12-month period.

Aon Recognition and Awards



2019

Aon South Africa achieved OMI Gold Award – National Broker Johannesburg Region



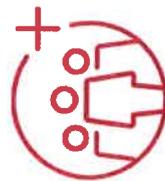
2019

Aon South Africa (Pty) Ltd is rated level 2 contributor to BBBEE



2019

Aon South Africa and Aon Benfield certified as a Top Employer South Africa 2019



2018

Aon South Africa Employee Engagement Score improved by 14%



2018

Aon South Africa achieved Santam Broker of the Year for Personal Lines



2018

Aon South Africa achieved AIG Platinum Lion Award



Our Capabilities

AON
Empower Results®

Beauty in Numbers

Our Core Capabilities

Our Footprint

Board of Directors & EXCO Committee

Solutions for Every Challenge & Major Clients

Value Proposition & Client Promise

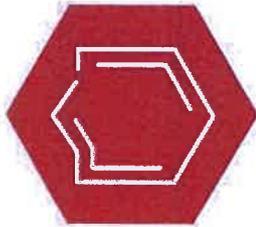
Our Timeline

Ownership Structure & BBEE Status

Corporate Social Responsibility

Our Partnerships

Aon's Portfolio of Solutions



Commercial Risk Solutions

We provide risk advisory, risk transfer and structured solutions to help organizations and individuals manage their risk exposure



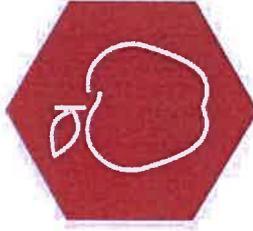
Reinsurance Solutions

We provide risk transfer, claims advocacy and capital management solutions to help re/insurers reduce volatility and build more resilient communities



Retirement Solutions

We provide actuarial, investment and bundled retirement solutions to help clients design and implement secure, equitable and sustainable retirement programs



Health Solutions

We provide consulting, global benefits and exchange solutions to help clients mitigate rising health care costs and improve employee health and well-being



Data & Analytic Services

We combine proprietary data, technology and advisory services to develop insights that help clients reduce volatility and improve performance

Beauty in Numbers

Our Core Capabilities

Our Footprint

Board of Directors & EXCO Committee

Solutions for Every Challenge & Major Clients

Value Proposition & Client Promise

Our Timeline

Ownership Structure & BBBEE Status

Corporate Social Responsibility

Our Partnerships

The Power of Aon United

A 30-year journey to create a leading global professional services firm...

2018

Delivering on the Potential

Moved to single brand

Created single operating committee

Established single P&L

Created Aon Business Services

Divested outsourcing businesses

Optimizing the Engine

Introduced Aon Client Promise

Acquired advisory capabilities

Divested underwriting businesses

Building the Foundation

Global growth through M&A

Broking & underwriting businesses

1985

...culminating in a decade-long integration of our capabilities to deliver the best of our *global firm to local clients*



Our Story

Economic, demographic and geopolitical trends – each accelerated by the rapid pace of **technological change** – are creating unprecedented volatility for organizations around the world.



Risk

Urbanization increases the risk of losses from natural disasters, with more densely populated and exposed areas.



Retirement

Longer lifespans put pressure on companies and countries to meet their retirement obligations



Health

Rising health care costs can lead to increased liability and lost workforce production

We are the leading global professional services firm providing advice and solutions in **Risk, Retirement** and **Health** at a time when those topics have never been more important. We develop insights – **driven by data and delivered by experts** – that reduce the volatility our clients face and maximize their performance.

Commercial Risk Solutions

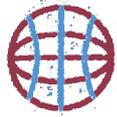
Client Needs

Translating data into insight



Organizations need partners to translate data into insights that minimize volatility and improve performance.

Understanding their unique risk profile



Businesses need local and global market expertise to address their sector-specific needs

Developing integrated solutions



From data loss to brand damage, risks are no longer isolated events

Aon Solutions

Risk Advisory



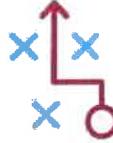
We use data-driven insights to help clients reduce their total cost of risk.

Risk Transfer



We develop risk transfer and mitigation solutions that help organizations and individuals manage their risk exposure

Structured Solutions



We provide structured market access, greater pricing certainty and guaranteed capacity to meet clients' needs

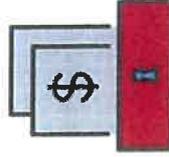


ENABLED BY

Data & Analytics

We invest over

\$400 million annually in



developing a suite of custom risk analysis tools that allow us to recognize patterns, identify opportunity and enable better decision-making

Beauty in Numbers

Our Core Capabilities

Our Footprint

Board of Directors & EXCO Committee

Solutions for Every Challenge & Major Clients

Value Proposition & Client Promise

Our Timeline

Ownership Structure & BBBEE Status

Corporate Social Responsibility

Our Partnerships

Reinsurance Solutions



Client Needs

Achieving growth



Re/insurers need advice on how to boost underwriting profitability and manage investments in a challenging market

Improving resilience



Businesses, governments and communities are looking for new solutions to transfer risk and increase resilience to emerging risks

Adapting to disruption



Re/insurers need new strategies to integrate technological innovation across risk, capital and data and analytics

Aon Solutions

Risk Transfer



We provide a full range of risk transfer solutions for re/insurers across treaty, facultative and alternative markets

Claims Advocacy



We use proprietary data and analytics and extensive carrier relationships to help re/insurers resolve claims efficiently

Capital Management



We help businesses and governments access new sources of capital and optimize risk transfer to increase resilience

ENABLED BY

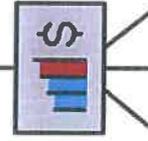
Data & Analytics

We have

over 100 proprietary analytical tools

to help clients better predict and model their

risk exposures



AON
Empower Results®

Beauty in Numbers

Our Core Capabilities

Our Footprint

Board of Directors & EXCO Committee

Solutions for Every Challenge & Major Clients

Value Proposition & Client Promise

Our Timeline

Ownership Structure & BBBEE Status

Corporate Social Responsibility

Our Partnerships

Retirement Solutions

Client Needs

Empowering employee accountability



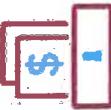
Employers need advice on how to help employees navigate their financial security and create participant-friendly plans that help employees feel more accountable.

Balancing employer obligations



The cost of pension liabilities continues to increase and employers also have more fiduciary responsibility for defined contribution plans.

Deeper expertise



Clients lack internal resources to develop and execute sophisticated investment strategies or de-risking solutions.

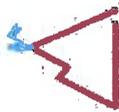
Aon Solutions

Actuarial Consulting



We design retirement plans that minimize employer risk and maximize the value delivered to employees

Investment Solutions



We provide a full-range of investment consulting and delegated investment services to help clients maximize the value of their investments

Bundled Retirement Programs



We design and implement secure, equitable and sustainable retirement programs

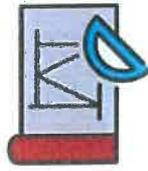


ENABLED BY

Data & Analytics

We track over

13 million data points
on **11,000 investment**



products across all major asset classes, allowing us to manage volatility and improve returns for global clients

AON
Empower Results®

Beauty in Numbers

Our Core Capabilities

Our Footprint

Board of Directors & EXCO Committee

Solutions for Every Challenge & Major Clients

Value Proposition & Client Promise

Our Timeline

Ownership Structure & BBBEE Status

Corporate Social Responsibility

Our Partnerships

Health Solutions

Client Needs

Managing risk



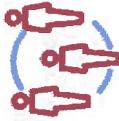
Employers, hospitals and health systems need help predicting and mitigating risks while maintaining the quality of care

Mitigating rising costs



Shifting the burden of rising health care costs to employees is no longer a sustainable solution

Improving emotional fitness



Employee health and well-being can have a material impact on organizational performance



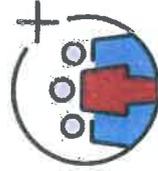
ENABLED BY

Data & Analytics

We have the **largest database** of

health plan information, covering more than **100,000**

unique designs, and **60 million** participants



Aon Solutions

Consulting & Brokerage



We develop scalable solutions for employers of all sizes and sectors across the entire category of health

Global Benefits



We develop global benefits strategies, conduct benefits audits, and provide benchmarking, financial benefits accounting and global actuarial advice

Exchange Solutions



We offer a broad selection of plans and decision-support tools to help employees become fully-empowered consumers of their health care

AON
Empower Results®

Beauty in Numbers

Our Core Capabilities

Our Footprint

Board of Directors & EXCO Committee

Solutions for Every Challenge & Major Clients

Value Proposition & Client Promise

Our Timeline

Ownership Structure & BBBEE Status

Corporate Social Responsibility

Our Partnerships

Data & Analytic Services

Client Needs

Sorting the signal from the noise



Organizations are awash with data but lack the tools to extract insights

Applying insights to emerging risks



Current data & analytic insights have not reached their full potential for emerging risks

Delivering a more efficient outcome



The promise of a more connected world has not yet fully translated into a more efficient delivery of risk solutions

Aon Value

Data Management



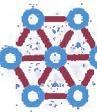
We gather data from millions of sources worldwide to provide clients with wide-ranging market intelligence

Technology & Analytic Services



Our analytics tools provide clients with tailored content, intuitive interfaces and actionable insights

Advisory Services

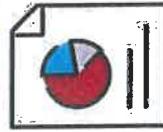


Our global team of data analysts, actuaries, engineers and analysts develop solutions that help clients reduce volatility and improve performance



Committed to Delivering Insight Through Data & Analytics

We leverage **over 200 data analysts** to deliver hundreds of risk benchmarking reports to **over 67,000 clients worldwide** every month



Our Footprint

Proprietary & Confidential

Aon
Empower Results®

Beauty in Numbers

Our Core Capabilities

Our Footprint

Board of Directors & EXCO Committee

Solutions for Every Challenge & Major Clients

Value Proposition & Client Promise

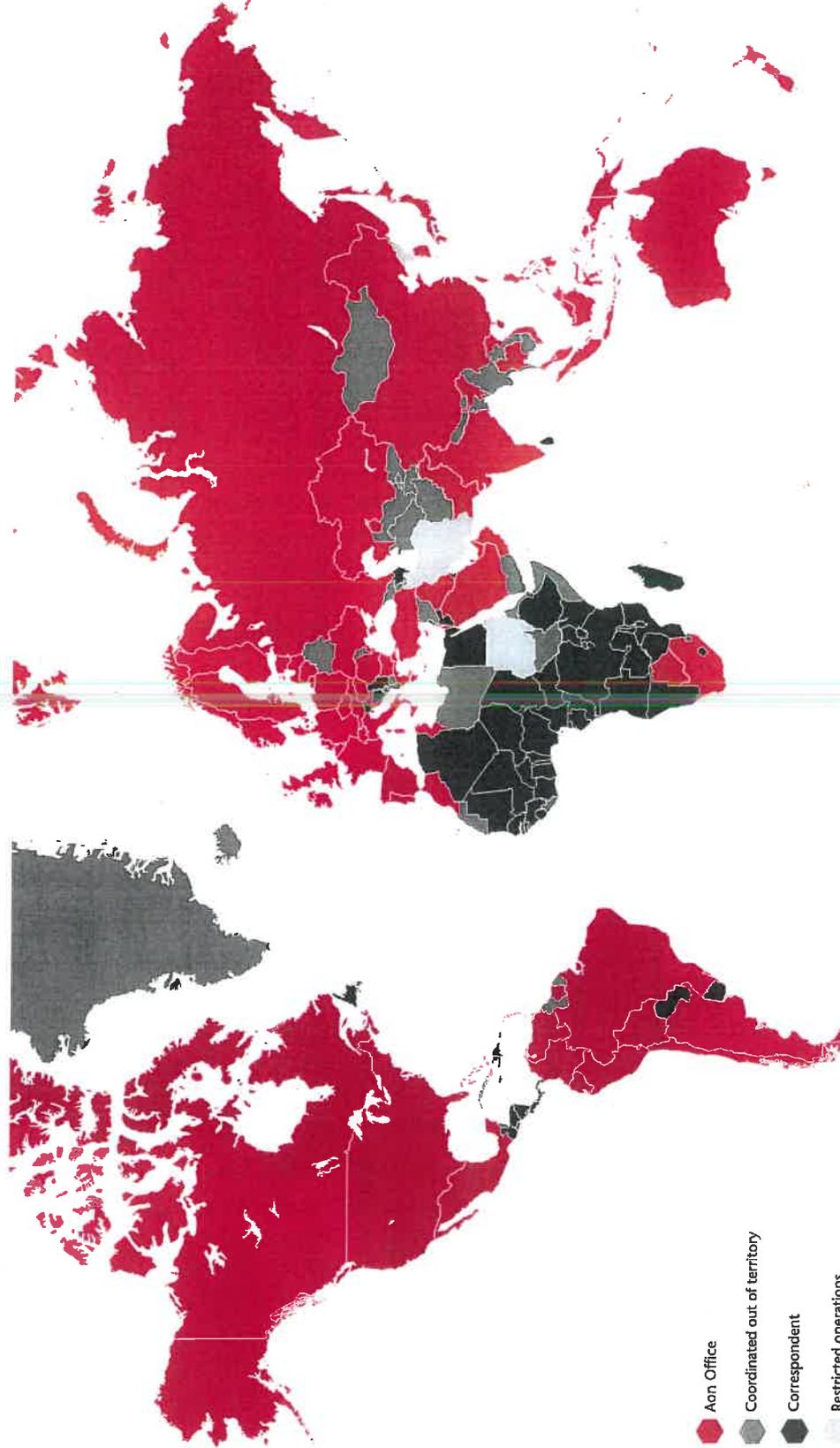
Our Timeline

Ownership Structure & BBBEE Status

Corporate Social Responsibility

Our Partnerships

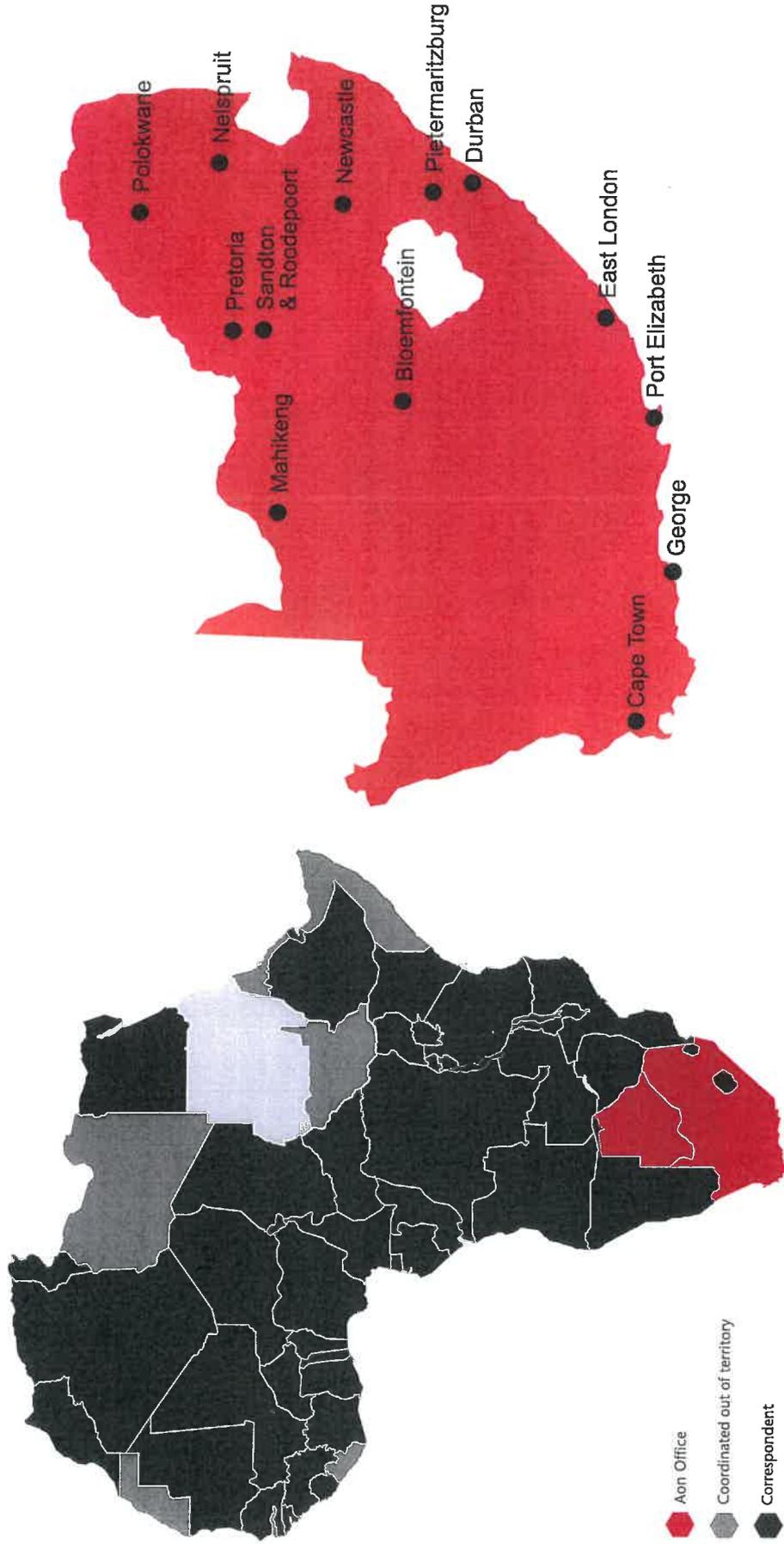
Global Presence



- Aon Office
- Coordinated out of territory
- Correspondent
- Restricted operations

Proprietary & Confidential

Local Presence



- Aon Office
- Coordinated out of territory
- Correspondent
- Restricted operations

Board of Directors & EXCO Committee

Board of Directors



Terence Williams
Chief Executive Officer South Africa



Leo Morwe
Chief Human Resources Officer South Africa



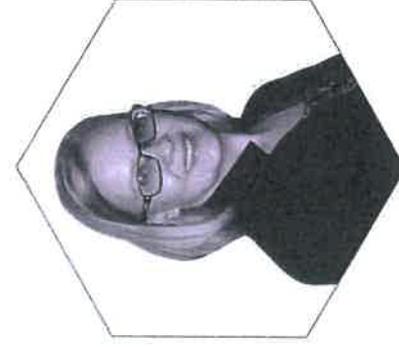
Dr Nomonde Molele
Non-Executive Director South Africa



Vusi Mahlangu
Non-Executive Director South Africa



Mmakgolo Meta Maponya
Non-Executive Director South Africa



Nicolene Bruwer
Chief Financial Officer South Africa



Executive Committee



Terence Williams
Chief Executive Officer
South Africa



Leo Morwe
Chief Human Resources
Officer South Africa



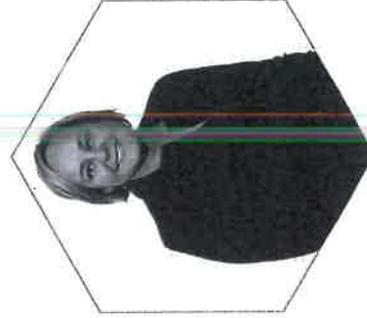
Nicolene Bruwer
Chief Financial Officer
South Africa



Tanya Prozzi
Deputy Chief Counsel,
Legal and Compliance SA



Francois De Jager
Chief Commercial
Officer



Alicia Goosen
Chief Broking Officer
South Africa



Gavin Griffin
Executive Head:
Aon Employee Benefits

Solutions for every
Challenge
& Major Clients

Proprietary & Confidential

Aon
Empower Results®

Solutions for Every Challenge



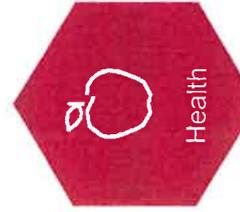
Risk

- Property and Casualty
- Risk Assessment and Advisory
- Cyber
- Directors and Officers Liability
- Trade Credit and Political Risk
- Terrorism and Crisis Management
- Captive Management
- Affinity Programs
- Claims Advocacy, Administration, and Consulting
- Technology Solutions
- Merger and Acquisition Advisory
- Private Risk Management
- Industry-specific Solutions
- Insurance and Reinsurance Placement
- Catastrophe Management*
- Emerging Risks
- Treaty Reinsurance Broking
- Facultative Reinsurance Broking
- Capital Markets and Financial Advisory
- Analytics and Technical Services
- Claims Management
- Catastrophe Bond
- Contingent Capital
- Aon Client Treaty
- Capital Raising
- New Company Formation
- Merger and Acquisition Deals
- Talent Assessment and Selection
- Culture and Engagement
- Leadership Development
- HR Effectiveness
- Compensation Consulting
- Performance Benchmarking & People Analytics



Retirement

- Retirement Strategy and Benchmarking
- Retirement Plan Design
- Actuarial Services
- Pension De-Risking
- Governance
- Legal Consulting
- Fiduciary Consulting
- Institutional Investor Solutions
- Individual Investor Solutions



Health

- Health and Benefits Brokering and Consulting
- Global Benefits Consulting
- Executive Benefits
- Expat Consulting
- Health and Welfare Administration
- Executive Benefits
- Aon Active HealthExchange™
- Aon Retiree HealthExchange™
- Aon Individual Exchange
- Advocacy Services
- Compliance Services



Data & Analytics

- Insurance Placement
- Information Repository
- Capital Modeling Platforms
- Catastrophe Model Development
- Rating Agency Advisory
- Market Analysis
- Reinsurance Advisory
- Commercial Actuarial and Analysis
- Global Risk Mapping
- Catastrophe Accumulation Analysis
- Carrier Claims Performance
- Carrier Appetite
- Underwriting Risks
- Product Development
- Association and Consumer Insurance Solutions



Empower Results®

Major Clients

Passenger Rail Agency of South Africa (PRASA) **Exxaro**
Growthpoint Properties Limited
ITOO Special Risks **JSE Limited**
Coca Cola Beverages South Africa
City of Johannesburg Metropolitan Municipality **Pepsico**
The Limpopo Economic Development Agency (LEDA) **Altron**
Netcare **Simba** **Smollan** **Free State Development Corporation**
York Timbers **Emalaheni Local Municipality**
Mercedes-Benz **Habana Trading** **Core**
Multichoice **Investec Bank Limited** **Rand Refinery**
Edcon **Unilever** **AfriSam** **Bridgestone** **AON** **Empower Results®**

Value Proposition & Client Promise

Value Proposition

An Aon Expert Broker By Your Side

The reality is that the aggregate level of risk in the world today is increasing. Not only is the level of risk going up, but the complexity of risk is going up.

It's the rally call of why clients, more than ever, need an Aon expert broker by their side. The power of Aon really comes to life when we take our global capability, and experts from across all geographies, and we deliver it very locally in South Africa.

'By your side' is about letting you know that you have some of the greatest minds and experts in our industry, banded together around the world, with unique skills and capabilities to help you succeed, help you recover and help you thrive. We are here to help you grow in another day. That's really the life blood of what we do.

Delivering expertise, advice and solutions with full transparency and choice on:



We're not just about insurance broking – we're about risk leadership and risk understanding and being your navigator and trusted advisor through thick and thin. It's more important than ever before in the world today and fundamental to the growth of every economy in the world.

We are By Your Side when it matters!

Client Promise

Aon's structure is designed to help you address two of the most important issues in our economy today: **Risk and People**.

The Aon Client Promise framework includes the five pillars of our promise, a comprehensive training curriculum, and a robust methodology for ensuring a consistent client experience.

Aon Client Promise

Comprised of five pillars—partnership, expertise, innovation, excellence, and results—the Aon Client Promise articulates the commitment we make to our clients.

Aon Client Promise Academy

The Academy offers unique learning experiences focused on listening for and responding to client needs, building knowledge of the full breadth of Aon capabilities, and understanding the pillars of the Aon Client Promise.

Aon Client Promise

Methodology

Discover

We will collaborate to understand both your near- and long-term business priorities, how we can add value to your organisation, and help you respond to changing market dynamics.

Develop

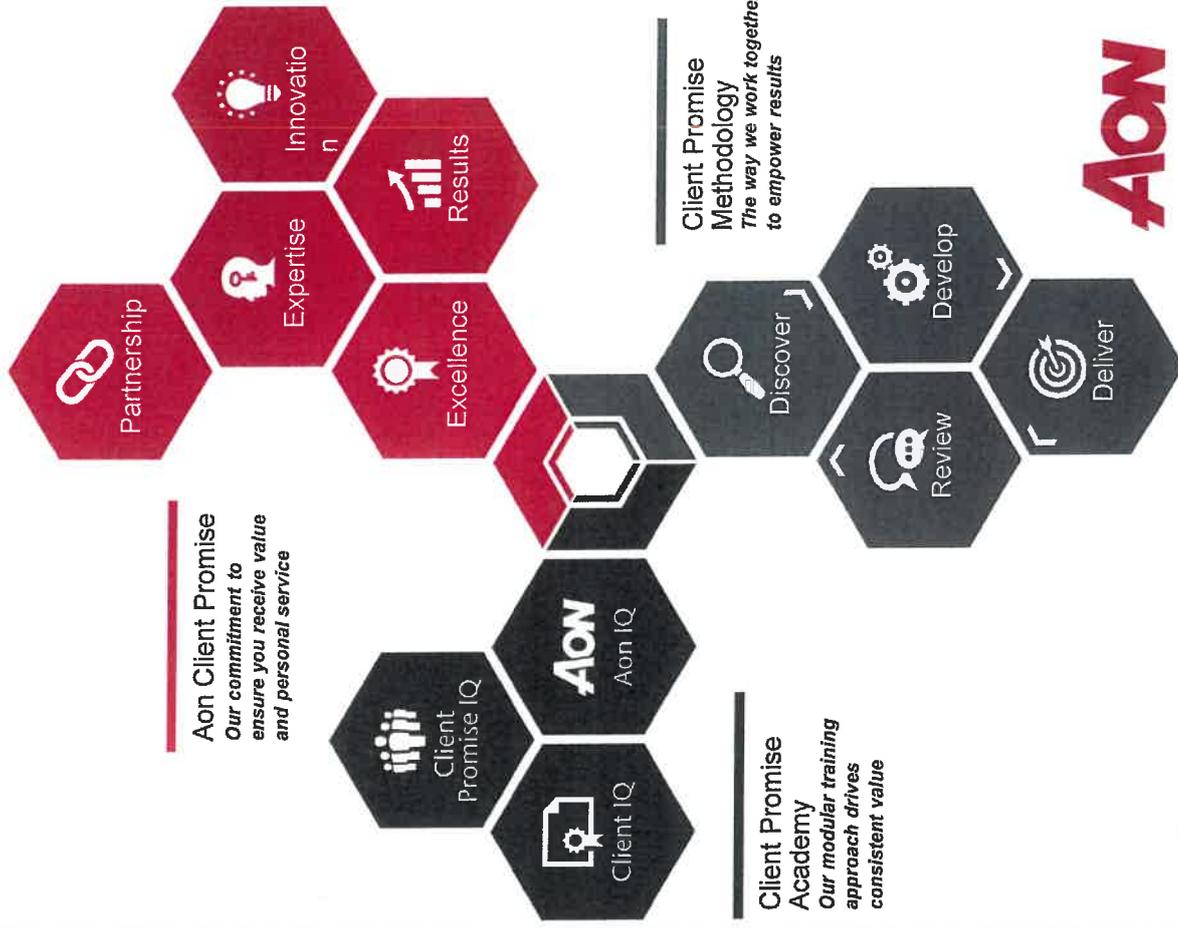
We will jointly author a plan to define how we will work together during the year, outline our commitments to you, and define how we will measure our success.

Deliver

We will follow through on our plan, executing with excellence and tracking outcomes.

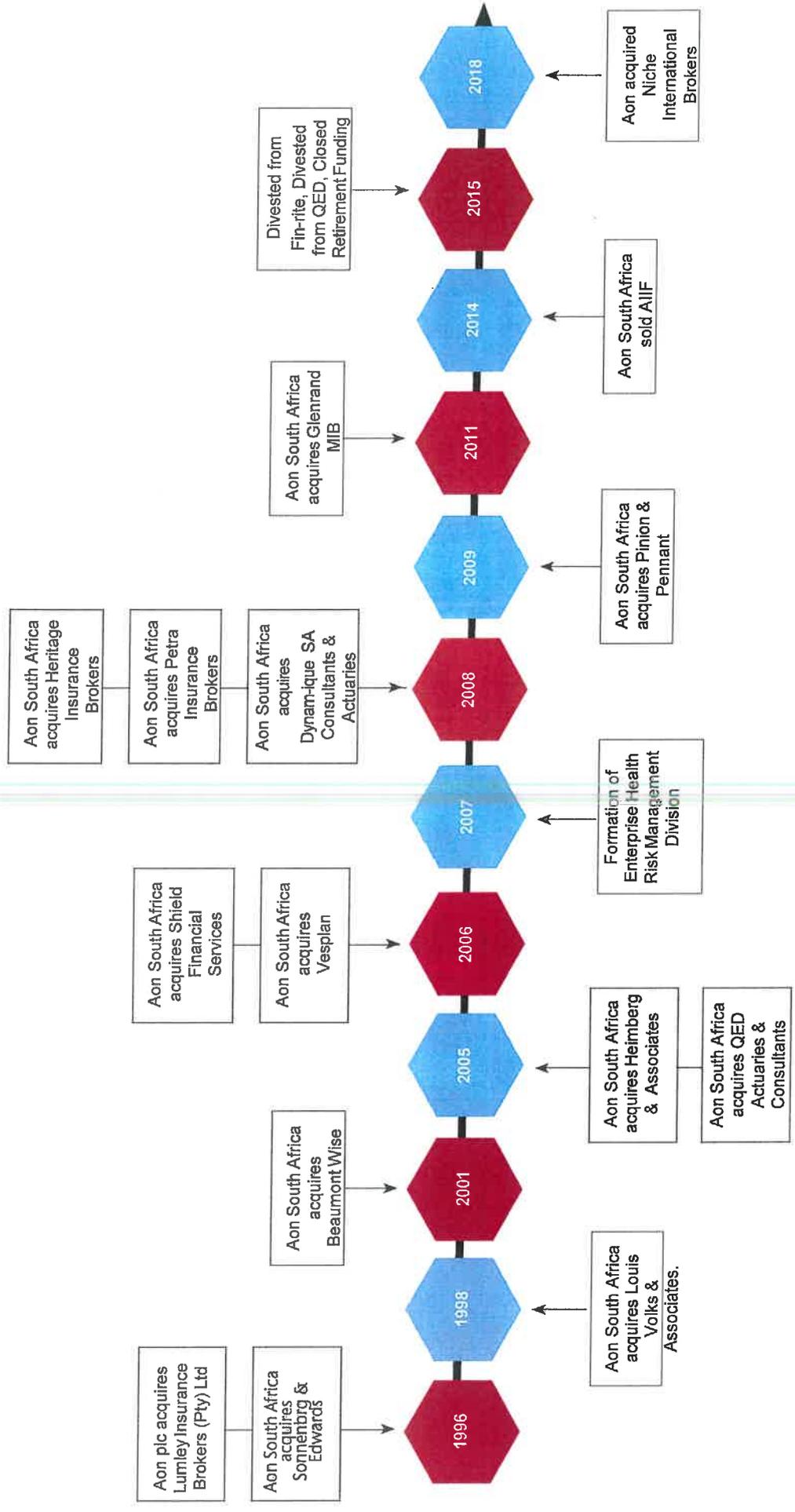
Review

We will seek your input on how we are doing both through informal feedback sessions and annual surveys.



Our Timeline

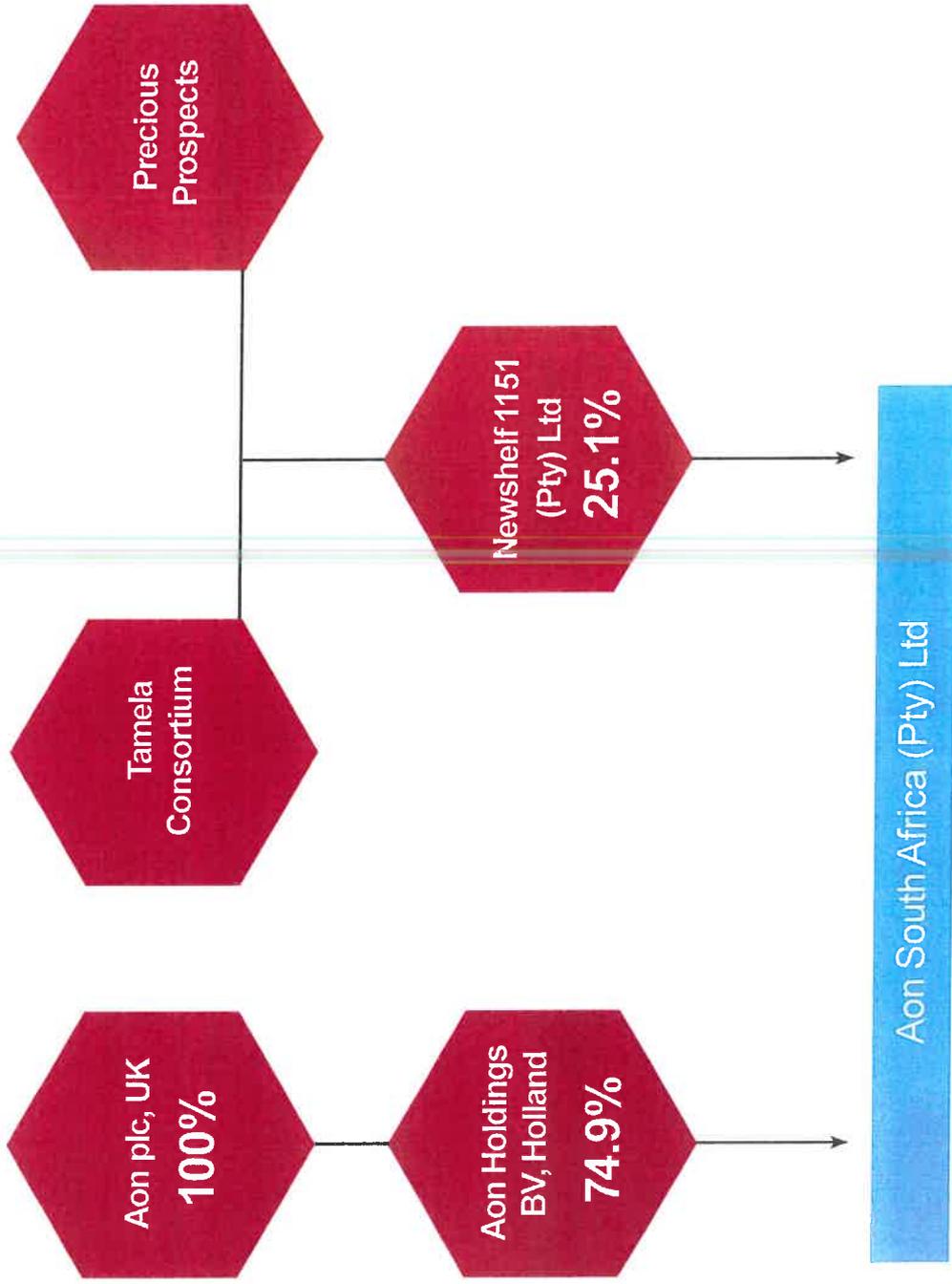




Ownership Structure & BBBE Status

Proprietary & Confidential

Aon
Empower Results®



BBBEE Status

Our **BBBEE credentials** are unsurpassed. We are "A" IQuad rated, a level 2 contributor as well as a value adding enterprise which will entitle you to claim procurement at 125% of their spend with Aon and thus empowering them to achieve their BBBEE and growth objectives .

BDO Verification Services (Pty) Ltd Broad-Based Black Economic Empowerment Verification Certificate

AON SOUTH AFRICA (PTY) LTD

has been evaluated in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act 53 of 2003, as amended by the Broad-Based Black Economic Empowerment Amendment Act, 2013 (Act No. 46 of 2013)

Address: The Plaza, 1 Sandton Drive, Sandton, Gauteng, 2196
Reg. Number: 5978/02029/07
Vat Number: 4320101494

B-BBEE Status Awarded: LEVEL 2
B-BBEE Procurement Level: 125%

The score obtained above comprises the following elements:

Element	Score	Weighting
Ownership	24.61	25.00
Management Control	9.21	20.00
Skill Development	11.17	30.00
Enterprise & Supplier Development	40.00	50.00
Socio Economic Development	7.27	5.00
Total	92.76	105.00

Subminimum discounts applied (already discounted above if applicable)

Financial Period Measured

YES Enhancement Applied

Black Ownership

Black Women Ownership

Empowering Supplier

Scorecard / Sector

Designated Group Supplier

Designated Group Ownership

Modified Flow Through applied

Initial Issue Date:

Revision Date: (if applicable)

Expiry Date:

Verification Number:

Technical Signatory:

NO

01 Jan 2019 - 31 Dec 2019

NO

25.10%

16.09%

YES

Amended Financial Sector (Generic Entities) Scorecard - Generic

NO

5.07%

YES

23 June 2020

N/A

22 June 2021

89011528-230620

Mihalle Machingi

BDO Verification Services (Pty) Ltd

140 Main Building

150 Main Building

160 Main Building

170 Main Building

180 Main Building

190 Main Building

200 Main Building

210 Main Building

220 Main Building

230 Main Building

WUWUWU

This certificate is valid for 12 months from issue date of issue.

BDO

sanas
SOUTH AFRICA
101/6188

AON
Empower Results®

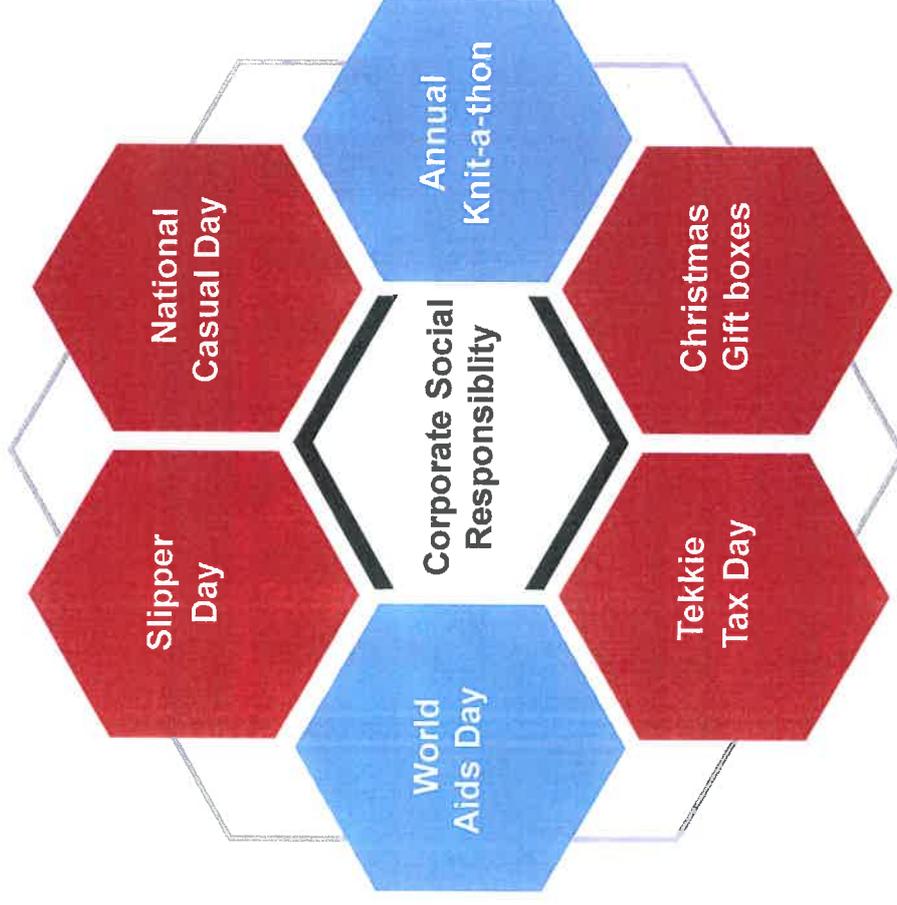
Corporate Social Responsibility

Proprietary & Confidential

AON
Empower Results®

Corporate Social Responsibility

- **Annual Knit-A-Thon** – We encourage ladies countrywide to knit scarves or squares over a 3 month period, before winter, which we donate to various needy communities.
- **Children's Christmas Gift boxes** – We encourage staff in Johannesburg and Constantia to purchase various items and place them in a shoebox. These are given to orphans at various facilities.
- **100 Club** – Aon runs a charity initiative called the "100 Club" where employees elect to have a specific amount deducted from their salary on a monthly basis. The money collected is split into 2 equal amounts. One half is donated to a charity and the other is given back to staff in the form of 3 cash prizes.
- **Bursaries** – With our focus on education, Aon sponsors six bursary's students who are currently studying BCom Risk and Insurance. Their studies are aligned to our core business, and the students once qualified, will be invited to be part of our 2 year Graduate program, providing them with employment opportunities.

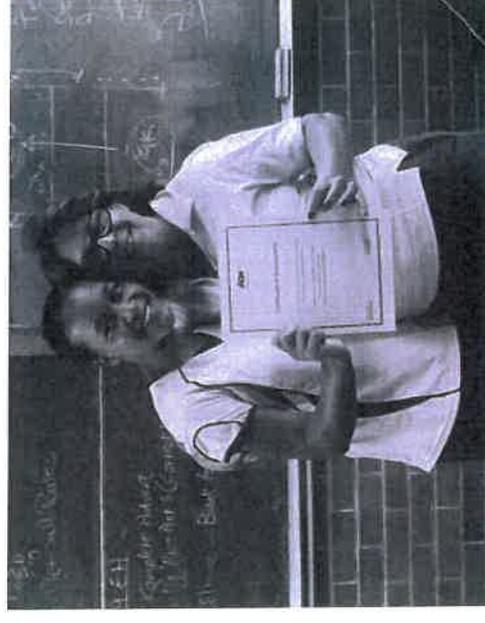


Corporate Social Responsibility

- Silindile at St. Vincent's School for the Deaf** – Silindile is profoundly deaf in both ears and lives in an informal settlement in Kiptown, Soweto. In December 2007, 94.7 Highveld Stereo made an appeal to secure school fees for one year for Silindile. Aon agreed to cover her school fees at St Vincent's school for the deaf in Rosebank, not just for one year, but for her entire school career until matric graduation. In addition, Aon also covers the costs of her hearing aids, stationery, school uniform and transport costs. With the support of Aon and contributors, Silindile and her family are able to eat healthier food, afford clothing and personal items and provide an excellent education for Silindile that would otherwise be out of reach. Silindile is progressing well at St Vincent's School and has a real passion and love for drawing and art.



- Utrecht High School** – Utrecht High School is unique as it lies within a game park established in 1854. The Utrecht district is the tribal domain of five Amakosi (Zulu chiefs), who today play an active role in the development of the area. Aon South Africa has sponsored Utrecht High School for the past 4 years with various initiatives, including coaching children and their teachers on the game of Netball in classroom workshops covering the basics and some intermediary techniques and skills. They then played some netball on a grass court which really interfered with ball handling and footwork and made playing the game very difficult. The stars are the students who play with enthusiasm, without complaint and some without shoes – their wish was to have a “tartan” type court. In 2017 Aon made their dream come true and paid for two tartan netball courts to be built. The school held a mini netball tournament including an intense classroom session for the underprivileged schools in the area. All the tournament participants received shirts, sports bags, caps and shoes.



OUR Partnership

Proprietary & Confidential

Aon
Empower Results®

- **Handicaps Network Africa** – Aon launched a three-year business partnership with Handicaps Network Africa.

As Aon launched their national brand campaign 'An Aon expert broker By your side', they were very excited to announce that Aon and golfing association Handicaps Network Africa have entered into a partnership to simultaneously promote the Aon brand and open up exciting new business opportunities, while also developing South African amateur golf.



- Aon Manchester United Sponsorship, A Long-Term Partnership** – As a long-term trusted advisor, Aon support Manchester United beyond the pitch, delivering expertise across risk, retirement and health to help the club reduce volatility and find opportunities to improve performance.



Like thousands of businesses across the globe, Manchester United works with Aon to find innovative solutions that enhance their ability to compete and flourish in a volatile environment.



Contact

Aon South Africa (Pty) Ltd

The Place, 1 Sandton Drive, Sandhurst, 2196
P O Box 78367, Sandton, 2146

Tel: +27 11 944 7000

Fax: +27 11 944 8010

www.aon.co.za

Facebook | Twitter | LinkedIn

Aon South Africa Pty Ltd, an Authorised Financial Service Provider, FSP 20555

About Aon plc

Aon plc (NYSE:AON) is a leading global professional services firm providing a broad range of risk, retirement and health solutions.

Our 50,000 colleagues in 120 countries empower results for clients by using proprietary data and analytics to deliver insights that reduce volatility and improve performance.

About Aon South Africa

Aon South Africa is a leading provider of Risk Management Services, Insurance and Reinsurance Broking, Employee Benefits Solutions and Specialty Insurance Underwriting.

The company employs more than 700 professionals in its 12 offices in South Africa with its head office in Sandton, Johannesburg.

Aon South Africa Pty Ltd, an Authorised Financial Service Provider, FSP 20555

© Aon plc 2020. All rights reserved.

The information contained in this marketing material is of a general nature only and not intended to constitute advice or to make recommendations. Although we endeavour to provide you with accurate, relevant and current information by using sources we consider reliable, we cannot guarantee that the information is accurate, relevant, current or fit for your purposes. Reliance should not be made on the information in this document without verifying it and receiving the appropriate professional advice. A licensed Aon broker or consultant will assist you with any insurance or employee benefit related advice or query you may have.

Annexure 4: B-BBEE Certificate

BDO Verification Services (Pty) Ltd

Broad-Based Black Economic Empowerment Verification Certificate

AON SOUTH AFRICA (PTY) LTD

has been evaluated in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act 53 of 2003, as amended by the Broad-Based Black Economic Empowerment Amendment Act, 2013 (Act No. 46 of 2013)

Address: The Place, 1 Sandton Drive, Sandhurst, Sandton, 2196
 Reg. Number: 1978/004501/07
 Vat Number: 4320101498

B-BBEE Status Awarded: LEVEL 2
B-BBEE Procurement Level: 125%

The score obtained above comprises the following elements:

Element	Score	Weighting
Ownership	22.71	25.00
Management Control	8.82	20.00
Skills Development	13.42	20.00
Enterprise & Supplier Development	40.02	35.00
Socio Economic Development	8.00	5.00
Total	92.97	105.00

Black Ownership	23.78%	Empowering Supplier	YES
Black Ownership - MFT	25.10%	Modified Flow Through Applied	YES
Black Women Ownership	16.72%	Exclusion Principle Applied	NO
Black Designated Group Ownership	1.13%	Designated Group Supplier	NO
Black Youth	1.13%	Y.E.S Enhancement Applied	NO
Black Disabled	0.00%	Y.E.S Target and 2.5% Absorption	NO
Black Unemployed	0.00%	1.5 x Y.E.S Target and 5% Absorption	NO
Black People living in Rural areas	0.00%	Double Y.E.S Target and 5% Absorption	NO
Black Military Veterans	0.00%	Subminimum Discount Applied	NO

Scorecard / Sector: Amended Financial Sector (Generic Entities) - Generic
 Financial Period Measured: 01 Jan 2020 - 31 Dec 2020

Initial Issue Date: 22 June 2021
 Revision Date: (if applicable) N/A
 Expiry Date: 21 June 2022
 Verification Number: BDO11919-220621
 Technical Signatory: Japie Britz

BDO Verification Services
(Pty) Ltd

Johannesburg
 Wanderers Office Park
 52 Corlett Drive
 Illovo, 2196
 T +27 (0)10 590 7200

www.bdo.co.za
 VKP2 SF52 Rev11 ISSUED
 07102020



This certificate is valid for 12 months from initial date of issue.



BVA133

Annexure 5: FSB, FIA and IRMSA Certificates



FINANCIAL SERVICES BOARD

LICENCE No. 20555

FINANCIAL SERVICES PROVIDER
Financial Advisory and Intermediary Services Act, 2002

It is hereby certified that with effect from 10 August 2011

AON SOUTH AFRICA (PTY) LTD

IS LICENSED AS A FINANCIAL SERVICES PROVIDER IN TERMS OF SECTION 8 OF THE
FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT, 2002 (ACT No. 37 OF 2002)
subject to the conditions and restrictions set out in the Annexure

RAEESA KHAN
THE PLACE 1 SANDTON DRIVE
SANDHURST, SANDTON
COMMISSIONER OF OATHS EX OFFICIO
ADMITTED ATTORNEY
REPUBLIC OF SOUTH AFRICA



[Signature]
CERTIFIED A TRUE
COPY
OF THE ORIGINAL
23/06/2021

[Signature]

.....
REGISTRAR OF FINANCIAL SERVICES PROVIDERS

This document to be displayed in terms of section 8(8)(a) of the Act. The Annexure to be available for the information of clients.



CERTIFIED A TRUE
COPY
OF THE ORIGINAL

23/06/2008

Financial Intermediaries Association
of Southern Africa

RAEESA KHAN
THE PLACE 1 SANDTON DRIVE
SANDHURST, SANDTON
COMMISSIONER OF OATHS EX OFFICIO
ADMITTED ATTORNEY
REPUBLIC OF SOUTH AFRICA

MEMBERSHIP CERTIFICATE
LIDMAATSKAP SERTIFIKAAT

This is to certify that
Hiermee word gesertifiseer dat

AON South Africa
(Pty) Limited

after complying with the requirements in terms of the constitution,
is accepted as a member of the FIA
and undertakes to honour the Code of Ethics at all times.

na voldoening aan die vereistes in terme van die grondwet,
aanvaar is as 'n lid van die FIA
en onderneem om te alle tye die Etiese Kode te eerbiedig.

PRESIDENT

CHIEF EXECUTIVE OFFICER /
HOOF UITVOERENDE BEAMPTE

01C60277
MEMBERSHIP NO. / LIDMAATSKAP NR.

January 2008
DATE / DATUM



The Institute of Risk Management
SOUTH AFRICA

RAEESA KHAN CERTIFICATE OF MEMBERSHIP

THE PLACE 1 SANDTON DRIVE
SANDHURST, SANDTON
COMMISSIONER OF OATHS EX OFFICIO
ADMITTED ATTORNEY
REPUBLIC OF SOUTH AFRICA

This is to certify that

Aon South Africa (Pty) Ltd


CERTIFIED A TRUE
COPY
OF THE ORIGINAL
23/06/2021

Having fulfilled the requirements for membership and having undertaken to subscribe to the Code of Ethics and to the rules and practices of the Institute, has been approved as a

IRMSA Corporate Member

of

The Institute of Risk Management South Africa

Expiry date: March 01, 2021

Berenice Francis
President

Gillian le Cordeur
Chief Executive Officer

Member Number: 14667944

This certificate is the property of the Institute and may be withdrawn at the Institute's discretion

13 May 2020

To whom it may concern

This is to serve as confirmation that **Aon South Africa (Pty) Ltd** is a Corporate Partner of The Insurance Institute of South Africa for the membership cycle 1 January 2020 – 31 December 2020.

Regards,



Ronald Tembo

Executive Manager: Marketing & Business Development

RAEESA KHAN
THE PLACE 1 SANDTON DRIVE
SANDHURST, SANDTON
COMMISSIONER OF OATHS EX OFFICIO
ADMITTED ATTORNEY
REPUBLIC OF SOUTH AFRICA

CERTIFIED A TRUE
COPY
OF THE ORIGINAL

23/06/2021

Annexure 6: Tax Clearance Certificate and CSD Registration



TAX COMPLIANCE STATUS
PIN Issued

AON SOUTH AFRICA PTY LTD
PO BOX 1874
PARKLANDS
2121

Enquiries should be addressed to SARS:

Contact Detail

SARS
Alberton
1528

Contact Centre Tel: 0800 00 SARS (7277)
SARS online: www.sars.gov.za

Details

Taxpayer Reference Number: 9183126847

Always quote this reference number when contacting SARS

Issue Date: 2021/04/08

Dear Taxpayer

TAX COMPLIANCE STATUS PIN ISSUED

The South African Revenue Service (SARS) has issued your tax compliance status (TCS) PIN as indicated below:

TCS Details:	
Taxpayer Name	Aon South Africa Pty Ltd
Trading Name	AON SOUTH AFRICA PTY LTD
Tax Reference Number(s)	IT - 9183126847 Vat - 4320101498 PAYE - 7400720373
Purpose of Request	Good Standing
Request Reference Number	0004645722GS0804211015314
PIN	67F846G92L
PIN Expiry Date	08/04/2022

You may authorise a third party to view your TCS by providing them the PIN. The PIN only allows the third party access to your TCS. All other tax information remains secure.

Your TCS displayed is based on your compliance as at the date and time the PIN is used.

You may cancel this PIN at any time before the expiry date reflected above. Once cancelled, a third party will not be able to verify your TCS.

SARS reserves the right to cancel this PIN in the event that it was fraudulently issued or obtained.

Should you have any other queries please call the SARS Contact Centre on 0800 00 SARS (7277). Remember to have your taxpayer reference number at hand when you call to enable us to assist you promptly.

Sincerely

ISSUED ON BEHALF OF THE SOUTH AFRICAN REVENUE SERVICE



TAX COMPLIANCE STATUS
PIN Issued

AON SOUTH AFRICA PTY LTD
PO BOX 1874
PARKLANDS
2121

Enquiries should be addressed to SARS:

Contact Detail

SARS
Alberton
1528

Contact Centre Tel: 0800 00 SARS (7277)
SARS online: www.sars.gov.za

Details

Taxpayer Reference Number: 9183126847

Always quote this reference number when contacting SARS

Issue Date: 2021/04/08

Dear Taxpayer

TAX COMPLIANCE STATUS PIN ISSUED

The South African Revenue Service (SARS) has issued your tax compliance status (TCS) PIN as indicated below:

TCS Details:	
Taxpayer Name	Aon South Africa Pty Ltd
Trading Name	AON SOUTH AFRICA PTY LTD
Tax Reference Number(s)	IT - 9183126847 Vat - 4320101498 PAYE - 7400720373
Purpose of Request	Tender
Request Reference Number	0004645722TS0804211014187
PIN	G9BG447923
PIN Expiry Date	08/04/2022

You may authorise a third party to view your TCS by providing them the PIN. The PIN only allows the third party access to your TCS. All other tax information remains secure.

Your TCS displayed is based on your compliance as at the date and time the PIN is used.

You may cancel this PIN at any time before the expiry date reflected above. Once cancelled, a third party will not be able to verify your TCS.

SARS reserves the right to cancel this PIN in the event that it was fraudulently issued or obtained.

Should you have any other queries please call the SARS Contact Centre on 0800 00 SARS (7277). Remember to have your taxpayer reference number at hand when you call to enable us to assist you promptly.

Sincerely
ISSUED ON BEHALF OF THE SOUTH AFRICAN REVENUE SERVICE



VALUE-ADDED TAX
BELASTING OP TOEGEVOEGDE WAARDE

VAT 103i

Notice of registration - OFFICE ISSUE
Kennisgewing van registrasie - KANTOOR UITREIKING

Enquiries should be addressed to SARS:
Navrae moet gerig word aan SARS:

Megawatt Park

Branch office
Takkantoor

Private Bag X170
Rivonia
2128

Tel
Tel

011 602 3521

Fax
Faks

086 619 5943

E-mail
E-pos

xjele@sars.gov.za

Date
Datum

2011-07-14

AON SOUTH AFRICA PTY LTD
PO BOX 1874
PARKLANDS
2121

Trading or other name
Handels- of ander naam

AON SOUTH AFRICA PTY LTD

This number must be indicated on all tax invoices issued by you and quote this registration number in correspondence with this office or during interviews.
Hierdie belastingnommer moet op alle belastingfakture wat u uitreik, verstrek word en gebruik altyd hierdie registrasienommer in u korrespondensie of tydens besoek aan hierdie kantoor.

Your reference number is:
U verwysingsnommer is:

4320101498

Date of registration:
Datum van registrasie:

1991-09-30

The VAT103 Notification of Registration will be issued in due course.
Die VAT103 Kennisgewing van Registrasie sal binnekort uitgereik word.

CERTIFIED A TRUE COPY OF THE ORIGINAL
23/06/2021

I confirm that the above-mentioned enterprise has been registered as a vendor for VAT purposes.
Ek bevestig dat die bogenoemde onderneming as 'n ondernemer vir BTW-doeleindes geregistreer is.

X Jele

Name & Surname (Team Member)
Naam & Van (Spanlid)

Signature (Team Member)
Handtekening (Spanlid)

S Saude

Name & Surname (Team Leader)
Naam & Van (Spanleier)

Signature (Team Leader)
Handtekening (Spanleier)

for SARS branch office
n. SARS takkantoor

RAEESA KHAN
THE PLACE 1 SANDTON DRIVE
SANDHURST, SANDTON
COMMISSIONER OF OATHS EX OFFICIO
ADMITTED ATTORNEY
REPUBLIC OF SOUTH AFRICA

Office Stamp (with date)

SOUTH AFRICAN REVENUE SERVICE
PRIVATE BAG X170
SARS
2011-07-14
RIVONIA 2128
LARGE BUSINESS CENTRE

Kantoorstempel (met datum)

CSD REGISTRATION REPORT

SUPPLIER IDENTIFICATION

Supplier number	MAAA0092277	South African company/CC registration number	1978/004501/07
Is supplier active?	Yes	Have Bank Account	Yes
Supplier type	CIPC Company	Total annual turnover	More than R50 million
Supplier sub-type	Private Company (Pty)(Ltd)	Financial year start date	01 Apr 2017 00:00:00:000
Legal name	AON SOUTH AFRICA	Registration date	14 Nov 1978 00:00:00:000
Trading name	Aon South Africa (Pty) Ltd	Created by	amanda.naidoo@aon.co.za
Identification type	South African Company/Close Corporation Registration Number	Created date	15 Apr 2016 07:50:25:000
Government breakdown	Private Companies (Pty) (Ltd)	Edit by	amanda.naidoo@aon.co.za
Business status	In Business	Edit date	07 Mar 2021 23:00:00:000
Country of origin	South Africa	Restricted Supplier	No

SUPPLIER INDUSTRY CLASSIFICATION INFORMATION

INDUSTRY CLASSIFICATION 1

Main group	Financial and insurance activities	Core industry	Insurance, reinsurance and pension funding, except compulsory social security
Division	Insurance, reinsurance and pension funding, except compulsory social security	% share of annual turnover	100.00

SUPPLIER CONTACT INFORMATION

CONTACT 1

Contact type	Administration	Do you want this contact to also be a CSD user ?	Yes
Is this your preferred Contact?	No	Created by	amanda.naidoo@aon.co.za
Name(s)	Shivien	Created date	15 Apr 2016 07:26:04:000



CSD REGISTRATION REPORT

Surname	Pillay	Edit by	amanda.naidoo@aon.co.za
Identification type	South African Identification Number	Edit date	15 Sep 2017 14:56:20:837
Prefer communication via email	Yes		
Email address	shivien.pillay@aon.co.za		
Cellphone number	0846036741		
CONTACT 2			
Contact type	Administration	Telephone number	0124714500
Is this your preferred Contact?	No	Cellphone number	083 408 7250
Name(s)	Melisse	Fax number	0866692046
Surname	van Heerden	Toll free number	0124714500
Identification type	South African Identification Number	Do you want this contact to also be a CSD user ?	Yes
Prefer communication via email	Yes	Created by	amanda.naidoo@aon.co.za
Email address	melisse.van.heerden2@aon.co.za	Created date	15 Sep 2017 14:56:20:490
		Edit by	amanda.naidoo@aon.co.za
		Edit date	15 Sep 2017 14:56:20:490
CONTACT 3			
Contact type	Administration,Bid Office	Cellphone number	081 828 4819
Is this your preferred Contact?	Yes	Fax number	0119447479
Name(s)	Amanda	Toll free number	0818284819
Surname	Naidoo	Website address	www.aon.co.za
Identification type	South African Identification Number	Do you want this contact to also be a CSD user ?	Yes
Prefer communication via email	Yes	Created by	amanda.naidoo@aon.co.za
Email address	amanda.naidoo@aon.co.za	Created date	15 Sep 2017 14:56:20:663
Telephone number	0119447479	Edit by	amanda.naidoo@aon.co.za
		Edit date	15 Sep 2017 14:56:20:663



CSD REGISTRATION REPORT

SUPPLIER ADDRESS INFORMATION

ADDRESS 1

Is this a preferred address?	Yes	Postal code	2196
Address line 1	The Place	Ward Number	90
Address line 2	1 Sandton Drive	Country	South Africa
Suburb	Sandhurst	This address S/A delivery	Yes
Province	Gauteng	Created by	amanda.naidoo@aon.co.za
Municipality	City of Johannesburg	Created date	15 Apr 2016 07:50:25:580
City	Sandton	Edit by	amanda.naidoo@aon.co.za
		Edit date	15 Sep 2017 14:56:19:960

ADDRESS 2

Is this a preferred address?	No	Ward Number	90
Address line 1	PO Box 1874	Country	South Africa
Address line 2	Parklands	Created by	amanda.naidoo@aon.co.za
Suburb	Sandhurst	Created date	15 Apr 2016 07:50:25:610
Province	Gauteng	Edit by	amanda.naidoo@aon.co.za
Municipality	City of Johannesburg	Edit date	15 Apr 2016 07:50:25:610
City	Sandton		
Postal code	2121		

SUPPLIER BANK ACCOUNT

BANK ACCOUNT 1

Account type	Current Accounts	Created by	amanda.naidoo@aon.co.za
Bank	STANDARD BANK OF SOUTH AFRICA	Created date	15 Apr 2016 07:34:22:000
Branch number	051001	Edit by	csd.safetynetbatch@treasury.gov.za

CSD REGISTRATION REPORT

Branch name	STANDARD BANK SOUTH AFRICA	Edit date	15 Apr 2016 22:07:21:013
Account number	000107999	Bank Verification Status	Verification Succeeded
Account holder	Aon South Africa (Pty) Ltd	Foreign Bank Account	No
Is this a preferred account?	Yes	Is the identifier linked at the bank	Yes
Active start date	15 Apr 2016 07:34:22:000	Is this a Shared Funding Account	No

TAX INFORMATION

Income tax number	9183126847	Are you Registered with SARS?	Yes
Income Tax Status	Compliant tax status Verified	Last validation date	21 May 2021 12:17:00:000
VAT number	4320101498	Overall Tax Status	Tax Compliant
VAT Status	Compliant tax status Verified	Created by	amanda.naidoo@aon.co.za
Is this supplier a VAT vendor?	Yes	Created date	15 Apr 2016 07:50:25:000
PAYE number	7400720373	Edit by	csd.reverifybatch@treasury.gov.za
PAYE Status	Compliant tax status Verified	Edit date	08 Jun 2020 10:10:29:000

B-BEEE INFORMATION

B-BBEE verification regulator	Verification agency accredited by SANAS	SANAS accredited agency	DBO Verification Services (Pty) Ltd
Sector charter	Financial	% Owned by black people	25.10
Subsector charter	NOT APPLICABLE	% Owned by black people who are women	13.39
B-BBEE certificate number	24284 - REV 0	% Owned by black people who are youth	0.00
B-BBEE certificate issue date	23 Jun 2020 00:00:00:000	% Owned by black people with disabilities	0.00
B-BBEE certificate issue expiry date	22 Jun 2021 00:00:00:000	% Owned by black who are unemployed	0.00
B-BBEE status level of contributor	Level 2 Contributor	% Owned by black people who are military veteran	0.00
B-BBEE procurement recognition	125%	% Owned by black people living in rural or underdeveloped areas	0.00

CSD REGISTRATION REPORT

Value adding supplier or empowering supplier	Yes	Verification Status	Manual Verification Required
Skills Development Score	8.30	Created by	amanda.naidoo@aon.co.za
Socio-Economic Development Score	3.00	Created date	15 Apr 2016 07:38:06:000
Management Control Score	7.00	Edit by	amanda.naidoo@aon.co.za
Ownership Score	15.70	Edit date	18 Jan 2021 13:08:21:667
Access Financial Services Score	14.00	Status	Active
Total Score	48.00		

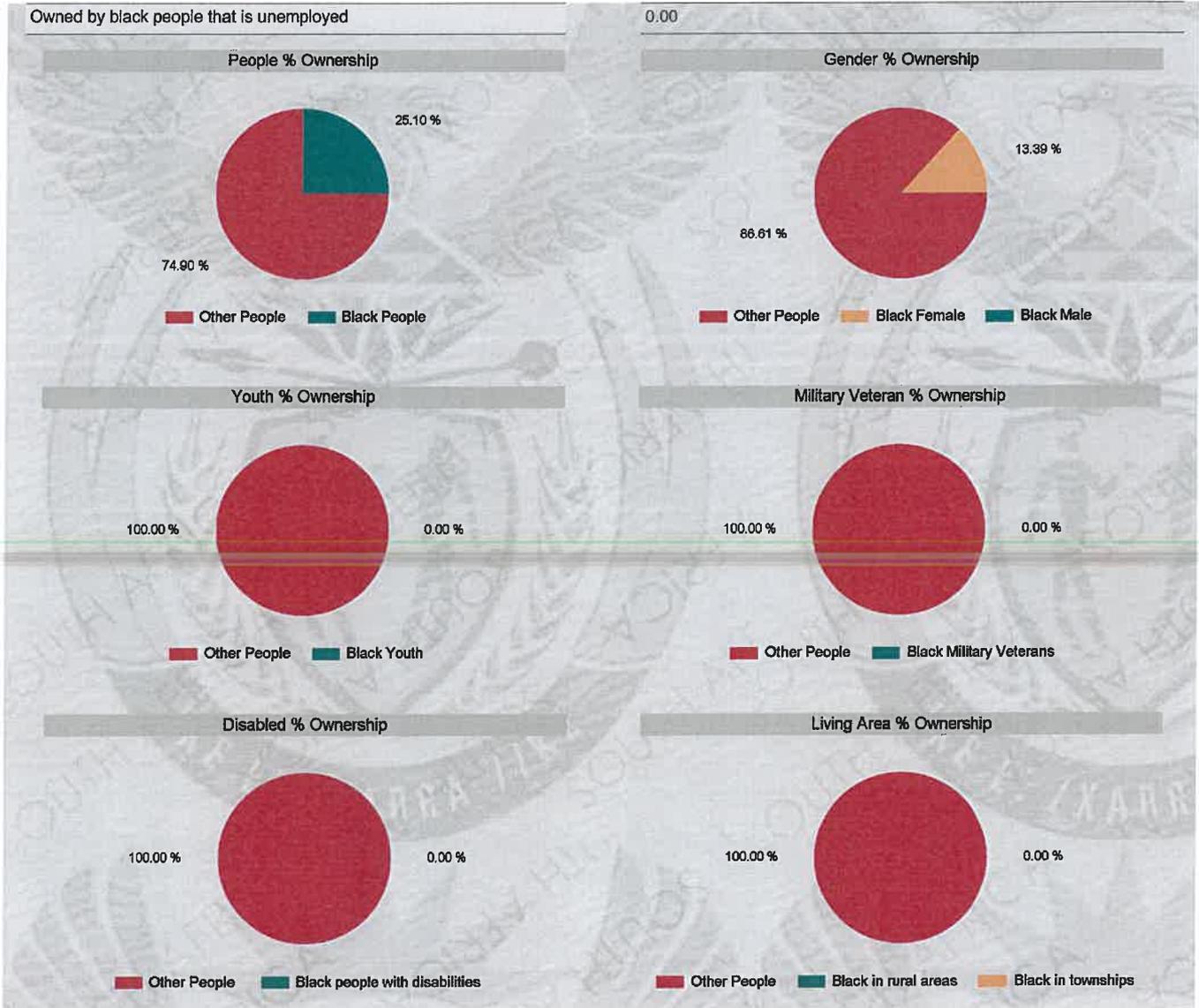
OWNERSHIP INFORMATION

Owner's name and surname Legal name	Owner's Identification number	RSA Citizen	Ethnic group	Gender	Ownership %	Youth	Disabled	Military	Rural	Township
Aon Holdings Bv, Holland			N/A	N/A	74.90%	N/A	N/A	N/A	N/A	N/A
Newsheif 1151 (Pty) Ltd			N/A	N/A	25.10%	N/A	N/A	N/A	N/A	N/A
Total					100.00%					

OUTCOMES AGAINST PREFERENTIAL PROCUREMENT CRITERIA BASED ON B-BEE CERTIFICATE

Enterprise type	GEN
B-BBEE Status level of contributor	Level 2 Contributor
Owned by black people	25.10
Owned by black people who are youth	0.00
Owned by black people who are women	13.39
Owned by black people with disabilities	0.00
Owned by black people who are military veterans	0.00
Owned by black people living in rural or undeveloped areas	0.00
Owned by black people living in townships	0.00

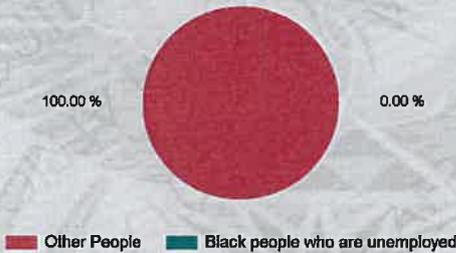
CSD REGISTRATION REPORT





CSD REGISTRATION REPORT

Unemployed % Ownership



DIRECTORS/MEMBERS/OWNERS INFORMATION

DIRECTOR/MEMBER 1

Director type	Non Executive Director	Owner	No
Director status	Active	Created by	csd.reverifbatch@treasury.gov.za
Name(s)	VUSUMLIZI	Created date	04 Jul 2018 09:36:39:000
Surname	MAHLANGU	Edit by	csd.reverifbatch@treasury.gov.za
Country	South Africa	Edit date	22 Jun 2020 12:04:54:000
Identification type	South African Identification Number	Restricted Supplier	No
South African identification number	7007095370084	Restriction Last Verification Date	21 May 2021 12:16:39:867
Work permit	0000000	Government Employee	No
Appointment date	01 Dec 2011 00:00:00:000	Government Employee Last Verification Date	21 May 2021 12:16:39:633
Email address	jason.howell@aon.co.za	SA identification number Verified	Yes
Cellphone number	011 944 7295	SA identification number verification date	21 May 2021 12:16:39:710
		Companies involved in	MAAA0149118; MAAA0346562; MAAA0413904; MAAA0414477; MAAA0479996; MAAA0600954...

DIRECTOR/MEMBER 2





CSD REGISTRATION REPORT

Director type	Director	Owner	No
Director status	Active	Created by	csd.reverifybatch@treasury.gov.za
Name(s)	NCOLOLWANE LEEU	Created date	04 Jul 2018 09:36:39:000
Surname	MORWE	Edit by	csd.reverifybatch@treasury.gov.za
Country	South Africa	Edit date	22 Jun 2020 12:04:54:000
Identification type	South African Identification Number	Restricted Supplier	No
South African identification number	7707135481086	Restriction Last Verification Date	21 May 2021 12:16:39:883
Work permit	0000000	Government Employee	No
Appointment date	24 Apr 2013 00:00:00:000	Government Employee Last Verification Date	21 May 2021 12:16:39:633
Email address	jason.howell@aon.co.za	SA identification number Verified	Yes
Cellphone number	011 944 7295	SA identification number verification date	21 May 2021 12:16:39:743
		Companies involved in	MAAA0098158; MAAA0321986; MAAA0469724; MAAA0918824;

DIRECTOR/MEMBER 3

Director type	Director	Owner	No
Director status	Active	Created by	csd.reverifybatch@treasury.gov.za
Name(s)	TERENCE	Created date	04 Jul 2018 09:36:39:000
Surname	WILLIAMS	Edit by	csd.reverifybatch@treasury.gov.za
Country	South Africa	Edit date	22 Jun 2020 12:04:54:000
Identification type	South African Identification Number	Restricted Supplier	No
South African identification number	7708115142086	Restriction Last Verification Date	21 May 2021 12:16:39:883
Work permit	0000000	Government Employee	No
Appointment date	05 May 2015 00:00:00:000	Government Employee Last Verification Date	21 May 2021 12:16:39:647
Email address	jason.howell@aon.co.za	SA identification number Verified	Yes
Cellphone number	011 944 7295	SA identification number verification date	21 May 2021 12:16:39:757

DIRECTOR/MEMBER 4





CSD REGISTRATION REPORT

Director type	Non Executive Director	Owner	No
Director status	Active	Created by	csd.reverifybatch@treasury.gov.za
Name(s)	NAMANE TINY	Created date	17 May 2019 02:06:46:000
Surname	MAGAU	Edit by	csd.reverifybatch@treasury.gov.za
Country	South Africa	Edit date	22 Jun 2020 12:04:55:000
Identification type	South African Identification Number	Restricted Supplier	No
South African identification number	5206090228089	Restriction Last Verification Date	21 May 2021 12:16:39:897
Work permit	0000000	Government Employee	No
Appointment date	25 Apr 2019 00:00:00:000	Government Employee Last Verification Date	21 May 2021 12:16:39:647
Email address	jason.howell@aon.co.za	SA identification number Verified	Yes
Cellphone number	011 944 7000	SA identification number verification date	21 May 2021 12:16:39:790
		Companies involved in	MAAA0038937; MAAA0141781; MAAA0152132; MAAA0156299; MAAA0224435; MAAA0314032...

DIRECTOR/MEMBER 5

Director type	Non Executive Director	Owner	No
Director status	Active	Created by	csd.reverifybatch@treasury.gov.za
Name(s)	MMAKGOLO META	Created date	17 May 2019 02:06:46:000
Surname	MHLARHI	Edit by	csd.reverifybatch@treasury.gov.za
Country	South Africa	Edit date	22 Jun 2020 12:04:55:000
Identification type	South African Identification Number	Restricted Supplier	No
South African identification number	7912040298084	Restriction Last Verification Date	21 May 2021 12:16:39:913
Work permit	0000000	Government Employee	No
Appointment date	23 Apr 2018 00:00:00:000	Government Employee Last Verification Date	21 May 2021 12:16:39:663
Email address	jason.howell@aon.co.za	SA identification number Verified	Yes
Cellphone number	011 944 7000	SA identification number verification date	21 May 2021 12:16:39:803
		Companies involved in	MAAA0007672; MAAA0109635; MAAA0199048; MAAA0439017;





CSD REGISTRATION REPORT

DIRECTOR/MEMBER 6

Director type	Director	Edit by	amanda.naidoo@aon.co.za
Director status	Active	Edit date	18 Jan 2021 13:07:57:000
Name(s)	NICOLENE	Restricted Supplier	No
Surname	BRUWER	Restriction Last Verification Date	21 May 2021 12:16:39:930
Country	South Africa	Government Employee	No
Identification type	South African Identification Number	Government Employee Last Verification Date	21 May 2021 12:16:39:680
South African identification number	8102020012080	SA identification number Verified	Yes
Appointment date	01 Mar 2020 00:00:00:000	SA identification number verification date	21 May 2021 12:16:39:820
Email address	nicolene.bruwer@aon.co.za		
Owner	No		
Created by	csd.reverifybatch@treasury.gov.za		
Created date	22 Jun 2020 12:04:54:000		

OTHER OWNERS 1

Legal name	Aon Holdings Bv, Holland	Created by	amanda.naidoo@aon.co.za
Ownership %	74.90%	Created date	15 Sep 2017 14:56:24:140
Ownership status	Active	Edit by	amanda.naidoo@aon.co.za
		Edit date	15 Sep 2017 14:56:24:140

OTHER OWNERS 2

Legal name	Newshelf 1151 (Pty) Ltd	Created date	15 Sep 2017 14:56:24:170
Ownership %	25.10%	Edit by	amanda.naidoo@aon.co.za
Ownership status	Active	Edit date	15 Sep 2017 14:56:24:170
Created by	amanda.naidoo@aon.co.za		



CSD REGISTRATION REPORT

The CSD does not automatically verify foreign company registration number, International securities Identification number, foreign Identification numbers, foreign passport numbers, work permit numbers, foreign bank accounts, B-BBEE, demographic and accreditation information. Organs of State are required to manually verify this information with the applicable verification institutions as per their current policies and procedures.

Tips and Frequently Asked Questions (FAQ)

Identifier

CSD cannot electronically verify the identity of a supplier other than a South African Individual / Sole Proprietor (through Home Affairs) or a company registered at the Companies and Intellectual Property Commission (CIPC). For this reason, a disclaimer is displayed for supply chain practitioners to obtain supporting documentation to verify the identity and legitimacy of a supplier in these cases.

Bank

For help on how to resolve bank failures click here: [I received an email stating the bank information I captured on the CSD was sent for bank account validation and could not be validated. The response received from the bank contains an error message.](#)

The various possible error messages received from the bank are highSemiBoded in red. Search for the applicable message and follow the detailed steps associated with that error message.

Tax

Tax Compliance Status

For help on how to deal with tax status differences between CSD and the tax clearance certificate click here: [What should a supplier do if the tax status on CSD difference from the tax clearance certificate?](#)

Tax Compliance Expiry Date

For help on how to deal with tax status differences between CSD and the tax clearance certificate click here: [How does CSD determine the tax compliance expiry date?](#)

CIPC

Should the director/member information reflected on the CIPC registration report differs to that reflected on CSD for help click here: [The active Directors/Members are not being populated on the CSD Directors/Members screen as they appear at CIPC, how can I rectify this?](#)

State Employee

For more information pertaining to government employment status click here: [Will there be verification done to identify if a supplier is a government employee?](#)

BBBEE

CSD does not automatically verify all certificate information with the various accreditation bodies. Organs of State are required, where not automatically verified by CSD, to manually verify this information with the applicable accreditation body as per current policies and procedures. Expired certificate information do not reflect on the report.



**CENTRAL SUPPLIER
DATABASE**
FOR GOVERNMENT

Report Date:

21 May 2021 12:17:13.506 PM

Report Ran By:

amanda.naidoo@aon.co.za

CSD REGISTRATION REPORT

Print Date: 5/21/2021 12:17:11 PM



national treasury
Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

Annexure 7: Sample Client Service Agreement

Client Service Agreement

Between

[Insert client's full legal name]

(Registration no)

“you / your”

and

Aon South Africa (Proprietary) Limited

(Registration no. 1978/004501/07)

“we / us / our”

1. Purpose

- 1.1 The purpose of this agreement ("Agreement") is to record the nature and scope of the Services we will render to you, the basis of our remuneration and any other terms and conditions of our appointment as your insurance brokers and / or risk consultants.
- 1.2 Our standard Terms of Business Agreement ("TOBA"), as amended from time to time, is available on our website (<http://www.aon.co.za/terms-of-trade>), alternatively, a copy will be given to you for your information and records. The TOBA is incorporated into this Agreement and will always form an integral part of our agreement with you.
- 1.3 The terms defined in the TOBA shall have the same meanings when used in this Agreement.
- 1.4 Where this Agreement contradicts any of the terms in the TOBA, the terms of this Agreement shall prevail.

2. Service Philosophy

- 2.1 Everything we do at Aon is focused on creating distinctive value for you our client, based on a deep understanding of your business and risk issues. We do this using our global tool known as Aon Client Promise ®.
- 2.2 Aon Client Promise has been designed by our clients for our clients to ensure that each client receives personalized service based on its individual business needs.
- 2.3 The four-step methodology, starting with the Aon Client Promise Assessment and ending with the Client Promise Review, creates an industry best practice and designed to hold our servicing team accountable to deliver distinctive value to your business.
- 2.4 The feedback we receive from you via the Client Promise Assessment, helps build a Client Promise Plank that extends beyond standard risk management solutions and allows us to focus on helping you achieve your business goals, whether they are growing your business, driving profit or supporting the sustainability of your business.
- 2.5 Your account executive will discuss the implementation of Aon Client Promise with you when agreeing the scope of services with you.

3. Appointment, Duration and Termination

- 3.1 You appoint us, which appointment we accept, to render the Services with effect from **[insert date]** (the "Commencement Date"). This Agreement shall operate indefinitely unless terminated by either you or us on providing 90 days prior written notice.

or
- 3.2 You appoint us, which appointment we accept, to render the Services with effect from **[insert date]** (the "Commencement Date"). This Agreement shall operate for a fixed period of _____x _____-months, where after it will automatically terminate.

4. Service Team

- 4.1 Your service team will use their understanding of your business and its requirements to deliver the Services to you.
- 4.2 Your account executive is [insert name of account executive] and can be reached on telephone number: +27 (code) [insert landline number]; direct fax number: +27 (code) [insert fax number]; e-mail address: [insert a/e's email address]
- 4.3 The other service team members are:

Name	Function	Tel. No.	Fax	Email
	Divisional Head			
	Account Executive			
	Account Administrator			
	Claims Manager			
	Claims Negotiator			

- 4.4 Members of the service team may be amended from time to time. Any such changes will be advised to you in writing.

5. The Services

The Services to be rendered by us (including the geographical areas) are detailed below.

- 5.1 Local Services Provided Appendix 1
- 5.2. Global Services Provided Appendix 2
- 5.3 Africa Network Servicing Appendix 3
- 5.4 Remuneration Appendix 4
- 5.5 Additional Available Services Appendix 5

Applicable	Not applicable

6. Placement of Insurance

6.1 Instructions

It is agreed that (i) all instructions shall be in writing, e.g. by letter, electronic mail message or facsimile, in order to avoid any misunderstandings about the cover which you have requested; (ii) in the event of emergencies and urgent cases, we will accept verbal instructions, provided that such instructions shall be confirmed in writing as soon as possible thereafter; (iii) written instructions may also be recorded in the minutes of meetings between us and you; and (iv) we will only receive and act on instructions from Messrs. [insert] and / or [insert].

6.2 Proposals, Questionnaires and Forms

You shall (i) in acquiring certain classes of insurance, be required to complete a proposal form or questionnaire. Although we cannot complete or sign the form on your behalf, we will provide any advice and assistance you may reasonably require; and (ii) in completing a proposal or claim form, or other document relating to an insurance policy, ensure that all answers, statements and information are complete, true and correct in every respect.

6.3 Risk Information

You will be required to provide updated risk information as soon as it becomes available with regard to the subject matter to be insured and claims information that will be used for the purposes of obtaining renewal terms from Insurers. You shall be responsible for the accuracy and completeness of the information to be provided which needs to reflect the most up to date factual position at all times. We shall assist in the provision of this updated risk information by advising on the nature of information required.

7. Remuneration and Expenses –

Our remuneration and the expenses shall be set out in Appendix TBA

- 7.1 We shall agree separate remuneration with you in respect of any additional available services you may require as set out in clause 8 and Appendix TBA to this agreement.
- 7.2 In the event that we are required to provide advice or services in relation to a claim that we consider to fall outside of the scope of services provided by a short-term insurance intermediary as provided for in terms of the Short Term Insurance Act, any relevant legislation and/or any trade practice currently adopted by us, then we reserve the right to determine whether we are in position to provide such advice or services and what the cost of that advice or services should be if we agree to provide same. In such a case we will enter into a separate fee arrangement with you.
- 7.3 We may renegotiate the remuneration periodically based on any changed servicing requirements.
- 7.4 Any amendments to the remuneration structure set out in Appendix TBA, including our annual remuneration review, will be made in writing by way of an addendum to Appendix TBA

- 7.5 Additional terms regarding our remuneration
- 7.5.1 If you have selected an Aon Choice option under clause 9 that carries a fee, the amount will be reflected in a separate invoice. Further details relating to our restriction of liability and options available to you are detailed in Section 20 of our "Terms and Conditions of Business".
- 7.5.2 You agree to reimburse us for travel outside a radius of 50km from our office from which your account is serviced and any associated accommodation and out of pocket expenses that we may reasonably incur in performing the Services.
- 7.6 We may have to access the London and / or other international insurance markets to meet your insurance needs or to comply with applicable legislation. We use our affiliated Global offices where this is necessary unless we have agreed otherwise. They receive and will retain additional commission to pay for the additional coordinating and administrative work necessitated by the 'subscription' nature of that market. This additional commission will be calculated on the premium to be earned and will be dependent on the class of insurance. Upon request, we will disclose the specific amount of this commission earned by our affiliated Global offices when any insurance is being placed with the London and /or other international insurance markets.
- 7.7 We design and develop Aon products for specific risks or niche market requirements from time to time. Where appropriate we may recommend an Aon designed Product when we are of the view that it is suitable for your insurance coverage, price and other requirements. The Insurer may pay us such additional remuneration based on the premium in recognition of the additional work required to develop, design and manage these products and for the reduction in the Insurer's workload. This remuneration will be disclosed to you.

Your premium payment notification or renewal report will identify any such Aon Products.

8. Additional Available Services – Annexure TBA

- 8.1 We shall, where possible, provide you with additional available services upon request and subject to written agreement regarding the scope and remuneration.
- 8.2 Attached as Appendix TBA is a complete list of available additional services that we can render.

9. Restriction of our Liability

We will provide the Services with reasonable diligence, care and skill.

We confirm that we have in place professional indemnity insurance and fidelity guarantee cover.

- 9.1 In no event will we be liable to you for any indirect, incidental, special, consequential, exemplary or punitive damages (including, without limitation, lost or anticipated revenues, lost business opportunities or lost sales or profits).
- 9.2 To the fullest extent permitted by law, and except for damages resulting solely and directly from fraud or intentional misconduct by us, Aon's liability to you for any and all damages, costs, and expenses (including but not limited to attorneys' fees), whether based on contract, delict (including negligence), or otherwise, in connection with or related to the services (including a failure to provide a service) or any other services that we provide shall be limited to a total aggregate amount of R 15 million.

10. General

- 10.1 If any term of this Agreement is found to be illegal, invalid or unreasonable under any applicable law, regulations or material pronouncements, or invalid or unenforceable under codes of conduct, statements of practice, directions or guidelines issued by any regulator or relevant professional body, then such term shall, insofar as it is severable from the remaining terms, be deemed to be omitted from the Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms, which will remain in full effect.
- 10.2 ~~The terms of this Agreement constitute the entire understanding and agreement between the parties; supersede all prior communications, agreements and understandings of the parties with regard to the subject matter of this Agreement. The parties agree that no rights to damages or to claim loss from the other arise from any termination of any prior agreement by this Agreement.~~
- 10.3 Any alterations, addition or modification of this Agreement must be agreed in writing between the parties.
- 10.4 You may not cede or assign any of your rights in terms of this agreement to any third party without our consent.
- 10.5 In the event of there being any inconsistency or conflict between this Agreement and Aon's standard written "Terms and Conditions of Business", then this Agreement will apply.

11. Breach

- 11.1 This Agreement may be terminated by either you or us in writing to the other immediately in any of the following events:
- 11.1.1 if either you or we commit a material breach of any of the terms of the Agreement which is not remedied within 7 working days after receiving due written notice, except where such breach is due to a cause beyond the control of either you or us; or
 - 11.1.2 if either you or we are liquidated, sequestrated or are subject to a business rescue or makes a voluntary arrangement with creditors or has a receiver or administrator appointed.

12. Applicable Law

- 12.1 It is agreed that our contractual relationship with you is governed by the laws of the Republic of South Africa.

13. Dispute Resolution

- 13.1 It is agreed that, in the event of a dispute arising between us, we will first try to resolve that dispute by way of mediation.

- 13.2 However, if we are unable to resolve that dispute by mediation within 3 (three) months after it has arisen, then we agree that such dispute will be dealt with by way of arbitration in accordance with the rules of The Arbitration Foundation of Southern Africa.

- 13.3 Such arbitration proceedings shall be held in Johannesburg and conducted in English.

Signed at _____ on this the ___ of _____ 20[•]

For: Aon South Africa (Proprietary) Limited

Duly Authorised _____

Name:

Designation:

Signed at _____ on this the ___ of _____ 20[•]

For: [insert client details]

Duly Authorised _____

Name:

Designation:

Annexure 8: Disclosure Document

Disclosures by Aon South Africa (Pty) Limited

Date Issued 23 June 2021

We are a licensed Financial Services Provider in terms of the Financial Advisory and Intermediary Services (FAIS) Act and are required to make the following disclosures in terms of that Act, which also governs aspects of the way we do business. One of the objectives is that you are able to make informed decisions. There are also responsibilities to you, our client. This document deals with both aspects.

Financial Service Provider's information (Aon South Africa)

Business name and Head Office Address	Aon South Africa (Pty) Limited The Place, 1 Sandton Drive, Sandhurst, Sandton, 2196 P O Box 1874, Parklands, 2121, but please use the branch office handling your business Website: www.aon.co.za
Trade name	Aon South Africa (Pty) Ltd
Registration number	1978/004501/07
Financial Services Provider no.	20555
Categories of financial services for which we are licensed to provide advice and intermediary services	Category 1 Short-term Insurance: Commercial Lines. Advice and Intermediary Services. Short-term Insurance: Personal Lines. Advice and Intermediary Services. Short-term Insurance: Personal Lines A1. Advice and Intermediary Services. Long-term Insurance: Long Term Insurance subcategory A. Advice and Intermediary Services. Long-term Insurance: Long Term Insurance subcategory B1. Advice and Intermediary Services. Long-term Insurance: Long Term Insurance subcategory B2. Advice and Intermediary Services. Long-term Insurance: Long Term Insurance subcategory B1-A. Advice and Intermediary Services. Long-term Insurance: Long Term Insurance subcategory B2-A. Advice and Intermediary Services Long-term Insurance: Long Term Insurance subcategory C. Advice and Intermediary Services. Pension Funds Benefits. Advice and Intermediary Services.

Financial Service Provider's information (Aon South Africa) Cont'd

Compliance and Complaints Officer

Customer satisfaction and retention of your business **is vital to us** and has been one of the aspects of our ongoing success. Feedback on our service is always welcomed (both negative and positive) and we'd appreciate it if you would please refer initial problems (if any) to the representative handling your account or to their superior. If you cannot achieve satisfaction please don't hesitate to contact our compliance/complaints officer :

Compliance e-mail compliance_sa@aon.co.za

Complaints e-mail comments@aon.co.za

Telephone number (011) 944-7000 Fax number (011) 944-8000

Full details of and access to our complaints resolution policies and procedures are available on our website.

Restriction of our Liability

We confirm that we hold Professional Indemnity and Fidelity Guarantee insurance cover and IGF Guarantees.

To the fullest extent permitted by law, and except for damages resulting solely and directly from fraud or intentional misconduct by us, Aon's liability to you for any and all damages, costs, and expenses (including but not limited to attorneys' fees), whether based on contract, delict (including negligence), or otherwise, in connection with or related to the services (including a failure to provide a service) or any other services that we provide shall be limited to a total aggregate amount of R 15 million (Aon Standard) or such higher amount which may have been agreed with you.

More information can be found on Aon's website, <http://www.aon.co.za/terms-of-trade> under our Terms and Conditions of Business, as amended from time to time, or a hard copy will be provided to you on request.

Financial Service Provider Representative's information

First name

Surname

Telephone number

Fax number

E-mail

Registered license categories

Insert as appropriate

Contractual relationship
with FSP

Employee (contractual) and registered representative. Should a representative rendering services, be under supervision, you will be informed accordingly.

Product Supplier's information (insurers)

Name, postal and physical
addresses, and telephone
numbers

The name/s of the product suppliers involved in your account are listed below. We have contractual relationships with these and various other product suppliers – in fact, with virtually the entire insurance market which enables us to obtain the best and most appropriate cover for you.

Legal and contractual relationship

Aon South Africa (Pty) Limited is a licensed FSP authorised by product suppliers to provide the financial services in respect of the financial sub-categories as stated above, collect premium and undertake certain other duties on their behalf.

In addition to the work we do explicitly for clients, we may enter into policies and settle claims under specific mandates from insurers that usually involve administrative functions such as issuing and amending policies, certificates and other documents, electronic policy filing and storage, expiration tracking, client data management and administration and claims administration. For these services we are paid fees governed by legislation. Whenever such services are performed in relation to any product we have recommended to you, we will disclose the service and fee to you.

In some instances administration of claims under your policy has been outsourced and where this is the case, details of this will be in your Claims Procedure Document.

In the preceding 12 months, we have received more than 30% of our total remuneration from Santam Limited.

We hold no interest exceeding 10% in any product supplier's shares.

Product supplier's name and contact details

Insurance Company (Head Office)	Address	Telephone Number of Complaints & Compliance Department

Financial product name and conditions

Details of the products and all conditions relating thereto are contained in your policy documentation. In certain instances (where a portfolio of different policies is required) we will also provide you with a summary of insurance which will contain a summary of some of the policy details and conditions of your various policies. To assist you the summary also contains helpful hints on your cover and some of your duties. It is however vital that you read the policy which is your contract with insurers and may contain specific terms for your insurance – e.g. alarm warranties. Please advise us of any aspect which requires further explanation or which is incorrect.

Detail on how to institute a claim

Immediately after it is known to the insured, any loss or damage which may result in a claim must be reported to Aon, followed by details in writing. Procedures for the submission of claims are detailed in the policy document. Please also refer to the "claims notification procedure" contained in your policy document or the summary of insurances where one has been issued.

Remuneration and other considerations received by the service provider

The Rand amount of fees and/or commissions earned by us is disclosed in your policy and/or our Fee Report and/or in the details of the quotation/s we provided to you.

Please note

1. You are required to pay the premium on or before the inception date or renewal date or on receipt of our Premium Payment Notification in respect of endorsements, otherwise no cover applies.
2. Incorrect or non-disclosure by you of relevant facts may result in rejection of your claims. This includes any facts (or omissions) which increase the risk of loss or damage and includes facts indicating you may have financial problems, etc. This duty to disclose remains your responsibility and continues right up to inception or renewal date of your covers and thereafter.
3. Do not sign any written or printed form or document unless all details required to be inserted thereon have already been inserted and you have read and understood the content thereof. Complete all forms in ink. Keep a copy.
4. Keep all documents provided to you. We are required to supply you with a copy or written or printed record of any transaction, on request.
5. Ensure that you receive written confirmation of important changes in cover and advice provided to you.
6. Don't be pressurised to buy any product.
7. You may require advice on products purchased by you or risks to which you are exposed. If you do not believe you have received adequate advice or are unsure of the advice you have received, please ask questions of your representative who deals with you, or their superior.
8. Your broker may not request or induce you to waive any right conferred upon you in terms of the FAIS Act.

FAIS Ombud contact details for problems in terms of the FAIS Act

Postal Address: Box 74571, Lynwood Ridge, Pretoria, 0040

Tel: (012) 470 9080
www.faisombud.co.za

Website:

Fax: (012) 348 3447
info@faisombud.co.za

e-mail:

The Ombudsman for short-term insurance

The Ombudsman is available to advise you in the event of claim problems which are not satisfactorily resolved by the insurance intermediary and/or the insurer:

Postal Address: Box 32334, Braamfontein, 2017

Tel: (011) 726 8900 or 0860 726 890
www.osti.co.za

Website:

Fax: (011) 726 5501
info@osti.co.za

e-mail:

Annexure 9: Special Conditions – Terms of Business Agreement

SPECIAL CONDITIONS OF CONTRACT (SCC)

CAPE WINELANDS DISTRICT MUNICIPALITY (TENDER NO: Q 2021/049)

Please find attached Aon's standard terms and conditions (TOBA) which constitute the special conditions of contract (SCC) for the purposes of the tender.

Further, with regard to the general conditions of contract (GCC), we wish to highlight the following:

1. The definition of "Services" is as described in the TOBA and our tender submission.
2. Clauses 23.3 to 23.6 are not accepted and should be deleted.
3. Clause 28.1(a) – the following part of this clause is not accepted and should be deleted:

"...provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser,"



Standard Terms and Conditions of Business

of

Name	FSP License No	Registration Number	Address
AON SOUTH AFRICA (PTY) LTD	20555	1978/004501/07	The Place, 1 Sandton Drive, Sandhurst, Sandton, South Africa P O Box 78367, Sandton, 2146
AON LIMPOPO (PTY) LTD	12339	1973/005597/07	30 General Joubert Street, Polokwane, 0699, South Africa P O Box 739, Polokwane, 0700

("Aon/us/we/our")

1. Introduction

- 1.1. These standard terms and conditions of business set out the terms and conditions of business in respect of the relationship between us and our Clients and will apply where we render Services to the Client or place insurances on behalf of our Clients, irrespective of whether or not there is a signed agreement in place.
- 1.2. These standard terms and conditions of business together with any Confirmation constitute the entire agreement between us and the Client and supersede all prior communications, agreements and understandings of the parties.

2. Definitions

In these standard terms and conditions of business, the words used shall bear the meaning assigned to them below:-

- 2.1. "Additional Services" means services which do not constitute Intermediary Services.
- 2.2. "Advice" means advice as defined in the FAIS Act.
- 2.3. "Affiliate" means, with respect to a party, an entity that is Controlled by, Controlling or in the common Control with that party, where "Control" means the power to direct or cause the direction of the management of policies of an entity, whether through the ownership of voting shares, by contract or otherwise.
- 2.4. "Aon/us/we/our" means the Aon entity listed in the table above providing the Services to the Client and includes its Affiliates.
- 2.5. "Beneficiaries" means all of your Affiliates and agents and/or natural persons (including employees) that are beneficiaries or recipients of the Services provided by us and/or our Affiliates.
- 2.6. "Client/you/your" means the party to whom we render the Services.
- 2.7. "Confirmation" means an agreement and/or letter and/or agreed quote and/or agreed proposal and/or invoice or any other document which sets out the Services that we render to the Client.
- 2.8. "ECT Act" means the Electronic Communications and Transactions Act, 25 of 2002 and any amendments thereto from time to time.
- 2.9. "Electronic Signature" means, notwithstanding any definition contained in the ECT Act, an electronic signature generated via a reputable platform with a unique security ID code together with a summary generated by the platform.
- 2.10. "FAIS" means the Financial Advisory and Intermediary Services Act, No 37 of 2002, as amended from time to time.
- 2.11. "General Data Protection Regulation" or "GDPR" means the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Information and on the free movement of such data (Regulation (EU) 2016/679), which came into force in the European Union on 25 May 2018, along with the codes of practice, codes of conduct, binding regulatory guidance and standard clauses and other related legislation, as updated from time to time.
- 2.12. "Insurance Act" means the Insurance Act 18 of 2017 and any amendments thereto from time to time.
- 2.13. "Insurer(s)" means an insurer licensed in South Africa or elsewhere to provide non-life insurance.
- 2.14. "Insurance Policy/ies" means a non-life insurance policy as defined in the Insurance Act.
- 2.15. "Intermediary Services" means "services as intermediary" as defined in the STIA.
- 2.16. "Parties" means us and you together and "Party" means us or you.
- 2.17. "Personal Information" means any information relating to (i) an identified or identifiable natural person as defined in the GDPR and/or POPIA and, (ii) an identified or identifiable legal entity as defined in POPIA.
- 2.18. "POPIA" means the Protection of Personal Information Act, 4 of 2013 (as amended from time to time) and all regulations promulgated in terms of it.
- 2.19. "Representatives" means all or any of our Affiliates, our employees or agents and our Affiliates' employees or agents.
- 2.20. "Services" means the services to be rendered by us to you which includes Intermediary Services and/or Additional Services, as set out in the Confirmation .
- 2.21. "STIA" means the Short terms Insurance Act 58 of 1998 as amended from time to time and all regulations promulgated in terms of it.
- 2.22. "VAT" means value added tax.

The words "execute," "execution," "signed," "signature," and words of like meaning shall be deemed to include Electronic Signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the ECT Act. "Writing" includes emails and voice recordings.

3. Services

- 3.1. In our capacity as a licensed Financial Services Provider we provide Intermediary Services in respect of Insurance Policies provided by Insurers and Additional Services which are generally set out in the Confirmation.

- 3.2. We will render the Services in accordance with these standard terms and conditions of business. The Services provided in respect of a Client are such Services which have been agreed between us and the Client whether formally or tacitly from time to time.

4. Duties of the Client

4.1. General:

- 4.1.1. You undertake to:
- 4.1.1.1. notify us of any change of your contact details in writing;
 - 4.1.1.2. ensure that premiums and fees are paid promptly in accordance with policy terms and conditions read together with any other policy or premium or fee documentation;
 - 4.1.1.3. provide complete and correct information whenever required;
 - 4.1.1.4. act in good faith towards us;
 - 4.1.1.5. respond timeously to any requests in respect of your Insurance Policies in particular when they are due for renewal;
 - 4.1.1.6. carefully read all confirmations of cover, schedules, policies and other documents as soon as received to ensure that they meet your requirements and that any errors are reported and rectified as soon as possible. We will assume that the information is correct should you not provide any feedback in this regard within 14 (fourteen) days after we have sent the documents to you using the contact details provided by you. Correction of errors may not always be possible to backdate to inception of the Insurance Policy.
 - 4.1.1.7. carefully read all confirmations of cover, schedules, policies and other documents as soon as received to ensure that you fully understand the scope of insurance cover provided as well as any policy requirements, warranties, terms that may limit or exclude the insurance cover provided, terms that relate to the prescription of your rights against the insurer in the event of a claim arising and any other provisions which governs the insurance contract between yourself and your insurer. In the event that you do not understand any of the terms of the insurance cover provided or you require further clarity in respect thereof, you should immediately consult with us in this regard.

- 1.1.1. ~~in the event that you are a juristic person, you warrant that the director or officer or partner or employee who represents you in your dealings with us, is duly authorized to do so.~~

1.2. Duty of Disclosure:

- 1.2.1. You are obliged to disclose, before an Insurance Policy is concluded, each and every "material" circumstance or information which may in any way affect the assessment of the risk and the decision of the Insurer to insure the risk, as well as determining the appropriate premium. The obligation of disclosure is not limited to material circumstances or information of which you are aware but also extends to those circumstances of which you ought to be aware of in the ordinary course of your business. This obligation continues throughout the duration of any Insurance Policy.
- 1.2.2. If there is any breach of duty to act with utmost good faith or failure to disclose any material circumstance or information to Insurers, Insurers may be entitled to void the Insurance Policy from inception or repudiate claims.
- 1.2.3. The duties of utmost good faith and full disclosure are also applicable to the renewal, extension, amendment of any Insurance Policy or replacement of cover with a new Insurer as well as to the making of claims or wherever you are required, under the terms of the Insurance Policy to provide information to Insurers.
- 1.2.4. You must take care to ensure that all the information provided to us is timeous, accurate and complete. This duty of care will apply to all information that you provide to us including any risk reports and your affirmation of information that was provided by us to you, at your request as an Additional Service to assist you in your risk management efforts.
- 1.2.5. You agree that you will not hold us liable and you waive any claim against us for any loss or damages suffered by you as a result of incorrect/incomplete information being furnished to us.

1.3. Proposal forms for Insurance Policies:

Certain classes of insurance require you to complete a proposal form or questionnaire. We will provide Advice and assistance you may reasonably require, but we cannot complete or sign the form on your behalf. In completing a proposal, claim form or other document relating to an Insurance Policy, the provision and accuracy of all answers, statements and/or information is your sole responsibility.

1.4. Risk Information:

- 1.4.1. You will be required to immediately advise us of any material change which may in any way affect the assessment of the risk and the decision of the Insurer to insure the risk and to determine the premium at which such risk to be insured. You are required to provide updated risk information to us including but not limited to claims information which will be used for the purposes of obtaining renewal or updated terms from Insurers.
- 1.4.2. All insured values / sums insured provided or accepted by you are deemed to be adequate for your purposes and to include VAT at the prevailing rate (unless otherwise stated).
- 1.4.3. If insured values / sums insured are too low and you are under-insured, then the term known as average ("Average") will apply. Average means that if the value of the property is greater than the sum insured, you shall bear the risk of the difference in value. You bear the responsibility to ensure the adequacy of sums insured, and we shall not be liable in any way in the event that you are underinsured and Average applies.
- 1.4.4. You are reminded that should the subject matter of the insurance or the nature of the risk be altered in such a way as to increase the risk insured under the Insurance Policy, the Insurer must be given prior written notice so as to enable it to either continue to provide cover on an unchanged basis or impose additional terms and conditions and/or an additional premium. Failure on your part may lead to Insurers rejecting any claim in respect of the increased risk. Where the subject matter of the insurance is so altered as to make it a different risk (as opposed to increasing the risk), Insurers may consider themselves not to be on risk.

2. Global Accounts / International Insurance Programmes:

In the event that we arrange insurance coverage for you and you are part of a group of companies / entities that falls under an international insurance programme arranged outside of South Africa by one of the other Aon companies or another broker, then you agree that:

- 2.1. you will have no claim against us, whether in contract or in delict, relating to such programme and that our contractual or delictual liability only relates to the insurance coverage arranged by us for you in South Africa.
- 2.2. if you or one of your related companies, employees or agents claims against us, in relation to such international insurance programme, then you agree to indemnify and hold us harmless in respect of such claim, as well as all related liabilities in respect of such claim, including costs and expenses incurred in resisting such claim.

3. Provision of Insurance Premium Costings

- 3.1. We will, when providing a quotation for the placement of your insurances, use our best efforts to ensure its accuracy and that we can place it at the quoted price.
- 3.2. In cases where we are requested to provide estimated terms without approaching the market, we cannot confirm the final premium until we have agreed the costing and terms with Insurers.
- 3.3. We will inform you of the premium payable to Insurers as well as when the payment is due together with the terms and conditions and of the scope of coverage which has been agreed with them.

4. Renewal of Cover

- 4.1. Unless otherwise agreed or stated by your insurer or in your Insurance Policy, we will renew your cover in accordance with expiring sums insured and/or limits. We will advise you in writing of the proposed renewal terms including any amendments. All proposed amendments to your Insurance Policies will be deemed to take effect on the renewal date. It is your responsibility to advise us of your renewal requirements before the expiry of any period of insurance cover and should you not accept the proposed amendments, you will be obliged to immediately inform us in writing.
- 4.2. We will not be held liable for any loss and/or damages where you have failed to provide written instructions regarding the renewal of Insurance Policies.

5. Confirmation of Cover

We will confirm that we have placed cover or effected your required changes as soon as reasonably possible.

6. Aon Products

We design, develop and own Aon products for specific risks or niche market requirements and appoint selected Insurers to underwrite the Insurance Policies that form part of such Aon products. Where appropriate, we may recommend an Aon product when we are of the view that it is appropriate for your needs. Insurers may pay us additional remuneration in recognition of the additional work required to develop, design and manage these Aon products. Extra remuneration paid to us by Insurers will be disclosed to you. These Aon products are only available to our clients. In the event that our appointment as your broker is terminated,

you will no longer be able to access these Aon products. This means that if you go directly to the Insurer that underwrites the Aon product or another Insurer or obtain cover via another broker, you will not be able to access the Aon product.

7. Payment of Premium and Fees

- 7.1. Details of the amount of premium due in respect of your Insurance Policies together with the frequency of payment and the manner of premium payment are contained in the policy schedule and / or our premium notification.
- 7.2. You are responsible for the payment, in full, of the premium. Your Insurance Policy will state that all premiums are payable on or before the inception of cover. If you do not pay your premiums timeously, cover under the Insurance Policy may be jeopardised.
- 7.3. Premiums paid to us are treated as having been received by the Insurer when received in our bank account and claims payments and premium refunds are treated as having been received by you when the money leaves our bank account to a bank account nominated by you.
- 7.4. **Your acceptance of the standard terms and conditions of business and Confirmation constitutes explicit acceptance of all fees, charges and other remuneration for our Services. You will be deemed to have accepted the standard terms and conditions of business and Confirmation whenever we provide any Services to you.**
- 7.5. Where we collect premiums from you for your Insurer, any fee that we may agree with you is payable to us and will appear either on a separate fee invoice or on our premium notification document as a separate charge from the premium, for combined payment by you.
- 7.6. Except by specific agreement from Insurers or ourselves, part payment of premium and our fees, is not acceptable.
- 7.7. In the event of premiums being paid by monthly debit order, you will be required to provide us with a debit order authorisation.
- 7.8. No cash payments will be accepted by us.
- 7.9. You agree and acknowledge that if you fail to comply with any premium payment warranty or condition, the Insurer may have the right to refuse to pay any claims in respect of losses that occur before the premium payment warranty or condition has been complied with.
- 7.10. You agree that we will not be obligated to make any payment of premium on your behalf where we have not received cleared funds from you. This includes, for the avoidance of doubt, where a debit order lapses.
- 7.11. ~~In return for us providing the Services, we will be entitled to be paid a fee and/or commission. Fees are earned in full at the time of the placement of the relevant Insurance Policy and we will be entitled to all fees in respect of the full Insurance Policy period (even where you terminate the Insurance Policy and/or our appointment and/or these terms). Our fees are not conditional upon the successful conclusion of an Insurance Policy and we reserve the right to be paid on a pro rata basis for Services provided prior to placement, on our prevailing hourly rate.~~

8. Claims

- 8.1. Claims, losses or any circumstances which could give rise to a claim must be notified immediately and within any time limit specified in your Insurance Policy. Such notifications can be made either through us or direct to your Insurer and must include all material facts concerning the claim, loss or circumstances. Where circumstances require, we will advise you how to proceed with the quantification and submission of your claim. Where claims are notified through Aon we will monitor and support you through the claim settlement process and advise you of any special requirements advised by your Insurers. Where you report claims directly to Insurers, we will monitor, support and advise at your subsequent notification to us and request.
- 8.2. In the event that we are required to provide advice or services in relation to a claim that we consider to fall outside of the scope of Services provided or as provided for in terms of common law, any relevant legislation and/or any trade practice currently adopted by us, then we reserve the right to determine whether we are in position to provide such advice or services and what the cost of that advice or services should be if we agree to provide same. In such a case we will enter into a separate fee arrangement with you.
- 8.3. In certain circumstances as defined in some insurance policies, Insurers will include pre-agreed claims preparation costs in addition to any loss or benefit payable under the policy. These costs may include, administrative costs, including but not limited to, legal advice, police reports, tracing agents, travelling incurred during the claims negotiation. Where you ask us to assist in such claims preparation work we will charge a fee commensurate with the cost of the work performed for you. You will be liable to us for such costs even if your Insurer declines to admit them under the claim.
- 8.4. Should our appointment as your broker be terminated, any outstanding claims, including copies of records and files pertaining to such claims will be handed over to any new intermediary appointed by you. Should you not appoint a new intermediary or for any other reason require us to continue to handle such unfinalized claims through to closure, we reserve the right to charge you a fee for this claims run-off service in accordance with the activities we perform.

- 8.5. In certain instances where you have an Insurance Policy in terms of which you are responsible for certain losses within agreed self-insured limits as set out in the Insurance Policy or any similar self-insurance arrangement without an Insurance Policy and you appoint to Aon fulfil the administration, settlement and reporting functions in respect of such losses, Aon will do so under a Claims Management Agreement. The services provided under such agreement will be governed by these standard terms and conditions of business.
- 8.6. If we have agreed to provide Additional Services in relation to your claims and where we incur fees charged by a third party service provider who is used by us in order to provide the Additional Services to you, you are liable for such third party fees and shall pay same within 30 days of any invoice being rendered, unless otherwise agreed between us.
- 8.7. You indemnify and hold us harmless against all losses, damages, penalties, interest and costs (including legal fees) that we may suffer as a result of your failure to pay the fees of third party providers that have been appointed to assist us in the provision of Services as agreed to by you.

9. Financial Security of Insurers

- 9.1. It is our policy to place your cover with reputable and creditworthy Insurers. We do not accept responsibility for, or guarantee, the solvency of Insurers or their ability to pay claims.
- 9.2. If you require us to place all or part of your insurance cover with an Insurer that is not on our approved list of Insurers, we will require your written authorisation to do so and you agree to indemnify and hold us harmless against any loss and/or damages that may arise in this regard.

10. Remuneration

- 10.1. Our remuneration in terms of legislation, comprises of commission for Intermediary Services, binder and outsource fees received directly from the Insurers for any functions they may outsource to us as well as fees we agree with our clients.
- 10.2. We are part of a large financial and professional services group of companies, the Aon Group ("Aon Group"). There are other entities of the Aon Group that may provide services and earn remuneration in connection with insurances we place for you. These services are kept separate and distinct from the Services that we provide to you in order to prevent any conflict of interest. The following are examples (not an exhaustive list) where the Aon Group provides services:
- 10.2.1. The Aon Group has separate reinsurance broking companies that arrange insurance for Insurers (called reinsurance).
- 10.2.2. The Aon Group has separate specialist broking companies that arrange insurance placements into major insurance markets, acting as wholesale brokers.
- 10.2.3. The Aon Group provides various consulting and other services for Insurers.
- 10.3. We will specifically notify you where we have a material interest in any Insurer we recommend or any other company involved in the Services we provide.

11. Confidentiality of Information

- 11.1. "Confidential Information" is any information provided by one party to these standard terms and conditions (the "Disclosing Party") to the other party (the "Receiving Party") which is non-public, confidential or proprietary in nature.
- 11.2. Except as set out below, the Receiving Party agrees to keep all Confidential Information received from the Disclosing Party confidential and to take appropriate measures to protect the privacy and confidentiality of Confidential Information as well as comply with all applicable laws and regulations.
- 11.3. This obligation of confidentiality will not apply to the extent that:
- 11.3.1. the Disclosing Party has given prior approval to disclose;
- 11.3.2. disclosure is normal broking industry practice or required for the purpose of providing the Services (for example to Insurers or prospective Insurers);
- 11.3.3. we have assigned, sub-contracted or outsourced any of the Services and it is necessary for us to disclose to our assignee, sub-contractor or outsource provider, provided that such persons agree to respect the confidentiality of your Confidential Information;
- 11.3.4. Confidential Information is, or becomes, available in the public domain without breach of these standard terms and conditions;
- 11.3.5. Confidential Information is independently developed by the Receiving Party;
- 11.3.6. Confidential Information is rightfully in the Receiving Party's possession other than as a result of a breach of any obligation of confidentiality of which the Receiving Party is aware; or
- 11.3.7. 5 years have passed since the date we ceased to provide the Services to you.

12. Protection of Personal Information

- 12.1. We agree and record that in order to fulfil the purposes set out in clause 15.2 below, we process your Personal Information and that we will adhere to applicable provisions of POPIA and the GDPR (where applicable) that pertain to processing and transfer of Personal Information.

- 12.2. You acknowledge and understand that we process data (including Personal Information) from you for (i) the delivery of the Services; (ii) the management of our relationship with our clients, including the marketing of products or services to you which may be of interest to you, invoicing, the settlement of disputes and associated business administration; (iii) for adherence to industry standards, and (iv) the development of Aon Group's products and services (for example conducting benchmarking, market research, data analysis).
- 12.3. In addition to the disclosures reasonably necessary for the purposes identified elsewhere above, we may disclose your Personal Information to the extent that it is required to do so by law, in connection with any legal proceedings or prospective legal proceedings, and in order to establish, exercise or defend our legal rights.
- 12.4. We will immediately notify you on becoming aware of any unauthorised or unlawful access, loss, destruction, damage or unlawful encryption of your Personal Information by any unauthorised third party.
- 12.5. You have:
- 12.5.1. the right of access to and the right to rectify the Personal Information collected by us.
- 12.5.2. the right to object in whole or in part, on legitimate grounds, to the processing of the Personal Information by us as referred to in section 11(3) of POPIA.
- 12.5.3. the right to lodge a complaint to the Information Regulator:
- Address: ALU Building, 316 Thabo Sehume Street, PRETORIA
Tel: 012 406 4818
Fax: 086 500 3351
Email: inforeq@justice.gov.za
- 12.6. You acknowledge that to fulfil the purposes set out in clause 15.2 above, we may need to disclose your Personal Information to Insurers, their agents and consultants and other third parties and due to the global nature of services provided by us, Personal Information may be transmitted, used, stored and otherwise processed outside of the country in which it was submitted. You acknowledge that we may transfer your Personal Information outside the borders of South Africa for the purposes of rendering the Services. You hereby consent to the disclosure and transfer of your Personal Information as set out in this clause 15.6.

13. Ownership and Intellectual Property

- 13.1. ~~During the term of our appointment we may provide or produce reports, data, information, materials, software and other goods in connection with the provision of the Services (collectively "Deliverables").~~
- 13.2. We own all intellectual property rights in all Deliverables, and in all systems, techniques, methodologies, ideas, concepts, information and know-how developed during our appointment (collectively "Aon Know-How"). No right or licence is granted to you in relation to Aon Know-How. We may develop or use Aon Know-How for other clients.
- 13.3. Deliverables are provided solely for your use and are intended only for the specific purpose for which they are provided. Deliverables may not be disclosed by you or used or relied upon for any other purpose and may not be copied, given or made available to any third party without our prior written consent.

14. Restriction of our Liability

- 14.1. We confirm that we have professional indemnity insurance, fidelity guarantee cover and cyber insurance cover.
- 14.2. In no event will we be liable to you for any indirect, incidental, special, consequential, exemplary or punitive damages (including, without limitation, lost or anticipated revenues, lost business opportunities or lost sales or profits).
- 14.3. To the fullest extent permitted by law, and except for damages resulting solely and directly from fraud or intentional misconduct by us, our liability to you for any and all damages, costs, and expenses (including but not limited to attorneys' fees), whether based on contract, delict (including negligence), or otherwise, in connection with or related to all the services (including a failure to provide a service) and all the products we may provide you from time to time shall be limited to a total aggregate amount of R15 000 000.00 (fifteen million Rand), unless otherwise agreed between us in writing (the "Liability Cap"). For the avoidance of doubt, the Liability Cap applies in aggregate to all Services that we may provide to you from time to time (the Liability Cap does not apply per service and/or product provided to you).
- 14.4. The Liability Cap also applies to claims and liabilities asserted by you/your Beneficiaries against:
- 14.4.1. us;
- 14.4.2. any employee or agent of us; and
- 14.4.3. our Representatives,
- in each case, in connection with or related to the Services, so that the total of all such claims combined cannot exceed the amount set out in clause 14.3. That amount shall not be deemed varied due to any written confirmation provided by us concerning our professional indemnity insurance coverage.

- 14.5. We and/or our Representatives shall have no liability for any claim or liability arising out of an error or omission by you, your Affiliates or your Beneficiaries.
- 14.6. You expressly agree that if any of the Services are provided by our Representatives, any claim you or your Beneficiaries may have in respect of any acts or omissions of our Representatives may only be brought against Aon and not the individual or Affiliate concerned, each of whom shall have the right to rely on and enforce these standard terms and conditions.
- 14.7. If you engage, or instruct us to engage, a placing broker, co-broker, sub-broker, correspondent broker, enterprise development partner or other person or entity which is not an Aon Affiliate, then you agree that, unless we expressly agree otherwise in writing, we will bear no responsibility for any actual or alleged errors, omissions or other failure of performance by any such broker, co-broker, sub-broker, correspondent broker, enterprise development partner or other person or entity, nor will we be responsible for their compensation unless agreed otherwise in writing.
- 14.8. If you or any of your Affiliates or Beneficiaries claim or make demands against us, our Affiliates and our Representatives for a total amount in excess of the Liability Cap, then you agree to indemnify us, our Affiliates and our Representatives for all liabilities, costs and expenses incurred in excess of the Liability Cap.

15. Complaints Procedure

- 15.1. In terms of FAIS, we have a policy and procedure for handling of complaints. Should you need to lodge a complaint, you may address it to our Compliance Officer (please see the details in the FAIS disclosures attached hereto).
- 15.2. Should any complaint not be resolved to your satisfaction, you may take further steps, including submitting a complaint with the Ombudsman for Financial Services Providers whose details are listed below:
 Postal Address: Box 74571, Lynnwood Ridge, Pretoria, 0040
 Tel: (012) 470-9080
 Fax: (012) 348-3447
 Email: info@faisombud.co.za
 Website: <http://www.faisombud.co.za>
- 15.3. The Ombudsman for Short Term Insurance is available to advise you in the event of claim disputes which are not satisfactorily resolved by the Insurer and/or us:
 Postal Address: Box 32334, Braamfontein, 2017
 Telephone: +27 11 726 8900
 Email: info@osti.co.za
 Website: www.osti.co.za

16. Termination of our Appointment

- 16.1. Unless agreed otherwise in writing with you, this agreement operates indefinitely and may be terminated by either you or us giving 90 (ninety) days' notice in writing to the other, or immediately if the following should occur.
- 16.1.1. If either party commits a material breach of any of the terms of this Agreement which is not remedied within 7 (seven) working days after the aggrieved party has served a notice calling on the guilty party to rectify the breach, except where such breach is due to a cause beyond the control of either party,
- 16.1.2. If either party is liquidated, becomes sequestrated, are subject to business rescue proceedings, make a voluntary arrangement with creditors or have a receiver or administrator appointed; or
- 16.1.3. If your Insurance Policy/ies placed through us is terminated for any reason whatsoever by either you or the Insurer.
- 16.2. Where any termination takes place before the expiry of the cover period, any fee for the cover period shall be regarded as having been properly earned in full and will be retained by us.
- 16.3. Termination of our engagement shall be without prejudice to accrued rights and obligations.

17. Communications / Notices

- 17.1. All communication between us shall be in writing as defined herein.
- 17.2. Electronic communications and facsimiles received after 5pm on working days (excludes Saturdays, Sundays and public holidays) shall only be deemed to have been received at 9am on the following working day.

18. Applicable Law

It is agreed that our contractual relationship with you is governed by the laws of the Republic of South Africa.

19. Dispute Resolution

- 19.1. It is agreed that, in the event of a dispute arising between us, we will first try to resolve that dispute by way of mediation.

- 19.2. If the mediation is unsuccessful within 1 (one) month after it has commenced and the dispute cannot be resolved, the parties can refer the dispute in writing for final resolution to arbitration within 30 (thirty) days of finalisation of the mediation process.
- 19.3. The arbitration will be held in Sandton, before a single arbitrator in accordance with the rules of Arbitration Foundation of South Africa (AFSA), which arbitration shall be administered by AFSA.
- 19.4. Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to any court of competent jurisdiction for urgent interim relief.
- 20. Money Laundering / Financial Crime**
- 20.1. We may be obliged to request you to furnish us with additional information and/or documentation in order to enable us to comply with the provisions of South African and, where applicable, international legislation relating to money laundering / financial crime.
- 20.2. You undertake to furnish us with whatever information and/or documentation that we may require to comply with our obligations.
- 21. International Trade Restrictions**
- 21.1. Aon maintains a strict global policy regarding compliance with International Trade Restrictions (the "TR Policy") including, in the United States, those administered by the Office of Foreign Asset Control ("OFAC").
- 21.2. In summary, the TR Policy takes into consideration applicable laws, including those that relate to export controls and designated parties (including parties regarded by OFAC as Specially Designated Nationals), and affects, in particular (but not solely), certain transactions related to countries subject to sanction, prohibition or restriction under UN Security Council Resolutions or under other applicable trade or economic sanctions, laws or regulations (collectively known as "Restricted Territories"). The Restricted Territories under the TR Policy may be subject to change in line with international trade restrictions.
- 21.3. We expect you to carry out appropriate due diligence to ensure your activities are in accordance with all applicable trade restrictions laws and regulations. We do not assume responsibility for your non-compliance with such requirements. If you become aware that the risk you have insured or are proposing to insure through us involves a Restricted Territory or any other relevant trade restrictions, you should tell us immediately. Where we become aware that an entire transaction is contrary to the TR Policy, then we may not act. If part of a transaction we have been asked to carry out (or have already carried out) would constitute, or constitutes, a breach of the TR Policy, we may not act with respect to that part, whether it involves a placement, renewal, variation of insurance contract, payment, processing, advising, the handling of a claim or any other service. We will be able to continue to service any other aspects of the account that do not contravene the TR Policy.
- 22. Anti-Bribery and Corruption**
Each party undertakes:
- 22.1. to ensure that no acts of bribery or corruption in breach of any anti-bribery and corruption laws applicable to either party, in relation to the Services, shall take place;
- 22.2. not to do, or omit to do, any act that will cause or lead the other party to breach any anti-bribery and corruption laws applicable to it; and
- 22.3. to keep proper and accurate books and records reflecting any and all payments made and expenses incurred in connection with the performance of the Services.
- 23. Third Parties**
- 23.1. Any Advice, report or information that we provide is given solely for your benefit and cannot be given to or relied upon by any third party (including your related companies, employees and agents, unless expressly agreed to by us) without our prior written consent. We exclude all liability in respect of any advice, report or information provided to any unauthorised third party.
- 23.2. If you are obliged to procure insurance to meet a contractual obligation, you must take your own independent legal advice on whether the insurance that we recommend satisfies that contractual obligation. We cannot give such legal advice and you irrevocably warrant that you will not seek or rely upon any legal advice from us on such matters for any purpose at any time.
- 24. General**
- 24.1. If any term of the standard terms and conditions of business is found to be illegal, invalid or unreasonable under any applicable law, regulations or material pronouncements, or invalid or unenforceable under codes of conduct, statements of practice, directions or guidelines issued by any regulator or relevant professional body, then such term shall, insofar as it is severable from the remaining terms, be deemed to be omitted from the standard terms and conditions of business and shall in no way affect the legality, validity or enforceability of the remaining terms, which will remain in full effect.
- 24.2. We are not liable for any failure or delay to perform any of our obligations where such failure or delay is due to causes outside of our reasonable control.

- 24.3. No failure by a party to enforce any provision of the standard terms and conditions of business and the Confirmation will constitute a waiver of such provision or affect in any way a party's right to require the performance of such provision at any time in the future.
- 24.4. Any provision of the standard terms and conditions of business which contemplates performance or observance subsequent to any termination or expiration of the standard terms and conditions of business shall survive any termination or expiration of the standard terms and conditions of business and continue in full force and effect.

DISCLOSURES BY AON

We are a licensed Financial Services Provider in terms of the FAIS and are required to make the following disclosures in terms of that act, which also governs aspects of the way we do business. One of the objectives is that you are able to make informed decisions. There are also responsibilities to you, our client.

FINANCIAL SERVICE PROVIDER'S INFORMATION (AON SOUTH AFRICA (PTY) LIMITED)

Business name Aon South Africa (Pty) Limited

Head Office The Place, 1 Sandton Drive, Sandhurst, Sandton, 2196
 P O Box 78367, Sandton, 2146
 Telephone No +27 11 944 7000
 Website: www.aon.co.za
 e-mail: info@eon.co.za

Registration number 1978/004501/07

Financial Services Provider no. 20555

Categories of financial services for which we are licensed to provide Advice and Intermediary Services

Category Description	Advice	Intermediary Services
Category 1		
Short-Term Insurance Personal Lines	X	X
Short-Term Insurance Personal Lines A1	X	X
Short-Term Insurance Commercial Lines	X	X
Long-Term Insurance subcategory A	X	X
Long-Term Insurance subcategory B1	X	X
Long-Term Insurance subcategory B1-A	X	X
Long-Term Insurance subcategory B2	X	X
Long-Term Insurance subcategory B2-A	X	X
Long-Term Insurance subcategory C	X	X
Pension Funds Benefits	X	X
Health Service Benefits	X	X

Compliance Officer **Customer satisfaction** and retention of your business is vital to us and has been one of the aspects of our ongoing success. Feedback on our service is always welcomed (both negative and positive) and complaints and compliments can be addressed to:

Complaints & Compliments

E-mail comments@eon.co.za
 Telephone number (011) 944-7000

Full details of and access to our complaints resolution policies and procedures are available on our website.

FINANCIAL SERVICE PROVIDER'S INFORMATION (AON SOUTH AFRICA (PTY) LIMITED)

Business name Aon Limpopo (Pty) Limited

Head Office 30 General Joubert Street, Polokwane, 0699
 P O Box 739, Polokwane, 0700
 Telephone No +27 15 299 4468
 Website: www.aon.co.za
 e-mail: info@aon.co.za

Registration number 1973/005597/07

Financial Services Provider no. 12339

Categories of financial services for which we are licensed to provide Advice and Intermediary Services

Category Description	Advice	Intermediary Services
Category 1	X	X
Short Term Insurance Personal Lines	X	X
Short term Insurance Personal Lines A1	X	X
Short Term Insurance Commercial Lines	X	X

Compliance Officer **Customer satisfaction** and retention of your business **is vital to us** and has been one of the aspects of our ongoing success. Feedback on our service is always welcomed (both negative and positive) and complaints and compliments can be addressed to:

Complaints & Compliments

E-mail comments@aon.co.za
 Telephone number (011) 944-7000

Full details of and access to our complaints resolution policies and procedures are available on our website.

Annexure 10: Company Registration Documents and Board Resolution

COR39



Companies and Intellectual
Property Commission

a member of the SABS Group

Date: 18/06/2020

Our Reference: 9269818519

TANYA PROZZI
E-mail: CAROLINE.IMPEY@AON.CO.ZA
To be collected: AONSA1

RE: Amendment to Company Information
Company Number: 1978/004501/07
Company Name: AON SOUTH AFRICA (PTY) LTD

We have received a COR39 (Notice of change of company directors) from you dated 18/06/2020.

The COR39 was accepted and placed on file.

The following change was effected to Director/Secretary/Officer:
Director NICOLENE BRUWER was added

The following change was effected to Director/Secretary/Officer:
Director VUSUMUZI MAHLANGU - Change was made.

- Residential address changed from 5 MONZA to 11 VAAL AVENUE.
- Residential address changed from 50 COLERAINE DRIVE to RIVER CLUB EXT 1.
- Residential address changed from MORNINGSIDE to SANDTON.
- Business address changed from 5 MONZA to 11 VAAL AVENUE.
- Business address changed from 50 COLERAINE DRIVE to RIVER CLUB EXT 1.
- Business address changed from MORNINGSIDE to SANDTON.
- Email Changed from COBAG@BAKERTILLYJHB.CO.ZA to CAROLINE.IMPEY@AON.CO.ZA.

[Handwritten Signature]
CERTIFIED A TRUE
COPY
OF THE ORIGINAL

23/06/2021

The following change was effected to Director/Secretary/Officer:

- Director NCOLOLWANE LEEU MORWE - Change was made.
- Email Changed from COBA@UMJOA.CO.ZA to LEO.MORWE@AON.CO.ZA.

The following change was effected to Director/Secretary/Officer:

- Director ERNST VAN RENSBURG - Change was made.
- Director / member status changed from Active to Resigned.
- Email Changed from CHRISTINAB@BAKERTILLYJHB.CO.ZA to TANYA.PROZZI@AON.COM.

The following change was effected to Director/Secretary/Officer:

- Director TERENCE WILLIAMS - Change was made.
- Residential address changed from 89 ROYAL OAK DRIVE to UNIT 211 TOWERS.
- Residential address changed from IRENE FARM VILLAGE to SHANNON LANE.
- Residential address changed from IRENE to MORNINGSIDE.
- Business address changed from 89 ROYAL OAK DRIVE to UNIT 211 TOWERS.
- Business address changed from IRENE FARM VILLAGE to SHANNON LANE.
- Business address changed from IRENE to MORNINGSIDE.

The following change was effected to Director/Secretary/Officer:

- Director MMAKGOLO META MHLARHI - Change was made.

The following change was effected to Director/Secretary/Officer:

- Director NAMANE TINY MAGAU - Change was made.

RAEESA KHAN
THE PLACE 1 SANDTON DRIVE
SANDHURST, SANDTON
COMMISSIONER OF OATHS EX OFFICIO
ADMITTED ATTORNEY
REPUBLIC OF SOUTH AFRICA



The Companies and Intellectual Property Commission
of South Africa

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.

Call Centre Tel 086 100 2472, Website www.cipc.co.za



COR39

Yours truly

Commissioner: CIPC



Please Note:

The attached certificate can be validated on the CIPC web site at www.cipc.co.za.
The contents of the attached certificate was electronically transmitted to the South African Revenue Services.

RAEESA KHAN
THE PLACE 1 SANDTON DRIVE
SANDHURST, SANDTON
COMMISSIONER OF OATHS EX OFFICIO
ADMITTED ATTORNEY
REPUBLIC OF SOUTH AFRICA


CERTIFIED A TRUE
COPY
OF THE ORIGINAL
23/06/2021



The Companies and Intellectual Property Commission
of South Africa
P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.
Call Centre Tel 086 100 2472, Website www.cipc.co.za



**Certificate issued by the Companies and Intellectual Property
Commission on Monday, June 22, 2020 07:50
Certificate of Confirmation**



Companies and Intellectual
Property Commission
a member of the dsir group

Registration number **1978 / 004501 / 07**

Enterprise Name **AON SOUTH AFRICA (PTY) LTD**

Enterprise Shortened Name **None provided.**

Enterprise Translated Name **None provided.**

Registration Date **14/11/1978**

Business Start Date **14/11/1978**

Enterprise Type **Private Company**

Enterprise Status **In Business**

[Signature]
CERTIFIED A TRUE
COPY
OF THE ORIGINAL
23/06/2021

Financial year end **December**

Main Business/Main Object **TO CARRY ON THE BUSINESS OF FINANCIAL SERVICES**

Postal address **P O BOX 78367
SANDTON
SANDTON
GAUTENG
2146**

Address of registered office **THE PLACE 1 SANDTON DRIVE
SANDHURST
SANDTON
GAUTENG
2196**

Location of Company Records **COMPANY RECORDS
THIRD FLOOR**

RAEESA KHAN
THE PLACE 1 SANDTON DRIVE
SANDHURST, SANDTON
COMMISSIONER OF OATHS EX OFFICIO
ADMITTED ATTORNEY
REPUBLIC OF SOUTH AFRICA



The Companies and Intellectual Property Commission
of South Africa

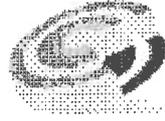
P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.

Call Centre Tel 086 100 2472, Website www.cipc.co.za



COR39

35 FERGUSON ROAD
CNR MELVILLE ROAD
ILLOVO
2196



Companies and Intellectual
Property Commission

a division of the dti group

RAEESA KHAN
THE PLACE 1 SANDTON DRIVE
SANDHURST, SANDTON
COMMISSIONER OF OATHS EX OFFICIO
ADMITTED ATTORNEY
REPUBLIC OF SOUTH AFRICA


CERTIFIED A TRUE
COPY
OF THE ORIGINAL
23/06/2021



The Companies and Intellectual Property Commission
of South Africa

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.

Call Centre Tel 086 100 2472, Website www.cipc.co.za



**Certificate issued by the Companies and Intellectual Property
Commission on Monday, June 22, 2020 07:50
Certificate of Confirmation**



Companies and Intellectual
Property Commission
a member of the SAG Group

Registration number **1978/004501/07**
Enterprise Name **AON SOUTH AFRICA (PTY) LTD**

Auditor
Name **ERNST AND YOUNG INC**
Postal Address **PRIVATE BAG X14
SANDTON
JOHANNESBU**

Designated Auditor
Name **VAN DER WALT DEON**
Postal Address

[Signature]
**CERTIFIED A TRUE
COPY
OF THE ORIGINAL**
23/06/2021

Active Directors / Officers

Surname and first names	ID number or date of birth	Director type	Appoint-ment date	Addresses
BRUWER, NICOLENE	8102020012080	Director	01/03/2020	Postal: 191 OUKLIP ROAD, HELDERKRUIN, ROODEPOORT, GAUTENG, 1724 Residential: 191 OUKLIP ROAD, HELDERKRUIN, ROODEPOORT, GAUTENG, 1724
MAGAU, NAMANE TINY	5206090228089	Non Executive Director	25/04/2019	Postal: PO BOX 876, BROEDERSTROOM, BROEDERSTROOM, GAUTENG, 0240 Residential: STEYN CITY OASIS, A12 FOURWAYS GOLF COURSE, FOURWAYS, GAUTENG, 2055
PROZZI, TANYA	6901280128086	Company Secretary	01/07/2018	Postal: P O BOX 78367, SANDTON, 2146 Residential: 10 RESTANWOLD DRIVE, SAXONWOLD, 2129
MHLARHI, MMAKGOLO META	7912040298084	Non Executive Director	23/04/2018	Postal: PO BOX 78367, SANDTON, SANDTON, GAUTENG, 2146 Residential: 106 KYALAMI GLEN, KYALAMI, KYALAMI, GAUTENG, 1684
WILLIAMS, TERENCE	7708115142086	Director	05/05/2015	Postal: P O BOX 78367, SANDTON, JOHANNESBURG, GAUTENG, 2146 Residential: UNIT 211 TOWERS, SHANNON LANE, MORNINGSIDE, GAUTENG, 2146

RAEESA KHAN
THE PLACE 1 SANDTON DRIVE
SANDHURST, SANDTON
COMMISSIONER OF OATHS EX OFFICIO
ADMITTED ATTORNEY
REPUBLIC OF SOUTH AFRICA

The Companies and Intellectual Property Commission
of South Africa

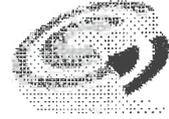


P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.

Call Centre Tel 086 100 2472, Website www.cipc.co.za



**Certificate issued by the Companies and Intellectual Property
Commission on Monday, June 22, 2020 07:50**
Certificate of Confirmation



Companies and Intellectual
Property Commission
a member of the SACS Group

Active Directors / Officers

Surname and first names	ID number or date of birth	Director type	Appoint-ment date	Addresses
MORWE, NCOLOLWANE LEEU	7707135481086	Director	24/04/2013	Postal: P O BOX 78367, SANDTON, JOHANNESBURG, GAUTENG, 2146 Residential: 20 KWART AVENUE, JUKSKEI PARK, JOHANNESBURG, GAUTENG, 2125
MAHLANGU, VUSUMUZI	7007095370084	Non Executive Director	01/12/2011	Postal: P O BOX 736, KYALAMI ESTATES, JOHANNESBURG, GAUTENG, 1684 Residential: 11 VAAL AVENUE, RIVER CLUB EXT 1, SANDTON, GAUTENG, 2191

RAEESA KHAN

THE PLACE 1 SANDTON DRIVE
SANDHURST, SANDTON
COMMISSIONER OF OATHS EX OFFICIO
ADMITTED ATTORNEY
REPUBLIC OF SOUTH AFRICA

CERTIFIED A TRUE
COPY
OF THE ORIGINAL
23/06/2021



The Companies and Intellectual Property Commission
of South Africa

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.

Call Centre Tel 086 100 2472, Website www.cipc.co.za



CoR15.2



Companies and Intellectual
Property Commission
a member of the dti group

ENF001
TO BE COLLECTED - ENF001
TO BE COLLECTED - ENF001
TO BE COLLECTED - ENF001
2196

Issue Date: 17/11/2011
Print Date: 13/12/2011
Tracking Number: X6776319

RE: Amendment to Company Information
Company Number: 1978/004501/07
Company Name: AON SOUTH AFRICA (Pty) Ltd

We have received a CoR15.2 from you dated 07 November 2011

The CoR15.2 was registered and placed on file.

Regards

Astrid Ludin

Commissioner: CIPC

Please note:

The attached certificate can be validated on the CIPC website at www.cipc.co.za.
The contents of the attached certificate was electronically transmitted to the South African Revenue Services.

The Companies and Intellectual Property Commission of South Africa
PO Box 429, Pretoria, 0001, Republic of South Africa

Contact centre: 086 100 2472
www.cipc.co.za



RAEESA KHAN
THE PLACE 1 SANDTON DRIVE
SANDHURST, SANDTON
COMMISSIONER OF OATHS EX OFFICIO
ADMITTED ATTORNEY
REPUBLIC OF SOUTH AFRICA

[Signature]
CERTIFIED A TRUE
COPY
OF THE ORIGINAL
23/06/2021

Certificate issued by the Companies and Intellectual Property Commission on 08/12/2011



Certificate of Confirmation

Companies and Intellectual Property Commission
a member of the dti group

Registration Number: 1978/004501/07
 Enterprise Name: AON SOUTH AFRICA (Pty) Ltd
 Enterprise Shortened Name:
 Enterprise Translated Name:
 Registration Date: 14/11/1978
 Business Start Date: 14/11/1978
 Enterprise Type: Private Company
 Enterprise Status: In Business
 Financial Year End: December
 Tax Number: 9183126847
 Number of Directors: 10
 Description of Principal Business: TO CARRY ON THE BUSINESS OF FINANCIAL SERVICES
 Postal Address: P O BOX 1874
 PARKLANDS
 2121
 Address of Registered Office: THE PLACE 1 SANDTON DRIVE
 SANDHURST
 SANDTON
 2196

Auditors

Auditor Name	Practise Number	Type	Appoint Date	Addresses
ERNST & YOUNG REGISTERED AUDITORS INC.	918288	Auditor	07/07/2006	Postal PRIVATE BAG X14 NORTHLANDS 2116

The Companies and Intellectual Property Commission of South Africa
 PO Box 429, Pretoria, 0001, Republic of South Africa

Contact centre: 086 100 2472
 www.cipc.co.za



RAEESA KHAN
 THE PLACE 1 SANDTON DRIVE
 SANDHURST, SANDTON
 COMMISSIONER OF OATHS EX OFFICIO
 ADMITTED ATTORNEY
 REPUBLIC OF SOUTH AFRICA

[Signature]
 CERTIFIED A TRUE COPY
 OF THE ORIGINAL
 23/06/2021

Certificate Issued by the Companies and Intellectual Property Commission on 08/12/2011



Certificate of Confirmation

Companies and Intellectual Property Commission
a member of the dti group

Registration Number: 1978/004501/07
Enterprise Name: AON SOUTH AFRICA (Pty) Ltd

Directors

Surname, Name	ID Number	Type	Appoint Date	Addresses
GOSA, NOLUTHANDO	6302090322086	Director	01/12/2008	Postal P O BOX 78761 SANDTON 2146 Residential 8 PIAZZA TOSCANA 17 EAST ROAD MORNINGSIDE 2196
MONAMA, DISEBO PATRICIA SANNIE	7110070315080	Director	15/10/2008	Postal P O BOX 1874 PARKLANDS 2121 Residential 102 CASTELLANO PRIVATE ETATE CEDAR AVENUE WEST BROADACRES BRYANSTON 2021
SCOTT, GUY RICHARD	5908265168087	Director	03/05/2004	Postal P O BOX 1874 PARKLANDS 2121 Residential 134 BUCKINGHAM AVENUE CRAIGHALL PARK 2196
FAGAN, GLEN MARK	7105165151085	Director	23/11/2006	Postal P O BOX 1874 PARKLANDS 2121 Residential 1146 MAGNOLA CLOSE EAGLE CANYON HONEYDEW 2040
ROUX, CHRISTIAN ANTON	6306285100082	Director	01/07/2005	Postal 148 BOUNDARY LANE SANDHURST 2196 Residential 148 BOUNDARY LANE SANDHURST 2196
KOK, JACOBUS ALBERTUS	7307160000000	Director	31/05/2011	Postal P O BOX 1874 PARKLANDS 2121 Residential 11 CLIFTON HILLS 59 HIGHCLIFF WAY NORTHCLIFF 2195
SINGH, BISNATH	5506025145088	Director	01/01/2011	Postal P O BOX 1649 MAGALIESSIG 2067 Residential 7 THORNBUSH ESTATE 49A MULBARTON ROAD BEVERLEY 2191

RAEESA KHAN
THE PLACE 1 SANDTON DRIVE
SANDHURST, SANDTON
COMMISSIONER OF OATHS EX OFFICIO
ADMITTED ATTORNEY
REPUBLIC OF SOUTH AFRICA

[Signature]
CERTIFIED A TRUE
COPY
OF THE ORIGINAL
23/06/2021

GANGENI, CUNNING FREDDY	6103135310189	Alternate Director	15/10/2008	Postal P O BOX 1874 PARKLANDS 2121
				Residential 6 THE CHESTERFIELDS 4 CHESTERFIELDS BRYANSTON 2191
TANYANYIWA, LYDIA	6008280000000	Alternate Director	15/10/2008	Postal C/O AON SOUTH AFRICA P O BOX 1874 PARKLANDS 2121
				Residential 11 POMMERN AVENUE ROBINDALE 2194
PRICE, ELVA	6109020057082	Company Secretary 13/05/2011 (Natural Person)		Postal P O BOX 2544 RANDBURG 2194
				Residential 403 RD AVENUE PARKTOWN NORTH 2193

RAEESA KHAN
 THE PLACE 1 SANDTON DRIVE
 SANDHURST, SANDTON
 COMMISSIONER OF OATHS EX OFFICIO
 ADMITTED ATTORNEY
 REPUBLIC OF SOUTH AFRICA

[Signature]
 CERTIFIED A TRUE
 COPY
 OF THE ORIGINAL
 23/06/2021

The Companies and Intellectual Property Commission of South Africa
 PO Box 429, Pretoria, 0001, Republic of South Africa

Contact centre: 086 100 2472
www.cipc.co.za



Registrasienommer van Maatskappy/Registration No. of Company

78 04501/07

Sertifikaat van Inlywing
van 'n Maatskappy met 'n aandelekapitaal
Certificate of Incorporation
of a Company having a share capital

Hierby word gesertifiseer dat/This is to certify that

EDWARD LUMLEY INVESTMENTS (PROPRIETARY) LIMITED

vandag ingelyf is kragtens die Maatskappywet, 1973 (Wet 61 van 1973), en dat die Maatskappy 'n maatskappy is met 'n aandelekapitaal.

was this day incorporated under the Companies Act, 1973 (Act 61 of 1973), and that the Company is a company having a share capital.

Geteken en geseël te Pretoria op hede die/Signed and sealed at Pretoria this

14th dag van/day of November Eenduisend Negehonderd/

One Thousand Nine Hundred and Seventy Eight

RAEESA KHAN

THE PLACE 1 SANDTON DRIVE

SANDHURST, SANDTON

COMMISSIONER OF OATHS EX OFFICIO

ADMITTED ATTORNEY

REPUBLIC OF SOUTH AFRICA

Registrateur van Maatskappye/Registrar of Companies

CERTIFIED A TRUE
COPY

OF THE ORIGINAL

23/06/2021

Seël van die Registrasiekantoor vir Maatskappye.
Seal of Companies Registration Office.

Hierdie sertifikaat is nie geldig nie, tensy geseël deur die seël van die Registrasiekantoor vir Maatskappye.
This certificate is not valid unless sealed by the seal of the Companies Registration Office.

Registration No. of company/Registrasienuommer van maatskappy

78/04501/07

Certificate of change of name of company

Sertifikaat van verandering van naam van maatskappy

RAEESA KHAN
THE PLACE 1 SANDTON DRIVE
SANDHURST, SANDTON
COMMISSIONER OF OATHS EX OFFICIO
ADMITTED ATTORNEY
REPUBLIC OF SOUTH AFRICA

This is to certify that/Hierby word gesertifiseer dat

EDWARD LUMLEY INVESTMENTS (PROPRIETARY) LIMITED

CERTIFIED A TRUE
COPY
OF THE ORIGINAL
23/06/2021

has changed its name by SPECIAL RESOLUTION and is now called
sy naam verander het by SPESIALE BESLUIT en nou genoem word

LUMLEY SOUTH AFRICA (PROPRIETARY) LIMITED

and that the new name has this day been entered in the Register of Companies.
en dat die nuwe naam op hierdie dag in die Register van Maatskappye aangeteken is.

Signed and sealed at Pretoria, this/Geteken en geseël te Pretoria op hede die 23
day of/dag van September
One Thousand Nine Hundred and/Eenduisend Negehonderd Ninety-Four
AA

Certificate of change of name dated _____ herewith
Hierby sertifikaat van verandering van naam gedateer

Name of Company
Naam van maatskappy LUMLEY SOUTH AFRICA (PTY) LTD

Postal Address
Posadres P O BOX 4773
JOHANNESBURG 2000

Date stamp of companies Registration Office
Registrar of Companies
REGISTRATEUR VAN MAATSKAPPY
EN VAN BESLOTE KORPORASIES
Maatskappye.
Registrateur van Maatskappye.
1994-09-23
**REGISTRAR OF COMPANIES
AND OF CLOSE CORPORATIONS**

Registration No. of company/Registrasienuommer van maatskappy

78/04501/07

Certificate of change of name of company

Sertifikaat van verandering van naam van maatskappy

RAEESA KHAN
THE PLACE 1 SANDTON DRIVE
SANDHURST, SANDTON
COMMISSIONER OF OATHS EX OFFICIO
ADMITTED ATTORNEY
REPUBLIC OF SOUTH AFRICA

This is to certify that/Hierby word gesertifiseer dat
LUMLEY SOUTH AFRICA (PROPRIETARY) LIMITED

[Signature]
CERTIFIED A TRUE
COPY
OF THE ORIGINAL
23/06/2021

has changed its name by SPECIAL RESOLUTION and is now called
sy naam verander het by SPESIALE BESLUIT en nou genoem word

AON SOUTH AFRICA (PROPRIETARY) LIMITED

and that the new name has this day been entered in the Register of Companies.
~~en dat die nuwe naam op hierdie dag in die Register van Maatskappye aangeteken is.~~

Signed and sealed at Pretoria, this/Geteken en geseël te Pretoria op hede die 24

day of/dag van June

One Thousand Nine Hundred and/Eenduisend Negehonderd Ninety Six

Certificate of change of name dated _____ herewith
Hierby sertifikaat van verandering van naam gedateer _____

Name of Company AON SOUTH AFRICA
Naam van maatskappy (PROPRIETARY) LIMITED
Postal Address P.O. Box 1874
Posadres PARKLANDS 2121

Date stamp of companies Registration Office
Registrar of Companies
REGISTRATEUR VAN MAATSKAPPYE
Datumstempel van **IN VAN BESLUIT KOPORASIES**
Maatskappye.
Registrateur van Maatskappye.
1996-06-24
**REGISTRAR OF COMPANIES
AND OF CLOSE CORPORATIONS**

Certificate

to commence business
(Section 172)

Registration No. of company
78 04501/07

RAEESA KHAN
THE PLACE 1 SANDTON DRIVE
SANDHURST, SANDTON
COMMISSIONER OF OATHS EX OFFICIO
ADMITTED ATTORNEY
REPUBLIC OF SOUTH AFRICA



CERTIFIED A TRUE
COPY
OF THE ORIGINAL
23/06/2021

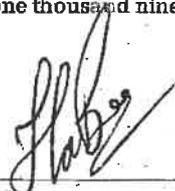
I hereby certify that EDWARD LUMLEY INVESTMENTS (PROPRIETARY) LIMITED

which was incorporated on the 14th day of November, one thousand nine hundred and

~~seventy eight~~ has complied with the requirements of section 172 of the Act and is with effect from this day entitled to commence business.

Signed and sealed at Pretoria this 14th day of November, one thousand nine hundred and

Seventy Eight



Registrar of Companies

Seal of Companies Registration Office

This certificate is not valid unless sealed by the Seal of the Companies Registration Office.

To be completed by company

Certificate to commence business, dated _____, herewith.

Name of company EDWARD LUMLEY INVESTMENTS (PROPRIETARY) LIMITED

Postal address P O Box 1129
Johannesburg
2000

REGISTRAR OF COMPANIES
13 - 11 - 1978
PRETORIA
REGISTRAR OF COMPANIES

MAATSKAPPYWET, 1973 / COMPANIES ACT, 1973

(Artikel 170 / Section 170)

REGISTRATEUR VAN MAATSKAPPYEN VAN BESKREWENDE KORPORASIES
REGISTRAR OF COMPANIES OF CLOSE CORPORATIONS

2008 -07- 10

Kennisgewing van Geregistreeerde Kantoor en Posadres van Maatskappy
Notice of Registered Office and Postal Address of Company

(Moet in tweevoud by inlywing en voor verandering van adresse ingedien word)
(To be lodged in duplicate upon incorporation and prior to change of addresses)

Registration No. of Company
1978/004501/07

Client Ref
ORBACH

Naam van maatskappy **AON South Africa (Proprietary) Limited**
Name of company

CIPRO103526C

(a) Die ligging van die geregistreeerde kantoor en die posadres van bogenoemde maatskappy is soos volg:
The situation of the registered office and the postal address of the above-mentioned company are as follows:

(i) Geregistreeerde adres **The Place 1 Sandton Drive Sandhurst Sandton 2196**
Registered address

(ii) Posadres **P O Box 1874 Parklands 2121**
Postal address

RAEESA KHAN
THE PLACE 1 SANDTON DRIVE
SANDHURST, SANDTON
COMMISSIONER OF OATHS EX OFFICIO
ADMITTED ATTORNEY
REPUBLIC OF SOUTH AFRICA

(b) Die datum van die beoogde verandering in die adresse is
The date of the intended changes in the addresses is

(Beide adresse moet te alle tye verskaf word / Both addresses must be furnished at all times)

30/06/2008

HANDTEKENING/SIGNATURE

DATUM / DATE

(Direkteur / Sekretaris / Beampte / Director / Secretary / Officer)

Die veranderings tree in werking op / The changes take effect on

CERTIFIED A TRUE
COPY
OF THE ORIGINAL
23/06/2008

REGISTRATEUR VAN MAATSKAPPYEN
REGISTRAR OF COMPANIES

DATUM / DATE

Naam van maatskappy
Name of company
AON South Africa (Proprietary) Limited

Posadres
Postal address
P O Box 1874 Parklands 2121

CHARLES ORBACH & COMPANY
Docex 118
Randburg

Kantoorgebruik / Office use

Dataverwerking / Data processing

(1) Opgeneem / Recorded

Datum en paraaf
Date and initials

(2) Regstelling / Corrections

Datum en paraaf
Date and initials

Datumstempel van Registrasiekantoor vir
Maatskappye
Date stamp of Companies Registration
Office

RESOLUTION
OF AON SOUTH AFRICA (PTY) LIMITED
PASSED ON 03 JUNE 2021
(Registration No. 1978/004501/07)

AUTHORISED SIGNATORIES
TENDERS

Round Robin Resolution passed on 3 June 2021 RESOLVED:

1. That:

Executive Board Members

Terence Williams
Nicolene Bruwer

Exco

Gavin Griffin
Alicia Goosen

Francois de Jager
Tanya Prozzi

Employee Benefits

Jacqui Nel

San Singaravelloo

Commercial Risk Solutions

Jacques de Villiers
Tony Webster
Werner Bezuidenhout
Landa van Wyk
Piet Nel

Andrew Aubin
Brian van Heerden
Harold Bond
Andrea Lawlor
Clayton Ellary

~~Wilhelm Immelman~~
Ronel Putter

Acting individually, be and are hereby authorised and empowered to do all such things, sign all such documents, procure the doing of all such things, and the signature of all such documents as may be necessary for or incidental to the submission of tender documents and any agreement or other documents necessary for the implementation and completion of tenders. Board and Exco members have authority for tenders in excess of R3 million per annum. Senior Management in Aon Hewitt and Aon Risk Solutions have authority for tenders with fees up to R3 million per annum.

2. That any agreements for the implementation and completion of tenders be vetted and approved by the Aon South Africa Legal and Compliance Division prior to signature thereof by any of the signatories listed in the resolution number 1. above.
3. That all previous authorisations are herewith revoked.

Aon South Africa (Proprietary) Limited
Directors

DocuSigned by:
Terence Williams
EE3C02296F184AD...
TERENCE WILLIAMS

DocuSigned by:
Vusi Mahlangu
CDB6436979DA4AD...
VUSUMUZI MAHLANGU

DocuSigned by:
Dr Namane Magau
C134700D648D4C5...
DR NAMANE TINY MAGAU

DocuSigned by:
Meta Mhlarhi
C2E100B363BA4DF...
MMAKGOLO META MHLARHI

DocuSigned by:
Nicole Bruwer
389F8F8C70FC4F2...
NICOLENE BRUWER

Annexure 11: Contactable References



EMALAHLENI

Local Municipality

P.O. BOX 3,
WITBANK,
MPUMALANGA
1035

TEL: 013 690 6911
FAX: 013 690 6207

www.emalahleni.gov.za

Emalahleni, Mandela Street
Tel.: 013 6906911

Ga-Nala, Quintin Street
Tel.: 017 648 2241

Ogies, Hoofweg
Tel.: 013 643 1027

Letter of Reference – Aon SA (Pty) Ltd

To whom it may concern

We confirm that Aon SA (Pty) Ltd is our insurance broker and places all our short-term insurance for us.

Aon SA (Pty) Ltd has been our broker since 1 November 2015

We will highly recommend Aon SA (Pty) Ltd as a broker.

Should you have queries please feel free to contact the writer of this letter.

Yours Sincerely



MS J.P. HLATSHWAYO
CHIEF FINANCIAL OFFICER

DATE: 25/04/2019

Local Municipality
Plaaslike Munisipaliteit
Lekgotla la Motse



60, Sasolburg 1947
016 973 8300
016 973 2191

Enquiries: H Jacobs

Letter of Reference – Aon SA (Pty) Ltd

To whom it may concern

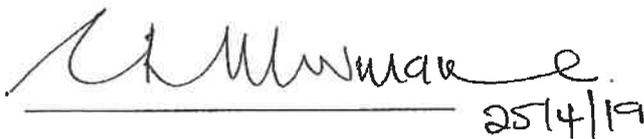
We confirm that Aon SA (Pty) Ltd is our insurance broker and places all our short-term insurance for us.

Aon SA (Pty) Ltd has been our broker since 1st August 2016 to date.

We will highly recommend Aon SA (Pty) Ltd as a broker.

Should you have queries please feel free to contact the writer of this letter.

Regards



25/4/19

Cornelia Lena Mohomane

Assistant Manager Expenditure



Midvaal Local Municipality
Contact Details
PO Box 9, Meyerton, 1960
Tel: 016-360-7400
Fax: 016-360-7519
www.midvaal.gov.za

Letter of Reference – Aon SA (Pty) Ltd

To whom it may concern

We confirm that Aon SA (Pty) Ltd is our insurance broker and places all our short-term insurance for us.

Aon SA (Pty) Ltd has been our broker since 2009.

We will highly recommend Aon SA (Pty) Ltd as a broker.

Should you have queries please feel free to contact the writer of this letter.

Regards



JANINE TAIT



**Steve Tshwete
Local Municipality**

PO Box 14 | Middelburg | 1050
Cnr Walter Sisulu Str & Wanderers Ave
Middelburg | Mpumalanga
T: +27 (0)13 249 7000 | F: +27 (0)13 243 2550
council@stlm.gov.za

Your reference:

Our reference: 5/1/3 (S. Mochitele)/kfm
0000R00001B.PUB

Letter of Reference – Aon SA (Pty) Ltd

To whom it may concern

We confirm that Aon SA (Pty) Ltd is our insurance broker and places all our short-term insurance for us.

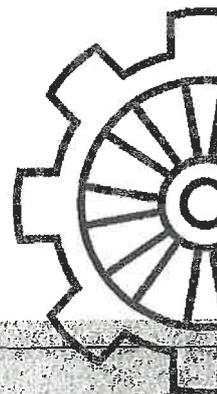
Aon SA (Pty) Ltd has been our broker since 2009.

We will highly recommend Aon SA (Pty) Ltd as a broker.

Should you have queries please feel free to contact the writer of this letter.

Regards

EXECUTIVE DIRECTOR: FINANCIAL SERVICES
E Wassermann
25 April 2019





Waterberg
District Municipality

on the Go for Growth

Private Bag X 1018, Modimolle, 0510
Harry Gwala Street, Modimolle, 0510
Tel: 014 718 3300
Fax: 014 717 3886
Email: admin@waterberg.gov.za

Enquiries: Maureen Ngoepe

25 April 2019

Letter of Reference – Aon SA (Pty) Ltd

To whom it may concern

We confirm that Aon SA (Pty) Ltd is appointed as our broker for Short-term insurances.

Aon SA (Pty) Ltd has contracted with WDM from 2004 to date.

Should you have queries please feel free to contact the writer of this letter.

Regards

GM Seleka
Manager: Corporate Support & Shared Services

10 October 2018

To Whom It May Concern,

RE: Letter of reference for Aon South Africa (Pty) Ltd

This letter serves to confirm that Allan Gray has used the services of Aon South Africa as our insurance brokers since 2009 to place our investment management, employment practices, trustee, directors' and officers' insurance cover.

Aon has always provided good service and has provided the necessary expertise and client service levels required by our organisation, ensuring at all times our specific industry risks are managed and appropriately insured. In addition, Aon has always strived to maintain this level of insurance in a cost-effective manner for our organisation.

All day to day matters have received prompt attention and any claims processes have been professionally dealt with in a timely manner, regardless of the type of claim submitted.

We would not hesitate to recommend Aon South Africa to any organisation which requires similar services.

Please do not hesitate to contact the undersigned should you need further information.

Yours sincerely,



Henry Cronje

Landline +27 21 431 9688

E-mail henry.cronje@allangray.co.za

Directors: D M Artus BBusSc (Hons) CFA CMT, J C R Collis Bcom BA (Jurisprudence)*, R W Dower BSc (Eng) MBA*, R J Formby BSc (Eng) MBA, W B Gray BCom MBA CFA*, A R Lapping BSc (Eng) BCom CFA, J S Liddle BBusSc (Hons) CFA*, E D Loxton BCom (Hons) MBA*, K R Oliveira BA LLB*, F J van der Merwe LLB MA*, *Non-Executive *Chairman
Company Secretary: C E Solomon BBusSc (Hons) CA (SA) Allan Gray Group Proprietary Limited; Registration Number 1992/006778/07. Allan Gray Proprietary Limited is an authorised financial services provider.

Address: 1 Sjo Square V&A Waterfront Cape Town 6001 P O Box 51319 V&A Waterfront Cape Town 8002 South Africa T +27 (0)21 415 2300 F +27 (0)21 415 2400 E info@allangray.co.za
W www.allangray.co.za

WWW.GROWTHPOINT.CO.ZA

THE PLACE, 1 SANDTON DRIVE, SANDTON,
GAUTENG, 2196, SOUTH AFRICA
TEL: +27 (0)11 944 6000 FAX: +27 (0)11 944 6005
PO BOX 78949, SANDTON, 2146, SOUTH AFRICA
DQCEX: 48 SANDTON SQUARE EMAIL: info@growthpoint.co.za

GROWTH-POINT
PROPERTIES



20 February 2020

TO WHOM IT MAY CONCERN

Aon have been short term insurance brokers to Growthpoint Properties Limited since 2009. Growthpoint's asset value exceeds R75billion.

Yours faithfully,

Gerald Völkel
Group Financial Director

GROWTHPOINT PROPERTIES LIMITED REG. NO. 1987/004986/06
DIRECTORS: J.F. MARAIS (CHAIRMAN), F.M. BERKELEY, *N.O. CHAUKE (HR DIRECTOR), *E.K. DE KLERK (CEO SA), M.G. DILIZA, L.A. FINLAY,
J.C. HAYWARD (LEAD INDEPENDENT DIRECTOR) (British), S.P. MNGCONKOLA, R. MOONSAMY, N.B.R. NKABINDE, *L.N. SASSE (GROUP CEO), J.A. VAN WYK (British),
F.J. VISSER, *G. VÖLKE (GROUP FD); (*EXECUTIVE) COMPANY SECRETARY: J. DE KOKER

REGISTERED ADDRESS: THE PLACE, 1 SANDTON DRIVE, SANDTON, GAUTENG, 2196, SOUTH AFRICA

Tel: 041-506 3129
PO Box 3188, Port Elizabeth 6056
Republic of South Africa
e-mail: wmtati@mandelametro.gov.za

Our Ref: **SCM/17-22/S**
DEALS WITH THIS MATTER: **Mr Kevin Gilmer**
Tel: (041) 503 4537

Date: 30 March 2017

Aon South Africa (Pty) Ltd
P.O. Box 12368
Central Hill
PORT ELIZABETH
6006

Attention Mr. Rian van Dyk

CONTRACT NO. SCM/17-22/S Appointment of Risk Management and Insurance Broking Intermediary

We have the pleasure in advising you of the acceptance of your tender, subject to signing of an agreement between you and the Nelson Mandela Bay Municipality, for a period of 36 months, in the amount of R 275 000.00 inclusive of VAT, per annum, subject to escalation in respect of year 2 and 3 in terms of CPIX as published by Statistics South Africa for the month prior to the anniversary date of the contract.

Please note that this appointment is subject to complete acceptance of National Treasury General Conditions of Contract and Special Conditions of Contract complementing the National Treasury General Conditions of Contract.

Kindly only accept an official order which has either been faxed, emailed or hand delivered to yourselves. Please note that under no circumstances may you accept any telephonic order as the municipality will not be held responsible for any payments resulting in orders made in this manner. Failure to comply with the above or any tender condition will result in non-payment of services and may ultimately result in the cancellation of the contract.

As per Section 45(2) of SCM Policy and Section 116(2b) of the MFMA all service providers will monitored on a monthly basis to ascertain whether the following objectives amongst others have been achieved:

- value for money has been attained
- proper processes have been followed
- desired objectives have been achieved
- opportunity to improve processed

All inquiries, concerning this award, should be addressed to the Assistant Director: Contracts, Supply Chain Management, Nelson Mandela Bay Municipality, P.O. Box 3188, North End, 6056.

Yours Truly,



.....
ACTING DIRECTOR:
ROGER FERREIRA
SUPPLY CHAIN MANAGEMENT



Mutualpark, Jan Smuts Drive, Pinelands 7405. PO Box 66, Cape Town 8000, South Africa.
Tel +27 (0)21 509 8735, Fax +27 (0)21 509 4466. www.oldmutual.co.za

9 October 2018

To Whom It May Concern,

RE: Aon Service review: Public Investment Corporation

This letter serves to confirm that Old Mutual Limited and previously Old Mutual plc, and our subsidiaries have used the services of Aon South Africa and Aon London for the past 6 years in relation to all our insurance requirements.

Aon has provided excellent service and has provided the necessary expertise and client service levels we require, ensuring at all times our specific industry risks are managed and appropriately insured. In addition, Aon has generally done this keeping in mind our budgetary requirements.

Day to day matters have received prompt attention and any claims processes have been professionally dealt with in a timely manner, regardless of the type of claim submitted.

We can recommend Aon to any organisation that requires similar services.

Please do not hesitate to contact the undersigned should you need further information.

Kieren Vels
Group Insurance Manager
Old Mutual Limited



Mercedes-Benz

Mercedes-Benz
South Africa Ltd
A Daimler Company

19 June 2019

To whom it may concern,

CLIENT LETTER OF REFERENCE

This letter serves to confirm that Aon South Africa (Pty) Ltd have been the appointed insurance broker to Mercedes-Benz South Africa Limited since 2007.

Yours sincerely,

Cobs Gouws
Insurance Risk Manager

General representatives of Mercedes-Benz, smart, Freightliner,
FUSO and Western Star vehicles in South Africa
(Reg. No. 1962/000271/06)

Independent directors: Dr JW Schmidt (Chairman)*
PN January-Bardill, S Zilwa, F De Buck, N Mbhele
Executive directors: A Engling (CEO)*, J Fritz (Co-CEO)*
AM Kgole, C Spohr (CFO)*, J Hafkamp**
Non-executive directors: M Schäfer*, B Seeger*, U Bastert*
M Lühns* (Alternate Director for B Seeger), A Kellermann (Alternate Director for M Schäfer)
Company Secretary: D Peterson
* German **Dutch



Mercedes-Benz is a registered trademark of Daimler AG, Stuttgart, Germany

Wierda Road (R574/M10 West)
Zwartkop

PO Box 1717
Pretoria
0001
South Africa
Tel +27 (0) 12 677 1500
Fax +27 (0) 12 673 6050
www.mercedes-benzsa.co.za

17 July 2018

Steve Levitt
Aon South Africa (Pty) Ltd
Email: Steve.Levitt@aon.co.za

To Whom It May Concern

RE: Reference Letter – Aon South Africa (Pty) Ltd

This letter serves to confirm that we Cricket South Africa are currently using Aon South Africa (Pty) Limited as our Insurance Broker in recognition of the product knowledge, broking capabilities and attention to detail in providing insurance and Risk Management Services to Cricket South Africa.

Steve Levitt of Aon has been our broker since 2006 and we have not had any problems with any of the services rendered

Trust the same is satisfactory to your requirements.

Yours faithfully



Naasei Appiah
Acting Chief Operating Officer



prasa

PASSENGER RAIL AGENCY
OF SOUTH AFRICA

PRASA HOUSE
1040 Burnett Street
Hatfield
Pretoria

Private Bag X101
Braamfontein, 2017
T: +27 12 748 7000

www.prasa.com

17 March 2020

RE: Confirmation Letter

To whom it may concern:

We confirm that AON South Africa (Pty) Limited have been our brokers for the past 04 years in respect of Brokering Services.

We have established a good relationship and partnership over this period. Aon continuously seeks ways of reducing costs and risk in our business have also provided value added such as training. We regard AON as an extension of our business as a strategic partner.

Should you require any further information, please do not hesitate to contact the writer.

Yours faithfully

Tokollo Mahlaka

General Manager | Group Insurance

Tel: +27 12 748 7525

Email: tokollo.mahlaka@gmail.com

3 March 2019

To whom it may concern

EXXARO INSURANCE BROKING SERVICES FROM AON

AoN and its predecessors have been the preferred insurance brokers for the Exxaro group of companies ("Exxaro") since the turn of the century.

Exxaro was previously Iscor Limited before being unbundled into Kumba Resources Limited in 2001 whereafter it became Exxaro in 2006 following a successful empowerment transaction.

AoN provides broking services in both the local and European reinsurance market where their services have been exemplary. The renewal programme has included significant and progressive enhancements every year irrespective of market conditions.

The role of Russel Davis from AoN, as well as Stefan Swanepoel from Directrix who provides much needed actuarial and compliance services, are fundamental to the value-adding and mutually beneficial professional relationship.

Yours sincerely



Rian Strydom
General Manager: Risk, Compliance & Assurance
Director EICL





16th April 2020

To whom it may concern,

CLIENT LETTER OF REFERENCE

This letter serves to confirm that Aon South Africa have been the appointed insurance broker to V&A Waterfront Holdings (Pty) Ltd since 2012.

Should you have any questions, please contact myself.

Yours sincerely,

Narriman Taliep
Finance Executive



23rd March 2016

TO WHOM IT MAY CONCERN

Attention : Steve Levitt
E-mail : steve.levitt@aon.co.za

Aon South Africa Limited

This letter serves to confirm that Aon South Africa has been the Short Term insurance broker for Transnet SOC Limited since 1st January 2014.

Policies arranged include Assets, Casualty, Financial Lines, Aviation & Marine and can confirm that our assets are valued in excess of R75 billion.

Yours sincerely


Vinesh Naidoo

GROUP INSURANCE MANAGER & LEGAL ADVISOR
Tel 011 308 2718
Fax 086 683 0597
Email : Vinesh.naidoo@transnet.net

Transnet SOC Limited	Carlton Centre	P.O. Box 72501
Registration Number	150 Commissioner	Parkview, Johannesburg
1990/000900/30	Street	South Africa, 2122
	Johannesburg	T +27 11 308 3000
	2001	F +27 11 308 2638

Directors: LC Mabaso (Chairperson) SI Gama* (Acting Group Chief Executive) Y Forbes GJ Mahlalela PEB Mathekga ZA Nagdee VM Nkonyane SD
Shane BG Stegman PG Williams GJ Pita* (Group Chief Financial Officer)
*Executive

Group Company Secretary: ANC Ceba

www.transnet.net

WWW.GROWTHPOINT.CO.ZA

THE PLACE, 1 SANDTON DRIVE, SANDTON,
GAUTENG, 2196, SOUTH AFRICA
TEL: +27 (0)11 944 6000 FAX: +27 (0)11 944 6005
PO BOX 78949, SANDTON, 2146, SOUTH AFRICA
DPOCEX: 48 SANDTON SQUARE EMAIL: info@growthpoint.co.za

GROWTH-POINT
PROPERTIES



24 March 2016

TO WHOM IT MAY CONCERN

Aon have been short term insurance brokers to Growthpoint Properties Limited since 2009. Growthpoint's gross property asset value exceeds R70billion.

Yours faithfully,

Gerald Völkel
Financial Director



a world class African city

City of Johannesburg
Joburg Risk and Audit Services

Sappi Building
48 Ameshöff
Street
3rd Floor
Braamfontein

PO Box 30757
Braamfontein
South Africa
2017

Tel +27(0) 11 049 7589

www.joburg.org.za

22 March 2016

To whom it may concern

Attention: Mr Themba Zulu
Email: Themba.zulu@aon.co.za

AON SOUTH AFRICA LIMITED

This letter serves to confirm that AON South Africa has been the City of Johannesburg Metropolitan Municipality's insurance brokers since July 2014. AON is responsible for the City of Johannesburg portfolio in excess of R89billion. We have not had any problems with regard to their services provided.

I am available to answer any other questions specific to the insurance of the City of Johannesburg.

Kind regards,



Siphe Makhanya

Deputy Director: Risk Finance

Telephone Number: 011 049 7583



Coca-Cola Beverages
South Africa (Pty) Ltd

Company Registration
No: 2016/000000000

15 Axle Drive
Dayville
1865
PO Box 306
Orlando East
1666

T +27 (0)11 849 2600/7
F +27 (0)86 678 5429

20 March 2019

TO WHOM IT MAY CONCERN

REFERENCE: AON SOUTH AFRICA (PTY) LTD

We hereby confirm that AON has been our insurance broker since the formation of our company (June 2016), and manage the following cover for our company, and all its South African subsidiaries:

- Asset and Business Interruption
- Fidelity
- Liability
- Group Personal Accident
- Motor Fleet
- Travel
- SASRIA
- Marine
- Contractors all risk

AON has extensive experience in managing large corporate portfolios over multiple jurisdictions. In addition they have advised us in setting up suitable self-insured programs with top up cover – in an effort to manage high risk exposures with affordable premiums.

We have received exceptional service from this institution over the years and would highly recommend them. Some entities in our current group has had AON (previously Glenrand) as our broker for over 20 years.

If you have any additional questions or need clarification, please feel free to contact me.

Riaan Marais
Compliance Manager
021-8418116



1 April 2019

TO WHOM IT MAY CONCERN

REFERENCE: AON SOUTH AFRICA (PTY) LTD: TENDER REQUEST

I hereby confirm that AON has been our insurance broker since and prior to the acquisition of SABMiller by ABInBev, I can confirm AON has provided a Global Servicing Broker support to the Global footprint of SABMiller, and managed the following cover for our current company and its subsidiaries:

- Asset and Business Interruption
- Liability
- Group Personal Accident
- Motor Fleet
- Travel
- SASRIA
- Ocean Cargo & Marine
- Contractors all risk

AON has extensive experience in managing the insurance placement for large corporate portfolios over multiple jurisdictions each with its own legal requirements and complex shareholding structures.

Additionally AON have advised our company in the establishment of tailored self- insurance programs effectively managing high- risk exposures to save the costs of pay away premiums to insurers.

We have received exceptional service from this broker who are and remain an integral partner in our Risk Management Programme. I personally have had a working relationship with the key account managers at AON (previously GlenrandMIB) for the past 22 years and can highly recommend them as a professional service. They are offer a customer orientated support with a diverse experience in placing the required bespoke cover required for the ever-changing risk landscape through the quality of the people assigned to support the multiple facets of the insurance landscape/cover required.

Yours sincerely,



Ian Schwartz

Risk Director

D +27 (0)11 881 8317 M +27 (0)82 921 7557

Annexure 12: Directors Details

NAME (Surname, Full Names)	Position occupied in Enterprise Date	Employee Number	Personal Income Tax Reference Number	ID NO.	Race / Citizen
Williams, Terence	Chief Executive Officer 05 May 2015	263187	1869094647	7708115142086	White / SA
Morwe, Ncololwane Leeu	Chief HR Office: Aon Sub Sahara Africa 24 April 2013	70958	2551218148	7707135481086	Black / SA
Bruwer, Nicolene	Chief Financial Officer 1 st March 2020	0587673	1835226141	8102020012080	White / SA
Mahlangu, Vusumuzi (Vusi)	Non Executive Director 01 December 2011	N/A	0411/173/64/4	7007095370084	Black / SA
Mhlarhi, Mmakgolo Meta	Non Executive Director 23 April 2018	N/A	1548479144	7912040298094	Black / SA
Dr Magau, Namane Tiny	Non Executive Director 25 April 2019	N/A	0667134845	5206090228089	Black / SA

Certified ID Documents



PARTICULARS FROM THE POPULATION REGISTER I.R.O.:

IDENTITY/IDENTITEIT

IDNO.:
IDNR.: 770713 5481 08 6

SURNAME:
VAN: MORWE

FIRST NAME:
VOORNAMME: NCOLOLWANE LEEU

DATE OF BIRTH:
GEBORTE DATUM: 1977-07-13

DATE ISSUED:
DATUM UITGEREIK: 2021-02-12

OFFICE CODE:
KANTOORRODE: yhh



DEPARTMENT OF HOME AFFAIRS
PRIVATE BAG X3009
2021-02-12
ISSUED BY: SANDHURST 2125
UITGEREIK DEUR: SANDHURST 2125

(VALID FOR 2 MONTHS FROM DATE OF ISSUE)
(GELDIG VIR 2 MAANDE NA UITREIKINGSDATUM)



RAHEEQ KHAN
THE PLACE 1 SANDHURST
SANDHURST, SANDTON
COMMISSIONER OF OATHS EX OFFICIO
ADMITTED ATTORNEY
REPUBLIC OF SOUTH AFRICA

CERTIFIED A TRUE
COPY
OF THE ORIGINAL
23/06/2021

GEREGISTREERDE WOON EN POSADRES

1. Dewaar die bewys van u GEREGISTREERDE WOON EN POSADRES in hierdie sakke.

2. Indien u van adres verander het, of indien besonderhede van u huidige adres, bv. straatnaam en/of nommer, juis verander het, moet die vorm **KENNISGEWING VAN ADRESVERANDERING** wat in die sakke nter in die identiteitsdokument is, gebruik word om die verandering aan te meld en moet dit ingedien word by of gepos word aan die naaste streek-afdeling van die DEPARTEMENT VAN BINNELANDSE SAKE.

REGISTERED RESIDENTIAL AND POSTAL ADDRESS

1. Keep the proof of your REGISTERED RESIDENTIAL AND POSTAL ADDRESS in this pocket.

2. If you have changed your address or if particulars of your present address, e.g. name of street and/or block number, etc. have been changed, the **NOTICE OF CHANGE OF ADDRESS** form in the pocket at the back of the identity document must be used to report the change and it must be handed in or posted to the nearest regional/district office of the DEPARTMENT OF HOME AFFAIRS.

I.D.No. 700709 5370 08 4

S.A. BURGER/S.A. CITIZEN

VAN/URNAMME
MAHLANGU

VOORNAAM/FORENAME
VUSUMUZI

GEBOORTEDISTRIK OF LAND/DISTRICT OF COUNTRY OF BIRTH
SOUTH AFRICA

GEBOORTEDATUM/DATE OF BIRTH 1970-07-09

DATUM UITGEREK/DATE ISSUED 1998-06-29



**UITSAKKE BY ADRES VAN DIE
REGISTERED RESIDENTIAL
AND POSTAL ADDRESS**

**SAKKE BY ADRES VAN DIE
REGISTERED RESIDENTIAL
AND POSTAL ADDRESS**

RAEESA KHAN
 THE PLACE 1 SANDTON DRIVE
 SANDHURST, SANDTON
 COMMISSIONER OF OATHS EX OFFICIO
 ADMITTED ATTORNEY
 REPUBLIC OF SOUTH AFRICA



CERTIFIED A TRUE
 COPY
 OF THE ORIGINAL
 23/06/2021

GEREGISTREERDE WOON- EN POSADRES

1. Besker die bewys van u GEREGISTREERDE WOON- EN POSADRES in hierdie eëlska.

2. Indien u van adres verander het, of indien besonderhede van u huidige adres, by straatnaam en nr. nommer, ens. verander het, moet die vorm KENNISGEWING VAN ADRESVERANDERING, wat in die eëlska agter in die handboek aanhang is, gebruik word om die verandering aan te meld en moet dit ingedien word by of naas wat aan die naaste skakel-distrikbehoor van die DEPARTEMENT VAN OORLELANDSE SAKKE.

REGISTERED RESIDENTIAL AND POSTAL ADDRESS

1. Keep the proof of your REGISTERED RESIDENTIAL AND POSTAL ADDRESS in this pocket.

2. If you have changed your address, or if particulars of your present address, e.g. name of street and/or street number, etc., have been changed, the NOTICE OF CHANGE OF ADDRESS form in the pocket at the back of the identity document must be used to report the change and it must be handed in at or posted to the nearest regional control office of the DEPARTMENT OF HOME AFFAIRS.

I.D.No. 791204 0298 08 4



S.A. BURGER/S.A. CITIZEN

VAN/SURNAME
MAPONYA

VOORNAME/FORENAMES
MMAKGOLO META



GEBOORTEDISTRIK OF LAND/
DISTRICT OR COUNTRY OF BIRTH
SOUTH AFRICA

GEBOORTEDATUM/
DATE OF BIRTH

1979-12-04



DATUM UITGEREIK/
DATE ISSUED

2008-03-12

UITGEREIK OP BEDOEL VAN DIE
DIREKTOR-GENERAAL
OORLELANDSE SAKKE

ISSUED BY AUTHORITY OF THE
DIRECTOR-GENERAL
HOME AFFAIRS

RAEESA KHAN

THE PLACE 1 SANDTON DRIVE
SANDHURST, SANDTON

COMMISSIONER OF OATHS EX OFFICIO
ADMITTED ATTORNEY
REPUBLIC OF SOUTH AFRICA

CERTIFIED A TRUE
COPY
OF THE ORIGINAL

23/06/2021

REPUBLIC OF SOUTH AFRICA
NATIONAL IDENTITY CARD

Surname: WILLIAMS
 Names: TERENCE
 Sex: M
 Nationality: RSA
 Identity Number: 7708145142086
 Date of Birth: 17 AUG 1972
 Country of Birth: RSA
 Status: CITIZEN

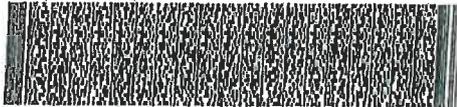
Conditions: This card has been issued by the Department of Home Affairs in terms of the Identification Act, Act 68 of 1997
 If found please return to the Department of Home Affairs
 For enquiry or verification purposes contact 0800 60 11 90

Date of Issue: 31 OCT 2016

RSA

103205109





RAEESA KHAN
 THE PLACE 1 SANDTON DRIVE
 SANDHURST, SANDTON
 COMMISSIONER OF OATHS EX OFFICIO
 ADMITTED ATTORNEY
 REPUBLIC OF SOUTH AFRICA

[Signature]
 CERTIFIED A TRUE
 COPY
 OF THE ORIGINAL
 23/06/2021



**REPUBLIC OF SOUTH AFRICA
NATIONAL IDENTITY CARD**

Surname:
BRUWER
Names:
NICOLENE
Sex:
F
Nationality:
RSA
Identity Number:
8102020012680
Date of Birth:
02 FEB 1981
Country of Birth:
RSA
Status:
CITIZEN



Signature:



Conditions:

Date of issue:

This card has been issued by the
Department of Home Affairs in terms of the
Identification Act, Act 69 of 1997

20 FEB 2017

If found please return to the Department of Home Affairs
For enquiry or verification purposes contact 0800 60 11 80



103981837



RAEESA KHAN

**THE PLACE 1 SANDTON DRIVE
SANDHURST, SANDTON
COMMISSIONER OF OATHS EX OFFICIO
ADMITTED ATTORNEY
REPUBLIC OF SOUTH AFRICA**

**CERTIFIED A TRUE
COPY
OF THE ORIGINAL**

23/06/2021



RAEESA KHAN
 THE PLACE 1 SANDTON DRIVE
 SANDHURST, SANDTON
 COMMISSIONER OF OATHS EX OFFICIO
 ADMITTED ATTORNEY
 REPUBLIC OF SOUTH AFRICA

[Signature]
 CERTIFIED A TRUE
 COPY
 OF THE ORIGINAL
 23/06/2021

Municipal Accounts



a world class African city

Computer generated
TAX INVOICE

VUSUMUZI & SIPHOKAZI YOLANDE UNATHI
MAHLANGU
11 VAAL AVENUE
RIVER CLUB EXT.1
2191

You can contact us in the following ways

- Phone:
Tel: 0860 56 28 74
Fax: (011) 358-3408/9
- Correspondence:
P O BOX 5000
JOHANNESBURG
2000
- E-mail:
joburgconnect@joburg.org.za

VAT NO: CITY OF JOHANNESBURG: 4760117194 VAT NO: PIKITUP: 4790191292
VAT NO: JOHANNESBURG WATER: 4270181077 VAT NO: CITY POWER 4710191182

Date	2021/04/07
Statement for	April 2021
Physical Address	11 VAAL AVENUE
Stand No./Portion	00000276 - 00000 - 00
Township	RIVER CLUB EXT.1

Stand Size	Number of Dwellings	Date of Valuation	Portion	Municipal Valuation	Region
1983 m2	1	2018/07/01	E1	Market Value R 4,556,000.00	Region E WARD 103

Invoice Number: 106004516260	Next Reading Date: 2021/04/30
Client VAT Number:	Deposit: R 1,800.00

Account Number: 552350727

PIN CODE: 219717

Previous Account Balance	8,990.93
Sub Total	8,990.93
Interest on Arrears	5.12
Current Charges (Excl. VAT)	9,532.05
VAT @ 15%	1,006.10

90 DAYS +	60 DAYS	30 DAYS	CURRENT	INSTALMENT PLAN	TOTAL AMOUNT OUTSTANDING	Total Due
0.00	0.00	8,990.93	10,543.27	0.00	19,534.20	19,534.20
						Due Date
						2021/04/30

We notice that payment on your account was not received in full last month. If you have since paid we thank you and request that you ignore this message. If you had not yet paid please do so urgently

Remittance Advice:
This stub must accompany payment, please do not detach if paying at the post office

Date: 2021/04/07	VUSUMUZI & SIPHOKAZI YOLANDE UNATHI MAHLANGU
Acc. No.: 552350727	11 VAAL AVENUE

EasyPay 91115 5523507274

Postal Office 0146 552350727

Standard Bank City of Johannesburg Banking details:
Internet banking - Use the banks pre-loaded Company details
SBSA branch deposits - CIN no AA45 to be used in place of bank acc. nr.
Client Account No/Deposit Reference 552350727

516008800111159 55235072706

Total Due	19,534.20
Due Date	2021/04/30



Account Number: 552350727

City of Johannesburg Property Rates	VAT 4760117194	Sub - Total	Total Amount
Category of Property: Property Rates Residential The property rates are based on the market values of the property and are calculated as follows: R 4,556,000.00 X R 0.0080590 / 12 (Billing Period 2021/04) Less rates on first R350 000.00 of market value VAT: 0 %			
		3,059.73 - 235.05 0.00	2,824.68

City Power Electricity	VAT 4710191182	Sub - Total	Total Amount
(Reading period = 2021/02/26 to 2021/03/31 = 34 days) Energy meter readings and consumption: Meter no 14216154634 start reading 101,922.000 and end reading 104,470.000 = 2,548.000 kWh - Actual Reading Daily average consumption 74.941 kWh Charges for 2,548.000 kWh are based on a sliding scale for a 34 day period Step 1 558.522 kWh @ R 1.4242 (Billing Period 2021/04) Step 2 558.521 kWh @ R 1.6344 Step 3 1,117.043 kWh @ R 1.7550 Step 4 313.914 kWh @ R 1.8516 Extended Social Package Grant Network Surcharge kWh Network Surcharge kWh Service charge Network charge VAT: 15.00%			
		4,249.95 0.00 119.34 147.74 596.18 766.98	5,880.19

Johannesburg Water Water & Sanitation	VAT 4270191077	Sub - Total	Total Amount
(Reading period = 2021/02/07 to 2021/03/09 = 31 days) Meter readings and consumption: Meter no 150119360 start reading 2,779.000 and end reading 2,805.000 = 26.000 KL - Actual Reading Daily average consumption 0.839 KL Charges for 26.000 KL are based on a sliding scale for a 31 day period Step 1 6.111 KL @ R 0.0000 (Billing Period 2021/04) Step 2 4,074 KL @ R 18.990 Step 3 5.092 KL @ R 19.820 Step 4 5.093 KL @ R 27.790 Step 5 5.630 KL @ R 38.400 Extended Social Package Grant Demand Management Levy Sewer monthly charge based on Stand size 1983 m2 (Billing Period 2021/04) VAT: 15.00%			
		536.01 0.00 26.52 671.63 185.12	1,419.28

PIKITUP Refuse	VAT 4790191292	Sub - Total	Total Amount
WASTE MANAGEMENT SERVICE Refuse Charge VAT: 15.00%			
		360.00 54.00	414.00

Current Charges (Including VAT)

10,538.15

Where can a payment be made?

Any CoJ Office; any Post Office; any EasyPay site; any bank (branch, ATM or internet site).
YOUR ACCOUNT NUMBER IS YOUR REFERENCE NUMBER

How to make a payment

By debit order, cash or debit card.

KEEP ALL RECEIPTS FOR FUTURE REFERENCE

When to make a payment

Payments must reach the CoJ on or before the due date.

Change of address

This must be done timeously, in writing and submitted to any CoJ Municipal Regional Office.

Terminating electricity and water services?

This must be done in writing 7 working days before the date you want your services terminated and submitted to any CoJ Municipal Regional Office.



a world class African city

Computer generated
TAX INVOICE

JOHAN WILHELM & NICOLENE BRUWER
225 ROSALIND STREET
MURRAYFIELD
0184

You can contact us in the following ways

- ☎ Phone:
Tel: 0860 56 28 74
Fax: (011) 358-3408/9
- ✉ Correspondence:
P O BOX 5000
JOHANNESBURG
2000
- ✉ E-mail:
joburgconnect@joburg.org.za

VAT NO: CITY OF JOHANNESBURG: 4760117194 VAT NO: PIKITUP: 4790191292
VAT NO: JOHANNESBURG WATER: 4270191077 VAT NO: CITY POWER 4710191182

Date	2021/04/09
Statement for	April 2021
Physical Address	191 OUKLIP ROAD
Stand No./Portion	00000793 - 00000 - 00
Township	HELDERKRUIN EXT.1

Stand Size	Number of Dwellings	Date of Valuation	Portion	Municipal Valuation	Region
1523 m2	1	2017/08/24	C1	Market Value R 1,737,000.00	Region C WARD 83

Invoice Number: 136004410288	Next Reading Date: 2021/04/30
Client VAT Number:	Deposit: R 600.00

Account Number: 554525796

PIN CODE: 283119

Previous Account Balance	2,390.01
Less: Incoming Payment (Last Payment Made 2021/03/29)	- 2,425.00
Sub Total	- 34.99
Current Charges (Excl. VAT)	2,108.07
VAT @ 15%	176.48

90 DAYS +	60 DAYS	30 DAYS	CURRENT	INSTALMENT PLAN	TOTAL AMOUNT OUTSTANDING	Total Due
0.00	0.00	0.00	2,249.56	0.00	2,249.56	2,249.56
						Due Date
						2021/04/30

Comment on draft IDP & Budget. Join a public mtg from 8 April-5 May 2021 or submit via budgetinputs@joburg.org.za & input@joburg.org.za. Closing date 8 May 2021. Docs & details on www.joburg.org.z

Remittance Advice:
This stub must accompany payment, please do not detach if paying at the post office

Date: 2021/04/09	JOHAN WILHELM & NICOLENE BRUWER
Acc. No.: 554525796	191 OUKLIP ROAD

EasyPay 91115 5545257965	Standard Bank City of Johannesburg Banking details: Internet banking - Use the banks pre-loaded Company details SBSA branch deposits - CIN no AA45 to be used in place of bank acc. nr. Client Account No/Deposit Reference 554525796
--------------------------	--

Postal Office 0146 554525796	Total Due 2,249.56
<p>516008800111159 55452579604</p>	Due Date 2021/04/30

**Account Number: 554525796**

City of Johannesburg Property Rates	VAT 4760117194	Sub - Total	Total Amount
Category of Property: Property Rates Residential The property rates are based on the market values of the property and are calculated as follows: R 1,737,000.00 X R 0.0080590 / 12 (Billing Period 2021/04) Less rates on first R350 000.00 of market value VAT: 0 %		1,166.54 - 235.05 0.00	931.49

Johannesburg Water Water & Sanitation	VAT 4270191077	Sub - Total	Total Amount
(Reading period = 2021/02/19 to 2021/03/16 = 26 days) Meter readings and consumption: Meter no TKG5455 start reading 1,197.000 and end reading 1,209.000 = 12.000 KL - Actual Reading Daily average consumption 0.462 KL Charges for 12.000 KL are based on a sliding scale for a 26 day period Step 1 5.125 KL @ R 0.0000 (Billing Period 2021/04) Step 2 3.417 KL @ R 18.990 Step 3 3.458 KL @ R 19.820 Extended Social Package Grant Demand Management Levy Sewer monthly charge based on Stand size 1523 m2 (Billing Period 2021/04) VAT: 15.00%		133.43 0.00 26.52 671.63 124.73	956.31

PIKITUP Refuse	VAT 4790191292	Sub - Total	Total Amount
WASTE MANAGEMENT SERVICE Refuse Charge VAT: 15.00%		345.00 51.75	396.75

Current Charges (Including VAT)**2,284.55****Where can a payment be made?**Any CoJ Office; any Post Office; any EasyPay site; any bank (branch, ATM or internet site).
YOUR ACCOUNT NUMBER IS YOUR REFERENCE NUMBER**How to make a payment**

By debit order, cash or debit card.

KEEP ALL RECEIPTS FOR FUTURE REFERENCE

When to make a payment

Payments must reach the CoJ on or before the due date.

Change of address

This must be done timeously, in writing and submitted to any CoJ Municipal Regional Office.

Terminating electricity and water services?

This must be done in writing 7 working days before the date you want your services terminated and submitted to any CoJ Municipal Regional Office.

Postnet Suite 167
Private Bag X87
Bryanston
2021

kallynn
PROPERTY MANAGEMENT & HOSPITALITY

CONTACT - Leanne Cascaes
leanne@upfproperty.co.za
Mobile +27 83 307 7257
Fax +27 86 660 9612

STATEMENT	
Date	05/03/2021
Page	1
Account Number	ELL06B

Namane Magau

Stand 6
16 Banbury Street
Lyme Park
2191

Owner, Resident

ELLE LUXURY HOMES NPC
REGISTRATION 2015/263695/08

Date	Reference	Description	Debit	Credit
01/01/2021		BROUGHT FORWARD	3 615.40	
15/01/2021	REC	Payment Thank you		3 540.00
31/01/2021	INA00223	LEVY February 2021 Levy	3 500.00	
31/01/2021	INA00223	CSO CSOS Levy February 2021	40.00	
28/02/2021	INT.1221	Interest Charged	36.15	
28/02/2021	INA00231	LEVY March 2021 Levy	3 500.00	
28/02/2021	INA00231	CSO CSOS Levy March 2021	40.00	

120+ Days	90 Days	60 Days	30 Days	Current
0.00	75.40	3 540.00	3 576.15	0.00

© Softline (Pty) Ltd

Total Due
7 191.55

Please make payment to - PAYMENTS ARE DUE BEFORE THE FIRST DAY OF EACH MONTH
Elle Luxury Homes NPC
FNB Current Account 62834015556
FNB Generic Branch Code 250655

PLEASE NB - Use your Account Number as the payment reference **ELL06B**

AFFIDAVIT

I, the undersigned Terence Williams with ID Number 77081 15142 086

Do hereby make oath and state that –

1. I am an adult male.
2. The facts I depose to in this Affidavit are, save where the context appears otherwise, within my own personal knowledge and true and correct.
3. I hereby confirm that I am a tenant at a property located at Unit 211 Towers, Shannon Lane, Morningside, Sandton, 2146.
4. I hereby confirm that I do not get a municipal account as the account is in the name of landlord and address to him.

DocuSigned by:

Terence Williams

EE5002298F184AD...

DEPONENT

THUS SIGNED AND SWORN TO BEFORE ME AT Johannesburg on this the 8th
day of April of year 2021. The deponent having acknowledged that she knows and understand the content of this affidavit, and has no objection to taking the prescribed oath, that the oath which the deponent has taken in respect thereof is binding on the deponent's conscience, and that the contents of this affidavit are both true and correct.

DocuSigned by:

Caroline Impey

A91945807184481...

COMMISSIONER OF OATHS

EX OFFICIO:

CAROLINE IMPEY
COMMISSIONER OF OATH (RSA)
33 CAYMAN DRIVE, EIKENHOF,
1872



a world class African city

Computer generated
TAX INVOICE

NCOLOLWANE LEEU & NEO MAUREEN MORWE
PO Box 1566
RANDBURG
2125

You can contact us in the following ways

- Phone:
Tel: 0860 56 28 74
Fax: (011) 358-3408/9
- Correspondence:
P O BOX 5000
JOHANNESBURG
2000
- E-mail:
joburgconnect@joburg.org.za

VAT NO: CITY OF JOHANNESBURG: 4760117194
VAT NO: JOHANNESBURG WATER: 4270191077
VAT NO: PIKITUP: 4790191292
VAT NO: CITY POWER 4710191182

Date	2021/04/07
Statement for	April 2021
Physical Address	20 KWARTS AVENUE
Stand No./Portion	00000478 - 00000 - 00
Township	JUKSKEI PARK

Stand Size	Number of Dwellings	Date of Valuation	Portion	Municipal Valuation	Region
1487 m2	1	2018/07/01	E1	Market Value R 1,492,000.00	REGION E WARD 115

Invoice Number: 136004398627	Next Reading Date: 2021/04/22
Client VAT Number:	Deposit: R 1,570.25

Account Number: 550401790

PIN CODE: 236919

Previous Account Balance	5,787.22
Less: Incoming Payment (Last Payment Made 2021/03/18)	- 5,787.22
Sub Total	0.00
Current Charges (Excl. VAT)	4,789.06
VAT @ 15%	603.31

90 DAYS +	60 DAYS	30 DAYS	CURRENT	INSTALMENT PLAN	TOTAL AMOUNT OUTSTANDING	Total Due	
0.00	0.00	0.00	5,392.37	0.00	5,392.37	5,392.37	
						Due Date	2021/04/22

Comment on draft IDP & Budget. Join a public mtg from 8 April-5 May 2021 or submit via budgetinputs@joburg.org.za & idpinput@joburg.org.za. Closing date 8 May 2021. Docs & details on www.joburg.org.z

Remittance Advice:
This stub must accompany payment, please do not detach if paying at the post office

Date: 2021/04/07	NCOLOLWANE LEEU & NEO MAUREEN MORWE
Acc. No.: 550401790	20 KWARTS AVENUE

EasyPay 91115 5504017905	Standard Bank City of Johannesburg Banking details: Internet banking - Use the banks pre-loaded Company details SBSA branch deposits - CIN no AA45 to be used in place of bank acc. nr. Client Account No/Deposit Reference 550401790
--------------------------	--

51600880011159 55040179003

Total Due	5,392.37
Due Date	2021/04/22



Account Number: 550401790

City of Johannesburg Property Rates	VAT 4760117194	Sub - Total	Total Amount
Category of Property: Property Rates Residential The property rates are based on the market values of the property and are calculated as follows: R 1,492,000.00 X R 0.0080590 / 12 (Billing Period 2021/04) Less rates on first R350 000.00 of market value VAT: 0 %		1,002.00 - 235.05 0.00	766.95

City Power Electricity	VAT 4710191182	Sub - Total	Total Amount
(Reading period = 2021/02/26 to 2021/03/27 = 30 days) Energy meter readings and consumption: Meter no 48000529643 start reading 32,234.000 and end reading 33,332.000 = 1,098.000 kWh - Actual Reading Daily average consumption 36.600 kWh Charges for 1,098.000 kWh are based on a sliding scale for a 30 day period Step 1 492.813 kWh @ R 1.4242 (Billing Period 2021/04) Step 2 492.813 kWh @ R 1.6344 Step 3 112.374 kWh @ R 1.7550 Extended Social Package Grant Network Surcharge kWh Network Surcharge kWh Service charge Network charge VAT: 15.00%		1,704.53 0.00 36.30 147.74 435.24 348.57	2,672.38

Johannesburg Water Water & Sanitation	VAT 4270191077	Sub - Total	Total Amount
(Reading period = 2021/02/07 to 2021/03/10 = 32 days) Meter readings and consumption: Meter no 181174759 start reading 904.000 and end reading 936.000 = 32.000 KL - Actual Reading Daily average consumption 1.000 KL Charges for 32.000 KL are based on a sliding scale for a 32 day period Step 1 6.308 KL @ R 0.0000 (Billing Period 2021/04) Step 2 4.205 KL @ R 18.990 Step 3 5.257 KL @ R 19.820 Step 4 5.257 KL @ R 27.790 Step 5 10.513 KL @ R 38.400 Step 6 0.460 KL @ R 42.000 Extended Social Package Grant Demand Management Levy Sewer monthly charge based on Stand size 1487 m2 (Billing Period 2021/04) VAT: 15.00%		753.15 0.00 26.52 671.63 217.69	1,668.99

PIKITUP Refuse	VAT 4790191292	Sub - Total	Total Amount
WASTE MANAGEMENT SERVICE Refuse Charge VAT: 15.00%		247.00 37.05	284.05

Current Charges (Including VAT)

5,392.37

Where can a payment be made?

Any CoJ Office; any Post Office; any EasyPay site; any bank (branch, ATM or internet site).
YOUR ACCOUNT NUMBER IS YOUR REFERENCE NUMBER

How to make a payment

By debit order, cash or debit card.

KEEP ALL RECEIPTS FOR FUTURE REFERENCE

When to make a payment

Payments must reach the CoJ on or before the due date.

Change of address

This must be done timeously, in writing and submitted to any CoJ Municipal Regional Office.

Terminating electricity and water services?

This must be done in writing 7 working days before the date you want your services terminated and submitted to any CoJ Municipal Regional Office.



a world class African city

Computer generated
TAX INVOICE

MMAKGOLO M & SYDNEY K MHLARHI
PO Box 379
MORNING SIDE
2057

You can contact us in the following ways

- Phone:
Tel: 0860 56 28 74
Fax: (011) 358-3408/9
- Correspondence:
P O BOX 5000
JOHANNESBURG
2000
- E-mail:
joburgconnect@joburg.org.za

VAT NO: CITY OF JOHANNESBURG: 4760117194 VAT NO: PIKITUP: 4790191292
VAT NO: JOHANNESBURG WATER: 4270191077 VAT NO: CITY POWER 4710191182

Date	2021/04/07
Statement for	April 2021
Physical Address	166A ECCLESTON CRESCENT
Stand No./Portion	00001141 - 00001 - 00
Township	BRYANSTON

Stand Size	Number of Dwellings	Date of Valuation	Portion	Municipal Valuation	Region
1655 m2	1	2018/07/01	E1	Market Value R 6,824,000.00	Region E WARD 106

Invoice Number: 22004817834	Next Reading Date: 2021/04/22
Client VAT Number:	Deposit: R 9,961.66

Account Number: 555675850 **PIN CODE: 279851**

Previous Account Balance	21,600.98
Less: Incoming Payment (Last Payment Made 2021/03/06)	- 15,000.00
Sub Total	6,600.98
Interest on Arrears	19.06
Current Charges (Excl. VAT)	11,571.18
VAT @ 15%	1,083.49

90 DAYS +	60 DAYS	30 DAYS	CURRENT	INSTALMENT PLAN	TOTAL AMOUNT OUTSTANDING	Total Due
0.00	0.00	6,600.98	12,673.73	0.00	19,274.71	19,274.71
						Due Date
						2021/04/22

We notice that payment on your account was not received in full last month. If you have since paid we thank you and request that you ignore this message. If you had not yet paid please do so urgently

Remittance Advice:
This stub must accompany payment, please do not detach if paying at the post office

Date: 2021/04/07	MMAKGOLO M & SYDNEY K MHLARHI
Acc. No.: 555675850	166A ECCLESTON CRESCENT

EasyPay 91115 5556758505

Postal Office 0146 555675850

Standard Bank City of Johannesburg Banking details:
Internet banking - Use the banks pre-loaded Company details
SBSA branch deposits - CIN no AA45 to be used in place of bank acc. nr.
Client Account No/Deposit Reference 555675850

51600880011159 55567585000

Total Due	19,274.71
Due Date	2021/04/22



Account Number: 555675850

City of Johannesburg Property Rates	VAT 4760117194	Sub - Total	Total Amount
Category of Property: Property Rates Residential The property rates are based on the market values of the property and are calculated as follows: R 6,824,000.00 X R 0.0080590 / 12 (Billing Period 2021/04) Less rates on first R350 000.00 of market value VAT: 0 %		4,582.89 - 235.05 0.00	4,347.84

City Power Electricity	VAT 4710191182	Sub - Total	Total Amount
(Reading period = 2021/02/26 to 2021/03/31 = 34 days) Energy meter readings and consumption: Meter no 14262492466 start reading 129,178.000 and end reading 131,719.000 = 2,541.000 kWh - Actual Reading Daily average consumption 74.735 kWh Charges for 2,541.000 kWh are based on a sliding scale for a 34 day period Step 1 558.522 kWh @ R 1.4242 (Billing Period 2021/04) Step 2 558.521 kWh @ R 1.6344 Step 3 1,117.043 kWh @ R 1.7550 Step 4 306.914 kWh @ R 1.8516 Extended Social Package Grant Network Surcharge kWh Network Surcharge kWh Service charge Network charge VAT: 15.00%		4,236.99 0.00 118.92 147.74 435.24 740.83	5,679.72

Johannesburg Water Water & Sanitation	VAT 4270191077	Sub - Total	Total Amount
(Reading period = 2021/02/09 to 2021/03/09 = 29 days) Meter readings and consumption: Meter no 150038120 start reading 3,367.000 and end reading 3,408.000 = 41.000 KL - Actual Reading Daily average consumption 1.414 KL Charges for 41.000 KL are based on a sliding scale for a 29 day period Step 1 5.717 KL @ R 0.0000 (Billing Period 2021/04) Step 2 3.811 KL @ R 18.990 Step 3 4.764 KL @ R 19.820 Step 4 4.763 KL @ R 27.790 Step 5 9.528 KL @ R 38.400 Step 6 9.528 KL @ R 42.000 Step 7 2.889 KL @ R 52.990 Extended Social Package Grant Demand Management Levy Sewer monthly charge based on Stand size 1655 m2 (Billing Period 2021/04) VAT: 15.00%		1,218.30 0.00 26.52 671.63 287.46	2,203.91

PIKITUP Refuse	VAT 4790191292	Sub - Total	Total Amount
WASTE MANAGEMENT SERVICE Refuse Charge VAT: 15.00%		368.00 55.20	423.20

Current Charges (Including VAT)

12,654.67

Where can a payment be made?

Any CoJ Office; any Post Office; any EasyPay site; any bank (branch, ATM or internet site).
YOUR ACCOUNT NUMBER IS YOUR REFERENCE NUMBER

How to make a payment

By debit order, cash or debit card.
KEEP ALL RECEIPTS FOR FUTURE REFERENCE

When to make a payment

Payments must reach the CoJ on or before the due date.

Change of address

This must be done timeously, in writing and submitted to any CoJ Municipal Regional Office.

Terminating electricity and water services?

This must be done in writing 7 working days before the date you want your services terminated and submitted to any CoJ Municipal Regional Office.

Annexure 13: Lease Agreement for Servicing Branch

LEGAL & COMPLIANCE SOUTH AFRICA CONTRACTS SIGN-OFF SHEET

NAME OF CONTRACT	Agreement of Lease
PARTIES INVOLVED	Black River Park Investments (Pty) Ltd Aon SA (Pty) Ltd
BUSINESS OWNER	Sandra Hutchison
BUSINESS OWNER CONTACT NUMBER	011 944 7200
EMAIL CORRESPONDENCE	

SUMMARY OF DETAILS OF CONTRACT –

EXTERNAL LEGAL COUNSEL USED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
IF YES, WHO	Not Applicable
VETTED & APPROVED BY LEGAL ADVISOR	Nadia Giacobazzi
SIGNATURE & DATE	Refer attached email dd 15.03.2017
COMPLIANCE ASPECT APPROVED BY	N/A
SIGNATURE & DATE	N/A
COMMERCIAL ASPECT APPROVED BY	N/A
SIGNATURE & DATE	N/A
EXCO/BOARD DIRECTOR TO SIGN	Sandra Hutchison
DATE CONTRACT RETURNED TO LEGAL	
RECEIVED BY WHOM IN LEGAL DIVISION	Chantéle Loreti / Karen Frampton
DATE RECEIVED	

All originally signed contracts need to be sent to Chantéle Loreti / Karen Frampton for recordal onto the Contracts Database and for filing purpose.



AGREEMENT OF LEASE

BETWEEN

**BLACK RIVER PARK INVESTMENTS (PTY)
LTD.**

AND

AON SOUTH AFRICA (PTY) LTD

The Landlord hereby lets to the Tenant the leased premises as defined in and subject to the terms and conditions of the Schedule, the Standard Terms and Conditions of Lease and Annexures, as more fully set out hereafter

Just
202



SIGNED by the parties and witnessed on the following dates and at the following places respectively:

Signed at Sandton on this the 16th day of March 2017
AS WITNESSES: For: **AON SOUTH AFRICA (PTY) LTD**

1. *Nevendes* *S Hutchison*
Witness' signature who warrants that he is duly authorised thereto
Nishani Govender Name of Signatory: **Sandra Hutchison**
Full Name Capacity of Signatory: **Chief Information Officer**
78 12 30 0086 080
Identity Number

2. *[Signature]*
Witness' signature
Mona George
Full Name
44 0301 0109080
Identity Number

[Handwritten initials]
[Handwritten initials]



Signed at _____ on this the _____ day of _____ 20__.

AS WITNESSES:

For: **BLACK RIVER PARK INVESTMENTS (PTY) LTD**

1.

Witness' signature

who warrants that he is duly authorised thereto

Name of Signatory: **Craig Hall**

Full Name

Capacity of Signatory: **Portfolio Manager**

Identity Number

2.

Witness' signature

Full Name

Identity Number

[Handwritten initials]



1. THE LANDLORD

BLACK RIVER PARK INVESTMENTS (PTY) LTD (including its successors in title and assigns)
Registration No. 1999/016947/07
VAT Registration No. 4500184025
herein represented by: **Craig Hall**

2. THE LANDLORD'S ADDRESS

Domicilium: 5th Floor
19 Biermann Avenue
Rosebank
Gauteng
2196

Fax No.: 086 693 5973
Email: enquiries@redefine.co.za

3. THE TENANT

Tenant name **AON South Africa (Pty) Ltd**
Registration No. 1978/004501/07
Vat Registration No. 432 010 1498
herein represented by Sandra Hutchison

Identity No. 6710240107084



4. THE TENANT'S ADDRESS

Domicilium: The Place
1 Sandton Drive
Sandhurst
Sandton
2196

AND

5th Floor, The Terraces
Black River Park
2 Fir Street
Observatory
Cape Town
7925

Tel No: 011 944 7671
Cell No: 076 060 6554
E-Mail: jamie.hodges@aon.co.za

JH
SH



5. THE LEASED PREMISES

- 5.1. The leased premises comprise collectively :-
 - 5.1.1. Premises: **Office premises** measuring approximately **795.53** square metres in area situated on the **Fifth Floor** of the building ("the premises");
 - 5.1.2. Storage: **Storeroom premises** measuring approximately **24.20** square metres in area;
 - 5.1.3. Covered Parking: **34 (thirty four) bays.**
(bay numbers: LG19 – LG22, LG24, LG25, LG27 – LG32, LG42 – LG47, LG49 – LG54, B30, B52, B53, U80 – U86)

- 5.2. The building is known as **Terraces Building, Black River Park** and is erected on the site situated at **2 Fir Street, Observatory, Cape Town.**

- 5.3. The site referred to in 5.2 above is erf **163099** in the township of Cape Town.

6. OCCUPATION AND COMMENCEMENT DATE

- 6.1. Occupation Date: 01 August 2016
- 6.2. Commencement Date: 01 August 2016

7. TERMINATION DATE

31 July 2021

8. LEASE PERIOD

5 (five) years as from the commencement date to the termination date.

9. MONTHLY RENTAL

9.1 BASIC MINIMUM MONTHLY RENTAL

The basic minimum monthly rental payable by the TENANT to the LANDLORD shall be:

SMH
[Signature]

9.1.1. In respect of the premises:

FROM	TO	VAT EXCL. AMOUNT R	VAT R	VAT INCL. AMOUNT R
01 August 2016	31 July 2017	104, 826.99	14, 676.15	119, 505.81
01 August 2017	31 July 2018	113, 213.15	15, 849.84	129, 062.99
01 August 2018	31 July 2019	122, 270.20	17, 117.83	139, 388.03
01 August 2019	31 July 2020	132, 051.82	18, 487.26	150, 539.08
01 August 2020	31 July 2021	142, 615.97	19, 966.24	162, 582.21

The annual compound escalation rate inherent in the Monthly Rental Amounts reflected above is 8.00%

9.1.2. In respect of the storeroom premises

FROM	TO	VAT EXCL. AMOUNT R	VAT R	VAT INCL. AMOUNT R
01 August 2016	31 July 2017	1, 572.76	220.19	1, 792.95
01 August 2017	31 July 2018	1, 698.58	237.80	1, 936.38
01 August 2018	31 July 2019	1, 834.47	256.83	2, 091.30
01 August 2019	31 July 2020	1, 981.23	277.37	2, 258.60
01 August 2020	31 July 2021	2, 139.73	299.56	2, 439.29

The annual compound escalation rate inherent in the Monthly Rental Amounts reflected above is 8.00%

9.1.3. In respect of the covered parking bays

FROM	TO	VAT EXCL. AMOUNT R	VAT R	VAT INCL. AMOUNT R
01 August 2016	31 July 2017	34, 680.00	4, 855.20	39, 535.20
01 August 2017	31 July 2018	37, 454.40	5, 243.62	42, 698.02
01 August 2018	31 July 2019	40, 450.75	5, 669.11	46, 119.86
01 August 2019	31 July 2020	43, 686.81	6, 116.15	49, 802.96
01 August 2020	31 July 2021	47, 181.75	6, 605.45	53, 787.20

The annual compound escalation rate inherent in the Monthly Rental Amounts reflected above is 8.00%

9.2 OPERATING COSTS: N/A

9.3 CONTRIBUTION TOWARDS MUNICIPAL AND UTILITY CHARGES

The tenant shall contribute towards the municipal and utility charges levied upon the building and site in accordance with clause 23 of annexure A hereto and at the proportionate share as specified in item 10, below.



The current estimated monthly charge for the period ending 30 June 2017 in this respect shall be:

ASSESSMENT RATES (Office area) :	R5, 807.37 (excluding VAT)
ASSESSMENT RATES (Storeroom) :	R176.66 (excluding VAT)
CID LEVY (Office area) :	R739.84 (excluding VAT)
CID LEVY (Storeroom) :	R22.51 (excluding VAT)

Notwithstanding anything to the contrary contained in this lease; should the municipal and utility charges levied in respect of the site and/or building be increased after the commencement date and/or occupation date of the lease, then the tenant shall pay to the landlord it's proportionate share of such increase.

9.4 OTHER MONTHLY RENTAL COMPONENT: BATHROOM SERVICE FEE

FROM	TO	VAT EXCL. AMOUNT R	VAT R	VAT INCL. AMOUNT R
01 August 2016	31 July 2017	1, 750.00	245.00	1, 995.00
01 August 2017	31 July 2018	1, 890.00	264.60	2, 154.60
01 August 2018	31 July 2019	2, 041.20	285.77	2, 326.97
01 August 2019	31 July 2020	2, 204.50	308.63	2, 513.13
01 August 2020	31 July 2021	2, 380.86	333.32	2, 714.18

which shall escalate at a rate of **8.00%** per annum compound on the 1st of July for the duration of the period of the lease

10. TENANT'S PRO RATA SHARE

- 10.1. Tenant's Pro Rata Share in terms of all utility charges, eg. electricity, water, effluent and refuse is calculated on the basis of the ratio that the entire leased premises (excluding any and all parking bays) bears to the occupied area of the building.
- 10.2. Tenant's Pro Rata Share in terms Rates and CID levy is calculated on the basis of the ratio that the entire leased premises (excluding any and all parking bays) bears to the gross lettable area of the building.

11. USE OF LEASED PREMISES

Administrative offices only.

The premises shall be used for the purposes described in this item 11 only and for no other purpose what-so-ever. The use of the premises for any other use than described in this item 11 shall constitute a material breach of the lease.

SMU
8



12. SECURITY

12.1. Amount of deposit due: R656, 426.10

12.2. Suretyships required by: N/A

13. RESOLUTION

If the tenant is not a natural person, the tenant shall provide, on the date of signature hereof, a resolution authorising the signatory to the lease to sign the lease on the tenant's behalf. (See Annexure D)

14. COSTS OF DRAWING THE LEASE

The sum of R0.00 plus VAT at 14% thereon (creating a VAT-inclusive total of R0.00) being the costs incurred by the landlord in drawing this lease shall be borne and paid by the tenant on the date of signature of the agreement.

15. ANNEXURES

Annexure A	-	Terms and Conditions
Annexure B	-	Plan of Premises
Annexure C (Suretyship)	-	N/A
Annexure D	-	Company Resolution
Annexure E	-	Debit Order Instruction
Annexure F	-	Guarantee Format
Annexure G (Right of Renewal)	-	N/A
Annexure H	-	Tenant Installation
Annexure I	-	Special Clauses

Solid
B V



TERMS AND CONDITIONS OF LEASE

INDEX OF CLAUSES

1. INTERPRETATION AND DEFINITIONS
2. EXTENT OF THE LEASED PREMISES
3. COMMENCEMENT AND DURATION OF LEASE
4. RENT AND PAYMENTS
5. VALUE-ADDED TAX
6. DEPOSIT AND SECURITY
7. USE OF THE LEASED PREMISES
8. SUBLETTING, TRANSFER OF OWNERSHIP AND CESSION
9. ADVERTISING AND SIGNS
10. INSURANCE
11. CONTRAVENTION OF LAWS
12. ALTERATIONS AND ADDITIONS TO PREMISES
13. FIXTURES, FITTINGS AND EQUIPMENT
14. AIR CONDITIONING AND ELECTRICAL INSTALLATIONS INCLUDING INSTALLATION OF STANDBY ELECTRICITY GENERATING DEVICES BY THE TENANT
15. MAINTENANCE BY THE LANDLORD
16. MAINTENANCE OF THE LEASED PREMISES
17. OBLIGATIONS OF THE TENANT
18. LANDLORD'S ACCESS TO THE LEASED PREMISES
19. NOTIFICATION OF DEFECTS
20. LIMITATION OF LIABILITY OF LANDLORD
21. DESTRUCTION

gulf
18



22. USE OF COMMON AREAS
 23. MUNICIPAL CHARGES, LEVIES AND UTILITIES (CHARGES PAYABLE BY THE TENANT)
 24. RELETTING OF THE LEASED PREMISES OR SALE OF THE BUILDING
 25. CHANGE OF OWNERSHIP, REBUILDING AND RENOVATION
 26. DOMICILIUM CITANDI ET EXECUTANDI
 27. BREACH OF THE LEASE
 28. COSTS
 29. PARKING
 30. LOADING AND DELIVERY TO THE LEASED PREMISES
 31. REASONABLENESS OF WITHHOLDING CONSENT
 32. LIABILITY OF PARTNERS
 33. GENERAL
-

Sud
⑧ ✓



1. INTERPRETATION AND DEFINITIONS

- 1.1. In this lease and in the annexures hereto -
- 1.1.1. "the/this agreement" or "the/this lease" collectively means the agreement of lease to which these standard terms and conditions of lease are attached, the schedule, the annexures therein described and attached and these standard terms and conditions of lease;
- 1.1.2. "the appurtenances" means all the installations and appliances in and on the leased premises of which the landlord is the owner, including, without limiting the generality of the a foregoing, doors, door handles, keys, locks, windows, glass, water supply and sewerage system, and water pumps, basins, water taps, toilets, kitchens, ablution units, sprinkler systems, standby generators (where applicable), light fittings, electrical switches, power plug points, power skirting, firefighting appliances, air conditioners, mechanical ventilators, extraction systems, grease traps, partitions, fittings and fixtures, fixed carpets and geysers;
- 1.1.3. "the building" means the building referred to in item 5.2 of the schedule;
- 1.1.4. "the landlord" means the landlord described in item 1 of the Schedule;
- 1.1.5. "the landlord's address" means any one of the addresses referred to in item 2 of the Schedule;
- 1.1.6. "the landlord's architect" means the architect from time to time nominated and appointed by the landlord;
- 1.1.7. "the landlord's auditor" means the auditor from time to time nominated and appointed by the landlord;
- 1.1.8. "the landlord's quantity surveyor" means the quantity surveyor from time to time nominated and appointed by the landlord;
- 1.1.9. "the leased premises" means the leased premises more fully described in item 5.1 of the Schedule;
- 1.1.10. "the Common Areas" means those portions of the building and the site not designed or intended to form part of the usable areas let directly to tenants but which are used, instead, in common by all the tenants of and visitors to the building or the site including, but without derogating from the generality of the foregoing, entrances, exits, lifts, staircases, escalators, foyers, gardens, toilets, loading zones, parking areas, service roads, kitchens, malls, passages, service corridors and yards and all other amenities provided by the landlord for general use in common by tenants in the building, their servants, employers, clients and customers in or about the building or the site. Nothing contained in this definition shall be construed as imposing any obligation on the landlord to provide any such conveniences as are specifically mentioned above, unless stipulated otherwise in this lease;

SMU
✓ 15.



2. EXTENT OF THE LEASED PREMISES

If, for any reason, it becomes necessary or, in the opinion of the landlord, desirable for the area of the leased premises to be re-measured or calculated, the determination of the re-measurement or calculation by the landlord's architect of the leased premises' area shall be in accordance with the SAPOA method of measuring floor areas in office and industrial buildings and shall be final and binding on the parties.

3. COMMENCEMENT AND DURATION OF THIS LEASE

3.1. The tenant is in occupation.

~~3.2. Should the leased premises not be ready for occupation by the tenant on the commencement date of the lease as specified in item 6 of the Schedule for any reason whatsoever then the tenant shall have no claim for cancellation of this lease or for damages or for other right of action against the landlord and shall take occupation of the leased premises on the date upon which the leased premises are in fact ready for occupation, provided that the termination date as specified in item 7 of the Schedule shall in no way be varied by reason of the tenant taking occupation after the commencement date for any reason. Notwithstanding the above, should the leased premises not be ready for occupation by the tenant within 60 (sixty) calendar days of the commencement date, then the tenant shall have the right to cancel this lease provided that such delay has not been caused by the tenant.~~

3.3. In the event that the tenant is unable to take occupation on the commencement date, it shall be entitled to a remission of rent for the period involved provided that such inability is directly attributable to fault on the part of the landlord, its servants or agents. The onus of showing fault on the part of the landlord, its servants or agents shall be on the tenant.

3.4. Should any dispute arise as to when the leased premises are in fact ready for occupation, the decision of the landlord's architect in regard to such a dispute shall be final and binding on the parties.

3.4. The tenant acknowledges that, at the commencement date, or the date upon which the tenant takes occupation of the leased premises, the tenant may suffer a certain amount of inconvenience resulting from building operations required in completing the building or the leased premises, as well as from temporary interruption in supply of electricity or other amenities and the tenant shall have no claim against the landlord for compensation or damages by reason of any such inconvenience or interruption.

INITIAL HERE
TENANT AND
WITNESSES

163
✓

4. RENT AND PAYMENTS

4.1. The rental and other amounts payable by the tenant to the landlord as set out in item 9 of the schedule (read with clauses 5 and 6 of the Standard Terms and Conditions of Lease) shall be payable monthly, in advance, on or before the first day of each calendar month.

SMT
S/O



- 4.2. All payments to be made in terms of this lease by the tenant to the landlord shall be made free of exchange, without deduction, set-off or demand at the landlord's address or any amended address given in terms of clause 26 of these Standard Terms and Conditions of Lease. The landlord shall be entitled to require the tenant to effect payment of all amounts due under this lease by means of direct deposit, or by means of a direct debit system of payment, operating on an account held by the tenant with a financial institution chosen by the tenant, provided that such financial institution is able to immediately transfer payment to the banking account of the landlord or its nominee. Payment of any amount due under this lease shall be deemed to have been made only when the relevant amount has been duly credited to the banking account of the landlord or its nominee.
- 4.3. Without prejudice to and in addition to the other rights and remedies of the landlord, the tenant shall pay the landlord interest on any moneys due but unpaid by the tenant to the landlord in terms of this lease, such interest to be calculated at the rate of 2% (two percent) per annum higher than the prime rate of interest levied by the landlord's bank to the landlord, provided that the interest payable by the tenant to the landlord shall not be less than 10% (ten percent) per annum, and such interest shall be compounded monthly from the due date for payment of the moneys in respect of which the interest is chargeable until the payment of such moneys in full.
- 4.4. The tenant shall not be entitled to attach the condition to any payment submitted to the landlord to the effect that it is being tendered in full and final settlement of the tenant's obligations. Any such condition purporting to be in full and final settlement shall not be binding on the landlord when and until the landlord shall have notified the tenant to the contrary.

5. VALUE-ADDED TAX

- 5.1. All amounts referred to in this lease, unless otherwise stated, exclude value added tax ("VAT") payable in terms of the Value Added Tax Act, No. 89 of 1991, as amended, and any other rates, taxes or imposts which may be payable thereon.
- 5.2. Should the rate of VAT be altered at any time, then the amounts of VAT, wheresoever stated in this lease, shall be adjusted accordingly.
- 5.3. In respect of any amounts payable by the tenant under this lease which are not quantified herein and which attract VAT, the tenant shall pay to the landlord the total of each such amount and the VAT thereon at the prevailing rate from time to time.
- 5.4. In the event of any other form of tax, imposed by Government or any regional, local or other competent authority, being payable by the landlord on the rent or on any other amount due by the tenant in terms of this lease, the tenant shall refund to the landlord on demand the amount of such tax or other amount so payable by the landlord, save that in the event that such refund is not permitted in terms of any law or regulation, then the rent shall increase by the amount of such tax with effect from the date such tax is payable, provided that any such increase in the rent arising out of such tax shall not be taken into account for the purposes of calculating any escalation of the rent in terms of this lease.

SMU
G V



6. DEPOSIT AND SECURITY

- 6.1. All the obligations of the tenant in terms of this lease shall be secured by the delivery to the landlord at the landlord's address of an irrevocable guarantee by a registered bank for the amount specified in item 12.1 of the schedule and substantially in the form of Annexure F, which guarantee shall be drafted so as to expire three months after the termination date of this agreement. The tenant shall not be entitled to set off against the guarantee amount any rent or any other amount payable by the tenant to the landlord.
- 6.2. ~~Alternatively to clause 6.1, the tenant may opt to provide, and the landlord may opt to require, a cash deposit for the amount specified in item 12.1 of the schedule. The deposit shall be paid to and retained by the landlord until after the vacating of the premises by the tenant and the complete discharge of all the tenant's obligations to the landlord arising from the lease. The tenant shall not be entitled to set off against the deposit amount any rent or any other amount payable by the tenant to the landlord.~~ INITIAL HERE
TENANT AND
WITNESSES
- 6.3. The landlord shall have the right of applying the whole or portion of the proceeds of the bank guarantee and/or the deposit towards payment of the rent or the amount of any other obligation of whatsoever nature for which the tenant is responsible including damages arising on cancellation. If any portion of the bank guarantee or cash deposit is so applied, the tenant shall forthwith reinstate the bank guarantee or cash deposit to its original amount.
- 6.4. The bank guarantee or cash deposit, as the case may be, shall be delivered or paid to the landlord on or before the occupation / commencement date of the lease, whichever is the earlier.
- 6.5. ~~In the event of the tenant being a private company, close corporation, trust or other legal entity, the landlord shall procure that the sureties named in item 12.2 of the Schedule bind themselves jointly and severally as surety and co-principal debtors jointly and severally to the landlord for the due fulfillment by the tenant of all terms of the lease and any renewal thereof in the form of Annexure C.~~ INITIAL HERE
TENANT AND
WITNESSES

7. USE OF THE LEASED PREMISES

- 7.1. The tenant shall not use the leased premises for any purpose other than for the purpose set out in item 11 of the schedule without the landlord's prior written consent. The use of the premises for any other use than that described in item 11 of the schedule shall constitute a material breach of this agreement. The landlord does not warrant that any other tenant in the building shall not compete with any businesses of the tenant.
- 7.2. The landlord does not warrant that the leased premises are fit for the purposes for which they are let or that the tenant will be granted a license in respect of the leased premises for the conduct of the business of the tenant or that any license granted will be renewed. There shall be no liability on the landlord to do any work or make any alterations or repairs to the interior of the leased premises to comply with the requirements of any relevant authority after the tenant has effected alterations or additions to the interior of the leased premises.

[Handwritten initials]



- 7.3. The tenant shall at all times ensure that no unduly loud noise, nuisance or source of annoyance to third parties emanates from the leased premises.
- 7.4. The tenant shall not bring into, or place any safe or other heavy article in, the leased premises or permit the loading of any floor, wall or ceiling of the leased premises over and above such limits as may be specified by the landlord from time to time.
- 7.5. The tenant shall not allow or cause to be allowed any obstruction or interference to the use by others of the common property which is attributable directly or indirectly to the manner in which the tenant makes use of the leased premises.
- 7.6. The tenant shall not permit, nor attach to the walls or ceiling or place on the floor of the leased premises any fittings, appurtenances or equipment which shall or might in the landlord's sole discretion constitute too heavy a load therefore;
- 7.7. The tenant shall not hold or permit the holding of sales by public auction in or upon the leased premises without the landlord's prior written consent.
- 7.8. The tenant shall not do anything which detracts from the appearance of the building.
- 7.9. The landlord shall have the right to locate, or relocate as the case may be service mains and other facilities within the leased premises when required in terms of any by-law or regulation or when in the opinion of the landlord's architect (which shall be final and binding on the parties), this is dictated by requirements of engineering design or good practice or both. Service mains will be located so as to cause minimum interference with the tenant and will be unobtrusive in appearance if reasonably possible.
- 7.10. The tenant agrees to comply with the landlord's security and fire protection regulations, which may exist in respect of the building from time to time and undertakes to endeavor to secure compliance therewith by its employees.
- 7.11. The tenant shall not conduct any trade or display any of its goods, products or services outside the leased premises without the landlord's prior written consent. The tenant hereby consents to the removal by the landlord or its agents, at the tenant's expense, of any goods or products traded or used for trading in breach of the provisions of this clause.
- 7.12. The tenant shall ensure that the décor of the leased premises accords with and is maintained at a level which is in keeping with the design criteria set or introduced from time to time by the landlord for the building, and if requested by the landlord, upgrade the décor of the leased premises to a level which is keeping with the said criteria. For the purpose of this clause 7.12, the term 'the décor of the leased premises' shall include, but shall not be limited to, the entrances to the leased premises, the signs therein and thereon, the ceiling, lighting and flooring therein, and all the fixtures and fittings therein.
- 7.13. The tenant shall ensure that no part of the leased premises is used as residential accommodation at any time during the currency of this lease or any renewal or extension thereof.

SMD
B ✓



8. SUBLETTING, TRANSFER OF OWNERSHIP AND CESSION

- 8.1. The tenant shall not cede or assign or mortgage or pledge any of its rights under this lease, nor sublet the leased premises or any part thereof, nor allow anyone else to occupy the leased premises or any part thereof on any conditions whatsoever or for any reason whatsoever without the landlord's prior written consent, which consent shall not be unreasonably withheld.
- 8.2. If the tenant is a company whose shares are not listed on a recognised stock exchange, no shares therein shall be transferred from its present shareholders, nor may any shares be beneficially allotted to any persons other than such shareholders without the landlord's prior written consent which, in the case of an allotment or transfer of shares shall still leave control of the tenant with the beneficial shareholders as at the commencement of this lease or of a transfer of shares to a deceased shareholder's heirs, shall not be unreasonably withheld. Any transfer or allotment of shares effected, without such consent, which consent shall not be unreasonably withheld, shall constitute a breach of the terms of this lease by the tenant. For the purpose hereof, a change of ownership of shares even if not accompanied by a transfer of such shares shall be deemed to be a transfer of shares.
- ~~8.3. If the tenant is a close corporation no member's interest therein shall be transferred from its present members to any other persons other than such members without the landlord's prior written consent which, in the case of a transfer of interest shall still leave control of the tenant with the beneficial members as at the commencement of this lease or of a transfer of interest to a deceased member's heirs, shall not be unreasonably withheld. Any transfer of member's interest affected without such consent shall constitute a breach of this lease by the tenant. For the purposes hereof a change of beneficial ownership of member's interest even if not accompanied by a transfer of such member's interest shall be deemed to be a transfer of member's interest.~~

INITIAL HERE
TENANT AND
WITNESSES

[Handwritten initials]

9. ADVERTISING AND SIGNS

- 9.1. The tenant shall not be entitled to affix, paint, erect, install or display any advertising or other signs (including neon signs) on the windows, doors, entrances, exterior or roof of the leased premises or the building, or anywhere else on the property, without the landlord's prior written consent, which consent shall not be unreasonably withheld. When applying for such consent the tenant shall submit to the landlord in duplicate plans drawn to scale of each sign or advertisement together with all relevant information relating thereto including, inter alia, details of the size and depth of letters to be used, the materials to be used, and the method of manufacture, illumination and attachment to, or suspension from, the leased premises, the building or the site. The landlord shall have the right to refuse such consent should the landlord deem in its sole discretion that any aspect of the sign or advertisement is not in keeping with the landlord's signage requirements or with the general signage or aesthetics of the building. In the event of such consent being granted, then the tenant shall -
 - 9.1.1. keep and maintain any such signs in good, clean and proper working order and condition and comply with the requirements of any competent authority pertaining to such signs. Should the tenant fail to do so the landlord shall be entitled, after giving the tenant 14 (fourteen) days' written notice, to attend to the maintenance of the signs or compliance with the requirements of any competent authority in such manner as the landlord

INITIAL HERE TENANT
AND WITNESSES

[Handwritten initials]



deems necessary and to recover the costs of so doing from the tenant on demand;

9.1.2. indemnify the landlord against all claims of whatsoever nature made against the landlord as a result of the installation, erection or operation of such signs.

9.2. The tenant shall, by no later than the termination date remove all signs affixed, painted, placed displayed, erected or installed by it with or without the landlord's written consent and make good at its own cost any damage caused as a result of such removal. Should the tenant fail to so remove all signs or make good any such damage, the landlord shall be entitled to do so and to recover the costs thereof from the tenant.

9.3. The tenant shall not affix any poster, placards or notices to the external aspects/faces, windows, doors or walls of the leased premises or anywhere else on the building, or the property, without the landlord's prior written consent, which consent shall not be unreasonably withheld.

9.4. ~~The tenant will be responsible for all costs levied by any Local or other responsible Authority in respect of the tenant's signage on the exterior of the building or anywhere else on the property. If the signage relates exclusively to the leased premises, the tenant shall be liable to pay to the landlord the full amount thereof. If such signage does not relate exclusively to the leased premises, the tenant shall be liable to pay to the landlord a pro-rata contribution in respect thereof.~~

INITIAL HERE
TENANT AND
WITNESSES

10. INSURANCE

10.1. The landlord shall insure the building against all standard risks.

10.2. The tenant shall not do or omit to do anything or keep in or on the leased premises anything or allow anything to be done or kept in or on the leased premises which in terms of any fire insurance policy held from time to time by the landlord in respect of the building and/or the leased premises may not be done or kept therein, or which may render any such policy void or voidable and the tenant shall comply in all respects with the terms of any such policy provided that if any premium payable in respect of any such policy is increased -

10.2.1. by reason of the nature or scope of the business which the tenant carries on in the leased premises in terms of this lease; or

10.2.2. as a result of the tenant not complying with the aforesaid provisions;

then, without prejudice to any other rights, which the landlord may have as a result thereof, the tenant shall on demand refund to the landlord the amount of that additional premium.

10.3. The tenant shall be obliged at its cost to take out and keep in force during this lease a public liability insurance policy for such an amount which will not be less than R20,000,000 as will provide indemnity in respect of all claims which may foreseeable be made against the tenant arising out of its business in the leased premises. Should there be any dispute between the parties as to the amount of the insurance or the terms and conditions of the policy, such dispute shall be referred to the landlord's an independent auditor for its decision, which shall be final and binding on the parties.

INITIAL HERE
TENANT AND
WITNESSES

INITIAL HERE
TENANT AND
WITNESSES

INITIAL HERE
TENANT AND
WITNESSES

Sout
✓

Should the parties fail to agree to an Independent Auditor, The South African Institute of Chartered Accountants (SAICA) shall appoint an auditor.

10.4. The tenant shall be responsible for any glass, both internal and external, mirrors and window panels in or on the leased premises and shall be obliged at its expense to replace any such glass, mirrors or window panels as may be damaged however and by whomsoever such damage shall be caused. Without prejudice to and without absolving it from its aforesaid obligations, the tenant shall, except for any period during which the landlord may elect to do so, insure glass and window panels against damage and maintain the insurance in force throughout its occupation of the leased premises. ~~The tenant shall on demand by the landlord cede the policy of insurance to the landlord as security for its obligations hereunder.~~

INITIAL HERE
TENANT AND
WITNESSES

INITIAL HERE
TENANT AND
WITNESSES

10.5. The tenant shall be responsible for any loss or damage caused by the Tenant, its employees, agents or visitors ~~suffered from any cause whatsoever~~, and which, without derogating from the generally hereof, shall include damage or loss to its stock, fixtures, fittings, equipment, alterations and or additions carried out to the leased premises, including electrical and mechanical services/installations, and for the reinstatement thereof at its expense. The tenant is obliged to arrange appropriate insurance cover for such losses or damage.

INITIAL HERE
TENANT AND
WITNESSES

11. CONTRAVENTION OF LAWS

11.1. The tenant Neither party shall not contravene or permit the contravention of any law, by-law, ordinance, proclamation or statutory regulation or the conditions of any license relating to or affecting the occupation of the leased premises or the carrying on of the tenant's business in the leased premises.

INITIAL HERE
TENANT AND
WITNESSES

INITIAL HERE
TENANT AND
WITNESSES

11.2. The tenant Neither party shall not contravene or permit the contravention of -

11.2.1. the conditions of the title deeds relating to, or

11.2.2. any law, by-law or statutory regulation which the landlord is required to observe in respect of the site, on which the building is situate.

INITIAL HERE
TENANT AND
WITNESSES

12. ALTERATIONS AND ADDITIONS TO PREMISES

12.1. The tenant shall not without the prior written consent of the landlord which consent shall not be unreasonably withheld, make any alterations or additions to the leased premises, the building or the roof thereof, nor shall the tenant in any way interfere or tamper with any part of the building, the leased premises, or the utility service systems or fixtures and fittings thereof.

12.2. It is expressly recorded that the tenant shall have no claim of whatsoever nature for any alterations or additions effected by the tenant to the premises, whether such improvements were effected with or without the landlord's consent. The tenant furthermore hereby expressly waives and abandons any improvement lien that it may have in respect of any alterations or additions made to the leased premises and expressly acknowledges that it shall have no right to occupy the leased premises pending the outcome of any legal or other dispute that may arise between the parties in respect of any alleged improvement lien.

[Handwritten signature]



However, the tenant shall be liable to reimburse the landlord on demand for any and all costs incurred by the landlord in having such improvements or alterations removed and the leased premises reinstated on behalf of the tenant.

- 12.3. Any alterations or additions effected by the tenant (for which the landlord's consent shall be required), including the installation of any signage or entrances in the leased premises or the building shall be carried out in accordance with the landlord's design criteria from time to time determined or introduced by the landlord, shall be known as "the tenant's work", and shall further be done in accordance with the following conditions -
- 12.3.1. All tenant's work shall be carried out by and at the tenant's expense, and shall be executed, where applicable, by consultants, contractors and sub-contractors approved by the landlord in writing, which consultants, contractors and sub-contractors shall comply with such reasonable rules and regulations as to safety, administration and co-ordination as the landlord may stipulate.
- 12.3.2. All the said contractors and sub-contractors and suppliers shall be deemed to have given a complete waiver of any liens to which they may be entitled.
- 12.3.3. In the event that the tenant's and landlord's consultants, contractors and sub-contractors are required to work in conjunction with one another, then, in the further event of a conflict or dispute between them arising, the tenant shall immediately remove its consultants, contractors and sub-contractors from the leased premises and the building or site to the extent necessary so as to remove and/or end the conflict or dispute.
- 12.3.4. The tenant shall keep and maintain at its own cost all tenant's work in good order and condition including keeping the site clean and tidy by regular removal of rubble, debris and the like and the tenant shall be liable to pay to the landlord any additional local authority and/or utility charges of what-so-ever nature and/or insurance premiums levied or charged as a result of the said tenant's work.
- 12.3.5. The tenant shall not make any alterations to the electrical and air-conditioning installations on the leased premises, unless such related design and work is carried out by professional consultants and contractors. The tenant shall ensure that on completion of the electrical installation that an electrical certificate of compliance is issued by the electrical contractor and copied to the landlord.
- 12.3.6. The proposed scope of work plans and specifications shall be required to be approved by the landlord in writing prior to the commencement of any of the tenant's work.
- 12.3.7. All plans and any other documentation required by the landlord and/or any competent authority shall be required to be submitted by the tenant to and approved by the relevant competent authority, including the relevant local authority prior to the commencement of any work of the tenant's work, which submissions shall be for the tenant's sole cost.

SUB N
②

12.3.8. The tenant's contractor shall be required to hold appropriate insurance cover in respect of contractors' all risks, SASRIA and public liability insurance, copies of which policies shall be required to be furnished to the landlord on request.

12.3.9. The tenant indemnifies the landlord against claims, proceedings, direct damages, costs and expenses arising from alteration or additions made to the leased premises provided that such claims, proceedings, damages, costs and expenses were caused by the tenant's gross negligence or willful misconduct and its agents against any claims proceedings, damages, costs and expenses arising from the tenant's work.

INITIAL HERE
TENANT AND
WITNESSES

INITIAL HERE
TENANT AND
WITNESSES

12.3.10. The tenant shall make good timeously any physical loss or damage to the leased premises, building or site, which shall include removing from site all debris resulting from the tenant's work.

12.3.11. The tenant shall comply with the orderly management of the works on site, failing which the landlord reserves the right to suspend all on-site work until the tenant demonstrates, to the satisfaction of the landlord, that orderly management will be restored to the tenant's work.

12.4. Should the landlord elect or agree to cause its contractors and sub-contractors to do the tenant's work on the tenant's behalf and at the tenant's expense, a certificate signed by a duly authorized representative of the landlord, reflecting the cost of such work, which cost shall include the fees and disbursements of any professional consultants appointed by the landlord to supervise the work, shall be prima facie proof of such costs final and binding on the tenant and shall be paid payable by the tenant on demand within 7 (seven) days of presentation of the certificate referred to above.

INITIAL HERE
TENANT AND
WITNESSES

12.5. If consent is given by the landlord in terms of 12.1 of this clause, then during the currency of this lease or any extension thereof such alterations or additions shall not be removed or altered by the tenant, and upon the termination of this lease -

12.5.1. if the tenant is required to do so by the landlord in writing, within 3 (three) days before the termination date, the tenant shall remove the said alterations or additions and reinstate the building and/or the leased premises, as the case may be, at the tenant's cost, to the same condition that existed prior to the carrying out of such alterations or additions, and if the tenant fails to do so after notice as aforesaid, the landlord shall be entitled to remove the said alterations or additions and reinstate the building and/or the leased premises as aforesaid at the tenant's cost;

12.5.2. if the landlord does not exercise its right in terms of 12.5.1 of this clause, the said alterations or additions shall not be removed by the tenant but shall become the landlord's property and no compensation therefor shall be due or paid by the landlord and the tenant hereby waives any claim in respect of such additions or alterations.

12.6. In the event of any dispute arising as to whether any alteration or addition is structural, non-structural or merely a fixture or fitting, a certificate of the landlord's architect shall be final constitute prima facie proof of any alterations or additions and binding on both the landlord and the tenant.

INITIAL HERE
TENANT AND
WITNESSES

INITIAL HERE
TENANT AND
WITNESSES

INITIAL HERE
TENANT AND
WITNESSES

SMD



- 12.7. If the tenant effects any alterations or additions to the building or the leased premises without the landlord's prior written consent or if they do not comply with the provisions of clause 12.3, the landlord shall be entitled to instruct the tenant to remove such alterations at any time during the lease period or to deem that such consent has been given and to exercise its rights in terms of 12.5.2 of this clause.
- 12.8. If the tenant is obliged by the landlord to remove any alterations or additions, fixtures, fittings or equipment and reinstate the leased premises and, for the purpose of so doing, the tenant remains in occupation of the leased premises after the termination of this lease, then the tenant shall be liable to continue to pay the rent which was payable immediately before such termination, and shall be bound by all other provisions in terms of this lease in respect of such period of occupation and for such further damages as may accrue to the landlord arising there from.

13. FIXTURES, FITTINGS AND EQUIPMENT

The tenant shall, with the landlord's prior written consent, which consent shall not be unreasonably withheld, be entitled from time to time to install in the leased premises, such fixtures, fittings and equipment (excluding air conditioning units) as may be required or necessary for the carrying on of the tenant's business, and provided that such installations shall be -

- 13.1. in keeping with the general finish of the building and with the design criteria set or instructed by the landlord from time to time; and
- 13.2. removed by the tenant, at its cost, within 3 (three) days before the termination date of this lease, whether by expiration or earlier termination of this lease, if so required by the landlord, provided that any damage caused to the leased premises as a result of any such removal shall be made good by the tenant, at its cost. Should the tenant fail to effect such removal or make good such damage, these shall become the property of the landlord, at no cost to the landlord, or the landlord shall be entitled to make good such damage and to recover the costs thereof from the tenant.

14. AIR CONDITIONING AND ELECTRICAL INSTALLATIONS INCLUDING INSTALLATION OF STANDBY ELECTRICITY GENERATING DEVICES BY THE TENANT

- 14.1. The tenant shall not be entitled to install any air conditioning units in or about the leased premises without the prior written consent of the landlord, which consent shall not be unreasonably withheld.
- 14.2. Subject to clause 14.4 below, the tenant shall not change or interfere with the electrical or air conditioning installations in the leased premises or the building without the prior written consent of the landlord, which consent shall not be unreasonably withheld. The tenant shall be obliged to obtain an Electrical Compliance Certificate at its cost, covering any alterations made by the tenant to the electrical installation in the leased premises during the term of this lease and is to provide a copy thereof to the landlord.

Sub
A ✓



- 14.3. The tenant shall not be entitled to install in the leased premises any electric computers or electrical installations or appliances, not amounting to normal accounting and business machines, without the prior written consent of the landlord, which consent shall not be unreasonably withheld.
- 14.4. Without derogating from the generality of clause 16.1.1 the tenant shall at all times and at its own cost maintain and keep in good working order and condition all dedicated air-conditioning units serving the leased premises. The tenant shall, if called upon to do so, exhibit to the landlord the maintenance contract in respect thereof.
- 14.5. The landlord shall at its cost unless otherwise provided for in the lease, provide to the tenant on or before the date of occupation or commencement of the lease, whichever is the earlier, an up to date Electrical Compliance Certificate issued in accordance with the legislation referred to in 16.1.9 below, for the leased premises to be occupied by the tenant. On expiry or early termination of this lease for any reason, whether or not electrical or other alterations have been made to the premises, the tenant shall at its cost furnish to the landlord, as part of its reinstatement commitments in terms of the lease an up to date Electrical Compliance Certificate as referred to above.
- 14.6. Should the tenant wish to install an engine driven or any other form of standby equipment for the supply of electricity to the leased premises, the following conditions shall apply -
 - 14.6.1. The landlord's prior written consent shall be obtained, which consent shall not be unreasonably withheld.
 - 14.6.2. Unless otherwise agreed to in writing by the parties, the tenant shall enter into a separate agreement with the landlord's nominated specialist for the supply installation, maintenance and final removal of the equipment, on terms and conditions (with particular reference to appropriate insurance cover to be arranged) acceptable to all parties in order to ensure that the installation complies with all safety and other applicable laws, regulations and by-laws.
 - 14.6.3. Without prejudice to any rights of the landlord, the tenant indemnifies the landlord against all losses, liabilities, damages, costs (including legal costs), expenses and claims, which are brought against the Landlord as a result of or in connection with the installation, maintenance operation, and eventual removal of the standby equipment, provided that such losses, liabilities, damages, costs (including legal costs), expenses and claims were caused by the tenant's gross negligence or willful misconduct. at law or in terms of this lease agreement, the tenant indemnifies the landlord against all actual or contingent losses, liabilities, damages, costs (including legal costs on the scale as between attorney and own client and any additional legal costs) expenses and claims of any nature whatsoever which the tenant may incur or which are brought against the landlord as a result of or in connection with the installation, maintenance operation and eventual removal of the standby equipment.

INITIAL HERE
TENANT AND
WITNESSES

✓

SULT

✓



15. MAINTENANCE BY THE LANDLORD

The landlord shall keep and maintain in good order, condition and repair during the currency of this lease or any renewal or extension thereof the roof and exterior of the leased premises excluding the tenant's external signage.

16. MAINTENANCE OF THE LEASED PREMISES

16.1. The tenant shall at its own cost -

16.1.1. keep and maintain in good order and condition the leased premises and shall repair, or replace as the case may be, all aspects of the leased premises which, without derogating from the generality hereof, shall include the appurtenances, including but not limited to any services, electrical supply, the supply and/or interruption of either hot or cold water in respect of the geysers, as well any dedicated air-conditioning units exclusively serving the leased premises in strict accordance with the manufacturers' instructions, and on termination of this lease shall deliver the same to the landlord in good order and condition, including repainting the leased premises. The tenant shall upon the written request of the landlord, provide copies of the air-conditioning maintenance agreement, plus proof of payment of any amounts due to the landlord. As per clause 20.1.2, the landlord shall bear no liability in respect hereof. If there is any dispute between the parties as to the extent of the reinstatement required in terms of this clause, the dispute shall be referred to the landlord's an independent architect (agreed to by both parties), whose decision shall be final and binding on the parties. Should the parties fail to agree on an independent architect, The South African Institute of Architects shall appoint an Architect;

INITIAL HERE
TENANT AND
WITNESSES

16.1.2. prevent any blockage of sewerage or water pipes or drains in or used in connection with the leased premises and shall remove at its cost any obstruction or blockage in any sewer, water pipe or drains serving the leased premises and, where necessary, repair the sewer, water pipe or drain concerned;

16.1.3. pay for and replace where necessary all fluorescent bulbs, starters, ballasts and incandescent bulbs used in the leased premises and shall be responsible to maintain all light fittings in the leased premises in proper order and clean condition;

16.1.4. except for normal fixturing purposes, not drive or permit to be driven into the floors, walls or ceiling of the leased premises and/or the building any nails, screws or other instruments or articles, nor in any manner whatsoever do or permit anything to be done that may possibly damage the floors, walls or ceilings or any other portion of the leased premises and/or the building;

16.1.5. ensure that all ~~sprinkler and other~~ hand held fire-prevention equipment are maintained in accordance with the requirements of any and all legislation (including local authority requirements) as well in accordance with the requirements of the tenant's and/or landlord's insurance policy.

INITIAL HERE
TENANT AND
WITNESSES

Smuts



- 16.1.6. keep and maintain in good order and condition any carpeting in the leased premises, and shall, on the expiry or earlier termination of this lease, deliver such carpeting to the landlord in good order and condition, fair wear and tear alone excepted. It is specifically recorded that, for the purpose of this clause, "fair wear and tear" shall not apply to usage of the carpets other than for pedestrian traffic and shall not release the tenant of its obligation to clean the carpets at regular intervals;
 - 16.1.7. be responsible for the cleaning of the leased premises, which shall include but not be restricted to, the removal of all refuse from the leased premises to a place in the building designated by the landlord and the provision of all soaps, hand towels, toilet paper and the like, should toilet/kitchen facilities form part of the leased premises;
 - 16.1.8. maintain and, where necessary repair all roller shutter doors, cranes and other special equipment contained within the premises.
 - 16.1.9. be responsible for ensuring compliance with the Electrical Installations Regulations (1992) promulgated under Section 35 of the Machinery and Occupational Safety Act No. 6 of 1983 which was, from 1 January 1994, replaced by the Occupational Health and Safety Act No. 85 of 1993, the said regulations however remaining in force under such new act.
 - 16.1.10. deliver the landlord a certificate of compliance, as contemplated in the Occupational Health and Safety Act No. 85 of 1993, within 15 (fifteen) days of the termination date of this lease and which certificate shall be dated within 10 (ten) days of the termination date of this lease.
- 16.2. In the event of the tenant failing or refusing to maintain or repair the leased premises or any part thereof as provided for in terms of this clause and remaining in default for a period of 7 (seven) days after receipt by the tenant of a written notice calling on the tenant to rectify such default, then the landlord shall be entitled to effect the necessary maintenance or repairs and to claim the costs so incurred from the tenant.

17. OBLIGATIONS OF THE TENANT

- 17.1. The tenant shall –
 - 17.1.1. not erect any aerial or other similar device on the roof or exterior walls of the leased premises or building without in each instance obtaining the landlord's prior written consent. Any aerial, so installed, without such written consent, which consent shall not be unreasonably withheld, may be removed by the landlord without notice at any time;
 - 17.1.2. not use any audio or audio-visual equipment in a manner so as to be heard or seen outside the leased premises;
 - 17.1.3. at all times ensure that the leased premises are free from infestation by vermin and should it be discovered that the premises are infected with vermin, the tenant shall be responsible for the payment of the cost of the fumigation or other treatment necessary to eradicate such vermin.

[Handwritten signature]
[Initials]



On the tenant giving up occupation of the leased premises, the tenant shall be obliged to ensure that the leased premises are free from infestation by vermin and should it be determined that the leased premises are infected with vermin the tenant shall likewise be responsible for the cost of treatment for the extermination and eradication of the vermin and such costs shall be for its tenant's account. A certificate issued by a recognised registered fumigator or vermin exterminator as to the presence of vermin shall be conclusive and binding on the parties;

- 17.1.4. not do anything, which in the sole opinion of the landlord, may detract from the appearance of the leased premises or of the building;
- 17.1.5. repair at its cost any damage caused to the leased premises by forcible entry or otherwise;
- 17.1.6. not display, sell merchandise, allow carts, tables, trestles, chairs, signs, devices or any other objects to be stored or to remain outside the leased premises;
- 17.1.7. at all times conduct its labor relations and its relations with its employees and agents in such a manner as to avoid all strikes, picketing and boycotts of, on, or about the leased premises, the building and the site;
- 17.1.8. ensure that the common areas are not used as eating-places or general resting places by its employees and shall take reasonable steps to ensure that its invitees in any way do not misuse the common areas;

~~17.2. Without derogating from the provisions of clause 27, in the event that the tenant is in breach of any of the provisions of clause 17.1 for any period exceeding 2 (two) days, then the tenant shall, without prejudice to any of the landlord's rights arising from this lease, be liable to the landlord for liquidated damages equal to twice the basic rental payable by the tenant during the period of the breach, calculated on a pro rata basis for the period of the breach.~~

INITIAL HERE
TENANT AND
WITNESSES

18. LANDLORD'S ACCESS TO THE LEASED PREMISES

Provided that reasonable prior notice is given to the Tenant, the landlord shall be entitled -

- 18.1. at any and all times during the currency of this lease, to effect any such repairs, alterations, improvements and/or additions to the leased premises and/or the building as are required by any competent authority or which the landlord may in its discretion decide to carry out, (including any maintenance or repair which the landlord effects in terms of clause 16.2) and for any such purpose to erect scaffolding, hoardings and/or other building equipment in, at, near or in front of the leased premises, as also such devices as may be required by law or which the landlord's architect may certify to be reasonably necessary for the protection of any person against injury arising out of the building operations, in such manner as may be reasonably necessary for the purpose of any of the works aforesaid. The landlord shall further be entitled by itself, its contractors and sub-contractors, its architect, its quantity surveyor, its engineer and all artisans and other workmen engaged on the works, to such rights of access to the leased premises as may reasonably be necessary for the purpose aforesaid

Sult
✓



~~The tenant shall have no claim against the landlord for compensation, damages or otherwise, by reason of any interference with its tenancy or its beneficial occupation of the leased premises occasioned by any such repairs or building works as are hereinbefore contemplated, or arising from any failure or interruption in the supply of water and/or electricity and/or steam and/or heating and/or gas and/or other amenities to the leased premises, or the temporary cessation or interruption in the operation of any of the lifts, elevators and hoists in the building as a result thereof. Notwithstanding the aforesaid, the landlord undertakes -~~

INITIAL HERE
TENANT AND
WITNESSES
✓ @

- 18.1.1. not to unnecessarily or unreasonably interfere with the carrying on of the tenant's business in the leased premises during the carrying out of such repairs and/or building works, and
- 18.1.2. to carry out the same as quickly as is reasonably possible in the circumstances;
- 18.2. to inspect the leased premises for any purpose whatsoever at all reasonable times;
- 18.3. to have the right at any time and notwithstanding anything to the contrary contained or implied in this lease, to clean the inside of the windows of the leased premises and claim the costs of so doing from the tenant, but nothing herein contained shall be deemed to oblige the landlord at any time during the currency of this lease or any extension thereof to clean the inside of the said windows of the leased premises at all;
- 18.4. to enter the premises of the tenant during normal business hours for the purpose of disconnecting the supply of electricity to the premises should the tenant fail to pay the amount due for electricity consumption on the premises by due date and the tenant shall not obstruct or attempt to frustrate the landlord or its agents so as to prevent them from gaining access to the premises for this purpose. In the event that the landlord or its agents are unable to gain access to the leased premises, any additional disconnection fee shall be payable by the tenant in respect of every successive visit necessary to effect such disconnection.

19. NOTIFICATION OF DEFECTS

~~19.1. The tenant shall notify the landlord in writing within 7 (seven) days after the commencement date of any defects in the leased premises particularly in regard to appurtenances. Any dispute that may arise in this connection shall be resolved by the landlord's architect whose decision shall be final and binding on the parties.~~

INITIAL HERE
TENANT AND
WITNESSES
✓ @

19.2. **The tenant is in occupation of the premises and the premises have been received in good order and condition, and the tenant shall have no claim against the landlord for any patent defect, which may subsequently be found therein.**

~~19.3. If it has not notified the landlord as aforesaid, the tenant shall be deemed to have acknowledged that the leased premises were received in good order and condition and the tenant shall have no claim against the landlord for any patent defect, which may subsequently be found therein.~~

INITIAL HERE
TENANT AND
WITNESSES
✓ @

INITIALS
✓ @

20. LIMITATION OF LIABILITY OF LANDLORD

20.1. ~~The tenant shall~~

20.1.1. not have any claim of any nature against the landlord for any loss, damage or injury which the tenant may directly or indirectly suffer (whether or not such loss, damage or injury is caused through the negligence of the landlord or the landlord's servants or employees) by reason of any latent or patent defects in the leased premises or building, or fire in the leased premises or building, or theft from the leased premises or by reason of the leased premises or the building or any part thereof being in a defective condition or state of disrepair or any particular repair not being effected by the landlord timeously or at all, or arising out of vis major or causes fortuitus or any other cause either wholly or partly beyond the landlord's control, or arising out of any act or omission by any other tenant of the building, or arising out of a change of the building's name, its facade, appearance or any other feature thereof, or arising in any manner whatsoever out of the use of the services in the leased premises or building by any person whomsoever, for any purpose whatsoever, or arising from any other cause whatsoever;

20.1.2. have no claim of any nature whatsoever whether for damages, remission of rent or otherwise, against the landlord, for any failure of or interruption in the amenities and services provided by the landlord and/or any statutory authority and/or the landlord's agents or contractors to the leased premises and/or the building, notwithstanding the cause of such failure or interruption;

20.1.3. not be entitled to withhold or defer payment of any amounts due in terms of this lease for any reason whatsoever;

20.1.4. under no circumstances have any claim against the landlord for consequential loss howsoever caused.

20.2. It is recorded that the landlord in its discretion may provide such security services for the building as it may deem desirable for the interests of the building as a whole and it is agreed that the tenant shall not have any claim against the landlord, whether for damages or any other legal remedy, arising out of such security services. It is further recorded that the tenant shall be responsible for arranging, at its own cost, any specific security measures, which it may require.

20.1. Except to the extent that the landlord acted with negligence and/or willful intent, and to the extent permissible in law, subject at all times to any obligations the Landlord may have in terms of this agreement, the tenant shall –

20.1.1 not have any claim of any nature against the landlord for any loss, damage or injury which the tenant may directly or indirectly suffer as a result of fire in the leased premises or building, or theft from the leased premises or arising out of vis major (a superior force) or casus fortuitus (an accident against which due prudence could not have provided)

INITIAL HERE
TENANT AND
WITNESSES

OK

EWJ
OK



or any other cause either wholly or partly beyond the landlord's control, or arising out of any act or omission by any other tenant of the building, or arising out of a change of the building's name, its facade, appearance or any other feature thereof;

20.1.2 have no claim of any nature whatsoever whether for damages, remission of rent or otherwise, against the landlord, for any failure of or interruption in the amenities and services provided by the landlord and/or any statutory authority and/or the landlord's agents or contractors to the leased premises and/or the building;

20.1.3 not be entitled to withhold or defer payment of any amounts due in terms of this lease for any reason whatsoever;

20.2 Unless provided for in law, neither party shall have any claim against the other party for consequential damages.

20.3 Except to the extent that the landlord acted with negligence and/or willful intent, and to the extent permissible in law, subject at all times to any obligations, it is recorded that the landlord in its discretion may provide such security services for the building as it may deem desirable for the interests of the building as a whole and it is agreed that the tenant shall not have any claim against the landlord, whether for damages or any other legal remedy, arising out of such security service

21. DESTRUCTION

21.1. Should the leased premises or any other part of the building or property be destroyed or damaged to an extent which prevents the tenant from having beneficial occupation of the leased premises, then the tenant shall have no claim of any nature whatsoever against the landlord as a result thereof, ~~no matter how such destruction or damage has been caused,~~ save for the destruction or damage caused by the willful misconduct or negligence of the Landlord or its contractors, and the landlord either party shall be entitled within 30 (thirty) days after such destruction or damage to determine whether or not this lease should be cancelled, and shall notify the other party tenant of its decision in writing within such period. Should the landlord not notify the tenant of its decision within such period, then, it shall be deemed to have elected to cancel this lease. Accordingly-

4/0
INITIAL HERE
TENANT AND
WITNESSES

6/0
INITIAL HERE
TENANT AND
WITNESSES

8/0
INITIAL HERE
TENANT AND
WITNESSES

21.1.1. Should the landlord either party elect or be deemed to have elected to cancel this lease, then the tenant other party shall have no claim of any nature whatsoever against the landlord such party as a result of such cancellation, but and the tenant shall not be liable for any rent from the date of such destruction or damage.

Signature and initials

- 21.1.2. Should the landlord elect not to cancel this lease, then -
 - 21.1.2.1. the landlord shall reinstate, at its cost, the leased premises or the building or the site, as the case may be, as quickly as is reasonably possible in the circumstances;
 - 21.1.2.2. the tenant shall not be liable for any rent for so long as it is deprived of beneficial occupation of the leased premises;
 - 21.1.2.3. should the tenant be given beneficial occupation from time to time of any part of the leased premises, it shall make payment of the rent therefor on a *pro rata* basis;
 - 21.1.2.4. the period of this lease shall be extended by the period during which the tenant is deprived of beneficial occupation of the whole of the leased premises.

21.2. Should any part (but not the whole) of the leased premises be destroyed or damaged by any cause whatsoever, then -

- 21.2.1. this lease shall not be cancelled;
- 21.2.2. the rent payable by the tenant shall be reduced *pro rata* and to the extent to which the tenant is deprived of the beneficial occupation of that part of the leased premises;
- 21.2.3. ~~the landlord shall repair at its cost the damaged or destroyed portion of the leased premises as quickly as is reasonably possible in the circumstances;~~
- 21.2.4. the tenant shall, subject to 21.1 above have no claim of any nature whatsoever against the landlord as a result of the said destruction or damage, ~~no matter how caused.~~

21.3. Should any dispute arise between the landlord and the tenant in regard to the reduced amount of rent payable at any time or from time to time by the tenant, in terms of sub-clauses 21.1.2.3 or 21.2.2 above, then such dispute shall be referred to the landlord's a mutually appointed auditor whose decision in regard to such dispute shall be final and binding on the landlord and the tenant. Should the parties fail to agree on an auditor, The South African Institute of Chartered Accountants (SAICA) shall appoint and Auditor.

21.4. In the event that the total or partial destruction referred to in sub-clauses 21.1 and 21.2 above is caused by any willful misconduct or negligence of either party, negligent act or omission of the tenant, the such party tenant shall be liable to the other party landlord for the full sum of damages sustained by it as a result of the aforesaid willful or negligent act or omission, or to the other party's landlord's insurer under the insurer's right of subrogation.

INITIAL HERE
TENANT AND
WITNESSES

22. USE OF COMMON AREAS

22.1. The common areas shall at all times be subject to the exclusive control and management of the landlord, and the landlord shall have the right from time to time to establish, modify and enforce by written notice to the tenant and/or to tenants in the

Handwritten signature and initials



building rules and regulations as the landlord may prescribe with respect thereto and generally to do or perform such other acts in and to the common areas as in the use of good business judgment the landlord in its sole discretion shall determine to be advisable with a view to the improvement of the convenience and the use of the common areas by tenants, their officers, agents, employees and customers.

- 22.2. The tenant undertakes that it shall not operate or permit to be operated in or about the leased premises and/or the common areas, any coin or token operated vending machine or similar device for the sale of any goods, merchandise, beverages, sweets, cigarettes, other commodities or services, nor any scales, pay lockers, amusement devices and machines, without the prior written consent of the landlord, which consent shall not be unreasonably withheld.

23. MUNICIPAL CHARGES, LEVIES AND UTILITIES (CHARGES PAYABLE BY THE TENANT)

- 23.1. Upon the tenant taking occupation of the leased premises for whatever purpose or on the commencement date, whichever is the earlier, the tenant shall be liable for and shall on demand pay to the landlord -
- 23.1.1. any charges arising out of the use of electricity, water and gas in respect of the leased premises, as well as any charges arising out of all electricity, water and gas consumed by the tenant in or on the leased premises, whether directly or indirectly, which shall include water and electricity consumed by any air-conditioner unit/s serving the leased premises;
 - 23.1.2. the basic and service charges in respect of the services referred to in clause 23.1.1 above; and
 - 23.1.3. the levy (including park- or sectional title- levy), rates, taxes or fees including those contemplated in clause 23.3(if then in force), below, or a contribution to such levy, rates taxes or fees, determined on the basis contemplated in clause 23.2.3 below.
- 23.2. The tenant's consumption of electricity, water and gas shall be determined in accordance with separate sub meters. If there are no sub meters within the premises, then the tenant's consumption of electricity, water and gas shall be calculated on the basis that the tenant's occupied area bears to the total occupied area of the building. Failure by the tenant to make payment for electricity consumption and related service charges by the due date may result in the disconnection of the electricity supply and such service shall remain suspended until payment has been made of all outstanding charges together with the pertinent services disconnection and reconnection fees as provided for in the applicable electricity tariff.
- 23.3. The tenant shall be liable for and pay to the landlord on a monthly basis a proportionate share of any levy (including park- or sectional title- levy), rates and fees due by the landlord to any competent or the relevant local authority. If at any time after the date of occupation or the commencement date, whichever is the earlier, ("the effective date") -
- 23.3.1. any levy (including park- or sectional title- levy), rates, taxes or fees payable by the landlord to any authority or precinct-manager in respect of the leased premises, the building or the site are increased above those applicable at the effective date; and



23.3.2. any new levy (including park- or sectional title- levy), rates taxes or fees in respect of the leased premises, the building or the site, and / or any deposits or additional deposits in respect of the leased premises, the building, or the site become payable, which are not in force at the effective date and which are subsequently imposed by such authority;

and/or

23.3.3. become payable in respect of a City Improvement District initiated in terms of the applicable legislation, or any other similar initiative established in the area in which the leased premises, the property, the building or the site is situated;

then the landlord shall be entitled to recover from the tenant from time to time with effect from the date on which the increase, deposit, levy, rates, taxes or fees, as the case may be, becomes effective –

- (i) the amount concerned if it relates exclusively to the leased premises; or
- (ii) if not, the tenant's *pro rata* share as specified in item 10.2 of the Schedule of such increase, deposit, levy, rates taxes or fees as the case may be.

23.4. Where any levy, rates, taxes or fees, are payable by the tenant directly to the local or other competent authority by contract with such authority the tenant shall, if called upon to do so, exhibit to the landlord the receipts in respect thereof. Where any such levy, rates, taxes or fees are paid by the landlord, the tenant shall reimburse the landlord immediately upon demand.

23.5. The tenant will be liable for and will pay the tenant's *pro rata* share as specified in item 10.1 of the Schedule of all the charges in respect of common area electricity, water, effluent, sewer and refuse removal.

23.6. On the earlier of the occupation date or the commencement date –

23.6.1. the tenant shall be liable for and shall on demand pay the basic refuse charge and any refuse removal charges in respect of the leased premises, including any charges attributable to the tenant's dedicated refuse removal system, and/or which are attributable to the tenant's use of the refuse removal facilities for the building. Other than the charge for any dedicated refuse removal system which the tenant is responsible for, the refuse charge to be paid by the tenant will be calculated on a *pro rata* basis, as specified in item 10.1 of the lease schedule on the basis that the tenant's occupied area bears to the total occupied area of the building; and

23.6.2. the tenant shall be liable for and shall on demand pay the basic effluent / sewerage charge and all effluent / sewerage consumption charges in respect of the leased premises. If the premises are served by sub-meters in respect of water, electricity and/ or gas, the tenant's percentage of the cost of such utilities including sewerage shall be measured by such sub meters. If there is no sub meter the above charges will be calculated on the basis that the tenant's occupied area bears to the total occupied area of the building, as specified in item 10.1 of the lease schedule.



23.7. The landlord may, in its sole, exclusive discretion, appoint a third-party service provider ("the electricity service provider") to procure the supply of electricity to the leased premises, to arrange for the metering and billing of electrical consumption by the leased premises and to administer the collection of payments in respect thereof. In such event:

INITIAL HERE
TENANT AND
WITNESSES

[Handwritten initials]

~~23.7.1 The tenant shall have no recourse to the landlord and the landlord shall have no residual responsibility to the tenant in respect of the supply of electricity;~~

INITIAL HERE
TENANT AND
WITNESSES

[Handwritten initials]

23.7.2 The landlord shall have the right to, on no less than 60 (sixty) days' written notice to the tenant, to nominate an alternative electricity supplier or to assume direct responsibility for the procurement of electricity supply to the leased premises;

23.7.3 As a result of the electricity service provider's dependence upon Eskom and/or a local authority for the supply of electricity to the premises, the electricity service provider does not and shall not be deemed to guarantee the availability of electricity supply to the premises. Accordingly, the electricity service provider shall have no responsibility to procure the supply of electricity to the leased premises and/or building during any scheduled or unscheduled electricity supply failures;

23.7.4 The electricity service provider shall be entitled to recover directly from the tenant the costs and charges associated with the provision of electricity to the leased premises in accordance with the relevant local authority's tariff and the electricity service provider's standard terms and conditions, which terms and conditions shall at all times be in accordance with legislation and which shall be available on the landlord's internet website;

23.7.5 The electricity service provider shall be entitled, from time to time, to amend and/or update its tariffs in accordance with those tariffs specified by the relevant local authority and/or the National Energy Regulating Standard Authority and its standard terms and conditions for the supply of electricity to the leased premises and such amendments shall be effective following 30 (thirty) days' written notice to the tenant. A copy of such amended terms and conditions shall be available to the tenant on the landlord's internet website.

23.8 In the event of a scheduled or unscheduled electricity supply failure to the leased premises, the tenant shall be solely responsible for the emergency back-up supply of electricity to the leased premises.

24. RE-LETTING OF THE LEASED PREMISES OR SALE OF THE BUILDING

The landlord shall have the right during the last 6 (six) months of this lease to exhibit on the leased premises such notices as it may deem desirable for the purpose of letting or otherwise dealing with the leased premises and the tenant shall, during this period, or during the period the building may be for sale, afford to the landlord, its authorized representatives, agents or any prospective tenant the right to inspect the leased premises.

[Handwritten signature]
[Handwritten initials]

25. CHANGE OF OWNERSHIP, REBUILDING AND RENOVATION

25.1. Should the landlord at any time during the currency of this agreement sell the property of which the leased premises form part, or should any of the holders of the shares in the landlord sell such of those shares with the result that the purchaser/s thereof acquire/s control of the landlord, then, notwithstanding anything to the contrary elsewhere contained or implied in this agreement, it is specifically agreed that in any of the foregoing circumstances the tenant shall not be entitled to elect not to be bound to the new landlord, and that this lease shall continue in full force and effect.

25.2. ~~At the sole and exclusive election of the landlord, should the property of which the premises form part be sold, then the landlord shall have the right to cancel this agreement by giving the tenant 6 (six) months written notice of such cancellation.~~

INITIAL HERE
TENANT AND
WITNESSES

~~25.3. Should the landlord at any time during the currency of this lease decide to demolish the building for any reason whatsoever, or to substantially renovate the building and/or the leased premises for any reason whatsoever, then notwithstanding anything to the contrary contained or implied in this lease, the landlord shall be entitled to terminate this lease on not less than 3 (three) calendar months' notice given in writing to the tenant, in which event the tenant shall have no claim for compensation or damages, nor any other claim, against the landlord in respect of such cancellation. The decision of the landlord's architect as to what constitutes substantial renovations to the building and/or the leased premises shall be final and binding upon the tenant.~~

INITIAL HERE
TENANT AND
WITNESSES

25.4. ~~Should the landlord decide, at any time during the currency of this lease, in its sole discretion, that in consequence of any renovations being carried out in the building that the tenant should be moved from the leased premises to alternative leased premises in the building, then, notwithstanding anything to the contrary contained or implied in this lease, the landlord shall be entitled to propose that this lease be cancelled and that the tenant enter into an alternative lease for alternative premises in the building, provided that the terms and conditions of any such alternative lease, including the rate at which rent is payable, shall not be more onerous than those set out in this lease. In the event that the tenant fails or refuses to enter into such an alternative lease within 30 (thirty) days after being required to do by the landlord in writing, the landlord shall forthwith be entitled to terminate this lease on not less than 60 (sixty) days' notice given in writing to the tenant, in which event the tenant shall have no claim for compensation or damages, nor any other claim, against the landlord in respect of such cancellation.~~

INITIAL HERE
TENANT AND
WITNESSES

26. DOMICILIUM CITANDI ET EXECUTANDI

26.1. The parties choose as their *domicilia citandi et executandi* for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses -

- 26.1.1. the landlord's address as set out in Clause 2 in the Schedule of the Agreement of Lease.
- 26.1.2. the tenant's address as set out in Clause 4 in the Schedule of the Agreement of Lease.

SMUDS ✓



- 26.2. Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax or e-mail.
- 26.3. Either party may by notice to the other party change the physical address chosen as its *domicilium citandi et executandi* to another physical address where postal delivery occurs in the Republic of South Africa or its postal address or its telefax number or e-mail address, provided that the change shall become effective on the 7th (seventh) business day from the deemed receipt of the notice by the other party.
- 26.4. Any notice to a party -
 - 26.4.1. sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its *domicilium citandi et executandi* to which post is delivered shall be deemed to have been received on the 7th (seventh) business day after posting (unless the contrary is proved);
 - 26.4.2. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or
 - 26.4.3. sent by telefax to its chosen telefax number stipulated in clause 2 & 4 of the Schedule, shall be deemed to have been received on the date of despatch (unless the contrary is proved); or
 - 26.4.4. sent by e-mail to its chosen e-mail address stipulated in clause 2 & 4 of the Schedule, shall be deemed to have been received on the date of despatch (unless the contrary is proved).
- 26.5. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

27. BREACH OF THE LEASE

- ~~27.1. Should the tenant -~~
 - 27.1.1. fail to pay any amount due by it in terms of this lease on due date, or
 - 27.1.2. commit a breach of any other material term of the lease, or
 - 27.1.3. commit any other breach of any term or condition of this lease and fail to remedy that breach within a period of 7 (seven) days after the receipt of written notice to that effect to it by the landlord (provided that should that breach be one which is not reasonably capable of being remedied within the said period of 7 (seven) days, then the tenant shall be allowed such additional period as is reasonably required therefor), or
 - 27.1.4. ~~breach any of the terms or conditions of this lease and thereafter again breach any term or condition of this lease (whether the same term or~~

INITIAL HERE
TENANT AND
WITNESSES

[Handwritten initials]

~~condition or not) within a period of 12 (twelve) months after the earlier breach aforesaid, or~~

27.1.5. commit any act of insolvency:

then and in any of such events the landlord shall, without prejudice to its right to damages or to its right to eject the tenant from the leased premises or to any other claim of any nature whatever that the landlord may have against the tenant as a result thereof -

- (i) be entitled to cancel this lease, or
- (ii) in the case of sub-clause 27.1.3 above, to remedy such breach and immediately recover the total cost incurred by the landlord in so doing from the tenant, or
- (iii) elect that, by virtue of the tenant's factual occupation of the leased premises, thereafter, the tenant shall continue to be bound for the full period of the lease and on the same terms and conditions contained herein, save that the landlord shall be entitled to terminate the lease by giving one month's written notice to the tenant without prejudice to the landlord's claim for arrears of rent and other charges and damages which it may have suffered by reason of the tenant's breach of contract.

27.2. While the tenant remains in occupation of the leased premises and irrespective of any dispute between the parties, including, but not being restricted to, a dispute as to the landlord's right to cancel this lease, then -

27.2.1. ~~the tenant shall continue to pay all amounts due to the landlord in terms of this lease on the due dates;~~

27.2.2. the landlord shall be entitled to recover and accept those payments but the acceptance by the landlord of those payments shall be without prejudice to and shall not in any manner whatsoever affect the landlord's claim to cancellation of this lease or for damages or claim of any other nature whatsoever.

INITIAL HERE
TENANT AND
WITNESSES

Should the dispute between the landlord and tenant be determined in favour of the landlord, then the payments made to the landlord in terms of this sub-clause shall be regarded as amounts paid by the tenant on account of the loss and/or damages sustained by the landlord as a result of the holding over by the tenant of the leased premises.

27.3. In the event of the landlord instructing its attorneys to take measures for the enforcement of any of the landlord's rights under this lease, the tenant shall pay to the landlord such collection charges, tracing fees and other legal costs, on an attorney and client basis, as shall be lawfully charged by such attorneys to the landlord, on demand made therefor by the landlord.

27.4. The tenant hereby consents in terms of Section 45 of the Magistrate's Courts Act of 1944 (or any similar section in an Act replacing that Act) to the jurisdiction of the Magistrate's Court for the purpose of any proceedings in terms of or incidental to this lease, provided that the landlord, at its option, shall have the right to institute proceedings in any division of the High Court having jurisdiction, and in the event of the landlord electing to institute proceedings in the High Court, then the costs shall be determined on the scale applicable to the High Court.





27.5. ~~A certificate signed by a director, company secretary, credit manager or internal accountant of the landlord or the landlord's agent shall be apparent proof of the amount of any indebtedness owing by the tenant to the landlord at any time and also of the fact that the due date of payment of the whole or, as the case may be, any portion of that amount has arrived.~~

27.6. ~~Should the lease be cancelled or terminated at any time prior to the expiry date, for any reason whatsoever, the tenant shall refund to the landlord a pro rata portion of the leasing agent's commission calculated at the ratio that the unexpired period of the lease bears to the total period of the lease, within 7 business days of the date of such cancellation or termination~~

INITIAL HERE
TENANT AND
WITNESSES
✓

27.1. Should the tenant:

27.1.1 commit any material breach of any term of this agreement, and fail to remedy that breach within a period of 14 (fourteen) days after the giving of written notice to that effect by the landlord; or

27.1.2 breach any of the terms of this agreement and thereafter again breach the same term of this agreement within a period of 12 (twelve) months after the earlier breach aforesaid; or

27.1.3 commit any act of or akin to an act of insolvency;

then the landlord shall be entitled to:

27.1.4 to cancel this agreement immediately on written notice to the tenant, and claim immediate repossession of the leased premises; or

27.1.5 remedy such breach and claim any damages incurred by the landlord from the tenant.

27.2. Should the landlord:

27.2.1 commit a material breach of any term of this agreement, and fail to remedy that breach within a period of 14 (fourteen) days after the giving of written notice to that effect by the tenant; or

27.2.2 breach any of the terms of this agreement and thereafter again breach the same term of this agreement within a period of 12 (twelve) months after the earlier breach aforesaid; or

27.2.3 commit any act of or akin to an act of insolvency;

then the tenant shall be entitled to:

27.2.4 cancel this agreement immediately on written notice thereof to the landlord; or

SMT
a-y



27.2.5 remedy such breach and claim any damages incurred by the tenant from the landlord.

27.3 Neither party's remedies in terms of the above clauses shall be exhaustive, and each such remedy shall be in addition and without prejudice to any other remedies (including the right to specific performance) which the party may have in law.

27.4 While the tenant remains in occupation of the leased premises and irrespective of any dispute between the parties, including, but not being restricted to, a dispute as to the landlord's right to cancel this lease, then -

27.4.1 the tenant shall continue to pay all amounts due to the landlord in terms of this lease on the due dates;

27.4.2 the landlord shall be entitled to recover and accept those payments but the acceptance by the landlord of those payments shall be without prejudice to and shall not in any manner whatsoever affect the landlord's claim to cancellation of this lease or for damages or claim of any other nature whatsoever.

27.5 Should the dispute between the landlord and tenant be determined in favour of the landlord, then the payments made to the landlord in terms of this sub-clause shall be regarded as amounts paid by the tenant on account of the loss and/or damages sustained by the landlord as a result of the holding over by the tenant of the leased premises.

27.6 The parties hereby consent in terms of Section 45 of the Magistrate's Courts Act of 1944 (or any similar section in an Act replacing that Act) to the jurisdiction of the Magistrate's Court for the purpose of any proceedings in terms of or incidental to this lease.

27.7 A certificate signed by a director, company secretary, credit manager or internal accountant of the landlord or the landlord's agent shall be prima facie proof, save in absence of manifest error, of the amount of any indebtedness owing by the tenant to the landlord at any time and also of the fact that the due date of payment of the whole or, as the case may be, any portion of that amount has arrived."

28. COSTS

28.1. In the event that the tenant makes payment of the rentals and other charges due to the landlord, by way of a debit order/cheque, then without prejudice to any of the landlord's rights, the tenant shall pay to the landlord for each and every debit instruction/cheque payment that is dishonored or returned by the tenant's bankers, bank charges debited to

SMH
✓



the landlord plus an administration fee of 10% (ten percent) of the amount of such charges.

✓
INITIAL HERE
TENANT AND
WITNESSES

28.2. On or before the commencement date of this lease, the tenant shall pay to the landlord the amounts stipulated in item 14 of the Schedule.

INITIAL HERE
TENANT AND
WITNESSES

29. PARKING

- 29.1. Any parking space or spaces in the building or on the site, whether designated or undesignated, are accepted by the tenant on the express condition that the allocation and designation of all parking area/s and bay numbers as well as the hours relevant to such parking shall be in the absolute discretion of the landlord.
- 29.2. Any parking space or spaces allocated shall be used solely for the parking of a motor vehicle and for no other purpose whatsoever.
- 29.3. Should a competent authority impose an additional or new charge in respect of the property or site on which the parking space or spaces are located, the landlord shall be entitled to recover such additional or new charge from the tenant.
- 29.4. The landlord shall at times have the right to control the parking areas in the building or on the site and to change the allocation of parking spaces and arrangements or driveways, to restrict parking by tenants, their officers, agents and employees, to close temporarily all or any portion of the parking areas, to discourage and restrict non-visitor parking and generally control and do such acts in regard to the said areas as in the judgment of the landlord shall be advisable and/or beneficial to the tenants of the building and the site as a whole and for the improvement, convenience and use thereof by tenants and customers provided that the decisions as to the proper use and control of the parking areas shall be in the sole discretion of the landlord, who shall in addition, be entitled to make and enforce rules and regulations in regard to the proper operation, maintenance and control of such parking areas and driveways. The tenant further undertakes that it shall not cause or permit vehicles belonging to, or used by it or its directors, shareholders, principals, employees, contractors, suppliers or servants, to be parked in the customers' or clients' parking areas or driveways, and no obstruction shall be placed, or be permitted to be placed by it or its directors, shareholders, principals, employees, contractors, suppliers or servants in the said driveways which may in any way interfere with their use.
- 29.5. All parking facilities in the building and the site used by the tenant, its directors, shareholders, principals, employees, contractors, suppliers or servants shall be used entirely at their own risk, and the tenant further agrees that it shall have no claim against the landlord, its servants or agents arising from any cause whatsoever, unless caused by the landlord's willful misconduct or negligence, and the tenant further indemnifies the landlord, its servants or agents, arising out of the use by the tenant, his directors, principals, employees, contractors, suppliers or servants of the parking facilities in the building or the site.
- 29.6. The tenant, its employees, contractors, suppliers or servants shall not use the parking areas allocated to customers, clients or visitors.

SMH
✓ @



- 29.7. The tenant shall only have the right to park in the building during the official parking hours stipulated by the landlord, unless otherwise agreed to by the landlord in writing.
- 29.8. If coded cards are required to operate the parking system in the building, a non-refundable levy shall be payable on each coded card issued. In the event of the cards being lost, a replacement charge per card shall be levied and in the event of the cards not being returned by the tenant upon it relinquishing the use of the cards, a charge per card shall be levied on each card not returned. These charges shall be subject to increase from time to time. Value Added Tax at the prevailing rate shall be added to the amounts referred to in this clause and shall be payable by the tenant.
- 29.9. The landlord shall have the right to formulate parking rules and regulations in the building from time to time and the tenant undertakes to comply with such rules and regulations.

30. LOADING AND DELIVERY TO THE LEASED PREMISES

- 30.1. All loading, delivery and unloading of goods, supplies and fixtures to and from the leased premises shall be done only at such times, in the areas and through the entrances designated for these purposes by the landlord from time to time and shall be subject to such rules and regulations as in the discretion of the landlord are necessary for the proper administration of the leased premises, the building and/or the site.
- 30.2. The tenant shall ensure that vehicles driven or used by it or its directors, shareholders, ~~principals, servants, contractors, suppliers or invitees shall not obstruct the free flow of~~ traffic, the entrances or exits of the driveway(s) or the pedestrian entrances to the site, the building or any premises therein.

31. REASONABLENESS OF WITHHOLDING CONSENT

If there is a dispute between the landlord and the tenant as to whether the landlord has unreasonably withheld its consent or approval in any case where this lease precludes the landlord from withholding its consent or approval unreasonably, the onus shall be on the tenant to prove that the landlord has withheld its consent or approval unreasonably.

32. LIABILITY OF PARTNERS

~~If the tenant is a partnership then by their signature hereof, the individual partners of the tenant bind themselves, both as a partnership and jointly and severally as individuals, for all the tenant's obligations to the landlord under or arising out of this lease. Similarly, joint tenants shall be jointly and severally liable for all their obligations as tenants under or arising out of this lease.~~

INITIAL HERE
TENANT AND
WITNESSES

33. GENERAL

- 33.1. This lease incorporates the entire agreement between the landlord and the tenant and no alteration, consensual cancellation or variation hereof shall be of any force or effect unless it is in writing and signed by both the landlord and the tenant who hereby acknowledge that no representations or warranties have been made by either the landlord or the tenant, nor are there understandings or terms of lease, other than those set out herein.

[Handwritten signature]



33.2. ~~No relaxation or indulgence which the landlord may show to the tenant shall in any way prejudice the landlord's rights hereunder and, in particular, no acceptance by the landlord of rent after due date (whether on one or more occasions) nor any other act or omission by the landlord including, without limitation, the rendering of accounts after due date, shall preclude or stop it from exercising any rights enjoyed by it hereunder by reason of any subsequent payment not being made strictly on due date. Unless otherwise stated by the landlord in writing, the receipt by the landlord or its agents of any rent or other payment shall in no way whatsoever prejudice or operate as a waiver, rescission or abandonment of any cancellation or right of cancellation effected or acquired prior to such receipt.~~

INITIAL HERE
TENANT AND
WITNESSES

~~The landlord shall be entitled in its sole discretion to appropriate any amounts received from the tenant towards the payment of any lease, debt or amount whatsoever owed by the tenant to the landlord.~~

INITIAL HERE
TENANT AND
WITNESSES

No indulgence, lenience or extension of time which either party ("Grantor") may grant to show the other ("Grantee") shall in any way constitute a waiver of any rights of the Grantor, who shall not thereby be precluded from exercising any rights against the Grantee which may have arisen in the past or which might arise in the future.

33.3. Unless inconsistent with the context or where it is agreed to otherwise, wherever in this lease or any annexure thereto provision is made for the furnishing of a certificate or for a decision to be made by the landlord's architect, quantity surveyor or auditor, then and in such event such architect, quantity surveyor or auditor shall act as an expert and not as an arbitrator.

33.4. Should any one or more of the provisions of this lease be unenforceable, then the remaining provisions, which are not affected, shall be of full force and effect.

33.5. It is recorded that the landlord has the right in its sole discretion to change the name of the building on one calendar month's written notice to the tenant.

33.6. The tenant warrants that there are no general or special notarial bonds registered over such of his movable goods as are situated upon the premises. The tenant furthermore undertakes that he shall not cause any general or special notarial bonds to be registered over its movable goods which are situated upon the leased premises without the prior written consent of the landlord, which consent shall not be unreasonably withheld.

33.7. ~~The tenant undertakes by its signature hereunder to provide any and all documentation necessary to the Landlord for the Landlord's compliance with the requirements of the Financial Intelligence Centre Act (number 38 of 2001). In the event that the tenant fails to provide such documentation (or any aspect thereof), the tenant hereby indemnifies the landlord against any and all penalties which the landlord may suffer as a result of such failure to comply.~~

INITIAL HERE
TENANT AND
WITNESSES

33.8. The tenant agrees by its signature hereunder to the performance of an investigation by the landlord through any and all credit agencies and the tenant's bankers for the purposes of forming an opinion as to the financial risk associated with the tenant.

SMUA



SMJ



ORIGINAL PROOF OF BANKING DETAILS BELOW MUST BE ATTACHED TO THE COMPLETED FORM.

TENANT NAME	AON South Africa (Pty) Ltd
LANDLORD (including its successors in title)	Black River Park Investments (Pty) Ltd
TENANT CODE	15642
ADDRESS	5 th Floor, The Terraces, Black River Park
BANK	STANDARD BANK
BRANCH NAME	Johannesburg
BRANCH CODE	000 205
ACCOUNT HOLDER	AO SA (Pty) Ltd
ACCOUNT NUMBER ("Bank Account")	000 107 999
ACCOUNT TYPE	Cheque
LEASED PREMISES	5 th Floor, The Terraces, Black River Park

Terms used herein are as defined in the Lease Agreement to which this Debit Order Instruction is annexed or will be annexed.

I/We, the authorised signatory/ies of the Tenant warrant that I am/we are duly authorised to sign this Debit Order Instruction ("Debit Order"). The Tenant hereby instructs and irrevocably authorises the Landlord to draw against the Tenant's Bank Account with the abovementioned bank (or any other bank or branch to which the Tenant may transfer the account) all/any amounts becoming due and payable in terms of the Lease, in respect of the Leased Premises. The Tenant undertakes to immediately inform the Landlord of any changes to the Bank Account details or bank listed in the Debit Order. The Tenant understands that the amount of the debit will be adjusted to take into account all/any amounts due in terms of the Lease and/or any renewal of the Lease, provided that the adjustment to the Debit Order amount will be in accordance with the terms and conditions provided for in the Lease. The Tenant hereby confirms that it shall have no claims against the Landlord arising out of this Debit Order.

The first payment shall be effected on the Commencement Date of the Lease and/or the date upon which the Tenant takes occupation of the Leased Premises (whichever is the earlier) and thereafter on the 1st day of each and every month for the duration of the Lease (unless the 1st day of the month falls on a day which is not a business day, in which event payment shall be effected either on the preceding or succeeding the 1st) or until the lawful/valid cancellation of the Lease or until the Tenant is no longer in occupation of the Leased Premises (whichever is the later). All such withdrawals from the Tenant's Bank Account by the Landlord shall be treated as though they had been signed by the Tenant personally and the Tenant agrees to pay any bank charges relating to this Debit Order. The Tenant shall not be entitled to, and undertakes not to withdraw or revoke or suspend for any period of time, the authority of the Landlord to draw against the Bank Account for the duration of the Lease, without the written consent of the Landlord (which consent the Landlord can in its sole discretion withhold). The Tenant understands that in the event that any debit amount due in terms of this Debit Order is rejected by the bank, all related bank rejection fees and the full amount of the initial balance that remains unpaid will immediately become due and payable to the Landlord.

The Tenant understands that the withdrawals hereby authorised will be processed by computer through a system known as the EFT (Electronic Funds Transfer) and that the details of each withdrawal will reflect on the Tenant's bank statement. The Tenant undertakes to ensure that adequate funds are at all times available in the Bank Account to cover the amounts due to the Landlord in terms of this Debit Order.

SMJ



PRO FORMA BANK GAURANTEE FORMAT

[BANK LOGO]

BANK ADDRESS LINE 1
BANK ADDRESS LINE 2
BANK ADDRESS LINE 3

BANK GUARANTEE REFERENCE NUMBER

Black River Park Investments (Pty) Ltd
Redefine Place
2 Arnold Road
Rosebank
Johannesburg

BANK GUARANTEE IN RESPECT OF [FULL NAME OF TENANT] LEASE OBLIGATIONS TO BLACK RIVER PARK INVESTMENTS (PTY) LTD

We, [NAME OF BANK] registration number: [REGISTRATION NUMBER OF BANK] (hereinafter referred to as "the Bank") and represented by the undersigned [NAME OF FIRST BANK REPRESENTATIVE] and [NAME OF SECOND BANK REPRESENTATIVE], duly authorised hereto in our respective capacities as [CAPACITY OF FIRST BANK REPRESENTATIVE] and [CAPACITY OF SECOND BANK REPRESENTATIVE] of the Bank do hereby confirm that:

1. The Bank is holding the amount of R_____ (*amount in words*) at the disposal of Black River Park Investments (Pty) Ltd as security in respect of the agreement of lease between and Black River Park Investments (Pty) Ltd (hereinafter referred to as "the Landlord") over the premises described in paragraph 2, below (hereinafter referred to as "the Lease").
2. This bank guarantee is issued to the Landlord in respect of the premises occupied by (*full name of tenant*) situated at (*premises address as stated in Agreement of Lease*) provided that this bank guarantee shall be equally applicable to any adjusted and/or amended premises occupied by in respect of the Lease.
3. The Bank's liability under this bank guarantee is principle in nature and shall not be reduced or in other way affected or amended by any alteration of the terms of the Lease or by any arrangements made between the Landlord and the insolvency, liquidation or administration of the Tenant.
4. The bank will pay on demand, within 7 (seven) days of notice by the landlord, the full value of this bank guarantee and will not determine the validity of the demand or the correctness of the amount demanded nor become party to any claim or dispute of what-so-ever nature between any party.
5. This bank guarantee is not negotiable and is restricted to the payment of money only.
6. This bank guarantee is not transferable save as between the Landlord and a subsequent purchaser of the property of which the premises described in paragraph 2, above, form part.
7. This bank guarantee is irrevocable and the Bank shall not be entitled to withdraw, cancel or amend this guarantee for any reason what-so-ever prior to the expiry date cited in paragraph 11, below, without the prior written consent of the Landlord.



- 8. If for any reason the Bank and the Landlord agree to the premature withdrawal or cancelation of this bank guarantee, then the Bank shall immediately upon such withdrawal or cancellation pay to the Landlord in cash the full value of this bank guarantee unless the Bank shall have been excused there-from by the Landlord in writing.
- 9. Payment in respect of this bank guarantee shall only be made by the *(name of branch)* of the Bank *(or an alternative branch specified by the Bank)* against the return of the original version of this bank guarantee to such branch.
- 10. Payment in respect of this bank guarantee shall be made immediately upon the Landlord's notice to the Bank calling for such payment.
- 11. This bank guarantee shall expire on *(stipulate date - three calendar months after the expiry date of the Agreement of Lease)* or upon payment of the value of this bank guarantee to the Landlord.
- 12. The Bank hereby renounces all benefits from the legal exceptions *seu excussionis et divisionis, no value received* and all other exceptions which might or could be pleaded against the validity of this bank guarantee, the meaning and effect of which exceptions the Bank declares itself to be fully acquainted with.
- 13. The Bank accepts that the Landlord's address reflected above is the Landlord's correct address for the service of notices in connection with this guarantee.
- 14. Any notice sent by the Bank to the Landlord in connection with this guarantee must be sent by registered mail or hand-delivered to the Landlord's address as above and marked for the attention of the financial manager.
- 15. This guarantee shall be governed by South African Law and be subject to the jurisdiction of South African courts at all times.

Signed at _____ on this ___ day of _____ 20_____

For and on behalf of the **[NAME OF BANK]**

 Signatory 1

 Signatory 2

 Name of signatory 1

 Name of signatory 2

 Capacity of signatory 1

 Capacity of signatory 2

As witnesses to the signatories:

 Witness 1

 Witness 2

[Handwritten signature]



TENANT INSTALLATION

1. The Landlord shall contribute an amount of R413, 643.76 (Four Hundred and Thirteen Thousand, Six Hundred and Forty Three Rand and Seventy Six Cents.) excluding VAT, towards the Tenant's installation costs (Tenant Allowance).
2. Any amount exceeding the above tenant allowance shall be for the Tenant's account.
3. The Tenant shall be responsible for its installation into the Leased Premises by utilizing its own contractor/s, approved by the Landlord in writing subject to the following conditions:-
 - a. Compliance with the requirements set out in clauses 12, 13 and 16 of the Lease;
 - b. Payment of the Tenant Allowance shall be made to the Tenant by the Landlord at times to suit the progress of the works subject to the following:
 - i. Within 7 (seven) business days of submission by the Tenant to the Landlord of an acceptable Tax Invoice, signed by the Tenant confirming that all work has been completed to the Tenant's satisfaction and in accordance with a above.
 - ii. The Landlord's representative inspecting the work and confirming in writing that the work completed conforms to the approved plans and specifications.
 - iii. The Tenant commencing the work on site within 3 (three) months of the Commencement Date and completing the work within a reasonable time thereafter, in compliance with a program to be approved by the Parties prior to the commencement of work on site.
 - iv. Final payment shall be made only upon the provision by the Tenant to the Landlord of copies of the Local Authority occupation certificate and the electrical contractor's electrical certificate of compliance and subject to ii above.
4. Should the lease be cancelled or terminated at any time prior to the expiry date, for any reason whatsoever, the Tenant shall refund to the Landlord, a pro-rata portion of the Tenant Allowance, calculated at the ratio that the unexpired period of the Lease bears to the total period of the lease, within 7 (seven) business days of the date of such cancellation/termination.

SNUGA



SPECIAL CLAUSES

1. The Tenant shall have the right to cancel the Agreement of Lease by giving the Landlord 6 (six) calendar months' written notice on either of the following two dates:
 - 1.1 the first day of the 36th month (01 July 2019) or
 - 1.2 the first day of the 48th month (01 July 2020)
2. Should the lease be terminated prior to the termination date stated in clause 7 of the Schedule, a pro rata portion of the Tenant Allowance of **R413, 643.76 (excluding VAT)** and sub-division costs in the amount of **R216, 710.00 (excluding VAT)** shall be refundable to the Landlord.
3. The fit out allowance as per Annexure "H" shall become due and payable upon receipt of a Valid Tax Invoice and on condition that an occupation certificate is issued for the works carried out and a copy thereof provided to the Landlord.

SMU

LEGAL & COMPLIANCE SOUTH AFRICA CONTRACTS SIGN-OFF SHEET

NAME OF CONTRACT	Agreement of Lease
PARTIES INVOLVED	Black River Park Investments (Pty) Ltd Aon SA (Pty) Ltd
BUSINESS OWNER	Sandra Hutchison
BUSINESS OWNER CONTACT NUMBER	011 944 7200
EMAIL CORRESPONDENCE	

SUMMARY OF DETAILS OF CONTRACT –

EXTERNAL LEGAL COUNSEL USED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
IF YES, WHO	Not Applicable
VETTED & APPROVED BY LEGAL ADVISOR	Nadia Giacobazzi
SIGNATURE & DATE	Refer attached email dd 15.03.2017
COMPLIANCE ASPECT APPROVED BY	N/A
SIGNATURE & DATE	N/A
COMMERCIAL ASPECT APPROVED BY	N/A
SIGNATURE & DATE	N/A
EXCO/BOARD DIRECTOR TO SIGN	Sandra Hutchison
DATE CONTRACT RETURNED TO LEGAL	
RECEIVED BY WHOM IN LEGAL DIVISION	Chantéle Loreti / Karen Frampton
DATE RECEIVED	

All originally signed contracts need to be sent to Chantéle Loreti / Karen Frampton for recordal onto the Contracts Database and for filing purpose.

Karen Frampton

From: Karen Frampton
Sent: 15 March 2017 04:38 PM
To: Linda Rowe
Subject: Agreement of Lease : Black River Park Investments (Pty) Ltd // Aon South Africa (Pty) Ltd
Attachments: Renewal Lease - AON.PDF; Black River Park Investments (Pty) Ltd - Redefine = Lease.pdf

Dear Linda

Agreement of Lease : Black River Park Investments (Pty) Ltd // Aon South Africa (Pty) Ltd

Email trail below refers.

Kindly request:

- Sandra to sign in full (page 2)
- Sandra to complete clause 3 (page 4)
- Sandra to initial each page and where indicated to do so
- Witnesses to follow same procedure.

In order to save time, once the document has been signed please email a scanned version to Lauren (copy Nadia) as per her request in her email below.

Once the fully signed document has been returned to you, please forward me a copy for safe keeping on the Aon Contract Database.

Kind regards

Karen Frampton | Legal & Compliance Administrator
Aon South Africa (Pty) Ltd | Legal and Compliance
The Place | 1 Sandton Drive | Sandhurst, Sandton | 2196
P O Box 1874 | Parklands | 2121
t +27.11.944.7220 | f +27.11.944.8000
karen.frampton@aon.co.za
Aon South Africa (Pty) Ltd is an Authorised Financial Services Provider | FSB License # 20555
aon.co.za | [linkedin](#) | [twitter](#) | [facebook](#)

Aon is a Principal Partner of Manchester United

<http://www.aon.co.za/disclaimer>

On all services provided, Aon's Terms & Conditions of Business as amended from time to time, are applicable and can be found at http://www.aon.co.za/terms_of_trade or will be sent to you upon request

From: Nadia Giacobazzi
Sent: 15 March 2017 03:18 PM
To: Karen Frampton
Cc: Sandra Hutchison
Subject: FW: AON Lease Finalisation

Hi Karen

Please can you prepare the sign-off sheet for the attached lease. No Compliance approval is required.

Regards

From: Lauren Le Roux [<mailto:LaurenL@redefine.co.za>]
Sent: 13 March 2017 02:13 PM
To: Nadia Giacobazzi

Cc: Sandra Hutchison; Yolandi Billing
Subject: RE: AON Lease Finalisation

Hi Nadia

Attached please find the amended Agreement of Lease.

We would appreciate getting a signed copy (can be scanned) asap and then the original sent to us.

Kind regards
Lauren



LAUREN LE ROUX
Leasing Executive
Telephone 021 404 7312 | Facsimile
Mobile 079 813 8081 | LaurenL@redefine.co.za

We're not landlords. We're people.



The information contained in this email and any attachments (collectively "e-mail") is confidential and may contain private, privileged or proprietary information, intended for a specific individual and purpose. If you are not the intended recipient, any disclosure, copying, alteration or distribution, or the taking of any action based on such information, is prohibited. Please contact the sender if you have received this email in error and delete the email from all communication media. Redefine Properties ("Redefine") is not liable for any interception, corruption, loss, destruction, late arrival or incomplete communications, viruses or any other malicious or destructive code. Redefine reserves the right to monitor, intercept and block emails and attachment/s sent in reply to this email. It is specifically recorded that, unless stipulated to the contrary, nothing contained in this email correspondence, or in any attachments or annexures hereto, shall be construed, or can in anyway be construed, as varying or cancelling any agreement concluded between the parties by virtue of the electronic signature contained herein. Accordingly, this electronic signature shall not be binding and/ or be deemed valid, for the purposes of signing, cancelling or varying any agreement hereto.-----

From: Nadia Giacovazzi [<mailto:nadia.giacovazzi@aon.co.za>]
Sent: 13 March 2017 10:44 AM
To: Lauren Le Roux
Cc: Sandra Hutchison
Subject: RE: AON Lease Finalisation

Hi Lauren

I am happy for the lease to be signed. We are still working on the guarantee documentation.

Please can you amend the Aon signatory details as follows:

Name: Sandra Hutchison
Designation: Chief Information Officer

Thanks

From: Lauren Le Roux [<mailto:LaurenL@redefine.co.za>]
Sent: 16 February 2017 09:50 AM
To: Nadia Giacovazzi
Cc: Yolandi Billing

Subject: AON Lease Finalisation
Importance: High

Hi Nadia

Thanks for the chat earlier.

As discussed, it looks like the only thing on your side to do was sort out the bank guarantee and then the lease could be signed.

I do look forward to hearing back from you asap so that we can finalise the sign off of the lease.

Kind regards
Lauren



LAUREN LE ROUX
Leasing Executive
Telephone 021 404 7312 | Facsimile
Mobile 079 813 8081 | LaurenL@redefine.co.za

We're not landlords. We're people.



The information contained in this email and any attachments (collectively "e-mail") is confidential and may contain private, privileged or proprietary information, intended for a specific individual and purpose. If you are not the intended recipient, any disclosure, copying, alteration or distribution, or the taking of any action based on such information, is prohibited. Please contact the sender if you have received this email in error and delete the email from all communication media. Redefine Properties ("Redefine") is not liable for any interception, corruption, loss, destruction, late arrival or incomplete communications, viruses or any other malicious or destructive code. Redefine reserves the right to monitor, intercept and block emails and attachment/s sent in reply to this email. It is specifically recorded that, unless stipulated to the contrary, nothing contained in this email correspondence, or in any attachments or annexures hereto, shall be construed, or can in anyway be construed, as varying or cancelling any agreement concluded between the parties by virtue of the electronic signature contained herein. Accordingly, this electronic signature shall not be binding and/ or be deemed valid, for the purposes of signing, cancelling or varying any agreement hereto.-----

Karen Frampton

From: Karen Frampton
Sent: 17 March 2017 02:04 PM
To: Linda Rowe
Cc: Sandra Hutchison
Subject: RE: Agreement of Lease : Black River Park Investments (Pty) Ltd // Aon South Africa (Pty) Ltd

Dear Linda

Agreement of Lease : Black River Park Investments (Pty) Ltd // Aon South Africa (Pty) Ltd

There were some concerns around the Bank Guarantee, whilst the "Main Contract" has been signed by Sandra (and the Witnesses); Sandra suggested that we hold back on it until Nadia and Jason have discussed the concerns.

I have also picked up an "error" in so far as Jamie's name still being used, I will bring it to Nadia's attention when she returns to the office next week.

I will keep you updated.

Wishing you a fab weekend.

Kind regards

Karen Frampton | Legal & Compliance Administrator
Aon South Africa (Pty) Ltd | Legal and Compliance
The Place | 1 Sandton Drive | Sandhurst, Sandton | 2008
P O Box 1874 | Parklands | 2121
t +27.11.944.7220 | f +27.11.944.8000
karen.frampton@aon.co.za

Aon South Africa (Pty) Ltd is an Authorised Financial Services Provider | FSB License # 20555
aon.co.za | [linkedin](https://www.linkedin.com/company/aon-south-africa) | [twitter](https://twitter.com/aon_sa) | [facebook](https://www.facebook.com/aon.co.za)

Aon is a Principal Partner of Manchester United

<http://www.aon.co.za/disclosure>

On all services provided Aon's Terms & Conditions of Business, as amended from time to time, are applicable and can be found at <http://www.aon.co.za/terms-of-trade> or will be sent to you upon request

From: Linda Rowe
Sent: 16 March 2017 08:21 AM
To: Karen Frampton
Subject: RE: Agreement of Lease : Black River Park Investments (Pty) Ltd // Aon South Africa (Pty) Ltd

That's perfect thank you Karen.....once signed please cc me in on the e-mail as I am keeping a record of all the agreements that Sandra signs off.

Enjoy your day!

Kind Regards

Linda Rowe
Executive Assistant to CIO: Sandra Hutchison | Regional Controller SA & SSA: Ernst Van Rensburg
Aon South Africa (Pty) Ltd
Lower Ground | Aon House – Building 12 | Constantia Park
Corner 14th Avenue & Hendrik Potgieter Street | Weltevreden Park | Roodepoort | 1724
t +27.11.944.7061
linda.rowe@aon.co.za
Aon South Africa (Pty) Ltd is an Authorised Financial Services Provider | FSB License # 20555
aon.co.za | [linkedin](https://www.linkedin.com/company/aon-south-africa) | [twitter](https://twitter.com/aon_sa) | [facebook](https://www.facebook.com/aon.co.za)

Aon is a Principal Partner of Manchester United

<https://www.aon.co.za/disclaimer>

On all services provided, Aon's Terms & Conditions of Business, as amended from time to time, are applicable and can be found at <https://www.aon.co.za/terms-of-trade> or will be sent to you upon request.

From: Karen Frampton
Sent: 16 March 2017 08:18 AM
To: Linda Rowe
Cc: Sandra Hutchison
Subject: RE: Agreement of Lease : Black River Park Investments (Pty) Ltd // Aon South Africa (Pty) Ltd

Dear Linda

Thank you for your email.

I will print the Agreement of Lease and give it to the ladies, in the hope that they will kindly (a) give it to Sandra and (b) sign as the witnesses.

I will keep you updated.

Kind regards

Karen Frampton | Legal & Compliance Administrator
Aon South Africa (Pty) Ltd | Legal and Compliance
The Place | 1 Sandton Drive | Sandhurst, Sandton | 2196
P O Box 1874 | Parklands | 2121
t +27.11.944.7220 | f +27.11.944.8000
karen.frampton@eon.co.za

Aon South Africa (Pty) Ltd is an Authorised Financial Services Provider | FSB License # 20555
aon.co.za | [linkedin](#) | [twitter](#) | [facebook](#)

Aon is a Principal Partner of Manchester United

<http://www.aon.co.za/disclaimer>

On all services provided, Aon's Terms & Conditions of Business, as amended from time to time, are applicable and can be found at <http://www.aon.co.za/terms-of-trade> or will be sent to you upon request.

From: Linda Rowe
Sent: 16 March 2017 08:08 AM
To: Karen Frampton
Cc: Sandra Hutchison
Subject: FW: Agreement of Lease : Black River Park Investments (Pty) Ltd // Aon South Africa (Pty) Ltd

Dear Karen,

Sandra is at Sandton offices today. I will see her tomorrow (Friday) and will get the necessary done for you.

Kind Regards

Linda Rowe
Executive Assistant to CIO: Sandra Hutchison | Regional Controller SA & SSA: Ernst Van Rensburg
Aon South Africa (Pty) Ltd
Lower Ground | Aon House – Building 12 | Constantia Park
Corner 14th Avenue & Hendrik Potgieter Street | Weltevreden Park | Roodepoort | 1724
t +27.11.944.7061
linda.rowe@eon.co.za
Aon South Africa (Pty) Ltd is an Authorised Financial Services Provider | FSB License # 20555
aon.co.za | [linkedin](#) | [twitter](#) | [facebook](#)

Aon is a Principal Partner of Manchester United

<https://www.aon.co.za/disclaimer>

On all services provided, Aon's Terms & Conditions of Business, as amended from time to time, are applicable and can be found at <https://www.aon.co.za/terms-of-trade> or will be sent to you upon request.

From: Karen Frampton
Sent: 15 March 2017 04:39 PM
To: Linda Rowe
Subject: Agreement of Lease : Black River Park Investments (Pty) Ltd // Aon South Africa (Pty) Ltd

Dear Linda

Agreement of Lease : Black River Park Investments (Pty) Ltd // Aon South Africa (Pty) Ltd

Email trail below refers.

Kindly request:

- Sandra to sign in full (page 2)
- Sandra to complete clause 3 (page 4)
- Sandra to initial each page and where indicated to do so
- Witnesses to follow same procedure.

In order to save time, once the document has been signed please email a scanned version to Lauren (copy Nadia) as per her request in her email below.

Once the fully signed document has been returned to you, please forward me a copy for safe keeping on the Aon Contract Database.

Kind regards

Karen Frampton | Legal & Compliance Administrator
Aon South Africa (Pty) Ltd | Legal and Compliance
The Place | 1 Sandton Drive | Sandhurst, Sandton | 2196
P O Box 1874 | Parklands | 2121
t +27.11.944.7220 | f +27.11.944.8000
karen.frampton@aon.co.za
Aon South Africa (Pty) Ltd is an Authorised Financial Services Provider | FSB License # 20555
aon.co.za | [linkedin](https://www.linkedin.com/company/aon-south-africa) | [twitter](https://twitter.com/aon_sa) | [facebook](https://www.facebook.com/aon.co.za)

Aon is a Principal Partner of Manchester United

<http://www.aon.co.za/disclaimer>

On all services provided, Aon's Terms & Conditions of Business, as amended from time to time, are applicable and can be found at <http://www.aon.co.za/terms-of-trade> or will be sent to you upon request.

From: Nadia Giacobazzi
Sent: 15 March 2017 03:18 PM
To: Karen Frampton
Cc: Sandra Hutchison
Subject: FW: AON Lease Finalisation

Hi Karen

Please can you prepare the sign-off sheet for the attached lease. No Compliance approval is required.

Regards

From: Lauren Le Roux [<mailto:LaurenL@redefine.co.za>]
Sent: 13 March 2017 02:13 PM
To: Nadia Giacobazzi
Cc: Sandra Hutchison; Yolandi Billing
Subject: RE: AON Lease Finalisation

Hi Nadia

Attached please find the amended Agreement of Lease.

We would appreciate getting a signed copy (can be scanned) asap and then the original sent to us.

Kind regards
Lauren



LAUREN LE ROUX
Leasing Executive
Telephone 021 404 7312 | Facsimile
Mobile 079 813 8081 | LaurenL@redefine.co.za

We're not landlords. We're people.



The information contained in this email and any attachments (collectively "e-mail") is confidential and may contain private, privileged or proprietary information, intended for a specific individual and purpose. If you are not the intended recipient, any disclosure, copying, alteration or distribution, or the taking of any action based on such information, is prohibited. Please contact the sender if you have received this email in error and delete the email from all communication media. Redefine Properties ("Redefine") is not liable for any interception, corruption, loss, destruction, late arrival or incomplete communications, viruses or any other malicious or destructive code. Redefine reserves the right to monitor, intercept and block emails and attachment/s sent in reply to this email. It is specifically recorded that, unless stipulated to the contrary, nothing contained in this email correspondence, or in any attachments or annexures hereto, shall be construed, or can in anyway be construed, as varying or cancelling any agreement concluded between the parties by virtue of the electronic signature contained herein. Accordingly, this electronic signature shall not be binding and/ or be deemed valid, for the purposes of signing, cancelling or varying any agreement hereto.-----

From: Nadia Giacovazzi [<mailto:nadia.giacovazzi@aon.co.za>]
Sent: 13 March 2017 10:44 AM
To: Lauren Le Roux
Cc: Sandra Hutchison
Subject: RE: AON Lease Finalisation

Hi Lauren

I am happy for the lease to be signed. We are still working on the guarantee documentation.

Please can you amend the Aon signatory details as follows:

Name: Sandra Hutchison
Designation: Chief Information Officer

Thanks

From: Lauren Le Roux [<mailto:LaurenL@redefine.co.za>]
Sent: 16 February 2017 09:50 AM
To: Nadia Giacovazzi
Cc: Yolandi Billing
Subject: AON Lease Finalisation
Importance: High

Hi Nadia

Thanks for the chat earlier.

As discussed, it looks like the only thing on your side to do was sort out the bank guarantee and then the lease could be signed.

I do look forward to hearing back from you asap so that we can finalise the sign off of the lease.

Kind regards

Lauren



LAUREN LE ROUX

Leasing Executive

Telephone 021 404 7312 | Facsimile

Mobile 079 813 8081 | LaurenL@redefine.co.za

We're not landlords. We're people.



The information contained in this email and any attachments (collectively "e-mail") is confidential and may contain private, privileged or proprietary information, intended for a specific individual and purpose. If you are not the intended recipient, any disclosure, copying, alteration or distribution, or the taking of any action based on such information, is prohibited. Please contact the sender if you have received this email in error and delete the email from all communication media. Redefine Properties ("Redefine") is not liable for any interception, corruption, loss, destruction, late arrival or incomplete communications, viruses or any other malicious or destructive code. Redefine reserves the right to monitor, intercept and block emails and attachment/s sent in reply to this email. It is specifically recorded that, unless stipulated to the contrary, nothing contained in this email correspondence, or in any attachments or annexures hereto, shall be construed, or can in anyway be construed, as varying or cancelling any agreement concluded between the parties by virtue of the electronic signature contained herein. Accordingly, this electronic signature shall not be binding and/ or be deemed valid, for the purposes of signing, cancelling or varying any agreement hereto.-----

Karen Frampton

From: Nadia Giacobazzi
Sent: 15 March 2017 03:18 PM
To: Karen Frampton
Cc: Sandra Hutchison
Subject: FW: AON Lease Finalisation
Attachments: Renewal Lease - AON.PDF

Hi Karen

Please can you prepare the sign-off sheet for the attached lease. No Compliance approval is required.

Regards

From: Lauren Le Roux [mailto:LaurenL@redefine.co.za]
Sent: 13 March 2017 02:13 PM
To: Nadia Giacobazzi
Cc: Sandra Hutchison; Yolandi Billing
Subject: RE: AON Lease Finalisation

Hi Nadia

Attached please find the amended Agreement of Lease.

We would appreciate getting a signed copy (can be scanned) asap and then the original sent to us.

Kind regards
Lauren



LAUREN LE ROUX
Leasing Executive
Telephone 021 404 7312 | Facsimile
Mobile 079 813 8081 | LaurenL@redefine.co.za

We're not landlords. We're people.



The information contained in this email and any attachments (collectively "e-mail") is confidential and may contain private, privileged or proprietary information, intended for a specific individual and purpose. If you are not the intended recipient, any disclosure, copying, alteration or distribution, or the taking of any action based on such information, is prohibited. Please contact the sender if you have received this email in error and delete the email from all communication media. Redefine Properties ("Redefine") is not liable for any interception, corruption, loss, destruction, late arrival or incomplete communications, viruses or any other malicious or destructive code. Redefine reserves the right to monitor, intercept and block emails and attachment/s sent in reply to this email. It is specifically recorded that, unless stipulated to the contrary, nothing contained in this email correspondence, or in any attachments or annexures hereto, shall be construed, or can in anyway be construed, as varying or cancelling any agreement concluded between the parties by virtue of the electronic signature contained herein. Accordingly, this electronic signature shall not be binding and/ or be deemed valid, for the purposes of signing, cancelling or varying any agreement hereto.

From: Nadia Giacobazzi [<mailto:nadia.giacovazzi@aon.co.za>]
Sent: 13 March 2017 10:44 AM
To: Lauren Le Roux
Cc: Sandra Hutchison
Subject: RE: AON Lease Finalisation

Hi Lauren

I am happy for the lease to be signed. We are still working on the guarantee documentation.

Please can you amend the Aon signatory details as follows:

Name: Sandra Hutchison
Designation: Chief Information Officer

Thanks

From: Lauren Le Roux [<mailto:LaurenL@redefine.co.za>]
Sent: 16 February 2017 09:50 AM
To: Nadia Giacobazzi
Cc: Yolandi Billing
Subject: AON Lease Finalisation
Importance: High

Hi Nadia

Thanks for the chat earlier.

As discussed, it looks like the only thing on your side to do was sort out the bank guarantee and then the lease could be signed.

I do look forward to hearing back from you asap so that we can finalise the sign off of the lease.

Kind regards
Lauren



LAUREN LE ROUX
Leasing Executive
Telephone 021 404 7312 | Facsimile
Mobile 079 813 8081 | LaurenL@redefine.co.za

We're not landlords. We're people.



The information contained in this email and any attachments (collectively "e-mail") is confidential and may contain private, privileged or proprietary information, intended for a specific individual and purpose. If you are not the intended recipient, any disclosure, copying, alteration or distribution, or the taking of any action based on such information, is prohibited. Please contact the sender if you have received this email in error and delete the email from all communication media. Redefine Properties ("Redefine") is not liable for any interception, corruption, loss, destruction, late arrival or incomplete communications, viruses or any other malicious or destructive code. Redefine reserves the right to monitor, intercept and block emails and attachment/s sent in reply to this email. It is specifically recorded that, unless stipulated to the contrary, nothing contained in this email correspondence, or in any attachments or annexures hereto, shall be construed, or can in anyway be construed, as varying or cancelling any

Karen Frampton

From: Nadia Giacobazzi
Sent: 15 March 2017 03:18 PM
To: Karen Frampton
Cc: Sandra Hutchison
Subject: FW: AON Lease Finalisation
Attachments: Renewal Lease - AON.PDF

Hi Karen

Please can you prepare the sign-off sheet for the attached lease. No Compliance approval is required.

Regards

From: Lauren Le Roux [mailto:LaurenL@redefine.co.za]
Sent: 13 March 2017 02:13 PM
To: Nadia Giacobazzi
Cc: Sandra Hutchison; Yolandi Billing
Subject: RE: AON Lease Finalisation

Hi Nadia

Attached please find the amended Agreement of Lease.

We would appreciate getting a signed copy (can be scanned) asap and then the original sent to us.

Kind regards
Lauren



LAUREN LE ROUX
Leasing Executive
Telephone 021 404 7312 | Facsimile
Mobile 079 813 8081 | LaurenL@redefine.co.za

We're not landlords. We're people.



The information contained in this email and any attachments (collectively "e-mail") is confidential and may contain private, privileged or proprietary information, intended for a specific individual and purpose. If you are not the intended recipient, any disclosure, copying, alteration or distribution, or the taking of any action based on such information, is prohibited. Please contact the sender if you have received this email in error and delete the email from all communication media. Redefine Properties ("Redefine") is not liable for any interception, corruption, loss, destruction, late arrival or incomplete communications, viruses or any other malicious or destructive code. Redefine reserves the right to monitor, intercept and block emails and attachment/s sent in reply to this email. It is specifically recorded that, unless stipulated to the contrary, nothing contained in this email correspondence, or in any attachments or annexures hereto, shall be construed, or can in anyway be construed, as varying or cancelling any agreement concluded between the parties by virtue of the electronic signature contained herein. Accordingly, this electronic signature shall not be binding and/ or be deemed valid, for the purposes of signing, cancelling or varying any agreement hereto.

Karen Frampton

From: Karen Frampton
Sent: 15 March 2017 04:38 PM
To: Linda Rowe
Subject: Agreement of Lease : Black River Park Investments (Pty) Ltd // Aon South Africa (Pty) Ltd
Attachments: Renewal Lease - AON.PDF; Black River Park Investments (Pty) Ltd - Redefine = Lease.pdf

Dear Linda

Agreement of Lease : Black River Park Investments (Pty) Ltd // Aon South Africa (Pty) Ltd

Email trail below refers.

Kindly request:

- Sandra to sign in full (page 2)
- Sandra to complete clause 3 (page 4)
- Sandra to initial each page and where indicated to do so
- Witnesses to follow same procedure.

In order to save time, once the document has been signed please email a scanned version to Lauren (copy Nadia) as per her request in her email below.

Once the fully signed document has been returned to you, please forward me a copy for safe keeping on the Aon Contract Database.

Kind regards

Karen Frampton | Legal & Compliance Administrator
Aon South Africa (Pty) Ltd | Legal and Compliance
The Place | 1 Sandton Drive | Sandhurst, Sandton | 2196
P O Box 1874 | Parklands | 2121
t +27.11.944.7220 | f +27.11.944.8000
karen.frampton@aon.co.za
Aon South Africa (Pty) Ltd is an Authorised Financial Services Provider | FSB License # 20555
aon.co.za | [linkedin](#) | [twitter](#) | [facebook](#)

Aon is a Principal Partner of Manchester United

<http://www.aon.co.za/discclaimer>

On all services provided, Aon's Terms & Conditions of Business, as amended from time to time, are applicable and can be found at <http://www.aon.co.za/terms-of-trade> or will be sent to you upon request.

From: Nadia Giacobazzi
Sent: 15 March 2017 03:18 PM
To: Karen Frampton
Cc: Sandra Hutchison
Subject: FW: AON Lease Finalisation

Hi Karen

Please can you prepare the sign-off sheet for the attached lease. No Compliance approval is required.

Regards

From: Lauren Le Roux [<mailto:LaurenL@redefine.co.za>]
Sent: 13 March 2017 02:13 PM
To: Nadia Giacobazzi

Subject: AON Lease Finalisation
Importance: High

Hi Nadia

Thanks for the chat earlier.

As discussed, it looks like the only thing on your side to do was sort out the bank guarantee and then the lease could be signed.

I do look forward to hearing back from you asap so that we can finalise the sign off of the lease.

Kind regards
Lauren



LAUREN LE ROUX
Leasing Executive
Telephone 021 404 7312 | Facsimile
Mobile 079 813 8081 | LaurenL@redefine.co.za

We're not landlords. We're people.



The information contained in this email and any attachments (collectively "e-mail") is confidential and may contain private, privileged or proprietary information, intended for a specific individual and purpose. If you are not the intended recipient, any disclosure, copying, alteration or distribution, or the taking of any action based on such information, is prohibited. Please contact the sender if you have received this email in error and delete the email from all communication media. Redefine Properties ("Redefine") is not liable for any interception, corruption, loss, destruction, late arrival or incomplete communications, viruses or any other malicious or destructive code. Redefine reserves the right to monitor, intercept and block emails and attachment/s sent in reply to this email. It is specifically recorded that, unless stipulated to the contrary, nothing contained in this email correspondence, or in any attachments or annexures hereto, shall be construed, or can in anyway be construed, as varying or cancelling any agreement concluded between the parties by virtue of the electronic signature contained herein. Accordingly, this electronic signature shall not be binding and/ or be deemed valid, for the purposes of signing, cancelling or varying any agreement hereto.-----

Karen Frampton

From: Karen Frampton
Sent: 17 March 2017 02:04 PM
To: Linda Rowe
Cc: Sandra Hutchison
Subject: RE: Agreement of Lease : Black River Park Investments (Pty) Ltd // Aon South Africa (Pty) Ltd

Dear Linda

Agreement of Lease : Black River Park Investments (Pty) Ltd // Aon South Africa (Pty) Ltd

There were some concerns around the Bank Guarantee, whilst the "Main Contract" has been signed by Sandra (and the Witnesses); Sandra suggested that we hold back on it until Nadia and Jason have discussed the concerns.

I have also picked up an "error" in so far as Jamie's name still being used, I will bring it to Nadia's attention when she returns to the office next week.

I will keep you updated.

Wishing you a fab weekend.

Kind regards



Karen Frampton | Legal & Compliance Administra
Aon South Africa (Pty) Ltd | Legal and Compliar
The Place | 1 Sandton Drive | Sandhurst, Sandton |
P O Box 1874 | Parklands | 2121
t +27.11.944.7220 | f +27.11.944.8000
karen.frampton@aon.co.za
Aon South Africa (Pty) Ltd is an Authorised Financial Services Provider | FSB License # 20555
aon.co.za | [linkedin](#) | [twitter](#) | [facebook](#)

Aon is a Principal Partner of Manchester United
<http://www.aon.co.za/disclaimer>

On all services provided, Aon's Terms & Conditions of Business, as amended from time to time, are applicable and can be found at <http://www.aon.co.za/terms-of-trade> or will be sent to you upon request.

From: Linda Rowe
Sent: 16 March 2017 08:21 AM
To: Karen Frampton
Subject: RE: Agreement of Lease : Black River Park Investments (Pty) Ltd // Aon South Africa (Pty) Ltd

That's perfect thank you Karen.....once signed please cc me in on the e-mail as I am keeping a record of all the agreements that Sandra signs off.

Enjoy your day!

Kind Regards

Linda Rowe
Executive Assistant to CIO: Sandra Hutchison | Regional Controller SA & SSA: Ernst Van Rensburg
Aon South Africa (Pty) Ltd
Lower Ground | Aon House -- Building 12 | Constantia Park
Corner 14th Avenue & Hendrik Potgieter Street | Weltevreden Park | Roodepoort | 1724
t +27.11.944.7061
linda.rowe@aon.co.za
Aon South Africa (Pty) Ltd is an Authorised Financial Services Provider | FSB License # 20555
aon.co.za | [linkedin](#) | [twitter](#) | [facebook](#)

From: Karen Frampton
Sent: 15 March 2017 04:39 PM
To: Linda Rowe
Subject: Agreement of Lease : Black River Park Investments (Pty) Ltd // Aon South Africa (Pty) Ltd

Dear Linda

Agreement of Lease : Black River Park Investments (Pty) Ltd // Aon South Africa (Pty) Ltd

Email trail below refers.

Kindly request:

- Sandra to sign in full (page 2)
- Sandra to complete clause 3 (page 4)
- Sandra to initial each page and where indicated to do so
- Witnesses to follow same procedure.

In order to save time, once the document has been signed please email a scanned version to Lauren (copy Nadia) as per her request in her email below.

Once the fully signed document has been returned to you, please forward me a copy for safe keeping on the Aon Contract Database.

Kind regards

Karen Frampton | Legal & Compliance Administrator
Aon South Africa (Pty) Ltd | Legal and Compliance
The Place | 1 Sandton Drive | Sandhurst, Sandton | 2196
P O Box 1874 | Parklands | 2121
t +27.11.944.7220 | f +27.11.944.8000
karen.frampton@aon.co.za
Aon South Africa (Pty) Ltd is an Authorised Financial Services Provider | FSB License # 20555
aon.co.za | [linkedin](#) | [twitter](#) | [facebook](#)

Aon is a Principal Partner of Manchester United

<http://www.aon.co.za/disclaimer>

On all services provided, Aon's Terms & Conditions of Business, as amended from time to time, are applicable and can be found at <http://www.aon.co.za/terms-of-trade> or will be sent to you upon request.

From: Nadia Giacobazzi
Sent: 15 March 2017 03:18 PM
To: Karen Frampton
Cc: Sandra Hutchison
Subject: FW: AON Lease Finalisation

Hi Karen

Please can you prepare the sign-off sheet for the attached lease. No Compliance approval is required.

Regards

From: Lauren Le Roux [<mailto:LaurenL@redefine.co.za>]
Sent: 13 March 2017 02:13 PM
To: Nadia Giacobazzi
Cc: Sandra Hutchison; Yolandi Billing
Subject: RE: AON Lease Finalisation

Hi Nadia

Attached please find the amended Agreement of Lease.

As discussed, it looks like the only thing on your side to do was sort out the bank guarantee and then the lease could be signed.

I do look forward to hearing back from you asap so that we can finalise the sign off of the lease.

Kind regards
Lauren



LAUREN LE ROUX
Leasing Executive
Telephone 021 404 7312 | Facsimile
Mobile 079 813 8081 | LaurenL@redefine.co.za

We're not landlords. We're people.



The information contained in this email and any attachments (collectively "e-mail") is confidential and may contain private, privileged or proprietary information, intended for a specific individual and purpose. If you are not the intended recipient, any disclosure, copying, alteration or distribution, or the taking of any action based on such information, is prohibited. Please contact the sender if you have received this email in error and delete the email from all communication media. Redefine Properties ("Redefine") is not liable for any interception, corruption, loss, destruction, late arrival or incomplete communications, viruses or any other malicious or destructive code. Redefine reserves the right to monitor, intercept and block emails and attachment/s sent in reply to this email. It is specifically recorded that, unless stipulated to the contrary, nothing contained in this email correspondence, or in any attachments or annexures hereto, shall be construed, or can in anyway be construed, as varying or cancelling any agreement concluded between the parties by virtue of the electronic signature contained herein. Accordingly, this electronic signature shall not be binding and/ or be deemed valid, for the purposes of signing, cancelling or varying any agreement hereto.

Annexure 14: Bank Letter and Audited Financials



Date 16 April 2021

To Whom It May Concern

Re: Confirmation of Bank account

This letter serves to confirm that the below mentioned customer holds the below Standard Bank account.

Legal entity name	Aon South Africa (Pty) Ltd.
Name of accountholder	AON SA PTY LTD
Registration/Identity/Passport number	1978/004501/07
Account number	000107999
Account type	BUSINESS CURRENT ACCOUNT
Branch	JOHANNESBURG
Branch code	000205
Branch code (electronic payments)	051001
SWIFT address	SBZA ZA JJ
Date account opened	27 April 1982

This letter or your reliance on same does not give rise to any obligations or liability on the part of the Bank and/or its officials.

We trust the above meets with your requirements.

Yours sincerely

MATHAPELO MASOKOANE
DEDICATED CONSULTANT
CVOP
010 249 4342

Disclaimer

Whilst care has been taken in compiling this letter, Standard Bank makes no representations or warrant (expressed or implied) about the accuracy, or completeness of the information contained herein for any purpose. Standard Bank, its employees or agents accept no liability to any part for any loss, damage or costs however arising, whether directly or indirectly arising from any action or decision taken as a result of any person relying on or otherwise using this document or arising from any omission from it.

Standard Bank Centre 1st Floor 5 Simmonds Street Johannesburg 2001 / PO Box 61690 Marshalltown 2107 South Africa
Tel. Switchboard: +27 (0)11 636 9112 Fax +27 (0)11 636 4207 / Name.Surname@standardbank.co.za / standardbank.co.za

The Standard Bank of South Africa Limited (Reg.No. 1962/000738/06) Authorised financial services and registered credit provider (NCRCP15)

Directors: TS Gcabashe (Chairman) L Fuzile* (Chief Executive) PLH Cook A Daehnke* MA Erasmus¹ GJ Fraser-Moleketi Xueqing Guan² GMB Kennealy JH Maree NNA Matyumza
KD Moroka NMC Nyembezi ML Oduor-Otieno³ AC Parker ANA Peterside CON⁴ MJD Ruck SK Tshabalala* JM Vice Lubin Wang²

Company Secretary: Z Stephen 22/02/2021

*Executive Director ¹British ²Chinese ³Kenyan ⁴Nigerian

00173283 2018-02

Annexure 15: Service Team

KHANYISA GOGELA

CLIENT MANAGER



Cell Phone
(081) 430 5012



Email
khanyisa.gogela@aon.co.za



Website
www.aon.co.za



Aon South Africa

Aon in South Africa is a leading global professional services firm providing a broad range of risk, retirement and health solutions. We're not only about placing your insurance products and policies – we're about risk leadership and risk understanding, that is, being our client's navigator and trusted advisor.

Through our global network, we use data and analytics to provide insights that empower results for you and your business. We provide local qualified expertise and claims handling, keeping our finger on the pulse of our client portfolios. We strive for excellence in everything we do, from innovative products and solutions, to strong carrier and market

PERSONAL INFORMATION

Languages	: isiXhosa, English
Education	: ND: Information Technology
ID Number	: 820805 0742 080
Branch	: Cape Town
Address	: 5th Floor, The Terraces, Black River Park, 2 Fir Street, Observatory
Qualifications	: IISA: Certificate of Proficiency IISA: Intermediate Certificate in Business Studies Moonstone: Regulatory Exam (Representative) Unisa: Programme in Short term Insurance (Licentiate of the Insurance Institute of South Africa) Milpark: Advanced Certificate in Short term Insurance (Associate of the Insurance Institute of South Africa (current))

CURRENT CAREER DETAILS

Trading Company	: Aon South Africa (Pty) Ltd
Business Unit	: Commercial Risk Solutions
Job Title	: Client Manager
Role	: To service existing and prospective clients
Work Experience	: 14 years Broking and 4 years Underwriting
Work History	: Standard Bank Insurance Brokers (Pty) Ltd Glenrand MIB (Pty) Ltd Mutual & Federal Insurance Company Limited (Old Mutual Insure)

AON
Empower Results®

DOREEN ZUWENI

Client Service Advisor



Cell Phone
(073) 258 7155



Email
doreen.zuweni@aon.co.za



Website
www.aon.co.za



Aon South Africa

Aon in South Africa is a leading global professional services firm providing a broad range of risk, retirement and health solutions. We're not only about placing your insurance products and policies – we're about risk leadership and risk understanding, that is, being our client's navigator and trusted advisor.

Through our global network, we use data and analytics to provide insights that empower results for you and your business. We provide local qualified expertise and claims handling, keeping our finger on the pulse of our client portfolios. We strive for excellence in everything we do, from innovative products and solutions, to strong carrier and market

PERSONAL INFORMATION

Languages : English and Shona
Education : Post Graduate Diploma in Risk Management
Programme in Advanced Strategic Management
Bcom Honors in Risk Management and Insurance
ID Number : 8307300969186
Branch : Cape Town
Address : 5th Floor the Terraces, Black River Park, Observatory
Qualifications : Licentiate: Insurance Institute of South Africa
:

CURRENT CAREER DETAILS

Trading Company : Aon South Africa (Pty) Ltd
Business Unit : Commercial Risk Solutions
Job Title : Client Service Advisor
Role : Supporting the Client Manager in the retention and servicing of existing and prospective clients
Work Experience : 13 Years Underwriting and Claims
Work History : Unison Risk Management Alliance
Campbell Thomson Associates and Financial Brokers
Care Insurance Brokers and Risk Management Consultants
Old Mutual Insurance Company (formerly Royal Mutual Pvt (Ltd)



GARTH ROWE

PRINCIPAL CLAIMS OFFICER



Cell Phone

+27 (0) 11 944 7734



Email

garth.rowe@aon.co.za



Website

www.aon.co.za

Aon South Africa

Aon in South Africa is a leading global professional services firm providing a broad range of risk, retirement and health solutions. We're not only about placing your insurance products and policies – we're about risk leadership and risk understanding, that is, being our client's navigator and trusted advisor.

Through our global network, we use data and analytics to provide insights that empower results for you and your business. We provide local qualified expertise and claims handling, keeping our finger on the pulse of our client portfolios. We strive for excellence in everything we do, from innovative products and solutions, to strong carrier and market

PERSONAL INFORMATION

Languages	:	English
Education	:	BCom LLB
Branch	:	Sandton
Address	:	The Place, 1 Sandton Drive, Sandhurst, Sandton, 2196
Qualifications	:	BCom LLB

CURRENT CAREER DETAILS

Trading Company	:	Aon South Africa (Pty) Ltd
Business Unit	:	Retail
Job Title	:	Operational technical and legal support
Work Experience	:	Excess of 30 years
Work History	:	PFV Insurance Brokers, Glenrand MIB, Aon

RENE VAN SCHALKWYK

BUSINESS UNIT HEAD – RETAIL CLAIMS



Cell Phone

+27 (0) 84 501 0932



Email

rene.van.schalkwyk@aon.co.za



Website

www.aon.co.za

Aon South Africa

Aon in South Africa is a leading global professional services firm providing a broad range of risk, retirement and health solutions. We're not only about placing your insurance products and policies – we're about risk leadership and risk understanding, that is, being our client's navigator and trusted advisor.

Through our global network, we use data and analytics to provide insights that empower results for you and your business. We provide local qualified expertise and claims handling, keeping our finger on the pulse of our client portfolios. We strive for excellence in everything we do, from innovative products and solutions, to strong carrier and market

PERSONAL INFORMATION

Languages	:	English and Afrikaans
Education	:	
Branch	:	Sandton
Address	:	4th Floor, The Place, 1 Sandton Drive, Sandhurst, Sandton
Qualifications	:	IISA: COP ICIBS ICIBS UNISA: Introductory Program in Short Term Insurance B Com in Short Term Insurance Regulatory Examination: RE 5 – Representative RE 1 – Key Individual Milpark - B Com in Short Term Insurance: 1 st year – completed 2 nd year - completed 3 rd year – in progress

MARIËTHA ROETZ

CLAIMS NEGOTIATOR

**Cell Phone**

+27 (0)83 504 2438

**Email**

Marietha.roetz@aon.co.za

**Website**

www.aon.co.za

Aon South Africa

Aon in South Africa is a leading global professional services firm providing a broad range of risk, retirement and health solutions. We're not only about placing your insurance products and policies – we're about risk leadership and risk understanding, that is, being our client's navigator and trusted advisor.

Through our global network, we use data and analytics to provide insights that empower results for you and your business. We provide local qualified expertise and claims handling, keeping our finger on the pulse of our client portfolios. We strive for excellence in everything we do, from innovative products and solutions, to strong carrier and market

PERSONAL INFORMATION

Languages	: English & Afrikaans
Education	: Matriculated in 1985 Tygerberg Commercial High School
Branch	: Cape Town
Address	: 5 th Floor, The Terraces, Fir Street, Black River Park, Observatory, 7925
Qualifications	: COP I & RE1

CURRENT CAREER DETAILS

Trading Company	: Aon South Africa (Pty) Ltd
Business Unit	: Aon Risk Services
Job Title	: Claims Negotiator
Work Experience	: 28 years
Work History	: Aon South Africa (Pty) Ltd Stilus Underwriting Managers Genlib Underwriting Managers Zurich Insurance Company GDS Insurance Brokers

CURRENT CAREER DETAILS

Glenrand MIB
Prestasi Brokers
IFS Brokers
Old Mutual Insurance Company

Annexure 16: PI, FG and POPI Letter



PRIVATE AND CONFIDENTIAL

8th of April 2021

To Whom It May Concern

RAEESA KHAN
THE PLACE 1 SANDTON DRIVE
SANDHURST, SANDTON
COMMISSIONER OF OATHS EX OFFICIO
ADMITTED ATTORNEY
REPUBLIC OF SOUTH AFRICA

Dear Sir/ Madam,

Professional Indemnity and Fidelity Guarantee Insurances

Please be advised that:-

- Aon South Africa (Pty) Ltd is part of the global Aon Group of companies, which employs approximately 50,000 professionals in 120 countries.
- Aon South Africa (Pty) Ltd's ultimate parent company, Aon Private Limited Company ("plc") is listed on the New York Stock Exchange and is subject to stringent requirements of the US Securities Exchange Commission. Details of the Aon Group's strong financial position can be found on its website at: www.aon.com. We invite you to visit that site and review Aon's solid financial position and its global network.
- Aon South Africa (Pty) Ltd has professional indemnity coverage (E&O) under an insurance programme arranged by Aon plc on behalf of the Aon Group of Companies that complies with local legislative requirements.
- Aon confirms that it has Fidelity Guarantee Insurance cover in place which complies with local legislative requirements.

Yours faithfully,

DocuSigned by:

Tanya Prozzi

77548347EEFF486...

Tanya Prozzi

Deputy Chief Legal Counsel, Head of Compliance (SA and SSA)
Company Secretary


CERTIFIED A TRUE
COPY
OF THE ORIGINAL
23/06/2021



Aon South Africa (Pty) Ltd

The Place, 1 Sandton Drive, Sandhurst, Sandton, South Africa | P O Box 78367, Sandton, 2146

Share Call: **0860 100 404** | International: +27 11 944 7000 | www.aon.co.za

Registration Number 1978/004501/07 | VAT Number 4320101498 | Authorised Financial Services Provider Licence 20555

Directors: T Williams (CEO), V Mahlangu¹, Dr NT Magau¹, NL Morwe, MM Mhlarhi (née Maponya)¹, N Bruwer

¹Non-Executive

Company Secretary: T Prozzi



PRIVATE AND CONFIDENTIAL

8th of April 2021

To Whom It May Concern

RAEESA KHAN
THE PLACE 1 SANDTON DRIVE
SANDHURST, SANDTON
COMMISSIONER OF OATHS EX OFFICIO
ADMITTED ATTORNEY
REPUBLIC OF SOUTH AFRICA

Dear Sir/ Madam,

Professional Indemnity, Fidelity Guarantee and Cyber Insurances

Please be advised that:-

- Aon South Africa (Pty) Ltd is part of the global Aon Group of companies, which employs approximately 50,000 professionals in 120 countries.
- Aon South Africa (Pty) Ltd's ultimate parent company, Aon Private Limited Company ("plc") is listed on the New York Stock Exchange and is subject to stringent requirements of the US Securities Exchange Commission. Details of the Aon Group's strong financial position can be found on its website at: www.aon.com. We invite you to visit that site and review Aon's solid financial position and its global network.
- Aon South Africa (Pty) Ltd has professional indemnity coverage (E&O) under an insurance programme arranged by Aon plc on behalf of the Aon Group of Companies that complies with local and legislative requirements.
- Aon confirms that it has Fidelity Guarantee Insurance cover in place which complies with local legislative requirements.
- We also confirm that Aon has cyber insurance cover under a global insurance programme arranged by Aon plc on behalf of the Aon Group of Companies that complies with international and local legislative requirements.

Yours faithfully,

DocuSigned by:
Tanya Prozzi
77548347EEFF4B6...

Tanya Prozzi
Deputy Chief Legal Counsel, Head of Compliance (SA and SSA)
Company Secretary

[Signature]
CERTIFIED A TRUE
COPY
OF THE ORIGINAL
23/04/2021





To Whom It May Concern

8th of April 2021

Dear Sir / Madam,

Protection of Personal Information Act ("POPI") Compliance

In terms of POPI compliance, we hereby wish to confirm that:-

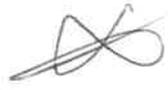
- Aon South Africa Pty Ltd ("Aon") complies with South African regulations and in certain instances where relevant, with international laws.
- Aon is a registered Financial Service Provider (FSP) in South Africa as regulated by the Financial Services Conduct Authority (FSCA). As an FSP, Aon has clearly defined obligations regarding confidentiality.
- Aon also complies with its Global Privacy Policy.
- The final Regulations in terms of the Protection of Personal Information Act (POPIA) have been published and the implementation date of POPIA is expected to be proclaimed shortly.
- POPIA provides a period of 12 months from implementation for adherence to the POPI requirements.

Should you require any further information, please do not hesitate to contact the undersigned.

Yours faithfully

DocuSigned by:
Tanya Prozzi
77548347EEFF4B6...
Tanya Prozzi

Deputy Chief Legal Counsel, Head of Compliance (SA and SSA)
Company Secretary


CERTIFIED TRUE
COPY
OF THE ORIGINAL
23/06/2021

RAEESA KHAN
THE PLACE 1 SANDTON DRIVE
SANDHURST, SANDTON
COMMISSIONER OF OATHS EX OFFICIO
ADMITTED ATTORNEY
REPUBLIC OF SOUTH AFRICA





To Whom It May Concern

8th of April 2021

Dear Sir / Madam

Environmental Declaration

I hereby wish to confirm that Aon South Africa (Pty) Ltd is a leading provider of risk management services, insurance and reinsurance brokerage services. The Company is committed to its Corporate Social Investment (CSI) Program which is aimed at maximizing the positive social and economic contribution and minimizing the environmental impact of our business operations.

Engagement with key stakeholders is fundamental to Aon's approach to corporate social responsibility (CSR), and includes clients, employees, business partners, suppliers, shareholders, and the communities in which we live and work. As part of the Aon global CSR principles, Aon South Africa supports taking care of our planet and helping our clients to do the same in terms of environment, climate change and waste.

Yours faithfully

DocuSigned by:
Tanya Prozzi
77548347EEFF4B6...

Tanya Prozzi
Deputy Chief Legal Counsel, Head of Compliance (SA and SSA)
Company Secretary


CERTIFIED A TRUE
COPY
OF THE ORIGINAL
23/06/2021

RAEESA KHAN
THE PLACE 1 SANDTON DRIVE
SANDHURST, SANDTON
COMMISSIONER OF OATHS EX OFFICIO
ADMITTED ATTORNEY
REPUBLIC OF SOUTH AFRICA



Annexure 17: Letter of Good Standing



labour

Department:
Labour
REPUBLIC OF SOUTH AFRICA



2020034766

CALL CENTER NO: 0860 105 350

REG NO : 990000088553
FAX NO : 0123456789
ISSUE DATE : 2021-05-06
CERTIFICATE NO : 2020034766

AON SOUTH AFRICA PTY LTD
PO BOX 1874
Johannesburg

LETTER OF GOOD STANDING

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT 130 of 1993 (AS AMENDED).

With reference to sections 80, 82, 86 and 89 of Compensation for Occupational Injuries and Diseases Act 130 of 1993 (As amended), I hereby certify that:

AON SOUTH AFRICA PTY LTD

has complied with the requirement of the above Act and is at present in good standing with the Compensation Fund.

Nature of business : INVESTMENT HOLDINGS

Expiry date : 2022-04-30

IMPORTANT NOTICE:

Any fraudulently obtained Letter of Good Standing shall constitute a criminal offence.

The Compensation Commissioner shall institute criminal proceedings against any perpetrators who unlawfully alter or deface this letter with intend to defraud or misrepresent facts contained therein.

PLEASE, use the Below link (Website Address) to check if the Letter of Good Standing is valid:

<https://cfonline.labour.gov.za/VerifyLOGS>

Yours faithfully

COMPENSATION COMMISSIONER

W.As. 48

Compensation House, Cnr Hamilton and Soutpansberg Road, PO Box 955, Pretoria, 0001 Fax:(012)357-1817 Website:<http://www.labour.gov.za>



Annexure 18: Claims Manual

Provide a comprehensive outline of the claims management services which your company intends providing to PRASA. The service outline should include inter alia, the following services:

- The receipt of claims from PRASA Insurance Department and to manage these claims in terms of the agreed procedures from the reporting stage to finalisation including any independent verification necessary to confirm cover;
- Maintain all claims via an electronic/web-based administration system, maintaining accurate statistics of all losses and provision of such statistics monthly;
- Provision of technical advice and input in terms of the trends identified to improve the management of risk within PRASA; and
- A full third-party claims recovery service, to include inter alia:
 - Undertaking recoveries from thirds parties, in consultation with PRASA legal advisers, where necessary (applies to motor and asset claims);
 - Recovery and acquisition of stolen vehicles with the use of tracing agents if necessary;
 - Attending to the re-registration and disposal of recovered and written-off vehicles, in consultation with the PRASA Insurance Department; and
- Timeous collection of payments from Salvage buyers.

Claims and Claims Manual

The Claims Team

Aon will ensure you have people with relevant expertise, sound understanding of your business and demonstrate the capability to deliver individually and as a team. A high quality and efficient claims service is crucial in enabling your business and that of your cliental to continue seamlessly in the event of a loss.

The Aon claims team will focus on very distinct functions to assist your business during the claims process namely:

- First Notification of Loss
- Claims fulfillment
- Claims relationship management
- Claims Advocacy
- Reporting

Claims Portal

Aon offers an online claims portal where claims can be logged electronically online.

All users will have to go through a registration process which will require the user to log in and provide specific information to identify the policy they are registering on for security purposes.

Claims Advocacy

The claims advocacy team consists of legal and technical specialists who provides support to the claims team.

A claim will enter the claims advocacy team either through referrals from the claims handler or claims relationship manager, mandatory requirements that are met e.g. large losses or contentious losses and lastly through an over seeing function performed by the claims advocacy team to ensure that they are involved in all claims that requires their input.

The team will assist the client with preparing their large or contentious losses and negotiating settlements with loss adjusters and insurers.

Reporting

All claims information is collected in a way that allows Aon to offer quality claims analysis and the identification of any trends. Our reports are a unique and fully automated to ensure you have the information available when required.

The following monthly reports will be provided to track the claims on your portfolio:

- Standard claims reports
 - All claims reports per division or business unit
 - All claims reports per policy type
 - Claims history reports
 - Cost of risk reports
 - Salvage reports
 - Recovery reports
- Monthly dashboards will provide you with:
 - An overview of your portfolio
 - Status of Claims
 - Claims per Division / Branch
 - Ageing of Claims
 - Summary details of top claims by value and age
- Weekly flash reports will provide you with:
 - A snapshot view of the claims registered in the past 7 days
 - A snapshot view of the claims finalised in the past 7 days

A snapshot view of all open claims above R250 000 (large losses)

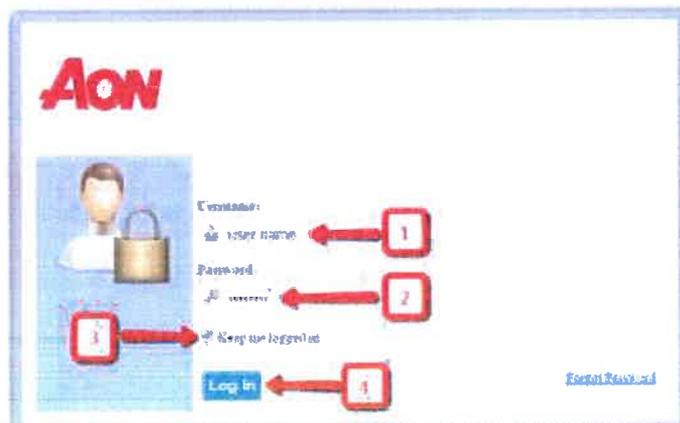
Contents

- | | |
|----------------------------|---|
| 1. Standard User Functions | <ul style="list-style-type: none">a. Logging inb. Forgot passwordc. Changing your passwordd. Modifying account detailse. Reportsf. Global searchg. Advanced searchh. Logging calls |
| 2. Capturer Functions | <ul style="list-style-type: none">a. Adding a new claimb. Saving and/or submitting claimsc. Accessing the calendar diaryd. Accessing my claimse. Accessing latest claims |
| 3. Manager | <ul style="list-style-type: none">a. Viewing claims in the calendar diaryb. Authorizing and viewing claims |
| 4. Insurance Manager | <ul style="list-style-type: none">a. Insurance manager role |
| 5. Capturer/Manager | <ul style="list-style-type: none">a. Capturer/Manager role |
| 6. Claims Handler | <ul style="list-style-type: none">a. Claims Handler role |
| 7. Administrator | <ul style="list-style-type: none">a. Adding a userb. Maintenance lookupsc. Viewing callsd. Editing user accounts |

1. Standard User Functions

a. Logging In

1. Type in your Username
2. Type in your Password
3. Check the "Keep Me logged in" box if you will be using a particular computer more frequently to avoid typing in your credentials each time you want to log in.
4. Click on the Log In button



b. Forgot Password

1. If you forgot your password, go to the Log In screen and Click on the **Forgot Password Link**
2. Type in your email address. A link, along with prompts will be sent to you



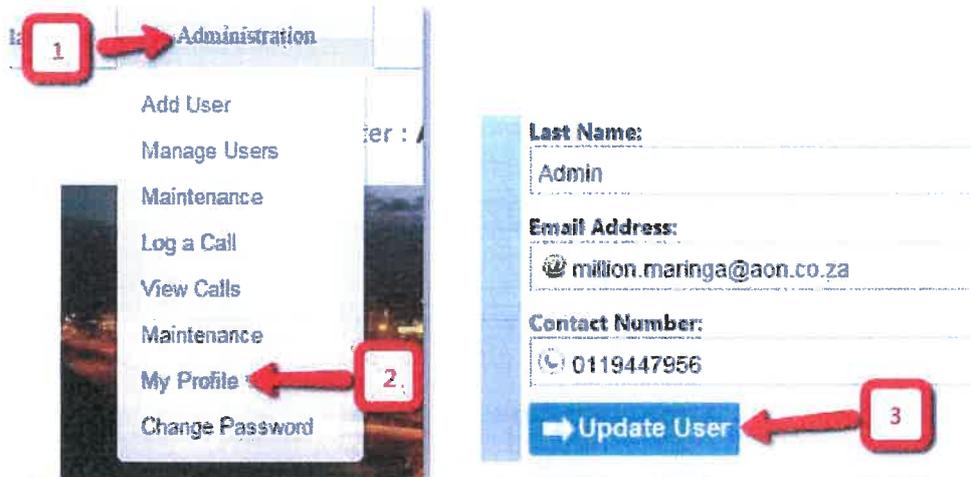
c. Changing your password

1. On the menu strip, hover over **Administration**
2. Click on **Change Password**
3. Type in your old password
4. Type in your new password
5. Confirm your new password
6. Make sure that you have white ticks
7. Click on **Change Password**



d. Modifying Account details

1. Hover over **Administration**
2. Click on **My Profile**
3. Modify your details and click on **Update User**



e. Generating Reports

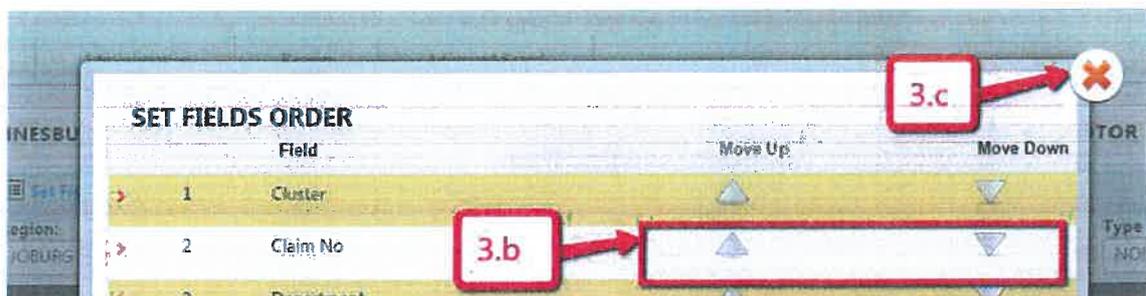
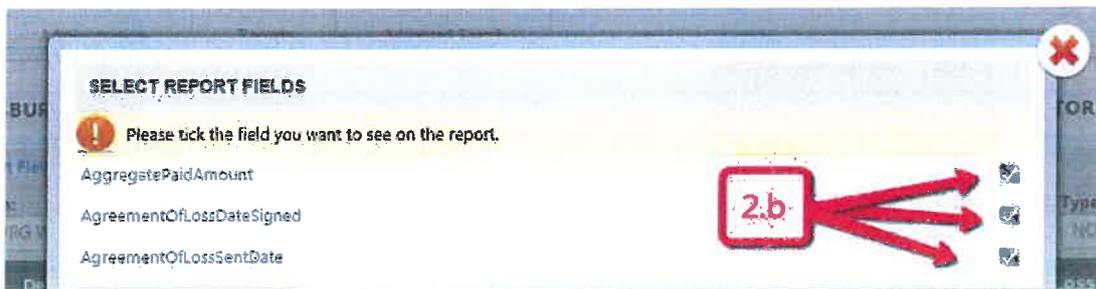
1. Hover over **Reports**
2. Click on **Claims Report**
 - a. Click on **Set report fields**
 - b. Ensure that you select all the fields you want generated in your report
 - c. Click on **Save Report Fields**
3. Setting the order of fields
 - a. Click on **Set Fields Order**
 - b. Click on the **Move Up** or **Move Down** button in line with the field you'd like to move up or down.
 - c. When the fields are in the order you have chosen, go to the top of the pop up window to close the screen.

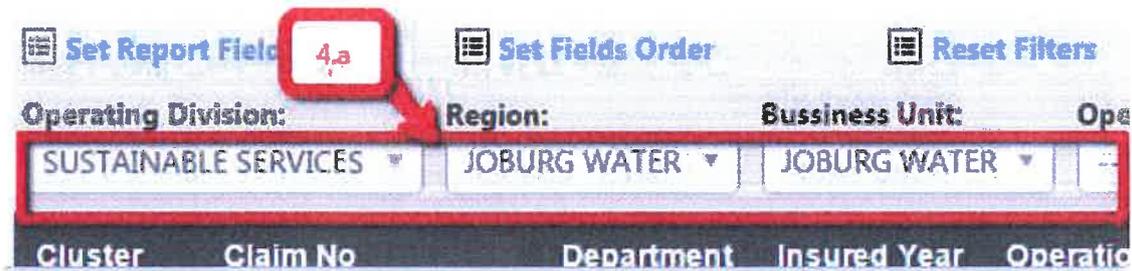
4. Running Reports

- a. Select options in the drop down menus such as **Operating Division, Region, Business Unit** etc.
- b. Once you've selected all the fields, Click on **Run Report** and a report based on your drop down selections will be generated.

5. Exporting reports to Excel files

- a. To create an Excel file after generating reports click on **Export to Excel**





f. Global claim search

1. Click inside the search bar at the top of the web page, type in what you want to search for, and press the **Enter** key

Welcome **Ecas Admin** Log Out



g. Advanced Search

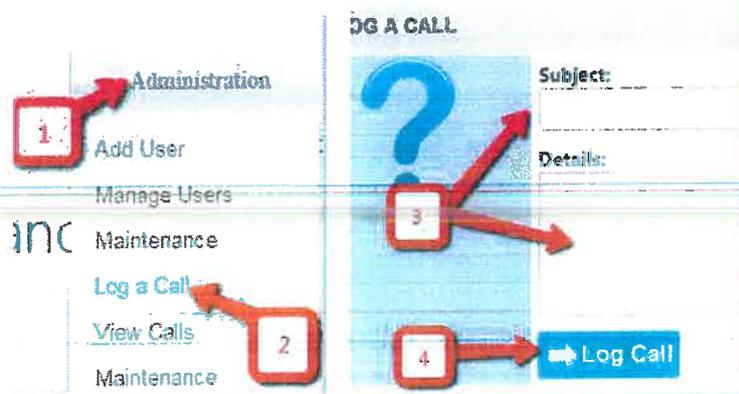
1. Click on **Advanced Search** on the menu bar
2. Choose the fields in the drop down lists that appear in order to filter your search accordingly. Select a start and end date using the date picker that appears when you click under **Start Date** and **End Date**
3. Click on the **Search** button



Cluster: SUSTAINABLE SERVICES ▾	Department: JOBURG WATER ▾	Business Unit: JOBURG WATER ▾	Operational Area: --All-- ▾
Type of Policy: ALL ▾	Type of Claim: --All-- ▾	Nature of Loss: --ALL-- ▾	Approval Stage: --Select Stage-- ▾
Manager: --ALL-- ▾	Capturer: --ALL-- ▾	Filter Date: DATE OF LOSS ▾	Start Date: <input type="text"/>
			End Date: <input type="text"/>

h. Logging Calls

1. On the menu bar, hover over Administration
2. Click on **Log a call**
3. Insert Subject and details
4. Click **Log Call**



2. Capturer Functions

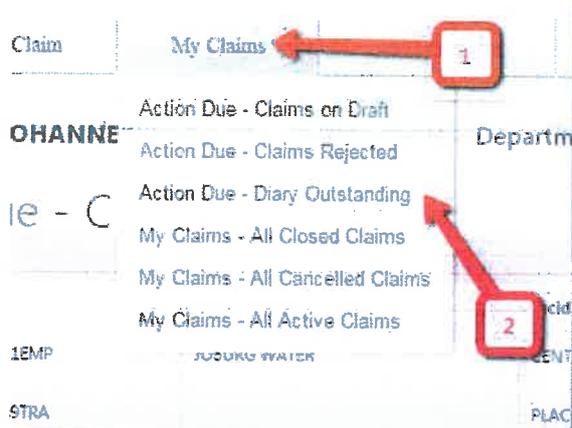
a. Adding a new claim

1. On the menu bar, click on **New Claim**
2. Insert all the claim details
3. Click on **Add Claim**



b. Saving and/or submitting a claim

1. Hover over **My Claims** on the menu bar
2. Select the type of claim you want to submit
3. Click on the claim you want to submit
4. Click on **Edit Claim**
5. Navigate down and click on **Save and Submit claim**



02-Jul-2014 Date Modified:

Save and Submit Claim 5

JOHANNESBURG AUTHORIZOR - AUL1

c. Accessing the calendar gallery

1. On the Home page, click a date that is highlighted green to access claims for that particular day.
2. After clicking on a day, the claims will appear on the Claims for [The date you Selected] panel.

Diary Due

April - 2015

Sun	Mon	Tue	Wen	Thr	Fri	Sat
		7	8	1	2	3
5	6	14	15	16	17	18
12	13	20	21	22	23	24
19	26	27	28	29	30	

1

Claims for 14 - April - 2015

- JOMA/JMAR/1504/000375/MOR - Aon >
- JRAY/JRAB/1504/000376/MOR - Closed >
- JMAR/1504/000378/AAR - Aul 1 >
- METR/1504/000379/MMB - Aul 1 >
- BRTS/1504/000380/MOR - Aul 1 >
- JMAR/1504/000381/MOR - Aul 1 >
- JDEV/1504/000382/CAR - Aul 1 >
- JDEV/1504/000383/BUS - Aon >

2

d. Accessing My Claims

1. Refer to 2 b 1

e. Accessing latest Claims

1. All latest claims are on the **My Latest Claims** panel on the Home Page next to the Calendar Diary. If the My Latest Claims is not visible, please refresh the page by clicking F5

Welcome to City of Johannesburg Electronic Claims Administration System
 This System is designed to capture the First Notification Of Loss and assist with City of Johannesburg's claims process
 For any queries please contact your system administrator

Please do not use the following characters when capturing claim details - ! @ # % ^ & * = () []

Diary Due

April - 2015

Sun	Mon	Tue	Wen	Thr	Fri	Sat
		7	8	1	2	3
5	6	13	14	15	16	17
12	19	20	21	22	23	24
19	26	27	28	29	30	

My Latest Claims

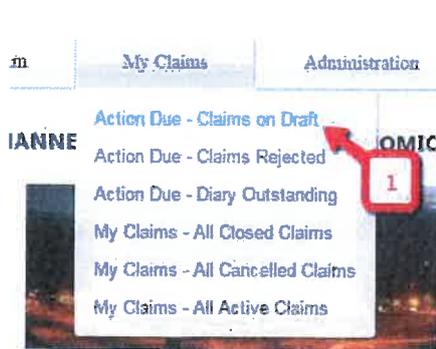
You have no active claims

Announcements

- Training Manual >
- New Claim Types >
- Call Release Summary >
- Release Notes >
- Hints and Tips >
- Latest Update >

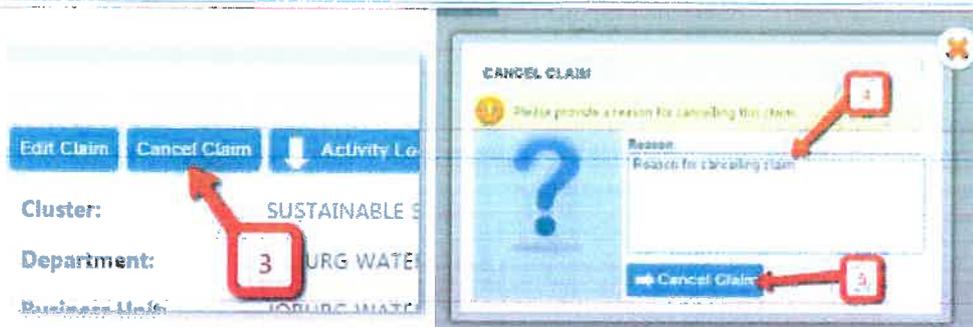
f. Cancelling a claim

1. Hover over My Claims and select the claim category
2. Click on the claim you want to cancel
3. Click on Cancel Claim
4. Type in the reason for cancelling the claim
5. Click on Cancel claim



☰ Action Due - Claims on Draft

	Claim Number	Business Unit
>	1 JOVA/0515/050411/MOTOR	JOBURG WATER
>	2 TRAN/0515/050406/MOR	JOBURG WATER



g. Viewing activity logs

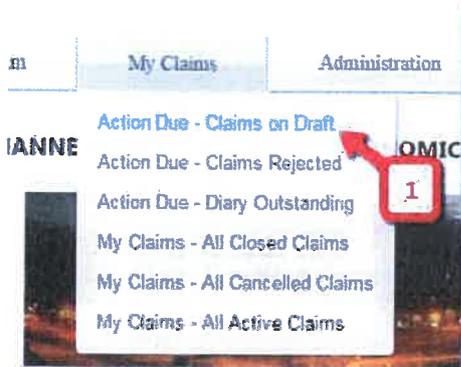
1. Hover over My Claims and select the claim category
2. Click on the claim that you want displaying activity logs
3. Click on View Activity Logs
4. A list of activities for that claim will be shown.

The screenshot illustrates the steps to view activity logs for a claim. It shows a navigation menu with 'My Claims' selected, a dropdown menu with 'Action Due - Claims on Draft' highlighted, and a list of claims with the second entry selected. The 'Activity Logs' button is also highlighted. Below, a table shows a status change.

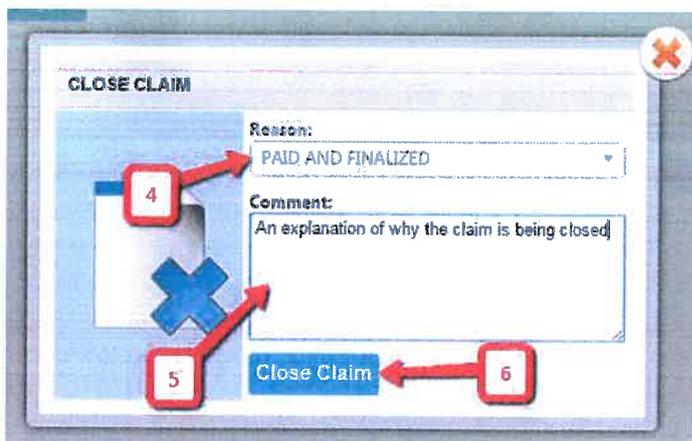
Field Name	Old Value	New Value	Date Modified	Modified By
1 Status	CLOSED	ACTIVE	15 April 2015	ECAS CAPTURER

h. Closing a claim

1. Hover over My Claims and select the claim category
2. Click on the claim you want to close
3. Click on Close claim
4. Select a Reason from the drop down list
5. Type in the reason
6. Click on Close Claim



Action Due - Claims on Draft



i. Setting a diary date for a claim

1. Hover over My Claims and select the claim category
2. Click on the claim you want to set a diary date for
3. Click on Set Diary Date
4. Click on the date shown
5. Select a new date
6. Click on Set Diary Date

The screenshot shows the 'Action Due - Claims on Draft' interface. On the left, a navigation menu is open under 'My Claims', with 'Action Due - Claims on Draft' selected (indicated by a red box and arrow labeled '1'). The main area displays a table of claims:

Claim Number	Business Unit
> 1 JOWA/0515/000411/MOTOR	JOBURG WATER
> 2 TRAN/0515/000406/MOR	G WATER

The second claim is highlighted with a red box and arrow labeled '2'. Below the table, a 'Diary Date' section shows the current date '31-Jul-2015' (indicated by a red box and arrow labeled '4'). Below this, a calendar for July 2015 is displayed, with the date '31' selected (indicated by a red box and arrow labeled '5'). At the bottom left, there are two buttons: 'Close Claim' and 'Set Diary Date', with the latter highlighted by a red box and arrow labeled '3'. Below the main interface, two smaller screenshots show the 'Set Diary Date' dialog box. The first shows the 'Diary Date' field with '31-Jul-2015' and a 'Set Diary Date' button (indicated by a red box and arrow labeled '6'). The second shows the same dialog box with a green success message: 'The diary date has been updated successfully.'

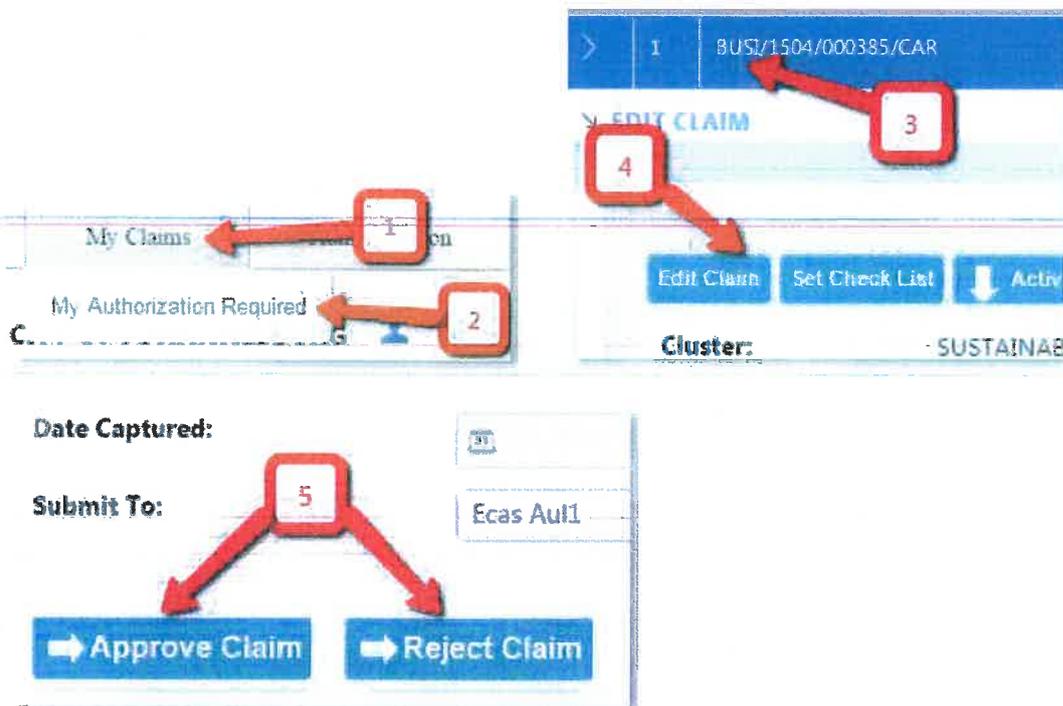
3. Manager Functions

a. Viewing Claims in the diary calendar

- a. Viewing claims in the diary calendar - Refer to 2 c 1

b. Authorizing and viewing claims

1. Hover over **My Claims** on the menu bar
2. Click on **My Authorization Required**
3. Click on the Claim you want to approve or reject
4. Click on **Edit Claim**
5. After viewing the information, click on **Approve Claim** to approve a claim or **Reject Claim** to reject a claim. These buttons are located at the bottom of the page.



4. Insurance Manager Functions

a. Insurance Manager Role

1. The Insurance Manager has access to **Standard user functions**

5. Capturer/Manager Functions

a. Insurance Manager Role

1. This user is a combination of a **Manager** and **Capturer**

6. Claims Handler Functions

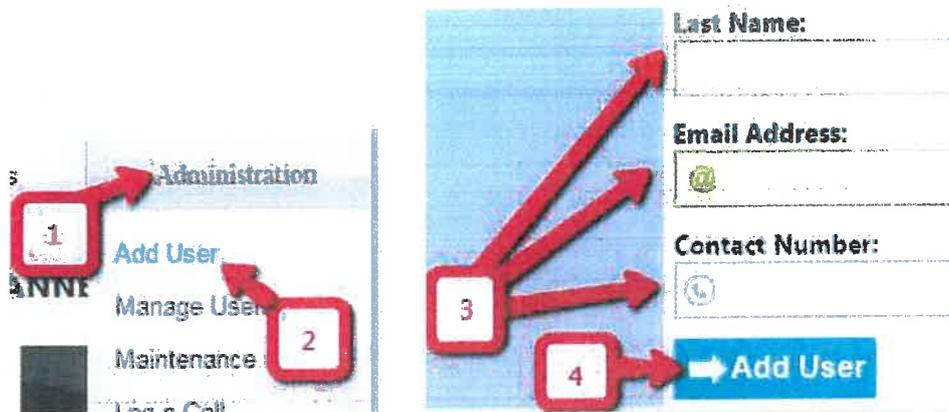
a. Insurance Manager Role

1. This user captures claims on BCS, they then copy the reference number provided, and this reference number will be used to update the fields automatically through the daily import.

7. Administrator Functions

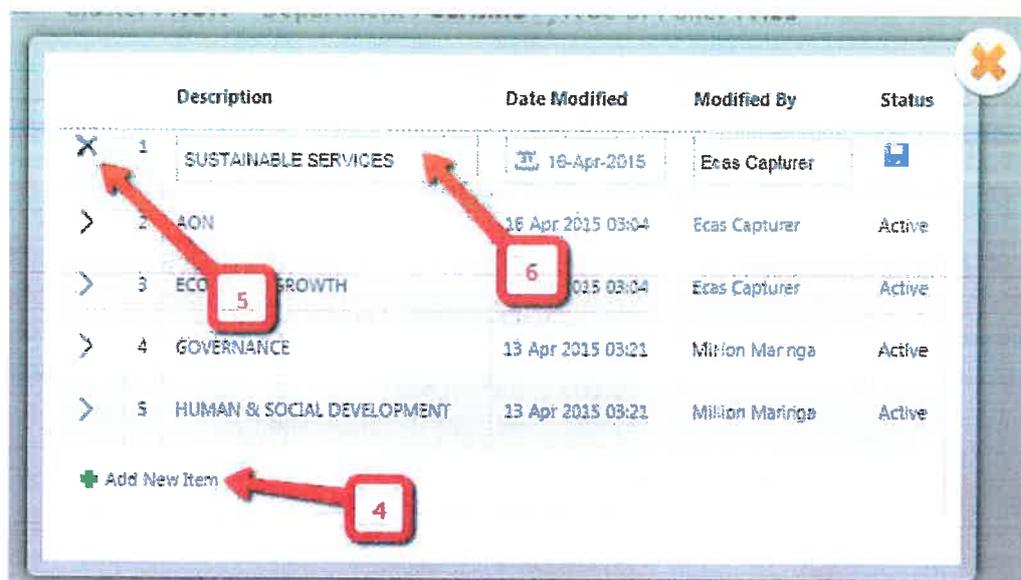
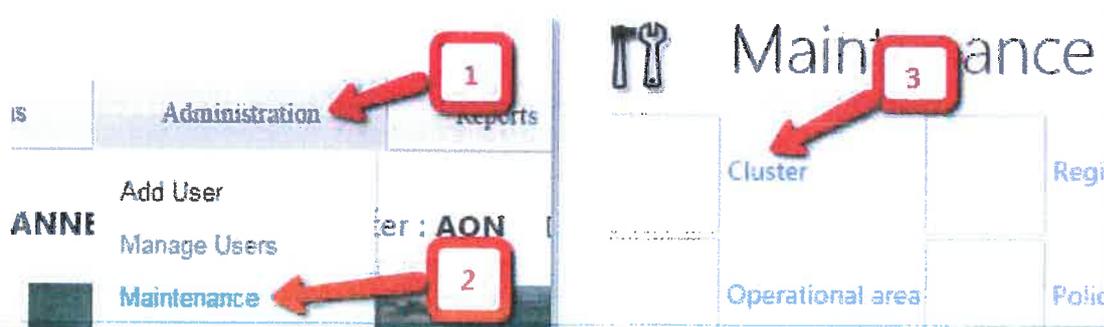
a. Adding a user

1. On the navigation bar, hover over **Administration**
2. Click on **Add user**
3. Type in the information in the relevant fields
4. Click on **Add User**



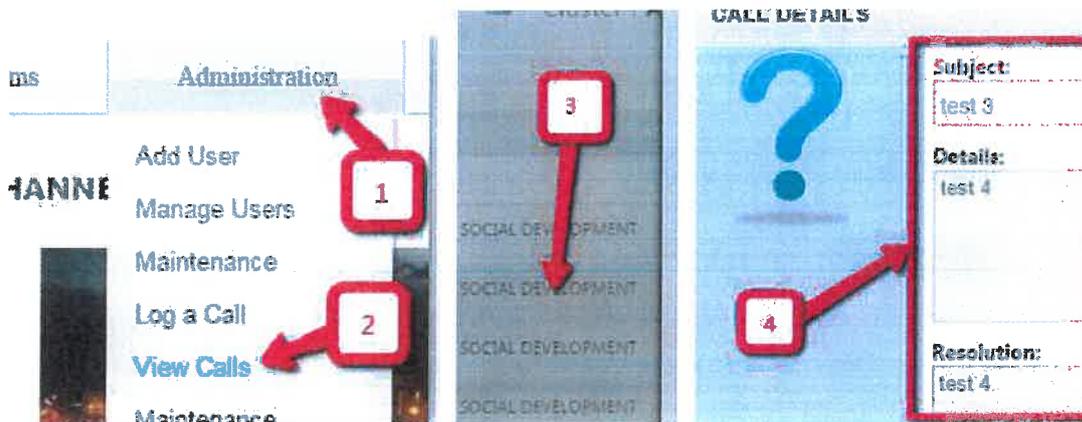
b. Maintenance lookups (Adding removing and modifying lookups)

1. Hover over **Administration**
2. Click on **Maintenance**
3. Select your desired maintenance screen
4. To add an item, click **Add item**, and click the save button (blue floppy disc)
5. To deactivate an item, click on the X button
6. To modify an item, click on the text, edit the text and click the save button (blue floppy disc)



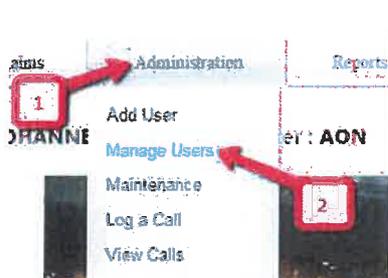
c. Viewing calls

1. On the menu bar, hover over **Administration**
2. Click on **View Calls**
3. Click on the call you would like to view and
4. The information will be displayed in a pop up screen



d. Editing user account details

1. On the menu bar, hover over **Administration**
2. Click on **Manage Users**
3. To search for a user, use the drop downs and/or type in the user's name
4. Click on the arrow on the left side of the user's name
5. Click **Edit User Details**
6. Modify the user's details as desired
7. Click on the **Update User** button



Name: Cluster: Department: Security Role

--Select Cluster-- --Select Department-- --Select Role--

ID	First Name	Last Name	Email	Cluster	Department
1	Andre	Green	ageen@ira.org.za	ECONOMIC GROWTH	JOHANNESBURG ROAD AG
2	ANDREW	VUMA	Andrew@ecburg.org.za	GOVERNANCE	ECOS ADMINISTRATION DE
3	Andrew	Mafe	andrew.mafe@waterco.za	SUSTAINABLE SERVICES	ECBURG WATER
4	Andre	Mavunda	amavunda@ira.org.za	ECONOMIC GROWTH	JOHANNESBURG ROAD AG

23 Apr 2015 02:07

23 Apr 2015 02:07

Edit User Details

Last Name:

Andre

Last Name:

Green

Email Address:

ageen@ira.org.za

Contact Number:

0112892650

Update User