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ENGAGEMENT AGREEMENT

FOR COIDA OPTIMISATION REVIEW

SOUTH AFRICAN COID INSTITUTE (PTY) LTD

(Reg. No. 2019/564778/07)

and

_____

The Client

(Reg. No. ____/_____/__)

011 706 9945 Fourways Golf Park, 36 Roos St, Fourways www.companywellness.co.za

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Introduction

Thank you for granting SA COID Institute (the "Advisor") the opportunity to make a proposal for the provision of advisory services to _____ ("the Client"). This document sets out our understanding of your requirements based on the discussions and/ or limited information made available to us. The document also sets out the terms and conditions to our services. The agreement is subject to SA COID Institute's Standard Terms of Business (refer to Appendix A of this document).

1. Project Scope

SA COID Institute will perform the determined advisory services in line with the project proposal elements below and it is expected that the project will take a maximum of 5 weeks to conclude. This will be facilitated by Company Wellness Solutions.

2. Process

The project process and team are as set out below.

The team will consist of G Barnard and/or R Shih.

A Non-Disclosure Agreement between the Client, and the Advisor ("the Parties") must be entered into prior to any sharing of confidential information by the Client.

Project Phases and Deliverables include:

- **Phase 1:** Collection and collation – disclosure, gathering and collecting of 3-5 year historical Return of Earnings ("ROE's") that relate the various applicable individual payrolls of the client. Disclosure of procedures and related compensation fund protocol across work areas and payrolls. This requires a power of attorney to access information

- **Phase 2:** Assessment - assessing collected data and procedures as well as protocol to determine the extent of compliance, efficiency and potential for optimisation. Consider the requirement for and extent of additional guidelines. (Guidelines being further principles rather than rules, which seek to guide decisions and criteria regarding an action point which is not expressly covered by policy rules due to its uncommon nature.)

- **Phase 3:** Best Practice and Fill-the-Gap – Consideration of areas where gaps in data, policy or procedure have been identified in order to address such gaps and thereafter include best practice and additional guidelines (where applicable)

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- **Phase 4:** Formulation of Deliverables – Drafting of a report indicating the general and registration class status, potential for improvement and or optimisation via improved processes, claiming of credits or refunds
- **Phase 5:** Post-Assessment and Close-out

NOTE: Should any optimisation or additional implementation be required, the parties may agree to negotiate such on a separate commercial basis.

3. Optional Scope

Should additional and unrelated services be required, such requirements would be addressed in a separate proposal and on a case-by-case basis.

4. Project Value

Based on our proposed advisory process and business model, the fee proposal is as follows:

The project, which includes its processes of Project Phases and Deliverables as set out in paragraph 2 above, will be performed by the Advisor free of fees. The success-based fee of 30% will be applied on the proven and realised savings amounts relating to assessment invoices of the first two (2) annual submission periods; retrospective periods as well as any other savings from the Advisor's engagement. Savings amounts are calculated by actual reductions achieved to the assessment invoices/statements.

The amounts indicated above are exclusive of VAT and invoice will be presented to the Client for approval, sign off and settlement within 30 days from invoice date (provided the Deliverables have been met and approved by the Client).

5. General

The project commencement date is intended to be as per Client requirements for conclusion within 3-5 weeks, subject to express project delays falling outside the sphere of control of the Parties as per the terms of Appendix A. Any extension of the project scope or amendment of terms will be reduced to writing and agreed to by the Parties. This may include the use of additional resources which will fall under the extension of scope as above, for authorisation.

Assumptions and Expectations

For purposes of clarification, it is expressly noted that SA COID Institute can only rely on the information provided to it by the Client during the project period, irrespective of whether such information is complete or correct, and SA COID Institute cannot be held liable for reliance on such information. SA COID Institute will take all reasonable steps to verify information provided to it for purposes of project execution.

Should project execution be delayed as a result of internal Client delays in flow of information or unavailability of stakeholders, such delay shall not be attributed to SA COID Institute or its team members.

It is expressly agreed that any intended or contemplated actions/ steps in relation to optimisation of Compensation Fund registrations which the Client or its staff have not implemented or effected at the date of engagement, but which is effectively executed and achieved by SA COID Institute, shall be regarded and included as a successful outcome delivered by SA COID Institute and be included in the calculation of the success fee detailed in paragraph 4 above.

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6. Infrastructure Requirements

The SA COID Institute team will effectively be based at their own offices. The team may however be required to travel to Client sites on occasion to meet with stakeholders and contributors. The main means of communication will be via email, telephonically, virtual meetings, and face to face meetings when required.

Should an issue be identified and require specific consideration, the Parties will determine whether such matter falls within the reasonable scope of this engagement, is a change of scope, or whether the matter will be regarded as a separate engagement to be contracted separately.

7. Conclusion

Thank you for affording SA COID Institute the opportunity to engage with AAA (Pty) Ltd on this project.

Yours sincerely

SA COID Institute (Pty) Ltd

Accepted and Acknowledged by:

Ray FJ Shih, Director.

Appendix A: Standard Terms of Business

SA COID Institute (Pty) Ltd ("the Advisor"), trading as SA COID Institute, is a South African company with limited liability. We are pleased to set out the Terms of Business that will apply to the services which will be provided to the Client, as defined in the attached terms of engagement (the "Terms of Engagement"). Once signed by both parties these Terms of Business and the Terms of Engagement form the Contract between the Advisor and the Client ("the Parties").

1. The Services that will be provided

1.1. The Services – The Advisor will provide the services described in, and at the location(s) set out in the Terms of Engagement. Where the Terms of Engagement refer to services ("the Services") to perform this means that the Advisor will provide the Client with the Services and will be responsible for the management and control of the Services and the quality of any Deliverables listed or referred to in the Terms of Engagement. Where the Terms of Engagement refer to services to assist the Client this means that the Advisor will use reasonable skill and care to assist the Client with its project, but the Client will be responsible for the overall management and control of the Services and for the results to be achieved from using the Services.

1.2. The Advisor's Staff - Where individual members of the Advisor`s staff (including directors) are named in the Terms of Engagement, the Advisor will make every reasonable effort to ensure that the named individual(s) are available to support its work for the Client for the estimated period stated in the Terms of Engagement. Where the Advisor considers changes in its named staff necessary or appropriate, for reason of, inter alia, resignation, relocation, training or illness, it may make the changes after giving the Client reasonable notice and the details of replacement staff.

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1.3. Timetable - Where a Timetable is referred to or set out in the Terms of Engagement the Advisor will make every reasonable effort to meet its obligations in accordance with such Timetable.

1.4. Changes to Services - Either Party may request changes to the Services or changes to any other aspect of the Agreement. Requests for changes must be sufficiently detailed in writing to enable the other Party to assess the impact of the requested change on the cost, Timetable or any other aspect of the Agreement. Both Parties agree to work together to consider, and, if appropriate, agree to any changes and resultant cost variations.

1.5. Agreement Management - Each Party may designate a contact that will be responsible for managing all issues relating to the performance of the Agreement.

2. Deliverables

2.1. Preparation and Delivery – The Advisor shall deliver the Deliverables listed or referred to in the Terms of Engagement.

2.2. Acceptance - The Deliverables will be accepted by the Client when the acceptance criteria specified in the Terms of Engagement, if any, have been met or when the Client makes any productive or live use of the Deliverables, whichever occurs first. Where no criteria are specified, the Deliverables will be considered as accepted on formal written confirmation by the Client.

2.3. Freedom to Use Ideas – The Advisor shall not be prevented or restricted by this Agreement from developing and using any techniques, ideas, concepts or know-how relating to methods or processes of general application, including those in the fields of information technology and business processes.

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2.4. Reports

2.4.1. Oral and Draft Reports - No interim feedback, whether oral or written, or a Deliverable not designated as a final Deliverable shall constitute the Advisor`s definite findings and conclusions, and the Advisor shall not be liable under any circumstances should the Client use such information. These will be contained solely in the Advisor`s final written report, which shall be designated as such.

2.4.2. Workshops - Any reports arising from workshops comprise the workshop participants` views and not necessarily the Advisor's views.

3. The Client's Responsibilities

The Advisor`s performance is dependent on the Client carrying out its responsibilities as set out in this Agreement.

3.1. Information and Materials - The Client agrees to provide all information and materials reasonably required to enable the Advisor to provide the Services at its own cost.

3.2. The Client's Staff - The Client shall ensure that its staff are available to provide such assistance as the Advisor reasonably requires and that the Advisor is given reasonable access to relevant management, as well as any members of the Client's staff, to enable the Advisor to provide the Services. The Client shall be responsible for ensuring that its staff has the appropriate skills and experience. If any of its staff fails to perform as required, the Client shall make suitable additional or alternative staff available.

3.3. Incomplete or contemplated interventions by Client - It is expressly agreed that any intended or contemplated actions/ steps in relation to optimisation of Compensation Fund/ FEM/ RMA registrations which the client or its staff have not implemented or effected at the date of engagement, but which is effectively executed and achieved by SA COID Institute, shall be regarded and included as a successful outcome

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delivered by SA COID Institute and included in the calculation of the success fee detailed in paragraph 4 of the Terms of Engagement.

3.4. Suppliers and other Third Parties - Should it be applicable, where the Client uses third parties to provide materials, information or support to a project, including but not limited to where the Client is employing other suppliers, whose work may affect the Advisor's ability to provide the Services, the Client shall ensure that it has appropriate agreements in place with those third parties to enable the Advisor to perform the Services under the terms of this Contract.

3.5. Payment for Services – The Client agrees to pay for the Services as set out in the Terms of Engagement and paragraph 4 below.

4. Fees and Payment

4.1. How Fees will be calculated - Fees will be charged on the basis set out in the Terms of Engagement.

4.2. Fee Estimates (where applicable) - Any estimate given by the Advisor of any charge whether for planning or any other purpose is only an estimate and is based on the Advisor`s bona fide estimate of the extent of the work to be done. The Client accepts that should circumstances arise that could not reasonably have been foreseen at the time of preparing the fee estimate, the Client shall accept and pay any additions to this estimate in respect of the extra work occasioned by these circumstances, providing that the Advisor specifies both the circumstances and the amount of additional work to be done before incurring the additional work. All fee estimates, unless otherwise specified, exclude value-added tax.

4.3. Termination for Breach of Contract - The Agreement may be terminated by either Party by written notice with immediate effect if the other commits a material breach of any term of this Agreement that is not remedied within 30 days of dispatch of a written request to remedy the same.

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4.4. Termination for Insolvency - The Contract may be terminated by either Party by written notice in the event that the other Party is unable to pay its debts or has a receiver, administrator, liquidator or similar person or officer appointed or compromises generally with its creditors or ceases for any other reason to carry on business or in the reasonable opinion of the other Party any of these events appears likely.

5. Confidentiality

5.1. The Advisor`s staff are subject to the Non Disclosure Agreement entered into between the Client and the Advisor, (if such was signed) and otherwise under a professional obligation not to disclose to a third party any information confidential to the Client. Similarly, reports by the Advisor are for the use of the Client alone and may not be disclosed to third parties without the Advisor's prior written consent and, in any event, the Advisor makes no representations to such third parties and shall have no liability to them.

5.2. Notwithstanding 5.1 above, either Party shall be entitled to disclose confidential information of the other (i) to its respective insurers or legal advisers, or (ii) to a third party to the extent required by law, provided that in the latter case (and without breaching any legal requirement), where reasonably practicable not less than two business days' notice in writing is first given to the other Party.

6. Liability

6.1. The Advisor shall use reasonable skill and care in the provision and delivery of the Services and the Deliverables.

6.2. All findings and recommendations will be made by the Advisor in good faith and on the basis of information available at the time. Its achievement depends to a degree on factors outside the Advisor's control.

Accordingly, no statement in any report, letter or other document issued or adopted by the Advisor is to be deemed to be in any circumstances a representation, undertaking, warranty, guarantee or contractual term and no claim whatsoever will lie against the Advisor if such statement proves inaccurate.

6.3. The Advisor will not be liable to the Client or any cessionary, assignee, successor or third party claiming through or on behalf of the Client for any punitive damages whatsoever or for any consequential or other loss or damages beyond the maximum liability specified being limited to the project fee.

6.4. The Services and the Deliverables are provided solely for the benefit and use of the Client unless provided otherwise in the Terms of Engagement. Accordingly, the Client may not provide copies of the Deliverables or make the benefit of the Services available to any third party. The Advisor accepts no liability or responsibility to any third party that benefits from, relies upon, or uses the Services or gains access to the Deliverables. The Client agrees to indemnify the Advisor against any liabilities, losses, expenses or other costs it reasonably incur in connection with any claims against it by such third parties.

6.5. The Advisor shall not be liable for any loss, damages, costs or expenses directly or indirectly incurred as a result of information supplied by, or misrepresentations, negligence, fraudulent acts or default on the part of the Client, its directors, employees, contractors or agents. The Client indemnifies the Advisor and holds it harmless against all and any claims made against it by any party whatsoever in respect of any such loss, damages, costs or expenses and against the actual costs incurred by the Advisor in defending such claims.

6.6. All warranties, terms, conditions, representations (other than those expressly set out in this Agreement) are excluded, including but not limited to all implied, tacit and statutory terms.

7. General

7.1. Sub-contracting - The Advisor reserves the right to employ agents and sub-contractors to assist it when providing any part of the Services. Any reference to the Advisor's staff in the Contract includes agents and sub-contractor staff and their respective employees, agents, partners or sub-contractors who perform work in connection with the Services, where the individual agent or sub-contractor is sub-contracted by the Advisor. The Advisor shall remain liable to the Client in respect of any Services provided, subject to the other provisions of the Contract. Notwithstanding the aforegoing, the Advisor shall be under an obligation to notify the Client of such sub-contracting arrangements as and when they occur.

7.2. Force Majeure - Neither Party will be liable to the other for any delay or failure to fulfil obligations caused by circumstances outside its reasonable control.

7.3. Assignment - Neither Party may cede, assign, delegate, transfer, encumber, charge or otherwise seek to deal in any of its rights or obligations under this Contract without the prior consent of the other Party.

7.4. Waiver - No delay by either Party in enforcing any of the terms of this Contract will affect or restrict its other rights and powers arising under the Contract. No waiver of any term of this Contract will be effective unless mutually agreed in writing.

7.5. Notices - Notices must be served either personally, sent by prepaid registered post, e-mailed or faxed to the address of the other Party given in this Contract or to any other address as the Parties may have notified during the period of the Contract. Any notice sent by post will be deemed to have been delivered 7 days after sending. Any notice sent by fax, e-mail or served personally will be deemed to have been delivered on the first working day following its dispatch.

7.6. Amendment - Any amendment or consensual variation, cancellation or termination of this Agreement, or any of its terms, will not be effective unless agreed in writing and signed by both Parties.

7.7. Survival - The provisions of this Agreement that expressly or by implication are intended to survive its termination or expiry will survive and continue to bind both Parties.

7.8. Staff (Non-Solicitation) - Neither Party shall during the period of this Agreement or within 12 months / 1 year of its termination or expiry solicit directly or indirectly any employees of the other who have been involved in providing or receiving Services or otherwise connected with this Agreement. This will not restrict either Party from employing staff who apply unsolicited in response to a general advertising or other general recruitment campaign.

7.9. Working for Other Clients - The Advisor shall not be prevented or restricted by anything in this Agreement from providing services for other clients.

7.10. Severance / Validity of Agreement Provisions - If any provision of this Agreement is held to be invalid, in whole or in part, such provision shall be deemed not to form part of the Agreement. In any event the enforceability of the remainder of the Agreement will not be affected.

7.11. Entire Agreement - This Agreement, including any attachments or referenced documents, forms the entire agreement between the Parties relating to the Services. It replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral. The headings and titles in this Agreement are included for ease of reference but do not form part of the Agreement.

7.12. Applicability - The Agreement shall apply to work undertaken in relation to the Client, its holding company or any of its subsidiaries, associated or related companies.

7.13. Permission - The Client grants permission to use its logos for presentations and on the Advisor's official website. This non-exclusive permission is valid throughout the business relationship and can be terminated with a 30-day written notice. SACi will use the logos professionally and cease usage promptly upon termination.

8. Dispute Resolution and Governing Law

8.1. Should any dispute arise between the Parties they will attempt to resolve the dispute in good faith through senior-level negotiations. If the dispute is not resolved through negotiation or mediation within a reasonable time both Parties agree that it shall be finally resolved in accordance with the rules of the Arbitration Foundation of South Africa by an arbitrator or arbitrators appointed by the Foundation.

8.2. The Agreement is governed by the laws of the Republic of South Africa.

Name + Surname	Date	Signature

Client Representative (Duly authorized to sign this agreement)