



ARCANGEL PROTECTION SERVICES PROPRIETARY LIMITED

STANDARD TERMS AND CONDITIONS



1. DEFINITIONS AND INTERPRETATION

In these Terms and Conditions, unless clearly inconsistent with or otherwise indicated by the context:

Act	means the Private Security Industry Regulation Act 56 of 2001, as amended from time to time;
Bespoke Intellectual Property	means any form of intellectual property recognised and protected under law that is created by or on behalf of the Service Provider during the provision of the Services;
Best Practice	means a technique or methodology that, through experience and research in the private security industry, has proven to reliably lead to a desired result. A commitment to using best practices in any field is a commitment to using all the knowledge and technology at one's disposal to ensure success;
Business Day	means any day other than a Saturday, Sunday or official public holiday in South Africa;
Cancellation Charge	means any amount payable by the Client to the Service Provider as a result of a termination of the Services by the Client prior to the expiry of the Period. To the extent that any cancellation charges are payable by the Client, such cancellation charges shall be stipulated in the Order Form;
Client	means the client as defined in the Order Form;
Client Intellectual Property	means any form of intellectual property recognised and protected under law which belongs to the Client;
Code	means the Code of Conduct for Security Services Providers published under the Act;
Fees	means the fees payable by the Client to the Service Provider in respect of the Services as set out more fully in the Order Form;
Losses	means all losses, damages, costs, claims, judgments and penalties;
Order Form	means the order form concluded by the Service Provider and the Client which order form details, <i>inter alia</i> , the Services to be provided by the Service Provider to the Client and the fees payable by the Client in respect of the Services;
Parties	means the Service Provider and the Client and Party means, as the context requires, any one of them;
Period	means the period for which the Service Provider must render the Services as stipulated in the Order Form;
PSIRA	means the Private Security Industry Regulatory Authority of South Africa;
Service Levels	means any service levels with which the Service Provider must comply as stipulated in the Order Form;
Service Provider	means Arcangel Protection Services Proprietary Limited (Registration number: 2012/085072/07), a private company duly incorporated in accordance laws of the Republic of South Africa;
Service Provider Intellectual Property	means any form of intellectual property recognised and protected under law which belongs to the Service Provider;
Services	means the services to be rendered by the Service Provider to the Client as detailed more fully in the Order Form;
Signature Date	means the date of the last signature of the Order Form;
South Africa	means the Republic of South Africa; and
Terms and Conditions	means these terms and conditions.

Any reference in these Terms and Conditions to:



a **clause** is, subject to any contrary indication, a reference to a clause of these Terms and Conditions;

law means any law including common law, statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other measure of any government, local government, statutory or regulatory body or court, having the force of law; and

person is a reference to any natural or juristic person, firm, company, corporation, government, state, agency or organ of a state, association, trust or partnership (whether or not having separate legal personality).

Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

The headings do not govern or affect the interpretation of these Terms and Conditions.

If any provision in a definition confers rights, or imposes obligations on any Party, effect is given to it as a substantive provision of these Terms and Conditions.

Unless the context indicates otherwise, an expression which denotes any gender includes both the others; reference to a natural person includes a juristic person; the singular includes the plural, and the plural includes the singular.

Any number of days prescribed in these Terms and Conditions excludes the first day and includes the last day and any relevant action or notice may be validly done or given on the last day.

Unless the context indicates otherwise, if the day for payment of any amount or performance of any obligation falls on a day which is not a Business Day, that day will be the next Business Day.

The words **including** and **in particular** are without limitation.

Any reference to legislation is to that legislation at the Signature Date, as amended or replaced from time to time.

Any reference to a document or instrument includes the document or instrument as ceded, delegated, novated, altered, amended, supplemented or replaced from time to time.

A reference to a Party includes that Party's successors-in-title and permitted assigns.

A time of day is a reference to Johannesburg time.

The rule of interpretation that, in the event of ambiguity, the contract must be interpreted against the party responsible for the drafting of the contract does not apply.

Unless the context indicates otherwise, no provision of these Terms and Conditions constitutes a stipulation for the benefit of any person who is not a party to these Terms and Conditions.

Where any term is defined within the context of any particular clause in these Terms and Conditions, the term, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, will bear the same meaning as ascribed to it for all purposes in terms of these Terms and Conditions, even though that term is not defined in this interpretation clause.

The reference to any South African legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official, or any legal concept or thing will in respect of any jurisdiction other than South Africa be treated as a reference to any analogous term in that jurisdiction.

2. PREVIOUS AGREEMENTS BETWEEN THE PARTIES

Upon execution of an Order Form, the terms and conditions of the Order Form as read together with these Terms and Conditions shall replace any agreement(s) and/or other document entered into between the Parties regarding the Services contemplated in the Order Form.

3. DURATION

The Client has appointed the Service Provider to provide the Services to it for the Period.

The Service Provider shall provide the Services for the Period unless the Services are terminated earlier in accordance with these Terms and Conditions.

The Client shall be permitted to terminate the Services at any time after the Signature Date, upon written notice to the Service Provider. In the event that the Client terminates the Services as aforesaid, the Client shall be liable to effect payment to the Service Provider of a Cancellation Charge in accordance with the provisions of the Order Form.



Any Cancellation Charges payable by the Client to the Service Provider shall be payable by the Client immediately upon receipt of an invoice therefor from the Service Provider.

The Service Provider shall be permitted to terminate the Services at any time after the Signature Date upon one month's prior written notice to the Client.

4. APPLICATION TO ALL ORDER FORMS

These Terms and Conditions shall apply to the rendering of the Services in terms of the Order Form. The Services described in the Order Form shall accordingly be provided upon the terms and conditions of the Order Form and of these Terms and Conditions as if incorporated in such Order Form.

In the event of a conflict between the provisions of these Terms and Conditions and an Order Form, the provisions of the Order Form shall prevail.

The conclusion of each Order Form shall create a separate and independent agreement in respect of the Services described in such Order Form. In the event that the Client has concluded more than one Order Form with the Service Provider, a breach by the Client of the terms of one Order Form shall be a breach of the agreement in respect of the Services described in that Order Form only.

5. SERVICES

With effect from the commencement of the Period as stipulated in the Order Form, the Service Provider will render the Services to the Client.

The Service Provider will use adequate numbers of appropriately skilled, qualified and experienced personnel, and all equipment assets and other resources necessary to provide the Services in accordance with the Service Levels.

The Service Provider will, throughout the Period, consider the requirements of the Client and apply its expertise to ensure that it renders the Services in a manner which meets the needs of the Client.

If the changing requirements of the Client necessitate a change in the Services, the Parties shall conclude a new Order Form in respect of such changed Services. Similarly, in the event that the Client wishes to add or remove services from the Services, such amendment to the Services will be given effect to by the conclusion of a new Order Form. The Parties expressly acknowledge and agree that the Service Provider shall not be obliged to effect any change to the Services and/or to add or remove any services unless and until the Parties have concluded a new Order Form.

The Services will be performed in accordance with the terms and conditions stipulated in the Order Form and in accordance with any applicable Service Levels.

Where the performance of the Services requires the Service Provider to liaise or cooperate with the Client and/or the Client's personnel and/or other contractors rendering services to the Client, the Service Provider undertakes to give its reasonable cooperation and to deal with all such persons in a professional and courteous manner. The Client undertakes cooperate and/or to procure the cooperation of its personnel and/or contractors in their interactions with the Service Provider.

6. SERVICE LEVELS

Where Service Levels apply, these are set out in the Order Form.

7. INTELLECTUAL PROPERTY

The Client retains all rights and interests in the Client Intellectual Property save as stated in this Agreement. The Service Provider may have access to and use of such Client Intellectual Property as is necessary for the performance of the Services, solely for the purpose of performing the Services.

The Service Provider retains all rights and interests in the Service Provider Intellectual Property.

All Bespoke Intellectual Property will be the property of the Service Provider.

8. SUBCONTRACTORS

The Service Provider shall be permitted to subcontract any portion of the Services upon written notice to the Client.



Subcontracting does not relieve the Service Provider from any of its obligations in terms of the Order Form or these Terms and Conditions and the Service Provider will be liable to the Client for all of the actions and/or omissions of its subcontractors as if such actions and/or omissions were those of the Service Provider itself.

9. FEES

As compensation for the Services, the Client shall effect payment to the Service Provider of the Fees.

The Fees payable by the Client to the Service Provider shall be paid by the Client in accordance with the timelines for payment stipulated in the Order Form. All payments by the Client are to be made by way of electronic funds transfer into the following bank account of the Service Provider (or such other bank account as the Service Provider may notify the Client in writing from time to time):

Account holder: Arcangel Protection Services (Pty) Ltd
Account number: 627 895 574 55
Bank: First National Bank
Branch Code: 250655
Ref: **Please use your client account number & name*

Payment of the Fees set out in the Order Form shall be made free of any costs, charges or expenses and without any deduction, set-off or counterclaim whatsoever.

In the event that the Client should utilise a banking, electronic or similar service to make payment of the Fees to the Service Provider, the provider of such service shall be deemed to be the agent of the Client.

Should any portion of the Fees not be paid when they become due for any reason whatsoever, the Service Provider shall be entitled to charge the Client interest on such outstanding portion of the fees at 10% per annum compounded monthly.

10. CONFIRMATION POLICY

Upon receipt of payment, bookings will be processed, dispatched and confirmed by way of an electronic notification.

11. CANCELLATION CHARGES

On acceptance of the quotation the following cancellation fees will apply:

Manpower

- 7-day's notice period is required for cancellation of confirmed assignment.
- 48 hour's notice period - 50% of total price
- 24 hours before assignment - 100% of total price

Vehicles

- 48 hour's notice period - 50% of vehicle hire charge
- less than 48 hour's notice period - 100% of vehicle hire charge

12. THE CLIENT'S GENERAL OBLIGATIONS

The Client undertakes to:

where the Service Provider depends on and requests the provision of information and assistance from the Client in order to perform the Services, provide the information and assistance in a timely manner;

perform its obligations in terms of the Order Form and/or these Terms and Conditions within the time periods prescribed or within a reasonable period of time if none are stated;

not withhold or delay any instruction required of it;

cooperate with the Service Provider and its personnel, and to procure the cooperation of the Client's personnel with the Service Provider and its personnel;

comply with all reasonable instructions given to it by the Service Provider regarding the Services;



as soon as reasonably possible after the Signature Date, nominate one or more persons as the Client's contact person in respect of the Services. In this regard the Client shall provide the Service Provider with a written notification including the full names, telephone numbers or other means of communication with such persons in the event of any emergency; and

ensure that one of its representatives will attend operations meetings where same are required. Any operations meetings as contemplated in this clause shall be held at a time and place to be agreed between the Client and the Service Provider in writing.

In the event that the Client fails, in any manner whatsoever, to comply with its obligations in terms of this clause 10, the Parties specifically acknowledge and agree that the Service Provider shall not be held liable in respect of any Losses suffered by the Client as a result of such failure.

To not employ / contract Arcangel representatives, in either their natural or corporate capacity, for utilization in any capacity within or on behalf of the Client for the duration of the contract and for one year after the cessation of the contract. Departure from this clause can be given by Arcangel if requested by the Client and on the payment of a finder's fee equivalent to 6 months contract fee, by the Client per Arcangel Representative required under this clause.

13. THE SERVICE PROVIDER'S GENERAL OBLIGATIONS

Without derogating from any of its other obligations in terms of these Terms and Conditions and/or the Order Form, the Service Provider will:

perform the Services in accordance with Best Practices;

cooperate with the Client and/or their personnel;

provide its personnel with all equipment and resources necessary for their performance of the Services;

communicate all information, findings and knowledge gained during the Services that is, or may be, beneficial to the Client;

comply with the Act and the Code and any other laws or regulations promulgated or passed hereafter relating to and regulating the private security industry;

comply with all reasonable instructions, recommendations and proposals given by the Client concerning the provision of the Services;

ensure that a senior member of its management attends operations meetings where same are required. Any operations meetings as contemplated in this clause shall be held at a time and place to be agreed between the Client and the Service Provider in writing;

in its employment practices, comply with all employment and/or labour laws and/or regulations applicable in the Republic of South Africa;

provide training to its personnel on a regular basis, in accordance with industry standards and requirements, to ensure that its personnel are of a quality and level as will enable the Service Provider to comply with its obligations in terms of the Order Form and these Terms and Conditions; and

provide the Client with such information as may be reasonably requested by it including, without limitation, advising the designated representative of the Client of incidents which have occurred during the provision of the Services and compiling and forwarding an incident report to the Client. All such incident reports will be provided by the Service Provider to the Client as soon as reasonably possible after such incidents have occurred.

14. REGISTRATION, VETTING AND APTITUDE OF SERVICE PROVIDER PERSONNEL

Registration

The Service Provider warrants that it, its directors, persons performing executive and/or management functions and all its employees rendering Services to the Client are registered with PSIRA and all other relevant legislative authorities that are applicable or that may become applicable.

The Service Provider shall ensure that only South African citizens and/or persons who have permanent resident status in South Africa are employed for the performance of the Services to the Client, in accordance with PSIRA requirements.



Vetting

The Service Provider warrants that it has vetted all of its employees rendering Services to the Client. For the purposes of this clause, the vetting process includes the following verification processes:

formal qualification verification; and

criminal record verification.

Aptitude

The Service Provider shall ensure that all of its employees rendering Services to the Client shall be mentally and physically capable of performing all assigned duties and have satisfactory English communication skills.

15. IDENTIFICATION, UNIFORM AND SECURITY RELATED RESOURCE REQUIREMENTS

Dress code

While performing the Services, the Service Provider shall ensure that all of its employees shall be appropriately dressed.

The dress code of the security personnel will be in accordance with the specific requirements of the Client as set out more fully in the Order Form.

The Service Provider shall take reasonable steps to ensure that the security personnel's appearance is at all times neat, acceptable and appropriate.

Security related resources / equipment

The Service Provider shall supply its personnel with all equipment and resources necessary for such personnel to perform their duties optimally and to ensure that the required Services are rendered to the Client in accordance with the Order Form and any applicable Service Levels.

Equipment shall be issued to the personnel based on their post and capacity as well as the nature of the risks which they can be expected to encounter during the provision of the Services to the Client.

16. FIREARMS

The Service Provider shall ensure that it implements an appropriate process to control the firearms supplied by it to its personnel. The Service Provider warrants that the aforementioned process will be in accordance with all applicable laws related to the possession, ownership and/or use of firearms.

17. STATUORY COMPLIANCE

Throughout the Period the Service Provider shall ensure that it materially complies with all applicable laws related to the provision of security services.

18. CERTIFICATION AND ACCREDITATION

The Service Provider shall maintain its registration status and good standing with PSIRA throughout the Period.

19. ARMED ESCORT

To the extent that the Services to be provided to the Client include the provision of armed escort services by the Service Provider, the Service Provider will:

to the extent possible, adapt to the movements of the Client thereby maximising the efficiencies between the Service Provider's logistics in providing the armed escort services and ensuring the safety of the Client, the Client's vehicle and/or the Client's assets;

ensure that armed escorts are in continuous communication with the Service Provider;

ensure that the type of vehicles used in armed escorting are appropriate for the environmental and operational requirements of such escorting as is set out more fully in the Order Form; and

ensure that all the Service Provider's vehicles and equipment are checked, monitored and maintained at regular intervals so as to ensure that such vehicles and equipment are in good condition.



20. CLOSE PROTECTION SERVICES

To the extent that the Services to be provided to the Client include the provision of close protection services by the Service Provider, the Service Provider shall ensure that the close protection services are provided using the following approach:

To the extent reasonably possible, the close protection officers shall integrate their protective duties into the daily pattern and/or routine of the Client to ensure a safe working and living environment for the Client while also continually assessing the situation and procedures in place to safeguard the Client against threats.

All close protection officers shall, at a minimum, comply with the following:

they shall be currently and validly certified as a close protection officer in terms of an accredited agency which has the authority and capacity to issue such certifications in terms of the South African Qualifications Authority;

all close protection officers shall be obliged to undergo training on a continuous basis. All such training shall be co-ordinated by the Service Provider with the specific close protection officer rendering close protection services to the Client and shall take place at a time and place which is convenient for the close protection officer while ensuring that the provision of the close protection services to the Client in accordance with the Order Form is not compromised; and

possess one or more valid firearm licenses (if applicable).

Equipment and dress code

Depending on the needs of the Client and the type of close protection services which are required (as is more fully set out in the Order Form), the close protection officer will either be armed or unarmed.

The dress code of the close protection officer will be determined based on the relevant circumstances which circumstances shall include but not be limited to:

the Client's daily activities; and/or

any specific requests made by the Client in this regard as stipulated in the Order Form.

Vetting and verification

The Service Provider shall ensure that the close protection officer is put through stringent verification and vetting processes prior to him/her being assigned to the Client. The aforementioned verification and vetting processes shall include, but not be limited to, random polygraph tests to ensure the safety and confidentiality of the Client.

21. LIMITATION OF LIABILITY

Notwithstanding any other provision of the Order Form and/or these Terms and Conditions to the contrary, the Parties specifically acknowledge and agree that the Service Provider's maximum liability to the Client, in aggregate, in respect of any Losses of any nature whatsoever and howsoever arising which the Client may suffer as a result of the actions and/or omissions of the Service Provider shall be limited to the amount of the Service Provider's insurance cover contemplated in clause 0.

With effect from the Signature Date, the Service Provider shall take out and maintain in effect one or more insurance policies in respect of the Services rendered by it. The Service Provider shall, upon receipt of a written request therefor, provide the Client with a true copy of such insurance policy/ies.

The Service Provider shall not be held liable for any Losses suffered by the Client as a result of the Client's own negligence and/or the Client's failure to properly perform its obligations contained in the Order Form and these Terms and Conditions.

Neither Party is liable for any consequential or indirect Losses.

The limitation of liability in this clause 0 does not apply to losses arising from fraud and/or wilful misconduct.

22. CONFIDENTIALITY



Each Party shall treat as strictly confidential all information received or obtained as a result of concluding the Order Form and thereby agreeing to the terms of these Terms and Conditions which relate to:

- the provisions of the Order Form and these Terms and Conditions;
- the negotiations relating to the Order Form;
- the subject matter of the Order Form and these Terms and Conditions;
- any information provided in terms of the Order Form or for purposes of the transactions contemplated in the Order Form; and/or
- the other Party.

Either Party may disclose information which would otherwise be confidential if and to the extent:

- required by law;
 - required by any securities exchange or regulatory or governmental body to which either Party is subject, wherever situated, whether or not the requirement for information has the force of law;
 - required to vest the full benefit of the Order Form or these Terms and Conditions in either of the Parties;
 - disclosed to the professional advisers, auditors and bankers of either Party;
 - the information has come into the public domain through no fault of that Party; and/or
 - the other Party has given prior written approval to the disclosure, such approval not to be unreasonably withheld or delayed,
- provided that any information so disclosed shall be disclosed only after notification to the other Party.

Neither Party shall make any public announcement (save for any announcement required under applicable law or the rules of any securities exchange or regulatory body to which such Party or its affiliates are subject) regarding the transactions contemplated in the Order Form and these Terms and Conditions unless such announcement has been approved by the other Party in writing, provided that such approval shall not be unreasonably withheld or delayed.

23. FORCE MAJEURE

If any Party is delayed in performing or fails to perform any of its obligations under the Order Form and/or these Terms and Conditions as a consequence of a force majeure event, then those obligations shall be deemed to have been suspended to the extent that and for so long as the affected Party is so prevented from fulfilling them and the corresponding obligations of the unaffected Party shall be suspended to the corresponding extent.

For the purpose of these Terms and Conditions, the expression "**force majeure event**" means, in respect of a Party, any event or circumstances, or combination of events or circumstances, occurring on or after the Signature Date, the occurrence of which is beyond the reasonable control (directly or indirectly) of, and could not have been avoided by steps which might reasonably be expected to have been taken by such Party acting as a reasonable and prudent Party. Without prejudice to the generality of the foregoing, such events or circumstances shall include:

an act of nature, act of public enemy, act or threat of terrorism, war, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism, explosions, lightning, fire, flood, storm, drought, earthquake or extreme weather;

breakdown of transport carriers, denial of the use of railway or other means of public transport, plant breakdown, major breakdown of machinery or equipment or accidents, which could not have been prevented by a reasonable and prudent Party;

governmental restraint or other legislation, by-law, regulation or directive (such restraint, act, other legislation, by-law or directive arising or coming into effect after the Signature Date hereof) of any authority having jurisdiction over such Party or any inability to obtain or cancellation of any consent, approval or licence rendering it unlawful for such Party to comply with its obligations hereunder; and

strikes, lockout, work stoppage or other industrial action or disturbance by workers or employees irrespective of whose employees are involved.

During the continuance of a force majeure event:



the affected Party shall as soon as practicable give written notice of the occurrence of the force majeure event to the other Party, such notice including information about the circumstances, the likely duration of such circumstances (if known), the extent to which the Party giving such notice shall be prevented from or impeded in carrying out any of its obligations under the Order Form and/or these Terms and Conditions and a statement of the steps necessary to remedy such occurrence; and

the affected Party shall take all reasonable steps to remedy the force majeure event and to minimize the effect of such circumstances upon the performance of its obligations under the Order Form and/or these Terms and Conditions.

If the force majeure in question prevails for a continuous period of 30 days or more, either Party may terminate the Order Form (without incurring any liability towards the other Party) upon written notice to the other Party.

24. DISPUTE RESOLUTION

Any dispute arising out of or in connection with an Order Form and/or these Terms and Conditions must be resolved in terms of this clause 24.

Disputes must be referred to senior executives of each Party with settlement authority as soon as possible for attempted resolution. The Parties' senior executives must attempt to resolve the dispute as speedily as possible and will meet as often as necessary to do so.

Any settlement must be recorded in writing and signed by the senior executives on behalf of each Party.

The senior executives will have failed to resolve the dispute when either Party declares this to be the case.

If the dispute is not resolved by the senior executives, the dispute will be resolved by way of arbitration at the instance of either Party.

The arbitration will be held subject to the provisions of this Agreement:

at Sandton;

with only the Parties, their legal representatives, arbitrator/s and any witnesses who may be called to give evidence present; and

otherwise in accordance with the provisions of the Arbitration Foundation of Southern Africa (**AFSA**).

The arbitrator will be a practising advocate with no less than ten years' standing agreed upon between the Parties.

If the Parties cannot agree upon an arbitrator in terms of clause 0 within ten Business Days after the arbitration has been demanded, the nomination will be made by the chairman of AFSA at the request of either Party.

The arbitration will be conducted in the English language.

Subject to clause 0, all information concerning the arbitration proceedings, all evidence led or presented and the arbitrator's award will be confidential.

The arbitrator will be obliged to give written reasons for the award.

The decision of the arbitrator will be subject to appeal in terms of the appeal rules of AFSA.

Either Party may have the award of an arbitrator, including an award on appeal made an order of court.

Nothing contained in this Agreement will prevent either Party from applying to court for urgent or interdictory relief.

This clause 24 constitutes each Party's irrevocable consent to arbitration proceedings, and no Party may withdraw from such proceedings or claim that it is not bound by this clause.

The Parties will continue to perform their respective obligations under this Agreement pending the resolution of a dispute, it being agreed that neither Party may, without the agreement of the other, terminate this Agreement based on the issues under dispute until the dispute is finally resolved.

A demand by a Party to submit a dispute to arbitration in terms of this clause 24 is adequate legal process to interrupt any time bar laws in respect of legal claims.

This clause 24 is a separate, divisible clause from the rest of this Agreement and will remain valid and enforceable in perpetuity notwithstanding the expiry or termination of this Agreement.



25. BREACH

Should either Party (**Defaulting Party**) breach of any of the provisions of the Order Form and/or these Terms and Conditions, then the other Party (**Aggrieved Party**) may give the Defaulting Party fourteen days' written notice or such longer period of time as the Aggrieved Party may specify in the notice, to remedy the breach. If the Defaulting Party fails to comply with the notice, the Aggrieved Party may:

claim immediate payment and/or performance by the Defaulting Party of all of the Defaulting Party's obligations that are due for performance; or

subject to clause 0, cancel the Order Form upon written notice to the Defaulting Party where the breach constitutes a material breach,

in either event without prejudice to the Aggrieved Party's right to claim damages or to exercise any other rights that the Aggrieved Party may have under the Order Form and/or these Terms and Conditions or in law.

Without detracting from the provisions of clause 0, the Aggrieved Party may summarily cancel the Order Form at any time by giving to the Defaulting Party notice of the cancellation if:

the Defaulting Party commits a material breach of the Order Form and/or these Terms and Conditions which cannot be remedied;

the Defaulting Party is, other than for the purposes of reconstruction or amalgamation, placed under voluntary or compulsory sequestration, winding-up, judicial management, business rescue or the equivalent of any of these in any jurisdiction;

a judgment against the Defaulting Party in respect of which no appeal lies or in respect of which the period for lodging an appeal (excluding any period to seek condonation) has expired and remains unsatisfied for a period of at least 60 days; or

the Defaulting Party makes or offers to make a general assignment or any arrangement or composition with or for the benefit of its creditors generally (or any class of its creditors) for releasing it wholly or partially from its debts.

Any cancellation of the Order Form by the Aggrieved Party is effective on receipt of a notice of cancellation by the Defaulting Party (in the case of an irreversible material breach) or the date of the breach (in circumstances mentioned in clauses 0, 0 or 0).

Any cancellation is without prejudice to any claim that either Party may have in respect of any breach of the terms and conditions of the Order Form and/or these Terms and Conditions by the other Party arising prior to the date of cancellation.

26. NOTICES AND ADDRESSES

Notices

Any notice, consent, approval or other communication in connection with the Order Form and/or these Terms and Conditions (**Notice**) will be in writing in English.

Addresses

Each Party chooses the physical address and/or email address corresponding to its name on the Order Form to which any Notice must be sent.

Any Party may by Notice to the other Party change its address and/or the person, if any, for whose attention any Notice must be marked in clause 0.



Effective on receipt

Any Notice takes effect when received by the recipient (or on any later date specified in the Notice) and, unless the contrary is proved, is deemed to be received:

on the day of delivery, if delivered by hand to a responsible person at the recipient's physical address in the Order Form;

on the date of transmission, if sent by email to the recipient's email address in the Order Form, and

in each case if delivery is not on a Business Day, or is after ordinary business hours on a Business Day, the Notice is deemed to be received on the Business Day after the date of delivery.

Despite anything to the contrary in these Terms and Conditions, a Notice actually received by a Party is effective even though it was not sent, or delivered, or sent and delivered to its address set out in the Order Form.

Service of legal process

Each Party chooses its physical address referred to in the Order Form as its address at which legal process and other documents in legal proceedings in connection with either the Order Form or these Terms and Conditions may be served (**domicilium citandi et executandi**).

Any Party may by Notice to all the other Parties change its address at which legal process and other documents in legal proceedings in connection with either the Order Form or these Terms and Conditions may be served to another physical address in South Africa.

27. GENERAL

Parties' independence -	The Parties shall operate as independent contractors and nothing in these Terms and Conditions and/or an Order Form is intended to or shall be construed to create a relationship of partnership, agency, joint venture or employer and employee between the Parties.
Entire Agreement -	The Order Form together with these Terms and Conditions contain all the express provisions agreed on by the Parties with regard to the subject matter of the Order Form and the Parties waive the right to rely on any alleged express provision not contained in the Order Form together with these Terms and Conditions.
Variation, Cancellation and Waiver -	No contract varying, adding to, deleting from or cancelling the Order Form and/or these Terms and Conditions, and no waiver of any right under the Order Form and/or these Terms and Conditions, shall be effective unless reduced to writing and signed by or on behalf of the Parties.
Indulgence -	No indulgence granted by a party shall constitute a waiver or abandonment of any of that Party's rights under the Order Form or these Terms and Conditions, accordingly, that Party shall not be precluded as a consequence of having granted that indulgence from exercising any rights against the other Party which may have arisen in the past or which may arise in the future.
Counterparts -	The Order Form may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which when executed and delivered shall constitute an original.
Good Faith -	The Parties agree to act in good faith in relation to one another at all times in giving effect to the provisions of the Order Form and these Terms and Conditions.
Assignment -	No Party shall be entitled to cede its rights and/or delegate its obligations in terms of the Order Form and/or these Terms and Conditions to any third party without the prior written consent of the other Party.
Jurisdiction -	The Parties unconditionally consent and submit to the non-exclusive jurisdiction of the High Court of South Africa Gauteng Local Division, Johannesburg, in



regard to all matters arising from either the Order Form or these Terms and Conditions.

Severability -

Any illegal or unenforceable provision of these Terms and Conditions and/or the Order Form may be severed and the remaining provisions of these Terms and Conditions shall continue in force.

28. APPLICABLE LAW

The Order Form and these Terms and Conditions are governed by South African law.

For and on behalf of:

Client Name

Signature

Full Name (Who warrants authority)

Date

For and on behalf of:

Arcangel Protection Services (Pty) Ltd.

Signature

Full Name (Who warrants authority)

Date