

**SCICORP LABORATORIES (PTY) LTD  
TERMS AND CONDITIONS**

**IMPORTANT NOTICE**

**IN COMPLIANCE WITH SECTION 49 OF THE CONSUMER PROTECTION ACT, ACT 68 OF 2008, THE CUSTOMER'S ATTENTION IS DRAWN TO THE FACT THAT THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT MAY CONSTITUTE A LIMITATION OF RISK AND/OR LIABILITY OF SCICORP AND/OR CONSTITUTE AN ASSUMPTION OF OBLIGATIONS, RISK AND/OR LIABILITY BY THE CUSTOMER. THE CUSTOMER MAY FURTHERMORE, IN TERMS HEREOF, INDEMNIFY SCICORP AGAINST CLAIMS FOR LOSS AND/OR DAMAGES.**

**1. PREAMBLE**

- 1.1 **WHEREAS** the Customer requires certain specialised analytical and diagnostic services to be rendered; and
- 1.2 **WHEREAS** SciCorp has the required skill and expertise in respect of the Services that it offers; and
- 1.3 **WHEREAS** the Parties are amenable to enter into a service level agreement;
- 1.4 **NOW WHEREFORE** the Parties hereby record as follows:

**2. DEFINITIONS AND INTERPRETATION**

2.1 In this Agreement, the following terms, to the extent not inconsistent with the context thereof, shall have the meanings assigned to them below:

- 2.1.1 "AFSA" refers to the Arbitration Foundation for Southern Africa;
- 2.1.2 "Agreement" refers to this Agreement, including all appendices, annexures and schedules attached thereto;
- 2.1.3 "Business Day" refers to a day, other than a Saturday, Sunday or public holiday as proclaimed in terms of the Public Holiday Act, Act 36 of 1994 (as amended);
- 2.1.4 "Customer" refers to the Party, as described herein above, to whom SciCorp shall render Services in accordance with this Agreement;
- 2.1.5 "Commencement Date" shall be the same date as the Signature Date;
- 2.1.6 "Consideration" refers to the consideration payable by the Customer to SciCorp in respect of the Services rendered by the latter, which shall be in accordance with SciCorp's standard price list or quoted prices unless agreed to otherwise in writing;
- 2.1.7 "Deliverable" refers to the written report or certificate compiled by SciCorp in respect of the Services rendered to the Customer in respect of the Sample.

- 2.1.8 "Intellectual Property" refers to any and all proprietary rights to any subject matter susceptible of protection by way of patent, design, copyright, trademark, plant breeder's right and any similar statutory provision, as well as any Confidential Information relating to that subject matter;
- 2.1.9 "Parties" refer to SciCorp and the Customer collectively;
- 2.1.10 "Party" refers, depending on the context within which the term is used, to either one of the Parties;
- 2.1.11 "Sample" refers to the sample of food, feed, seed or other product required by SciCorp and provided by the Customer in respect of which the Services are to be rendered;
- 2.1.12 "Services" refer to the services to be rendered by SciCorp to the Customer in terms of this Agreement;
- 2.1.13 "SciCorp" refers to SciCorp Laboratories (Pty) Ltd (Registration number: 2009/003124/07), a private company with limited liability, duly incorporated in accordance with the Companies Act of the Republic of South Africa, Act 71 of 2008 (as amended), with its registered address situated at 37 Eagle Street, Okavango Park, Brackenfell, 7560, South Africa and its principal place of business situated at 4 Shortts Retreat Road, Mkondeni, Pietermaritzburg, 3204, Republic of South Africa;
- 2.1.14 "Signature Date" refers to the date upon which the last Party signing appends its signature to this Agreement, alternatively the date upon which the terms and conditions of this Agreement is electronically accepted by the Customer;
- 2.1.15 "Termination Date" refers to such date upon which the Agreement is terminated in accordance with the provisions of this Agreement;
- 2.1.16 "VAT" refers to Value Added Tax as imposed in terms of the Value Added Tax Act of the Republic of South Africa, Act 89 of 1991 (as amended).
- 2.2 In this Agreement:
- 2.2.1 words importing the singular shall include the plural and *vice versa*, and references to the masculine shall include the feminine and neuter and *vice versa*;
- 2.2.2 references to persons shall include any individual, firm, company or corporation (wherever incorporated or established or carrying on business), government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing and any other legal entity and, in relation to any party who is an individual, his legal personal representative(s);
- 2.2.3 the Appendices, Annexures and Schedules attached hereto form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement;

- 2.2.4 any reference to any statute or statutory provision includes a reference to the same as amended, re-enacted or consolidated and to any regulation, order, instrument or subordinate legislation under the relevant statute or statutory provision;
- 2.2.5 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day. Where the last day falls on a day that is not a Business Day, the last day shall be the next succeeding Business Day;
- 2.2.6 The Parties, holding equal bargaining power, negotiated or accepted this Agreement. As such the tertiary rules of interpretation of contracts known as *quod minimum* and *contra proferentem* shall not apply.

### 3. APPOINTMENT AND DURATION

- 3.1 The Customer hereby appoints SciCorp as its preferred supplier in respect of the Services to be rendered by the latter, for the period commencing on the Commencement Date and terminating on Termination Date.

### 4. SERVICES

- 4.1 SciCorp shall render the Services to the Customer, subject to the terms and conditions contained in this Agreement, with the necessary care, diligence, skill and in accordance with industry accepted standards.

### 5. SERVICE PROTOCOL

- 5.1 The Customer shall supply SciCorp with Samples, accompanied by detailed instructions as to the required Service to be rendered by the latter. The Customer shall ensure that the Samples are delivered to SciCorp's principal place of business.
- 5.2 The Samples provided by the Customer shall be contained in a sealed and secure container and suitable for the preservation of the sample, if applicable. The container shall further comply with all statutory and regulatory requirements applicable thereto, including its contents. SciCorp shall notify the Customer of any and all damaged Samples or Samples that do not satisfy the requirements referred to herein above, within 2 (two) Business Days after receipt of thereof, in which event the Samples shall either be destroyed by SciCorp or returned to the Customer at the latter's expense.
- 5.3 Samples accepted by SciCorp shall be entered into its database, queued and instructions executed in order of receipt of such Samples. SciCorp may, upon receipt of a request from the Customer, expedite the delivery of the Service required by the Customer, which shall be subject to the payment of additional fees in respect of such expedited Service and the request having indicated the desired timeframe within which the expedited services are to be rendered. It shall, however, at all relevant times remain within the sole discretion of SciCorp whether to accept expedited instructions.
- 5.4 SciCorp shall, unless an instruction for expedited service is accepted by the latter, endeavour to render the required Service within the timeframe indicated by the request and to thereafter, subject to receiving payment of the Consideration as provided for herein below, provide the Customer with the Deliverable.

### 6. FORCE MAJEURE

- 6.1 Neither Party shall be liable for a delay or failure to perform under this Agreement which results from any occurrence or event entirely outside of its control and which could not have been reasonably avoided including, but not limited to, accident, action of the elements, act of God, civil commotion, war (whether or not declared), enemy action, epidemic, explosion, fire, flood, insurrection, strike, lockout or other labour trouble or shortage, natural catastrophe, riot, unavailability or shortage of material, equipment or transportation, act, demand or requirement of law or of the Government of South Africa or any other competent governmental authority ("Force Majeure"); provided however, that the Party in default or failure shall make all reasonable efforts to remove or overcome the effects of such occurrence or event and, in any event, shall promptly resume performance after cessation of such occurrence or event.
- 6.2 If a Party is or will be prevented from performing any of its obligations under this Agreement by Force Majeure, then it shall give written notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 7 (seven) Business Days after the Party became aware, or should reasonably have become aware, of the relevant event or circumstance constituting Force Majeure.
- 6.3 The notifying Party shall, having given the written notice, be excused from performance of such directly affected obligations for so long as such Force Majeure strictly prevents it from performing them.
- 6.4 The notifying Party shall at all times use all reasonable endeavours to minimise any delay in its performance of this Agreement as a result of Force Majeure.
- 6.5 A Party shall give written notice to the other Party when it ceases to be affected by Force Majeure.
- 6.6 Either Party may terminate this Agreement if Force Majeure continues for a period of 30 (thirty) Business Days or more.
- ### 7. CONSIDERATION AND PAYMENT
- 7.1 The Customer shall be liable towards SciCorp for the due and proper payment of the Consideration. SciCorp shall be entitled, in its sole and absolute discretion, to review the Consideration payable in respect of its Services on the 31<sup>st</sup> of January of each calendar year, irrespective of the Commencement Date of this Agreement.
- 7.2 The Consideration shall become due and payable within 30 (thirty) days of date of statement.
- 7.3 All payments by the Customer shall be made into the below mentioned account, without any deduction, setoff, levy or charge of whatsoever nature.

<b>ACCOUNT NAME:</b>	SCICORP LABORATORIES
<b>ACCOUNT NUMBER:</b>	6261 8148 284
<b>BANK:</b>	FIRST NATIONAL BANK
<b>BRANCH NAME:</b>	WILLOWBRIDGE
<b>BRANCH CODE:</b>	210 655
<b>REFERENCE:</b>	PLEASE USE THE INVOICE NUMBER AS REFERENCE

7.4 Interest calculated at 2% per month, compounded and capitalized monthly in arrears, shall be levied upon all over due amounts.

7.5 All payments received shall be allocated in the following order:

7.5.1	Fees and expenses
7.5.2	Interest
7.5.3	Capital

7.6 In addition to any other remedy that may vest in SciCorp, the latter shall be entitled to immediately, without notice, to suspend all Services and withhold test results and Deliverables from the Customer, in the event of the Customer falling in arrears with the payment of any monies that may be due and owing to SciCorp.

**8. LIMITATION OF LIABILITY**

8.1 SciCorp shall not be liable to the Customer for any loss or damages suffered as a result of any negligent act or omission on its behalf, its employees, directors, contractors, agents or representatives. In the event that the Customer suffers loss or damages as a direct result of the gross negligence of SciCorp, the latter shall only be liable for direct damages suffered by the Customer as a result of such conduct, it being recorded that the Customer waives and/or abandons its right to claim consequential damages from SciCorp.

**9. BREACH OF CONTRACT**

9.1 In the event of either Party failing and/or refusing to remedy a breach of this Agreement within 10 (ten) Business Days after being requested in writing by the innocent Party to do so, the latter shall be entitled to, without prejudice to any other rights and/or remedies that it may have, to cancel the Agreement and, subject to clause 8, claim damages from the defaulting Party.

**10. DISPUTE RESOLUTION**

10.1 If any dispute arises between the Parties relating to this Agreement, the Parties must immediately meet and attempt to settle such dispute or difference, and failing such settlement within a period of 10 (ten) Business Days, the dispute shall, if demanded by any Party on written notice to the other, be submitted for resolution by

arbitration in accordance with the provisions set out below.

10.2 The proceedings referred to in 10.1 shall be held –

10.2.1 at Cape Town, Republic of South Africa;

10.2.2 in accordance with AFSA's rules for commercial arbitration.

10.3 The arbitrator shall be, if the question in issue is –

10.3.1 primarily an accounting matter, a practicing independent chartered accountant of not less than 15 years standing;

10.3.2 primarily a legal matter, a practicing Senior Advocate or attorney of not less than 15 years standing as such;

10.3.3 any other matter, an independent person deemed to be an expert in the relevant field;

10.3.4 and failing agreement between the Parties as to such accountant, Senior Advocate, attorney or independent person within 48 hours after a hearing of the dispute has been demanded in terms of clause 10.1, such person is to be appointed by the President for the time being of the South African Institute of Chartered Accountants (in the case of 10.3.1 above) or the President for the time being of the Cape Bar Association (in the case of 10.3.2 and 10.3.3 above);

10.3.5 If the Parties cannot agree within 48 hours, after a hearing has been demanded, as to whether the question in issue falls under 10.3.1, 10.3.2 or 10.3.3, then a practicing Senior Advocate of not less than 15 years standing (to be determined in accordance with 10.3 above), will determine the nature of such issue.

10.4 The Arbitrator:

10.4.1 must have regard to the desire of the Parties to dispose of such dispute quickly, economically and confidentially;

10.4.2 shall determine the Party liable for the costs of the arbitrator and such Party will pay those costs.

10.4.3 The Parties irrevocably agree that the decision in any dispute resolution proceedings:

10.4.3.1 will be binding on all Parties concerned;

10.4.3.2 the Arbitrator's decision will however be subject to appeal as provided for in terms of the AFSA's rules for commercial arbitration, provided that the appeal shall be heard and adjudicated by 3 (three) arbitrators, to be appointed in accordance with clause 10.3 above.

10.5 The provisions of this clause shall continue to be binding on the Parties despite termination or cancellation of the Agreement.

10.6 Notwithstanding the aforesaid, any Party requiring urgent and/or immediate interdictory relief against the other, shall be entitled to approach the Court, having the required jurisdiction, for such relief. In this regard the Parties hereby give their consent to be subject to

the non-exclusive jurisdiction of the High Court of the Republic of South Africa.

**11. GOVERNING LAW**

11.1 This Agreement shall in all respects be governed by and construed under the laws of the Republic of South Africa.

**12. WHOLE AGREEMENT**

12.1 This Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein. Save to the extent otherwise provided herein, all undertaking/s, representation/s, term/s or condition/s relating to the subject matter of this Agreement, not incorporated in this Agreement, shall not be binding on the Parties.

**13. VARIATIONS TO BE IN WRITING**

13.1 No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement, including this clause, shall be of any force or effect unless reduced to writing and signed by or on behalf of the Parties.

**14. NO INDULGENCES**

14.1 No latitude, extension of time or other indulgence, which may be given or allowed by any Party to the other Party, in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement, and no single or partial exercise of any right by any Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Party's rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

**15. PROVISIONS SEVERABLE**

15.1 All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatsoever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

**16. CONTINUING EFFECTIVENESS OF CERTAIN PROVISIONS**

16.1 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement that expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

**17. NO ASSIGNMENT AND BINDING ON SUCCESSORS / ASSIGNS**

17.1 Neither Party may, directly or indirectly, in whole or in part, neither by operation of law or otherwise, assign or transfer this Agreement or delegate any of its obligations under this Agreement without the other Party's prior written consent. Without limiting the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

**18. PROFESSIONAL ADVICE**

18.1 Each of the Parties hereby acknowledge and agree that they were free to secure independent legal and other professional advice (including financial and taxation advice) as to the nature and effect of all the provisions of this Agreement and that it has either taken such independent advice or has dispensed with the necessity of doing so and that the provisions and restrictions herein contained are fair and reasonable in all circumstances and are in accordance with the Parties' intentions.

**19. COSTS**

19.1 Save as otherwise provided in this Agreement, each Party will bear and pay its own legal costs and expenses of and incidental to the negotiation, drafting, preparation and implementation of this Agreement.

19.2 Unless the contrary is ordered by Court or awarded by an Arbitrator, the successful Party in litigation shall be entitled to recover its legal costs, on a scale as between Attorney and Customer, incurred in the enforcement of its rights held in terms of this Agreement.

**20. SIGNATURE**

20.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the Signature Date.

20.2 The Parties record that it is not required, for this Agreement to be valid and enforceable, that the Parties initial the pages of this Agreement and/or have its signature of this Agreement verified by a witness.

20.3 The signatories to this Agreement hereby warrant that they are duly authorised to enter into this Agreement and to bind their respective principals' estates to the terms and conditions contained herein. The signatories and Parties hereto further warrant that all internal processes, as provided in their respective principal's constitution, memorandum of incorporation, rules, shareholder's agreements and/or any resolution/s passed by the shareholders and/or board of directors, have been complied with in order to conclude this Agreement on their behalf and to give effect thereto.

**21. DOMICILIUM AND NOTICES**

21.1 The Parties choose, as their respective *domicilium citandi et executandi* for the purpose of legal proceedings and for the purposes of giving or sending any notice provided for or necessary in terms of this Agreement, the addresses contained under the description of the Parties. The Parties may change their respective *domicilium* address to any other physical address by written notice to the other. Such

- change of address shall be effective after 5 (five) Business Days after receipt of the notice of the change of *domicilium*.
- 21.2 All notices to be given in terms of this Agreement shall be in writing and:
- 21.2.1 if delivered by hand during business hours, be presumed to have been received on the date of delivery. If the notice is delivered after business hours or on a day which is not a Business Day, delivery of the notice shall be deemed to have taken place on the Business Day following date of delivery thereof;
- 21.2.2 if sent by telefax or email during business hours be presumed to have been received on the date of successful transmission of the telefax or email. Any telefax or email sent after business hours or on a day that is not a Business Day shall be presumed to have been received on the Business Day following the date of transmission of the notice;
- 21.2.3 If sent by prepaid registered mail, be presumed to have been received on the 10<sup>th</sup> (tenth) Business Day of the date upon which the notice was mailed.
- 21.3 Notwithstanding the above, any notice given in writing, including one sent by data message, actually received by the Party to whom the notice is addressed, shall be deemed to have been properly given and received notwithstanding that such notice has not been given in accordance with the provisions of this clause.
- 22. CONFIDENTIALITY**
- 22.1 The Parties acknowledge that any information and proprietary material supplied by a Party (the "Disclosing Party") in connection with this Agreement or in connection with such Disclosing Party's technical, industrial, legal, financial, Intellectual Property, business affairs or business activities which has or may in any way whatsoever be transferred or come into the possession or knowledge of any other of them (each, a "Receiving Party") may consist of confidential or proprietary data, disclosure of which to or use by third parties might be damaging to the Disclosing Party (the "Confidential Information").
- 22.2 The Receiving Party therefore agrees to hold such Confidential Information in the strictest confidence and not to make use thereof other than for the purposes of performing its obligations under this Agreement (an "Authorised Purpose"), and to release it only to such properly authorised directors, employees, consultants, attorneys, auditors or those of its affiliates requiring such information for an Authorised Purpose (each, a "Representative"). Each Party agrees not to release or disclose the Confidential Information of the other Party to any Representatives or third party unless such Representative or third party has either (i) signed an agreement expressly binding itself not to use or disclose the Confidential Information other than for an Authorized Purpose (or for some other specified purpose approved by the Party whose information is to be disclosed) or (ii) is bound under fiduciary or professional obligations to either or one of the Parties to keep the Confidential Information strictly confidential.
- 22.3 The undertaking and obligations contained in this clause do not apply to information which –
- 22.3.1 is publicly available at the date of disclosure or thereafter becomes publicly available from sources other than the Parties;
- 22.3.2 is already in possession of the Receiving Party prior to its receipt by or disclosure to such Receiving Party;
- 22.3.3 is required by law regulation or court order, or requested by any regulatory authority to be disclosed, including but not limited to the exchange control authorities of the Republic of South Africa; or
- 22.3.4 after being disclosed to the Receiving Party is disclosed by any other person to the Receiving Party otherwise than in breach of any obligation of confidentiality.
- In the event the Receiving Party is required by law, regulation or court order, or is requested by any regulatory authority, to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall (to the extent legally permissible) promptly notify the Disclosing Party prior to making any disclosure and shall reasonably cooperate with the Disclosing Party to furnish only that portion of the Confidential Information which is legally required to be disclosed and will exercise commercially reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.
- 22.4 The Parties shall take such precautions as may be necessary to maintain the secrecy and confidentiality of such material and information in respect of its Representatives and any agent, sub-contractor or distributor or any other person to whom Confidential Information may have been disclosed (each, an "Agent"). Each Party shall be responsible for any acts or omissions of its Representatives and Agents associated with the loss by the Confidential Information of its confidential nature, as if the Representatives and Agents were bound by this clause 22.
- 22.5 Save as may be required by law, regulation or court order, or requested by any regulatory authority, no announcement or publicity of the existence of this Agreement or its content or the transaction embodied in this Agreement shall be made or issued by or on behalf of any Party without the prior written agreement of all the Parties.
- 22.6 Each Party acknowledges that that pecuniary compensation would not afford adequate relief to the Disclosing Party in case of breach or threatened breach of this clause. Therefore, each Party agrees that in case of breach or threatened breach of this clause, the Disclosing Party shall have the right to seek equitable relief, including an injunction, from any court of competent jurisdiction, without the necessity of posting a bond or other security, and in addition to any other rights and remedies it may have. The Parties hereby submit to the jurisdiction and venue of said courts of competent jurisdiction.
- 22.7 It is recorded that the provisions contained in this clause 22 shall remain in force for 5 (five) years after the disclosure of the Confidential Information, even after the Agreement has terminated, except that Confidential Information that is a trade secret or constitutes Intellectual Property, at the time of disclosure, shall continue to be kept confidential indefinitely.

23. **INFORMATION & CONSENT**

- 23.1 The Customer warrants that all information provided by it in terms of this Agreement are both true and correct. The representative and signatory of this Agreement on behalf of the Customer, hereby warrants that it is duly authorised to bind the Customer the terms and conditions contained in this Agreement.
- 23.2 The Customer hereby gives its consent to SciCorp, to request and obtain any and all credit or related information about the Customer from any party or institution and to supply any Credit Bureau or other financial institution with such information or to exchange or disclose such information with third parties without any further notice to the Customer. SciCorp shall furthermore be entitled to verify any such information or to enquire thereon.
- 23.3 The Customer further consents to its Personal Information being used by SciCorp or any company associated or affiliated to the latter for the purposes contemplated in Schedule "A".
- 23.4 Notwithstanding the aforesaid provisions, SciCorp shall at all relevant times have regard to the confidentiality provisions contained in this Agreement and treat Confidential Information with the necessary care required.

**SCHEDULE "A"**

**CONSENT**

*RE: COLLECTION, STORAGE, USE AND DISCLOSURE OF PERSONAL INFORMATION*

1. **PERSONAL INFORMATION AND COLLECTION THEREOF**

- 1.1 The Customer hereby expressly and voluntarily consents to its Personal Information (as defined below) being collected by SciCorp or any company affiliated and/or associated with the latter (*hereinafter collectively referred to as the "Companies"*).
- 1.2 For purposes of this consent the term "Personal Information" shall mean information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to:
  - 1.2.1 information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
  - 1.2.2 information relating to the education or the medical, financial, criminal or employment history of the person;

- 1.2.3 any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
- 1.2.4 the biometric information of the person;
- 1.2.5 the personal opinions, views or preferences of the person;
- 1.2.6 correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- 1.2.7 the views or opinions of another individual about the person; and
- 1.2.8 the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;
- 1.3 It is recorded that the Customer shall not suffer any prejudice should it refuse to give its consent to the Companies for the purposes as provided for herein.

2. **USE OF PERSONAL INFORMATION**

- 2.1 The Customer consents to its Personal Information being used by the Companies for the following purposes:
  - 2.1.1 Marketing campaigns;
  - 2.1.2 Promotions;
  - 2.1.3 Competitions;
  - 2.1.4 Market research and development of products;
  - 2.1.5 Newsletters and information brochures;
  - 2.1.6 To respond to queries, comments or complaints;
  - 2.1.7 To receive information, of whatsoever nature and in whatsoever form, from the Companies relating to its products and items 2.1.1 to 2.1.6 above (hereinafter referred to as "Information").
- 2.2 The Companies shall be entitled to transmit Information to the Customer via electronic mail ("Email"), short message service ("SMS"), enhanced message service ("EMS") and multimedia message ("MMS") to the address or mobile number nominated by the Customer.
- 2.3 The Customer agrees to receive Information at the postal or physical address as nominated by the latter and to be telephonically contacted by the Companies with the view of discussing the latter's products, services and items listed in clause 2.1.1 to 2.1.7 above.
- 2.4 The Customer further agrees to receive Information via social media platforms, such to include but not limited to Facebook, Twitter and LinkedIn.
- 2.5 The Companies shall, in terms of this consent, at its sole discretion, be entitled to disclose the Customer's Personal Information to:
  - 2.5.1 Third parties for purposes set out in items 2.1.1 – 2.1.6;
  - 2.5.2 Third parties in order to attend to the delivery of information and/or products;
  - 2.5.3 Advertising, marketing and promotional agencies;
  - 2.5.4 Government and Law Enforcement Agencies;

3. **STORAGE OF INFORMATION**

- 3.1 The Companies undertake to:
  - 3.1.1 Collect Personal Information only for the purposes listed in items 2.1.1 – 2.1.6 above;
  - 3.1.2 Retain the Personal Information only until such time as it has served its purpose;
  - 3.1.3 Destroy and/or delete the Personal Information after it has fulfilled its purpose, provided that the Companies shall not be obliged to destroy and/or delete any residual copies from its servers and backup systems.

- 3.2 The Personal Information collected by the Companies shall be retained in physical and/or electronic format at 4 Shortts Retreat Road, Mkondeni, Pietermaritzburg, Republic of South Africa, 3204. The Customer shall be entitled to gain access to its Personal Information upon written request being made to the Companies.

4. **RIGHT TO AMEND OR OBJECT**

- 4.1 The Customer shall have the right to request the Companies to amend its records pertaining to its Personal Information. The Customer shall furthermore be entitled object to the processing of Personal Information or to revoke its consent given to the Companies to collect, use and disclose its Personal Information, whereupon the Personal Information of the Customer shall not be used by the Companies for any other purpose other than to comply with statutory obligations imposed upon it.
- 4.2 It is recorded that all requests and/or complaints made by the Customer must be contained in writing sent to the following address:

SCICORP LABORATORIES (PTY) LTD  
ATTENTION: MANAGING DIRECTOR  
4 SHORTTS RETREAT ROAD, MKONDENI  
PIETERMARITZBURG  
REPUBLIC OF SOUTH AFRICA  
3204

- 4.3 The aforesaid requests may also be transmitted via email or facsimile to:
  - 4.3.1 EMAIL: admin@scicorplab.com
  - 4.3.2 Facsimile: +27 (0)33 386 1474
- 4.4 The Companies shall employ all reasonable measures to ensure that complaints and/or disputes are attended to and resolved within a reasonable time. Notwithstanding the aforesaid, the Customer shall be entitled to lodge complaints to the Regulator appointed in terms of the *section 39 of the Protection of Personal Information Act, Act 4 of 2013*.

5. **WARRANTEE OF AUTHORITY**

- 5.1 The Customer hereby warrants that all internal process, as may be required by the latter's Memorandum of Incorporation, Rules, Shareholders' Agreement, Constitution or any other agreement, has been followed in order to give effect to this consent and that the signatory to this consent is duly authorised thereto.

6. **RECORDING OF SEQUENCE OF EVENTS**

- 6.1 In the event that Personal Information is obtained by the Companies of the Customer, it is recorded that

such Personal Information was obtained subsequent to obtaining the Customer's consent thereto.

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