

3 September 2025
Our ref: SAF2/0001

NATIONAL CONSUMER COMMISSION (NCC)
1 DR LATEGAN ROAD
GROENKLOOF
PRETORIA

ATT: MR JABULANI MBEJE
By email and courier: J.Mbeje@thencc.org.za

Dear Sir/Madam,

SAFREP NPC APPLICATION AS A CONSUMER PROTECTION GROUP (CPG)
IN TERMS OF SECTION 78 OF THE CONSUMER PROTECTION ACT, 68 OF 2008

1. I, the undersigned Grant Seton-Smith, the Chairperson of SAFREP NPC with Registration Number: 2011/004182/08 (hereafter 'SAFREP') herewith apply to the NCC to become a Consumer Protection Group in terms of Section 78 of the Consumer Protection Act, 68 of 2008 (the 'CPA').
2. We hereby attach the following documents in support of SAFREP's application to become a Consumer Protection Group:
 - 2.1. Application;
 - 2.2. SAFREP NPC Financial Statements 2025
 - 2.3. 06 FNB Business Account (63094481743) statements: March 2025 to July 2025
 - 2.4. 06 FNB Money on call (63137042353) statements: March 2025 to July 2025
 - 2.5. Certified copy of SAFREP Disclosure Certificate: Reg Number: 2011 / 004182 / 08;
 - 2.6. Certified copy of the latest Tax Clearance Certificate issued by SARS;
 - 2.7. Copy of SAFREP's current Lease Agreement;
 - 2.8. Certified copy of SAFREP's Constitution, dated 11 April 2021;
 - 2.9. Copy of SAFREP's Business Plan;
 - 2.10. Copy of SAFREP's Bribery, Corruption and Fraud Policy; and
 - 2.11. Resolution.
3. We strongly hope that our application will be considered positively and look forward to being accredited as a CPG.

Yours faithfully,



CHAIRPERSON SAFREP NPC
GRANT SETON-SMITH
Email: grantbproc@gmail.com

ASSISTING FRANCHISEES NATIONWIDE

Unit 4, 62 Blaauwberg Road, Table View 7441
Tel: 021 5562322
Email: info@safrep.co.za |

ACCREDITATION APPLICATION: CONSUMER PROTECTION GROUP

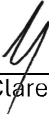
Accreditation and certification	The National Consumer Commission (NCC) and/ or its delegated structure shall give a written assurance and formal recognition that the applicant's application conforms to the specific requirements of Section 78 of the Consumer Protection Act (CPA) and capable of carrying the required tasks by issuing an accreditation certificate to an accredited consumer protection group.
Governing operating procedures and quality assurance	The NCC and/ or its delegated structure shall have an oversight over the applicant with regard to execution of function related to the CPA and the associated consumer programs, by way of monitoring the effectiveness of any accredited consumer protection group.
a) Name of the applicant	SAFREP NPC also known as The South African Franchisee Representative Organisation Registration Number: 2011/004182/08 See annexure "A" for a certified copy of SAFREP Disclosure Certificate: Reg Number:2011 / 004182 / 08 Tax Number: 9461951163 See annexure "B" for a copy of the latest Tax Clearance Certificate issued by SARS.
Domicilium Citandi (Business Address) of the applicant	Unit 4, 62 Blaauwberg Road, Table View, Cape Town, 7441 See annexure "C" for a copy of the current lease agreement
Contact Details:	Grant Seton Smith Tel: 021 556 2322 Postal Address: Same as Residential Address Email address: grantbproc@gmail.com
Statement of Purpose and Objectives	The Applicant is desirous to be accredited by the National Consumer Commission (the 'NCC') as a Consumer Protection Group in terms of Section 78 (3), read with Regulation 38 of the Consumer Protection Act, 68 of 2008 (the 'CPA'). Our purpose is to: 1. Promote the spirit, purpose and policy of the CPA; 2. Advocate and promote the realization of consumer rights as enshrined in the CPA; 3. Operate within the confines of the CPA accreditation certificate; 4. Not charge any consumer any fee for our services other than out-of-pocket expenses; 5. Prioritize the interest of consumers; 6. Keep records of all our activities carried within the scope of our accreditation. See paragraph 3, specifically paragraph 3.2.3, 3.2.4 and 3.3 titled "Objectives" of our Constitution of the South African Franchisee Representative Organisation, dated 11 April 2021 (the "Constitution"), attached hereto marked "D"
b) Scope of accreditation application 78(3)(a)	SAFREP will first and foremost promote the interest and rights of '[e]very franchisee, Franchisee Association and or Council and or Forum, which represents the interest of a Franchisee within the Republic of South Africa, and that is regarded as a "consumer" as defined in section (d) under the definition of a "consumer" of the CPA read with Section 5(6)(b) to (e)". See clause 5.1 of the Constitution, attached hereto and marked "D".

c) Overview of the capacity, expertise, experience and skills	The Director of SAFRPEP have been actively involved in the Franchise Industry for more than twenty (20) years. Grant Clarence Seton-Smith is the founder of SAFREP. He obtained his BProc degree from the University of Port Elizabeth and was admitted as an attorney in 1998. Grant specialises in Consumer and Franchise law with a focus on the legal challenges faced by franchisees. Grant is also an admitted legal practitioner currently practising as a Legal Practitioner for over twenty-three (23) years with membership number 83589. Gert Brink is currently employed on a part-time basis for SAFREP. Gert is also an admitted legal practitioner currently practising as a Legal Practitioner with membership number 40405. Tracey-Lee Swanepoel is currently employed on a part-time basis for SAFREP. Tracey is also an admitted legal practitioner currently practising as a Legal Practitioner with membership number 94402.
Terms of accreditation	Due to the nature of the services and support that this protection group offers its resources are its human capital. See also SAFREP's business plan attached hereto marked annexure "E".
Governance and the structure of the applicant	SAFREP's governance structure: SAFREP NPC, is an association incorporated not for gain under Section 21 of the Company's Act 71 of 2008 with registration number 2011/004182/08 known as the "South African Franchisee Representative Organisation" and also referred to as "SAFREP". SAFREP will consist of: • The Founding Director; and • SAFREP members - consisting of franchisees, franchisee Association and or Council and or Forum, which represents the interest of a Franchisee within the Republic of South Africa; and • The Directors may from time to time set up National Executive Committees and sub-committees for specific groups within the Members. SAFREP is fit for purpose to be a consumer ambassador in line with the CPA and the applicable consumer regulations. SAFREP is a going concern without and free from any potential insolvency cases.
Certification & accreditation by other bodies	SAFREP NPC is not yet certified and/or accredited with other bodies/agencies.
d) Business plans and financial plans	See SAFREP's business plan annexed hereto as annexure "E".
Organizational structure	See SAFREP's Constitution annexed hereto as annexure "D"
Conflict of interests	SAFREP confirms that it has no conflict of interest in lodging this application. The Directors of SAFREP does not have or hold any interest of whatever nature, whether directly or indirectly, in any company operating in the franchise industry. All SAFREP's directors and officers will familiarized themselves with the NCC Conflict of Interest Policy, if any.

e) Anti-fraud and anti-corruption statement	SAFREP subscribes to anti-corruption and anti-fraud values and principles as published by the NCC. See also SAFREP's Bribery, Corruption and Fraud Policy attached marked "F".
f) Demonstrate that it is financially viable and detail the financial model it will use to carry out its functions as an accredited consumer protection group.	See clause 7, named "Operating and Capital Budget" of SAFREP's Business Plan, annexed hereto marked "E"
g) Provide policies and procedures, together with a schedule of proposed schedule of activities on how to implement its plans.	See clause 3, named "Services", of SAFREP's Business Plan, annexed hereto and marked "E"
h) If the applicant is not an entity, but an individual person, must demonstrate that such individual will not prejudice either him/herself, the consumer and or the NCC	Not Applicable
i) Any intended collaboration with similar stakeholders in advancing its proposed plans that will provide a service to historically disadvantaged, low income consumers in rural or urban areas.	Currently, there are no other group that can protect the rights of franchisees as a whole. SAFREP will assist franchisees, which includes franchisees of historically disadvantaged, low income in South Africa, by negotiating with the franchisors and representing franchisees in various forums. SAFREP will also direct a general stated concern or complaint by the franchisees to the NCC in respect of any matter within the purpose of the CPA, if necessary.
j) Its composition, including its governance structure, if applicable.	See SAFREP's Constitution, annexed hereto and marked "D".
k) Its infrastructure and support mechanism that will assist in fulfilling its intended function.	See clause 2.2, named "Locations and Facilities", of SAFREP's Business Plan, annexed hereto and marked "E"
Recent Audited Financial Statement	See Annual Financial Statement for the year ended 28 February 2025 attached Annexure "H"
Business transactional account with FNB	See Business transactional account with account number 63094481743 held at FNB, confirming Levy incoming and expenses annexed hereto marked as Annexure "I"
Business savings account (call account) with FNB	See Business savings account with account number 63137042353 held at FNB, confirming reserve funds available to NPC annexed hereto marked as Annexure "J"
	See our business plan attached hereto marked "E".

Description of planned activities	We will bring the organization to the attention of franchisees through targeted media and public speaking sessions and conferences, during which the current director's will provide insight into the rights of franchisees in terms of the CPA. We will also target franchisees through targeted media and online platforms such as Facebook, LinkedIn and Instagram.
Annexures	A. Certified copies of SAFREP Disclosure Certificate: Reg Number:2011 / 004182 / 08 B. Certified copy of the latest Tax Clearance Certificate issued by SARS C. Copy of SAFREP's current Lease Agreement; D. Certified copy of SAFREP's Constitution, dated 11 April 2021; E. Copy of SAFREP's Business Plan; F. Copy of SAFREP's Bribery, Corruption and Fraud Policy. G. Resolution H. SAFREP NPC Financial Statements 2025 I. 06 FNB Business Account (63094481743) statements: March 2025 to July 2025 J. 06 FNB Money on call (63137042353) statements: March 2025 to July 2025

Signed at Table View on 03 September 2025.



 Grant Clarence Seton-Smith
 Duly authorised on behalf of SAFREP NPO

**Certificate issued by the Commissioner of Companies & Intellectual
Property Commission on Wednesday, September 3, 2025 at 9:59**



Disclosure Certificate: Companies and Close Corporations

Registration Number: 2011 / 004182 / 08
Enterprise Name: SAFREP

ENTERPRISE INFORMATION

Registration Number: 2011 / 004182 / 08
Enterprise Name: SAFREP NPC
Registration Date: 21/02/2011
Business Start Date: 21/02/2011
Enterprise Type: Non Profit Company
Enterprise Status: In Business
Compliance Notice Status: NONE
Financial Year End: February
TAX Number: 9461951163

Addresses	<u>POSTAL ADDRESS</u>	<u>ADDRESS OF REGISTERED OFFICE</u>
	POSTNET SUITE 24 PRIVATE BAG X3 BLOUBERGRANT WESTERN CAPE 7443	UNIT 4 62 BLAAUWBERG ROAD TABLE VIEW WESTERN CAPE 7441

ACTIVE MEMBERS / DIRECTORS

Surname and First Names	Type	ID Number / Date of Birth	Contrib. (R)	Interest (%)	Appoint. Date	Address
SETON-SMITH, GRANT CLARENCE	Director	7405185472085	0.00	0.00	05/05/2011	Postal: 3 DIADEM CLOSE, MELKBOSSTRAND, CAPE TOWN, 7441 Residential: 3 DIADEM CLOSE, MELKBOSSTRAND, CAPE TOWN, 7441

AUDITOR DETAILS

Auditor Name	Type	Status	Appointment Date	Resignation Date	Email Address
BDO CAPE INC	Auditor	Resign	2018-11-01	2019-09-11	iscott@bdo.co.za
Profession Number: 970879					
WILLIMOTT MARK SHARMAN	Designated Auditor	Resign	2018-11-01	2019-09-11	041 374 3222
Profession Number: 491756					
VSB EDWARDS INCORPORATED	Auditor	Current	2019-07-09	ACTIVE	reception@vsbinc.co.za
Profession Number: 900960					
EDWARDS BRYAN TREWINNARD	Designated Auditor	Current	2019-07-09	ACTIVE	bryan@vsbinc.co.za
Profession Number: 504519					
CAP CHARTERED ACCOUNTANTS	Auditor	Resign		2015-03-20	george@wbsacc.co.za
Profession Number: 959928					

Physical Address

the dti Campus - Block F
77 Meintjies Street
Sunnyside 0001

Postal Address: Companies

P O Box 429
Pretoria
0001

Docex: 256

Web: www.cipc.co.za

Contact Centre: 086 100 2472 (CIPC)

Contact Centre (International): +27 12 394 9573



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Registration Number: 2011 / 004182 / 08
Enterprise Name: SAFREP

TRUE NORTH Designated Auditor Resign 2015-02-18 2018-10-18

Profession Number: 903131

CHANGE SUMMARY

01/08/2011 Member Change on 21/02/2011.
Full ForeNames=MONICA JEANETTE
Surname=RIPEPI
AppointmentDate=2/21/2011 12:00:00 AM
Status=C
Nature of Change=Resigned

01/08/2011 Member Change on 05/05/2011.
Full ForeNames=ERNST OSKAR CHARLES
Surname=LOYSON
AppointmentDate=5/5/2011 12:00:00 AM
Status=A

29/08/2011 Postal Address Change on 01/07/2011.
Postal Address Change
P O BOX 12322
N1 CITY
7463

01/11/2013 Member Change on 01/11/2013.
Authorising Director DetailsDirector Full ForeNames=GRANT CLARENCE
Surname=SETON-SMITH
ID Number=7405185472085

05/11/2013 Member Change on 05/11/2013.
Unlock PasswordUnlocked byMRE39Password successfully sent to george@wbsacc.co.za

06/12/2013 Annual Return completed on 06/12/2013.
Company / Close Corporation AR Filing - Web Services : Ref No. : 52136330

19/06/2016 Status changed to Annual Return In De-registration on 19/06/2016.
Annual Return Non Compliance - In Process of Deregistration Last Payment for AR Year/Month is 2014/2.

16/01/2017 Status changed to Cancellation of Annual Return De-registration Process on 16/01/2017.
Company / Close Corporation AR Filing - Web Services : Ref No. : 561393710

06/02/2018 Email Notification that Annual Return is due was sent on 06/02/2018.
E-Mail sent to GRANT CLARENCE SETON-SMITH for 2018

23/02/2018 Annual Return completed on 23/02/2018.
Company / Close Corporation AR Filing - Web Services : Ref No. : 5105432710

11/09/2019 Accounting Officer Change on 11/09/2019.
Notice of change of auditor: WILLIMOTT MARK SHARMAN resigned

12/03/2020 Annual Return completed on 12/03/2020.
Company / Close Corporation AR Filing - Web Services : Ref No. : 5232750152

29/08/2022 Member Change on 29/08/2022.
DATA RESTORATION CORRECT DIRECTOR GRANT CLARENCE SETON-SMITH DATE OF BIRTH

21/02/2023 Annual Return completed on 21/02/2023.
Company / Close Corporation AR Filing - Web Services : Ref No. : 5380911844

29/02/2024 Annual Return completed on 29/02/2024.
Company / Close Corporation AR Filing - Web Services : Ref No. : 5403953505

09/02/2025 Email Notification that Annual Return is due was sent on 09/02/2025.
E-Mail sent to GRANT CLARENCE SETON-SMITH for 2025

07/03/2025 Annual Return completed on 07/03/2025.
Company / Close Corporation AR Filing - Web Services : Ref No. : 5431235145

Physical Address

the dti Campus - Block F
77 Meintjies Street
Sunnyside 0001

Postal Address: Companies

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Registration Number: 2011 / 004182 / 08

Enterprise Name: SAFREP

01/08/2011 Member Change on 21/02/2011.
Full ForeNames=BUKIE AGRECIA
Surname=NGCUKUVA
AppointmentDate=2/21/2011 12:00:00 AM
Status=C
Nature of Change=Resigned

29/08/2011 Registered Address Change on 01/07/2011.
Registered Address Change
UNIT 7B N1 CITY MEWS
FRANS CONRADIE DRIVE
GOODWOOD
7460

01/11/2013 Member Change on 01/11/2013.
Authorising Director DetailsDirector Full ForeNames=GRANT CLARENCE
Surname=SETON-SMITH
ID Number=7405185472085
Customer Details
Director Full ForeNames=WBS ACCOUNTING SERVICES
Surname=wbsacc
ID Number=7010295185088

01/11/2013 Member Change on 01/11/2013.
Authorising Director DetailsDirector Full ForeNames=GRANT CLARENCE
Surname=SETON-SMITH
ID Number=7405185472085
Customer Details
Director Full ForeNames=WBS ACCOUNTING SERVICES
Surname=wbsacc
ID Number=7010295185088

06/11/2013 Member Change on 05/05/2011.
Full ForeNames=ERNST OSKAR CHARLES
Surname=LOYSON
AppointmentDate=05/05/2011
Status=C

11/12/2013 SMS Notification that Annual Return is due was sent on 11/12/2013.
E-Mail send to GRANT CLARENCE SETON-SMITH for NPC Reminder

30/07/2015 Accounting Officer Change on 30/07/2015.
Notice of change of company officials - Resigned

30/07/2015 Accounting Officer Change on 30/07/2015.
Notice of change of company officials - Apointment Made

02/02/2016 SMS Notification that Annual Return is due was sent on 02/02/2016.
E-Mail send to GRANT CLARENCE SETON-SMITH for 2016

09/02/2017 Email Notification that Annual Return is due was sent on 09/02/2017.
E-Mail sent to GRANT CLARENCE SETON-SMITH for 2017

15/11/2018 Accounting Officer Change on 15/11/2018.
Notice of change of auditors: BDO CAPE INC appointed.

25/02/2019 Annual Return completed on 25/02/2019.
Company / Close Corporation AR Filing - Web Services : Ref No. : 5166120867

11/09/2019 Accounting Officer Change on 11/09/2019.
Notice of change of auditors: VSB EDWARDS INCORPORATED appointed.

08/02/2021 Email Notification that Annual Return is due was sent on 08/02/2021.
E-Mail sent to GRANT CLARENCE SETON-SMITH for 2021

28/01/2022 Registered Address Change on 28/01/2022.
UNIT 4 62 BLAAUWBERG ROAD TABLE VIEW TABLE VIEW WESTERN CAPE7441

26/02/2022 Annual Return completed on 26/02/2022.
Company / Close Corporation AR Filing - Web Services : Ref No. : 5360986808

Physical Address

the dti Campus - Block F
77 Meintjies Street
Sunnyside 0001

Postal Address: Companies

P O Box 429
Pretoria
0001

Docex: 256

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Registration Number: 2011 / 004182 / 08

Enterprise Name: SAFREP

21/09/2023 Registered Address Change on 21/09/2023.
UNIT 4 62 BLAAUWBERG ROAD TABLE VIEW WESTERN CAPE7441

10/02/2024 Email Notification that Annual Return is due was sent on 10/02/2024.
E-Mail sent to GRANT CLARENCE SETON-SMITH for 2024

22/02/2011 Registration of CC/CO on 21/02/2011.

01/08/2011 Member Change on 05/05/2011.
Full ForeNames=GRANT CLARENCE
Surname=SETON-SMITH
AppointmentDate=5/5/2011 12:00:00 AM
Status=A

16/05/2013 Name Change on 16/05/2013.
PRICELESS HONOUR 114

01/11/2013 Member Change on 01/11/2013.
Authorising Director DetailsDirector Full ForeNames=GRANT CLARENCE
Surname=SETON-SMITH
ID Number=7405185472085

01/11/2013 Member Change on 01/11/2013.
Authorising Director DetailsDirector Full ForeNames=GRANT CLARENCE
Surname=SETON-SMITH
ID Number=7405185472085

01/11/2013 Member Change on 01/11/2013.
Authorising Director DetailsDirector Full ForeNames=GRANT CLARENCE
Surname=SETON-SMITH
ID Number=7405185472085
Customer Details
Director Full ForeNames=WBS ACCOUNTING SERVICES
Surname=wbsacc
ID Number=7010295185088

08/04/2014 Annual Return completed on 08/04/2014.
Company / Close Corporation AR Filing - Web Services : Ref No. : 54142120

17/02/2015 SMS Notification that Annual Return is due was sent on 17/02/2015.
E-Mail send to GRANT CLARENCE SETON-SMITH for 2015

26/02/2015 Registered Address Change on 26/02/2015.
UNIT 4 62 BLAAUWBERG ROAD TABLEVIEW WESTERN CAPE7441

28/07/2015 SMS Notification that Annual Return is due was sent on 28/07/2015.
E-Mail send to GRANT CLARENCE SETON-SMITH for NPC Reminder

22/02/2017 Annual Return completed on 22/02/2017.
Company / Close Corporation AR Filing - Web Services : Ref No. : 564166935

25/10/2018 Accounting Officer Change on 25/10/2018.
Notice of change of auditor: and TRUE NORTH resigned

15/11/2018 Accounting Officer Change on 15/11/2018.
Notice of change of auditors: WILLIMOTT MARK SHARMAN appointed.

28/02/2019 Email Notification that Annual Return is due was sent on 28/02/2019.
E-Mail sent to GRANT CLARENCE SETON-SMITH for 2019

11/09/2019 Accounting Officer Change on 11/09/2019.
Notice of change of auditors: EDWARDS BRYAN TREWINNARD appointed.

05/02/2020 Email Notification that Annual Return is due was sent on 05/02/2020.
E-Mail sent to GRANT CLARENCE SETON-SMITH for 2020

15/04/2021 Annual Return completed on 15/04/2021.
Company / Close Corporation AR Filing - Web Services : Ref No. : 5344660001

Physical Address

the dti Campus - Block F
77 Meintjies Street
Sunnyside 0001

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Disclosure Certificate: Companies and Close Corporations

Registration Number: **2011 / 004182 / 08**
Enterprise Name: **SAFREP**

08/02/2022 Email Notification that Annual Return is due was sent on 08/02/2022.
E-Mail sent to GRANT CLARENCE SETON-SMITH for 2022
07/02/2023 Email Notification that Annual Return is due was sent on 07/02/2023.
E-Mail sent to GRANT CLARENCE SETON-SMITH for 2023



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77 Meintjies Street
Sunnyside 0001

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Web: www.cipc.co.za

Contact Centre: 086 100 2472 (CIPC)

Contact Centre (International): +27 12 394 9573



AGREEMENT OF LEASE

MADE AND ENTERED INTO BY AND BETWEEN:

SETON SMITH & ASSOCIATES INC

(Registration Number: 2015/401926/21)

(Hereinafter collectively referred to as the "LESSOR")

AND

SAFREP NPC

(Registration Number: 2011/004182/08)

(Hereinafter referred to as the "LESSEE")

IT IS HEREBY AGREED AS FOLLOWS:-

1. PREMISES

The Lessor hereby lets and the Lessee hereby hires for use solely as a business premises, the property at **Unit 4, 62 BLAAUWBERG ROAD, TABLE VIEW, CAPE TOWN.**

2. PERIOD OF LEASE

The lease shall commence on **1 March 2025** and shall terminate on **28 February 2030** subject to either party being entitled to give the other one (1) months' written notice of termination thereof. The Lessee unconditionally undertakes to vacate the premises and to restore possession thereof to the Lessor forthwith on termination.

3. RENEWAL PERIOD

The Lessee shall automatically renew on a month to month basis. Should the Lessee not wish to renew the lease then the lease shall terminate as per clause 2 above.

4. RENTAL

4.1. Rental payable for the fixed period shall be the sum of **R 4000,00 (Four Thousand Rand) inclusive of VAT**, if any per month. The rental shall be payable monthly in advance without any deduction on the first business day of each month to the Lessors nominated bank account, or such other place as the Lessor may from time to time in writing direct.

4.2. Should the Lessee renew the lease in terms of clause 3 above, the rental payable shall escalate at the rate of 10% (ten percent).

5. SUBLETTING AND ASSIGNMENT

The Lessee shall not be entitled to sub-let or part with possession of the premises or any portion thereof without the written consent of the Lessor first had and obtained. Furthermore, the Lessee shall not be entitled to cede or assign his rights in terms of this Agreement without the written consent of the Lessor first had and obtained.

6. SERVICE CHARGES

The Lessor shall pay the rates and taxes on the property together with water charges and all charges in respect of electricity supplied at the premises.

7. MAINTENANCE

The Lessee shall keep the interior of the premises in good order and repair, and shall, at the expiration or earlier termination of this Lease, redeliver the leased premises to the Lessor in the same good order and repair as they were at the date of commencement of this Lease subject to fair wear and tear. In particular, the Lessee shall be responsible for windows, doors, locks, keys, fastenings, electric fittings and other conveniences and for all damage to or marking of walls, ceilings, doors or floors or carpets. Any repairs which may be necessary to the exterior of the premises shall be the responsibility of the Lessor.

8. INSPECTION

The Lessor or his agent shall be entitled at all reasonable times to inspect the premises.

9. ALTERATIONS

No alterations shall be made to the premises or any portion thereof without the written consent of the Lessor. The Lessee shall not be entitled to compensation in respect of any such alteration made to the premises even though such alteration may have been made with the consent of the Lessor.

10. INSURANCES

The Lessee shall not do or peril any act which may vitiate any fire, burglary or other insurance that the Lessor may hold in respect of the premises or which might increase the rate of premium beyond the common or ordinary risks.

11. BREACH

In the event of the non-payment of the rental by the first day of any month, then the Lessor shall have the right to cancel this Lease forthwith and without notice. In the event of the Lessee breaching any other condition of this Lease and failing to remedy such breach within 7 (Seven) days of written demand requiring him to do so, then the Lessor shall have the right to cancel this Lease forthwith and without notice. In the event of this Lease being cancelled in terms of this clause then the Lessor shall be entitled to retake possession of the premises and such right to cancel may be exercised by the Lessor without prejudice to any claim for rental due, for damages suffered or otherwise. The Lessee shall be responsible for all the Lessor's legal costs as between Attorney and client and collection commission arising out of any breach of this agreement.

12. DOMICILIUM CITANDI

The Lessee appoints the leased premises as his *domicilium citandi et executandi* for all purposes under this Agreement and at this address all notices, process or other documents for any purpose arising out of or in connection with this Agreement may validly be served. Any notice which the LESSOR Requires to give to the Lessee shall be deemed to have been validly given if sent by pre-paid letter to the Lessee at the property or left by the Lessor or his Agent at such address, which notice shall be deemed to have been received 3 days after posting by registered post, or on the day the notice was delivered by hand in terms of these presents.

13. RELAXATION OR INDULGENCE

Any relaxation, indulgence or waiver which the Lessor or his Agent may grant to the Lessee or any condonation by the Lessor of any breach of the terms of this Lease shall not become binding on the Lessor who shall at all times be entitled to claim due and prompt performance by the Lessee of all obligations.

14. DEPOSIT

The parties record that the Lessee did not pay any deposit.

15. VARIATION

No variation of the terms of this Lease shall be of any effect unless reduced to writing and signed by the Lessor and Lessee or their duly appointed Agent or Agents.

16. SPECIAL CONDITION

The Lessee shall furnish the Lessor within 48 hours of signature of this lease, with written advice of any defect in the premises, failing which, the premises will be deemed to have been delivered to the Lessee by the Lessor in good order and repair.

SIGNED AT **TABLE VIEW** ON THIS 01 DAY OF March 2025.

AS WITNESSES:-

1. _____



LESSOR
duly authorised thereto

2. _____

SIGNED AT **TABLE VIEW** ON THIS 01 DAY OF March 2025.

AS WITNESSES:-

1. _____



LESSEE duly authorised thereto

2. _____

**CONSTITUTION
OF
THE SOUTH AFRICAN FRANCHISEE
REPRESENTATIVE ORGANISATION**

This Constitution supersedes any previous constitution and shall be subject to such amendments as may be made from time to time.

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1. **NAME**

This is the Constitution of SAFREP NPC, an association incorporated not for gain under Section 21 of the Company's Act 71 of 2008 with registration number 2011/004182/08 known as the "South African Franchisee Representative Organisation" and hereinafter referred to as "SAFREP".

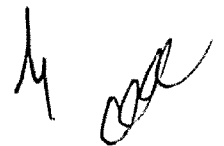
2. **DEFINITIONS**

- 2.1. Any word or expression used in this Constitution shall have the meaning as herein defined, unless the context clearly indicates otherwise.
- 2.1. **"Accredited Consumer Protection Group"** means a consumer protection group that has been accredited by the Commission in terms of section 78 of the CPA.
- 2.2. **"CPA"** means the Consumer Protection Act No. 68 of 2008.
- 2.3. **"Member"** means any sole trader, firm, partnership, company, close corporation, franchisee, forum, council or association, or in-house security operation, which has been accepted as a member of SAFREP and is in good standing.
- 2.4. The masculine gender may include the feminine and neuter genders.
- 2.5. The singular may include the plural and vice versa.
- 2.6. Any reference to a numbered paragraph shall mean a reference to the paragraph of that number in this constitution.

3. **OBJECTIVES**

The objects of SAFREP shall be as follows:

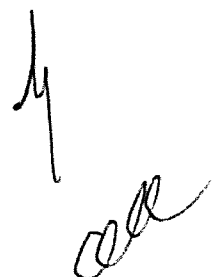
- 3.1. to promote the interests of the members generally;
- 3.2. to operate as an Accredited Consumer Protection Group and to that end:



- 3.2.1. to plan and organise its administration and lawful activities;
- 3.2.2. to regulate relations between the members and franchisors and to protect, further and promote the interests of the members in relation to franchisors and their rights as consumers;
- 3.2.3. commence or undertake any act to protect the interests of a member individually, or collectively, in any matter or before any forum contemplated in the CPA;
- 3.2.4. intervene in any matter before any forum contemplated in the CPA, if the interests of the members are not otherwise adequately represented in that forum.
- 3.2.5. to promote the interests of the members;
- 3.2.6. to encourage the settlement of disputes between the members and franchisors by conciliation, mediation or arbitration;
- 3.2.7. to provide and when necessary charge for such assistance to members on any matters affecting the relationship between the members and franchisors, including without limiting the generality of same, with any legal assistance as might be necessary;
- 3.2.8. to acquire, by purchase, lease or otherwise, any movable or immovable property and to sell, let or otherwise deal with or dispose of any movable or immovable property or other assets belonging to SAFREP or use such property for such other purposes as the members may decide on;
- 3.2.9. to borrow, invest, lend, subscribe or donate money for the furtherance of any of the objects of SAFREP;
- 3.2.10. to foster and encourage ethical and professional standards of work and conduct of the members;

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- 3.2.11. to canvas, collect, and accept subscriptions, donations, bequests of any kind from any source whatsoever and to utilize such funds for the benefit of SAFREP and its members;
- 3.2.12. to acquire any rights or privileges which may be necessary or reasonably required for SAFREP;
- 3.2.13. to do such other things as might be in the interests of the members of SAFREP which are not inconsistent with any of the objects set out herein;
- 3.2.14. to institute or defend any action at law as deemed necessary by the members;
- 3.2.15. SAFREP is not established for the purpose of gain and, accordingly, its income and assets, however derived, shall be applied only towards the promotion of its objects and no part thereof shall be paid or transferred under any circumstances to any of its members, other than in respect of expenses incurred in the performance of any duties delegated to the members.
- 3.3. to promote and/or represent the interests of the members in their capacity as consumers in terms of the CPA. In this respect, SAFREP is committed to:
 - 3.3.1. function predominantly to promote or represent the interests of all or a specific category of consumers generally;
 - 3.3.2. achieving the purposes of the CPA; and
 - 3.3.3. engaging in, or making a realistic proposal to engage in, actions to promote and advance the consumer interests of persons contemplated in section 3(1)(b) of the CPA.

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4. DIRECTORS

4.1. The Directors of SAFREP, hereafter referred to as "The Directors," are

4.1.1. Grant Seton Smith, and

4.1.2. Ernst Oskar Charles Loyson

5. MEMBERSHIP

5.1. Every franchisee, franchisee Association and or Council and or Forum, which represents the interest of a Franchisee within the Republic of South Africa is eligible for membership of SAFREP.

5.2. Application for membership shall be made in writing to the Directors.

5.3. Any member desiring to withdraw from membership may do so by giving twenty (20) business days written notice of such withdrawal to the Directors. If a member has withdrawn or ceased to be a member they can be reinstated provided all their obligations to SAFREP have been met. No member who has been expelled, shall be readmitted without prior approval of the Directors.

5.4. Every member is entitled to a copy of this Constitution on request.

5.5. All members shall be bound by this Constitution in every respect.

5.6. Membership does not and shall not give to any category of member any right, title, interest, claim or demand in or to any monies, profits, assets or property of SAFREP.

6. NATIONAL EXECUTIVE COMMITTEE

6.1. The Members will elect by majority vote at every Annual General Meeting a National Executive Committee (hereafter referred to as the "NEC") which will consist of nine Regional Executive Members consisting of one per province as follows:

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- 6.1.1. Gauteng Regional Executive Member
- 6.1.2. The Eastern Cape Regional Executive Member
- 6.1.3. The Free State Regional Executive Member
- 6.1.4. KwaZulu-Natal Regional Executive Member
- 6.1.5. Limpopo Regional Executive Member
- 6.1.6. Mpumalanga Regional Executive Member
- 6.1.7. The Northern Cape Regional Executive Member
- 6.1.8. North West Regional Executive Member
- 6.1.9. The Western Cape Regional Executive Member
- 6.2. A Chairman and Vice Chairman of the NEC will be elected by majority vote at the Annual General meeting out of the member listed above in 6.1.1 to 6.1.9.

7. SUB-COMMITTEES

- 7.1. The Directors may from time to time set up sub-committees for specific groups within the Members.
- 7.2. Each of these sub-committees will elect a chairman by majority vote.
- 7.3. These sub-committees will meet from time to time and deal with any issues arising which pertain to their particular sub-group.
- 7.4. If necessary, the chairman of the sub-committee may on not less than 21 days notice request to the Secretary that he/she add a point of discussion to the agenda of any Annual General Meeting or Special General Meeting on a subject which pertains to the wider members.

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8. MEMBERSHIP FEES

- 8.1. The Directors may from time to time impose membership fees.
- 8.2. The Directors may from time to time on notice to the members adjust the monthly levy as required or in accordance with the Consumer Price Index.
- 8.3. In addition, a special levy to meet any special, unusual or other expenses may be imposed from time to time by the Directors.
- 8.4. Members in default with their membership fees, or special levy in terms of Clause 1.1 and 8.3, will receive a 7 (seven) day notice of cancellation of membership from the Directors. Should they settle the levies within that 7 (seven) day period, then the notice will be withdrawn. If they do not settle the outstanding membership fees within that 7 (seven) day notice period, then without detracting from any other rights that the Directors or SAFREP may have, the Directors will send a final notice of cancellation on which day the defaulting member's membership will terminate.

9. ANNUAL GENERAL MEETING

- 9.1. The Annual General Meeting will be held on the first Wednesday in April every year. Notices of Annual General Meetings shall be emailed to all the members by the Secretary.
- 9.2. Members will be individually advised via email should there be a change to the day stipulated in Clause 9.1
- 9.3. Nominations by members for the position of Chairman, Vice Chairman and the nine Regional Executive Members who will make up the NEC are to be made in writing to SAFREP.
- 9.4. Nominations for these positions shall close 7 days prior to the Annual General Meeting. Acceptance by the nominee must be clearly endorsed at least one other member. If no such nomination is made the matter will revert

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to the business of the Annual General Meeting.

- 9.5. The office bearers shall be elected at an Annual General Meeting at which no less than 75% of the members are either present or have sent an authorised proxy. All the members of the NEC shall hold office from the date of the Annual General Meeting which elected them until the next Annual General Meeting.
- 9.6. **Quorum:** The quorum for an Annual General Meeting shall consist of 75% of the members.
- 9.7. The business of the Annual General Meeting shall be:
- 9.7.1. to receive the Chairman's report and the Annual Financial Statements
 - 9.7.2. to elect a Chairman for the ensuing year
 - 9.7.3. to elect a vice-chairman for the ensuing year
 - 9.7.4. to elect the NEC for the ensuing year
 - 9.7.5. to elect a Chairman and a Vice Chairman of the NEC
 - 9.7.6. to elect an Auditor for the ensuing year
 - 9.7.7. to elect a Secretary for the ensuing year
 - 9.7.8. to conduct any other competent business
- 9.8. The positions referred to in 9.7.2, 9.7.3 and 9.7.4 can only be filled by a member of SAFREP, the positions referred to in 9.7.5 can only be filled by a member of the NEC and the positions referred to in 9.7.6 and 9.7.7 need not be a member of SAFREP and can be outsourced. The positions referred to in 9.7.2 to 9.7.7 will hereafter be referred to generally as "Office Bearers."
- 9.9. The Secretary's function will be to:

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- 9.9.1. provide a secretarial and administrative service to SAFREP;
- 9.9.2. ensure access to all documents and correspondence;
- 9.9.3. record and archive minutes of meetings accurately;
- 9.9.4. attend to the travel and accommodation arrangements when required according to company procedure;
- 9.9.5. co-ordinate Board and Committee meetings; and
- 9.9.6. prepare and distribute notices, agendas, minutes, reports and other required documents within agreed timeframes.
- 9.10. **Voting:** All questions arising at an Annual General Meeting shall be decided by a Majority Vote. In the event of equality of votes, the Chairman shall have a casting vote in addition to his/her deliberate vote.
- 9.11. **Proxies:** Any member eligible to vote but not able to attend a meeting may appoint a proxy to vote on his/her behalf. Such appointment shall be in writing duly signed and be in the hands of the Secretary not less than twenty four hours prior to the advertised time of the meeting. Any proxys appointed shall be a member of SAFREP in good standing.
- 9.12. Minutes must be taken at the Annual General Meeting by the Secretary and circulated to the members within 7 (seven) days of the meeting.

10. **SPECIAL GENERAL MEETINGS**

- 10.1. The Directors may call a Special General Meeting of members;
 - 10.1.1. for whatever purpose they deem necessary, or
 - 10.1.2. upon a requisition made in writing and signed by not less than 75% of the members. Such requisition shall be lodged with the Secretary, and shall state fully the reason and objectives of the meeting. The Meeting must be

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convened for the purposes specified and for those purposes only, and must be held within one month of being lodged. Notice of such meeting shall be served on members by post or electronic communication. All business to be transacted must be clearly set forth in the notice.

- 10.2. The Quorum for a Special General Meeting shall consist of not less than 75% of the members of SAFREP. Should a quorum not be present, the meeting shall stand adjourned for 7 days. The members present at any adjourned meeting shall constitute a quorum. Notices of adjourned meetings shall be emailed to all members by the Secretary not less than 5 (five) days prior to the adjourned meeting.
- 10.3. Proxies: No proxies may be used at a Special General Meeting requested by the members.
- 10.4. Minutes must be taken at a special general meeting by the Secretary and be circulated to the members within 7 (seven) days of the meeting.

11. ROLE OF THE NEC

- 11.1. The role of the nine NEC office holders is to represent the interests of the Members who fall within their region regarding any issues being addressed by the NEC.
- 11.2. The role of the NEC is to liaise with the Directors regarding problems, issues, queries, policies, plans, goals, decisions or any other matter which may arise with a view to coming up with solutions to problems and plans to further the interests of the Members.
- 11.3. Should any member of the NEC fail to attend more than 3 consecutive meetings without a valid reason (as may be determined by SAFREP Committee), then he/she will forfeit the right to remain a member of SAFREP Committee. In such event, the Section concerned will be asked to nominate a replacement. In the event of this being an office-bearer, SAFREP Committee

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has the right to co-opt an alternative to the position until the next Annual General Meeting.

12. POWERS OF THE DIRECTORS

12.1. The Directors shall have the power to:-

- 12.1.1. appoint Attorneys, Clerks, Agents or any other persons for any matter deemed fit by SAFREP Committee;
- 12.1.2. control all the finances of SAFREP and shall have the power to determine the manner in which such finance shall be administered;
- 12.1.3. create any special fund or funds for such purpose as they deem fit;
- 12.1.4. co-opt additional members, appoint subcommittees and to delegate any of its powers to such subcommittees who shall report back to SAFREP Committee;
- 12.1.5. make rules and by-laws not in conflict with any provision of this constitution; and
- 12.1.6. do what is necessary to bring effect to the objects and provisions of this Constitution and in terms of this Constitution.

13. FINANCES

All funds, assets and monies received or receivable by SAFREP shall be the property of SAFREP as a whole and to the exclusion of the individual members.

14. FINANCIAL YEAR END

The financial year end of SAFREP shall be the last day of February each year.



15. UNBECOMING CONDUCT AND EXPULSION OF MEMBERS

15.1. In the event of there being a complaint against a member of unbecoming conduct, or of willful breaking of any one or more of the rules or by-laws or of breach of this Constitution, the Directors shall invite the member concerned and (if applicable) his/her accuser to appear before them. He/she shall be given the opportunity to explain his/her actions and to defend the complaint. If the member fails to appear and gives no valid reason for such failure or is found guilty of the complaint, the Directors may:-

15.1.1. expel such member who shall not be eligible for re-election as a member within two years; or

15.1.2. deprive such member of any or all of the rights, benefits and advantages of membership for such period as it may deem advisable; or

15.1.3. call upon such member to resign forthwith and, if the member fails to comply, apply clause 15.1.1 or

15.1.4. take any less severe action deemed to be adequate.

15.2. Following the complaint being heard, the Directors shall notify the NEC in writing forthwith of any action taken.

15.3. Should the Directors make a finding in terms of Clause 16.1.1, 16.1.2, 16.1.3 or 16.1.4, the member may submit an appeal against such finding to an informal arbitration on the following basis:

15.3.1. The parties shall use their best endeavors to ensure that the arbitration is held and concluded and a decision handed down within 21 days after the arbitration has been demanded;

15.3.2. The arbitrator shall be a person nominated by the parties or failing agreement between them within 21 days after the arbitration has been demanded shall be a person appointed by the president for the time being



of the Association of Chartered Accountants of South Africa or a registered Legal Practitioner with the Legal Practice Council;

- 15.3.3. The arbitrator shall have the fullest and freest discretion with regard to the proceedings but shall make his decision in the best interests of SAFREP;
- 15.3.4. The arbitrator's decision shall be final and binding. The arbitrator may make an award as to his costs;
- 15.3.5. The provisions of the Arbitration Act 42 of 1965 shall apply to this arbitration.

16. REMOVAL FROM OFFICE OF OFFICE BEARER

- 16.1. In the event of there being a complaint against an Office Bearer of unbecoming conduct, or of willful breaking of any one or more of the rules or by-laws or of breach of this Constitution, the Directors shall invite the Office Bearer concerned and (if applicable) his/her accuser to appear before them. He/she shall be given the opportunity to explain his/her actions and to defend the complaint. If the Office Bearer fails to appear and gives no valid reason for such failure or is found guilty of the complaint, the Directors may:-
 - 16.1.1. remove such Office Bearer from office and appoint a substitute Office Bearer in compliance with Clause 9.8; or
 - 16.1.2. if such Office Bearer is a member of SAFREP, terminate such Office Bearer's membership, who shall not be eligible for re-election as a member within two years; or
 - 16.1.3. if such Office Bearer is a member of SAFREP, deprive such Office Bearer of any or all of their membership rights, benefits and advantages for such period as it may deem advisable; or
 - 16.1.4. call upon such Office Bearer to resign, either as an Office Bearer or as a member of SAFREP or both, forthwith, and if the Office Bearer fails to



comply, apply clause 16.1.1; or

- 16.1.5. take any less severe action deemed to be adequate.
- 16.2. Following the complaint being heard, the Directors shall notify the NEC in writing forthwith of any action taken.
- 16.3. Should the Directors make a finding in terms of Clause 16.1.1, 16.1.2, 16.1.3 or 16.1.4, the Office Bearer may submit an appeal against such finding to an informal arbitration on the following basis:
 - 16.3.1. The parties shall use their best endeavors to ensure that the arbitration is held and concluded and a decision handed down within 21 days after the arbitration has been demanded;
 - 16.3.2. The arbitrator shall be a person nominated by the parties or failing agreement between them within 21 days after the arbitration has been demanded shall be a person appointed by the president for the time being of the Association of Chartered Accountants of South Africa or a registered attorney with the Cape Law Society;
 - 16.3.3. The arbitrator shall have the fullest and freest discretion with regard to the proceedings but shall make his decision in the best interests of SAFREP;
 - 16.3.4. The arbitrator's decision shall be final and binding. The arbitrator may make an award as to his costs;
 - 16.3.5. The provisions of the Arbitration Act 42 of 1965 shall apply to this arbitration.

17. CONFLICT WITH SAFREP'S CERTIFICATE OF INCORPORATION

Should there be any conflict between this Constitution and SAFREP's certificate of incorporation, then the provisions of this Constitution will apply in totality, if not in totality then as pertains to SAFREPS relationship with the Members.



18. BALLOT BEFORE A STRIKE OR LOCKOUT

- 18.1. Upon a requisition for a lock-out made in writing and signed by not less than 50% of the members, and lodged with the Secretary, SAFREP must conduct a ballot of its members in good standing who are entitled to strike or lock-out in respect of the issue in dispute and a majority of the members of SAFREP who voted in that ballot, must have voted in favour of the industrial action before it will be pursued by SAFREP.
- 18.2. It is expressly provided that a member may not be disciplined or have their membership terminated for failure or refusal to participate in a lock-out if:
- 18.2.1. no ballot was held about the lock-out or
- 18.2.2. a ballot was held but a majority of the members who voted did not vote in favour of the lock-out.

19. PERIOD OF OFFICE OF DIRECTORS

The directors shall hold office indefinitely until such time as they are voted out by via the unanimous vote of the members.

20. WINDING UP

- 20.1. Upon a requisition for the winding up of SAFREP made in writing and signed by not less than 75% of the members, and lodged with the Secretary, SAFREP must conduct a ballot of its members in good standing and if the members of SAFREP who voted in that ballot voted unanimously in favour of winding up SAFREP in terms of the provisions of The Labour Relations Act No 66 of 1995 as amended, or if for any reason SAFREP is unable to continue to function, then SAFREP shall be wound up.
- 20.2. The last-appointed Chairperson of the NEC, or if he/she is not available, the available members of the last-appointed NEC, shall forthwith transmit to the Labour Court a statement signed by him/her or them setting forth the resolution adopted of the reasons for SAFREP's inability to continue to



function, as the case may be, and request the Labour Court to grant an order in terms of section 103 of the Labour Relations Act, 1995.

- 20.3. The liquidator appointed by the Labour Court shall call upon the last appointed office bearers of SAFREP to deliver to him/her SAFREP's books of accounts showing the assets and liabilities together with the register of members for the 12 months prior to the date on which the resolution for winding-up was passed or to the date as from which SAFREP was unable to continue to function, as the case may be (hereinafter referred to as the date of dissolution), showing the membership fees paid by each MEMBER and his/her address as at said date.
- 20.4. The liquidator shall also call upon the said office bearers to hand over to him/her all unexpended funds of SAFREP and to deliver to him/her SAFREP's assets and the documents necessary in order to liquidate the assets.
- 20.5. The liquidator shall take the necessary steps to liquidate the debts of SAFREP from its unexpended funds and any other moneys realised from any assets of SAFREP, and if the said funds and moneys are insufficient to pay all creditors after the liquidator's fees and the expenses of winding-up have been met, the order in which creditors shall be paid shall be the same as prescribed in any law for the time being in force relating to the distribution of the assets of an insolvent estate, and the liquidator's fees and expenses of winding-up shall rank in order as though the expenses were the costs of sequestration of an insolvent estate.
- 20.6. After the payment of all debts in accordance with paragraph 21.5, the remaining funds, if any, shall be distributed among the remaining members of SAFREP on the basis of membership fees actually paid during the 12 months prior to the date of dissolution.
- 20.7. After payment of all the liabilities, any assets that cannot be disposed of in

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accordance with the provisions of this clause shall be realised by the liquidator and the proceeds paid to the Commission of Conciliation, Mediation and Arbitration in accordance with section 103(5) of the Labour Relations Act, 1995.

- 20.8. The liability of members shall for the purpose of this clause be limited to the amount of subscriptions due by them to SAFREP in terms of this CONSTITUTION as at the date of dissolution.

21. ALTERATION OF THE CONSTITUTION

Alterations to this Constitution may be effected from time to time by the Directors.

22. INTERPRETATION

The Directors shall have the power to decide all questions arising out of and not provided for in this Constitution, and their decisions shall be binding upon all members of SAFREP.

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SCHEDULE A : SCHEDULE OF INITIAL MEMBERS

Full name and Surname	Address	Date	Signature
GRANT SETON. Smiti	283 KINGFISHER LANE	11-04-2021	
Ernst Oskar Charles Leyson	2-1 Cuyamaca Street	11-04-2021	

Confidentiality Agreement

The undersigned reader acknowledges that the information provided by SAFREP NPC in this business plan is confidential; therefore, reader agrees not to disclose it without the express written permission of SAFREP NPC.

It is acknowledged by reader that information to be furnished in this business plan is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by reader, may cause serious harm or damage to SAFREP NPC.

Upon request, this document is to be immediately returned to Grant Seton Smith.

Signature

Name (typed or printed)

Date

Annexure "E" - Part 2

Business Plan

of

SAFREP NPC

REGISTRATION NO 2011/004182/08

THE SOUTH AFRICAN FRANCHISEE

REPRESENTATIVE ORGANISATION

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1. EXECUTIVE SUMMARY

The franchisee franchisor relationship is complex and most franchisees are unaware of their rights and obligations under their franchise agreements and the Consumer Protection Act 68 of 2008. SAFREP, the South African Franchisee Advisors, was created to act as an advisory body to assist franchisees in the complex field of franchising.

One of the most significant introductions by the Consumer Protection Act is the franchisor's accountability to franchisees. Traditionally franchise agreements primarily protect the franchisor's interests, with very little protection for the franchisee.

SAFREP has been established for over 11 years. Its directors have over 20 years' experience in the franchising industry. By partnering with SAFREP, members will be assisted with legal mediation or litigation pertaining to franchisor-franchisee transactions. Membership to SAFREP is also voluntary.

Who we are

SAFREP NPC, is an association incorporated not for gain under Section 21 of the Company's Act 71 of 2008 with registration number 2011/004182/08 known as the "South African Franchisee Representative Organisation" and also referred to as "SAFREP".

From 2011, SAFREP assisted and continues to assist Pick 'n Pay franchisees, with legal mediation or litigation pertaining to franchisor-franchisee transactions.

SAFREP has grown from assisting only Pick 'n Pay franchisees, to assisting members of the Fuel Retailers Association and members of the Total Dealership Council and continues to assist these franchisees in their day to day challenges facing the franchisees.

SAFREP has also previously consulted with members of the BP Dealership Council, Shell and the Takealot Franchisee Association

1.1. Our Objectives

The objects of SAFREP shall be as follows:

- 1.1.1. to promote the interests of the members generally;
- 1.1.2. to operate as an Accredited Consumer Protection Group and to that end:
 - 1.1.2.1. to plan and organize its administration and lawful activities;
 - 1.1.2.2. to regulate relations between the members and franchisors and to protect, further and promote the interests of the members in relation to franchisors and their rights as consumers;

- 1.1.2.3. commence or undertake any act to protect the interests of a member individually, or collectively, in any matter or before any forum contemplated in the CPA;
- 1.1.2.4. intervene in any matter before any forum contemplated in the CPA, if the interests of the members are not otherwise adequately represented in that forum.
- 1.1.2.5. to promote the interests of the members;
- 1.1.2.6. to encourage the settlement of disputes between the members and franchisors by conciliation, mediation or arbitration;
- 1.1.2.7. to provide and when necessary charge for such assistance to members on any matters affecting the relationship between the members and franchisors, including without limiting the generality of same, with any legal assistance as might be necessary;
- 1.1.2.8. to acquire, by purchase, lease or otherwise, any movable or immovable property and to sell, let or otherwise deal with or dispose of any movable or immovable property or other assets belonging to SAFREP or use such property for such other purposes as the members may decide on;
- 1.1.2.9. to borrow, invest, lend, subscribe or donate money for the furtherance of any of the objects of SAFREP;
- 1.1.2.10. to foster and encourage ethical and professional standards of work and conduct of the members;
- 1.1.2.11. to canvas, collect, and accept subscriptions, donations, bequests of any kind from any source whatsoever and to utilize such funds for the benefit of SAFREP and its members;
- 1.1.2.12. to acquire any rights or privileges which may be necessary or reasonably required for SAFREP;
- 1.1.2.13. to do such other things as might be in the interests of the members of SAFREP which are not inconsistent with any of the objects set out herein;
- 1.1.2.14. to institute or defend any action at law as deemed necessary by the members;
- 1.1.2.15. SAFREP is not established for the purpose of gain and, accordingly, its income and assets, however derived, shall be applied only towards the promotion of its objects and no part thereof shall be paid or transferred under any circumstances to any of its members, other than in respect of expenses incurred in the performance of any duties delegated to the members.
- 1.1.3. to promote and/or represent the interests of the members in their capacity as consumers in terms of theca. In this respect, SAFREP is committed to:
 - 1.1.3.1. function predominantly to promote or represent the interests of all or a specific category of consumers generally;
 - 1.1.3.2. achieving the purposes of the CPA; and

- 1.1.3.3. engaging in, or making a realistic proposal to engage in, actions to promote and advance the consumer interests of persons contemplated in section 3(1)(b) of the CPA.

1.2. Our vision

Our vision is for SAFREP to be recognized as a Consumer Protection Group in terms of Section 78 of the Consumer Protection Act 68 of 2008 (CPA) which promotes and facilitates consumer protection enforcement of franchisees and to grow with approximately 20 members a month.

1.3. Our purpose

Our purpose is to:

- 1.3.1. Promote the spirit, purpose and policy of the CPA;
- 1.3.2. Advocate and promote the realization of consumer rights as enshrined in the CPA;
- 1.3.3. Operate within the confines of the CPA accreditation certificate;
- 1.3.4. Not charge any for our services other than out of pocket expenses;
- 1.3.5. Prioritize the interest of consumers;
- 1.3.6. Through targeted media make SAFREP known to franchisees;
- 1.3.7. Keep records of all our activities carried within the scope of our accreditation.

2. THE ASSOCIATION

2.1. Legal Entity

SAFREP NPC, is an association incorporated not for gain under Section 21 of the Company's Act 71 of 2008 with registration number 2011/004182/08 known as the "South African Franchisee Representative Organisation" and also referred to as "SAFREP".

2.2. Locations and Facilities

SAFREP is currently trading from Unit 4, 62 Blaauwberg Road, Table View, Cape Town, 7441.

SAFREP has the necessary office furniture, functional telephone lines, cell phones, computers', laptop's and email addresses to fulfil its functions.

SAFREP's website is currently under construction.

3. SERVICES

3.1. Service Description

- 3.1.1. We deliver Consumer Protection Services throughout South Africa by:

- 3.1.1.1. Educating our members about their rights and responsibilities in terms of the CPA;
- 3.1.1.2. Responding to inquiries and complaints from our members;
- 3.1.1.3. Acting on behalf of our members as a Consumer Protection Group in any forum or court of law.
- 3.1.1.4. provide information and referrals to our members.

3.2. Alternative Providers

While there are no other group that protects the rights of Franchisees, the following organization may solicit our members and prospects:

- FASA: Franchise Association of South Africa is also a non-profit company protect, lobby, promote and develop ethical franchising across all sectors in South Africa with specific focus on transformation.

3.3. Printed Collaterals

The management team will develop an organization brochure and other targeted media to explain the benefits of membership to prospective members and associate members.

3.4. Fulfillment

- 3.4.1. The executive director will meet with franchisees to solicit their membership in the Association.
- 3.4.2. The director and staff will coordinate and produce the events and activities that will produce the revenue to operate the Association as well as provide the services for our members.

3.5. Technology

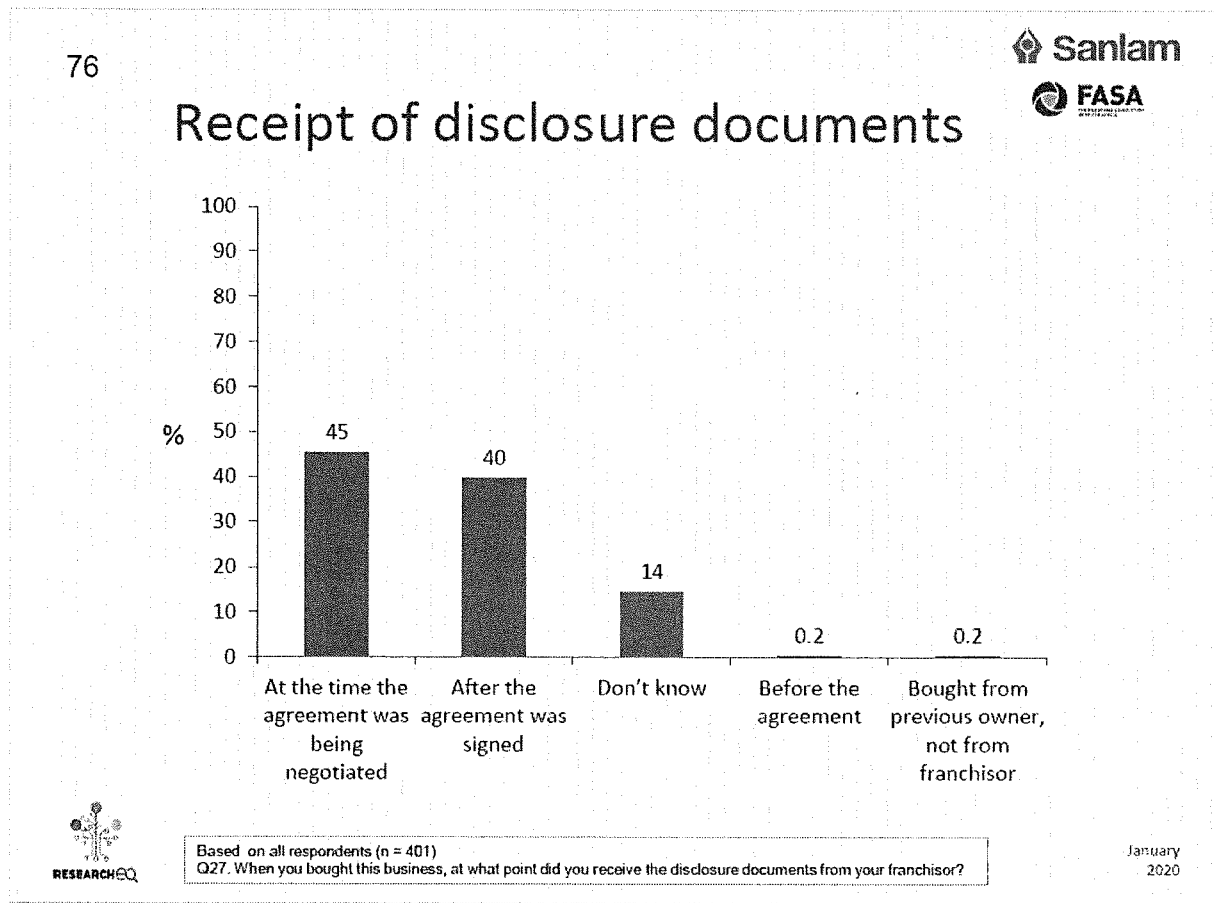
- 3.5.1. The executive director and the Association management team will maintain Windows capabilities including:
 - 3.5.1.1. Complete email facilities on the Internet for working with members directly through email and later website delivery of information.
 - 3.5.1.2. Complete desktop publishing facilities for delivery of reports, announcements, news, and information.
 - 3.5.1.3. Telephone and fax facilities, including a toll-free hot-line for members and consumers

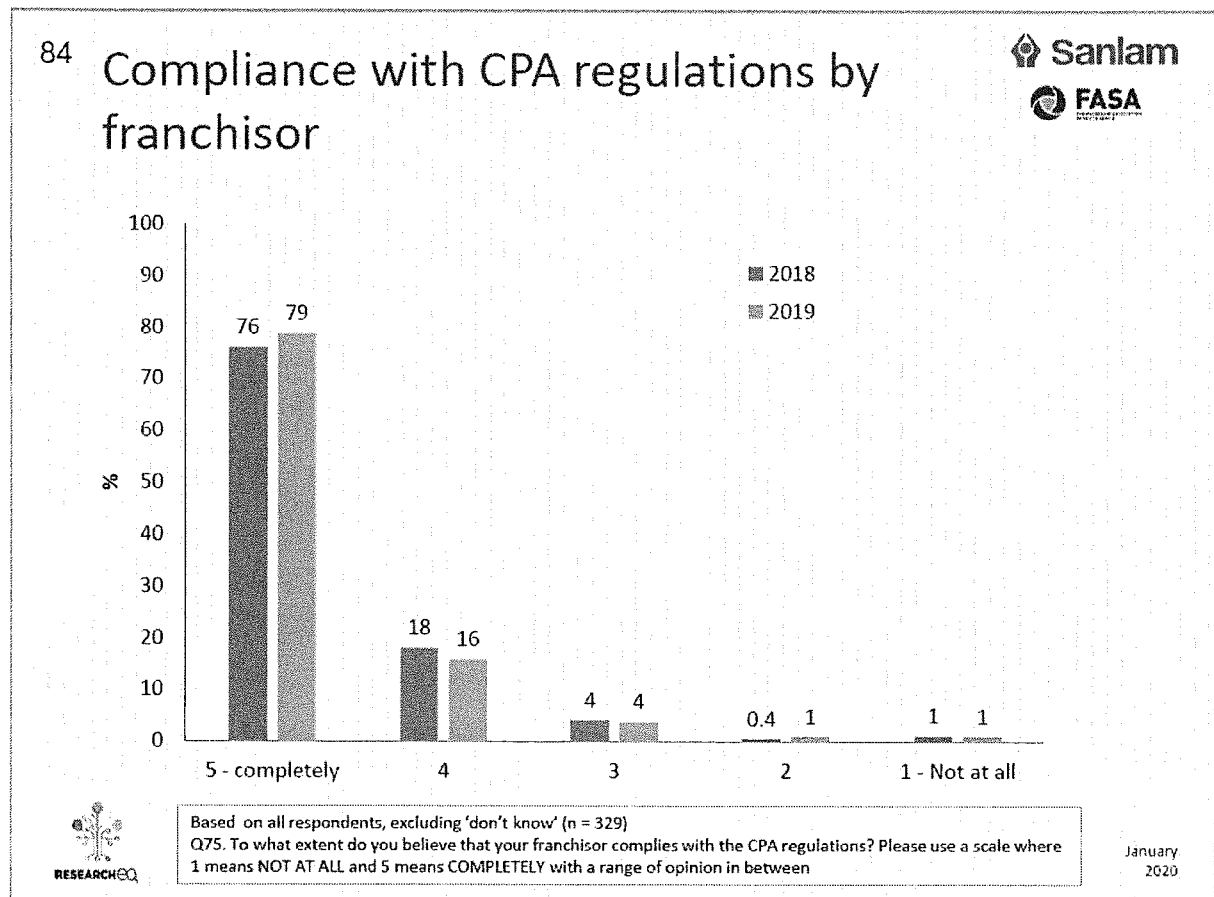
4. MARKET ANALYSIS SUMMARY

- 4.1. There are currently 756 Franchises in South Africa¹ with each industry having its separate franchisee Association and or Council and or Forum, which represents the interest of a Franchisee.

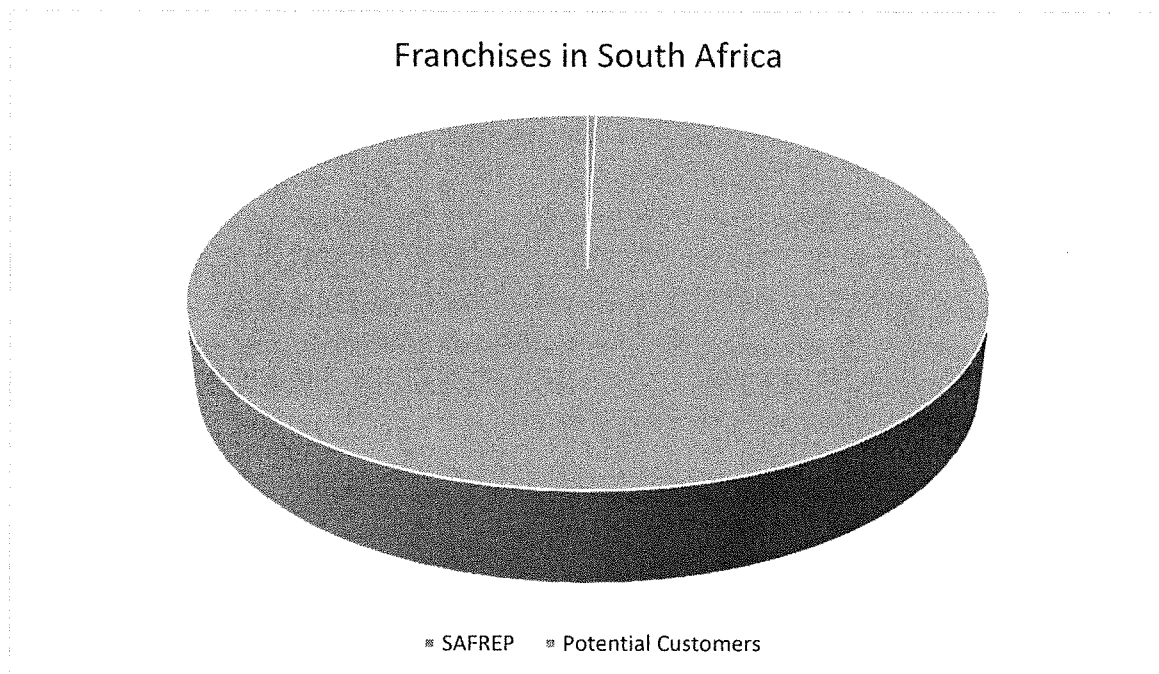
¹ <https://topfranchise.com>

- 4.2. According to Sanlam Survey Results - The South African Franchisee, only 45% of Franchisees' indicated that they receive the Disclosure documents on time. Also, 21% of franchisees' indicated that the franchisor did not comply with the CPA. See tables below:





4.3. Market Segmentation



4.4. Target Market Segment Strategy

- 4.4.1. Past experience has shown that most businesses in our industry will not join this association of their own accord. Instead, we must mount an aggressive membership drive.
- 4.4.2. Our management team consists of the board of directors and officers of SAFREP.
- 4.4.3. Ultimately the work will be divided among committees and the executive director may need to add staff to the Association management team.

5. ASSOCIATION SUMMARY

- 5.1. Both Directors of SAFREP have been actively involved in the Franchise Industry for approximately twenty (20) years.
- 5.2. Ernst Loyson, is a director of SAFREP with a B Juris LLB degree. He was admitted as an Advocate to the High Court during 1998. He provided legal advice to various franchises / franchisees over the last 20 years and of late, specifically advice relating to the CPA.
- 5.3. Grant-Seton Smith is the founder of SAFREP. He obtained his BProc degree from the University of Port Elizabeth and was admitted as an attorney in 1998. Grant specializes in Consumer and Franchise law with a focus on the legal challenges faced by franchisees. Grant is also an admitted legal practitioner currently practicing as a Legal Practitioner for over 23 years with membership number 83589.
- 5.4. Ansa Ferreira is currently employed on a part-time basis as a company secretary for SAFREP. Ansa is also an admitted legal practitioner currently practicing as a Legal Practitioner with membership number 94727.
- 5.5. SAFREPs sub-committees will consist of chairpersons and executive committees, which together with our Directors are experienced business people have been involved in the franchise industry for several years.

6. MONITORING AND EVALUATION BY THE NCC

Should the NCC provide SAFREP with a certificate to operate as a consumer protection group, SAFREP will provide the NCC with quarterly progress report on scheduled activities.

7. OPERATING AND CAPITAL BUDGET

- 7.1. The following budgets outline the financial and human resources required to deliver our overall purpose. We have assessed the viability of all future revenue streams and maximized efficiencies through cost savings, wherever possible. This process is a continuation of the balanced financial direction we have taken since our establishment in 2011.
- 7.2. We will provide advice and support to the members of SAFREP. The costs of running SAFREP will be deducted from SAFREP's members' levies.

7.3. SAFREP will only charge its members for out-of-pocket expenses in assisting franchisees with any issues they may have.

Financial forecast:

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
SAFREP INCOME STATEMENT			
Membership Levies Collected	30 000.00	33 000.00	36 000.00
LEVIES- SAFREP Fund	30 000.00	33 000.00	36 000.00
GROSS LEVIES	30 000.00	33 000.00	36 000.00
EXPENSES	24 800.00	27 430.00	30 173.00
Accounting Fees	17 500.00	19 250.00	21 175.00
Bank Charges	1 800.00	2 070.00	2 277.00
Printing & Stationery	300.00	330.00	363.00
Rent Paid	4 000.00	4 400.00	4 840.00
Telephone & Fax	1 200.00	1 380.00	1 518.00
NET PROFIT / (LOSS) BEFORE TAX	5 200.00	5 570.00	5 827.00
NET PROFIT / (LOSS)	5 200.00	5 270.00	5 827.00
PROFIT TO GO TO SAFREP to cover future expenses			

SAFREP NPC

Registration No: 2011/004182/08

Bribery, Corruption, and Fraud Policy

SAFREP NPC is committed to conducting business in an ethical and honest manner and is committed to implementing and enforcing systems that ensure all forms of bribery, corruption, and fraud are prevented. SAFREP NPC has zero tolerance for bribery and corrupt activities. We are committed to acting professionally, fairly, and with integrity in all business dealings and relationships we build with our employees. SAFREP NPC will constantly uphold all laws relating to anti-bribery and corruption and adhere to the SIZA Social Standard requirements in combating any form hereof.

To whom does this policy apply?

This policy applies to all employees, managers, and owners of SAFREP NPC, including temporary or contract employees. Employees must ensure that they do not become involved in any way in the payment of bribes. This policy sets out the minimum standards (SIZA; South African Legislation, ILO conventions and recommendations, or any other relevant legislation that might be applicable) to which all employees of SAFREP NPC must adhere at all times.

Definitions

Bribery can be described as: giving or receiving anything from any person (usually money, a gift, loan, reward, favour, commission or entertainment), as an improper inducement or reward for obtaining business, employment or any other benefit. Bribes can therefore include, but are not limited to:

- gifts and excessive or inappropriate entertainment, hospitality, travel and accommodation expenses;
- payments, whether by employees or business partners such as recruiters, labour service providers or consultants; and
- other 'favours' provided to supervisors, such as making unwanted advances, payments or promises.

ComQfillY_ Commitment

All employees of SAFREP NPC must adhere to the company ethos of bribery and corruption. No employee or manager will be allowed to take part or become involved in any form of bribery, corrupt behaviour, or fraud, including the following:

- Offer, pay, or give anything of value to any person through which one will unethically gain something in return which is not provided for in terms of their employment contract.
- Attempt to mislead or induce any person to do something illegal or which goes against the company policy.
- Mislead or intentionally lie to any person to gain an advantage above and beyond their employment agreement.
- Violate any rules by shifting blame or responsibility onto another employee/person.
- Fraudulent practices against the company ethos or legislation.

SAFREP NPC is committed to remove and combat any inappropriate behaviour immediately and will not tolerate such behaviour from employees, managers, or customers/clients in any way or form. This policy hereby binds the company to its commitment to regularly discuss and mitigate factors related to any form of bribery, corruption, or fraudulent behaviour.



Clarence Grant-Seton Smith

Date: 10 June 2022

Annexure "G"

RESOLUTION/RATIFICATION

By the Director of **SAFREP NPC** (Registration No: **2011/004182/08**) (the "Company") Passed by round-robin resolution and via email on the dates and places as stipulated below.

WHEREAS the Company wishes to be accredited as a Consumer Protection Group by the The National Consumer Commission (NCC) in terms of Section 78 of the Consumer Protection Act, 2008 (CPA).

NOW THEREFORE THE DIRECTOR OF SAFREP:-

RESOLVED that the Company, the Company is committed to achieving the purposes of the CPA, as amended together with the Regulations issued in terms thereof.

RESOLVED that the Director of this company are hereby authorised to do and perform any and all such acts, including execution of any and all documents, business plans, accreditation application to the NCC, certificates, as such Director shall deem essential or advisable, to carry out the purposes and intent of the foregoing resolutions.

RESOLVED FURTHER that any actions taken by such Director prior to the date of the foregoing resolutions adopted hereby, that are within the authority conferred thereby, are hereby ratified, confirmed and approved as the acts and deeds of the Company.

Signed by:

Directors		Place	Date	Signatories
1	Grant Clarence Seton- Smith (Chairperson)	Table View	10 June 2022	

The abovementioned signatories hereby certify that on date of signature they hold the office as director of the said company.

DATA AND POPI POLICY

1. INTRODUCTION

- 1.1.** This Data Protection and Information Sharing Policy describe the way that **SAFREP** will meet its legal obligations and requirements concerning confidentiality and information security standards. The requirements within the Policy are primarily based upon the Protection of Personal Information Act number 4 of 2013 ("POPIA"), as that is the key piece of legislation covering security and confidentiality of Personal Information.

Contact Details:

Head of Company/Group: GRANT SETON-SMITH
Physical Address: 4, 62 Blaauwberg Rd, Table View,
Cape Town,
7441
Postal Address: 4, 62 Blaauwberg Rd, Table View,
Cape Town,
7441
E-mail: info@safrep.co.za
Landline telephone number: --
Fax number: N/A.
Cell phone number: 082 774 6699

Information Officer: TRACEY-LEE SWANEPOEL
Physical Address: 4, 62 Blaauwberg Rd, Table View,
Cape Town,
7441
Postal Address: 4, 62 Blaauwberg Rd, Table View,
Cape Town,
7441
E-mail: tracey.s@safrep.co.za
Landline telephone number: 021 556 2322
Fax number: N/A.
Cell phone number: 071 491 2186

Deputy Information Officer: GERT BRINK
Physical Address: Unit F1, Greenstone Hill Office Park,
24 Emerald Drive Boulevard
Greenstone Hill
Edenvale
Postal Address: Unit F1, Greenstone Hill Office Park,
24 Emerald Drive Boulevard
Greenstone Hill
Edenvale
E-mail: gert.b@safrep.co.za
Landline telephone number: 011 609 2630
Fax number: N/A.
Cell phone number: 082 446 1772

ASSISTING FRANCHISEES NATIONWIDE

2. DEFINITIONS (as defined in the POPIA)

- 2.1. "Consent" means the voluntary, specific and informed expression of will;
- 2.2. "Data Subject" means the natural or juristic person to whom the Personal Information relates;
- 2.3. "Direct Marketing" means approaching a Data Subject personally for the purpose of selling them
 - 2.3.1. a product or service, of requesting a donation;
- 2.4. "Company/Group" means **SAFREP / South African Franchisee Representative Organisation;**
- 2.5. "POPIA" means the Protection of Personal Information Act, No. 4 of 2013;
- 2.6. "Personal Information" means information relating to an unidentifiable, living, natural person, or
 - 2.6.1. an identifiable, existing juristic person, as defined in POPIA;
- 2.7. "Processing" means an operation or activity, whether or not by automatic means, concerning
 - 2.7.1. Personal Information.

3. SCOPE OF THE POLICY

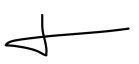
- 3.1. This policy applies to all Company/Group employees, directors, sub-contractors, agents, and appointees. The provisions of the Policy are applicable to both on and off-site processing of Personal Information.

4. POLICY STATEMENT

- 4.1. The Company/Group collects and uses Personal Information of the individuals and corporate entities with whom it works in order to operate and carry out its business effectively. The Company/Group regards the lawful and appropriate processing of all Personal Information as crucial and essential to successful and safely service delivery and essential to maintaining confidence between the Company/Group and those individuals and entities who deal it. The Group therefore fully endorses, commits to and adheres to the principles of POPIA.

5. DATA OWNERSHIP AND PROCESSING

- 5.1. You (the "data subject") retain ownership of all data you input ("Client Data").
 - 5.1.1. You hereby give consent to SAFREP and its representatives, to, including but not limited to:
 - 5.1.1.1. Collect, manage, store and process your data (collective referred to as "use"); and
 - 5.1.1.2. Waive, release, defend, indemnify, and hold harmless SAFREP and its representatives, against any claims, damages, or liability arising from to, including but not limited to, collect, manage, store and process your data; and
 - 5.1.1.3. I understand I may withdraw consent at any time and agree that this remedy is in support of the waiver and indemnification; and
 - 5.1.1.4. I cannot withdraw consent retroactively, which means that SAFREP is authorised to use data as indicated above until consent is withdrawn. Withdrawal of consent will immediately terminate this agreement and access to the program.
- 5.2. SAFREP acts as a "data operator" under POPIA, processing Client Data on your behalf.
- 5.3. We will:
 - 5.3.1. Process Client Data only as instructed; and
 - 5.3.2. Maintain data security as required under POPIA Section 19;
 - 5.3.3. Notify you of any confirmed breach as required under Section 22 by way of:
 - 5.3.3.1. Mailed to the data subject's last known physical or postal address; or
 - 5.3.3.2. sent by e-mail to the data subject's last known e-mail address; or
 - 5.3.3.3. placed in a prominent position on the website of the responsible party; or
 - 5.3.3.4. published in the news media; or
 - 5.3.3.5. as may be directed by the Regulator.
- 5.4. You acknowledge that you remain the "responsible party" under POPIA and retain ultimate responsibility for the lawful collection, consent, and accuracy of all data uploaded.
- 5.5. The Company/Group uses the Personal Information under its care in the following ways:
 - 5.5.1. Conducting credit- and criminal reference checks and assessments;
 - 5.5.2. Administration of agreements;
 - 5.5.3. Providing products and services to customers;



- 5.5.4. Discounting and asset funding purposes;
- 5.5.5. Detecting and prevention of fraud, crime, money laundering and other malpractice;
- 5.5.6. Conducting market or customer satisfaction research;
- 5.5.7. Marketing and sales;
- 5.5.8. In connection with legal proceedings;
- 5.5.9. Staff administration;
- 5.5.10. Keeping of accounts and records;
- 5.5.11. Complying with legal and regulatory requirements;
- 5.5.12. Profiling data subjects for the purposes of direct marketing.

5.6. Categories of Data Subjects and their Personal Information

- 5.6.1. The Company/Group may possess records relating to suppliers, shareholders, contractors service providers, staff and customers:

5.7. Entity Type Personal Information Processed (including, but not limited to):

5.7.1. Natural Persons as customers:

- 5.7.1.1. Names;
- 5.7.1.2. Contact details;
- 5.7.1.3. Physical- and postal addresses;
- 5.7.1.4. Date of birth;
- 5.7.1.5. ID number;
- 5.7.1.6. Tax related information;
- 5.7.1.7. Nationality;
- 5.7.1.8. Gender;
- 5.7.1.9. Confidential correspondence.

5.7.2. Juristic Persons / -entities as customers:

- 5.7.2.1. Names of contact persons;
- 5.7.2.2. Name of legal entity;
- 5.7.2.3. Physical- and postal address and contact details;
- 5.7.2.4. Financial information;
- 5.7.2.5. Registration number;
- 5.7.2.6. Founding documents;
- 5.7.2.7. Tax related information;
- 5.7.2.8. Authorised signatories;
- 5.7.2.9. Beneficiaries;
- 5.7.2.10. Ultimate beneficial owners;
- 5.7.2.11. Shareholding information;
- 5.7.2.12. BBBEE information.

5.7.3. Contracted Service Providers:

- 5.7.3.1. Names of contact persons;
- 5.7.3.2. Name of legal entity;
- 5.7.3.3. Physical- and postal address and contact details;
- 5.7.3.4. Financial information;
- 5.7.3.5. Registration number;
- 5.7.3.6. Founding documents;
- 5.7.3.7. Tax related information;
- 5.7.3.8. Authorised signatories;
- 5.7.3.9. Beneficiaries;
- 5.7.3.10. Ultimate beneficial owners;
- 5.7.3.11. Shareholding information;
- 5.7.3.12. BBBEE information.

5.7.4. Employees and Directors:

- 5.7.4.1. Gender;
- 5.7.4.2. Pregnancy;
- 5.7.4.3. Marital status;
- 5.7.4.4. Colour;
- 5.7.4.5. Race;
- 5.7.4.6. Age;



- 5.7.4.7. Language;
- 5.7.4.8. Education information;
- 5.7.4.9. Financial information;
- 5.7.4.10. Employment history;
- 5.7.4.11. ID number;
- 5.7.4.12. Physical- and postal address;
- 5.7.4.13. Contact details;
- 5.7.4.14. Opinions;
- 5.7.4.15. Credit record;
- 5.7.4.16. Criminal record;
- 5.7.4.17. Employee benefits and wellness.

5.8. Categories of Recipients for Processing the Personal Information

5.8.1. The Company/Group may share the Personal Information with its agents, affiliates, and associated companies who may use this information to send the Data Subject information on products and services. The Company/Group may supply the Personal Information to any party to whom the Company/Group may have assigned or transferred any of its rights or obligations under any agreement, and/or to service providers who render the following services:

- 5.8.1.1. Capturing and organising of data;
- 5.8.1.2. Storing of data;
- 5.8.1.3. Sending of emails and other correspondence to customers;
- 5.8.1.4. Conducting due diligence checks;
- 5.8.1.5. Administration of the Medical Aid and Pension Schemes;
- 5.8.1.6. Rendering of outsourced services.

5.9. Actual or Planned Trans-Border Flows of Personal Information

5.9.1. Personal Information may be transmitted trans-border to the Company's/Group's authorised dealers and its suppliers in other countries, and Personal Information may be stored in data servers hosted outside South Africa. Taking note that some countries may not have adequate data protection laws in place, the Company/Group is committed to, as far as reasonably possible, ensure that Personal Data is kept in designations with the necessary security measures in place.

5.10. General Description of Information Security Measures

5.10.1. The Company/Group is committed to ensure the sound integrity of security systems protecting Personal Information, *inter alia* the following:

- 5.10.1.1. Firewalls;
- 5.10.1.2. Virus protection software and update protocols;
- 5.10.1.3. Logical- and physical access control;
- 5.10.1.4. IT software and –hardware security measures;
- 5.10.1.5. The Company/Group will ensure that outsourced service providers who process Personal Information on behalf of the Company/Group have the required security measures in place to
- 5.10.1.7. protect any and all Data Subjects.

6. ACCESS TO PERSONAL INFORMATION

6.1. All individuals and entities as Data Subjects may request access, amendment, or deletion of their own Personal Information held by the Company/Group. Any requests should be directed, on the prescribed form that can be obtained from HR and also attached to this policy as examples, to the Information Officer.

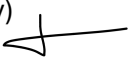
6.2. Remedies available if request for access to Personal Information is refused

6.2.1. Internal Remedies

6.2.1.1. The matter can be referred to the Company/Group's Information Officer, who will have the final decision on such matters.

6.2.2. External Remedies

6.2.2.1. A requestor (employee, third party and/or any Data Subject) that is dissatisfied with the Information Officer's refusal to disclose information, may within 30 (thirty)



days of notification of the decision, apply to the Information Regulator or an applicable Court for the prescribed relief.

6.2.3. Grounds for Refusal

- 6.2.3.1. The Company/Group may lawfully refuse to grant access to a requested record that falls within a certain category. Grounds on which the Company/Group may refuse access include, *inter alia* the following:
- 6.2.4. Protecting personal information that the Company/Group holds about a third person (who is a natural- and/or juristic person), including a deceased person, from unreasonable disclosure;
- 6.2.5. Protecting commercial information and or intellectual property that the Company/Group holds about a third party or the Company/Group's own confidential and/or privileged information, which
- 6.2.6. disclosure may have an adverse effect on the rights and interests of the parties concerned in any way whatsoever, *inter alia* trade secrets, financial secrets, commercial information and client lists;
- 6.2.7. If disclosure of the requested record would result in a breach of a duty of confidence and/or contract owed to a third party in;
- 6.2.8. If disclosure of the record would endanger the life and/or physical safety of an individual, the general public and/or any other Data Subject, *inter alia* transport information, information regarding a witness protection program and/or privileged information (if not duly waived) regarding pending legal cases and/or –proceedings;
- 6.2.9. The record is a computer programme;
- 6.2.10. The record contains research information carried out by and/or on behalf of third party and/or the Company/Group;
- 6.2.11. Records that cannot be found or that is not in existence, which status/case will then be reported to the relevant Data Subject as prescribed.

7. IMPLEMENTATION GUIDELINES

7.1. Training

- 7.1.1. To assist in the implementation of POPIA and/or its amendments in the workplace and to ensure that all parties concerned, including the Company/Group's current and future employees (also *via* induction) as Data Subjects are fully aware of their status, rights and responsibilities according to POPIA, the Company/Group is committed to ensure that the necessary training- and meeting programs are in place in this regard, which will be minuted and attendance records will be kept.

7.2. Employee Contracts

- 7.2.1. New employees will sign an Employment Contract containing the relevant consent clauses for the use and storage of employee information, their rights and responsibilities in this regard and a confidentiality undertaking to ensure breaches of confidentiality in relation to any Personal Information are eliminated. Strict disciplinary action will be taken against employees that breaches these rules, which might be grounds for summary dismissal. Employees currently employed by the Company/Group will be required to sign an addendum to their current contract of employment that will stipulate the *status quo* regarding POPIA compliance to ensure breaches of confidentiality in relation to any Personal Information are eliminated. Strict disciplinary action will be taken against employees that breaches these rules, which might be grounds for summary dismissal.

8. PROCESSING CONDITIONS AS PER POPIA

- 8.1. As prescribed by POPIA and to ensure compliance with its goals and reason for its existence, the Company/Group undertakes to abide by the following 8 (eight) principles as quoted in POPIA in all its processing activities:

8.2. Accountability

- 8.2.1. The Company/Group will at all times ensure compliance with all eight processing conditions through all stages of interaction with Personal Information, not only when processing personal information, but also when deciding what data to process and the reason for processing.

8.3. Processing Limitation

8.3.1. Lawfulness of processing

8.3.1.1. This condition sets out a principle of minimality, meaning only processing personal information that is relevant and only to the point needed for the stated purpose. The processing of Personal Information is only lawful if, given the purpose of processing, the information is adequate, relevant and not excessive. The Company/Group may only process Personal Information if one of the following grounds of lawful processing exists:

- 8.3.1.1.1. The Data Subject, or a competent person where the data subject is a child, consents to the
- 8.3.1.1.2. processing;
- 8.3.1.1.3. Processing is necessary for the conclusion or performance of a contract with the Data Subject;
- 8.3.1.1.4. Processing complies with a legal responsibility and/or -obligation imposed on the Company/Group;
- 8.3.1.1.5. Processing protects a legitimate interest of the Data Subject;
- 8.3.1.1.6. Processing is necessary for the proper performance of a public law duty by a public body;
- 8.3.1.1.7. Processing is necessary for pursuance of a legitimate interest of the Company/Group and/or a third party to whom the information is supplied.

8.3.2. Special Personal Information includes:

- 8.3.2.1. Religious, philosophical, or political beliefs;
- 8.3.2.2. Race or ethnic origin;
- 8.3.2.3. Trade union membership;
- 8.3.2.4. Health or sex life;
- 8.3.2.5. Biometric information (including blood type, fingerprints, DNA, retinal scanning, voice
- 8.3.2.6. recognition, photographs);
- 8.3.2.7. Criminal behaviour;
- 8.3.2.8. Information concerning a child.

8.3.3. The Group may only process Special Personal Information under the following circumstances:

- 8.3.3.1. The Data Subject has consented to such processing;
- 8.3.3.2. The Special Personal Information was deliberately made public by the Data Subject;
- 8.3.3.3. Processing is necessary for the establishment of a right or defence in law;
- 8.3.3.4. Processing is for historical, statistical, or research reasons;
- 8.3.3.5. If processing of race or ethnic origin is in order to comply with affirmative action laws.

8.4. All Data Subjects have the right to refuse or withdraw their consent to the processing of their Personal Information, and a Data Subject may object, at any time, to the processing of their Personal Information on any of the above grounds, unless legislation provides for such processing. If the Data subject withdraws consent or objects to processing then the Group shall forthwith refrain from processing the Personal Information.

8.5. Collection directly from the Data Subject

8.5.1. Personal Information must be collected directly from the Data Subject, unless:

- 8.5.1.1. Personal Information is contained in a public record;
- 8.5.1.2. Personal Information has been deliberately made public by the Data Subject;
- 8.5.1.3. Personal Information is collected from another source with the Data Subject's consent;
- 8.5.1.4. Collection of Personal Information from another source would not prejudice the Data
- 8.5.1.5. Subject;
- 8.5.1.6. Collection of Personal Information from another source is necessary to maintain, comply
- 8.5.1.7. with or exercise any law or legal right;



8.5.1.8. Collection from the Data Subject would prejudice the lawful purpose of collection;

8.5.1.9. Collection from the Data Subject is not reasonably practicable.

8.5.2. Purpose Specification

8.5.2.1. The Company/Group will only process Personal Information for the specific purposes/reasons as set out and defined in paragraph 8.1 hereto and the Company/Group will make the data subject aware of this reason and will only retain the personal information for as long as needed to meet this purpose, after which it will be deleted, destroyed or de-identified.

8.5.3. Further Processing

8.5.3.1. New processing activity must be compatible with original stated purpose of processing. Further processing will be regarded as compatible with the purpose of collection if:

8.5.3.1.1. Data Subject has consented to the further processing;

8.5.3.1.2. Personal Information is contained in a public record;

8.5.3.1.3. Personal Information has been deliberately made public by the Data Subject;

8.5.3.1.4. Further processing is necessary to maintain, comply with or exercise any law or legal

8.5.3.1.5. right;

8.5.3.1.6. Further processing is necessary to prevent or mitigate a threat to public health or safety,

8.5.3.1.7. or the life or health of the Data Subject or a third party.

8.5.4. Information Quality

8.5.4.1. The Company/Group will take reasonable steps to ensure that Personal Information is complete, accurate, not misleading and updated. The Company/Group shall periodically review Data Subject records to ensure that the Personal Information is still valid and correct.

8.5.5. Employers should as far as reasonably practicable follow the following guidance when collecting Personal Information:

8.5.5.1. Personal Information should be dated when received;

8.5.5.2. A record should be kept of where the Personal Information was obtained;

8.5.5.3. Changed to information records should be dated;

8.5.5.4. Irrelevant or unneeded Personal Information should be deleted or destroyed;

8.5.5.5. Personal Information should be stored securely, either on a secure electronic database

8.5.5.6. or in a secure physical filing system.

8.6. Openness

8.6.1. The Company/Group shall take reasonable steps to ensure that the Data Subject is made aware of:

8.6.1.1. What Personal Information is collected, and the source of the information;

8.6.1.2. The purpose of collection and processing;

8.6.1.3. Where the supply of Personal Information is voluntary or mandatory, and the

8.6.1.4. consequences of a failure to provide such information;

8.6.1.5. Whether collection is in terms of any law requiring such collection;

8.6.1.6. Whether the Personal Information shall be shared with any third party. These details will form part of the Company/Group's Privacy Policy to which the Data Subject agrees when signing a Consent form.

8.7. Security Safeguards

8.7.1. The Group shall ensure the integrity and confidentiality of all Personal Information in its possession, by taking reasonable steps to:

8.7.1.1. Identify all reasonably foreseeable risks to information security;

8.7.1.2. Establish and maintain appropriate safeguards against such risks;

8.8. Written records

8.8.1. Personal Information records should be kept in locked cabinets, or safes;



- 8.8.2. When in use Personal Information records should not be left unattended in areas where non-staff members may access them;
- 8.8.3. The Group shall implement and maintain a “Clean Desk Policy” where all employees shall be required to clear their desks of all Personal Information when leaving their desks for any length of time and at the end of the day;
- 8.8.4. Personal Information which is no longer required should be disposed of by shredding.
- 8.9. Any loss or theft of, or unauthorised access to, Personal Information must be immediately reported to the Information Officer
- 8.10. **Electronic Records**
- 8.10.1. All electronically held Personal Information must be saved in a secure database;
- 8.10.2. As far as reasonably practicable, no Personal Information should be saved on individual computers, laptops or hand-held devices;
- 8.10.3. All computers, laptops and hand-held devices should be access protected with a password, fingerprint or retina scan, with the password being of reasonable complexity and changed frequently;
- 8.10.4. The Group shall implement and maintain a “Clean Screen Policy” where all employees shall be required to lock their computers or laptops when leaving their desks for any length of time and to log off at the end of the day;
- 8.10.5. Electronic Personal Information which is no longer required must be deleted from the individual laptop or computer and the relevant database. The employee must ensure that the information has been completely deleted and is not recoverable.
- 8.11. Any loss or theft of computers, laptops or other devices which may contain Personal Information must be immediately reported to the Information Officer, who shall notify the IT department, who shall take all necessary steps to remotely delete the information, if possible.
- 8.12. Should the Company/Group make use a third party, called an Operator, to process personal information, the Company/Group will ensure the Operator complies with all the prescriptions of the POPIA.
- 8.13. In the unlikely event that a data breach occurs, the Company/Group will follow its own policy and procedure in this regard and further inform the Information Regulator and, if known, the relevant data subjects as soon as possible, unless law enforcement officials instruct the Company/Group to delay doing so or to not do so at all.
- 8.14. **Data Subject Participation**
- 8.14.1. Data Subject have the right to request access to, amendment, or deletion of their Personal Information. All such requests must be submitted in writing to the Information Officer. Unless there are grounds for refusal as set out in herein mentioned paragraph 8.2, the Company/Group will disclose the requested Personal Information:
- 8.14.1.1. On receipt of adequate proof of identity from the Data Subject, or requester;
- 8.14.1.2. Within a reasonable time;
- 8.14.1.3. On receipt of the prescribed fee, if any;
- 8.14.1.4. In a reasonable format.
- 8.15. The Company/Group shall not disclose any Personal Information to any party unless the identity of the requester has been verified.

9. DIRECT MARKETING

- 9.1. Direct Marketing communications will be subject to the prescriptions that it must contain the Company/Group’s details and an opt-out-option. If a recipient of such marketing material indicates the wish to opt-out, marketing to such a recipient will cease with immediate effect.
- 9.2. Direct Marketing by electronic means to existing customers and/or employees is only permitted when consent has been obtained by such a recipient (and/or data subject), which consent can only be obtained once, and/or:
- 9.2.1. If the customer’s details were obtained in the context of a sale or service;
- 9.2.2. For the purpose of marketing the same or similar products;
- 9.2.3. If the Company/Group is already in possession of the Data Subject’s Personal Information;
- 9.2.4. If the Company/Group procured the recipient of marketing’s Personal Information that was already made public by such a recipient.
- 

9.3. Relating to consent, the Company/Group will ensure that proper and accurate records are kept regarding:

- 9.3.1. Date of consent;
- 9.3.2. Wording of the consent;
- 9.3.3. Who obtained the consent;
- 9.3.4. Proof of opportunity to opt-out on each marketing contact;
- 9.3.5. Record of opt-outs.

10. DESTRUCTION OF PERSONAL INFORMATION

10.1. Documents may be destroyed as indicated in this policy or on direction of the Company/Group by the relevant department and/or the Company/Group. Regular internal audits are done to determine which records are being retained that are eligible for destruction, bearing in mind that original document/s will be returned to its owners or the Company/Group for safe keeping purposes. Regarding Personal Information stored in document form, destruction of same by the Company/Group and/or appointed document disposal service provider to ensure that it cannot be re-identified. Regarding Personal Information stored in electronic records, destruction of same will be done by the Company/Group and/or appointed IT service provider to ensure that same cannot be re-identified.

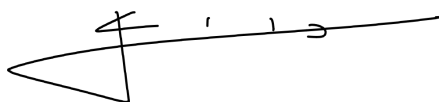
11. RETENTION PERIODS

11.1. The Company is committed to only retain processed Personal Information for as long as it is required relating to the purposes for its collection, any contractual obligations, statutory required obligations and/or as prescribed by any relevant legislation of the Republic of South Africa, after which it will be destroyed in such a manner in which it will not be possible to re-identify same. Should there be any queries regarding the length of retention and/or different legislation that prescribes retention periods, all parties are motivated and required to contact the Information Officer in this regard.

12. DATE OF APPLICATION

12.1. This policy will be effective and enforceable as from the date of signing.

SIGNED BY **GERT BRINK** ON THIS THE 01 DAY OF MARCH 2025.

A handwritten signature in black ink, appearing to read 'Gert Brink', written over a horizontal line.

Information Officer

APPLICATION FOR MEMBERSHIP

1. Registered name:	
2. Company registration number:	
3. Postal address:	
4. Business physical address:	
5. Telephone number:	
6. Cell number:	
7. Fax number:	
8. Email:	

Hereinafter referred to as “the Member”

I, _____ (duly authorized to act for and on behalf of the legal entity) hereby apply for membership of the South African Franchisee Representative Association (“SAFREP”).

I/We have read and understood the SAFREP constitution and undertake to abide by the constitution and any resolutions of SAFREP and the decisions of the executive committee.

I, the undersigned, declare that the abovementioned information is true and correct.

AUTHORISED SIGNATURE

DATE

.....
FOR OFFICE USE ONLY

The abovementioned application is **APPROVED / DISAPPROVED**

EXECUTIVE DIRECTOR

EXECUTIVE COMMITTEE MEMBER

ASSISTING FRANCHISEES NATIONWIDE

Unit 4, 62 Blaauwberg Road, Table View 7441 | Tel: 021 556 23 22 | Email: info@safrep.co.za

MEMBERSHIP AGREEMENT

Entered into by and between

SAFREP

And

("the Member")

as Franchisee of _____ (enter Franchise group).
("the Franchise Group")

1) INTRODUCTION

- a) The member is a Franchisee member of the Franchise Group, and from the effective date a member of SAFREP, a nonprofit company established for the protection of franchisees rights.

2) SAFREP OBLIGATIONS AND PROCESS FLOW

- a) SAFREP assists franchisees on a national level in all franchisee/franchisor related matters, with the view to equipping franchisees that are representing fellow franchisees with the requisite expertise as it pertains to issues at hand, and furthermore to assist franchisees in the administrative burden of organising a large number of franchisees.
- b) avails itself to a legal advisory service, consulting with franchisees telephonically and electronically on all franchisee/ franchisor queries and commercial contract queries, including but not limited to contractual matters, consumer protection act rights, franchise contract management and other franchisee/franchisor related matters. This does not include labour consultancy.
- c) SAFREP offers professional opinion on areas where franchisees would need clarity and assists the franchisee representative forums in petitioning the franchisor in areas where franchisees are seeking relief, clarity and/or change from the franchisor, or any other national matter relating to the franchisor that franchisees would like to be addressed.
- d) SAFREP will attend franchisee representative meetings and/or forums where it is necessary for us to attend but limited to twice per month and excluding travel and accommodation. Should we be required to attend more than two, our standard rates quoted below would apply, and any additional costs incurred would be charged to SAFREP.

3) MEMBER OBLIGATIONS

- a) The member is liable to a monthly membership fee of R250 per franchised business.
- b) Members will also be required to pay a once off Joining fee to SAFREP of R250.
- c) Fees are payable by debit order on the last working day of the month.
- d) Disbursements and service provider expenses by SAFREP will be recovered from the membership fee contribution.

4) CONTRACT PERIOD

- a) The parties agree to a 12-month period from the effective date of signature of this agreement.
- b) A 1-month notice period is required for cancellation. The last debit order will be deducted in the month of cancellation.

ASSISTING FRANCHISEES NATIONWIDE

5) CONFIDENTIALITY

- a) SAFREP and all its members and employees agree that information pertaining to SAFREP members is privileged and confidential. Further to this it is also understood that any details pertaining to the members of SAFREP may not be disclosed to any third party save by mandate from SAFREP members.

I have read this Agreement and agree to abide by all its terms and conditions.

Signed by:	The Member
Signature:	
Name:	
Date:	

DEBITORDER MANDATE

SAFREP NPC

A. Authority/Mandate: Paper/Electronic

Given by (name of Accountholder):	
Address:	

Bank Account Detail

Bank Name:	
Branch Name and Town:	
Branch Number:	
Account Number:	
Type of Account:	
Date:	
Contact Number:	
Amount:	
To (Name of Beneficiary):	
Address:	

Abbreviated Shortname to be used:	SAFREP
Refer to contract reference number	("the Contract Reference Number")

- 1) I/We hereby authorise Netcash (Pty) Ltd to issue and deliver payment instructions to your banker for collection against my/our abovementioned account at my/our abovementioned bank on condition that the sum of such payment instructions will not differ from my/our obligations as agreed to in the Contract Reference Number.
- 2) The individual payment instructions so authorised must be issued and delivered on the date when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not differ as agreed to in terms of the Agreement.
- 3) The payment instructions so authorised to be issued must carry the Contract Reference Number, included in the said payment instructions, and must be provided to identify the specific contract. The said Contract Reference Number should be added to this form in section E before the issuing of any payment instruction and communicated directly after having been completed.
- 4) I/we agree that the first payment instruction will be issued and delivered on _____(date) and thereafter regularly on the ____ of each month.
- 5) If however, the date of the payment instruction falls on a non-processing day (weekend or public holiday) I agree that the payment instruction may be debited against my account on the following business day; or
- 6) Subsequent payment instructions will continue to be delivered in terms of this authority until the obligations in terms of the Agreement have been paid or until this authority is cancelled by me/us by giving you notice in writing of not less than the interval (as indicated in the previous clause) and sent by prepaid registered post or delivered to your address indicated above.
- 7) MANDATE
 - a) I/we acknowledge that all payment instructions issued by you will be treated by my/our abovementioned bank as if the instructions had been issued by me/ us personally.
- 8) CANCELLATION
 - a) I/we agree that although this authority and mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/we also understand that I/we cannot reclaim amounts, which have been withdrawn from my/our account (paid) in terms of this authority and mandate if such amounts were legally owing to you.
- 9) ASSIGNMENT:
 - a) I/We acknowledge that this authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party.

Signed on this day of.....

..... SIGNATURE AS USED FOR OPERATING ON THAT ACCOUNT

.....
ASSISTED BY
FOR OFFICE USE

.....
CAPACITY

E. AGREEMENT REFERENCE NUMBER: _____

ASSISTING FRANCHISEES NATIONWIDE

Unit 4, 62 Blaauwberg Road, Table View 7441 | Tel: 021 556 23 22 | Email: info@safrep.co.za

STRATEGY TO TARGET HISTORICALLY DISADVANTAGED SOUTH AFRICANS

1. INTRODUCTION

1.1. This policy outlines the strategic approach of SAFREP Organisation to support franchise owners from previously disadvantaged groups, with specific reference to the Consumer Protection Act (CPA). The aim is to empower such franchise owners by providing guidance, resources, and interventions that help them understand their rights and obligations under the CPA, address unfair practices, and improve equitable participation within the franchise sector.

2. STRATEGIC OBJECTIVE

2.1. To access, encourage participation, and promote economic empowerment of Historically Disadvantaged South Africans by creating targeted, inclusive, and culturally relevant marketing initiatives that increase awareness, trust, and engagement with our organisation, our services and programmes.

3. TARGET MARKET DEFINITION

3.1. Primary Target Groups

3.2. Black South Africans (African, Coloured, Indian) particularly:

3.2.1. Youth (18–35)

3.2.2. Women entrepreneurs

3.2.3. Rural and township communities

3.2.4. Emerging markets

3.2.5. Franchise owners or small business owners from historically disadvantaged backgrounds

4. PURPOSE OF THE POLICY

4.1. The purpose of this policy is to:

4.1.1. To reach out to Historically Disadvantaged South African Franchisees Owners – specifically in rural areas – to urge them to join SAFREP and explain the benefits of the organisation.

4.1.2. Provide a structured framework for supporting previously Historically Disadvantaged South African Franchisees.

4.1.3. Ensure that the principles and rights contained in the CPA are applied to protect these franchisees.

4.1.4. Promote fair, transparent, and ethical business practices within the franchise environment.

4.1.5. Establish organisational responsibilities and support mechanisms.

5. SCOPE

5.1. This policy applies to:

5.1.1. All franchise owners who fall within previously disadvantaged groups.

5.1.2. All organisational representatives who engage with or support these franchisees.

5.1.3. All matters relating to consumer protection, contractual fairness, business practices, and compliance with the CPA.

ASSISTING FRANCHISEES NATIONWIDE

6. LEGAL FRAMEWORK

6.1. This strategy is guided by the Consumer Protection Act, 68 of 2008, including but not limited to:

- 6.1.1. Section 3: Purpose and application promoting fairness, equality, and access to justice.
- 6.1.2. Section 40: Prohibition of unfair, unreasonable, or unjust contractual terms and business practices.
- 6.1.3. Section 41: Prevention of false, misleading, or deceptive representations.
- 6.1.4. Section 48: Right to fair, just, and reasonable terms and conditions.
- 6.1.5. Section 51–52: Prohibited terms and the court's ability to intervene in unfair contracts.

7. KEY CHALLENGES FACED BY PREVIOUSLY DISADVANTAGED FRANCHISE OWNERS

7.1. Franchise owners from Historically Disadvantaged South African Franchisees groups often face the following barriers:

- 7.1.1. Limited understanding of contractual terms due to complex franchise agreements.
- 7.1.2. Unequal bargaining power in franchise negotiations.
- 7.1.3. Exposure to unfair, misleading, or exploitative franchise practices.
- 7.1.4. Limited access to legal support and consumer protection resources.
- 7.1.5. Financial vulnerability resulting in less ability to challenge unfair treatment.

8. STRATEGIC OBJECTIVES

8.1. The Organisation commits to the following objectives:

- 8.1.1. Awareness and Education: Inform franchise owners about their rights under the CPA.
- 8.1.2. Contractual Support: Assist in reviewing franchise agreements to identify unfair terms.
- 8.1.3. Intervention on Unfair Practices: Provide support or representation when franchisees face unfair treatment.
- 8.1.4. Empowerment and Development: Help franchisees build capacity to operate sustainably and independently.
- 8.1.5. Advocacy: Engage with regulatory bodies to raise issues affecting disadvantaged franchise owners.

9. RESPONSIBILITIES OF THE ORGANISATION

9.1. The Organisation will:

- 9.1.1. Maintain updated knowledge of the CPA.
- 9.1.2. Provide accurate information, resources, and support.
- 9.1.3. Ensure fairness and confidentiality in all engagements.
- 9.1.4. Collaborate with legal experts, franchise bodies, and regulators.

10. RESPONSIBILITIES OF FRANCHISE OWNERS

10.1. Franchise owners receiving support must:

- 10.1.1. Act in good faith

COMMERCIAL LEASE AND INFRASTRUCTURE USAGE

("the Agreement")

Between

SAFREP NPC (JOHANNESBURG)

Incorporated in the Republic of South Africa

(Registration number: **2011/004182/08**)

Mobile number: +27 82 446 1772

Electronic mail: info@safrep.co.za

Contact person: Mr Gert Hendrik Johannes Brink (duly authorised representative of SAFREP NPC)

("The Company")

And

KUSCO T/A POVEY MULVENNA AND ASSOCIATES

Incorporated in the Republic of South Africa

(Registration number: **2005/037733/07**)

Mobile number: +27 82 334 1448

Electronic mail: hdbrits76@gmail.com

Contact Person: Mrs Helena Dorothy Brits (duly authorised representative of KUSCO)

("the Service Provider")

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1 DEFINITIONS

In this Agreement, unless the context indicates otherwise, the words and expressions set out below shall have the meanings assigned to them and cognate expressions shall have a corresponding meaning, namely:

- | | | |
|-----|-----------------|---|
| 1.1 | Agreement | means this service level agreement; |
| 1.2 | Best Endeavours | Means the efforts to be exerted by a Party to achieve a particular result, means that the Party required to exert those efforts must do all such things within its reasonable control (including expending money, time and resources) to achieve that result, but this does not include undertaking actions or omissions that would give rise to a breach of any legal obligation, and furthermore it shall not be construed as imposing an obligation on a Party to procure absolutely that the result is achieved; |
| 1.3 | Business Day | means any day which is not a Saturday, Sunday or a public holiday in RSA (within the meaning of the Public Holidays Act No. 36 of 1994); |
| 1.4 | Company, the | Means a Non-Profit Company acting in the interest of Franchisees as defined in the Companies Act (Act 71 of 2008).

law firm providing professional legal practitioner services to the market as regulated by the Legal Practitioners Act ("LPA"), Act 28 of 2014 |
| 1.5 | Deliverable | an item required to be provided to the Company, or a task to be completed for the Company, by the Service Provider under this Agreement. |
| 1.6 | Designated area | Means the partitioned and private square meter office space subleased to the Company, including access to all common areas, and adequate boardroom availability, associated to maintaining and operating the Company, which includes the compliance requirements as stipulated in the LPA, including but not limited to, appropriate cyber security; appropriate and uninterrupted power supply; appropriate and uninterrupted internet access with sufficient speed and capability to route through a Virtual Private Network and its latency variables; client file and information security, and fire cabinet. |

1.7	Fees	Means the fees set out in Annexure "B" – The Fees.
1.8	Office equipment, the	Means access to office equipment associated to maintaining and operating the Company, as amended by agreement from time to time, including but not limited workspaces in the form of a desk and chair; printer and office stationery associated to maintaining and operating the Company.
1.9	Parties	the Company and the Service Provider, and "Party" will mean either of them, as the context may require; in respect of a party, any person acting for or on behalf of the party and includes any director, officer, employee, Service Provider or professional adviser of the party;
1.10	Personnel	means employees and / or personnel of the Service Provider who perform the Services.
1.11	Service Provider	means the entity providing services personally; alternatively, through a legal entity; alternatively by way of Personnel of the Service Provider
1.12	Site	means Greenstone Hill Office Park, Unit F1, 24 Emerald Boulevard, Greenstone, Edenvale 1610; alternatively, agreed to from time to time and reduced in writing, signed by both parties
1.13	Services, the	the services to be provided and/or the outputs to be created and the outcome to be achieved by the Service Provider, including the delivery or completion of the Deliverables, set out in Annexure "A" – The Services.
1.14	Signature Date	means the date upon which all the Parties hereto have signed this Agreement, or in the event of them having signed this Agreement on different dates, the date of the last signature.
1.15	Sublease	Means the Company leases from the Service Provider a physical designated area at the Site.
1.16	VAT	means value-added tax charged and levied in terms of the VAT Act and any other indirect tax additionally imposed; and
1.17	VAT Act	means the Value-Added Tax Act No. 89 of 1991.

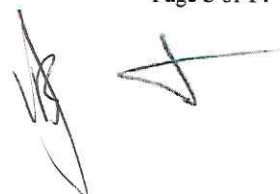
2 RECORDAL

- 2.1 The Company wishes to appoint the Service Provider to provide it with commercial lease and infrastructure usage services; products and expertise as described in **Annexure A – The Services**.
- 2.2 The intention of the Company and Service Provider is that of a commercial relationship.

3 GENERAL TERMS AND CONDITIONS

- 3.1 Precedence – This Agreement constitutes the sole record of the agreement between the parties in regard to the subject matter hereof. The terms and conditions of this agreement shall take precedence over any other terms and conditions that may have been discussed by the parties.
- 3.2 Tax liabilities – It is stated by both Parties that the Service Provider will be liable for the payment of his/her/its own income or other tax and he/she/it undertakes and warrants that he/she/it has registered with the Department of Inland Revenue/SARS as an independent tax payer and he/she/it indemnifies the Company against any claim for income tax that may be levied against him/her/it. It is stated by both Parties that the Service Provider shall be solely responsible for his/her/its own employees and for the payment of income tax on their behalf.
- 3.3 Experience – It is stated by both Parties the Service Provider has the required experience in providing the above- mentioned services and wishes to accept such appointment.
- 3.4 Commercial relationship – The Service Provider hereby indemnifies and holds the Company harmless against all claims, demands, fines, penalties, actions, proceedings, judgements, damages, losses, costs, expenses or other liabilities caused, whether negligently or otherwise by the non-compliance or non-observance or breach of contract with third parties by the Service Provider of its duties and obligations under this agreement. The Service Provider will on demand pay to the Company amounts sufficient to cover such damages.
- 3.5 Limitation of liability – The Company's liability in terms of this Agreement, if at all, shall be limited to the amount paid to the Service Provider in terms of clause 6.

- 3.6 Service Provider compliance – The Service Provider states it will comply with all other applicable laws, ordinances, decrees, rules and regulations and service standards relating in any manner to the performance by the Service Provider of the obligations in terms of this Agreement as well as the Company's Policies and Procedures where applicable; and keep and maintain all records and documents as the Company may reasonably require the Service Provider to keep in the performance of the Services in terms of this Agreement;
- 3.7 General – No party will be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein. No addition to, variation or cancellation of this Agreement will be of any force or effect unless reduced to writing and signed by or on behalf of all the parties. No indulgence which any party ("the grantor") may grant to the other party ("the grantee") will constitute a waiver of any of the rights of the grantor, who will not thereby be precluded from exercising any rights against the grantee which might have arisen in the past or which might arise in the future. The parties undertake at all times to do all such things, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement. Save as is specifically provided in this Agreement, neither of the parties will be entitled to cede or assign any of their rights or obligations under this Agreement without the prior written consent of the other party.
- 3.8 Laws – This Agreement will be governed construed and take effect in all respects in accordance with the laws of the Republic of South Africa.
- 3.9 Costs – Each Party shall bear their own costs to be incurred in connection with the drafting and negotiation of this Agreement.
- 3.10 Signature – This Agreement is signed by the Parties on the dates and at the places indicated below. Any reference to "signed", "signing" or "signature" in this Agreement shall, notwithstanding anything to the contrary in this Agreement, be read and construed as excluding any form of electronic signature, save for any electronic signature simulating a Party's physical signature and placed onto this Agreement by that Party or with the prior authorisation of that Party. This Agreement may be executed in counterparts, each of which shall be deemed an

Two handwritten signatures in blue ink. The first signature is on the left, appearing to be a stylized 'V' or 'W' with a long vertical stroke. The second signature is on the right, appearing to be a stylized 'A' or 'J' with a horizontal stroke.

original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts. The Parties record that it is not a requirement for this Agreement to be valid and enforceable that a Party shall initial the pages of this Agreement and/or have its signature of this Agreement verified by a witness.

4 COMMENCEMENT, DURATION; TERMINATION AND BREACH

- 4.1 This Agreement will commence on the Signature Date continue for an indefinite period.
- 4.2 With effect from the Signature Date, the Company hereby appoints the Service Provider to render the Services, which appointment the Service Provider hereby accepts.
- 4.3 Either party will be entitled to terminate this Agreement by giving 1 (one) month written notice of its intention to terminate the Agreement to the other party, except insofar as it relates the sub-lease, as defined. The Company will require 3 (three) months written notice of termination of sub-lease by the Service Provider. This Agreement will terminate at the expiry of the abovementioned notice period.
- 4.4 Notwithstanding clause 4.1 above, either party may terminate this Agreement at any time with immediate effect by giving to the other ("the defaulting party") written notice of such termination if:
- 4.4.1 the defaulting party is, other than for the purposes of reconstruction or amalgamation, placed under voluntary or compulsory sequestration or liquidation or under judicial management or under the equivalent of any of the a foregoing.
- 4.4.2 a final and unappealable judgement against the defaulting party remains unsatisfied for a period of 14 (fourteen) days or more after it comes to the notice of the defaulting party;
- 4.4.3 the defaulting party makes any arrangement or composition with its creditors generally or ceases or threatens to cease to carry on with business;

4.4.4 the defaulting party is amalgamated with, purchased by or through any corporate reconstruction, becomes a part, member of, or associated with, a competitor of the other party. As at signature hereof the foregoing does not apply to either party.

4.5 If either party ("the defaulting party") commits a breach of any of the provisions of this Agreement and such breach is a material / irremediable breach, the other party ("the aggrieved party") will be entitled to cancel this Agreement with immediate effect, without prejudice to such other rights as the aggrieved party may have at law.

4.6 Any termination pursuant to the preceding provisions of this clause will be without prejudice to any claim either party may have in respect of any prior breach of the terms and conditions of this Agreement by the other party.

5 SERVICES

5.1 The Service Provider will provide the Services to the Company:

5.1.1 in accordance with the provision, obligations, terms, conditions, duties, and responsibilities prescribed in Annexure "A" – The Services

5.1.2 in accordance with all reasonable directions given to the Service Provider by the Company;

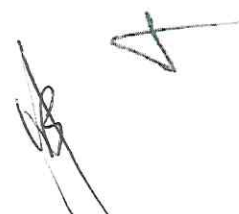
5.1.3 in accordance with the terms and conditions of this Agreement;

5.1.4 with the level of care, skill competence, diligence and judgment which may be expected of a professional organisation experienced in providing services of the type and complexity of the Services; and

5.1.5 in a highly professional and ethical manner.

6 SERVICE FEE

6.1 In consideration for the Services, the Company will pay the Service Provider a fee as set out in Annexure "B" – The Fees



6.2 The fee will include all expenses and costs incurred by the Service Provider in rendering the Services, including but not limited to accommodation and travelling costs.

6.3 The Service Provider's Fees will be paid in full within 14 (fourteen) business days; alternatively, as agreed to from time to time between the Parties, reduced in writing, into the following bank account:

6.3.1 BENEFICIARY: **POVEY MULVENNA AND ASSOCIATES**

6.3.2 BANK: STANDARD BANK

6.3.3 ACCOUNT NO: 020060505

6.3.4 BRANCH: GREENSTONE

6.3.5 REF: SAFREP JHB LEASE

6.4 The Fees will be fixed through written confirmation and is not subject to escalation.

7 COMMUNICATION, NOTICES, ADDRESSES AND DOMICILIUM

7.1 The Parties agree, due to capacity expectations, to communicate on the follow platforms with its excepted turnaround response time:

7.1.1 Mobile calls – reserved for urgent communication and convenience.

7.1.2 WhatsApp – 01(one) business day from receipt of communication.

7.1.3 Electronic Mail – 02 (two) business days from receipt of communication.

7.2 The parties hereto choose domicilia citandi et executandi ("domicilium") for all purposes of and in connection with this Agreement provided on the first page of this Agreement.

7.3 Either party hereto will be entitled to change its domicilium from time to time, provided that any new domicilium selected by it will be a physical address in the Republic of South Africa, and any such change will only be effective upon receipt of notice in writing by the other parties of such change.

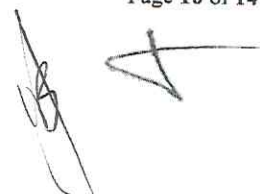
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- 7.4 All notices, demands, communications or payments intended for either party will be made or given at such party's domicile for the time being.
- 7.5 A notice sent by one party to another party will be deemed to have been received:
- 7.5.1 01 (one) business day, if delivered by hand;
- 7.5.2 02 (two) business days from receipt of communication., if sent by Electronic Mail;
- 7.5.3 05 (five) business days after posting, if sent by prepaid registered mail.
- 7.6 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party will be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicile citandi et executandi.

8 CONFIDENTIALITY, NON-SOLICITATION AND NON-CIRCUMVENTION

- 8.1 During the period of this Agreement and subsequent thereto, the Service Provider will keep confidential and will not make use of, directly or indirectly, and will not disclose any of the Company's trade secrets or confidential information including, but not limited to, client lists, business affairs, suppliers' lists, marketing information or financial information, or those of its subsidiary or associate companies or those of persons who have made disclosures to the Company under conditions of confidentiality, other than to persons authorised by the Company or those employed by the Company who are required to know such secrets or to have such information for the purpose of their employment with the Company.
- 8.2 If the Service Provider be uncertain as to whether any information is confidential or is a trade secret, the Service Provider will in writing request a ruling from the Company. The Service Provider undertakes to abide by the ruling of the Company.
- 8.3 The Service Provider will immediately inform the Company should it at any stage during the period of this Agreement become aware of any unlawful disclosure or use of any such confidential information by another employee of the Company or any other person. The Company will deal with the issue on a confidential basis.

- 8.4 The obligations contained in this clause will survive the termination of this Agreement and the Service Provider will at no time disclose any such information until the information has become public knowledge as a result of a deliberate disclosure by the Company, and the onus in this regard will be on the Service Provider.
- 8.5 Each party undertakes forthwith to inform the other of them in writing should any demand or request for information relating to or in connection with the subject matter of this Agreement be received, irrespective of whether such request or demand is formulated in terms of the Promotion of Access to Information Act No 2 of 2000, or on any other grounds.
- 8.6 The Parties agree that they will not, by amendment of their certificates of incorporation, bylaws or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Agreement, and will at all times in good faith carry out all the provisions of this Agreement and take all action as may be required to protect the rights of the other Party.
- 8.7 For avoidance of doubt, unless reduced to in writing, the Parties undertakes that they shall not, and shall procure that their affiliates shall not, for the duration of this Agreement and for a period of 06 (six) months thereafter, directly or indirectly, whether alone or in partnership or in any other capacity, solicit, employ or enter into a consulting relationship with any employees, directors or consultants of the other Party or any of its Affiliates or induce any employees, directors or consultants to terminate, alter or modify their employment or contractual relationship with the other Party.
- 8.8 For avoidance of doubt, unless reduced to in writing, it is stated that the trade secrets and trade connections (including but not limited to including, but not limited to, production and concrete technical know-how and data, plans, drawings, systems, methods, software, processes, client lists, business affairs, suppliers' lists, marketing information or financial information) of each Party is core to their business model and is protected for a period of 06 (six) months after termination of this Agreement.

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9 DISPUTE RESOLUTION

9.1 A dispute concerning or arising out of this Agreement exists once a Party notifies another Party in writing of the nature of the dispute and requires it to be resolved under this clause 14 ("Dispute Notice"). Parties must use its best endeavours to seek a solution to a dispute. The Parties may refer any dispute to be resolved by:

9.1.1 negotiation; failing which

9.1.2 mediation.

9.2 Within 10 (ten) Business Days of actual receipt of the Dispute Notice ("Negotiation Period"), the Parties must seek an amicable resolution to the dispute by referring it to designated and authorised representatives of each of the Parties to negotiate and resolve it between the Parties by the Parties signing an agreement in resolution thereof. If such negotiation fails, the Parties must within 5 (five) Business Days after the Negotiation Period has ended, refer the dispute for resolution by mediation to an Attorney, agreed to by both parties, in an attempt to mediate.

9.3 If mediation fails, the Parties must within 10 (ten) Business Days after the mediation has failed, refer the dispute for resolution by an appropriate forum.

SIGNED at EDENVALE

on **01 MARCH**

2025

For: **The COMPANY**



Signatory Name: GERT H. J BRINK

Duly authorised and warranting such authority

SIGNED at EDENVALE

on **01 MARCH**

2025

For: **THE SERVICE PROVIDER**



Signatory Name: HELENA D. BRITS

Duly authorised and warranting such authority

10 **Annexure "A" – The Services**

10.1 Provide the Designated Area; and

10.2 Provide the Office Equipment.

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11 Annexure "B" – The Fees

- 11.1 It is recorded that both parties, the Company and Service Provider, are both independent legal entities. The intention of the Company and Service Provider is that of a commercial relationship. Both legal entities operate from their own premises and that neither party have control or supervision as to the way the duties are performed.
- 11.2 VAT will be levied in accordance with the VAT Act if the Service Provider is a registered VAT Vendor.
- 11.3 The Designated Area will be fixed to an amount of R2, 500.00 (TWO THOUSAND FIVE HUNDRED RAND ONLY (per month).
- 11.4 The Office Equipment will be at a variable cost, calculated by the 15th day of each month (alternatively, the preceding business day should the 15th day be a Saturday, Sunday or Public Holiday), and made available to the Company for perusal and input. Parties will exercise its Best Endeavours to reach consensus by the 25th day of each month (alternatively, the preceding business day should the 25th day be a Saturday, Sunday or Public Holiday).