

These are the Terms & Conditions of the MAC Engineers Loyalty Service Program. The Application Form completed by the Applicant, together with these Terms & Conditions, form a complete Agreement (hereafter "the Agreement") governing the MAC Engineers Loyalty Service Program (hereafter "the LSP").

PREAMBLE

MACCE Group 2020 (Pty) Ltd trading as MAC Engineers (hereafter referred to as "the Company") is a professional multi-disciplinary consulting engineering practice. The Applicant as mentioned in the Application Form has made or intends to make frequent use of the services offered by the Company.

As such, the Applicant wishes to become a member of the LSP as offered by the Company in order to benefit therefrom. The parties accordingly set out the terms of the LSP in this Agreement, it being understood that this is a binding agreement between them. The parties accordingly agree as follows:

1. AGREEMENT

- 1.1. This Agreement is entered into between the Applicant and the Company, being Macce Group 2020 (Pty) Ltd trading as MAC Engineers, a private company with Registration Number: 2002/010114/07 and principal place of business being 330 Koeberg Road, Milnerton, South Africa, 7441.
- 1.2. The Agreement will come into force and effect on the date of signature by the Applicant, and will continue for a period of 12 months after the most recent purchase/sale of services by the Applicant from the Company.
- 1.3. Any Applicant who does not agree to be bound by these Terms and Conditions may not participate in the LSP.
- 1.4. The Parties agree that following the entering into the LSP, the Applicant will be registered on the Company's database and all information pertaining to the Applicant will be captured therein, subject to the below provisions related to Applicant Data.

2. MEMBERSHIP

- 2.1. The Applicant may terminate membership to the LSP at any time by providing 30 days' notice.
- 2.2. The Applicant's membership to the LSP shall be automatically terminated if no continued consulting service is granted for a period of 12 months and any credit accumulated will be forfeited.
- 2.3. The Applicant's membership to the LSP shall be automatically terminated if the Company elects, which it may do at its sole election, to suspend or terminate the LSP. In the event of termination of the LSP, the Applicant will be notified of such suspension.
- 2.4. The Company has the right to decline any Applicant's application for Membership to the LSP and shall not be obligated to provide reasons for such.

3. SETTING OF BENEFITS

- 3.1. The LSP benefits structure will be published annually in the form of an LSP Benefits Presentation. This Presentation will govern the benefits to which the Applicant will be entitled in terms of the LSP, as well as these Terms & Conditions.
- 3.2. The LSP Benefits Presentation in force as at the signature of the Application Form will govern the initial benefits under this Agreement.
- 3.3. Notwithstanding the foregoing, the Company reserves the right to alter or amend the LSP Benefits Presentation from time to time as it may elect, subject that the benefits already accrued under a former LSP Benefits Presentation will continue unaffected and subject further that the new LSP Benefits Presentation shall be accessible on the Company's website at all times (www.macce.co.za) or can be requested by email (email: mac@macce.co.za) or telephonically (+2721 552 7200).
- 3.4. The Parties acknowledge and agree that the LSP is a non-interest-bearing program and as such any credit accumulated will not attract interest.
- 3.5. The Parties acknowledge and agree that the MAC Engineers LSP is not a "cash back" program.
- 3.6. The Company has the right to decline to honour any benefits to any Applicant and shall not be obligated to provide reasons for such decision.

4. ACCUMULATION AND APPLICATION OF BENEFITS

- 4.1. Applicants applying for the LSP or redeeming any benefit accrued thereunder are required to provide a valid Identity Document of the Applicant's authorised representative as well as contact details and Applicant Registration information.
- 4.2. The Applicant agrees that the LSP Benefits:
 - 4.2.1. Are based on professional appointments for fees paid within each financial year from March to February fiscal cycle;
 - 4.2.2. Will be accumulated over each financial year;
 - 4.2.3. Will only be carried over to the following financial year based on the accumulated credit of the previous financial year;
 - 4.2.4. Will only be passed on active professional appointed services;
 - 4.2.5. Will only be applied or passed on the initial invoice furnished to the Applicant for a particular project;
 - 4.2.6. Will only be subject to the active yearly percentage based on the project fees, under calculation within that financial year;
 - 4.2.7. Will not apply to invoices levied in respect of project concept establishment or investigations, feasibility stages or any duties carried out during preconstruction phase before design phase commencement;
 - 4.2.8. Are not transferable and will accrue to the Applicant only.
- 4.3. The use of the credit is only applicable to the preceding financial year's accumulated credit which has been carried forward;
- 4.4. A 2.5% activation fee will be added in order to continue accumulating credit, where an Applicant has a no-continued service;
- 4.5. The 2.5% activation fee is based on the previous financial years total accumulated credit;
- 4.6. Project guarantee is accepted to waiver the 2.5% renewal; and
- 4.7. If for any reason a project is cancelled, the 2.5% renewal as mentioned above will apply.

5. APPLICANT DATA

- 5.1. The Applicant data and personal information is protected in terms of the relevant legislation.
- 5.2. The Applicant is responsible to update the Company of any changes in its person information.
- 5.3. The Company will not share the Applicant's details with any other company or institutions unless it is entirely necessary for the operation of the LSP.
- 5.4. The use of the Applicant's information will be limited to only information required to facilitate an intended purpose.
- 5.5. The Applicant acknowledges and agrees that the Company will retain personal information related to the Directors of the Applicant and that same may be stored on digital servers outside of the Republic of South Africa.

6. APPLICABLE LAW

- 6.1. This agreement is governed by the laws of the Republic of South Africa.
- 6.2. The Applicant has the right, in accordance with the relevant legislation, to:
 - 6.2.1. obtain details of and access to its personal information held by the Company;
 - 6.2.2. to request the correction, destruction or deletion of the Applicant's personal information held by the Company;
 - 6.2.3. to object to processing of the Applicant's personal information.
- 6.3. In the case of the Applicant objecting the capture and processing of the Applicant personal information such Applicant's LSP membership will be terminated.
- 6.4. No credit benefits will be earned or awarded in respect of services where the earning or awarding of such credit benefits are prohibited by any legislation of the Republic of South Africa.
- 6.5. In the event that any provision of this agreement is determined to be unlawful, invalid and/or unenforceable, then in such case the parties agree that the balance of the agreement shall remain in full force and effect and such unlawful portion shall be severed from this agreement accordingly.

7. LEGAL

- 7.1. This agreement has been compiled and drafted by Harvey & Associates Attorneys | info@harveylaw.co.za.
- 7.2. The parties agree that any disputes which may arise from this agreement, which becomes a legal matter will be dealt independently by Harvey & Associates Attorneys or by any other legal representative designated by MAC Engineers Management, the parties further agree to the jurisdiction of the Western Cape High Court at Cape Town for the resolution of all matters arising from this agreement.

--- End of MAC Engineers Loyalty Service Programme---