



# INTEGRATED

## COMPLIANCE SOLUTIONS

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# TERMS AND CONDITIONS

Governance | Risk | Compliance | Technology

Structured terms for compliance architecture, regulatory operations, governance support, and control environment engagements.

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Version 1.0 | Effective Date: 1 February 2026

Client-Facing Legal and Commercial Document

# DOCUMENT CONTROL

## Document purpose

These Terms and Conditions set out the standard commercial and legal framework for Integrated Compliance Solutions engagements. Client-specific proposals, mandates, engagement letters, service level agreements and statements of work may supplement or vary these terms where expressly agreed in writing.

Control Item	Detail
Document Name	Terms and Conditions
Entity	Integrated Compliance Solutions
Company Name	Integrated Compliance Solutions
Physical Address	122 Beech Street, Northcliff, Gauteng, 2195
Email Address	info@integratedcompliancesolutions.co.za
Website	www.integratedcompliancesolutions.co.za
Version	1.0
Effective Date	01 February 2026
Approved By	Board of Directors
Review Cycle	Annual or as required by legal, regulatory or operational changes
Classification	Client-Facing Legal and Commercial Document

**Controlled use:** This document is intended to be issued with, or incorporated into, a client-specific proposal, engagement letter, mandate, service level agreement or statement of work. Placeholders in square brackets must be completed before external use.



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## 1. INTRODUCTION AND APPLICATION

- 1.1.** These Terms and Conditions govern the provision of services by Integrated Compliance Solutions to the Client, unless amended, replaced or supplemented by a signed engagement letter, proposal, service level agreement, mandate document or statement of work.
- 1.2.** These Terms apply to all professional compliance, governance, risk, regulatory systems, technology-enabled control, operational assurance and related advisory services delivered by ICS, whether delivered once-off, monthly, project-based, retainer-based or through a structured regulatory architecture engagement.
- 1.3.** An Engagement Document may identify the specific Services, Fees, timing, responsible persons, deliverables, regulatory context, assumptions, exclusions and any special terms applicable to the Client.
- 1.4.** If there is a conflict between these Terms and a signed Engagement Document, the signed Engagement Document will prevail only to the extent of that conflict, unless the Engagement Document states that these Terms prevail.
- 1.5.** No obligation to commence Services arises until ICS accepts the engagement in writing, receives required onboarding information and, where applicable, receives any required deposit, mandate or signed authority.
- 1.6.** These Terms are drafted for use in the Republic of South Africa and must be interpreted in a manner consistent with South African law and applicable financial sector, AML/CFT, data protection and governance requirements.

## 2. INTERPRETATION AND DEFINITIONS

### 2.1 Interpretation rules

- 2.1.1.** Headings are inserted for reference and do not affect interpretation. Words importing the singular include the plural and the plural includes the singular. References to one gender include all genders. References to natural persons include juristic persons and vice versa.
- 2.1.2.** References to legislation include amendments, re-enactments, replacements, regulations, subordinate legislation, directives, notices, board notices, conduct standards, guidance notes and regulatory instruments applicable from time to time.
- 2.1.3.** The words "include", "including" and similar expressions introduce examples and do not limit the general meaning of the words that precede them.
- 2.1.4.** If any provision contained in a definition creates a right or obligation, that provision will be treated as a substantive provision of this Agreement.

### 2.2 Definitions

Term	Meaning
Agreement	These Terms and Conditions, read with any Engagement Document, annexure, schedule, written instruction, accepted proposal, mandate or statement of work applicable to the Services.
Applicable Laws	All laws, regulations, directives, notices, standards, rules, codes, guidance, regulatory instructions and lawful requirements applicable to the Services, the Client or the subject matter of the engagement, including the FAIS Act, Financial Sector Regulation Act, FIC Act, POPIA, Companies Act and applicable FSCA, FIC, SARB, PASA or other regulatory requirements where relevant.
Business Day	Any day other than a Saturday, Sunday or public holiday in the Republic of South Africa.
Client	The person, company, close corporation, partnership, trust, association, FSP, fintech, group entity or other organisation that appoints ICS or receives the Services.
ICS / Company	Integrated Compliance Solutions, registration number [Insert Registration Number], with physical address at [Insert Physical Address], email [Insert Email Address] and website [Insert Website].
Compliance Services	Services concerned with compliance architecture, regulatory control design, compliance monitoring, licensing, AML/CFT, FIC, POPIA, governance, key individual oversight, risk controls, regulatory reporting, evidence management or related operational support.
Confidential Information	All non-public information disclosed by one party to the other, including business information, client files, personal information, pricing, methods, templates, work product, regulatory correspondence, systems information, governance records, risk information and the terms of the engagement.
Deliverables	Documents, reports, registers, frameworks, packs, templates, policies, procedures, control schedules, monitoring outputs, training materials, advisory notes, submissions, status trackers or other materials prepared or supplied by ICS under an engagement.



<b>Term</b>	<b>Meaning</b>
Engagement Document	Any accepted proposal, engagement letter, mandate document, service level agreement, purchase order accepted by ICS, statement of work or other written record setting out the selected Services, Fees and client-specific arrangements.
Fees	The professional fees, retainers, hourly rates, project fees, monthly service fees, disbursements, deposits, third-party charges, regulatory fees and other amounts payable by the Client to ICS.
Financial Services Provider / FSP	A financial services provider as contemplated in the Financial Advisory and Intermediary Services Act, 37 of 2002, where applicable to the Client or engagement.
Key Individual	A key individual or equivalent responsible person recognised under applicable financial sector legislation, licence conditions or regulatory requirements.
Personal Information	Personal information as defined in POPIA, including information relating to identifiable natural persons and, where applicable, identifiable existing juristic persons.
POPIA	The Protection of Personal Information Act, 4 of 2013, including regulations, codes of conduct, guidance and amendments applicable from time to time.
Regulatory Authority	Any regulator, supervisory authority, statutory body, self-regulatory body, ombud, government authority or industry body with jurisdiction over the Client, the Services or the relevant regulatory environment.
Services	The services selected by the Client and accepted by ICS, as described in these Terms and the relevant Engagement Document.
Statement of Work / SOW	A written document, schedule or accepted proposal describing specific Services, deliverables, timelines, assumptions, exclusions, fees and responsibilities for a defined engagement or workstream.
Third-Party Providers	External service providers, advisers, software platforms, compliance systems, auditors, attorneys, accountants, banks, payment providers, cloud services, consultants, regulators or other third parties involved in or relevant to the Services.
Work Product	All Deliverables and all related methods, models, approaches, templates, tools, logic, checklists, document architecture, control designs, know-how, processes and materials created, adapted or supplied by ICS.

### 3. APPOINTMENT AND SCOPE OF SERVICES

**3.1.** The Client appoints ICS to provide the Services identified in the applicable Engagement Document, and ICS accepts the appointment subject to these Terms.

**3.2.** ICS may provide Services in one or more of the following service areas, depending on the Client’s selected scope:

<b>Service Area</b>	<b>Typical Scope</b>
Regulatory licensing and structuring	Entity, licence, category, role, profile and mandate architecture required for regulated activity.
Compliance framework development	Compliance plans, registers, calendars, policies, procedures, controls and evidence structures.
Compliance monitoring and reporting	Monitoring cadence, sampling routines, exception logs, management packs and regulatory evidence records.
Governance and risk support	Governance maps, responsibility allocation, escalation routes, risk registers and decision visibility structures.
AML/CFT and FIC support	RMCP support, FIC registration support, control routines, alert pathways, monitoring evidence and reporting discipline.
POPIA governance support	Privacy governance, accountability structures, information handling controls and operational privacy alignment.
Key Individual oversight support	Representative oversight, fit-and-proper monitoring, CPD and competence visibility, conduct controls and sign-off support.
Document architecture and evidence packs	Client-specific packs, templates, logs, registers and submission-ready documentation.



Service Area	Typical Scope
Operational control design	Control environment design connecting obligations, controls, evidence, management visibility and remediation.
Regulatory remediation and implementation	Structured remediation support, implementation planning, tracking, escalation and status reporting.
Training, advisory and review services	Training, workshops, review notes, operating model advice and implementation support within the agreed scope.

**3.3.** Unless expressly appointed in writing for a specific recognised role, ICS does not become the Client's board, shareholder, director, prescribed officer, accounting officer, auditor, legal representative, management function, Key Individual, compliance officer of record, information officer, money laundering reporting officer, regulator or decision-maker.

**3.4.** Where ICS is formally appointed to a recognised regulatory, compliance or operational role, the scope, authority, reporting lines, responsibilities, exclusions and resignation process must be recorded in the relevant Engagement Document or mandate.

**3.5.** Services are provided on a non-exclusive basis unless expressly agreed in writing. ICS may provide services to other organisations, including organisations operating in the same sector, subject to the conflict provisions in these Terms.

## 4. CLIENT RESPONSIBILITIES

**4.1.** The Client remains responsible for the conduct of its business, its licence conditions, its regulatory compliance, its governance decisions, its operational controls, its management decisions and the accuracy of information submitted to ICS or any Regulatory Authority.

**4.2.** The Client must provide complete, accurate, current and timely information required for the Services, including records, licences, registers, policies, client files, representative information, governance records, financial sector correspondence, complaints information, FIC information, POPIA information and any other relevant documents.

**4.3.** The Client must make its directors, members, trustees, shareholders, management, Key Individuals, representatives, compliance staff, operations staff, information officers and other responsible persons reasonably available for meetings, reviews, sign-offs and information requests.

**4.4.** The Client must promptly notify ICS of changes that may affect the Services, including changes to ownership, control, business model, products, representatives, licence categories, regulatory conditions, complaints, incidents, regulatory correspondence, operational systems, outsourcing arrangements, data processing activities or risk events.

**4.5.** The Client must review, approve and sign off Deliverables or submissions within agreed timeframes. ICS is not responsible for delays, regulatory consequences or missed deadlines caused by late, incomplete or inaccurate information, delayed approvals or unavailability of responsible Client personnel.

**4.6.** The Client must maintain all records required by law and must not alter, misuse, misrepresent, remove document control information from, or apply ICS Deliverables outside their intended purpose without written consent.

**4.7.** The Client must pay all Fees when due and must reimburse or pay agreed third-party costs, regulatory fees, specialist costs, travel costs or disbursements associated with the Services.

## 5. ICS RESPONSIBILITIES

**5.1.** ICS will perform the Services with reasonable skill, care and diligence, applying professional judgement appropriate to the agreed scope and the information available at the time.

**5.2.** ICS will use appropriately experienced personnel, consultants or contractors for the Services, taking account of the scope, complexity, urgency and regulatory context of the engagement.

**5.3.** ICS will treat Confidential Information as confidential, subject to the disclosure rights and obligations contained in these Terms.

**5.4.** ICS will provide Services based on information supplied by the Client, information reasonably available to ICS and the assumptions recorded in the applicable Engagement Document or Deliverable.

**5.5.** Where appropriate within the agreed scope, ICS may identify control gaps, regulatory exposures, monitoring concerns, evidence deficiencies, governance weaknesses or operational issues and may escalate these to the Client's nominated responsible persons.

**5.6.** ICS will maintain records of agreed Deliverables and engagement activity where commercially and operationally reasonable, subject to applicable retention, confidentiality and data protection requirements.



5.7. ICS is not required to perform Services outside the agreed scope, to investigate matters not disclosed by the Client, or to verify all underlying information unless that verification is expressly included in the agreed scope.

## 6. REGULATORY AND COMPLIANCE POSITION

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6.1. ICS may provide advice, documentation, controls, monitoring structures, implementation support, remediation pathways, reporting structures and compliance architecture. The Client remains responsible for its own regulatory compliance, licence conditions, business conduct, management decisions, approvals and submissions unless a specific formal appointment provides otherwise.

6.2. ICS does not guarantee that any licence, application, profile change, representative appointment, compliance report, FIC registration, remediation plan, bank request, PASA engagement, regulator interaction or other submission will be accepted, approved or processed by any authority or third party.

6.3. Regulatory outcomes may depend on factors outside ICS's control, including regulator discretion, Client history, financial soundness, governance posture, fitness and propriety, documentation quality, third-party decisions, industry changes, supervisory focus, technology systems and the Client's own conduct.

6.4. Where the Client asks ICS to prepare or support a regulatory submission, the Client must approve the submission and remains responsible for the truth, accuracy and completeness of the content submitted, unless otherwise required by law or a formal regulatory appointment.

### 6.5. FIC and accountable institution position

ICS provides compliance support, documentation, operational implementation support, regulatory coordination and governance assistance only.

#### Regulatory outcome limitation

ICS structures and supports the control environment. ICS does not sell regulatory approvals and does not control the decisions of the FSCA, FIC, SARB, PASA, banks, sponsor banks, payment providers, auditors, insurers or other authorities.

## 7. FEES, INVOICING AND PAYMENT

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7.1. Fees are set out in the applicable Engagement Document, invoice, proposal, fee schedule, mandate or SOW. Fees may be fixed, monthly, hourly, project-based, retainer-based, milestone-based, success-linked where lawful, or otherwise agreed in writing.

7.2. Unless otherwise agreed, invoices are payable within 7 Business Days from the date of invoice. ICS may require a deposit, upfront payment, monthly retainer or debit order arrangement before commencing or continuing Services.

7.3. Fees are exclusive of VAT unless stated otherwise. The Client must pay VAT, taxes, levies, regulatory fees and charges applicable to the Services where legally required.

7.4. Disbursements, travel, courier costs, regulatory fees, public search costs, third-party fees, specialist advisers, software costs, platform costs and other reasonable out-of-pocket expenses may be charged separately if agreed, required for the Services, or reasonably incurred with the Client's knowledge or instruction.

7.5. If an invoice is not paid when due, ICS may charge interest on overdue amounts at the prime lending rate plus [Insert Margin] or such other rate as may be lawfully agreed, calculated from due date until payment.

7.6. Late payment may result in suspension of Services, withholding of Deliverables, delay in support, withdrawal from meetings, or termination, without limiting any other rights available to ICS.

7.7. The Client remains liable for all Services performed, work in progress, third-party costs incurred, and amounts due up to the effective date of suspension or termination.

7.8. All payments must be made without set-off, deduction, withholding or counterclaim unless required by law or agreed in writing by ICS.

## 8. CHANGES TO SERVICES

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8.1. Any additional Services, revised Services, urgent work, expanded deliverables or changes outside the agreed scope must be agreed in writing, which may include email approval, a revised proposal, revised SOW, revised invoice, change note or written instruction accepted by ICS.



**8.2.** ICS may issue a revised fee estimate, revised invoice or revised SOW for work outside the original scope, including additional regulatory analysis, additional meetings, new entity structures, new products, additional representatives, additional remediation cycles, expanded evidence packs, urgent deadlines or work caused by incomplete or inaccurate information.

**8.3.** Changes in law, regulatory expectations, licence conditions, regulator requests, client structure, ownership, business model, product scope, operational systems or risk profile may require changes to scope, timeline, deliverables and Fees.

**8.4.** Urgent regulatory work, accelerated turnaround, after-hours support or time-sensitive remediation may attract additional Fees, unless otherwise agreed in writing.

## 9. MEETINGS, REVIEWS AND CLIENT AVAILABILITY

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**9.1.** Meetings, reviews, workshops, compliance sessions and implementation discussions must be scheduled, attended and prepared for as agreed between the parties.

**9.2.** The Client must ensure that relevant decision-makers and responsible persons attend meetings where their input, approval or accountability is required.

**9.3.** Missed meetings, late cancellations, incomplete agendas, absent decision-makers, delayed information or delayed approvals may delay Services and may affect regulatory deadlines or deliverables.

**9.4.** ICS is not responsible for delays, additional costs or regulatory consequences caused by the Client's unavailability, incomplete information, delayed approvals, inability to access systems or failure to make responsible persons available.

**9.5.** Where compliance reporting, remediation, supervisory engagement or regulatory deadlines are affected by Client delay, ICS may record the delay, escalate it internally to the Client's nominated responsible persons, or include it in a status report where appropriate.

## 10. DELIVERABLES AND USE OF WORK PRODUCT

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**10.1.** Deliverables are prepared for the Client, for the purpose, assumptions and context recorded in the relevant Engagement Document or Deliverable.

**10.2.** Deliverables may not be copied, resold, commercially reused, sublicensed, adapted, altered, republished, provided to third parties or applied to another entity, product, jurisdiction or regulatory context without written consent from ICS, except where disclosure is required for the Client's internal governance, regulatory engagement, auditor review, legal review or ordinary business use within the agreed purpose.

**10.3.** Draft Deliverables remain subject to review, correction, completion and approval and must not be treated as final unless marked as final or expressly approved for use by ICS.

**10.4.** Deliverables are based on information available to ICS at the time of preparation. ICS is not responsible for changes in law, facts, regulatory expectations, business structure, regulator position or third-party decisions occurring after the Deliverable is issued, unless ongoing updating is included in the agreed scope.

**10.5.** The Client must not remove disclaimers, limitations, version controls, authorship, document control tables, change logs, footers, embedded assumptions or other control information from Deliverables without written consent from ICS.

**10.6.** Where the Client requests editable templates, forms or packs, the Client remains responsible for ensuring that any later amendments are appropriate, accurate and consistent with Applicable Laws.

## 11. INTELLECTUAL PROPERTY

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**11.1.** Client-owned information, records, data, policies, business information and materials provided by the Client remain the property of the Client or its licensors.

**11.2.** ICS retains all ownership and intellectual property rights in its templates, methodologies, frameworks, checklists, registers, models, control systems, document architecture, training materials, workflow logic, know-how, approaches, precedents, background intellectual property and Work Product created independently of the Client's confidential information.

**11.3.** Subject to payment of all Fees and compliance with these Terms, ICS grants the Client a limited, non-exclusive, non-transferable licence to use final Deliverables for the Client's internal business, governance, regulatory, compliance and operational purposes.

**11.4.** The licence does not permit the Client to resell, commercialise, publish, distribute, sublicense, or use Deliverables for unrelated entities or third-party clients unless expressly agreed in writing.



**11.5.** ICS may reuse general know-how, experience, methodologies, non-confidential methods, learnings and de-identified information developed during the engagement, provided that ICS does not disclose the Client's Confidential Information or Personal Information in breach of these Terms.

## **12. CONFIDENTIALITY**

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**12.1.** Each party must keep the other party's Confidential Information confidential and must use it only for purposes connected with the engagement, performance of the Services, internal governance, compliance with law or enforcement of rights.

**12.2.** A party may disclose Confidential Information to its employees, directors, officers, consultants, contractors, professional advisers, auditors, insurers, funders, banks or third-party systems providers where disclosure is reasonably required and the recipient is informed of the confidential nature of the information or is subject to appropriate confidentiality obligations.

**12.3.** Confidential Information may be disclosed where required by law, court order, subpoena, regulator, supervisory authority, professional duty, insurer, auditor or competent authority. Where lawful and reasonably practical, the disclosing party should notify the other party before making such disclosure.

**12.4.** Confidentiality does not apply to information that is publicly available without breach, lawfully obtained from a third party without confidentiality restrictions, independently developed without use of the other party's Confidential Information, or already known without confidentiality restriction.

**12.5.** The confidentiality obligations survive expiry or termination of the engagement for as long as the information remains confidential or as otherwise required by law.

## **13. DATA PROTECTION AND POPIA**

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**13.1.** Each party must comply with POPIA and applicable data protection requirements to the extent applicable to its role and activities under the engagement.

**13.2.** The Client warrants that it is authorised to provide Personal Information to ICS and that the provision of such Personal Information is lawful, necessary and appropriate for the Services or related purposes.

**13.3.** ICS may process Personal Information for purposes of onboarding, providing Services, communicating with the Client, preparing Deliverables, managing records, complying with law, protecting rights, invoicing, maintaining systems, and performing related operational, governance and compliance activities.

**13.4.** Depending on the context, ICS may act as a Responsible Party, Operator, independent professional service provider or mandated service provider in relation to Personal Information. The parties will interpret their POPIA obligations according to the actual processing context and the agreed scope.

**13.5.** ICS will apply reasonable technical and organisational safeguards appropriate to the nature of the Personal Information, the Services, the risks involved and the systems used.

**13.6.** ICS may use third-party systems, cloud services, software platforms, consultants, contractors and service providers where reasonably required for the Services or business operations, provided that ICS takes reasonable steps to ensure appropriate confidentiality and data protection controls.

**13.7.** Cross-border storage or processing of Personal Information may occur where legally permissible and reasonably required for cloud hosting, technology services, professional services, data storage, communication, backup, support or related operational purposes.

**13.8.** Where ICS reasonably believes that Personal Information under its control has been accessed or acquired by an unauthorised person, ICS will notify the Client within a reasonable time and provide information reasonably available to ICS, taking account of legal requirements, security considerations and ongoing investigation needs.

**13.9.** Unless otherwise agreed or required by law, ICS may retain Client information and Personal Information for as long as reasonably required for the Services, legal compliance, professional records, dispute management, regulatory records, insurance purposes, internal governance, legitimate business purposes or archival requirements.

**13.10.** Where legally permissible and commercially practical, ICS may delete, return, archive or de-identify Personal Information after termination or on reasonable written request, subject to retention obligations and operational constraints.

**13.11.** ICS may process aggregated or de-identified information for internal improvement, benchmarking, control design, training, research, methodology development and service enhancement, provided that such processing does not identify the Client or any underlying data subject in external publication without consent.



## 14. THIRD-PARTY PROVIDERS AND EXTERNAL SYSTEMS

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**14.1.** ICS may work with Third-Party Providers where reasonably required for the Services, including compliance systems, legal advisers, auditors, accountants, banks, payment providers, cloud platforms, software providers, courier providers, regulators, specialist consultants and external technology providers.

**14.2.** The Client may be required to accept the terms, privacy notices, access rules or platform conditions of certain Third-Party Providers. ICS is not responsible for terms imposed by third parties unless ICS expressly assumes that responsibility in writing.

**14.3.** ICS is not liable for third-party delays, system outages, data entry failures, regulator system downtime, bank delays, payment provider delays, platform failures, cyber incidents affecting third parties, courier delays, professional adviser delays, or third-party decisions outside ICS's reasonable control.

**14.4.** Where the Client instructs ICS to liaise with a Third-Party Provider, the Client authorises ICS to exchange information reasonably necessary for that purpose, subject to confidentiality and data protection requirements.

## 15. NO LEGAL, AUDIT, TAX OR INVESTMENT ADVICE UNLESS EXPRESSLY AGREED

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**15.1.** Unless expressly stated in an Engagement Document, ICS does not provide legal representation, litigation services, audit opinions, assurance opinions, tax opinions, investment advice, financial product advice or accounting opinions.

**15.2.** ICS may provide compliance, governance, regulatory, operational control, AML/CFT, POPIA-related governance and implementation support within the agreed scope. Such support does not replace legal, audit, tax, accounting, investment or other specialist advice where that advice is required.

**15.3.** Where a legal, tax, audit, accounting, investment or specialist opinion is required, ICS may recommend that the Client obtain independent advice from an appropriately qualified professional.

## 16. WARRANTIES AND PROFESSIONAL STANDARDS

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**16.1.** Each party warrants that it has authority to enter into the engagement and perform its obligations under these Terms.

**16.2.** ICS warrants that it will perform the Services with reasonable skill, care and diligence, subject to the scope, assumptions, information supplied, Client cooperation, Applicable Laws and the limitations contained in these Terms.

**16.3.** Except for express warranties contained in these Terms or an Engagement Document, all warranties, guarantees, representations and undertakings are excluded to the extent permitted by law.

**16.4.** No statement by ICS should be interpreted as a guarantee of compliance status, regulator approval, bank approval, FIC outcome, FSCA outcome, PASA outcome, absence of enforcement action, absence of risk, or absence of future regulatory change.

## 17. LIMITATION OF LIABILITY

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**17.1.** To the maximum extent permitted by law, ICS's liability arising from or connected with the Services, whether in contract, delict, statute or otherwise, is limited to the Fees paid by the Client to ICS for the specific Services giving rise to the claim during the 6 months immediately preceding the event giving rise to the claim, unless a different written cap is agreed in the relevant Engagement Document.

**17.2.** Neither party will be liable for indirect, consequential, special, punitive or exemplary damages, loss of profit, loss of revenue, loss of anticipated savings, loss of goodwill, loss of business opportunity or loss arising from business interruption, even if such loss was foreseeable.

**17.3.** ICS is not liable for regulatory outcomes, penalties, losses, delays, failed applications, rejected submissions, remediation failures, business decisions or third-party decisions caused by incomplete information, inaccurate disclosure, Client delay, Client misconduct, operational failures, unauthorised amendments, unapproved actions, failure to implement advice or matters outside ICS's reasonable control.

**17.4.** Nothing in these Terms excludes liability that cannot legally be excluded, including liability arising from fraud, intentional misconduct or any other liability that Applicable Law does not permit to be limited or excluded.

**17.5.** The Client must notify ICS of any potential claim as soon as reasonably possible after becoming aware of it and must take reasonable steps to mitigate any loss.

**Liability framework**

The liability position is designed to be commercially balanced. It should be reviewed and adjusted where an engagement requires a different liability cap, insurance position or risk allocation.

## 18. INDEMNITY

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**18.1.** The Client indemnifies ICS, its directors, employees, consultants and contractors against claims, losses, penalties, damages, costs and expenses arising from or connected with inaccurate information, incomplete disclosure, failure to disclose relevant facts, Client delay, unlawful instructions, unauthorised use of Deliverables, misuse of Work Product, or misrepresentation of ICS's work to regulators, banks, clients or third parties.

**18.2.** The Client indemnifies ICS against claims arising from the Client's business operations, regulatory breaches, licence breaches, representatives, products, services, client relationships, complaints, financial crime risks, data processing activities, governance failures, operational failures or conduct risks, except to the extent caused directly by ICS's proven gross negligence, wilful misconduct or breach of these Terms.

**18.3.** Where the Client instructs ICS to act on information or assumptions later shown to be incorrect, incomplete, unlawful or misleading, the Client remains responsible for consequences flowing from that instruction and must indemnify ICS accordingly, except to the extent prohibited by law.

## 19. SUSPENSION AND TERMINATION

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**19.1.** Either party may terminate an ongoing engagement by giving [Insert Notice Period] written notice, unless a different period is set out in the Engagement Document.

**19.2.** ICS may suspend Services immediately or on written notice where the Client fails to pay Fees, fails to provide information, fails to cooperate, provides inaccurate or misleading information, gives unlawful instructions, creates a conflict of interest, exposes ICS to reputational or regulatory risk, acts abusively, fails to approve deliverables, or materially breaches these Terms.

**19.3.** ICS may terminate the engagement immediately where continued performance would, in ICS's reasonable view, be unlawful, unethical, conflicted, unsafe, reputationally harmful, commercially unreasonable, or inconsistent with regulatory expectations or professional duties.

**19.4.** Suspension or termination does not affect amounts already due, Fees for work performed, third-party costs incurred, accrued rights, confidentiality, intellectual property, data protection, limitation of liability, indemnity, dispute resolution or other clauses intended to survive termination.

**19.5.** On termination, ICS may provide handover materials in their then-current state, subject to payment of all outstanding Fees and subject to confidentiality, legal, regulatory and intellectual property limits.

**19.6.** Where ICS holds a formal appointment or mandate, ICS may resign from that appointment where legally permitted and may take reasonable steps required to give effect to resignation, including notifying the Client, successor service provider or relevant authority where required.

**19.7.** The Client remains responsible for appointing replacement service providers, maintaining compliance continuity and meeting regulatory deadlines after termination or suspension.

## 20. CONFLICT OF INTEREST

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**20.1.** ICS may act for other clients in the financial services, fintech, compliance, governance, technology, payment, credit, insurance, investment, advisory or regulated sectors, including clients whose activities may be similar to or overlap with the Client's activities.

**20.2.** ICS will take reasonable steps to identify and manage actual conflicts of interest arising from an engagement. Such steps may include disclosure, information barriers, role separation, scope limitation, consent, refusal of work or termination.

**20.3.** The Client must disclose known conflicts, restrictions, exclusivity arrangements, confidentiality obligations or sensitive competitive issues that may affect the engagement.

**20.4.** No exclusivity applies unless expressly agreed in writing. General market knowledge, regulatory knowledge and methodology used by ICS are not treated as exclusive to the Client.



## 21. NON-SOLICITATION

**21.1.** During the engagement and for 12 months after termination, the Client must not directly or indirectly solicit, employ, appoint, contract with, engage or induce to leave ICS any employee, consultant, contractor or specialist introduced by ICS, without written consent from ICS.

**21.2.** If the Client breaches this clause, the Client must pay ICS a recruitment or introduction fee equal to 6 months of the person's gross remuneration, consulting fees or agreed market equivalent, unless a different amount is agreed in writing or the amount is prohibited by law.

**21.3.** This clause does not prevent the Client from employing a person who responds independently to a general public recruitment advertisement not targeted at ICS personnel.

## 22. REGULATORY REPORTING AND ESCALATION

**22.1.** Where ICS identifies material regulatory, governance, AML/CFT, POPIA, operational, conduct, evidence, licensing, representative oversight or control concerns, ICS may escalate the matter to the Client's nominated responsible persons, Key Individuals, directors, information officer, compliance lead or other relevant accountable persons.

**22.2.** Where law, professional duty, formal appointment, court order, regulator instruction or regulatory requirement requires reporting to a Regulatory Authority or other authority, ICS may comply with that obligation.

**22.3.** Unless prohibited by law or inappropriate in the circumstances, ICS will use reasonable efforts to notify the Client of a regulatory reporting obligation or escalation that materially affects the Client.

**22.4.** The Client must not instruct ICS to conceal, misstate, backdate, alter, destroy or misrepresent information required for legal, regulatory, governance, audit or compliance purposes.

## 23. FORCE MAJEURE

**23.1.** Neither party will be liable for delay or failure to perform obligations, other than payment obligations, caused by events beyond that party's reasonable control that could not reasonably have been avoided or overcome.

**23.2.** Force majeure events may include power failure, load shedding, system outages, cloud service outages, cyber incidents, regulator system downtime, government action, sanctions, natural disaster, fire, flood, epidemic, pandemic, civil unrest, strike, lockout, war, terrorism, transport disruption, infrastructure failure, telecommunications failure or other events beyond reasonable control.

**23.3.** The affected party must notify the other party as soon as reasonably practical and must take reasonable steps to reduce the impact of the force majeure event.

**23.4.** If the force majeure event continues for more than 60 days and materially prevents performance, either party may terminate the affected Services by written notice, without affecting accrued rights and payment obligations.

## 24. NOTICES

**24.1.** Notices under these Terms must be in writing and may be delivered by email, physical delivery, courier, registered post, agreed client portal, electronic signature platform or any other method agreed in writing.

**24.2.** Notices to ICS must be sent to:

Notice Field	ICS Notice Detail
Company	Integrated Compliance Solutions
Physical Address	122 Beech Street, Northcliff, 2195, Gauteng, South Africa
Email Address	<a href="mailto:info@integratedcompliancesolutions.co.za">info@integratedcompliancesolutions.co.za</a>



**24.3.** A notice sent by email is deemed received on the date of transmission unless the sender receives an automated delivery failure notice. A notice delivered by hand or courier is deemed received on delivery. Registered post is deemed received 5 Business Days after dispatch, unless the receiving party proves later receipt.

**24.4.** A party may change its notice details by giving written notice to the other party.

## 25. GOVERNING LAW AND DISPUTE RESOLUTION

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**25.1.** These Terms and any engagement governed by them are subject to the laws of the Republic of South Africa.

**25.2.** The parties must first attempt to resolve disputes in good faith by escalation to authorised representatives with decision-making authority.

**25.3.** If a dispute is not resolved within 10 Business Days after escalation, either party may refer the dispute to mediation or arbitration in [Insert Preferred Jurisdiction / Seat], unless urgent relief, debt recovery, regulatory action or another remedy is more appropriate.

**25.4.** Nothing prevents a party from approaching a competent court for urgent interim relief, an interdict, preservation of confidential information, enforcement of intellectual property rights, collection of undisputed amounts, or any other relief that cannot reasonably await mediation or arbitration.

**25.5.** Where arbitration is agreed or required, the arbitration will be confidential, conducted in English, and held in accordance with rules agreed by the parties or determined by the appointed arbitrator, subject to South African law.

## 26. GENERAL PROVISIONS

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**26.1.** These Terms, read with the relevant Engagement Document, constitute the whole agreement between the parties in relation to the Services and supersede prior discussions, proposals or understandings to the extent they relate to the same subject matter.

**26.2.** Any amendment to these Terms or an Engagement Document must be in writing and accepted by authorised representatives of both parties, except for administrative updates, website terms updates or changes expressly permitted under these Terms.

**26.3.** No failure or delay by a party in exercising a right will operate as a waiver of that right. A waiver is only effective if recorded in writing and applies only to the specific instance for which it is given.

**26.4.** If any provision is illegal, invalid or unenforceable, it will be severed or limited to the minimum extent required, and the remaining provisions will continue in force.

**26.5.** Neither party may cede rights or delegate obligations without the prior written consent of the other party, except that ICS may cede, assign or transfer its rights and obligations to a successor, purchaser, affiliate or restructured entity as part of a sale, merger, restructuring or business transfer.

**26.6.** The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, employment relationship, agency, fiduciary relationship or authority for one party to bind the other, unless expressly agreed in writing.

**26.7.** These Terms and Engagement Documents may be signed in counterparts and by electronic signature. Electronic signatures, scanned signatures and platform-based approvals are valid to the extent permitted by law and accepted by the parties.

**26.8.** Clauses relating to payment, confidentiality, intellectual property, data protection, limitation of liability, indemnity, dispute resolution, notices, general provisions and any accrued rights survive termination or expiry.

**26.9.** The parties will cooperate in good faith to give effect to the engagement, resolve operational issues and maintain an appropriate governance and compliance control environment.

## 27. WEBSITE AND DIGITAL USE

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**27.1.** This clause applies where the Client or any user accesses the ICS website, downloads ICS materials, completes online forms, submits information digitally or uses any ICS digital channel.

**27.2.** Website content is provided for general information only and does not constitute client-specific advice, legal advice, audit assurance, tax advice, investment advice, financial product advice or a substitute for an agreed professional engagement.

**27.3.** Users must not rely on website content as a complete assessment of their compliance position. Client-specific advice is provided only through an accepted engagement and agreed scope of work.



**27.4.** Website downloads, forms, guides, checklists, templates, graphics, copy, methodologies, layouts and other materials remain the intellectual property of ICS or its licensors and may not be copied, reused, republished, sold or adapted without written consent, except for permitted internal use.

**27.5.** Users must not misuse the website, attempt unauthorised access, scrape content, upload malicious code, interfere with security, bypass access controls, submit unlawful information, impersonate another person, or use the website in a way that may harm ICS or any third party.

**27.6.** ICS may update, suspend, withdraw, correct or change website content without notice. ICS does not warrant that the website will be uninterrupted, error-free, secure or always current.

**27.7.** Links to third-party websites, platforms, documents or resources are provided for convenience only and are not endorsements. ICS is not responsible for third-party content, terms, privacy practices, security or availability.

**27.8.** Online forms and client portals may be used to submit information to ICS. Submission of information does not by itself create an engagement unless ICS accepts the engagement in writing.