

# Agreement

entered into by and between

The Kareeberg Municipality, herein represented by M F Manuel (hereinafter referred to as the Municipality) in his capacity as Accounting Officer of the said Municipality, duly authorized thereto

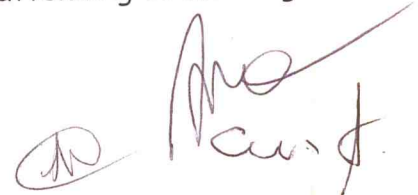
AND

ELZANNE VAN WYK

(ID 8109030084082)

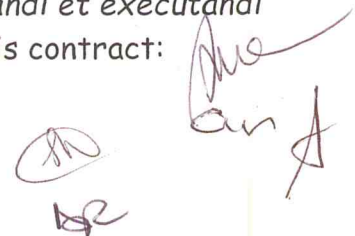
(here after referred to as the non-official audit committee member)

1. The Municipality hereby undertakes to engage the non-official audit committee member and the non-official audit committee member hereby agrees to serve the municipality for a period of three years renewable to a maximum of five years from 1 November 2018 on which the non-official member actually assumes duty at the place mentioned in Clause 2 hereof, on the following terms and conditions.
2. The non-official audit committee member will serve the Municipality as audit committee of KAREEBERG MUNICIPALITY; at such place as may from time to time be directed by the Municipality or any other officer duly authorized thereto in this respect.
3. The Municipality requires expertise and services in respect of matters indicated in the attached Annexure A, (titled "Charter of the Audit Committee"), which Annexure will for the purpose of this Agreement be deemed to be incorporated herein and form part hereof, and the non-official audit committee member is prepared and able to provide these services.
4. The Municipality pays a remuneration according the circular refer to remuneration of non-official members of audit committee at the present hourly rate and <sup>day</sup> also the Council subsistence and travelling allowance applicable for the attending of meetings.



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5. When required to perform duties away from the municipal offices in Carnarvon, the non-official committee member will travel at the Municipality's expense and will be paid subsistence in accordance with the Council's policy.
6. The non-official audit committee member undertakes not to communicate to any other person outside the Municipality's service or to publish either during the term of his Agreement or after the termination thereof, any results so obtained by him, in the course of his official duties, without the written consent of the Municipality to such communication of publication.
7. Notwithstanding anything to the contrary in Clause 1 hereof obtained, either party to this Agreement may terminate it at any time during the term thereof on giving three months notice in writing to the other party. The Municipality may, however, accept a shorter period notice in an exceptional case, using his own discretion.
8. The Municipality may terminate this Agreement summarily or after notice of less than three months, as it may deem expedient, in the event of breach of the terms of this Agreement by the non-official audit committee member or in the event of the non-official member's misconduct.
9. The non-official member may terminate the Agreement on such shorter notice as circumstances may render necessary, on satisfying the Municipality that such termination is imperative on account of the Municipality's ill-health occasioned without the employers default.
10. The non-official audit committee member will be regarded as not an employee of the Municipality.
11. Any matters arising from this Agreement, which are not specifically provided for herein, will be dealt with in accordance with the provisions of the Public Service Act, 1994, as amended, and the aforesaid Public Service Regulations, as amended.
12. The Laws of and legal principles applied in the Republic of South Africa shall govern the interpretation of this Agreement.
13. The non-official member of the audit committee submits to the jurisdiction of the Courts of the Republic of South Africa in the event of any legal proceedings arising from the provisions of this Agreement.
14. The parties choose the addresses given below as their *domicilia citandi et executandi* for all purposes pertaining to matters which might proceed from this contract:

Handwritten signatures and initials in the bottom right corner of the page. There are three distinct marks: a circular stamp or signature, a signature that appears to be 'me', and another signature that appears to be 'and'.

Municipal Manager  
P.O. Box 10  
CARNARVON  
8925

Member of Audit Committee  
.....  
.....  
.....

15. Anyone of the parties may change their domicilium by informing the other party, in writing through registered post about such intention. The change of domicilium will be effective on a date determined 14 (fourteen) days from the date of sending.
16. No amendment to this Agreement will be any force of effect unless reduced to writing and signed by the duly authorized representatives of both parties.
17. Thus done and passed by the parties hereto at the place and on the dates respectively set opposite their names.

Signed on behalf of the Municipality at Carnarvon on  
this 1st day of November 2018.

AS WITNESS:

1. Alan Shalke

2. [Signature]

[Signature]  
MUNICIPAL MANAGER

AS WITNESS

1. [Signature]

2. [Signature]

[Signature]  
NON-OFFICIAL AUDIT COMMITTEE  
MEMBER