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PROFESSIONAL INDEMNITY

FOR

ACCOUNTANTS AND AUDITORS

This is to certify that

BOTSWANA INSURANCE COMPANY LIMITED

(The “Insurers”)

in consideration of, and conditional upon, the prior payment of the Premium by or on behalf of the Insured and receipt thereof by or on behalf of the Insurers, the Insurers are hereby bound to insure in accordance with the terms, Exclusions, Conditions and limitations contained herein or endorsed hereon.

The Insurance Contract is conditional upon and will only come into effect following payment of the Premium by the Insured and the receipt thereof by or on behalf of the Insurers.

1. **PREAMBLE**

The Insured having made a written proposal to Insurers, dated as stated in the Schedule, and/or otherwise submitted particulars and statements constituting the risk profile, which proposal and/or risk profile shall form the basis of this insurance, the Insurers will indemnify the Insured in accordance with the terms, Exclusions, Conditions and limitations contained herein or endorsed hereon.

2. **INSURING CLAUSE**

The Insurers will indemnify the Insured against claims (including claimants' costs, fees and expenses) in accordance with the law of any country but not in respect of any judgement, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part) in accordance with the cover provided in the Sections forming part of this Policy as detailed below and subject to the relevant Limits of Liability and Deductibles stated in the Schedule.

The indemnity granted herein applies only to claims first made against the Insured and notified to the Insurers during the Period of Insurance, subject to the provisions of Condition 8.2

3. **DEFENCE COSTS (and ancillary claims costs)**

3. 1 The Insured shall render at their own cost all such assistance as the Insurers may require in order to investigate defend or settle any claim and shall arrange to be available at their own cost for such interviews as may be required by the Insurers or any advisers or legal representatives appointed by the Insurers.

3. 2 The Insurers will pay any expenses incurred by the Insured (excluding such costs mentioned in 3.1) in order to assist with the investigation defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by this Policy and the Insurers prior written consent is obtained.

3.3 All costs, fees and expenses incurred by the Insurers or at their instance in the investigation defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured shall be deemed to be costs, fees and expenses incurred by the Insured with the prior consent of the Insurers.

4. **LIMIT OF LIABILITY**

The total liability of the Insurers, in terms of the Insuring Clause:

(a) Per Claim or series of claims arising from one originating cause or source, including interest thereon, all claimants' costs, fees and expenses and Defence Costs;

(b) in respect of all claims Per Policy Period;

shall not exceed the Limit of Liability stated in the Schedule.

5. **SECTIONS**

SECTION ONE (A) PROFESSIONAL INDEMNITY (including Legal Liability)

(i) The Insurers will indemnify the Insured for their legal liability to pay compensation in respect of any actual or alleged :

a) negligent act error or omission;

- b) breach of contract;
- c) breach of warranty of authority;
- d) breach of trust committed in good faith;
- e) infringement of copyright, trademark, registered design or patent rights;

whenever or wherever committed or alleged to have been committed in the conduct of their Profession as herein defined by or on behalf of the Insured named in the Schedule or committed by any partner or employee or any other party with whom the Insured is acting jointly.

(ii) Documents Liability. The Insurers will indemnify the Insured in consequence of any Documents (as defined herein), either the property of or entrusted to the Insured named in the Schedule, being discovered during the Period of Insurance to be damaged, destroyed, lost or mislaid and which after diligent search cannot be found, but excluding the costs and expenses of whatsoever nature incurred by the Insured in replacing and restoring such Documents.

(B) DEFAMATION EXTENSION (including injurious falsehood)

The Insurers will indemnify the Insured for their legal liability to pay compensation in respect of any actual or alleged defamation including injurious falsehood.

SECTION TWO LIABILITY FOLLOWING DISHONESTY

The Insurers will indemnify the Insured against any legal liability arising from any dishonest, fraudulent or malicious act or omission of any Director, Partner, Principal or Employee of the Insured, provided always that :

- i) any claim arising out of the collusion of two or more Insured persons shall be deemed to be one claim;
 - ii) no indemnity shall be afforded hereby to any person committing or condoning such dishonest or fraudulent act or omission;
- iii) the sums payable under this Policy shall only be for the balance of liability in excess of the amounts recoverable from the dishonest or fraudulent person or persons or their estates or legal representatives;
- iv) no indemnity shall be granted in respect of claims which are incurred or insurable under a Fidelity Guarantee Policy of Insurance.

SECTION THREE (Documents Extension)

Loss or Damage. The indemnity granted by this Policy includes all costs and expenses incurred by the Insured with the written consent of the Insurers in the replacement or restoration of any Documents following loss or damage to such Documents discovered during the Period of Insurance.

SECTION FOUR (Registrar)

The Insurers will indemnify the Insured in their capacity as registrar against :

- a) all losses which the Insured may directly sustain by reason of their having in good faith and without notice and in the ordinary course of their business dealt in or acted upon any Documents as defined, which may prove:
 - i) to have been forged or fabricated; or
 - ii) to have been stolen; or
 - iii) for which the person presenting the same to the Insured may prove to have had no title or a defective title.
- b) all losses which the Insured may sustain by reason of their having in the ordinary course of their business dealt in or acted upon any such Document owing to the collusion, fraud or dishonesty of any employee of the Insured.

- c) all losses, which the Insured may sustain by reason of fraudulent or erroneous entries in any Share or Debenture register or record relative to the registration, holding, transfer or transmission of any Documents as defined.
- d) all losses, costs, damages, expenses, claims and demands which may be incurred by, or made upon, the Insured for or in respect of, or arising out of the performance by them of their duties in regard to the registration, holding, transfer or transmission of the Insured's Shares or Debenture Stock, or those for which they are responsible, whether or not the same shall be due to their inadvertence or negligence or to the inadvertence, negligence, fraud or wrongful act of their servants or agents.
- e) all losses, costs, damages, expenses, claims and demands which may be incurred by or be made upon the Insured by reason of the loss or destruction of or damage to Documents as defined under Paragraph 6.3 whether such loss, destruction or damage shall arise or has arisen as a result of theft or burglary or larceny or pilferage or otherwise.

This Section shall cover all such losses as may be discovered (and notified to the Insurers within fourteen days) within the period of the Policy but no claim shall attach hereto for any loss discovered, or first notified to the Insurers, after the expiration of the Policy.

It is declared and agreed that the liability of the Insurers under this Section is restricted to claims made against the Insured in the Republic of Botswana.

SECTION FIVE (Partnerships)

The Insurers will indemnify the Insured as a result of:

- (a) the Insured performing any professional work, or the failure to perform any such work, in the name or names of any other firm with whom the Insured has entered into partnerships or similar arrangements;
- (b) the performance of any professional work, or the failure to perform any such work, in the Insured's name or names by any other firm with whom the Insured has entered into partnerships or similar arrangements;
- (c) the carrying out of or the failure to carry out any work on the Insured's behalf by any suitably qualified agent, correspondent or professional.

6. DEFINITIONS

For the purposes of this insurance:

- 6.1 "Profession" shall mean all services performed or advice given by the Insured in connection with: Accounting, Audits, Tax matters, Attestation of Statutory and other Returns, Secretarial work, Share Transfer and Registration, Rent and Client Money Collecting, Cheque signing and payments on behalf of clients, Insurance and Building Society Agents, Financial advice to Managements, Bookkeeping, Management Accounting, Management Advisory Services, Payments of Wages for Clients, Staff selection and recruitment for clients, Valuations, Investigations and Financial Reports, Financial Claims: their negotiations and settlement, Company Formations, Investment Advice (but limited by Exclusion 7.13), Prospecti including work involved in Mergers and Acquisitions, Insurance and Pension and Other Fund Advice and Management, Estate Duty Planning, Executorships, Insolvencies, Administration of Estates and Trusts, Curatorships, Receiverships, Liquidations, Judicial Management, Administration of Companies, Arbitrations, Powers of Attorney and any other service which would normally be undertaken in the course of their professional capacity as Accountants.

"Profession" as defined above, shall be deemed to apply to any Insured whilst holding the appointment of Director, Receiver, Liquidator, Executor, Trustee, Judicial Manager, Company Secretary or Arbitrator; provided always that the fees, if any, form part of the income of the Insured.

In the event of any dispute arising between the Insured and Insurers as to the correct interpretation of the Definition of Profession the facts shall be submitted to the Chairman for the Chartered Accountants Profession for the time being, or his nominee, whose decision shall be final and binding upon both parties.

- 6.2 "The Insured" shall include :

- i) the Company, Partnership, Close Corporation, Association or Person named in the Schedule (hereinafter referred to as the the Insured);
- ii) any present (including appointments made during the Period of Insurance) or former Director, Partner, Member, Principal or "In-house" Consultant of the Insured;
- iii) any present or former employee of the Insured in respect of those activities that are conducted within the course and scope of that employees employment with the Insured;
- iv) any predecessors of the Insured but only to the extent that liability attaches to the Insured;
- v) in the event of the death, incapacity, insolvency or bankruptcy of any person treated as the Insured (in respect of claims against such person) his estate, legal representatives and/or heirs.

6.3 "Documents", (other than Section Four), shall mean bonds, debentures, scrip certificates, deposit receipts, transfers, coupons, warrants, bills of exchange, promissory notes, title deeds, powers of attorney, deeds, wills, agreements, maps, plans, records (whether on paper, microfilm, magnetic tape or disc) and written and printed documents and forms of any nature, belonging to the Insured or for which the Insured is responsible in connection with the Business.

For the purposes of Section Four "Documents" shall be understood to mean any Bonds, Debentures, Stock, Scrip, Share Transfers, Certificates, Coupons, Warrants, Promissory Notes, Bills of Exchange, Powers of Attorney, Title Deeds, Cheques, Bank or Treasury Notes, Allotment Letters, Letters of Acceptance, Straight Allotments, Transfer Receipts, Balance Receipts, Bankers Receipts, Call Letters, Mandates for the payment of Dividends or Interest, Grants of Probate, Letters of Administration, Letters of Executorship, Certificate Deeds, Death and Marriage Certificates or any other document of any kind which may affect the registration holding, transfer or transmission of Shares, Debentures or Debenture Stock or the appointment of Successors or Representatives of any of the holders of such Shares, Debentures or Debenture Stock.

6.4 "Deductible" shall mean that first amount of each and every claim to be borne by the Insured, it being understood and agreed that if any expenditure is incurred by the Insurers which, by virtue of the Deductible, is the responsibility of the Insured, then such expenditure shall be forthwith reimbursed by the Insured.

The Deductible shall apply Per Claim or series of claims arising from one originating cause or source.

7(a) **EXCLUSIONS**

The Insurers shall not be liable to indemnify the Insured in respect of claims :

7.1 arising out of the death of or bodily injury to or illness or disease sustained by any person under a contract of employment or apprenticeship with the Insured where such death, injury, illness or disease arises out of the execution of such contract;

7.2 arising from breach of contract unless such breach is a breach or alleged breach of professional duty by the Insured or any other person upon whom the Insured has placed reliance;

7.3 arising out of loss of or distortion of computer data due to :

- a) the presence of magnetic flux;
- b) defects in the data tapes or other data media;
- c) use or processing whilst mounted in or on any machine;
- d) wear, tear, vermin or gradual deterioration;
- e) climatic or atmospheric conditions or extremes of temperature;

- 7.4 arising out of any property manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured;
- 7.5 for the theft or misappropriation of money or property by any past or present director, partner, employee or consultant of the Insured but this Exclusion shall not exclude any consequential damages, other than interest on such stolen money, suffered by the practice arising out of theft or misappropriation;
- 7.6 for dishonest or fraudulent acts or omissions committed by any person after the discovery in relation to that person of reasonable cause for suspicion of fraud or dishonesty;
- 7.7 made against the Insured by any associated, parent or subsidiary company or by any person or entity having a financial or executive interest in the Insured unless emanating directly from an independent third party;

- 7.8 in respect of which the Insured is entitled to indemnity under any other insurance, and this Policy shall not be called into contribution with such other insurance, except in respect of any excess beyond the amount payable under such insurance;
- 7.9 or circumstances which may give rise to a claim, which have been or should have been notified under any other policy or certificate of insurance attaching prior to the inception of this Policy;
- 7.10 for fines, penalties, punitive, vindictive or exemplary damages;
- 7.11 arising out of the insolvency of the Insured;
- 7.12 arising out of or in connection with any trading losses or liabilities incurred by any business managed by or carried on by the Insured;
- 7.13 arising out of representations, advice or forecasts given by or on behalf of the Insured in respect of investments which fail to perform in accordance with such representations, advice or forecasts unless negligence can be proven;
- 7.14 arising out of any act, error or omission, or such cause of any other risk indemnifiable under this Policy, committed or occurring prior to the Retroactive Date stated in the Schedule;
- 7.15 up to the amount of the Deductible;
- 7.16 arising from the conduct of the business in the United States of America and/or Canada.

7(b) **COMPUTER VIRUS EXCLUSION**

Notwithstanding any provision of this Policy including any special Exclusion or extension or other provision not included herein which would otherwise override a general Exclusion, this Policy does not cover any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all, to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any trojan horse, time or logic bomb or worm or any other destructive code, media or programme or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether the property of the Insured or not.

7(c) WAR / TERRORISM EXCLUSION

The Insurers shall not be liable to indemnify the Insured in respect of claims directly or indirectly caused by, resulting from happening through or in connection with:

- a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power;
- b) any action taken in controlling, preventing, suppressing or in any way relating to the excluded situations in a) above, including, but not limited to, confiscation, nationalization, damage to or destruction of property by or under the control of any Government or Public or Local Authority;
- c) any act of terrorism regardless of any other cause contributing concurrently or in any other sequence to the loss.

For the purpose of this Exclusion, terrorism means an act of violence or any act dangerous to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear.

In any action suit or other proceedings where the Insurer alleges that by reason of this Exclusion a loss is not covered by this insurance the burden of proving that such loss is covered shall be upon the Insured.

7(d) NUCLEAR EXCLUSION

This Policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- (i) ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
- (ii) nuclear material, nuclear fission or fusion, nuclear radiation;
- (iii) nuclear explosives or any nuclear weapon;
- (iv) nuclear waste in whatever form;

regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this Exclusion only, combustion shall include any self-sustaining process of nuclear fission.

7(e) ASBESTOS EXCLUSION

Notwithstanding any provision of this Policy including any Exclusion, exception or extension or other provision which would otherwise override an Exclusion, this Policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

8. CONDITIONS

Conditions 8.1 to 8.7 are Conditions precedent to the liability of the Insurers to provide indemnity under this Policy.

8.1 Premium is payable on or before the inception date or renewal date or installment date as the case may be. The Insurer shall not be obliged to accept premium tendered to them more than 15 days after such date but may do so upon such terms as they in their sole discretion may determine.

8.2 The Insured shall give written notice to the Insurers as soon as practicable of any claim made against the Insured (or of any specific event or circumstance which may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this Policy and shall give all such additional information as the Insurers require. Every claim, writ, summons or process and all documents relating to the claim, event or circumstance shall be forwarded to the Insurers immediately they are received by the Insured.

If the Insured notifies the Insurers during the Period of Insurance of any event or circumstance which the Insurers accept may give rise to a claim being made against the Insured, then such claim shall for the purpose of this Policy be treated as having been first made against the Insured during the Period of Insurance.

This policy will allow the Insured the opportunity to notify Insurers of claims made against them or circumstances that may give rise to claims being made against them for up to 30 days after expiry of this insurance provided that the Insured first became aware of the claim or circumstance prior to expiry.

- 8.3 The Insured shall at all times maintain accurate descriptive records of all professional services which records shall be made available for inspection and use by the Insurers or their duly appointed representatives insofar as they pertain to any claim under this Policy.
- 8.4 No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Insurers who, if they so wish, shall be entitled to take over and conduct, in the name of the Insured, the defence or settlement of any claim or to prosecute, in the name of the Insured, any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Insurers may require.
- 8.5 The Insured shall give notice as soon as reasonably possible of any fact, event or circumstance which materially changes the information supplied to the Insurers at the time when this Policy was effected and the Insurers may amend the terms of this Policy according to the materiality of such change. Whilst this insurance shall remain fully operative in the event of a change in the constitution of the Insured, notice shall be given as soon as reasonably possible of any change in the Principals, Partners, Members or Directors or in the legal constitution of the Insured and the Insured shall supply such further information as the Insurers may require for reassessment of the risk.
- 8.6 The interpretation and enforcement of the terms, Conditions and Exclusions of this Policy (and any phrase or word contained herein) shall be in accordance with the law of the Republic of Botswana whose courts shall have jurisdiction to the exclusion of the courts of any other country.
- 8.7 The Policy and Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or Schedule shall bear such meaning wherever it may appear.
- 8.8 The Insurers may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which the Limit of Liability applies the amount of such limit (after deduction of any amounts already paid) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Insurers shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims notwithstanding the fact that the Insured has been only partially reimbursed for their loss due to the amount of any deductible payable in terms hereof.
- 8.9 Where this Policy has been extended to include dishonest acts or omissions of any person treated as the Insured, in respect of claims arising from such dishonesty, the Insured shall take all possible action to sue for and obtain reimbursement from such person and any money or other property held by the Insured which, but for such dishonesty, would be due to such person shall, to the extent allowable in law, be deducted from the Insured's loss.
- 8.10 All recoveries made in respect of any claim under this Policy shall be applied (after deduction of the costs, fees and expenses incurred in obtaining such recovery) in the following order of priority :
- a) the Insured shall first be reimbursed for the amount by which their liability in respect of such claim exceeded the amount of indemnity provided by the Policy;
 - b) the Insurers shall then be reimbursed for the amount of their liability under the Policy in respect of such claim;
 - c) any remaining amount shall be applied towards the amount of the Deductible borne by the Insured in respect of such claim.

- 8.11 Where the Premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and after expiry of the Period of Insurance, shall declare as soon as possible such details as the Insurers may require. The Premium shall then be adjusted and any difference paid by or allowed to the Insured, as the case may be, subject to any minimum Premium that may apply. Unless otherwise stated the Premium shown in the Schedule shall be the Minimum Premium.
- 8.12 If indemnity is sought under this Policy by any fraudulent means :
- a) all benefit in respect of such claim shall be forfeited;
 - b) Insurers may cancel the Policy with immediate effect by notice in writing to the last known address of the Insured.
- 8.13 If the Limit of Liability is increased during the Period of Insurance, the liability of the Insurers in respect of claims made against the Insured or for circumstances notified, or which should have been notified, to the Insurers prior to such increase, shall not exceed the Limit of Liability applicable prior to such increase.
- 8.14 Misrepresentation, misdescription or non-disclosure in any material particular shall render the Policy voidable.
- 8.15 Whenever this Policy provides notice to be given to the Insurers such notice shall be given to :

BOTSWANA INSURANCE COMPANY LIMITED