

DISTRIBUTION AGREEMENT

Between

SAMANCOR CHROME LIMITED

And

SAMCHROME LIMITED MALTA

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DISTRIBUTION AGREEMENT

Between

SAMANCOR CHROME LIMITED

("Company")

and

SAMCHROME LIMITED

("Distributor")

THE PARTIES AGREE AS FOLLOWS :

1. DEFINITIONS

- | | | |
|-------------|-------------------------|--|
| 1.1. | "Agreement" | means this Distribution Agreement together with the annexes hereto; |
| 1.2. | "Company" | means Samancor Chrome Limited, a Company established and registered in accordance with the laws of the Republic of South Africa; |
| 1.3. | "Contract Year" | means the period from 1 May in a particular year until 30 April of the following year; |
| 1.4. | "Distributor" | means Samchrome Limited, a company established and registered in accordance with the laws of Malta; |
| 1.5. | "FOB" | means FREE ON BOARD VESSEL at port of loading as defined and interpreted under Incoterms 2000 to the extent not inconsistent with the provisions of this Agreement and the Annexes; |
| 1.6. | "Incoterms 2000" | means the international commercial terms, as amended and/or substituted from time to time, governing contracts for the sale of goods as developed by the International Chamber of Commerce, which came into |

force 01 January 2000 and are commonly known and published as “Incoterms 2000”

- 1.7. “Loadport” means the port of loading in Southern Africa as determined by the Distributor from time to time in respect of each individual shipment of material;
- 1.8. “Material ” means the Company’s products with it’s specifications, as amended from time to time, as listed in Annexe A to this Agreement;
- 1.9. “Territory” means the entire world market, excluding the countries of Southern Africa, namely, the Republic of South Africa, Namibia, Botswana, Zimbabwe, Mozambique, Swaziland, Lesotho, Angola, Zambia and Malawi.

2. APPOINTMENT

The Company hereby appoints the Distributor as its exclusive Distributor directly and indirectly in the Territory to sell its Material. For the avoidance of doubt, the Distributor is allowed to sell Material outside of the Territory.

3. RELATIONSHIP BETWEEN PARTIES

Nothing in this Agreement will constitute, or be deemed to constitute, a partnership between parties hereto or constitute, or be deemed to constitute, the Distributor as agent of the Company for any purpose whatsoever, and the Distributor will have no authority or power to bind the Company or to contract in the name of the Company, or create a liability against the Company in any way for any purpose. The Distributor will be entitled to describe itself as authorised dealer or distributor of the Company’s Material but will not describe itself as agent for the Company or in words indicating a relationship of agency existing between the parties in terms of this Agreement.

4. PURCHASE AND SALE

- 4.1 The Company agrees to sell to the Distributor who hereby agrees to purchase Material during the term of this Agreement and subject to the terms and conditions hereof. The Company and the Distributor will determine on an annual basis the estimated quantities of the Material to be sold in terms of this Agreement. The parties will meet periodically with a view to fixing the sales objectives for forthcoming periods.

At the very least, the Company agrees to, at all times, supply to the Distributor Material of sufficient quantity and quality to enable it to

meet its current orders and to meet any of its contractual and contingent commitments for sales and delivery of Material.

- 4.2 The Company may make Material available to the Distributor in excess of the quantities determined pursuant to clause 4.1 above, in which event the Distributor will be granted first right of refusal to purchase such Material.

5. DURATION

This Agreement will commence on the date of signature and will remain in force for fifteen years from date of signature hereof .

6. TRADE TERMS

The delivery terms governing sales of Material under the Agreement will be FOB at the Loadport into vessels furnished by the Distributor.

7. RESEVERED RIGHTS OF COMPANY

Notwithstanding anything to the contrary contained herein:

- 7.1 The Company reserves the right to vary Annexe A hereto describing the Material either by withdrawing therefrom a class or classes of Materials named therein in the event of the Company permanently ceasing to manufacture that class or those classes of Materials or by the addition thereto after consultation with the Distributor of a further class or classes of Material;
- 7.2 The Company may at the request and cost of the Distributor send a representative to visit the Distributor for the purpose of promoting sales of the Material and make available such persons to assist the Distributor in promoting sales with its clients.

8. THE COMPANY'S OBLIGATIONS

The Company will:

- 8.1 not directly or indirectly sell any of the Material to any person within or outside the Territory with a view to the direct or indirect resale of the Material within or outside the Territory save as specifically agreed upon in writing with the Distributor;
- 8.2 use its best endeavours to safeguard the sole and exclusive rights hereby granted to the Distributor, including the taking of such steps as may be available to it to prevent infringement of those rights by other parties, and to prevent the infringement of its trademarks, emblems, designs and other similar or commercial monopoly rights within the Territory;
- 8.3 at its own cost and risk deliver the Material on board the vessel to be named by the Distributor at the Loadport, carry out at its own cost all customs formalities necessary for exportation, provide sufficient

notice to the Distributor that the Material has been delivered on board and provide the Distributor with the usual documentation in proof of delivery;

8.4 render to the Distributor, at the latter's request, risk and expense all necessary assistance in obtaining:

8.4.1 any documentation issued in South Africa which the Distributor may require for the importation of Material into the country of destination, other than the documents set out in clause 14 below which the Company will be obliged to provide at its own expense;

8.4.2 transport documentation;

(If the Company and the Distributor agree to communicate such electronically, such documentation may be replaced by equivalent electronic data interchange messages.)

8.5 constantly monitor progress in the course of production of Material and inform the Distributor regularly of its detailed forward Planning of the production of Material. The Company will furthermore liaise closely with the Distributor or the Distributor's nominee, as the Distributor directs, in relation to all carriage and shipping arrangements and provide the Distributor with all assistance and information reasonable required for this purpose;

8.6 make available to the Distributor all the technical and commercial Information necessary for sales promotion and supply the Distributor with any technical support which it may require in fulfilling its obligations towards its customers;

8.7 refer all enquiries received directly from prospective customers in the Territory the Distributor for attention.

8.8 maintain its licences approvals or consents necessary for carrying out its business or trading activities;

8.9 notify the Distributor if there is any event or material change in its business or trading activities which may have a material impact on its ability to perform in terms of this agreement;

8.10 notify the Distributor if it ceases to carry on the whole or a substantial part of its business;

8.11 notify the Distributor should it undertake any merger, consolidation or re-organisation of its business;

8.12 notify the Distributor of any material dispute, litigation, legal or administrative proceedings in relation to the Company, force majeure, material revision of budgets or financial forecasts and/change in the operation of the Company;

8.13 supply the Distributor as soon as they become available but within a reasonable time with its audited consolidated financial statements and interim consolidated financial statements;

- 8.14 supply the Distributor with such other information regarding the financial condition, business and operation of any member of the Company's group as the Distributor may reasonably request.**

9. THE DISTRIBUTOR'S OBLIGATIONS

The Distributor will:

- 9.1. at all times use its best endeavours to promote and extend the sale of the Material throughout the Territory to all potential purchasers thereof and work diligently to obtain orders therefore:**
- 9.1.1 by means of personal visits to and by correspondence with such purchasers;**
- 9.1.2 by the distribution of printed matter, subject however to the specific prior approval in writing in all cases by the Company of the form, manner, extent and wording of such distributed matter and without recourse to the Company for any expense incurred unless such expense is specifically authorised by the Company in writing;**
- 9.2 in all correspondence and other dealings relating directly or indirectly to the sale or other disposition of the Material clearly indicate that it is acting as principal;**
- 9.3 not incur any liability on behalf of the Company, or in any way pledge or purport to pledge the Company's credit, or accept any order or make any contract binding upon the Company;**
- 9.4 immediately bring any improper or wrongful use in the Territory of the Company's trade marks, emblems, designs, models or other similar industrial or commercial monopoly rights, which comes to the Distributor's notice, to the attention of the Company, and will assist the Company at its request in taking all steps to defend the Company's rights other than by the institution of legal proceedings;**
- 9.5 promptly bring to the notice of the Company any information received by the Distributor which is likely to be of interest, use or benefit to the Company in relation to its business;**
- 9.6 from time to time upon request of the Company supply to the Company reports, returns and other information relating to the distributorship;**
- 9.7 not alter, obscure, remove, conceal or otherwise interfere with any markings or name plates or indications of the source or origin of the Material which may be placed thereon by the Company unless specifically agreed to by the Company, which consent will not be unreasonable withheld;**

- 9.8** provide the Company with schedules setting out the chemical and size specifications (including tolerances) of Material required, provided that such specifications shall be in accordance with the product specifications capable of being produced by the Company and have been agreed to by the Company. It will notify the Company in writing whenever any customer wishes to amend such specifications in sufficient time to enable the Company to change its forward planning of productions;
- 9.9** place orders with the Company, which orders will specify the quantities of Material required to be delivered, the port of delivery and any variations required from the schedules submitted in terms of clause 9.8 above;
- 9.10** give the Company sufficient notice of the vessel name and delivery time for each shipment;
- 9.11** contract at its own expense for the carriage of the Material from the Loadport;
- 9.12** at its own risk and expense, maintain or cause to be maintained on its behalf or for its benefit a stock of Material so as to be able to meet its customers demands;
- 9.13** at its own risk and expense, provide any necessary import licences and bear the costs of any import duties or taxes, including any other taxes, fees or charges payable at the time or by reason of the importation of the Material and its delivery;
- 9.14** make available to the Company, including the right to audit and/or inspect on an annual basis, all the sales related information and records of expenses held by or on behalf of the Distributor which the Company reasonable requires for purposes of determining and agreeing the Purchase Price and Payment Term in Days as specified in clause 12 and 13.

10. SPECIFICATIONS

- 10.1** The Company will produce Material in the ranges of chemical and size specifications as set out in Annexe A to this Agreement.
- 10.2** The Distributor will notify the Company of the exact chemical and size specifications it requires in accordance with the provisions of clause 9.8 and 9.9 above.
- 10.3** A representative sample of each shipment shall be taken in accordance to the sampling procedure applicable at the loading point at the Company's premises, or the Loadport. This sample must be of such quantity so that if determined by the parties, it can be split into four portions, one shall be set to the Distributor, if required, two portions for the Company and one sample shall be the referee sample which shall be kept at the Company's premises for 120 days after the date of shipment and then disposed of, unless further retention is requested in writing.

11. LIABILITY

- 11.1 The Company will not be responsible for any claims of whatsoever nature or cause arising from the supply of Material in terms of this Agreement save as provided for in this Agreement.**
- 11.2 Where the Distributor has been informed by a client that Material does not comply with the specifications, the Distributor will notify the Company in writing of the defect.**
- 11.3 The Company must advise the Distributor within 21 days of receipt of non-conformance notice under clause 11.2 of its agreement or disagreement with Distributor's analysis. If the Distributor disagrees the referee sample will be analysed by the referee laboratory detailed in Annexe B as soon as possible.**
- 11.4 The Cost of referee analysis shall be shared equally between the Distributor and Company and the results shall be binding on both parties. The analysis of the shipment shall then be deemed to be the same as the referee analysis.**
- 11.5 If the results of the analysis indicate that the Material is found to be non-conforming due to the act or omission of the Company, the Company will replace the non-conforming Material with Material that complies with the required specifications. This obligation is reduced to the extent, if any, that the Distributor is able to reach an alternative settlement with its customers regarding the non-conforming Material and such settlement will be for the cost of the Company.**
- 11.6 The distribution costs of the replacement of the non-conforming Material found to be defective due to the fault of the Company, will be at the Company's cost and will be delivered within a reasonable time to a destination designated by the Distributor.**
- 11.7 The Company and the Distributor may agree upon a rebate to the Distributor for the non-conforming Material, in which event the Distributor may retain ownership of the non-conforming Material and dispose thereof at its own discretion.**

12. PURCHASE PRICE

- 12.1 At least fifteen days prior to the commencement of each calendar quarter, the Company and the Distributor will, in writing, determine and agree a Purchase Price for the Materials to be sold and purchased for the next calendar quarter in United States Dollars.**
- 12.2 In determining the Purchase Price in terms of clause 12.1, the parties will estimate the selling price on a best endeavours basis at which the Distributor will be able to sell the Material to its customers by reference to the quantity and various grades of Material sold and to the geographical area or destination in which the Distributor intends to sell the Material and will deduct from such selling price,**

the estimated distribution cost (but excluding commissions paid to the sales agents) and any discounts associated with such sale as well as an amount which will provide the Distributor with a margin of 9% (nine percent) on the FOB value of the Material (“the Purchase Price”). In estimating the distribution costs, the Distributor will have regard to the actual distribution costs incurred in the previous quarter. For the avoidance of doubt, the Distributor will be responsible for payments to any sub-distributors and agents which it employs out of the margin referred to above.

- 12.3 In the event that the parties cannot agree on the Purchase Price for the calendar quarter in question, then the purchase price for the previous calendar quarter will apply until agreement on the Purchase Price is reached.

13. PAYMENT TERMS

- 13.1 The Distributor will pay the Company for each sale of Material by the Company to the Distributor by no later than the due date. The due date is the bill of lading date plus the Payment Terms in Days. The Payments Terms in Days to be applied during each Contract Year shall be determined by agreement between the parties at the commencement of such Contract Year according to the following formula :

Payment Terms in Days = “ Stock Days Plus Debtor Days minus 18”

where

“Stock Days” means the average number of days in the previous Contract Year from the time the Distributor received ownership of the Material, on FOB terms from the Company to the time of sale and transfer of ownership to the Distributor’s customers; and

“Debtor Days” means an average number of days in the previous Contract Year from the time the Distributor sold and transferred ownership of the Material to it’s customers until the Distributor received payment from such customers.

- 13.2 In the event that the Distributor effects payment beyond due date, the Distributor shall be required to pay interest to the Company as from the due date until the date of actual receipt of payment by the Company. Unless otherwise agreed, the interest to be paid in such a case shall be calculated on the basis of the monthly average balance so outstanding, multiplied by the percentage as published by the Financial Times US Dollar LIBOR interest offered rates 1 (one) month, plus 35 basis points, multiplied by the number of days after the due date until actual payment divided by 360. In the event that the Distributor elects to pay earlier than the due date, the Distributor shall be entitled to interest compensation on such early payment at a

rate calculated on the basis of the monthly weighted average amount paid early multiplied by the percentage as published by the Financial Times US Dollar LIBOR interest offered rates 1 (one) month, multiplied by the number of days after the due date until actual payment divided by 360.

- 13.3 All payments will be made by telegraphic transfer to the Company's bank as stipulated by the Company from time to time, free of any bank transfer or such other charges.

14. DOCUMENTATION

The Company will provide the Distributor with the following documentation in relation to each shipment;

- 14.1 invoice;
- 14.2 certificate of origin issued neutrally "to whom it may concern" and export permit where required;
- 14.3 weight certificates made out in the name of the Distributor or its nominee as the Distributor may stipulate from time to time;
- 14.3.1 based on weight determined by the Company's rail weighbridge or a duly certified weighbridge in a nominated port, where shipment is in bulk;
- 14.3.2 based on weights determined by the Company's weighbridge showing gross tare and net weight where shipment is in drums or packed in any other manner;
- 14.4 assay and analysis certificates showing the exact chemical and physical composition of the Material and Distributor's name and any other element upon request in writing from the Distributor.

15. TITLE, OWNERSHIP AND RISK

- 15.1 Ownership and risk in respect of the Material will pass from the Company to the Distributor at the same time as delivery of the Material from the Company to the Distributor in accordance with clause 15.2.
- 15.2 Delivery will be deemed to be completed once the Material is loaded onto the vessel nominated by or on behalf of the Distributor at the Loadport and risk will be deemed to have passed to the Distributor upon completion of loading.
- 15.3 The Distributor will accept ownership and take delivery of the Material in accordance with clause 15.2 above and will bear all risk, costs and charges incurred in respect thereof in the course of its transit and/or storage after delivery. The risk referred to in this clause will include, without limitation, loss during railage or transportation, loss during loading on board, currency fluctuation, delays, commodity price fluctuations, strikes, penalties, non-payments, product claims and credit risks and all other risks

associated with the distribution of Material as determined by this Agreement.

- 15.4 The Distributor will, at its own risk and expense, maintain or cause to be maintained on its behalf and for its benefit a stock of Material so as to be able to meet its customer's demands.
- 15.5 The Distributor will, at its own risk and expense, provide any necessary import licenses and bear the costs of any import duties or taxes, including any other taxes, fees or charges payable at the time or by reason of importation of the Material on its delivery.

16. WEIGHT AND ASSAYS

The Company's weight certificate will be determined in accordance with clause 14 above and will be final for determining the selling price. The risk for claims due to weight loss and quality difference will rest with the Distributor. In order to verify the correctness of the Company's weight certificate, the Company will supply the Distributor, if so requested with an independent calibration report, confirming that the Company's weighbridge has been calibrated and checked.

17. CONVERSION/SWOP ARRANGEMENTS

The Parties hereby record that the Parties may from time to time conclude conversion, or so called swop arrangements. The parties will agree in writing as to who will act as principal and/or agent for each specific agreement.

18. APPOINTMENT OF SUB-DISTRIBUTORS AND AGENTS

- 18.1 The Distributor will be entitled to organise an international sales network consisting of sub-distributors and agents. The operations of such network will be the sole responsibility of the Distributor.
- 18.2 The Distributor will contract independently with any agents or sub-distributors and will not, and has no legal authority or capacity to, bind the Company contractually or otherwise with such agents or the sub-distributors.

19. HEALTH HAZARDS

- 19.1 The Materials supplied by the Company in that condition in which it is sold is considered not to constitute a hazard to health or safety, provided that it is handled and used in accordance with normal accepted safe working practises. The Distributor should, for its own safeguard, consult the relevant codes of practise and factory inspectorates with regard to adequate hygiene, safety and environmental standards and enforcement thereof, with respect to handling and processing of the Material.
- 19.2 The Distributor accepts the inherent risk associated with the Material as set out in clause 19.1 and will accordingly have no claim of any kind against the Company directly or indirectly arising from death,

illness or injury of any person or damage to any property as a result of direct or indirect exposure to the Material except if the damage is the result of a breach of contract by or gross negligence or wilful intent of the Company.

20. CONFIDENTIALITY

- 20.1** Each party acknowledges that all material and information which has or will come into the possession or knowledge of the other in connection with this Agreement or the performance of the obligations hereunder, consists of confidential and proprietary information, which, if disclosed to third parties, might be damaging to the proprietor thereof.
- 20.2** Both parties therefore agree to hold such materials and information in the strictest confidence, not to make use thereof other than in the performance of the obligations under this Agreement, to release it only to its officers, employees and professional advisors requiring such information for purposes of the performance of this Agreement, or to governmental departments or agencies as required by law and not to release or disclose it to any other party.
- 20.3** Neither party will use the name of the other party in publicity releases or advertising or for other promotional purposes, without securing the prior written approval of the other party.
- 20.4** Notwithstanding the above, the Company agrees that the Distributor may make all necessary information available that might be required by a third party in connection with a loan facility to the Distributor.
- 20.5** The parties agree that the provision of this clause will survive the termination of this Agreement.

21. FORCE MAJEURE

- 21.1** Neither the Distributor nor the Company will be liable for loss or damage sustained by reason of their failure to perform their obligations under this Agreement if the failure results from any event beyond reasonable control, including without limitation one or more of the following, namely, act of God, any law, decree, regulation or Governmental authority, epidemic, flood, earthquake or like natural disaster, strikes, lock-outs or other labour disputes, embargo, or inability to obtain supplies, provided however that the party whose performance has been prevented will give notice within a reasonable time to the other parties of the nature thereof and the date such condition commenced and will further give written notice within a reasonable time after the condition will have ended.
- 21.2** The affected party will use its best endeavours to terminate the circumstances giving rise to the force majeure, and upon termination of the event giving rise thereto, will forthwith give notice thereof by telefax, telephone or cablegram to the unaffected party.

- 21.3** Notwithstanding any other obligations of this clause 21, the purchaser will be obliged to accept delivery of and pay for any Material which has been booked aboard a vessel prior to the seller being advised by the purchaser of any force majeure.
- 21.4** The requirement that any force majeure will be remedied with all possible diligence will not require the settlement of strikes, lockouts, or other labour difficulties by the party concerned on terms contrary to its reasonable wishes. The manner in which all such labour difficulties will be handled will be entirely within the discretion of the party concerned.

22. BREACH

- 22.1** In the event of either party ("the defaulting party") committing a breach of any of the provisions of this Agreement, then the party not in breach ("the aggrieved party") will be entitled to give the defaulting party notice in writing to remedy the breach.
- 22.2** If the defaulting party fails to comply with that notice within 30 days of the date of posting thereof, the aggrieved party will be entitled to cancel this Agreement or to claim specific performance, in either event, without prejudice to the aggrieved party's right to claim damages.
- 22.3** The remedies of either party in terms of this Agreement will not be exhaustive and will be in addition to and without prejudice to any other rights they may have, under common or statutory law, but excluding goodwill and consequential loss.

23. TERMINATION

- 23.1** Each party will have the right at any time by notice in writing to the other party terminate the Agreement forthwith if the other party enters into liquidation whether compulsory or voluntarily (otherwise than for the purpose of amalgamation or reconstruction) or compounds with its creditors or takes or suffers any similar action in consequence of debt.
- 23.2** In the event of termination of this Agreement, any orders placed by the Distributor and any contractual as well as contingent commitments made by the Distributor prior to the date thereof will be fulfilled by the Company in accordance with the terms of this Agreement.

24. ASSIGNMENT

Neither party will be entitled to assign any of its rights or obligations hereunder without prior written consent of the other party, which consent will not be unreasonably withheld. This restriction does not apply to the right of the Distributor to assign this contract to any company, associate, subsidiary or holding company within the Kermas Group of companies on giving written notice to that effect to the Company. Notwithstanding the aforementioned, the parties record that the Distributor is in the process of obtaining financing

from a third party financier (“the Financier”) and agree that upon finalisation of the financing the Distributor will provide notice of the identity of the Financier who will be the beneficiary of a stipulatio alteri stipulated in this clause and such a beneficiary will be the sole beneficiary under this stipulation alteri. In particular, the parties agree that the Distributor may cede all its rights, title and interest in terms of this agreement to the Financier in securitatem debiti for any debt it may owe to the Financier. Furthermore, the Distributor may conclude a call agreement or any similar arrangement with the Financier in terms of which the Financier may, upon default by the Distributor in terms of any agreement with the Financier, take cession of all the rights, title and interest and delegation of all obligations in terms of this agreement of the Distributor at no cost and that the Financier may cede and delegate same to any third party thereafter. This clause shall constitute the aforementioned stipulatio alteri in favour of the Financier who shall be entitled to accept the benefits at any stage.

25. NOTICES

25.1 All notices will be in writing and sent by :

25.1.1 registered post and will be deemed to have been received on the seventh day after the date of such posting unless the contrary be proved; or

25.1.2 by facsimile and will be deemed to have been sent on the day following the day of faxing (subject to the sender producing a confirming “sent form”)

25.2 The parties choose the following addresses as their respective *domicilia citandi et executandi* for the purpose of any notices to be sent in terms of this Agreement :

25.2.1 Company : Samancor Chrome Limited

Postnet Suite 803

Private Bag X9

Benmore

2010

Republic of South Africa

25.2.2 Distributor : Samchrome Limited

2nd Floor

St Anne Street

Floriana

26. GENERAL

- 26.1 This Agreement constitutes the sole record of this agreement between the parties.**
- 26.2 Neither party will be bound by any representation, warranty, promise or the like not recorded herein.**
- 26.3 No addition, variation of, or agreed cancellation of any of the provisions of this Agreement, including this clause, will be of any force or effect unless in writing and signed by an authorised representative of each party. The parties agree that such variations may be effected by telefax and be done by the Company on a divisional basis. The parties agree that no addition, variation of, or agreed cancellation of any of the provisions of this Agreement, including this clause, will be of any force or effect unless the Financier, if applicable, as defined in clause 24 have agreed in writing prior thereto, nor shall any party agree to any waiver of any rights or provide any consent or condone any act contrary to the terms of this agreement without the prior written agreement of the Financier. This clause shall constitute a stipulatio alteri in favour of the Financier who shall be entitled to accept the benefits at any stage.**
- 26.4 No indulgence which one party may grant to the other will constitute a waiver of any of the rights of the party granting such indulgences and such party will not thereby be precluded from exercising any rights against the party who was granted such indulgence which may have arisen in the past or which may arise in the future.**
- 26.5 Should any dispute, disagreement or claim arise between the parties (called hereinafter the dispute) concerning this Agreement the parties will try to resolve the dispute by negotiation. This entails that the one party invites the other in writing to meet and attempt to resolve the dispute within seven (7) days from the date of the written invitation. If this dispute has not been resolved by such negotiations, the parties will submit the dispute to mediation administered by the Arbitration Foundation of Southern Africa (AFSA), upon terms set by the AFSA Secretariat. Failing such a resolution, the dispute, if arbitrable in law, will be finally resolved in accordance with the Rules of AFSA by an arbitrator or arbitrators appointed by the AFSA.**

27. APPLICABLE LAW

This Agreement will be governed by the laws of the Republic of South Africa.

