

13 June 2018

The AFRINIC Governance Committee  
African Network Information Centre (AfrinIC) Ltd  
11<sup>th</sup> Floor Standard Chartered Tower  
Cybercity  
EbèneSuite 515, St. James Court  
St. Denis Street  
Port Louis  
Mauritius☎ : (230) 211 9300  
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✉ : info@bc.intnet.mu

Dear Sir/Madam,

**RE: Report on certain allegations formulated against certain staff and members of the board of AfrinIC**

1. I refer to our exchange of emails with Zeimm Auladin-Suhootoorah in relation to the above subject-matter.
2. I understand that AfrinIC wishes to retain our services, specifically to produce a report based on the investigation carried out earlier (the 'Report'), which will:
  - (i) comply with the Data Protection Act 2017 and any other relevant privacy and/or confidentiality laws;
  - (ii) mitigate any risk of litigation against AfrinIC by or on behalf of any individual named in the Report and/or based on any content thereof; and
  - (iii) be suitable for publication having regard specifically to the law of defamation, criminal and civil.
3. I understand that advising AfrinIC is a priority matter and have agreed to devote the resources necessary to effectively and efficiently represent the interests of AfrinIC. I will have overall responsibility for and direct and continuous involvement in the assignment. I will be assisted by Nadeem Lallmamode.
4. Based on our experience of similar work and the information presently available to us on this assignment and subject to the assumptions set out in paragraph 5, we estimate our overall fees for providing the Report to be USD 5,000 (excluding costs, disbursements, and any applicable tax).
5. For the purposes of determining our fees, we have made the following assumptions (the 'Assumptions'):
  - (i) we will not carry out more than two (2) revisions to the Report; and
  - (ii) our scope of work is limited to providing the Report referred to in paragraph 2.
6. If any or our Assumptions is incorrect or additional services are required, we shall charge for such additional time and/or additional services at a blended hourly rate of USD 450 (excluding costs, disbursements and any applicable tax).
7. We will submit the Report within 10 days of the signature of our letter of engagement.

8. We will charge for disbursements at cost. We will raise our invoices for payment within fourteen (14) days of issue.
9. AfrINIC will be responsible for the payment of our fees, disbursements and expenses.
10. The scope of our work will be limited to the matters set out in this letter. All additional services will be subject to separate fee proposals as and when such services are required.
11. This letter will be governed and construed in accordance with Mauritius law.
12. We shall be grateful if you would confirm in writing the terms of our engagement by signing and returning the attached copy of this letter.

Yours sincerely,



Rishi PURSEM, SC

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**CONFIRMATION OF TERMS OF APPOINTMENT**

I/We agree to the terms of your engagement as set out in your letter dated 13 June 2018.

Signed:  .....

Date: 15 June 2018 .....

Position: CEO, AFRINIC .....