Terms and Conditions

1. INTERPRETATION

1.1. Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below will, when used in this Agreement, bear the meanings ascribed to them and cognate words and expressions will bear corresponding meanings:

1.1.1. AFFILIATE – any Entity which is a "subsidiary" or "holding company" of either Party or which forms part of such Party's group of companies (as the case may be) and/or their successors and/or assigns in title and any person or entity controlling, controlled by or under common control of a Party;

1.1.2. CUSTOMER AGREEMENT – this Agreement including Annexure "A" and the "Terms of Use" together with all addenda and annexes hereto;

1.1.3. ANTI-BRIBERY AND CORRUPTION LAWS – FICA, the POCA ACT, or any other anti-bribery and corruption laws (including, but not limited to, the Bribery Act, 2010 of the United Kingdom and the Foreign Corrupt Practices Act, 1977 of the United States), or any other national or international regulatory enactment of similar import that may have a bearing on the activities of the CUSTOMER;

1.1.4. API – an application programming interface allowing for the integration of the Platform and the Customer System;

1.1.5. ASSOCIATION – without limitation, includes CBA, SACRRA, NCR (NCA), DMA, SAFPS and any other regulatory entity which regulates the provision of Consumer Credit Information and/or the provision of services similar to the Services;

1.1.6. BUSINESS DAYS – Monday to Friday between the hours of 08:00 to 17:00, excluding Saturdays, Sundays or a day which, from time to time, is proclaimed a public holiday in the Republic of South Africa;

1.1.7. COMPANY – namely Easy Debit Payment Solutions (Pty) Limited, a private company duly registered as such with its principal place of business at 6 Florence Avenue, Bedfordview, Johannesburg 2007, also referred to herein as a Party;

1.1.8. COMPANY INTELLECTUAL PROPERTY – the Intellectual Property is proprietary to the Company used in connection with the Services;

1.1.9. CONFIDENTIAL INFORMATION – in respect of either Party, all information of a confidential nature (whether intangible or tangible) and owned in whole or in part and/or relating to and/or developed in connection with and/or in support of the Disclosing Party, including the terms and conditions of this Agreement, including without limitation, confidential information contained in:

1.1.9.1. financial information and business information and processes of that Party;

1.1.9.2. information relating to that Party's existing and future strategic objectives and planning and marketing;

1.1.9.3. information relating to that Party's business activities, business relationships, customer names, products and services;

1.1.9.4. price lists and pricing policies;

1.1.9.5. technical, scientific, commercial, market information;

1.1.9.6. data concerning business relationships and processes;

1.1.9.7. information concerning that Party's systems, hardware and/or software, or the incidence of such faults or defects;

1.1.9.8. information concerned with discoveries, research, developments, methods, processes, procedures, improvements and compilations;

1.1.9.9. market research, marketing techniques and plans conducted or drawn up by that Party;

1.1.9.10. notes analyses, compilations, studies, interpretations;

1.1.9.11. INTELLECTUAL PROPERTY;

1.1.9.12. any other information which relates to the business of the Disclosing Party which is not readily available in the normal course of business to competitors and which may come to the knowledge of the recipient, whether graphic, written or oral;

1.1.9.13. PERSONAL INFORMATION over which data of either Parties may have permanent or temporary supervision and which data is capable of being transmitted manually or automatically;

1.1.9.14. howsoever recorded, stored or manifested, whether oral or in writing, machine-readable, demonstrative, graphic or other form, which comes into possession or under the control of the Receiving Party in any manner whatsoever, in the course of negotiations, involvement and discussions with the Disclosing Party, but will specifically exclude information:

1.1.9.15. which is or comes into the public domain other than pursuant to a breach of this Agreement by either Party;

1.1.9.16. that was known by either Party prior to receipt of the information from the Disclosing Party was developed by the Receiving Party without reference to the information provided by the Disclosing Party;

1.1.9.17. was disclosed to the Receiving Party from a third-party who is not under a similar duty of confidentiality;

1.1.9.18. required to be disclosed by an order of Court or in terms of applicable law or regulations;

1.1.9.19. information disclosed by the Disclosing Party with the Disclosing Party's prior written consent;

1.1.10. CONSUMER CREDIT INFORMATION – in respect of a Data Subject, their consumer credit information as defined in the NCA;

1.1.11. CORRUPT PRACTICE – the offering, giving, receiving and/or soliciting, directly or indirectly, anything of value to influence improperly the actions of another person. For the sake of clarity, the definition of corrupt practice includes the following:

1.1.11.1. any payment or anything else of value to any official of any government or public international organisation (including

any officer or employee of any government department, agent or instrumentality) to influence or reward his or its decision, or to gain any other advantages for either Party in connection with the Agreement;

1.1.11.2. any payment or anything else of value to any representative of a private enterprise (whether for profit or otherwise) to improperly, dishonestly and outside the ordinary course of ethical business practice, influence or reward his or its decision, or to gain any other advantage; and/or

1.1.11.3. any act or omission that constitutes a contravention of any Anti-Bribery and Corruption Laws;

1.1.12. CUSTOMER – the PARTY to this Agreement as agreed to and described in Annexure "A";

1.1.13. CUSTOMER ENTITIES – the Customer, the Customer's Representatives, every Group Companyand all Group Companies' Representatives

1.1.14. CUSTOMER SYSTEM – the Customer's network and/or software application that receives, uses, displays and Processes Data and/or Output and is solely developed by or for the Customer and is owned by the Customer;

1.1.15. DATA – any data, including Personal Information and/or Consumer Credit Information of any Data Subject;

1.1.16. DATA SUBJECT – a data subject as defined in POPI whose Personal Information is Processed by the Customer;

1.1.17. DISCLOSING PARTY – the Party that discloses Confidential Information to the Receiving Party (as the case may be);

1.1.18. EFFECTIVE DATE – the date specified in annexure "A" to this Agreement, notwithstanding the Signature Date;

1.1.19. ENTITY(IES) or PERSON - includes any natural or juristic person, association, business, close corporation, company, charity, concern, enterprise, firm, partnership, joint venture, trust, undertaking, voluntary association, body corporate, syndicate and any association of persons or similar entity;

1.1.20. FEES – any and all coststhat the Customer will pay the Company per Service or Transaction, as contemplated in Annexure "A";

1.1.21. FICA – the Financial Intelligence Centre Act, No. 38 of 2001;

1.1.22. FORCE MAJEURE – includes but is not limited to the following:

1.1.22.1. any exceptional events or circumstances which are beyond a Party's reasonable control, related to acts of God or superior force which is a natural cause, which, having arisen, such PARTY could not reasonably have avoided or overcome by the exercise of prudence, diligence and care; and which is not attributable to the fault of the other Party;

1.1.22.2. unavoidable accidents, war, hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, terrorism, revolution, insurrection, military or usurped power, civil war, riot, commotion, disorder, strike or lockout by persons other than that Party's personnel and that of its subcontractors, epidemics or quarantine restrictions, embargoes, blockages, or other actions, restrictions, regulations, or order of any government agency, sabotage, fire, explosions, freight delays occasioned by carriers or delays of that Party's suppliers; natural catastrophes such as earthquake, floods, hurricane, typhoon or volcanic activity;

1.1.22.3. power outages, loss of connectivity, network disruption, data corruption and/or loss; and the like;

1.1.23. GROUP – the Customer and each Group Company;

1.1.24. GROUP COMPANY and GROUP COMPANIES - any subsidiary of the Customer, where-ever it may be incorporated;

1.1.24.1. any partnership, unincorporated joint venture or trust in which the Customer has a, direct or indirect, partnership or beneficial interest of 50% (fifty percent) or more; and

1.1.24.2. any company, partnership, unincorporated joint venture or trust which is controlled by the Customer,

1.1.24.3. in each case, to the extent that it is required by International Financial Reporting Standards to be consolidated or proportionately consolidated by the Customer for accounting purposes; and

1.1.24.4. a group of companies and all of its subsidiaries;

1.1.25. INITIAL PERIOD – with effect from the Effective Date, the period specified on the annexure "A" of this Agreement;

1.1.26. INPUT – the integrated submission files populated by the Customer and/or its Users including Data and any other data or assistance that the Company requires from the Customer to perform the Services effectively and/or timeously;

1.1.27. INTELLECTUAL PROPERTY – all trademarks, trade names, service marks, trade dress and logos, whether registered and/or unregistered, and all goodwill associated with such trademarks, trade names, service marks, trade dress and logos; patents and any designs or applications for the same; copyrights and copyrightable works (including drawings, designs, graphics, artworks, in any format, and all drafts or preliminary versions of any of the foregoing); rights protecting goodwill and reputation, know how, domain names and Universal Resource Locators (URLs); databases and database rights; graphics; schematics; marketing material and marketing data; sales and user data; topography rights; trade secrets, including confidential know-how, inventions, specifications, and processes; moral rights; computer software programs (in both source and object code form, and including any programmers' or developers' notes, flow charts, memoranda and design documents); application programming interfaces; protocols; and any renewal, extension, reissue, continuation, applications and/or registrations (whether pending or not) for any of the foregoing; and all rights or forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and in relation to the COMPANY includes the PLATFORM;

1.1.28. LOSSES – damages, losses, costs and expenses of whatsoever nature, including but not limited to all penalties imposed by any competent authority and the claims made against a Party and/or a Source, or any legal and professional costs on an attorney and client scale, whether or not reasonably foreseeable by the Parties;

1.1.29. MATERIAL ADVERSE EFFECT – a material adverse effect on:

1.1.29.1. the Company's financial condition;

1.1.29.2. the continued provision, implementation and/or usage of the Services;

1.1.29.3. the COMPANY'S ability to obtain OUTPUT from any applicable Source;

1.1.29.4. the commercial viability of this Agreement vis-à-vis the Company;

1.1.29.5. the carrying on of the Company's business or operations; and/or

1.1.29.6. the ability of the Company to comply with its obligations under this Agreement;

1.1.30. NCA – National Credit Act, 34 of 2005 together with the Regulations;

1.1.31. OUTPUT – any Personal Information and/or Consumer Credit Information received from a Source and delivered to the Customer pursuant to the delivery of the Services, which Output may be incorporated into a Report;

1.1.32. PARTIES – the Comapny and the Customer and "Party" will mean either of them as the context may indicate;

1.1.33. PERSONAL INFORMATION – any information of any Data Subject which may be defined or regulated as "Personal Information" in terms of POPI and/or any other existing or future legislation in the RSA;

1.1.34. PLATFORM – the web-based platform developed, designed and owned by the Company integrated with the Customer's System for the purposes of provision of the Services;

1.1.35. POCA ACT – the Prevention and Combating of Corrupt Activities Act No. 12 of 2004;

1.1.36. POPI – Protection of Personal Information Act, 4 of 2013;

1.1.37. PROCESS – any operation or activity or any set of operations, whether or not by automatic means, concerning Data, including its collection, receipt, recording, organisation, collation, storage, updating or modification, merging, linking, blocking, degradation, erasure or destruction retrieval, alteration, consultation, testing or use, dissemination or distribution by any means;

1.1.38. RECEIVING PARTY – the Party that receives Confidential Information from the Disclosing Party (as the case may be);

1.1.39. REPORTS – any report and/or bank statement and/or documentation generated by the Platform pursuant to delivery of the Services;

1.1.40. REPRESENTATIVES – employees, officers, directors, shareholders, agents or representatives, of any Entity, including, without limitation its professional advisors;

1.1.41. RSA – Republic of South Africa;

1.1.42. SANCTIONED ENTITY means:

1.1.42.1. a person which is listed in a Sanctions List or is subject to Sanctions; or

1.1.42.2. a person which is ordinarily resident, organised or operating in a country or territory which is listed on a Sanction List or is subject to Sanctions;

1.1.43. SANCTIONED TRANSACTION – any transaction that is prohibited by, or would cause any breach of, Sanctions;

1.1.44. SANCTIONS – trade, economic or financial sanctions, embargoes or restrictions imposed or applied pursuant to applicable Laws and regulations which are administered or enforced from time to time by any Sanctions Authority;

1.1.45. SANCTIONS AUTHORITY means:

1.1.45.1. the government of the RSA;

1.1.45.2. the United Nations;

1.1.45.3. the European Union;

1.1.45.4. the government of the United States of America;

1.1.45.5. the government of the United Kingdom;

1.1.45.6. the government of the Republic of France, and

1.1.45.7. any of their applicable and authorised governmental authorities, including, without limitation, the South African Financial Intelligence Centre ("FIC"), the Office of Foreign Assets Control ("OFAC") for the US Department of Treasury, the US Department of Commerce, the US State Department or the US Department of the Treasury, Her Majesty's Treasury ("HMT"), the Bank of England and the French Ministry of Finance;

1.1.46. SANCTIONS LIST means:

1.1.46.1. the Targeted Financial Sanctions List maintained by FIC;

1.1.46.2. the Specially Designated Nationals and Blocked Persons List maintained by OFAC;

1.1.46.3. the Consolidated List of Financial Sanctions Targets and the Investments Ban List maintained by HMT, and

1.1.46.4. any similar list maintained, or a public announcement of a Sanctions designation made by any Sanctions Authority, in each case as amended, supplemented or substituted from time to time;

1.1.47. SERVICES – the Company's various products and services as contemplated in each of the Terms Of Use;

1.1.48. SIGNATURE DATE – the date upon which the last Party hereto signs annexure "A";

1.1.49. SOURCE – the third-party and/or Governmental Entities from which the Company sources the data Subject's information in the provision of the Services;

1.1.50. TERM – the Initial Terms and any renewal period as contemplated in clause 2.1;

1.1.51. TERMS OF USE – the terms of use of the various Services referred to in this Agreement and as updated or added by the Parties;

1.1.52. TERMS AND CONDITIONS – these terms and conditions recorded in clauses 1 to 23.14.2 (inclusive) of this Agreement;

1.1.53. TRANSACTION(S) – any request(s) by the Customer/s and/or User/sto the Company for any service/s to be delivered to the Customers;

1.1.54. USERS – the third-parties appointed and/or authorised by the Customer to access the Platform and/or use the Services, including without limitation, the Customer's employees and/or clients;

1.1.55. VAT – Value Added Tax as envisaged in the Value Added Tax Act, 89 of 1991.

1.2. This Agreement includes the following annexes, which must be read as if specifically incorporated herein:

1.2.1. ANNEXURE "A" – Application for Services;

1.2.2. TERMS OF USE – the Terms of Use for each of the Services elected by the Customer.

1.3. In the event of a conflict between any of the terms contained in the documents forming part of this Agreement then the Parties agree that, in respect of such conflicting terms only, the documents will take the following order of precedence:

1.3.1. firstly, the Terms and Conditions of this Agreement;

1.3.2. secondly, the Terms of Use for each Service in accordance therewith;

1.3.3. thirdly, the provisions of Annexure "A".

1.4. Unless any annexure provides otherwise, any annexure to this Agreement will be deemed to be incorporated in and form part of this Agreement.

1.5. Clause and paragraph headings are for purposes of reference only and will not be used in interpretation.

1.6. Any reference in this Agreement to a "third-party" will be a reference to any Entity that is not a signatory to this Agreement.

1.7. Unless the context clearly indicates a contrary intention, any word denoting any gender includes the other gender, the singular includes the plural and vice versa, natural persons includes artificial persons and vice versa and insolvency includes provisional or final sequestration, liquidation or business rescue proceedings.

1.8. When any number of days is prescribed such number will exclude the first and include the last day unless the last day falls on a Saturday, Sunday, or a public holiday in the RSA, in which case the last day will be the next succeeding day which is not a Saturday, Sunday or a public holiday in the RSA.

1.9. If a day for payment of any amount due in terms of this Agreement falls on a day which is not a Business Day, then the relevant date for payment will be the following Business Day.

1.10. A reference to days (other than to a Business Day), months or years will be a reference to calendar days, months or years, as the case may be.

1.11. When any time or date is referred to in this Agreement the same will be deemed to be a reference to such time and/or date, as the case may be, in the RSA.

1.12. Where figures are referred to in numerals and in words and there is any conflict between the numerals and words, the words will prevail.

1.13. No provision herein will be construed against or interpreted to the disadvantage of any Party by reason of such Party having or being deemed to have structured, drafted or introduced such provision.

1.14. The use of the word "including" followed by specific examples will not be construed so as to limit the meaning of the general wording preceding it.

1.15. Any reference to any statute, regulation or legislation is a reference to such statute, regulation or legislation as at date of signature hereof and as amended or substituted from time to time.

1.16. If any provision in a definition is a substantive provision confirming any right or imposing any obligation on any party, then notwithstanding that it is only in the definition clause, effect will be given to it as if it was a substantive provision in this Agreement.

1.17. Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, will bear the same meaning as ascribed to it for all purposes in terms of this Agreement, notwithstanding that the term has not been defined in the definitions and interpretations clause.

1.18. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement will survive any termination or expiration of this Agreement and continue in full force and effect notwithstanding that the clauses themselves do not expressly provide for this.

1.19. The terms 'subsidiary' and 'holding company' will bear the meaning ascribed to them in terms of the Companies Act, No.71 of 2008 (as amended).

1.20. Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be treated as having not been written (i.e. pro non scripto) and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

1.21. The use of any expression covering a process available under RSA law (such as but not limited to a winding-up) will, if any of the Parties is subject to the law of any other jurisdiction, be interpreted in relation to that PARTY as including any equivalent or analogous proceeding under the law of such other jurisdiction.

2. COMMENCEMENT AND DURATION

2.1. Term

2.1.1. Subject to clause 16.1, this Agreement will commence on the Effective Date and will endure for the Initial Period.

2.1.2. The Company may terminate this Agreement at any time upon at least 30 (thirty) days written notice to the Customer.

2.1.3. Subject to the terms and conditions of this Agreement, the Customer may not terminate this Agreement prior to the expiry of the Initial Period. If the Customer wishes to terminate this Agreement at the end of the Initial Period, the Customer must deliver to the Company written notice of its intention to terminate the Agreement at least 30 (thirty) days prior to the end of the Initial Period, which termination will take effect at the end of the Initial Period. If the Customer does not deliver a notice of termination as aforesaid, this Agreement will automatically renew after the Initial Period on a monthly basis until terminated by either Party upon 30 (thirty) days' written notice.

2.1.4. If, after the Signature Date, the Parties wish to add a Service, the Parties will accept the Terms of Use for such Service in writing, which Terms of Use will be incorporated into this Agreement as an annexure. In the event of this Agreement

terminating, any such additional Terms of Use will terminate with the termination of the Agreement unless otherwise agreed upon between the Parties in writing.

2.2. Summary termination by the Company

Notwithstanding the provisions of clause 2.1, the Company will have the right at any time during the Term to terminate the Agreement by giving the Customer, 3 (three) days' notice of such termination in any of the following events:

2.2.1. if the Customer is placed under business rescue proceedings, enters into liquidation or is sequestrated whether compulsorily or voluntarily, provisional or final (otherwise than for the purpose of amalgamation or reconstruction), or compounds with its creditors or takes or suffers any similar action in consequence of thereof;

2.2.2. if from any cause whatsoever, the Customer is prevented from performing its duties hereunder for a period of 1 (one) month or for a total period of 3 (three) months in any one period of 12 (twelve) calendar months;

2.2.3. if the Customer is guilty of any conduct which in the opinion of the Company is prejudicial to the Company's interests;

2.2.4. if any license, permit, certificate, consent or exemption or other legal requirement of a material nature and without which the Company is unable to provide the Services, or where such has expired, been withdrawn, discontinued, replaced, terminated or refused for a reason beyond the Company's reasonable control. The Company undertakes to notify the Customer as soon as reasonably possible after becoming aware of any such circumstances;

2.2.5. if the Customer commits an irremediable breach which is not capable of being remedied, such as a breach of the Customer's obligations contemplated in clause 17 or a contravention by the Customer of its warranties and undertakings in terms of clause 18.

3. CONSEQUENCES OF TERMINATION

3.1. Upon the termination of this Agreement:

3.1.1. the Customer will immediately stop using the Services and/or making the Services available for use by Users;

3.1.2. all amounts owed by the Customer to the Company for the Services will become immediately due and payable; ;

3.1.3. the Customer's links to the Platform will be immediately disabled;

3.1.4. neither Party will be entitled to continue using the other Party's name and/or Intellectual Property and each Party will immediately cease holding out that it is in any way connected to the other Party in respect of this Agreement and/or the Services;

3.1.5. the Customer will not be entitled to any of the benefits arising from this Agreement after the termination date;

3.1.6. the Customer will, within 7 (seven) days of termination, promptly return to the Company or otherwise dispose of as the Company may instruct, advertising material, specifications and other materials, documents and papers whatsoever sent to the Customer and relating to the Services and/or the business of the Companu (other than correspondence between the Company and the Customer) and all property of the Company which the Customer may have in its possession or under its control;

3.1.7. save as otherwise provided for in law, the Customer will delete and remove all Services from the Customer System, websites, servers, computer terminals, workstations and data files;

3.1.8. the Customer will immediately delete all copies of the Platform and/or copies of the Company's source code in the Customer's possession;

3.1.9. the Custoemr will immediately return to the Company all hardware and equipment provided by the Company on rental basis;

3.1.10. any Confidential Information and Intellectual Property owned by and/or developed by either of the Parties will be the property of such Party; and

3.1.11. the Company will be entitled to retain Input, Data and Confidential Information in order to comply with any lawful obligations and legislation;

3.1.12. subject to clause 3.1.11, each of the Parties will return to the other all Confidential Information, equipment, computer software, records database, files, material, documentation and assets, which originated from the other Party, including any copies which may have been made of the aforesaid to the extent there are any.

3.2. Each of the Parties will within 30 (thirty) days of the termination date deliver to the other Party a written certification confirming that it has complied with all of its termination obligations contemplated in this Agreement. The Company will be entitled to send auditors to the Customer's premises to verify its confirmation of compliance with the aforesaid and the Customer will co-operate and assist the auditors with such verification procedure.

3.3. If this Agreement terminates as a result of:

3.3.1. the Customer's breach, willful misconduct, fraud and/or negligence;

3.3.2. summarily as contemplated in clause 2.2, then the Customer hereby indemnifies and holds harmless the Company, its directors, employees, agents and Representatives against any and all Losses that the Customer and/or any third-party may suffer as a consequence of the suspension or termination of the Services.

4. PROVISION OF THE SERVICES

4.1. Subject to the Customer paying the Fees, and to the restrictions contemplated in this Agreement, the Company hereby grants to the Customer a non-exclusive and revocable right to use the Services solely for the Customer's internal business purposes.

4.2. The Customer and/or its Users will access the Platform and the Services through either an API or through a URL provided by the Company.

5. COMPLIANCE DOCUMENTS AND VETTING

5.1. The Parties may vet the other prior to entering into this Agreement. The Parties hereby undertakes to furnish the one another, as soon as possible upon request, with all documents required from time to time including, inter alia, registration documents, FICA documents, bank account

verification documents and VAT registration documents, to enable to mutual vetting by verifying the accuracy of all of such documentation against information contained in various databases ("Vetting").

5.2. The Parties hereby consent to the Vetting as contemplated in clause 5.1. If the results of the Vetting are unacceptable to the Company or if the Customer has an adverse financial position based on the results of the Vetting, the Company may at its absolute sole discretion request the Customer to pre-pay for any SERVICES as contemplated in clause 10.3 at any time during the currency of this Agreement.

6. CUSTOMER RIGHTS AND OBLIGATIONS

6.1. Customer System and Integration

The Customer is solely responsible for providing, operating and maintaining the Customer System as well as serving, operating and maintaining the integration of the Customer System with the Platform.

6.2. Restrictions

The Customer may not:

6.2.1. use and/or Process any Output in any manner or for any purpose other than as contemplated in this Agreement;

6.2.2. reverse engineer, decompile or attempt to discover any source code or underlying algorithms of the Platform or the Services;

6.2.3. undertake any additional development of the Platform and/or Services without the Company's prior written consent;

6.2.4. under any circumstances on-sell to consumers any credit bureau or system generated information for gain;

6.2.5. make for any purpose, including for error correction, any alterations, modifications, additions or enhancements to the Platform and/or the Services;

6.2.6. subject to the required integration of the Platform with the Customer System, merge or combine the whole or any part of the Services and/or Platform with any other computer software and/or materials without the prior written consent of the Company;

6.2.7. make any warranties, assurances or statements concerning the features of the Platform and Services that are misleading or materially divergent from any documentation and/or statements provided by the Company; and/or

6.2.8. act or omit to act in any way which may damage any property of the Company or howsoever cause the quality and/or reputation of the Platform and the Services and/or the Company to be impaired.

6.3. Resolve Company queries

6.3.1. The Customer must comply with Company requests and queries within 48 (forty-eight) hours to enable the Company to render the Services effectively and timeously or for such a longer period as the Parties may agree upon. If the Company's requests and queries are not attended to by the Customer as contemplated herein, the Company will be entitled to suspend the Services and/or place any Transactions on hold, pending the Customer providing the Company with a satisfactory resolution to the request or query.

6.3.2. Save in the event of the gross negligence and/or fraud on the part of the Company, the Customer hereby indemnifies and holds harmless the Company, its directors, employees, agents and Representatives against any Losses, now and in the future, that the Customer and/or a third-party may suffer arising from the suspension of Services as contemplated in clause 6.3.2.

6.4. Accessing the Platform and/or the Services

6.4.1. To access the Platform and/or the Services, the Customer must have an access device which meets the minimum requirements as specified by the Company and the Customer must have a connection to the internet.

6.4.2. Certain access devices and operating software may not be compatible with the Platform and/or the Services due to limitations or constraints specific to the access device or the software and it is the Customer's responsibility to ensure that their devices and software are compatible. Company will provide the Customer with the specifications in this regard.

6.4.3. The Company will not be responsible for the Customer's inability to access the Platform and/or the Services due to limitations of the Customer's device(s). The Customer is responsible for obtaining and maintaining the access devices, adequate internet access, and all information technology and telecommunication software, materials, infrastructure and the like required to access the internet and access/utilise the Platform and/or the Services, and the Customer will bear all costs relating thereto.

6.4.4. The Company is not responsible for any internet access charges, service provider charges and data usage charges.

6.4.5. Save in the event of gross negligence and/or fraud on the part of the Company, the Customer hereby indemnifies and holds harmless the Company, its directors, employees, agents and representatives against any Losses, now and in the future, that the Customer and/or a third-party may suffer arising from:

6.4.5.1. the inability of the Customer and/or Users to access the Platform and/or Services; and/or

6.4.5.2. interruptions in accessing the Services as result of the Customer and/or its User's lack of connectivity, infrastructure and/or power supply from any cause howsoever or whatsoever arising.

6.4.6. Should the Platform and/or the Service become unavailable for a period exceeding 48 hours, and in the absence of Company's intervention, support, and reasonable efforts to restore the Platform and/or the Services, the Customer may terminate the Agreement with immediate effect.

6.5. Data security

6.5.1. The Customer will install, implement and maintain the necessary software and IT security systems to ensure that no destructive elements are introduced into the Platform or its network. Destructive elements includes, but is not limited to code that:

6.5.1.1. is intentionally designed to disrupt, disable, harm or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Platform,

any hosted servers, software, hardware, computer systems or networks, or any other associate hardware, software, firmware, computer systems or network used in the provision of the Services to Customers; or

6.5.1.2. would disable the Company's software, hardware, computer systems, Services, Platform and/or network or impair in any way their operation based on the elapsing of a period of time, advancement to particular date or numeral; or

6.5.1.3. would permit an unauthorised person to access the Company's software, URL, Platform, Services, hardware, computer systems or network of an/or of third-parties to cause a disruption, disablement, harm or impairment, or which contains any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such programs to cease functioning; or that can cause damage to data, storage media, programs, equipment or communications, or otherwise interfere with the operations thereof.

6.5.2. The Customer will comply with and procure that all of its Customer Entities, contractors, employees, agents and service providers abide by the Company's policies, security requirements and processes relating to the transmission and Processing of Data, clause 17. and any other information between the Company, the Customer and/or the User.

6.5.3. The Customer must ensure that it has taken reasonable technological measures in accordance with industry standards for security to ensure adequate protection of all Data, Input and Output.

6.5.4. The Customer must immediately notify the Company in writing of any breach or attempted breach of security in relation to the Services, the Platform and/or the Customer System of which it becomes aware and it will take reasonable steps to prevent a recurrence thereof and to mitigate the effects of such breach. The Company will be entitled to fully investigate such breach or attempted breach and the Customer will give the Company its full co-operation with such investigation by granting the Company access to the Customer System and all relevant documents and records immediately upon the Company's request therefor.

6.5.5. Save in the event of the gross negligence and/or fraud on the part of the Company, the Customer hereby indemnifies and holds harmless the Company, its directors, employees, agents and Representatives against any Losses, now and in the future, that the Customer and/or a third-party may suffer arising from loss, corruption, unlawful intrusion, wrongful alteration, unauthorised disclosure or access by any unauthorised third-parties (including online access) of the Platform and/or any Data.

6.6. Audit trails and data retention

6.6.1. Subject to clause 6.5.4, the Customer undertakes and agrees that by the Effective Date, it will have implemented an effective audit trail for each and every Transaction and it will make such audit trails available to the Company within 14 (fourteen) days upon request from the Company.

6.6.2. Without limiting the generality of the afore-going, the Customer will retain Data, Input, Output, audit trail and Reports for as long as the Customer is required to do so in law and in particular the NCA.

6.7. Input and Transactions

6.7.1. The Customer/User will supply the Input in the Company's prescribed format and the Customer/User must ensure that the Input is correct and complete in all respects. The Customer is responsible for the accuracy of data captured relating to any Input.

6.7.2. The Company is not obliged to check the completeness and/or correctness of such Input.

6.7.3. If the Company detects mistakes or other defects in the Input, the Company is not obliged to correct the mistakes or other defects.

6.7.4. To ensure that the proper retrieval of Output from Sources and to mitigate the potential for errors in respect of Output, all Transactions must be routed through the Customer's web service which has been integrated with the Platform in the prescribed format specifying the file layout/structure that the Customer must comply with in order to gain access to the Platform.

6.7.5. Save in the event of the gross negligence and/or fraud on the part of the Company, the Customer hereby indemnifies and holds harmless the Company, its directors, employees, agents and Representatives against any Losses, now and in the future, that the Customer and/or a third-party may suffer arising from any mistakes, errors or defects in Input as contemplated in this clause 6.7.

7. RIGHTS AND DUTIES OF THE COMPANY

7.1. To provide Services

7.1.1. The Company will use commercially reasonable endeavours to make the Services available on a continuous basis, except for:

7.1.1.1. planned maintenance carried out on dates and at times to be notified to the Customer in advance; and

7.1.1.2. unscheduled maintenance, provided that the Company has used reasonable endeavours to give the Customer at least 12 (twelve) hours' notice in advance.

7.1.2. The Company will Process all lawful Transactions in a timely manner.

7.1.3. The Customer must at all times obtain the written consent of the Data Subject to access, store, process and retrieve Data. To ensure compliance with POPI, the Company may refuse, in its absolute sole discretion, to execute any Transaction without prior notice to the Customer if in the Company's sole and absolute discretion, it determines that no prior written consent to Process Data that has been obtained by the Customer and/or User from the Data Subject.

7.1.4. Subject to clause 6.4.3, the Company will take all reasonable steps to Process Transactions.

7.2. Consulting Services and Support Services

7.2.1. The Company will, upon the Customer's request, provide the Customer with consulting services in respect of business analyses, system development, software development and/or related professional services. If the Customer requires any consulting services, the Company will quote the Customer for such consulting services, which quote must

be accepted by the Customer in writing before the Company will render any consulting services.

7.2.2. The Company may request payment of a deposit for consulting fees in any accepted quote. If a quote is accepted by the Customer, the Customer must pay the required deposit before the Company will commence with the consulting services.

7.2.3. All Company invoices issued for consulting services will be payable free of set-off, bank fees and deductions, 3 (three) days from date of invoice.

7.2.4. If the Customer requires the Company to develop a non-standard API to allow the integration of the Customer System with the Platform and if the Company agrees to develop such an API, such development will constitute consulting services and will be regulated by the provisions of clause 7.2.1.

7.2.5. The Company will provide the Customer with support services as contemplated in the Service Level Agreement. The support services will be billed for as contemplated in the Service Level Agreement.

7.2.6. The Company will not provide any training on the Services other than user manuals.

7.3. Material Adverse Effects

7.3.1. If any new laws are promulgated which have a Material Adverse Effect, the Company reserves the right, on 14 (fourteen) days' written notice to the Customer, to:

7.3.1.1. terminate this Agreement; or

7.3.1.2. re-negotiate the provisions of this Agreement.

7.3.2. If the Company elects to renegotiate the provisions of this Agreement and the Parties fail to agree on amendments to this Agreement within 30 (thirty) days of such written notice, the Company will be entitled to terminate this Agreement at any time during the negotiation on email advice to the Customer without incurring any liability to the Customer and/or any third-parties.

7.3.3. Save in the event of the gross negligence and/or fraud on the part of the Company, the Customer hereby indemnifies and holds harmless the Company, its directors, employees, agents and Representatives against any Losses, now and in the future, that the Customer and/or a third-party may suffer arising from the renegotiation and/or termination of the Agreement as contemplated in this clause 7.3.

7.4. To vary and/or discontinue Services

7.4.1. Subject to clause 7.3, the Company reserves the right, after furnishing prior written notice of not less than 30 (thirty) days to this effect to the Customer:

7.4.1.1. to vary the Services;

7.4.1.2. to withdraw selected Services for any reason whatsoever; and/or

7.4.1.3. to suspend and/or discontinue the provision of any service/s if any license, permit, certificate, consent, change in legislation and/or exemption or other legal requirement of a material nature and without which the Company is unable to provide such service/s, has expired, is withdrawn, discontinued, replaced, terminated and/or refused for a reason beyond the Company's reasonable control.

7.4.2. Save in the event of gross negligence and/or fraud on the part of the Company, the Customer hereby indemnifies and holds harmless the Company, its directors, employees, agents and Representatives against any Losses, now and in the future, that the Customer and/or a third-party may suffer arising from the Company varying, withdrawing, suspending and/or discontinuing any Service in the circumstances contemplated in clause 7.4.

7.5. To use Data and Output

Subject to the Company's legislated obligations in respect of the protection of Personal Information, the Company may Process and use Data and Output to provide and improve the Services.

7.6. Maintain connectivity and infrastructure

7.6.1. The Company will be responsible for its own internet connectivity, infrastructure and power supply.

7.6.2. Notwithstanding clause 7.6.1, save in the event of gross negligence and/or fraud on the part of the Company, the Customer hereby indemnifies and holds harmless the Company, its directors, employees, agents and Representatives against any Losses, now and in the future, that the Customer and/or a third-party may suffer arising from any failure and/or downtime of the Company's internet connectivity, infrastructure and/or facilities which failure and/or downtime was not due to the Company's fault.

7.7. System security

7.7.1. The Customer acknowledges that the Platorm is housed on the Company's third-party hosted server.

7.7.2. The Company will maintain, and will procure that its third-party hosted service supplier maintains reasonable technological measures in accordance with industry standards, adequate security, systems and/or procedures to ensure that the Platform and all Input, Data and/or Output, to which this Agreement applies is kept confidential and secure, and is protected against loss, corruption, unlawful intrusion, wrongful alteration, unauthorised disclosure or access by any unauthorised third-parties (including online access). Notwithstanding the aforesaid, the Company does not give any guarantees against security breaches and/or loss and/or corruption of Data.

8. SERVICE EXCLUSIONS

8.1. The Company will not be liable for any failure to perform its obligations, whether in whole or part, directly or indirectly attributable to:

8.1.1. any required Output not being available for whatever reason;

8.1.2. any failure or delay on the part of any Source to provide Output, or to provide Output that is accurate and/or complete;

8.1.3. any failure by the Customer to comply with its obligations in terms of this Agreement (including any withholding of performance by the Company as a result of such failure);

8.1.4. the non-availability and/or incorrect functioning of the Customer System and/or any computer or other systems owned or developed by or in possession of the Customer or any third-party; and/or

8.1.5. any material defects in Data provided by the Customer, User and/or Source to the Company;

8.1.6. the Customer, its hosted services or any third-party's failure to provide internet connectivity and/or power supply to the Customer as contemplated;

8.1.7. the failure of Company's third-party hosted service supplier's systems and/or the failure of such third-party to make the hosted service available to the Company;

8.1.8. any third-party's failure to provide internet connectivity and/or power supply to the Company, which failure is not due to the Company's fault and/or in circumstances beyond the Company's reasonable control;

8.1.9. any power failures, Force Majeure and/or circumstances beyond the Company's reasonable control.

8.2. Save in the event of gross negligence and/or fraud on the part of the Company, the Customer hereby indemnifies and holds harmless the Company, its directors, employees, agents and Representatives against any Losses, now and in the future, that the Customer and/or a third-party may suffer arising from the Company's inability to perform its obligations in the circumstances contemplated in clause 8.1.

8.3. In addition to clause 8.1, the Services do not include:

8.3.1. maintenance of software in the possession of the Customer in respect of which the Company does not have a license, right to use and/or maintain;

8.3.2. services required directly or indirectly as a result of:

8.3.2.1. any failure by the Customer to maintain appropriate environmental conditions with respect to its software and/or hardware;

8.3.2.2. damage to or misuse of any software or hardware by any person other than the Company;

8.3.2.3. software relating to the Services and/or Platform being modified or maintained (or attempts being made to do so) by the Customer or any third-party;

8.3.2.4. service disruptions due to factors beyond the Company's direct areas of responsibility; and/or

8.3.2.5. data loss as a result of lack of adequate virus protection and/or due to storage medium failure.

9. COMPLIANCE WITH LAWS AND ASSOCIATIONS

9.1. The Parties will adhere to all applicable legislation relevant to the implementation of this Agreement and the delivery of the Customer Offering.

9.2. The Customer will adhere to:

9.2.1. the Company's applicable policies and guidelines relating to the Services, as notified and to the Customer and as updated by the Company; and

9.2.2. the directives, policies, codes of conduct, standard operating procedures and rules issued by an Association.

9.3. The Customer will be solely responsible for obtaining licenses, permits, certificates or other permissions from relevant authorities that may be applicable to any of their obligations in terms of this Agreement.

9.4. The Customer indemnifies the Company for any losses of any nature sustained as a result of the Customer's configuration, modification, alteration or any other change to the Service or Platform provided by the Company.

10. FEES AND PAYMENT

10.1. Fees

10.1.1. The Customer will pay the Company the Fees for the Services in accordance with the pricing structure attached hereto as Annexure "A".

10.1.2. The Company reserves the right, at its sole discretion, to amend the pricing structure from time-to-time on 1 (one) month's written notice to the Customer delivered by way of email.

10.2. General

10.2.1. Subject to clause 10.3.4, all Company invoices will be due and payable as specified in Annexure "A" and must be paid free of deduction, set-off and bank fees directly into the Company's designated bank account by way of EFT.

10.2.2. Itemised billing will be available upon request.

10.2.3. The Customer may not, under any circumstances, be entitled to defer or withhold payment of any amounts due in terms of this Agreement for any reason whatsoever.

10.3. Pre-paid invoicing and payment

10.3.1. If the Customer is billed on a pre-paid basis, as indicated on the Annexure "A" of this Agreement, then the provisions of this clause 10.3 will be applicable and clause 10.4 will not be applicable.

10.3.2. The Customer will pay amounts (determined by the Customer) to the Company in anticipation of the number of Transactions per month. The credit value of such pre-payments will be allocated to the Customer's virtual account with the Company.

10.3.3. The Company will raise a bulk invoice to the Customer for all amounts due by the Customer for the Transactions in accordance with the pricing structure at the end of each month ("Pre-Paid Invoice").

10.3.4. The Company will set-off Pre-Paid Invoices against the credit balance of the Customer's virtual account with the Company. If any Pre-Paid Invoice exceeds the Customer's credit balance with the Company, then the outstanding balance will be payable as contemplated in clause 10.2.1.

10.3.5. The Customer will not be able to purchase any Services once the Customer's virtual account with the Company has been depleted and the Customer will accordingly be responsible for topping the pre-paid account up.

10.3.6. The Customer is solely responsible for maintaining the credit balance of its virtual account with the Company.

10.4. Post-paid invoicing and payment

10.4.1. If the Customer is billed on a post-paid basis, as indicated on the Annexure "A" of this Agreement, then the provisions of this clause 10.4 will be applicable and clause 10.3 will not be applicable.

10.4.2. The Company will raise a bulk invoice to the Customer for all amounts due by the Customer for the Transactions in accordance with the pricing structure at the end of each month ("Post-Paid Invoice").

10.4.3. Post-Paid Invoices will be due and payable as contemplated in clause 10.2.1.

10.4.4. The Company reserves the right to summarily, and without notice suspend the performance of the Company's obligations under this Agreement, including, without limitation, the Customer's and the Users/s access to the Services if any Post-Paid Invoice is overdue for any reason not related to a default by the Company.

10.4.5. The company reserves the right to summarily, and without notice change the Customer's billing to pre-paid if the Customer fails to pay Post-Paid Invoices on more than 3 (three) separate occasions. All future billing for Services will be on a pre-paid basis and subject to the provisions of clause 10.3.

10.4.6. If the Customer does not object in writing to a Post-Paid Invoice within 3 (three) days of the date of invoice, the Customer will be deemed to have waived any right to object thereto which it may have in respect thereof and it will also then be deemed to have accepted the Post-Paid Invoice as fair, reasonable and correct.

10.5. Deposit

10.5.1. The Customer must pay the deposit stipulated in annexure "A", if applicable, within 2 (two) days of the Signature Date. The deposit will be security for the Customer's obligations in terms of the Agreement.

10.5.2. The Company will be entitled to deduct from the deposit any amounts owing by the Customer to the Company in respect of Post-Paid Invoice and/or invoices raised for consulting and/or support services. If the Company deducts any amounts from the deposit as contemplated in this clause 10.5.2, then the Customer will upon demand pay an amount to reinstate the deposit to the amount specified in Annexure "A".

10.5.3. The Company reserves the right to summarily, and without notice suspend the performance of the Company;s obligations under this Agreement, including, without limitation, the Customer's and the User/s access to the Services if the deposit is not:

10.5.4. paid as contemplated in clause 10.5.1; or

10.5.5. reinstated upon demand as contemplated in 10.5.2.

10.5.6. The Company will retain the deposit for the Term. At the expiration of the Term, the Company will refund the balance of the deposit, if any, to the Customer within 30 (thirty) days of the termination of this Agreement after deducting therefrom any amounts owing by the Customer to the Company.

10.5.7. The company will not invest the deposit and no interest will be payable to the Customer on the deposit.

10.6. Interest

Any amount payable by the Customer to the Company in terms of this Agreement which is not paid on the due date for payment (without prejudice to any other rights and remedies of the Company) will bear interest at the maximum rate allowed in law calculated from the date on which payment is due to the date on which payment is made (both dates included); such interest will be compounded monthly in arrears and, if the date of payment is not the last day of a month, then compounded finally on the date of payment.

10.7. Expenses

No claims for, or deductions in respect of expenses incurred by the Customer in the performance of the Customer's functions and duties under this Agreement, will be made or allowed, except with the Company's prior written consent.

10.8. Indemnity

Save in the event of gross negligence and/or fraud on the part of the Company, the Customer hereby indemnifies and holds harmless the Company, its directors, employees, agents and Representatives against any Losses, now and in the future, that the Customer and/or a third-party may suffer arising from:

10.8.1. Transactions failing as a result of the Customer's virtual account having insufficient funds to pay for such Transactions as contemplated in clause 10.3.6; or

10.8.2. the suspension of Services as contemplated in clauses 10.4.4 and/or 10.5.3.

11. SOURCES

11.1. The Customer acknowledges that:

11.1.1. the Services are dependent on the Source's databases/ systems being updated and that the Company is not responsible for the accuracy of the data on the Sources databases/systems; and

11.1.2. the Source will at all times have complete discretion as to whether or not it will consent to the transmission of the Data and/or Output called for by a Customer and that the Company has no ability to influence nor force any Source to consent to same and the Company is merely acting as a safe conduit for the transfer of such Data and/or Output.

11.2. Save in the event of gross negligence and/or fraud on the part of the Company, the Customer hereby indemnifies and holds harmless the Company, its directors, employees, agents and Representatives against any Losses, now and in the future, that the Customer and/or a third-party may suffer arising from:

11.2.1. the inaccuracy and/or incompleteness of information contained in Output;

11.2.2. any changes in Data, which change took place after Output was generated; and/or

11.2.3. any Sources being offline and/or unable for any reason whatsoever to provide Output, thereby rendering the Company unable to supply any Service/s.

11.3. Under no circumstances will any Source be liable to the Customer for any Losses at all, howsoever arising and the Customer hereby specifically waives all its rights to claim such Losses it being noted that this clause is stipulated for the benefit of the Source.

12. DEFAULT OF CUSTOMER'S EMPLOYEES AND REPRESENTATIVES

The Company will not be responsible for acts or defaults of the Customer or of the Customer's employees, Representatives and/or Users. Any such acts or omissions will be deemed to be an act or omission of the Customer.

13. WARRANTIES

13.1. Each Party warrants that:

13.1.1. it has the legal capacity and has taken all necessary corporate action required (where applicable) to empower and authorise it to enter into and implement this Agreement on the terms and conditions herein set out and that Agreement constitutes an Agreement valid and binding on it and enforceable against it in accordance with its terms;

13.1.2. it will maintain all licenses, certificates, authorisations, consents and permits necessary to ensure that it functions as a lawful business entity and that its involvement with the Services is lawful and compliant with all applicable legislation, rules and regulations and other requirements from time-to-time.

13.2. The Customer warrants that it has adequate systems and/or procedures to ensure that all Data and/or Output supplied by it in terms of this Agreement is kept confidential and secure, and is protected against unlawful intrusion, wrongful alteration, unauthorised disclosure or access by any unauthorised third-parties (including online access).

13.3. The Company does not warrant the accuracy of any information received from Sources.

13.4. The Customer warrants that it is fully acquainted with the Platform process and architecture and is fully satisfied with the manner in which the Platform operates, in particular in respect of:

13.4.1. the fact that most information is encrypted and that neither the Company nor any of its employees will be able to gain, nor have access to such encrypted information;

13.4.2. the fact that the accuracy and integrity of Output relies solely and completely on the Sources;

13.4.3. the fact that the Platform will only be able to transmit the requested Data if a successful match in respect of such requested Data is found on one of the Source's systems and the corresponding Output is delivered to the Platform by the Source;

13.4.4. the fact that there is an obligation on the Customer to obtain the legally required consent from Data Subjects.

13.5. Save as expressly provided in this Agreement, the Company makes no other warranties of any kind, whether express, implied, statutory, or otherwise, regarding the Services, and the Company specifically disclaims any implied warranties of merchantability or fitness for a particular purpose. The Company does not warrant that the Services will be uninterrupted or error-free.

13.6. The Company's sole obligation and liability, and the Customer's sole remedy, with respect to any breach of warranty will be to use all commercially reasonable efforts to correct any material defect.

14. LIMITATIONS OF LIABILITY AND INDEMNITIES

14.1. Under no circumstances will the Company be liable for any consequential, indirect, special, punitive and/or incidental Losses suffered by the Custoemr and/or any third-party, whether foreseeable or unforeseeable, even if the Losses arise out of negligence on the part of the Company and regardless of form or cause of action, whether in contract or delict or for restitution, whether based on this Agreement, any commitment performed or undertaken under or in connection with this Agreement and any Transaction, or otherwise.

14.2. Save in the event of gross negligence and/or fraud on the part of the Company, the Customer hereby indemnifies and holds harmless the Copany, its directors, employees, agents and Representatives against any Losses, now and in the future, that the Customer and/or a third-party may suffer arising from:

14.2.1. a breach of any of the Customer's obligations, warranties and/or undertakings contained in this Agreement; and/or

14.2.2. a breach of this Agreement by any USer and/or Customer Entity.

14.3. The Customer hereby indemnifies and holds harmless the Company, its directors, employees, agents and Representatives and the relevant Source against any and all Losses of whatsoever nature that may be incurred by the Company, any Source, the Customer and/or any third-party and/or fines imposed by the Information Regulator ("POPIA Claims"), which POPIA Claims may arise now or in the future, as a result of the Customer's and/or the Customer's failure to obtain the written consent to lawfully Process the Data Subject's Data as contemplated in this Agreement.

14.4. If either Party and/or a third-party suffers Losses as a result of loss or corruption of Data through a security violation, the Customer will be liable for all Losses if the violation was the fault of or due to the Customer's own negligence, fraud and/or misconduct and the Customer indemnifies and holds harmless the Company, its directors, employees, agents and Representatives against any such Losses.

14.5. Subject to any indemnity specifically provided in this Agreement, the Company's total aggregate liability under this Agreement, regardless of:

14.5.1. whether such is in relation to a single claim or a series of claims, or

14.5.2. the form or cause of action, whether in contract or delict or for restitution, will be limited to a maximum amount of R50 000.00 (fifty thousand Rand).

14.6. Any information recorded in the Data and/or Output will in no way be construed as the Company's opinion on the solvency, financial standing, creditworthiness, integrity or motives of any Party, third-party, Entity and/or Data Subject reported upon, but merely reflects a recording of information received by the Company from various sources. Use of the Output and any other information as aforesaid requires the Customer to use its own skill and judgment. The Company accepts no liability for any opinions, recommendations, forecasts or comments made or actions and/or decisions taken in reliance on the Reprots and the information contained therein.

15. NON-SOLICITATION OF EMPLOYEES

15.1. Neither of the Parties will, at any stage after the commencement of this Agreement, and for a period of 2 (two) years after this Agreement has terminated, make any offers of employment to any staff member, who is or has been employed by the other and has been involved in the execution of this Agreement. The aforementioned restraint will not be applicable in the event where the prior written approval to make such an offer has been obtained from the Party who is or has been the employer of such staff member. For the purpose of this clause "Staff Member" will include, but not be limited to, permanent employees, part-time employees and independent contractors.

15.2. The Parties agree to be bound by the undertakings in this clause 15 and any breach of any such undertakings will constitute a material breach of this Agreement which will entitle the aggrieved Party to immediately terminate this Agreement (if this Agreement has not already been terminated) and to claim from the breaching Party all damages which the aggrieved Party has suffered.

15.3. The Parties undertake that they will not make use of a third-party to circumvent this clause.

15.4. If either Party breaches the provisions of this clause 15, the Party in default will be liable for pre-estimated liquidated damages of 12 (twelve) times the cost to company monthly salary of the employee so solicited.

15.5. The provisions of clause 15 are severable from the rest of this Agreement.

16. CONFIDENTIAL INFORMATION

16.1. Notwithstanding clause 2.1 or the provisions of any other Agreement concluded by the Parties, the provisions of this clause 16 will be deemed to have commenced on the date upon which any part or element of the Confidential Information was disclosed to the Receiving Party or became known to the Receiving Party and will continue indefinitely after the termination of this Agreement or the Confidential Information loses its confidential nature by becoming publicly known, through no breach of this Agreement by the Party so disclosing it, whether directly or indirectly, whichever occurs first.

16.2. The Parties agree and undertake, except as permitted in terms of this Agreement, not to disclose, use or publish any Confidential Information of the other Party, in any manner, for any reason or purpose whatsoever, without the prior consent of the Disclosing Party.

16.3. Confidential Information may be disclosed by the Receiving Party to its personnel (including only those directly responsible for the Agreement), responsible and professional advisors who require such disclosure for the purpose of the Receiving Party implementing or enforcing this Agreement or obtaining professional advice or for the purpose of complying with any law. Any conduct by any such personnel (including only those directly responsible for the Agreement), or professional advisor which would, if that Entity had been party to this clause 16, have been a breach of this clause 16 will be deemed to be a breach of this clause 16 by the Party which disclosed or permitted disclosure to such Entity.

16.4. The Receiving Party will inform the relevant personnel of the conditions of this clause 16.

16.5. The provisions of this clause 16 are severable from the rest of this Agreement.

16.6. The Receiving Party acknowledges that any undertakings given by them in terms of this Agreement will apply to any entity/s and Affiliates with whom the Receiving Partyis associated, either directly or indirectly.

17. PROTECTION OF PERSONAL INFORMATION

17.1. The Customer warrants that it will at all times have the written or verbal (legally recorded) authority of the relevant Data Subject authorising the Customer and its lawful agents, including the Company, to Process the Data Subject's Data and use the results of the Services for any lawful purposes. The Customer will furnish the Company with copies of consents within 3 (three) days of the Company's request for such copies.

17.2. The Customer warrants that it has implemented adequate security and technological measures to protect the Data of the Data Subjects. The Customer warrants that it will ensure that the Customers Systems and operations which it uses to access the Platfrorm and/or utilise the Services, will at all times be of a minimum standard required by law and be of a standard no less than the standards which are in compliance with the international best practice for the protection, control and use of Data.

17.3. The Customer will not, and will procure that its employees and Users will not:

17.3.1. Process the Data in any manner or for any purposes other than as contemplated in this Agreement; or

17.3.2. cause the Company to breach or contravene any applicable legislation relating to privacy or protection of Data, including POPI.

17.4. The Customer will comply with all directions and instructions which may be given by the Company regarding the Processing of Data.

17.5. The Customer will not transfer Data across the border of the Republic of South Africa without the Company's prior written consent.

17.6. The Parties hereby warrant in favour of each other that they will comply with all applicable legislation and with all the provisions and requirements of the Company's data protection policies and procedures which may be in force.

17.7. The Customer will, whenever requested by the Company, provide the Company with copies of all Data and Output, or other Company materials that are in the possession of or under the control of the Customer and in the form and format reasonably requested by the Company.

17.8. The Customer agrees that the Company will be entitled to audit the Customer's compliance with the provisions of this clause 17. If the Company wishes to audit the Customer, the Company will provide the Customer with at least 7 (seven) days' notice and the Customer agrees to provide the Company with all such documentation and evidence confirming that the consent from the Data Subjects has been obtained as envisaged, unless a data breach is

alleged by a Data Subject in which event the Company will be entitled to such documentation within 5 (five) Business Days.

17.9. The Company undertakes to comply with POPI and in this regard, the Company implements adequate security and technological measures in line with good industry practice to ensure the security of its servers and to protect the Data of the Data Subjects, and where applicable, the Company has implemented measures to ensure that its service providers have implemented the relevant security measures, where servers are hosted. Notwithstanding these security measures, the Company does not provide any warranty that breaches of security will not take place.

17.10. The Customer will procure that its Users comply with the Customer's obligations contemplated in this clause 17.

17.11. Any breach by the Customer and/or User of the Customer's obligations contemplated in this clause 17 will be deemed to be a material breach of this Agreement.

18. INTELLECTUAL PROPERTY

18.1. All Company Intellectual Property is owned by the Company and is the sole property of the Company. Nothing contained in this Agreement should be construed as granting or conferring on the Customer any right in or title to, expressly or by implication, to the Company Intellectual Property. The Customer will not at any time or in any way question or dispute the Company's ownership of, or right to, any such Company Intellectual Property and undertakes not to infringe or prejudice any such Company Intellectual Property rights.

18.2. The Customer may not, during this Agreement or at any time after the termination hereof, adapt, reproduce, modify (including the right to improve, translate and re-write into another language or another manner), integrate and incorporate into any existing or future work, re-engineer, reverse engineer and/or redevelop the Services.

18.3. The Customer must immediately bring to the attention of the Company any improper or wrongful use of the Company Intellectual Property, patents, trademarks, emblems, designs, models or other similar industrial or commercial monopoly rights, which come to the Customer's notice, and the Customer will, in the execution of its duties, use every effort to safeguard the Company Intellectual Property, rights and interests of the Customer and will assist the Company at the Company's request in taking all steps to defend the Company's rights other than by the institution of legal proceedings.

18.4. The Company will reimburse the Customer for any legal steps that the Company requests the Customer to take in defending the Company Intellectual Property.

19. PREVENTION OF CORRUPT ACTIVITIES

19.1. The Parties warrant that they will comply with all Anti-Bribery and Corruption Laws applicable to the marketing, sale and distribution of the Services.

19.2. The Parties hereby warrant in favour of the each other and agree that neither the Party, nor any of their Representatives and/or other persons whose services the Parties may utilise, has directly or indirectly:

19.2.1. been in contravention of FICA; and/or been in contravention of Section 3 of the POCA ACT and/or:

19.2.2. accepted or agreed or offered to accept any gratification from any other Person, whether for the benefit of himself or herself or for the benefit of another Person; or

19.2.3. given or agreed or offered to give to any other Person any gratification, whether for the benefit of himself or herself or for the benefit of another Person,
in order to act, personally or by influencing another Person so to act, in a manner that amounts to the illegal, dishonest, unauthorised, incomplete or biased exercise or carrying out of or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation, which amounts to the abuse of a position of authority, a breach of trust or the violation of a legal duty or a set of rules, so as to achieve an unjustified result, or which amounts to any other unauthorised or improper inducement to do or not to do anything.

19.3. The Parties hereby warrant and confirm that they are familiar with the definition of "gratification" as set out in the POCA ACT, which includes:

19.3.1. money, whether in cash or otherwise;

19.3.2. any donation, gift, loan, fee, reward, valuable security, property or interest in property of any description, whether movable or immovable, or any other similar advantage; and

19.3.3. any valuable consideration or benefit of any kind, including any discount, commission, rebate, bonus, deduction or percentage.

19.4. The Parties further warrant and confirm that they are familiar with the provisions of Section 34 of the POCA ACT, in terms of which a Person who knows or ought reasonably to have known or suspected that any other Person has committed an offence under the POCA ACT involving an amount of R100,000.00 (one hundred thousand Rand) or more, must report such knowledge or suspicion or cause such knowledge or suspicion to be reported, to the relevant police official as referred to in the POCA ACT. The Parties hereby confirm that they will act in accordance with Section 34 of the POCA ACT, should any such conduct come to its attention.

19.5. Sanctions

19.5.1. Warranties in regard to Sanctions

19.5.1.1. The Parties hereby warrant in favour of one another that, as at the Effective Date and for the duration of this Agreement, to the best of its knowledge and belief after having due and careful enquiries, that no related parties:

19.5.1.1.1. has been or is targeted under any Sanctions;

19.5.1.1.2. has violated or is violating any applicable Sanctions; or

19.5.1.1.3. is a party to or have participated in any Sanctioned Transaction.

19.5.1.2. The Parties further warrant in favour of one another that, as at the Effective Date and for the duration of this Agreement, to the best of its knowledge and belief after having due and

careful enquiries, that every related party will maintain appropriate policies and procedures designed to promote compliance with applicable Sanctions.

19.5.2. Undertakings in regard to Sanctions and Sanctioned Transactions

The Parties hereby undertake in favour of one another that they:

19.5.2.1. will not (and will procure that no Customer Entity will) at any time participate in a Sanctioned Transaction in any manner or contravene any Sanctions;

19.5.2.2. will take all reasonable steps to ensure that appropriate controls and safeguards are in place, designed to prevent it (and any related party) from being or becoming involved in a Sanctioned Transactions, or from contravening any Sanctions; and

19.5.2.3. will maintain in effect and enforce policies and procedures designed to promote compliance, in all material respects, by each related party with applicable Sanctions.

19.6. Corrupt Practices

19.6.1. Warranties in regard to Corrupt Practices

The Parties hereby warrant in favour of one another that, as at the Effective Date and for the duration of this Agreement, to the best of its knowledge and belief after having made due and careful enquiries, that:

19.6.1.1. no related party has violated, or is violating, either directly or indirectly, any Anti-Bribery and Corruption Laws; or

19.6.1.2. no related party is party to or has participated in any Corrupt Practice; and

19.6.1.3. every related party maintains appropriate policies and procedures designed to promote compliance with applicable Anti-Bribery and Corruption Laws.

19.6.2. Undertakings in regard to Corrupt Practices and Anti-Bribery and Corruption Laws

The Parties hereby undertake in favour of one another as at the Effective Date and for the duration of this Agreement, that they:

19.6.2.1. will not (and will procure that no related party will) at any time participate in a Corrupt Practice in any manner or contravene any Anti-Bribery and Corruption Laws;

19.6.2.2. will take all reasonable steps to ensure that appropriate controls and safeguards are in place, designed to prevent it (and any related party) from being or becoming involved in a Corrupt Practice, or from contravening anyAnti-Bribery and Corruption Laws; and

19.6.2.3. will maintain in effect and enforce policies and procedures designed to promote compliance, in all material respects, by every related party with Anti-Bribery and Corruption Laws.

19.7. Reporting Obligations

19.7.1. The Parties hereby undertake in favour of one another from the Effective date and for the duration of this Agreement and thereafter to notify the other party immediately upon becoming aware thereof:

19.7.1.1. of any breach of any of the provisions in clauses 19.5.1 to 19.6.2.3; and

19.7.1.2. should it become aware that any Representatives/S of any related party, have become a Sanctioned Entity, participated in any Sanctioned Transaction, violated any applicable Sanctions, participated in any Corrupt Service, and/or contravened any applicable Anti-Bribery and Corruption Laws.

19.7.2. The notice contemplated in clause 19.7.1 above must be given in writing to the other party and will only be deemed effective upon written confirmation of receipt thereof.

19.7.3. The Parties acknowledge that a breach of this clause 19 will be deemed to be an irremediable breach of this Agreement and the Parties may in sole and absolute discretion terminate the Agreement as contemplated in clause 2.2.5.

19.8. Warranties

19.8.1. The Parties hereby warrants in favour of one another, that:

19.8.1.1. it will at all times comply with the provisions of clause 19; and/or

19.8.1.2. it has not been or is not targeted under any Sanctions;

19.8.1.3. it has not violated or is violating any applicable Sanctions, and/or

19.8.1.4. it is not a party to or has not participated in any Sanctioned Transaction.

19.8.2. The Parties and each related party will be required to have maintained appropriate policies and procedures designed to promote compliance with applicable Sanctions.

19.9. Indemnity

Save in the event of the gross negligence and/or fraud on the part of a Party, the Parties hereby indemnifies and holds harmless one another, its directors, employees, agents and Representatives against any Losses, now and in the future, that the Parties and/or a third-party may suffer arising from a breach of any of the Parties warranties or undertakings contained in this clause 19 and in this Agreement.

20. FORCE MAJEURE

20.1. If either Party is affected by Force Majeure, the affected Party will, within 24 (twenty-four) hours thereof, notify the other of them of the nature and extent thereof.

20.2. Neither Party will be deemed to be in breach of this Agreement, or otherwise liable to the other, by reason of any delay in performance or failure to perform any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeureof which it has notified the other party; and the time for performance of that obligation will be extended accordingly.

20.3. If the Force Majeure in question prevails for a continuous period in excess of 4 (four) weeks, the Parties will enter into bona fide discussions with a view to alleviating its effects, or to agreeing on such alternative arrangements as may be fair and reasonable.

20.4. Neither Party, its employees and/or contractors will be liable to the other Party, its employees and/or contractors for any claim whatsoever, which may arise now or in the future, as a result of a Force Majeure. In this regard, the Parties hereby indemnify and hold harmless the other of them against claims which may arise as a result of a Force Majeure.

21. BREACH AND TERMINATION

21.1. If a Party commits a breach of any provision of this Agreement which is capable of being remedied, the aggrieved Party will be entitled (but not required) to give the defaulting Party notice to remedy such breach within 14 (fourteen) days of receiving such notice.

21.2. If the breach cannot be remedied, or if the defaulting Party fails to comply with the notice, the aggrieved Party may, without prejudice to its rights in law:

21.2.1. institute legal proceedings against the defaulting Party in order to interdict the conduct or omission giving rise to a breach of this Agreement and/or to recover damages that a breach of this Agreement may have occasioned the defaulting Party;

21.2.2. cancel this Agreement;

21.2.3. claim specific performance of the defaulting Party's obligations whether or not such obligations would otherwise have then fallen due for performance.

21.3. The aggrieved Party's remedies under clauses 21.1 and 21.2 will not be exhaustive and each such remedy will be in addition and without prejudice to any of the remedies which the defaulting Party may have in law whether or not expressly provided for in this Agreement, including, but not limited to, the aggrieved Party's rights to claim damages.

21.4. The provisions of this clause 21 do not constitute a waiver by any Party of its common law rights and remedies arising from any breach of this Agreement that may have accrued before the termination of this Agreement.

21.5. Notwithstanding clauses 21.2 to 21.2.3, if the Customer commits an irremediable breach which is not capable of being remedied, such as contravention by the Customer of its warranties and undertakings in terms of clause 19, the Company will be entitled to cancel this Agreement on 7 (seven) days' written notice to the Customer and claim all losses, damages, expenses and/or legal costs which it has suffered, from the Customer (without prejudice to any other rights or remedies which it may have in law).

22. DISPUTE RESOLUTION

22.1. A dispute within the meaning of this clause exists once one Party notifies the other Party in writing ("Notification") of the nature of the dispute and requires the resolution of the dispute in terms of this clause.

22.2. If a dispute arises out of or in connection with this Agreement or the subject matter of this Agreement, including without limitation, any dispute concerning:

22.2.1. the existence of the Agreement apart from this clause 22;

22.2.2. the interpretation and effect of the Agreement;

22.2.3. the Parties respective rights or obligations under the Agreement;

22.2.4. the rectification of the Agreement;

22.2.5. the breach, termination or cancellation of the Agreement or any matter arising out of the breach, termination or cancellation;

22.2.6. damages arising in delict, compensation for unjust enrichment or any other claim, whether or not the rest of the Agreement apart from this clause is valid and enforceable,

the Parties must first seek an amicable resolution to such dispute by referring such dispute to the parties' authorised representatives for their negotiation and resolution of the dispute.

22.3. Mediation

22.3.1. If the negotiation between the Parties authorised representatives not resulting in an Agreement signed by the Parties resolving the dispute within 10 (ten) Business Daysof the Notification, the Parties must refer the dispute for resolution by way of mediation in accordance with the then current rules of the Arbitration Foundation of Southern Africa ("AFSA").

22.3.2. The mediation will be held in Johannesburg and the Parties may agree on the mediation procedure and the mediator, and failing such Agreement, the mediator will be appointed on their behalf by the AFSA, or its successor in title.

22.3.3. The Parties agree that:

22.3.3.1. the periods for negotiation may be shortened or lengthened by written Agreement between the Parties;

22.3.3.2. the Parties will participate in good faith in the mediation;

22.3.3.3. the Parties will share equally in the costs and expenses of the mediation, such costs not including costs or expenses incurred by a Party for an expert opinion in connection with the mediation;

22.3.3.4. an expert may be appointed by either Party on the condition that any Party appointing an expert must give sufficient notice to the other Party to allow them to appoint their own expert;

22.3.3.5. copies of any expert opinion must be provided to the mediator and the other Party before the mediation process begins.

22.3.4. The Parties acknowledge and agree that:

22.3.4.1. all mediation proceedings, communications, statements and offers, whether oral or written, made in the course of the mediation by any of the Parties or their respective agents, employees, experts and attorneys, are confidential and inadmissible in any arbitration or other legal proceeding involving the Parties s; provided, however, that evidence which is otherwise admissible or discoverable for the purposes of arbitration will not be rendered inadmissible or non-discoverable as a result of its use for arbitration;.

22.3.4.2. any and all Agreements reached during the course of mediation and reduced to writing and signed by the Parties will be binding upon the Parties.

22.4. Arbitration

22.4.1. Mediation is a precondition to having the dispute resolved by way of arbitration.

22.4.2. If the mediation envisaged fails within a further 30 (thirty) days in terms of the rules of AFSA, the matter must, within 5 (five) Business Days thereafter, be referred to arbitration as contemplated in the clauses below.

22.4.3. Each Party agrees that the arbitration will be held in Johannesburg as an expedited arbitration in accordance with the then current rules of expedited arbitration of AFSA by 1 (one) arbitrator appointed by Agreement between the Parties. If the Parties cannot agree on the arbitrator within

a period of 5 (five) Business Days after the referral of the dispute to arbitration, the arbitrator will be appointed by the Secretariat of AFSA.

22.4.4. The Parties agree to participate in good faith in the arbitration.

22.4.5. The arbitrator will be entitled to:

22.4.5.1. investigate any matter, fact or thing which he considers necessary or desirable in connection with the dispute;

22.4.5.2. interview and question under oath representatives of either of the Parties;

22.4.5.3. decide the dispute according to what he considers just and equitable in the circumstances;

22.4.5.4. make such award, including an award for specific performance, damages, and penalty and/or otherwise as he/she in his discretion may deem fit and appropriate;

22.4.5.5. make a ruling on the costs of arbitration.

22.4.6. The decision of the arbitrator will be final and binding on the Parties and may be made an order of a competent court at the instance of any of the Parties.

22.5. Nothing contained in this clause 22 will prohibit a Party from approaching any court of competent jurisdiction for urgent interim relief pending determination of the dispute by arbitration.

22.6. The Parties agree that the demand by a Party to submit a dispute to mediation or arbitration in terms of this clause 22 will be deemed to be the required legal process to interrupt prescription in terms of the Prescription Act, 1969.

23. GENERAL

23.1. Address for Service of legal documents

23.1.1. The Parties choose, as their respective domicilium citandi et executandi for the serving of all correspondence, notices and legal notices in terms of this Agreement, the physical and email addresses of the Parties as recorded on the Annexure "A" of this Agreement ("Domicilium").

23.1.2. Any Party is entitled to change its Domicilium to another email or street address within the RSA by written notice to the other Party. Such change of Domicilium will take effect upon receipt of notice in writing by the addressee of such change.

23.1.3. All notices in terms of this Agreement may be delivered hand at the Domicilium of the addressee (in which case it will be deemed to have been received when delivered) and by email or any other electronic means (in which case it will be deemed to have been received on the day of dispatch). Such receipt is deemed notwithstanding that neither the addressee nor any other person is present at such address at the time.

23.1.4. Notwithstanding anything to the contrary herein contained, a written notice actually received by a Party will be adequate written notice to it, notwithstanding that it was not delivered as envisaged herein.

23.1.5. Any communication required to be in writing in terms of this Agreement may be sent by data message, as defined in the Electronic Communications and Transactions Act, No. 25 of 2002, as amended.

23.2. Implementation

The Parties undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or be conducive to give effect to the terms, conditions and import of this Agreement.

23.3. Governing Law

23.4. The laws of the RSA will govern the validity, interpretation and performance of this Agreement.

23.5. Jurisdiction of RSA Courts

23.5.1. Save for those matters which must be dealt with in terms of clause 22, the Parties irrevocably consent to the jurisdiction of any magistrate's court having territorial jurisdiction in respect of all or any claims under or arising out of this Agreement, notwithstanding that the amount of the claim may otherwise exceed the jurisdiction of such court.

23.5.2. Either Party will be entitled (and not obliged) to institute all or any proceedings against the other Party in connection with this Agreement in any division of the High Court of South Africa having jurisdiction, and the Parties hereby irrevocably consent and submit to the jurisdiction of any such courts.

23.5.3. Each Party will at all times uphold the reputation of the other Party in good standing.

23.6. Indulgences and Waiver

23.6.1. The grant of any indulgence, extension of time or relaxation of any provision by a Party under this Agreement will not constitute a waiver of any right by the grantor or prevent or adversely affect the exercise by the grantor of any existing or future right of the grantor.

23.6.2. No indulgence or relaxation of any of the provisions of this Agreement by either Party will constitute a waiver or abandonment of such Party's rights to require strict and punctual performance of the provisions of this Agreement.

23.6.3. No failure or delay on the part of either Party in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of any of the terms or conditions of this Agreement will be binding for any purpose unless expressed in writing and signed by the Party giving the waiver and any such waiver will be effective only in the specific instance and for the purpose given.

23.7. Cession/Assignment

23.7.1. The Customer cannot cede, delegate and/or assign any of its rights or obligations under this Agreement without the prior written consent of the Company first being obtained, which consent will not be unreasonably withheld. For the purposes hereof, such cession, delegation or assignment will include, without limitation, a merger, sale of assets or business, or other transfer of control by operation of law or otherwise.

23.7.2. The Company will have the right at any time to cede, delegate, assign and/or transfer all or any of its rights, interests and obligations under this Agreement, and the Customer in such event hereby consents to such cession, delegation, assignment and/or transfer and hereby accepts the transferor, cessionary or assignee in place and stead of the Company.

23.8. Entire Agreement and Variation

23.8.1. This AGREEMENT contains all the express provisions agreed on by the PARTIES with regard to the subject matter of the AGREEMENT and supersedes and novates in its entirety any previous understandings or Agreements between the PARTIES in respect thereof, and the PARTIES waive the right to rely on any alleged provision not expressly contained in this AGREEMENT.

23.9. Counterparts

This AGREEMENT may be signed in counterparts and the copies signed in counterpart will constitute the AGREEMENT. This will include email copies of this document.

23.10. No representations

A Party may not rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is recorded in this Agreement.

23.11. Costs

23.11.1. Each Party will pay its own cost of negotiating, drafting, preparing and implementing this Agreement.

23.11.2. Any costs, including all legal costs on an attorney and own client basis at the rate of R2000 (two thousand Rand) per hour plus VAT (increased with effect from 1 January 2021 and on each subsequent first day of January thereafter by the percentage increase in the consumer price index for the applicable preceding 12 (twelve) month period), incurred by a Party arising out of or in connection with a breach by another Party will be borne by the Party in breach.

23.12. No stipulation for the benefit of a third person

Save as is expressly provided for in this Agreement, no provision of this Agreement constitutes a stipulation for the benefit of a third person (i.e. a stipulatio alteri) which, if accepted by the person, would bind any Party in favour of that person.

23.13. Variation, cancellation and waiver

No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, will be effective unless reduced to writing and signed by or on behalf of the Parties.

23.14. Severability

All the provisions of this Agreement are, notwithstanding the manner in which they may have been grouped together or linked grammatically, severable from each other. Any provision of this Agreement which is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, will, only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of this Agreement will remain of full force and effect.

23.15. Independent advice

Each of the Parties hereby respectively agrees and acknowledges that:

23.15.1. it has been free to secure independent legal advice as to the nature and effect of each provision of this Agreement and that it has either taken such independent legal advice or has dispensed with the necessity of doing so; and

23.15.2. each provision of this Agreement is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with this Agreement.