

MEMORANDUM OF AGREEMENT

RECITALS

- (a) Whereas the Contractor owns the copyright in computer software which was written and programmed for the Financial Services Industry.
- (b) Whereas the Contractor is appointed by the Customer to install and maintain the software for the Customer, and to provide associated services to the Customer; and
- (c) Whereas the Customer wishes to obtain and regulate the services of the Contractor to maintain and support the Software as defined herein on the terms and conditions set out in the Agreement.

NOW THEREFORE the Contractor and the Customer hereby agree to the following:

1. Definitions

Unless the contrary is clearly indicated, the following words and/or phrases, when used in this Agreement, shall have the following meaning:

- 1.1** "Agreement" shall mean this written document together with all written appendices, annexures, exhibits or amendments attached to it from time to time;
- 1.2** "Commencement Date" shall mean **the date on which the service will start.**
- 1.3** "Confidential Information" shall mean:
 - 1.3.1** any information of whatever nature, which has been or may be obtained by either of the Parties from the other, whether in writing or in electronic form or pursuant to discussions between the Parties, or which can be obtained by examination, testing, visual inspection or analysis, including, without limitation, scientific, business or financial data, know-how, formulae, processes, designs, specifications, sample reports, models, customer data, studies, findings, computer software inventions or ideas;
 - 1.3.2** analyses, concepts, compilations, studies and other material prepared by or in possession or control of the recipient which contain or otherwise reflect or are generated from any such information as is specified in this definition;
 - 1.3.3** any dispute between the Parties resulting from this Agreement;
- 1.4** "Contractor's Standard Hours" shall mean 08h00 to 17h00 on all weekdays, on Saturdays from 8h00 to 11h30, excluding Sundays and public holidays;
- 1.5** "CPA" shall mean the Consumer Protection Act, 2008;
- 1.6** "Currency" shall mean South African Rand;
- 1.7** "Enhancements" shall mean significant changes to the Software resulting in the addition of a feature or capability not present in the Software prior to the introduction of the changes as well as any changes to the Software designed to permit the use of the Software on hardware other than that for which the Software was initially designed;
- 1.8** "Location" shall mean **the physical address of the business premises of the Customer;**
- 1.9** "Modifications" shall mean changes, improvements or customisation of or to the Software which may be required to adapt the Software to the requirements of the Customer;
- 1.10** "Notice" shall mean a written document;
- 1.11** "OEM" shall mean the original manufacturer of any computer hardware, components or equipment or computer software supplied therewith;
- 1.12** "Parties" shall mean both the Customer and the Contractor;
- 1.13** "Payment Date" shall mean the 25th, 31st or 1st day of each month;
- 1.14** "Software" shall mean computer application software developed by the Contractor and specified in Schedule 1, including, without limiting the generality of the foregoing, presently available and future Upgrades, Modifications and Enhancements thereto and the documentation associated with such software, including installation and user manuals, whether incorporated in humanly intelligible media or not;
- 1.15** "Support Services" shall the following services to be provided by the Contractor:
 - 1.15.1** telephonic support in accordance with the provisions set out hereinafter;
 - 1.15.2** on-site support at the Location in the event that telephone support does not resolve a Software problem;
 - 1.15.3** modem support in circumstances in which the Contractor determines that such support is appropriate;
 - 1.15.4** correction of critical errors in the Software;
 - 1.15.5** monitoring the capacity of the System to store data directly relevant to the Software from time to time and providing the Customer with short-term forecasts in respect thereof;
 - 1.15.6** after-hours support in accordance with the provisions set out hereinafter;
- 1.16** "System" shall mean the Customer's complete computer system, incorporating both computer hardware and computer software.
- 1.17** "Upgrades" shall mean changes or improvements to the Software which relate to or effect the operating performance of the Software or an aspect of the Software, but which do not change the basic operation or functioning of the Software.

2. Appointment

The Customer hereby appoints the Contractor, with effect from the Commencement Date to render the Support Services and the Contractor accepts this appointment.

3. Rights and obligations of the parties

3.1 The Contractor, shall, with effect from the Commencement Date, render the Support Services.

3.2 Unless otherwise agreed by the Parties in writing, the Contractor shall not provide any services not being Support Services.

Without limiting the generality of the aforesaid, it is recorded that the Contractor shall not provide the following services, unless otherwise agreed to between the Parties in writing:

3.2.1 support of any software other than the Software, accessories, attachments, machines, peripheral equipment, systems or other devices not supplied by the Contractor;

3.2.2 rectification or the recovery of lost or corrupted data arising from any reason other than the Contractor's own negligence;

3.2.3 the Customer is responsible for upgrading his Software, via uploading from the Contractors website at his own cost, without any prior notice by the Contractor, if the latest version is not uploaded, Support services will not be rendered according to the Agreement;

3.2.4 support rendered more difficult because of any changes, alterations, additions, modifications or variations, not performed by the Contractor, to the Software, or any other software;

3.2.5 attendance to faults caused by using the Software outside design or other specifications or outside the provisions laid down in any documentation or manual supplied with the Software;

3.2.6 diagnosis and/or rectification of problems not directly associated with the Combined software;

3.2.7 repairs or replacements necessitated by accidental damage, operator errors, abnormal operating conditions, the connection of unauthorized peripheral equipment, breakdowns due to illegal software and malicious software, improper use, misuse, neglect or abuse of the Software, assistance on hardware usage or service calls necessitated by causes external to the Software such as failures in the hardware on which the Software is operational;

3.3 After installation of the Software, the Contractor shall provide training regarding use of the Software to the Customer's personnel. The duration of such training shall not exceed 3 (three) hours. If further training is required, such training shall be charged at the fees applicable at date of training.

3.4 The Customer will inform the Contractor of any faults or problems in or in respect of the Software as soon as possible after any such fault or problem is discovered in accordance with the provisions of the Agreement and will provide the Contractor's personnel with reasonable access to all equipment associated with the System on which the Software is operating, upon arrival of the personnel of the Contractor at the Location.

3.5 The Customer shall ensure that it complies with all applicable laws and regulations.

3.6 The Customer shall solely be responsible for setting up the Delfin software and fixing, calibrating and adjusting settings in the Delfin software, including, without limitation, the setting of interest rates. The Contractor will not be liable to the Customer for any claims arising from the Customer's setting up of the Delfin software or settings fixed, calibrated or adjusted by the Customer. The Contractor shall be entitled to assume that the Customer has set up the user privileges within the requirements of South African laws and the Customer shall be liable for non-compliance with applicable legislation and/or compliance issues or Software features related to it.

3.7 The Contractor shall be entitled to obligate the Customer to download Upgrades in the manner specified by the Contractor, which may include downloading Upgrades from the Contractor's website. If the Customer fails to download Upgrades as requested by the Contractor, the Contractor shall be entitled to suspend the rendering of support services to the Customer.

3.8 The Contractor may from time to time supply the Customer with signature pads and fingerprint scanners ("Hardware"). The Contractor makes no warranties or representations regarding such Hardware. The Contractor shall not be liable to the Customer for any claims, damages, costs (including legal fees) or expenses ("Damages") suffered or incurred by the Customer as a result of or arising from the Customer's use of or reliance on the Hardware. Without limiting the generality of the aforesaid, the Contractor shall not be liable to the Customer for Damages suffered by the Customer if signatures or fingerprints were scanned by the Hardware and such signatures or fingerprints are invalid or not enforced, admitted or recognized by a court or other competent legal forum.

4. Procedure for requesting Support Services

The Customer will, whenever it requires the Contractor to perform Support Services, follow the procedure set out below:

- 4.1 The Customer will appoint a representative or representatives who is/are authorised to request Support Services. The Customer may replace its authorized representative or representatives from time to time by Notice to the Contractor.
- 4.2 The Contractor shall not be required to provide Support Services unless requested to do so by the aforementioned representative of the Customer.
- 4.3 An authorised representative of the Customer shall make use of the prescribed licensed online support software at that time necessary for the Contractor to deliver the Support Services. The Customer will be liable to acquire this software and at its own cost.
- 4.4 The Customer shall provide, at its own cost, such infrastructure, working space, access to premises, material and information as may be required by the Contractor to render the Support Services, which material shall include but not be limited to magnetic media, reference manuals and the like.
- 4.5 The Customer undertakes, at its sole cost and expense, to procure the installation and commissioning of a suitable modem at the Location to enable the personnel of the Contractor to provide on-line support to the Customer.
- 4.6 The Contractor's personnel will endeavor to resolve the problem immediately. Should the Contractor's personnel not be able to resolve the problem immediately, the Contractor shall give the Customer an estimate of how long a problem may take to resolve. The Contractor shall keep the Customer informed of the progress of problem resolution by means of the Contractor's then current standard progress report schedule.

5. After-hours support

The Customer shall only be entitled to Support Service outside of the Contractor's Standard Hours in the event where there is a complete failure of the Software. Under such circumstances the Customer's authorized representative shall be entitled to request Support Services telephonically.

6. Duration

- 6.1 The Agreement shall commence on the Commencement Date.
- 6.2 The Agreement will continue indefinitely, provided that either Party may terminate the Agreement by giving the other Party no less than 2 (two) calendar months' written notice.

7. Charges and payment

- 7.1 The Customer shall pay the Contractor a non- refundable registration fee as per written quotation, at the Commencement date hereof.
- 7.2 The Customer shall pay the Contractor the monthly service fee monthly in advance as per Annexure A. The Contractor shall be entitled to increase the monthly service fee not more than once per calendar year by a percentage determined by the Contractor in its sole discretion.
- 7.3 In addition to any fees and rates referred to in this Agreement, the Customer shall reimburse the Contractor for the:
 - 7.3.1 costs of its personnel travelling to and from the Location; and
 - 7.3.2 the cost of any additional material supplied; and
 - 7.3.3 payments made by the Contractor to any government, telecommunications or municipal authority, which relates to the rendering of the Support Services.
- 7.4 All payments are to be made monthly in advance by means of debit order, which will be deducted from the Customer's nominated bank account on the 25th, 31st or 1st day of each month. If the Customer does not pay via Debit Order, a further administrative fee shall be payable.
- 7.5 Interest shall accrue on the outstanding balance of all amounts due and payable but unpaid by the Contractor from time to time in terms of this Agreement. Such interest shall be charged at the prime rate charged by the Contractor's bankers from time to time on overdraft (or at the maximum rate allowed by law, whichever is the lesser), calculated from the date falling 20 (twenty) days after the date on which payment becomes due in terms of the provisions of this Agreement until the date of payment.
- 7.6 The Customer will not be entitled to withhold payment of any amount payable to the Contractor to satisfy any claim of the Customer arising from this or any other contract between the Parties, nor will the Customer be entitled to setoff such an amount against the amount payable to the Contractor in terms of this Agreement or any other contract;
- 7.7 If the Customer fails to make any payment to the Contractor or any of the Contractor's Products/Integrated services (i.e. insurance, signature pads, fingerprints, sms) or any future products by due date, the Contractor shall be entitled to suspend all services rendered by the Contractor to the Customer as well as the Customer's access to the Delfin software and the ability to use the Delfin Software. The aforesaid is without prejudice to the Contractor's rights in terms of this Agreement or at law.

8. Breach and termination

- 8.1** Should any Party ("the Defaulting Party") commit a breach of any of the provisions hereof, then the other Party ("the Aggrieved Party") shall, if it wishes to enforce its rights hereunder, be obliged to give the Defaulting Party 10 (ten) days' written notice to remedy the breach. If the Defaulting Party fails to comply with such notice, the Aggrieved Party shall be entitled to cancel this Agreement or to claim immediate payment and/or performance by the Defaulting Party of all of the Defaulting Party's obligations whether or not the due date for payment and/or performance shall have arrived, in either event without prejudice to the Aggrieved Party's rights to claim damages. The a foregoing is without prejudice to such other rights as the Aggrieved Party may have at law : Provided always that, notwithstanding anything to the contrary contained in this Agreement, the provisions of this clause 8 shall be subject to the provisions of clause 9.1 and the Aggrieved Party shall not be entitled to cancel this Agreement for any breach by the Defaulting Party unless such breach is a material breach going to the root of this Agreement and is incapable of being remedied by a payment of money or, if it is capable of being remedied by a payment of money, the Defaulting Party fails to pay the amount concerned within 10 (ten) days after such amount has been determined.
- 8.2** Without prejudice to any other remedies which either of the Parties may otherwise have in terms of the Agreement or at law, either of the Parties shall be entitled to terminate the Agreement, by written Notice to the other, in the event that:
- 8.2.1** either of the Parties is finally liquidated;
 - 8.2.2** the controlling interest or ownership in either of the Parties becomes vested in a competitor of either of the Parties. For the purpose of this clause, the party who makes this allegation shall carry the burden to prove same;
- 8.3** The Contractor shall be entitled to terminate this Agreement on written Notice to the Customer if the Customer breaches any provision of the licence agreement in respect of the Software.
- 8.4** The termination of the Agreement, for whatever reason, shall not affect the rights of either of the Parties:
- 8.4.1** that may have accrued before the termination of the Agreement; or
 - 8.4.2** which specifically or by their nature survives the termination of the Agreement.
- 8.5** Either of the Parties may terminate the Agreement at any stage by giving the other 2 (two) calendar months' Notice of its intention to do so.

9. Limitation of liability

- 9.1** Subject to the provisions of clause 9.2, the liability of the Contractor for the incomplete or defective execution of the Support Services rendered in terms of this Agreement as well as for damages, cost and expenses suffered or incurred by the Customer as a result of incomplete or defective Support Services rendered by the Contractor ("Specified Losses"), will be limited to the Contractor rectifying, within a reasonable time and free of charge, any software errors caused by the Contractor as a result of such defective execution of the Support Services or completing incomplete Support Services rendered, provided that the Contractor is notified immediately of the faulty or incomplete execution of the Support Services. If, using reasonable commercial endeavors, the Contractor is not able to complete or rectify the Support Services as aforesaid, the Customer shall be entitled to a refund of a reasonable portion of the payment made by the Customer for the incomplete or defective Support Services concerned.
- 9.2** Notwithstanding the provisions of clause 9.1, the Contractor shall not be liable to the Customer for any Specified Losses if the Customer has attempted to correct or complete or allowed third parties to correct or complete, or attempt to correct or complete, defective or incomplete execution of the Support Services without the prior written approval of the Contractor.
- 9.3** Except for Special Losses (which shall be dealt with in terms of the provisions of clause 9.1), the Contractor shall not be liable for any other claim, liability, loss, injury, damage, cost, expense or penalty whatsoever and howsoever arising in connection with the Support Services provided by the Contractor in terms of this Agreement; provided that the aforesaid limitation of liability shall be subject to the provisions of the CPA.
- 9.4** Without limiting the generality of the provisions of clause 9.3, the Contractor shall not be liable for any delay, failure, breakdown, damage, injury, cost or expense caused by:
- 9.4.1** software, programs and support services supplied by or obtained by the Customer without the consent or knowledge of the Contractor; or
 - 9.4.2** software or programs modified by the Customer or any third party not authorised to do so in terms of the Agreement; or
 - 9.4.3** the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software.
- 9.5** Except as provided for by the CPA, in no event will the Contractor be liable to the Customer for loss of profits or for incidental, special or consequential damages arising out of or in connection with the Support Services rendered by the Contractor in terms of the Agreement or the delivery, installation, servicing, performance or use of the Software.
- 9.6** The Customer hereby indemnifies the Contractor against any claims, liability, damages, costs or expenses incurred or suffered by the Contractor as a result of or relating to:

- 9.6.1 the Customer failing to follow the instructions issued by the Contractor in relation to the Support Services, any software supplied or supported by the Contractor or instructions given to the Customer or any other matter; or
- 9.6.2 actions or omissions of the Customer.

9.7 The Customer shall be responsible for the wording of all loan agreements used as part of or in conjunction with the Software. The Contractor shall not be liable for any claims, costs, expenses or damages suffered or incurred by the Customer as a result of or relating to the wording of loan agreements.

10. Intellectual Property Rights

- 10.1 The Customer acknowledges that any and all of the intellectual property rights, including, without limitation, trademarks, trade names, copyright and other rights ("Intellectual Property") used or embodied in or in connection with the Software are and will remain the sole property of the Contractor.
- 10.2 The Customer shall not question or dispute the ownership of such rights at any time during the continuation in force of the Agreement or thereafter.
- 10.3 The Contractor warrants that, to the best of its knowledge, the Software do not infringe upon or violate any patent or copyright of any third party.
- 10.4 The rights in all Intellectual Property used or created by the Contractor in the provision of the Support Services shall vest in the Contractor both during the currency and after termination of this Agreement. The Customer shall not contest such rights of the Contractor.

11. Interpretation

- 11.1 The clause headings in this Agreement have been inserted for convenience only and will not be taken into consideration in the interpretation of this Agreement.
- 11.2 Any reference in this Agreement to the singular includes the plural and *vice versa*.
- 11.3 Any reference in this Agreement to natural persons includes legal persons and references to any gender include references to the other genders and *vice versa*.
- 11.4 The rule of construction that the contract shall be interpreted against the Party responsible for the drafting or preparation of the Agreement, shall not apply.

12. Validity

If any clause or term of this Agreement should be invalid, unenforceable, defective or illegal for any reason whatsoever, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability, defect or illegality goes to the root of this Agreement.

13. Confidentiality

- 13.1 The Parties shall hold in confidence all Confidential Information received from each other and not divulge the Confidential Information to any person, including any of its employees, save for employees directly involved with the execution of this Agreement.
- 13.2 The Parties shall prevent disclosure of the Confidential Information, except as may be required by law.
- 13.3 Within six (6) months after the termination of this Agreement, for whatever reason, the recipient of Confidential Information shall return same or at the discretion of the original owner thereof, destroy such Confidential Information, and shall not retain copies, samples or excerpts thereof.
- 13.4 It is recorded that the following information will, for the purpose of this agreement, not be considered to be Confidential Information:
 - 13.4.1 information known to either of the Parties prior to the date that it was received from the other party; or
 - 13.4.2 information known to the public or generally available to the public prior to the date that it was disclosed by either of the Parties to the other; or
 - 13.4.3 information which becomes known to the public or becomes generally available to the public subsequent to the date that it was disclosed by either of the Parties to the other, through no act or failure to act on the part of the recipient of such Information; or
 - 13.4.4 information which either of the Parties, in writing, authorises the other to disclose.

14. Relationship

This Agreement does not constitute either of the Parties an agent or legal representative of the other for any purposes whatsoever and neither of the Parties shall be entitled to act on behalf of, or to represent the other unless duly authorised thereto in writing.

15. Dispute resolution

- 15.1** If the Parties are unable to resolve any dispute resulting from this Agreement by means of joint co-operation or discussion between the individuals directly involved with the execution of this Agreement, within one week after a dispute arises or such extended time period as the Parties may in writing allow, then such a dispute shall be submitted to the most senior executives of the Parties who shall endeavor to resolve this dispute, within five (5) calendar days after it having been referred to them.
- 15.2** Should the dispute not be resolved in the aforesaid manner, then it shall be resolved by way of arbitration in accordance with the provisions contained in this Agreement.

16. Arbitration

- 16.1** A dispute between the Parties relating to any matter arising out of this Agreement or the interpretation thereof shall be referred to arbitration, by either of the Parties, by way of a Notice to the other party, in which Notice particulars of the dispute are set out.
- 16.2** Such arbitration proceedings shall be held in Pretoria and shall be held in a summary manner, which shall mean that it shall not be necessary to observe or carry out:
- 16.2.1** the usual formalities of procedure (for example there shall not be any pleadings or discovery);
 - 16.2.2** the strict rules of evidence;
 - 16.2.3** immediately and with a view to its being completed within 30 calendar days after it is demanded.
- 16.3** The arbitrator for such arbitration proceedings shall:
- 16.3.1** if the matter in issue is primarily an accounting matter, be an independent auditor with at least 10 (ten) years' experience, agreed upon by the Parties and, failing agreement, nominated by the chairperson for the time being of the Board of Auditors of South Africa, or
 - 16.3.2** if the matter in issue is primarily a technical matter, be a suitably qualified person agreed upon by the Parties and, failing agreement, nominated by the chairperson for the time being of the Bar of Advocates of Pretoria; or
 - 16.3.3** any other matter, be a practising advocate or attorney, admitted as such in accordance with the legislation of the law governing this Agreement, with at least 5 (five) years' experience, agreed upon by the Parties and, failing agreement, nominated by the chairperson for the time being of the Law Society of the Northern Provinces; or
 - 16.3.4** in the event where the Parties are unable to agree whether the nature of a dispute is primarily of an accounting nature, technical nature, or any other nature, then the nature of that dispute shall be decided by a practicing advocate, admitted as such in accordance with the legislation of the law governing this Agreement with at least 5 (five) years' experience, agreed upon by the Parties and, failing agreement, nominated by the chairperson for the time being of the Bar of Advocates of Pretoria.
- 16.4** The decision of the arbitrator shall be final and binding on the Parties, who shall summarily carry out that decision and either of the Parties shall be entitled to have the decision made an order of any court with competent jurisdiction.
- 16.5** The "arbitration" clause in this Agreement shall be severable from the rest of this Agreement and therefore shall remain effective between the Parties after this Agreement has been terminated.
- 16.6** No clause in this Agreement which refers to arbitration shall mean or be deemed to mean or interpreted to mean that either of the Parties shall be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

17. Non-solicitation

Neither of the Parties shall, at any stage after the commencement of this Agreement, and for a period of two (2) 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 shall 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" shall include but not be limited to permanent employees, part-time employees and independent contractors.

18. Domicilium and Notices

- 18.1** The Parties elect the addresses as set out on the first page of this agreements, as their respective *domicilium citandi et executandi*.
- 18.2** Either of the Parties may change its *domicilium citandi et executandi* to another address within the same country, by way of a notice to the other party to this Agreement, provided that such a notice is received by the addressee, at least 7 (seven) calendar days prior to such a change taking effect.
- 18.3** Any notice or communication required or permitted to be given in terms of this Agreement shall only be valid and effective if it is in writing.
- 18.4** Any notice addressed to either of the Parties and contained in a correctly addressed envelope and sent by registered post to it at its chosen

address or delivered by hand at its chosen address to a responsible person on any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, shall be deemed to have been received, unless the contrary is proved, if sent by registered post, on the 14th (fourteenth) calendar day after posting and, in the case of hand delivery, on the day of delivery.

- 18.5** Any notice sent by telefax to either of the Parties at its telefax number shall be deemed, unless the contrary is proved, to have been received:
- 18.5.1** if it is transmitted on any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, within 2 (two) hours of transmission;
 - 18.5.2** if it is transmitted outside of these times, within 2 (two) hours of the commencement any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, after it has been transmitted.

19. Force majeure

In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil commotion, lockout, combination of workmen, interference of trade unions, suspension of labour, fire, accident, or (without regard to the foregoing enumeration) of any circumstances arising or action taken beyond or outside the reasonable control of the Parties hereto preventing them or any of them from the performance of any obligation hereunder (any such event hereinafter called "Force Majeure") then the Party affected by such Force Majeure shall be relieved of its obligations hereunder during the period that such Force Majeure continues (excluding payment obligations for materials purchased) but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damage which the other Party may suffer due to or resulting from the Force Majeure, provided always that a written notice shall be promptly given of any such inability by the affected Party. Any Party invoking Force Majeure shall upon termination of such Force Majeure give prompt written notice thereof to the other Parties. Should Force Majeure continue for a period of more than 90 (ninety) days, then either Party shall be entitled forthwith to cancel this Agreement.

20. Entire agreement and variations

- 20.1** This Agreement constitutes the whole agreement between the Parties and supersedes all prior verbal or written agreements or understandings or representations by or between the Parties regarding the subject matter of this Agreement, and the Parties will not be entitled to rely, in any dispute regarding this Agreement, on any terms, conditions or representations not expressly contained in this Agreement.
- 20.2** No variation of or addition to this Agreement will be of any force or effect unless reduced to writing and signed by or on behalf of the Parties.
- 20.3** Neither party to this Agreement has given any warranty or made any representation to the other party, other than any warranty or representation which may be expressly set out in this Agreement.

21. Assignment, cession and delegation

The Customer shall not be entitled to assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this Agreement, in whole or in part, to any other party or person without the prior written consent of the Contractor, which consent shall not unreasonably be withheld or delayed.

22. Relaxation

No indulgence, leniency or extension of a right, which either of the Parties may have in terms of this Agreement, and which either party ("the grantor") may grant or show to the other party, shall in any way prejudice the grantor, or preclude the grantor from exercising any of the rights that it has derived from this Agreement, or be construed as a waiver by the grantor of that right.

23. Waiver

No waiver on the part of either party to this Agreement of any rights arising from a breach of any provision of this Agreement will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.

24. Legal costs

Each of the Parties shall bear its own cost incurred as a result of the negotiation, drafting and finalisation of this Agreement, which shall include, but not be limited to, all legal fees. If the Contractor instructs his attorneys to institute any legal action against the Customer, the Customer will be liable for such costs.

25. Governing law

The validity and interpretation of this Agreement will be governed by the laws of the Republic of South Africa.



A DIVISION OF ALTRON

26. Suretyship

The Customer shall procure that all of its members or shareholders from time to time shall bind themselves as surety for, and co-principal debtor in solidum with the Licensee, for the due, proper and timely performance by the Customer of all its obligations in terms of this Agreement on the terms and conditions set out in Schedule