

## 1. DEFINITIONS

- 1.1. "Addenda" means any documentation annexed to the Agreement that defines the Services or obligations of the parties, and which are attested to by both parties, all of which are included as part of this Agreement;
- 1.2. "Agreement" - means this default agreement entered into between the Customer and PMT, incorporating Service Schedules and Work Orders if any;
- 1.3. "Business day" shall mean Monday to Friday, but excluding public holidays in the Republic of South Africa;
- 1.4. "Calendar Month" is the period from the first business day to the last business day of a month;
- 1.5. "Customer" means the party for which the work is performed;
- 1.6. "Company" means Pattern Matched Technologies (Pty) Ltd;
- 1.7. "Contract" means this agreement;
- 1.8. "Deliverable" means the result of the work performed under the Work Order;
- 1.9. "Effective Date" means the date on which the Service commences;
- 1.10. "End User" means a mobile phone user that to whom messages are sent by Customer or its customers utilizing the Services.
- 1.11. "End User Data" means any information or data relating to an End User included identity information and the content of any messages sent from and to such End User as part of the Services.
- 1.12. "PMT" means Pattern Matched Technologies (Pty) Ltd;
- 1.13. "Service" means the activity and obligation of PMT to provide the services and/or deliverables as defined in the Service Schedule and/or Work Order to the Customer;
- 1.14. "Party" shall mean PMT or the Customer and "Parties" shall mean the Company, Customer and any other authorised agent working either for the Company or the Customer;
- 1.15. "Service Schedule" means the document that lists the services and associated charges that will be delivered as the Service to the Customer, the original Service Schedule is attached hereto as Appendix A or which is signed by the parties in the future and incorporate and reference these Master Terms and Conditions;
- 1.16. "Service Obligations" mean the undertakings of delivering the Service by PMT in accordance with the level of service agreed, and specified as per the categorised service activity that is detailed in the Service Schedule;
- 1.17. "Signature Date" means the date of signature of the Service Schedule by the party the last signing;
- 1.18. "Work Order" means any written instruction from the Customer or its authorised agent to perform work;
- 1.19. "Working day" means the same as "Business day";
- 1.20. "Working hours" shall mean Business day" from 8:30 to 17:30;
- 1.21. Unless inconsistent with the context, or otherwise indicated, in this agreement
  - 1.21.1. a reference to a person shall include a juristic or artificial person, including without limitation, a firm, company voluntary association, or partnership;
  - 1.21.2. the singular shall include the plural, and the plural shall include the singular;
  - 1.21.3. a reference to the male form shall include the female form as well, and vice-versa.

## 2. ENTIRE AGREEMENT

- 2.1. This Agreement is considered to be the substantive agreement between the Parties at all times.
- 2.2. This Agreement together with any additional or optional Service Schedules, Detailed Specifications, Work Orders and Addenda referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the

parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment, or warranty outside those expressly outlined in this Agreement.

### 3. SEVERABILITY

- 3.1. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

### 4. TERM AND TERMINATION

- 4.1. The provision of the Services shall be for the Term stated in the Work Order, Service Schedule or any other reasonably communicated and binding instruction received by the Company from the Customer, commencing on the Effective Date;
- 4.2. Irrespective of anything to the contrary in this agreement, in the event of the Customer acquiring and/or making use of a third party's services in conjunction with the PMT Service, the terms and conditions of the third party's service shall also be applicable and binding on the Customer;
- 4.3. If the Customer terminates this Agreement to renegotiate other PMT Service at any time, the Customer shall not be liable to pay any termination charges. This clause 4.3 is subject however to the Customer entering into a new Agreement, which is to be determined at PMT's sole discretion, for a period at minimum, equal to the balance of the Term as determined at the date of termination of the Agreement.
- 4.4. Transition Period. Upon termination of this Service Schedule for any reason, Customer shall have the option to invoke a period of up to 6 (six) months after termination, during which the Services will continue to afford Customer the ability to transition the Services to another provider. Customer will continue to pay the fees in place immediately prior to the termination.

### 5. EFFECTIVE DATE

- 5.1. Should the Effective Date occur after the Signature Date of this Agreement, nothing herein contained shall be construed so as to give the Customer the right to cancel or rescind this Agreement before the expiry of the Term.

### 6. FEES

- 6.1. PMT will submit invoices to the customer monthly or on completion of the work on PMT's standard invoice form;
- 6.2. The invoices, as set out in 6.1, will be paid within is 30 (thirty) days from date of invoice;
- 6.3. Unless indicated in writing, invoices will be usage-based, based in terms on the number of unique transactions recorded per billable cycle;
- 6.4. The Customer shall be responsible for any and all of PMT's fees and charges as set out in the Work Order or Service Schedule, such fees and charges shall be payable in ZAR (South Africa Rands), without deduction or set-off of any amount of whatsoever nature or for whatsoever reason;
- 6.5. Any amount falling due for payment by the Customer to PMT in terms of or pursuant to the Work Order or Service Schedule, which is not paid on its due date, as per the Invoice stated in 6.1, shall bear interest calculated from the date payment becomes due until the date of final payment, at a rate of 1% (one percent) above the standard prime overdraft rate as determined by Standard Bank, from time to time, monthly in arrears. Additionally, PMT reserves the right to suspend service to the Customer

immediately if the Customer is in default of payment, provided it has given Customer 48(forty-eight) hours' notice via email of such suspension. Such suspension and/or termination is without prejudice to any of the rights of PMT, which have accrued prior to the date of suspension and/ or termination;

6.6. All payments due to PMT shall be effected:

6.6.1. by way of a debit order drawn on a registered bank; or

6.6.2. by electronic transfer or by cheque, free of the cost transfer of funds and without any deduction or set-off;

6.7. Notwithstanding anything to the contrary contained herein:

6.7.1. Should PMT be forced to increase its charges, PMT shall be entitled to adjust the PMT charges set forth by way of 120 (one hundred and twenty) days written notice to the Customer. The aforementioned increase shall not occur more than once a year and will not be in excess of industry norms. This will exclude any increases that may be applied from a Mobile Operator perspective for network charges such as but not limited to NI USSD and reverse billed services which would be implemented in line with the Mobile Operator billing. Any pricing changes from a Mobile operator will take effect within the notice period provided by them and will be communicated within 24 (twenty-four) hours of receipt of communication to that effect

## 7. DEFECTS IN SERVICE

7.1. The Customer shall promptly inform PMT of any actual or suspected defects in any of PMT's Services or Deliverables;

7.2. PMT and the Customer agree to conduct formal acceptance review before invoicing starts

7.3. Notwithstanding the obligations of the Customer in 7.1, the Customer may not withhold payments as a mechanism of the dispute, or to withhold payment of Fees as detailed per clause 6 and its subclauses;

## 8. FAILURE TO FOLLOW RECOMMENDATIONS

8.1. PMT shall not be liable for any problems or unintentional consequences that may arise during the implementation of any of PMT's plans, specifications or recommendations when PMT is not retained to observe such implementations with respect to the usage of the platform.

## 9. DOCUMENTATION, PROPRIETARY RIGHTS AND CONFIDENTIALITY

9.1. The Customer agrees by default, save for anything that is deemed publicly available, that any specifications, descriptive matter, drawings, and other related documentation which may be furnished by PMT to the Customer from time to time:

9.1.1. Is proprietary and confidential to PMT;

9.1.2. do not form part of this Agreement and may not be relied upon unless otherwise agreed to in writing by both parties hereto;

9.1.3. shall remain the property of PMT and shall be deemed to have been imparted by PMT in trust to the Customer for use solely by the Customer;

9.2. Nothing in any of the documentation between PMT and the Customer confers or shall be deemed to confer on any party any rights in or license to own any Intellectual Property of PMT, however, these Master Terms provides the Customer with a right of use of the Intellectual Property based on the terms and conditions as set out in the Service Schedule;

9.3. The Customer agrees and warrants to PMT that it shall at all times keep the terms and conditions of this Agreement, any work orders and financial information confidential and shall not disclose the same to any other third party save to its legal advisors and accountants solely for the purposes of obtaining professional advice thereof. Each party acknowledges that it will exchange proprietary and confidential information with the other, as reasonably necessary for each to perform its obligations under this Agreement. All information relating to this Agreement provided by either party to the other, whether oral or written, shall be deemed to be confidential and proprietary information unless indicated to the contrary in writing.

## 10. GENERAL EMAIL TERMS AND CONDITIONS NOTICE

- 10.1. The Company email system is deemed to be a material system and may be used in conjunction with other written forms of communication that PMT relies on. As such, this Agreement makes provision for the use of the Company email system to:
- 10.1.1. record, transmit and update Company proprietary information;
  - 10.1.2. enable authorised employees of the Company to communicate on any Company/ Customer matter resulting from this Agreement, Work orders or Service schedules;
- 10.2. Whilst the Company is entitled to change the terms and conditions of its email confidentiality notice at any time, the following terms and conditions are deemed to be the minimum terms and conditions that the Customer agrees to in each email sent and received:
- 10.2.1. This disclaimer is deemed to form part of this message in terms of Section 11 of the Electronic Communications and Transactions Act, 2002 of South Africa and its further amendments.
  - 10.2.2. The Sender is hereby indemnified against all claims arising from any third party should the information contained in this transmission be used illegally by you or any third party and which results in any form of damage for the recipient, the entities it may represent, or any other third party. Retransmission of this correspondence either in part or as a whole is strictly prohibited unless granted in writing by the Sender.
  - 10.2.3. No responsibility is assumed whatsoever for emails erroneously sent with viruses and you are advised to scan all mail with an up to date virus scanner.
  - 10.2.4. This email and any accompanying documentation and attachments may contain confidential or legally privileged information intended for a specific individual or entity and purpose. If you received the email in error, you may not disclose or use the contents. Please notify the sender of the error immediately and please destroy the original message.
  - 10.2.5. The Company cannot assure the integrity of this email or that it is free of any error, virus, interception or interference.
  - 10.2.6. The use or contents of this email is intended for the Company's official business. If it is used for any other purpose, the views, opinions or recommendations expressed are those of the author. Only personnel that are duly authorised by the Company are entitled to bind the Company contractually. Unless otherwise agreed: (a) the Company or its employees are only deemed to have received an email once we have confirmed receipt thereof to you; (b) the Company or its employees are deemed to have sent an email once reflected as "sent" on our email server.
  - 10.2.7. This disclaimer applies to our original message, any attachments and all subsequent messages or attachments we may send.
  - 10.2.8. The Company reserves the right to monitor all email communication through their networks.
- 10.3. For the explicit purposes of clarity, the Customer's email system terms and conditions may not violate or render void any of those set by the Company in its email terms and conditions.

## 11. NON-SOLICITATION

- 11.1. For the duration of this agreement and a period of 6 (six) months following the termination of this agreement for any reason whatsoever, each party shall not, whether directly or indirectly, either itself or via another entity, act in any manner whatsoever which results in an employee of PMT consulting to, working for or being contracted by the other party.

## 12. IMPROPER USE

- 12.1. The Customer may use the services for lawful purposes only
- 12.2. Without derogating from any other right of recourse available to PMT in this Agreement, any breach of this clause by the Customer shall be deemed to be a material breach of this Agreement and shall entitle PMT to suspend and/or terminate the Agreement and, for this purpose, it shall be irrelevant whether the Customer is aware of the content of any material so transmitted.;
- 12.3. PMT shall be entitled to suspend and/or terminate the Services to the Customer in the event of, the PMT or third party network being or is jeopardized, materially harmed and/or impeded, by the

## 13. WARRANTIES

### 13.1. PMT represents and warrants as follows:

- 13.1.1. It has the authority under all applicable law to carry out the Services in the country or countries outlined in the Service Schedule.
- 13.1.2. It will perform the services in a professional and workmanlike manner in accordance with industry standards.
- 13.1.3. It will not use End User Data for any purpose other than to process and transmit mobile messages on behalf of Customer in strict accordance with this Agreement.
- 13.1.4. It shall take all reasonable technical and organizational measures against unauthorized or unlawful processing of End User Data and against accidental loss or destruction of, or damage to End User Data.

13.2. The Services and associated software will not introduce viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, data, or personal information of Customer or any End User.

13.3. Pattern Matched Technologies™ has a comprehensive set of policies and procedures relating to all aspects of regulatory and security compliance in line with POPI, PCI DSS, ISO27001 and ISO9001 standards.

13.4. Save as expressly set out in this Agreement and the corresponding Service Schedule, PMT does not make any representations nor gives any warranties or guarantees of any nature whatsoever in respect of the Services and/or Deliverables and all warranties which are implied or residual at common law are hereby expressly excluded;

13.5. Without limitation to the generality of clause 13.1, PMT does not warrant or guarantee that the results of any work performed:

- 13.5.1. will be suitable for any purposes;
- 13.5.2. will be free of inaccuracies, defects, bugs or viruses of any kind; and
- 13.5.3. PMT assumes no liability, responsibility, or obligations regarding any of the exclusions outlined in clause 13.2, or this clause 13.3.

## 14. EXCLUSION OF LIABILITY

14.1. Except for breaches of confidentiality, indemnification obligations or the gross negligence or wilful misconduct of a party, (i) IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY WHATSOEVER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE, OR OTHER ECONOMIC LOSS IN CONNECTION WITH, OR ENSUING FROM THE PRODUCTS OR SERVICES TO BE FURNISHED PURSUANT TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE BY THE PARTIES, and (ii) the entire liability of a party, for any cause related to or arising out of this Agreement, regardless of the form of action, whether in contract or in delict, will not exceed the average aggregate of the Fees and Charges paid by the Customer to PMT under this Agreement over the 12 (twelve) months' preceding the claim giving rise to the damages.

## 15. BREACH

15.1. PMT shall be entitled, but not obligated to suspend and/or terminate this Agreement without giving further notice to the Customer in of the following circumstances:

- 15.1.1. In the event of the Customer failing to make payment in terms of this Agreement within 7 (seven) days after it becomes due and payable;

15.2. Either party shall be entitled, but not obligated to terminate this Agreement upon 30 (thirty) days prior written notice in of the following circumstances;

- 15.2.1. In the event of a party allowing a judgement against it to remain unsettled for more than 7

(seven) days without taking immediate steps to have it rescinded and successfully prosecuting the application for rescission to its final end;

15.2.2. In the event of a party being placed in final liquidation; and/or

15.2.3. Upon a material breach of this Agreement or a Services Schedule, which breach has not been cured during such 30 (thirty) day notice period. The parties agree that repeated failure to meet agreed-upon SLAs shall be deemed a material breach of this Agreement.

15.3. With respects to 15.2.1 and 15.2.2, not appeal the judgement that was granted against it on an opposed basis;

15.4. In the event of there being a legal dispute between the Parties, of whatever nature, the Customer will be obliged to continue with the punctual payment of all and/or any amounts due in terms of this Agreement;

15.5. If PMT elects to cancel this Agreement as provided for in clause 15.1 hereof PMT shall be entitled to:

15.5.1. Claim all outstanding monies as on the date of repudiation and/or cancellation of this Agreement;

15.5.2. Treat all outstanding amounts as immediately due and payable which would have become due and payable over the balance of the period which has not expired in terms of the Agreement;

15.5.3. Claim interest on the amounts as provided for in 15.5.1 and 15.5.2;

15.5.4. Immediately terminate all and/or any of the Services provided to the Customer in terms of this Agreement; Upon Signature of this Agreement by the Customer, the Customer consents to such termination under the circumstances and the termination not amounting to an act of spoliation;

15.5.5. To retain all amounts already paid by the Customer in terms of this Agreement;

15.6. In the event of a suspension, termination, cancellation and/or expiration of this Agreement as provided for in this Agreement and/or as provided for in common law, the provisions of this Agreement which are intended to continue and survive, shall continue to and survive accordingly.

## 16. NO VARIATION OR AMENDMENT

16.1. No amendment or consensual cancellation of this Agreement or any provision or term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement shall be binding unless recorded in a written document, signed by a duly authorised representative from both PMT and Customer;

16.2. No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against either party hereto in respect of its right under this Agreement, nor shall it operate so as to preclude either of the parties thereafter from exercising its rights strictly in accordance with this Agreement;

16.3. Neither party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract between Customer and PMT or not. This Agreement supersedes any other agreement tacit or implied, in discussions as part of or prior to the signing of this Agreement, Proposal and Addenda without any restrictions or limitations whatsoever.

## 17. FORCE MAJEURE

17.1. Neither of the parties shall be held liable for failure to perform any of its obligations under any circumstance where the failure or default is caused by or arises as a result of force majeure including, but not limited to, fire, flood, lightning, civil unrest and acts of governmental, regulatory or military authorities;

17.2. The defaulting party affected by force majeure shall as soon as reasonably possible notify the other party in writing of the occurrence of the circumstances and the estimated extent and duration of its inability to perform its obligations under the circumstances;

17.3. In the event of a force majeure circumstance, both parties shall use all reasonable endeavours to minimise the effects to the affected party.

## 18. GENERAL

- 18.1. The agreement shall be binding on the Parties hereto and their respective successors and assigns. Neither party shall be entitled to assign or otherwise transfer the benefit or burden of all or any part of the agreement without the prior written consent, which consent shall not be unreasonably withheld, of the other party except that PMT may assign its rights and obligations under the agreement without the approval of the Customer to an entity which acquires all or substantially all of the assets of PMT and/or PMT's is a party to any form of corporate restructuring; provided that in no event shall such assignment relieve PMT of its obligations under the agreement;
- 18.2. Nothing in this Agreement shall constitute a partnership, joint venture, agency, or employment between the parties hereto and neither party shall have the authority or power to bind, or contract in the name of, or to create a liability against, the other in any way for any purpose.

## 19. DISPUTE RESOLUTION

- 19.1. If any dispute arises between the parties in connection with this agreement or its subject matter that cannot be resolved amicably between the parties, the parties and their legal representatives shall promptly meet to consider whether there is a possibility of resolution by mediation and conciliation;
- 19.2. If both parties agree to refer the dispute to mediation or conciliation; the parties will promptly consider whether to refer the dispute to arbitration;
- 19.3. If the parties agree to refer the dispute to arbitration, the rules of arbitration will be the rules of the South African Association of Arbitrators in force at the time of referral of the dispute to arbitration and the arbitration will be conducted in accordance with the provisions of the Arbitration Act, No 42 of 1965;
- 19.4. If the parties do not agree to refer the dispute to arbitration, they will proceed to litigation;
- 19.5. Nothing in this clause shall prevent any party from obtaining interdict relief in the courts pending the outcome of or pending the consideration or alternative resolution procedures.

## 20. JURISDICTION

- 20.1. This agreement shall be deemed to have been made under the laws of the Republic of South Africa and shall be read, construed and given effect in accordance with the laws of South Africa other than the necessary enforcement of a judgement in any other country;
- 20.2. The parties hereto hereby submit to the jurisdiction of the South African High Courts.

## 21. NOTICES AND DOMICILIA

- 21.1. The parties choose as their domicilia citandi et executandi their respective addresses set out in the corresponding Work Order or Service Schedules for all purposes arising out of or in connection with this agreement at which addresses all processes and notices arising out of or in connection with this agreement, its breach or termination may validly be served upon or delivered to the parties;
- 21.2. or at such other address in the Republic of South Africa of which the party concerned may notify the others in writing provided that no street address mentioned in this sub-clause shall be changed to a post office box or poste restante;
- 21.3. Any notice given in terms of this agreement shall be in writing and shall:
- 21.3.1. if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
  - 21.3.2. if posted by prepaid registered post be deemed to have been received by the addressee on the 8th (eighth) day following the date of such posting;
  - 21.3.3. if transmitted by facsimile be deemed to have been received by the addressee on the day following the date of dispatch;
  - 21.3.4. unless the contrary is proved;
- 21.4. Notwithstanding anything to the contrary contained or implied in this agreement, a written notice or communication received by one of the parties from another including by way of facsimile transmission shall be adequate written notice or communication to such party.

## 22. CONFIDENTIALITY

The Parties shall not, directly, or indirectly, disclose any information concerning the other's business methods, customers or finances, or any other information which is disclosed to it, whether or not in writing and whether or not designated as confidential, without the prior written permission of the disclosing Party unless such disclosure is specifically required in the course of performance by either Party of its obligations hereunder.

The obligations of the Parties under this section shall not extend to any information which (i) as shown by reasonably documented proof, was in the other's lawful possession without restriction on use or disclosure prior to receipt thereof from the disclosing Party; or (ii) as shown by reasonably documented proof, was received by one Party in good faith from a third party not subject to a confidential obligation to the other Party and without breach of this Agreement; or (iii) now is or later becomes part of the public domain through no breach of confidential obligation by the receiving Party; or (iv) is disclosed pursuant to a requirement imposed by a governmental agency or is otherwise required to be disclosed by operation of law, except that prior to any disclosure pursuant to this subsection, the receiving Party shall notify the disclosing Party and provide them with an opportunity to participate in objecting to production of the information; or (v) was developed by the receiving Party independently from and without the developing person(s) having access to any of the information received from the other Party. Each Party acknowledges that any breach of its obligations under this section will cause irreparable harm to the other for which its remedies at law will be inadequate and that, in the event of any such breach, the offended Party shall be entitled to injunctive or comparable equitable relief (including without limitation, injunctive relief and specific performance) in addition to other remedies provided hereunder or otherwise available.

## 23. INDEMNIFICATION

Each Party ("Indemnifying Party") agrees to indemnify and hold harmless the other Party ("Indemnified Party") against any third-party loss, cost, claim, liability, damage, expense, or demand, including reasonable attorneys' fees, (collectively, the "Claim(s)") to the extent the same was caused by (i) the gross negligence or wilful misconduct of the Indemnifying Party, or (ii) the breach of any representation or warranty by a Party. The Indemnified Party shall notify the Indemnifying Party promptly, in writing, of any such Claim(s). The Indemnifying Party shall be relieved of liability hereunder to the extent it is prejudiced by the Indemnified Party's failure to give prompt notice and for the settlement by the Indemnified Party of any such Claim(s) without the prior written consent of the Indemnifying Party.

PMT shall defend any claims or proceedings brought against Customer alleging that the furnishing of Service(s) pursuant to this Agreement constitutes an infringement of any existing patent, copyright, or trademark of third parties, and shall indemnify Customer against all costs, damages, and expenses finally awarded against Customer attributable to such claim, provided that PMT is promptly notified in writing of any such claim or proceeding and PMT is given full and complete authority, information and assistance, at PMT's expense, to defend such claims or proceedings, and further provided that PMT shall have sole control of all negotiations for its compromise or settlement. In the event of any such claim or proceeding, PMT shall have the right, at its sole option and expense, to secure the rights and licenses to continue to provide the Service(s) to Customer, to modify the Service(s) to make them non-infringing or to terminate/cancel this Agreement and cease providing such Service(s) to Customer. PMT shall have no liability or obligation pursuant to the foregoing, including but not limited to any liability or obligation for contributory infringement or the inducement to infringe, to the extent such claim is based upon or relates to: (i) use of the Service(s) in combination with other products, services, methods, techniques, software or data not supplied or expressly approved by PMT, (ii) modifications or additions to the Service(s) made or provided by other than PMT, (iii) PMT's compliance with Customer's specifications or requirements for Service(s) which results in such claim, (iv) resale, license or other provision of such Service(s), alone or in combination with other products, services, methods, techniques, software or data, by Customer to third parties, (v) intellectual property rights owned by or licensed to, in whole or in part, Customer or its Affiliates.

## 24. PROTECTION OF PERSONAL INFORMATION

24.1. For the purposes of this clause 24, the words "data subject", "personal information", "process", "Regulator" and "responsible party" have the meanings given to them in the POPI Act.

- 24.2. Each Party must comply with their obligations under the POPI Act in relation to personal information in respect of which they are the responsible party.
- 24.3. The conditions relating to processing personal information apply to the extent that PMT processes personal information on behalf of the Customer.
- 24.4. PMT must:
- 24.4.1. only process personal information on behalf of the Customer with the Customer's knowledge or authorisation and solely for purposes of the Services;
  - 24.4.2. treat all such personal information which comes to its knowledge as confidential and not disclose it;
  - 24.4.3. unless otherwise required by law or in the proper performance of the Services.
- 24.5. PMT must not sub-contract the processing of the personal information or transfer the personal information outside of the Republic of South Africa other than as expressly permitted by this Agreement or otherwise with the Customer's written authorisation. PMT must impose the same obligations on any authorised sub-contractors.
- 24.6. PMT must secure the integrity and confidentiality of personal information by taking appropriate, reasonable technical and organisational measures to prevent its loss, damage, unauthorised destruction and unlawful access or processing. To do so, PMT must take reasonable measures to:
- 24.6.1. identify all reasonably foreseeable internal and external risks to personal information in its possession or under its control;
  - 24.6.2. establish and maintain appropriate safeguards against the risks identified; and
  - 24.6.3. regularly verify that the safeguards are effectively implemented.
- 24.7. PMT must:
- 24.7.1. assist the Customer in responding to any requests received from data subjects for access to, or correction or deletion of, their personal information which is being processed by PMT. If PMT receives such a request from a data subject, it must immediately notify the Customer in writing and deal with the request only as instructed by the Customer;
  - 24.7.2. notify the Customer immediately where there are reasonable grounds to believe that personal information has been lost, damaged, accessed or acquired by any unauthorised person (Data Breach);
  - 24.7.3. assist the Customer with any investigation, request or notice to the Regulator or data subjects that the Customer may make with regards to a Data Breach and in complying with any directions by the Regulator, including to publicise any Data Breach;
  - 24.7.4. make available to the Customer or its auditors on request all documents and information necessary to show compliance with this clause 24 and permit the Customer and its auditors access to PMT's premises on reasonable notice for the purpose of auditing and inspecting PMT's processing operations and verifying its compliance with this clause 24; and
  - 24.7.5. on termination of this Agreement, at the Customer's election, immediately destroy or return all personal information being processed on behalf of the Customer.
- 24.8. PMT hereby confirms and warrants that by providing the Services it will at no time be considered a Processor in terms of GDPR or Controller in terms of GDPR of Personal Data in terms of GDPR. If at any time during this Agreement PMT becomes or may become a Controller or Processor as stated above, PMT agrees to comply with the GDPR. PMT and the Customer will work together to ensure compliance.
- 24.9. PMT indemnifies the Customer against any Losses suffered or claims made against the Customer because of PMT's breach of this clause 24.