

MOBILE BACKUP POWER SUPPLY TERMS AND CONDITIONS

The Merchant qualifies as a “consumer” in terms of the Consumer Protection Act 68 of 2008 (“CPA”) if it is a company, a close corporation, a partnership, an association or a trust whose asset value or annual turnover is less than R2 million or if he or she is a natural person (a human being) who is a sole trader or proprietor, irrespective of his or her asset value or annual turnover.

1. DEFINITIONS AND INTERPRETATIONS

The headings of the clauses in these Terms and Conditions are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of these Terms and Conditions nor any clause hereof. Unless a contrary intention clearly appears –

- 1.1. words importing –
 - 1.1.1. any one gender includes the other genders;
 - 1.1.2. the singular includes the plural and vice versa (or the other way around); and
 - 1.1.3. natural persons include created entities (corporate or unincorporated) and the State and vice versa,
- 1.2. the following terms shall have the meanings assigned to them hereunder and similar expressions shall have corresponding meanings, namely –
 - 1.2.1. **“Altron FinTech”** means Altron FinTech a Division of Altron TMT (Pty) Ltd with Registration Number 1984/003805/07 with registered address at Altron Campus, 20 Woodlands Drive, Woodlands Office Park, Woodmead, 2191;
 - 1.2.2. **“Altron FinTech Account Manager”** means an account manager under the employ of Altron FinTech allocated by Altron FinTech to the Merchant at Signature Date of the Request Form;
 - 1.2.3. **“Altron FinTech Warehouse”** means the warehouse situated at address corner Ronald & Clulee Road, Linbro Park AH, Sandton, 2090;
 - 1.2.4. **“Agreement”** means the agreement between the Parties, consisting of the Mobile Backup Power Supply Existing Merchant Request Form or the Mobile Backup Power Supply External Request Form, these Terms and Conditions and the User Manual, as amended from time to time;
 - 1.2.5. **“Business Day”** means a day other than a Saturday, Sunday, or official public holiday in the Republic of South Africa;
 - 1.2.6. **“Business Rescue”** means proceedings to facilitate the rehabilitation of a company or close corporation that is financially distressed, as contemplated in the Companies Act, 71 of 2008, as amended;
 - 1.2.7. **“Consumer Protection Act”** means the Consumer Protection Act 68 of 2008;
 - 1.2.8. **“Disclose”** means the direct or indirect use, dissemination, publication, or transmission of Information in any manner or form whatsoever, and **“Disclosure”** has a corresponding meaning;
 - 1.2.9. **“Dispute Notice”** means written notice provided by a party to this Agreement wishing a Dispute to be resolved;
 - 1.2.10. **“Dispute Resolution Process”** means the process set forth in clause 20 of these Terms and Conditions;
 - 1.2.11. **“Dispute”** means any dispute, controversy, or claim between the parties in respect of this Agreement, including without limitation, any question regarding its existence, validity, or termination;
 - 1.2.12. **“Information”** means all data and information whether historical, current, or future irrespective of whether such data is stored, recorded, or embodied in a hand-written, printed, visual, electronic, audible or other format or medium, and belonging to, created by, in the possession or under the control of the parties individually. For the purpose of this Agreement, **“information”** shall include, without limitation, business data and information, data, codes, letters, telefaxes, telegrams, faxes, agreements, specifications, financial histories, any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier, other particular assignment and strategic plans;
 - 1.2.13. **“Manufacturer”** means the original equipment manufacturer of the Product;
 - 1.2.14. **“Merchant”** or **“User”** means the Party to whom Altron FinTech will provide the Product in terms of this Agreement;
 - 1.2.15. **“Parties”** means Altron FinTech and the Merchant;
 - 1.2.16. **“Party”** means Altron FinTech or the Merchant;
 - 1.2.17. **“Product”** means the Mobile Backup Power Supply device with model number GT1500 supplied to Altron FinTech by the Manufacturer;
 - 1.2.18. **“Request Form”** means either the Mobile Backup Power Supply Existing Merchant Request Form or the Mobile Backup Power Supply External Request Form of which the Merchant completes and signs to apply for the purchase of the Product;
 - 1.2.19. **“Signature Date”** means the date of signature of the Request Form;
 - 1.2.20. **“Terms and Conditions”** means these Mobile Backup Power Supply Terms and Conditions;
 - 1.2.21. **“User Manual”** means the Manufacturer information booklet supplied with the Product;
 - 1.2.22. **“VAT”** means Value-Added Tax payable in terms of the Value-Added Tax Act, No 89 of 1991;
 - 1.2.23. **“Warranty Period”** means 12 (twelve) months; and
 - 1.2.24. **“Website”** means any of www.altronfintech.com, www.nupayments.co.za, www.nucard.co.za, www.mynupay.co.za, where applicable, or such other websites that may be utilised by Altron FinTech from time to time.
- 1.3. any reference to a statute is to that statute in operation at the time of the Signature Date, as amended or re-enacted from time to time, including any subordinate legislation made from time to time under such statute;
- 1.4. if any provision in a definition is a substantive provision conferring rights or imposing obligations on either party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement;
- 1.5. any number of days prescribed in this Agreement shall be interpreted exclusively of the first day and inclusively of the last day unless the last day falls on a Saturday, Sunday, or public holiday, in which case the last day shall be the next day which is not a Saturday, Sunday or public holiday;
- 1.6. where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.7. reference to day/s, month/s, or year/s shall be construed as Gregorian calendar day/s, month/s, or year/s;
- 1.8. the use of any expression in this Agreement covering a process available under South African law such as a winding up (without limitation *ujusdem generis* (of the same kind)) shall, if any of the parties to this Agreement is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such defined jurisdiction;
- 1.9. if 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, and, despite that term having been defined in this interpretation clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement;
- 1.10. the expiration or termination of this Agreement shall not affect those provisions of this Agreement which expressly provide that they will operate after expiration or termination or which necessarily must continue to have effect after expiration or termination, notwithstanding that the clauses themselves may not expressly provide for this;
- 1.11. the rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract shall not apply;
- 1.12. any reference in this Agreement to a party shall include a reference to that party’s assigns expressly permitted under this Agreement and, if such party is liquidated or sequestrated, be applicable also to and binding upon that party’s liquidator or trustee, as the case may be;
- 1.13. the words **“include”**, **“including”** and **“in particular”** shall be construed as being by way of example or emphasis only and shall not be construed as, or have the effect of, limiting the generality of any preceding word/s;
- 1.14. any reference in this Agreement to any other agreement or document shall be construed as a reference to such other agreement or document as same may have been, or may from time to time be, amended, varied, novated or supplemented; and
- 1.15. the words **“other”** and **“otherwise”** shall not be construed *ujusdem generis* (of the same kind) with any preceding words where a wider construction is possible; and a law or regulation is a reference to that law or regulation on the date the Merchant signs this Agreement.

2. THE REQUEST FORM

The Merchant shall complete and sign the Request Form as defined in clause 1.2.18 of these Terms and Conditions and hereby agrees to the provisions of this Agreement.

3. TERM

Subject to the election on the Request Form, where applicable, this Agreement shall commence on the Signature Date of the Request Form and shall endure for the period elected, where applicable, unless terminated earlier in accordance with the provisions of this Agreement.

4. SERVICES

Altron FinTech hereby agrees to provide the Product to the Merchant, which the Merchant hereby accepts, in exchange for the payment or payments as contemplated in the Request Form and in clauses 2 and 3 of these Terms and Conditions.

5. USE OF PRODUCT

51. In order for the Merchant to gain access to and utilise the Product effectively, the Merchant shall only use the Product in accordance with the User Manual.
52. Despite any provision to the contrary in this Agreement, Altron FinTech shall be entitled terminate this Agreement at any time and with prior written notice or take possession of the Product –
- 5.2.1. when circumstances beyond the control of Altron FinTech prevent it from providing the Product to the Merchant; or
 - 5.2.2. if the Merchant uses the Product otherwise than –
 - 5.2.2.1. in accordance with the User Manual;
 - 5.2.2.2. not in accordance with what the Product was originally intended for, as advised by the Merchant and agreed to by Altron FinTech;
 - 5.2.2.3. in contravention with any warranty provision; or
 - 5.2.2.4. in contravention of any legislation, regulation, other applicable law or a ruling, binding decision or code of conduct of any relevant regulatory authority.

6. PAYMENT

61. Altron FinTech undertakes to provide the Product to and for the benefit of the Merchant at the payment arrangement elected on the Request Form, where applicable, which fee structure may change at Altron FinTech's sole discretion by written notice issued by Altron FinTech to the Merchant.
62. All payments must be made by the Merchant to Altron FinTech in accordance with the payment details and payment collection date as elected, where applicable, on the Request Form.
63. The payment arrangement elected on the Request Form does not include any levies, disbursements, VAT or taxes unless expressly specified therein. Such levies, disbursements, VAT or taxes, as well as monies payable to external service providers, shall be for the account of the Merchant.
64. VAT will be payable on all payments and to the extent applicable and prescribed.
65. Amounts due by the Merchant to Altron FinTech which are not paid by the Merchant when due and payable shall attract interest at Prime Rate plus 2% (two per cent) from due date to date of payment in full.

7. OWNERSHIP AND RISK

71. The Product supplied by Altron FinTech to the Merchant in terms of the Request Form shall remain the property of Altron FinTech, and ownership in the Product shall vest in the Merchant upon full payment of the Product in terms of the election, where applicable, on the Request Form.
72. Notwithstanding the foregoing, with effect from the delivery of the Product to the Merchant, all risk in and to, and insurance cover for the Product shall be borne by the Merchant.
73. The Merchant shall acquire the use and enjoyment of the Product for the duration of this Agreement and shall, upon full payment of the Product, take full ownership of the Product.
74. The Merchant shall not permit or allow any attachment, encumbrance, lien, or security interest to be filed against the Product prior to ownership being passed to the Merchant, and shall promptly notify Altron FinTech if any of the aforesaid is filed or claimed. The Merchant hereby indemnifies Altron FinTech for any damage, including reasonable attorneys' fees, resulting from any of a foregoing.

8. MAINTENANCE OF THE PRODUCT

81. The Merchant must take due and proper care of the Product and shall be liable to Altron FinTech for any damage to or loss of the Product supplied by Altron FinTech prior to ownership being passed to the Merchant.
82. The Merchant shall not remove any labels, symbols or serial numbers that are or may be affixed to the Product prior to ownership being passed to the Merchant, except as may be approved by Altron FinTech in writing in advance.
83. The Merchant shall provide and maintain all electrical, backup, communication, and/or all other connections necessary in accordance with Altron FinTech's normal requirements for the operation of the Product.

9. USE OF THE PRODUCT AGENTS OF THE MERCHANT

In the event of the Product being authorised by any agent of the Merchant, the Merchant shall continue to be liable for the payments.

10. CONFIRMATION OF INDEBTEDNESS

A certificate signed by a manager of Altron FinTech or authorised person, whose appointment need not be proved, shall serve as *prima facie* (at face value) proof in any court of law of the indebtedness of the Merchant toward Altron FinTech.

11. USER MANUAL

111. Altron FinTech or the Manufacturer shall, from time to time, issue the Merchant with a User Manual which regulates, among other things, the use of the Product.
112. As set out in clause 1.2.4 of these Terms and Conditions, the User Manual shall be deemed to form part of this Agreement.
113. The Manufacturer may amend the User Manual at any time by notifying the Merchant or Altron FinTech of such amendments. Such amendments shall be deemed to come into effect 7 (seven) days after dispatch of such notification by Altron FinTech or the Manufacturer to the Merchant.

12. CUSTOMER COMPLAINTS AND DISPUTES

121. Upon delivery of the Product to the Merchant, the Merchant shall promptly inspect the Product and deliver to Altron FinTech such evidence of acceptance as Altron FinTech may reasonably require.
122. Unless the Merchant advises Altron FinTech in writing to the contrary within 7 (seven) Business Days of the date of delivery of the Product to the Merchant, the Product shall be deemed to be accepted in good order by the Merchant at the end of such 7 (seven) Business Day period.
123. Any customer related issues must be referred to an Altron FinTech Account Manager by the Merchant immediately.
124. Customer-related complaints and disputes must be addressed to and by an Altron FinTech Account Manager.

13. LIMITATION OF LIABILITY OF ALTRON FINTECH

131. Subject to any applicable law, Altron FinTech shall not be liable or have any obligation or duty towards the Merchant or any third party whatsoever, whether in contract, delict, or otherwise, for any financial loss or loss of profits, income, contracts, anticipated savings, business, or goodwill, or for any other indirect or consequential loss whatsoever, whether foreseeable or unforeseeable, including liability arising from or caused by any one or more of the following, except as expressly provided in this Agreement –
- 13.1.1. failure of Altron FinTech to perform any of its obligations herein due to circumstances beyond its control;
 - 13.1.2. any negligent act or omission (other than gross negligence) of Altron FinTech or any of its employees, consultants, agents, officers, directors, and shareholders; and
 - 13.1.3. *force majeure* (any uncontrollable event that is a result of nature), an offline situation, or any other defect in the computer system of Altron FinTech that is beyond the control of Altron FinTech.
132. Subject to the Consumer Protection Act, in the event that the Merchant incurs any liability to any customer in relation to any Product, including, without limitation, any liability for any claim/s that the Product is "unsafe" or has a "defect", "failure" or "hazard" (as these terms are defined in the Consumer Protection Act), then the Merchant shall have no claim or recourse against Altron FinTech in respect of such customer's claim/s.
133. The provisions of this clause 13 shall continue to apply notwithstanding the termination or expiry of this Agreement.

14. LIABILITY OF THE MERCHANT

141. The Merchant hereby indemnifies Altron FinTech against any damage, loss, injury, and/or consequential damage that the Merchant may sustain.

142 The Merchant undertakes to repay to Altron FinTech on demand any amount credited against the Merchant's account on the Merchant's express instructions while such amount is not covered by an expressly agreed facility and/or funds to the credit of the said account.

15. INDEMNITY

151. Altron FinTech is not responsible for and will not be bound by any act or omission by the Merchant and/or any other third party, which is beyond the terms of this Agreement.
152. The Merchant hereby indemnifies Altron FinTech against any claims and/or damages which result from the Merchant and/or any of its representatives, agents or employees committing an act or omission which:
- 15.2.1. is beyond the terms of this Agreement;
 - 15.2.2. is as a direct result of a failure to comply with this Agreement;
 - 15.2.3. is proven to be fraudulent, dishonest, grossly negligent or a misrepresentation; and
 - 15.2.4. is a breach of any relevant law.
153. The indemnity contained in this clause shall be without prejudice to Altron FinTech's other rights or remedies in terms of this Agreement, any mandate or authority or at law.
154. Subject to any law, the Merchant hereby agrees, without limitation or exception, to indemnify, defend and hold harmless Altron FinTech from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or otherwise resulting directly or indirectly from its use of the Product, whether foreseen or unforeseen.

16. DISCLOSURE OF INFORMATION

161. The parties to this Agreement expressly undertake to keep confidential and not to Disclose to any third party any Information relating to this Agreement or to the negotiations leading up to the conclusion of this Agreement, without the prior written consent of the other party, which consent may not be unreasonably withheld.
162. The Merchant must advise Altron FinTech in writing of any material change its business and/or ownership. In particular, the Merchant must inform Altron FinTech in writing and in advance if for whatever reason –
- 16.2.1. when the owners of the Merchant's business (indicated on the Request Form) change;
 - 16.2.2. when the classification of the Merchant's business changes; or
 - 16.2.3. when there is any other material change in the nature of the Merchant's business. If the nature of his business changes to include the provision of gaming, gambling, or pornography, or related infrastructure or services, this change will be regarded as a material change for the purposes of this Agreement.

17. DEFAULT

171. Altron FinTech may exercise its rights, which include demanding immediate payment of any overdue amounts due and payable to Altron FinTech under this Agreement or terminating this Agreement, as may be permissible in law, without prejudice to any of Altron FinTech's other rights (i.e. without barring any future action Altron FinTech may be entitled to take), if an "event of default" occurs, namely if:
- 17.1.1. the Merchant commits any breach of any term or condition of this Agreement and does not remedy this breach within 10 (ten) Business Days of receiving written notice from Altron FinTech requesting the Merchant to do so; or
 - 17.1.2. any representation or warranty made by the Merchant, or any other documents supplied by the Merchant to Altron FinTech, in connection with this Agreement is incorrect or false (a warranty refers to an express undertaking on the Merchant's part that something is or will be as the Merchant has represented to Altron FinTech or promised Altron FinTech that it is or will be);
 - 17.1.3. the Merchant – being an individual –
 - 17.1.3.1. publishes notice of the voluntary surrender of his/her estate or dies;
 - 17.1.3.2. is placed under administration or commit an act of insolvency as defined in the Insolvency Act 24 of 1936;
 - 17.1.3.3. has any application or other proceedings brought against, or in respect of, him/her where a third party seeks to have him/her sequestrated or placed under curatorship, in any event whether in a manner which is provisional or final, voluntary or compulsory; or
 - 17.1.4. the Merchant – being a juristic entity –
 - 17.1.4.1. is wound up, liquidated, dissolved or deregistered in any event in a manner which is provisional or final, voluntary or compulsory, or it passes a resolution providing for any such event;
 - 17.1.4.2. is treated as being unable to pay its debts;
 - 17.1.4.3. resolves that it will voluntarily begin business rescue proceedings or have any Business Rescue proceedings commenced against it as contemplated in section 132(1) the Companies Act 71 of 2008, as amended;
 - 17.1.4.4. is served with a court order for the attachment of assets or for payment of any amount and which order is not satisfied within 7 (seven) days after the date on which it is issued. Attachment refers to the process in terms of which property or goods or both are taken into custody to secure a judgment or to be sold in satisfaction of a judgment); or
 - 17.1.4.5. compromises or attempts to compromise with its creditors generally or defer payment of debts owing by it to its creditors.
172. In the event of a default by the Merchant, or any other event which gives rise to Altron FinTech having a right of cancellation at common law, Altron FinTech shall be entitled, in addition and without prejudice to any right or remedy which it may have in terms of this Agreement or in law to terminate, immediately and without notice terminate this Agreement.
173. In the event of default by the Merchant, Altron FinTech is authorised to perform any obligation of the Merchant which the Merchant fails to perform on the Merchant's behalf and to claim the cost thereof from the Merchant on demand, including all costs reasonably incurred in regaining possession of all documents, programs, material, and the Product, including shipping, storage, and removal charges, and legal costs on an attorney and own client scale. For these purposes, to the extent applicable, the Merchant hereby irrevocably appoints and authorises Altron FinTech as its duly authorised agent to act in its name, place and stead.

18. TERMINATION AND CANCELLATION

181. In the event that this Agreement is terminated or cancelled for any reason whatsoever, then –
- 18.1.1. Altron FinTech shall be entitled to claim and recover:
 - 18.1.1.1. immediate payment of all monies for which the Merchant may be liable in terms of this Agreement, all of which shall become immediately due and payable, and Altron FinTech shall, despite any claim for immediate payment in terms of this clause, if applicable, and be entitled to claim and recover the relief set out below;
 - 18.1.1.2. any further penalty, damages, or other compensation which it is entitled to in law;
 - 18.1.2. the Merchant shall immediately return to Altron FinTech:
 - 18.1.2.1. if applicable, the Product supplied by Altron FinTech to the Merchant. Otherwise, Altron FinTech shall be entitled to take possession of such Product on the premises of the Merchant or wherever it is kept, in which case the Merchant shall provide Altron FinTech and/or its agent all reasonable cooperation and assistance therewith, including access to its premises, or such other place as the documents, programs, material, and/or the Product may be situated;
 - 18.1.3. The termination or cancellation of this Agreement, for whatever reason, will not affect the rights of a party which may have accrued as at the date of termination or cancellation, and will further not affect any rights which specifically or by their nature survive the termination or cancellation of this Agreement.

19. WARRANTY

191. Notwithstanding the Warranty in the User Manual, the Warranty Period in this Agreement shall be 24 (twenty-four) months.
192. The Warranty Period may be extended or superseded provided it is specifically requested in writing by the Merchant and to Altron FinTech in relation to this Agreement and is accepted by Altron FinTech in writing.
193. Where a repair or replacement of the Product is required in terms of the User Manual, Altron FinTech will levy a service fee of R600.00 to collect the Product by way of courier or may be collected by a Altron FinTech technician and where repair or replacement is required, a credit for the service fee

shall be issued by Altron FinTech unless the repair or replacement is as a result of any willful or negligent act by the Merchant or its customer such as but not limited to misuse or conduct contrary to the provisions of this Agreement.

19. The above constitutes the sole and complete warranty provided by the Manufacturer and Altron FinTech and this warranty supersedes and replaces any other implied or common law warranties of whatsoever nature, including merchantability and fitness for purpose.

20. DISPUTE RESOLUTION

- 20.1. If there is a dispute between the parties, the party initiating the Dispute will give a Dispute Notice to the other party, whereupon each party will promptly designate a senior officer or senior representative, and such designated officers or representatives will attempt in good faith to resolve the Dispute by negotiation.
- 20.2. Each party to the Dispute will provide to the other party all information reasonably requested by the other party that is relevant to the Dispute and not subject to confidentiality obligations to third parties or to a legally recognised privilege from disclosure. All negotiations and settlement discussions to resolve a Dispute shall be treated as compromise and settlement negotiations between the parties and shall not be subject to disclosure through discovery or any other process and shall not be admissible into evidence in any proceeding.
- 20.3. If the parties are unable to resolve the Dispute through negotiation within 20 (twenty) Business Days of the date that the Dispute Notice was delivered, or such longer period as agreed to by the parties, in writing, then the Dispute shall be settled through the appropriate legal action and shall be settled in a South African Court with the relevant jurisdiction or another appropriate forum.

21. NOTICES AND DOMICILIA

- 21.1. The Merchant chooses as its *domicilium citandi et executandi* (address for acceptance of notices) the address set out in the Request Form signed by the authorised person/s on behalf of the Merchant of this Agreement, which shall not be a postal address or poste restante (i.e. a post office that holds mail until the recipient calls for it) and Altron FinTech chooses as its *domicilium citandi et executandi* (address for acceptance of notices) the address set out in clause 1.2.1 above.
- 21.2. The Merchant further chooses as its email address the address set out in the Request Form signed by the authorised person/s on behalf of the Merchant of this Agreement and Altron FinTech chooses as its email address either contactcentre@nupay.co.za or the email address of the Altron FinTech Account Manager.
- 21.3. Either Party shall be entitled to change its address from time to time, provided that the change shall only become effective on receipt by the other Party of written notice by the addressee.
- 21.4. Any notice or communication required or permitted to be given to a party in terms of this Agreement shall be valid and effective only if in writing, but it.

22. FORCE MAJEURE (ANY UNCONTROLLABLE EVENT THAT IS A RESULT OF NATURE)

- 22.1. If either party is prevented from carrying out any of its obligations in terms of this Agreement as a result of an act of nature, including but not limited to strikes, fire, riot, war (whether declared or not), embargoes, export control, international restrictions, shortage of transport facilities, any order of any international authority, any court order, any requirements of any authority or other competent local authority, or any other circumstances whatsoever which are not within the reasonable control of such party, such party will be deemed to have been released from its obligations to perform under this Agreement to the extent that, and for so long as, it is so prevented from performing, and this Agreement will be deemed to have been suspended to such extent and for the period concerned.
- 22.2. As soon as a party becomes aware that an act of *force majeure* (any uncontrollable event) is likely to cause a suspension of this Agreement, it shall give notice in writing to the other party, estimating the approximate duration of such suspension. The estimate shall not be binding and the party claiming *force majeure* (any uncontrollable event) shall -
- 22.2.1. use its best endeavours to terminate the circumstances giving rise to the *force majeure* (any uncontrollable event); and
- 22.2.2. give notice to the other party as soon as the *force majeure* (any uncontrollable event) ceases to operate.
- 22.3. Should an event of *force majeure* (any uncontrollable event) endure and prevent a party from performing its obligations under this Agreement for a period in excess of 90 (ninety) days, then the party who is prejudiced by such inability to perform shall be entitled immediately, on written notice to the other party, to terminate this Agreement.

23. CESSION AND PROTECTION OF RIGHTS

- 23.1. The Merchant may not cede, transfer, assign, delegate, or otherwise deal with all or any of its rights and obligations under this Agreement except with Altron FinTech's prior written consent, which consent shall not be unreasonably withheld.
- 23.2. Altron FinTech shall be entitled, at any time, to cede, transfer, assign, delegate, or otherwise deal with all or any of its rights and obligations under this Agreement to any associated company, or other person, without the Merchant's consent.

24. COST OF ACTION

Should Altron FinTech take legal action against the Merchant in respect of this Agreement, then the Merchant shall be responsible for payment of all legal costs on scale as between attorney and client.

25. GOVERNING LAW

Subject to clause 20, this Agreement, including its interpretation and all disputes arising out of this Agreement, shall be governed by, and construed in accordance with, South African law, and the parties hereby consent to the exclusive jurisdiction of the South African Courts in respect of any matter arising from or in connection with this Agreement, including its cancellation or termination.

26. AUTHORITY TO BIND

The parties hereby expressly warrant and represent to each other that each of them has taken or caused to be taken all steps and actions, and acquired and granted all consents, permissions, and authorisations, necessary to give full and legal effect to this Agreement and to make this Agreement binding upon each of them. The Merchant shall, if requested by Altron FinTech, furnish Altron FinTech with sufficient evidence of the authority of the person/s who will, on behalf of the Merchant, take any action or execute any documents required or permitted to be taken or executed by such person under this Agreement.

27. WHOLE AGREEMENT, NO AMENDMENT, GENERAL

- 27.1. This Agreement constitutes the whole agreement between the parties relating to the subject matter hereof and, if applicable, supersedes any oral agreement concluded between them in relation to the subject matter contained in this Agreement.
- 27.2. No amendment or consensual cancellation of this Agreement or any provision or term thereof or of any agreement, other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions, terms or rights of this Agreement or of any agreement or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.
- 27.3. No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against any party in respect of its rights under this Agreement, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this Agreement.
- 27.4. Each of the parties to this Agreement acknowledges that they have been free to secure independent legal advice as to the nature and effect of all of the provisions of this Agreement and that they have either taken such independent legal advice or dispensed with the necessity of doing so.
- 27.5. Each of the parties to this Agreement further acknowledges that all of the provisions of this Agreement and the restrictions contained in this Agreement are fair and reasonable in all the circumstances and are part of the overall intention of the parties.
- 27.6. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed to be the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed in this Agreement.

28. FURNISHING OF INFORMATION BY CUSTOMER AND TRADE REFERENCING

- 28.1. The Merchant shall forthwith after the conclusion of this Agreement, furnish Altron FinTech with all information reasonably required by Altron FinTech to enable it do business with the Merchant and to comply with its obligations. The Merchant warrants that all information supplied to Altron FinTech shall at all times be accurate and up to date. The Merchant hereby consents to the processing by Altron FinTech of its personal information and any other information that the Merchant may provide to Altron FinTech for all purposes related to fulfilling Altron FinTech's contractual obligations ("**Personal Data**"), subject to all applicable laws and regulations to the extent applicable to Personal Data processed under this Agreement, then in effect and applicable to Personal Data processed under this Agreement including, without limitation: the Protection of Personal Information Act, Act No. 4 of 2013 ("**POPIA**"), Regulation 2016/679 ("**EUGDPR**"), Directive 2002/58/EC (the "**ePrivacy Directive**"), the Data Protection Act 2018 ("**DPA 2018**") the UK General Data Protection Regulation of the United Kingdom ("**UKGDPR**") and where applicable all United States Federal Trade Commission ("**FTC**") rules.
- 28.2. The Merchant warrants that it has obtained such consent as may be legally required under prevailing legislation, for the personal information of its suppliers, clients (including the Customers), employees, agents, directors and representatives to be collected, used and processed by Altron FinTech as aforesaid and hereby indemnifies Altron FinTech and its holding companies, subsidiaries and subsidiaries of its holding companies against any claim, loss, damages, fines and penalties in the event of its failure to have obtained such consent.
- 28.3. Where appropriate and depending on the nature of the services and/or goods to be supplied or delivered by Altron FinTech, the parties will enter into and conclude an appropriate agreement to protect and regulate their respective rights and obligations relating to the protection and processing of Personal Data and personal information in accordance with POPIA.
- 28.4. Altron FinTech reserves the right at any time before or during the contractual relationship with the Merchant to obtain trade references and to make enquiries regarding the Merchant's credit standing. In this regard the Merchant undertakes to provide Altron FinTech with such information as is customary to enable Altron FinTech to make enquiries of this nature and it hereby provides its consent for Altron FinTech to make such enquiries and for the counter-parties to whom such enquiries may be addressed to provide the required information.
- 28.5. The Merchant agrees that Altron FinTech may process its Personal Data, which processing may include the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use, or the dissemination by means of transmission, distribution or making available in any other form, or the merging, linking, as well as restriction, degradation, erasure or destruction of Personal Data of the Merchant.
- 28.6. The Merchant is referred to the Privacy Policy of Altron FinTech on www.altron.com and hereby acknowledges that it has familiarised itself with the Privacy Policy.

[END OF TERMS AND CONDITIONS]