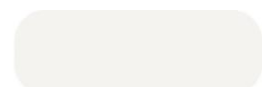


THE PARTIES AGREE THAT –

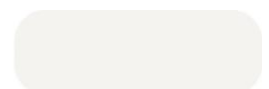
1. **DEFINITIONS** In this Agreement, unless a contrary intention clearly appears, the following terms shall bear the meanings assigned to them and cognate expressions shall have corresponding meanings –
- 1.1. **“Agreement”** means this master rental agreement and its schedules, each of which is an integral part of this agreement and shall be interpreted and construed accordingly;
- 1.2. **“Annual Percentage Change”** means, with reference to the most recent statistics available at the relevant anniversary of the Effective Date, a minimum of the change in the South African Headline Consumer Price Index escalated by appropriate economic conditions and expressed as an overall percentage.
- 1.3. **“Business Day”** means any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;
- 1.4. **“Confidential Information”** means all information and data of any nature, whether tangible, intangible, oral or in writing and in any format or medium, that is obtained or learned by, disclosed to or comes to the knowledge of a Party (**“Receiving Party”**) by or from the other Party (**“Disclosing Party”**) during the course or arising out of this Agreement, by whatsoever means, which by its nature or content is or ought reasonably to be identifiable as confidential or proprietary to the Disclosing Party or which is disclosed in confidence and whether or not it is marked or identified as ‘confidential’, ‘restricted’, ‘proprietary’ or in similar fashion, including –
- 1.4.1. information and data relating to its strategic objectives, business plans, business relationships, customers and Staff;
- 1.4.2. information and data contained in or constituting its information technology;
- 1.4.3. its proprietary Intellectual Property and/or Intellectual Property that is proprietary to a third party and in respect of which it has rights of use or possession.
- Confidential Information excludes information or data –
- 1.4.4. in the public domain at the time of its disclosure to the Receiving Party or which subsequently becomes part of the public domain by publication or otherwise, other than by breach of an obligation of confidentiality by the Receiving Party or any third party;
- 1.4.5. becoming available to the Receiving Party from a source, other than the Disclosing Party, other than by breach of an obligation of confidentiality by the Receiving Party or any third party;
- 1.4.6. developed independently by the Receiving Party without the knowledge of, use of or access to the Confidential Information, using Staff who have not in any way been employed (directly or indirectly) in the use of the Services or Goods;
- 1.4.7. disclosed pursuant to a requirement by operation of law, regulation or order of court or other administrative body, but then only to the extent so disclosed and in the specific instance and under the specific circumstances in which it is obliged to be disclosed; Provided that –
- 1.4.8. the onus shall at all times rest on the Receiving Party to establish that such information or data falls within an exclusion;
- 1.4.9. the information or data disclosed is deemed not to be within the foregoing exclusions merely because it is embraced by more general information or data in the public domain or in a third party’s possession;



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- 1.4.10. A combination of features is deemed not to be within the foregoing exclusions merely because individual features are in the public domain or in a Party's possession. A combination of features shall be excluded only if the combination itself is in the public domain or was already in the Receiving Party's possession. The determination of whether information is Confidential Information shall not be affected by it being subject to or protected by common law or statute related to copyright, patent, trademarks or otherwise;
- 1.5. "**Customise**" means altering or modifying the existing functionality of or adding new functionality to an item of Goods;
- 1.6. "**Customised Software**" means the Object Code and Documentation of Software Customised by GAAP for Client, including associated Updates and Upgrades which may be provided to Client;
- 1.7. "**Date of Signature**" means the date of the last signature of this Agreement or a Support Services appendix, as the case may be;
- 1.8. "**Delivery and Installation Certificate**" means the delivery and installation certificate in the format in Appendix 1;
- 1.9. "**Destructive Element**" means malicious computer software, code or routines which –
- 1.9.1. might disrupt, distort, disable, harm or otherwise impede the operation of the Goods or any associated software or hardware;
- 1.9.2. might disable or impair in any way the operation of Goods based on an elapsed period of time or advancement to a particular date or other numeral;
- 1.9.3. might permit any person to access (remotely or otherwise) and disable or impair the Goods;
- 1.9.4. comprise harmful or hidden procedures, routines or mechanisms which might cause the Goods to cease functioning;
- 1.9.5. might damage or corrupt data, storage media, software, firmware, hardware or communications or otherwise interfere with technology operations generally;
- 1.10. "**Documentation**" means user documentation published by the manufacturer or original licensor of an item of Goods, describing its functionality and intended operation, either on paper or electronic media format, as determined by GAAP;
- 1.11. "**Effective Date**" means the date so described on the face page hereof, notwithstanding the Date of Signature;
- 1.12. "**Foreign Currency**" means, if applicable, the currency specified in Appendix 1 based on which the rental for specified Goods has been determined;
- 1.13. "**Franchisor**" means
- 1.14. "**Goods/Products**" means, as applicable, Software and/or Customised Software and/or Commodity Software and/or Hardware;
- 1.15. "**Hardware**" means the computer hardware to be provided by GAAP to Client as described in Appendix 1, including its Documentation, power cabling and connectivity required to connect –
- 1.15.1. those internal components which are integral to and must operate or interact with each other;
- 1.15.2. it to a single network point;

- 1.16. **"Intellectual Property"** means, collectively, patents, copyright, trademarks, logos, style names, slogans, designs, models, methodologies, Know-How, inventions, trade and business secrets and any other type of intellectual property (whether registered or unregistered including applications for and rights to obtain, use or for their protection) which are used or held, whether or not currently, in connection with a party's business;
- 1.17. **"Know-How"** means ideas, designs, documents, diagrams, information, devices, technical data, scientific data, secret and other processes and methods used in connection with a party's business, and, all available information regarding marketing and promotion of the products and services of a party, and, all and any modifications or improvements to any of them which do not constitute entirely new products or services;
- 1.18. **"Losses"** means all losses, damage, damages, liabilities, fines, penalties, claims and all costs and expenses (including related legal fees on the attorney-client scale, tracing and collection charges, costs of investigation, interest and penalties);
- 1.19. **"Minimum Rental Period"** means the period described as such in Appendix 1, calculated from the Effective Date;
- 1.20. **"Monthly Rental"** means the monthly rental payable by Client to GAAP in respect of the Goods commencing, is the amount so described in Appendix 1, subject to escalations as set out in the Agreement.
- 1.21. **"New Release"** means a new software program developed to replace its predecessor thus becoming the new release/version of the Software, which generally adds substantial new functionality and improvements and is installed as a new software program;
- 1.22. **"Object Code"** means the compiled code of a software program which is written in a software programming language and is executable by a central processing unit capable of reading the code;
- 1.23. **"Reimbursable Expenses"** means out-of-pocket expenses actually incurred by GAAP in performing its obligations in terms of this Agreement including stationery, media, report and presentation material, local road travel, local air travel, international air travel, 4-star or business-equivalent accommodation, per diem allowance and vehicle rental;
- 1.24. **"Services"** means the various services more fully described in this Agreement, including Installation Services and Support Services, each of which has the following meaning –
- 1.24.1. **"Installation Services"** means the services more fully described in this Agreement, particularly clause 10;
- 1.24.2. **"Support Services"** means the services more fully described in this Agreement, particularly Appendix 2;
- 1.25. **"Site"** means the physical location described in Appendix 1 to which Goods shall be delivered and/or at which Services shall be performed, and at which Goods may be used;
- 1.26. **"Software"** means the Object Code and Documentation of the software described in Appendix 1 to be supplied by GAAP to Client including any associated Customised Software, Updates, Upgrades, New Releases and/or any other software which GAAP may provide;
- 1.27. **"Staff"** means a Party's employees, agents, independent contractors, sub-contractors or other representatives;

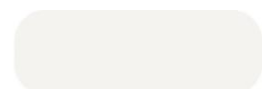


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- 1.28. **"Time and Materials"** means GAAP's standard published hourly services charge out rate and product/materials list price, from time to time;
- 1.29. **"Update"** means software developed to correct errors or fix bugs in Software, which is installed into the Software being updated;
- 1.30. **"Upgrade"** means software developed to improve existing functionality or add limited new functionality to Software, which is installed into the Software being upgraded;
- 1.31. **"VAT"** means value-added tax per the Value-Added Tax Act, 1991;
- 1.32. **"Warranty Period"** means the 60-day period calculated from the Effective Date.

2. INTERPRETATION

- 2.1. Clause headings in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify its terms nor any of its clauses.
- 2.2. In this Agreement unless a contrary intention clearly appears, words importing: any one gender include the other two; the singular include the plural and vice versa; natural persons include legal entities (corporate or unincorporated) and the state and vice versa.
- 2.3. Any reference to an enactment in this Agreement is to that enactment as at the Date of Signature and as amended or re-enacted from time to time.
- 2.4. Any substantive provision in any definition in this Agreement which confers rights or imposes obligations on a Party shall, notwithstanding that it is only in a definition, be given effect to as if it were a substantive provision in the body of the Agreement.
- 2.5. When a number of days is prescribed in this Agreement, they shall be reckoned exclusively of the first 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 succeeding Business Day.
- 2.6. Defined expressions in this Agreement shall bear the same meanings in schedules to this Agreement which do not themselves contain their own definitions.
- 2.7. Reference to days, months or years in this Agreement shall be construed as Gregorian calendar days, months or years.
- 2.8. Any term defined within the context of any particular clause in this Agreement shall, unless otherwise determined by the context, bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that such term is not defined in the definition clause.
- 2.9. Expiration or termination of this Agreement shall not affect such of its provisions as expressly provide that they shall continue to operate thereafter or which of necessity must continue to have effect thereafter notwithstanding that the clauses themselves do not expressly provide for this.
- 2.10. In this Agreement 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.
- 2.11. Any reference in this Agreement to a Party shall, 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.
- 2.12. In this Agreement the words "include", "including" and "in particular" shall be construed as being by way of example or emphasis only and shall not be construed nor shall they take effect as limiting the generality of any preceding words.



2.13. In this Agreement the words "other" and "otherwise" shall not be construed eiusdem generis with any preceding words where a wider construction is possible.

3. STRUCTURE OF THIS AGREEMENT

3.1. This Agreement is a master rental agreement and its terms shall apply to each Appendix 1 and/or Appendix 2 executed between the Parties from time to time, each of which shall describe and regulate an engagement for the rental of Goods and/or performance of Services.

3.2. No Appendix 1 and/or Appendix 2 shall be of any force or effect unless it is executed by duly authorised representatives of each Party and, once duly executed, shall constitute an individual transaction in terms of this Agreement and shall be –

3.2.1. a separate agreement between the Parties upon the terms hereof;

3.2.2. construed and interpreted as an integral part of this Agreement;

3.2.3. Subject to the terms of this Agreement.

3.3. Termination or expiration of any **Appendix 1** and/or **Appendix 2** shall not affect the continued operation of this Agreement or any other **Appendix 1** and/or **Appendix 2** to it.

4. APPOINTMENT

4.1. Client hereby appoints GAAP with effect from the Effective Date to rent Goods to and perform Services for Client upon the terms of this Agreement. GAAP hereby accepts the appointment upon the terms and conditions of this Agreement.

4.2. To the extent permissible by law, Client hereby consents to –

4.2.1. GAAP making enquiries regarding Client's credit record with any credit reference agency and any other party when assessing Client's application;

4.2.2. GAAP providing credit reference agencies with regular updates regarding how Client manages its account, including Client's failure to meet any terms and conditions hereof;

4.2.3. credit agencies making Client's records and details available to other credit grantors;

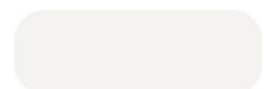
4.2.4. GAAP furnishing such information to any person who, in GAAP's opinion, needs it to carry out any of GAAP's rights or duties in terms hereof or any law pertaining to the Goods;

4.2.5. GAAP withdrawing from current arrangements, renegotiating the terms and conditions of this Agreement and/or calling for additional security in the event of any material deterioration in Client's financial position during the term of this Agreement.

5. DURATION

5.1. This Agreement shall commence on the Effective Date and endure for no less than the Minimum Rental Period after which it shall automatically renew for consecutive periods of 12 months each. Either Party shall be entitled to terminate this Agreement with effect from expiry of the Minimum Rental Period or any subsequent 12-month period, by giving no less than 90 days prior written notice to this effect to the other Party.

5.2. Under no circumstances whatsoever shall Client be entitled to early settle and/or cancel this Agreement, unless otherwise agreed in writing by GAAP upon terms acceptable to GAAP, including recovery of all Monthly Rentals payable hereunder to the end of the Minimum Rental Period or the then-current subsequent 12-month period, as the case may be.

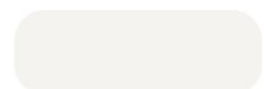


6. GOODS

- 6.1. Prior to delivery, Client shall prepare the Site for the installation of the Goods and shall thereafter maintain an appropriate environment, as specified in the Documentation, suitable for the proper operation of the Goods.
- 6.2. If any Goods ordered are not available at the time of delivery, GAAP may substitute compatible Goods of equivalent functionality and performance which shall become the Goods for the purposes hereof. In this event GAAP shall deliver a revised Appendix to Client for signature at the time of delivery of the Goods, which revised Appendix 1 shall substitute that appended to this Agreement.
- 6.3. GAAP shall not be responsible for any malfunction, non-performance or degradation of performance of Goods caused by or resulting from, directly or indirectly, any alteration, adjustment, modification, repair (including any attempt to repair) or attachment of other products to Goods, made by anyone other than GAAP.
- 6.4. Client hereby irrevocably appoints GAAP as its attorney in *rem suam* with the right on behalf of Client to sign the Delivery and Installation Certificate should Client fail to do so within 3 Business Days after becoming obliged to do so.
- 6.5. Upon termination of this Agreement Client shall return the Goods to GAAP in the same good condition, good and proper working order and complete, as they were at the Effective Date (fair wear and tear excepted), by delivering them to the physical address selected by GAAP as its *domicilium citandi et executandi* or such other address within the Republic of South Africa as GAAP may stipulate. Goods shall be properly packed and shipped and insured at Client's cost and risk.

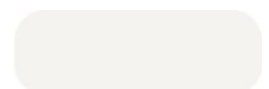
7. RISK, OWNERSHIP AND DELIVERY

- 7.1. All delivery dates given or indicated by GAAP in or arising out of this Agreement by which any associated Goods or Services are estimated to be delivered or performed, are approximate only and GAAP shall not be bound to deliver Goods or perform Services at any specific date or time.
- 7.2. GAAP shall physically deliver the Goods to the Site, upon delivery of the Goods, the risk in and to the Goods shall pass to the Client.
- 7.3. At the time of delivery, the Parties shall physically inspect the Goods delivered and Client shall not be obliged to take delivery of any excess Goods or those whose packaging is noticeably damaged. Client shall acknowledge receipt in good working order of Goods of which it takes delivery, by signing the accompanying Delivery and Installation Certificate to that effect.
- 7.4. If the quote includes insurance cover (quote will state clearly if insurance is included or not) then Client agrees that all goods are comprehensively insured by GAAP against all risks for their full replacement value. In the event of –
 - 7.4.1. a loss requiring the replacement of any Goods, Client shall pay the minimum excess of R 2 500 or 10% of the replacement value of the equipment (whichever is higher) charged by the insurers per incident subject to forced entry with regards theft of the Goods and the replacement goods shall become the Goods for the purposes of this Agreement and the property of GAAP;



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- 7.4.2. a loss not requiring replacement, Client shall restore the Goods to the same good condition, good and proper working order and complete, as they were at the Effective Date (fair wear and tear excepted),
- 7.4.3. GAAP reserves the right to increase the excess charge after multiple claims against this policy, and also to cancel insurance following multiple claims on the policy, thereafter requiring proof of own insurance from the client. in each case applying any proceeds of the insurance but otherwise at Client's own expense.
- 7.5. Goods are and shall remain the property of GAAP. Client's interest in the Goods shall be as hirer, upon taking delivery. Neither Client nor any person on its behalf shall –
 - 7.5.1. during or after termination of this Agreement become owner of the Goods;
 - 7.5.2. After termination of this Agreement retain the possession, use or enjoyment of the Goods.
- 7.6. Client shall –
 - 7.6.1. ensure that Goods are not encumbered by operation of law or otherwise. Should Goods become subject to any encumbrance by operation of law or otherwise and GAAP make payment of the amount necessary to procure the release thereof, such payment shall be a debt due by Client and payable to GAAP on demand;
 - 7.6.2. procure that Goods are not affixed to any premises and/or property and/or asset in such a manner that they might accede or become permanently attached to same. Client acknowledges that the Goods are and are intended to remain, movable property;
 - 7.6.3. not sell, offer for sale, transfer, lease, assign, charge, encumber or otherwise dispose of, deal with or part with possession of the Goods or any interest therein;
 - 7.6.4. not cause nor allow any alteration, adjustment, modification, repair (including any attempt to repair) or attachment of other products to Goods, by anyone other than GAAP or a duly qualified and expert third party approved by GAAP in writing. Under no circumstances shall GAAP be liable to compensate Client for any alteration, adjustment, modification, repair or attachment to Goods all of which shall become the property of GAAP;
 - 7.6.5. not cause nor allow any identification mark, name or notice on any Goods to be altered, obscured or removed in any way or manner;
 - 7.6.6. allow GAAP to inspect each Site and Client's premises, generally, at all reasonable times on demand, in order to inspect the Goods and Client's use of the Goods.
- 7.7. Client shall notify in writing –
 - 7.7.1. GAAP, of the name and contact details of the landlord, owner and mortgagee of each Site to which Hardware is to be delivered;



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7.7.2. the landlord of any Site to which Goods may be delivered, of the reservation and vesting of ownership in GAAP and, if requested to do so by GAAP, provide written acknowledgement by the landlord thereof to GAAP. Client acknowledges that GAAP may give similar notice to the landlord.

8. LICENCE

8.1. GAAP hereby grants Client a personal, non-exclusive and non-transferable licence to use each item of Software during the term of this Agreement for the purposes of processing Client's data for its own internal business purposes and upon the associated licence parameters described in Appendix 1, including the number of instances which may be installed, the identified Site where it may be installed and/or the identified CPU on which it may be installed.

8.2. Should the identified CPU on which any item of Software is installed –

8.2.1. become unavailable or unable to read and execute the Software, Client may temporarily install that Software on an alternative CPU until such time as the original CPU is again available or capable of reading and executing the Software, in which case Client shall deinstall the Software from the CPU on which it was temporarily installed;

8.2.2. be permanently de-commissioned, Client shall de-install the Software from the de-commissioned identified CPU and install it on a replacement CPU which replacement CPU shall become the identified CPU for all purposes in terms of this Agreement.

8.3. On each occasion, Client shall notify GAAP in writing of each temporary installation and subsequent de-installation and any de-commissioning de-installation and replacement installation, immediately after its occurrence.

8.4. Client irrevocably undertakes and agrees that upon termination/ breach for whatever reason of the licence granted in respect of any item of Software, Client shall –

8.4.1. immediately cease use of that item of Software;

8.4.2. immediately de-install every copy (including partial copy) of that Software;

8.4.3. at the option of GAAP notified in writing to Client and instead of returning it, destroy every copy and partial copy of that item of Software, and certify its compliance with the aforesaid requirements by way of a written notice addressed by a director of Client to GAAP.

8.5. Commodity Software

8.5.1. Client agrees that Software identified in Appendix 1 as third party commodity software ("Commodity Software") is freely available for acquisition by Client from multiple sources on the open market and shall be licensed to Client on its accompanying licence terms, including terms relating to warranties and remedies, and accordingly orders it from GAAP on that basis. Client warrants that at the Date of Signature hereof, it shall have sought out, familiarised itself with and agreed to such accompanying licence terms. Client agrees to look solely to the warranties and remedies, if any, provided by the original licensor or supplier of such Commodity Software, to the exclusion of all warranties and remedies afforded to Client in terms of this Agreement.

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- 8.5.2. Any delays incurred in the performance of Agreement arising directly or indirectly out of or in connection with Client's failure to agree the accompanying licence terms of, or cancelling any order for, such Commodity Software, shall be for the risk of Client who hereby indemnifies GAAP against same. Any costs, penalties or charges incurred by GAAP resulting from the cancellation of any order for such Commodity Software shall be for the account of Client who shall reimburse these to GAAP upon demand.
- 8.6. Client shall not be entitled to use Software to offer data processing, hosting, application service provider, timesharing, facilities management, outsourcing or bureau services to third parties unless Client shall have entered into a separate licence agreement with GAAP which specifically authorises such use and made payment to GAAP of all associated licence fees.
- 8.7. Client may make 2 complete copies of each item of Software licensed to Client and retain 1 copy for back-up purposes, and 1 copy for disaster-recovery purposes. Client shall –
- 8.7.1. notify GAAP in writing of each copy made and its location;
- 8.7.2. ensure that each copy (including any partial copy) bears all trademarks, trade names and all copyright, ownership, proprietary and confidentiality notices as are included on the original, and shall not cause nor allow any such mark, name or notice to be altered, obscured or removed in any way or manner;
- 8.7.3. not use any back-up or disaster-recovery copy in productive use, except in circumstances where Client has experienced a disaster, or other than for the limited purpose of testing Client's disaster-recovery facilities, not to exceed 7 days in any 12-month period.
- 8.8. Client shall not in any way de-compile, disassemble or reverse engineer the whole or any part of any Software.
- 8.9. Client shall not translate, adapt, vary, modify or create any derivative work from any Software or have any software or other program written or developed for itself based on the Software or on any Confidential Information.
- 8.10. Client acknowledges and agrees that the Software contains purpose designed access codes and time-locks which are specifically designed to control proper and authorised licensing of the Software by way of licence keys. Client shall not in any way remove, bypass or de-activate (nor attempt nor permit any attempt to remove, bypass or de-activate) such access codes and time-locks. A breach of this provision by Client shall be material going to the root of this Agreement.
- 8.11. Client acknowledges that whilst GAAP takes reasonable care to exclude then-known Destructive Elements from the media on or from which Software is supplied, no warranty is given that Software is free of Destructive Elements.
- 8.12. Software licensed to Client in terms of this Agreement (including Customised Software and Commodity Software), is not automatically supported and the licence does not entitle Client to Updates, Upgrades, New Releases or Support Services therefore. Should Client wish to acquire any Updates, Upgrades, New Releases or Support Services these should be contracted for with, and acquired from, GAAP separately. Client agrees that the terms of this Agreement shall apply to any such Updates, Upgrades, New Releases or Support Services so contracted for by Client.

9. GENERAL TERMS RELATING TO SERVICES

- 9.1. Should GAAP be delayed or prevented from performing its obligations by factors beyond GAAP's reasonable control, including Client's failure to perform its responsibilities in a timely manner, GAAP shall be entitled to an equitable adjustment in the Delivery Dates and consideration described herein.
- 9.2. Client agrees and acknowledges that all engineering, diagnostic, maintenance and support manuals and documentation supplied and used by GAAP but located at the Site or Client's premises generally, are the property of and include Confidential Information of GAAP. Client shall safeguard such materials and ensure that they are used only by GAAP. Client agrees that GAAP may remove them from Client's premises or Site at any time and hereby irrevocably grants GAAP the right to enter upon any Site or Client's premises generally at any time during Client's normal business hours to remove them.

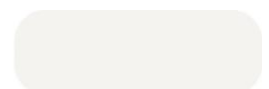
10. INSTALLATION SERVICES

- 10.1. Installation Services comprise installation and commissioning by GAAP of the Goods at the Site within a reasonable period after their delivery to Client, during normal working hours. Installation Services shall be charged for on a Time and Materials basis, failing agreement to the contrary.
- 10.2. Installation Services do not include installation, supply or connection of external electric current supplies required to meet GAAP's electric power requirements from the main power source nor does it include the installation, supply or connection of any LAN, WAN or VPN beyond the network point.
- 10.3. Client shall provide a dedicated power point and dedicated network point within a 1 meter radius of each item of Hardware's designated location at the Site.
- 10.4. Client shall pay all costs incurred by GAAP in relation to rigging, hoisting equipment and related labour costs, and, costs to comply with any local law requirements, all of which costs are deemed to be Reimbursable Expenses.
- 10.5. Installation Services for Goods shall be deemed to have been duly and properly performed and the Goods properly installed when the Goods have been unpacked, assembled (where applicable), connected to a power point and network point (where applicable), and, their in-built diagnostics and test routines have run successfully. Client shall acknowledge proper installation of the Goods by signing the accompanying Delivery and Installation Certificate to that effect.

11. CLIENT'S OBLIGATIONS

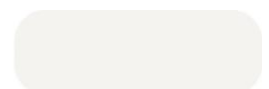
Client shall –

- 11.1. not cause nor allow Goods to be removed from or relocated at the Site without GAAP's prior written consent;
- 11.2. maintain Goods in good condition, good and proper working order and complete;
- 11.3. acquire and install lightning or power surge protection and other safety or protection devices as GAAP may reasonably require;



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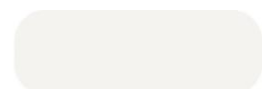
- 11.4. provide GAAP access to the Site and the Goods during normal working hours and at such other times as GAAP may reasonably request, to enable GAAP to deliver Goods, perform the Services and generally perform its obligations as required by this Agreement;
- 11.5. use and store Goods at the Site within the environmental specifications specified in their Documentation or by their manufacturer or licensor or by GAAP from time to time;
- 11.6. not cause nor allow Goods to be used other than by persons who have successfully completed appropriate training in the use of the Goods and then only for the purpose for which they were designed;
- 11.7. perform the obligations recorded in this Agreement in a timely manner and shall facilitate the due performance by GAAP of its obligations which are in whole or in part dependent on timely performance by Client;
- 11.8. Ensure that all Intellectual Property used by Client on or in connection with the Goods or Services or to which GAAP is given access by Client, is duly and properly licensed or authorised. Client indemnifies and holds GAAP harmless against all Losses incurred by GAAP arising directly or indirectly out of or in connection with any claim, demand, charge, action, cause of action, or other proceeding made or brought against GAAP by any third party for infringement or unauthorised use of such Intellectual Property;
- 11.9. provide all Client information, data and documentation reasonably required for GAAP to duly and properly perform the Services, including contact with Client's Staff who have access to it as part of their normal duties;
- 11.10. provide all necessary assistance reasonably requested by GAAP to enable GAAP to properly perform its obligations hereunder;
- 11.11. provide secure parking and space for GAAP's Staff at the Site, including access to electrical power points, telephone and fax services, to enable GAAP to carry out the Services;
- 11.12. be solely responsible for the transfer of its work onto the Goods and proving the operation and the use of the Goods in its business and operations;
- 11.13. be solely responsible for the use of the Goods including audit controls, operating procedures, security of input and output data, restart and recovery routines, and any other procedures necessary for Client's intended use of the Goods;
- 11.14. be solely responsible for ensuring the accuracy, correctness and completeness of all input and/or output data to be used on or in conjunction with the Goods, prior to the use of such data on or in conjunction with the Goods or in Client's business and operations;
- 11.15. be solely responsible for compliance with and the giving of instructions to GAAP relating to all legal and regulatory requirements governing Client's business and operations.
- 11.16. All rent to own contracts shall be subject to an automatic Hardware maintenance contract upon expiry of the rental period, for consecutive periods of 12 months each. Either Party shall be entitled to



terminate this Agreement with effect from expiry of the Minimum Rental Period or any subsequent 12-month period, by giving no less than 90 days prior written notice to this effect to the other Party.

12. CONSIDERATION AND PAYMENT TERMS

- 12.1. Client undertakes and warrants that it shall retain proof of payment of the Monthly Rental and Support Services fees in the form of bank statements or paid cheques. Accordingly, and in terms of §20(7) of the Value-Added Tax Act, 1991 read together with VAT Practice Note No. 2 of 1991, no tax invoice shall be required to be issued by GAAP in respect of the Monthly Rental or Support Services fees due by Client in terms of this Agreement.
- 12.2. During the term of this Agreement, Client shall pay to GAAP –
 - 12.2.1. the Monthly Rental, monthly in advance on or before the 27th day of the preceding month to which it relates;
 - 12.2.2. Support Services fees, monthly in advance on or before the 27th day of the preceding month to which they relate.
- 12.3. All other charges and all fees for all other Services shall become due and owing upon the dates described in this Agreement failing which they shall become due and owing upon their delivery or performance or tendered delivery or performance to Client, and shall thereafter be payable by Client within 30 days from the date of a valid tax invoice from GAAP.
- 12.4. Client shall be liable for Reimbursable Expenses reasonably incurred by GAAP in performing its obligations under this Agreement. GAAP shall invoice Client monthly in arrears for Reimbursable Expenses plus a reasonable mark-up thereon for administration and handling.
- 12.5. Client shall pay each Monthly Rental, all Support Services fees, all other charges and fees and all Reimbursable Expenses when they become payable and shall not defer, delay or withhold payment under any circumstances, including when they are disputed. Payment shall be made via debit order and the Client shall complete the debit order authorisation form upon request by GAAP. GAAP's bankers, free of exchange, set-off and any other deduction, and payment shall not be effected until the funds have been cleared to and received by GAAP's bankers as follows –
 - 12.5.1. FNB, Branch code 254 005, account no. 6211 640 6712. 12.6.
- 12.6. GAAP shall be entitled at any time and from time to time upon written notice to Client to change its banker's details and/or to direct that Client make payment in any other manner to any address within the Republic of South Africa. Payments to bankers or to addresses other than those so directed shall not have the effect of discharging Client's obligations.
- 12.7. The Monthly Rental and the Support Services fees are inclusive of VAT at the prevailing rate as at the Effective Date and/or the date on which Support Services commence, as the case may be. Client shall bear the risk of any increase in the prescribed rate of VAT affecting the Monthly Rental and Support Services fees and GAAP shall be entitled to adjust the Monthly Rental and Support Services fees accordingly, without prior notice to Client.



Terms and Conditions

- 12.8. All other charges payable in terms of this Agreement are exclusive of VAT which shall be charged to Client in addition, at the rate and in the manner for the time being prescribed by law.
- 12.9. The Monthly Rental, Support Services fees and all other charges payable in terms of this Agreement are exclusive of –
- 12.9.1. any taxes or duties which are levied or charged by any revenue authority (including the South African Revenue Services), all of which shall be for the account of Client. Should Client be obliged to deduct any withholding taxes from any amounts due to GAAP, then –
- 12.9.1.1. the amount payable by Client shall be grossed up by Client such that after deduction of the withholding tax, GAAP receives the full amount specified in the Agreement;
- 12.9.1.2. Client undertakes and warrants that it shall make due and timely payment of such withholding taxes due by it to the appropriate revenue or other government authority;
- 12.9.2. any other fees and costs (including freight, delivery and insurance), all of which shall be for the account of Client.
- 12.10. If during the term of this Agreement any change occurs in legislation (or its interpretation) or banking practice which increases the cost to GAAP of performing or maintaining this Agreement, then GAAP shall be entitled on each such occurrence without prior notice to Client, to increase the Monthly Rental by an amount which gives GAAP the same after tax return on its investment as that calculated at the Effective Date, taking into account the same factors used to calculate the present after tax return.
- 12.11. Where Appendix 1 identifies that the Monthly Rental has been determined based on a Foreign Currency, that Monthly Rental shall fluctuate with any appreciation or depreciation in the exchange rate between the South African Rand and the Foreign Currency from the Date of Signature hereof ("1st Date") until the date the Goods arrive at customs in the Republic of South Africa ("2nd Date"). Client shall bear the risk and receive the benefit of any variation in the exchange rate. The ZAR/Foreign Currency rate quoted by Nedbank Limited, Commercial branch as their 1 month forward rate for imports at 10:00 on the 2nd Date, shall be used to determine any fluctuation in the exchange rate. Any dispute as to the exchange rate to be utilised in terms of this clause shall be finally determined by the branch manager of Nedbank Limited, Commercial branch, (whose authority it shall not be necessary to prove) acting as an expert.
- 12.12. Should GAAP agree to purchase forward cover for any Foreign Currency exposure, the cost of acquiring such forward cover is deemed to be a Reimbursable Expense.
- 12.13. The Monthly Rental and the fees for Services shall adjust upwards each year on the anniversary of the Effective Date, by the Annual Percentage Change.
- 12.14. Any amount not paid by Client on due date to GAAP shall bear interest at the prime lending rate charged by Nedbank Limited to its most favoured private individual clients on an unsecured overdraft basis from time to time, plus 5 percentage points, as certified by any branch manager of that bank whose authority it shall not be necessary to prove, calculated from due date to date of actual payment, both days inclusive.
- 12.15. A certificate under the hand of any director of GAAP, whose appointment it shall not be necessary to prove, specifying the amount of any debt owed by Client under this Agreement, shall be prima facie evidence of Client's indebtedness to GAAP for the purposes of seeking a judgment or order against Client in a court of law.

Terms and Conditions

- 12.16. Any failure by Client to make any payment on due date shall be a material breach of these terms going to the root of this Agreement and
- 12.17. Should Client commit a material breach of this Agreement or breach any other terms of this Agreement and fail to remedy same timeously, or should an event of default occur to Client as described in clause 22, all amounts (including but not limited to all amounts in arrears, interest thereon, plus the total Monthly Rentals due for the remainder of the Minimum Rental Period) due by Client to GAAP in terms of this Agreement shall become immediately due, owing and payable to GAAP whether or not the due date for same has arrived, and Client shall make payment of those amounts.

13. CONFIDENTIALITY

- 13.1. The Parties shall treat all Confidential Information as strictly confidential. The Receiving Party shall not directly or indirectly use the Disclosing Party's Confidential Information for its own benefit nor for the benefit of any other person nor for any purpose other than carrying out its obligations in accordance with and upon the terms of this Agreement.
- 13.2. The Receiving Party shall not disclose the Confidential Information to any person whomsoever other than the Receiving Party's Staff who are directly involved in carrying out the Receiving Party's obligations in terms of this Agreement and then only on a need-to-know basis. Before revealing any Confidential Information to them, the Receiving Party shall procure that Staff are made aware of the confidential nature of the Confidential Information being made available to them and that Staff who are –
- 13.2.1. employees, have each signed an undertaking with like obligations of confidentiality; and
- 13.2.2. Sub-contractors, independent contractors, other representatives or agents, have each signed a separate undertaking in favour of the Disclosing Party with like obligations of confidentiality.
- 13.3. The Receiving Party shall procure that its Staff observe and comply with these said confidentiality obligations, whether or not they continue to be employed or contracted by the Receiving Party.
- 13.4. The Receiving Party shall initiate internal security procedures reasonably acceptable to the Disclosing Party to prevent unauthorised disclosure of the Confidential Information.
- 13.5. The Receiving Party shall use the same standard of care (which shall not amount to less than a reasonable standard of care) in protecting the Confidential Information as it uses to protect its own confidential information.
- 13.6. Should it be required to disclose Confidential Information pursuant to clause 1.4.7, the Receiving Party shall advise the Disclosing Party thereof prior to disclosure, if possible, and shall further, to the extent it is lawfully able to, take such steps to limit the extent of the disclosure and afford the Disclosing Party a reasonable opportunity to intervene in the proceedings and shall comply with the Disclosing Party's requests as to the manner and terms of any such disclosure.
- 13.7. Upon termination or expiry of this Agreement, the Parties shall deliver to each other or, at the Disclosing Party's written election, the Receiving Party shall destroy all originals and copies (including partial copies) of the Disclosing Party's Confidential Information received by the Receiving Party or in its possession, and all notes (in any media or format) which it may have prepared or may have obtained as a result of the Confidential Information being made available to it, and the Receiving Party shall certify its compliance with the aforesaid requirements by way of a written notice addressed by a director of the Receiving Party to the Disclosing Party.

Terms and Conditions

- 13.8. The Parties acknowledge and agree that for the purposes of section 37(1) and/or 64(1) (as the case may be) of the Promotion of Access to Information Act, 2000, the Confidential Information is information provided in confidence by the Disclosing Party.

14. INTELLECTUAL PROPERTY

- 14.1. All Intellectual Property owned by GAAP or the Clients Franchisor and all modifications made by Franchisor to that Intellectual Property, shall at all times remain the sole property of GAAP and the Clients Franchisor. Client shall not acquire any rights, title or interest of any kind in any Intellectual Property owned by GAAP or the Clients Franchisor. Unless specifically authorised in this Agreement or in writing by GAAP or the Clients Franchisor and then only to the extent so authorised, Client shall have no right to use GAAP or Franchisor's Intellectual Property in any manner whatsoever. This includes but is not limited to menu listings, pricing, recipes, suppliers and any other details supplied by Franchisor and instructed to be removed should the Client no longer remain a Franchisee of the Franchisor.
- 14.2. Any Intellectual Property rights including those contained in material or documentation (in any media or format) which are prepared, created or authored by or for Client (and whether or not by GAAP alone or by GAAP in conjunction with Client) in terms of this Agreement shall belong exclusively and in totality to GAAP and in this regard Client hereby irrevocably and in perpetuity cedes, assigns and makes over (with effect from inception in respect of future copyright, as the case may be) its entire world-wide right, title and interest in and to any such Intellectual Property rights to GAAP and, further, hereby waives in favour of GAAP the full and complete right to claim authorship of and all rights to object to any distortion, mutilation or other modification to any such Intellectual Property rights which would be prejudicial to its honour or reputation. GAAP shall be entitled by written notice to request Client, from time to time, to sign any deeds and documents and to take all such actions as may be necessary for GAAP to perfect its rights of ownership over any such Intellectual Property. Client hereby irrevocably appoints GAAP as its attorney in *rem suam* with the right on behalf of Client to sign all such deeds and documents and to take all such actions as may be necessary for GAAP to perfect its rights of ownership over such Intellectual Property should Client fail to comply with any such written request within (three) 3 Business Days after date thereof.

15. NON-SOLICITATION

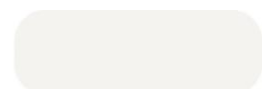
- 15.1. Client acknowledges that GAAP has invested substantial time and expense in recruiting, hiring, training and retaining its Staff. Client shall not without the prior written consent of GAAP, either during or within 12 months after termination or expiration of this Agreement, solicit for employment, whether directly or indirectly, any person who at any time during the duration of this Agreement, was a member of GAAP's Staff.
- 15.2. Should Client breach the provisions of this clause 15, Client shall be liable to pay GAAP should itso elect, as a penalty, an amount equivalent to twice the then-current gross annual package on a 'total cost to company' basis (including incentives, bonuses, allowances and all employer contributions) to which such Staff member was entitled and/or which were made on behalf of orto the direct or indirect benefit of such Staff member during his/her employment immediately prior to termination thereof.

16. US EXPORT REGULATIONS

Client shall not sell, lease, licence, export or otherwise dispose of any Goods, proprietary information or associated technical data or documentation to any person, firm, corporation, or government entity which Client knows or should have reason to believe shall export, resell, use or otherwise dispose of same in any country or territory where the disposition is prohibited or regulated by law, including the export administration regulations of the Bureau of Industry and Security of the United States Department of Commerce: provided that, this restriction shall not apply if a licence has been issued by the appropriate USA agency giving its consent and the transaction is otherwise lawful.

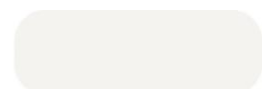
17. WARRANTIES

- 17.1. GAAP warrants that each item of Goods delivered shall be of good quality and workmanship and shall operate substantially in accordance with its associated Documentation throughout the Warranty Period. Should any Goods fail to meet the terms of the warranty, Client shall immediately notify GAAP in writing identifying the affected item of Goods, giving the waybill/delivery note number under which it was shipped and describing the defect, and, promptly thereafter, ship the item to GAAP. GAAP shall at its option repair or replace the defective item of Goods at no further cost to Client. Client shall pay transportation and insurance costs to ship the failed item to GAAP and GAAP shall pay return transportation and insurance costs.
- 17.2. GAAP warrants that it shall provide Services in a workmanlike manner and with due care.
- 17.3. GAAP warrants that whilst on the Site or Client's premises generally, it shall (and shall procure that its Staff shall) comply with all legislation affecting the operations of Client as are notified by Client in writing to GAAP, including occupational health and safety.
- 17.4. GAAP warrants that it is the owner of or has valid title to each item of Goods supplied to Client and is entitled to grant rights therein to Client as envisaged in this Agreement.
- 17.5. Notwithstanding anything to the contrary herein contained, GAAP does not warrant that Software shall be completely free of errors or that all errors shall be corrected completely, nor that they shall meet all of Client's requirements, nor that they shall operate in all combinations selected for use by Client.
- 17.6. Goods under warranty may require ongoing support and the warranty provided is not a substitute for Support Services which may be contracted for by Client separately.
- 17.7. The warranties provided exclude the supply or replacement of expendable and consumable items, including supplies, tape or disk media, printer bands, print heads, printer drums, batteries, toner, ink, ribbons or any other similar items.
- 17.8. The warranties provided in this clause 17 shall fall away and not apply in respect of defects due to or resulting from –
 - 17.8.1. Goods not being used or stored within the environmental specifications specified in their Documentation or by their manufacturer or licensor or by GAAP from time to time;
 - 17.8.2. Goods being installed, configured or commissioned by anyone other than GAAP;



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- 17.8.3. Goods being used by persons who have not successfully completed the appropriate training in the use of the Goods;
- 17.8.4. Goods being altered, adjusted, modified, repaired (including any attempt to repair) or having other products attached to them, by anyone other than GAAP;
- 17.8.5. external factors including Force Majeure or failure or fluctuation of electrical power or air conditioning or telecommunications services;
- 17.8.6. relocation of Goods from their designated location at the Site by persons other than GAAP;
- 17.8.7. theft, vandalism, accidents, misuse, negligence or failure by Client (or its Staff) to follow instructions for the proper use of the Goods;
- 17.8.8. Destructive Elements;
- 17.8.9. Client's failure to acquire and install any update or upgrade to the Software specified by GAAP from time to time;
- 17.8.10. Client's failure to install any update or upgrade to any hardware or software product comprising part of Client's environment, as specified by GAAP from time to time.
- 17.9. Should GAAP be required to provide services to Client as described in clause 17.8, GAAP shall provide such services on an ad hoc basis, charging on a Time and Materials basis and subject to the availability of necessary Staff and resources, but otherwise mutatis mutandis upon the terms of this Agreement.
- 17.10. Except as provided in this clause 17, Goods and Services are provided voetstoots (as-is). To the extent permissible by law, GAAP disclaims all warranties whether expressed or implied or arising by operation of law or otherwise, in respect of Goods supplied to and/or Services performed for Client. GAAP specifically disclaims implied warranties of fitness for a particular purpose and/or merchantability. Warranties given by GAAP in terms of this Agreement extend solely to Client and are not transferable.
- 17.11. Client warrants that –
 - 17.11.1. all information supplied to GAAP by Client or anyone on its behalf concerning Client's business, in whatever form, is true and correct in all material respects including, in particular, all information supplied to GAAP during its investigation prior to the Effective Date including balance sheets, income statements, cash flows, profit forecasts and other financial statements or accounts;
 - 17.11.2. all information as envisaged in clause 17.11.1 and which may be supplied to GAAP in the future will be true at the relevant time and shall thereafter remain true and correct in every material aspect;
 - 17.11.3. all Monthly Rental payments due in terms hereof are wholly or partly deductible from Client's income under Part 1/Chapter II of the Income Tax Act, 1962.
 - 17.11.4. GAAP shall automatically instate a Hardware Maintenance contract on expiry the extended warranty.



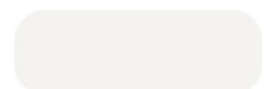
by the appropriate USA agency giving its consent and the transaction is otherwise lawful.

18. GENERAL INDEMNITIES

- 18.1. Client hereby indemnifies and holds GAAP and its respective officers, directors, Staff, successors, cessionary/ies and assigns (in whose favour this constitutes a *stipulation alteri*), harmless from all and any Losses arising directly or indirectly out of or in connection with any claim, demand, charge, action, cause of action or other proceeding (including product liability) arising out of Client's breach of or failure to observe or perform any of its duties or obligations in terms of this Agreement.
- 18.2. Each Party ("Indemnifying Party") hereby indemnifies and holds the other Party ("Indemnified Party") and its officers, directors, Staff, successors, cessionary/ies and assigns (in whose favour this constitutes a *stipulation alteri*) harmless from any and all Losses arising directly or indirectly out of or in connection with any claim, demand, charge, action, cause of action or other proceeding brought by the Indemnified Party or any of its Staff, clients, business visitors or other affected persons in respect of – 18.2.1. the death or bodily injury of any person; 18.2.2. the damage, loss or destruction of any real or tangible personal property of any person, caused by the Indemnifying Party. The provisions of clauses 20.1 and 20.2 in favour of GAAP shall not extend to indemnified claims as described in this clause 18.2 where GAAP is the Indemnifying Party.

19. INDEMNITY AGAINST INTELLECTUAL PROPERTY INFRINGEMENT

- 19.1. GAAP hereby indemnifies Client against Losses arising directly out of any claim or lawsuit brought by a third party that Goods provided in terms of this Agreement infringe a Republic of South Africa patent or copyright or are subject to claims of misappropriation of trade secrets protected by South African law, as a result of Client's use thereof, provided that this indemnity shall fall away and be of no force or effect should Client –
 - 19.1.1. fail to promptly notify GAAP in writing of such claims or lawsuits;
 - 19.1.2. make any admission or settlement or attempt at settlement in respect of any such claims or lawsuits;
 - 19.1.3. fail to permit GAAP to defend or settle the claim or lawsuit exclusively; and
 - 19.1.4. fail to provide all reasonable assistance, at its own cost, to GAAP in defending or settling any such claim or lawsuit.
- 19.2. Where any Goods become the subject of any such claims or lawsuit, GAAP, at its sole discretion, may choose to either –
 - 19.2.1. obtain the right of use of the Goods if commercially practicable; or
 - 19.2.2. replace or modify the Goods to avoid the claim of infringement; or
 - 19.2.3. demand that Client cease use of the item of Goods and return it to GAAP in which case GAAP shall refund Client the consideration paid by Client for that item of Goods less a reasonable charge for use and obsolescence based upon a 5 year straight line depreciation method, provided that in the case of Software whose licence is less than 5 years, the charge shall be based upon a straight line depreciation method equal to the period of the licence.



19.3. This indemnity shall not apply if such claim or lawsuit –

19.3.1. is made by a parent, subsidiary or affiliate of Client or Client's holding company (or any organ/body of state where Client is an organ/body of state);

19.3.2. results from any modification, alteration, repair or addition made by Client to the Goods to the extent that if it were removed, the infringement or violation would cease; 19.3.3. arises out of the use by Client of the Goods in combination with any other product, service or materials; 19.3.4. results from a breach by Client of the provisions of this Agreement. 19.4. This clause 19 states the entire liability of GAAP and Client's sole and exclusive remedies for patent or copyright infringement and trade secret misappropriation.

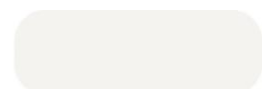
20. LIMITATION OF LIABILITY

20.1. Under no circumstances whatsoever including as a result of GAAP's negligent (including grossly negligent) acts or omissions or those of its directors, servants, agents or contractors or other persons for whom in law GAAP may be liable, shall GAAP or its directors or servants (in whose favour this constitutes a *stipulatioalteri*) be liable for any Losses which comprise indirect, extrinsic, special, penal, punitive, exemplary or consequential loss, damage or damages of any kind whatsoever or howsoever caused (whether arising under contract, delict or otherwise and whether the loss was actually foreseen or reasonably foreseeable), sustained by Client, its directors, servants, dealers or customers, including any loss of profits, revenue, operation time, information (or corruption thereof) and/or contracts.

20.2. Under no circumstances whatsoever including as a result of GAAP's neglig^{3-month}uding grossly negligent) acts or omissions or those of its directors, servants, agents or contractors or other persons for whom in law GAAP may be liable, shall GAAP's or its directors' or servants' (in whose favour this constitutes a *stipulatioalteri*) aggregate maximum liability for any Losses which comprise general or direct loss, damage or damages of any kind whatsoever or howsoever caused (whether arising under contract, delict or otherwise and whether the loss was actually foreseen or reasonably foreseeable), sustained by Client, its directors, servants, dealers or customers, exceed the amount actually paid by Client to GAAP for the specific item of Goods or specific Service which is the subject matter of or directly related to the cause of action asserted, during the 3 month period immediately preceding the date on which the cause of action arose.

20.3. Under no circumstances whatsoever shall GAAP be liable for any loss of Client's data regardless of how such loss is occasioned, whether due to GAAP's negligence or otherwise. Client acknowledges and agrees that back-up of such data is Client's responsibility and can be undertaken easily and regularly so as to be able to restore lost data. Accordingly, Client hereby indemnifies and holds GAAP harmless against all and any Losses suffered by Client arising directly or indirectly out of or in connection with the loss of any of Client's data.

20.4. GAAP may from time to time during the course of this Agreement refer Client to third party products and services. Regardless of any reference or representation so made to Client, Client acknowledges that the final business decision to use any such third-party products or services vests with Client and that all associated risks and liabilities are assumed by and remain with Client. Accordingly, Client indemnifies and holds GAAP harmless against all and any Losses incurred by Client arising directly or



indirectly out of or in connection with its acquisition or use of any such third-party products or services.

21. BREACH

Subject to clause 22, should either Party breach any material provision or term of this Agreement (other than those which contain their own remedies or limit the remedies in the event of a breach thereof) and fail to remedy such breach within 30 days of receipt of notice requiring it to do so and warning that if the breach is not so remedied, the other Party may exercise its rights in terms of this clause, then the other Party shall be entitled without notice to claim specific performance and/or Losses in respect thereof but shall not be entitled to cancel this Agreement.

22. EVENTS OF DEFAULT

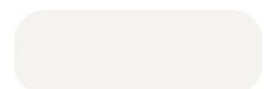
22.1. Notwithstanding anything to the contrary herein contained, if Client

- a. fails to make payment of any Monthly Rental when due;
- b. misrepresents its financial affairs or any other information to GAAP;
- c. fails to insure or maintain insurance for the Goods if the insurance provided by GAAP as detailed herein is refused, whether it be at the instance of Client or GAAP.
- d. Omit to do or do any act or thing which may prejudice GAAP rights to and in terms of this Agreement and/or Equipment or cause GAAP to suffer any loss or damage, or if GAAP's rights to or under any security given in connection with this Agreement are diminished, lost and/or prejudiced in any way;
- e. Make or have made misrepresentations to GAAP or any representation or warranty in connection with this Agreement or any matter relevant thereto that is found to be incorrect, untrue or misleading;

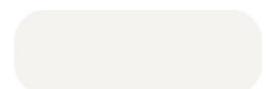
22.2. Commit any other breach of its obligations in terms of this Agreement which breach shall be deemed to be a material breach;

22.3. abandons any or all of the Goods;

- a. commits an act which is or would be an act of insolvency within the meaning of §8 of the Insolvency Act, 1936 (if committed by a natural person) or §344 of the Companies Act, 1973 or §69 of the Close Corporations Act, 1984;
- b. allows any judgment against it to remain unsatisfied for a period of 10 (ten) days, unless it takes steps to rescind or appeal against such judgment within such 10 (ten) day period and thereafter successfully prosecutes such rescission or appeal to a timely conclusion;
- c. compromises or attempts to compromise or defer payment of any debt owing by it to its creditors generally or to any class of its creditors generally;
- d. being a juristic person is provisionally or finally liquidated, removed from the register of companies, placed under judicial management (whether provisionally or finally) or is placed in or under any other similar or replacement regime covered from time to time by South African insolvency law, or takes any steps for its voluntary winding up or undergoes a change of control;



- e. being a juristic person undergoes a change in the beneficial ownership of any or all of the shares or interest therein without the prior written consent of GAAP;
 - f. BE "financially distressed" (as such term is defined in section 128 of the Companies Act, No 71 of 2008 (the "Companies Act")) or reasonably likely to become "financially distressed" within the immediately ensuing six month period from date of signature hereto; or if the board of Client r resolves to commence business rescue proceedings or Client or any of its agents, officers or employees take/s any other steps contemplated under the Companies Act in anticipation of business rescue proceedings; or if any person applies or threatens to apply to court for an order commencing business rescue proceedings in respect of Client; or if any corporate action, legal proceedings or other similar procedure or steps are taken or threatened in relation to the appointment of a business rescue practitioner in respect of Customer; or if any proceedings in respect of or against Customer, a court orders, the commencement of business rescue proceedings in respect of Client; or if any provision of an Agreement in respect of Client or any of its assets or to which Client is party is cancelled or suspended (whether entirely, partially or conditionally) by any liquidator, business rescue practitioner, receiver, administrative receiver, administrator, compulsory manager or other similar officer, or by a court, including cancellation or suspension contemplated under section 136(2) of the Companies Act.
 - g. nor any company of the Client and/or Guarantor, subsidiary and/or group of companies, as defined in the Companies Act 71 of 2008 and/or any affiliated entities of the Customer and/or Guarantor and or agents, falling under the express control and/or direction of the Client and/or Guarantor fall into default in respect of any of their banking facilities they may have with, including but not limited to, First Rand Bank Ltd or any division of First Rand Bank Limited and/or fall into default on any of the respective Master Rental Agreements and/or subsequent Equipment Schedules as concluded between GAAP and the Client and/or any company, subsidiary and/or group of companies falling under the express control and/or direction of the Client , either at the same time or on independent occurrences
 - h. disposes of all or a material portion of its assets or business or ceases (including where there is a reasonable prospect of cessation) to conduct its business;
 - i. suffers any of its assets to be attached; j. encumbers or hypothecates in any manner whatsoever a material portion of its assets, then, in addition to any other remedies to which GAAP may be entitled in terms of this Agreement or in law –
 - k. all amounts due by Client to GAAP in terms of this Agreement shall become immediately due, owing and payable to GAAP whether or not the due date for same has arrived;
 - l. GAAP shall be entitled, but not obliged, to terminate this Agreement at any time upon written notice to that effect to client and to take immediate possession of the Goods.
- 22.4. Cancel this Agreement;
- a. Demand payment of the total outstanding balance of the Monthly Rental for the entire Minimum Rental Period, and any other amounts payable by Client in terms hereof, whether due for payment or not. Upon payment of such amounts Client shall be entitled to the use, possession and enjoyment until expiry of the notice period; provided however if Client fails to make immediate payment as provided herein,



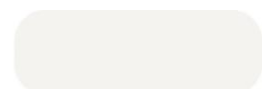
Terms and Conditions



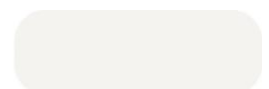
- b. GAAP shall, notwithstanding the election to claim immediate payment in terms of this sub-clause; be entitled to cancel this Agreement and retake possession of the Equipment and recover from Client all amounts due/or in arrears as at the date of cancellation, together with interest thereon, as provided in clause 12.14 (note this is the clause reference in the GAAP MRA) hereof; and all damages suffered by client as a result of the cancellation of this Agreement.
- 22.5. Any damages claimed by GAAP against Client in accordance with clause 12. shall be equivalent to the total of all amounts which, but for such cancellation, would have been payable from the date of cancellation of this Agreement until the date upon which the Minimum Rental Period would otherwise have terminated by effluxion of time.
- 22.6. Should GAAP cancel this Agreement, Client must:
- a. Return the Equipment as per the relevant Equipment Schedule to GAAP immediately to a place specified by GAAP;
 - b. Immediately pay all monies due and payable under this Agreement; and
 - c. Immediately pay all amounts calculated under clause 22 above.
 - d. All costs and expenses incurred by GAAP in removing the Equipment from Client's premises as a result of Client's non-compliance with any provision of this Agreement and/or all legal expenses incurred by GAAP in cancelling this Agreement, recovering the Equipment, including attorney and own client cost, collection commission, tracing fees, the cost of any valuation, dismantling, removal and storage of the Equipment and all other expenses incurred in taking possession of the Equipment, shall be borne by Customer
- 22.7. Notwithstanding the provisions of this Agreement should Client, in breach of its obligations, fail to return the Equipment on termination of this Agreement, then in addition to any other claims which GAAP may have against Client pursuant thereto, Client shall be liable to continue to pay the Rental to GAAP as if the Agreement had not been terminated pro rata for the period that the Equipment remains in Client's possession from date of termination. The acceptance of such payments/s by the GAAP shall not in any way prejudice GAAP's claim for cancellation or any other claim which GAAP may have.

23. FORCE MAJEURE

- 23.1. If *vis major* or *force majeure* or *casus fortuitus* ("**Force Majeure**") cause delays in or failure or partial failure of performance by a Party of all or any of its obligations, this Agreement, or as the case may be the affected portion thereof, shall be suspended for the period during which the Force Majeure prevails, but if they affect any material part of the Agreement it shall be suspended only for a maximum period of 120 days after which any affected Party shall be entitled on 30 days' written notice to cancel this Agreement. Written notice of a Force Majeure event specifying its nature and commencement date shall be dispatched by the Party seeking to rely on it (on whom the onus shall rest) as soon as reasonably possible after its commencement. Written notice of the cessation of the Force Majeure event shall be given by the Party who relied on it, within 5 days after such cessation. The Party whose performance is interrupted by Force Majeure shall be entitled, provided that such Party shall give notice to that effect with the written notice of the Force Majeure event as provided above, to extend the period of this Agreement by a period equal to the time that its performance is so prevented. 23.2. For the purposes of this clause, *vis major* and *force majeure* include acts or omissions of any government, government agency, provincial or local authority or similar authority



(but, where Client is an organ/body of state specifically excluding acts or omissions by Client which are not the exercise of executive government powers), any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, illegal strikes, interruption of transport, lockouts, interruption of essential services from public utilities (including electricity, water and sewerage), inability on the part of GAAP as a result of force majeure of the nature contemplated in this clause to obtain the goods from its supplier or contemplated supplier (including any telecommunications supplier), combination of workmen, prohibition of exports, rationing of supplies, flood, storm, fire or (without limitation eiusdem generis) any other circumstances beyond the reasonable control of the Party claiming force majeure or vis major and comprehended in the terms force majeure or vis major. 23.3. Notwithstanding anything to the contrary herein, the provisions of this clause 23 shall not apply to payment of the Monthly Rental which obligation shall not be suspended but shall continue of full force and effect throughout any period during which Force Majeure prevails. 24. DOMICILIUM CITANDI ET EXECUTANDI 24.1. The Parties choose as their domicilicitandi et executandi for all purposes in terms of this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), their respective addresses described on the face page hereof. 24.2. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by fax. 24.3. Either Party may by notice to the other Party change the physical address chosen as its domiciliumcitandi et executandi to another physical address where postal delivery occurs in the Republic of South Africa, or its postal address or its fax number, provided that the change shall become effective on the 5th Business Day from the deemed receipt of the notice by the other Party. 24.4. A notice to a Party sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its domiciliumcitandi et executandi to which post is delivered, shall be deemed to have been received on the 5th Business Day after posting (unless the contrary is proved). 24.5. A notice to a Party delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domiciliumcitandietexecutandi, shall be deemed to have been received on the day of delivery. 24.6. A notice to a Party sent by fax to its chosen fax number, shall be deemed to have been received on the date of dispatch (unless the contrary is proved). 24.7. Notwithstanding the foregoing, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domiciliumcitandietexecutandi. 25. CESSIIONAND ASSIGNMENT 25.1. Client shall not be entitled to cede, delegate, assign or in any other manner dispose of any of its rights or obligations arising out of this Agreement without the prior written approval of GAAP which may withhold its approval in its sole and absolute discretion. 25.2. GAAP (and any cessionary in terms of this Agreement) shall be entitled to cede all or any of its rights under this Agreement, including its right to receive payment of any monies and/or its rights of ownership of the Goods and/or its rights in and to any insurance policy referred to herein, without notice to Client. Client agrees to hold the Goods on behalf of and to make all payments direct to such cessionary and, further, to comply with all written instructions of such cessionary in this regard. 25.3. Any reference in this Agreement to GAAP shall include a reference to any cessionary in terms of this Agreement. 25.4. This clause 25 shall be binding on the liquidator, judicial manager or trustee (whether provisional or final) of Client. 26. SUB-CONTRACTING GAAP shall be entitled to sub-contract its obligations in terms of this Agreement as determined by GAAP. 27. PUBLICITY 27.1. During the term of this Agreement and for 6 months after its termination, neither Party shall make or issue, directly or indirectly, any formal, informal, public or private announcement, advertisement or statement in connection with this Agreement or the negotiations leading up to it without the express prior written consent of the other



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Party, which consent shall be obtained both in relation to the fact and to the contents of the announcement, advertisement or statement, provided that GAAP shall be entitled to name Client as a client of its products and services in its general marketing material. 27.2. The provisions of clause 27.1 shall not apply in respect of any announcement, advertisement or statement to the extent that it is required by law or by any published regulations of the JSE Limited applicable to corporate bodies in general. 28. THE PROTECTION OF PERSONAL INFORMATION 28.1. GAAP may and the Client expressly consents to the collecting and processing of the Client's personal information by us, to: open, administer and operate the Client's account; provide any combination of services, analysis, advice or intermediary service linked to the Client's account, to the Client; monitor and analyse the conduct on the Client's account for credit, fraud, compliance and other risk-related purposes; carry out statistical and other analyses to identify potential markets and trends; and develop new products and services. 28.2. The Client hereby expressly consents that GAAP may; process and further process the Client's personal information within GAAP's corporate group for the above purposes; disclose the Client's personal information to any person who provides services to GAAP or acts as GAAP's agent or to whom GAAP has transferred or proposes to transfer any of its rights and duties in respect of the Client's account (some of these persons may be located in countries outside of the Republic of South Africa); and share the Client's personal information with GAAP's service providers, locally and outside the Republic of South Africa, as necessary. GAAP herein agrees to request any and all such persons who provide services to GAAP to agree to its privacy policies if such persons need access to any personal information to carry out their services. 28.3. The Client acknowledges that: GAAP will at all times remain responsible for determining the purpose of and means for processing the Client's personal information; GAAP is required by various laws, including FICA and the FAIS Act, to collect some of the Client's personal information; without the Client's personal information GAAP may be unable to open or continue to offer services to the Client; and the Client is providing GAAP with the Client's personal information voluntarily. 29. CONSUMER PROTECTION ACT WARRANTY Client hereby represents and warrants that its asset value or annual turnover, as defined and calculated in terms of the Government Gazette No 34181 of 1 April 2011, as amended from time to time, is equal to or exceeds the sum of R2,000,000.00 (Two Million Rand) or such other threshold as may be laid down by the Minister from time to time in terms the Consumer Protection Act No 68 of 2008. 30. RELATIONSHIP OF PARTIES The Parties' relationship shall be governed by this Agreement. Nothing in this Agreement shall be deemed to constitute Client as GAAP's partner nor constitute Client the agent or legal representative of GAAP. It is not the Parties' intention to create nor shall this Agreement be construed to create any commercial or other partnership. Client shall have no authority to act for or to assume any obligation or responsibility or pledge the credit of GAAP nor to hold itself out as a partner or agent of GAAP. 31. GOVERNING LAW This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa. 32. SUBMISSION TO JURISDICTION For the purpose of all proceedings hereunder, the Parties hereby consent to the jurisdiction of the magistrates' court having territorial jurisdiction notwithstanding that such proceedings may otherwise be beyond its jurisdiction. This clause is deemed to constitute the required written consent conferring jurisdiction upon the said court in terms of §45 of the Magistrates' Court Act, 1944, provided that either Party shall have the right, at its sole option and discretion, to institute proceedings in any other competent court. Each Party appoints any person at the address

chosen as its domicilium citandi et executandi to receive for and on its behalf, service of process in such jurisdiction in any legal action or proceedings with respect to this Agreement. The Parties irrevocably waive any objection they may now or hereafter have that such action or proceeding has been brought in an inconvenient forum. The Parties further irrevocably consent to the service of process in any such action or proceeding as contemplated in the domicilium clause. Nothing herein shall affect the right to serve process in any other manner permitted by law. 33. SEVERABILITY Any provision in this Agreement which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated pro non scripto and severed from the balance of this Agreement,

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without invalidating the remaining provisions of this Agreement. 34. WHOLE AGREEMENT, NO AMENDMENT

34.1. This Agreement constitutes the whole agreement between the Parties relating to its subject matter and replaces, supersedes and cancels in its entirety, with effect from the Effective Date, any other agreements whatsoever (whether written or oral) in force between the Parties relating to the subject matter of this Agreement. The Parties acknowledge that there are no oral or collateral agreements which in any way vary or modify this Agreement or suspend its operation. 34.2. No amendment or consensual cancellation of this Agreement or any of its provisions or terms or of any agreement or other document or instrument issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising out of this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any agreement or other document or instrument issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the Party granting such extension, waiver or relaxation). 34.3. For purposes of clarity, it is agreed by the Parties that no alteration or variation of this Agreement or any terms thereof, regardless of whether such alteration or variation is at the instance of the Client or GAAP, including any of GAAP's representatives, agents, servants or employees, shall be of any effect unless such alteration or variation is recorded in writing and signed by all Parties to this Agreement. 34.4. Any extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement or other document or instrument issued or executed pursuant to or in terms hereof, shall be strictly construed as relating strictly to the matter in respect whereof it was made or given, shall not operate as an estoppel against any Party in respect of its rights in terms of this Agreement, and, shall not operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement. 34.5. No failure or delay on the part of either Party in exercising any right, power or privilege in terms of this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. 34.6. No terms and conditions contained in any proposal, quotation, delivery note, invoice, statement or any other documents between the Parties, whether attached to this Agreement, whether exchanged on or subsequent to the Date of Signature, and whether signed by one or both of the Parties, shall in any way amend, novate or supersede the terms and conditions contained in this Agreement. 35. EXECUTION IN COUNTERPARTS This Agreement may be executed in several counterparts, each of which shall together constitute one and the same instrument. 36. LEGAL COSTS Each Party shall bear and pay its own costs of or incidental to the drafting, preparation and execution of this Agreement.

