

Business Partner Agreement

(Agency Agreement)

Between:

Navic (Pty) Ltd
a private company with limited liability
duly incorporated in terms of the company laws of South Africa
under registration number 2017/138298/07
hereinafter referred to as "the Assignor"
and

a private company with limited liability duly incorporated
in terms of the company laws of South Africa under
Registration Number_____

Hereinafter referred to as "the Assignee"

1. INTERPRETATION

In this Agreement, clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention,

1.1 an expression which denotes:-

1.1.1 any gender includes the other genders;

1.1.2 a natural person includes an artificial or juristic person and vice versa;

1.1.3 the singular includes the plural and vice versa;

1.2 the following expressions shall bear the meanings assigned to them below and cognate expressions shall bear corresponding meanings:-

1.2.1 "the / this Agreement" refers to this document, and the Assignor's Conditions of Engagement;

1.2.2 "Assignor" is the designated brand of the Navic (Pty) Ltd, (also known as Navic) an entity incorporated in and existing under the laws of South Africa Reg. No. 2017/138298/07 with its registered Legal office been chosen as 70 Victoria Street, Somerset West, Western Cape, 7130, South Africa.

1.2.3 "Bug" refers to an error, fault, defect, glitch or interruption caused in the running, operation, functioning of the Product, occurring in the nature of the Product, despite the Product having been tested on various sites and in various conditions, which are mostly unforeseen and occurs despite best efforts to prevent them, which are often unrepeatable and therefor difficult to identify and repair;

1.2.4 "Camera" is a sub-category of Sensor and refers to each and every camera erected or used by the Assignee and on which or for purposes of which the Product is used or which feeds data into the Product or which is in any way linked to the Product;

1.2.5 "Client" or "Customer" means any entity, corporate or individual or other, that makes use of the Products/Services and therefore enters into a Navic Cloud Licensing agreement with the Assignor (see <https://navic.cloud/licence/>);

1.2.6 "Commencement Date" means the Signature Date;

1.2.7 "Commission" means the revenue generated through the sale and supply of the Products/Services, whether on a yearly, monthly or once-off basis, through the efforts of the Assignee or its agents or Resellers and in respect of which the prerequisites for payment of Commission have been met, as set out herein below;

- 1.2.8 “Conditions of Engagement” means those conditions established by the assignor as can be found on the Assignor’s website and include:
- 1.2.8.1 Standard Terms and Conditions (found at <https://navic.cloud/terms/>),
 - 1.2.8.2 the Assignor’s Terms of Service (found at <https://navic.cloud/terms-of-service/>),
 - 1.2.8.3 the Assignor’s NDA (<https://navic.cloud/nda/>),
 - 1.2.8.4 the Assignor’s Disclaimer (<https://navic.cloud/disclaimer/>),
 - 1.2.8.5 the Assignor’s Privacy Policy (<https://navic.cloud/privacypolicy/>),
 - 1.2.8.6 and where applicable The Navic Cloud Licence agreement (<https://navic.cloud/licence/>). These documents are amended from time to time and available on the Assignor’s Website;
- 1.2.9 “Consideration” means the fee payable by the Assignee to the Assignor for rendering Services as more fully set out in this agreement;
- 1.2.10 “Core Functions” means those functions provided by the Assignor to the Assignee via the Navic Cloud;
- 1.2.11 “Data” or “Database” refers to the data collected through the Use of the Product in conjunction with the Sensor/s, by the Assignee or by the Assignor;
- 1.2.12 “Day” means a day as indicated in this agreement is a Business Day which is any day other than a Saturday, Sunday or official public holiday in the RSA;
- 1.2.13 “Debit Order Agreement” means the form made available by The Assignor to the Assignee as may be required to service the Customer;
- 1.2.14 “End-User” or “Client” means those members of the public making or any third parties who may find some benefit in the Use of the Product or any of the Intellectual Property, whether paid for or offered at no cost;
- 1.2.15 “Fair Usage” is an Industry term which means the usage of a system in which said usage does not substantially differ from the average expected use of said system by a Assignee, or by association the collective of the employees/users of said Assignee;
- 1.2.16 “Financing Services” means those services provided by the Assignor and/or its affiliates to assist the Assignee in financing of equipment as may be required by the Assignee and as entered into in a separate Financing Services Agreement;

- 1.2.17 “Installation” refers to, but not limited to, and such implementation required at the installation location of the sensor;
- 1.2.18 “Installer” means the party who acts as and takes the responsibility and benefit of doing the physical and logical installation of the Sensor/s. The Installer may or may not be the Assignee;
- 1.2.19 “Intellectual Property” refers to all Intellectual Property relating to the Product including each component of the Navic CLOUD and each and every aspect of its functionality and specifications including, inter alia, the manner in which they interact with one another, as licensed by the Assignor to the Assignee, and all software programs that enables the provision its functionality and includes any patents, know-how, copyright and trademarks of the Assignor as set out in this Agreement and includes all future additions and improvements to the Navic CLOUD;
- 1.2.20 “Know-how” means all confidential information of whatever nature relating to the Intellectual Property and its exploitation as well as all other confidential information generally relating to the development of the Intellectual Property, including databases, technical information, manufacturing techniques, designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information generally;
- 1.2.21 “Licence Income” means such income as is generated by the Assignor’s clients through the sales efforts of the Assignee or its Reseller/s;
- 1.2.22 “Licensed Territory” means the geographical boundaries of the Republic of South Africa;
- 1.2.23 “Licensor” means that party/ies from which the Licensee, and for all intents and purposes herein also being the Assignor, entered into in order to be able to provide the necessary Product to the Client;
- 1.2.24 “Licensee” means Navic (PTY) LTD;
- 1.2.25 “Monitoring Services” means the off-site manned or unmanned monitoring of events identified in the System and as stipulated by the client, in an Assignor accredited facility. Such events being observed by Navic Cloud from the data collected via the Sensor/s;
- 1.2.26 “NDA” refers to the non-disclosure agreement entered into between the Parties;
- 1.2.27 “Once-Off Fee” is defined in Pricing Schedule;
- 1.2.28 “Person” refers to a natural or juristic person;

- 1.2.29 “Parties” means the Assignor and the Assignee, and applicable Sub Agents, and “Party” means any one of them as the context may require;
- 1.2.30 The “Period” refers to the time period in months of this Assignee agreement between the Parties since inception and the obligations on the Assignee to conclude payments to the Assignor for services, product, facilities or other. The Period is considered monthly unless the agreement is terminated in which case the Period is a minimum of 36 months since date of inception or agreement renewal as the case may be;
- 1.2.31 “the Product” means the data provided by the Assignor in the form of a service which incorporates various software and related system, user access, security systems, authentication system, data collection manipulation interpretation and distribution systems, and the necessary databases, and all other systems and solutions deemed necessary by the Assignor referred to and known as the Navic CLOUD. This includes but is not limited to Number Plate Recognition solutions. Said systems are purchased, developed, designed, engineered and/ or funded by the Assignor (and which is continuously developed and improved by the Assignor) and in which the Assignor, as such, holds all ownership and/or copyright therein;
- 1.2.32 “Promocode” means a SYSTEM code which is a unique identifier which The Assignor will allocate to The Assignee which the Assignee will use on client registration to identify The Assignee’s clients and from which The Assignor will use for administrative purposes including the generation of commission and other purposes
- 1.2.33 “Retail Price” means the prices at which the Assignor sells the Products / Services to its retail customers, which prices are determined by the Assignor in its sole discretion from time to time;
- 1.2.34 “Reseller” or “Partner” or “Agent” means any third party appointed by the Assignee and approved by the Assignor in writing, as agent for the purpose of selling the Product and will include any third party appointed by a “Reseller”, as sales agent;
- 1.2.35 “SAPS” refers to the South African Police Service;
- 1.2.36 “Sensor” refers to each and every electronic device or software/firmware derived module provided by the Assignee or Assignor or other entity and on which or for purposes of which the Product is used or which feeds data into the Product or which is in any way linked to the Product. Such sensor has the necessary mechanisms to gather such data, and either directly or indirectly send such data over the Internet or otherwise to Navic Cloud. AN LPR (Licence Plate recognition) camera is an example of such a sensor;
- 1.2.37 “Signature Date” means the date on which the party who last signs this agreement, does so;

- 1.2.38 "Sub-licence" means the right of the Assignee to transfer any rights obtained in terms of this Agreement to any of its Resellers and/or Sub- Assignees;
- 1.2.39 "Sub-Licensing" or "Reselling" means the sub-licensing, dealing, trading, selling, ceding, commercialising, transferring or in any other way of disposing of any rights accruing to the Assignor in terms of this Agreement by the Assignor, whether for profit or gain or not;
- 1.2.40 "Subscription Income" means Licence Income;
- 1.2.41 "the SYSTEM" means the combination of Navic Cloud used either with or without a collection of Sensors, people, computers, Software, processors etcetera, owned and/or operated by the Assignor, that are combined in order to offer and manage the Services of the Assignor and includes the Products/Services and Know how, and the Intellectual Property, as well as system that currently and in the future will facilitate the interaction between the parties hereto, the Resellers and also the Customers;
- 1.2.42 "the Subscription Fee" is defined in clause Error! Reference source not found. below;
- 1.2.43 "the Subscription Term" begins on the Commencement Date and ends 12 months thereafter unless otherwise stated as in the case of Financing Services in which case the Subscription Term is as per the Financing Services Agreement;
- 1.2.44 "Support Services" refers to the support services provided by the Assignor to the Assignee in respect of and ancillary to the Product, as and when required;
- 1.2.45 "Technical Expertise" means the knowledge of the technology necessary to understand the application of the Copyright, the Product, the Know-how and the Intellectual Property in general and a support system for this purpose offered by the Assignor;
- 1.2.46 "Termination Date" means that date on which the Licensing Services are terminated as permitted under the terms of this agreement;
- 1.2.47 "Terms and Conditions" means the Assignor's standard terms and conditions as updated, changed and amended from time to time in its unilateral discretion and as conveyed by the Assignor to the Assignee and/or made available by it on its website to the Assignor and the Clients;
- 1.2.48 "Third Party" refers to any Person who is not a party to this Agreement and who is not permanently employed by the Assignee and who does not fall within the categories or Authorised Persons;

- 1.2.49 “Triggered Event” means an occurrence in which an LRP (License Plate Recognition) or other Sensor alarm is triggered; 1.2.50 “the Territory” refers to the country listed in Annexure A hereto (dealing with the “Targets”). In the event that the Territory includes more than one country, a separate annexure will be incorporated herein for each country added thereto. The Agreement may include multiple countries by the addition of further Annexures with one Annexure for each country;
- 1.2.51 “Use” refers to the usage of the Product for purposes of the Assignee’s own crime-fighting efforts and nobody else and particularly excludes the usage of the Product for any other purpose, including but not limited to the rental, distribution, deployment, any transfer of ownership in the Intellectual Property or the sub-licensing or assignation of any of the Intellectual Property rights in relation to the Product;
- 1.2.52 “Value Added Products/Services” means billable products and/or services made available to the Assignee and its Resellers for sale to End-Users either now or in the future, as well as various other Products/Services and facilities around the System, to enable rapid deployment and rapid acceptance of the Products/Services and the Value Added Products/Services;
- 1.2.53 “VAT” means Value Added Tax as envisaged in the Value Added Tax Act 89 of 1991, as amended from time to time;
- 1.2.54 “Navic” means the Assignor as indicated above and as incorporated in terms of the company laws of South Africa;
- 1.2.55 “Navic Cloud” means a system including electronic devices software modules, hardware computing devices, owned leased or acquired intellectual property, sets of business processes, human resources and other required to provide a set of tools, functions, and/or services to the Assignor’s users, customers, agents/resellers/partners, or other in order for these parties to be able to make decisions based on environmental conditions experienced. These conditions and associated decisions or normally related to security services and mostly relate to Number Plate recognition but this is not the full extent of the offering which expands and evolves rapidly over time. This therefore means the provision of the product/s, services and mechanisms provided by the Assignor to the Assignee for the purposes of accessing, managing and administering the data as permitted by the Assignor, ensuring access to the Product and providing a platform from which to operate the Product;
- 1.2.56 “Website” means the Assignor’s official Internet web page found at www.navic.cloud . Any and all access to information and/or the Navic Cloud is always via the Website ONLY;

1.2.57 "Working Day" means any day from Monday to Friday that is not a public holiday;

2. INTRODUCTION

- 2.1 The Assignor – either itself or through sub-contractors – supplies the Products/Services within the Territory, in terms of an agency agreement that grants it the exclusive rights to do so, within the Territory.
- 2.2 The Assignor has agreed to make the Products/Services available to the Assignee, subject to the terms and conditions set out in this Agreement.
- 2.3 The Assignee contracts with the Assignor for a twelve month period that is auto-renewed unless cancelled in writing at least 3 months before the anniversary date of this agreement and specifically as illustrated in this agreement with specific reference to Annexure A.
- 2.4 The Assignee understands that due to the rapidly changing environment within which the SYSTEM is deployed and the scale of its deployment, that the Clients introduced through the Assignee will be required by the Assignor, through the intervention of the Assignee, to bind themselves to the Assignor on the Conditions of Engagement before they are allowed access to and use of the SYSTEM.
- 2.5 The Terms and Conditions will be made available by the Assignor to the Assignee and the Clients introduced through it, via its website or at <https://navic.cloud/terms/>
- 2.6 The Assignee will ensure that any Reseller appointed by the Assignee may do so as long as the Assignee has the Assignor's written approval, ensures that the Reseller contracts directly with the Assignor, and acknowledges and agrees to the latest version of the Conditions of Engagement, which version is available on The Assignor's website or on written request of the Assignee. Only then is the Assignee entitled to the commercial benefits of such reseller agreement/s as stated in Annexure A.
- 2.7 The Assignee acknowledges and accepts its obligations in respect to adhering to the management systems as made available by the Assignor including but not limited to the normal Sensor Management Interface and or APPs and the systems available via the Website;
- 2.8 The Assignee will be responsible for the training and support of and for this Reseller as required in the normal course of business and as required by the Assignor from time to time.

- 2.9 The Assignee is responsible for its obligations in terms of the appointment of or utilization of certified Installers;
- 2.10 The Assignee is responsible for its obligations in terms of the appointment of or utilization of certified controlroom/s and associated certified controlroom operators;
- 2.11 The Assignee agrees to the special commercialization terms as stipulated in Annexure A;
- 2.12 The Parties herein record their agreement in writing.

3 APPOINTMENT

- 3.1 The Assignor hereby appoints the Assignee on the terms set out hereinbelow as its non-exclusive agent, without exclusive territorial rights, for the purposes of reselling the Products/Services, which appointment the Assignee hereby accepts.
- 3.2 The Assignee shall appoint Resellers (who in turn shall also be entitled to appoint Resellers), subject to the written approval of the Assignor and otherwise subject to the terms hereof, for the purpose of adequately canvassing the markets in the Territory for the sale of the Products / Services and to ensure the proper and comprehensive distribution of the Products/Services in the Territory, and to generate additional Commission through the efforts of the said Resellers.

4 PROVISION OF THE ASSIGNOR'S PRODUCTS/SERVICES

- 4.1 The Assignor shall provide the Assignee with access to the Products/Services or as the Assignee may request from time to time through the use of the SYSTEM in order and insofar as it is necessary for the Assignee to demonstrate the Products / Services to a prospective Client, ultimately in order to register such Client onto the System for the use of the Products/Services. The Assignor shall allocate to the Assignee one or more Promocodes as may be required which the Assignee will use on client registration to identify The Assignee's clients.
- 4.2 The Assignee acknowledges that under no circumstances shall the use of the Products/Services made available to the Assignee in terms of 4.1, or made available to a Customer and/or any other person for similar purposes be construed as having conferred ownership of such Products/Services upon the Assignee or any Customer or other person.

5 THE SALE AND SUPPLY OF THE PRODUCTS / SERVICES THROUGH THE ASSIGNEE AND/OR RESELLERS

- 5.1 The Assignor shall be entitled (but not obliged) to make available the Products/Services to the Assignee on the terms set out herein. The Assignee will not be entitled to rely on any exclusive entitlement to the Products / Services under any circumstances.
- 5.2 The Parties hereby agree that, when any third party contracts with the Assignee in respect of the Products/Services, such Service will be supplied in the Conditions of Engagement and the Assignee undertakes to provide for a reference to and the incorporation of these terms into its agreement with a Reseller/s or Customer/s.
- 5.3 The Resellers and End-Users will be required to acknowledge and signify electronic acceptance of the Conditions of Engagement upon registration onto the SYSTEM before they can utilize the Products/Services.
- 5.4 The Client becomes entitled to the use and enjoyment of the Products / Services in accordance with the Assignor's Conditions of Engagement once:
 - 5.4.1 The Assignee has obtained the information listed in 6.5 below from the Client and furnished it to the Assignor via the SYSTEM;
 - 5.4.2 the Assignee has completed an installation for a Client;
 - 5.4.3 the Client has accepted the Conditions of Engagement;
 - 5.4.4 the Client has been registered onto the SYSTEM;
 - 5.4.5 the Client has signed the Debit Order Agreement if needed;
 - 5.4.6 the Assignor has received the funds due by the Client in terms of the Conditions of Engagement; and
 - 5.4.7 the Assignee has furnished the Assignor with the copies of the documents listed in 6.11 below;
- 5.5 The Assignor shall at all times and in its sole discretion be entitled to selectively implement such new or amended Products/Services as the Assignee may recommend or request from time to time or that it itself considers appropriate or necessary.

- 5.6 The Assignor has the right to suspend the supply of further Products/Services to The Assignee for any of the following reasons:
- 5.6.1 Should the supply of the Products/Services be deemed to be unlawful;
 - 5.6.2 Should the Assignor be unable to source components or software or anything else required for the manufacture or use or deployment or supply of the Products / Services;
 - 5.6.3 Should the Assignor be unable to conclude an agreement with any third party involved in the supply-chain of the Products / Services;
 - 5.6.4 In the event that any form of vis major interferes with or interrupts the Assignor's ability to perform in terms of this Agreement;
 - 5.6.5 In the event of the failure of any infrastructure required for the supply of the Products / Services;
 - 5.6.6 In the event that any of the Assignor's agreements with its suppliers is cancelled for any reason, resulting in the unavailability of the Products / Services;
 - 5.6.7 In the event that the Client commits any breach of the Conditions of Engagement that would entitle the Assignor to suspend or cancel the Products / Services to such Client; and/or
 - 5.6.8 In the event that the Assignor's contractual relationship with the Client is terminated for any reason whatsoever in terms of this agreement.

6 ACCOUNTING AND BILLING

- 6.1 The Assignor shall maintain billing records at the hand of the Clients registered onto the System and who use of the Products/Services by the Clients and documents and information provided to it by the Assignee in terms of 6.5 and 6.11 below.
- 6.2 The Assignor shall ensure that its billing records particularly identify those Clients that have been introduced to it through the Assignee and in respect of which the Assignee is entitled to Commission.
- 6.3 The Assignor will issue the Assignee and each of its Agents or Resellers with a unique agent identification code. (The code issued to the agents or Resellers operating under the Assignee, will be linked to the code of the Assignee for the proper allocation of the Commission between them).

- 6.4 The accuracy and reliability of the billing and other records relating to the identification of the Assignee or its agent or reseller as the cause of the registration of the Client and, consequently the Commission due to them, implicitly relies upon the Assignee or its agent or Reseller entering the correct unique agent identification code when registering the Client on the System.
- 6.5 The Assignee shall monitor the Licence and/or other fee that becomes due to the Assignor arising from the continued use by the Assignee and/or Clients and shall supply the Assignor with a spreadsheet setting out the funds due to the Assignor as and when required, which detail will include such information as required by the Assignor via the associated mechanism provided to the Assignee to complete a transaction, including:
- 6.5.1 The name and code and each Client;
- 6.5.2 The income generated from the sale and supply of the Products / Services to such Client; and
- 6.5.3 The fees due by to the Assignor by the Assignee in respect of such Client's use of the Products / Services.
- 6.6 The detail referred to in 6.5 above shall be made available to the Assignor in writing (i.e. sent to it via email) by no later than the 10th day of each month, and as stipulated in Annexure A.
- 6.7 The Assignee may be required to obtain various Client detail, as the case dictates and specifically if the Assignee is also the Installer, and must record the details as may be required;
- 6.8 The Assignee must disclose the Clients' details as required via the various online forms/questionnaires and as required in 6.5 above and 6.11 below when registering the Client and/or immediately upon being requested to do so by the Assignor.
- 6.9 It must at all times be able to account properly for all matters concerning the agency as it pertains to the supply by the Assignee of the Products/Services including but not limited to
- 6.9.1 the details above in clause 6.5,
- 6.10 It is specifically recorded that should the Client require Debit Order related billing then if there is no Debit Order Agreement signed by the Customer, the Assignor will not be obliged to make payment of any Commission to the Assignee.

- 6.11 Should the Assignee require it then The Assignee must maintain electronic back-up data of its Customers' data or information until such time as the Assignor acknowledges receipt thereof, inter alia in order to make it possible to recover this information should it get lost for any reason. This information includes but is not limited to the following:
- 6.11.1 A copy of the Client's registration form;
 - 6.11.2 A copy of the signed Debit Order Agreement;
 - 6.11.3 A copy of the Client's identity document; and
These documents must be scanned and emailed to the Assignor by the Assignee and the Assignee must retain hard copies and electronic copies thereof for a period of at least five years from the termination of the Client's registration.
- 6.12 The Assignor will not be held responsible for any loss or damages arising from any failure of the Assignee to obtain and retain these records referred to in 6.11.
- 6.13 The Assignor shall be entitled to and shall have access to any data of the Assignee and the Resellers pertaining to the Products/Services and the Resellers and End-Users, inter alia, in order to maintain customer support and privacy. Even though the Assignor will make electronic back-ups of this data from time to time, the Assignor will not be liable for any loss or damages arising from any such loss should a loss of the data, occur for whatever reason.

7 COMMISSION

The Terms in this Clause are dependent on which party collects the revenue from the Client/s:

- 7.1 As consideration for the Assignee marketing and making available the Products/Services to its Customers, the Assignor shall pay Commission to the Assignee, in respect of Customers who were secured by the Assignee, as identified by the unique agent Promocode allocated to the Assignee, which the Customers generated by the Assignee must use when logging onto the SYSTEM. The Assignee shall be entitled to the Commission as set out in Annexure A relating to that Territory.
- 7.2 The Assignee is also entitled to the commission on a sale to our parties which can be proven to be referred by the Assignee's Customer, and in so doing benefits from the referral commission as stated in Annexure A.

- 7.3 The Commission payable by the Assignor to the Assignee in terms of this agreement is set out in Annexure A hereto.
- 7.4 The Assignee only becomes entitled to the Commission once the conditions listed in 5.4 above have been met and the client has paid.
- 7.5 The Assignor is obliged to pay to the Assignee the Commission as is stated in Annexure A for as long as the Client contracts with and remains registered with the Assignor for the supply of the Products/Services. Should the Products / Services ever be suspended or terminated, the Assignor's obligation to pay Commission will similarly be suspended.

WHERE PAYMENTS ARE RECEIVED FROM THE CUSTOMER BY THE ASSIGNEE

- 7.6 In the event that the Assignee or its Agents or Resellers receives any payments for Products / Services, the Assignee will be obliged to pay the Assignor the difference between the Retail Price and the Commission due to the Assignor in respect of those Customers, by:
- 7.6.1 the last day of the month in which the payment is received by the Assignee; or
- 7.6.2 on the day that it requests new stock for Sensors from the Assignor (in terms of annexure A); whichever comes first.
- 7.6.3 The Assignee must raise an Invoice for the payment due by the Assignee, based on the products/services supplied.
- 7.6.3.1 This Invoice must be produced in line with The Assignor's policies and/or procedures
- 7.7 The Assignor will be entitled to withhold the delivery of any Sensors for as long as any monies are due to it beyond the dates agreed to in 7.5.

WHERE PAYMENTS ARE RECEIVED FROM THE CUSTOMER BY THE ASSIGNOR

- 7.8 The Assignee shall issue an invoice to the Assignor by the 10th day of each month, generated at the hand of the spreadsheet sent to it by the Assignor in terms of 6.5 above.
- 7.9 The Assignor shall make payment of the invoice by the last business day of the month in which the invoice is received, by way of electronic transfer of funds into the bank account of the Assignee nominated by the latter for this purpose. (This does not mean that the deposit of the funds will necessarily reflect in the account of the Assignee by the last day of the

month, as the time that it takes for the transfer to reflect in the bank account of the Assignee, is dependent upon the time that inter- or intrabank internet transfers take.)

- 7.10 The Assignor will be entitled to deduct from the Commission due by it to the Assignee, the following:
- 7.10.1 The Retail Prices for any Sensors that have not been paid by the Assignee by the time that the Commission is due by the Assignor to the Assignee;
 - 7.10.2 Any payments due to the Assignor by the Assignee in respect of payments received by it directly from the Customer; or
 - 7.10.3 Any other payments due by the Assignee to the Assignor, whether in terms of this Agreement or otherwise.
- 7.11 The Assignee must complete the annexure headed "Financial Questionnaire" set out in Annexure B1. All Commission that become due and payable to the Assignee will be handled strictly in accordance with this document.

8 SUPPLY, SALE AND RE-DISTRIBUTION OF STOCK

- 8.1 The Assignor will provide Sensors to agent in order for it to maintain stock levels thereof sufficient to provide in the demand from its Customers and/or as seen fit by The Assignor. The Assignee will pay a consignment deposit in accordance with the Annexure A for the Sensors if required, and the Assignor will replace consignment stock (minimum of two Sensors) rather than offset this deposit against the sale revenue. The Assignee may reduce its stock level in accordance with Annexure A.
- 8.2 The consignment deposit will be paid by the Assignee to the Assignor prior to the delivery of the Sensors to the Assignee (the date of which will be evinced from date that appears on the Delivery Sheet, even if the Delivery Sheet is not signed or dated by the Assignee).
- 8.3 The balance of the Retail Price (the difference between the Retail Price and the consignment deposit) will be payable within by the last day of the month in which the Customer who bought the Sensor registered on the System, without derogating from the Assignor's right to set the outstanding balance off against any amounts due to the Assignee at any time.

- 8.4 In the event that any Sensor is not sold within 3 (three) months of the date on which it is delivered to the Assignee by the Assignor, for whatever reason (including the loss or destruction of the Sensor) the balance of any deposit will become payable immediately upon the expiration of this period, regardless of whether the Sensor has been sold or not.
- 8.5 The Assignor is entitled to claim back any stock as it sees fit, such as to best meet the Assignor's requirements, and the Assignor commits to replace claimed stock in a timely fashion.

9 RESELLERS

- 9.1 The Assignee will market the Products / Services to End-Users in order for them to register, buy and pay for the Products / Services. It will so market and sell the Products / Services itself or through Resellers (who may in turn contract further Resellers, also called Resellers herein). The Assignee undertakes to contract with such Resellers on the terms set out in this agreement in writing.
- 9.2 Rates and Targets for Resellers will be formulated and then revised from time to time as per Annexure A1.
- 9.3 The Assignor will convey these rates and targets to the Assignee, as they are formulated and/or revised and the Assignee will ensure that the Resellers and their Resellers will be informed of such rates and targets.

10 OTHER OBLIGATIONS OF THE ASSIGNEE AND ITS RESELLERS

The Assignee shall at all times:

- 10.1 Act in accordance with all the Assignor's reasonable instructions associated with the delivery and sale of the Products/Services contemplated in this Agreement;
- 10.2 Actively develop existing and new relationships with prospective Clients to whom the Products/Services can be sold;
- 10.3 Notify the Assignor from time to time – at the earliest possible opportunity – in the event of it becoming aware of a need to implement any new Products/Services in respect of which the Assignor requires a minimum notice period of 20 (twenty) working days in order to implement Products/Services of a routine or standard nature and longer notification periods in respect of more advanced Products/Services, in the event that the Assignor in its sole discretion decides to implement any changes or develop any new Products / Services;

- 10.4 Act with care and diligence, in regard to which the Assignee warrants that it is suitably qualified and competent to provide information and, in the event that it is authorised by the Assignor in writing to do so, to supply the Products/Services to Clients on-line in accordance with the Assignor's guidelines;
- 10.5 Maintain adequate levels of stock of the Assignor's Products/Services in accordance with Annexure A and marketing material; and
- 10.6 Anticipate normal delays as expected for delivery of Products or documents through the South African Post Office and associated postal Products/Services.

11 CONFIDENTIALITY AND CONFLICT OF INTERESTS

- 11.1 The Parties have entered into THE ASSIGNOR's standard Non-Disclosure Agreement (NDA - <https://navic.cloud/nda/>) and may not disclose to any third party, other than their respective employees or professional advisers in their capacities as such, any information relating to the Products /Services or any subject matter of this Agreement or the terms and conditions of this Agreement except insofar as may be provided for in the NDA (<https://navic.cloud/nda/>) hereto.
- 11.2 The Parties shall not at any time, during or after termination of this Agreement, release any statement to the press or make any other public statement of any nature which could reasonably be expected to be published in any media, regarding their relationship or the subject matter of this Agreement, without the prior written consent of all Parties.
- 11.3 Notwithstanding the termination of this agreement, the parties shall remain bound by the terms and conditions of the non-disclosure agreement.
- 11.4 The contents of this agreement will be treated as confidential by all parties, unless and insofar as it is required to disclose the terms hereof in the assertion of either party's rights against the other or against third parties.
- 11.5 The Assignor may by written notice specify which of Assignee's directors, shareholders, officers or resellers are required to sign a secrecy undertaking and no such person may be employed in the conduct of the business relating to the Product until such secrecy undertaking has been signed.
- 11.6 All documentation furnished pursuant to this Agreement will remain the property of the Assignor and upon termination of this Agreement will be

returned to the Assignor. The Assignee and its Resellers will not make copies of any such documentation without prior written consent.

- 11.7 After the termination of this Agreement, the Assignee and its Resellers shall not make any use of the Product and the Know-How in any manner whatsoever, nor shall it in any manner whatsoever disclose such Product and the Know-How to any other person.
- 11.8 The Assignee will not place itself in a position wherein its interests conflict with those of the Assignor.
- 11.9 The Assignee may not offer a product or service in competition with the Products/Services for a period of twenty four months after receiving its final payment in terms of this Agreement.
- 11.10 The Assignee may not disclose Know-How or other Confidential Information obtained during the course of this Agreement and this obligation will continue for a period of twenty four-months after receiving its final payment in terms of this Agreement.
- 11.11 The Assignee and its Resellers will, for the duration of this agreement use the Products/Services to the exclusion of any other competing Products/Services or Products/Services available in the marketplace. The Assignee and its Resellers will not directly or indirectly allow or foster competition with the Products/Services or allow the circumvention or cutting out or by-passing of the Assignor.
- 11.12 During the active period of this agreement the Assignee may not provide a competing Product/Service;
- 11.13 For a period no less than the period as stated in the NDA (<https://navic.cloud/nda/>), but no less than 24 months, after termination of this agreement the Assignee may not offer a competing Product/Service.

12 MARKETING

- 12.1 The Assignee will be responsible for making appropriate facilities and/or marketing material placement area available for the marketing of the Products/Services in accordance with Annexure C hereto, which will include such banners, displays, brochures, advertising boards and/or other as indicated in the Assignee's Marketing Proposal as indicated in Annexure C2, as will maximize the marketability of the Products/Services.
- 12.2 Unless as otherwise provisioned or provided by the Assignor The

Assignee will be responsible for the costs of marketing material and displays as contemplated in 12.1 above and in Annexure C1 and Annexure C2 hereto.

- 12.3 The Assignee agrees that any/all correspondence and marketing material relating to the Products/Services shall bear the slogan/logo, "Navic Cloud" and are to be approved in writing by the Assignor as per Annexure C1.
- 12.4 The Assignee agrees to advertise the details of the Navic Agency, under the conditions of this agreement. This includes but is not limited to any online marketing including creating a link to the Assignor's website and social media such as Facebook, Twitter, Google+ and other.
- 12.5 The Assignee agrees to publicise the Assignor, under the guidelines in Annexure C1 and this agreement, to the general public whenever and wherever the Assignee does marketing or general printing for its normal business operations and in such a manner as to promote and maximize sales efforts for the Products/Services.

13 DURATION

The Assignee shall be bound to the Assignor for a minimum period of 12 (twelve) months in terms of this agreement, unless this agreement is terminated as provided for herein, whereafter it shall continue indefinitely. For purposes of establishing value should one party default on the agreement then the clause dealing with arbitration dictate the limit of the period of this agreement.

14 CANCELLATION DUE TO ASSIGNEE'S FAILURE TO MEET TARGETS

- 14.1 Any of the Products/Services stock or products allocated to the Assignee and in The Assignee's possession that remains unsold for a period of 60 days, or other as may legally be required in the territory, may be reclaimed at the sole discretion of Assignor.
- 14.2 This clause 14 must be read with Annexure A. In the event that the Assignee does not:
 - 14.2.1 actively sell and promote the Products/Services;
 - 14.2.2 and/or shows an insignificant growth in customer registrations for any six month period; and/or
 - 14.2.3 fails to meet the targets stipulated in Annexure A;then and in such an event the Assignor in its sole discretion reserves the right to:

14.2.4 terminate this Agreement in respect of the Territory in respect of which the Assignor; and/or

14.2.5 reduce the Assignee's commission commensurately.

14.3 This Agreement is subject to the terms and conditions of the License Agreement between the Assignor and the Licensor of the Products/Services and any law, statute or agreement or other restrictions in force at the time of the conclusion hereof or which may come into force in the Territory and be applicable to or binding upon the Assignor.

14.4 The Assignee is restricted to marketing and supplying the Products/Services in the Territory, until the Assignee is awarded another territory in writing.

15 INDEMNITY

The Assignor shall not be liable to the Assignee, its employees, Resellers or other agents for any reason whatsoever and the Assignee hereby indemnifies the Assignor against any liability for loss, damage, injury loss of income or any other or claim of whatever nature which the Assignee may suffer or which may be instituted against it as a result of any failure, fault, omission, neglect or malfunction of the SYSTEM or any part thereof, including the Internet, the telecommunications network, the GPS or GSM networks or any equipment belonging to the Assignor or its suppliers, subcontractors or agents under this Agreement.

16 LIMITATION OF LIABILITY

In the event that the Assignor is held liable for any loss or damage suffered by the Assignee or any of the third parties referred to in clause 15 despite the operation of clause 15, such liability shall not exceed in value the equivalent of the Retail Price of the Products/Services to which the damage or loss relates.

17 DEFAULT

17.1 Should either party materially breach any essential provision of this agreement and fail to remedy such breach within 10 (ten) business days after receiving written notice requiring such remedy, then the other party shall be entitled, without prejudice to its other rights in law (including the right to recover damages) to:

17.1.1 cancel this agreement and recover damages arising from the cancellation; or

17.1.2 claim immediate specific performance of all of the defaulting

party's obligations whether or not otherwise then due for performance.

- 17.2 Notwithstanding the a foregoing, if the breach constitutes repudiation, the other (innocent) party shall not be required to give notice requiring of the repudiating party to remedy the breach before accepting the repudiation by canceling this agreement.
- 17.3 Notwithstanding anything to the contrary contained in this Agreement, the obligations of the Assignor shall terminate in the event that it is no longer entitled to or capable of performing in terms of this agreement pursuant to the amendment, variation, cancellation or revocation of –
- 17.3.1 Any applicable law; and/or
- 17.3.2 Any license (including the License), sub-license or other agreement or arrangement, which may be required in order for that party to perform in terms of this agreement.
- 17.4 In the event that the agreement is cancelled by the Assignor on the basis of a breach by the Assignee, the Assignee shall forfeit any claim to unpaid Commission outstanding as at date of cancellation.
- 17.5 Upon the cancellation or termination of this agreement for any other reason whatsoever, the Assignee shall only be entitled to Commission earned by it prior to the cancellation or termination of the agreement.
- 17.6 The provisions relating to cancellation / termination in terms of this clause 17 does not limit the rights of the Assignor to cancel the agreement in terms of Clause 14 above, read with Annexure A hereto.

18 ARBITRATION

- 18.1 In the event of any dispute or difference arising between the Parties hereto relating to or arising out of this Agreement, including the implementation, execution, interpretation, rectification, validity, enforceability, termination or cancellation of this Agreement:
- 18.1.1 Either party will be entitled to give written notice to the other of the fact that such dispute or difference has arisen;
- 18.1.2 The parties will forthwith meet to attempt to settle such dispute or difference at a time mutually convenient to them, but not later than 10 (ten) business days of the notice in 18.1.1;

- 18.1.3 In the event that the parties fail to meet or fail to resolve the dispute or difference within a period of 10 (ten) business days of the notice in 18.1.2, the party who sent the notice in 18.1.2 (hereinafter called “the referring party”) will be entitled to refer the dispute for arbitration in accordance with the provisions set out in this paragraph 18.
- 18.1.4 It is specifically noted that the jurisdiction associated with regards Arbitration or any other legal requirements is always in the territory of the domicilium citandi et executandi of the Assignor.
- 18.2 The parties will attempt to agree on an arbitrator within 10 (ten) days of the expiration of the period indicated in 18.1.3, by doing the following:
- 18.2.1 The referring party will send a list of at least 10 names of advocates or attorneys with no less than 10 years’ experience in commercial litigation to the other party;
- 18.2.2 The other party will respond in writing within 24 hours of receipt of the list by either nominating 3 names from the list and/or by nominating its own candidates for arbitrator;
- 18.2.3 In the event that the parties cannot agree on a candidate for arbitrator or that the candidates on which they have agreed being unavailable, the parties will ask the Chairperson for the time being of the Cape Bar Council to nominate an advocate with not less than 10 years’ experience in commercial law, to act as arbitrator;
- 18.3 The arbitrator will be furnished with a copy of this agreement by the referring party and the parties and the arbitrator will convene a prearbitration hearing at his chambers or offices, to take place as soon as possible after his appointment;
- 18.4 The arbitrator will determine the manner in which pleadings will be exchanged and the time limits within this will be done, as well as the date for the hearing and all the other administrative and logistical arrangement necessary for the hearing, subject to the following:
- 18.4.1 The hearing will take place at a location as designated by the Assignor;
- 18.4.2 The hearing will be conducted informally but in accordance with the laws of South Africa;

- 18.4.3 The hearing will be completed within 20 (twenty) days after it is demanded, having particular regard to any urgency regarding the matter in issue, but also the complexity of the matter;
- 18.4.4 The arbitrator will determine whether a party should be held liable for the costs of the Arbitration on grounds of justice, fairness and equity and to what extent and on what scale.
- 18.5 The Parties irrevocably agree that the decision in any proceedings hereunder: –
- 18.5.1 Will be final and binding on both of them;
- 18.5.2 Will forthwith be carried into effect;
- 18.5.3 May be made an order of any court of competent jurisdiction; and
- 18.5.4 The extent of liability by one party to the other is limited to future earnings of 3 years.
- 18.6 The provisions of this clause will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.
- 18.7 Despite the foregoing, the Assignor shall, in its sole discretion, be entitled to institute any legal action against the Assignee, arising from this Agreement, in a High Court in South Africa.

19 INTELLECTUAL PROPERTY

- 19.1 Neither party shall have any claim to the copyright, patent, trademarks, designs or any other intellectual property rights of the other merely as a result of this agreement.
- 19.2 Nothing in this agreement shall entitle either party to use the other's name, logo, trademarks, designs, copyrights or any other intellectual property rights in any manner whatsoever without the other party's prior written consent.
- 19.3 Any copyright, trademarks, patents, designs or other intellectual property rights (including the development of any hardware, software, know-how, techniques or the like) that relate to the Products / Services or the System, which may come into existence during the course of this agreement, shall remain the sole and exclusive property of the Assignor despite anything to the contrary herein. The Assignor shall be entitled to deal with the intellectual property as it pleases.

- 19.4 The Assignee acknowledges that all right, title and interest in and to the Intellectual Property save for the rights of use and rights to commercialise as set out herein vests in the Assignor.
- 19.5 The Assignor and any Reseller shall not at any time during or after the termination or cancellation of this agreement dispute the validity or enforceability of such rights or do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of that right, title and interest in any of the Intellectual Property rights or rights to the SYSTEM which may be the subject of this Agreement and shall not counsel or assist any other person to do so.
- 19.6 The Assignee shall, for the duration of this agreement, whether itself or through any third party whether directly or indirectly (and shall procure that the end users will, whether directly or indirectly) –
- 19.6.1 not copy, reproduce, translate, adapt, vary, modify, sell, lease, license, encumber or in any other way deal with the Product or Intellectual Property or any portion thereof;
 - 19.6.2 not de-compile, disassemble or reverse engineer the Product/Services or the Intellectual Property or any portion thereof;
 - 19.6.3 not write and/or develop any derivative Product/Services or Intellectual Property or any other intellectual property programme based on the intellectual property;
 - 19.6.4 not modify or alter the Product/Services or Intellectual Property nor alter or remove any proprietary notices or labels or trademarks on the Intellectual Property, the Sensors or Products/Services;
 - 19.6.5 notify The Assignor of any infringement of copyright in the Products/Services or Intellectual Property;
 - 19.6.6 not make any modifications, enhancements, upgrades or alterations to the Products/Services or Intellectual Property (or any component thereof); or
 - 19.6.7 not cede, delegate, assign, transfer or pledge any of its rights or obligations under this agreement.
- 19.7 The Assignee shall, for the duration of this agreement and without undue delay:

- 19.7.1 bring to the attention of the Assignor any improper or wrongful use or infringement of the copyright in the Products/Services or Intellectual Property which comes to its attention, and shall use commercially reasonable efforts to safeguard the proprietary interests of the Assignor in relation to the Products/Services or Intellectual Property in its operations;
- 19.7.2 at reasonable times and upon request, provide the Assignor with access to its premises, hardware, the Sensors, the Intellectual Property and/or network for purposes of performing inspecting, testing, examining and/or correcting the Product or Intellectual Property and/or monitoring the compliance by the licensee with its obligations in terms of this agreement;
- 19.7.3 at its own expense, comply with the provisions of any law, regulation or direction of any competent authority which may be applicable to the use of the Product or Intellectual Property, and shall apply for and obtain any licences, certificates, exemptions or the like which may be required in connection with the use of the intellectual property and shall at all times comply with all requirements of law in that regard; and
- 19.8 Immediately notify The Assignor in writing of any defects or faults in the Product or Intellectual Property and thereafter, if necessary, assist The Assignor in tracing and locating such fault or defect.

20 CESSION

- 20.1 The Assignor shall be entitled, without reference to Assignee, to cede, delegate or assign all or any of its rights and/or obligations under this agreement either absolutely or as collateral security to any third party, and on any such cession, assignment and/or delegation taking place. The consent of the Assignee shall not be required in respect of any cession, assignment and/or delegation in terms of this 20.1 merely on the premise that such cession, assignment and/or delegation would result in a splitting of claims to which the Assignee hereby irrevocably consents.
- 20.2 The Assignee shall not be entitled to cede, assign, delegate or otherwise transfer any of its rights or obligations under this agreement to a Reseller, agent or any third party without Assignor's prior written consent, which consent shall not be unreasonably withheld, after the Assignor has vetted the Reseller. It is recorded that it will not be regarded as unreasonable for the Assignor to refuse to agree to such cession in the event that the Reseller, Agent or other third party refuses to accept the terms of this Agreement or the Conditions of Engagement.

21 Domicilia Citandi et Executandi

21.1 The chosen addresses of the Parties for the purpose of this Agreement are:

In the case of The Assignor:

Postal Address:	Physical Domicilium:
same as the physical address of the Legal Office of the Assignor as stipulated in Section 1.2 above	same as the physical address of the Legal Office of the Assignor as stipulated in Section 1.2 above
email: accounts@navic.cloud	

In the case of The Assignor:

Postal Address:	Physical Domicilium:
email: _____	

21.2 Any notice or communication required or permitted to be given in terms of this Lease shall be valid and effective only if given in writing but it shall be competent to give notice by registered post or email (in which case the delivery report for the email shall serve as proof of transmission).

21.3 Either party may by notice to the other change the physical address chosen as its domicilium citandi et executandi to another physical address in the Republic of South Africa, or its registered email address, provided that the change shall only become effective on the 7th (seventh) day after receipt of the notice by the addressee.

21.4 Any notice to a party which is:

- 21.4.1 sent by prepaid registered post in a correctly addressed envelope to it at its domicilium citandi et executandi shall be deemed to have been received on the 5th (fifth) businessday after posting (unless the contrary is proved); or
- 21.4.2 delivered by hand to a responsible person during ordinary business hours at its domicilium citandi et executandi shall be deemed to have been received on the day of delivery; or
- 21.4.3 transmitted by email to its chosen email address (if any) stipulated in clause 21.1 above, shall be deemed to have been received on the date of transmission (unless the contrary is proved);
- 21.5 Notwithstanding anything to the contrary herein contained, 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 domicilium citandi et executandi.

22 GENERAL

- 22.1 This Agreement contains all the provisions agreed on by the Parties with regard to the subject matter of the Agreement and the Parties shall not be bound by any representation, warranty, promise or the like not contained in this Agreement.
- 22.2 Neither Party may rely on any representation that allegedly induced that Party to enter into this Agreement, unless the representation is recorded in this Agreement.
- 22.3 No variation, addition to, deletion from or cancellation of this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Parties.
- 22.4 This agreement supersedes all prior agreements and is effective immediately. No condition precedent or suspension not contained herein shall have any effect, nor be binding, nor suspend or make this agreement conditional.
- 22.5 No failure or delay on the part of either Party in exercising any right, power or privilege will operate as a waiver of any right, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 22.6 Each Party shall bear its own costs in the negotiation, drawing and typing

of this Agreement, including all prior drafts and all attendances.

23 SEVERABILITY

All provisions of this agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of this agreement that is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of this agreement shall remain of full force and effect. The parties declare that it is their intention that this agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

24 FORCE MAJEURE

- 24.1 Should The Assignor be prevented from fulfilling any of its obligations in terms of this agreement as a result of an event of force majeure, then –
- 24.1.1 those obligations shall be deemed to have been suspended to the extent that and for so long as the Assignor is so prevented from fulfilling them and the corresponding obligations of The Assignee shall be suspended to the corresponding extent;
 - 24.1.2 the duration of this agreement as well as each period within which and each date the Assignor shall promptly notify the Assignee in writing of such event of force majeure and such notice shall include an estimation of the approximate period for which the suspension in terms of 24.1 will endure. Such estimate shall not be binding on Assignor; and
 - 24.1.3 by which any obligation is required to be performed in terms of this agreement shall be extended or postponed, as the case may be, by the period of suspension in terms of 24.1
- 24.2 Should the Assignor partially or completely cease to be prevented from fulfilling its obligations by the event of force majeure, the Assignor shall immediately give written notice to the Assignee of such cessation and the Assignor shall, as soon as possible, fulfill its obligations which were previously suspended; provided that in the event and to the extent that fulfillment is no longer possible or the Assignee has given written notice that it no longer requires such fulfillment, the Assignor shall not be obliged to fulfill its suspended obligations and the Assignee shall not be obliged to fulfill its corresponding obligations.

- 24.3 Should an event of force majeure continue for more than 180 days after the date of the notice referred to in 24.1 and notice of cessation in terms of 24.2 not have been given, then either party shall be entitled (but not obliged) to terminate this agreement by giving not less than thirty days written notice to the other party to that effect; provided that any such notice of termination shall be deemed not to have been given if a notice of cessation in terms of 24.2 is received by The Assignee prior to the expiry of such thirty day period.
- 24.4 An “event of force majeure” shall mean any event or circumstance whatsoever which is not within the reasonable control of The Assignor including vis maior, casus fortuitus, any act of God, strike, theft, fire, explosion, riot, insurrection or other civil disorder, war (whether declared or not) or military operations, international restrictions, any requirement of any international authority, any requirement of any government or other competent local authority, any court order, export control and shortage of transport facilities

25 WARRANTIES

- 25.1 The Assignee gives the Assignor the warranties hereunder on the basis that:
- 25.1.1 notwithstanding that The Assignor is or should be aware that any warranty is or may be incorrect, this agreement is entered into by the Assignor relying on the warranties, each of which is deemed conclusively to be both a material representation inducing the Assignor to enter into this Agreement and an essential contractual undertaking by the Assignee to ensure that the warranty is true and correct;
- 25.1.2 each such warranty shall be conclusively deemed to be material;
- 25.1.3 insofar as any warranty is promissory or relates to a future event, such warranty shall be deemed conclusively to have been given as at the due date for fulfillment of the promise or for the happening of the event, as the case may be; and
- 25.1.4 each such warranty shall be a separate and independent warranty and shall not be limited by any reference to, or inference from, the terms of any other warranty or by any other provision in this agreement.
- 25.2 The Assignee warrants, represents and undertakes in favour of the Assignor that: –
- 25.2.1 it is a company or close corporation duly incorporated and validly existing under and in accordance with the laws of the Territory;

25.2.2 It has the legal capacity and the power to own its assets and to carry on its business as it is presently being conducted;

25.2.3 it has –

- 25.2.3.1 the legal capacity and the power to enter into and perform in terms of contracts and to take all necessary actions (whether corporate, internal or otherwise) to authorize its entry into and performance of, this agreement;
- 25.2.3.2 the obligations expressed to be assumed by it under this agreement are legal and valid and are binding on, and enforceable against, it;
- 25.4.3.3 the entry into this agreement and/or the performance of its obligations under this agreement does not, and will not, -
- (i) contravene any applicable laws; and/or
 - (ii) contravene any provision of its memorandum and/or articles of association; and/or
 - (iii) contravene, violate, cause a default and/or breach of the terms of, and/or otherwise conflict with any contract, agreement, indenture, mortgage or other instrument of any kind to which it is a party or by which it may be bound or which is binding upon its assets;
 - (iv) all authorizations, consents, approvals, resolutions, licenses, exemptions, filings and registrations which are required, necessary or desirable under all applicable laws –
 - (aa) to enable it to lawfully enter into, exercise its rights and comply with its obligations under this agreement; and
 - (bb) to make this agreement admissible in evidence in the territory,
 - (cc) have been obtained or effected and are, and will for the duration of this agreement remain, in full force and effect;
 - (v) it has disclosed to Assignor, in writing, all facts and circumstances which are, or which may reasonably be regarded to be, material to The Assignor in entering into this agreement;
 - (vi) this agreement and/or any material utilised by the Assignee in fulfilling its obligations in terms of this agreement does not and will not contravene or infringe upon any third party rights or conflict with any law

including but not limited to contraventions of the relevant Copyright Act, the Trade Marks Act, or Intellectual Property Act in the territory of Internationally;

(vii) the marks (symbols, logos) of any materials used by The Assignee do not infringe upon the trademark or other rights of third parties;

(viii) it owns and is entitled to use any materials supplied to the Assignor in terms of this agreement;

(ix) it shall not contravene any rules or regulations of an applicable advertising standards body regarding any advertisements produced and/or the advertising material supplied; and

(x) it shall not do or fail to do anything which may result in the Assignor being in breach of any applicable laws.

THE ASSIGNOR

Signed at _____ this _____ day of _____ 20_____

Name: Sign: _____

Capacity: _____ Who warrants that he is duly authorized hereto

THE ASSIGNEE

Signed at _____ this _____ day of _____ 20_____

Name: Sign: _____

Capacity: _____ Who warrants that he is duly authorized hereto