

AGREEMENT

between

CENTRIC NET SOLUTIONS (PROPRIETARY) LIMITED ("CNS")

and

k2014126500 T/A Canvas Photo Print ("THE SERVICE PROVIDER")

Service Provider Details

Full name _____
 Company registration number _____ VAT number _____
 Contact person _____
 Physical Address _____

 Postal Address _____

 Telephone number _____ Fax number _____
 E-mail (service provider) _____

Banking Details

Account name _____
 Bank name _____ Branch code _____
 Account number _____ Account type _____

User Details

User name _____
 Telephone number _____ Cellphone number _____
 E-mail (user) _____

Centric Net SOLUTIONS and the Service Provider hereby agree to the terms and conditions set out in the attached **Service Provider Agreement**.

THUS DONE AND SIGNED by the PARTIES at the places and on the dates reflected beneath their signatures.

 for: THE SERVICE PROVIDER (*Please sign in full*)

 Name
 who warrants that he is duly authorised hereto
 DATE:
 PLACE: _____

 for: CENTRIC NET SOLUTIONS (PTY) LTD

 Name
 who warrants that he is duly authorised hereto
 DATE:
 PLACE: Rivonia

Important instructions:

1. Please initial every page.
2. Fax agreement to: Centric Net Solutions – 086 500 7600

SERVICE PROVIDER AGREEMENT

1. INTERPRETATION

In this agreement, unless the context clearly indicates a contrary intention:

1.1 An expression that denotes: any gender includes the other gender and the neuter; a natural person includes a juristic person and vice versa; and the singular includes the plural and vice versa.

1.2 The following expressions shall bear the meanings assigned to them below:

- "business day"** – any day that is not a Saturday, Sunday or official public holiday in the RSA;
- "customer"** – a customer of the service provider that enters into a transaction;
- "debt"** – the amount the debtor owes CNS from time to time in respect of moneys lent to debtor by CNS to settle the price for a transaction, and including any interest, fees and other charges levied on such amount;
- "debtor"** – a customer that wishes to pay for the transaction on a date later than the transaction date or in more than one instalment, and consequently obtains a loan from CNS under the facility in order to settle the transaction;
- "facility"** – the maximum amount, as approved by CNS, that the debtor may be indebted to CNS at any time;
- "effective date"** – notwithstanding the signature date, [_____];
- "instalments"** – shall mean one or more payments/collections by/from the debtor to settle the debt;
- "intellectual property"** – all intellectual property rights, including without limitation the names, designs, trade marks, patents, copyright and logos, owned by a party;
- "monthly access fee"** – means the monthly amount that service provider is liable to CNS pursuant to 7 below, as indicated in CNS' standard schedule of charges, which amount is, at time of signature hereto, R500 (five hundred rand) per month exclusive of VAT;
- "point-of-sale procedures"** – the point-of-sale procedures set out in this agreement, in CNS's general policies and procedures and in the NetCOLLECT user manual (as may be amended by CNS from time to time), with which the service provider is required to comply, which procedures include the verification of the prospective debtor's identity, the procuring of the prospective debtor's signature to all the relevant documentation, and generally compliance with all applicable statutory, supervisory and regulatory requirements;
- "RSA"** – the Republic of South Africa;
- "signature date"** – the date of signature of this agreement by the last signing of the parties;
- "transaction"** – a transaction between the service provider and the customer in terms of which the service provider supplies goods and/or renders services to the customer;
- "transaction fee"** – the interest, service fees, and other charges levied on the debt by CNS, and payable by debtor or service provider in terms of clause 7 below; and
- "VAT"** – value-added tax levied in terms of the Value-added Tax Act No. 89 of 1991.

1.3 Any reference to any statutory, regulatory or supervisory requirement shall be a reference to such requirement as at the signature date, and as amended or substituted from time to time.

1.4 If any provision in a definition is a substantive provision conferring a right or imposing an obligation on any party then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this agreement.

1.5 Where any term is defined within a particular clause other than this clause 1, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

1.6 Where any number of days is to be calculated from a particular day, such number shall be calculated as excluding the first day and commencing on the next day. If the last day falls on a day that is not a business day, the last day shall be deemed to be the following day that is a business day.

1.7 Any reference to days (other than a reference to business days), months or years shall be a reference to calendar days, months or years, as the case may be.

1.8 Any term that refers to a South African legal concept or process (for example, without limiting the foregoing, winding-up or curatorship) shall be deemed to include a reference to the equivalent or analogous concept or process in any other jurisdiction in which this agreement may apply or to the laws of which a party may be or become subject.

1.9 The use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example/s.

1.10 The contra proferentem rule shall not be applied in the interpretation of this agreement.

2. INTRODUCTION

2.1 CNS carries on business as an information technology solution provider, and has been registered as a credit provider in terms of the National Credit Act, 2005.

2.2 The service provider, through its outlets in the RSA ("service provider's outlets"), conducts the business, inter alia, of providing services and/or products.

- 2.3 The parties enter into this agreement in terms of which, inter alia:
- 2.3.1. CNS wishes to: provide facilities to customers that wish to pay for transactions at a date later than the transaction date, or in instalments, whereby CNS assumes liability to pay the service provider the transaction price on customer's behalf, and the debtor becomes liable to CNS for the debt; and effect the collection of instalments from debtors using CNS' NetCOLLECT system; and
- 2.3.2. Service provider is willing and able to, as applicable: on CNS' behalf, consider and, as appropriate, grant facilities to customers that require them; procure all information and documentation from customers requiring facilities, as indicated in the point-of-sale procedures and otherwise required in terms of any legal requirement; and load all requisite debtor details on the NetCOLLECT system in order to give effect to the timeous and correct collection of instalments by CNS from the debtor.
- 2.4 CNS accordingly appoints service provider, who accepts the appointment, to give effect to 2.3 above, on the terms and subject to the conditions herein, in terms of which, without limitation:
- 2.4.1. the service provider will use the NetCOLLECT system, subject to the point-of-sale procedures (as may be amended by CNS from time to time);
- 2.4.2. CNS will pay service provider the transaction price, less any amounts that may be owed by service provider to CNS; and
- 2.4.3. Service provider shall pay CNS the any fees and other amounts pursuant hereto.

3. DURATION

- 3.1 This agreement shall commence on the effective date and endure for an indefinite period subject to the provisions of clause 3.2.
- 3.2 Either party may terminate this agreement subject to the following provisions:
- 3.2.1. Notice of termination may be given by either party on sixty (60) days written notice (the "notice period") to the other party. The said notice period shall commence on the 1st day of the month following the date on which written notice is received by the receiving party;
- 3.2.2. Notice of termination served by the service provider will only be valid if accompanied by payment in full of any outstanding amounts due or to become due by service provider to CNS as at the termination date, including a termination fee pursuant to CNS' standard schedule of charges;
- 3.3 Termination of this agreement will not affect any rights or obligations already incurred and still in force on or before the termination date, which rights and obligations shall continue in operation, pursuant to the terms of this agreement, until discharged in full.
- 3.4 Notwithstanding anything aforesaid, CNS shall be entitled to terminate this Agreement forthwith if the service provider has breached this agreement and failed to remedy such breach on 14 (fourteen) days notice to do so.

4. POINT-OF-SALE ACCESS POINTS

- 4.1 The service provider will utilise point-of-sale access points prescribed by CNS from time to time. The service provider shall maintain an electronic connection with CNS (via the Internet) so that, upon CNS activating the service provider's access to NetCOLLECT, the service provider's outlets will be able to process facilities and debt repayments using NetCOLLECT via those point-of-sale access points.
- 4.2 The service provider undertakes to ensure that at least one point-of-sale access point is active in each service provider's outlet prior to the effective date and shall do all things and sign all documents required by CNS to ensure that the service provider complies timeously with the provisions of this clause 4.
- 4.3 The service provider shall provide and maintain all electrical and/or other connections necessary in accordance with the requirements of CNS for the operation of the point-of-sale access points.
- 4.4 The service provider shall be responsible for the payment of any charges relating to the installation, maintenance and the connections required for the proper operation of the point-of-sale access points.
- 4.5 CNS shall not be liable for any loss, liability, cost or damage that the service provider may suffer or incur, whether direct, indirect or consequential of whatever nature arising out of or in connection with the point-of-sale access points and any defect therein.

5. POINT-OF-SALE PROCEDURES

Facility applications

- 5.1 The service provider shall, in order to process each application by a customer for a facility, comply with the point-of-sale procedures, including, without limitation:
- 5.1.1. ensuring that the customer completes the CNS application and credit risk analysis in full;
- 5.1.2. obtaining copies of the customer's ID and all other relevant documents;
- 5.1.3. conducting verification checks, including verifying the customer's signature, for example against the customer's credit, debit or garage card;
- 5.1.4. using CNS' credit scoring system to determine whether customer is eligible for a facility, and advising the customer whether the application has been approved or declined, and if declined, the reasons for the decline;
- 5.1.5. completing, and procuring customer's signature to the CNS Agreement and Collection Authority, where the application is successful;
- 5.1.6. providing the customer with a copy of the signed CNS application form and, where applicable, CNS Agreement and Collection Authority;

- 5.1.7. providing CNS with scanned copies of all applications, whether approved or declined, together with copies of all signed agreements, within 5 (five) business days following signature thereof; and
- 5.1.8. generally complying with all applicable statutory, supervisory and legislative requirements, including, without limitation, the National Credit Act, 2005.

Collection

- 5.2 The service provider shall, in order to effect the collection of instalments from a debtor in repayment of the debt:
 - 5.2.1. process (load) each applicable transaction into NetCOLLECT via the point-of-sale access point using the service provider's restricted access details;
 - 5.2.2. ensure that the point-of-sale access point reflects the correct date and time of the transaction;
 - 5.2.3. In the event that a collection is being initiated or effected where a facility has already been granted by CNS to the debtor prior to the date of the transaction, the service provider will:
 - 5.2.3.1. validate the debtor by verifying the customer's identity number against his identity document;
 - 5.2.3.2. obtain a NetCOLLECT validation code from the debtor;
 - 5.2.3.3. confirm, using NetCOLLECT, that the debtor is listed as an approved debtor, and that there are sufficient funds available under the facility for the transaction; and
 - 5.2.3.4. only use the validation override code once an authorised representative of the service provider (being the owner or other person of appropriate seniority) has positively confirmed/validated the debtor and transaction details.

Record-keeping

- 5.3 The service provider will retain:
 - 5.3.1. all original applications and agreements for 3 (three) years following: date of application (in the case of declined applications); and date of termination of the facility (in the case of approved applications); and
 - 5.3.2. all sales vouchers and receipts in respect of transactions giving rise to the debt for a period of 3 (three) years following the date of the relevant transaction.
- 5.4 Service provider will, within 7 (seven) days of request from CNS, provide CNS with a copy of any sales voucher/s or receipt/s relating to the transaction/s giving rise to the debt, failing which CNS shall be entitled to deduct the amount of any transaction/s for which no sales voucher/s / receipt/s are provided from any amount payable by CNS to the service provider in terms of clause 6; or collect the amount of such transaction from the service provider's account in terms of clause 8.

General

- 5.5 The service provider will not add any additional charges, fees or interest onto the price of the transaction, or in any way penalise the debtor for not paying the transaction price on the date of the transaction.
- 5.6 CNS shall be entitled to reject the loading of any facility, and/or the collection of any instalment in its sole discretion.
- 5.7 The service provider undertakes to immediately notify CNS of any erroneous interchange of data occurring, in which event the service provider shall correct such erroneous interchange of data forthwith.
- 5.8 The service provider warrants to CNS that the full transaction price is due on the date of the transaction, and the service provider indemnifies CNS against any claim, loss, liability, damage, cost (including legal costs on the scale as between attorney and own client and any additional legal costs) or expense of any nature that CNS may suffer or incur as a result of or in connection with any dispute as to whether or not any amount charged by the service provider in respect of a transaction is due and payable, or any other dispute arising out of or in connection with goods and/or services supplied or delivered to the customer.
- 5.9 If the service provider agrees to furnish a customer a refund, in whole or in part, in respect of any transaction that gives rise to a debt, CNS' liability to pay service provider shall be reduced to the extent of the refund, provided that any transaction fees levied on such refunded amount shall not be refunded by CNS, the liability for which fees service provider agrees to assume and be liable for.

6. CREDITING OF SERVICE PROVIDER'S ACCOUNT

- 6.1 CNS shall, as applicable, credit (deposit into) the service provider's account with an amount equal to 'A', calculated in accordance with the following formula: $A = B - C$, where:
 - 6.1.1. A = the net amount due by CNS to the service provider after deducting 'B' and 'C';
 - 6.1.2. B = the amount successfully collected by CNS from the debtor in respect of the debt, limited to the total amount due in respect of the transaction/s giving rise to the debt; and
 - 6.1.3. C = any transaction fees due by service provider, as calculated by the NetCOLLECT system.
- 6.2 CNS will furnish service provider with monthly electronic statements reflecting all debt incurred in respect of transactions, all collections successfully made in respect of such debt, and the net amount due by CNS to service provider for the month in question.

7. CONSIDERATION

- 7.1 Service provider recognises and acknowledges that the credit services provided by CNS to debtors, together with the streamlined collection process through the provision of NetCOLLECT, assists the service provider, and facilitates a more flexible and efficient product and services offering to customers.

- 7.2 In consideration for the service provider having access to NetCOLLECT, CNS will charge the service provider the monthly access fee as provided for in clause 1. Such monthly access fee will be collected from the service provider by way of a bank debit order authorised in terms of clause 8 below, collected independent of any other debits (collections) as referred to in clause 8, and may not be off-set against any amounts due by CNS to credit provider except at CNS's sole discretion, and otherwise except if the collection referred to in this clause 7.2 has failed or has been returned, for whatever reason.
- 7.3 In consideration for CNS lending the debtor funds to settle the transaction:
- 7.3.1. CNS will charge the debtor interest and other charges, pursuant to CNS' standard schedule of charges, which shall not exceed the maximum amount legally permissible; or
- 7.3.2. service provider will be liable to CNS for the interest, fees and other charges levied on the debt, pursuant to CNS' standard schedule of charges, whereupon the extent of the debtor's liability to CNS will be the aggregate amount of the transaction/s.

Upon loading the transaction details onto NetCOLLECT pursuant to 5 above, the service provider will make the irrevocable election as to who shall bear the transaction fees as envisaged in this 7.3. In the event that the debtor is to bear the costs, service provider will and undertakes to ensure that the debtor is advised in full of all applicable interest and charges, and that the CNS Agreement and Collection Authority properly and correctly reflects such fees.

- 7.4 CNS shall review the monthly access fee and the transaction fees annually and shall notify the service provider in writing of any adjustments thereto within 1 (one) month following such review.

8. DEBITING OF SERVICE PROVIDER'S ACCOUNT

- 8.1 Service provider irrevocably authorises and consents to CNS debiting (collecting from) the service provider's bank account ("the nominated bank account"), the details of which are reflected on the face of this agreement, any amount due to CNS by service provider, including, without limitation:
- 8.1.1. any debt arising from any transaction/s returned or cancelled by the debtor;
- 8.1.2. any refund related to a transaction that is due to a customer that has not been properly rectified by the service provider;
- 8.1.3. any debt arising from any transaction/s disputed by a debtor;
- 8.1.4. any debt arising from any invalid or fraudulent transactions as referred to in clause 10 below;
- 8.1.5. any overpayments erroneously made by CNS to service provider regardless of the reason for such error;
- 8.1.6. the total value of any debt arising from any transactions where the service provider fails, for whatever reason, to provide CNS with original and properly completed documentation in relation to such debt or relevant transactions within 7 (seven) days of being requested to do so by CNS; and
- 8.1.7. the transaction fees, as applicable and pursuant to clause 7 above.
- 8.2 In the event of an invalid or fraudulent transaction (as referred to in 10 below) CNS shall have no obligation or liability to make payment to the service provider of any amounts referred to in clause 6 above and the service provider shall have no claim against CNS in respect of such transactions. CNS shall further be entitled to recover from the service provider, forthwith, any amount that CNS may have paid to the service provider in respect of any such fraudulent or invalid transaction and the service provider shall immediately pay such amount to CNS without set-off or deduction.
- 8.3 Without derogating from 8.1 above, the service provider irrevocably authorises CNS to collect the monthly access fee plus VAT thereon from its nominated bank account monthly in advance, on the last day of each month preceding the month for which the monthly access fee being collected is applicable.
- 8.4 The service provider shall not be entitled to, and is hereby restrained from, countermanding or in any way reversing or rejecting any collections or deductions made by CNS pursuant to this clause 8.
- 8.5 In the event that any collection made by CNS against the nominated bank account is returned or rejected for whatever reason:
- 8.5.1. service provider shall be liable to CNS for any bank fees charged to CNS's account, plus penalty fees and administration charges pursuant to CNS' standard schedule of charges;
- 8.5.2. CNS shall be entitled to attempt another collection of the returned / rejected amount/s at any time, at CNS' discretion;
- 8.5.3. CNS shall be entitled, at its sole discretion, to off-set any amounts due by CNS to service provider against such returned / rejected amount/s; and
- 8.5.4. CNS will not be responsible or liable for any costs, including any bank charges, incurred by the service provider as a result of said collection being returned / rejected.
- 8.6 The service provider undertakes to notify CNS in writing immediately and without delay upon any changes to its nominated bank account details.
- 8.7 Any outstanding amounts due by service provider to CNS shall incur interest at the prime overdraft rate charged by CNS' bank.
- 8.8 All amounts are quoted exclusive of VAT, and any amounts due by service provider to CNS in terms of this agreement, without exception, shall be payable by service provider on due date, without delay, and free of set-off, deduction, exchange and bank charges.

9. INDEMNIFICATION AND SURETY

- 9.1 The service provider indemnifies CNS against any claim, loss, liability, damage, cost (including legal costs on the scale as between attorney and own client and any additional legal costs) or expense of any nature whatever that CNS may suffer or incur as a result of or in connection with an invalid or fraudulent transaction.

- 9.2 CNS shall not be liable for any error or omission, nor for any loss or damage of whatever nature suffered by the service provider, the debtor, or any third party, whether the same shall be due to negligence on the part of CNS or its employees or agents and the service provider hereby indemnifies CNS in respect of any such claim howsoever arising.
- 9.3 The service provider irrevocably binds itself to CNS as surety for and co-principal debtor with the debtor for all the amounts that are now or may in the future become payable by the debtor to CNS pursuant to the debt. Service provider waives and renounces any legal benefits and exceptions, including that: there was no value received; there are no grounds for the debt; the account has been incorrectly drawn up; there are errors in calculation; or that the debtor be sued first. No extension of time or indulgence that may be granted to the debtor at any time, nor any release of any other security or suretyship given by the debtor to CNS will in any way affect or nullify service provider's liability hereunder. A certificate by any CNS manager (whose appointment need not be proved) as to the amount due and/or owing by service provider to CNS in terms of this suretyship will constitute prima facie proof of the matters therein stated for all purposes.
- 9.4 In the event of service provider settling any debt owed to CNS by any debtor, CNS shall, immediately upon service provider's request, provide service provider with a cession of CNS' claim against the relevant debtor in respect of and limited to such debt.
- 9.5 The service provider agrees and undertakes that it shall be responsible and assume liability for the actions of its employees at all times.

10. INVALID AND FRAUDULENT TRANSACTIONS

- 10.1 A transaction and accordingly the debt incurred as a result of the transaction will be or become invalid if:
- 10.1.1. the transaction or any related act or obligation associated with the transaction is or becomes illegal;
- 10.1.2. the customer's signature does not appear on the NetCOLLECT application form or NetCOLLECT Agreement and Collection Authority;
- 10.1.3. the service provider fails to comply with the point-of-sale procedures, or any other procedures CNS requires the service provider to implement and comply with;
- 10.1.4. the service provider fails to discharge any applicable obligations as imposed by The National Credit Act, 2005, being obligations imposed on the service provider as agent or on NetCOLLECT as credit provider and being obligations that service provider is required or reasonably required to comply with on NetCOLLECT's behalf, or otherwise fails to comply with such Act;
- 10.1.5. the service provider does not verify the customer's details.
- 10.1.6. the NetCOLLECT application form or Agreement and Collection Authority differs from the copy given to the customer;
- 10.1.7. the debtor's details appear on any invalid debtor list made available by CNS to the service provider from time to time, including any blocked list on NetCOLLECT;
- 10.1.8. the NetCOLLECT application form or Agreement and Collection Authority is materially incomplete or is mutilated, defaced, blank or illegible;
- 10.1.9. the transaction giving rise to the debt was not processed on NetCOLLECT via a point-of-sale access point approved by CNS as provided for in 4.1; or
- 10.1.10. at the time of the transaction, the service provider was in material and unremedied breach of its obligations in terms of this agreement.
- 10.2 "Fraudulent transaction/s" means any transaction/s that, in terms of the common law or any statute, constitutes fraud and includes any transaction/s arising from a person's use of another person's personal and/or banking details.
- 10.3 Each party undertakes to notify the other immediately if it becomes aware of any loss, theft, misappropriation or unauthorised use of NetCOLLECT or any illegal or fraudulent transaction, and undertakes to take all reasonable steps in conjunction with each other to minimise any losses attributable to such occurrence/s.

11. MARKETING AND INTELLECTUAL PROPERTY

- 11.1 The service provider may only publish marketing and/or promotional material in respect of NetCOLLECT or use NetCOLLECT branding on prior written approval from CNS, and at CNS' sole discretion.
- 11.2 CNS shall be entitled, at its own cost, to market and promote NetCOLLECT to any customers, in any form or manner as determined by CNS.
- 11.3 Without derogating from the provisions of 11.1 and 11.2 above, either party ("IP user") shall be entitled to use the intellectual property of the other party ("IP owner") in connection with NetCOLLECT subject to the IP owner's prior written approval having been obtained, including approval as to the format and context in which the intellectual property is to be used, and subject to any conditions the IP owner may place on any such approval.
- 11.4 If the IP owner requires it, the IP user shall enter into an appropriate registered user agreement with the IP owner prior to using the intellectual property, whereupon the IP user shall bear all costs associated with such registered user agreement/s.
- 11.5 Subject to the contents of this clause 11, neither party shall acquire any right, title or interest in and to the intellectual property of the other party. Each party undertakes not to perform any act that is likely to detrimentally affect the reputation or goodwill attaching to the other party's intellectual property or that could prejudice the IP owner's rights in relation to such intellectual property.
- 11.6 The IP owner warrants to the IP user that the use of the IP owner's intellectual property pursuant to the provisions of this agreement will not infringe upon any third party intellectual property rights. The IP owner indemnifies the IP user against all claims, damages, losses, liability, costs or expenses of any nature suffered or incurred as a result of any breach of this warranty.
- 11.7 CNS shall retain its ownership in the copyright and source code in respect of all programs, databases, data updates, written material and hard copy sold or supplied by it to the service provider, including, without limitation, in respect of the NetCOLLECT system.

11.8 Neither party may copy or reproduce or attempt to copy or reproduce any of the other party's intellectual property without the IP owner's prior written consent.

12. CONFIDENTIALITY

12.1 Subject to 12.2 neither party ("receiving party") shall, at any time, for the duration of this agreement and after termination hereof disclose to any person or use in any manner whatever, other than as permitted in terms of this agreement, the confidential information of the disclosing party. On termination of this agreement, all confidential information in the receiving party's possession belonging to the disclosing party shall be forthwith returned by the receiving party to the disclosing party.

12.2 Notwithstanding 12.1 a receiving party may disclose a disclosing party's confidential information:

12.2.1. to the extent required by any rules of any stock exchange in terms of which that party, or any other company in the group to which that party belongs, is bound; provided further that no such disclosure shall be made unless the disclosing party has first been notified of such requirements, and given opportunity to participate in the form of the disclosure; provided that a party shall not be obliged so to obtain the consent of the other if disclosure is required before the approval can reasonably be obtained but the receiving party shall in these circumstances promptly notify the other party of the full details of such disclosure;

12.2.2. to the extent required by law (other than in terms of a contractual obligation of the receiving party);

12.2.3. to, and permit the use thereof by, its employees, representatives and professional advisers (who shall be bound under similar confidentiality undertakings) to the extent strictly necessary for the purpose of implementing or enforcing this agreement or obtaining professional advice or conducting its business, it being specifically agreed that any disclosure or use by any such employee, representative or adviser of such confidential or other information for any other purpose shall constitute a breach of this 12 by the receiving party.

12.3 The provisions of this 12 shall cease to apply to any confidential information of a party that:

12.3.1. is or becomes generally available to the public other than as a result of a breach by the receiving party of its obligations in terms of this 12;

12.3.2. is also received by the receiving party from a third party who did not acquire such confidential information subject to any duty of confidentiality in favour of another party; or

12.3.3. was known to the receiving party prior to receiving it from the disclosing party.

12.4 "Confidential information" of a party shall mean any information relating to that party or its affairs disclosed by that party to the receiving party or otherwise received by the receiving party (whether prior to, during, or after the conclusion of this agreement) in terms of this agreement or otherwise in connection with this agreement. "Confidential information" shall include any records of any nature whatever (including documents, diagrams and data which have been created or stored in any medium, irrespective of who created such records) that contain any confidential information and shall be deemed to be owned by the party whose confidential information is contained therein.

12.5 The service provider acknowledges that the database containing the details of debtors is and remains the sole and exclusive property of CNS, and undertakes that it shall not at any time, without the prior written consent of CNS, utilise the details contained in the database or make available to any person the database or the information contained therein, except as permitted in terms of this agreement.

13. BREACH

13.1 Should either party breach any provision of this agreement and fail to remedy such breach within 14 (fourteen) days after receiving written notice requiring such remedy, then (irrespective of the materiality of such breach or provision) the aggrieved party shall be entitled, without prejudice to its other rights in law including any right to claim damages, to:

13.1.1. cancel this agreement or

13.1.2. claim immediate specific performance of all of the defaulting party's obligations whether or not then due for performance.

13.2 No such cancellation shall affect any rights and obligations that may have accrued in terms of this agreement prior to the date of such cancellation.

14. TERMINATION

14.1 On termination of this agreement in terms of 3, or cancellation in terms of 13, the service provider shall notwithstanding such termination or cancellation, continue to retain all: NetCOLLECT application forms and Agreements and Collection Authorities, properly completed and signed; and sales vouchers or receipts relating to the relevant transactions; in accordance with CNS's procedures, and shall submit copies of such documents to CNS within seven days from the date of request by CNS for such documents.

14.2 Despite termination of this agreement in terms of 3, or cancellation in terms of 13, CNS's right to collect pursuant to clause 8 above shall continue to operate until all amounts due and owing by service provider, and by debtors owing a debt in relation to the transaction/s, are paid to CNS in full.

15. ARBITRATION

15.1 Save as otherwise provided for in this agreement, should any dispute of any nature whatever arise from or in connection with this agreement, then at the election of either party, such dispute shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa ("AFSA") by an arbitrator or arbitrators appointed by AFSA. There shall be a right of appeal as provided for in article 22 of such rules.

15.2 The parties to this agreement, by their respective signatures hereto:

15.2.1. expressly consent to any arbitration in terms of the aforesaid rules being conducted as a matter of urgency;

15.2.2. irrevocably authorise the other of them to apply, on behalf of all parties to such dispute, in writing, to the secretariat of AFSA in terms of article 23(1) of the aforesaid rules for any such arbitration to be conducted on an urgent basis.

- 15.3 Notwithstanding anything to the contrary contained in this 15, either party shall be entitled to apply for, and if successful, be granted an interdict from a court of competent jurisdiction.
- 15.4 The provisions of this 15 are severable from the other provisions of this agreement and shall remain in force and effect notwithstanding the termination of or invalidity for any reason of this agreement.
- 15.5 If any arbitrator's charges and any other costs necessary for an arbitration have to be paid before the arbitrator has made his award in terms hereof, CNS and the service provider shall pay such charges and costs in equal shares, pending any determination as to liability therefor by the arbitrator.

16. DOMICILIUM AND NOTICES

- 16.1 The parties choose domicilium citandi et executandi ("domicilium") for all purposes relating to this agreement, including the giving of any notice, the payment of any sum, the serving of any process, as follows:
- 16.1.1. Centric Net Solutions (Pty) Ltd: Centric House, 1B Mellis Court, Mellis Road, Rivonia; and
- 16.1.2. The service provider: the physical address specified in the covering page hereto.
- 16.2 Either party shall be entitled from time to time, by giving written notice to the other, to vary its domicilium to any other physical address (not being a post office box or poste restante) within the RSA, to vary its postal address to any other postal address within the RSA and to vary its facsimile to any other facsimile number.
- 16.3 Any notice given or payment made by either party to the other ("addressee") shall be delivered by hand between the hours of 09:00 and 16:30 on any business day to the addressee's domicilium for the time being and shall be deemed to have been received by the addressee at the time of delivery.
- 16.4 This 16 shall not operate so as to invalidate the giving or receipt of any written notice that is actually received by the addressee other than by a method referred to in this 16.
- 16.5 Any notice in terms of or in connection with this agreement shall be valid and effective only if in writing and if received or deemed to be received by the addressee.

17. GENERAL

- 17.1 Notwithstanding anything to the contrary contained in this agreement, CNS shall be entitled to cede, transfer or make over all or any parts of its rights, title interest, duties or obligations in terms of this agreement to any such party as CNS in its sole discretion sees fit. CNS shall not be required to give any prior notification to the service provider of any such cession, transfer or making over. Pursuant to any such cession, transfer or making over this agreement shall be of full force and effect between the service provider and such third party to the extent of such cession, transfer or making over and shall simultaneously to that same extent, but only to that extent, cease to be of any validity or force and effect between CNS and the service provider.
- 17.2 This agreement constitutes the sole record of the agreement between the parties in relation to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. This agreement supersedes and replaces all prior commitments, undertakings or representations, whether oral or written, between the parties in respect of the subject matter hereof.
- 17.3 No addition to, variation, novation or cancellation of any provision of this agreement shall be binding unless reduced to writing and signed by or on behalf of both parties.
- 17.4 No indulgence or extension of time that any party may grant to the other shall constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event and to the extent that the grantor has signed a written document expressly waiving or limiting such right.
- 17.5 Without prejudice to any other provision of this agreement, any successor-in-title, including any executor, heir, liquidator, judicial manager, curator or trustee, of any party shall be bound by this agreement.
- 17.6 Nothing in this agreement shall constitute or be deemed to constitute any relationship of partnership, agency or joint venture between the parties. Save to the minimum extent required for service provider to facilitate the conclusion of an Agreement and Collection Authority between debtor and CNS, this agreement shall in no way constitute an agency agreement, and, save as is herein expressly stated, neither party shall be entitled to bind the other party in any manner, or misrepresent to any person the extent of its authority.
- 17.7 The parties undertake to co-operate with each other to give effect to the terms of this agreement.
- 17.8 The signature by any party of a counterpart of this agreement shall be as effective as if that party had signed the same document as all of the other parties.
- 17.9 This agreement (including its validity, existence and implementation, the interpretation and application of its provisions, the respective rights and obligations of the parties in terms of and arising out of the conclusion, breach and termination of the provisions of this agreement) shall be interpreted and governed in all respects by the laws of RSA.
- 17.10 All costs, charges and expenses of every nature whatever that may be incurred by any party in enforcing its rights in terms of this agreement, including legal costs on the scale as between attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from the party against which such rights are successfully enforced.
- 17.11 Each party shall bear and pay its own costs of and incidental to the negotiation, drafting, preparation and execution of this agreement.

