

**MRJ STANDARD TERMS AND CONDITIONS
(ST & Cs)**

entered into by

MRJ CONSULTANTS (PTY) LTD
Registration Number: 2021/980036/07

Domiciled Address: 140 Cattle Egret Road, Bondev Office Park,
Eldoraigne, Centurion

Duly represented by: Riaan Jacobs
In his capacity as: Director
Electronic mail: mrj@mrj.co.za
(Service Provider)

and

The Customer
as defined in the Genesis Acceptance Form,
(collectively, the **Parties** and **Party** shall mean either one of them).

Without limitation, accepting and order, quotation or invoice shall signify acceptance if these Standard Terms and Conditions and shall override any other condition put forward by the Customer.

1. SCOPE OF APPLICATION

All goods and services offered by MRJ Consultants Close Corporation ("the Supplier") to the Customer shall be governed strictly and exclusively on the basis of these terms and conditions of sale (ST & Cs) and any other written Service Level Agreement (SLA) concluded in writing between the parties. These ST & Cs supersede any terms and conditions stipulated by the Customer irrespective of that stipulated on a Customer's order.

2. THE SERVICES

Services are defined as the subject matter of any order placed by the Customer; quotation or invoices provided by the Supplier and accepted by the other Customer.

3. PRICE

The purchase price of any goods or Services supplied or rendered by the Supplier shall be the price reflected in the order, quotation or invoice. The Supplier reserves the right to change its prices from time to time as it, in its discretion, deems fit, by providing sufficient notice to the Customers.

4. ORDERS

4.1 Orders placed or invoices and quotations accepted by the Customer for the Supplier's services, shall be made in writing to the nominated e-mail address of the Parties.

4.2 Orders, invoices and quotations shall constitute offers to obtain the Supplier's goods and Services at the Supplier's prevailing fee and/or to purchase the Services in question at the prevailing prices of the Supplier and shall be capable of acceptance by the Supplier through the delivery of Services and/or provision of the services or by the written acceptance or confirmation of the order, invoices and quotations.

4.3 The Supplier shall not accept orders that are not confirmed in writing.

4.4 In the event that the Supplier makes delivery of the Services to the Customer in instalments, each instalment shall be deemed to be the subject of a separate contract and non-delivery or delay in delivery of any such installment shall not affect the balance of the contract or entitle the Customer to cancel the contract.

4.5 When Services are delivered in accordance with 4.4 above, payments relating to separate deliveries shall be paid upon delivery and payment by the Customer shall not be postponed until such times as all the Services ordered have been delivered.

4.6. If the Customer fails to take delivery of the goods or Services ordered due to a direct/indirect act/omission by the Customer, its employees, or agents, then the Customer shall be liable to pay the Supplier the reasonable cancellation fee.

5. PAYMENT

5.1 Payment in full is to be made upon delivery unless specifically agreed and stated otherwise on an official SLA or tax invoice.

5.2 Upon signature of the License Agreement, the Customer shall pay the monthly royalty fee as stipulated in the License Agreement.

5.3 In all cases where the Customer uses a postal banking, electronic or similar service to effect payment, such services shall be deemed to be agent of the Customer.

5.4 Should any amount not be paid by the Customer on the due date, then the whole amount in respect of all purchases by the Customer shall immediately become due, owing and payable irrespective of the dates when the Services were purchased and the Customer shall be liable to pay interest in respect of the amounts unpaid as at the due date at the compound rate of 2% per month. In the event that any agreement between the Customer and the Supplier is governed by the National Credit Act 34 of 2005 (the NCA), then the interest payable by the Customer shall be the interest rate provided for in the NCA from time to time.

5.5 The Customer shall not be entitled to claim set-off or deduction in respect of any payment due by the Customer to the Supplier for Services or goods supplied.

5.6 The Supplier may allocate all payments made by the Customer at the discretion of the Supplier.

6. CREDIT FACILITIES

6.1 The Customer understands that the Supplier's decision to grant credit facilities to the Customer is at the sole discretion of the Supplier. The Supplier reserves the right to withdraw any credit facilities

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at any time without prior notice, and the nature and extent of such facilities shall at all times be in the Supplier's sole discretion. In addition, the Supplier may request that the Customer provide adequate security in respect of any credit facility.

6.2 Should the Supplier and Customer enter into incidental credit agreement, the Customer will have 30 (thirty) days, from the date the outstanding amount became due and payable to make payment.

6.3 If there are reasonable doubts as to Customer's ability to pay, or if Customer is in default of its payment obligations, the Supplier may, subject to further claims, revoke agreed credit periods and make further deliveries dependent on the provision of sufficient security by the Customer.

7. THE CUSTOMER'S COMPLIANCE WITH LEGAL REQUIREMENTS

The Customer shall comply with all laws and regulations regarding the use of the Services and/or goods.

8. LIABILITY

8.1 The Supplier shall not be liable to the Customer in any manner in the event of impossibility or delay of the Supplier's services due to circumstances entirely beyond the control of the Supplier, such as but not limited to those described below, and where the Supplier informed the Customer as soon as it became aware of impossibility or delay in the Services or delivery of the goods.

8.2 The Supplier shall not be liable to the Customer for Services delivered, but which the Customer's employees do not apply correctly, or any other direct or indirect act or omission by the Customer, its employees or agents resulting in the Services being ineffective or causing harm to any person.

8.3 The Supplier will not be liable for any third-party payments or licenses and the Customer will be responsible to make sure that they comply with any requirements in terms of any third-party licenses and payments.

9. CUSTOMER'S RIGHTS REGARDING ALLEGEDLY DEFECTIVE SERVICES

9.1 The Customer must notify the Supplier in writing of any unsuitable Services or goods within 2 (two)

days of delivery of the Services. If the Services or goods are defective and the Customer has duly notified the Supplier in writing in accordance with this clause, then the Supplier has the right to either remedy the defective Services and supply the Customer with replacement Services, without accepting any liability arising out of such defective goods or service.

9.2 The goods provided to the Customer are sourced from third parties and the Supplier cannot be held liable for any defect but the Supplier assigns all warranties and guarantees from the manufacturer or distributors of the goods and the Customers.

10. BREACH

Should the Customer fail to make any payment of any amount due on the due date, or breach any of the other terms and conditions contained herein, or commit any act of insolvency, or allow a judgment to be entered against it, or be provisionally or finally liquidated or sequestrated, or in the opinion of the Supplier has a cash flow problem or other financial or commercial difficulties which may in any way whatsoever negatively impact upon the ability of the Customer to comply with any of its current or future obligations in terms of this or any other contract of the Customer with the Supplier, then the Supplier without prejudice to and in addition to its other legal remedies shall be entitled to cancel this contract or any unfulfilled part thereof and sue for damages; or to claim payment of the full price or the balance thereof as the case may be.

11. LEGAL PROCEEDINGS

11.1 Regardless of the place of execution or performance under these terms and conditions or domicile of the Customer, these ST & Cs and all modifications and amendments hereof, shall be governed by and decided upon and constructed under and in accordance with the laws of the Republic of South Africa.

11.2 The Customer hereby submits to the jurisdiction of the Magistrates Court in Pretoria, notwithstanding that the amount of the Supplier's claim may exceed the jurisdiction of the Magistrates Court.

11.3 A certificate issued and signed by any director or manager of the Supplier, whose authority need not be proved, in respect of any indebtedness of the Customer to the Supplier or in respect of any other fact, including the fact that such Services or

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goods were sold and delivered, shall be prima facie evidence of the Customer's indebtedness to the Supplier and prima facie evidence of such other fact and prima facie evidence of the delivery of the Services and/or goods.

11.4 The Customer's physical and/or electronic mail address as given to the Supplier, shall be recognized as the Customer's address for receipt of notices and execution of legal documents for all purposes in terms of these ST & Cs whether in respect of the serving of any court process, notices, the payment of any amount or communications of whatever nature.

11.5 All legal costs, including attorney/own Client costs, tracing agent's fees and collection charges which may incur in taking any steps pursuant to any breach by the or enforcement of these ST & Cs.

11.6 Should the Customer cancel any goods or services prior to its completion, the Supplier will be entitled to charge a cancellation fee at its sole discretion.

12. ALTERNATIVE DISPUTE RESOLUTION

12.1 Where a statutory or accredited ombud has jurisdiction, all disputes falling under the jurisdiction of said ombud shall be referred to the ombud for a recommendation.

12.2. Where there is no ombud as contemplated in

12.3 an Alternative Dispute Resolution Agent referred to herein shall be appointed to mediate the dispute or, by agreement between the Customer and the Supplier, the dispute will be referred to arbitration as contemplated in 12.3 to 12.6 below.

12.3 The Supplier and the Customer may agree to refer any dispute arising from or in connection with this agreement to arbitration, which arbitration shall be final and binding on both the Supplier and the Customer and shall only be subject to Review by the High Court if one of the established grounds for review exist and under no circumstances shall the arbitrator's decision be appealed to the High Court or any other body.

12.4 When the Supplier and the Customer have agreed to refer the matter to arbitration in terms of 12.3 above, in the interests of a speedy and cost effective resolution of the dispute, a shortform or expedited form of arbitration shall be adopted and

the rules of the arbitration shall not require that any Party prepare and file any documents in a form identical to or similar to that of court pleadings and Heads of Argument. This informality shall not detract from the onus to commence and the burden of proof which shall follow the High Court practice in this respect.

12.5 The arbitrator must be a person agreed upon by the Parties and shall at least hold a tertiary qualification in the technical field of the dispute, except where the dispute relates predominantly to the interpretation of this agreement or any law, regulation, or by-law, in which case the appointed arbitrator shall have at least 10 years practical experience as an attorney in private practice or as an advocate of the High Court.

12.6 Failing the agreement on the appointment of an arbitrator or the rules of the arbitration, an arbitrator must be appointed by the Arbitration Foundation of Southern Africa (AFSA), who shall then finally resolve the dispute in accordance with the rules of the AFSA.

13. INTELLECTUAL PROPERTY

13.1 All Intellectual Property Rights in all Confidential Information disclosed by one Party to the other and in all media comprising such Confidential Information shall as between the Parties remain the property of the disclosing Party and nothing in these ST & Cs shall be taken to represent an assignment or grant of other rights in or under such Intellectual Property Rights.

13.2 All Intellectual Property rights belonging to a Party prior to the execution of these ST & Cs shall remain vested in that Party.

13.3 None of the Intellectual Property rights in either Party's trademarks and brands shall be used without that Party's prior written consent.

13.4 The Supplier and its affiliates will retain all Intellectual Property rights in its sources. The Supplier hereby grants, and will procure that its affiliates grant, to the Customer a royalty based, non-exclusive, non-transferable licence to use the application to the extent necessary to receive the Services during the term of these ST & Cs.

13.5 The Supplier and its affiliates will retain all Intellectual Property rights in the deliverables. The Supplier hereby grants, and will procure that its

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Affiliates and agents grant, to the Customer a royalty based, non-exclusive, non-transferable, limited licence to use the deliverables.

13.6 Where there are modifications to pre-existing material which are inseparable from the pre-existing material, then the Party which owns the pre-existing material will own the modifications.

13.7 The Customer may in its sole discretion, in writing, authorise the use by the Supplier, the Customer name and/or any of the Customer Intellectual Property in marketing, advertising and promotional material by the Supplier.

13.8 The wording and application of branding standards in respect of the name the Customer or any of the Customer Intellectual Property to be used, shall at all times be in the sole discretion of the Customer.

13.9 Notwithstanding anything contained in these ST & Cs, the Customer may at any stage forthwith withdraw permission for the use of the name the Customer and of any Intellectual Property and shall be entitled to forthwith remove, at any cost to the Customer, except in the case of any breach by the Supplier, any signage and Intellectual Property from any premises where it has been used by the Supplier.

13.10 Notwithstanding anything contained in these ST & Cs, it shall always be in the Supplier's sole discretion to decide whether or not the Supplier shall be allowed to use the name the Customer and/ or any of its trademarks in marketing and advertising, as well as the manner and extent of such use.

13.11 Each Party will submit to the other all advertising, written sales promotions, press releases and other publicity material relating to the conclusion of this ST & Cs, in which the other Parties trade name or trademark is mentioned and will not publish or use or allow the publication or the use of such advertising, sales promotions, press releases or publicity material without the prior written approval of the other Party in each instance.

14. GENERAL

14.1 These ST & Cs and any SLA concluded between the Parties are the entire agreement between the Supplier and the Customer and shall govern all future contractual relationships between the Supplier and the Customer and shall also be applicable to all debts which the Customer may owe to the Supplier

prior to the Customer's signature hereto.

14.2 The Customer acknowledges that it is aware that the Supplier's employees, dealers and sales persons have no authority to vary these terms and conditions of sale, and the Supplier assumes no liability and shall not be bound by any statements, warranties or representations made by such dealers and or sales persons, save as expressly stated in writing and signed by a manager or a director of the Supplier duly authorized thereto whose names are available on request.

14.3 No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these ST & Cs, shall be of any force or effect unless reduced to writing and signed by, the Customer, and a director of the Supplier. No agreement purporting to obligate the Supplier to sign a written agreement to amend, alter, vary, delete, add or cancel these ST & Cs, shall be of any force or effect, unless reduce to writing and signed by the Customer, and a director of the Supplier.

14.4 No relaxation or indulgence which the Supplier may give at any time in regard to the carrying out of the Customer's obligations in terms of any contract shall prejudice or be deemed to be a waiver of any of the Supplier's right in terms of these ST & Cs.

14.5 The Customer shall not cede its rights nor assign its obligation in terms hereof without the Supplier's prior written consent thereto.

14.6 The Supplier shall at any time in its sole discretion be entitled to cede all or any of its rights in terms of this ST & Cs or SLA for credit facilities including all terms and conditions to any third Party with prior notice to the Customer.

14.7 The Customer undertakes to notify the Supplier in writing within a period of 7 (seven) days of any change of address, change in ownership, name change or any changes in information as set out in this agreement and shall likewise inform the Customer of any such changes affecting the Supplier.

14.8 The headings in this document are included for convenience only and are not to be taken into account for the purpose of interpreting these ST & Cs.

14.9 Each of the terms herein shall be a separate and divisible term and if any such term becomes unenforceable for any reason whatsoever, then the term shall be severable and shall not affect the validity of the other terms.

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14.10 Provided that they do not conflict with any of the terms and conditions contained herein, such as general practices, terms and conditions applicable to the industry in which the Supplier conducts business shall be applicable to all dealings between the Supplier and the Customer.

14.11 This Agreement may not be assigned by the Service Provider, without the express written permission of the Customer. This Agreement may be assigned by the Customer. All rights and obligations under this Agreement will inure to the benefit of and be binding upon the heirs, successors and permitted assigns of the Parties.

15. FORCE MAJEURE

To the extent any incident or circumstance beyond the Supplier's control (including natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, acts of Government), reduces the availability of Services or goods, such that the Supplier cannot fulfill its obligations under these ST & Cs, and the Supplier has informed the Customer accordingly and without delay, the Supplier shall:

- (i) be relieved from its obligations under these ST & Cs / SLA to the extent that the Supplier is prevented from performing such obligations and
- (ii) have no obligation to procure Services from other sources. If the aforementioned occurrences last for a period of more than 3 (three) months, the Supplier is entitled to withdraw from these ST & Cs/ SLA without the Customer having any right to compensation.

16. NATIONAL CREDIT ACT

In the event that the NCA applies to any transaction between the Supplier and a Customer, then;

16.1 If any provision of these terms and conditions are in conflict with the NCA, such conflicting terms and conditions shall not apply;

16.2 The Supplier and the Customer shall conclude an agreement in compliance with the NCA and the Supplier shall not be obliged to deliver any Services or provide any services until such agreement is signed;

16.3 The costs and charges which the Supplier is entitled to recover from the Customer shall be the maximum allowed by the NCA and the Supplier shall

be obliged to comply with the NCA before instituting any legal proceedings against the Customer.

17. NOTICES

17.1 Any notice or communication required or permitted to be given in terms of these ST & Cs / SLA shall be valid and effective only if in writing and if received or deemed to be received by the addressee as stipulated by the Parties from time to time.

17.2 Any notice to a Party sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its domicilium citandi et executandi to which post is delivered shall be deemed to have been received on the 7th business day after posting (unless the contrary is proved).

17.3 Any notice to a Party delivered by hand or email to a responsible person during ordinary business hours at the physical address chosen as its domicilium citandi et executandishall be deemed to have been received on the day of delivery.

18. PROTECTION OF PERSONAL INFORMATION

18.1 Both Parties will at all times comply with all applicable legislation and regulatory requirements relating to their business practices and services hereof. The Customer agrees to comply with the terms and provisions of the Protection of Personal Information Act, Act No 4 of 1813 (POPI) regarding Personal Information of Beneficiaries and each other as set out below. The Supplier agrees to comply with the terms and provisions of POPI regarding Personal Information of Beneficiaries and each other as set out below and as set out in The Supplier's POPI Policy:

18.1.1 Both Parties shall collect Personal Information lawfully and in a reasonable manner.

18.1.2 Both Parties shall develop procedures and policies to ensure that the information is collected in a reasonable manner.

18.1.3 The Parties undertake to only process Personal Information in a manner that is relevant, adequate and not excessive, to the purpose for which it shall be used.

18.1.4 The Parties shall only process Personal Information if it has obtained the necessary consent from the Beneficiary or potential Beneficiary and such information is necessary to fulfil a service to which the Beneficiary wishes obtain.

18.1.5 The Parties undertake to collect Personal

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Information directly from the Beneficiary except when the Beneficiary consents to another means of collection and there is no prejudice to a legitimate interest of the Beneficiary.

18.1.6 The Parties undertake to collect information from a Beneficiary for specific purposes in accordance with this agreement and shall inform the Customer of such purpose.

18.1.7 Both Parties shall ensure that all Beneficiary's Personal Information in its possession is complete, accurate, not misleading, and updated when necessary.

18.2 Both Parties shall secure the integrity and confidentiality of the Beneficiary's Personal Information in its possession by implementing appropriate, reasonable technical and organisational measures to prevent loss, damage, unauthorised and unlawful access to the Personal Information. In compliance with the above the Parties shall:

18.2.1 identify all reasonably foreseeable internal and external risks to the Personal Information;

18.2.2 establish and maintain "appropriate safeguards" against the risks identified;

18.2.3 regularly verify the effective implementation of the safeguards;

18.2.4 ensure that the safeguards are up to date in response to new risks or deficiencies identified in previously implemented safeguards.

18.3 Should either Party engage the services of agents or other personnel to collect a Beneficiary's Personal Information on its behalf, either Party shall ensure that the agent/employee complies with the conditions of POPI;

18.3.1 Neither Party shall be responsible for any non-compliance of the other Party.

18.3.2 The Parties shall enter into a written contract with the Suppliers and any agent/employee to ensure that the agent/employee establishes and maintains the security measures that the Parties have adopted in accordance with this condition. The agent/employee must:

18.3.2.1 process the Personal Information only with the knowledge or authorisation of the distributor;

18.3.2.2 treat the Personal Information as confidential; and

18.3.2.3 notify the Parties immediately when there are reasonable grounds to believe that the Personal Information has been accessed or acquired by an

unauthorised person.

18.4 The Supplier shall notify the Customer if there has been a security breach where there are reasonable grounds to believe that the Personal Information of that Beneficiary has been accessed or acquired by unauthorised personal.

18.5 The Parties shall make available to a Beneficiary all Personal Information held by itself at the Beneficiary's request.

18.6 The Parties undertake to delete or destroy personal information immediately when lawfully required to do so.

18.7 The Customer understands that the personal information given or is to be used by the Supplier for the purpose of assessing the Customer's credit worthiness. The Customer confirms that the information given is accurate and complete the Customer further agrees to update the information supplied, in order to ensure the accuracy and completeness of the information given, failing which the Supplier will not be liable as a result of any inaccuracies or lack of completeness of information.

18.8 to deliver the Services and goods.

18.9 the Supplier has the Customer's consent at all times to contact and request information from any persons, credit bureaus or business, and to obtain any information relevant to the Customer's credit assessment, including but not limited to, information regarding the amounts purchased from the Suppliers per month, length of time the Customer has dealt with such supplier, type of Services or goods purchased and manner and time of payment.

18.10 The Customer agrees and understands that information given in confidence to the Supplier by a third Party on the Customer will not be disclosed to the Customer.

18.11 The Customer hereby consents to and authorises the Supplier at all times to furnish credit information concerning the Customer's dealings with the Supplier to a credit bureau and to any third Party seeking a trade reference regarding the Customer in his dealings with the Supplier.