

ONBOARDING TERMS AND CONDITIONS

(herein the "Agreement")

1. THE PARTIES

- 1.1. **Evercomm (Pty) Ltd – Registration Number: 2011/123401/07**, a private company duly incorporated according to the laws of the Republic of South Africa, whose principal place of business for the purposes of this Agreement is **First Floor Euro Centre, 363 Rivonia Boulevard, Rivonia, Gauteng, South Africa, 2128** (herein "Evercomm"), and
- 1.2. **The person, juristic or natural, apparently considering a business relationship with Evercomm, whose details are filled out under "Entity Information" or otherwise as part of the online onboarding process which this Agreement forms part of** (herein "You", "Your", "Yourself", etc.).

2. DEFINITIONS

- 2.1. **"Agreement"** means these terms and conditions;
- 2.2. **"Associated Companies"** means the Party in question as dictated by context, and all the companies in its group of companies, including but not limited to its holding and subsidiary companies.
- 2.3. **"Associated Persons"** means professional advisers, owners/partners/shareholders, employees, and directors of the Party in question as dictated by context, and those of the Associated Companies.
- 2.4. **"Business"** shall mean the provision of goods and/or performance of any services, of any general type or category of type, provided, or potentially intended to be provided, to any party, by Evercomm or any company in its group of companies or any of their predecessors or successors at any time in the past, present or future.
- 2.5. **"Confidential Information"** means all information, whether written (incl. information in an electronic format) or oral, and whether in whole or in part, and shall, for the purpose of this Agreement, include, without limitation and in the broadest possible interpretation, and whether current or future, actual or considered, any technical, commercial, business, or scientific information, know-how, trade secrets, reports, briefs, plans, strategies, models, projects, campaigns, methods, processes, systems, policies, practices, machinery, designs, drawings, technical specifications, products, information regarding suppliers, customers, finances, purchases, costing, pricing, general business operations, factory operations, manufacturing, production, warehousing, marketing, advertising, sales and all sales-related information, performance, logistics, distribution, infrastructure, software, software programs, databases, metadata, and data in whatever form, Intellectual Property, and information which by its nature is confidential, whether or not marked as confidential, and includes any information which the Disclosing Party has obtained in confidence from another party, disclosed by the Disclosing Party to or accessed by the Receiving Party during the course of its

relationship with the Disclosing Party and/or during the Parties' commercial interactions and/or discussions and negotiations with one another.

- 2.6. **“Disclosing Party”** means the Party disclosing Confidential Information to and/or sharing Intellectual Property with the other Party (herein the **“Receiving Party”**).
- 2.7. **“Intellectual Property”** means, without limitation, all patents, trademarks, designs, design rights, copyright (including all copyright in any designs, hardware and software), source codes, proprietary material, know-how, ideas, concepts, processes, systems, trade secrets, methods, techniques, rights in databases, Confidential Information and all other intellectual property rights and rights of a similar character, whether registered or capable of registration, rights in the nature of any of the aforesaid items in any country or jurisdiction and all applications and rights to apply for protection of any of the same;
- 2.8. **“Member of Staff”** means any person who, during the currency of this Agreement or any potential agreement is or was a member of staff/employee of the Party in question as dictated by context, and/or an independent contractor contracted by that Party, and/or any party in any way directly or indirectly involved in the delivery or provision of products and/or services and/or any ancillary or incidental services provided to You or Your customers, or in terms of this Agreement and/or any potential agreement between the Parties or related thereto, whether such Member of Staff is a natural or juristic person.
- 2.9. **“Solicit”** shall mean to have any direct or indirect communication of any kind whatsoever, regardless of by whom initiated, inviting, advising, encouraging, causing, or requesting any person or entity, in any manner, whether tacitly or expressly, to take or refrain from taking any action.
- 2.10. **“third party”** means any party other than the Parties to this Agreement.

3. INTERPRETATION

- 3.1. The headings of the clauses of this Agreement, or of the Agreement itself, are used for convenience only and shall not affect the meaning or construction of the contents of this Agreement.
- 3.2. Unless the context indicates a contrary intention:
- 3.2.1. An expression which denotes:
- a. Any gender includes the other gender;
 - b. A natural person includes a juristic person and vice versa;
 - c. The singular includes the plural and vice versa.
- 3.3. Should any provision of this Agreement, including but not limited to a definition, be a substantive provision conferring rights or imposing obligations on any Party, then effect shall be given to that provision as if it were a substantive provision in the body of this Agreement.
- 3.4. The rule of *ejusdem generis* shall not be applied to limit the generality of a term when followed

by specific examples. "Include" and "including" herein should accordingly be interpreted to mean "include but not be limited to" or "including but not limited to", unless the Disclosing Party confirms in writing to the Receiving Party that they intended otherwise.

- 3.5. The *contra proferentem* rule of contract interpretation that states that an ambiguous contract term should be construed against the drafter of the contract, shall not apply.
- 3.6. Cognate words of defined terms where likewise capitalized in title case carry same meaning. E.g. "Solicit" and "Soliciting".
- 3.7. Nothing in this Agreement shall be construed as creating an obligation on the part of either Party to disclose any of its Confidential Information to the other Party or to enter into any further agreement or business relationship with the other Party.
- 3.8. The termination of discussions without entering into an agreement in regard to the transaction envisaged in the Purpose above shall not release the Parties from the obligations set out in this Agreement.

4. INTRODUCTION

- 4.1. You are wishing to submit your application to be onboarded by Evercomm, as the Parties are in the process of discussing certain matters and sharing certain information with a view to potentially concluding a business agreement between them (the "Purpose"). This Agreement will extend to all information provided by the Disclosing Party to the Receiving Party in respect of the Purpose, from the date that the Disclosing Party first shared information with the Receiving Party, and in perpetuity thereafter. These discussions and the potential agreement between the Parties have required and will require the disclosure by the Disclosing Party of information of a proprietary, secret and confidential nature. Whether or not the Parties conclude a further agreement will not affect the validity of this Agreement.
- 4.2. The Parties wish to record the terms and conditions upon which each Party shall disclose Confidential Information to the other Party, and these terms and conditions shall constitute a binding and enforceable agreement between the Parties and their agents.
- 4.3. This Agreement shall also bind the Parties, notwithstanding the date of signature hereof, in the event that the Disclosing Party has disclosed any Confidential Information to the Receiving Party prior to date of signature hereof.

5. DISCLOSURE OF CONFIDENTIAL INFORMATION

- 5.1. The Disclosing Party shall only disclose the Confidential Information to the Receiving Party to the extent deemed necessary or desirable by the Disclosing Party in its discretion, but You must disclose the Confidential Information necessary for Evercomm to fulfil its contractual obligations to you and to third parties whose agreement with Evercomm is related to Evercomm's agreement with you.
- 5.2. The Disclosing Party warrants that disclosure of the information to the Receiving Party:

- 5.2.1. Will not result in a breach of any other agreement to which it is a party;
- 5.2.2. Will not, to the best of its knowledge and belief, infringe the rights of any third party.
- 5.3. The Receiving Party acknowledges that the Confidential Information is a valuable, special and secret asset proprietary to the Disclosing Party.
- 5.4. The Receiving Party agrees that it will not, during or after the course of their relationship and/or the term of this Agreement as described in clause 12 below, disclose the Confidential Information to any third party for any reason or purpose whatsoever without the prior written consent of the Disclosing Party, save in accordance with the provisions of this Agreement.
- 5.5. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that the Confidential Information may be disclosed only when strictly necessary by the Receiving Party to the Associated Persons on a need-to-know basis in pursuit of the Purpose; provided that that Receiving Party takes whatever steps are necessary to procure that such Associated Persons agree in writing to abide by the terms of this Agreement under the same obligations as the Receiving Party, and to prevent the unauthorized disclosure of the Confidential Information to third parties, and that such abidance survives the termination of that party's relationship with the Receiving Party. For purposes of this clause, the Receiving Party's Associated Persons shall be deemed to be acting, in the event of a breach, as the Receiving Party's duly authorized agents, even if such Associated Persons are no longer associated with the Disclosing Party at the time of the unauthorized disclosure/breach.
- 5.6. The Receiving Party agrees:
 - 5.6.1. not to utilize, exploit, or, in any other manner whatsoever, use the Confidential Information disclosed pursuant to the provisions of this Agreement for any other reason whatsoever without the prior and specific (not general) written consent of the Disclosing Party, except in relation to the Purpose;
 - 5.6.2. that the unauthorized disclosure of the Confidential Information to a third party may cause irreparable loss, harm and damage to the Disclosing Party. Accordingly, the Receiving Party indemnifies and holds the Disclosing Party harmless against any loss, claim, harm or damage, of whatsoever nature, suffered or sustained by the Disclosing Party pursuant to a breach by the Receiving Party or the Associated Persons of the provisions of this Agreement.

6. TITLE

- 6.1. All Confidential Information disclosed by the Disclosing Party to the Receiving Party is acknowledged by the Receiving Party:
 - 6.1.1. to be proprietary to the Disclosing Party; and
 - 6.1.2. not to confer any rights to the Receiving Party of whatever nature in the Confidential

Information.

7. RESTRICTIONS ON DISCLOSURE AND USE OF THE CONFIDENTIAL INFORMATION

- 7.1. The Receiving Party undertakes not to use the Confidential Information for any purpose other than:
- 7.1.1. that for which it is disclosed; and
 - 7.1.2. In pursuance of the Purpose; and
 - 7.1.3. in accordance with the provisions of this Agreement.

8. STANDARD OF CARE

- 8.1. The Receiving Party agrees that it shall protect the Confidential Information disclosed pursuant to the provisions of this Agreement using a reasonable standard of care and at least the same standard of care that the Receiving Party applies to safeguard its own proprietary, secret or Confidential Information and that the information shall be stored and handled in such a way as to prevent any unauthorized disclosure thereof.

9. RETURN OF MATERIAL CONTAINING OR PERTAINING TO THE CONFIDENTIAL INFORMATION

- 9.1. The Disclosing Party may, at any time, request the Receiving Party to return any material containing, pertaining to or relating to Confidential Information disclosed pursuant to the terms of this Agreement and may, in addition request the Receiving Party to furnish a written statement to the effect that, upon such return, the Receiving Party has not retained in its possession, or under its control, either directly or indirectly, any such material.
- 9.2. As an alternative to the return of the material contemplated in clause 9.1 above, should the Disclosing Party give its prior written approval therefor, the Receiving Party shall be entitled to destroy all or part of such material and furnish the Disclosing Party with a written statement to the effect that all such material has been destroyed.
- 9.3. The Receiving Party shall comply with a request in terms of this clause, within 7 (seven) days of receipt of such a request.

10. EXCLUDED CONFIDENTIAL INFORMATION

- 10.1. The obligations of the Receiving Party pursuant to the provisions of this Agreement shall not apply to any Confidential Information that:
- 10.1.1. is known to, or in the possession of the Receiving Party prior to disclosure thereof by the Disclosing Party;
 - 10.1.2. is or becomes publicly known, otherwise than as a result of a breach of this Agreement by the Receiving Party;
 - 10.1.3. was, prior to this Agreement, developed independently of the Disclosing Party and/or

- the Confidential Information, by the Receiving Party in circumstances that do not amount to a breach of the provisions of this Agreement;
- 10.1.4. is disclosed by the Receiving Party to satisfy an order of a court of competent jurisdiction, or to comply with the provisions of any law or regulation in force from time to time, or to pursue, defend or prosecute a claim or charge; provided that in these circumstances where Confidential Information is shared due to a legal requirement, the Receiving Party shall advise the Disclosing Party of such requirement to disclose (where legally possible), to enable the Disclosing Party to take whatever steps it deems necessary to protect its interests in this regard. In addition the Receiving Party will disclose only that portion of the Confidential Information which it is legally required to disclose and the Receiving Party will use its reasonable endeavours to protect the confidentiality of such information to the greatest extent possible in the circumstances;
- 10.1.5. is disclosed to a third party pursuant to the prior written authorization of the Disclosing Party;
- 10.1.6. is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.
- 10.2. The obligation is on the Party relying on the exclusions contained in this clause 10, to establish that the exclusions apply to its disclosure, and the bears the onus of proof in this regard.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. All intellectual property rights of Evercomm subsisting in, or used in respect of, its Intellectual Property, or otherwise, are and shall remain the property of Evercomm. You shall not during or at any time after termination of this Agreement acquire or be entitled to claim any right or interest in Evercomm's Intellectual Property or in any way question or dispute the ownership thereof.
- 11.2. You shall not have the right to use, and shall not use, the name of Evercomm and/or any of its officials or employees, or logos or trademarks in any manner without the prior written consent of Evercomm, which consent may be withheld in Evercomm's sole discretion.
- 11.3. Where there are modifications to pre-existing material, which are inseparable from the pre-existing material, then Evercomm will own the modifications.

12. TERM

- 12.1. This Agreement shall commence on the date of agreement hereto by You ticking the check box appearing next to the hyperlink for this document during the onboarding process, or from the date from which information was first shared between the Parties for the Purpose, whichever date was earlier (the "**Effective Date**"), and shall continue indefinitely.
- 12.2. Evercomm may terminate this Agreement for convenience on written notice to You.
- 12.3. Should this Agreement be lawfully terminated, all terms hereof shall survive indefinitely, excepting those that specifically state the period for which they survive, which will survive for

a period of 5 (five) years after termination hereof.

13. NON-CIRCUMVENTION

- 13.1. You hereby irrevocably agree and warrant that You shall not, directly or indirectly, interfere with, circumvent or attempt to circumvent, avoid, by-pass, or obviate Evercomm's interest in respect of the Purpose, where Evercomm has disclosed Confidential Information that the Purpose is dependent on.
- 13.2. You shall not be entitled to use any Confidential Information of Evercomm's and/or information generated as result of the Purpose for any other purpose and/or for Your own benefit and/or for the benefit of a third party.
- 13.3. You and Your employees shall not, directly or indirectly:
 - 13.3.1. Attempt to or actually approach, solicit, do business with, communicate with, or otherwise engage, or assist another party to attempt to or actually approach, solicit, do business with, communicate with, or otherwise engage, any customer, prospective customer, partner, agent, or reseller of Evercomm's, or directly or indirectly benefit from such an engagement;
 - 13.3.2. Interfere with or damage (or attempt to interfere with or damage) any relationship and/or agreement between Evercomm or any of its affiliates and a customer or prospective customer.
- 13.4. Any reference to customers or prospective customers in this clause 13 will refer to existing customers of Evercomm, and potential customers which Evercomm is in discussions or negotiations with, at the Effective Date, and at any time thereafter.
- 13.5. Nothing in this clause 13 shall be interpreted to mean that there is a general right of exclusivity granted.
- 13.6. Nothing herein shall prevent You from doing business with Evercomm's customers, prospective customers, partners, agents, or resellers where Your engagement with a customer, prospective customer, partner, agent, or reseller of Evercomm's, as referred to in clause 13.3.1:
 - 13.6.1. Is completely *bona fide*;
 - 13.6.2. Will have no negative effect on the business and potential business between that customer, prospective customer, partner, agent, or reseller and Evercomm and/or its Associated Companies;
 - 13.6.3. Will have no other negative effect on Evercomm's and its Associated Companies whatsoever; and
 - 13.6.4. Does not involve You doing the same kind of business with that customer, prospective customer, partner, agent, or reseller that Evercomm or its Associated Companies could or does do with that third party or another third party.
- 13.7. Notwithstanding anything in this Agreement to the contrary: should this Agreement be duly terminated, this clause 13 shall survive for a period of 5 (five) years from date of termination;

should the negotiations between the Parties result in the conclusion of a further business contract between the Parties, this clause 13 shall survive termination of that contract, and any other business agreement between the Parties, for a period of 5 (five) years from the date of termination of the business relationship between the Parties, at which time it shall no longer apply; and should the negotiations between the Parties not result in the conclusion of a further business contract and relationship between the Parties, this clause 13 shall cease to apply 5 (five) years from the date of the end of negotiations between the Parties.

14. BREACH

- 14.1. Should either Party have reasonable grounds to suspect that a breach of the terms herein may have occurred or has occurred, they must immediately notify the other Party in writing, including all necessary facts (such as the date, nature, and extent of the breach, by whom, to whom, and all other details thereof, as well as any further details that the other Party may reasonably request).
- 14.2. In the event that either Party should breach the provisions of this Agreement, the other Party shall be entitled to invoke all remedies available to it in law, including but not limited to, the institution of urgent interim proceedings and/or an action for damages.
- 14.3. Either Party may, at its sole discretion, permit the other Party in writing a specified period of time to remedy a breach; however, this shall not constitute a waiver of any of the Party's rights herein, including those in clause 14.2.
- 14.4. The defaulting party shall be liable for all reasonable costs and expenses incurred by the non-defaulting Party as a result of or in connection with the default, including any legal costs and the costs of two councils, on an attorney-and-own-client scale.

15. DISPUTE RESOLUTION

- 15.1. In the event of a dispute, the Parties will attempt to resolve any such disputes through informal negotiation and discussion. Formal proceedings should not be commenced until such informal negotiations and discussions, once attempted, have not resulted in resolution;
- 15.2. Should the Parties fail to resolve the dispute informally within 20 (twenty) days from the date the dispute arose, such dispute shall be referred to their respective Chief Executive Officer, Head of Department or their nominees ("**Representative**");
- 15.3. Should the Representative's fail to resolve the dispute within 15 (fifteen) days of referral, then either Party ("**the Referring Party**") shall be entitled to refer a dispute to arbitration.
- 15.4. The arbitration shall be held in terms of the Arbitration Act and the AFSA Rules at Johannesburg and the identity of the arbitrator shall be mutually agreed upon between the Parties within a period of 5 (five) days from the date that the arbitration is called for or, failing such mutual agreement within 5 (five) days, as nominated by the Chairman for the time being of the Johannesburg Bar Council or the President of the Northern Provinces Law Society (or its successor). The arbitrator shall be an advocate of 10 (ten) years' standing or more with the

appropriate experience and knowledge and with no interest in the proceedings.

- 15.5. The Parties agree to keep the arbitration, its subject matter and evidence heard during the arbitration confidential and not to disclose it to any other person.
- 15.6. The arbitrator shall include in the award an order as to the costs of the arbitration and who shall bear them.
- 15.7. The arbitrator shall at his or her sole discretion decide on the formulation of the dispute for arbitration.
- 15.8. The inclusion of this arbitration clause shall not prevent Evercomm from applying to court for urgent relief, and/or from approaching a court directly instead of attempting to resolve the issue and/or referring the matter to arbitration.
- 15.9. Not meeting any of the deadlines mentioned in this clause 15 will not affect Evercomm's right to refer the matter to arbitration.

16. ADDRESSES

- 16.1. For the purpose of this Agreement, the Parties choose their *domicilia citandi et executandi* and postal addresses as follows:

16.1.1. For You:

Marked for Attention: The name of Your "representative" provided in the onboarding application

Physical: Your physical address provided in the onboarding application (in the "Physical Address" section)

Telephone: Your phone numbers provided in the onboarding application (in the "Other Information" section)

Email: The email address provided in the onboarding application (in the "Other Information" section)

16.1.2. For Evercomm:

Marked for Attention: Ahmed Kolabhai AND Simone Le Roux

Physical: First Floor Euro Centre
363 Rivonia Boulevard
Rivonia
Gauteng
South Africa
2128

Email: Ahmed@ultitrade.com and SimoneL@ultitrade.com

- 16.2. A Party may change that Party's address, by prior written notice to the other Party.

- 16.3. If any notice is sent by email, it will be deemed, until and unless the contrary is proved, to have been received on the date recorded on the transmission slip, or, if that date is a Saturday, Sunday, or public holiday in the Republic of South Africa, to have been received on the subsequent business day.
- 16.4. If any notice is delivered by hand or courier, it will be deemed to have been received on proof of delivery date.

17. NON-SOLICITATION

- 17.1. You undertake that neither You, nor any company, firm, employee or agent of Yours, without the written consent of Evercomm, for a period of 5 (five) years after the termination of the negotiations/discussions between the Parties, or for a period of 5 (five) years after the termination or expiration of any business relationship between the Parties, or of this Agreement, for whatever reason, whichever is the later date, engage, employ or otherwise solicit or attempt to engage, employ or otherwise solicit for employment, for business-related purposes, whether directly or indirectly under any circumstances, any person who, during the currency of this Agreement and/or any potential agreement is or was a Member of Staff of Evercomm;
- 17.2. Should You breach the provisions of this Non-Solicitation clause, You shall then have 5 (five) calendar days, after receiving written notice from Evercomm, in which to remedy the breach by cancelling and/or terminating any relationship You may have with the solicited/recruited/otherwise engaged Member of Staff. Application of this clause 17.2 is at Evercomm's sole discretion, and shall in no way affect Evercomm's right to any remedies it may otherwise have in law, including but not limited to a claim for damages;
- 17.3. You agree and understand that any breach of this Non-Solicitation clause may result in irreparable damage to Evercomm for which the Evercomm will not have an adequate remedy at law. Accordingly, and in addition to any other remedies and damages available, You acknowledge and agree that Evercomm may immediately seek enforcement of this non-solicitation clause by means of specific performance or interdict, and without any requirement to provide a bond or any other security, and You accept that You shall be liable for all costs incurred by Evercomm in enforcing this Non-Solicitation clause on an attorney-and-own-client scale;
- 17.4. Without derogating from, and in addition to, the above rights of Evercomm, Evercomm may elect, in its sole discretion, to consent to You employing its Member of the Staff, and in such instance You shall be liable to pay a once off recruitment fee of 100% (one hundred percent) of Evercomm's Member of Staff's annual package while at Evercomm, or at You, whichever is the higher amount, including any applicable incentives, bonuses, commissions, and fringe benefits.
- 17.5. You acknowledge and agree that any amount to be paid under clause 17 shall be payable within 30 (thirty) days of commencement of such Member of Staff's appointment/engagement by the Yourselves.

18. PERSONAL IDENTIFIABLE INFORMATION

- 18.1. Each Party confirms that all personal identifiable information received pursuant to this Agreement shall be processed by it in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 (as amended, and including any regulations and/or code of conduct made under POPI). Each Party gives the other Party consent to process its personal information solely as may be strictly necessary in pursuance of the Purpose. You shall obtain all necessary consents from data subjects to ensure that Evercomm may process all information, provided to it or its Associated Persons by Yourself or as a result of any agreement between the Parties, as necessary for the Purpose and any potential subsequent agreement between the Parties.
- 18.2. The Parties shall comply fully with their statutory obligations as contained in POPI, when processing all personal information that the Parties are exposed to during the course of the sharing of information between the Parties. Each Party indemnifies and holds the other Party harmless from any direct liability arising from its failure to comply with the statutory obligations contained in POPI.
- 18.3. For the avoidance of doubt, no provision of this Agreement should be construed in such a way that Evercomm is deemed to have granted its consent to You to disclose the whole or any part of the information in the event that You receive a request for the whole or any part of the information in terms of the provisions of the Promotion of Access to Information Act, No. 2 of 2000 of the Republic of South Africa, as amended ("the Act").
- 18.4. The Parties agree that the disclosure of information by either Party otherwise than in accordance with the provisions of this Agreement shall entitle the other Party to institute action for breach of confidence against the Party as envisaged by section 65 of the Act.
- 18.5. The Parties acknowledge that the provisions of clause 18.3 above shall not be construed in such a manner as to exclude the applicability of any other ground of refusal contained in the Act which may be applicable in the event that the Receiving Party receives a request for the whole or any part of the information in terms of the Act.
- 18.6. The Receiving Party may "process" (as defined in POPI) personal information of the Disclosing Party cross-border as necessary to facilitate the agreement between the Parties (e.g. using OneDrive, DocuSign, Microsoft servers, etc.), and this will be done in accordance with applicable data protection laws; the Receiving Party shall ensure that all third parties to whom personal information is disclosed shall be under data protection laws and/or contractual provisions/terms and conditions, relating to the privacy of this information, which are at least as strict as those appearing in POPI and this Agreement.
- 18.7. Notwithstanding anything in this Agreement or any other agreement to the contrary, either Party may, as required by POPI, on written notice to the other Party, amend how the other Party may process its personal information. However, should such instructions from You render Evercomm unable to perform and/or fulfil its obligations in terms of any agreement between the Parties, or in terms of another agreement with a third party, Evercomm may terminate any affected agreement between the Parties, without incurring liability or penalties therefor, and

You shall fully indemnify and hold harmless Evercomm for any liability incurred as a direct or indirect result thereof, including any liability arising from Evercomm's non-performance of obligations to third parties, and, in addition, be liable for any and all damages as if the contract had been duly terminated as a result of your material breach thereof.

19. ANTI-BRIBERY

- 19.1. Both Parties shall adhere at all times to applicable laws relating to anti-bribery.
- 19.2. Both Parties warrant that, to its knowledge, neither it nor its officers nor anyone acting on its behalf have in the past, nor shall they in the future, corruptly make any offer, payment, or promise of gifts or money or any other thing of value to either:
- 19.3. An official or employee of any government (or any department, agency or instrumentality of any government), political party, state-owned enterprise or a public international organization such as the United Nations, ("Government Official"); or
 - 19.3.1. Any representative of a third party for the purpose of influencing any act or decision of such person to act in violation of his/her lawful duty or securing any improper advantage or obtaining or retaining business.
- 19.4. Both Parties represents that none of its shareholders, officers, directors or employees are a Government Official.

20. GENERAL

- 20.1. You shall execute and deliver such other documents and do such other acts and things as may be necessary or desirable to give effect to the terms and provisions of this Agreement.
- 20.2. No amendment, interpretation or waiver of any of the provisions of this Agreement shall be effective unless reduced to writing and signed by both Parties. Any waiver by Evercomm should only be considered a waiver of that specific right in that specific instance and time, unless expressly stated otherwise by Evercomm in writing. Any waiver by Evercomm is revokable on written notification by Evercomm.
- 20.3. The failure by Evercomm to enforce or to require the performance at any time of any of the provisions of this Agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this Agreement or any part hereof or the right of Evercomm to enforce the provisions of this Agreement.
- 20.4. You may not cede Your rights and/or delegate it obligations under this Agreement without the prior written consent of Evercomm, however, Evercomm may do so.
- 20.5. You and Your Associated Persons will take whatever steps necessary to ensure that the terms of this Agreement, and the general intention of this Agreement, are adhered to by the Associated Persons.

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- 20.6. You represent that you have authority to enter into this Agreement on behalf of You, and to do all things necessary to procure the fulfillment of its obligations in terms of this Agreement.
- 20.7. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement.
- 20.8. This Agreement and the relationship of the Parties in connection with the subject matter of this Agreement and each other shall be governed and determined in accordance with the laws of the Republic of South Africa, and any legal proceedings instituted shall be instituted in the courts or tribunals in the Republic of South Africa.
- 20.9. The Parties hereby submit to the non-exclusive jurisdiction of the South Gauteng High Court of South Africa.
- 20.10. In the event that any one or more of the provisions, or part thereof, of this Agreement is held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, or the remaining part of that provision, of this Agreement, and this Agreement and/or the remainder of the provision shall be construed as if such invalid, illegal or unenforceable provision, or part thereof, was not a part of this Agreement and/or that provision, and the Agreement shall be carried out as nearly as possible in accordance with its original terms and intent.
- 20.11. This Agreement may be agreed to electronically by clicking on the checkbox beside the hyperlink to this document so that it reflects a checkmark/tick. If You do not agree to this Agreement, you will be unable to proceed with or submit Your onboarding application. Notwithstanding this, should You not agree to the terms of this Agreement, You must not proceed with the onboarding application. Should You continue with the onboarding application, you will be deemed to have agreed to this Agreement.
- 20.12. You, being the natural person acting in a representative capacity on behalf of You (as defined in clause 1.2 herein), warrant that you are duly authorized to act on behalf of You in this matter.