

ANNEXURE B

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. DEFINITIONS

- 1.1. Unless the context clearly requires a different interpretation, the words and expressions below will have the meanings assigned to them and cognate expressions will have corresponding meanings:
- 1.1.1. “Business Day” means any calendar day, other than a Saturday, Sunday, or public holiday in the Republic of South Africa.
- 1.1.2. “Commencement Date” means the date on which the Contract will commence.
- 1.1.3. “Confidential Information” means information, without limitation, provided by either Party as Disclosing Party (whether in written, oral or electronic format): related to the Disclosing Party and its business, Personal Information, IT architecture, technical or commercial systems, know-how, Data, source code, plans and strategies, business methods, marketing strategies, sales, legal issues, financial projections, other financial information, tender results, procurement information in general, the SOW; and the Intellectual Property of a Party, (whether provisional, or final). Such information shall be confidential information, whether marked or formally designated as confidential or not.
- 1.1.4. “Contract” means this Contract between the Client and TWF in respect of the Goods to be delivered or Services to be rendered, which consists of this document, and any subsequent variations thereto, constituting one indivisible contract. No other terms, conditions, in any written or verbal acknowledgement will apply, notwithstanding any signature thereto or other express or implied confirmation thereof by any person purporting to act on behalf of the Client.
- 1.1.5. “Contract Fees” means the Fees stated in the Contract payable to TWF for the delivery of the Goods and/or Services, subject to variations made in terms of the Contract.
- 1.1.6. “Created Intellectual Property” means Intellectual Property generally created, derived, produced, enhanced, developed, or discovered by TWF during/in the provision/delivery of the Goods and/or Services, and includes Intellectual Property in the Deliverables.
- 1.1.7. “Client” means the Client on the signature page of the Contract and includes the Client’s legal representatives, successors in title and any cessionary, delegate or assignee of the Client.
- 1.1.8. “Client’s Representative” means the person nominated by the Client to act on its behalf in terms of the Contract, or his / her authorised nominee.
- 1.1.9. “Data” means any data, including Personal Information, defined in the Electronic Communications and Transactions Act 25 of 2002, and which is supplied to TWF by the Client or processed on behalf of the Client by TWF.

- 1.1.10. "Deliverables" means all items of whatsoever nature in which Intellectual Property rights subsist (whether electronic, documentary, tangible or intangible), and which are created by TWF, whether individually, collectively, or jointly, with the Client, in providing/delivering the Goods and/or Services. The Deliverables are part of the Services. (See Annexure C or visit www.thewayforward.co.za)
- 1.1.11. "Goods" means the goods to be delivered by TWF to the Client. (See Annexure C or visit www.thewayforward.co.za)
- 1.1.12. "Intellectual Property" means and will include but will not be limited to know how, all Confidential Information, and any information or anything to which Intellectual property rights may be applied.
- 1.1.13. "Original Intellectual Property" means the Intellectual Property owned by a Party prior to the Commencement date.
- 1.1.14. "Parties" means the Client and TWF and will include an individual reference to either one of them as the context may require.
- 1.1.15. "Personal Information" means information relating to an identifiable, natural or juristic person, including but not limited to, information relating to race, gender, sex, marital status, nationality, ethnic or social origin, colour, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identity number, telephone number, email, postal or street address, biometric information and financial, criminal or employment history as well as correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- 1.1.16. "Services" means the Services to be provided/delivered by TWF to the Client. The Services include the Deliverables. (See Annexure C or visit www.thewayforward.co.za)
- 1.1.17. "Site" means the physical place at the Client's premises where the Goods and/or Services are to be delivered.
- 1.1.18. "Tax invoice" means a tax invoice as defined in the Value Added Tax 89 of 1991.
- 1.1.19. "Termination date" means the date on which the Contract finally terminates.
- 1.1.20. "TWF" means The Way Forward (Proprietary) Limited, to which the Contract has been awarded and will include TWF's legal representatives, successors in title and any cessionary, delegate or assignee of TWF.
- 1.1.21. "TWF's Employee" means TWF's agent, representative, subcontractor, or TWF Employee employed, hired, or contracted by TWF to deliver the Goods and/or Services.

2. INTERPRETATION

- 2.1. In the Contract, unless the context clearly requires otherwise:
 - 2.1.1. Clause headings will not be taken into consideration in the interpretation thereof. Headings have been inserted for convenience only and will not be used for, nor will assist in, or affect, interpretation of clauses.
 - 2.1.2. Words importing the singular also include the plural and vice versa, except where the context clearly indicates a contrary intention.
 - 2.1.3. Words importing the masculine include the feminine and neuter and vice versa, except where the context clearly indicates a contrary intention.

- 2.1.4. The word “person” includes a natural or juristic person, and as a partnership and any other body of persons whether incorporated or not.
- 2.1.5. If a provision confers a substantive right or imposes an obligation on either Party, then notwithstanding that it is only in the interpretation clause or schedule, effect will be given to it as a substantive provision in the Contract.
- 2.1.6. Any word or phrase defined in the body of the Contract as opposed to being defined in this clause 2 will have the meaning assigned to it in such definition throughout the Contract, unless the contrary is expressly stated, or the contrary appears clearly from the context.
- 2.1.7. When any number of days or other period is prescribed, that number will exclude the first and include the last day unless the last day falls on a Saturday, Sunday or an official public holiday in the Republic of South Africa, in which case the last day will be the first day succeeding such Saturday, Sunday or public holiday which is not a Sunday, Saturday or public holiday in the Republic of South Africa.
- 2.1.8. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words will prevail.
- 2.1.9. Expiration or termination of the Contract will not affect such of the provisions of the Contract as expressly provided they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 2.1.10. The rule of construction that a contract will be interpreted against the Party drafting it will not apply.
- 2.1.11. References to legislation will include amendments from time to time as well as applicable regulations and by laws.

3. CONTRACT, SEVERABILITY AND WAIVER

- 3.1. The Contract constitutes the whole and sole agreement between the Parties concerning the subject matter thereof.
- 3.2. No variation of, or addition or amendment to the Contract, including this clause 3, or consensual termination of the Contract, will be of any force or effect unless it is recorded in writing and signed by the authorised representatives both Parties.
- 3.3. If conflict between the documents comprising the Contract occurs, the order of precedence in interpreting the Contract will be:
 - 3.3.1. Annexure A - The Special Terms and Conditions of Contract, including all Annexures.
- 3.4. If any clause or portion of the Contract is held by a competent court to be invalid or unenforceable, the rest of the Contract will remain in full force and effect.
- 3.5. A waiver, condonation, relaxation, or indulgence given by a Party to the other Party will not prejudice the rights of the former, and the former will not be estopped from exercising such rights due to its actions.
- 3.6. The Contract in its entirety or in part, will not be enforceable until it has been approved and signed by both the Client and TWF.

4. NOTICES AND COMMUNICATIONS

- 4.1. All notices given in terms of the Contract will be in writing and will be sent to a Party's domicile and the Party Representative's email address. Notices will be deemed to have been received:
 - 4.1.1. If delivered by hand to the domicile of the Party and for which written acknowledgement of receipt is obtained, or
 - 4.1.2. If transmitted by email through the Internet, when the email message is available on the receiving Party's IT network for reading.
- 4.2. The acceptance of any notice or communication does "not per se" indicate the receiving Party's acceptance or approval of the contents thereof.
- 4.3. Notwithstanding Section 12 of the Electronic Communications and Transactions Act 25 of 2002, the Parties may use email for communications, but any variation to the Contract will be made in terms of clause 3.2 (Contract, Severability and Waiver) in the General Terms and Conditions of Contract.

5. PERFORMANCE AND GENERAL SPECIFICATION

- 5.1.1. The Services will be carried out by suitably qualified and skilled employees of TWF and will reasonably conform to the Scope of Services agreed by the Parties.

6. CESSION, ASSIGNMENT AND SUBCONTRACTING

- 6.1.1. The rights and obligations in the Contract are personal to the Parties and a Party will not cede any right or delegate any duty or function under the Contract or assign or transfer the Contract or otherwise dispose of the Contract or any portion thereof to a third party without the prior written consent of the other Party.
- 6.1.2. TWF may appoint a subcontractor without the prior written approval of the Client.
- 6.1.3. A Party will be responsible for the acts, errors, omissions, defaults and neglects of an Employee or subcontractor appointed by the Party as fully as if they were the acts, errors, omissions, defaults, or neglects of that Party.

7. CONTRACT FEES BASIS AND CONTRACT FEES ADJUSTMENT

- 7.1.1. The Fees will be fixed for 12 (twelve) months of the Contract. The Contract Fees will be adjusted by TWF on an annual basis, 12 (twelve) months from the date of the last annual adjustment.
- 7.1.2. When adjusting the Fees, TWF will be entitled to take into account actual or reasonably expected increases in costs of hardware; software; software licences; research and development; resource and Employee costs; overheads; the effect of inflation on TWF's business; and fluctuations in currency exchange rates for import costs.

8. GOOD FAITH AND ETHICS

- 8.1.1. The Parties undertake to act only on the basis of utmost good faith and trust in the execution the Contract. Should a Party, or a Party's Employee commit an act which may compromise the ethical relationships between the Parties, in terms of this or other Contracts, or which is contrary to standard business practices, then the innocent Party may, at its discretion, terminate the Contract immediately by giving written notice to the other Party.

9. GOVERNING LAW

- 9.1.1. Regardless of the Territory of delivery, or domicile of the Parties, the Contract and all variations will be governed by and construed under and in accordance with the laws of the Republic of South Africa, including its conflict of laws.
- 9.1.2. The Parties will at all times conform to the provisions of all applicable statutes of South Africa.
- 9.1.3. During the Contract Term, the Client will pay to TWF the increased cost of delivery/completion of the Goods and/or Services caused to TWF by any amendments or changes to applicable legislation, or the judgment of a competent court. (See Annexure C or visit www.thewayforward.co.za)

10. INTELLECTUAL PROPERTY

- 10.1.1. All rights, title, and interest in and to a Party's Original Intellectual Property will remain the sole property of such Party. Neither Party will permit any other person to use Intellectual Property owned by the other Party without the prior written consent of the owning Party.
- 10.1.2. TWF's Original Intellectual Property and the existing Intellectual Property rights in the Goods and/or Services will remain the property of TWF. The Created Intellectual Property will vest in and will belong to TWF. The Client will have a non-exclusive licence to use the Created Intellectual Property solely for the Project. The Client will not use the Created Intellectual Property for another project, or allow a third party, including an associate or affiliate company of the Client, access to, or use of, the Intellectual Property for any purpose.
- 10.1.3. The rights and obligations contained in this clause 10 will continue in full force and effect after the Termination date of the Contract.

11. CONFLICT OF INTEREST

- 11.1.1. A Party will not cause, or in any way contribute to a conflict of interest by the other Party, or an Employee the other Party. If a Party is aware of, or suspects, a conflict of interest, the Party will immediately report such conflict of interest to an appropriate senior manager of the other Party.

12. RELATIONSHIP OF THE PARTIES

- 12.1.1. TWF in furnishing the Goods and/or Services to the Client, will be an independent Contractor and under no circumstances will TWF be deemed to be in any relationship with the Client carrying with it fiduciary responsibilities, whether through partnership or otherwise. TWF is not an agent of the Client and has no authority to represent or bind the Client as to any matters, except as authorised by the Client.

13. LIABILITY AND INDEMNITY

- 13.1. Unless and to the extent that TWF has been finally determined by the decision of which must be proven in court or by the decision of the arbitrator as set out in clause 19 (Dispute Resolution) to have committed fraud, wilful default, or gross negligence, the Client will indemnify on demand and hold harmless TWF against all actions, claims, proceedings, losses, damages, costs and expenses whatsoever and howsoever caused arising from or in connection with any engagement, including the Contract.

In addition to that stated above, the liability of TWF for injury, loss, or damage, is excluded if the injury, loss, damage, event, circumstance, or result is covered by the

Client's contract works insurance, SASRIA insurance or any other insurance cover taken out or that ought reasonably to have been taken out by the Client.

- 13.2. TWF will have no liability of any nature, whether in contract, delict or otherwise, for any losses, damages, costs, or expenses whatsoever and howsoever caused arising from or connected with any engagement, including the Contract, except where such losses are caused by its gross negligence or wilful default.
- 13.3. The aggregate liability of TWF, whether to the Client or to any third party, whether in contract, delict or otherwise, for any losses whatsoever caused arising from, or connected with any engagement shall not exceed the total value of the Contract Price, calculated at the Commencement date.

Nothing in the Contract will have the effect of increasing the liability of TWF for any Losses caused by its gross negligence or wilful default beyond those available under common law, nor will any defence that would be available to TWF be precluded.

- 13.4. For general damages, liability in terms of the Contract, or delict, which must be proven in court or by the decision of the arbitrator as set out in clause 19 (Dispute Resolution) before payment by TWF, the liability of TWF is limited to a maximum of 10% per cent of the Contract Fees, calculated at the Commencement Date.
- 13.5. The release from liability and indemnification tendered by each Party will extend beyond each Party as a stipulation in favour of its directors, shareholders, subsidiaries and associated entities, and Employees (the Related parties) as well as the successors and assigns of the Related parties to the extent that any collateral liability may accrue to them in relation to any of the claims, such stipulation to remain open for acceptance by any of the Related parties at any time following signature of the Contract.
- 13.6. Neither Party will be liable for any consequential damages, which the non-breaching Party may suffer as a result of a breach by the breaching Party of any of the obligations imposed on it by the Contract. Consequential damages mean indirect damages or special damages (whether within the contemplation of the Parties at the time of entering into the Contract or not) which terms will include without limitation, any loss of profit, loss of business or trade, or loss of business reputation or business opportunities.
- 13.7. Any Services given by TWF shall be:
 - 13.7.1. addressed to and in connection with the matter at hand only, and may not be relied upon for any other purpose and may not be disclosed to any other person (except to persons who in the ordinary course of the Client's business have access to the Client's papers and records, on the basis that they will similarly make no further disclosure) and may not be filed with any governmental agency or authority or quoted in any public document without, TWF's prior written consent;
 - 13.7.2. strictly limited to the matter at hand shall not extend to any other matter.
 - 13.7.3. provided on the basis that, except as explicitly stated herein, no opinions, comments, advice, or information otherwise given shall be expressed in relation to any other representations or provisions contained in any written agreements that may be entered into, nor upon any other related commercial terms.
 - 13.7.4. expressed in respect of, or on the basis of, any legislation, regulation, or other governmental directive, are expressed in respect of such legislation, regulation or other governmental directive which was in force, and on the basis of the provisions thereof, at the time that the opinions, comments, or advice was otherwise given;
 - 13.7.5. TWF has no obligation to update or amend any Services as a result of events occurring after the date of passing of ownership of the Goods and/or Services; and

- 13.7.6. not construed to provide any advice that would constitute “advice” in respect of a “financial product” as defined in the Financial Advisory and Intermediary Act 37 of 2002.

14. NO SET OFF

- 14.1. Costs, damages or expenses, or money which may be recovered at law and for which a Party is liable may not be set off or deducted by that Party from any monies due or becoming due to the other Party as a result of business dealings between the Parties or arising out of the Contract.

15. BREACH AND TERMINATION

- 15.1. Either Party may terminate the Contract immediately on written notice to the other Party in the event of a breach of the Contract by the other Party which is incapable of remedy. Where the breach is capable of remedy, the non-breaching party will be entitled to claim specific performance, and/or damages, including general and specific damages, and/or terminate the Contract, all on written notice to the breaching Party where the breaching Party has failed to remedy the breach within 7 (seven) days from receipt of a written notice from the non-breaching Party requesting the breach to be remedied.
- 15.2. The non-breaching Party's remedies in terms of this clause 15 are without prejudice to any other remedy to which the non-breaching Party may be entitled to in terms of the Contract or in law.
- 15.3. A Party will be deemed to have breached the Contract, entitling the non-breaching Party to cancel the Contract forthwith by giving 7 (seven) days written notice, or to obtain an order for specific performance, in the event that:
- 15.3.1. the Party deemed to be in breach goes into liquidation or judicial management (whether provisional or final) other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or commits an act of insolvency as defined by the Insolvency Act 24 of 1936 if committed by a natural person, or a compromise with creditors, or undergoes business rescue as set out in Section 6 of the Companies Act 71 of 2008. The Party deemed to be in breach will immediately inform the non-breaching Party in writing of any occurrence listed in this clause 15.3.1 or will ensure that the liquidator or business rescue practitioner informs the non-breaching Party. If the non-breaching Party decides to continue any part of the Contract, the liquidator will provide guarantees for the due and faithful performance of the Contract.
- 15.3.2. a judgment in any competent court for more than R5 million being given against the Party deemed to be in breach, which judgment is not paid or appealed within 14 (fourteen) days.
- 15.3.3. a Party or a Party's Employee employ pays or offers to pay, gives, or offers to give any money and/or any gift of whatsoever nature whether by way of a commission, gratuity or otherwise, or lends or offers to lend any money or any asset, or gives or offers to give any other valuable consideration to an Employee of the other Party, or commits any other unethical act; or
- 15.3.4. a Party breaches any applicable legislation of South Africa.
- 15.4. The non-breaching Party will be entitled to indemnification and payment by the breaching Party of its legal costs on a scale as between attorney and own client in any legal proceedings arising from or associated with any breach by the breaching Party of its obligations in terms of this clause 15.

16. FORCE MAJEURE

- 16.1. If a Party is rendered unable, wholly or in part, by reason of force majeure or casus fortuitous (herein referred to as force majeure event) beyond the reasonable control of that Party to carry out any material obligation under the Contract, other than an obligation to make money payments, such Party will give prompt notice in writing to the other Party of the circumstances amounting to such force majeure with reasonably full particulars thereof and in so far as known the probable extent to which it will be unable to perform or be delayed in performing such obligation whereupon such obligation of the Party giving the notice will be suspended so far as it is affected by such force majeure during but not longer than the continuance thereof.
- 16.2. The Party giving the notice will use all possible diligence to remove the force majeure as quickly as possible. In conditions of force majeure, each Party will take all reasonable, lawful, steps to resume performance of the Party's obligations under the Contract as soon as reasonably possible and will cooperate with the other Party to overcome such conditions.
- 16.3. The remaining terms and conditions of the above Agreement, including, but not limited to the obligations of both parties in Clause 18 (Confidentiality) will continue in force.
- 16.4. Each Party will bear its own direct and indirect costs for the duration of the time that either Party is affected by the force majeure event. A Party subject to force majeure will not be liable for any damages, penalties or inconvenience suffered by the other Party.
- 16.5. Force majeure will mean and include, but not be limited to: an act of God; strike; lockout; act of a public enemy; war (declared or undeclared); blockade; revolution; riot; civil commotion; lightning; fire; storm; flood; explosion; government act or instruction; a notice to halt operations (temporary or final) or restraint; expropriation; seizure of works; nationalisation; embargo; unavailability of the internet or cloud storage facility; and/or any other event which is not caused by the act or omission of a Party, and which is not within the reasonable control of the Party claiming force majeure.

17. DISPUTE RESOLUTION

- 17.1. Informal Dispute Resolution: Any dispute arising between the Parties relating to or arising out of the Contract, will be submitted to the managing directors or chief executive officers of the Parties for resolution.
- 17.2. Formal Dispute Resolution: if the dispute referred in terms of clause 19.1 is not resolved by these persons within 30 (thirty) Business Days, either Party shall refer the dispute to arbitration in accordance with the commercial arbitration Rules of the Arbitration Foundation of Southern Africa (AFSA), including the review proceedings in those Rules. By agreement between the Parties, arbitration may be conducted online, including submission of pleadings and any oral proceedings required by the arbitrator. The seat of arbitration will be Johannesburg, Gauteng. The arbitration will be governed by and construed under and in accordance with the laws of the Republic of South Africa. Should the dispute need reference to a court of law, the same would be referred to the courts in South Africa.
- 17.3. This clause 17.2 will constitute each Party's irrevocable consent to the arbitration proceedings, and no Party will be entitled to withdraw from such arbitration proceedings or to claim that it is not bound by this clause.
 - 17.3.1. Each of the Parties hereby irrevocably agrees that the decision of the arbitrator in the arbitration proceedings:
 - 17.3.2. will be final and binding on each of them; and
 - 17.3.3. will be carried into effect.

- 17.3.4. the Arbitrator's decision may, on application to a court of competent jurisdiction by any Party to the dispute, after due notice to the other Party, be made an Order of Court. Such a decision that has been made an Order of Court may be enforced in the same manner as any judgement or order of the same effect.
- 17.4. The appointment of the arbitrator will be agreed upon between the Parties but failing agreement between them within a period of five (5) days after the arbitration has been demanded by either of the Parties by notice in writing to the other, either of the Parties will be entitled to request the Registrar for the time being of AFSA to make the appointment.
- 17.5. The arbitrator will have the powers conferred upon an arbitrator under the Rules.
- 17.6. Nothing in this clause 17 will be construed as precluding either Party from applying to court for a temporary interdict or other relief of an urgent nature, pending the decision of the award of the arbitrator.
- 17.7. Adjudication is specifically excluded from the Contract.
- 17.8. This clause 17 is severable from the rest of the Contract and will therefore remain of full force and effect after the Contract is terminated or cancelled.
- 17.9. Technical Dispute: If a dispute is of a technical nature, either Party may refer the matter to a technical expert nominated by both the Parties. The decision of the technical expert will be binding on the Parties.

18. UNCOLLECTED HARDWARE AND EQUIPMENT

- 18.1. Where any hardware, equipment, devices, accessories, or other goods are left with or delivered to The Way Forward IT for assessment, repair, configuration, return, collection, replacement, or any other purpose, the client remains responsible for collecting such items once notified that they are ready for collection or no longer required by The Way Forward IT. If the client fails to collect the items within 30 calendar days after written notice has been sent to the client's nominated email address or other last known contact details, The Way Forward IT may, at its sole discretion and without further notice, store, dispose of, recycle, donate, sell, or otherwise deal with the items as it deems appropriate. The Way Forward IT shall not be liable for any loss, damage, claim, cost, or liability arising from such disposal or handling of uncollected items. The client shall remain liable for any outstanding amounts, storage fees, courier fees, assessment fees, repair fees, or other charges relating to the items.

19. ARTIFICIAL INTELLIGENCE (AI) USAGE

- 19.1. The Company may utilise artificial intelligence ("AI") technologies to assist in the delivery of its products and services, including but not limited to software development, data analysis, technical support, documentation, content generation, quality assurance, and process automation.
- 19.2. The use of AI is intended solely to enhance efficiency, accuracy, and service delivery. Where appropriate, AI-generated outputs are reviewed by qualified personnel before being relied upon or delivered to clients.
- 19.3. The Company implements reasonable measures to protect confidential and personal information when using AI-enabled tools and will use such technologies in accordance with applicable data protection and privacy laws. Confidential or sensitive client information will only be processed through AI systems where appropriate safeguards are in place and where such processing is permitted by applicable law and contractual obligations.

- 19.4. While AI may assist in producing outputs, the Company remains responsible for the services it provides. AI-generated content or recommendations should not be regarded as professional advice without appropriate human review where required.
- 19.5. By engaging the Company's services, the Client acknowledges and agrees that the Company may use AI technologies as part of its service delivery processes, subject to the Company's confidentiality, security, and legal obligations.

20. CONFIDENTIALITY

- 20.1. The Party receiving Confidential Information (the Receiving Party) from the other Party (the Disclosing Party) may disclose Confidential Information only to its Employees to whom such disclosure is necessary for the performance of the Contract, provided that such Employees agree in writing to be bound by similar terms and conditions to this clause 18.
- 20.2. During the Contract and indefinitely after the Termination date, the Receiving Party agrees:
 - 20.2.1. not to disclose, publish, or otherwise make known Confidential Information to any third party for any reason or purpose whatsoever without the prior written consent of the Disclosing Party.
 - 20.2.2. not to use, employ, or exploit Confidential Information disclosed pursuant to the provisions of the Contract for any purpose whatsoever other than strictly in relation to the Contract, without the prior written consent of the Disclosing Party.
 - 20.2.3. that the unauthorised or unlawful use or disclosure of Confidential Information 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, action, expense, claim, harm, or damage of whatever nature sustained by the Disclosing Party pursuant to a breach by the Receiving Party of the provisions of the Contract.
- 20.3. The Receiving Party agrees to protect Confidential Information by using at least the same standard of care used to safeguard its own information of a confidential nature and by taking all reasonable steps to prevent any unauthorised disclosure of Confidential Information.
- 20.4. The obligations of the Receiving Party pursuant to the provisions of the Contract will not apply to any information that:
 - 20.4.1. is known to or in the possession of the prior to disclosure thereof by the Disclosing Party.
 - 20.4.2. is or becomes publicly known, otherwise than pursuant to a breach of the Contract by the Receiving Party.
 - 20.4.3. is acquired or developed independently of the Disclosing Party by the Receiving Party in circumstances that are not a breach of the provisions of the Contract.
 - 20.4.4. is disclosed by the Receiving Party to satisfy the order of a Court of competent jurisdiction or to comply with provisions of any law or regulations in force from time to time, provided that the Receiving Party will advise the Disclosing Party in writing prior to such disclosure to enable the Disclosing Party to take whatever steps it deems necessary to protect its interest in this regard, provided further that the Receiving Party will disclose only that portion of the Confidential Information which it is legally required to disclose and the Receiving Party will protect the confidentiality of such information to the widest extent possible in the circumstances;

- 20.4.5. is disclosed to a third party pursuant to the prior written authorisation from the Disclosing Party; or
- 20.4.6. to the extent necessary under the rules of any recognised stock exchange.
- 20.5. Subject to the laws of South Africa relating to retention of documentation, the Disclosing Party may, at any time by way of written notice to the Receiving Party, request the Receiving Party to return Confidential Information disclosed in terms of the Contract, and may, in addition, request the Receiving Party to furnish a written statement (certified as correct by a director of the Receiving Party) 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 Confidential Information. The Receiving Party will comply with this clause 18.5 within 7 (seven) days of receipt of written notice thereof. As an alternative to the return of the material, the Receiving Party will at the instance of the Disclosing Party, destroy such material and furnish the Receiving Party with a written statement to the effect that the Confidential Information has been destroyed.



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