

Terms & Conditions

Entered into by and between Ring Mobile (Pty) Ltd (the Service Provider) and The Customer.
This document applies to all Ring Mobile subscribers and cannot be customized.

1. PARTIES

1.1 Ring Mobile (Pty) Ltd

A company with limited liability duly incorporated in terms of the Companies Act of South Africa, 71 of 2008, with registration number: 2021/403023/07, hereinafter referred to as “the Service Provider”; and

1.2 “The Customer” with the details as submitted via the Service Provider’s website by the Customer, or as otherwise submitted by the Customer to the Service Provider in the form and on the documents as prescribed by the Service Provider from time to time.

2. DEFINITIONS

2.1 In this Agreement, unless inconsistent with or otherwise indicated by the context, the following words and expressions shall bear the meanings assigned to them hereunder and cognate expressions shall bear corresponding meanings:

2.1.1 “Ancillary Equipment” shall include the following:

Voice over Internet Protocol (VoIP) phones; and

Network routers, switches and modems

2.1.2 “Authority”

Shall mean the legal governing body, which is relevant in the specific instance. (Examples would include the Independent Communications Authority of South Africa (“ICASA”).

2.1.3 “Customer Order Form”

Shall mean any record and/or document in the manner and form as prescribed by the Service Provider from time to time, with the purpose of recording the Customer’s order and shall be deemed instruction the Service Provider of the services and goods required by the Customer on the Customer’s special insistence and request, whether such order is to be duly completed manually, digitally, telephonically or otherwise by the Customer. This definition specifically includes “data message” as defined in Chapter 1 of the ECT.

2.1.4 “ECT” Shall mean the Electronic Communications and Transactions Act, 25 of 2002.

2.1.5 “Good Industry Practice”

Shall mean the exercise of the degree of skill, care and diligence, which would reasonably and ordinarily be expected from a skilled and experienced person engaging in services in the nature of the Services.

2.1.6 “Service Fees”

Shall mean the monies due to the Service Provider by the Customer as published on the Service Provider’s website (www.ring-ring.co.za), and shall include the initial installation and

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set-up charge and any other introductory or commencement charges, and/or as otherwise communicated to the Customer in writing from time to time, and which may be amended by the Service Provider from time to time upon notice to the Customer.

2.1.7 “Services”

Shall mean any one of the following or both the provision of cloud-based (hosted) PBX and Voice over IP services.

2.1.8 “Signature”

Shall include a handwritten signature or mark; an electronic signature as defined in the ECT, which shall include but not be limited to any method used to identify the person and to indicate the person’s approval of the information; any biometric signature including but not limited to any method used in respect of a voice automated transactions to identify the person and to indicate the person’s approval of the information.

2.1.9 “Signature Date”

Shall mean the date on which the Service Provider receives the signed agreement from the Customer.

2.1.10 “Writing”

Shall include but not be limited to hand written and data messages. Any requirement in this Agreement that a document or information must be in writing is met if the document or information is in the form of a data message; and accessible in a manner usable for subsequent reference.

3. INTERPRETATION

3.1 Unless the context indicates a contrary intention, any reference to:

3.1.1 any gender shall include a reference to the other genders, and 3.1.2 the singular shall include the plural and vice versa, and

3.1.3 a natural person shall include a reference to a legal person/juristic entity, whether incorporated or unincorporated and vice versa.

3.2 Paragraph headings are inserted for reference purposes only, and shall not modify or vary the interpretation of this Agreement, or any paragraph or provision thereof, nor shall the same be used in interpreting or construing the tenor or import of this Agreement, or any provision thereof.

3.3 Words and phrases defined in any legislation relevant to the Business and the transactions herein set out, shall bear the meanings ascribed thereto when referred to in this Agreement.

3.4 Where the consent of any Party is required for any purpose, same shall, unless the context indicates otherwise:

3.4.1 refer to the prior written consent of such Party (“the grantor”); and

3.4.2 the consent shall not be unreasonably withheld; and

3.4.3 in the event of the refusal or withholding of such consent, the onus shall be on the Party seeking same (“the grantee”) to prove that the refusal or withholding of the consent was unreasonable in all the circumstances; and

3.4.4 the grantee shall not be entitled to disregard such withholding of consent until it has satisfied such onus of proof of unreasonableness; and

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3.4.5 reference to “consent” shall be deemed to include a reference to any consent, approval or permission which may be required of the grantor.

3.5 Where in any definition rights and/or obligations are conferred and/or imposed on any party, same shall be regarded and effect given thereto as a substantive provision of this Agreement.

3.6 For the sake of convenience a reference to any “provision” or “provisions” shall be a reference to any provision, term, condition, obligation, right, covenant and undertaking in this Agreement.

3.7 The annexures, addenda and documents attached hereto (“the addenda”) form an integral part of this Agreement as if specifically incorporated herein. In the event of any conflict between the main part of this Agreement and the addenda, preference shall be given to the main part of this Agreement and the provisions shall be construed and interpreted in such a way as to give effect to the main part of this Agreement.

3.8 Where any reference is made to a number of days for any purpose, the calculation shall exclude the first day, and shall include the last day; and

3.8.1 any reference to a number of days shall be a reference to a continuous period, and shall not be deemed to be a reference to Business Days unless the context indicates otherwise; and

3.8.2 any reference to months shall be a reference to calendar months as a continuous period.

3.9 Where there is a conflict between any amounts referred to in numerals and words, the amount referred to in words shall prevail.

3.10 The contra preferentum rule whereby this Agreement shall be construed against the Party, at whose instance same has been drawn, or against the Party in whose favour a provision is drafted, is expressly excluded.

3.11 Where any word, phrase or expression is followed by the words “and”, and “and/or” or “or”, or “including”, the use of such words shall not be deemed to restrict the meaning of the relevant preceding word, phrase or expression.

3.12 The eiusdem generis rule shall not apply, and accordingly where any provision of this Agreement is followed by a specific example or reference is made to any specific matter, such reference shall not affect the generality of the foregoing provision.

4. PREAMBLE

4.1 WHEREAS the Service Provider provides voice over IP and related telecom services; and

4.2 WHEREAS the Customer is desirous to procure the services of the Service Provider;

NOW THEREFORE the Parties agree as follows:

5. RECORDALS

The provisions of the ECT shall be applicable to this Agreement and this Agreement shall be construed in such a way as to give effect to the definitions and enable and provisions of the Act.

6. COMMENCEMENT AND DURATION

This Agreement shall commence on the signature date and continue thereafter subject to either Party’s right to cancel the Agreement in terms of clause 14 hereof.

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7. SERVICES AND SERVICE PROVIDER UNDERTAKINGS

7.1 The Service Provider shall provide the Services and Ancillary Equipment and/or Products to the Customer in accordance with the terms and conditions hereof.

7.2 The Services shall commence on the date(s) stated in the Customer Order Form and will continue to be provided thereafter for the duration of the Agreement.

7.3 The Service Provider undertakes to render the Services in accordance with Good Industry Practice.

7.4 The Service Provider shall further perform the Services in a proper and professional manner by suitably qualified personnel.

7.5 The Service Provider undertakes to use its reasonable endeavours to keep the Services available at all times.

7.6 Unless otherwise agreed by the Parties in writing, the Service Provider shall not provide any services other than the Services as defined herein and listed in the Customer Order Form.

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8. EQUIPMENT, DELIVERY AND RISK

8.1 Risk shall pass to the Customer upon delivery of the equipment, notwithstanding the equipment being the property of Customer or remaining the property of the Service Provider, as the case may be in the circumstances.

8.2 Delivery of equipment takes place upon collection, either by the Client; Client's designated Courier Company or a courier company designated by Ring Mobile at the Client's request. In instances where installation is necessary by Ring Mobile technicians/approved technicians, delivery takes place upon completion of installation.

8.3 The Service Provider uses external service providers for the transportation and delivery of goods, the cost of which shall be for the Customer's account.

8.4 The company delivery notes signed or countersigned by the customer or the employee of the customer shall for all purposes be deemed to be accurate in all respects and binding on the customer.

8.5 The Service Provider may require the Customer to make the equipment for inspection at a time and place to be arranged by the Service Provider or its nominee. Should The Service Provider accept the equipment for repairs and maintenance it shall be deemed to do so as agent on behalf of the manufacturer or local supplier of the equipment and The Service Provider shall not be liable for any loss, damage, destruction, theft or negligent workmanship howsoever or by whomsoever caused.

8.6 Should the Customer fail to pay any monies due in respect of equipment or accessories purchased, leased or loaned from The Service Provider then the Service Provider shall be entitled without prejudice to any other rights it may have at law forthwith and without notice to suspend, interrupt or disconnect the Services or any part thereof.

8.7 Should the Service Provider borrow equipment to the Customer whilst the Customer's owned or leased equipment is being repaired, then the Customer shall upon demand return the equipment to the Service Provider at the Customer's own cost. Should the Customer fail to return the equipment to the Service Provider when asked to, then the Service Provider shall be entitled to charge and recover from the Customer (who shall pay such charges upon

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demand) a rental of R1 000 (one thousand rand) per day reckoned from the due date of return or demand, whichever is the earlier, until the date that the loaned equipment is returned to the Service Provider. The provisions of this Agreement shall mutatis mutandis apply to such loaned equipment and its use.

9. CUSTOMER'S UNDERTAKINGS AND OBLIGATIONS

9.1 The Customer agrees that it will use the Services lawfully and that it will comply with all applicable laws and with Ring Mobile' acceptable use policies as published on www.ring-ring.co.za.

9.2 The Customer is wholly responsible for the safety and security of their Ring Mobile account and the equipment used by them to access the Ring Mobile network and services and must put in place such safeguards as necessary to prevent unauthorised use. The Customer is responsible for all persons who use their username and password to access the service, whether authorised or not. Ring Mobile accepts no responsibility and will not be held accountable for costs incurred from the unauthorised use of a Customer's account.

9.3 The Customer indemnifies the Service Provider and holds it harmless against any claims by third parties in respect of prohibited or unlawful activities conducted by the Customer.

9.4 The Customer shall not take any steps or fail to take any steps which directly or indirectly damages the Service Provider's or its suppliers' networks (or any networks interconnected to these networks) or any part thereof or impairs or precludes them (and any person with whom it interconnects or shares facilities) from being able to provide its Services in a professional manner; or constitutes an abuse of the Services

9.5 The Customer acknowledges that the Service Provider's suppliers' may, if it is of their reasonable opinion that the Customer is abusing the Services or using the Services unlawfully, suspend the provision of the Services without liability on the part of themselves or on the part of Ring Mobile.

9.6 The Customer acknowledges that the Service Provider may, if it is of the reasonable opinion that the Customer is abusing the Services or using the Services unlawfully, suspend the provision of the Services without liability on the part of the Service Provider.

9.7 The Customer warrants that information supplied by him/her/it is true and correct and acknowledges that such information is material to this Agreement. In the event that the information is not true and correct in all regards then the Service Provider shall be entitled to, immediately and without prejudice to any other rights that it may have, cancel this Agreement summarily upon 48 hours written notice.

9.8 Any subsequent changes that affect the information supplied to the Service Provider, without limiting the generality of the foregoing but by way of example – bank account details, must be brought to the immediate attention of the Service Provider. The Customer shall give written notice to the Service Provider of any changes to the information in the manner and form as required by the Service Provider and communicated to the Customer from time to time.

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10. PAYMENT

10.1 In consideration of the Services provided, the Customer shall pay the Service Provider the Service Fees, on the Payment Date(s), in the Currency, to its Nominated Account via electronic transfer.

10.2 In the event where the Currency is another currency that that in which the Provider normally does its business, then the exchange rate applicable to any amount due by either of the Parties to the other shall be the exchange rate between those two currencies on the date on which the amount becomes due.

10.3 Invoices in respect of the Service Fees shall be rendered monthly in arrears. Invoices shall be due and payable upon receipt.

10.4 The Service Provider may in its sole discretion, demand a deposit as security from the Customer prior to rendering the Services, which deposit shall not bear interest. The Service Provider may utilise this deposit at any time towards payment of any portion of the Service Fees or other monies due and owing to the Service Provider by the Customer.

10.5 Any accounting document provided by the Service Provider (monthly account statements, invoices, or other) shall be deemed prima facie proof of the amounts due and owing by the Customer and shall be sufficient documentary evidence to obtain judgment to that effect.

10.6 The customer is liable to pay for all calls made from his account whether authorised or unauthorised. This includes, but is not limited to, calls made from fraudulent use of the account caused by hacking or any other form of unauthorised intrusion or use.

10.7 Unless expressly otherwise agreed to in writing, all payments shall be made via electronic transfer to the Service Provider's nominated bank account, the details of which shall be forwarded to the Customer, and shall be made free of exchange, taxes, fees and charges.

10.8 In the event of any debit order returned unpaid or should any charge or credit card of the Customer be rejected for whatever reason, then the Customer shall be liable for an administration charge as may be levied by the Service Provider in respect of each such non-payment, including any bank charges incurred by the Service Provider as a result of the non-payment.

10.9 The Customer shall not be entitled, for any reason whatsoever, to withhold payment or any part thereof of any monies due in terms hereof.

10.10 The Service Fees, as well as any other funds due by the Customer to the Service Provider, shall exclude any taxes and/or levies due as a result of a requirement by any governmental organization (which shall include but not be limited to any VAT, importation tax, withholding tax and general sales tax) and all these taxes and/or levies, shall be paid by the Customer. The Service Provider is a registered VAT vendor in terms of the Value Added Tax Act, 1991. All invoices rendered shall include VAT at the standard rate.

10.11 The Customer acknowledges and agrees that it shall be liable for the transactional cost of any third party payment system provider in respect of payment of the Service Fees by way of electronic debit order. The Customer further acknowledges and agrees that any such instruction to a third party payment system provider shall constitute a separate transaction and agreement from this Agreement.

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11. PRIVACY CONSENT AND CREDIT LIMIT

11.1 The Customer provides his/her/its express consent to the Service Provider to process the personal information as defined in legislation, including identity verification in terms of the RICA Act, for purposes of preventing fraud and to send the personal information to third parties in order to provide a services to the Customer, and also to send such information to foreign countries, when necessary, by electronic or other means for processing. The Customer acknowledges and understands that such countries may not have specific data privacy laws.

11.2 The Service Provider undertakes to treat the personal information confidentially and will not make disclosure thereof unless:

11.2.1 It is legally compelled to do so; and/or

11.2.2 It is in the public interest to disclose the personal information; and/or

11.2.3 The Customer has given consent thereto.

11.3 Requests for Services are subject to the Service Provider's approval. Prior to entering into any agreement with the Customer, the Service Provider may investigate the Customer and may conduct such reasonably necessary checks to verify any information provided by the Customer. The Customer consents thereto and authorizes the Service Provider to conduct all reasonable credit checks and searches to establish his/her/its creditworthiness. The Customer agrees that the Service Provider may send and receive positive and negative information as may be required from time to time, to or from any credit bureau, government or similar agency.

11.4 The Service Provider may in its sole discretion set a credit limit in respect of the monthly Service Fees that the Customer may accrue. The Parties acknowledge that this does not constitute a credit facility in terms of section 8(3) of the National Credit Act, 34 of 2005, and no interest or charges in respect of the deferral, will accrue on the deferred amount.

11.5 The Service Provider may amend or vary this credit limit in its sole discretion from time to time, which amendment shall only take effect for the following billing period, and the Service Provider shall give the Customer 7 days' written notice of such amendment. The Service Provider shall be entitled to suspend the Services in the event that the Customer reaches the credit limit.

12. SURETY AND CO-PRINCIPAL CUSTOMER

12.1 In the event that the Customer is a juristic entity, then the natural person signing this Agreement on behalf of the Customer (the "Signatory") hereby confirms as follows:

12.2 The Signatory binds himself/herself hereto as surety and co-principal debtor, jointly and severally, in solidum with the Customer for the due and punctual payment by the Customer to the Service Provider of all amounts payable or to become payable or to become payable in terms hereof, and for the due and faithful performance by the Customer of all the terms, covenants and stipulations imposed upon the Customer in terms of this Agreement (herein after referred to as the "Surety");

12.3 The surety agrees and declares that all admissions and acknowledgements of indebtedness by the Customer shall be binding on the Surety, that the Service Provider shall

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be at liberty, without affecting its rights hereunder, to release securities and to give time to or compound or make any other arrangements with the Customer without reference to the Surety, and that in the event of liquidation, judicial management or compromise and no dividend(s) or payment(s) which the Service Provider may receive from the Customer or any other person or persons, company or companies, or from the Surety shall prejudice the rights of the Service Provider to recover from me the full extent of this Suretyship any sum which after the receipt of such dividend(s) or payment(s) may remain owing by the Customer.

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12.4 The Surety declares that he/she shall not be entitled to prove any claim, either contingent or otherwise, against the Estate of the Customer in respect of any payment(s) made by him/her to the Service Provider in terms of this Suretyship, which will complete with any other claim which the Service Provider may have against the estate of the Customer, save with the consent of the Service Provider first had and obtained.

12.5 The Surety hereby agrees that the Service Provider is hereby authorised and empowered to cede, assign and transfer this Suretyship in its discretion, and on such cession his/her liability shall continue in favour of the cessionary for both the existing liability at the date of the cession and also in respect of any further liability incurred by the Customer with the cessionary arising from a breach of this Agreement;

12.6 The Surety hereby warrant that this Agreement binds the Customer in all respects and that all resolutions and signatures with regard to hereto have been taken and executed properly and should there be any breach of these warranties, the Surety shall assume all liability and every obligation to the Service Provider which this Agreement purported to impose on the Customer;

12.7 The Surety agrees that notwithstanding any part payment by him/her or his/her behalf, he/she shall have no right to any cession or action in respect of such part payment and shall not be entitled to take any action against the Customer in respect thereof unless and until the indebtedness of the Service Provider shall have been discharged in full;

12.8 The Surety agrees that no waiver or release made at any time by the Service Provider of any of its rights hereunder nor any leniency which may be granted by the Service Provider nor the failure by the Service Provider to enforce against the Surety or the Customer any of the undertakings set out in this Suretyship, shall in any way affect the validity of this Suretyship, which shall nevertheless remain in full force and effect;

12.9 For the purposes of enabling the Service Provider to exercise its rights under this Suretyship, the Surety hereby irrevocably nominate, constitute and appoint the Service Provider to be his agent, with power to sign all such documents and do all such other acts, matters and things as may be necessary to give due and proper effect to the terms of this Suretyship.

13. BREACH

13.1 In the event that the Customer breaches any provision of this Agreement and fails to remedy such breach within 3 (three) days' from written notice to this effect, including failure to make due payment in terms hereof, then the Service Provider shall be entitled, without prejudice to any of its other rights, to suspend the Services in whole or in part

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and/or to disconnect the Customer from the Services and/or render the equipment inoperable by whatever means.

13.2 In the event that the Customer fails to remedy such breach within three (3) days after receipt of notice as such, the Service Provider shall be entitled to cancel this Agreement with immediate effect and without any further notice.

14. CANCELLATION

The Service Provider shall be entitled to cancel this Agreement by providing the Customer with thirty (30) days prior written notice to that effect. The Customer shall be entitled to cancel this Agreement by providing the Service Provider with twenty-four (24) hour prior written notice to that effect.

15. LIMITATIONS OF LIABILITY AND INDEMNIFICATIONS

15.1 The Service Provider shall not be liable to the Customer, its employees, agents or sub-contractors or any third party for any consequential, indirect, punitive, special or incidental loss or damage of whatsoever nature and howsoever arising which shall include but shall not be limited to loss of property or loss of profit, business, goodwill, revenue or anticipated savings or any costs, claims or demands of whatsoever nature and howsoever arising, whether out of breach of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability, in delict, law, contract or otherwise, whether asserted against the Service Provider or against the Customer by any third party, any Services performed or undertaken under or in connection with this Agreement, the rendering or non-rendering of the Services, their withdrawal or suspension, or otherwise.

15.2 Without limiting the provisions of clause 18.1 in any way, the Service Provider shall expressly not be liable to the Customer for:

15.2.1 loss or damage arising as a result of lost, damaged or corrupted data; and/or

15.2.2 the failure for any reason whatsoever to supply and/or deliver and/or provide installation of any hardware on a specified date; and/or

15.2.3 Porting the Customer's phone number in accordance with its request; and/or

15.2.4 any delays in or failures to implement a request to port; and/or

15.2.5 any variation of the Customer's phone number; and/or

15.2.6 Rights of the Customer's phone number terminating.

15.3 Nothing contained in this clause shall limit the Customer's liability in respect of charges incurred for the Services.

15.4 The Service Provider depends on third party providers, directly or indirectly, to provide its Services. To the extent permitted by law, the Customer agrees not to hold any third party service provider liable for damages, losses, costs or expenses for any consequential, incidental or indirect losses or for any loss of profits, business, income or interest, or in respect of any claims by third parties arising from or in connection with any act, omission, neglect or default of a third party provider, or the Service Provider where this is a direct result of the third party provider's act or omission, neglect or default.

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16. DOMICILIA AND NOTICES

16.1 The Parties choose as their respective domicilia citandi et executandi for all purposes under this Agreement, whether in respect of notices in terms of this Agreement, court process, or other documents or communications of whatsoever nature (including the exercise of any option) the following addresses:

16.1.1 SERVICE PROVIDER:

Physical & Postal address: 21 Silvergrass Avenue, Montana Boulevard, Montana. Email: info@ring-ring.co.za

16.1.2 CUSTOMER:

As completed on the Customer Order Form

16.2 Either of the Parties may change its domicilium citandi et executandi to another address within the same country, by way of a notice to the other party to this Agreement, provided that such a notice is received by the addressee, at least 7 (seven) calendar days prior to such a change taking effect.

16.3 Any notice addressed to either of the Parties and sent by registered post to it at its chosen address on the fifth (5th) calendar day after posting. In the case of hand delivery at the Party's chosen address to a responsible person on any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, shall be deemed to have been received, unless the contrary is proved, on the day of delivery.

16.4 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium citandi et executandi.

16.5 Any notice sent by fax or e-mail to either of the Parties shall be deemed, unless the contrary is proved, to have been received:

16.5.1 if it is transmitted on any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, within two (2) hours of transmission;

16.5.2 if it is transmitted outside of these times, within two (2) hours of the commencement any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, after it has been transmitted.

16.6 Proof of e-mail delivery shall be sufficient proof of service in the event that a notice is sent via e-mail.

17. LEGAL COSTS

In the event that the Service Provider has to enforce any of its rights in terms hereof against the Customer, or collect any monies due in terms hereof from the Customer or any third party, or institute or defend any action against any third party which litigation is caused by any breach by the Customer, then Customer shall be liable for and hereby consents to the Service Provider's legal expenses being: attorney's fees as calculated on a scale between attorney and own client; disbursements; the cost of counsel on an increased tariff; and collection commission.

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18. FORCE MAJEUR

18.1 Neither of the Parties shall be liable for a failure to perform any of its obligations insofar as it proves:

18.1.1 that the failure was due to an impediment beyond its control;

18.1.2 that it could not reasonably be expected to have taken the impediment and its effects upon the party's ability to perform into account at the time of the conclusion of this Agreement; and

18.1.3 that it could not reasonably have avoided or overcome the impediment or at least its effects.

18.1.4 An impediment, as aforesaid, may result from events such as the following, this enumeration not being exhaustive:

18.1.4.1 war, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage; natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning; explosions, fires, destruction of machines, factories and any kind of installations; boycotts, strikes and lock-outs of all kinds, go-slows, occupation of factories and premises and work stoppages; acts of authority, whether lawful or unlawful, apart from acts from which the party seeking relief has assumed the risk by virtue of any other provisions of this Agreement.

18.2 For the purposes of this clause "impediment" does not include lack of authorizations, of licenses, of permits or of approvals necessary for the performance of this Agreement and to be issued by the appropriate public authority.

18.3 Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date upon which the party seeking relief gives Notice of the impediment relied upon and shall terminate upon the date upon which such impediment ceases to exist; provided that if such impediment continues for a period of more than sixty (60) days either of the Parties shall be entitled to terminate this Agreement.

19. CONFIDENTIALITY

During the course of this Agreement, each Party may disclose to another Party certain proprietary information (including trade secrets, know-how, software, techniques, product plans, marketing plans, customers, inventions, improvements and research data) ("Confidential Information") of a character regarded by the disclosing Party as confidential. Each Party and each of its Associates, directors, officers, employees, representatives, agents or professional advisers to whom disclosure is made shall hold all Confidential Information and the terms of this Agreement in confidence, and shall not disclose such information to any third party or apply it to uses other than the recipient's performance of this Agreement.

20. COUNTERPARTS

This agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same agreement. Any party may enter into this agreement by signing any such counterpart which. Electronic signature, signature on a faxed copy, copy, or e-mailed copy shall be sufficient signature.

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21. CO-OPERATION AND SUPPORT

The Parties undertake at all times to do all such things, perform all such actions and take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and/or import of this Agreement.

22. JURISDICTION

The Parties consent to the jurisdiction of the Gauteng High Court, South Africa.

23. GENERAL

23.1 This Agreement shall be interpreted and construed in accordance with the Laws of the Republic of South Africa.

23.2 This Agreement shall be binding upon the Parties, their heirs, administrators, lawful successors-in-title and permitted assigns.

23.3 This Agreement comprises the sole Agreement between the Parties relating to the transactions referred to and supersedes and replaces any previous agreements between the Parties, whether written or oral.

23.4 No amendment, variation, addition to, deletion of, waiver, suspension or consensual cancellation of the whole of this Agreement or any provision hereof (including this clause), shall be of any force or effect, unless reduced to writing and signed by or on behalf of the Parties.

23.5 No indulgence, latitude or extension of time (for convenience, "indulgences"), which any Party may show any other Party, shall be deemed to comprise a waiver by the Grantor, nor constitute any novation, nor give rise to any defence based on the principle of Estoppel (nor create any precedent) and notwithstanding any such prior indulgences, the Parties shall, at all times, be entitled to rely upon and demand a prompt compliance with the provisions this Agreement (and of the obligations of the other Parties).

23.6 No Party shall be entitled to cede, assign or otherwise delegate wholly or in part any of its obligations under this Agreement without the express prior written consent of the other Party.

23.7 The provisions of this Agreement are severable and divisible as to each provision or part thereof, and should any provision or part thereof be found to be invalid or unenforceable by a competent Court, such a finding shall, subject to the Order of such Court, not affect the validity and/or enforceability of the remaining provisions or parts thereof.

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