

1. TERMS OF BUSINESS

1. SOLE AGREEMENT

- 1.1 The Terms of Business means the terms and conditions detailed herein.
- 1.2 These Terms of Business, the proposal/quotation/sample submission form and any attachments forming part thereof and any letter of appointment or confirmation of appointment (collectively “**the Agreement**”) constitutes the sole Agreement relating to the services to be rendered.
- 1.3 In the event of conflict or discrepancy between the above documents, the following order or precedence shall apply unless expressly agreed otherwise in writing:
 - 1.3.1 Sample Submission Form/Proposal/Quotation;
 - 1.3.2 Terms of Business;
 - 1.3.3 Letter/ Confirmation of Appointment.
- 1.4 This Agreement is equally applicable to the offices of AssureCloud may operate as it is to the client’s sites of operations, commonly referred to as multi-site operations.

2. PURPOSE AND OBJECTIVES

- 2.1 The Terms of Business as set out herein shall govern the relationship between Aspirata Auditing Testing and Certification Proprietary Limited (“**AssureCloud**”) and the Client, which means any individual or entity at whose request or on whose behalf AssureCloud undertakes any business or provides services (“**Client**”) upon acceptance of a quote and/or submission of the sample submission form by the Client.
- 2.2 For the avoidance of any uncertainty, all prior communication between the Parties is excluded, save insofar as it has been expressly included in these Terms of Business, read together with the quote, sample submission form and or Letter/Confirmation of Appointment.

3. ASSURECLOUD UNDERTAKING

- 3.1 AssureCloud shall exercise reasonable skill, care and diligence in the performance of the services.
- 3.2 As an accredited laboratory, AssureCloud shall, comply with the conduct of the Accreditation Bodies.

4. CONTRACTING PARTIES’S RELATIONSHIP

- 4.1 The Parties acknowledge that, unless otherwise agreed in writing, no partnership, joint venture, employment or relationship other than that of independent entities, shall come into existence between them by reason of the conclusion of the Agreement.

- 4.2 None of the Parties has authority to bind the other in any way without the other’s written consent.
- 4.3 Neither of the Parties will be restricted from rendering similar services to third Parties.
- 4.4 AssureCloud shall give the client due notice of any changes to its requirements for performance of the required services.

5. ACCURACY OF INFORMATION

- 5.1 Unless specifically otherwise agreed, AssureCloud shall be entitled to rely on the accuracy of information supplied by the other party for purposes of rendering the services.

6. PUBLICLY AVAILABLE INFORMATION

- 6.1 Relevant Information describing the Testing process conducted by AssureCloud shall be maintained and be publicly available or provided on request, including;
 - 6.1.1 Scope of accreditation;
 - 6.1.2 Complaints procedure; and
 - 6.1.3 Geographical areas of operations.

7. ENGAGEMENT WITH THE COMPANY

- 7.1 Should the Client require AssureCloud to provide any Services to the Client, the Client shall engage AssureCloud and provide details of the Services required. Alternatively, once engaged by the Client, AssureCloud shall provide the Client with advice on the Services required in order to meet the needs of the Client.
- 7.2 Following the initial engagement with the Client, AssureCloud shall proceed to generate the quotation and/or sample submission form and/or Proposal for the rendering of the Services to the Client. For matters of an urgent nature AssureCloud shall attend thereto on the instructions on the Client and thereafter issue an Invoice for the work completed.
- 7.3 Any oral instructions from a Client must be confirmed in writing to a representative of AssureCloud who is duly authorised to execute on such instructions. Oral instructions from a Client which have not been confirmed in writing to a duly authorised representative of AssureCloud shall not in any way be binding upon AssureCloud, however AssureCloud may, in its sole and absolute discretion, act thereon in which instance such instruction shall be subject to these Terms of Business.

8. CONDITIONS FOR QUOTES AND/OR SAMPLE SUBMISSION FORM

- 8.1 Following the initial engagement with the Client and should the needs of the Client not be of an urgent nature,

AssureCloud shall issue a quote and/or a sample submission form to the Client which shall be based on the information and/or documentation supplied by the Client.

- 8.2 AssureCloud shall be entitled by notice to the Client to cancel any Quote (whether or not approval was received for such Quote) and its rendering of the Services in the event that it becomes either impracticable or uneconomical for AssureCloud to carry out the Services in terms of the Quote and the Client shall have no claim whatsoever against AssureCloud for any damages or loss that the Client may incur as a result of AssureCloud cancelling the Quote

9. ADDITIONAL SERVICES

- 9.1 AssureCloud will notify the Client in writing should any additional Services be required to ensure the effective rendering of the Services.
- 9.2 Should the Client not accept such additional Services, AssureCloud will cease operations and the Customer will be liable for the payment of the Services rendered to date.

10. APPOINTMENT OF SUB-CONTRACTOR

- 10.1 Where the Client instructs AssureCloud to perform any Services, such Service may be supplied or performed either by AssureCloud or by AssureCloud engaging third party service providers to provide part or all of the Services on such Terms of Business that may be negotiated between AssureCloud and such third parties.
- 10.2 When AssureCloud engages third parties to supply or perform, in whole or part, the Services which it has agreed to supply or perform, AssureCloud will notify the Clients of the engagement of such third party and the Client expressly consents to the appointment of a third party by accepting these Terms of Business.
- 10.3 Where AssureCloud engages third parties to provide any Services, AssureCloud bear no responsibility or liability whatsoever to the Client for any act or omissions of such third party. The Client expressly acknowledges that any claim it may have arising from damages suffered as a result of any act or omission of a third party shall lie solely with such third party and the Client waives any right to enforce such claim against AssureCloud.
- 10.4 These Terms of Business shall apply *mutatis mutandis* to a third party instructed by the Company.

11. ACCEPTANCE OF THE SERVICES

- 11.1 The Client is required to inspect the Services and accept the quality thereof as soon AssureCloud has notified the Client that the work is completed.
- 11.2 If the acceptance is delayed through no fault of AssureCloud's own, the acceptance shall be deemed to have taken place 7 (seven) days after notification to the Client of the completion of the work, unless a longer time period has been agreed in writing between the Parties.
- 11.3 Acceptance removes any liability on the part of AssureCloud for any defects that were identifiable at the time of acceptance.

12. TERMS OF PAYMENT

- 12.1 Invoices for services rendered, shall be submitted monthly or according to deliverables agreed upon.
- 12.2 VAT shall be charged at the relevant rate.
- 12.3 Payment shall be made in full on the agreed date or within 30 (thirty) days of the date of issue of the invoice and subject to the approval of the submitted Credit Facility Application.
- 12.4 "Business Day" means any day which is not a Saturday, Sunday or a public holiday in the Republic of South Africa (within the meaning of the Public Holidays Act No. 36 of 1994).
- 12.5 If any payment to be made by the Client pursuant to these Terms of Business falls due for payment on a day which is not a Business Day, then such Party shall make such payment on the following Business Day.
- 12.6 In the event of late payment, interest shall be charged at the overdraft interest rate AssureCloud is charged by its bank plus 2 (two) percentage points per annum compounded monthly calculated from the due date of payment.
- 12.7 Unless a reasonable written query is received by the AssureCloud from the Client within 5 (five) Business Days after the Client has received the invoice from AssureCloud, the Client waives and abandons any right to dispute the contents of such invoice and the contents of the invoice shall be deemed to be correct.
- 12.8 All payments by the Client to the AssureCloud shall only be made into the bank account nominated by the company in writing.
- 12.9 All payments to be made pursuant to these Terms of Business shall be made by electronic funds transfer and shall be deemed to be made when they are received by AssureCloud and shall be accounted for accordingly.
- 12.10 All payments to be made pursuant to these Terms of Business by the Client shall, save as expressly provided for in these Terms of Business, be made without the cost of transfer of funds and free of

exchange or other deduction and without the right of deferment or avoidance by virtue of any counterclaim or set-off.

- 12.11 Unless specifically incorporated in the quotation/proposal, expenses incurred shall be reimbursed on a monthly basis as an additional charge.

13. AGREEMENT DURATION

- 13.1 The Agreement shall commence on the date of signature be signed in counterparts and shall unless terminated as provided for herein, endure until the services has been delivered and AssureCloud has received payment for such services in full.
- 13.2 The Agreement may be terminated (a) by agreement with one (1) calendar month's written notice or (b) in the event of breach by either Party, which the defaulting Party failed to remedy within 14 (fourteen) days after receiving the notice from the other party specifying the breach and requiring its remedy or (c) by either party with immediate effect in the event of bankruptcy, insolvency or similar proceedings being instituted against the other party.
- 13.3 Termination shall not prejudice the accrued rights or claims and liabilities of the parties.
- 13.4 All terms of this Agreement that are intended by their nature to survive termination of this Agreement shall survive the termination and remain in full force, including but not limited to the terms concerning fees and payment, disclaimers, limitations and indemnities.

14. LIMITATION OF LIABILITY

- 14.1 The Parties shall under no circumstances be liable for:
- 14.1.1 any special or consequential damage suffered by either Party or any third party arising from the Products or the Services;
- 14.1.2 any unforeseeable loss which neither Party envisaged at the time the quote and/or sample submission form and/or Proposal was accepted;
- 14.1.3 any loss, damage or injury suffered by either Party as a result of any third-party interfering with the Services supplied by AssureCloud;
- 14.1.4 any damage or loss howsoever suffered by either Party or a third party after a period of 30 (thirty) days of completion of the Services.
- 14.2 Should a court of law find that AssureCloud is liable for loss or damages suffered by the Client or a third party for any reason whatsoever, then the Client expressly agrees that such liability shall be limited to the value of the sample submission form submitted to by AssureCloud, or in instances where no sample submission form has been submitted, the value of the

Services rendered as stipulated on the Invoice issued by AssureCloud.

15. INDEMNIFICATION

- 15.1 The Client unconditionally and irrevocably agrees to indemnify and hold AssureCloud harmless for all damages and losses suffered by the Client or claims and/or actions instituted against the Client by any third party in respect of AssureCloud's breach of its obligations and undertakings in terms of these General Terms and Conditions.

16. CONFIDENTIALITY

- 16.1 Neither Party shall disclose confidential information relating to the other Party or this Agreement, without the prior written consent of the other Party.
- 16.2 Confidential information disclosed, shall only be used for purposes of this agreement and then on a need to know basis, this shall include disclosing Client files to the relevant Accreditation Bodies with the purpose of evaluating AssureCloud's conformance to Accreditation requirements.
- 16.3 When the laboratory is required by law or authorised by contractual agreements to release confidential information, the customer shall, unless prohibited by law, be notified of the information provided.

17. INTELLECTUAL PROPRIETARY

- 17.1 For the purposes of this clause, intellectual property rights shall mean: any know-how, domain name, logo, invention, patent, provisional patent, trademark, written content, copyright material, get-up, digital content, service mark process, process methodology, utility model, design right, semi-conductor topography right, database right, whether or not it is patented or registered and specifically includes any other proprietary right in and to any business plan and proposal, business process and functional and technical specification and any related material and any and all other identical and/or similar intellectual property as may exist which is not in the public domain and any and all applications for registration of such intellectual property, belonging to a Party to this Agreement ("Intellectual Property").
- 17.2 Both Parties retain all of the Intellectual Property rights and ownership in relation to, including any proprietary rights, in respect of their Intellectual Property and their Intellectual Property shall not be or become the property of the other Party. Both Parties acknowledge the subsistence of the Intellectual Property rights to the other Party's Intellectual Property, as well as the

lawfulness and validity or such rights. Both Parties acknowledge that the other Party, as owner and proprietor of its Intellectual Property, may in any manner whatsoever make such alterations, modifications, abridgements, mutilations, distortions, destructions, further distributions, publications and commercialisation to the Intellectual Property that they deem fit, no matter how substantial it might be.

- 17.3 The Service Provider shall not be permitted to, modify and/or reverse engineer the Intellectual Property of the Customer, or create derivative works of the Intellectual Property of the Customer, sub-licence the Intellectual Property of the Customer to any third parties; and/or to use the Intellectual Property of the Customer for any purposes other than performing its obligations in terms of this Agreement. The Service Provider shall not allow access to any other party, including any representative of the Service Provider, without the prior written consent of the Customer. The Service Provider shall under no circumstance be entitled to restrict, block and/or cause any direct and/or indirect hindrance to Customer's access to the Customer's Intellectual Property and/or any backups thereof.

18. ARBITRATION

- 18.1 Any dispute arising from this agreement shall first be resolved through good faith negotiations between the Parties at senior management level, failing which shall dispute shall be finally settled through arbitration by a single arbitrator.
- 18.2 Arbitration proceedings shall be in accordance with the rules and procedures or the Arbitration Foundation of South Africa.

19. ASSIGNMENT/SUBCONTRACTING

- 19.1 Neither Party may assign, sublet or transfer any right or obligation hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.

20. RETENTION OF RECORDS

- 20.1 Unless specifically required otherwise by legislation, all records and files pertaining to this Agreement shall be destroyed after 10 (ten) years from the completion of the Services.

21. CANCELTION

- 21.1 Following the acceptance of a Quote and/or submission of the Sample Submission Form, the Client shall be liable for the full cost of any Services rendered in full or

in part, in respect of any cancelled Services by AssureCloud.

22. GENERAL WARRANTIES

- 22.1 Each Party hereby makes the representations and warranties set out in this clause to the other Party:
- 22.1.1 that they have the power to enter into, perform and deliver, and have taken all necessary actions to authorise their entry into, performance and delivery of, these General Terms and Conditions and the obligations contemplated by these General Terms and Conditions;
- 22.1.2 these General Terms and Conditions is executed by a duly authorised representative of that Party;
- 22.1.3 no limit on their powers will be exceeded as a result of any obligation contemplated in these General Terms and Conditions;
- 22.1.4 there are no actions, suits or proceedings or regulatory investigations pending or, to that Party's knowledge, threatened against or affecting that Party before any court or administrative body or arbitration tribunal that might affect the ability of that Party to meet and carry out its obligations under these General Terms and Conditions;
- 22.1.5 any consents from any third party which may be required in order for it to perform its obligations in terms of these General Terms and Conditions have been obtained; and
- 22.1.6 the obligations expressed to be assumed by it in terms of these General Terms and Conditions are legal and valid obligations binding on it and enforceable against it in accordance with the terms thereof.
- 22.2 Except as expressly stated in these General Terms and Conditions, all warranties and conditions, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

23. FORCE MAJEURE

- 23.1 A Party shall be deemed not to be in breach of these Terms of Business nor shall it be liable to the other Party for any loss or damage to the extent that the delay or non-performance is due to any acts of God, storms, floods, demurrage, strike, acts of war, war-like operation, interference by civil or military authorities, terrorism, arson, rebellion, riot, civil commotion, civil unrest, armed hostility, lockout, lockdown, interference of trade unions, go-slow by labour or the introduction, imposition or any change in law or order or any circumstances arising or action taken beyond or outside the reasonable control of a Party, provided such Party

has notified the other Parties in writing within 10 (ten) Business Days of such occurrence.

- 23.2 A Party shall be entitled to terminate these Terms of Business by written notice to the other Parties, should an event as contemplated in clause 23.1 above persist continuously for a period of 90 (ninety) days or more.

24. BREACH

- 24.1 Should any Party (“Defaulting Party”) commit a breach of any provision of these Terms of Business and fail to remedy such breach within 10 (ten) Business Days from the date of written notice from the other Party to these Terms of Business (“Aggrieved Party”) calling upon it to do so, the Aggrieved Party shall without prejudice to any other rights available to the Aggrieved Party, have the right either:
- 24.1.1 to cancel these Terms of Business; or
 - 24.1.2 to take whatever action may be necessary to enforce its rights under these Terms of Business, and in either event to claim such damages as it may have suffered as a result of such breach of contract.
- 24.2 The Defaulting Party shall be liable for all costs and expenses (all legal costs calculated on an attorney and client scale) incurred by it and the Aggrieved Party as a result of or in connection with the breach.

25. GOVERNING LAW

- 25.1 The Terms of Business shall be governed by and interpreted in accordance with the law of the Republic of South Africa and the Client consents to the exclusive jurisdiction of the courts of the Republic of South Africa.

26. CONSUMER PROTECTION ACT

- 26.1 To the extent that:
- 26.1.1 the Client satisfies the definition of a “Consumer” as defined in the Consumer Protection Act No. 68 of 2008 (“CPA”); and
 - 26.1.2 any provision contained in the Terms of Business is invalid, illegal or unenforceable as a result of the application of the CPA,
- 26.2 such provision shall be deemed to be amended to the limited extent necessary to comply with the CPA.

27. DATA PROTECTION AND PRIVACY

- 27.1 Both Parties undertakes to comply with the Protection of Personal Information Act No. 4 of 2013 (“POPI”).
- 27.2 “Processing” shall have the meaning ascribed thereto in terms of POPI and “Process” shall have a similar meaning as the context requires.

- 27.3 To the extent that a Party receives Personal Information from another Party, such Party shall take reasonable technical and/or organisation measures to prevent:
- 27.3.1 loss of, damage to or unauthorised destruction of such Personal Information; and
 - 27.3.2 unlawful access to or Processing of Personal Information.
- 27.4 In order to give effect to clause 27.3, such Party must take reasonable measures to:
- 27.4.1 identify all reasonably foreseeable internal and external risks to Personal Information in its possession or under its control;
 - 27.4.2 establish and maintain appropriate safeguards against the risks identified;
 - 27.4.3 regularly verify that the safeguards are effectively implemented; and
 - 27.4.4 ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.
- 27.5 The Parties shall have due regard to generally accepted information security practices and procedures which may apply to them or be required in terms of specific industry rules and regulations.
- 27.6 The Parties shall only Process Personal Information on behalf of another Party:
- 27.6.1 with the knowledge or authorisation of the other Party; and
 - 27.6.2 must not disclose it, unless required by law or in the course of the proper performance of its duties.
- 27.7 The Parties shall immediately notify one another if there are reasonable grounds to believe that Personal Information has been accessed or acquired by any unauthorised person.
- 27.8 The Parties shall take all reasonable steps to ensure their agents, subcontractors, affiliates and subsidiaries comply with the provisions of POPI, where the agents, subcontractors, affiliates and/or subsidiaries are Processing Personal Information relating to these Terms of Business. To the extent that any agents, subcontractors, affiliates and/or subsidiaries of such Party are given access to Personal Information relating to these Terms of Business, such Party will ensure that such agents, subcontractors, affiliates and/or subsidiaries comply with the provisions of this clause by having them enter into written agreements upon the same substantial terms as contained in this clause.
- 27.9 This clause is a separate, divisible agreement from the rest of these Terms of Business and shall remain in effect even if these Terms of Business terminates, is nullified, or cancelled for any reason or cause.

28. CESSION AND ASSIGNMENT

28.1 Neither Party shall be entitled to cede, assign or delegate any of its rights and/or obligations in terms of or arising from these Terms of Business to any third party without the prior written consent of the Party, which consent shall not be unreasonably withheld.

29. INTERPRETATION

- 29.1 In these Terms of Business, unless the context requires otherwise:
- 29.1.1 words importing any one gender shall include the other gender;
 - 29.1.2 the singular shall include the plural and vice versa;
 - 29.1.3 "in writing" shall also include e-mail;
 - 29.1.4 "written notice" shall include notice given by means of e-mail; and
 - 29.1.5 a reference to natural persons shall include created entities (corporate or unincorporated) and vice versa.
- 29.2 In these Terms of Business, the headings have been inserted for convenience only and shall not be used to assist or affect its interpretation.
- 29.3 Any reference in these Terms of Business to an enactment is to that enactment as amended or re-enacted from time to time.
- 29.4 When any number of days are prescribed in these Terms of Business, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day.
- 29.5 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail in these Terms of Business.
- 29.6 Words and/or expressions defined in any clause in the body of these Terms of Business shall, unless the application of such words and/or expressions is specifically limited to that clause, bear the meaning so assigned to it throughout these Terms of Business.
- 29.7 The contra proferentem rule shall not apply and accordingly, none of the provisions hereof shall be construed against or interpreted to the disadvantage of the Party responsible for the drafting or preparation of such provisions.
- 29.8 The eiusdem generis rule shall not apply and accordingly, whenever a provision is followed by the word "including" followed by specific examples, such examples shall not be construed to limit the ambit of the provision concerned.
- 29.9 The expiration or termination of these Terms of Business shall not affect such of its provisions if expressly provided that they will continue to apply,

after such expiration or termination or which of necessity must continue to apply after such expiration or termination.

29.10 This is a separate, divisible agreement from the rest of these Terms of Business and shall remain in effect even if these Terms of Business terminates, is nullified, or cancelled for any reason or cause.

30. GENERAL

- 30.1 These Terms of Business contains the entire agreement between the Parties as to the subject matter hereof.
- 30.2 No Party shall have any claim or right of action arising from any undertaking, representation or warranty not included in these Terms of Business.
- 30.3 No failure by any Party to enforce any provision of these Terms of Business shall constitute a waiver of such provision or affect in any way that Party's right to require performance of any such provision at any time in the future, nor shall the waiver of any subsequent breach nullify the effectiveness of the provision itself.
- 30.4 No agreement to vary, add to or cancel these Terms of Business shall be of any force or effect unless reduced to writing and signed by or on behalf of all the Parties, which signature shall exclude any form of electronic signature, save for any electronic signature simulating a Party's physical signature and placed onto these Terms of Business by that Party or with the prior authorisation of that Party.
- 30.5 It is agreed that each clause and sub-clause of these Terms of Business is severable, the one from the other, and if any clause or sub-clause is found to be defective or unenforceable for any reason by any competent court, then the remaining clauses and sub-clauses shall continue to be of full force and effect.
- 30.6 Each Party warrants that it is acting as a principal and not as an agent for an undisclosed principal.
- 30.7 The Parties hereby consent to the non-exclusive jurisdiction of the High Court of Republic of South Africa ("RSA") in connection with any action which either Party to these Terms of Business may institute in connection with these Terms of Business and that these Terms of Business shall be governed in accordance with the laws of RSA.
- 30.8 These Terms of Business shall be binding on and enforceable by and against the estates, heirs, executors, administrators, trustees, assigns, cessionary, successors in title, liquidators, curators, business rescue practitioners or other legal representatives, as the case may be, of the Parties.
- 30.9 This clause is a separate, divisible agreement from the rest of these Terms of Business and shall remain in effect even if these Terms of Business terminates, is nullified, or cancelled for any reason or cause.

31. INDEPENDENT ADVICE

The Parties acknowledge that they have been free to secure independent legal and other advice as to the nature and effect of all the provisions of these Terms of Business and that they have either taken such independent legal and other advice or dispensed with the necessity of doing so. Further, each of the Parties acknowledges that all the provisions of these Terms of Business and the restrictions herein contained have been negotiated as between it and the other Party hereto and are part of the overall intention of the Parties in connection with these Terms of Business.

32. ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS

- 32.1 These Terms of Business are entered into between the Client and AssureCloud.
- 32.2 By accepting the Quote and/or submission of the sample submission form, the Client acknowledges that he/she/it has read and understands the content of the Terms of Business and agrees to be bound thereby.
- 32.3 Written acceptance of the Quote and/or submission of the sample submission form by the Client, including acceptance via electronic means, shall constitute acceptance of these terms and conditions.
- 32.4 The persons accepting these Terms of Business in a representative capacity warrant their authority to do so.
- 32.5 The Parties record that it is not a requirement for these Terms of Business to be valid and enforceable that a Party shall initial and sign the pages of these Terms of Business and/or have its signature of these Terms of Business verified by a witness.
- 32.6 This clause is a separate, divisible agreement from the rest of for these Terms of Business and shall remain in effect even if for these Terms of Business terminates, is nullified, or cancelled for any reason or cause.

By giving your authorisation on this document you are agreeing to the terms of business and will be liable for the cost.