

Please Note:

This Agreement is not a maintenance or service contract. The ongoing maintenance and repair of equipment sold or lease in terms of this Agreement is excluded from OneSpace Technologies (Pty) Ltd's obligations under this Agreement.

THE GATE BOOK - STANDARD TERMS OF TRADE**PARTIES:**

- 1. THE ONESPACE TECHNOLOGIES (PTY) LIMITED**
- 2. THE CLIENT IDENTIFIED IN TABLE 1**

Table 1 – Identification of Client

Registered Name	
Registration Number	
VAT Registration Number	
Physical Address	
Telephone Number	
Email Address	
Contact Representative	
Representative's Cell Number	
Representative's Email Address	

1. DEFINITIONS

- 1.1 "Access Station" means an entry, passage and / or exit control point on the perimeter of or within the Site, where a Device is put into use by or on behalf of the Client, as identified in the Take-On Form;
- 1.2 "Agreement" means these Standard Terms read with the relevant in force Take-On Form concluded between the Parties from time to time;
- 1.3 "Client" means the client Party identified in Table 1;
- 1.4 "Contract Charge" means (i) the rental, purchase price, license fee, installation fee and / or any other amount identified as payable by the Client to ONESPACE in a Take-On Form and / or (ii) all other amounts payable by the Client to ONESPACE in terms of these Standard Terms including but not limited to damages and / or repair charges, and "Contract Charges" has a corresponding meaning;

- 1.5 “Device” means a rechargeable, battery operated, hand-held scanning device, operating using the Software, intended for recording Transaction Data and relaying it to the Website, including its recharge docking station and either a subscriber identification module (ie “sim card”), router or wireless access point, depending on the technology available at the Site, as specified in the Take-On Form and including any replacement Device;
- 1.6 “Insurable Value” means the deemed market value of a Device at the time of delivery as stated in a Take-On Form, failing which the reasonable market value of a new Device;
- 1.7 “Laws” means all primary legislation promulgated by the legislature and all delegated legislative instruments, including but not limited to all regulations and all municipal bylaws, of the of the Republic of South Africa and / or jurisdiction of the Site;
- 1.8 “Login Profile” means the personalized username and password login profile chosen by the Client to control access to the Client’s account on the Website;
- 1.9 “Parties” means ONESPACE and the Client and “Party” means either one of them;
- 1.10 “Signature Date” means the date on which the last Party to sign these Standard Terms does so;
- 1.11 “Site” means the premises where a Device is put into use by or on behalf of the Client, as identified in the relevant Take-On Form;
- 1.12 “Software” means the computer software which causes the Transaction Data recorded by the Device to be automatically relayed to ONESPACE’s cloud based server where it is stored and integrated with the Transaction Data collected from all Devices in operation at the Site and from where it can be collated and reviewed via the Website in a set of standardized reporting permutations, including all versions and features thereof presently existing and as enhancement and developed from time to time in the future;
- 1.13 “Standard Terms” means these standard terms of trade of ONESPACE;
- 1.14 “ONESPACE” means OneSpace Technologies (Pty) Ltd, registration number 2020/115413/07;
- 1.15 “Take-On Form” means the separate written agreement concluded between the Parties in terms of which ONESPACE leases or sells a single Device or multiple Devices to the Client subject to the provisions of these Standard Terms;

- 1.16 "Transaction" means a single entry, passage or exit activity of a person and / or vehicle at an Access Station which is recorded by a Device;
- 1.17 "Transaction Data" means certain data which is recorded by a Device to generate a record of a Transaction, such as an identity document, driver's license and / or motor vehicle registration letters and numbers, identified as the "workflow" in the Take-On Form;
- 1.18 "Website" means the Client's account on the website operated by ONESPACE, on which the Client can access and review the Transaction Data.

2. INTERPRETATION

- 2.1 The Agreement includes all of the schedules or annexures to the Agreement (if any).
- 2.2 The headings of the clauses in the Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of the Agreement nor any clause hereof.
- 2.3 Unless a contrary intention clearly appears words importing any one gender includes the other two genders; the singular includes the plural and vice versa; and natural persons include created entities (incorporated or unincorporated) and vice versa.
- 2.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on a Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision of the Agreement.
- 2.5 Expressions defined in the Agreement bear the same meanings in the schedules or annexures to the Agreement and the Take-On Form (if any).
- 2.6 In the event of conflict between the Agreement and the schedules or annexures to the Agreement (if any), the provisions of the Agreement shall prevail, save to the extent that any provision expressly provides otherwise.
- 2.7 If a term is defined within the context of a clause in the Agreement, that definition shall, unless it is clear from that clause that the definition has limited application to it, have the same meaning throughout the Agreement.
- 2.8 The rule that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract (the Contra Proferentem Rule), shall not apply to the interpretation

of the Agreement.

- 2.9 The words "include", "including" and "in particular" shall not be interpreted as limiting the generality of any preceding word/s or introducing an exhaustive list.
- 2.10 Any reference in the Agreement to any other agreement, document or statute shall be interpreted as a reference to such other agreement, document or statute as same may have been amended varied, novated or supplemented, or may from time to time hereafter be, amended, varied, novated or supplemented.
- 2.11 Any reference in the Agreement to any legislative provision is deemed to include any subordinate or delegated legislation.
- 2.12 Where in the Agreement a number of days is provided for between the happening of one event and another, the number of days must be calculated by excluding the day on which the first event occurs; including the day on or by which the second event is to occur.
- 2.13 Where in the Agreement figures are referred to in numerals and in words, the words shall prevail if there is any conflict between them.
- 2.14 The provisions of the preamble, introduction and other recordals in the Agreement are binding on the Parties and are not intended to be merely informative.
- 2.15 The termination or cancellation of in the Agreement shall not affect the operation of clauses which are intended to remain in force.
- 2.16 Where in the Agreement provision is made for the giving of a notice, the notice shall be given in writing, which may include an electronic data message.

3. STANDARD TERMS OF TRADE

- 3.1 An Agreement is concluded between the Parties when a Take-On Form is concluded between the Parties, subject to these Standard Terms.
- 3.2 Each and every Take-On Form concluded between the Parties from time to time shall be automatically subject to and read with these Standard Terms.
- 3.3 The Client is deemed to have waived the right to disavow liability on the basis that the relevant Agreement or the Client's acceptance was not accompanied by the Client's official or

correct order number or did not contain any other information material to the Client.

- 3.4 No terms contrary to these Standard Terms shall apply between the Parties unless they are agreed to in writing by the Parties accompanied by handwritten signatures.
- 3.5 Where contrary terms are agreed to in a Take-On Form they shall apply only in respect of the specific Agreement concluded by way of that Take-On Form and shall not constitute a general amendment of these Standard Terms.
- 3.6 Contrary terms agreed to between the Parties shall not constitute a general amendment of these Standard Terms unless the Parties expressly agree in writing, accompanied by handwritten signatures, that a general amendment of these Standard Terms is effected.
- 3.7 These Standard Terms may be amended or replaced by ONESPACE from time to time without prior notice, provided that the amendment or replacement shall not apply in respect of any Agreement which is in force at the time.

4. LEASE OR SALE

- 4.1 The Agreement between the Parties will take on either one of the following permutations:
 - 4.1.1 the leasing of a Device and the associated licensing of the Software by ONESPACE to the Client; or
 - 4.1.2 the sale of a Device and the associated licensing of the Software by ONESPACE to the Client.
- 4.2 The Take-On Form will specify whether the Parties have concluded a lease or a sale in relation to an identified Device.

5. TAKE-ON FORM

- 5.1 A Take-On Form shall be open for acceptance by the Client for the period of 30 calendar days from the date of issue of the Take-On Form by ONESPACE ("Acceptance Period").
- 5.2 In the event that a Take-On Form has not been accepted by way of the Client's signature within the Acceptance Period, the Take-On Form shall automatically lapse. In the event that the Client accepts a Take-On Form after it has lapsed, such acceptance shall not give rise to

an Agreement unless ONESPACE gives the Client written consent to the late acceptance of the Take-On Form accompanied by handwritten signature.

5.3 The Take-On Form will record the Agreement between the Parties with limitation to the Devices identified in the Take-On Form. If the Client subsequently obtains additional Devices from ONESPACE, a separate Take-On Form will be concluded between the Parties with limitation to the additional Devices.

5.4 In the event of the lease of a Device, a Take-On Form will record, amongst other things, the details of the Agreement between the Parties as to:

5.4.1 the commencement date and period of the lease;

5.4.2 the description of the Device to which the lease applies;

5.4.3 the rental rate for the Device.

5.5 In the event of the lease of a Device:

5.5.1 the license of the Software will be automatically part of and run parallel with the lease;

5.5.2 the rental rate of the Device will be inclusive of the Software license fee;

5.5.3 the period of the Software license will be the same as the period of the lease.

5.6 In the event of the sale of a Device, a Take-On Form will record, amongst other things, the details of the Agreement between the Parties as to:

5.6.1 the description of the Device;

5.6.2 the purchase price for the Device;

5.6.3 the commencement date and period of the Software license;

5.6.4 the Software license fee for the Device.

5.7 The period of lease and / or license of one Take-On Form might overlap that of another Take-On Form. Each Take-On Form will specify its own period of operation. Consequently, the termination of one Take-On Form by the effluxion of time shall not trigger the termination of

another Take-On Form which is still in operation.

- 5.8 Likewise, the termination or cancellation of one Take-On Form on written notice shall not trigger the termination of another Take-On Form in respect of which notice of termination or cancellation has not been given.
- 5.9 In anticipation of the termination of a Take-On Form by the effluxion of time, the Parties shall meet to review the terms of the Take-On Form and negotiate and agree on its renewal.
- 5.10 Unless provided for to the contrary in a Take-On Form, the lease and / or license recorded in a Take-On Form shall automatically renew on an annual basis following the lapsing of its specified period, on the same terms, and shall thereafter be capable of termination by either party on one calendar month's written notice to the other Party without cause prior to the lapsing of the lease and / or license.
- 5.11 It is a condition of every lease and sale of a Device that the Software licensed by ONESPACE be the exclusive Software used in conjunction with the Device.
- 5.12 Contract Charges are subject to an annual escalation at the rate of 8%.

6. DATA COMMUNICATION

- 6.1 The Take-On Form may specify the Contract Charges in respect of the means of receiving and transmitting Transaction Data between the Device and the Website by way of an allocated quantity of data required on a monthly basis.
- 6.2 In the event that the Client exceeds the quantity of data recorded in the Take-On Form an additional reasonable data fee shall become payable by the Client, based on the data rates specified in the Take-On Form, failing which a reasonable data fee.
- 6.3 In the event that Contract Charges for any means of receiving and transmitting Transaction Data between the Device and the Website are not provided for in the Take-On Form, the cost, procurement, installation, maintenance and repair thereof shall be the responsibility or and be borne directly by the Client directly with the relevant third party supplier.

7. TRANSFER OF OWNERSHIP AND RISK

- 7.1 Ownership of a Device which in terms of the Take-On Form is subject to a lease will remain

with ONESPACE at all times.

- 7.2 Ownership of a Device which in terms of the Take-On Form is subject to a sale will remain with ONESPACE until fully paid for by the Client.
- 7.3 Unless expressly agreed in writing to the contrary, accompanied by handwritten signatures, ONESPACE prohibits and may prevent the use and enjoyment of any Device, goods and / or materials delivered to the Client until fully paid for.
- 7.4 As long as a Device is subject to retention of ownership in favour of ONESPACE, the Client may not encumber or dispose of the Device.
- 7.5 Risk in a Device, whether subject to lease or sale, will transfer to the Client on delivery to the Client at the Site or the client's nominated delivery address or courier. If the Client or its courier takes delivery from ONESPACE, then risk will transfer when the Client or its courier are in possession of the Device.
- 7.6 The Client shall be responsible for the safe use and storage of the Device from date of delivery, even if that date precedes the date of commencement of the lease or license, until the date of restoration to ONESPACE, even if that date exceeds the termination of the lease or license.
- 7.7 The Client is responsible to be mindful that the Device is a piece of electronic equipment which requires careful handling and should not be exposed to rain water or other liquids.
- 7.8 The Client shall insure all Devices at their Insurable Value, against all risks for so long as ownership is reserved by ONESPACE and shall keep such insurance in good standing for the duration of the relevant Agreement.
- 7.9 On termination or cancellation of the lease the Client shall be liable to restore the Device to ONESPACE in the same good order and condition it was initially delivered to the Client in, fair wear and tear excepted.
- 7.10 In the event of the Client's failure to restore the Device to ONESPACE on termination or cancellation of the lease in the same good order and condition it was initially delivered to the Client in, fair wear and tear excepted, the Client shall be liable to ONESPACE for the payment of:
 - 7.10.1 the reasonable cost of repair of the Device;

- 7.10.2 liquidated damages for holding over at the prevailing monthly rental rate pending payment of the reasonable cost of repair of the Device.
- 7.11 In the event of a Device being damaged while in the Client's direct or indirect possession, and being reasonably incapable of economical repair, or in the event of the Client's failure to restore the Device to ONESPACE on termination or cancellation of the lease, the Client shall be liable to ONESPACE for the payment of:
 - 7.11.1 the Insurable Value of the Device as liquidated damages;
 - 7.11.2 liquidated damages for holding over at the prevailing monthly rental rate pending payment of the Insurable Value of the Device or the return of the Device.
- 7.12 Ownership of the Software will remain with ONESPACE at all times regardless of whether the associated Device was delivered in terms of a Take-On Form which provided for the sale or lease of the Device. In the case of a sale, the Client will own the Device on full payment of the price for the Device, but will never acquire ownership in the Software.
- 7.13 The Client's entitlement to the use of the Software is limited to the period of the license provided for in the Take-On Form.
- 7.14 Where a Device is subject to a lease, the Client consents to and shall ensure that ONESPACE may at any time enter the Site to inspect the Device on reasonable prior notice.
- 7.15 If the Site is rented premises and the Device is leased or subject to reservation of ownership in favour ONESPACE, the Client shall
 - 7.15.1 immediately advise ONESPACE in writing of the name and address of the landlord as well as any changes thereto from time to time;
 - 7.15.2 immediately inform the landlord that the Device is owned by ONESPACE and can therefore not be subject to a lien or hypothec (ONESPACE may also notify the landlord of this fact); and
 - 7.15.3 not remove the Device from the Site without ONESPACE's prior written consent.

8. TIMING OF PERFORMANCE

- 8.1 Timing will not be of the essence in relation to the estimated lead time for of and / or the estimated duration of the delivery and / or installation of a Device by ONESPACE.

- 8.2 The Client must ensure that ONESPACE is not impeded from performing the timeous delivery and / or installation of a Device, that the Site is prepared for the delivery and installation, that Site is protected from any destructive elements including without limitation, lightning, flooding, and/or fire and the Client's employees and / or contractors are available for training.
- 8.3 Should an unreasonable delay in the delivery of a Device be attributable to the Client, its employees, agents, contractors and / or a third party, the Client shall become liable for the accelerated payment of the amounts owing to ONESPACE as if the delivery had been completed. Any delay in excess of 14 calendar days shall be deemed to be an unreasonable delay.
- 8.4 Under no circumstances will ONESPACE reasonably exceeding the commencement date give the Client the right to compensation, damages or to cancel the Agreement. The Client hereby indemnifies ONESPACE against any third-party claims due to ONESPACE reasonably exceeding the commencement date and claims for costs on the attorney and own client scale. The only claim that the Client shall have under these circumstances is a claim for the crediting of the rental or license fee for the period from the agreed commencement date to the date of actual delivery.
- 8.5 Delivery and / or installation of a Device will be undertaken during normal business hours excluding Saturdays, Sundays and public holidays applicable in the Republic of South Africa. Any delivery and / or installation undertaken during other times at the instance of the Client will be charged for in accordance with the overtime rates provided in the Take-On Form, failing which in accordance with ONESPACE's usual overtime rates.
- 8.6 A signed delivery note by the Client or its employee, agent or contractor or courier shall constitute prima facie proof that the Device was delivered to and received by the Client in good condition.
- 8.7 A signed confirmation by the Client or its employee, agent contractor that the installation and / or training of the Device was done shall constitute prima facie proof of that fact.

9. CONTRACT CHARGE EXCLUSIONS

- 9.1 ONESPACE shall not be bound by the Contract Charge relevant to any pre-existing Take-On Form which is not the subject of the current Agreement with the Client. ONESPACE shall not be liable for losses or damages arising out of the Client's reliance on Contract Charge

relevant to any pre-existing Take-On Form or Agreement.

9.2 The Client shall be responsible for procuring the following at its own expense and they shall not form part of the Contract Charge, unless expressly provided for to the contrary in the Take-On Form:

9.2.1 the integration of the Device with any other computer, online, fibre optic, communication or other system or access control equipment;

9.2.2 the storage, protection and securing of the Device against deterioration, loss, theft, damage and / or destruction;

9.2.3 the proper and safe use of the Device;

9.2.4 the supply of electricity, back-up power, internet service network, cell phone network and all or any other utilities required for the operation of the Device;

9.2.5 the cost of delivery of the Device from ONESPACE's premises or other ONESPACE designated location to the Site, packaging, storage in transit, insurance, customs, clearing and forwarding and all associated charges and taxes, where delivery occurs outside of the Republic of South Africa or in excess of 100km from ONESPACE's premises;

9.2.6 the cost of the installation, repair and / or maintenance of the Device and the Software;

9.2.7 compliance with all Laws relating to the use of the Device and the obtaining of consent for or otherwise lawful processing of all Transaction Data acquired and accessed by use of the Device and the Software.

10. FOREX PROVISIONS

10.1 Where the Contract Charge is stated in Rands in the Take-On Form and the Site is in the Republic of South Africa, the Contract Charge will be payable to ONESPACE in Rands and the Contract Charge will not be subject to any fluctuation in the value of the Rand relative to any other currency, unless expressly provided for to the contrary in the relevant Take-On Form.

10.2 Where the Site is located outside of the Republic of South Africa the Contract Charge will be

payable in United States Dollars according to the further provisions of the relevant Take-On Form.

11. TERMS OF PAYMENT

- 11.1 Subject to the contrary provisions of the Take-On Form, all transactions are strictly cash; ONESPACE's invoices are due, owing and payable on presentation; terms of credit are not provided; the Contract Charge is not subject to early payment discounts and all amounts are payable monthly in advance by debit order. The Client may, in writing, authorise ONESPACE to obtain payment in advance directly from the Client's banking institution in accordance with a direct debit authority form signed by the Client. In that case ONESPACE may obtain payment of all due amounts on all Take-On Forms monthly in advance.
- 11.2 Any express or tacit indulgence which ONESPACE may afford the Client in respect of the timing of payments shall not preclude ONESPACE from subsequently insisting on and being entitled to payment strictly on the terms provided for in the Agreement.
- 11.3 The Client may not defer, withhold or reduce any payment or part thereof due to ONESPACE arising out of the Agreement; obtain the deferment of any judgment for any such payment or part thereof; or obtain the deferment of the execution of any judgment for any such payment or part thereof whether by reason of any set-off or counterclaim of whatsoever nature and howsoever arising.
- 11.4 The Client's obligation to make any payment arising out of the Agreement is absolute and unconditional, regardless of any late, incomplete or non-payment by the Client's own client or principal or any other contingency, including but not limited to any right of set-off, counterclaim, defence or contribution.
- 11.5 All payments to ONESPACE must be made directly into the bank account identified in the Take-On Form or otherwise as designated by ONESPACE in writing and accompanied by handwritten signature. ONESPACE will not be liable to account for payments made contrary to these terms.
- 11.6 Where ONESPACE agrees in a Take-On Form that invoicing and / or due date for payment is contingent on the Client first certifying approval of delivery and / or installation for payment, the Client may not unreasonably delay the inspection or the certification of the Device after delivery and / or installation, as the case may be. A delay in excess of 7 calendar days from the date on which ONESPACE notified the Client in writing of the delivery and / or installation, as the case may be, shall be deemed to be an unreasonable delay.

- 11.7 Where the Client changes its order number or within its own systems performs any other activity which requires it to call on ONESPACE to re-submit or amend ONESPACE's invoice, that shall not have the effect of altering or extending the payment terms already agreed upon. Although ONESPACE will re-submit or amend its invoice to accommodate the Client, the Client shall nonetheless remain liable to pay ONESPACE in accordance with the terms of payment initially agreed.
- 11.8 In the event that ONESPACE has granted extended payment terms to the Client, all amounts owing by the Client to ONESPACE, regardless of whether they have been invoiced, will become immediately due, owing and payable if a payment term has been exceeded or if the Client has been sequestered, provisionally or finally liquidated; placed in business rescue; deregistered; placed under administration order; or (or similar provisions applicable in jurisdictions outside of the Republic of South Africa), placed under curatorship, died or has had a judgment or award entered against it by any court or other forum of competent jurisdiction and not paid or secured it within 30 calendar days of the date thereof.
- 11.9 If any payment is not made on due date:
- 11.9.1 ONESPACE may, without prejudice to any other rights it may have in the circumstances, give the Client 3 calendar days' written notice of suspension of the Software license pending the payment of all amounts owing by the Client to ONESPACE, regardless of whether they have been invoiced; and / or
- 11.9.2 the Client will be liable to ONESPACE for interest on the amount owing with effect from the day following the day agreed as the final day of payment up to and including the day on which the Client settles the amount in question. The rate and method of calculation of interest will be the prime rate of interest as charged by ONESPACE's bankers, as adjusted from time to time, plus 2 percentage points.
- 11.10 Invoices not objected to in writing by the Client within the agreed payment term or within 30 calendar days of the date of presentation of the invoice, whichever is the later, shall be presumed to be correct and due, owing and payable.
- 11.11 Where the Client objects to an invoice, the Client must do so by written notice to ONESPACE detailing the exact portion the invoice disputed and the invoice value of the disputed amount. The portion and corresponding amount of the invoice that is not explained by the Client to be in dispute shall remain payable within the agreed payment term. The Client may not avoid payment of an entire invoice when only part of it is in dispute.

12. DEVICE & SOFTWARE CAPABILITY EXCLUSIONS

12.1 Unless expressly provided for in writing in the Take-On Form the Device and / or the Software are not capable of the provision of the following services:

12.1.1 the review and / or evaluation of any Transaction Data acquired and accessed by use of the Device and the Software;

12.1.2 the comparison of any Transaction Data acquired and accessed by use of the Device and the Software with any data base external to the Website;

12.1.3 the reporting to the Client of any risk identifying data or suspicious persons or vehicles data acquired and accessed by use of the Device and the Software, whether by comparison to any data base external to the Website or to the Client's own input data.

13. INSTALLATION, TECHNICAL SUPPORT, UPDATES & REPAIRS

13.1 In relation to every Device in respect of which ONESPACE has reserved ownership, ONESPACE and its appointed contractors are the sole and exclusive persons permitted to effect installation or repairs in relation to the Device and Software.

13.2 While a Device is under repair ONESPACE shall furnish the Client with a replacement Device. The terms of the Agreement shall apply equally to the replacement Device.

13.3 The Client shall be liable to ONESPACE for the reasonable cost of the repairs to a Device.

13.4 For the duration of the Agreement, ONESPACE shall automatically, and at no additional Contract Charge, give the Client access to all revisions, updates and new releases of the Software and related information necessary to access and use it.

13.5 For the duration of the Agreement, ONESPACE shall provide technical support to the Client during ordinary business hours on days excluding Saturdays, Sundays and public holidays in the Republic of South Africa via email, telephone access and/or any other agreed electronic format. Where ONESPACE provides technical support at the Site or at a location other than ONESPACE's premises, the Client shall pay a reasonable technical call-out fee based on the distance travelled to and from the Site or other location and the duration of the service.

14. TRAINING

- 14.1 ONESPACE shall provide training in the use of the Devices and the Website to the Client's relevant representative, employees and / or appointed contractors on or before the delivery or commencement date and thereafter on request by the Client.
- 14.2 The training shall be provided in a group setting and shall not be individualized training.
- 14.3 ONESPACE may charge a reasonable training fee based on the distance travelled to and from the Site or training venue, the number of persons to be trained and the duration of the training session.

15. WARRANTIES

- 15.1 ONESPACE provides the manufacturer's warranty attaching to the Device, the terms of which are available on request. No other warranties are provided. ONESPACE is not obliged to honour the manufacturer's warranty until the Client has fulfilled all its obligations owing under the Agreement.
- 15.2 The warranty does not cover defects that are the result of normal wear and tear; improper use; lack of maintenance or maintenance carried out incorrectly or unauthorised repairs or modifications by persons other than ONESPACE or its appointed contractors.
- 15.3 No warranty is given for Devices, goods or materials that were not new at the time of delivery to the Client or the Site, at the instance of the Client.
- 15.4 In the event that the Client engages in any activity which contravenes or voids the manufacturer's / vendor's warranty, the Client shall bear the reasonable costs of any repairs, replacements or extended warranties or guarantees.
- 15.5 The manufacturer's warranty does not include ONESPACE's reasonable charges for travelling to the Site of the Device, retrieving it, delivering it to the manufacturer and restoring it to Site, which shall be borne by the Client.
- 15.6 ONESPACE otherwise provides no warranties and the Devices are sold or leased voetstoots.

16. ACCURACY OF INFORMATION

- 16.1 To the extent that the Client or the Client's contractor has provided ONESPACE with information which is material to and which ONESPACE has relied upon in generating the Take-On Form, costing the Contract Charges and / or assessing the efficacy and method of operation of the Device and / or Software at the Site, the Client is deemed to have warranted that the said information is current, accurate and complete.
- 16.2 ONESPACE shall not be responsible for any delay or defect in its performance due to late, out of date, inaccurate or incomplete information provided by the Client or its contractor.
- 16.3 The Client shall be liable to ONESPACE for the reasonable cost of its materials and components wasted or depreciated due to information being received from the Client or the Client's contractor that is not current, accurate and / or complete.

17. SECURITY

- 17.1 ONESPACE shall take all reasonable steps to secure the Transaction Data from unauthorised access by any person outside of the use of the Login Profile by the Client. However, ONESPACE does not make any warranties or give any undertakings that the Transaction Data shall be entirely safe and secure from unauthorised access or use. . In addition, ONESPACE states that Transaction Data will be shared by ONESPACE with (i) primary law enforcement agencies in the Republic of South Africa and (ii) subscribing private security agencies in the Republic of South Africa (or in the foreign jurisdiction, if the Client is located out of the Republic of South Africa).
- 17.2 ONESPACE will not and is under no legal duty to encrypt the Transaction Data.
- 17.3 The Customer may not intentionally or negligently deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, via the Device to the Website or ONESPACE's server.
- 17.4 The Customer may not develop, distribute or use any method to breach or overcome the security measures of the Device, the Website and / or ONESPACE's server.

18. LIMITATION OF LIABILITY

- 18.1 ONESPACE shall at no time be liable to the Client for and does hereby disclaim liability for:

- 18.1.1 any vandalism, theft, obstruction, interference with, loss, damage, destruction and / or depreciation to the Device or Software caused by the Client, its employees, agents, contractors and / or any third party and / or any natural conditions or force of nature and / or the consequences of any of the foregoing;
- 18.1.2 the Device or Software not being able to operate properly or at all due to any failure or interruption in any electrical or back-up electrical source, cell phone network, data communication system, internet network, fibre optic network or any other system or installation which the Device or Software is dependent on for its proper functioning;
- 18.1.3 consequential damages, including but not limited to business interruption losses, loss of production, delay in production, loss of profit, and / or penalties.
- 18.2 If, for whatever reason, ONESPACE is liable to the Client for damages, the obligation to pay damages is limited to a maximum of 50% of the total Contract Charge (excluding VAT) in respect of the Agreement out of which the claim arises.
- 19. NO UNAUTHORISED USE OR BENEFICIARIES**
- 19.1 The Client shall use the Device solely for bona fide internal security purposes and may not directly or indirectly transfer, handover, distribute, re-distribute, copy, sell, re-sell, lease, rent, lend, licence or sub-licence the Device in whole or in part in any way whatsoever to any third party without ONESPACE's prior written consent, whether the Device is subject to lease or sale from ONESPACE.
- 19.2 In the event of a breach of clause 19.1, the Client shall be liable to ONESPACE for payment of the Insurable Value of the Device in question as liquidated damages.
- 19.3 The Device shall be locked and sealed by ONESPACE. The Client or anyone else may not unlock and/or break the seal; or access, open and/or tamper with the Device.
- 19.4 The Client, its employees, representative, agents and / or contractors may not use the Device and / or Website for any unlawful purpose; to publish information which is patently pornographic, inaccurate, inflammatory, amounts to hate speech, to solicit the performance of or participation in any unlawful acts; to contravene any laws; to infringe any Intellectual Property rights including those of ONESPACE; to harass, abuse, insult, harm, defame, intimidate, or discriminate; to submit false or misleading information; to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Device and / or Website, other applications, sites, services or the internet; to collect, process or track the personal information of others unlawfully; to spam, phish, pharm, pretext, spider, crawl, or scrape; for any obscene or immoral purpose; or

to interfere with or circumvent the security features of the Device and / or Website or any other applications, sites, services or the internet.

- 19.5 ONESPACE reserves the right to cancel or suspend the Software license and / or access to the without notice to the Client based on information published by Client, its employees, representative, agents and / or contractors which in the reasonable exercise of the discretion of ONESPACE is a contravention of the above prohibition.
- 19.6 The Agreement will be concluded exclusively for the benefit of the Client and no third party shall have any rights thereunder or be deemed to be a beneficiary thereof except as may be expressly provided in writing in the Take-On Form.

20. INDEMNITIES

- 20.1 The Client indemnifies ONESPACE against any liability, loss or claims of any kind whatsoever which may be incurred or suffered by or made against ONESPACE by the Client or any third party, arising out of or in respect of the death of or injury to any person, or loss of, theft of or damage to any property, business interruption, loss of profit, penalty and / or fine and costs (including legal costs on an attorney and client scale), which may arise out of or in consequence of or in relation to any act or omission of the Client, its employees, agents, representatives, contractors (and their sub-contractors) pertaining to:

20.1.1 the use of the Device and / or Software;

20.1.2 the breach or violation of any such Laws;

20.1.3 the use, reliance on, dissemination or publication of any Transaction Data via social media or in any other manner;

20.1.4 the interference with or contamination of any evidence;

20.1.5 the interference with or obstruction of any criminal or civil proceedings;

20.1.6 the processing of any Transaction Data in contravention of any Law.

21. INTELLECTUAL PROPERTY

- 21.1 ONESPACE is and will remain the sole and exclusive owner of all intellectual property rights, title and interest, including but not limited to know-how (not in the public domain); invention (whether or not patented); design, trade mark and / or copyright (whether or not registered), in and to the Device and the Software and the trademarks and branding of ONESPACE ("Intellectual Property"). ONESPACE therefore retains the sole right to the reproduction of the Intellectual Property notwithstanding payment therefor by or on behalf of the Client. ONESPACE does not transfer any Intellectual Property or any rights therein to the Client.
- 21.2 The Client may not use the Intellectual Property for any purpose other than for the implementation of the Agreement. The Client is prohibited from directly or indirectly exploiting, reverse engineering or reproducing any of the Intellectual Property, whether or not for reward or commercial benefit, or transferring or disclosing any of the Intellectual Property to any other contractor, without the prior written consent of ONESPACE accompanied by handwritten signature.
- 21.3 If the Client infringes any of the proprietary rights of ONESPACE in and to the Intellectual Property, ONESPACE may at its election claim liquidated damages in the amount of the associated Contract Charge as stated in the relevant Take-On Form (whether or not same has been accepted by the Client) for each infringement, without prejudice to its right to claim actual damages instead.
- 21.4 ONESPACE disclaims liability for damages that the Client suffers as a result of an infringement by the Client of third-party intellectual property rights or the Intellectual Property rights of ONESPACE. The Client indemnifies ONESPACE against any third-party claims related to an infringement of intellectual property rights by the Client including all attorney and own client costs incurred for defence against these claims.
- 21.5 The Client must return ONESPACE's Intellectual Property and any other proprietary and / or confidential information immediately on request and verify that it has done in writing within 10 calendar days of a written request to that effect from ONESPACE.

22. ADVICE AND INFORMATION PROVIDED

- 22.1 The Client is deemed to hereby waive and abandon any rights or claims from advice and / or information provided by ONESPACE that is not directly related to the Agreement.

23. FORCE MAJEURE

- 23.1 ONESPACE shall not be liable for any delay or interruption in delivery or performance of the Agreement or any failure or delay to perform any other of its obligations under the Agreement due to any cause beyond its direct control, including but not limited to any of the following: strikes, lock-outs or other industrial action; sabotage, terrorism, civil commotion, riot, invasion, war or threat of or preparation for war; state of emergency, fire, explosion, storm, flood, drought, subsidence, an act of God, unfavorable weather conditions, epidemic or any natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; any act or policy or change in legislation of any state or government or other authority having jurisdiction over either party; power or water supply interruption, any inability on its part to obtain or receive any imported equipment, goods or materials from any supplier due to any failure on the part of such supplier to deliver the equipment, goods or materials in question as a result of the action of its own government or any other boycott or sanction or embargo which it chooses to observe and which is directed at the government of the Republic of South Africa or any national or anyone connected with the Republic of South Africa, or for any other similar reason ("Force Majeure").
- 23.2 Upon the occurrence of any delay or failure occasioned by a Force Majeure, the provisions of the Agreement which are affected shall be suspended for as long as the cause in question continues to operate. Once the Force Majeure no longer applies, ONESPACE will resume performance of its obligations as soon as its planning permits, provided that if that cause has not ceased within 120 calendar days from when it arose, the Agreement may be terminated by either Party.
- 23.3 When implementation resumes, ONESPACE may recalculate the Contract Charge to take into account the possible cost escalations occasioned by the Force Majeure and insist on written agreement to a reasonably adjusted Contract Charge before proceeding further.
- 23.4 The Parties are not entitled to compensation for the damages suffered or to be suffered as a result of the Force Majeure, suspension or termination as referred to in this clause and the Client shall have no claim for restitution of monies paid in respect of Services which have already been delivered.

24. NON-CIRCUMVENTION

- 24.1 The Client may not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate this Agreement and / or ONESPACE's interests in the Agreement for the purposes of avoiding the payment of any amount to ONESPACE or to gain any income, reduce any expenditure or acquire any asset or license for the benefit of itself or any

third party, without the prior written approval of ONESPACE accompanied by handwritten signature ("Non Circumvention Obligation").

- 24.2 The Client warrants that its directors, officers, employees, agents, contractors and / or affiliated parties will not breach the Non Circumvention Obligation at any time during the operation of the Agreement.

25. DOMICILIUM

- 25.1 The Parties respectively choose as their domicilia citandi et executandi for the purposes of court process and formal notices provided for in the Agreement, the following addresses:

Name of Party	Physical Address	Email Address
ONESPACE	16 Lynton Road, Kloof, KwaZulu-Natal, Republic of South Africa	accounts@one-space.co.za
Client	As per Table 1	As per Table 1

- 25.2 Any notice or communication required or permitted to be given in terms of the Agreement shall be valid and effective only if in writing.

- 25.3 A Party shall be entitled to change its domicilium address from time to time, by way of written notice to the other Party specifying its new domicilium address provided always, however, that the new address is within the Republic of South Africa and is not a post office box or post restante address.

- 25.4 Any notice to a Party:

25.4.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at its domicilium address shall be deemed to have been received on the 5th calendar day after posting (unless the contrary is proved);

25.4.2 delivered by hand to a responsible person during ordinary business hours at its domicilium address shall be deemed to have been received on the day of delivery;

25.4.3 transmitted per email to its chosen email address shall be deemed to have been received on the day of transmission;

25.4.4 shall be written in English.

25.5 Notwithstanding anything to the contrary herein contained a written notice actually received by a Party shall be an adequate written notice to the recipient notwithstanding that it was not sent to or delivered at the recipient's chosen domicilium address.

26. CHANNELS OF COMMUNICATION

26.1 All communication between the Parties which pertains to the conveying of instructions, orders, reports, proposals, performance of the Agreement and matters generally associated therewith shall be conveyed between the Parties in writing exclusively by transmitting information in English per email via the email address chosen for written notices.

26.2 Neither Party shall be bound by or be entitled to rely upon any oral instruction, approval, agreement or representation in relation to the other Party.

26.3 Neither Party shall be bound by or be entitled to rely upon any oral or written instruction, approval, agreement or representation in relation to the other Party which:

26.3.1 does not appear on the Take-On Form or in the Agreement;

26.3.2 which is not issued in writing and transmitted to the prescribed email address.

26.4 Either Party may change the identity of their prescribed email address on written notice to the other Party.

27. BREACH

27.1 If any Party breaches any provision of the Agreement ("Defaulting Party") and, if such breach is capable of being remedied, fails to remedy the breach within 10 calendar days after written notice has been given to the Defaulting Party by the other Party requiring the breach to be remedied ("Aggrieved Party"), the Aggrieved Party shall be entitled, without prejudice to any other rights it may have, to

27.1.1 seek an order for specific performance against the Defaulting Party; or

27.1.2 to cancel the Agreement and claim for any damages suffered by the Aggrieved Party; and / or restitution of performance made by the Aggrieved Party pursuant to

the fulfilment of the Aggrieved Party's obligations in terms of this Agreement.

- 27.2 In the event of ONESPACE instructing attorneys in consequence of a breach of this Agreement by the Client, the Client shall be obliged to refund to ONESPACE the legal costs incurred by it, on an attorney and own client scale, including pre-proceedings costs, irrespective of whether or not legal proceedings results. In order to give effect to the foregoing, the Parties consent to taxation of pre-proceedings costs by the registrar of the KwaZulu-Natal High Court, Durban, Republic of South Africa.
- 27.3 A certificate signed by a director of ONESPACE (whose appointment, qualification and/or authority need not be proved) as to the amount of the Client's indebtedness to ONESPACE shall in the absence of manifest typographical or arithmetical error be *prima facie* proof of the amount of indebtedness shown in the certificate and be binding on me in any proceedings instituted by ONESPACE in any court for the purpose of obtaining any judgment or award
- 27.4 In the event of the unlawful premature cancellation of an Agreement, ONESPACE shall be entitled to liquidated damages in the agreed amount of 90% of the Contract Charge for the cancelled portion of the Agreement.
- 27.5 In the event that a debit order is returned by the applicable bank for any reason, a reasonable failed transaction fee will immediately become due, owing and payable by the Client to ONESPACE. Any such fee equal to or less than R500-00 is deemed to be reasonable.

28. SEVERANCE

- 28.1 If any provision of the Agreement presently or in the future contravenes the National Credit Act 2005, the Consumer Protection Act 2008 or any other item of legislation or law ("Relevant Law"), with the result that the Agreement is illegal, invalid or unenforceable; any amount paid under the Agreement was unlawfully received; or any fine or penalty is to be paid or incurred by either or both Parties, then only the specific portion of the Agreement which illegal, invalid or unenforceable under the Relevant Law shall be deemed to have been severed from the Agreement and be deemed to be pro non scripto (as if it had not been written).
- 28.2 When giving effect to the severing provision above, the bare minimum of the Agreement shall be severed so as to preserve and give commercial effect to the Agreement as far as possible.
- 28.3 Any amount paid to ONESPACE in respect of a severed portion of the Agreement in respect of which commensurate Services have actually been rendered, may be retained by

ONSPACE on the basis that to refund the Client would constitute an unjustified enrichment in the amount thereof.

- 28.4 Any amount due to be paid to ONSPACE in respect of a severed portion of the Agreement in respect of which Services have actually been rendered, shall be payable by the Client to ONSPACE on the basis of an unjustified enrichment in the amount thereof, which shall be deemed to be a liquidated amount, and shall be payable on 30 calendar days' written notice.

29. EXPERT DETERMINATION

- 29.1 Whenever it is required for the purposes of the Agreement to determine ONSPACE's usual charges or rates, the length of a reasonable or unreasonable period of time, the calculation of ONSPACE's charges, the amount of ONSPACE's damages, the determination of a reasonable charge or any matter referred to in clauses 1.6, 6.2, 7.11, 4.18, 8.3, 11.6, 13.3, 13.5, 14.3, 15.4, 15.5, 16.3, 17.1 and / or 27.5 the determination must be referred by either Party to the auditor or accounting officer of ONSPACE ("Accounting Officer") for determination as an expert ("Determination"), if either of the Parties have concluded in its discretion that an agreement on the issue for determination cannot be reached between them at all or with sufficient expedition.
- 29.2 The Accounting Officer shall act as an expert and not as an arbitrator and shall be entitled to consult with or obtain assistance from any source, including the Parties, and appoint any assistance he might deem necessary.
- 29.3 The Accounting Officer shall give regard and weight to the representations of the Parties in his discretion. In this regard the Accounting Officer shall, prior to performing a Determination, call on each party, by written notice, to make written representations to the Accounting Officer within 14 calendar days. The Accounting Officer may in his discretion accept late written representations, provided that no representations submitted after the publication of the Determination shall be considered. No oral representations shall be considered.
- 29.4 The Accounting Officer shall have unrestricted access to the books and records of ONSPACE and the Client, to the extent to which he considers them to be relevant. If the Accounting Officer is not within 14 calendar days provided with access to any representations, books or records he requires by written notice, he may proceed to conclude his Determination on the basis of the information which he does have to hand.
- 29.5 The Determination shall be final and binding on the Parties, save in the event of overtly manifest typographical and / or arithmetical error.

- 29.6 The Accounting Officer's reasonable fees and disbursements (including those of other sources, assistant experts and valuers consulted by him) raised in conducting the Determination shall be paid as determined by the Accounting Officer in his discretion.

30. CREDIT REFERENCING

30.1 ONESPACE may:

- 30.1.1 perform a credit search of the Client's records with one or more of the registered credit bureaus when assessing the Customer's application for the conclusion of any Take-On Form;
- 30.1.2 monitor the Client's payment behaviour by searches conducted on one or more of the credit bureaus;
- 30.1.3 use new information and data obtained from credit bureau in respect of the Client's future Agreements;
- 30.1.4 record the existence of the Client's account with any credit bureau;
- 30.1.5 record and transmit details of how the account is conducted by the Client in meeting its obligations on the account, including any adverse credit information.

- 30.2 ONESPACE shall not be liable for any damages that the Client may suffer arising out of ONESPACE performing the above-mentioned functions.

31. APPLICABLE LAW

- 31.1 The Agreement shall in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) be governed by the law of the Republic of South Africa.
- 31.2 In the event the Client is a foreigner to the Republic of South Africa, the Client consents to the exclusive jurisdiction of the High Court of South Africa sitting in Durban, KwaZulu-Natal.

32. GENERAL

- 32.1 The Agreement constitutes the whole agreement between the Parties relating to the subject matter thereof.
- 32.2 No amendment or consensual cancellation of the Agreement, any provision hereof and / or this non-variation clause, and no extension of time, waiver or relaxation or suspension of any of the provisions of the Agreement, shall be binding unless recorded in writing accompanied by handwritten signatures of the Parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the Party granting such extension, waiver or relaxation).
- 32.3 No extension of time or waiver or relaxation of any of the provisions of the Agreement shall operate so as to preclude any Party from thereafter exercising that Party's rights strictly in accordance with the Agreement.
- 32.4 To the extent the law permits, neither Party shall be bound by any representation or warranty not recorded in the Agreement, irrespective of whether the representation or warranty induced the Parties to conclude this Agreement and irrespective of whether the representation or warranty was made negligently or not.
- 32.5 The Agreement shall be binding on all the Parties and on their estates, executors, curators, debt counsellors, administrators, liquidators, business rescue practitioners, successors-in-title or assigns, as may be applicable in the circumstances.
- 32.6 The rights and obligations of the Client in respect of the Agreement may not be ceded or assigned without the prior written consent of ONESPACE. ONESPACE may, however, cede and assign its rights and obligations.

33. SIGNATURE

- 33.1 These Standard Terms signed by the Parties on the dates and places indicated below.
- 33.2 The persons signing these Standard Terms and any Take-On Form in a representative capacity warrant their authority to do so.
- 33.3 It is not required for these Standard Terms or any Take-On Form to be valid that the signatures of the Parties be verified by a witness.
- 33.4 These Standard Terms and any Take-On Form may be signed in one or more counterparts all of which shall be considered one and the same agreement and shall become effective when a

counterpart has been signed by each of the Parties.

OneSpace Technologies (Pty) Ltd	
Name of Representative	Grant Hancock
Signature of Representative	
Date	
Place	

Client	
Name of Representative	
Signature of Representative	
Date	
Place	