Master Services Agreement v1.0 (effective 20 October 2026)

Cover and parties

for the provision of build, digital marketing, and support, maintenance and hosting services

between

TECBOT (PTY) LTD

(registration number 2017/154167/07)

and

THE CLIENT NAMED IN THE ORDER

PARTIES

1. TECBOT (PTY) LTD, a private company incorporated in accordance with the company laws of the Republic of South Africa under registration number 2017/154167/07, with its principal place of business at 71A 10th Avenue, Edenvale, Johannesburg, Gauteng, South Africa ("**the Agency**");

and

2. The client named in the first Order through which this Agreement is accepted, whose legal name, registration or identity number and address are recorded in that Order ("**the Client**"),

(each a "Party" and together "the Parties").

RECITALS

WHEREAS the Agency is a technology and digital marketing consultancy specialising in the building of software products and digital platforms, the provision of digital marketing, strategy and creative services, and the support, maintenance and hosting of digital platforms;

AND WHEREAS the Client wishes to engage the Agency to provide certain build, digital marketing, and/or support, maintenance and hosting services from time to time;

AND WHEREAS the Parties wish to record in writing the framework terms on which the Agency will provide such services to the Client, with each specific engagement being recorded in a separate Order or Statement of Work issued under this agreement, read together with the Product Schedule applicable to the relevant type of Services;

NOW THEREFORE the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this agreement, unless the context indicates otherwise, the following terms shall bear the meanings assigned to them and cognate expressions shall bear corresponding meanings:

"Acceptance Criteria" means the criteria against which a Deliverable will be assessed for acceptance, as set out in the applicable Order or, failing that, the criterion of substantial conformity with the description of the Deliverable in the Order;

"Administrator" means an Authorised User designated by the Client who is authorised to provide, manage and administer certain Support, Maintenance and Hosting Services on the Client's behalf, as more fully described in Schedule 5;

"Agreement" means this Master Services Agreement together with all Schedules, Orders and Statements of Work executed under it from time to time;

"Authorised User" means the Client, or any user in the Client's employ or under its control, who has been assigned Credentials to access a Platform;

"Background IP" means any Intellectual Property owned or licensed by a Party which was created or acquired by that Party prior to, or independently of, the provision of the Services, and any Intellectual Property in tools, methodologies, frameworks, templates, code libraries and know-how used by the Agency in providing the Services;

"Build Services" means the design, development and building of software, websites, applications, platforms or other digital products by the Agency for the Client, as more fully described in Schedule 3;

"Business Day" means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;

"Change of Control" means in relation to a Party, any change in the Control of that Party, whether through the acquisition or disposal of shares or members' interests, the issue of new shares, a merger, amalgamation, business combination, scheme of arrangement, sale of the whole or the greater part of its business or assets, or otherwise; and "Control" means the ability, whether directly or indirectly, to direct or cause the direction of the management and policies of a Party, whether through the ownership of more than 50% (fifty percent) of the voting rights, the right to appoint or remove a majority of the board, or otherwise;

“Client Cause” means any act, omission, delay or default of the Client or any person for whom the Client is responsible which prevents or hinders the Agency from performing the Services, including failure to provide timely briefings, approvals, Client Materials or payment, failure to respond to a Change Request within the period in clause 5.4, and changes of scope or direction not effected through a change note;

"Client Materials" means any content, data, brand assets, trade marks, copy, imagery, briefs, specifications and other materials supplied by the Client (or any person on its behalf) to the Agency in connection with the Services;

"Committed Term" means in respect of an Order, the Initial Term together with any Renewal Term then in effect, being the minimum period for which the Client has committed to the Services under that Order;

"Confidential Information" has the meaning given in clause 12;

"CPI" means the headline consumer price index for all urban areas published by Statistics South Africa from time to time;

"Credentials" means a unique username and password, API key or other access token assigned to an Authorised User or Administrator;

"Critical Bug" means any bug, problem, error or difficulty experienced with the operation of a Platform that threatens the Client's ability to generate revenue or to access the Platform, and includes the Platform being down or otherwise inaccessible;

"Cybercrimes Act" means the Cybercrimes Act 19 of 2020;

"Deliverables" means the outputs, work products, materials, software, websites, applications, platforms, creative assets, strategy documents and other items to be created, developed or delivered by the Agency pursuant to an Order, as described in that Order;

"Digital Marketing Services" means digital marketing, advertising, creative, strategy and related services provided by the Agency to the Client, including the planning, buying and placement of Media where applicable, as more fully described in Schedule 4;

"Documentation" means any available installation and operating instructions, user and support manuals and technical literature pertaining to the Deliverables as supplied by the Agency with the Deliverables;

"Due Date" means a Deliverable-related timeframe goal agreed between the Parties in writing;

"Early Termination Charge" means the charge payable by the Client on early termination of an Order for convenience, as set out in clause 25.5;

"Effective Date" means the date on which the Client first accepts an Order in accordance with clause 2.3;

"Enhanced Cap" means the cap on liability for breach of clauses 12 and 13, as set out in clause 20.4;

"Enhancement" means any minor change to a Platform that does not require extensive business requirements analysis, functional specification or wireframing, and has a total development time of not more than one Business Day;

"Fees" means the fees payable by the Client to the Agency for the Services, as set out in the relevant Order;

"Generative AI Tools" means artificial intelligence systems, including large language models and generative models, that produce text, image, audio, video, code or other outputs in response to prompts or other inputs;

"Initial Term" means in respect of an Order, the initial minimum period of that Order as specified in it;

"Intellectual Property" or "IP" means all intellectual property rights of any nature whatsoever, whether registered or unregistered, including copyright, trade marks, designs, patents, know-how, trade secrets, database rights, domain names, goodwill and all rights of a similar nature, anywhere in the world, including all applications for and renewals or extensions of any of the foregoing;

"Media" means advertising space, inventory, airtime, placements or impressions of any nature, whether in digital, broadcast, print, outdoor or any other medium;

"Media Owner" means any owner, publisher, platform, network or seller of Media, including digital advertising platforms and their intermediaries;

"Media Spend" means the amounts payable to Media Owners for the booking, reservation or placement of Media on behalf of the Client;

"Milestone" means a Deliverable-related or Service-related progress goal agreed between the Parties in writing;

"Non-Critical Bug" means any bug, problem, error or difficulty experienced with the operation of a Platform that does not threaten the Client's ability to generate revenue or to access the Platform;

"Operator" has the meaning given in POPIA;

"Order" or "Statement of Work" or "SOW" means the Agency's applicable standard product order form for the relevant Services (including the Agency's Build Services Order, Digital Marketing Services Order, and Support, Maintenance and Hosting Services Order), or such other written statement of work as the Parties may agree, in each case accepted by the Client in accordance with clause 2.3, describing a specific engagement, and read together with the Product Schedule applicable to that engagement;

"Personal Information" has the meaning given in POPIA;

"Platform" means the website, application, software or other digital product built, hosted, maintained or supported by the Agency for the Client, as designated in the relevant Order;

"Platform Services" means the Support, Maintenance and Hosting Services provided in respect of a Platform, as more fully described in Schedule 5;

"POPIA" means the Protection of Personal Information Act 4 of 2013, and any regulations, codes of conduct or guidance issued under it;

"Product Schedule" means Schedule 3 (Build Services), Schedule 4 (Digital Marketing Services) or Schedule 5 (Support, Maintenance and Hosting Services), as applicable to the type of Services described in the relevant Order;

"Project" means any scoped project to make changes to a Deliverable or Platform that: results in a feature not present prior to the introduction of the changes; is designed to permit use of the Deliverable or Platform in an environment other than that for which it was initially designed; requires business requirements analysis, functional specification or wireframing; or has a development time of more than one Business Day;

"Renewal Term" means in respect of an Order, each successive renewal period of that Order following the Initial Term, as contemplated in clause 25.2;

"Response Time" means the time elapsed from the Agency receiving a service request to identifying the problem (or, in the case of a third party fault, the specific or likely cause), excluding the Time to Fix;

"Responsible Party" has the meaning given in POPIA;

"Services" means the Build Services, Digital Marketing Services and/or Support, Maintenance and Hosting Services to be provided by the Agency to the Client under an Order, together with all related services reasonably incidental thereto;

"Service Levels" means the performance standards and response times applicable to the Services, as set out in the relevant Order or Product Schedule or, failing that, in Schedule 1;

"Specification" means the specification (which may be in the form of a proposal, wireframe, project initiation document, or functional or technical specification) of the Deliverables, which may be (i) in or attached to an Order, or (ii) in writing, dated and signed by the Parties;

"Support" means unscheduled, ad hoc remedial support (including troubleshooting, research, fault-finding, diagnosis and improving) provided by the Agency to address a problem with a Deliverable or Platform;

"Term" has the meaning given in clause 25.1;

"Third Party Materials" means any materials, software, content, fonts, stock imagery, music, plug-ins or services owned by or licensed from a third party which are incorporated into, or used in the provision of, the Services or any Deliverable;

"Third Party Software" means all third party software owned by a third party but legally licensed to the Agency for use in providing the Services;

"Time to Fix" means the time taken to fix a problem or provide the service requested, excluding any time that elapses while the Agency waits for a response from the Client;

"Update" means any update, patch, correction, by-pass or revision to a Platform (excluding an Upgrade) which adds no functionality to the Platform;

"Upgrade" means all major changes to a Platform that result in the addition of functions or features not present in the Platform prior to the introduction of the change;

"VAT" means value-added tax levied in terms of the Value-Added Tax Act 89 of 1991.

2. In this Agreement, unless inconsistent with the context: words denoting any one gender include the other genders; words denoting the singular include the plural and vice versa; a reference to natural persons includes legal persons and vice versa; the rule of construction that an agreement shall be interpreted against the Party drafting it shall not apply; the headings are for convenience only and shall not be used in interpretation; any reference to legislation shall be a reference to that legislation as amended, re-enacted or substituted from time to time; and where a number of days is prescribed, it shall be calculated by excluding the first day and including the last, save where the last day is not a Business Day, in which event the last day shall be the next succeeding Business Day.

2. STRUCTURE OF THE AGREEMENT

2.1 This Agreement sets out the framework terms on which the Agency will from time to time provide Services to the Client. The specific scope, Deliverables, Fees, timelines and any deviations from these

terms in respect of each engagement shall be set out in a separate Order, read together with the applicable Product Schedule.

2.2 Each Order, once accepted in accordance with clause 2.3, shall form an integral part of this Agreement and shall be read together with it and with the applicable Product Schedule. In the event of any conflict between this Agreement and an Order, the provisions of this Agreement shall prevail, save to the extent that the Order expressly states, with specific reference to the relevant clause of this Agreement, that the Order shall prevail in respect of that engagement only. Notwithstanding the foregoing, no Order (or proposal incorporated into an Order) shall vary, exclude or override clause 19 (Indemnities), clause 20 (Limitation of Liability) or clause 21 (Insurance) unless the Order expressly so states with specific reference to the relevant clause and is signed on behalf of the Agency by a director. In the event of any conflict between this Agreement and a Product Schedule, the Product Schedule shall prevail in respect of matters specific to the relevant type of Services, and this Agreement shall prevail in respect of all other matters.

2.3 This Agreement and each Order are concluded, without any further signature, when the Client accepts electronically an Order issued by the Agency that refers to this Agreement, using the electronic signature or proposal platform used by the Agency from time to time. The Agency's issue of the Order constitutes the Agency's acceptance of it. The first Order accepted by the Client also constitutes the Client's acceptance of this Agreement, including the Schedules. The person accepting an Order on behalf of the Client warrants that they are authorised to bind the Client.

2.4 Each Order states the version of this Agreement that applies to it. When the Client accepts an Order that refers to a later version of this Agreement, that later version replaces the earlier version for all Orders between the Parties from the date of that acceptance.

2.5 Where the Agency provided services to the Client under earlier terms before the Client accepted its first Order under this Agreement, all such services are provided under this Agreement from the date of that acceptance, and the earlier terms cease to apply, save in respect of rights and obligations that accrued before that date.

3. APPOINTMENT AND RELATIONSHIP

3.1 The Client hereby appoints the Agency, on an exclusive basis in respect of the specific Services and Deliverables described in each Order (but on a non-exclusive basis in respect of services generally), to provide the Services from time to time on the terms of this Agreement, and the Agency accepts such appointment. For the avoidance of doubt, the Client shall not, during the term of an Order, engage any third party to perform services that are the same as, or substantially similar to, the Services described in that Order, without the prior written consent of the Agency.

3.2 Nothing in this Agreement shall preclude the Agency from providing services (including services similar or identical to the Services) to any other person, including any competitor of the Client, save to the extent that doing so would result in the unauthorised disclosure of the Client's Confidential Information.

3.3 The relationship between the Parties is that of independent contractors. Nothing in this Agreement constitutes either Party as the agent, partner, employee, fiduciary or representative of the other, and neither Party has authority to bind the other.

4. SERVICES

4.1 The Agency shall provide the Services described in each Order with the degree of skill, care and diligence reasonably expected of a professional technology and digital marketing services provider providing services of a similar nature in the Republic of South Africa.

4.2 The Agency may use suitably qualified employees, contractors and third party service providers (collectively, "Personnel") to perform the Services. The Agency shall remain responsible to the Client for the acts and omissions of its Personnel as if they were its own, save where any third party is engaged at the express written request or direction of the Client, in which case the Client shall bear the risk of, and indemnify the Agency in respect of, the acts and omissions of such third party.

4.3 Save where expressly identified in an Order as a "Key Person", the Agency may substitute Personnel from time to time provided that any substitute is reasonably suitable for the role.

5. ORDERS, STATEMENTS OF WORK AND CHANGE CONTROL

5.1 Either Party may from time to time propose a new engagement. The Agency will record each engagement in an Order issued to the Client, which becomes binding on the Client's acceptance in accordance with clause 2.3.

5.2 An Order shall describe at minimum: the Services and Deliverables; the Fees and payment schedule; the timeline and any Milestones; the Key Personnel (if any); the Acceptance Criteria; any specific Service Levels; the Client's dependencies and obligations; the applicable Product Schedule(s); and any agreed deviations from this Agreement.

5.3 Either Party may request a change to an Order (a "Change Request"). The Change Request shall describe the proposed change and, where reasonably possible, the proposing Party's assessment of its impact on Fees, timelines and Deliverables. Without limiting the foregoing, where the Agency reasonably determines that any request, instruction or requirement of the Client falls outside the scope of Services described in the relevant Order, the Agency may designate such request as a Change Request, and shall not be obliged to commence any work in respect of it until a written change note recording the agreed scope and additional Fees has been signed by both Parties. A change note is only required for changes to the scope of an Order itself; Ad Hoc Work is dealt with under clause 9.13.

5.4 Within 5 (five) Business Days of receipt of a Change Request, or such longer period as the Parties may agree, the Agency shall issue a written response setting out the impact of the proposed change on Fees, timelines and Deliverables. The Client shall accept or reject the Agency’s response in writing within 5 (five) Business Days of receipt, failing which the Change Request shall lapse and the Agency shall continue to perform the Services on the existing scope. Any delay to the Services resulting from the Client’s failure to respond within that period shall constitute a Client Cause. No change shall take effect, and the Agency shall not be obliged to commence work in respect of any change, until the Parties have signed a written change note recording the agreed change.

5.5 The Client acknowledges that any work performed at the Client's request pending the conclusion of a written change note shall be invoiced on a time and materials basis at the Agency's then-current rates.

6. SERVICE LEVELS AND REPORTING

6.1 The Agency shall use reasonable endeavours to provide the Services in accordance with the Service Levels set out in the relevant Order or Product Schedule or, failing that, in Schedule 1.

6.2 The Agency shall provide the Client with regular reporting on the Services at the cadence agreed in the Order or, failing that, at such frequency as the Parties may agree having regard to the nature of the Services.

6.3 Where the Agency materially fails to meet a Service Level for two (2) or more consecutive reporting periods, the Parties shall meet within 10 (ten) Business Days of written notice from the Client to agree a remediation plan. The remedies available to the Client for failure to meet a Service Level shall be those expressly set out in the Order or Product Schedule or, in the absence of such express remedies, those available at law subject to clause 20 (Limitation of Liability).

6.4 The Agency's performance obligations are subject to the Client meeting its obligations and dependencies under this Agreement, the relevant Order and any project plan or Development Timetable communicated by the Agency's project manager from time to time. The Agency shall be relieved of its performance obligations to the extent that any failure or delay results from a Client Cause (as defined in clause 1.1).

7. ACCEPTANCE OF DELIVERABLES

7.1 Upon delivery of a Deliverable, the Client shall have 4 (four) Business Days, or such other period as set out in the Order, to review the Deliverable against the Acceptance Criteria (the "Review Period").

7.2 If the Client does not deliver a written notice of rejection (specifying in reasonable detail the respects in which the Deliverable fails to meet the Acceptance Criteria) within the Review Period, the Deliverable shall be deemed accepted.

7.3 Where a Deliverable is rejected, the Agency shall, within a reasonable period, correct the failures identified in the notice of rejection and resubmit the Deliverable. The Client shall be entitled to two (2) such cycles of revert in respect of each Deliverable. Any further revisions, or any revisions not arising from a failure to meet the Acceptance Criteria (including stylistic preferences, changes of mind, or changes to the brief), shall constitute a Change Request and shall be charged for under clause 5.

7.4 The Client's use of a Deliverable in any commercial context (including any publication, broadcast, deployment or distribution to third parties) shall be deemed to be acceptance of that Deliverable.

7.5 This clause 7 applies to Deliverables. It does not apply to the ongoing performance of Support, Maintenance and Hosting Services, which are governed instead by the Service Levels set out in Schedule 5.

7.6 Deemed acceptance under clauses 7.2 and 7.4 applies for purposes of invoicing, the vesting of Deliverable IP under clause 10.3 and the warranty periods in clause 17.4. Notwithstanding deemed acceptance: the Agency shall not publish, deploy to a live environment or launch any new Deliverable

without the prior written approval of the Client Project Owner (which may be given by email), save that no further approval is needed for (a) routine updates, security patches and bug fixes under Schedule 5; (b) community management responses; and (c) content forming part of a content calendar the Client has already approved; the Agency shall not be obliged to undertake any further revisions to a Deliverable unless the Client has provided written feedback; and where the Agency has sent the Client two written follow-ups in respect of a Deliverable, at least 2 (two) Business Days apart, without receiving written feedback or approval, the Deliverable shall be deemed accepted for invoicing purposes.

8. CLIENT OBLIGATIONS AND COOPERATION

8.1 The Client shall, at its own cost: provide the Agency with timely and accurate briefings, instructions, approvals, feedback and Client Materials; ensure that all Client Materials are accurate and lawful, do not infringe any third party rights, and may lawfully be used in the manner contemplated by the Order; nominate a single point of contact with authority to bind the Client in respect of the engagement (the "Client Project Owner"), who shall be the sole person from whom the Agency is required to accept instructions, feedback and approvals - the Agency shall be entitled to disregard any instructions or feedback received from any other person unless the Client Project Owner has confirmed in writing that such person is authorised to provide instructions on the Client's behalf; provide such cooperation and access to its personnel and systems as is reasonably required for the Agency to perform the Services; and comply with all reasonable instructions and security requirements of the Agency in relation to the Services.

8.2 The Client warrants that it has procured all necessary rights, licences, consents and approvals (including, where required, third party consents and Personal Information consents) to permit the Agency's use of the Client Materials in the manner contemplated by this Agreement and the relevant Order. The Client acknowledges and agrees that it is solely responsible for: reviewing, checking and approving all briefs, specifications, tasks, deliverables and project scopes before and during each engagement - the Agency shall be entitled to rely on briefs and approvals given by the Client, and shall not be liable for any omission, error or shortcoming in a Deliverable to the extent that it arises from an incomplete, inaccurate or inadequate brief provided by the Client or from the Client's failure to review deliverables against the agreed scope; and making its own independent business decisions regarding the use, deployment and commercial implications of any Deliverable, Platform, campaign or other output of the Services - the Agency's role is limited to providing product and technical advice within the scope of the Services, and the Agency does not provide legal, financial or general business advice.

8.3 Where the Services include Support, Maintenance and Hosting Services, the Client and its Authorised Users are responsible for the integrity, security and back-up of any data stored on the Platform, save to the extent of the Agency's backup obligations set out in paragraph 3 of Schedule 5, or to the extent the Agency has expressly assumed further responsibility in the relevant Order.

8.4 The Agency shall not be responsible or liable for any defect, error, disruption, data loss or failure in any Deliverable, Platform, website, system, hosting environment or advertising account to the extent caused by any change, modification, integration, installation or configuration made by the Client, any Authorised User, or any third party (including the Client's other suppliers) to whom the Client has given access. Where the Agency is required to diagnose, rectify or remediate any such issue, that work shall be chargeable to the Client on a time and materials basis at the Agency's then-current rates.

9. FEES AND PAYMENT

9.1 In consideration for the Services, the Client shall pay the Agency the Fees set out in the relevant Order. All amounts are stated exclusive of VAT, which shall be payable in addition where applicable. All bank charges, transfer fees, currency conversion costs, intermediary bank fees and any other costs associated with making payment (including, without limitation, costs arising from international or cross-border payments) shall be for the Client's account, and the Agency shall be entitled to receive the full invoiced amount without deduction of any such charges.

9.2 Unless otherwise expressly provided in the Order or the applicable Product Schedule, the following payment schedule shall apply: for Build Services, 50% (fifty percent) of the Fees shall be invoiced on signature of the Order and shall be payable as a deposit prior to the commencement of any work, and the balance shall be invoiced on completion, or in such instalments as may be set out in the Order; and for Digital Marketing Services and Support, Maintenance and Hosting Services provided on a retainer or subscription basis, the monthly Fee shall be invoiced in advance on the first Business Day of each month.

9.3 Invoices shall be payable within 30 (thirty) days of the date of invoice, unless a shorter period is specified in the applicable Product Schedule or Order, by electronic funds transfer into the bank account nominated by the Agency in writing, free of any deduction or set-off.

9.4 Any amount not paid by the due date shall bear interest at the rate prescribed under the Prescribed Rate of Interest Act 55 of 1975, calculated from the due date until the date of payment, both days inclusive. Without prejudice to its other remedies, the Agency may suspend any or all of the Services under any or all Orders (including access to any Platform, and the delivery of any Deliverable or the transfer of any Intellectual Property) for so long as any invoice under any Order remains unpaid beyond its due date.

9.5 The Client shall not be entitled to withhold payment of any invoice, whether wholly or in part, on account of any dispute. Where the Client disputes any invoice in good faith, it shall pay the undisputed portion by the due date and notify the Agency in writing of the disputed portion within 10 (ten) Business Days of receipt of the invoice, failing which the invoice shall be deemed undisputed. The Parties shall use reasonable endeavours to resolve the dispute within 20 (twenty) Business Days, failing which clause 9.4 shall apply.

9.6 Disbursements (including the cost of stock imagery, fonts, music licences, themes, software subscriptions, printing, courier, and any out-of-pocket expenses) shall be charged at cost plus a handling fee of 10% (ten percent), and shall be itemised on the relevant invoice. Pre-approval by the Client shall be required for any individual disbursement in excess of R2 000 (two thousand Rand).

9.7 Travel and subsistence expenses reasonably and necessarily incurred by the Agency in providing the Services shall be recoverable from the Client in accordance with the Agency's standard expense policy, subject to pre-approval of any travel outside the Gauteng metropolitan area.

9.8 Where an Order provides for a monthly retainer, the Agency shall track utilisation of the Services against the scope covered by the retainer. Where the Agency reasonably anticipates, or utilisation reporting demonstrates, that the Services reasonably required exceed the retainer scope by more than 15% (fifteen percent) over any 2 (two) consecutive months, the Parties shall meet in good faith within 10 (ten) Business Days to agree either a re-baselining of the retainer Fee or the treatment of the excess as a

Change Request under clause 5. Pending such agreement, the Agency shall not be obliged to perform Services materially in excess of the retainer scope, and any excess Services performed at the Client's request shall be charged as Ad Hoc Work under clause 9.13. Conversely, persistent material under-utilisation of a retainer shall not entitle the Client to any refund or carry-forward of unused capacity save as expressly provided in the Order.

9.9 Save as expressly provided in this clause 9.9 or as required by law, Fees paid are not refundable, including on termination of an Order for any reason. The sole exception is where the Client terminates an Order under clause 25.4 by reason of the Agency's uncured material breach, in which event pre-paid Fees for Services not yet performed under that Order shall be refunded in accordance with clause 26.1.

9.10 In addition to the escalation contemplated in clause 25.2, the Agency may, in its discretion and by any amount, increase the Fees for any Services provided on a retainer, subscription or other ongoing basis (including development retainers for Build Services, Digital Marketing Services, and Support, Maintenance and Hosting Services) at any time on not less than 60 (sixty) days' written notice to the Client. If the Client does not agree to such increase, the Client may terminate the affected Order on 30 (thirty) days' written notice given within 30 (thirty) days of receipt of the Agency's fee increase notice, without an Early Termination Charge, but subject to payment of all Fees and committed third party costs accrued up to the effective date of termination. If the Client does not give such notice within that 30 (thirty) day period, the Client is deemed to have accepted the increase.

9.11 Should the Agency instruct attorneys or a debt collector to recover any amount due by the Client under this Agreement or any Order, the Client shall, to the extent permitted by law, be liable for and shall pay on demand all legal costs incurred by the Agency on the attorney and own client scale, together with collection commission and tracing fees, whether or not legal proceedings are instituted.

9.12 A certificate signed by any director of the Agency (whose appointment or authority need not be proved) stating the amount owing by the Client to the Agency at any time shall be prima facie proof of the amount so owing for all purposes, including in any application for summary judgment or provisional sentence.

9.13 Retainer Hours and Ad Hoc Work.

9.13.1 Hours and deliverables included in a retainer are allocated per calendar month. Any hours or deliverables not used in a month lapse at the end of that month and are not carried forward, refunded or credited.

9.13.2 Any work requested by the Client that falls outside the scope of an Order, or exceeds the hours included in it ("Ad Hoc Work"), such as print design requested by a social media retainer client or website updates requested by a hosting client, may be performed by the Agency without a change note. Ad Hoc Work is charged at the hourly rate stated in the relevant Order or, if none is stated, at the Agency's then-current rates.

9.13.3 A request for Ad Hoc Work may be made by the Client Project Owner or any Authorised User by email or messaging, and constitutes the Client's instruction to proceed.

9.13.4 Ad Hoc Work is recorded in the Agency's time tracking system and invoiced monthly in arrears. The Agency's time records are prima facie proof of the time spent.

9.13.5 Where the Agency reasonably expects a single request for Ad Hoc Work to exceed 5 (five) hours, it will give the Client an estimate before starting.

9.13.6 This clause applies despite clause 5.3. Rush Work is charged separately in accordance with Schedule 4.

10. INTELLECTUAL PROPERTY

10.1 Each Party's Background IP shall remain the exclusive property of that Party. Nothing in this Agreement shall operate to assign or transfer any Background IP.

10.2 The Client hereby grants the Agency a non-exclusive, royalty-free, sub-licensable licence to use, copy, modify and adapt the Client Materials and the Client's Background IP to the extent reasonably necessary to provide the Services and create the Deliverables.

10.3 Subject to payment in full of all Fees and other amounts due to the Agency under the relevant Order, and subject to clauses 10.4 to 10.7 below, all Intellectual Property in the Deliverables (the "Deliverable IP") shall, upon such payment, vest in the Client. The Agency hereby assigns to the Client, with effect from the date of full payment, all of its right, title and interest in and to the Deliverable IP. Until such full payment, the Agency shall retain all Intellectual Property in the Deliverables and the Client shall have no right to use or exploit the Deliverables.

10.4 The Deliverable IP shall expressly exclude: any Background IP of the Agency incorporated into a Deliverable; any Third Party Materials or Third Party Software incorporated into a Deliverable; any source files, working files, sketches, prototypes, drafts and working materials not delivered as a Deliverable (collectively, "Working Materials"); any campaign structures, campaign templates, targeting and optimisation methodologies, creative frameworks and know-how developed or used by the Agency on any advertising platform, and any advertising accounts or business managers created in the name of the Agency or within the Agency's own business manager (collectively, "Agency Ad Assets"), which shall remain the exclusive property of the Agency - the Agency shall not be obliged to transfer or grant access to any Agency Ad Assets to the Client or any third party on termination, but shall provide the Client with campaign performance reports on reasonable request; and, in respect of any software or Platform Deliverable, any general know-how developed or discoveries made during the course of developing the Deliverable, including: concepts or ideas; methods or methodologies; procedures or processes; know-how or techniques; function, process, system, data, or object models; templates; the generalised features of the structure, sequence and organisation of software, user interfaces and screen designs; general purpose consulting and software tools, utilities, routines or frameworks; the logic, coherence and methods of operation of systems; and patches or enhancements to open source libraries. Notwithstanding the foregoing: any advertising account registered in the name of the Client (a "Client Ad Account") shall remain the property of the Client; and all custom audiences, customer lists, seed audiences, pixel, tag and conversion data and other data derived from the Client's customers, the Client Materials or visitors to the Client's Platform or websites ("Client Audience Data") shall belong to the Client, shall (to the extent it comprises Personal Information) be processed by the Agency as Operator under clause 13, and shall on termination be returned to the Client (by transfer, export or grant of access, where the relevant platform permits) or deleted, in accordance with clauses 13.2 and 15.8. Any transfer of a Client Ad Account or Client Audience Data shall be subject to clause 15.7 and chargeable in accordance with clause 26.1. The Client acknowledges that Working Materials and Agency Ad Assets

shall remain the property of the Agency and shall not be made available to the Client save where expressly agreed in the Order and at the additional fee specified therein.

10.5 To the extent that any Background IP of the Agency is incorporated into a Deliverable, the Agency hereby grants the Client a non-exclusive, royalty-free, perpetual, worldwide, irrevocable (save for material breach) licence to use such Background IP solely as incorporated into, and to the extent necessary for the Client to enjoy the benefit of, the Deliverable. Such licence shall be sub-licensable only to the Client's affiliates and to suppliers acting on the Client's behalf in connection with the use of the Deliverable.

10.6 Third Party Materials and Third Party Software shall be subject to the terms of the relevant third party licence, which the Agency shall disclose to the Client where reasonably possible. The Client shall comply with such third party licence terms. The Agency shall not be liable for any breach of such third party licence terms occasioned by the Client's use of the Deliverable in a manner inconsistent with such terms.

10.7 The Client hereby grants the Agency a non-exclusive, royalty-free, perpetual, worldwide licence to use, display and reproduce the Deliverables and the name and logo of the Client in the Agency's portfolio, case studies, credentials decks, awards submissions and marketing materials. The Agency shall not disclose any Confidential Information of the Client in doing so and shall, where reasonably possible, give the Client prior notice of any case study or awards submission that discloses specific commercial outcomes.

10.8 Each Party warrants to the other that, to the best of its knowledge and belief, the use of its Background IP and (in the case of the Client) the Client Materials, as contemplated by this Agreement, will not infringe the Intellectual Property of any third party.

10.9 Where a Deliverable includes content created by an influencer or other third-party creator engaged for the Client, the Client's right to use that content is limited to the usage period and channels agreed with that creator, as set out in the Order. Use outside that period or those channels requires a new licence, at the Client's cost.

11. GENERATIVE AI AND EMERGING TECHNOLOGY

11.1 The Client acknowledges and consents to the Agency's use of Generative AI Tools as part of its standard working practice, including for ideation, drafting, research, image generation, code generation, copywriting and the creation of Deliverables, provided that the Agency complies with the requirements of this clause 11 and its internal AI usage policy, as amended from time to time.

11.2 The Agency shall: only use Generative AI Tools provided by reputable enterprise vendors operating under terms that do not, by default, train models on customer inputs or outputs; not input any Confidential Information of the Client into any Generative AI Tool save where such tool operates on a no-training basis and the input is otherwise compatible with the Agency's obligations under clauses 12 (Confidentiality) and 13 (Data Protection); apply human review and editorial judgement to all outputs of Generative AI Tools incorporated into a Deliverable, and remain responsible for such Deliverable to the Client; and disclose, on request from the Client, the categories of Generative AI Tools used in the production of a particular Deliverable.

11.3 The Client acknowledges that the legal status of outputs of Generative AI Tools is unsettled in many jurisdictions, including in respect of authorship, copyright subsistence and the use of training data. The Agency makes no warranty as to the copyright protectability of any Deliverable to the extent that it comprises material generated by a Generative AI Tool, and the Client accepts this position.

11.4 The Client shall not, without the prior written consent of the Agency, use any Deliverable, Working Materials or other output of the Agency as training data for any Generative AI Tool.

11.5 Where the Client provides the Agency with any prompts, fine-tuned models, model weights, embeddings or other AI-related materials (collectively, "Client AI Materials"), such Client AI Materials shall be treated as Client Materials for the purposes of this Agreement.

12. CONFIDENTIALITY

12.1 For purposes of this Agreement, "Confidential Information" means all information of whatever nature disclosed by or on behalf of one Party (the "Disclosing Party") to the other (the "Receiving Party") (whether before or after the Effective Date, and whether in writing, orally or by any other means) which is by its nature confidential, which is identified or marked as confidential, or which the Receiving Party knows or ought reasonably to know is confidential, including: business plans, strategies, financial information, customer lists, supplier lists, marketing plans, technical know-how, source code, Credentials, trade secrets, drafts, briefs and the terms of this Agreement and any Order.

12.2 Each Receiving Party undertakes to: hold the Confidential Information of the Disclosing Party in strict confidence; not use such Confidential Information for any purpose other than the performance of its obligations or the exercise of its rights under this Agreement; not disclose such Confidential Information to any third party save to its directors, employees, professional advisors, sub-contractors and Personnel on a strict need-to-know basis, and provided that the recipient is bound by confidentiality obligations no less onerous than those set out in this clause; and apply at least the same standard of care to the Confidential Information of the Disclosing Party as it applies to its own information of a similar nature, and in any event no less than a reasonable standard of care.

12.3 The obligations of confidentiality shall not apply to information that: is or becomes publicly known otherwise than by breach of this Agreement; was lawfully in the possession of the Receiving Party prior to disclosure; is lawfully acquired from a third party not under any obligation of confidentiality; or is independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party.

12.4 A Receiving Party may disclose Confidential Information to the extent required by law, regulation, court order or rule of a recognised stock exchange, provided that, where lawfully able to do so, it gives the Disclosing Party prior written notice and cooperates with the Disclosing Party in any attempt to limit or contest such disclosure.

12.5 The obligations of confidentiality shall survive termination of this Agreement for a period of 5 (five) years, save in respect of any trade secret, in which case the obligations shall survive for so long as the information retains the character of a trade secret.

12.6 On termination of this Agreement, or earlier on the written request of the Disclosing Party, the Receiving Party shall, at the Disclosing Party's option, return or destroy all Confidential Information in its

possession or control, save that the Receiving Party may retain one copy of such Confidential Information to the extent required by law, professional standards or its bona fide internal record-keeping and back-up policies, subject to ongoing confidentiality obligations.

13. DATA PROTECTION

13.1 The Parties acknowledge that, in the provision of the Services, the Agency may process Personal Information on behalf of the Client. In respect of such Personal Information: the Client is the Responsible Party; and the Agency is the Operator. Each Party shall comply with its obligations under POPIA in such respective capacity. The Client, as Responsible Party, is solely responsible for: ensuring that its instructions to the Agency regarding the processing of Personal Information are lawful and comply with POPIA (including having obtained all necessary consents and given all required notifications); and determining and documenting the purpose of and basis for the processing of Personal Information. Without limiting the foregoing, the Client is responsible for the lawful basis for all Personal Information its Platforms, campaigns and forms collect (including any special personal information, such as health information), and warrants that any contact lists, customer data or audiences it provides or authorises the Agency to use for marketing were collected with all consents required by section 69 of POPIA and other applicable law. The Agency shall be entitled to rely on the Client's instructions without independently verifying their lawfulness, and shall not be liable for any claim arising from the Client's failure to comply with its obligations as Responsible Party.

13.2 Where the Agency acts as Operator, it shall: process the Personal Information only with the knowledge or authorisation of the Client (as Responsible Party), and only for the purposes set out in this Agreement or the relevant Order or as otherwise lawfully instructed by the Client in writing; treat such Personal Information as confidential in accordance with clause 12; secure the integrity and confidentiality of such Personal Information by taking appropriate, reasonable technical and organisational measures to prevent loss, damage, unauthorised destruction, and unlawful access to or processing of such Personal Information, having regard to generally accepted information security practices and procedures applicable to it generally or required in terms of specific industry or professional rules and regulations; notify the Client immediately and in any event within 24 (twenty four) hours where there are reasonable grounds to believe that the Personal Information of a data subject has been accessed or acquired by any unauthorised person, and provide the Client with reasonable assistance to enable the Client to comply with its notification obligations under section 22 of POPIA, such assistance being charged at the Agency's time and materials rates unless the security compromise was caused by the Agency's breach of this Agreement; assist the Client, at the Client's reasonable cost, with responding to data subject requests for access, correction or deletion; and on termination of the relevant Order or this Agreement (whichever is later), at the Client's option, return or securely delete all Personal Information processed on behalf of the Client, save to the extent that the Agency is required to retain such Personal Information in terms of any applicable law.

13.3 The Agency may engage sub-operators to assist in the processing of Personal Information, without the Client's prior consent for each, provided that each such sub-operator is bound by written terms (which may be the sub-operator's standard terms) requiring it to apply reasonable security measures and to process the Personal Information only for the purposes of the Services, and shall remain liable to the Client for the acts and omissions of each such sub-operator in respect of such Personal Information.

13.4 The Client acknowledges that the Agency may use, and the Personal Information may be processed by, cloud service providers and other third party service providers located outside the Republic of South Africa. The Client hereby authorises such cross-border transfers, on the basis that such transfers comply with section 72 of POPIA, including by virtue of binding corporate rules, standard contractual clauses or substantial similarity of the recipient jurisdiction's data protection regime.

13.5 In respect of Personal Information of the Agency's own employees, suppliers, prospective clients and other persons that the Agency processes for its own purposes (including Personal Information of the Client's personnel that the Agency processes for the purposes of managing the relationship, communicating with the Client and rendering invoices), the Agency acts as the Responsible Party, and the Agency's privacy notice shall apply to such processing.

13.6 The Information Officer of the Agency is **George Georgiades, a director,** who may be contacted at **admin@tecbot.co.za** or on **+27 87 701 4004**. The Information Officer is registered with the Information Regulator in terms of section 55 of POPIA.

14. INFORMATION SECURITY

14.1 The Agency shall maintain commercially reasonable information security measures, having regard to the nature, scope and purpose of the Services and the sensitivity of the information processed, including: industry-standard endpoint protection on devices used to provide the Services; multi-factor authentication on the Agency's core business systems; encryption of Confidential Information at rest where stored on portable devices, and in transit over public networks; access controls limiting access to Confidential Information on a need-to-know basis; and reasonable business continuity and disaster recovery measures.

14.2 Each Party shall comply with the Cybercrimes Act 19 of 2020 and shall not engage in any conduct that would constitute an offence under that Act.

14.3 Where the Client provides the Agency with access to the Client's systems, the Agency shall comply with the Client's reasonable security policies and procedures, provided that such policies and procedures have been disclosed to the Agency in writing in advance.

14.4 Save where the Agency provides Support, Maintenance and Hosting Services in respect of a Platform under clause 15 and Schedule 5, the Client is responsible for the security of its own systems, websites and hosted environments.

15. HOSTING, PLATFORM AND SUPPORT SERVICES

15.1 Where an Order includes Support, Maintenance and Hosting Services, the Agency shall provide such Services in accordance with this clause 15, the Service Levels and severity categories set out in Schedule 5, and the relevant Order.

15.2 The Agency shall issue Credentials to the Client on registration. The Client shall designate an Administrator, who shall be responsible for the distribution and management of Credentials to Authorised Users, and for promptly notifying the Agency in writing of any lost or compromised Credentials or any known breach of security. Only Authorised Users may access a Platform, and only using their own Credentials; Credentials may not be shared.

15.3 The Agency shall, where necessary and reasonably practicable having regard to the nature and scale of the Platform, maintain a disaster recovery plan in respect of each Platform it hosts, which shall be made available to the Client on request, and shall implement that plan in the event of a disaster affecting the Platform.

15.4 Without limiting clause 8.4, the Agency shall not be responsible or liable for: the correction of defects caused by the Client's use of a Platform in an incorrect manner or otherwise than as recommended by the Agency; the correction of defects caused by software, applications or hardware not compatible with the Platform; the correction of defects or disruptions caused by changes, modifications, integrations or installations made by or on behalf of the Client (or any Authorised User) to the Platform, any connected system, or any advertising account, including the integration of third party tools, AI systems or plugins; the maintenance of any equipment, client software or infrastructure not provided by the Agency; the training of the Client's staff on the management of their own data; or the failure of the Platform arising from changes made by or to any Third Party Software on which the Platform relies. Where the Agency is required to diagnose, rectify or remediate any issue arising from any of the foregoing, such work shall be chargeable to the Client on a time and materials basis at the Agency's then-current rates.

15.5 The Client shall ensure that Authorised Users who are no longer authorised do not access the Platform, and shall promptly notify the Agency in writing where any such user's access should be revoked.

15.6 The Agency may immediately suspend the Client's access to a Platform, without liability, if: any Fees or other amounts due under this Agreement or any Order (whether or not in respect of the Platform Services) are not paid by their due date; the Client or an Authorised User attempts to circumvent or breach any security mechanism of the Platform, or accesses data outside that which belongs to the Client; the Agency reasonably believes that the Client's use of the Platform poses a security threat to the Agency or to any other client of the Agency; or the Agency reasonably believes the Platform is being used for an unlawful purpose or in breach of any applicable law. The Agency shall give the Client notice of any such suspension where reasonably possible, and shall not intentionally erase the Client's data during any period of suspension, provided that Fees shall continue to accrue during the suspension.

15.7 Where the Agency procures any hosting, infrastructure, domain, software-as-a-service subscription or similar service from a further third party on behalf of the Client (a "Procured Service"), the Procured Service shall be subject to the terms of the relevant third party provider. The Agency shall not be liable for any failure, interruption or breach by such third party provider, save where the Agency has expressly assumed such liability in writing. The Agency shall use reasonable endeavours to procure that any Procured Service is registered in the name of the Client where reasonably possible. On termination of the relevant Order, the Agency shall, subject to payment in full of all Fees and other amounts owing by the Client under this Agreement and all Orders, transfer to the Client (or its nominated new supplier) any Procured Service registered in the name of the Agency, chargeable in accordance with clause 26.1. The Agency shall be entitled to withhold any such transfer, and any copy or handover under clauses 10.4, 15.8 or 26.1, until such payment has been received, save that Personal Information shall be returned in accordance with clause 13.2 whether or not payment has been made. From the effective date of termination, the Client shall be solely responsible for the renewal, payment and maintenance of all Procured Services, domains, licences and subscriptions, the Agency shall have no obligation to renew any

of them, and the Agency shall have no liability for any lapse, expiry, suspension or loss of any of them (including any domain name) occurring after termination or arising from the Client's failure to make payment.

15.8 On termination or expiry of any Order for any reason, the Client's access to the relevant Platform shall cease and the Agency will retain the Client's content, Deliverables and data for 30 (thirty) days from the effective date of termination. During that period the Client may request a copy or handover, subject to clause 15.7 and charged at the Agency's time and materials rates. After 30 (thirty) days the Agency will permanently delete that content and data, and any remaining backup copies will be deleted in the normal backup cycle. Failing a request for return within that period, the Client shall be deemed to have elected deletion for purposes of clause 13.2. The Agency has no liability in respect of any content or data after it has been deleted in accordance with this clause. This clause does not apply to the Agency's own business records, which it retains as required by law.

16. MEDIA, ADVERTISING SPEND AND THIRD PARTY COMMITMENTS

16.1 This clause 16 applies where an Order for Digital Marketing Services involves the planning, buying or placement of Media.

16.2 The Agency shall be under no obligation to book, reserve, commit to or place any Media, or to enter into any commitment with any Media Owner, until the Agency has received the relevant Media Spend, together with the Agency's associated fees and VAT, in cleared funds in advance ("pre-funding"). The Agency shall not be required to fund, advance or underwrite any Media Spend or any other third party cost from its own resources, and any decision by the Agency to do so on any occasion shall not constitute a waiver of this clause or create any obligation to do so again.

16.3 The Client acknowledges that, where the Agency contracts with a Media Owner or other third party on the Client's behalf, the Agency may do so as principal and may thereby incur personal liability to that Media Owner or third party. Accordingly, the Client shall be liable for, and hereby indemnifies the Agency against, all amounts committed to any Media Owner or third party on the Client's behalf or with the Client's authority, including all amounts that are non-cancellable or that have become irrevocably committed as at the date of any suspension, expiry or termination of the Services.

16.4 Media rates, inventory, availability, audience figures, targeting capabilities and performance metrics are determined by the relevant Media Owner and are subject to change without notice. The Agency does not warrant the availability of any Media, the accuracy of any audience or performance estimate, or the outcome or performance of any campaign, and (subject to clause 20.1) shall not be liable for any act, omission, pricing change, policy change, suspension, rejection or measurement by any Media Owner. Any predictions or projections communicated to the Client are based on estimates provided by third party platforms and the Agency's own experience, and are not warranted.

16.5 The Agency shall account to the Client for pre-funded Media Spend. Any pre-funded Media Spend that has not been committed or spent at the end of a calendar month or campaign shall be carried forward as a credit towards Media Spend in subsequent months, and shall only be refunded to the Client on expiry or termination of the relevant Order, within 30 (thirty) days thereafter, after deduction of any non-refundable or non-cancellable amounts and any Fees or other amounts due to the Agency.

16.6 Any rebates, incentives, volume discounts, agency commissions or other value received by the Agency from a Media Owner shall be dealt with as set out in the relevant Order; in the absence of express provision, such amounts shall accrue to and be retained by the Agency. Subject to clause 10.4, the Agency reserves the right to restrict the Client's direct access to Agency Ad Assets during the Term, save as otherwise agreed in the relevant Order.

17. WARRANTIES

17.1 Each Party warrants to the other that: it has full legal capacity and authority to enter into this Agreement and to perform its obligations hereunder; the signature of this Agreement and the performance of its obligations hereunder have been duly authorised by all necessary internal action; and it shall comply with all applicable laws in the performance of its obligations hereunder.

17.2 The Agency warrants that it shall provide the Services with the skill, care and diligence reasonably expected of a professional technology and digital marketing services provider providing services of a similar nature in the Republic of South Africa, and that, to the best of its knowledge and belief, the Deliverables (excluding the Client Materials and Third Party Materials) will not infringe the Intellectual Property of any third party.

17.3 The Client warrants that the Client Materials are accurate and lawful, do not infringe any third party rights, and may lawfully be used in the manner contemplated by the Order.

17.4 The Agency does not warrant that any Deliverable or Platform will be error-free or will operate without interruption after acceptance or go-live, but shall use reasonable endeavours to correct any errors reported to it within a reasonable period. The Agency does not warrant the performance of any Deliverable or Platform on any third party infrastructure, hardware or software not provided by the Agency. Any error reported to the Agency more than 30 (thirty) days after final acceptance of the relevant Deliverable, or after go-live of the relevant Platform (or such other period as may be specified in the relevant Product Schedule or Order), shall be attended to at the Agency's then-current hourly rate.

17.5 Save as expressly provided in this Agreement, all warranties, conditions, terms and representations, whether express, implied, statutory or otherwise (including any implied warranty of merchantability or fitness for a particular purpose) are excluded to the maximum extent permitted by law.

18. ANTI-BRIBERY, SANCTIONS AND AML

18.1 Each Party shall comply with all applicable anti-bribery and anti-corruption laws, including the Prevention and Combating of Corrupt Activities Act 12 of 2004. Neither Party shall, directly or indirectly, offer, promise or give any undue financial or other advantage to any person, including any public official, to induce that person to act improperly or to influence any decision in connection with this Agreement.

18.2 Each Party shall comply with all applicable economic sanctions and anti-money laundering laws, including the Financial Intelligence Centre Act 38 of 2001, and shall not engage in any transaction that would cause the other Party to be in breach of such laws.

18.3 Each Party shall promptly notify the other of any actual or suspected breach of this clause 18 of which it becomes aware in connection with this Agreement.

19. INDEMNITIES

19.1 Subject to clause 20 (Limitation of Liability), the Agency shall indemnify the Client against any award of damages or settlement amounts payable to a third party (and reasonable legal costs) arising from any third party claim that the Deliverables, in the form provided by the Agency and excluding the Client Materials, Third Party Materials, Third Party Software and any material provided or specified by the Client, infringe the Intellectual Property of such third party, provided that: the Client gives the Agency prompt written notice of the claim (and in any event within 10 (ten) Business Days of the Client becoming aware of it); the Client grants the Agency sole control of the defence and any settlement of the claim; the Client provides reasonable cooperation to the Agency in the defence of the claim; and the claim does not arise from any modification of the Deliverable made other than by the Agency, or from the use of the Deliverable in combination with any product or service not provided by the Agency.

19.2 The Client shall indemnify the Agency against any award of damages or settlement amounts payable to a third party (and reasonable legal costs) arising from: any third party claim that the Client Materials, or the use of the Deliverables or a Platform by the Client in a manner not contemplated by the Order, infringe the rights of such third party; any breach by the Client of its warranties under clauses 8 or 17.3; any failure by the Client to procure necessary consents, approvals or licences in respect of the Client Materials; or any amounts committed to a Media Owner or other third party on the Client's behalf or with the Client's authority, as contemplated in clause 16.3.

19.3 Subject to the Enhanced Cap in clause 20.4, the Agency shall indemnify the Client against direct damages, and against amounts the Client is ordered by a competent court, or agrees in a settlement approved by the Agency in writing, to pay to a data subject under section 99 of POPIA, to the extent arising from the Agency's breach of clause 13 in its capacity as Operator. The Client shall indemnify the Agency against equivalent liability to the extent arising from the Client's documented instructions, the Client Materials, or the Client's breach of its obligations as Responsible Party.

19.4 The Parties record that an administrative fine imposed under section 109 of POPIA, or any other statutory fine or penalty, is imposed on the responsible person in its own right and cannot lawfully be transferred to another. Accordingly, each Party shall bear any administrative fine or statutory penalty imposed on it, and neither Party shall be obliged to indemnify the other in respect of any such fine or penalty imposed on the other. The Client acknowledges that it is the Client’s sole responsibility to ensure its own compliance with POPIA (including the lawfulness of its processing activities and the adequacy of its privacy notices and consent mechanisms), and that the Client should obtain independent legal advice in this regard. The Agency shall not be liable for any administrative fine, enforcement notice or penalty imposed on the Client arising from the Client’s own processing activities or compliance failures.

19.5 The indemnities in clauses 19.1 and 19.2 are the sole and exclusive remedies of each Party in respect of the matters indemnified therein. The indemnity in clause 19.3 is subject to the Enhanced Cap set out in clause 20.4 and does not exclude any other remedy available under this Agreement subject to clause 20. The Client acknowledges that, where the Agency is instructed to upload, update, amend or display any legal content on or in connection with a Platform or Deliverable (including terms and conditions, privacy policies, disclaimers or other legal documents), the Agency acts solely as a technical service provider implementing the Client’s instructions. The Agency does not provide legal advice, does not review such legal content for accuracy, completeness or legal compliance, and shall not be liable for any error, omission or consequence arising from any such legal content. The Client shall obtain

independent legal advice in respect of all legal content and shall indemnify the Agency against any claim arising from such legal content.

20. LIMITATION OF LIABILITY

20.1 Nothing in this Agreement shall exclude or limit the liability of either Party for: death or personal injury caused by its negligence; fraud or fraudulent misrepresentation; or any other liability that cannot lawfully be excluded or limited.

20.2 Subject to clause 20.1, neither Party shall be liable to the other, whether in contract, delict (including negligence), under statute or on any other basis, for any indirect, special or consequential loss, or for any loss of profits, loss of revenue, loss of business, loss of anticipated savings, loss of goodwill, loss of opportunity or loss of data, in each case howsoever arising in connection with this Agreement. For the avoidance of doubt, this clause 20.2 shall not limit or affect: the Client's obligation to pay the Fees, Early Termination Charges and all other amounts expressly due under this Agreement; or either Party's liability under the indemnities in clause 19.

20.3 Subject to clauses 20.1, 20.2 and 20.4, the aggregate liability of each Party to the other under or in connection with this Agreement and each Order, whether in contract, delict (including negligence), under statute or on any other basis, shall not exceed an amount equal to the Fees actually paid by the Client to the Agency under the relevant Order in the 12 (twelve) months immediately preceding the event giving rise to the claim, or, where the relevant Order has been in force for less than 12 (twelve) months, an amount equal to 12 (twelve) times the average monthly Fees actually paid under that Order (the "General Cap").

20.4 Notwithstanding clause 20.3, the aggregate liability of each Party to the other for all claims arising from or in connection with a breach of clause 12 (Confidentiality) and/or clause 13 (Data Protection), including any liability under or in connection with POPIA, shall not in aggregate exceed the greater of: (a) an amount equal to 2 (two) times the Fees actually paid by the Client to the Agency under the relevant Order in the 12 (twelve) months preceding the event giving rise to the claim; and (b) R50 000 (fifty thousand Rand), provided that such liability shall in no event exceed R1 000 000 (one million Rand) (the "Enhanced Cap"). The Enhanced Cap is separate from and additional to the General Cap, save that the same loss shall not be recovered under both caps. The Parties confirm that the Enhanced Cap is reasonable having regard to the strict nature of civil liability under section 99 of POPIA and the allocation of risk under this Agreement.

20.5 The General Cap and the Enhanced Cap shall not apply to: the Client's obligation to pay the Fees; the Client's obligation to pay or indemnify Media Spend and other third party commitments under clause 16; the Client's liability for wilful misconduct; and the Client's indemnity obligations under clauses 16.3 and 19.2.

20.6 Each Party acknowledges that the limitations and exclusions of liability in this clause 20 are reasonable in light of the Fees payable, the nature of the Services, the insurance maintained, and the allocation of risk and reward under this Agreement.

21. INSURANCE

21.1 The Agency maintains such insurance as it considers appropriate to the nature and scale of the Services, and shall, on reasonable written request from the Client, confirm its cover.

22. FORCE MAJEURE

22.1 Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement (other than an obligation to pay money) to the extent that such failure or delay is caused by an event or circumstance beyond its reasonable control, including acts of God, war, terrorism, civil unrest, riots, strikes (other than those of the affected Party's own workforce), epidemic, pandemic, government action, severe weather, fire, flood, failure of national or regional electricity supply (including stages of load-shedding declared by Eskom), failure of national or regional internet infrastructure, and any cyber-attack on widely-used infrastructure (each a "Force Majeure Event").

22.2 The affected Party shall: notify the other Party in writing of the Force Majeure Event as soon as reasonably practicable, specifying the nature of the event and its expected duration and impact; use reasonable endeavours to mitigate the effects of the Force Majeure Event; and resume performance as soon as reasonably practicable after the Force Majeure Event has ceased.

22.3 If a Force Majeure Event continues for a period exceeding 60 (sixty) consecutive days, either Party may terminate the affected Order on written notice to the other, with no liability to the other Party save for amounts accrued prior to such termination.

23. NON-SOLICITATION

23.1 During the Term and for a period of 12 (twelve) months thereafter, neither Party shall, without the prior written consent of the other, directly or indirectly solicit for employment, or employ, or engage as an independent contractor, any employee or contractor of the other Party who has been materially involved in the provision or receipt of the Services. This clause shall not apply to: a general recruitment advertisement not specifically targeted at such persons; or any unsolicited application by such a person.

23.2 In the event of a breach of clause 23.1, the breaching Party shall pay the non-breaching Party, as liquidated damages and not as a penalty, an amount equal to 50% (fifty percent) of the relevant person's annual gross remuneration with the non-breaching Party (or, in the case of a contractor, the average annual fees paid to such contractor in the preceding 12 months), the Parties confirming that this amount is a genuine pre-estimate of the loss likely to be suffered.

23.3 During the Term and for a period of 18 (eighteen) months thereafter, the Client shall not, without the prior written consent of the Agency, solicit services similar to the Services directly from any third party sub-contractor introduced by the Agency to the Client in the course of the Services.

24. PUBLICITY

24.1 Neither Party shall issue any press release or public announcement concerning this Agreement without the prior written consent of the other, save as required by law or regulation.

24.2 The Agency's use of the Deliverables, the Client's name and logo, and non-confidential descriptions of the engagement, in its portfolio and credentials materials, is permitted as set out in clause 10.7.

25. TERM AND TERMINATION

25.1 This Agreement shall commence on the Effective Date and shall continue indefinitely until terminated in accordance with its terms (the "Term"). The duration of each Order shall be as set out in that Order.

25.2 Each Order shall specify its Initial Term. Unless the Order expressly states that it does not renew, on expiry of the Initial Term the Order shall automatically renew for successive Renewal Terms, each of the length stated in the Order or, if the Order does not state one, equal to the shorter of the Initial Term and 12 (twelve) months, unless either Party gives the other written notice of non-renewal not less than 60 (sixty) days (or such longer notice period as is specified in the relevant Order) before the end of the then-current Initial Term or Renewal Term. Once in each calendar year, on a date determined by the Agency and notified to the Client in writing at least 30 (thirty) days in advance, the Fees shall escalate by the greater of the percentage change in CPI over the preceding 12 (twelve) months and 0% (zero percent), unless the Parties agree different Fees in writing. This escalation does not entitle the Client to terminate, and is in addition to the Agency's right to increase Fees under clause 9.10.

25.3 Either Party may terminate this Agreement for convenience on 60 (sixty) days' written notice to the other, provided that any Order then in force shall continue until completed or otherwise terminated in accordance with its terms and this Agreement shall continue to govern that Order until it ends.

25.4 Either Party may terminate this Agreement or any Order immediately on written notice to the other if: the other Party fails to pay any amount due under this Agreement or any Order by its due date and fails to remedy such failure within 7 (seven) days of written notice requiring payment; the other Party commits any other material breach of this Agreement or the relevant Order which, if capable of remedy, has not been remedied within 30 (thirty) days of written notice requiring remedy; the other Party commits any act of insolvency, or is placed under business rescue, provisional or final liquidation, or judicial management, or commences proceedings of a similar nature, or makes any general assignment for the benefit of creditors, or is the subject of any application or order having the effect of any of the foregoing; or the other Party is in persistent breach of the Agreement (a series of breaches that, taken together, evidence a wilful disregard for the Agreement).

25.5 Where an Order specifies a Committed Term, the Client may terminate that Order for convenience before the end of the Committed Term only on written notice of not less than the cancellation notice period specified in the Order (or, if none is specified, 60 (sixty) days) and on payment of the Early Termination Charge. The Early Termination Charge comprises: (a) all Fees and committed third party costs accrued to the effective date of termination; (b) a sum equal to 50% (fifty percent) of the Fees that would otherwise have become payable for the unexpired balance of the Committed Term, which the Parties agree is a genuine pre-estimate of the Agency's loss (including committed staffing and lost opportunity) and not a penalty; and (c) all non-cancellable third party commitments (including Media Spend and licence commitments) made on the Client's behalf in respect of the unexpired balance of the Committed Term. Where an Order does not specify a Committed Term, either Party may terminate that Order for convenience on written notice of not less than the cancellation notice period specified in the Order (or, if none is specified, 60 (sixty) days), without an Early Termination Charge.

25.6 Termination of this Agreement shall, unless the terminating Party elects otherwise in writing, automatically terminate all Orders then in force, subject to the consequences of termination in clause 26.

25.7 Any breach by the Client of this Agreement or of any Order (including a failure to pay any amount due under any Order) shall constitute a breach of this Agreement and of every other Order then in force, and the Agency shall be entitled, at its election, to exercise any of its rights of suspension (including under clauses 9.4 and 15.6) and of termination under clause 25.4 in respect of any or all Orders, whether or not the breach relates to the Services under the affected Order.

25.8 If the Client fails to respond to the Agency's written communications regarding any Order for Build Services or other project-based Services for a continuous period of 60 (sixty) days, the Agency may, on written notice to the Client, close the project. On such closure: the Agency may invoice for all work performed up to the date of closure (calculated on a time and materials basis at the Agency's then-current rates where milestone-based Fees do not adequately reflect the work completed), payable in accordance with clause 9.3; the Agency shall be released from any obligation to hold resources for the project; and should the Client wish to resume the project, the Agency may require a new or amended Order with revised timelines, and a restart fee as specified in the Order or, failing that, 15% (fifteen percent) of the unbilled Fees for the project.

26. CONSEQUENCES OF TERMINATION

26.1 Termination of this Agreement or any Order shall not affect any accrued rights or remedies of either Party, or any obligations expressed or by their nature intended to survive termination, including clauses 9.11 and 9.12 (recovery costs and certificate), 10 (Intellectual Property), 12 (Confidentiality), 13 (Data Protection), 15.7 and 15.8 (handover and data on termination), 16 (Media - in respect of committed amounts), 19 (Indemnities), 20 (Limitation of Liability), 23 (Non-Solicitation), 26 (Consequences of Termination), 28 (Dispute Resolution), and 29 (Notices).

27. ASSIGNMENT, SUB-CONTRACTING AND CHANGE OF CONTROL

27.1 Neither Party may assign, cede, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing: the Agency may sub-contract the performance of any of its obligations under this Agreement subject to clause 4.2; either Party may assign this Agreement to an affiliate or to a successor in connection with a merger, sale of all or substantially all of its assets, or other corporate reorganisation, on written notice to the other Party; and the Agency may cede its rights to receive payment under any Order for purposes of invoice discounting or factoring, on written notice to the Client.

27.2 Each Party shall notify the other in writing as soon as reasonably practicable of any Change of Control of that Party.

27.3 The Agency may terminate this Agreement and/or any Order on 30 (thirty) days' written notice if the Client undergoes a Change of Control to a person that is a competitor of the Agency, or with whom the Agency has a bona fide conflict of interest, or whose ownership would or may place the Agency in breach of any applicable law (including sanctions, anti-money laundering or FICA obligations).

27.4 The Client may terminate this Agreement and/or any Order on 30 (thirty) days' written notice if the Agency undergoes a Change of Control to a person that is a direct competitor of the Client.

27.5 Where an Order is terminated under clause 27.3 or 27.4, no Early Termination Charge shall be payable, but the Client shall remain liable for all Fees, committed third party costs and other amounts accrued or irrevocably committed up to the effective date of termination in accordance with clause 26.1.

28. DISPUTE RESOLUTION

28.1 The Parties shall use good faith efforts to resolve any dispute, controversy or claim arising out of or in connection with this Agreement (a "Dispute") by negotiation between their respective representatives within 10 (ten) Business Days of one Party notifying the other of the Dispute.

28.2 If the Dispute is not resolved through negotiation, it shall be escalated to the respective most senior executives of the Parties, who shall meet (in person or by video conference) within a further 10 (ten) Business Days to seek to resolve the Dispute.

28.3 If the Dispute is not resolved within 20 (twenty) Business Days of escalation under clause 28.2, either Party may institute proceedings in a court of competent jurisdiction. Each Party consents to the jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg, in respect of any Dispute arising out of or in connection with this Agreement. Notwithstanding the foregoing, the Agency shall be entitled, at its election, to institute proceedings against the Client in any Magistrate's Court having jurisdiction over the Client, and the Client hereby consents in terms of section 45 of the Magistrates' Courts Act 32 of 1944 to the jurisdiction of such court, notwithstanding that the amount claimed may exceed its jurisdiction. Clauses 28.1 and 28.2 shall not apply to, or delay, the recovery by the Agency of any undisputed amount or any amount deemed undisputed under clause 9.5.

28.4 Nothing in this clause 28 shall prevent either Party from approaching a court of competent jurisdiction for urgent interim or interlocutory relief.

28.5 This clause 28 shall survive the termination of this Agreement.

29. NOTICES AND DOMICILIUM

29.1 Each Party chooses the following physical address and email address as its *domicilium citandi et executandi* at which all notices, legal proceedings and other communications under this Agreement may be given or served:

the Agency: 71A 10th Avenue, Edenvale, Johannesburg, Gauteng, South Africa;

email: **admin@tecbot.co.za**

the Client: the physical address and email address stated in the first Order accepted by the Client, or as later changed under clause 29.2.

2. Either Party may change its domicilium by written notice to the other, provided that the new domicilium consists of a physical address in the Republic of South Africa and a valid email address.

3. Any notice given under this Agreement shall be deemed to have been received: if delivered by hand to a responsible person at the recipient's domicilium, on the date of delivery; if sent by prepaid registered post, on the 7th (seventh) Business Day after posting; and if sent by email, on the date of transmission, provided that no automated delivery failure notice is received by the sender.

30. GENERAL

30.1 This Agreement (together with all Orders and Schedules) constitutes the entire agreement between the Parties in relation to its subject matter, and supersedes all prior agreements, understandings and representations. The Client acknowledges that it has not been induced to enter into this Agreement or any Order by, and does not rely on, any representation, warranty, statement, projection, forecast, case study or past result (including any results quoted in any proposal, pitch, credentials document or case study) that is not expressly recorded as a term of this Agreement or the relevant Order, and the Agency shall have no liability in respect of any such matter save in the case of fraud. Any proposal incorporated into an Order is incorporated only to the extent that it describes the scope, Deliverables, timelines and Fees of that engagement.

30.2 No variation of this Agreement shall be of any force or effect unless reduced to writing and signed by or on behalf of both Parties. The Parties consent to the use of advanced electronic signatures or other electronic signatures for the purposes of section 13 of the Electronic Communications and Transactions Act 25 of 2002, and agree that an agreement signed by such electronic means shall be valid, enforceable and admissible. Electronic acceptance through the electronic signature or proposal platform used by the Agency from time to time satisfies any requirement in this Agreement for writing or signature, but an ordinary email or instant message does not.

30.3 No waiver by either Party of any breach of this Agreement shall constitute a waiver of any subsequent breach. No indulgence or extension of time granted by either Party shall constitute a waiver of any rights.

30.4 If any provision of this Agreement is held to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision shall be severed and the remaining provisions of this Agreement shall continue in full force and effect.

30.5 Each Party shall bear its own costs in connection with the negotiation, drafting and execution of this Agreement.

30.6 This Agreement may be executed in counterparts, each of which when so executed shall constitute an original and all of which when taken together shall constitute one and the same agreement. A counterpart delivered by email (whether as a scanned PDF or by an electronic signature platform) shall have the same force and effect as a manually signed original.

30.7 This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

30.8 No third party shall have any rights under or in connection with this Agreement.

30.9 Where the Client is a “consumer” as defined in the Consumer Protection Act 68 of 2008 (“CPA”) in respect of any transaction under this Agreement, nothing in this Agreement shall limit or exclude any right of the Client under the CPA that cannot lawfully be limited or excluded, and each provision of this Agreement shall be read subject to such rights, including (to the extent applicable) section 14 in relation to clauses 25.2 and 25.5, and sections 54, 55 and 56 in relation to clause 17.4 and paragraph 6 of Schedule 3. The Client acknowledges that clauses 7, 8.2, 8.4, 9.9, 9.11, 15.4, 16.4, 17.4, 17.5, 19, 20, 22 and 25.5 limit the risk or liability of the Agency, impose risk or liability on the Client, or require the Client to indemnify the Agency, and confirms that these clauses have been drawn to its attention and that it has had an adequate opportunity to consider them before accepting this Agreement.

ACCEPTANCE

This Agreement is accepted electronically in accordance with clause 2.3 and does not require a separate signature.