

GENERAL TERMS AND CONDITIONS FOR ACCENTURE WIRED UP PROFESSIONAL SERVICES

1. Payment and Taxes. Client shall pay the fees specified in the related Service Order or Order Form (hereafter the "Service Order"). Fees are stated exclusive of all applicable duties, tariffs, and taxes. Unless otherwise specified in the Service Order, fees will be due and payable within thirty (30) days of Accenture's invoice. Should any invoice (excluding disputed amounts) become overdue by more than thirty (30) days, interest will be charged at a rate of 1% per month or the highest rate allowed by law, whichever is less from the original invoice due date, until the overdue balance is settled. Any taxes arising out of this Agreement other than those on Accenture's net income will be Client's responsibility. Accenture will pay any taxes remitted to it by Client to the applicable taxing authority when due. The Parties agree to cooperate to help enable each Party to accurately determine and reduce its own tax liability and to minimize any potential liability to the extent legally permissible. All amounts payable under this Agreement will be made without set-off or counterclaim, and without any deduction or withholding.

2. Confidentiality. Each Party agrees that it will use the other Party's Confidential Information only to the extent reasonably necessary for purposes of the Services. Each Party agrees to take reasonable steps to protect the other's Confidential Information, provided that these steps must be at least as protective as those the Party takes to protect its own Confidential Information of similar nature, but in any event no less than a reasonable standard of care. Access to the Confidential Information will be restricted to Accenture and Client personnel (including such personnel employed by their affiliates) and subcontractors with a need to use such Confidential Information pursuant to the parties' rights and obligations under this Agreement, provided such parties are bound by substantially similar obligations of confidentiality. Accenture may retain and use Confidential Information relevant to its business purposes (including to provide or enhance its services) so long as its use of such Information is in an aggregated and anonymized or pseudonymized manner. Nothing in the Agreement will prohibit or limit either Party's use of Confidential Information (i) previously known to it without an obligation not to disclose such information, (ii) independently developed by or for it without use of Confidential Information, (iii) acquired by it from a third party which was not, to the receiver's knowledge, under an obligation not to disclose such information, or (iv) which is or becomes publicly available through no breach of these General Terms. Client shall not disclose the terms and conditions of the Mobilization Services or the pricing contained herein to any third party unless otherwise agreed by the Parties.

3. Intellectual Property.

3.1 All data, software, systems, information, text, graphics, photos, designs, trademarks, logos or other artwork and materials provided to Accenture by Client during the performance of the Services ("Client IP") are and shall remain the sole and exclusive property of Client or its third party licensors and Client shall obtain any relevant consents and licenses necessary for Accenture to use Client IP to perform the Service(s). Client hereby grants to Accenture, during the related Service Order Term, a non-exclusive, fully paid, non-transferable, limited license to use and permit Accenture's subcontractors to use the Client IP, solely for the purposes of providing the Service(s).

3.2 All work product will upon delivery to Client remain in and/or are assigned to Accenture. Rights in all intellectual property of Accenture existing prior to the Service(s), used in the Service(s), developed separately, or licensed to Accenture by third parties and used in the Service(s), and any enhancements or modifications to the same, are the sole and exclusive property of Accenture ("Accenture IP"). Accenture IP embedded in work product may not be used separately or beyond the license rights noted above.

3.3 Subject to obligations of confidentiality, each Party will be free to use the concepts, techniques and know-how retained in the unaided memories of those involved in the performance or receipt of the Service(s). In no event will Accenture be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the work product provided and to the extent that they do not contain Client Confidential Information.

4. Warranties. Accenture warrants that Service(s) will be performed with reasonable skill and care, in accordance with these General Terms, the Services Policy and the related Service Order (the "Agreement"). In addition, each Party warrants that upon its execution, the Agreement will not materially violate any term or condition of any agreement that such Party has with any third party and that the officer(s) executing the Agreement are authorised to bind such party to the terms and conditions hereof. Accenture will re-perform any work not materially in compliance with this warranty brought to its attention within thirty (30) days after that work is performed. The preceding are the only warranties concerning the services, any deliverables or materials, or the Agreement, and (to

the extent permitted by law) are made expressly in lieu of all other warranties, conditions, terms, representations and/or undertakings, express or implied, statutory or otherwise, including (without limitation) as to condition, performance, fitness for purpose, satisfactory quality, informational content, systems integration, non-infringement or otherwise.

5. Liability. The sole liability of either Party to the other (whether in contract, delict, negligence, strict liability in delict, by statute or otherwise), including for their respective affiliates, for any and all claims in any manner related to the Agreement, the Data Privacy Terms and Data Transfer Agreement (when applicable) referenced in the related Service Order Form will be payment of direct damages, not to exceed (in the aggregate) an amount (i) equal to the total fees paid or payable under the related Service Order Form for the Services or (ii) (if the term of the Service Order is twenty four (24) months or longer), limited to the fees paid or payable during the twelve (12) month period immediately preceding the event giving rise to such claim, less any amounts paid in relation to previous claims made hereunder. In no event will either Party be liable for any: (a) consequential, incidental, indirect, special or punitive damage, loss or expenses or (b) business interruption, lost business, lost profits or goodwill or reputation or lost savings (anticipated or otherwise) (in each case whether direct or indirect) or (c) loss or claim arising out of or in connection with Client's implementation of any conclusions or recommendations made by Accenture based on, resulting from or otherwise arising from the Agreement. Nothing in the Agreement excludes or limits either Party's liability to the other which cannot lawfully be excluded or limited including, without limitation, liability for death or personal injury caused by negligence or fraud.

6. Compliance with Laws. Each Party will retain responsibility for compliance with all laws and regulations applicable to their respective businesses. Nothing in the Agreement shall require Accenture to give legal or regulatory advice in respect of the Services or otherwise. Each Party shall retain responsibility for its compliance with all applicable export control laws and economic sanctions programs relating to its respective business, facilities, and provision of services to third parties. Accenture shall not be required by the terms of the Agreement to be directly or indirectly involved in the provision of goods, software, services and/or technical data that may be prohibited by applicable export control or economic sanctions programs if performed by Accenture. Prior to providing Accenture any goods, software or technical data subject to export controls, Client will provide written notice to Accenture specifying the nature of the controls and any relevant export control classification numbers.

7. Termination. The Client may, upon giving thirty (30) days written notice identifying specifically the basis for such notice, terminate the Mobilization Services for: (i) convenience provided, that the Client pays in full prior to the effective termination date. If Client terminates for convenience, it shall not be entitled to a refund for any amounts prepaid for the then current Service Order Term and will be obligated to make payment in full of the balance due for the then current Service Order Term; or, (ii) material breach of the Agreement (unless Accenture cures such breach within the thirty (30) day period). If the License & Maintenance Services Agreement or the SaaS Agreement concluded between Accenture and Client expires or is terminated for any reason, the Professional Services specifics inserted in the related Service Order Form, the Service Policy(ies) and these General Terms will terminate automatically. Accenture may, upon giving thirty (30) days written notice terminate Professional Services detailed in a Service Order Form due to a fault by the Client; and, the Client will promptly ensure full payment of all fees (in addition to those invoiced in advance). All provisions of the Agreement which are by their nature intended to survive the expiration or termination of the Agreement will survive such expiration or termination.

8. Disputes. The Parties will make good faith efforts to first resolve internally any dispute in connection with the Agreement. The Party raising any dispute shall first serve written notification to the other party. Within thirty (30) days of the service of such notice a director or other senior representative of each Party with authority to settle the dispute shall meet to seek to resolve the dispute. If within thirty (30) days of service of the notice no meeting has taken place or the dispute has not been resolved, either Party shall be entitled to refer the dispute to arbitration in accordance with this clause. The governing law and jurisdiction are set forth in the Service Order. Any dispute arising in connection with the Agreement which cannot be settled amicably as contemplated hereunder, may be submitted, by either Party, for resolution by way of arbitration before a single arbitrator to be agreed to by the Parties, or failing agreement within seven (7) days of either Party referring the dispute to arbitration, appointed by the Arbitration Foundation of Southern Africa ("AFSA") or should such body cease to exist for any reason, such other independent body or person as may be selected at the request of either Party by the President for the time being of the Law Society of the Northern Provinces or its successor-in-title in Gauteng and then in accordance with the latest arbitration rules of AFSA in existence at the time that AFSA ceases to exist, as modified by the arbitrator determining the relevant matter or dispute, in his

discretion. The arbitration shall be conducted in accordance with the rules of AFSA. The arbitral award shall be final and binding between the Parties except in instances of misconduct on the part of the arbitrator or manifest error on the face of the arbitral award. The place of arbitration shall be Johannesburg, South Africa or any other place more suitable within South Africa as may be agreed between the Parties in line with the circumstances of the dispute. Notwithstanding anything to the contrary in the Agreement, either Party shall be entitled to approach any court of competent jurisdiction for urgent interlocutory, interdictory or injunctive relief. This section shall survive the termination of the Agreement, and shall accordingly apply at all times to disputes and differences of opinion existing or arising between the Parties hereto, concerning the Agreement or any matter hereunder.

9. Relationship. Each Party is an independent contractor and does not have any authority to bind or commit the other. Nothing in the Agreement will be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between such Parties for any purpose. Neither Party will solicit, offer work to, employ, or contract with, directly or indirectly, any of the other Party's Personnel during their participation in the Service(s) or during the twelve (12) months after the conclusion of such Service(s). "Personnel" means any individual or company a Party employs or has employed as a partner, employee or independent contractor and with which a Party comes into direct contact in the course of the Service(s). However, this section will not apply to Personnel who independently respond to indirect solicitations (such as general newspaper advertisements, employment agency referrals and internet postings) not targeting such Personnel. In these General Terms, "affiliate" of a Party means another entity that, directly or indirectly, through one or more intermediaries, is controlled by or under common control of that Party, and control means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the party, whether through share ownership, holding of voting power, contract or otherwise.

10. General:

10.1 The Agreement sets forth the entire understanding between the Parties with respect to its subject matter, and save in respect of fraudulent misrepresentation supersedes all prior agreements, conditions, warranties, representations, arrangements and communications, whether oral or written, and whether with or by Accenture, any of its affiliates, or any of their employees, officers, directors, agents or shareholders. Each Party acknowledges that it is entering into the Agreement solely on the basis of the agreements and representations contained herein, and that it has not relied upon any representations, warranties, promises, or inducements of any kind, whether oral or written, and from any source. Each Party acknowledges that it is a sophisticated business entity and that in entering into the Agreement it has had the opportunity to consult with counsel of its choosing. If a court of competent jurisdiction finds any term of the Agreement to be invalid, illegal or otherwise unenforceable, such term will not affect the other terms of this Agreement. Such term will be deemed modified to the extent necessary, in the court's or panel's opinion, to render such term enforceable while preserving to the fullest extent permissible, the intent and agreements of the parties set forth in this Agreement. Upon such modification, the rights and obligations of the Parties will be construed and enforced in accordance with such modification.

10.2 The Agreement may be executed in multiple counterparts, each of which will be considered an original, and all of which when taken together will constitute one agreement binding on the Parties, even if both Parties are not signatories to the original or the same counterpart.

10.3 The Agreement may be modified or amended only by written agreement of the Parties.

10.4 Nothing in the Agreement is intended or will be construed to confer on any party (other than Client, Accenture, and the parties entitled to indemnification) any rights, benefits or remedies of any kind, and no other party will be deemed to be a third party beneficiary.

11. Assignment. Neither Party may assign the Agreement without the prior written consent of the other, which consent will not be unreasonably withheld or delayed, except that, upon notice to the other Party, the rights and obligations of either Party may be assigned without consent to a Party's affiliate or subsidiary; provided that the assignor remains responsible for the obligations of the assignee.

12. Notices. Any notice or other communication provided under the Agreement will be in writing and will be effective either when delivered personally to the other Party, or five (5) days following deposit into the postal mail service (certified mail, return receipt requested), or upon overnight delivery service (with confirmation of delivery), addressed to such party at the address set forth herein. A copy of such notice will also be delivered to Client's Legal Department.

13. **Excuse.** Neither Party will be liable for any delays or failures to perform due to causes beyond that Party's control. Without limiting the foregoing, to the extent Client fails to perform one or more responsibilities described in the Agreement, Accenture shall be excused from failure to perform any affected obligations under the Agreement. Each Party will notify the other Party as promptly as practicable after such Party becomes aware of the occurrence of any such condition. If there is any delay, then the periods for completion of the Parties' obligations will be automatically extended by the period of such delay.

14. **Waiver.** No waiver of any provision of the Agreement will be effective unless it is in writing and signed by the Party against which it is sought to be enforced. The delay or failure by either Party to exercise or enforce any of its rights under the Agreement is not a waiver of that Party's right to later enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.