

## 1. Service Agreement

3iSolutions Pty (Ltd) ("3iS") agrees to perform and the Customer agrees to accept the Data Capture and/or Contact Centre Processing Services ("The Service") on the basis of the terms and conditions contained herein and specified within the in the Campaign Proposal. Where any conflict arises, the Campaign Proposal document shall take precedence.

## 2. Charges and Payment

- 2.1. The Customer shall pay for the Service as detailed in the Campaign Proposal.
- 2.2. 3iS shall invoice the Customer at intervals agreed to in the Campaign Proposal or failing this, at intervals of one calendar month after the commencement of this Agreement.
- 2.3. The Customer hereby agrees to pay 3iS, in full, the stated charges within the terms agreed to in the Campaign Proposal or failing this, within 14 days of the date of invoice. Such payment shall be made to the office or place designated by 3iS and shall be free of any deductions whatsoever (for example and without limitation, foreign exchange variations and bank charges).
- 2.4. 3iS shall have the right to increase all or any charges, in terms of this Agreement within 90 days from the date of any accepted increase by 3iS of services or materials from suppliers of 3iS.

## 3. Duration of the Agreement

This Agreement shall commence on the date of signature on the Campaign Proposal and shall continue in force for the period stated therein.

## 4. Proprietary Rights

- 4.1. Proprietary rights in all programmes and documentation produced by 3iS under this Agreement will be vested in 3iS. During the currency of this Agreement the Customer shall have a free irrevocable non-exclusive licence to make use of the same to perform the work for his own use at any 3iS bureau. The Customer undertakes not to make available the programmes and documentation or any part of them to any other person in any form except with prior consent, in writing, of 3iS.
- 4.2. In the event of any action for infringement or other proceedings being taken against 3iS in respect of any copyright or patented material used by 3iS in accordance with the Customer's instructions or with the Customer's consent, the Customer hereby indemnifies 3iS against all costs, losses or damages (including legal fees) which may be incurred by 3iS by reason of such action or proceedings.

## 5. Confidentiality

All trade or professional secrets or other factual information supplied by the Customer to 3iS shall remain the Customer's property and 3iS and the Customer agree that they shall not disclose to any person any secret or confidential information or methods of working which may be revealed by one to the other. 3iS will not remove from the premises of the Customer any documents or other materials relating to the work without the Customer's consent.

## 6. Responsibilities of the Customer

- 6.1. If the data submitted by the Customer to 3iS for processing is incorrect, incomplete or not in the form agreed between the parties, or the Customer requests an investigation of the results produced, the Customer agrees:
  - 6.1.1. to pay 3iS at its standard rates in effect at that time for any additional work that may be performed by 3iS to correct, complete or otherwise prepare such data for processing or for any investigation which demonstrates that the results are substantially in accordance with the specifications contained herein and that any inconsistency or inaccuracy is not principally due to error or negligence on the part of 3iS; and
  - 6.1.2. to extend the timetable in the Campaign Proposal hereto for the work to be processed notwithstanding the fact that 3iS undertakes to use its best endeavours to reschedule and process the work as promptly as possible.
- 6.2. Where the Customer wishes pre-printed stationery of his own design to be used it shall be supplied by the Customer at his own expense and the exact layout shall be agreed to by 3iS and samples submitted for approval to ensure its compatibility with 3iS' equipment.
- 6.3. The Customer shall be responsible for keeping prime documents (in the case of Data Capture work, for storing punch cards and/or paper tape produced from these documents) for a period of 12 months after processing.
- 6.4. The Customer shall ensure that all data sent to 3iS for processing shall arrive on the due date and for every working day that it is late, 3iS shall be entitled to an extra two days to provide the Service.
- 6.5. The Customer shall not solicit or entice away any staff introduced to by 3iSolutions or their Suppliers.
- 6.6. The Customer shall be responsible for ensuring that the campaign objectives are met through the provision of active feedback on the outputs generated within 36 hours of a campaign going live, specifically through listening to call recordings and/or viewing completed records. Any deviations from the campaign objectives present, but not noted, within this time frame shall not be the responsibility of 3iS.

## 7. Responsibilities of 3iS

3iS shall use due care in processing the Customer's work and agrees that it will, at its expense, correct any errors which are contrary to the Campaign Proposal and due solely to the malfunction of 3iS' machines or the failure of 3iS' operators, programmers or programmes, provided the Customer notifies 3iS in writing within 7 days of any such failure or malfunction with specific reference details of all records affected. In the case of Contact Centre work, 3iS reserves the right to re-contact such individuals or companies by telephone and/or email and/or post, as 3iS may deem appropriate in the circumstances. The Customer agrees to apply sufficient checks on the results of the Service to assure himself of their correctness within such period of 7 days. In the absence of any such notification, the Customer agrees to accept the obtained results as complete and satisfactory performance by 3iS.

## 8. Independent Contractor

It is understood and agreed that 3iS is acting as an independent contractor and that nothing herein shall be construed to create a partnership, joint venture, agency or any other type of relationship other than an independent contractor and is engaged by the Customer to exercise independent and professional judgment in performing The Services. 3iS and the Customer further acknowledge and agree that 3iS is responsible for payment of all taxes, benefits and insurance incurred as a result of the fees paid by the Customer to 3iS pursuant to this Agreement.

## 9. Expense

The Customer shall reimburse 3iS for all reasonable and necessary expenses ("Allowable Expense") incurred wholly in the provision of The Services PROVIDED THAT all Allowable Expenses shall be subject to prior written approval by the Customer and 3iS shall provide to the Customer such evidence of such Allowable Expenses as the Customer may reasonable require.

## 10. Limitation of Liability

10.1. Notwithstanding anything contained in this Agreement neither party shall be liable for any failure to perform, in whole or part, any obligation under this Agreement or be deemed to be in breach or default in the event and to the extent that such failure is caused by an event vis-major, whether happening in the Republic of South Africa or elsewhere. For the purpose of this Agreement "vis-major" shall, without in any way restricting its ordinary meaning, include Acts of God, refusal of licence or other Government act, legal prohibitions or restrictions, industrial disputes breakdown or shortage of plant equipment, fire, storm, explosion or anything beyond the parties reasonable control. Upon cessation of an event vis-major the parties shall resume the performance of their respective obligations and insofar as may be reasonably practicable, will perform the obligations which were suspended during the continuance of the event vis-major.

10.2. The total of 3iS' liabilities under or in connection with this Agreement (whether arising from contract, delict or howsoever) is limited in respect of each event or series of connected events to the minimum charge payable by the Customer on a monthly basis. In no event shall 3iS be liable for the loss of profit or for incidental, special or consequential damage arising out of the provision of the Service.

10.3. 3iS shall exercise due care and attention in the handling and storage of records, media and the like belonging to the Customer while they are on 3iS' premises or under 3iS' control but shall not be liable in respect of loss or damage howsoever arising, sustained or suffered by the Customer as a result of or in connection with the loss or damage of the said records, media and the like.

## 11. Remedies

11.1. If any sums payable under this Agreement are in Arrears for more than 30 days, 3iS shall be entitled after having given written notice without action at law and without liability for damages or loss of any kind, forthwith to suspend the Service being performed under this Agreement and to charge interest on sums payable on a day to day basis from the original due date at the maximum rate permissible from time to time by statute.

11.2. If the Customer fails to make payment on the due date of any payment or commits any other breach of any of the terms and conditions of this Agreement and fails within 14 days of written notice from 3iS calling upon it to remedy such breach or if any such execution is levied upon the property or assets of the Customer or if any provisional or final order of liquidation or judicial management is granted against the Customer then, in any such case 3iS may by written notice to the Customer cancel this Agreement. Upon cancellation under this clause or otherwise, the Customer shall forthwith deliver any equipment he may have by virtue of this Agreement to 3iS and the exercise of rights under this clause shall not prejudice any rights of 3iS to damages or other rights or remedies.

11.3. Where 3iS are notified of unsatisfactory performance, any such under-performance shall not constitute a valid reason to withhold any payment due.

## 12. Assignment

The Customer shall not cede, assign, encumber or alienate this prior Agreement, and annexures hereto, or any rights hereunder, without 3iS' written consent, or allow the equipment, if any, or any part thereof to be subject to any claims of third parties, legal attachment, lien or other charge. The Customer shall advise 3iS of the name and address of the landlord of the premises upon which the Equipment may from time to time be situated. The Customer is expressly precluded from covering, altering or removing any plates or marks indicating ownership.

## 13. Notices

Any notices given hereunder shall be deemed to have been received in fifteen working days after the same shall have been sent by registered letter addressed to the registered or principal office for the time being of the other party.

## 14. Waiver

This Agreement together with any attachments hereto is the complete Agreement between the parties with respect to its subject matter and is entered into after full investigation without either party relying on any statement or representation made by the other party not embodied herein. No waiver, charge, amendment or discharge of any term or condition hereof or consent hereunder including a variance of terms or conditions in any specification submitted by the Customer shall bind 3iS unless made in writing and signed by an authorised signatory of either party. No waiver or novation by either party or any breach of any obligation hereunder shall be deemed a waiver of such obligation or any subsequent breach of the same or any other obligation.

## 15. Applicable Law

This Agreement shall be governed by, construed and take effect in accordance with South African law. The courts of South Africa shall have exclusive jurisdiction to settle any claim, dispute or matter of difference that may arise out of or in connection with this Agreement (including without limitation claims for set-off or counterclaim) or the legal relationships established by this Agreement.

## 16. Headings

The headings in this Agreement are inserted for convenience only and shall not constitute a part of or be referred to in its interpretation.