



BytesNet Standard Terms and Conditions

Bytes Systems Integration

A Division of Altron TMT (Pty) Ltd

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1 DEFINITIONS

In this Agreement, the words detailed hereunder will have the meanings assigned to them unless inconsistent with the context of this Agreement.

- 1.1 "Agreement" means these Standard Terms and Conditions and any Application Forms, Schedules, Annexures, Attachments and Addendums hereto.
- 1.2 "Effective Date" means the date, notwithstanding the date of signature of this Agreement when the service is commissioned by Bytes for use by the Customer irrespective of whether or not the Customer uses the Service/s.
- 1.3 "EULA" means the End User License Agreement of each respective vendor.
- 1.4 "Services" means the services provided by Bytes as specified in the Schedules to this agreement including all software and equipment necessary for the provision of the Services.
- 1.5 "Customer" means the party specified as Customer on the agreement or application form to which these terms are attached.
- 1.6 "VAT" means Value Added Tax as defined in the Value Added Tax Act 89 of 1991.
- 1.7 "VM" means a Virtual Machine.
- 1.8 "Bytes" means Bytes Systems Integration a Division of Altron TMT (Pty) Ltd (company registration number 1984/003805/07).
- 1.9 "AUP" means our Acceptable Use Policy, available on our website www.bytes.co.za/overview-bytes-systems-integration, and which policy all Customers must adhere to and which policy was made by us to ensure: that we honour our commitment to comply with legislation; that all our Customers use our network and services in a safe and responsible manner and without interference or harassment from others; that we protect our network against security threats; and that we ensure that the conduct of no one Customer prejudices the user experience of the other Customers.

2 COMMENCEMENT AND DURATION

- 2.1 This Agreement will become effective on, and with effect from, the date that the Service first commences and will continue in effect until terminated according to its terms. Should the Effective Date occur after the date of signature of this Agreement, nothing herein contained shall be construed as to give either party the right to cancel or rescind this Agreement before the Effective Date.
- 2.2 The duration period of the Service/s shall be specified in the relevant agreement/s or Service Specification schedules to which these terms are attached.

3 QUOTES, CHARGES AND PAYMENTS

- 3.1 A quotation is valid for 30 (thirty) days, unless stated otherwise on the official quote.
- 3.2 Prices quoted may be adjusted based on the site audit and configuration verification process, where applicable.

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- 3.3** Unless a price has been quoted by Bytes, which will then apply, the price of the services and/or goods shall be the current ruling price of Bytes on the date that the services and/or goods are supplied/delivered to the Customer.
- 3.4** Any agreed budget is necessarily based on the assumption that the information required in order to render our services is made available in accordance with agreed timetables, is complete and accurate and that the Customer's key executives and personnel are available.
- 3.5** Any delays or other unanticipated problems caused by the Customer which are beyond the control of Bytes may result in additional fees being incurred by the Customer for which invoices will be raised against the Customer.
- 3.6** In the instance of time and material services provided a minimum charge of 1 (one) hour will apply.
- 3.7** All Service/s provided are to be billed as of the Effective Date in respect of each Service.
- 3.7.1** Where Bytes provides a single solution comprising a number of Services/components, billing will commence for each respective Service/component as and when each Service/component of that solution goes live.
- 3.8** The Customer is responsible for and agrees to pay Bytes all fees for the Service/s in South African currency, without deduction or set-off of any amount of whatsoever nature for whatsoever reason.
- 3.9** All prices specified exclude VAT and any other taxes and duties including but not limited to regulatory surcharges, which the Customer becomes obligated to pay by virtue of the Agreement.
- 3.10** Prices are subject to exchange rate fluctuations, as and when applicable, and based on the quoted exchange rate.
- 3.11** Travel and accommodation costs and any other reasonable disbursements made by Bytes in connection with the services rendered will be charged to the Customer at cost plus VAT. Motor vehicle travel is charged at the prevailing AA rate. This clause is only applicable when not covered specifically by the proposal.
- 3.12** Travel time will be recovered both ways at the same rate as the labour rate. This clause is only applicable when not covered specifically by the proposal.
- 3.13** All services required or goods ordered by the Customer shall be prepared on an order form and sent by facsimile transmission, alternatively by e-mail or hand delivered to Bytes. On receipt of such order form by Bytes, then such order shall be binding on the Customer.
- 3.14** Invoicing will be processed and delivered monthly in advance and shall be paid monthly in advance, within 30 (thirty) days of the date of the invoice, unless otherwise agreed to by both parties in writing. All payments shall be effected in cash without deduction prior to the month commencing.
- 3.15** All other charges outside of the contracted agreement are payable no later than 14 (fourteen) days from invoice date unless otherwise agreed to by both parties in writing.
- 3.16** In the event of any dispute arising as to the amount or calculation of any fee or charge to which Bytes is entitled, the Customer undertakes to forthwith pay the undisputed amount of such indebtedness, where after the dispute shall be referred to Bytes' auditors. They shall act as experts and their decision shall be final and binding on Bytes and the Customer.

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- 3.17** Any amount falling due for payment by the Customer to Bytes in terms of or pursuant to this Agreement which is not paid on its due date shall bear interest calculated from the due date for payment thereof until date of payment, as a rate equal to the prime overdraft rate charged by Bytes' bankers, from time to time, monthly in arrears.
- 3.18** Any such late payment charge shall be paid immediately by the Customer upon receiving written notification from Bytes advising of the amount thereof and that it has exercised its rights in terms hereof.
- 3.18.1** All risk in and to the equipment/goods sold will pass to the Customer upon acceptance of the Delivery Note and/or the Invoice, whichever is applicable for such equipment/goods.
- 3.18.2** Ownership of the equipment/goods sold to the Customer shall only pass once payment of such equipment/goods has been made to Bytes in full.
- 3.18.3** A credit facility granted to the Customer by Bytes, may be withdrawn by Bytes at any time without prior notice to the Customer.

4 CUSTOMER'S OBLIGATIONS

- 4.1** The Customer shall comply strictly with all restrictions imposed on computer networks through which any information and/or data transmitted by the Customer passes. In particular, the Customer shall at all times comply with Bytes' Acceptable Usage Policy (AUP) available on www.bytes.co.za/overview-bytes-systems-integration
- 4.2** The Customer shall not commit nor attempt to commit any act or omission with directly or indirectly:
- 4.2.1** Damages in any way Bytes' technical infrastructure or any part thereof;
- 4.2.2** Impairs or precludes Bytes from being able to provide the Service/s in a reasonable and businesslike manner;
- 4.2.3** Constitutes an abuse or malicious misuse of the Service/so or is calculated to have the abovementioned effect. In such an event, should Bytes incur expenses to remedy the situation, Bytes reserves the right to charge the Customer the amount necessary to cover Bytes' additional expenditure. Notwithstanding the above, Bytes reserves the right to take any other appropriate action it may deem necessary to remedy the situation.
- 4.3** The Customer is prohibited from selling, reselling or otherwise dealing with the Service/s in any manner whatsoever. Without limitation to the foregoing, any consideration which the Customer may receive whilst acting in breach of this prohibition shall be forfeited to Bytes.
- 4.4** The Customer is prohibited from allowing any person other than its employees or other authorised parties, access to Service/s through any of the Customer's equipment, personnel and/or address.
- 4.5** The Customer is prohibited from modifying any equipment (including but not limited to router equipment) utilised by the Customer to receive any of the Service/s, in any way whatsoever, including the changing of any of the setting of the equipment.
- 4.6** The Customer may at any time not use the Service/s in contravention of any South African law. In particular, the Customer undertakes to familiarise itself and ensure that it is kept continuously appraised of all South African law in force from time to time which has any bearing on the

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Service/s and/or its use. The Customer acknowledges that Bytes has no obligation to assist the Customer in this regard.

- 4.7** If the Service/s include Hosting Services to be provided to the Customer by Bytes, the Customer hereby agrees to provide Bytes, on a monthly basis, with a report containing the following information:
 - 4.7.1** Complete and accurate information of the servers to be hosted or upgraded on the BytesNet infrastructure including, but not limited to:
 - 4.7.1.1** the server's role and purpose i.e. what it will be used for; and
 - 4.7.1.2** the licenses which will be used on the server/s including, but not limited to, Windows Operating System, SQL, Exchange etc.
 - 4.8** If the Customer does not have the required licenses as mentioned in clause 4.7.1.2 above, Bytes will be entitled to invoice the Customer for the unlicensed products for which the Customer will be liable for in terms of clause 3 of this Agreement.
 - 4.9** If the Customer indicates that it has the required licenses as mentioned in clause 4.7.1.2 above, the Customer shall provide Bytes, within 7 days from Bytes' request, with the following information:
 - 4.9.1** A completed "Microsoft License Mobility through Software Assurance and RDS User Client Access License Extend Rights verification form"; and
 - 4.9.2** Proof that the claimed licenses are not being used in the Customer's environment and are available for allocation in the Bytes Hosted environment for the Customer's VMs.
 - 4.10** Failure by the Customer to provide Bytes with the necessary information requested in clause 4.9 above, and any further information Bytes deems fit, as well as failure to pay for the licenses as per clause 4.8 above, Bytes will switch the Customer's VMs off without further notice to the Customer.
 - 4.11** Notwithstanding the Customer's responsibility contained in clause 4.7 above, Bytes will be entitled to access the Customer's environment, by providing the Customer with prior written notice, to enable Bytes to validate the information provided by the Customer in terms of clause 4.7 above.
 - 4.12** If Bytes exercises its right in terms of clause 4.11 above, and finds that the report provided by the Customer in terms of clause 4.7 is inaccurate and that the Customer is under licensed, Bytes will invoice the Customer in terms of clause 4.8 above, or alternatively request the necessary information in terms of clause 4.9.
 - 4.13** The Customer, by accepting these Terms and Conditions, furthermore agrees to use the Software in accordance with the various vendor EULA and Product Use Rights.

5 WARRANTIES AND DISCLAIMERS

- 5.1** Except as expressly stated in this agreement, Bytes gives no warranties or guarantees of any nature, express or implied, in terms of the Service/s and all warranties which are implied or residual at common law are hereby expressly excluded.
- 5.2** Without limitation to the generality of the foregoing, Bytes does not warrant nor guarantee that the information transmitted by or available to the Customer by way of the Service/s will be:

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- 5.2.1** preserved or sustained in its entirety;
- 5.2.2** delivered to any or all of the intended recipients;
- 5.2.3** will be suitable for any purpose;
- 5.2.4** free of inaccuracies, defects, bugs or viruses of any kind; or
- 5.2.5** will be secured against intrusion by unauthorised third parties
- 5.3** Bytes assumes no liability, responsibility or obligations in regards to the exclusions set forth in this clause 5.

6 INDEMNITY

- 6.1** The Customer hereby unconditionally and irrevocably indemnify Bytes and agree to indemnify and hold Bytes harmless against all losses, damages, claims, liability and/or costs, of whatsoever nature, howsoever and whensoever arising, suffered or incurred by Bytes as a result of any claim instituted against Bytes by a trhid party as a result of, without limitation:
 - 6.1.1** incorrect reporting in terms of clause 4.7 above;
 - 6.1.2** the Customers use of Bytes services or goods other than as allowed or prescribed in this Agreement; and
 - 6.1.3** any other cause whatsoever relating to this Agreement or the provision of services or goods to the Customer where the Customer have acted wrongfully or failed to act when the Customer had a duty to so act.

7 LIMITATION OF LIABILITY

- 7.1** Except as otherwise expressly provided herein to the contrary, Bytes will, in no event, be liable to the Customer or any third party for any loss or damage of whatsoever nature and/or however arising (including consequential, or incidental loss or damage which shall include but shall not be limited to loss of property or of profit, business, goodwill, revenue, data or anticipated savings) or for any costs, claims, demands of any nature, whether asserted against Bytes or against the Customer by any party, arising directly or indirectly out of the Service/s, their use, access, withdrawal or suspension or out of any information or materials provided or not provided, as the case may be.
- 7.2** Subject to clause 6.1 above, the entire liability of Bytes and the Customer's exclusive remedy for damages from any cause related to or arising out of this Agreement, regardless of the form of action, whether in contract or delict, will not exceed the aggregate fees and charges paid by the Customer under this Agreement for the period of 12 (twelve) months preceding the Customer's written notice to Bytes in respect of such claim.
- 7.3** The Customer hereby indemnifies Bytes against and holds Bytes harmless from any claim by any third party arising directly or indirectly out of access to or use of the Service/s or information obtained through the use thereof or in respect of any matter for which the liability of Bytes is excluded in terms of clause 6.1 above.
- 7.4** Because of the need to conduct maintenance, repair and/or improvement work from time to time on the technical infrastructure by means of which the Service/s are provided, the provision of the

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Service/s may be suspended from time to time, and all liability on the part of Bytes of any loss or damage (whether direct or consequential) thereby incurred or for any costs, claims, or demands of any nature arising there from, is excluded, and the provisions of clause 6.1 above shall apply mutatis mutandis to such exclusion. Should the provision of the Service/s be suspended by Bytes for the purpose aforementioned for a period in excess of 48 (forty eight) consecutive hours, Bytes shall give the Customer credit in an amount which represents a pro rata portion of the Customer's basic monthly subscription fee for the month during which the said suspension occurred.

7.5 Where the Service/s provided include Hosting Services, then, notwithstanding anything to the contrary contained in this Agreement, Bytes reserves the right in its absolute discretion and after the receipt by Bytes of any complaint from any governmental department, or any other third party (including but not limited to any Internet industry body or any other organisation) that the Customer's web site contains information that infringes against any third party's rights in terms of the Constitution of the Republic of South Africa, the Electronic Communications and Transactions Act, any other legislative enactment or regulation in force from time to time, or is defamatory in nature, to immediately give written notice to the Customer of Bytes' intention to remove the offending information or any portion thereof from the Customer's web site. Should such offending information not be removed from the web site by the Customer within 24 hours of written notice to that effect, Bytes shall be entitled to immediately remove the offending information or any portion thereof from the Customer's web site, or where it is not possible to remove such content, to terminate the Hosting Services of the Customer. Any removal or termination by Bytes shall in no way constitute a breach by Bytes of this Agreement.

8 BREACH

8.1 Subject to the provisions of clause 7.3 to the contrary, if the Customer hereto:

8.1.1 breaches any of the terms or conditions of this Agreement and fails to remedy such breach or pay such amount, as the case may be, within 7 (seven) days after the receipt of written notice from Bytes;

8.1.2 does not comply with the AUP;

8.1.3 commits any act of insolvency;

8.1.4 endeavours to compromise generally with its creditors or does or causes anything to be done which may prejudice Bytes' rights hereunder or at all;

8.1.5 allows any judgement against it to remain unsettled for more than 10 (ten) days without taking immediate steps to have it rescinded and successfully prosecuting the application for rescission to its final end; or

8.1.6 is placed in liquidation or under judicial management (in either case, whether provisionally or finally) or, being an individual, his estate is sequestrated or voluntarily surrendered;

Bytes shall have the right, without prejudice to any other right which it may have against the Customer, to:

8.1.7 suspend or terminate the Service/s;

8.1.8 treat as immediately due and payable all outstanding amounts which would otherwise become due and payable over the unexpired period of the Agreement, and to claim such amounts as well as any other amounts in arrears including interest and to cease performance of its obligations

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hereunder as well as under any other contract with the Customer until the Customer has remedied the breach; and/or

- 8.1.9** cancel this Agreement; in any event without prejudice to Bytes' right to claim damages.
- 8.2** The Customer shall be liable for all costs incurred by Bytes in the recovery of any amounts or the enforcement of any rights which it has hereunder, including collection charges and costs on an attorney and own client scale whether incurred prior to or during the institution of legal proceedings or if judgement has been granted, in connection with the satisfaction or enforcement of such judgement.
- 8.3** Subject to what is set out in Clause 7.1.1 above, Bytes shall be entitled to suspend the provision of the Service/s where the Customer breaches any provision of this Agreement or where any payment to Bytes is overdue by more than 30 (thirty) days.

9 TERMINATION, SUSPENSION AND CANCELLATION

- 9.1** Either party may terminate this Agreement upon expiration of the initial period term by written notice delivered at least 90 (ninety) days prior to the expiration of that term.
- 9.2** After expiry of the initial term (as specified on either the Agreement , Application form or the Schedule relative to the service), either party may terminate this agreement giving 90 (ninety) days written notice.
- 9.3** Should the service within the first 14 days from implementation be deemed by both parties to not perform according to the technical requirements specified before implementation, and BYTES has exercised its right to try to resolve the issue, the Customer has the right within these 14 days to cancel this Agreement without giving notice.
 - 9.3.1** After the 14 days, the standard terms for termination and cancellation as outlined in 8.1 and 8.2 above come into effect and are binding on both parties.
- 9.4** Bytes may elect to suspend the Service/s without written notice to the Customer if any payment under this Agreement is overdue by more than 10 (ten) days.
- 9.5** Bytes may further elect to terminate this Agreement in the following circumstances:
 - 9.5.1** in the event of the Customer failing to make payment in respect of any invoiced amount which is more than 30 (thirty days) overdue; or
 - 9.5.2** if the Customer is sequestered, placed into liquidation or under judicial management.such termination shall be effected upon Bytes furnishing the Customer with 7 (seven) days written notice.
- 9.6** Notwithstanding suspension of the Service/s or termination of this Agreement, the Customer shall pay Bytes all outstanding amounts in respect of the Services rendered during the duration of this Agreement.

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10 EFFECTS OF TERMINATION

- 10.1** Customer data and backups will not be available after the termination date, and there is no obligation on Bytes to provide data or retain data after the termination date.
- 10.2** If the Customer requires Bytes to extract data, the storage must be provided by the Customer and will be charged at Bytes' then current rate.

11 INTELLECTUAL PROPERTY

- 11.1** All intellectual property (including, without limitation, copyright, trademarks, designs and patents) relating to or used in connection with the Service/s provided under this Agreement shall belong to Bytes. The Customer undertakes that it shall at no time, have any right, title or interest in the intellectual property and agrees that it shall not (nor permit any third party to) reverse engineer, decompile, modify or tamper with the equipment or software owned by Bytes, or any of its third party suppliers.
- 11.2** The Customer warrants that it shall not use the Service/s to produce, host or present any content in contravention of any person's intellectual property rights, and in particular warrants that it shall recognize, acknowledge and use any content in accordance with any third party's intellectual property rights. The Customer furthermore warrants that it has received all necessary permissions to make use of any intellectual property relating to third parties.

12 CESSION

- 12.1** The Customer shall not be entitled to cede or assign any rights and/or obligations which it may have in terms of the Agreement to any third party unless consented to in writing by Bytes.
- 12.2** Bytes may cede its rights under this Agreement including, without limitation, the right to receive payments, without the Customer's consent. Bytes will not assign its obligations under this Agreement without the Customer's prior written consent, which consent may not be withheld unreasonably.

13 FORCE MAJEURE

- 13.1** Bytes shall not be liable for non-performance under this Agreement to the extent to which the non-performance is caused by events or conditions beyond the control of Bytes, provided that Bytes makes all reasonable efforts to perform.
- 13.2** It is expressly recorded that for purposes of this clause the following shall be considered circumstances beyond the control of Bytes and the force majeure provisions shall apply:-
 - 13.2.1** an ECNS provider fault that affects the Service/s; and/or
 - 13.2.2** the non-performance, inability to perform or delay in performance by the ECNS provider or any supplier relating to the provisioning of equipment, services and/or facilities to Bytes that affects the Service/s; and/or
 - 13.2.3** acts or omissions of any government, government agency, provincial or local authority or similar authority, any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage,

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acts or war or public enemy, illegal strikes, interruption of transport, lockouts, flood, storm, earthquake or fire.

14 OTHER PROVISIONS

- 14.1** Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.
- 14.2** This Agreement will be governed by and construed in accordance with the laws of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with South African law by a South African court having jurisdiction.
- 14.3** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The terms and conditions of this Agreement will supersede all other terms and conditions submitted by the Customer, and all and any written and oral communications between the parties.
- 14.4** In the event that any provision of this Agreement conflicts with any statute, ruling or order of any governmental or regulatory body from time to time, then such provision of this Agreement shall be controlled by the statute, ruling or order.
- 14.5** This Agreement may be modified or added to, only by a written addendum signed by a duly authorised representative of each party.
- 14.6** Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force and effect.
- 14.7** The terms and conditions appearing in Schedule/s annexed hereto are hereby incorporated into the Agreement. In the event of any conflict between the terms and conditions of this Agreement and those appearing in any Schedule/s, the terms and conditions of this Agreement shall prevail.

15 NON-SOLICITATION

- 15.1** The Customer undertakes that during the course of this engagement and for a period of 6 (six) months following its conclusion it will not:
- 15.1.1** Solicit or entice away any member of Bytes' staff with whom the Customer has had dealings in connection with this engagement; and
- 15.1.2** Employ any such person or engage them in any way to provide services to the Customer.
- 15.2** In the event of a breach of the terms of this undertaking, the Customer will pay on demand, a sum equivalent to 30% (thirty percent) of the total annual remuneration package paid by Bytes to that individual prior to his departure.

16 DISPUTE RESOLUTIONS

- 16.1** In the event of any dispute or difference arising between the parties relating to or arising out of this Agreement including the implementation, execution, interpretation, rectification, termination or cancellation of this Agreement, Bytes shall respond with a view to proposing a resolution of the dispute in writing within 30 (thirty) working days of receipt thereof, or within
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such longer period as Bytes reasonably require under circumstances where the resolution of the dispute is for example (but without limitation) in the hands of a supplier or third party service provider.

- 16.2** The Customer may approach ISPA or any other relevant authority, court or dispute resolution body or refer the matter to arbitration as set out in clause 14.3 below, for resolution of the dispute, should the Customer not be satisfied with the proposed resolution of the dispute by Bytes.
- 16.3** In the event that such dispute or difference cannot be resolved in terms of clause 14.1 above within 30 (thirty) working days of such process commencing, either party may declare a formal dispute, which dispute shall be finally settled by a single arbitrator mutually appointed by the Customer and Bytes. Arbitration proceedings shall be conducted in accordance with the rules of the Arbitration Foundation of South Africa, and shall be held in Johannesburg, South Africa.
- 16.4** The arbitrator shall have the power to give default judgment if any party fails to make submissions on due date and/or fails to appear at the arbitration.
- 16.5** The provisions set out above shall not prevent either party from approaching any court of competent jurisdiction to obtain interim or other relief in cases of urgency.
- 16.6** The provisions of this clause shall continue to be binding on the parties, notwithstanding any termination or cancellation of this Agreement.

17 CONFIDENTIALITY

- 17.1** All Bytes' staff is bound by a professional obligation not to disclose to a third party any information confidential to the Customer. Likewise the recipient of the information as per this document agrees to receive the information in confidence and to keep the information in confidence using the same degree of care as is used by the recipient to protect its own confidential information but in no event less than a reasonable degree of care.
- 17.2** Without in any way detracting from the duty of confidentiality which Bytes owes the Customer, Bytes reserves the right to act for the Customer's competitors or other clients.

18 NOTICES

- 18.1** All notices required by this Agreement to be given by either party shall be in writing and shall be sent to its address as provided hereunder:
 - 18.1.1** Bytes: 241 Third Road, Halfway Gardens, Midrand, 1685
 - 18.1.2** Customer: The address stated in the Agreement
- 18.2** Notices given in terms of this Agreement shall be sent by registered mail or delivered by hand or sent by facsimile. Notices delivered by hand or sent by facsimile shall be deemed to have been received on the date of delivery or transmission (as the case may be) if same takes place during normal business hours, or if not, on the next following business day. Notices delivered by registered mail shall be deemed to be received 14 (fourteen) days after posting.
- 18.3** The parties may, by 14 (fourteen) days written notice, change their nominated address or facsimile number for the purposes of this Section 9, to any other address within the Republic of South Africa.

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19 REQUIRED STANDARDS AND PRINCIPLES OF ETHICAL BUSINESS CONDUCT

- 19.1** Altron the ultimate Holding company of Bytes adheres to the highest levels of lawful, ethical and responsible business conduct and it requires its subsidiaries, as well as suppliers, customers and stakeholders of the Altron group, in their interaction with the Altron group, to adhere to similar principles.
- 19.2** The Customer is referred to the following documents that can be viewed on Altron's public internet website at *www.altron.com*:
- 19.2.1** The Altron Corporate Compliance policy
 - 19.2.2** The Code of Ethics for the Altron Group
 - 19.2.3** The Corporate Gifts and Entertainment Policy for the Altron Group
 - 19.2.4** The Altron Anti-Corruption and Economic Crime Policy
 - 19.2.5** The Altron Human Rights and Labour Conditions Policy
- 19.3** The Customer confirms that it has read and that it understands the above mentioned policies and that it fully subscribes to the principles of lawful and ethical business conduct as are expressly or implicitly dealt with in the said policies. For the sake of clarity, the relevant principles are summarized as follows:
- 19.3.1** Fair competition and avoidance of anti-competitive conduct
 - 19.3.2** Integrity in business dealings – no corruption or bribery
 - 19.3.3** Sustainability – no inappropriate risks for human and the environment
 - 19.3.4** Equal opportunities in securities trading – no insider trader
 - 19.3.5** Proper record keeping and accurate financial reporting – no deception
 - 19.3.6** Fair and respectful working conditions – no discrimination
 - 19.3.7** Respecting the legal rights of others – no infringement of intellectual property rights
 - 19.3.8** No conflicts of interest between business and personal rights
 - 19.3.9** Cooperation with the authorities – no misinformation
 - 19.3.10** Compliance with laws, regulations, rules and standards, in South Africa and elsewhere
 - 19.3.11** Observance of ethical obligations without causing harm to others other than by fair commercial competitive practices
 - 19.3.12** Not to supply defective or dangerous products
 - 19.3.13** Not to improperly induce or influence someone by the provision of gifts, entertainment or other gratification
 - 19.3.14** To report any events or suspected events of bribery, corruption, improper inducement or influencing, or any other unlawful conduct
 - 19.3.15** To respect human rights and to uphold fair labour practices – no abuse of basic human rights or unfair labour practices (including child and forced labour)

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19.4 The Altron group distances itself from any conduct that deviates from the principles referred to in above and it reserves its rights not to deal with any party whose conduct is contrary to these principles. Bytes therefore hereby reserves the right to terminate this agreement forthwith in the event that any information comes to its attention which causes it to conclude in its sole opinion, that in its conduct towards Bytes in terms of or in connection with this agreement the Customer has engaged in an act or omission which constitutes a material breach or disregard of the above mentioned principles of lawful and ethical business conduct. Such termination shall be justified and lawful and shall not be capable of giving rise to any damages claims against or any other liability for Bytes.

20 GENERAL

20.1 These terms and conditions, together with any Schedule/s, Annexures and Attachments hereto, constitute the whole of the Agreement between the Customer and Bytes relating to the subject matter hereof, notwithstanding anything in the Customer’s inquiry, specification, acceptance, order or other documentation or discussion to the contrary.

20.2 Bytes will perform their services in a timely and professional manner and in accordance with best practice applicable in the information technology industry.

20.3 The Customer acknowledges having read and understood this agreement (including the attached schedule) and is not entering into this agreement on the basis of any representations not expressly set forth in it.

20.4 In the event that Bytes institutes legal action against the Customer for whatsoever reason, then the Customer undertakes to pay the legal costs of Bytes on the scale as between attorney and client.

20.5 A certificate signed by a director or manager of Bytes as to the existence and the amount of the Customer’s indebtedness to it, shall be prima facie proof of the contents and correctness thereof.

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