

Absa General Conditions of Purchase (“Agreement”)

This Agreement is entered into as of the Effective Date of the Purchase Order:

Between:

- (1) **Absa Bank Limited, Registration Number: 1986/004794/06**, a public company duly incorporated in accordance with the laws of the Republic of South Africa with its registered address at 7th Floor, Absa Towers West, 15 Troye Street, Johannesburg, 2001 (“**Absa**”); and
- (2) **Supplier** as set out in the Purchase Order (“**Supplier**”).

1 Definitions and Interpretation

1.1 In this Agreement, unless otherwise stated or unless the context otherwise requires, each capitalised term will have the meaning set out below:

Affiliate means, in relation to a Party, any person or entity Controlling, Controlled by or under common Control with such Party.

Agreement means this document and the Purchase Order issued by Absa to the Supplier specifying the Goods or Services to be supplied, along with applicable Charges, as amended by the parties from time to time in writing.

Absa Confidential Information means any information obtained by Supplier or any Supplier Personnel (or to which any of them has access) in connection with this Agreement that relates to any past, present or future (i) business activities, products and/or developments of Absa and/or (ii) employees, customers, counterparties, third Party suppliers and/or contractors of Absa (other than the Supplier), including all intellectual property owned by Absa or any such third party supplier/contractor, this Agreement, and records maintained under this Agreement and any information relating to Absa’s plans, pricing, methodologies, processes, financial data, Intellectual Property Rights, research, systems, programs, and/or information technology as well as Absa Data.

Absa Data means all data, information, text, drawings and other materials which are embodied in any medium including all electronic, optical, magnetic or tangible media and which are supplied to the Supplier by Absa or any of its Affiliates or which the Supplier and any subcontractors are required to generate, collect, process, store or transmit in connection with this Agreement, which includes Deliverables, where applicable. **Absa Group** means Absa and each Affiliate of Absa.

Absa Premises means premises owned, leased, licensed or otherwise controlled by any member of the Absa Group from time to time.

Absa System means the electronic information systems comprising any one or more of hardware, equipment, software, peripherals and communications networks owned, controlled, operated and/or used by Absa

Applicable Law means any of the following:

- (a) any statute, directive, order, enactment, regulation, by-law, ordinance or subordinate legislation in force from time to time;
- (b) common law and the law of delict;
- (c) any binding court order, judgement or decree;
- (d) any applicable industry code, guidance, policy, or standard enforceable by law; and
- (e) any applicable direction, statement of practice, guidance, policy, rule or order given by a Regulator that is binding on the Parties in any jurisdiction.

Business Days means any day, other than a Saturday, Sunday or an official public holiday in South Africa, recognised as such under the Public Holiday Act, 1994 (Act no 36 of 1994).

Charges means the charges payable by Absa to the Supplier under this Agreement.

Confidential Information means in relation to Absa, Absa Confidential Information; and in relation to Supplier, Supplier Confidential Information

Contract Year means the period of 12 calendar months commencing on the Effective Date and each anniversary thereof.

Control means in relation to an entity, the power, to direct or cause the direction of the management and policies of such entity whether by contract, ownership of shares, membership of the board of directors, agreement or otherwise and, in any event, any entity owning more than thirty percent (30%) of the voting securities of a second entity shall be deemed to control that second entity. The terms “Controlling” and “Controlled” shall have a corresponding meaning.

Codes of Good Practice means the Codes of Good Practice on Broad Based Black Economic Empowerment issued by the Department of Trade and Industry in terms of the Broad Based Black Economic Empowerment Act, No 53 of 2003.

Cyber Incident means any event resulting in (i) the unauthorised or accidental access or damage to, or use or disclosure of, any Absa Data, Personal Data, Absa Confidential Information or Absa System (or the risk of any such access, damage, use or disclosure occurring); or (ii) any Absa System (or Absa authorised users’ access to it) becoming impaired or Absa Data and/or Personal Data held on it becoming corrupted;

Goods means the items identified as such in the Agreement together with any other materials or items provided by or on behalf of the Supplier to Absa.

Data Protection Legislation means to the extent applicable to the performance of any of the Supplier’s obligations under this Agreement, the data protection laws and any data protection obligations contained within national legislation in South Africa such as the Protection of Personal Information Act 4 of 2013 (“POPIA”), the Consumer Protection Act No.68 of 2008, the National Credit Act No. 34 of 2005 and all Regulations or Directives issued by the South African Reserve Bank and the Financial Intelligence Centre, and all other laws and regulations relating to data protection and privacy in any jurisdiction in which the Services are being provided, the relevant Data Subject is located or Personal Data is being Processed, stored or used and any jurisdiction from which the Supplier provides any of the Services, including, but not limited to European Union General Data Protection Regulation 2016/679, the EU Directive on Privacy and Electronic Communications 2002/58/EC, Commission decisions and guidance and the European Union General Data Protection Regulation (“GDPR”). Notwithstanding the commencement date or effective date of POPIA, the provisions thereof shall be applicable from the Effective Date hereof.

Deliverable means any work product, information, technology or other deliverable delivered by the Supplier under or in connection with this Agreement.

Disclosing Party means, in relation to any Confidential Information, the party to whom such Confidential Information belongs.

Effective Date means the date as set out in the Purchase Order or the date the services begin, whichever is the earlier.

External Supplier Control Obligations means any schedules attached to this Agreement as indicated to the Supplier to ensure Absa is able to comply with regulatory and operational requirements.

Insolvency Event means (a) the commencement of curatorship, administration or judicial management proceedings in respect of Absa or Absa Affiliate/s; (b) a notice is given, a resolution is passed,

or an order is made for or in connection with the winding-up of Absa or Absa Affiliate/s (including the commencement of the Bank Insolvency Procedure under the Banks Act 94 of 1990 or any other insolvency related legislation) other than for the sole purpose of a scheme for a solvent amalgamation of Absa or Absa Affiliate/s with one or more other companies or the solvent reconstruction of Absa or Absa Affiliate/s.

Intellectual Property Rights means all intellectual property rights including, but not limited to, software code, software technology, patents, trademarks, service marks, logos, trade names, copyright (including rights in computer software), design rights, trade or business names, domain names, know-how, database rights and topography rights, whether registered or unregistered, and all rights or forms of protection of a similar nature in any country.

Personal Data shall have the meaning ascribed thereto under Data Protection Legislation applicable to Absa (and, if not defined by that legislation, then it has the meaning given to that term by the GDPR).

Potential Cyber Incident means Absa having reasonable grounds to believe that a Cyber Incident has or may have occurred or Absa receiving a credible threat or intelligence that a Cyber Incident may occur or that any person may attempt to cause a Cyber Incident to occur;

Processing has the meaning given to that term by the applicable Data Protection Legislation applicable to Absa (and, if not defined by that legislation, then it has the meaning given to that term by the GDPR) and "Process" and "Processed" shall have corresponding meanings.

Receiving Party means the party to whom the Confidential Information of the other party may be provided, developed or otherwise acquired pursuant to or in connection with this Agreement.

Regulator means any person having regulatory or supervisory authority over the Supplier's or Absa business.

Services means all the obligations of the Supplier under this Agreement, including the provision of any Goods.

Specifications means the relevant specifications for the Goods set out in the Agreement or as otherwise agreed in writing.

Supplier Confidential Information means the information that Supplier provides to Absa in connection with this Agreement and designates in writing as its Confidential Information

Supplier Personnel means all employees, officers, contractors, consultants, agency staff and other individuals employed or engaged by or on behalf of the Supplier or any of its subcontractors

Supplier Systems means the electronic information systems comprising any one or more of hardware equipment, software, peripherals and communications networks:

- a) owned, controlled, operated; or
- b) used; or
- c) owned, controlled, operated and used; or
- d) supplied and/or developed, by Supplier or any subcontractor to perform its obligations pursuant to this Agreement;

Term means the term set out in the Agreement.

Value Added Tax means the tax imposed in terms of the Value Added Tax Act, No 89 of 1991 (as amended), including any similar tax which may be imposed in place thereof from time to time.

1.2 In this Agreement, unless otherwise stated the words other, includes, including, for example and in particular do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

1.3 In the event of a conflict or inconsistency between the Purchase Order and this Agreement, the provisions of this Agreement shall take precedence.

1.4 In the event of a conflict, the provisions set out in the Global Framework for Supply of Products and Services Agreement

("GFA"), if applicable, shall take precedence and govern over any provision in this Agreement.

2 Commencement and Term

This Agreement shall commence on the Effective Date and shall apply to the supply of the relevant Goods and/or Services and shall continue for the Term, unless terminated in accordance with the terms of this Agreement.

3 Application of Terms

Subject to clause 1.3, the terms in this Agreement shall apply to the exclusion of any other terms and conditions contained or referred to in any acknowledgement or acceptance of Purchase Order, specification, letter, invoice or other communication sent by the Supplier to Absa.

4 Supply of Goods and Services

The Supplier shall perform the Services and deliver the Goods on the terms and conditions set out in this Agreement (following any agreed timelines and milestones), in accordance with good industry practice and all Applicable Law.

5 Quality and Description

5.1 Without limiting other rights and remedies Absa may have, the Supplier warrants and represents to Absa that the Goods will:

- (a) match the quantity, quality and description in the Agreement or the Specifications (or both of them);
- (b) (without prejudice to clause 5.1(a) above) be free from defect, and be fit for the purpose;
- (c) conform to all accepted samples or patterns and Specifications provided by either party and accepted by the other; and
- (d) comply with all Applicable Laws relating to the manufacture and sale at the time when the Goods are supplied.

6 Inspection, Testing and Samples

6.1 If requested by Absa, the Supplier shall submit samples of the Goods for approval before delivery.

6.2 Absa shall be entitled to inspect and test the Goods at any stage before delivery. The Supplier shall at its own cost provide such facilities as may be reasonably required by Absa for such purpose.

6.3 If as a result of any inspection or testing carried under clause 6.2, Absa reasonably believes that the Goods do not or may not comply with this Agreement, Absa may inform the Supplier who shall take all the necessary steps to ensure such compliance.

6.4 Notwithstanding any testing or inspection carried out pursuant to this clause 6, the Supplier remains fully responsible for the Goods and any such inspection or testing does not diminish or affect the Supplier's obligations under this Agreement.

7 Delivery

7.1 The Goods shall be delivered to the Absa Premises set out on the Agreement (or other location designated by Absa) on the agreed date during Absa's business hours.

7.2 The Goods shall be properly packed and secured to reach their destination in good condition having regard to the nature of the Goods. The Supplier shall off-load the Goods at its own risk, as directed by Absa.

7.3 Absa is not obligated to pay for or return any packing materials whether re-usable or not.

7.4 All Goods should be accompanied by a detailed advice note stating the reference number of this Agreement (where applicable) and giving full particulars of the Goods supplied.

7.5 If the Goods are to be delivered by instalments, the Agreement shall be treated as a single Agreement and not severable.

7.6 If the Goods are delivered in excess of the agreed quantities, Absa shall not be bound to pay for the excess, which remains at the Supplier's risk and shall be returnable at the Supplier's expense.

7.7 Upon delivery, Absa has 15 Business Days ("**inspection period**") after the delivery to inspect and either reject or accept the Goods, such acceptance not to be unreasonably withheld or delayed. Absa will not be deemed to have accepted the Goods until this inspection period has passed. Absa shall also have the right to reject goods, at any time, if a latent defect in the Goods becomes apparent.

7.8 Without prejudice to any other right or remedy Absa may have, if any Goods are not supplied in accordance with, or if the Supplier fails to comply with, any of the terms of this Agreement, Absa shall be entitled at its discretion to exercise one or more of the following remedies:

- (a) reject the Goods (in whole or in part) and return them at the Supplier's risk and cost. The Supplier must promptly refund Absa for the Goods returned;
- (b) allow the Supplier at its own expense to remedy any defects in the Goods or to supply replacement Goods and perform any necessary work to meet the Agreements requirement;
- (c) claim damages resulting in connection with the Supplier's breach of the Agreement; or
- (d) terminate this Agreement in whole or in part immediately upon giving written notice to the Supplier.

8 Title and Risk

8.1 Without prejudice to clause 12 (Intellectual Property Rights) title and risk in the Goods shall pass to Absa upon the delivery, free of any third party rights or interest (including liens, charges and options), unless payment for the Goods is made prior to delivery in accordance with this Agreement, in which case title to the Goods shall pass to Absa once payment has been made for the Goods by Absa.

8.2 Until delivery of the Goods the Supplier shall insure the Goods, at its own expense in accordance with this Agreement, against all risks for their full replacement value.

9 Charges, Invoicing and Payment

9.1 Absa will pay to the Supplier the undisputed Charges within forty-five (45) days of receiving a validly rendered invoice.

9.2 All Charges are exclusive of Value Added Tax and equivalent taxes in other countries which will be payable at the applicable rate.

9.3 The Supplier shall, comply with Absa's invoicing requirements (electronic or otherwise) including entering into agreements, and complying with any third party nominated by Absa for the purposes of receiving or processing invoices.

10 Supplier Personnel

10.1 The Supplier shall be and shall remain fully responsible for the acts, omissions and management of all Supplier Personnel.

10.2 The Supplier shall ensure that (i) all its members are vetted in accordance with good industry practice and (ii) it will provide the Services in an informed, accurate and professional manner in accordance with this Agreement and (iii) not bring Absa into disrepute. The Supplier shall not assign any Supplier Personnel to any obligations, work or services relating to this Agreement without Absa's prior written consent if the Supplier has not complied with the External Supplier Control Obligations or if information which arises out of the External Supplier Control Obligations or which is otherwise known by the Supplier in relation to an individual is such that a service provider exercising good industry practice would not assign such individual to perform the service or any other obligation of the relevant member of the Supplier.

10.3 Absa reserves the right to refuse to admit to, or remove from, any Absa Premises any Supplier Personnel (i) whose admission or presence would, in Absa's opinion, be undesirable or who represents a threat to confidentiality or security; or (ii) whose presence would be in breach of any rules and regulations governing Absa's own staff, provided that Absa notifies the Supplier of any such refusal. The exclusion of any such individual from such Absa Premises shall not relieve the Supplier from the performance of its obligations under this Agreement.

11 Warranties

11.1 The Supplier warrants and represents as at the Effective Date and on an ongoing basis that:

- (a) it has full authority to grant the licences under this Agreement;
- (b) it shall perform its obligations with due skill, care and diligence and in accordance with good industry practice;
- (c) the performance of its obligations and Absa's receipt and use of the Services, any Intellectual Property Rights provided or made available, any Confidential Information disclosed to it by the Supplier, any of the Goods and the exercise of any rights granted under any licences to Absa will not infringe any Intellectual Property Rights (or moral rights) of any third party; and
- (d) it is currently complying with and shall continue to comply with all Applicable Law and shall comply with all applicable Absa Policies (being policies, referred to in the External Supplier Control Obligations and any other policies as may be notified by Absa to Supplier from time to time).

11.2 Without prejudice to any other rights and remedies of Absa, the Supplier shall upon request by Absa replace or (at Absa's option) repair all Goods that become defective during the period of 12 months from the date of delivery, where such defect occurs under proper usage and is due to faulty design, or inadequate or faulty materials or workmanship, the Supplier's erroneous instructions as to use or any breach by the Seller of any provision of this Agreement. Repaired and replaced Goods shall be subject to the foregoing obligations for a period of 12 months from the date of delivery, reinstallation or passing of tests (if any) whichever is appropriate.

12 Intellectual Property Rights

12.1 All Intellectual Property Rights belonging to a party prior to the execution of this Agreement shall remain vested in that party.

12.2 None of the Intellectual Property Rights in Absa's trademarks and brands shall be used by the Supplier for any purpose without Absa's prior written consent.

12.3 The Supplier hereby grants to Absa, each other member of the Absa Group, their agents and contractors, a worldwide, royalty-free, non-exclusive, perpetual, non-transferable licence (including the right to grant sub-licences) to use (i) any and all Intellectual Property Rights in the Goods, and (ii) any other Intellectual Property Rights to the extent necessary to:

- (a) receive or use the Services;
- (b) to enable the full benefit of ownership of the Goods; and
- (c) perform its obligations or exercise its rights under this Agreement.

12.4 The Supplier shall at all times whether during or after termination or expiry of this Agreement indemnify Absa and keep Absa indemnified against all losses suffered by, incurred by or awarded against Absa or which are agreed by Absa to be paid by way of settlement or compromise, arising out of or in relation to:

- (a) any infringement or alleged infringement of any Intellectual Property Rights of any third party which is suffered by, incurred by or awarded against Absa as a result of Absa's (or the relevant Indemnified Party's) receipt of the Services or its use

- or possession of any Goods or Intellectual Property Rights provided or otherwise made available to Absa; or
- (b) any negligent or wilful (or negligent and wilful) act or omission of the Supplier, its employees, agents or contractors in supplying, delivering or installing (or any one or more of them) the Goods.

13 Confidentiality

The Receiving Party will treat and keep all Confidential Information of the Disclosing Party as secret and confidential in perpetuity and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement. The foregoing shall not apply to the extent that (a) the Receiving Party needs to disclose Confidential Information of the Disclosing Party to any Affiliate, subcontractor, agent or employee of the Receiving Party in order to fulfil its obligations, exercise its rights under this Agreement or to receive the benefit of the Services; or (b) any Supplier Confidential Information is embodied in or otherwise incorporated into any Goods.

14 Black Economic Empowerment

- 14.1 In complying with the Codes of Good Practice, Absa is required to meet particular black economic empowerment (**B-BBEE**) procurement spend targets and to report on all such expenditure incurred and spent with the Supplier.
- 14.2 Where the interpretation of the Codes of Good Practice is unclear, the Supplier shall be obliged to approach Absa for a ruling, and such ruling shall be binding on the Supplier.
- 14.3 Any updates to the Codes of Good Practice shall be binding upon both parties.
- 14.4 Supplier shall ensure that it is assessed for relevant accreditation in terms of the Codes of Good Practice from time to time as required by Absa or by an independent rating agency nominated by Absa.
- 14.5 The Supplier shall present a quarterly B-BBEE compliance report, in the format prescribed by Absa, and provide any other information as may reasonably be required by Absa from time to time.
- 14.6 Absa may at its cost and at its sole discretion audit, whether by internal or external auditors, all information provided by the Supplier in terms of this clause.
- 14.7 This clause is material to this Agreement. The Supplier acknowledges that it is aware that non-compliance of this clause could have a serious negative impact on Absa in that Absa may suffer irreparable damage. Consequently, should the Supplier not comply with any requirements set out in this clause or any other applicable requirement of the Codes of Good Practice, Absa may, at its sole discretion utilise any remedy created in this Agreement for the enforcement of Absa's rights, including termination in terms of clause 17 (Termination). For the avoidance of doubt, Absa acknowledges that it will be unreasonable to act selectively in enforcing the provisions of this clause and accordingly undertakes to at all times act in the utmost good faith in resorting to the remedy provided for in this clause.
- 14.8 The Supplier agrees that it shall immediately disclose all and any facts that may have a substantial detrimental effect on the Supplier's achievement of its obligations in terms of this clause.

15 Data Protection

- 15.1 Absa and the Supplier hereby warrant and represent to the other that in the event that they Process any Personal Data, they shall comply with all applicable Data Protection Legislation.
- 15.2 Absa and the Supplier hereby warrant and represent to the other party that they have collected all necessary consents for the transfer of the Personal Data to the other party for the purposes

of the other party Processing it as contemplated by this Agreement.

- 15.3 Supplier shall not Process, transfer or permit access to any Personal Data outside the jurisdiction within or from which the Supplier's obligations are being performed or the Personal Data is being Processed save with Absa's prior consent in writing.
- 15.4 Supplier shall notify Absa promptly and in any event within twenty-four hours of becoming aware of any actual, suspected or alleged loss, leak or unauthorised Processing of any Personal Data.
- 15.5 Supplier shall comply with all applicable Data Protection Legislation including (i) any data protection obligations contained within national legislation in South Africa such as the Protection of Personal Information Act 4 of 2013 ("POPIA"), (ii) the Consumer Protection Act No.68 of 2008, the National Credit Act No. 34 of 2005, (iii) all Regulations or Directives issued by the South African Reserve Bank and the Financial Intelligence Centre, (iv) all other laws and regulations relating to data protection and (v) privacy in any jurisdiction in which the Services are being provided, the relevant Data Subject is located or Personal Data is being Processed, stored or used and any jurisdiction from which the Supplier provides any of the Services. Notwithstanding the commencement date or effective date of POPIA, the provisions thereof shall be applicable from the Effective Date hereof.
- 15.6 Supplier shall implement appropriate technical and organisational measures to protect Personal Data against unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure of the Personal Data. Such measures shall be appropriate to the harm that might result from unauthorised or unlawful Processing or accidental loss, destruction or damage to Personal Data and to the nature of Personal Data to be protected and shall include taking reasonable steps to ensure the reliability of employees having access to the Personal Data.
- 15.7 Supplier shall not disclose any Personal Data obtained from Absa to any third party for back-up or storage purposes, without obtaining Absa's prior written consent in each instance.
- 15.8 Supplier shall be held responsible for the acts or omissions of such third party in relation to such Processing as though they were Supplier's acts or omissions.
- 15.9 Upon termination of this Agreement, the Supplier shall cease all Processing of Personal Data provided to it by Absa or which it has accessed. In addition, the Supplier shall return or destroy such Personal Data, as requested by Absa.

16 Liability

- 16.1 Neither party limits or excludes its liability (i) in respect of any theft, fraud or fraudulent misrepresentation by it or its employees, and in the case of a Supplier, by Supplier Personnel; (ii) for death or personal injury caused by its action or inaction or that of its employees and in the case of a Supplier, by Supplier Personnel; (iii) in the case of a Supplier, for a third party obtaining unauthorised access to Bank Systems as a result of an act or omission of Supplier or Supplier Personnel; (iv) in the case of the Supplier, for any cyber crime and/or cyber incident as a result of an act or omission of Supplier and/or Supplier Personnel; (v) in respect of any indemnity (including any obligation to defend a claim) given under a contract; (vi) in the case of the Supplier, in respect of any fines and/or penalties paid or payable by Absa Group to a Regulator as a result of an act or omission of Supplier and/or Supplier Personnel; (vii) for wilful misconduct and for gross negligence; (viii) for breach of clause 12 (Intellectual Property Rights); breach of clause 13 (Confidentiality) and clause 15 (Data Protection) or (ix) to the extent such limitation or exclusion is not permitted by Applicable Law.

- 16.2 Subject to clauses 16.1 the maximum aggregate liability of the Supplier to Absa (other than liability covered by clause 16.1) shall in respect of each default be limited to 150% of the Charges paid or payable under this Agreement.
- 16.3 Subject to clause 16.1, the maximum aggregate liability of Absa and its Affiliates (other than liability covered by clause 16.1) shall, in each Contract Year, be limited to the total Charges paid for Goods and Services under this Agreement during such Contract Year.
- 16.4 Subject to clauses 16.1, neither party will be liable to the other party for any indirect or consequential loss or damage including any indirect loss of business or profits, in each case whether arising from negligence, breach of contract or otherwise.

17 Termination

- 17.1 This Agreement may be terminated for convenience by Absa at any time by giving to the Supplier not less than 14 days prior written notice.
- 17.2 The following events shall allow Absa to terminate this Agreement, in whole or in part, with immediate effect by written notice to the Supplier (i) material breach by the Supplier of this Agreement (being a single event or a series of events which are together a material breach) which is either not capable of being remedied, or, if the breach is capable of being remedied, the Supplier fails to remedy such breach within 30 days of receiving written notice requiring it to do so; (ii) the Supplier is affected by an Insolvency Event (iii) the Supplier is in breach of the Anti-Bribery and Corruption Schedule and (iv) if the Supplier (including its directors and Supplier Personnel), and/or its subcontractor (including its directors and personnel), in Absa's opinion, has through its conduct or alleged conduct (whether in connection with the Services or otherwise) adversely affected or may adversely affect Absa's reputation, irrespective of whether Absa suffers or is likely to suffer damages as a result thereof.
- 17.3 Any termination or expiry of this Agreement shall not affect any accrued rights or liabilities of either party or the coming into force or continuation in force of any other clauses and provisions of this Agreement which are expressly or by implication intended to come into force or continue in force on or after termination.
- 17.4 Within 30 days of expiry or termination of this Agreement, the Supplier will at the Bank's option, return or destroy all Personal Data and any copies thereof, unless legislation or regulation prevents it from doing so, in which case the Supplier undertakes that it will no longer Process such Personal Data and will comply with the provisions of clause 13 (Confidentiality) in relation to such Personal Data such that the Personal Data remains confidential.

18. Information Security

- 18.1 In addition to and without limiting the Supplier's obligations under Clause 15 (Data Protection), the Supplier shall promptly comply with all reasonable directions and instructions given by Absa and shall take such actions and steps as Absa may specify, in connection with the detection, prevention or mitigation of a Cyber Incident and any investigation into its causes. These may include any requirement to:
- disconnect or isolate (whether by physical or logical means) any Absa System that is directly or indirectly connected to any Supplier System;
 - allow Absa to access and communicate with Supplier Systems and, where required by Absa, allow Absa, working in conjunction with the Supplier, to retrieve and/or destroy or erase permanently Absa Data and/or Personal Data in Supplier's possession;
 - provide any information in the Supplier's (or any subcontractor's) possession in relation to the Cyber Incident or any Potential Cyber Incident;
 - monitor or report on the state of any Supplier System, including network traffic to, from or through that Supplier System;

- power down, suspend or reboot any Supplier System (or, where capable of being powered down, suspended or rebooted individually, any separate part of that Supplier System) where reasonably necessary as part of the mitigation or resolution of any Cyber Incident or prevention of any Potential Cyber Incident;
- apply a patch, hotfix, service pack or similar update to any Supplier System (or roll back or remove any such update); and/or
- modify the configuration of any Supplier System.

19. Anti-bribery

The Supplier shall comply with its obligations as set out in Schedule 1 (Anti-Bribery and Corruption).

20. General

- 20.1 **Audit:** The Supplier shall grant to Absa the right to (i) access any premises used by the Supplier to provide the Services or from where the Services are managed or administered, (ii) interview any Supplier Personnel, and (iii) copy any relevant record in order to audit the Supplier's compliance with this Agreement.
- 20.2 **Amendment and Variation:** No variation to this Agreement shall be valid unless it is in writing and agreed upon and signed by each of the parties to it.
- 20.3 **Assignment and Subcontracting:** The Supplier shall not be entitled to assign, transfer, subcontract or otherwise deal with its rights and obligations arising under or in connection with this Agreement without Absa's prior written consent.
- 20.4 **Notices:** All notices and consents to be given to a party under this Agreement shall be in writing in English and shall be marked for the attention of the person, and delivered by hand, sent by facsimile transmission or prepaid registered post to the address set out in the Agreement.
- 20.5 **Cumulative Rights:** Except as expressly stated in this Agreement, each party's rights under this Agreement are cumulative and not exclusive of rights or remedies provided by law save to the extent that such rights are inconsistent with those rights as expressly set out in this Agreement.
- 20.6 **Further Assurance:** Each party undertakes, at the request and cost and expense of the other party, to sign all documents and to do all other acts, which may be necessary to give full effect to this Agreement .
- 20.7 **Whole Agreement:** This Agreement (together with all the related documents) sets out the entire agreement and understanding between the parties, and supersedes all proposals and prior agreements, arrangements on its subject matter. Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement and the documents referred to in it) made by or on behalf of any other party before the Effective Date. Each party waives all rights and remedies which, but for this clause 20.7 might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 20.8 **Governing Law and Jurisdiction:** This Agreement and any non-contractual obligations arising out of or in relation to this Agreement shall be governed by and will be interpreted in accordance with South African law. All disputes arising out of or relating to this Agreement or any non-contractual obligations arising out of or relating to this Agreement shall be submitted to the exclusive jurisdiction of the South Gauteng High Court, Johannesburg (or any successor to that division).

SCHEDULE 1- Anti-Bribery and Corruption

1. DEFINITIONS

Applicable Anti-Bribery Law: means all applicable laws, statutes, regulations, and other legal instruments that have the force of law relating to anti-bribery and anti-corruption, that apply to the parties, including, but not limited to, the South African Prevention and Combating of Corrupt Activities Act, 2004.

Associated Person: means: a person (either natural or juristic) which performs services for or on behalf of Absa and is paid by Absa for those services. Associated Parties are typically suppliers of services who represent Absa externally.

Bribery and Corruption: means the direct or indirect offer, authorization, gift or promise to give anything of value to any person (including, but not limited to, a Public Official), with the intent to obtain or retain business or gain an improper advantage. The term should be interpreted broadly and includes, but is not limited to, the following:

- (a) Any conduct that constitutes a breach of Applicable Anti-Bribery Law;
- (b) Any payment made or the provision of anything else of value to any Public Official to influence or reward their decision, or to gain any other undue advantage;
- (c) Any payment made or the provision of anything else of value to any representative of a private enterprise (whether for profit or otherwise) to improperly, dishonestly and outside the ordinary course of ethical business practice, influence or reward their decision, or to gain any other undue advantage.

Credible Adverse Media reporting: means media publications (print media, online, radio or television) that suggest criminal conduct on the part of an entity or entities, and/or natural person(s), published by reputable news providers that may be considered to be impartial, that results in a current or foreseeable reputational risk. The media publications must appear to be based on a reasonable degree of research and/or investigative journalism. The personal views, theories, opinions, and unsubstantiated allegations of any individual made to a news provider or on any form of social media or similar platform shall not constitute Credible Adverse Media reporting.

Public Official means any person that works directly for government or for any government owned or controlled companies or agencies. The following persons may, depending on the circumstances, be considered to be a Public Officials

- (a) any officer, employee or representative of a government, whether national, federal or local;
- (b) any individual exercising a legislative, administrative or judicial function, whether appointed or elected;
- (c) any officer, employee or representative of any Government Entity, including but not limited to central banks, sovereign wealth funds, state-run hospitals and any business venture that is owned or controlled by a Government Entity;
- (d) any candidate for or holder of public office;
- (e) any political party or official of a political party;
- (f) any officer, employee or representative of a public international organisation; and
- (g) an individual who holds or performs the duties of an appointment, office or position created by custom or convention, including some members or royal families and some traditional/tribal leaders.

Government Entity means a statutory body that forms part of government, including but not limited to the following:

- (a) any national, federal, state, province, local and / or municipal government department, agency, office and / or instrumentality;
- (b) any company or organisation where a government has 50 percent or more ownership interest;
- (c) any company or organisation where a government controls a majority of votes attaching to the shares;
- (d) companies and organisations that are controlled by a government. For example, the term 'Government Entity' will generally include companies and organisations that:
 - (i) have constituting statutes that establish that they are instrumentalities, agents or mandataries of a government;
 - (ii) perform functions or services that are public-in-nature (i.e., for the benefit of the general public or a large sector of the population);
 - (iii) are financially dependent on the government (i.e., the government is responsible for losses or funding of operations);
 - (iv) do not operate on a normal commercial basis (e.g., because they are given special powers by legislation);
 - (v) have boards of directors or management committees where the government nominates a majority of directors or officers.

2. ANTI-BRIBERY – UNDERTAKINGS, REPRESENTATIONS AND WARRANTIES

2.1 In respect of entering into and performing the activities and functions contemplated in this Agreement, the Supplier hereby undertakes to Absa that it:

2.1.1 will not (and it will take reasonably practicable steps to ensure that none of its directors, employees, Group Company(ies), or directors or employees of any Group Company(ies) or any other person (natural or juristic) who are authorised to act for or on behalf of the Supplier will not)) breach any Applicable Anti-Bribery Law;

2.1.2 will not (and it will take reasonably practicable steps to ensure that none of its directors, employees, Group Company(ies), or any other person (natural or juristic) who is authorised to act for or on behalf of the Supplier will not)) engage in any Bribery or Corruption; and

2.1.3 will take reasonably practicable steps to ensure that appropriate controls and safeguards are in place, designed to prevent it, as well as its directors, employees, Group Company(ies), the directors or employees of all Group Company(ies) and all other persons (natural or juristic) who are authorised to act for or on behalf of the Associated Party, from becoming involved in any Bribery or Corruption or from breaching any Applicable Anti-Bribery Law.

2.2 The Supplier hereby warrants to Absa that, as at the date of entering into this Agreement, to the best of its knowledge and belief after having made due and careful enquiries, neither Supplier nor any of its directors, employees, Group Company (s), or directors or employees of any Group

- Company (s), or any other person (natural or juristic) who is authorized to act for or on behalf of the Supplier:
- 2.2.1 has breached any applicable Anti-Bribery and Anti-Corruption Law; and/or
 - 2.2.2 has engaged in any Bribery or Corruption, which relates in any way to the activities of Absa and engagement contemplated in terms of this contract.
- 2.3 The Supplier has implemented and must at all times maintain adequate procedures designed to comply with its obligations under clause 2.1 and 2.2 above.
- 2.4 Breach of any of the provisions in clauses 2 is a material breach of this Agreement for the purpose of clause 17.1 (Termination) of the Agreement and, without remedy to any other right, relief or remedy, entitles Absa to terminate this Agreement immediately.
- 3. SUSPENSION RIGHTS**
- Without prejudice to clause 17.1 (Termination) of the Agreement, in the event that Absa has reasonable grounds to suspect a breach of any of clause, Absa shall, where permitted by law, notify the Supplier in writing of the suspected breach and shall be entitled to suspend any payments owed to the Supplier for up to ninety days whilst it investigates the suspected breach. At the conclusion of that period, Absa shall either make any payments delayed as a consequence of the suspension or terminate this Agreement in accordance with clause 2.4.
- 4. TERMINATION**
- Where the Agreement is terminated for breach of clause 2 of this Agreement, Absa shall not be obliged to make any payments to the Supplier or any of its Associated Persons of any kind which have accrued or which will accrue, where it reasonably suspects those payments may be used by the Supplier or any of its Associated Persons to make a payment, or which directly or indirectly reimburse a payment already made by the Supplier or any of its Associated Persons, which is or would be a breach of clause of this Agreement.
- 5. ADDITIONAL ANTI-BRIBERY UNDERTAKINGS**
- 5.1 Except where prohibited by law the Supplier must promptly report to Absa in writing upon becoming aware that it (or any of its Associated Persons involved in the Services) have, in connection with this Agreement:
- 5.1.1 committed an actual or suspected breach of clauses 2 or of any Applicable Anti-Bribery Law;
 - 5.1.2 received any request or demand for any undue financial or other advantage in connection with the performance of this Agreement; or
 - 5.1.3 are the subject of any police, judicial or regulatory investigation or proceedings in relation to any suspected breach of any Applicable Anti-Bribery Law, Absa Anti-Bribery and Anti-Corruption Policy.
- 5.2 The Supplier must keep appropriate up to date books, accounts, and records that accurately reflect its transactions relating to this Agreement, and the steps taken by it to comply with Applicable Anti-Bribery Law from the date of this Agreement. Such books, accounts and records shall be retained for a period of not less than six years after their creation.
- 5.3 The Supplier must from time to time, at the reasonable request of Absa:
- 5.3.1 confirm in writing that it has complied with its obligations under clauses 2 and must provide any information reasonably requested by Absa in support of such compliance;
 - 5.3.2 permit Absa to have such access to its books, accounts, and records that concern its activities under this Agreement (and to take such copies thereof) as reasonably necessary in order to verify compliance with clauses, and to meet with those of its Associated Persons as are relevant to this Agreement to audit such compliance, for up to six years after termination or expiry of this Agreement; and
 - 5.3.3 permit Absa to appoint, and Absa must cooperate with, an independent accounting or auditing firm to carry out such audit as Absa reasonably requires in order to verify compliance with these clauses (including meeting with those of its Associated Persons as are relevant to this Agreement), for up to six years after termination or expiry of this Agreement.
- 5.4 The Supplier must give reasonable assistance and cooperation to Absa in relation to any police, judicial or regulatory investigation or enquiry in relation to any suspected bribery or corruption, whether during the term of this Agreement or up to six years after its termination.
- 5.5 The Supplier represents that the responses it provided to Absa due diligence enquiries remain true, accurate and complete.
- 6. TRAINING**
- The Supplier may be required to undertake such anti-bribery and anti-corruption training as Absa may reasonably require. Absa will be responsible for the costs of providing such training material.