



Your data. Assured.

MASTER SERVICES AGREEMENT

For the supply of Audit, Advisory and Assurance Services

Preamble and Definitions

This Agreement contains the terms on which RISK X agrees to provide the Services (as defined below) to the Client. This Agreement incorporates the terms and conditions attached as Appendix A and becomes binding when signed by both parties above.

In this Agreement the terms and expressions used shall have the following meanings;

The Supplier	Risk X Data Assurance (Pty) Ltd "RISK X" Registration Number: 2016/131660/07 11 Imam Haron Road, Claremont, Cape Town, 7700.
The Client	"Client" As per the Statement of Work unless otherwise stated.
Day Rate	As per relevant Statement of Work (See "Annexures").
Amount of Days	As per relevant Statement of Work (See "Annexures").
Deliverables	As per relevant Statement of Work (See "Annexures").
Intellectual Property Rights	Means all intellectual property rights of whatever nature, including copyright (present and future), moral rights, patents, trademarks, design rights and database rights (whether or not any of these are registered and including any applications for registration of any such rights), know-how, Confidential Information and trade secrets and all rights or forms of protection of a similar nature or having similar effect to any of these which may exist anywhere in the world.
Services	Means services to be supplied to the Client as agreed and specified in the Statements of Work (See "Annexure 1").
Statement of Works	Means a schedule of specific services to be supplied to the Client and agreed upfront between RISK X and the Client and signed by both parties to this Agreement.
Fee	Means the amount payable by the Client under each Statement of Work as specified in that Statement of Work calculated at the Day Rate set out in the relevant Statement of Work and is calculated exclusive of VAT and any agreed expenses.
Group Company	Means in respect of either the Client or RISK X and every other company which is a subsidiary or holding company of either company or a subsidiary of any such holding company from time to time and "subsidiary" and "holding company" have the meanings given to them by the Companies Act 71 of 2008.
Business Day	Means a day other than a Saturday, Sunday or public holiday in South Africa when banks are open for business.

Confidential
Information

means the terms and conditions of this Agreement, and any other information disclosed by one Party (the "Disclosing Party") to the other (the "Receiving Party"), including, but not limited to, information regarding each Party's products, services, product designs, prices and costs, trade secrets, know how, inventions, development plans, techniques, processes, programs, schematics, software, data, client lists, financial information, sales and marketing plans, business opportunities, personnel data, research and development activities, pre-release products and any other information which the Receiving Party knows or reasonably ought to know is confidential, proprietary or trade secret information of the Disclosing Party.

1. INTERPRETATION

- 1.1. Any reference to a statutory provision shall include that provision as from time to time modified or re-enacted provided that in the case of modifications or re-enactments made after the date of this Agreement the same shall not have effected a substantive change to that provision.
- 1.2. The singular includes the plural and vice versa and any gender includes any other gender.
- 1.3. The headings of this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

2. PROVISION OF SERVICES

- 2.1. Each individual engagement will be described in a separate Statement of Work (See “Annexures”), detailing which Services RISK X will provide to the Client, a ‘commencement date’, the Amount of Days to be delivered and the Day Rate to be applied in respect thereof.
- 2.2. The Services will be delivered with the skill and care reasonably expected of an expert in the relevant field of service delivery.
- 2.3. The Services will be delivered remotely wherever possible to reduce costs unless stated to the contrary in the relevant Statement of Work in which case the Services shall be delivered on the Client's site and the Client shall be liable for all reasonable costs in relation thereto, including reasonable costs of transport of RISK X.
- 2.4. RISK X warrants that it shall provide the Service, unless otherwise specified in the Statement of Work or agreed in writing by the Client, by staff who are appropriately certified, skilled and experienced.
- 2.5. The product of the Services shall be the Deliverables specified in the relevant Statement of Work.
- 2.6. In providing the Services to the Client, RISK X will, unless otherwise specified in the Statement of Work or agreed in writing by the Client, be bound by the terms and conditions of RISK X's licence with the Payment Card Industry Security Standards Council or any other industry body to which RISK X owes a duty of compliance.
- 2.7. Where RISK X makes any recommendations as to a supplier of goods or services, such goods or services being beyond the scope of this Agreement, it does not warrant or guarantee the provision of such goods or services and shall be liable for the Services only to the extent that no reasonable security consultant could have made that recommendation at the time (and the state of the art) when such recommendation was made. Any reliance on any recommendation made by RISK X in respect of third-party products or services is at the risk of the Client.

3. INTELLECTUAL PROPERTY

- 3.1. RISK X retains all rights to any Deliverables until payment for the Deliverables has been made in full. Thereafter, RISK X will assign all rights in the Deliverables to the Client save for any pre-existing Intellectual Property Rights owned or licensed by RISK X and used in the provision of the Services.
- 3.2. The Client confirms that it has, and will throughout the provision of the Services, continue to maintain valid copyright and/or other intellectual property licences in relation to all third party computer programs which are likely to be accessed pursuant to the provision of the Services so that no one working under this Agreement will infringe any copyright or other intellectual property right in carrying out the Services.
- 3.3. RISK X warrants and represents that it has and will throughout the term of this Agreement and any Statements of Work, continue to maintain valid copyright and/or other intellectual property licences used by RISK X in the provision of the Services.
- 3.4. Both parties shall indemnify and hold each other harmless from all claims and all direct costs, proceedings, damages and expenses (including reasonable legal and other professional fees and expenses) awarded against, or incurred or paid by, either party as a result of or in connection with any alleged or actual infringement, whether or not under South African law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the products of the Services (including the Deliverables).

4. STATEMENTS OF WORK

- 4.1. Each Statement of Work will contain a schedule of the Services required, a description of the Deliverables together with the resources specified (if any), the agreed Fee (and/or an agreement on the Number of Days and Day Rate), as well as an estimated commencement date for the Services.
- 4.2. The Client will confirm the commencement date for each Statement of Work prior to the anticipated commencement date and RISK X will commence the Services on such date.
- 4.3. In the event that after such confirmation the Client cancels the Services under any Statement of Work without a postponement of the Services agreed by Risk X for less than 60 days, the Client shall make a payment to RISK X equal to 50% of the amount that would have been payable under the relevant Statement of Work in acknowledgement of the unrecoverable nature of the costs to RISK X associated with such a cancellation.
- 4.4. Any payment of Fees by the Client in terms of this clause 4.3 shall not be allocated to any future Services purchased by the Client.

5. CLIENT'S OBLIGATIONS

- 5.1. If required under the Statement of Work, the Client shall ensure that they provide RISK X with specific and detailed information concerning, and reasonable access to, the Client's computer systems and networks.
- 5.2. Subject to the obligations of clause 2.3, the Client shall ensure that they provide each RISK X staff member physically located at the Client's site, access to and time upon, the Client's computer systems and network access as necessary and sufficient for RISK X to provide the Services.
- 5.3. If required under the Statement of Work, the Client shall ensure that they provide RISK X with access to employee(s) who shall have knowledge of computer systems, network and payment cardholder data during working hours when the Services are being provided.
- 5.4. If required under the Statement of Work, the Client will identify a Client employee with project management experience to act as liaison between the Client and RISK X, such employee to be available during working hours when the Services are being provided.
- 5.5. The Client shall ensure that they generally co-operate with and provide RISK X as soon as is reasonably practicable with all such information about its systems, network, premises, equipment, data structures, protocols, software, hardware, firmware and payment cardholder data as are reasonably requested by RISK X from time to time.
- 5.6. RISK X shall not be liable to the Client for any failure or delay to the extent that such failure or delay arises from the breach of this agreement caused by any third party(ies) appointed by the Client.

6. CONDITIONS OF ENTRY ON SITE

- 6.1. While RISK X staff are present at the Client's site:
 - 6.1.1. RISK X shall ensure that such staff comply with such site rules and procedures as are notified to RISK X from time to time; and
 - 6.1.2. The Client shall ensure that such site meets are relevant to local health and safety standards and the Client shall indemnify RISK X against all claims of death and/or personal injury arising out the Client's breach of such obligation of safety.
- 6.2. Without prejudice to any other rights it may have, RISK X shall be permitted to suspend provision of the Services or terminate this Agreement immediately without any liability to the Client should the Client be in breach of its safety obligation set out in clause 6.1.2 above (or should RISK X reasonably consider that the Client is likely to breach such obligation).

7. DATA PROTECTION & SECURITY

- 7.1. In the course of providing the Services, RISK X may obtain personal information from the Client or its Group Companies in which case, it may be acting either as an operator or responsible party as defined in the Protection of Private Information Act 4 of 2013 as amended from time to time ("POPIA") or other applicable data protection laws applicable to the parties. Risk X undertakes to comply with the provisions of this clause 7 as well as the provisions of POPIA and Annexure 2 hereto in respect of its processing of personal information in terms of this Agreement. Where RISK X processes the Client's personal information on the Client's instructions in order to perform the Services, RISK X processes such personal information in the role of an operator of the Client.
- 7.2. The Client confirms that it has obtained all consents or alternate lawful basis for the processing of personal information of the Client's data subjects in relation to which it is a responsible party to enable such personal information to be disclosed to RISK X and to enable RISK X to carry out the Services.
- 7.3. With regard to any personal information (as defined in POPIA) to be processed by RISK X in connection with this Agreement, RISK X warrants that it will:
- 7.3.1. Co-operate fully with the Client in complying with any:
- (i) Data subject access requests; and
 - (ii) Any enquiry made, or investigation or assessment of processing initiated by the Information Regulator
- 7.3.2. Take such security measures as are required to enable it to process all personal information in compliance with obligations imposed by POPIA and to prevent loss of, damage to, unauthorised destruction of, or unauthorised access to the Client's personal information.
- 7.4. With regard to any payment data and any Account Data (as defined by the PCI Security Standards Council from time to time) to be stored or processed by RISK X in connection with this Agreement, RISK X warrants that such data will be processed and stored in accordance with the payment card industry (PCI) standards.
- 7.5. RISK X shall only retain personal information as long as necessary for purposes of performing the Services or as required by applicable laws, and the Client may at any time request that RISK X securely destroy any personal information of the Client that it holds, subject to applicable laws which require RISK X to retain such personal information.
- 7.6. In the event that RISK X is to destroy any of the Client's Personal Data or Confidential Information, for any reason, RISK X shall securely destroy such data in accordance with any directions given by the Client.

- 7.7. RISK X will only transfer personal information to a foreign country if such transfer will comply with the applicable requirements of POPIA relating to transfer of personal information to a foreign country.
- 7.8. In the event that RISK X appoints any Sub-Processor, RISK X will enter into a written agreement with the Sub-Processor that includes provisions similar to this clause 7.
- 7.9. RISK X shall inform the Client as soon as practicable of any breach of this clause or any other data protection or security measures they have in place.
- 7.10. The Client hereby indemnifies and holds RISK X harmless against any claim by or liability arising out of RISK X's performance of the Services and its other obligations in accordance with the terms of this Agreement and any instructions given to it by the Client from time to time, to the extent that such claims do not arise as a result of RISK X's wilful and/or negligent acts or omissions.

8. PAYMENT

- 8.1. The Client agrees to pay the Fee agreed in respect of each Statement of Work in respect of all Services accepted by the Client in accordance with the acceptance criteria detailed in the relevant Statement of Work.
- 8.2. In the event that the acceptance criteria are not defined in the Statement of Work, the work will be considered to be performed on a 'time and materials' basis and the Fee will be payable accordingly.
- 8.3. In the event of termination of a Statement of Work, RISK X shall be entitled to charge for the Services completed at the date of termination of the relevant Statement of Work as well as any non-recoverable costs (as agreed in writing by the Client) incurred in anticipation of performance of work set out in the relevant Statement of Work, such as pre-booked travel and accommodation etc.
- 8.4. RISK X will invoice the Client for the Fee due to RISK X in accordance with the relevant Statement of Work, together with Value Added Tax ("VAT") thereon at the appropriate rate then prevailing, if applicable. The invoice will be payable by the Client to RISK X on presentation.
- 8.5. All reasonable travel, accommodation and subsistence expenses properly incurred by RISK X during the performance of the Services and agreed in writing in advance by the Client shall be paid by the Client. RISK X shall on a monthly basis submit details of expenses (including in the case of car journeys the mileage covered) to the Client together with VAT invoices where applicable.
- 8.6. All Fees are exclusive of any applicable value added or any other sales tax, for which the Client shall be additionally liable.

- 8.7. Late payment of fees will be subject to penalty interest equal to the amount of the prime interest rate plus 5% per annum from the date of default and which interest shall be calculated and capitalised on the same day of each month, in arrears, on the amounts due until the default has been remedied in full by the Client.
- 8.8. The Client will be liable for all fees and disbursements incurred by RISK X, calculated on an attorney and own client scale, including collection commission of 10% (ten percent) (excluding VAT) on the outstanding amount from the due date for payment of the Fees, in the event that RISK X is required to instruct an attorney or registered debt collector to collect any overdue amounts owed by the Client or to take legal action against the Client for the recovery of any such amount.

9. TERMINATION

- 9.1. This Agreement may be terminated by RISK X by giving no less than 30 days' notice in writing at any time, provided that all Statements of Work under this Agreement are terminated or completed.
- 9.2. The Client shall be entitled to terminate this Agreement and any Statement of Work by giving RISK X no less than 30 days' notice in writing at any time, subject to the provisions of clause 4.3 above.
- 9.3. Either party shall be entitled forthwith to terminate this Agreement or any Statement of Work by written notice to the other if:
- 9.3.1. The other party is in material breach (which breach remains unremedied notwithstanding demand by the innocent party in writing for the defaulting party to remedy the breach within 14 (fourteen) days of such notice) of this Agreement or the relevant Statement of Work as applicable;
 - 9.3.2. An encumbrancer takes possession, or a receiver, administrator or similar officer is appointed over any of the property or assets of that other party or there is any enforcement of any security over any assets of the other party;
 - 9.3.3. That other party makes any voluntary arrangement with its creditors or suspends payment to creditors;
 - 9.3.4. That other party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement);
 - 9.3.5. That other party ceases, or threatens to cease, to carry on business; or is prevented from continuing to do business by virtue of the loss of the relevant license or industry accreditation; or

- 9.3.6. Anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party.
- 9.4. Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
- 9.5. The rights to terminate this Agreement given by this clause shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.
- 9.6. Upon termination of this Agreement for any reason contemplated in this Agreement:
- 9.6.1. All amounts outstanding to RISK X shall become immediately due and payable, without demand or further notice of any kind, all of which are expressly waived by the Parties;
- 9.6.2. Both Parties shall immediately delete all electronic copies and destroy all hard copies of all Confidential Information and Intellectual Property, unless required to be retained by law;
- 9.6.3. All access by the Client to the Services will be revoked and/or suspended with immediate effect; and
- 9.6.4. RISK X will with immediate effect stop rendering the Services to the Client.
- 9.7. The termination or expiration of this Agreement will not affect any liabilities or obligations, including, without limitation, payment and indemnification obligations, which arose pursuant to the terms of this Agreement prior to the date of termination of this Agreement

10. NON-SOLICITATION

- 10.1. Neither party shall, without the prior written consent of the other during the Restricted Period, directly or indirectly, on its own behalf, or on behalf of any person firm or company in connection with any business solicit, or entice away, or attempt to entice away any Restricted Employee (as defined below).
- 10.2. In this clause 10 the following words and phrases shall have the following meanings:
- 10.2.1. "**Restricted Employee**" shall mean any employee employed by either party at the date of termination of this Agreement, whether in the capacity of consultant, manager, director or in any IT, financial, marketing or sales function or other managerial or professional role during the 12 months preceding the termination of this Agreement, and shall not include any employee employed in an administrative, clerical, manual or secretarial capacity; and

10.2.2. "**Restricted Period**" shall mean the duration of this Agreement and the period of 12 months from the date of termination of this Agreement.

10.3. Each party hereby acknowledges and agrees that the covenants contained in this clause 10 constitute entirely separate and independent restrictions on the other party and if any of the restrictions are held to be unreasonably wide or invalid for whatever reason but would be valid if part of the wording thereof were deleted in whole or in part, or if the duration of such restriction were reduced, the said restriction shall apply with so much of the wording deleted or the duration reduced as may be necessary to make it valid.

11. FORCE MAJEURE

11.1. Neither Party shall be liable for delay in performing or failure to perform obligations under this Agreement (other than the payment of the Fee) if the delay or failure results from force majeure, subject to the party prevented from performing its obligations:

11.1.1. Notifying the other party immediately on becoming aware of the force majeure event; and

11.1.2. Taking all reasonable steps to mitigate the impact of the force majeure event on the performance of its obligations.

11.2. For the purposes of this Agreement "force majeure" shall mean any Act of God, war, riot, act of terrorism, outbreak of hostilities, strike or other industrial action of any kind, malicious damage, accident, failure or breakdown of plant or machinery, fire, flood, explosion, any act of local or national government or authority and any cause or circumstance whatsoever outside the reasonable control of the Parties.

12. WAIVER AND FORBEARANCE

12.1. If any Party fails to rely on its rights under this Agreement, that shall not prevent it from relying on those (or similar) rights in the future.

13. CUMULATIVE REMEDIES

13.1. The provisions of this Agreement, and the rights and remedies of the Parties under it, are cumulative and are without prejudice and in addition to any rights or remedies a Party may otherwise have a law or in equity.

13.2. No exercise by a Party of any one right or remedy under this Agreement, or at law or in equity, shall (save to the extent, if any, provided expressly in this Agreement, or at law or in equity) operate so as to hinder or prevent the exercise by it of any other such right or remedy.

14. LIABILITY

- 14.1. Except as expressly stated in this Agreement, RISK X shall have no liability to the Client for any loss or damage whatsoever arising out of or in connection with this Agreement whether arising in contract, tort (including negligence and breach of statutory duty) or otherwise. Subject to Clause 14.3 below, RISK X's total aggregate liability to the Client or any third party(ies) in connection with each Statement of Work shall not exceed 125% of the contracted Fees in respect of the Statement of Work in terms of which the liability arose or the amount of its relevant insurance as referred to in clause 14.7, whichever is the lesser.
- 14.2. Neither Party shall, in any event, be liable or responsible to the other for any indirect, incidental, special or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused whether arising under contract, tort (including negligence and breach of statutory duty) or otherwise, including without limitation, were the following constitute indirect or consequential loss: loss of documentation; loss or corruption of data; loss of profits or of contracts; remedial costs; loss of operation or staff time; costs of obtaining substitute goods or services and loss of goodwill or anticipated savings, even if it has been advised of the possibility.
- 14.3. The express warranties given in this Agreement are in lieu of all warranties, conditions, terms, representations, undertakings and obligations (express or implied) imposed by statute, common law or otherwise all of which are hereby excluded to the maximum extent permitted by law.
- 14.4. The above exclusions and limitations shall apply to the fullest extent permissible at law but neither Party excludes or limits liability for death or personal injury caused by its negligence or that of its employees or agents and for which it is responsible, or for fraud or wilful deceit.
- 14.5. The Parties hereto acknowledge that the exclusions set out above are fair and reasonable in all the circumstances and that:
- 14.5.1. This Agreement has been the subject of full and open negotiation between the Parties; and
- 14.5.2. The exclusions and limitations of liability set out above are reasonable notwithstanding that they may have the effect of protecting RISK X from losses for which it may be insured (and the Parties acknowledge that there are sound commercial reasons for so doing, such as maintaining a good insurance claims record).
- 14.6. No indemnity in this Agreement shall be effective to the extent that it has the effect of excluding or restricting liability as set out in Clause 14.4 above.
- 14.7. RISK X will maintain, throughout the term of this Agreement and for 6 years thereafter, such insurance, including professional indemnity and third-party liability insurance as is reasonably

adequate to cover potential liabilities under this Agreement. This insurance will provide a minimum limit of cover of R10 million, and RISK X shall produce evidence of such insurance cover to the Client on request.

15. CONFIDENTIALITY

- 15.1. Each Party undertakes that it will not at any time hereafter use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law, or any legal or regulatory authority (including the police), any Confidential Information concerning the business or affairs of the other Party or of any member of the group of companies to which the other Party belongs which may have or may through the course of undertaking the Services come to its knowledge.
- 15.2. The receiving Party shall only disclose Confidential Information to its employees and contractors who:
- 15.2.1. Have a need to access such Confidential Information solely for the purposes of this Agreement; and
 - 15.2.2. Have been advised of the obligations of confidentiality and are under obligations of confidentiality substantially similar to those set out in this Agreement.
- 15.3. The restrictions set out in Clause 15 shall not apply to information which:
- 15.3.1. Is, or subsequently becomes, part of the public domain, otherwise than by breach of this Agreement;
 - 15.3.2. Is shown by written record to have been known at the time of disclosure by the other; or
 - 15.3.3. Is hereafter disclosed to the Client or RISK X by a third party with the lawful right to make such disclosure.
- 15.4. The receiving Party may disclose Confidential Information pursuant to a valid order issued by a court or government agency, provided that the receiving Party provides the disclosing Party:
- 15.4.1. Prior written notice of such obligation; and
 - 15.4.2. The opportunity to oppose such disclosure or obtain a protective order.
- 15.5. The Parties shall remain bound by the provisions of this clause 15 after termination of this Agreement, however that termination is caused.

16. ESCALATION AND ADR

- 16.1. If any dispute or grievance arises between the Parties out of this Agreement, before taking any further action (such as requiring the Party in default to remedy an alleged fault within a specific time), each Party agrees that it will be discussed between a representative of each Party who is a board director or of equivalent executive authority and who has authority to settle the dispute and who has, where possible, no direct involvement in the relevant matter.
- 16.2. Should the escalation mechanism set out in clause 16.1 above fail to be effective, the Parties will attempt to settle it by mediation and unless the Parties agree otherwise, the costs of the mediation shall be borne equally by each party.
- 16.3. Nothing in this clause 16 will restrict the right that either party may have to seek injunctive relief in respect of a breach or anticipated breach of any term of this Agreement.

17. SEVERABILITY

- 17.1. If any provision of this Agreement is found by a court or other competent authority to be void or unenforceable;
- 17.1.1. That provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect; and
- 17.1.2. The Parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for that provision.

18. WHOLE AGREEMENT

- 18.1. This Agreement (including the documents and instruments referred to in it and any Statements of Work) supersedes all prior representations, arrangements, understandings and agreements between the Parties relating to its subject matter and is the entire complete and exclusive agreement and understanding between the Parties relating to its subject matter.
- 18.2. Each Party acknowledges that it has not relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in this Agreement or any Statement of Work.
- 18.3. In the event of a conflict or inconsistency between any term of this Agreement and a term in any Statement of Work agreed after the execution of this Agreement, the term of the Statement of Work will take precedence.

19. NOTICES

- 19.1. Any notice given under this Agreement shall be in writing and shall be delivered or sent by pre-paid registered post to the address of the relevant Party as set out at the head of this Agreement, or to such address within the Republic of South Africa as subsequently notified to the other Party pursuant to this clause. In the case of registered post, the notice shall be deemed to have been received 5 Business Days after it was posted.

20. RIGHTS OF THIRD PARTIES

- 20.1. Except as provided in this Agreement, any other person who is not a Party to this Agreement has no right to enforce any of the provisions of this Agreement.
- 20.2. Without prejudice to clause 20.1, where, in connection with this Agreement (or any other agreement or arrangement to be entered into by the Client in connection with this Agreement), RISK X undertakes any obligation in respect of any person, RISK X unconditionally and irrevocably acknowledges and agrees that the Client is entering into this Agreement (or any such other agreement or arrangement) and accepting the benefit of such obligations not only for itself but also as agent and trustee for such other person.

21. ANTI-BRIBERY AND CORRUPTION

- 21.1. RISK X shall implement and maintain at all times a suitable anti-bribery and corruption policy (a "Policy") which covers all aspects of the provision of the Services and shall procure that all relevant officers, employees or agents of RISK X and any other persons who are engaged to perform any part of the Services and who are "associated" with the Client, and shall at all times in the provision of the Services, comply with RISK X's anti-bribery and corruption Policy.
- 21.2. RISK X hereby warrants, represents and undertakes that it and all of its Associates have acted and will act during the term of this Agreement in compliance with all applicable anti-bribery and corruption laws and regulations in the provision of the Services.
- 21.3. RISK X shall provide the Client with all reasonable assistance to enable the Client to comply with relevant Anti-Bribery legislation including, without limitation, monitoring compliance by its associates of the Policy and informing the Client of any request by a third party for payment of a bribe in connection with the Services.
- 21.4. Any failure by RISK X to perform its obligations under, or procure compliance with, this clause 21 shall be deemed to be a material breach of this Agreement by RISK X, such breach being incapable of remedy and giving the Client the right to terminate this Agreement by written notice with immediate effect.

22. GOVERNING LAW AND JURISDICTION

- 22.1. This Agreement shall be governed by the laws of the Republic of South Africa and the Parties agree to submit to the exclusive jurisdiction of the South African Courts.

ANNEXURE 1

A General Guide to the Services to be provided under this Agreement:

1. The general duties of the Information Security Officer
2. The general duties of the Information Officer (as defined by the Protection of Personal Information Act 4 of 2013 and related guidance from the South Africa Information Regulator's Office)
3. The general duties of the Data Protection Officer (as defined by the Data Protection Act of 2018, the EU General Data Protection Regulation of 2015 and the UK Information Commissioner's Office)
4. Penetration Testing
5. Digital Forensic Investigations
6. PCI DSS and related payments security services
7. Implementation of information security best practices
8. Information Security Auditing Services
9. Information Security Advisory Services
10. Any other services described in the Statement of Work

Note: No Services will be delivered without a signed Statement of Work

ANNEXURE 2

Risk X undertakes to:

1. maintain reasonable security measures in accordance with Best Industry Practice;
2. Process client personal information only with the knowledge and authorisation of Client or when reasonably required to do to fulfil Risk X's obligations to Client;
3. treat the client personal information which it processes as Confidential Information and not disclose to any third party unless expressly authorized to do so
4. notify Client immediately, upon becoming aware of an actual or suspected security breach followed by notification which contains no less than the following information:
 - 4.1. Assisting with any investigation;
 - 4.2. Providing the Party with physical access to any facilities and operations affected.
 - 4.3. Facilitating interviews with the Recipient's employees, former employees and others involved in the matter;
 - 4.4. Making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Party; and
 - 4.5. Taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Information Breach or unlawful Personal Information processing.