**GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions ("**GTC**") govern the relationship between The Retail Workshop Proprietary Limited t/a Trade Intelligence (registration number 2010\003993\07) and its clients ("**Client**") and shall become effective upon the signature of a cost estimate by a Client. The terms recorded in this GTC shall be incorporated into the Cost Estimate by reference. In the event of a conflict between this GTC and a Cost Estimate, the Cost Estimate shall be deemed to take preference.

## 1. ENGAGEMENT AND TERM

1.1. Trade Intelligence provides commentary, profiles, information and insights (collectively, "**Information**") relating to the major retailers and wholesalers in the Territory, to the consumer goods industry, as well as provides related advisory and training services.

1.2. The Client hereby engages Trade Intelligence to provide the Services (as set out herein and indicated under a cost estimate delivered to the Client by Trade Intelligence ("**Cost Estimate**") in South Africa on the terms set out in this GTC.

## 2. THE SERVICES

2.1. Trade Intelligence shall perform the Services set out in the Cost Estimate in accordance with good industry practice in the Territory as well as with all applicable laws and regulations.

2.2. In order to facilitate the performance of the Services by Trade Intelligence, the Client shall perform the obligations as set out herein or under a Cost Estimate, if any.

## 3. INFORMATION SERVICES

If it is agreed that Trade Intelligence shall render Information Services to the Client, Trade Intelligence agrees to allow the Client (which allowance the Client accepts) to access and use the Information on the terms and conditions as set out in herein.

Users

3.1. The Client has selected the persons listed in the user access list below ("**User Access List**") as the persons who will have access and use the Information on behalf of the Client (collectively "**Users**").

3.2. Online access to reports per Client is unlimited for employees employed by the Client.

3.3. On the Commencement Date, Trade Intelligence will assign a temporary password to each User. This will enable the User to whom it is assigned to access and use Trade Intelligence's website at www.tradeintelligence.co.za ("**the Site**") and will enable Trade Intelligence to identify the User. On first login to the portal of the user, the system will prompt the user to create a new password for security reasons.

3.4. Each User ID may only be used by the User to whom it is assigned. A User may not disclose his or her User ID to any other person (including other employees of the Client) and may not allow any other person to access or use the Site using his or her User ID.

3.5. The Client must ensure that the Users take all reasonable steps to protect their User IDs from use or access by other persons and must advise Trade Intelligence of any unauthorised use of a User ID, or access to the Site, by any third party.

3.6. Any additional Users appointed by agreement with Trade Intelligence (which appointment is to be recorded in writing), will be assigned their own User IDs for access to, and use of, the Site.

3.7. The Client must ensure that the Users are aware of the provisions of this clause 3 and agree to

be bound thereby.

3.8. If any User breaches the provisions of this clause 3, Trade Intelligence shall be entitled to:

3.8.1. deny that User access to, and use of, the Site; or

3.8.2. terminate this GTC.

Risk and Warranties

3.9. This GTC applies to all Information which Trade Intelligence supplies to the Client, contained or stored in any form, including hard or electronic copy, and supplied to the Client in any way, including via the Site.

3.10. The Terms and Conditions of Use of the Site are incorporated in this GTC by reference. In the event of any conflict, the provisions of this GTC will prevail. A copy of the Terms and Conditions of Use are available from the Trade Intelligence website – link to these as per below https://www.tradeintelligence.co.za/Content/Terms-and-conditions.

3.11. The Client uses the Information at its own risk. Trade Intelligence obtains the Information from external sources and accordingly does not warrant the accuracy or completeness of such Information. Trade Intelligence will where possible, take reasonable steps to verify the accuracy of the Information before making it available to the Client and will correct any defects with respect to the information, if discovered, within a reasonable time period.

Use, Disclosure and Confidentiality

3.12. The Client may use the Information for the purposes set out in this clause 3 and may not use the Information in any other manner or for any other purpose without the prior written consent of Trade Intelligence.

3.13. The Client may only use the Information for the Client's own market research and analysis.

3.14. In respect of all Information, whether provided to the Client via the Site or otherwise, the Client may:

3.14.1. permit the Users to access the Information on the Site;

3.14.2. download and display on the User's computer screen, any Information from the Site;

3.14.3. store any downloaded Information on the User's computer hard drive for use by the Client in accordance with this GTC, provided that the Information is not saved in any other format or in any place other than on the User's computer hard drive, without the prior written consent of Trade Intelligence;

3.14.4. print the Information for use and access by the Client;

3.14.5. use all, or any part, of the Information which has been downloaded from the Site or otherwise provided to the Client, provided that:

3.14.5.1. the Client does not modify or amend that Information without the prior written consent of Trade Intelligence;

3.14.5.2. if the Client extracts and uses any part of the Information supplied, the Client acknowledges that such extract belongs to Trade Intelligence by inserting the reference "© Trade Intelligence [year when that Information was provided by Trade Intelligence]" in the document in which that extract is used; and

3.14.5.3. otherwise use any Information downloaded from the Site in accordance with the Terms and Conditions of Use of the Site, to the extent that such Terms and Conditions of Use do not conflict with the provisions of this GTC.

3.15. The Client may not, and must ensure that the Users do not:

3.15.1. upload the Information into any shared computer system, the internet, any intranet or other network which is accessible by any persons other than the Users, or create a database of the Information which is accessible to any persons other than the Users; unless otherwise agreed in writing; or

3.15.2. use the Trade Intelligence logos or trademarks other than in accordance with this GTC.

3.15.3. The Information is not freely available to the public and is confidential to Trade Intelligence. The Client must keep all Information, including any User IDs, strictly confidential, secure and protected from use, disclosure or access which is not permitted by this GTC.

3.15.4. The Client must, on written request from Trade Intelligence, within 5 days of the date of that request:

3.15.5. return to Trade Intelligence all Information, in whatever form it was provided to the Client, together with all copies thereof; or

3.15.6. if requested by Trade Intelligence, destroy the Information and all copies thereof and provide Trade Intelligence with a certificate signed by the Client confirming such destruction, insofar as is commercially reasonable.

3.15.7. If the Client is ever legally compelled to disclose any of the Information to any third party, the Client must immediately notify Trade Intelligence of the compulsion and must fully co-operate with Trade Intelligence in contesting, or otherwise dealing with, the compulsion.

3.16. All data provided by Trade Intelligence to the Client shall be valid for a period of 12 months from the date on which Trade Intelligence issues the data to the Client and the Client shall be responsible for requesting updates to such data from Trade Intelligence as and when necessary.

## 4. **BESPOKE AND ADVISORY SERVICES**

If Trade Intelligence agrees to render bespoke and advisory services to the Client, Trade Intelligence agrees to provide bespoke and/or advisory services on the terms and conditions as set out herein.

Payment

4.1. Payment terms for all advisory projects (“Project”) are as follows:

4.1.1. 60% of the fees upon acceptance by the Client of a Project proposal (“Proposal”) in writing; and

4.1.2. 40% upon delivery of the Project’s advisory report.

Timelines

4.2. Trade Intelligence endeavours to meet all due dates as specified in the Proposal. However, the Client recognises that these are estimated dates as determined during the Proposal phase and may during the course of the Project change due to internal or external factors which may be outside of Trade Intelligence’s control. Trade Intelligence endeavours to keep the Client informed on the progress of the Project and provide guidance in relation to any adjustment to Project timelines.

Revisions and Project Amendments

4.3. Any changes to the Project must be approved in writing by both Parties. Trade Intelligence will

provide a revised estimate of costs and timeframes for any changes, detailing the following:

4.3.1. a clear and detailed description of the changes requested by the Client, including but not limited to additions, modifications, or deletions to the original Project;

4.3.2. an assessment of how the requested changes will affect the existing deliverables, including any new deliverables that will be required as a result of the changes;

4.3.3. an updated timeline that reflects the new deadlines and milestones, considering the time required to implement the changes. This includes adjustments to any previously agreed-upon schedules to accommodate the additional work;

4.3.4. a detailed cost estimate that includes any additional charges associated with the requested changes. This will cover extra labour, materials, and other expenses incurred as a result of the modifications to the scope of work; and

4.3.5. the Client must review and approve the revised estimate and timeline in writing before IMA proceeds with the implementation of the changes. The approval can be provided via email, a signed document, or any other mutually agreed-upon method.

Cancellation

4.4. In the event of the Client cancelling the Project before its completion, the Client shall be liable to pay all fees and costs associated with work already completed up until and including said date of cancellation. Cancellation must be given in writing by the Client to Trade Intelligence as soon as possible after the Client becomes aware of its requirement to cancel the Project.

## 5. INTERACTIVE INSIGHT AND CAPABILITY BUILDING SERVICES

If Trade Intelligence agrees to render Interactive Insight and Capability Building Services to the Client, Trade Intelligence agrees to provide interactive insight and capability services on the terms and conditions as set out herein.

Securing Presentations and Workshops

5.1. For all presentations, the Client is required to accept a Cost Estimate by no later than four (4) weeks prior to the scheduled presentation date.

5.2. For all workshops, the Client must remit sixty percent (60%) of the total fee no later than two (2) weeks before the event date and the remaining forty percent (40%) on completion.

Attendance Requirements

5.3. The Client shall ensure that all designated attendees are present for the entirety of the presentation and workshop.

5.4. Client must ensure travel bookings for delegates from other regions are arranged to enable full attendance according to presentation and workshop timings. (e.g. full day workshop 8:30-16:30)

Cancellation Policy

5.5. Should the Client cancel a workshop or presentation within thirty (30) days of the scheduled event date, the Client will be liable for thirty percent (30%) of the total fee.

Date Changes

5.6. Any requests for changes to the scheduled presentation date must be made no later than two (2) weeks prior to the planned date. All alternative date options are subject to the availability of both Trade Intelligence and the assigned facilitator.

No-Show Policy

5.7. In the event that any attendees booked by the Client fail to attend the workshop or presentation, the Client remains responsible for the full charge as confirmed during the booking.

Delegate Numbers and Related Surcharges

5.8. The minimum group size for capability-building workshops is twelve (12) delegates, with fees calculated on a per-participant rate ("PP Rate").

5.9. Should the Client request a group size smaller than twelve (12) delegates, the minimum fee will be charged based on the PP Rate for ten (10) delegates, plus a surcharge of six thousand rand (R6000).

5.10. 6.3 Requests for additional attendees beyond the maximum group size of twelve (12) will be assessed and managed on a case-by-case basis.

Travel Costs

5.11. Where facilitators are required to travel to conduct presentations or workshops at the Client's location, travel fees shall be payable by the Client and the amounts thereof communicated to the Client in writing.

Venue and Catering Responsibilities

5.12. The Client shall be responsible for arranging all venue and catering requirements, including facilitators, for all presentations and workshops.

5.13. Should the Client request Trade Intelligence to organise the venue and catering, an additional fee per participant will apply for full-day workshops.

6. **REMUNERATION AND PAYMENT TERMS**

6.1. In consideration for the Services, the Client shall pay to Trade Intelligence the fees and other amounts provided for in the Cost Estimate ("**Fees**").

6.2. In addition, the Client shall reimburse Trade Intelligence for any expenses incurred by Trade Intelligence in performing the Services that are not included in the agreed Fees, provided that such additional expenses were approved by the Client in advance.

6.3. Upon receipt of a signed Cost Estimate from the Client, Trade Intelligence shall submit a valid invoice to the Client for the Fees (and any other amounts provided for in this GTC) as payable by the Client. Unless otherwise stipulated in this GTC, all invoices shall be paid by the Client within 30 days from date of invoice in full without any deferment, deduction or set-off whatsoever, and free of bank charges, into such bank account as may be notified by Trade Intelligence to the Client in writing.

6.4. The Client shall be liable to pay any sales, usage or value added taxes as may be applicable by law on the remuneration payable in terms of this clause 7.

6.5. If the Client fails to pay Trade Intelligence any amount owing to Trade Intelligence in terms of this GTC on the due date for payment therefor:-

6.5.1. interest (at the maximum rate chargeable by law, or at the prime interest rate charged by Trade Intelligence's bankers, whichever is the higher) on the outstanding amount shall accrue thereon for so long as the amount in question remains outstanding; and/or

6.5.2. if the Client fails to pay any amount owing to Trade Intelligence under this GTC despite written notice calling upon it to do so within a period of 5 Business Days, Trade Intelligence shall be entitled to suspend the whole or any portion of the Services for so long as the

Client is in breach of its payment obligations. Notwithstanding any such suspension or termination, the Client shall remain liable to pay all amounts payable under this GTC arising prior to suspension. Trade Intelligence shall not be liable to the Client, and the Client shall indemnify and hold Trade Intelligence harmless against any losses, costs or damages suffered by the Client whatsoever as a result of such suspension of the Services.

7. **TERMINATION AND ITS CONSEQUENCES**

7.1. A Party may not terminate the Services except in accordance with this GTC.

7.2. Either Party will be able to terminate a Cost Estimate without penalty by giving written notice to the other Party for no less than the required notice period stipulated under a Cost Estimate. If no notice period is indicated under a Cost Estimate, then such Party shall be entitled to terminate this contract as foresaid upon 30 days' written notice.

7.3. If any Party commits a material breach of a material term of this GTC and fails to remedy such breach within 10 Business Days of the date of receipt of written notice requiring it to do so, then the aggrieved Party shall be entitled without notice, in addition to any other remedy available to it at law or under this GTC to terminate this this GTC.

7.4. If a Party takes steps to place itself, or is placed in, any form of insolvency or winding up proceedings, or ceases trading or conducting business in the ordinary course then the other Party to this GTC may terminate this GTC (and all active Cost Estimates) by sending written notice.

8. **NON-SOLICITATION**

Each Party undertakes that for the duration of this GTC and for a period of 12 months after the date of termination of this GTC, it shall not directly or indirectly, whether for itself or for the benefit of any other persons, employ, solicit or entice away from the other Party any employee or officer of the other Party that performed any services or activities as contemplated under this GTC. In the event that a Party breaches the provisions of this clause 9, the breaching Party shall be liable to pay the other Party an amount equal to 6 times the monthly total cost to company of the employee to the original employing Party as at the date such employment ceases. This amount shall be payable within 7 days of demand.

9. **INDEMNITY AND LIABILITY**

9.1. The Client hereby indemnifies Trade Intelligence against and holds it harmless from any and all costs, damages, claims and all other liabilities of whatsoever nature, which may be brought or instituted against Trade Intelligence by any third party in respect of, or connected with, any use of any Information supplied to the Client under this GTC.

9.2. Despite any other provision of this GTC to the contrary, Trade Intelligence shall not be liable any claim, of any nature for damages of any nature suffered by the Client and arising out of, or in connection with, this GTC or any Information supplied to the Client by Trade Intelligence.

9.3. Trade Intelligence's aggregate liability under this GTC, in respect of any one or more claims of whatsoever nature shall not exceed the total fees paid by the Client to Trade Intelligence under the specific Cost Estimate giving rise to the claim. Liability under one Cost Estimate shall not accumulate or be combined with liability under any other Cost Estimate, and each Cost Estimate shall be treated as a separate and independent transaction for the purposes of liability limitation.

9.4. Save as is expressly provided to the contrary in this GTC, neither Party shall in any circumstances have any liability to the other Party (or any third Party) for any losses, costs, claims or damages whatsoever, whether the same arise in contract, tort (including negligence) or otherwise, which fall within any of the following categories:

9.4.1. loss of revenue, profits, goodwill, anticipated savings or of business opportunity;

9.4.2. loss or corruption of data; or

9.4.3. indirect, consequential or special loss or damage (even if that Party was aware of the circumstances in which any special damage could arise).

10. **FORCE MAJEURE**

10.1. Neither Party shall be in breach of this GTC, nor liable for delay in performing or failure to perform, any of its obligations under this GTC, if such delay or failure results from a Force Majeure Event. In such circumstances, the obligations affected by the Force Majeure Event will be suspended during the period that the event subsists. The Party suffering the Force Majeure Event must give written notice of this fact to the other Party as soon as reasonably practicable after the event commences, and then again after the event comes to an end.

10.2. If the period of delay or non-performance continues for more than 60 calendar days and there is no reasonable prospect of the end of the Force Majeure within a reasonable period, the other Party shall be entitled to terminate this GTC on written notice to the Party experiencing the Force Majeure Event.

10.3. "**Force Majeure Event**" means any circumstances not within a Party's reasonable control and shall include but not be limited to acts or omissions of any government, government agency, provincial or local authority (or similar), any laws or regulations, civil strife, riots, insurrection, sabotage, acts of war or public enemy, strikes and/or other labour action, interruption of transport, lockouts, flood, storm, fire, natural disaster, pandemic or epidemic or any other genuine circumstances beyond a Party's reasonable control.

11. **CONFIDENTIAL INFORMATION**

11.1. This GTC and its contents are confidential. Each Party will treat all Confidential Information relating to this GTC, and the other Party, as confidential and will utilise and/or disclose such information only for the purpose of carrying out its obligations hereunder.

11.2. The term "**Confidential Information**" shall mean (but not be limited to) any financial or commercial information, methodologies, processes, trade-secrets, business plans, intellectual property, software, product formulae, product specifications, recipes, production or other know-how, any technical information of a confidential nature, Outlet or supplier lists and profiles, marketing strategies, sales fundamentals, sales results, special sales methods and pricing, advertising schedules/plans and business plans (including new product launches) of whatsoever nature developed by a Party in relation to the provision of the Services.

11.3. No Party may directly or indirectly make any announcement or disclosure relating to this GTC or any Confidential Information unless:

11.3.1. required by applicable law or the rules of any recognised investment exchange;

11.3.2. the Confidential Information is in the public domain, other than through a breach of this clause 12; or

11.3.3. the Party to which the Confidential Information relates has consented to the announcement or disclosure.

11.4. Nothing in this GTC shall prevent the disclosure of the Confidential Information to the professional advisers, auditors or bankers of the disclosing Party, provided that the recipient first agrees not to disclose the information.

11.5. If reasonably necessary for purposes of carrying out its obligations under this GTC, Trade Intelligence shall be entitled to share the Client's Confidential Information with its holding, subsidiary and affiliate companies provided that these entities shall be obliged to adhere to obligations of confidentiality no less onerous than those contained herein.

11.6. Notwithstanding anything to the contrary in this clause 12, in order to publicise or promote its

services to existing and prospective customers, Trade Intelligence is hereby granted the right to use the Client's name as a reference and may disclose that it has performed services for the Client. In this regard only the general nature or category of the services performed shall be used, as well any details which may be in the public domain.

11.7. On termination of this GTC and upon request, the Parties shall, insofar as commercially practicable, return all Confidential Information to the other Party, alternatively destroy same at the disclosing Party's election, and shall certify in writing that they have done so. However, each Party shall be permitted to retain a copy of the Confidential Information as required by law or its internal record-keeping policies (including information technology system back-ups in the normal course).

12. **INTELLECTUAL PROPERTY**

12.1. All intellectual property (including, but not limited to, all registered or unregistered trademarks, trade names, service marks, copyright, design rights, patent rights, trade secrets and other proprietary information) belonging to a Party prior to the date of this GTC, or which vest in a Party independently of this GTC and/or the Services at any time, shall remain vested in that Party.

12.2. Notwithstanding clause 12.1 above, insofar as it may be necessary in order for Trade Intelligence to carry out the Services under this GTC, the Client hereby grants to Trade Intelligence, a limited, royalty-free, and non-transferable right to use the Client's relevant trademarks or trade names within the Territory.

13. **USE AND OWNERSHIP**

Unless otherwise stipulated, Trade Intelligence owns all the Information, and all rights in and to the Information which it supplies to the Client. Except as specifically provided for in this GTC, the Client will not acquire any rights in or to the Information as a result of the Client's use of, or payment for the supply of, such Information.

14. **USE OF RESEARCH FINDINGS**

14.1. Original copyright or other intellectual property rights in the research findings ("**Research Findings**") shall, subject to the restrictions set out in this GTC, be owned by the Client. Notwithstanding the foregoing, no proprietary or other rights to the Research Findings shall pass to the Client until the receipt by Trade intelligence of payment in full of fees due in respect of the Research.

14.2. 25. The use of the Research Findings by the Client is limited as follows:

14.2.1. If Client or its agents wish to publish the Research Findings in the public domain including, without limitation, in advertising, marketing or promotional materials, press releases or press conferences, it must come to a written agreement with Trade Intelligence on the form and content of the disclosure.

14.2.2. The Research Findings shall not be used or presented in a misleading or illegal manner, or in any manner which would adversely impact upon the reputation or goodwill of Trade Intelligence, and Trade Intelligence reserves the right to publish a correction in the event of such use or presentation.

15. **PROTECTION OF PERSONAL INFORMATION**

Each Party shall comply with any data protection legislation that may apply in relation to any personal data/information (as may be defined in the applicable legislation) processed, used or otherwise shared by the Parties in connection with this GTC.

16. **ANTI-BRIBERY AND ANTI-CORRUPTION**

Each Party agrees and undertakes that it will comply with, and will take reasonable measures to ensure that its employees, directors, subcontractors and other service providers, agents, officials or other third Parties subject to its control or determining influence, will comply with, all applicable anti-bribery and corruption and anti-money laundering laws, rules or regulations as well as other applicable laws. Each Party shall immediately report to the other any request or demand received which could amount to a breach of these obligations.

17. **DISPUTE RESOLUTION**

17.1. Any dispute arising between the Parties shall be referred for resolution in the first instance to Trade Intelligence's Client Executive, and the Client's General Manager. To the extent that they are unable to resolve the dispute within 10 Business Days from the date it was referred, it may be escalated by either Party for resolution to their respective Chief Executive Officers (or equivalent). To the extent that the dispute remains unresolved for a further period of 10 Business Days (or longer period, if agreed in writing by the Parties) it may then be referred by either Party to arbitration in terms of clause 18.3 below.

17.2. Should a dispute arise between the Parties over the determination of any amount to which Trade Intelligence is entitled under clause 7, which the Parties are unable to resolve in accordance with clause 18.1, either Party shall be entitled to refer the dispute for determination to an independent practicing chartered accountant of at least ten years standing, agreed upon between the Parties (or failing agreement, appointed at the request of either Party by the President of the relevant Institute of Chartered Accountants in the Territory, or any successor body). The independent chartered accountant shall act as an expert and not as arbitrator and he shall determine the liability of the Parties for his costs which shall be paid accordingly. His determination shall be final and binding on the Parties to the dispute, save to the extent of any manifest error or omission.

17.3. A dispute which cannot be resolved in terms of clauses 18.1 or 18.2 above (as applicable) shall be submitted to and decided by arbitration in accordance with applicable law in the Territory. The arbitration shall be conducted in the English language, and on an expedited basis. Subject to clause 18.5, all information concerning the arbitration proceedings, all evidence led or presented thereat, as well as the arbitrator's award, shall be kept confidential.

17.4. There shall be one arbitrator who shall be a suitably qualified person with no less than 10 years' relevant experience in the field of knowledge concerning the dispute. The nomination of the arbitrator shall be agreed upon between the Parties in writing or, failing agreement by the Parties within 5 Business Days after the arbitration has been demanded, at the request of either of the Parties shall be nominated by the Chairman for the time being of an appropriate arbitration forum in the Territory agreed between the Parties who, in making the nomination, shall have regard to the nature of the dispute. Upon the nomination being made, the Parties shall forthwith appoint such person as the arbitrator.

17.5. The arbitrator's award must be in writing (including an appropriate order as to the costs) and fully supported by reasons. Either Party may have the award made an order of a court of competent jurisdiction and may enforce such order. Subject to manifest error, the arbitrator's decision shall not be subject to appeal unless expressly agreed in writing between the Parties to the arbitration.

17.6. Nothing contained in this GTC shall prevent either Party from applying to a court for an urgent or interdictory relief. And Trade Intelligence shall be entitled to pursue an order for payment of any amount payable under this GTC in a court of competent jurisdiction.

17.7. The Parties will continue to perform their respective obligations under this GTC pending the resolution of a dispute, it being agreed that neither Party will be entitled to terminate this GTC based on the disputed issues until the dispute is finally resolved.

18. **NOTICES**

18.1. Notices under this GTC must be in writing and signed by or for the Party giving it. Notices may be served by personal delivery or email at that Party's addresses identified on the Cost Estimate. All formal and/or legal notices sent to Trade Intelligence must be copied to generalcounsel@smollan.com.

18.2. Any notice shall be deemed to have been received upon signature of a delivery receipt if delivered by hand, or, if sent by e-mail, at 9.00 am on the next Business Day after transmission.

19. **MISCELLANEOUS**

19.1. Each Party warrants to the other Party that it has power, authority and legal right to sign and perform the GTC, and that the GTC constitutes valid and binding obligations on it in accordance with its terms.

19.2. This GTC does not make either of the Parties an agent or legal representative of the other for any purposes. The Parties record that all relationships established between them in terms of this GTC are those of independent contractors.

19.3. Neither Party shall be entitled to cede, transfer, assign or otherwise make over all or any of its rights and/or obligations in terms of this GTC, to any third Party, without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. However, Trade Intelligence shall be entitled to subcontract certain obligations to its affiliate entities (but it shall remain responsible to the Client for performance of these obligations).

19.4. This GTC constitutes the whole agreement between the Parties as to the subject matter hereof and no agreement, representations or warranties between the Parties other than those set out in this GTC are binding on the Parties unless reduced to writing and signed by their duly authorised representatives.

19.5. No addition to or variation, consensual cancellation or novation of the GTC and no waiver of any right arising from the GTC or its breach or termination shall be of any force or effect unless reduced to writing and signed by both Parties or their duly authorised representatives.

19.6. No latitude, extension of time or other indulgence which may be given or allowed by any one Party to the other Party shall under any circumstances be construed to operate as a waiver or a novation of, or otherwise affect any of that Party's rights arising from the GTC or estop such Party from enforcing, at any time and without notice, strict and punctual compliance with each provision or term hereof.

19.7. If any provision of this GTC is held to be void, invalid, illegal and/or unenforceable by a court of competent jurisdiction or an arbitrator or by an express provision in any legislation, it shall be severed from the balance of this GTC, and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby, and shall remain of full force and effect and binding on the Parties.

19.8. This GTC and its interpretation, construction and termination shall be governed by and construed in accordance with the laws of the Territory.

19.9. This GTC may be signed in more than one counterpart, all of which taken together shall constitute one and the same agreement. Any Party may enter into this GTC by signing any such counter-part.

19.10. Each Party shall pay its own costs of and incidental to the negotiation and preparation of this GTC (including all prior drafts and consultations).

20. **INTERPRETATION**

The following rules of interpretation apply in this GTC:

20.1. unless the context otherwise requires:

20.1.1. "**Business Day**" means any day other than a Saturday, Sunday or public holiday in the Territory, and a **day** is any calendar day (including Saturdays, Sundays and holidays);

20.1.2. words denoting the singular shall include the plural and vice versa, words denoting one gender shall include the other genders and words denoting persons shall include firms and corporations and vice versa;

20.1.3. a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; and

20.1.4. any words following the terms **include, including, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

20.2. the Schedules form part of this GTC and shall have effect as if set out in full in the body of this GTC and any reference to this GTC includes the Schedules.

20.3. reference to day/s, month/s or year/s shall be construed as Gregorian calendar day/s, month/s or year/s.

20.4. the expiration or termination of this GTC shall not affect such of the provisions of this GTC which expressly provide that they shall operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination; and

20.5. the rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply.