

Service Level Agreement
Entered Into By And Between

Magaba Panelshop (pty) Ltd
(hereafter referred to as "The Supplier")
Registration No: 2024/220136/07
VAT Registration No.:

AND

Clarendon Transport Underwriting Managers PTY LTD
(hereafter referred to as "The Company")
Registration No.: 88/04921/07
Vat Registration No.: 4450117405

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1 INTERPRETATION

- 1.1 This Agreement shall include this Agreement and all annexures to this Agreement.
- 1.2 Headings are for convenience and are not to be used in its interpretation; unless the context indicates a contrary intention, an expression which denotes any gender includes the other gender; a natural person includes a juristic person and vice versa; and the singular includes the plural and vice versa.
- 1.3 In the event that any definition in this Agreement contains substantive provisions, then such provisions shall be given effect to as if same were incorporated into the main body of the Agreement.
- 1.4 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day is not a Business Day, in which case, the last day shall be the next succeeding Business Day.
- 1.5 Where any term is defined in the context of any particular clause, the term so defined shall have the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that it has not been defined in the Definitions, unless it is clear from the clause in question that the term has limited application to the relevant clause only.
- 1.6 Words and/or expressions defined in this Agreement shall bear the same meanings in the annexures to this Agreement.
- 1.7 This Agreement shall be construed and interpreted in terms of the laws of RSA.
- 1.8 In the event that the Day for payment of any amount due in terms of this Agreement should fall on a Day which is not a Business Day, then the relevant date for payment shall be the following Business Day.
- 1.9 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.10 The use of the word “including” followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it and ejusdem generis rule shall not be applied in the interpretation of such general wording or such specific example or examples.
- 1.11 The rule of construction that, in the event of ambiguity, the contract shall be interpreted against the Party responsible for the drafting or preparation of the Agreement, shall not apply.
- 1.12 Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement will survive any termination or expiration of this Agreement and continue in full force and effect notwithstanding that the clauses themselves do not expressly provide for this.
- 1.13 Reference in this agreement to the Parties shall include their respective heirs, successors in title and personal representatives.

2 DEFINITIONS

- 2.1 Additional – means any costs for, including but not limited to, additional parts or labour, outside of the original written amount authorised by The Company in the Authorisation to Repair, which The Supplier requests after the Repair has already started.
- 2.2 Agreement – means this document signed by The Supplier and The Company and all annexures attached to this document which should be read as if specifically incorporated herein.
- 2.3 Assess/Assessment – means the physical inspection and photographing of, quote estimation and recordal of findings on, an accident damaged vehicle for the purposes of determining the extent of the work required to repair the vehicle, and the concomitant costs thereof.
- 2.4 Assessor – means an authorised motor assessor contracted or employed by The Company.
- 2.5 Authorisation Date – means the date on which The Company forwards an Authorisation to Repair to The Supplier
- 2.6 Authorisation for Additional – means a written document forwarded by The Company to The Supplier and the Assessor authorising the Additional requested by The Supplier.
- 2.7 Authorisation to Repair – means a written document, on The Company’s stationary, forwarded by The Company to The Supplier authorising The Supplier to proceed with the Repairs as agreed to in accordance with The Assessor’s Assessment of the vehicle.
- 2.8 BBBEE – means Broad Based Black Economic Empowerment, as defined by the Broad-Based Black Economic Empowerment Act 53 of 2003
- 2.9 Broker/Intermediary – means an agent for the Policyholder, who introduces the Policyholder to The Company and manages the Policyholder’s insurance on behalf of the Policyholder.
- 2.10 Business Day – means any day which is not a Saturday, Sunday or official public holiday in RSA in accordance with the Public Holidays

Act, 1994.

- 2.11 Claim – means a claim instituted by the Policyholder, against the benefits contained in the Policyholder’s policy of insurance.
- 2.12 Claims Division – means a division of The Company specifically authorised to deal with Claims submitted by the Policyholder.
- 2.13 Company – means Clarendon Transport Underwriting (PTY) Ltd, a private Company duly registered in terms of The Company Laws of RSA, with registration number 88/04921/07 and trading as a registered Short Term Insurance Underwriting Manager.
- 2.14 Confidential Information – means any information or any other data of whatsoever nature or kind which The Company may disclose to The Supplier, relevant to The Company’s business and/or the performance of The Company’s functions and obligations in terms of this agreement, pertaining in any way to The Company’s business affairs, whether written, graphic or oral, including, but not limited to:
 - 2.14.1 Information marked as confidential;
 - 2.14.2 Technical information / data, product development data, research data, know-how, procedures, inventions and ideas, trade secrets, formulations, combinations, statistics, processes, systems, pricing structures, client name and contact details, identification and Personal Information, client vehicle details, quoting criteria, policy wording, policy schedules, business methods and techniques used in the conduct of its business and in the development of its products, profiles, designs;
 - 2.14.3 Details and particulars in regards to any of The Company’s Suppliers, customers, business associates or partners, whether actual or potential;
 - 2.14.4 Information relating to The Company’s business activities, business relationships and services;
 - 2.14.5 Management costs, costs pertaining to claims, costs and prices pertaining to the sourcing and supply of vehicle parts and/or glass;
 - 2.14.6 Any other information which relates to the business of The Company which is not readily available in the normal course of business to The Company’s competitors and which may come to the knowledge of The Supplier, whether graphic, written or oral;
 - 2.14.7 Personal information, as defined in Section 1 of the Electronic Communications and Transactions Act 25 of 2002, as amended from time to time, of the Policyholder over which data The Supplier may have temporary supervision.
- 2.15 Days – means business days.
- 2.16 Defaulting Party – means the Party who has breached any of their obligations under this Agreement.
- 2.17 Digital Assessment – means a visual inspection of photographs of, and recordal of findings on, an accident damaged vehicle for the purposes of determining the extent of the work required to repair the vehicle, and the concomitant costs thereof.
- 2.18 Domicilium – means domicilium citandi et executandi.
- 2.19 Effective Date – means the Signature Date.
- 2.20 Excess – means the first amount payable in terms of The Policyholder’s short term insurance contract concluded with The Company, when a claim is submitted by The Policyholder;
- 2.21 Final Costing – means a final cost of all parts, paint and labour, which should include proof of all purchases made with regards to the specific repair;
- 2.22 Marmic – means Marmic Auto Holdings.
- 2.23 Month - means a calendar month
- 2.24 Notice of Breach – means a written notice sent by a Party to the Defaulting Party, notifying them that the Defaulting Party has breached their obligations under this Agreement.
- 2.25 Party – means The Supplier; or the company; as the case may be, and Parties will have a corresponding meaning including both Parties.
- 2.26 Performance Notice – means a written notice sent by The Company to The Supplier notifying The Supplier that The Suppliers Services have been suspended; the areas of concern which gave rise to the suspension, as well as steps which The Supplier needs to take to remedy the situation;
- 2.27 Policyholder – means a natural or juristic person who has a short term insurance policy with The Company, and is entitled to the benefits contained therein.
- 2.28 Poor Workmanship – means workmanship that is not of a satisfactory standard and includes, but is not limited to, paint colour differences; paint runs; paint oversprays; orange peel effect in paintwork; excessive gaps between body panels, and misalignment of

body parts.

- 2.29 Post Repair Audit – means an audit carried out after a Policyholder’s vehicle has already been repaired to determine if the repair work was carried out correctly and to a satisfactory standard.
- 2.30 Quote – means an estimation produced by a The Supplier estimating the costs of repairing an accident damaged vehicle belonging to the Policyholder.
- 2.31 Release Document – means a written document signed by The Policyholder or The Policyholder’s duly authorised agent, when collecting their vehicle from The Supplier, allowing The Supplier to release the vehicle to The Policyholder or The Policyholder’s duly authorised agent;
- 2.32 Repair – means the repair of a vehicle to the standards required by the Company and in terms of the procedures outlined in Annexure A.
- 2.33 Repair Time – means the time it takes to repair the Policyholder’s accident damaged vehicle.
- 2.34 Request for Additional – means the written document forwarded by The Supplier to The Company and the Assessor, requesting Additional not listed on the agreed Quote or Authorisation to Repair, and may only include Unseen Damages
- 2.35 Resultant Damages – means those damages that occurred as a direct result of the current accident, and which are consistent with the type of damages which could reasonably be expected to result from the type of accident described in description of the accident.
- 2.36 Risk Carrier – means The Hollard Insurance Company Limited, a company duly registered in terms of The Company Laws of RSA, with registration number 1952/003004/06, and VAT number 4450117405.
- 2.37 RSA – means the Republic of South Africa.
- 2.38 SARS – means the South African Revenue Service.
- 2.39 Salvage – means a vehicle that has been declared uneconomical to repair.
- 2.40 Service – the service to be rendered by The Supplier for and on behalf of The Company or its Policyholders, as the case may be, in terms of this Agreement.
- 2.41 Short Term Insurance Act – means the Short Term Insurance Act of 1988, as amended.
- 2.42 Short Term Insurance Underwriting Manager – shall mean a company which acts as an agent of an insurance company and which is authorised to underwrite and issue short term insurance policies under an insurance company’s insurance license.
- 2.43 Signature Date – means the date upon which this Agreement is signed by the last Party to this agreement.
- 2.44 SPM and/or GT Motive – means the web based system used by the Company for the appointment of the Supplier and the recordal, by the Supplier, of all details pertaining to the Assessment
- 2.45 Subcontracting – means outsourcing all or any of the Services which The Supplier has been contracted by The Company to perform;
- 2.46 Sub-contractor – means a natural or juristic person appointed by The Supplier to perform the Service on The Supplier’s behalf.
- 2.47 Supplier – means the Party, defined as The Supplier, in the description of the Parties above;
- 2.48 Unrelated damages – means damages that did not occur as a result of the current accident.
- 2.49 Unseen Damages – means damages not visible at the time of the Assessment, and which could not reasonably have been foreseen by The Supplier, exercising due skill, which only became visible once the vehicle had been stripped.
- 2.50 VAT – means Value Added Tax levied by SARS in accordance with the Value-Added Tax Act, Act no. 89 of 1991, as amended from time to time.
- 2.51 WIP – means work in progress and refers to the Service, performed by The Supplier, which is currently in process and has not yet been completed.
- 2.52 Working hours – means 08:15 and 16:30 on Business Days.

3 PERIOD OF AGREEMENT

3.1 EFFECTIVE DATE

- 3.1.1 This Agreement will be effective from the Signature Date and will continue until 2024/12/31, unless otherwise terminated or cancelled as envisaged in clause 5.

3.2 REVIEW AND RENEWAL OPTIONS

- 3.2.1 This Agreement and/or rates may be reviewed by The Company, commencing 3 (three) months from the Effective Date or in terms of clause 4 and 5 below.

4 PERFORMANCE MANAGEMENT

- 4.1 The Company reserves the right to monitor and measure The Supplier's performance of the Services, including the Services which it might sub-contract to Sub-contractors.
- 4.2 The measurement, referred to in clause 4.1 above, will be based on, but not be limited to, customer service, turnaround times in performing the Service, and the quality of the Service rendered.
- 4.3 Where The Supplier scores below a score which The Company, in its sole discretion, has determined as acceptable, The Company may immediately suspend the Services of The Supplier for a period of 30 (thirty) days and issue a Performance Notice.
- 4.4 The Supplier will have 5 (five) days to respond, in writing, setting out the reasons why they should not be suspended as well as the steps taken to rectify the areas of concern raised by The Company in the Performance Notice.
- 4.5 The Company may, at its own discretion, choose to extend the suspension or issue a Notice of Breach if it feels that the areas of concern have not been adequately addressed. The Supplier will be notified in writing if the period of suspension is extended.

5 TERMINATION

- 5.1 Notwithstanding clause 3.1, this Agreement may be terminated by either Party, at any time, giving 30 (thirty) days written notice of its intention to terminate this Agreement. Neither Party will be required to provide reasons for voluntary termination.
- 5.2 In the event of the Defaulting Party breaching any of its obligations under this agreement and failing to remedy such breach within 14 (fourteen) Days of receiving written notice from the other Party requiring it to do so, the other Party shall be entitled, without prejudice to any other rights or remedies it may have in law, to terminate this Agreement forthwith and claim any damages which it may have suffered arising out of such breach.
- 5.3 This Agreement will be cancelled immediately, by way of written notice to The Supplier, in the event where:
 - 5.3.1 The Supplier does not allow The Company to conduct an audit or does not comply with The Company's auditing requirements stated in clause 11.
 - 5.3.2 The Supplier does not have the requisite insurances and/or securities in place as envisaged in this Agreement and with sufficient cover in terms of such insurances.
 - 5.3.3 The Supplier is voluntarily or compulsory placed in liquidation, whether provisionally or finally, or is placed under judicial management.
 - 5.3.4 The Supplier has effected or offered a general compromise with its creditors or with any class of creditors, or makes any assignment for the benefit of creditors or does anything which would amount to an act of insolvency as defined in Section 8(a) of the Insolvency Act 24 of 1936, as amended.
 - 5.3.5 The Supplier suffers a judgement to be granted against it in any court of law and fails to cause such judgement to be satisfied, rescinded or appealed against within 20 (twenty) Days after the date granted or entry thereof.
 - 5.3.6 The Supplier merges, amalgamates with, and/or is acquired by or taken over by any individual corporation or other business entity, unless previously agreed to by The Company in writing.
 - 5.3.7 The Supplier has any license to conduct business suspended, removed or endorsed by any authority.
 - 5.3.8 The Supplier is guilty of and/or is convicted of a criminal charge which in The Company's sole and absolute discretion renders The Supplier incompetent or unsuitable to perform the Service stipulated in this Agreement; or has any director or personnel member which represents The Supplier's business in an official and/or specialised capacity, guilty of and/or is convicted of a criminal charge which in The Company's sole and absolute discretion renders the personnel member and/or director incompetent or unsuitable to perform the Service stipulated in this Agreement.

- 5.3.9 The Supplier has a negative credit history with a registered credit bureau.
- 5.3.10 The Supplier and/or any affiliated members or companies, or anyone in The Supplier's employ gives or offers to give any benefit of any kind, including but not limited to, money; a gift; an incentive; a loan, or favour, to an employee or appointed official of The Company, or any of their family members.
- 5.3.11 The Supplier engages in or is party to any act of price, assessment or quote fixing.
- 5.4 The Supplier warrants that as at the Effective Date none of the circumstances referred to in clause 5.3.1.1 to 5.3.1.9 are in force or pending against it or any of its directors.

6 ETHICAL STANDARDS

- 6.1 The Supplier consents and agrees that The Company may conduct background checks which include:
- 6.1.1 Performing regular credit searches on The Supplier's record with any registered credit bureaus during the course of this Agreement.
- 6.1.2 Evaluating the criminal history or record, previous convictions and any other relevant information of The Supplier with the Criminal Record Bureau.
- 6.2 The Supplier shall ensure that all directors and parties with a financial interest in The Supplier's business have not been found guilty of and/or convicted of any criminal charge; or have any adverse financial records such as judgements and/or bad debts recorded against their names.
- 6.3 Both Parties undertake to operate in an open, honest and transparent manner and to adhere to the highest ethical standards of business practice.
- 6.4 The Supplier undertakes to uphold The Company's good name, goodwill, image, brand and/or reputation in all its dealings with The Company's Brokers/Intermediaries, appointed officials, Policyholders, other suppliers and the general public, as the case may be. In this regard, The Supplier will refrain from making any harmful, slanderous and/or defamatory comments in relation to The Company, its employees, appointed officials and other service providers. It being understood that The Company will consider any harmful, slanderous and/or defamatory comments and the like as a breach of this agreement and accordingly The Company reserves its rights to cancel this Agreement and/or to claim any damages that it may have suffered as a result of The Supplier's conduct in this regard, now or in the future.
- 6.5 The Supplier undertakes to conduct its business, and to educate those in its employ, in such a manner as to avoid fraud or the perception of fraud.
- 6.6 The Supplier undertakes to be intolerant of fraud when discovered and to co-operate with the appropriate official appointed by The Company in any investigation, provision of documentation and prosecution.
- 6.7 In accordance with The Company's policy of maintaining the highest ethical standards, The Company employees or their families are not permitted to accept any benefit of any kind, including but not limited to, money; a gift; an incentive; a loan, or favour, from The Supplier and/or any affiliated members or companies.
- 6.8 The Supplier undertakes to inform The Company, and provide full details to management, of any approaches made by employees, or any appointed official, of The Company requesting any benefit of any kind, including but not limited to, money; a gift; an incentive; a loan, or favour, from The Supplier.

7 OBLIGATIONS OF THE COMPANY

- 7.1 The signing of this Agreement:
- 7.1.1 will not give The Supplier any exclusivity and/or expectation of instructions whatsoever and The Company is under no obligation to order Services from The Supplier.
- 7.1.2 means that The Company has the sole discretion as to which, if any, instruction it gives to The Supplier in respect of Services to be rendered.
- 7.1.3 does not grant or imply in any means that The Supplier is an agent of The Company and it is specifically recorded that if and when instructions are given to The Supplier by The Company, that it shall in no way be construed as constituting a contract of agency between the Parties.

8 OBLIGATIONS OF THE SUPPLIER

- 8.1 The Supplier is hereby appointed as a select Supplier of The Company and agrees and undertakes, subject to the terms and conditions of this Agreement, to effect the work as stipulated in Annexure "A", to the satisfaction of The Company, at the costs agreed to between

The Supplier and The Company, as stipulated in Annexure "B", in respect of each and every instruction received from The Company.

- 8.2 The Supplier undertakes to carry out such Services in a professional manner and to the highest possible standards and in the most cost effective manner in order to satisfy The Company's obligations to its Policyholders.
- 8.3 The Supplier undertakes not to subcontract all or any of the instructions received, unless it has prior written consent from The Company. In this regard, The Supplier undertakes to notify The Company immediately if it is unable to fulfil its obligations under this Agreement due to a lack of capacity, or for any other reason.
- 8.4 The signing of this Agreement does not give The Supplier the liberty to:
 - 8.4.1 conduct work on behalf of The Company unless specifically instructed to do so by means of the official method of authorisation, described in Annexure "A", which will be issued in writing.
 - 8.4.2 accept any instruction from the Broker/Intermediary and/or the Policyholder to conduct work on behalf of The Company, without first notifying The Company.

9 COMMUNICATION

- 9.1 The primary medium of communication between The Company and The Supplier will be by telephone and/or cell phone, and email.
- 9.2 The Supplier will ensure that its telephone lines, cell phone and email server are in working order and available during working hours.
- 9.3 All written communication between the Parties will be in English and will be sent via email.
- 9.4 Communication will be assumed to have been received on the date on which it is sent.

10 STORAGE OF DOCUMENTATION

- 10.1 The Company is required to meet certain statutory requirements, the guidelines of the South African Institute of Chartered Accountants and corporate governance requirements relating to the retention and storage of records relating to The Company's Claims. In this regard, The Company requires The Supplier, and The Supplier undertakes, to keep all records, whether in electronic format or otherwise, relating to The Company's Claims for a period of 5 (five) years.
- 10.2 The Supplier agrees to keep all the aforementioned documents in safe storage and to ensure that they are readily available, should The Supplier be called upon to produce them.
- 10.3 The Supplier must make the aforementioned documentation available to the Company upon receipt of a written request made by The Company for the said documentation.

11 AUDITS AND RELATED MATTERS

- 11.1 The Supplier undertakes to adhere to an open book policy in all aspects, allowing The Company's designated personnel or appointed official to conduct audits, of any kind, at The Supplier's premises, at any given time during Working Hours, in order to monitor compliance with this Agreement.
- 11.2 The Supplier must appoint a duly authorised representative to oversee, discuss and accept the audit in the event that the owner is not available.
- 11.3 The Supplier must allow The Company's personnel or appointed official full and unfettered access to:
 - 11.3.1 The Supplier's business premises during Working Hours.
 - 11.3.2 Any documentation pertaining to any of The Company's Claims, whether such claim is current or historical.
 - 11.3.3 Any Work in Progress (WIP).
- 11.4 The Supplier must keep individual job files for each of The Company's Claims, in respect of which The Supplier renders a Service, and undertakes to keep the job files updated with all the relevant documents, including but not limited to quotes; authorisations; original invoices; original supplier statements and credit notes, pertaining to the Claim and Authorisation for Additional where applicable.
- 11.5 The Supplier will have the job file and all relevant documents, referred to in clause 11.4, available for inspection by The Company's personnel or appointed official.
- 11.6 In the event of the job file and all relevant documents, referred to in clause 11.4, not being available for auditing, The Supplier will be levied with, and agrees to pay, a penalty of not less than 15% of the total amount of the claim.
- 11.7 The Supplier is not entitled to levy a fee for the supply or preparation of the documents required by The Company's personnel or

appointed official for the purposes of the audit.

- 11.8 The Supplier is required to conduct self-auditing procedures to ensure that all the requirements envisaged in this Agreement are adhered to.
- 11.9 Any irregularities discovered during the audit, whether financial or non-financial in nature, will be revealed to The Supplier during the audit exit meeting.
- 11.10 Where irregularities are of a financial nature, The Company will issue a document to The Supplier containing that amount due and the due date for payment. The Supplier will comply with The Company's payment directions and terms.
- 11.11 Where irregularities of a non-financial nature are discovered, The Company will, in its sole discretion, decide on an appropriate course of action and notify The Supplier accordingly.

12 STANDARD OF SERVICE, WARRANTIES, GUARANTEES AND INDEMNITY

- 12.1 The Supplier shall be obliged to adhere to quality standards and service levels contained in this Agreement and The Company shall be entitled to conduct audits at any time to ensure that these are being maintained.
- 12.2 The Supplier shall use materials, work methods and any procedures required by vehicle manufacturers in order to comply with the manufacturers' warranty requirements and affect the work in accordance with the manufacturers' standards and requirements.
- 12.3 The Supplier agrees to guarantee all workmanship on work done for a period of 24 (twenty four) months from the date on which the work was completed.
- 12.4 Should a dispute arise between The Supplier and The Policyholder in respect of the quality of work done, The Supplier shall accept as final and binding the decision of The Company or that of a third party appointed by The Company in resolving the dispute.
- 12.5 The Supplier shall make good at his own expense all incomplete, unsatisfactory and/or defective work within the period agreed upon between The Company and The Supplier.
- 12.6 Any branch of The Supplier, regardless of where the work was originally carried out, shall rectify any incomplete, unsatisfactory and/or defective workmanship that occurs within the guarantee period.
- 12.7 The Supplier shall be given the opportunity to rectify any work deemed incomplete, unsatisfactory and/or defective by The Company or the Policyholder.
- 12.8 In the event of The Supplier being unable to, or refusing to, satisfy The Company and/or the Policyholder, The Company shall be entitled to rectify the incomplete, unsatisfactory and/or defective work elsewhere and all expenses consequent thereon or incidental to, shall be recoverable from The Supplier. Furthermore, The Company shall be entitled to terminate the agreement immediately and remove The Supplier from The Company's approved supplier database.
- 12.9 Without prejudice to any other rights The Company may have in terms of this agreement or at law, including without limitation, the right to claim damages, to cancel this agreement without further notice. The Company reserves the right to:
 - 12.9.1 Claim the remedies set out in clause 13; and
 - 12.9.2 Claim any costs incurred pursuant to such breach on a scale as between attorney and own client.
- 12.10 The Supplier hereby indemnifies and holds harmless The Company against all actions, claims, damages (including consequential damages) and/or any other liability which The Company may sustain either directly or indirectly arising out of any intentional or negligent act or omission by The Supplier, its employees and/or agents acting in the course and scope of their employment or mandate with The Supplier.
- 12.11 In the event of The Company being held liable or in the event of any legal action being commenced against The Company, its employees and/or agents as a result of any loss, damage or injury sustained by a Policyholder or a third party as a result of the negligent, grossly negligent or wilful actions of The Supplier, its personnel or agents, The Supplier agrees to indemnify and hold harmless The Company, its employees and/or agents against any loss or damage The Company may sustain as a result of such actions.

13 REMEDIES AND DAMAGES

- 13.1 Should The Supplier commit a breach of any of the provisions of this Agreement, in particular a circumvention of the Agreement or unauthorised use of the intellectual property and Confidential Information then the other Party shall be entitled to, in addition to any other common law or statutory remedies it may have:
 - 13.1.1 Without notice to The Supplier, to bring an application in any Court of competent jurisdiction, whether on an urgent basis or not, for the granting of an interdict against The Supplier to prevent any further breach of the terms of this Agreement and it shall not be necessary for The Company to prove irreparable harm or that an award of damages would not sufficiently remedy the breach; and/or

13.1.2 Without notice to The Supplier, to claim specific performance from The Supplier of all The Supplier's obligations whether or not the due date for performance has arrived;

13.1.3 The Supplier shall be liable for the legal costs as on an attorney and own client scale.

14 INSURANCES

14.1 The Supplier warrants that it shall effect and keep current insurance policies that are required by regulation or law and those stated in 14.3 to cover The Supplier for any claim, action, demand which may be made by The Company or any other third party against The Supplier.

14.2 Any expenses incurred in effecting such policies shall be for The Supplier's account. The Supplier shall, if requested to do so by The Company, provide The Company with copies of the relevant insurance policies and proof of the sum insured or limit of indemnity and/or payment of premiums there under.

14.3 The Supplier is required to have relevant insurances envisaged herein which must be kept up to date and sufficiently funded:

14.3.1 Motor Trade Insurance, protecting The Company against, amongst others, accidental damage to vehicles which are on The Supplier's premises or in The Supplier's custody at the time of the damage.

14.3.2 Liability Insurance, providing cover against financial costs incurred as a result of The Supplier being held liable for, amongst others, death or injury to a third party; damage to property or poor workmanship as envisaged in clause 12.

15 INVOICES, PAYMENTS AND RELATED MATTERS

15.1 The Supplier will be remunerated in accordance with the rates and fees, terms and conditions contained in Annexure "B" hereto.

15.2 The Company undertakes to pay The Supplier's invoice within 30 (thirty) Days of the Assessor signing off on the invoice, provided that it contains all the information prescribed in 15.7.

15.3 The Company reserves the right to negotiate an early settlement discount with The Supplier on invoiced amounts in certain instances. The Supplier is under no obligation to accept The Company's early settlement discount.

15.4 Failure by The Supplier to provide an invoice that contains the information prescribed in 15.7 will result in a delay in the payment of The Supplier's invoice, in which event The Company cannot be held liable for any damages suffered by The Supplier as a result of the delay in payment.

15.5 The Supplier may only issue and submit an invoice upon finalisation of the Repair.

15.6 No payment will be affected in respect of Supplier invoices submitted to the Company after 12 (twelve) Months from the date on which The Supplier completes the Service.

15.7 The Supplier will ensure that all invoices comply with the following criteria:

15.7.1 Invoices must comply with SARS rules which include, but are not limited to:

15.7.1.1 Electronic invoices must have the word "Copy" clearly indicated on the invoice and must be in a format that cannot be changed. The Supplier must retain the original invoice for SARS for a period of 5 (five) years from the date of issue.

15.7.1.2 Invoices must display the same name under which The Supplier is registered with SARS and/or the Registrar of Companies, where applicable, as well as The Supplier's trading name if it differs.

15.7.2 Where The Supplier is registered as a VAT vendor with SARS, all invoices must contain:

15.7.2.1 the words "VAT Invoice" in a prominent place;

15.7.2.2 The Supplier's VAT registration number;

15.7.2.3 the full name and address of The Supplier;

15.7.2.4 The Supplier's bank details, including the account holder's name, the branch name and code, and the account number;

15.7.2.5 The Risk Carrier's VAT registration number;

15.7.2.6 an individual serialised invoice number;

15.7.2.7 the date of issue of the invoice;

15.7.2.8 a detailed, itemised description of the goods or services rendered;

15.7.2.9 the quantity or volume of the goods or services rendered;

15.7.2.10 the claim number, Policyholder's name and vehicle's details and The Supplier's quote number.

15.7.2.11 a detailed breakdown of the value of goods or services rendered, as well as any excesses charged to Policyholders and discounts passed in favour of The Company

15.7.3 Where The Supplier is not registered as a VAT vendor with SARS, all invoices must contain all the elements listed in clause 15.7.2.3 to 15.7.2.11

15.7.4 All invoices must be made out to:
Hollard Insurance Company Limited c/o CTU (PTY) Ltd
VAT No. 4450117405
PO Box 87419
Houghton
2041

15.8 The Supplier must notify The Company, in writing, of any changes in The Supplier's business including changes in ownership, VAT number, business names and bank details.

15.9 The Company does not accept any liability if The Supplier provides The Company with the incorrect bank details and monies are paid into the incorrect bank account.

15.10 The Supplier may not cede, factor, assign, transfer or dispose of its interest in or its rights and/or obligations to receive payment from The Company to any third party without the prior written consent of The Company.

15.11 The Company shall not be bound to give such consent but may withhold same without assigning a reason therefor or grant such consent subject to such terms and conditions as The Company, in its absolute discretion, may deem fit.

15.12 In event of any sum of money being recoverable from or payable by The Supplier to The Company, such sum may be deducted from any amount due to, or which may at any time thereafter become due to, The Supplier under this contract with The Company. The exercising, by The Company, of its rights in terms of this clause shall be without prejudice to any other rights or remedies available to The Company.

16 BROAD BASED BLACK ECONOMIC EMPOWERMENT

16.1 The Supplier must have their business assessed and provide The Company with proof of its BBBEE status within 30 (thirty) Days from the commencement date of this Agreement.

16.2 Where The Supplier's business has already been assessed, The Supplier must submit its BBBEE scorecard to The Company, within 30 (thirty) Days from the commencement date of this Agreement, as evidence of its BBBEE status.

16.3 If The Supplier's turnover is less than R10,000,000 (ten million rand) a year and The Supplier's business is classified as an Exempt Micro Enterprise, The Supplier must obtain confirmation, in writing, of the aforesaid from The Supplier's accountant, auditor or a BBBEE accredited verification agency and provide The Company with such confirmation within 30 (thirty) Days from the commencement date of this Agreement and annually in the same month thereafter.

16.4 The Supplier must notify The Company of change to The Supplier's BBBEE status. Failure to do so will be regarded as a material breach of this Agreement and The Company reserves the right to cancel this Agreement with immediate effect.

17 CONFIDENTIAL INFORMATION

17.1 All confidential information shall be kept confidential by The Supplier and The Supplier shall ensure that all of its personnel, agents and/or contractors are under the same obligation of confidentiality.

17.2 The Supplier acknowledges that the Confidential Information of The Company is a valuable asset, proprietary to The Company and disclosure thereof to The Supplier does not confer any rights in the Confidential Information on The Supplier and that the unauthorised disclosure or use of the Confidential Information would result in financial or other harm to The Company which may be irreparable.

17.3 The Supplier agrees that they shall not use, exploit, sell, copy, reproduce or apply the Confidential Information of The Company, in whole or in part, in any manner other than the purpose for which it was disclosed without the prior written consent of The Company. Furthermore, The Supplier agrees to take all necessary precautions to prevent unauthorised access to or copying of Confidential Information by any other person.

17.4 The Supplier acknowledges that The Company shall be entitled to an interdict or other equitable relief, in addition to any entitlements to damages, with respect to any actual or threatened breach of this Agreement and without the need on the part of The Company to prove any special damages.

17.5 The Supplier hereby indemnifies and holds harmless The Company, its employees and/or agents against any and all claims, penalties, damages, losses, liabilities, obligations, costs, legal costs, expenses and disbursements, joint or several, of any kind or nature whatsoever

that may be imposed upon, or incurred by or asserted or awarded against The Company in any way relating to or arising out of or in connection with a material breach by The Supplier of the provisions of this clause resulting out of the negligence, wilful misconduct and/or fraudulent behaviour on the part of The Supplier or its personnel, agents and/or contractors.

- 17.6 In the event of the termination of this Agreement, The Supplier will return The Company's Confidential Information within 7 (seven) Days after being requested in writing to do so and provide a written statement, if required, that all Confidential Information has been returned or destroyed.

18 BRANDING

- 18.1 The Supplier shall not use, display or copy any of The Company trademarks, trade names, brand names, logos, designs, branding, signage and/or identifying insignia in any manner and for whatsoever reason without first obtaining The Company's prior written consent which consent The Company shall, in its sole discretion, be entitled to withhold and/or withdraw at any time.
- 18.2 A breach of the provisions of 18.1 shall be deemed to be a material breach of the provisions of this Agreement and The Company reserves the right to cancel this Agreement with immediate effect and to institute civil and/or criminal proceedings against The Supplier.
- 18.3 The Supplier warrants that if the consent envisaged in 18.1 is granted, that all trademarks, trade names, brand names, logos, designs, branding, signage and/or identifying insignia will be used and displayed in accordance with The Company's direction.
- 18.4 In event of The Company modifying or discontinuing use of any one or more, or substituting any particular trademark, trade name, brand name, logo, design, branding, signage and/or identifying insignia or the like, The Supplier agrees and undertakes to comply, without delay, with The Company's directions regarding the use of such trademark, trade name, brand name, logo, design, branding, signage and/or identifying insignia and rectify any incorrect use, misuse or abuse as contemplated herein within 1 (one) month after receiving written notice from The Company.
- 18.5 The Company reserves the right to, at any time and with immediate effect, withdraw its permission granted to The Supplier to use, display or copy any of The Company's trademarks, trade names, brand names, logos, designs, branding, signage and/or identifying insignia or the like.
- 18.6 If this Agreement expires, or if it is terminated, or if The Company withdraws its permission to use or display or copy any of The Company's trademarks, trade names, brand names, logos, designs, branding, signage and/or identifying insignia, The Supplier will, within 7 (seven) days from such expiration, termination, or withdrawal of permission, cease to use and/or display all of The Company's trademarks, trade names, brand names, logos, designs, branding, signage and/or identifying insignia in any way whatsoever.
- 18.7 Nothing contained in this Agreement shall give any proprietary, exclusivity, ownership or any other rights in respect of any of The Company's trademarks, trade names, brand names, logos, designs, branding, signage and/or identifying insignia to The Supplier.

19 GOVERNING LAW

- 19.1 This Agreement will be governed by the laws of South Africa and all matters arising out of or in respect of this Agreement will be decided in terms of the laws of South Africa.

20 PROTECTION OF INFORMATION

- 20.1 The Supplier warrants that there is a program in place within the Supplier's business to comply with all the provisions of the Protection of Personal Information Act and the Regulations of that Act. If the program is not yet completed as at the Effective Date, the Supplier warrants that compliance with the Act will be completed by no later than 30th June 2021.

21 WAIVER OF RIGHTS BY A PARTY

- 21.1 No waiver by either Party of its rights in terms of this Agreement shall be binding upon that Party, unless such waiver has been reduced to writing and signed by the waiving Party.
- 21.2 No indulgence or extension of time, which a Party may show, grant or allow to the other, shall constitute a waiver by that Party of its rights in terms of this Agreement.

22 WHOLE AGREEMENT

- 22.1 This Agreement constitutes the whole of the Agreement between the Parties relating to the subject matter thereof, and no amendment, alteration, addition, variation or consensual cancellation will be of any force or effect unless reduced to writing and signed by the Parties.
- 22.2 The Parties agree that no other terms or conditions, whether oral or written, and whether express or implied, apply.
- 22.3 The Parties undertake at all times to do all such things, to perform all such acts and to take all such steps open to them which are necessary for or incidental to the putting into effect of, or maintenance of, the terms, conditions and import of this Agreement.

- 22.4 Prior drafts of this Agreement will not be admissible in any proceedings as evidence of any matter relating to any negotiations preceding the signature of this Agreement.

23 DOMICILIUM

- 23.1 Each of the Parties shall be entitled, from time to time, by written notice to the other Party, to vary its domicile to any other address within RSA which is not a post office box or a poste restante.
- 23.2 Any notice given by a Party to the other Party ("the addressee") which:
- 23.2.1 is delivered by hand during the Working Hours of the addressee at the addressee's domicile for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee at the time of delivery.
 - 23.2.2 is transmitted by email to the email address forming part of the addressee's domicile, shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee 48 (forty eight) hours after transmission.
- 23.3 for the purposes of giving any notice, the serving of any process and for any purposes Arising from this Agreement each of the Parties chooses its domicile at their respective addresses:
- 23.3.1 On behalf of The Company
Physical Address:
CTU, 1st Floor, Block C, Florence House
Arcadia Campus
22 Oxford Road
Parktown
Johannesburg
Contact Details:
Tel No.: 011-274-1300
Email: procurement@ctu.co.za
 - 23.3.2 Physical Address: The Supplier chooses the physical address provided by The Supplier in its application for panel membership as its physical address
Email address: The Supplier chooses the email address provided by The Supplier in its application for panel membership as its email address

ANNEXURE A - OPERATIONAL SERVICE LEVELS AND KEY RESULTS AREAS

1 COLLECTIONS / DELIVERY AND STORAGE OF VEHICLES

- 1.1 In instances where The Company instructs The Supplier to collect a vehicle:
 - 1.1.1 The Supplier shall collect the vehicle within 1 (one) Day from receipt of the instruction.
 - 1.1.2 The Supplier must obtain written authorisation from The Company's Claims Division to pay a release fee exceeding R2,500.00 (two thousand five hundred Rand), VAT inclusive.
 - 1.1.3 In instances where The Supplier makes use of its own tow truck, The Supplier shall tow the vehicle free of charge within a 40 (forty) kilometre radius from The Supplier's premises. All towing in excess of the 40 (forty) kilometre radius will be charged to The Company at the rate agreed to in Annexure B.
 - 1.1.4 In instances where The Supplier makes use of a 3rd party towing operator The Supplier shall obtain a quote from the towing contractor and submit it to The Company for approval.
 - 1.1.5 The Supplier shall invoice The Company for the cost of the towing immediately upon receipt of the vehicle, and shall not include the cost of the towing in the final repair invoice.
 - 1.1.6 In instances where The Supplier instructs a 3rd party towing contractor to collect the vehicle, The Supplier shall include the towing contractor's invoice in support of the Supplier's towing invoice.
- 1.2 In instances where a vehicle is delivered to The Supplier by a 3rd party towing contractor:
 - 1.2.1 The Supplier does not have a mandate to agree a towing fee in excess of R2,500.00 (two thousand five hundred Rand), VAT inclusive, on behalf of The Company. The Company must be notified of any fees in excess of the said amount so that The Company can negotiate the towing fee with the towing contractor.
 - 1.2.2 The Supplier shall notify The Company of receipt of the vehicle within 1 (one) day of receipt thereof.
- 1.3 The Supplier shall inspect all vehicles received and record a comprehensive inventory. A detailed checklist with photos shall be submitted to the insurer for all vehicles received by the Supplier.
- 1.4 All vehicles collected by, or delivered to, The Supplier shall be stored by The Supplier at no cost to either The Company or the Policyholder, regardless of whether or not The Supplier receives an Authorisation to Repair on the vehicle.
- 1.5 The Supplier is not entitled to charge The Company for any additional charges related to the collection and storage of vehicles, including, but not limited to:
 - 1.5.1 Admin fees, and
 - 1.5.2 Security fees
- 1.6 The Supplier shall advise The Company, in writing, on a weekly basis of all vehicles on its premises for which it has not yet received an Authorisation to Repair. All notifications to be sent to claims@ctu.co.za.

2 QUOTATIONS

- 2.1 Subject to the provision in clause 2.4, The Supplier shall issue a quote, free of charge, for each vehicle received within 1 (one) Day of receipt of the vehicle using the GT Motive shell sent by The Company or follow the manual process if needed.
- 2.2 All quotes issued by The Supplier shall be binding and valid for a period of 30 (thirty) Days.
- 2.3 The Supplier shall not strip any vehicle in order to generate a quote unless the Company has authorised The Supplier to strip the vehicle.
- 2.4 In instances where The Company authorises The Supplier to strip a vehicle in order to generate a quote and the vehicle is subsequently written off or moved to another repairer, The Supplier shall be entitled to negotiate a fee with The Company based on the man hours spent to strip the vehicle and, where applicable, reassemble the vehicle.
- 2.5 The Supplier shall:
 - 2.5.1 Only quote for Resultant Damages, and

- 2.5.2 Exclude all Unrelated Damages from the quote.
- 2.5.3 Apply The Company's rates on their quote.
- 2.6 All vehicles, and quotes, will be subject to Assessment by The Company's appointed Assessor. All quotes must include as a minimum the following information:
 - 2.6.1 Accurate Parts Description
 - 2.6.2 Quantity of parts quoted
 - 2.6.3 Number of Units / Hours of Labour for the fitting for each particular part or group of parts (must be identifiable separately for each part)
 - 2.6.4 Paint Cost for the spray painting of each particular part or group of parts, where applicable (listed must be identifiable separately for each part)
 - 2.6.5 Labour Rate for the fitting for each particular part or group of parts (must be identifiable separately for each part)
 - 2.6.6 Number of Units / Hours of Labour for the Painting for each particular part or group of parts (must be identifiable separately for each part)
 - 2.6.7 Consumables utilised (must be identifiable separately for each part)
 - 2.6.8 Total for Labour Units/Hours, Labour Cost, Parts Cost, Labour Hours for fitting Parts, Paints Costs and Labour Hours for Painting
- 2.7 In instances where a vehicle is still within its warranty period and The Supplier does not have a factory approval to repair said vehicle, the onus is on The Supplier to inform the Assessor accordingly. Failure to notify the Assessor will constitute a breach of this Agreement and may result in summary termination of this Agreement should The Company so decide.

3 AUTHORISATIONS

- 3.1 The Company, in conjunction with the appointed Assessor, will determine the cost of repair and, where the vehicle is repairable, shall issue an Authorisation to Repair to The Supplier.
- 3.2 The Authorisation to Repair will contain the following, which will be completed by The Company on the formal CTU authorization template provided by The Company:
 - 3.2.1 Contact details of repairer
 - 3.2.2 Vehicle Make and registration
 - 3.2.3 Excess value applicable
 - 3.2.4 Any Discounts if applicable
 - 3.2.5 Repairer Name
 - 3.2.6 Date of Authorisation
 - 3.2.7 CTU Contact / Reference and Claim number
 - 3.2.8 Agreed cost (excluding VAT)
- 3.3 Upon receipt of an Authorisation to Repair from The Company, The Supplier has to acknowledge receipt thereof, by return email and then secure a booking with The Policyholder as soon as reasonably possible. The agreed book-in date shall be communicated to The Company' Claims division 2 days earlier to allow enough time for the parts order fulfilment.
- 3.4 The Supplier must notify The Company, via email, of any issues of dispute relating to the Authorisation to Repair, or the instructions contained therein, prior to commencing with repairs.
- 3.5 The Supplier shall only commence repairs upon receipt of an Authorisation to Repair. Any repairs carried out by The Supplier without an Authorisation to Repair, or prior to receipt thereof, will be deemed to be unauthorised Repairs and will not be paid for by The Company.
- 3.6 In instances where The Supplier believes that Additional's are necessary:
 - 3.6.1 The Supplier has to send a written request, via email, to The Company and the Assessor indicating, amongst others, what Additional's are necessary, the value thereof, as well as a motivation for why they are necessary. Emails sent to The Company must be sent to additional@ctu.co.za.

- 3.6.2 All requests for Additional have to be submitted to The Company and the Assessor prior to commencement of the Repair work.
- 3.6.3 Upon receipt of The Supplier's request for Additional, The Company will review the request and will, if the circumstances warrant it, issue an Authorisation for Additional.
- 3.7 Any Additional completed by The Supplier without an Authorisation for Additional, or prior to receipt thereof, will be deemed unauthorised and will not be paid for by The Company.

4 REPAIRS

- 4.1 Following the receipt of an Authorisation to Repair, The Supplier shall commence with Repairs within 1 (one) day of receipt of the Authorisation to Repair or, in instances where the Policyholder is still driving the vehicle, receipt of the vehicle, whichever is the latest.
- 4.2 In instances where The Supplier cannot adhere to the time period stipulated in 4.1 above, The Supplier shall notify The Company and the appointed Assessor, in writing, of the reason for the delay in the repair process.
- 4.3 The Supplier undertakes not to subcontract all or any of the instructions received, unless it has prior written consent from The Company to do so. In this regard, The Supplier undertakes to notify The Company immediately if it is unable to fulfil its obligations under this Agreement due to a lack of capacity, or for any other reason.
- 4.4 The Supplier shall only use paint which has a lifetime guarantee. Furthermore, the Supplier shall prepare all vehicles correctly prior to spray painting them and all vehicles shall be sprayed in a technically compliant spray booth.
- 4.5 The Company or its Assessor will instruct The Supplier, in the Authorisation to Repair, whether to replace damaged parts or to repair them.
- 4.6 In instances where damaged parts have to be replaced:
 - 4.6.1 Where The Company is able to source and supply the parts needed for the Repair, The Company will purchase the parts from various parts suppliers and the parts suppliers will deliver the parts directly to The Supplier, however, this will only be done once The Supplier has notified The Company, in writing via email, that the vehicle is on The Supplier's premises and that The Supplier is able to commence with Repairs.
 - 4.6.2 Upon receipt of the parts referred to in 4.6.1 above, The Supplier shall immediately check that all parts have been supplied correctly and that they are not damaged in any way. Should The Supplier pick up any discrepancies in the parts supplied or that any of the parts are damaged, The Supplier shall notify The Company immediately in writing. This shall be done in 2 – 24 hours of receiving parts from Marmic or their freight company and failure to do so will result in the Supplier covering all costs to replace or repair – at The Company's discretion.
 - 4.6.3 The Supplier shall be entitled to charge The Company a handling fee agreed to in Annexure B.
- 4.7 The Company has the right to elect to use its glass supplier network to supply all glass needed to effect Repairs to the Policyholder's vehicle. If The Company chooses not to exercise its right, The Supplier will be authorised to supply the glass.
- 4.8 The Supplier shall provide The Company with a weekly progress report, in writing, on each vehicle which The Supplier is repairing.

5 RELEASE OF VEHICLES

- 5.1 Upon completion of the Repair, The Supplier shall clean the vehicle, at no additional cost to The Company, prior to releasing the vehicle to the Policyholder.
- 5.2 The Supplier shall only release the vehicle to the Policyholder or to a 3rd party nominated by the Policyholder in writing.
- 5.3 The Supplier shall ensure that the Policyholder, or his nominated representative, signs a release note in which they acknowledge that they have taken possession of the vehicle.

6 QUERIES AND COMPLAINTS

- 6.1 The Supplier must attend to any query or complaint by The Company or the Policyholder within 1 (one) Day of receipt thereof.
- 6.2 In instances where the Policyholder lodges a complaint directly with The Supplier, The Supplier shall, within 1 (one) day of receiving the complaint, notify The Company of the complaint, by sending an email to The Company at complaints@ctu.co.za, detailing the nature and extent of the complaint.
- 6.3 The Supplier must provide The Company and the Policyholder with daily feedback until such time as the query or complaint has been resolved to the satisfaction of The Company and/or the Policyholder.

7 REMOVAL OF VEHICLE

- 7.1 The Company has the right to remove a vehicle from The Supplier's premises, when deemed necessary, for the following reasons, including but not limited to:
 - 7.1.1 If The Supplier has not commenced with repairs within 3 (three) days of The Supplier receiving an Authorisation to Repair from The Company, and the delay was not occasioned by a delay in receiving parts necessary to effect the repairs;
 - 7.1.2 If the Policyholder has requested that the vehicle be removed;
 - 7.1.3 If The Supplier or his staff are not technically qualified to effect the necessary Repairs, or the warranties on the vehicle require it to be Repaired by a repairer approved by the vehicle manufacturer, or The Supplier does not have the appropriate equipment to effect the necessary Repairs;
 - 7.1.4 If The Company and The Supplier have a dispute over, including but not limited to:
 - 7.1.4.1 An irreconcilable difference on the Repair costs;
 - 7.1.4.2 The Poor Workmanship of The Supplier;
 - 7.1.4.3 Unnecessary Additional claims claimed by The Supplier;
 - 7.1.4.4 The Supplier not adhering to the Authorisation to Repair;
 - 7.1.4.5 The Supplier not adhering to the terms and conditions of this Agreement;
 - 7.1.4.6 Any other matters envisaged in this Agreement.

8 RATES, FEES AND SUBMITTING OF INVOICES

- 8.1 The Supplier shall only apply the rates, fees and mark-ups agreed to in Annexure B.
- 8.2 The Supplier shall submit a Final Costing to The Company for approval prior to submitting a final repair invoice and the final repair invoice must agree with the approved Final Costing.
- 8.3 The Supplier shall submit the final repair invoice to The Company subject to:
 - 8.3.1 The Policyholder having signed a Release Document,
 - 8.3.2 The Release Document being attached to the invoice,
 - 8.3.3 The Final Costing being approved by The Company, and
 - 8.3.4 The inclusion of proof that the Policyholder paid the Excess, where applicable.

9 POLICYHOLDER'S FINANCIAL CONTRIBUTION

- 9.1 Prior to releasing the vehicle, The Supplier is responsible for obtaining payment from the Policyholder for any amounts which the Policyholder may be liable for, as stated in the Authorisation to Repair.
- 9.2 The Supplier may not subsidise or waive any amount which the Policyholder is liable for.
- 9.3 In the event that The Supplier subsidises or waives any amount which the Policyholder is liable for, it will be deemed a material breach of the Agreement.
- 9.4 In the event that the Policyholder is not able to pay any amount due, The Supplier shall notify The Company, and The Supplier shall provide the Policyholder with a 14 Day grace period during which the Policyholder will not be charged a storage fee.

ANNEXURE B – RATES

1 LABOUR RATES & PARTS MARK-UP

- 1.1 For rendering the services contained in the Agreement, The Supplier is entitled to charge The Company the rates as contained in the table below:

Labour Rate Non-Warranty	Labour Rate Warranty	Parts Mark-up
R	R Not Approved	%

For rendering the services contained in the Agreement, The Supplier is entitled to charge The Company the rates as contained in the table below on Heavy Commercial Vehicles :

Labour Rates Non-Warranty	Labour Rates Warranty	Part Mark-up
R 305.00	R	25.00%

2 PAINT RATES

- 2.1 For rendering the services contained in the Agreement, The Supplier is entitled to charge The Company the rates as contained in the tables below:

2.1.1 Quantum Type Vehicles

Service Rendered	Fee Excluding VAT
FIRE WALL	R
L/S MIDDLE PANEL (FULL)	R
L/R OUTER PANEL (FULL)	R
R/R TAIL LAMP PANEL	R
R/R OUTER PANEL (FULL)	R
R/S MIDDLE PANEL (FULL)	R
R/S 1ST PANEL (FULL)	R
L/R INNER PANEL (FULL)	R
BONNET	R
CRADLE	R
L/F CORNER FENDER	R
L/F DOOR	R
R/F A POST	R
L/S B POST	R
SLIDING DOOR	R
L/R TAIL LAMP PANEL	R
TAIL GATE	R
R/S B POST	R
R/F DOOR	R
L/F A POST	R
R/F CORNER FENDER	R
R/R INNER PANEL (FULL)	R
R/S INNER PANEL (FULL)	R
ROOF FULL	R
ROOF FRONT SECTION	R
FULL RESPRY	R

2.1.2 Sprinter Type Vehicles

Service Rendered	Fee Excluding VAT
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FIRE WALL	R
L/F CONER FENDER	R
L/F A POST	R
L/S B POST	R
L/R OUTER PANEL (FULL)	R
L/R TAIL LAMP PANEL	R
TAIL GATE X 1	R
R/R TAIL LAMP PANEL	R
R/R OUTER PANEL (FULL)	R
R/S 1ST PANEL (FULL)	R
R/S B POST	R
R/F A POST	R
BONNET	R
SLIDING DOOR IN/ OUT	R
R/F CORNER FENDER	R

2.1.3 Heavy Commercial Vehicles

The Company's external assessor shall apply their expertise at their discretion. Rates to be agreed with The Supplier subject to audit by The Company's Internal Assessors.

- 2.2 In the event that any paint requirements are not covered by the rates in the tables above, The Company will agree the rates with The Supplier on an ad hoc basis.

3 OTHER RATES

- 3.1 Subject to the provision in clause 1.1.3 of Annexure A, The Supplier is entitled to charge The Company R7.00, excluding VAT, per Kilometre for towing costs incurred by The Supplier. The Supplier is also entitled to recover any SANRAL costs incurred

ADDENDUM

1 INTERPRETATION

In this Addendum:

- 1.1 Clause headings are for convenience and are not to be used in the interpretation of this Addendum.
- 1.2 The words “clause” or “clauses” and “Annexure” and “Annexures” refer to clauses of and Annexures to this Addendum.
- 1.3 Terms defined in the Main Agreement and used herein shall, unless explicitly stated to the contrary herein, bear the same meaning as defined in the Main Agreement.
- 1.4 The Main Agreement as amended in terms of this Addendum shall otherwise remain in full force and effect.
- 1.5 Terms other than those defined within this Addendum or in the Main Agreement will be given their plain English meaning, and those terms, acronyms, and phrases known in the information and communication technology industry or healthcare industry will be interpreted in accordance with their generally known meanings.
- 1.6 If there is any conflict between the terms and conditions of this Addendum and the Main Agreement, the provisions of this Addendum shall prevail.

2 AMENDMENTS

The Parties herewith further agree as follows with effect from 30/06/2021:

- 2.1 “PAIA” means the Promotion of Access to Information Act, 2000;
- 2.2 “POPIA” means the Protection of Personal Information Act, 2013 and the terms “Data Subject”, “Personal Information”, “Processing” and “Security Safeguards” shall bear the meanings given thereto in POPIA;
- 2.3 “Privacy and Data Protection Provisions” means the eight conditions for the lawful processing of personal information set out in Chapter 3 of POPIA;
- 2.4 The addition and inclusion of the following clauses

Protection of personal information

- 1.1 For the purposes of this clause, the words “data subject”, “personal information”, “process”, “operator”, “Regulator” and “responsible party” have the meanings given to them in POPIA.
- 1.2 Each Party must comply with their obligations under POPIA in relation to personal information in respect of which they are the responsible party.
- 1.3 Clauses 1.4 to 1.11 apply to the extent that either Party (Operator) processes personal information of the other Party (Responsible Party) and third parties on behalf of the Responsible Party.
- 1.4 The Operator must only process personal information of the Responsible Party and personal information of third parties that is being processed by the Responsible Party, with the Responsible Party’s knowledge or authorisation, treat personal information which comes to their knowledge as confidential and must not disclose it unless required by law or in the course of the proper performance of the Operator’s duties.
- 1.5 The Operator must secure the integrity and confidentiality of personal information of the Responsible Party and personal information of third parties that is processed on behalf of the Responsible Party by taking appropriate, reasonable technical and organisation measures to prevent loss of, damage to or unauthorised destruction of personal information and unlawful access to or processing of personal information.
- 1.6 The Operator must take reasonable measures to:
 - (1) identify all reasonably foreseeable internal and external risks to personal information in its possession or under its control;
 - (2) establish and maintain appropriate safeguards against the risks identified;
 - (3) regularly verify that the safeguards are effectively implemented; and
 - (4) ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented

safeguards.

- 1.7 The Operator must have due regard to generally accepted information security practices and procedures which may apply to it generally or be required in terms of specific industry or professional rules or regulations of the Responsible Party.
- 1.8 The Operator must notify the Responsible Party immediately where there are reasonable grounds to believe that personal information has been accessed or acquired by any unauthorised person.
- 1.9 The Operator must assist the Responsible Party, at its own cost, with any investigation or notice to the Regulator or data subjects that the Company may make with regards to personal information being accessed or acquired by any unauthorised person or a compromise in the Operator's security safeguards as set out in clauses 1.5 to 1.7.
- 1.10 The Operator must, at the Responsible Party's direction and request, assist the Responsible Party in responding to any directions by the Regulator to publicise any compromise to the integrity or confidentiality of personal information. This includes the Operator assisting the Responsible Party to make public announcements if required.
- 1.11 The Operator indemnifies the Responsible Party against any civil or criminal action or administrative fine or other penalty or loss as a result of the Operator's breach of this clause.

POPI indemnity

- 2.1 The Parties warrant that they will at all times and in every respect comply with the provisions of POPIA and will in its Processing of Personal Information relating to any Data Subject comply with the Privacy and Data Protection Conditions contained in POPIA, with which provisions the Parties are, as at the Signature Date, fully acquainted.
- 2.2 Magaba Panelshop (pty) Ltd agrees to indemnify CTU in all circumstances against any costs, claims, proceedings, liabilities, or expenses resulting from claims made against CTU by any third party arising out of any unauthorised disclosure or use of any Personal Information or breach of the provisions of POPIA.
- 2.3 The Parties agree that all Personal Information shall at all times be stored on secure servers.
- 2.4 Magaba Panelshop (pty) Ltd warrants that Magaba Panelshop (pty) Ltd have agreed that their Personal Information may be used for the purposes of providing the Service.

Data Protection

- 3.1 CTU shall ensure that it implements, maintains, tests and enforces adequate control measures to ensure the protection of the Client's data and shall immediately report in writing to the Client, any Security Incident or information breaches arising and advise of the steps and measures undertaken to correct such breach.
- 3.2 The Client shall have the right from time to time, at its own cost and upon reasonable written notice, to conduct an open book audit of CTU's data operations, facilities and systems (Data Audit) to ensure that it has the facilities, procedures, systems and personnel appropriate to and as may be required for CTU to ensure compliance with this Clause.
- 3.3 Each Party will back up its data on a regular basis but if any data is lost or corrupted through the actions or omissions of the other Party that Party will at its own cost give all cooperation to the aggrieved Party necessary to restore the data.
- 3.4 Neither Party will be responsible for the security of data during transmission via public telecommunications facilities or services, provided that where security protocols are specified, these have been adhered to.