MASTER AGREEMENT
(local government)

entered into between

PAYDAY SOFTWARE SYSTEMS (PTY)LTD
registration number: 2006/010098/07
(hereinafter referred to as "the Licensor")

and

Waterberg District Municipality
(hereinafter referred to as "the Licensee")

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1. DEFINITIONS

1.1 **"Software"** shall mean computer programme-software being the property of the Licensor as listed in Annexure "A" hereto; including possible updates thereof and related material.

1.2 **"Related Material"** shall mean technical data such as (but not limited to-) manuals, flow charts, logic diagrams, print-outs and listings provided by the Licensor to end-users in connection with the licensed Software.

1.3 **"use"** shall mean entering or copying the Software or any portion thereof into a system or machine and/or transmitting such data for processing thereof in any way; so as to perform an information-technological function in the payroll- and human resources environments.

1.4 **"the/this Agreement"** means the agreement set out in this document together with all Annexures hereto; and the Parties agree that the latter will form part of this document as if integrated herein.

1.5 **"the Effective Date"** shall be 1 March 2018 ; being the date on which this Agreement comes or came into full force and effect, irrespective of the date of signature of this document by any Party.

1.6 **"Intellectual Property"** means all patents; trade marks; designs; copyright; source codes; inventions; trade secrets; and generally all information, technology and knowledge in the field of Information Technology other than that which is generally known and/or applied in the said field (irrespective of the fact that all or any of the aforesaid may be registered or not; or being capable of registration or not).

1.7 **"license"**, as well as all it's flectional forms, means the right to use the Software on the terms and conditions stipulated in this Agreement and shall NOT refer to any allowance in favour of the Licensee or anybody else regarding rights to Intellectual Property.

1.8 **"a Party"** shall refer to the Licensor or the Licensee and **"the Parties"** shall refer to both of them. Natural persons who might have interests in either of them as directors, shareholders, members, employees, agents, trustees, etc. shall be included in the term "Party" only where this Agreement deals with the Parties' obligations pertaining to confidentiality and Intellectual Property rights.

1.9 **"Confidential Information"** shall refer to Intellectual Property pertaining to products developed by the Licensor including, but not necessarily limited to, the Software; and including any information which causes unfair competition as defined in South African Law.

1.10 **"Incidental Information and Data"** means any information and data pertaining to individuals, groups of individuals, legislation, terms and conditions of employment, and/or any other information peculiarly relevant to the Licensee in terms of it's utilisation of the Licensor's products and services.

1.11 **"AFSA"** means the Arbitration Foundation of Southern Africa, or it's successor in title.

1.12 **"the Act"** means the Municipal Finance Management Act, No. 56 of 2003.

1.13 **"Council"** means the council excercising governance over the Licensee.

1.14 **"Municipality"** and **"Municipal Entity"** means, respectively, the municipality (as defined by the Act) and the municipal entity (as defined by the Act) which may constitute the Licensee.

1.15 **"Accounting Officer"** means the accounting officer of the Licensee including, if and where applicable, the accounting officer of both the Municipality and the Municipal Entity.

2. LICENSE

2.1 A non-transferable and non-exclusive license to use the Software, limited in accordance with- and upon the further terms and conditions

contained in this Agreement, is hereby granted by the Licensor to the Licensee.

2.2 In the event of the Parties having concluded such an agreement previously, which agreement might still be in force as at the Effective Date, such agreement is superseded and replaced by this Agreement as from the Effective Date.

3. SCOPE OF LICENSE

3.1 The Licensee shall not use, print, copy or display the Software and/or Related Material in any way; except as is expressedly provided for in this Agreement.

3.2 A separate license will be required for each item of equipment or system on which the Software will be used, but the Licensee is authorised to use the Software on a back-up system - as specifically designated in Annexure "A" hereto - should the primary system be temporarily out of order; until such time as the operable-status is restored and processing on the back-up system is completed.

3.3 Each such additional license for Software and Related Material requires an Agreement supplement, signed by both Parties.

4. DURATION

The license shall be effective from the Effective Date and this Agreement shall remain in force until:

4.1 either Party might breach any term of this Agreement and fails to remedy such breach within 14 (FOURTEEN) calendar days after receipt of a written notice from the other Party calling upon it to do so; or

4.2 either Party might be liquidated (either provisionally or finally) or be placed under judicial management; or

4.3 either Party might perform any act of insolvency (including, in case of the Licensee, an application for a stay of legal proceedings or an application for extraordinary relief as described in Sections 152 and 153 of the Act); or

4.4 for a period of 36 (THIRTY SIX) months, calculated from the Effective Date.

5. LICENSE FEE

5.1 The Licensee shall pay the Licensor the amount stated in Annexure "A" hereto, for the right to use the Software. The said amount shall be payable as long as this Agreement is in force; free of any set-off or deductions and irrespective of the extent to which the Software might actually have been utilised in any given period or possible problems incurred in this regard.

5.2 The Parties agree on fees and tariffs with regard to maintenance, installation, run-time, after-sales consultation fees, telephonic support, training and updates as set out in Annexure "B" hereto and further according to the provisions of Clause 7 below.

5.3 The Licensor shall have the right to increase it's costs and fees with 10% (TEN PERCENT) in any given calendar-year; PROVIDED that, should the national Consumer Price Index ("CPI" for all items, as declared by Statistics South Africa or such body as may officially declare the South African CPI from time to time) be of a higher percentage than 10% in any given year, the Licensor may increase it's costs and fees for the following year with such CPI-percentage plus 5% (FIVE PERCENT).

5.4 All payments due to the Licensor will be made immediately upon rendering of an account. If payment of any account is outstanding for more than 30 (THIRTY) calendar days, such account shall bear interest at 15,5 % per annum; calculated from the date the account had been received (or is deemed to have been received according

to Clauses 16.3 and 16.4 below) up until the date on which full payment is reflected in the Licensor's account.

5.5 A certificate signed by the Chief Executive Officer or Managing Director of the Licensor, stating the amount of monies contractually due and payable by the Licensee to the Licensor and/or stating any related costs, charges or expenses which comprise the full amount of a claim in favour of the Licensor in terms of this Agreement, shall be admissible in arbitration-proceedings or any court of law and constitute proof of the contents thereof as a liquid document, for purposes of summary judgement or provisional sentence.

5.6 The Licensee shall not issue any guarantee in stead of making any payments due in terms of this Agreement and; if a guarantee is tendered according to the provisions of Section 50 of the Act, the Licensor shall have an option to continue with this Agreement, alternatively, to reject the offer of a guarantee and terminate this Agreement.

6. DELIVERY, RECORDS OF TRANSACTIONS AND RISK

6.1 The Software will be delivered and installed by the Licensor:

6.1.1 on or before_____ (date);

6.1.2 at the following address (or addresses):

_____

_____

ALTERNATIVELY: The Parties record that the Software had been installed already to the satisfaction of the Licensee (strike out whichever is not applicable).

6.1.3 Upon receipt of the Software as mentioned in Clause 6.1.1 above (if applicable), such fact shall be acknowledged by the Licensee in writing.

6.1.4 In lieu of a written statement to the contrary (as contemplated in Clause 6.2) by the Licensee, the latter shall be deemed to

have received all and any material and/or services due by the Licensor in terms hereof in good order upon delivery thereof as stated above.

6.2 Should material and/or services due from the Licensor not be delivered in a satisfactory condition or at all, this shall be communicated by the Licensee to the Licensor in writing within 40 (FOURTY) business-days after delivery or after the supposed date of delivery (as the case may be – the said period of FOURTY business days being a reasonable opportunity for the Licensee to ascertain whether it is satisfied with the Software in all and any respects). Such notice to the Licensor shall be directed to the address of the latter as indicated in Clause 16 below; and the Licensor shall acknowledge receipt thereof per letter to the Licensee. After receipt of such notice, the Licensor shall rectify any failed deliveries or deficiencies (should the Licensor find same to be the case) as soon as might reasonably be possible under the circumstances.

6.3 If (at any time since delivery but within the duration of this Agreement) the Licensee should be dissatisfied with the Software in any way, it will notify the Licensor in writing of such fact - together with all relevant particulars thereof - without delay. Upon receipt of such notice, the Licensor will conduct an investigation as soon as might be reasonably possible under the circumstances; after which a written report of it's findings will be forwarded to the Licensee. If and when further action should be deemed necessary by the Licensor, such action:

6.3.1 will be preceded by a time-estimation (and, if applicable, a cost-estimation) from the Licensor - the costs (if any) of preparing such estimations to be disclosed to the Licensee for the latter's pre-approval; and

6.3.2 will be commenced with only after the Licensee has approved such action as well as time- and cost estimations in writing; and

6.3.3 if it should transpire at any time that any applicable estimation would be exceeded, such fact will be communicated as soon as possible under the circumstances by the Licensor to the Licensee, for the latter's prior written authorisation.

6.4 No Party shall publicise or co-operate in the publication of any communication pertaining to any situation in the aforementioned regard to any third party, prior to the finalisation of all possible proceedings and process as set out in Clause 18 below.

6.5 All risk pertaining to any material supplied by the Licensor, shall pass to the Licensee immediately upon delivery of same to the Licensee.

6.6 The Licensor will provide the Licensee with a written record regarding each individual transaction performed in terms of this Agreement; which written record shall include at least the following information:

6.6.1 The Licensor's registered business name and VAT-registration number.

6.6.2 The physical address of the premises at which, or from which, any goods and/or services were supplied.

6.6.3 The date on which the transaction occurred.

6.6.4 A description of any goods and/or services supplied.

6.6.5 The unit price of any particular goods and/or services supplied.

6.6.6 The quantity of any particular goods and/or services supplied.

6.6.7 The total price of the transaction, before any applicable taxes.

6.6.8 The amount of any applicable taxes.

6.6.9 The total price of the transaction, including any applicable taxes.

6.6.10 When payment had been, or should be, made.

6.6.11 The manner in which payment should be effected and, where applicable, the banking details if an account must be settled by way of direct payment into a bank-account.

6.6.12 Interest (of 15,5% per annum) due on payments which are more than 30 calendar days in arrears; calculated as per Clause 5.4 above.

7. TRAINING, MAINTENANCE, AND ALTERATIONS

7.1 The Licensor will provide standard training and maintenance regarding the Software (including training and maintenance of updated or revised versions thereof) at time-intervals, to the extent- and against remuneration which the Parties should agree on in writing as set out in Annexure "B" hereto.

7.2 Any work in this regard which might from time to time be requested or deemed necessary by either Party *in addition* to the provisions of the latter Annexure:

7.2.1 will be required or suggested in writing by the Party initiating or requesting such work; and

7.2.2 will be preceded by a time- and cost estimation from the Licensor - the costs (if any) of preparing such estimation to be disclosed to the Licensee for the latter's pre-approval; and

7.2.3 will be commenced with only after the Licensee has approved such time- and cost estimation in writing; and

7.2.4 if it should transpire at any time that any applicable estimation would be exceeded, such fact will be communicated as soon as possible under the circumstances by the Licensor to the Licensee, for the latter's prior written authorisation.

7.3 The Licensee understands and accepts that the Software and all related services are, due to the nature of the industry it forms part of, subject to constant technological innovation and advances. For

this reason, and/or due to possible legislation and/or possible actions of other entities and/or possible indications of the Licensee itself – as might be relayed to the Licensor subsequent to the conclusion of this Agreement - the Licensor could update; revise; improve; modify or otherwise alter the Software (hereinafter collectively called "the Alterations") on the following basis:

7.3.1 The Licensor shall notify the Licensee in writing of pending Alterations not initiated by the Licensee.

7.3.2 Either Party shall have a right to reject Alterations not initiated by itself. In case the Licensee should reject any proposed Alteration, this shall be done by way of written notice to the Licensor to this effect and within a period of THREE calendar months after having been informed of pending Alterations. Furthermore, should the Licensee exercise such right of rejection, the Licensor shall not be compelled to continue after-sales service pertaining to unaltered Software for the duration of this Agreement. In this regard, the Licensee shall not have any claim or recourse whatsoever against the Licensor.

7.3.3 If the Licensee should opt to acquire Alterations not initiated by itself OR should the Licensee require Alterations of it's own accord and prior to the commencement of any such Alterations:

7.3.4 the said Alterations will be required or suggested in writing by the Party initiating or requesting such work; and

7.3.5 Alterations initiated by the Licensor shall be approved by the Licensee as per written notice accordingly to the Licensor within THREE calendar months after the Licensor's notification of pending Alterations; and

7.3.6 all Alterations will be preceded by a time- and cost estimation from the Licensor - the costs (if any) of preparing such

estimation to be disclosed to the Licensee for the latter's pre-approval; and

7.3.7 any Alterations will be commenced with only after the Licensee has approved such time- and cost estimation in writing; and

7.3.8 if it should transpire at any time that any applicable estimation would be exceeded, such fact will be communicated as soon as possible under the circumstances by the Licensor to the Licensee, for the latter's prior written authorisation.

8. QUALITY OF GOODS AND SERVICES

8.1 Material and services due in terms hereof will be delivered (subject to the provisions elsewhere herein) by qualified personnel within agreed periods of time as set out in the Annexures hereto; alternatively, within a reasonable time all relevant circumstances taken into account;

8.2 The Licensor shall, at it's own costs, correct or replace and/or provide substituting material necessary to remedy any error on the Software which is attributable to the Licensor – subject to the provisions of Clause 12 below;

8.3 If and when the Licensor might cease to carry on business for any reason, the Licensee shall be supplied with source code pertaining to the Software; to be kept by the Licensee in safe custody whilst observing all it's duties regarding confidentiality as set out elsewhere herein.

8.4 The Software shall be suitable for the purposes for which it is generally intended; of good quality; useable for a reasonable period of time (having regard to the applicable industry and technology and subject to the provisions of Clause 7.3 above); and comply with standards laid down in terms of applicable official and public South African regulations.

9. GENERAL OPERATION

9.1 The Licensee shall indicate a suitable location and suitable configuration items including (but not limited to) hardware, other software, and infrastructure required for complete installation and delivery of the Software by the Licensor. The Licensee shall have the aforementioned, meeting all requirements laid down by the Licensor, available on or before the agreed date of delivery - as will also be the case regarding accurate configuration information; so as to ensure a successful setting up of the system.

9.2 The Licensee shall identify and make available sufficiently competent personnel; to be trained for all tasks the Licensee should be able to perform and which would ensure that any goods and services purchased from the Licensor in terms of this Agreement, are utilized and operated correctly.

9.3 The Licensee will provide a suitably knowledgeable representative upon delivery of goods and services; who will thoroughly assess and confirm system-functionality upon delivery.

9.4 The Licensee shall follow all periodic- and other processes as might be prescribed by the Licensor in making use of the Software and Related Materials.

9.5 The Licensee shall keep all records as might be indicated by the Licensor and required for the proper functioning of the latter's product.

9.6 The Licensee shall update or edit system-data to match integration requirements, upon request of the Licensor.

9.7 The Licensee shall use the Software only on- or in conjunction with the equipment or system designated in the Annexures and/or otherwise prescribed by the Licensor.

9.8 The Licensee shall use the Related Material only in support of it's use of the Software; and furthermore only on the equipment or system designated by the Licensor.

10. INTELLECTUAL PROPERTY

10.1 All Intellectual Property rights pertaining to the Software, all additions thereto, all revisions thereof and Related Material, remain at all times with the Licensor.

10.2 No copy of the Software or Related Material shall at any time be created without prior written consent from the Licensor. If the latter should approve of the declared purpose for any such copies and the copies to be made, the ownership and Intellectual Property rights pertaining to any copy shall similarly vest in the Licensor as stated in Clause 10.1 above. The Licensor's pre-approval in this regard shall set out the nature, extent and numbers of copies to be created.

10.3 The Licensor warrants that it has the right to grant the Licensee a licence to use the Software in compliance with this Agreement.

11. CONFIDENTIALITY AND NON-DISCLOSURE

11.1 The Licensee shall not disclose Confidential Information at any time during which this Agreement might be in force and for a period of 2 (in words: TWO) years thereafter (irrespective of the circumstances of it's termination) to any other person; except if the Licensor should expressly and in writing consent thereto – the onus of proof in any given instance in this regard being on the Licensee.

11.2 The Licensee shall not howsoever utilise, adapt, translate, alter, re-arrange or reproduce the results of Confidential Information for it's own- and/or any other benefit, outside of it's use of the Software in terms of this Agreement.

11.3 The Licensee shall not alter or remove any details of ownership and/or Intellectual Property rights as might be indicated on any of the Software or related material; and always acknowledge same in the manner the Licensor might stipulate.

11.4 The Parties confirm that the said terms and conditions are completely justifiable and reasonable in view of the particular circumstances.

11.5 The Licensee shall inform all it's relevant employees, agents and managers of the provisions of this Clause and take any steps as might be necessary from time to time so as to ensure their compliance with the said terms and conditions.

11.6 At the termination of this Agreement for any reason whatsoever, the Software and Related Material will be returned to the Licensor immediately upon demand of the latter.

11.7 Should the Licensee not comply with any provisions of this Agreement, the Licensor shall be entitled to claim all damages, including indirect consequential damages, which it may suffer as a result; whilst holding any natural person relevant in this regard liable together with the Licensee, jointly and severally.

11.8 Incidental Information and Data and/or other data of the Licensee relating to the latter's use of the Software and/or its use of Related Material or generated by any such processes, to which the Licensor might have access at any stage, shall at all times remain the Licensee's private property and be treated confidential by the Licensor; who shall not disclose any of the aforementioned to any third party without the Licensee's prior written consent and/or the Licensor being legally obliged thereto in terms of relevant legislation.

12. LIABILITY

12.1 Liability the Licensor allegedly incurred in terms of Clause 8 of this Agreement, will be completely cancelled in case of:

12.1.1 human error on the part of anyone other than a staff-member of the Licensor, and/or

12.1.2 rectification or attempted rectification of any deficiency or supposed or alleged deficiancy pertaining to the Software by anyone other than a staff-member of the Licensor.

12.2 In case of reasonable suspicion regarding any of the above exclusion-grounds, the Licensor's liabilities will be suspended until an impartial, expert arbitrative probe into the circumstances had been completed according to the provisions of Clause 18 below.

12.3 The Licensee will utilise the Software at it's own risk, and under no circumstances will the Licensor be held liable by anyone for any damages of whatever nature, which may arise or allegedly arise from the Licensee's use of the Software. The Licensee herewith indemnifies the Licensor against any such possible claims by third parties.

13. UNDERTAKING UPON TERMINATION

Should this Agreement be cancelled for whatever reason, the Licensee shall return the Software including all copies thereof, and Related Material together with all copies thereof, to the Licensor.

14. CESSION, DELEGATION AND ASSIGNMENT

14.1 Neither Party shall delegate it's obligations in terms of this Agreement and any purported delegation in breach hereof shall be null and void.

14.2 The Licensee shall not cede or assign any of it's rights in terms of this Agreement to any third party.

15. NON-PERFORMANCE BEYOND CONTROL

Neither Party will be liable to the other for any delay in- or failure to perform it's obligations (other than the payment of money) as a result of any cause beyond it's reasonable control; including but not limited to any industrial dispute. If such delay or failure continues for 90 (NINETY) days or more, either Party will be entitled to terminate the Agreement by notice in writing.

16. SERVICE-ADDRESSES

16.1 The Parties select as their respective addresses for purposes of accepting any documentation, legal services or notices given in terms hereof, the following addresses:

16.1.1 The Licensor: PayDay House
382 Rossouw Street
MURRAYFIELD
Facsimilee: (012) 803 7734
PO/Box 75189
Lynnwood Ridge
0040

16.1.2 The Licensee: (physical address): The Municipal Manager

_____
_____
_____

Faximilee: _____

PO/Box: _____

_____

16.2 Each Party will be entitled from time to time to change it's above-mentioned details (by written notice to the other) to any other address within the Republic of South-Africa which is not a post office box or *poste restante*.

16.3 A notice will be presumed received -

16.3.1 if mailed by prepaid registered post: FIVE days after despatch thereof, to the last known postal and/or physical address, upon presentation of the relevant postal service confirmatory notice;

16.3.2 if delivered by hand: on the date as indicated together with a signature acknowledging receipt; and

16.3.3 if faxed: on the date indicated on the relevant faximilee-confirmation slip.

16.4 Notices in the course of business and not pertaining to breach or alleged breach of Agreement could be e-mailed to the following e-Mail addresses:

16.4.1 The Licensor: e-mail address of the Managing Director and/or Chief Executive Officer.

16.4.2 The Licensee: e-mail address of the person pre-authorised thereto, being _____

16.4.3 Notices mailed to the aforementioned e-Mail addresses would be, refutably, deemed to have been received upon electronic confirmation of transmission.

17. BREACH OF AGREEMENT

17.1 Should either Party commit a breach of this Agreement and fails to remedy same despite written demand from the aggrieved Party to do so within SEVEN days; the aggrieved Party shall be entitled to either cancel this Agreement or claim specific performance; with a claim for damages according to the provisions elsewhere in this Agreement. After the period of SEVEN days mentioned above, the Licensor shall also be entitled to discontinue forthwith the delivery of any goods and/or services.

17.2 In case of non-compliance with Clause 6.4, the Licensor shall additionally have a claim for damages pertaining to loss of goodwill and/or business and/or reputation; such damages being forseeable with regard to the nature, scope and industry pertaining to the goods and services involved in this Agreement.

17.3 All claims by the Parties in terms of this Agreement shall be referred to arbitration as stipulated in Clause 18 below.

17.4 Should the Licensee not comply with any provisions of this Agreement, the Licensor shall be entitled to claim all damages, including indirect consequential damages, which it may suffer as a result; whilst holding any natural person relevant in this regard liable together with the Licensee, jointly and severally.

18. ARBITRATION

18.1 Disputes relating to this Agreement will be resolved by arbitration.

18.2 This Clause shall be severable from all the other Clauses in this Agreement; and shall remain in force despite the termination of- or invalidity for any reason of this Agreement or any part of it.

18.3 The arbitration will be performed by a person or maximum three persons; all being acceptable to all the Parties; qualified and experienced in the field of the dispute. Failing agreement between the Parties regarding the appointment of arbitrators, same shall be appointed by AFSA and the latter's decision will be final.

18.4 The arbitration will be performed according to the rules, at the time, and at the place as agreed on between the Parties and, failing agreement between them regarding any aspect of arbitration, according to the decision of AFSA, which will be final and binding on the Parties.

18.5 The arbitrator shall give written reasons for his award, and such award shall be final and binding without being appealable; but could be referred to a court with competent jurisdiction to be reviewed.

18.6 The costs of arbitration will be borne by the Party against whom is essentially decided; including attorney-and-own-client costs, as might be assessed by AFSA or under supervision of the Law Society of the province in which the arbitration took place.

18.7 The arbitrator may make such awards, whether interim, provisional or final as he may consider appropriate and permissable in terms of this Agreement; including declaratory orders, interdicts, awards for specific performance, restitution, interest and security for costs or restitution. The provisions of this Clause will not preclude any Party from obtaining urgent relief and/or an interdict in a competent court of law.

18.8 The arbitrator shall have full and unrestricted powers in relation to the arbitration; provided that the Licensor shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect

damages - whether based on lost revenue or otherwise. In no event shall the Licensor's liability hereunder exceed the amount of the last annual license fee paid by the Licensee, regardless of the legal basis of any claim against the Licensor and howsoever related to this Agreement.

19. GENERAL

19.1 This document together with the Annexures hereto constitutes the entire Agreement between the Parties, who will have no rights or obligations other than those set out herein.

19.2 No alteration or addition hereto will have any force or effect unless reduced to writing and signed by duly authorised representatives of the Parties as well as at least two witnesses.

19.3 No agent, employee or representative of either Party will have the authority to bind such Party to any affirmation, representation or warranty and, unless such is specifically included within this written Agreement or a properly signed Annexure, it shall not have any force or effect.

19.4 No relaxation or indulgence shall howsoever prejudice the rights of the indulging Party.

19.5 Headings are inserted herein solely for purposes of convenience, and shall not howsoever be taken into account at the interpretation hereof.

19.6 Unless the context clearly indicates otherwise, a reference in the singular shall include the plural and conversely; similarly, a reference in any one gender shall include the other gender.

19.7 This Agreement shall be adjudicated in accordance with the Laws of the Republic of South-Africa.

19.8 The Parties confirm that neither the Software, nor any part thereof, nor any other materials and/or services which may have been delivered or howsoever be relevant to this Agreement, can or would be classified as unsolicited goods or services.

19.9 The Parties confirm that all notices, documentation (including this Agreement), visual representations and all and any other materials

produced by the Licensor pertaining to this Agreement, had been in plain language and completely understood.

19.10 The Licensee declares itself completely satisfied with the Licensor's standards of marketing.

19.11 The Parties declare themselves satisfied that no term or condition in this Agreement is unfair, unreasonable, unjust or inequitable.

19.12 The Lisensee declares itself fully aware of- and satisfied with the terms and conditions in this Agreement regarding the Parties' risk and liabilities.

19.13 Any reference to the content of the Consumer Protection Act, No. 68 of 2008 in this Agreement is made entirely without prejudice to the Licensor; and specifically, it is made without explicitly or tacitly extending the provisions and regulations of the said Act to this Agreement in any instance where the latter would be excluded from the scope of the Act by law.

19.14 If any term or condition in this Agreement should be found to- or should become incompatible with any relevant legislation or regulation currently promulgated or which might be promulgated in future, such contractual term or condition would be completely severable from the rest of the Agreement, which shall continue to be in full force and effect.

19.15 The Licensee warrants that expenditures and payments due to the Licensor upon conclusion of this Agreement, are incurred in terms of an approved budget and within the limits of the relevant amounts appropriated, as required by- and further described in Sections 15 and 100 of the Act.

19.16 The Licensee warrants that, in any instance of goods and services to be rendered under this Agreement being classified as a "capital project" as referred to in Section 19 of the Act, the rendering of such goods and services in terms of this Agreement had been approved by the Council.

19.17 Should funds to the Licensee from the National Treasury and/or Provincial- and/or National levels of Government be terminated for whatever reason, the Licensor shall be notified of such fact in writing by

the Licensee without delay. The same shall apply, if and where applicable, steps would be taken in case of a Municipality and/or Municipal Entity experiencing serious or persistent financial problems as envisaged in Section 109 of the Act or a similar stipulation; and in case of provincial interventions in terms of Section 136 of the Act.

19.18 The Licensee, by way of it's Accounting Officer amongst others, confirms that it is sufficiently familiar with the Software so as to find that it completely fulfil the requirements of Sections 65, 66 and 99 of the Act; being an effective system of expenditure control including an effective system of expenditure control on staff benefits - as described in further detail in the aforesaid Sections of the Act.

19.19 The Licensee confirms that the conclusion of this Agreement conforms in all respects to it's supply chain management system and any related framework; as described in Section 112 and elsewhere of the Act; furthermore, that the conclusion of this Agreement is not the result of any "unsolicited bid" as described in Section 113 of the Act.

20. AUTHORISATION

The natural person(s) signing this Agreement on behalf of the Licensee confirm by his/her signature hereto that he/she is duly authorised to do so.

THUS DONE AND SIGNED BY THE LICENSEE AT _____
(place) ON THIS ____ DAY OF_____ 20___.

_____

Signed on behalf of the Licensee, as Municipal Manager duly authorised thereto.
(Full names in printed letters:_____)
AS WITNESSES:

1. .....

2. .....

THUS DONE AND SIGNED BY THE LICENSOR AT Pretoria
(place) ON THIS 14 DAY OF February 20 13

_____

Signed on behalf of the Licensor, duly authorised thereto.
(Full names in printed letters: Nigel Paul Bird)
Capacity: Representative of PayDay Software Systems (Pty)Ltd, as Chief Executive Officer AS
WITNESSES:

1. .....Leonard.....

2. .....

ANNEXURE "A": Modules, Services purchased and Fees.

PayDay
Software Systems Pty Ltd

PAYDAY SOFTWARE SYSTEMS (PTY) LTD

PO BOX 75189
LYNNWOOD RIDGE
0040

382 ROSSOUW STREET
MURRAYFIELD
0184

Tax Invoice

Date	01/11/2017
Page	1
Document No	INA43570

WATERBERG DISTRICT MUNICIPALITY
P/BAG X 1018
NYLSTROOM
0510

Tel: (012) 803 7730
Fax: (012) 803 7734
E-mail: payday@payday.co.za
Web: www.payday.co.za
Co Reg.: 2006/010098/07
VAT Nr.: 4850106677

Account	Your Reference	Vat Reference	
WAT01		4270112842	Exclusive

Code	Description	Disc%	Tax	Nett Price
1001201	PayDay Annual Licence Fee		14.00%	32,032.00
1001202	Employment Equity Module Annual Licence Fee		14.00%	2,853.00
1001204	HR Module Annual Licence Fee		14.00%	8,725.00
1001208	Skills Module Annual Licence Fee		14.00%	4,495.00
1001209	General Ledger Annual Licence Fee		14.00%	2,816.00
1001210	Application Multi User Licence Fee		14.00%	12,564.00
1001212	Leave Module Annual Licence Fee		14.00%	6,440.00
1001213	Post Module Annual Licence Fee		14.00%	3,419.00
1001215	Employment Self Service Annual Licence Fee		14.00%	5,932.00
1001227	WSP Module Annual Licence Fee		14.00%	1,851.00
1001226	Runtime Annual Maintenance		14.00%	13,670.00

* March 2018 to February 2019 *

KINDLY NOTE: 2 % Discount if paid before 31 December 2017. If deposit is made directly into PayDay's bank account, the reference should be your Company name or Account number.

First National Bank
Lynnwood (252-045)
Acc./Rek. No.: 62190292195

* PLEASE NOTE THAT INVOICES ARE PAYABLE ON PRESENTATION *

Sub Total		94,797.00
Discount @	0.00%	0.00
Amount Excl Tax		94,797.00
Tax		13,271.58
Total		108,068.58

ANNEXURE "B": Schedules towards Training and Consultation towards Maintenance of Systems.

382 Rossouw Street, Murrayfield, 0814
P. O. Box 75189, Lynnwood Ridge, 0040
Tel: (012) 803 7730
Fax: (012) 803 7734 / 086 502 7007
Email: payday@payday.co.za

Since 1989
Co. Reg. No.: 2006/010098/07
VAT No.:4850106677

PayDay
Software Systems (Pty) Ltd

SCHEDULE TOWARDS TRAINING AND CONSULTATION FOR MAINTAINING THE SYSTEM (excl. VAT)

Payroll Training:			
Course name:	Duration:	PayDay Training Venue:	Regional Training:
Principals of Payroll	3 days	R4 420.00	R5 220.00
Basic Report Writer	2 days	R2 860.00	R3 660.00
Tax Calculation	2 days	R2 860.00	R3 660.00
Payroll Refresher	2 days	R2 860.00	R3 660.00
Formula Writing	1 day	R1 925.00	R2 725.00

Human Resources Training:			
Course name:	Duration:	PayDay Training Venue:	Regional Training:
Leave Module	2 days	R2 860.00	R3 660.00
Basic Report Writer	2 days	R2 860.00	R3 660.00
HR Module	1 day	R1 925.00	R2 725.00
Employment Equity Module	1 day	R1 925.00	R2 725.00
Skills Module	1 day	R1 925.00	R2 725.00
Post Module	1 day	R1 925.00	R2 725.00
ESS Training	1 day	R1 925.00	R2 725.00

Other Training:			
Course name:	Duration:	PayDay Training Venue:	Regional Training:
Systems Admin	2 days	R4 680.00	R5 480.00
mSCOA	1 day	R2 370.00	R3 170.00

CONSULTATION AND INSTALLATION:

Consultation, travel time and all logistical costs to be billed at the service provider's quoted rate.

PROGRAM CHANGES:

All prices quoted above are for standard modules. Any changes to standard programs will be subject to a quote. The various modules come standard with reports. Any additional reports that will be created with the report writer by PayDay's staff will be charged at the current rate.

When a report may require a program, a quotation will be forwarded.

Chief Executive Officer: Nigel P. Bird
Directors: Tessa Venter (Financial); Engela E. Bird (Human Resources)
www.payday.co.za

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PayDay
Software Systems (Pty) Ltd

PAYDAY MUNICIPAL PAYSLIP PRICING

CODE	DESCRIPTION	QTY	PRICE
P3	Security Payslips	750	R1 120.00
P7	Municipality Payslips	750	R1 280.00
	Confidential Laser payslips	500	R 875.00
	Confidential Laser Payslips	1000	R1 350.00
	Dot Matrix Continuous IRP5's	2000	R 700.00
	Dot Matrix Continuous IRP5's	1000	R 380.00
	Dot Matrix Continuous IRP5's	500	R 270.00
	Laser IRP5's	1000	R 385.00
	Laser IRP5's	500	R 260.00

Please Note:

1. Prices are exclusive of VAT
2. Prices exclude all courier costs.

Chief Executive Officer: Nigel P. Bird
Directors: Tessa Venter (Financial); Engela E. Bird (Human Resources)
www.payday.co.za

ANNEXURE "C": Resolution by Licensor.

382 Rossouw Street, Murrayfield, 0614
P. O. Box 75189, Lynnwood Ridge, 0040
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Since 1989
Co. Reg. No.: 2006/010098/07
VAT No.:4850106677

PayDay®
Software Systems (Pty) Ltd

RESOLUTION

adopted by the directors of

PayDay Software Systems (Pty) Ltd

Registration number 2006/010098/07
(hereinafter called "PayDay")

It is herewith resolved that

NIGEL PAUL BIRD in capacity as CEO
(hereinafter called "the Representative")

Be granted full and unrestrained powers to act on behalf of PayDay in terms of the conclusion of standard business agreements by PayDay and, specifically: to enter into-, carry on- and finalize all negotiations leading up to the conclusion of such standard agreements;
to bind PayDay to the terms and conditions which are contained in such standard agreements;
to sign such standard agreements as well as all annexures which it may contain on behalf of PayDay;
and, generally for effecting the purpose aforesaid: to do or cause to be done whatever shall be requisite, as fully and effectually, for all intent and purpose as we could have done if personally present and acting herein;
hereby ratifying, allowing and confirming and we further more promise to ratify, allow and confirm all and whatsoever the said Representative shall lawfully do or cause to be done, by virtue of these present.

THUS DONE AND SIGNED AT PRETORIA ON THIS 13 DAY OF MAY 2015

AS WITNESSES:

Tessa Venter
Witness

VENTER
Signed:

E E Bird
Witness

E Bird
Signed:

SARS

Tax Clearance Certificate Number:
0700/2/2017/A001438779

Tax Clearance Certificate - Good Standing

Enquiries
0800 00 SARS (7277)
Approved Date
2017-11-07
Expiry Date
2018-11-07

Company registration number	2006/010098/07
Income Tax	9464281840 PAY-DAY SOFTWARE SYSTEMS
VAT	4850106677 PAY-DAY SOFTWARE SYSTEMS
PAYE	7750712863 PAY-DAY SOFTWARE SYSTEMS
Trading Name	PAYDAY SOFTWARE SYSTEMS

It is hereby confirmed that, on the basis of the information at the disposal of the South African Revenue Service (SARS), the above-mentioned taxpayer has complied with the requirements as set out in the Tax Administration Act.

This certificate is valid until the expiry date reflected above, subject to the taxpayer's continued tax compliance. To verify the validity of this certificate, contact SARS through any of the following channels:

- via eFiling
- by calling the SARS Contact Centre
- at your nearest SARS branch

This certificate is issued in respect of the taxpayer's tax compliance status only, and does not address any other aspect of the taxpayer's affairs.

This certificate is issued free of charge by SARS

ANNEXURE C

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative: Nigel Paul Bird

3.2 Identity Number: 740611 5296 086

3.3 Position occupied in the Company (director, trustee, hareholder[2]): CEO

3.4 Company Registration Number: 2006/010098/07

3.5 Tax Reference Number: 9464028140

3.6 VAT Registration Number: 4850106677

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? YES / ~~NO~~

3.8.1 If yes, furnish particulars. .....

.....

[1]MSCM Regulations: "In the service of the state" means to be –
(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

[2] Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? .....YES / ~~NO~~

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ..... YES / ~~NO~~

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / ~~NO~~

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / ~~NO~~

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? YES / ~~NO~~

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. YES / ~~NO~~

3.14.1 If yes, furnish particulars:

.....

.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number
Desre Solms	6305110165088	N/A
Nigel Paul Bird	7406115296086	N/A
Jan Engelbrecht	5912125010083	N/A

Signature

26-01-2018
Date

CEO
Capacity

Paycloy Software Systems (Pty) LTD
Name of Bidder

MASTER AGREEMENT
(local government)

entered into between

PAYDAY SOFTWARE SYSTEMS (PTY)LTD
registration number: 2006/010098/07
(hereinafter referred to as "the Licensor")

and

Waterberg District Municipality
(hereinafter referred to as "the Licensee")

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ANNEXURE "A": Modules, Services purchased and Fees.

ANNEXURE "B": Schedules towards Training and Consultation towards Maintenance of Systems.

ANNEXURE "C": Resolution by Licensor.

1. DEFINITIONS

1.1 "**Software**" shall mean computer programme-software being the property of the Licensor as listed in Annexure "A" hereto; including possible updates thereof and related material.

1.2 "**Related Material**" shall mean technical data such as (but not limited to-) manuals, flow charts, logic diagrams, print-outs and listings provided by the Licensor to end-users in connection with the licensed Software.

1.3 "**use**" shall mean entering or copying the Software or any portion thereof into a system or machine and/or transmitting such data for processing thereof in any way; so as to perform an information-technological function in the payroll- and human resources environments.

1.4 "**the/this Agreement**" means the agreement set out in this document together with all Annexures hereto; and the Parties agree that the latter will form part of this document as if integrated herein.

1.5 "**the Effective Date**" shall be 01 March 2021; being the date on which this Agreement comes or came into full force and effect, irrespective of the date of signature of this document by any Party.

1.6 "**Intellectual Property**" means all patents; trade marks; designs; copyright; source codes; inventions; trade secrets; and generally all information, technology and knowledge in the field of Information Technology other than that which is generally known and/or applied in the said field (irrespective of the fact that all or any of the aforesaid may be registered or not; or being capable of registration or not).

1.7 "**license**", as well as all it's flectional forms, means the right to use the Software on the terms and conditions stipulated in this

Agreement and shall NOT refer to any allowance in favour of the Licensee or anybody else regarding rights to Intellectual Property.

1.8 **"a Party"** shall refer to the Licensor or the Licensee and **"the Parties"** shall refer to both of them. Natural persons who might have interests in either of them as directors, shareholders, members, employees, agents, trustees, etc. shall be included in the term "Party" only where this Agreement deals with the Parties' obligations pertaining to confidentiality and Intellectual Property rights.

1.9 **"Confidential Information"** shall refer to Intellectual Property pertaining to products developed by the Licensor including, but not necessarily limited to, the Software; and including any information which causes unfair competition as defined in South African Law.

1.10 **"Incidental Information and Data"** means any information and data pertaining to individuals, groups of individuals, legislation, terms and conditions of employment, and/or any other information peculiarly relevant to the Licensee in terms of it's utilisation of the Licensor's products and services.

1.11 **"AFSA"** means the Arbitration Foundation of Southern Africa, or it's successor in title.

1.12 **"the Act"** means the Municipal Finance Management Act, No. 56 of 2003.

1.13 **"Council"** means the council excercising governance over the Licensee.

1.14 **"Municipality"** and **"Municipal Entity"** means, respectively, the municipality (as defined by the Act) and the municipal entity (as defined by the Act) which may constitute the Licensee.

1.15 **"Accounting Officer"** means the accounting officer of the Licensee including, if and where applicable, the accounting officer of both the Municipality and the Municipal Entity.

2. LICENSE

2.1 A non-transferable and non-exclusive license to use the Software, limited in accordance with- and upon the further terms and conditions contained in this Agreement, is hereby granted by the Licensor to the Licensee.

2.2 In the event of the Parties having concluded such an agreement previously, which agreement might still be in force as at the Effective Date, such agreement is superseded and replaced by this Agreement as from the Effective Date.

3. SCOPE OF LICENSE

3.1 The Licensee shall not use, print, copy or display the Software and/or Related Material in any way; except as is expressedly provided for in this Agreement.

3.2 A separate license will be required for each item of equipment or system on which the Software will be used, but the Licensee is authorised to use the Software on a back-up system - as specifically designated in Annexure "A" hereto - should the primary system be temporarily out of order; until such time as the operable-status is restored and processing on the back-up system is completed.

3.3 Each such additional license for Software and Related Material requires an Agreement supplement, signed by both Parties.

4. DURATION

The license shall be effective from the Effective Date and this Agreement shall remain in force until:

4.1 either Party might breach any term of this Agreement and fails to remedy such breach within 14 (FOURTEEN) calendar days after receipt of a written notice from the other Party calling upon it to do so; or

4.2 either Party might be liquidated (either provisionally or finally) or be placed under judicial management; or

4.3 either Party might perform any act of insolvency (including, in case of the Licensee, an application for a stay of legal proceedings or an application for extraordinary relief as described in Sections 152 and 153 of the Act); or

4.4 for a period of 36 (THIRTY SIX) months, calculated from the Effective Date.

5. LICENSE FEE

5.1 The Licensee shall pay the Licensor the amount stated in Annexure "A" hereto, for the right to use the Software. The said amount shall be payable as long as this Agreement is in force; free of any set-off or deductions and irrespective of the extent to which the Software might actually have been utilised in any given period or possible problems incurred in this regard.

5.2 The Parties agree on fees and tariffs with regard to maintenance, installation, run-time, after-sales consultation fees, telephonic support, training and updates as set out in Annexure "B" hereto and further according to the provisions of Clause 7 below.

5.3 The Licensor shall have the right to increase it's costs and fees with 10% (TEN PERCENT) in any given calendar-year; PROVIDED that, should the national Consumer Price Index ("CPI" for all items, as declared by Statistics South Africa or such body as may officially declare the South African CPI from time to time) be of a higher percentage than 10% in any given year, the Licensor may increase it's costs and fees for the following year with such CPI-percentage plus 5% (FIVE PERCENT).

5.4 All payments due to the Licensor will be made immediately upon rendering of an account. If payment of any account is outstanding

for more than 30 (THIRTY) calendar days, such account shall bear interest at 15,5 % per annum; calculated from the date the account had been received (or is deemed to have been received according to Clauses 18.3 and 18.4 below) up until the date on which full payment is reflected in the Licensor's account.

5.5 A certificate signed by the Chief Executive Officer or Managing Director of the Licensor, stating the amount of monies contractually due and payable by the Licensee to the Licensor and/or stating any related costs, charges or expenses which comprise the full amount of a claim in favour of the Licensor in terms of this Agreement, shall be admissible in arbitration-proceedings or any court of law and constitute proof of the contents thereof as a liquid document, for purposes of summary judgement or provisional sentence.

5.6 The Licensee shall not issue any guarantee in stead of making any payments due in terms of this Agreement and; If a guarantee is tendered according to the provisions of Section 50 of the Act, the Licensor shall have an option to continue with this Agreement, alternatively, to reject the offer of a guarantee and terminate this Agreement.

6. DELIVERY, RECORDS OF TRANSACTIONS AND RISK

6.1 The Software will be delivered and installed by the Licensor:

6.1.1 on or before_____ (date);

6.1.2 at the following address (or addresses):

_____

_____

ALTERNATIVELY: The Parties record that the Software had been installed already to the satisfaction of the Licensee (strike out whichever is not applicable).

6.1.3 Upon receipt of the Software as mentioned in Clause 6.1.1 above (if applicable), such fact shall be acknowledged by the Licensee in writing.

6.1.4 In lieu of a written statement to the contrary (as contemplated in Clause 6.2) by the Licensee, the latter shall be deemed to have received all and any material and/or services due by the Licensor in terms hereof in good order upon delivery thereof as stated above.

6.2 Should material and/or services due from the Licensor not be delivered in a satisfactory condition or at all, this shall be communicated by the Licensee to the Licensor in writing within 40 (FOURTY) business-days after delivery or after the supposed date of delivery (as the case may be – the said period of FOURTY business days being a reasonable opportunity for the Licensee to ascertain whether it is satisfied with the Software in all and any respects). Such notice to the Licensor shall be directed to the address of the latter as indicated in Clause 16 below; and the Licensor shall acknowledge receipt thereof per letter to the Licensee. After receipt of such notice, the Licensor shall rectify any failed deliveries or deficiencies (should the Licensor find same to be the case) as soon as might reasonably be possible under the circumstances.

6.3 If (at any time since delivery but within the duration of this Agreement) the Licensee should be dissatisfied with the Software in any way, it will notify the Licensor in writing of such fact - together with all relevant particulars thereof - without delay. Upon receipt of such notice, the Licensor will conduct an investigation as soon as might be reasonably possible under the circumstances; after which a written report of it's findings will be forwarded to the Licensee. If and when further action should be deemed necessary by the Licensor, such action:

6.3.1 will be preceded by a time-estimation (and, if applicable, a cost-estimation) from the Licensor - the costs (if any) of preparing such estimations to be disclosed to the Licensee for the latter's pre-approval; and

6.3.2 will be commenced with only after the Licensee has approved such action as well as time- and cost estimations in writing; and

6.3.3 if it should transpire at any time that any applicable estimation would be exceeded, such fact will be communicated as soon as possible under the circumstances by the Licensor to the Licensee, for the latter's prior written authorisation.

6.4 No Party shall publicise or co-operate in the publication of any communication pertaining to any situation in the aforementioned regard to any third party, prior to the finalisation of all possible proceedings and process as set out in Clause 20 below.

6.5 All risk pertaining to any material supplied by the Licensor, shall pass to the Licensee immediately upon delivery of same to the Licensee.

6.6 The Licensor will provide the Licensee with a written record regarding each individual transaction performed in terms of this Agreement; which written record shall include at least the following information:

6.6.1 The Licensor's registered business name and VAT-registration number.

6.6.2 The physical address of the premises at which, or from which, any goods and/or services were supplied.

6.6.3 The date on which the transaction occurred.

6.6.4 A description of any goods and/or services supplied.

6.6.5 The unit price of any particular goods and/or services supplied.

6.6.6 The quantity of any particular goods and/or services supplied.

6.6.7 The total price of the transaction, before any applicable taxes.

6.6.8 The amount of any applicable taxes.

6.6.9 The total price of the transaction, including any applicable taxes.

6.6.10 When payment had been, or should be, made.

6.6.11 The manner in which payment should be effected and, where applicable, the banking details if an account must be settled by way of direct payment into a bank-account.

6.6.12 Interest (of 15,5% per annum) due on payments which are more than 30 calendar days in arrears; calculated as per Clause 5.4 above.

7. TRAINING, MAINTENANCE, AND ALTERATIONS

7.1 The Licensor will provide standard training and maintenance regarding the Software (including training and maintenance of updated or revised versions thereof) at time-intervals, to the extent- and against remuneration which the Parties should agree on in writing as set out in Annexure "B" hereto.

7.2 Any work in this regard which might from time to time be requested or deemed necessary by either Party *in addition* to the provisions of the latter Annexure:

7.2.1 will be required or suggested in writing by the Party initiating or requesting such work; and

7.2.2 will be preceded by a time- and cost estimation from the Licensor - the costs (if any) of preparing such estimation to be disclosed to the Licensee for the latter's pre-approval; and

7.2.3 will be commenced with only after the Licensee has approved such time- and cost estimation in writing; and

7.2.4 if it should transpire at any time that any applicable estimation would be exceeded, such fact will be communicated as soon as possible under the circumstances by the Licensor to the Licensee, for the latter's prior written authorisation.

7.3 The Licensee understands and accepts that the Software and all related services are, due to the nature of the industry it forms part

of, subject to constant technological innovation and advances. For this reason, and/or due to possible legislation and/or possible actions of other entities and/or possible indications of the Licensee itself – as might be relayed to the Licensor subsequent to the conclusion of this Agreement - the Licensor could update; revise; improve; modify or otherwise alter the Software (hereinafter collectively called "the Alterations") on the following basis:

7.3.1 The Licensor shall notify the Licensee in writing of pending Alterations not initiated by the Licensee.

7.3.2 Either Party shall have a right to reject Alterations not initiated by itself. In case the Licensee should reject any proposed Alteration, this shall be done by way of written notice to the Licensor to this effect and within a period of THREE calendar months after having been informed of pending Alterations. Furthermore, should the Licensee exercise such right of rejection, the Licensor shall not be compelled to continue after-sales service pertaining to unaltered Software for the duration of this Agreement. In this regard, the Licensee shall not have any claim or recourse whatsoever against the Licensor.

7.3.3 If the Licensee should opt to acquire Alterations not initiated by itself OR should the Licensee require Alterations of it's own accord and prior to the commencement of any such Alterations:

7.3.4 the said Alterations will be required or suggested in writing by the Party initiating or requesting such work; and

7.3.5 Alterations initiated by the Licensor shall be approved by the Licensee as per written notice accordingly to the Licensor within THREE calendar months after the Licensor's notification of pending Alterations; and

7.3.6 all Alterations will be preceded by a time- and cost estimation from the Licensor - the costs (if any) of preparing such estimation to be disclosed to the Licensee for the latter's pre-approval; and

7.3.7 any Alterations will be commenced with only after the Licensee has approved such time- and cost estimation in writing; and

7.3.8 if it should transpire at any time that any applicable estimation would be exceeded, such fact will be communicated as soon as possible under the circumstances by the Licensor to the Licensee, for the latter's prior written authorisation.

8. QUALITY OF GOODS AND SERVICES

8.1 Material and services due in terms hereof will be delivered (subject to the provisions elsewhere herein) by qualified personnel within agreed periods of time as set out in the Annexures hereto; alternatively, within a reasonable time all relevant circumstances taken into account;

8.2 The Licensor shall, at it's own costs, correct or replace and/or provide substituting material necessary to remedy any error on the Software which is attributable to the Licensor – subject to the provisions of Clause 14 below;

8.3 If and when the Licensor might cease to carry on business for any reason, the Licensee shall be supplied with source code pertaining to the Software; to be kept by the Licensee in safe custody whilst observing all it's duties regarding confidentiality as set out elsewhere herein.

8.4 The Software shall be suitable for the purposes for which it is generally intended; of good quality; useable for a reasonable period of time (having regard to the applicable industry and technology and subject to the provisions of Clause 7.3 above); and comply with standards laid down in terms of applicable official and public South African regulations.

9. GENERAL OPERATION

9.1 The Licensee shall indicate a suitable location and suitable configuration items including (but not limited to) hardware, other software, and infrastructure required for complete installation and delivery of the Software by the Licensor. The Licensee shall have the aforementioned, meeting all requirements laid down by the Licensor, available on or before the agreed date of delivery - as will also be the case regarding accurate configuration information; so as to ensure a successful setting up of the system.

9.2 The Licensee shall identify and make available sufficiently competent personnel; to be trained for all tasks the Licensee should be able to perform and which would ensure that any goods and services purchased from the Licensor in terms of this Agreement, are utilized and operated correctly.

9.3 The Licensee will provide a suitably knowledgeable representative upon delivery of goods and services; who will thoroughly assess and confirm system-functionality upon delivery.

9.4 The Licensee shall follow all periodic- and other processes as might be prescribed by the Licensor in making use of the Software and Related Materials.

9.5 The Licensee shall keep all records as might be indicated by the Licensor and required for the proper functioning of the latter's product.

9.6 The Licensee shall update or edit system-data to match integration requirements, upon request of the Licensor.

9.7 The Licensee shall use the Software only on- or in conjunction with the equipment or system designated in the Annexures and/or otherwise prescribed by the Licensor.

9.8 The Licensee shall use the Related Material only in support of it's use of the Software; and furthermore only on the equipment or system designated by the Licensor.

10. CANCELLATION OF APPOINTMENTS

Subject to applicable South African legislation, the Licensor holds the right to - in its sole discretion – to charge the Licensee all the quoted expenses the Licensor would have incurred when the client cancels a confirmed appointment within less than 10 (TEN) working days notice albeit due to unforeseen circumstances caused by but not limited to events such as load shedding and or any other vis major.

11. CLIENT SPECIFIC SERVICE REQUESTS

The Licensee agrees to indemnify and hold harmless the Licensor from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, to the extent caused by or arising out of or relating to a service specifically requested by the Licensee, which service does not fall within the Licensor's current offering / scope of work / normal cycle. The Licensee also assumes all responsibility to ensure that such service is functional and efficient for the purpose it was requested and inform the Licensor if not.

12. INTELLECTUAL PROPERTY

12.1 All Intellectual Property rights pertaining to the Software, all additions thereto, all revisions thereof and Related Material, remain at all times with the Licensor.

12.2 No copy of the Software or Related Material shall at any time be created without prior written consent from the Licensor. If the latter should approve of the declared purpose for any such copies and the copies to be made, the ownership and Intellectual Property rights pertaining to any copy shall similarly vest in the Licensor as stated in Clause 12.1 above. The Licensor's pre-approval in this regard shall set out the nature, extent and numbers of copies to be created.

12.3 The Licensor warrants that it has the right to grant the Licensee a licence to use the Software in compliance with this Agreement.

13. CONFIDENTIALITY AND NON-DISCLOSURE

13.1 The Licensee shall not disclose Confidential Information at any time during which this Agreement might be in force and for a period of 2 (In words: TWO) years thereafter (irrespective of the circumstances of it's termination) to any other person; except if the Licensor should expressly and in writing consent thereto – the onus of proof in any given instance in this regard being on the Licensee.

13.2 The Licensee shall not howsoever utilise, adapt, translate, alter, re-arrange or reproduce the results of Confidential Information for it's own- and/or any other benefit, outside of it's use of the Software in terms of this Agreement.

13.3 The Licensee shall not alter or remove any details of ownership and/or Intellectual Property rights as might be indicated on any of the Software or related material; and always acknowledge same in the manner the Licensor might stipulate.

13.4 The Parties confirm that the said terms and conditions are completely justifiable and reasonable in view of the particular circumstances.

13.5 The Licensee shall inform all it's relevant employees, agents and managers of the provisions of this Clause and take any steps as might be necessary from time to time so as to ensure their compliance with the said terms and conditions.

13.6 At the termination of this Agreement for any reason whatsoever, the Software and Related Material will be returned to the Licensor immediately upon demand of the latter.

13.7 Should the Licensee not comply with any provisions of this Agreement, the Licensor shall be entitled to claim all damages, including indirect consequential damages, which it may suffer as a

result; whilst holding any natural person relevant in this regard liable together with the Licensee, jointly and severally.

13.8 Incidental Information and Data and/or other data of the Licensee relating to the latter's use of the Software and/or its use of Related Material or generated by any such processes, to which the Licensor might have access at any stage, shall at all times remain the Licensee's private property and be treated confidential by the Licensor; who shall not disclose any of the aforementioned to any third party without the Licensee's prior written consent and/or the Licensor being legally obliged thereto in terms of relevant legislation.

14. LIABILITY

14.1 Liability the Licensor allegedly incurred in terms of Clause 8 of this Agreement, will be completely cancelled in case of:

14.1.1 human error on the part of anyone other than a staff-member of the Licensor, and/or

14.1.2 rectification or attempted rectification of any deficiency or supposed or alleged deficiancy pertaining to the Software by anyone other than a staff-member of the Licensor.

14.2 In case of reasonable suspicion regarding any of the above exclusion-grounds, the Licensor's liabilities will be suspended until an impartial, expert arbitrative probe into the circumstances had been completed according to the provisions of Clause 21 below.

14.3 The Licensee will utilise the Software at it's own risk, and under no circumstances will the Licensor be held liable by anyone for any damages of whatever nature, which may arise or allegedly arise from the Licensee's use of the Software. The Licensee herewith indemnifies the Licensor against any such possible claims by third parties.

15. UNDERTAKING UPON TERMINATION

Should this Agreement be cancelled for whatever reason, the Software will remain available for record-purposes only; without being supported by the Licensor in any way.

16. RESTRAINT OF TRADE

The Client/Council and PayDay, on behalf of their subsidiaries or related businesses, mutually agree that they will not solicit / employ, in any capacity whatsoever, including as Independent contractors, the employees of either party during the term of the agreement and for a period of twenty-four (24) months after the date of termination of the agreement. Should any party breach this undertaking, it may enforce applicable restraint or other rights arising out the employment relationship and further reserves the right to seek recourse against the other party.

17. CESSION, DELEGATION AND ASSIGNMENT

17.1 Neither Party shall delegate it's obligations in terms of this Agreement and any purported delegation in breach hereof shall be null and void.

17.2 The Licensee shall not cede or assign any of it's rights in terms of this Agreement to any third party.

18. NON-PERFORMANCE BEYOND CONTROL

Neither Party will be liable to the other for any delay in- or failure to perform its obligations (other than the payment of money) as a result of any cause beyond its reasonable control; including but not limited to any industrial dispute. If such delay or failure continues for 90 (NINETY) days or more, either Party will be entitled to terminate the Agreement by notice in writing.

19. SERVICE-ADDRESSES

19.1 The Parties select as their respective addresses for purposes of accepting any documentation, legal services or notices given in terms hereof, the following addresses:

19.1.1 The Licensor: PayDay House
382 Rossouw Street
MURRAYFIELD
Facsimile: (012) 803 7734
PO/Box 75189
Lynnwood Ridge
0040

19.1.2 The Licensee: (physical address): The Municipal Manager

_____

_____

_____

Facsimile: _____

PO/Box: _____

_____

19.2 Each Party will be entitled from time to time to change it's above-mentioned details (by written notice to the other) to any other address within the Republic of South-Africa which is not a post office box or *poste restante.*

19.3 A notice will be presumed received -

19.3.1 if mailed by prepaid registered post: FIVE days after despatch thereof, to the last known postal and/or physical address, upon presentation of the relevant postal service confirmatory notice;

19.3.2 if delivered by hand: on the date as indicated together with a signature acknowledging receipt; and

19.4 Notices in the course of business and not pertaining to breach or alleged breach of Agreement could be e-mailed to the following e-Mail addresses:

19.4.1 The Licensor: e-mail address of the Managing Director and/or Chief Executive Officer. payday@payday.co.za

19.4.2 The Licensee: e-mail address of the person pre-authorised thereto, being _____.

19.4.3 Notices mailed to the aforementioned e-Mail addresses would be, refutably, deemed to have been received upon electronic confirmation of transmission.

20. BREACH OF AGREEMENT

20.1 Should either Party commit a breach of this Agreement and fails to remedy same despite written demand from the aggrieved Party to do so within SEVEN days; the aggrieved Party shall be entitled to either cancel this Agreement or claim specific performance; with a claim for damages according to the provisions elsewhere in this Agreement. After the period of SEVEN days mentioned above, the Licensor shall also be entitled to discontinue forthwith the delivery of any goods and/or services.

20.2 In case of non-compliance with Clause 6.4, the Licensor shall additionally have a claim for damages pertaining to loss of goodwill and/or business and/or reputation; such damages being forseeable with regard to the nature, scope and industry pertaining to the goods and services involved in this Agreement.

20.3 All claims by the Parties in terms of this Agreement shall be referred to arbitration as stipulated in Clause 21 below.

20.4 Should the Licensee not comply with any provisions of this Agreement, the Licensor shall be entitled to claim all damages, including indirect consequential damages, which it may suffer as a result; whilst holding any natural person relevant in this regard liable together with the Licensee, jointly and severally.

21. ARBITRATION

21.1 Disputes relating to this Agreement will be resolved by arbitration.

21.2 This Clause shall be severable from all the other Clauses in this Agreement; and shall remain in force despite the termination of- or invalidity for any reason of this Agreement or any part of it.

21.3 The arbitration will be performed by a person or maximum three persons; all being acceptable to all the Parties; qualified and experienced in the field of the dispute. Failing agreement between the Parties regarding the appointment of arbitrators, same shall be appointed by AFSA and the latter's decision will be final.

21.4 The arbitration will be performed according to the rules, at the time, and at the place as agreed on between the Parties and, failing agreement between them regarding any aspect of arbitration, according to the decision of AFSA, which will be final and binding on the Parties.

21.5 The arbitrator shall give written reasons for his award, and such award shall be final and binding without being appealable; but could be referred to a court with competent jurisdiction to be reviewed.

21.6 The costs of arbitration will be borne by the Party against whom is essentially decided; including attorney-and-own-client costs, as might be assessed by AFSA or under supervision of the Law Society of the province in which the arbitration took place.

21.7 The arbitrator may make such awards, whether interim, provisional or final as he may consider appropriate and permissable in terms of this Agreement; including declaratory orders, interdicts, awards for specific performance, restitution, interest and security for costs or restitution. The provisions of this Clause will not preclude any Party from obtaining urgent relief and/or an interdict in a competent court of law.

21.8 The arbitrator shall have full and unrestricted powers in relation to the arbitration; provided that the Licensor shall not be responsible for, and shall not pay, any amount of incidental, consequential or

other indirect damages - whether based on lost revenue or otherwise. In no event shall the Licensor's liability hereunder exceed the amount of the last annual license fee paid by the Licensee, regardless of the legal basis of any claim against the Licensor and howsoever related to this Agreement.

22. GENERAL

22.1 This document together with the Annexures hereto constitutes the entire Agreement between the Parties, who will have no rights or obligations other than those set out herein.

22.2 No alteration or addition hereto will have any force or effect unless reduced to writing and signed by duly authorised representatives of the Parties as well as at least two witnesses.

22.3 No agent, employee or representative of either Party will have the authority to bind such Party to any affirmation, representation or warranty and, unless such is specifically included within this written Agreement or a properly signed Annexure, it shall not have any force or effect.

22.4 No relaxation or indulgence shall howsoever prejudice the rights of the indulging Party.

22.5 Headings are inserted herein solely for purposes of convenience, and shall not howsoever be taken into account at the interpretation hereof.

22.6 Unless the context clearly indicates otherwise, a reference in the singular shall include the plural and conversely; similarly, a reference in any one gender shall include the other gender.

22.7 This Agreement shall be adjudicated in accordance with the Laws of the Republic of South-Africa.

22.8 The Parties confirm that neither the Software, nor any part thereof, nor any other materials and/or services which may have been

delivered or howsoever be relevant to this Agreement, can or would be classified as unsolicited goods or services.

22.9 The Parties confirm that all notices, documentation (including this Agreement), visual representations and all and any other materials produced by the Licensor pertaining to this Agreement, had been in plain language and completely understood.

22.10 The Licensee declares itself completely satisfied with the Licensor's standards of marketing.

22.11 The Parties declare themselves satisfied that no term or condition in this Agreement is unfair, unreasonable, unjust or inequitable.

22.12 The Lisensee declares itself fully aware of- and satisfied with the terms and conditions in this Agreement regarding the Parties' risk and liabilities.

22.13 Any reference to the content of the Consumer Protection Act, No. 68 of 2008 in this Agreement is made entirely without prejudice to the Licensor; and specifically, it is made without explicitly or tacitly extending the provisions and regulations of the said Act to this Agreement in any instance where the latter would be excluded from the scope of the Act by law.

22.14 If any term or condition in this Agreement should be found to- or should become incompatible with any relevant legislation or regulation currently promulgated or which might be promulgated in future, such contractual term or condition would be completely severable from the rest of the Agreement, which shall continue to be in full force and effect.

22.15 The Licensee warrants that expenditures and payments due to the Licensor upon conclusion of this Agreement, are incurred in terms of an approved budget and within the limits of the relevant amounts appropriated, as required by- and further described in Sections 15 and 100 of the Act.

22.16 The Licensee warrants that, in any instance of goods and services to be rendered under this Agreement being classified as a "capital project" as referred to in Section 19 of the Act, the rendering of such goods and services in terms of this Agreement had been approved by the Council.

22.17 Should funds to the Licensee from the National Treasury and/or Provincial- and/or National levels of Government be terminated for whatever reason, the Licensor shall be notified of such fact in writing by the Licensee without delay. The same shall apply, if and where applicable, steps would be taken in case of a Municipality and/or Municipal Entity experiencing serious or persistent financial problems as envisaged in Section 109 of the Act or a similar stipulation; and in case of provincial interventions in terms of Section 136 of the Act.

22.18 The Licensee, by way of it's Accounting Officer amongst others, confirms that it is sufficiently familiar with the Software so as to find that it completely fulfil the requirements of Sections 65, 66 and 99 of the Act; being an effective system of expenditure control including an effective system of expenditure control on staff benefits - as described in further detail in the aforesaid Sections of the Act.

22.19 The Licensee confirms that the conclusion of this Agreement conforms in all respects to it's supply chain management system and any related framework; as described in Section 112 and elsewhere of the Act; furthermore, that the conclusion of this Agreement is not the result of any "unsolicited bid" as described in Section 113 of the Act.

23. PAIA AND POPIA COMPLIANCE

By signature of this agreement, I/we confirm that I/we have read and understood, and bind myself / us to the terms and conditions of the POPIA

Privacy Policy and the PAIA Manual of PayDay Software Systems (Pty) Ltd. I/we consent to the use and processing of my / our private information by PayDay Software Systems (Pty) Ltd as contained in said Privacy Policy and Manual.

24. AUTHORISATION

The natural person(s) signing this Agreement on behalf of the Licensee confirm by his/her signature hereto that he/she is duly authorised to do so.

THUS DONE AND SIGNED BY THE LICENSEE AT _____
(place) ON THIS ____ DAY OF _____ 20___.

_____

Signed on behalf of the Licensee, as Municipal Manager duly authorised thereto.
(Full names in printed letters:_____)
AS WITNESSES:

1. .....

2. .....

THUS DONE AND SIGNED BY THE LICENSOR AT Pretoria
(place) ON THIS 16th DAY OF February 2021.

_____

Signed on behalf of the Licensor, duly authorised thereto.
(Full names in printed letters: Nigel Paul Bird)
Capacity: Representative of PayDay Software Systems (Pty)Ltd, as Chief Executive Officer
AS WITNESSES:

1. .....

2. .....

ANNEXURE "A": Modules, Services purchased and Fees.

PayDay
Software Systems Pty Ltd

PAYDAY SOFTWARE SYSTEMS (PTY) LTD

PO BOX 75189
LYNNWOOD RIDGE
0040

382 ROSSOUW STREET
MURRAYFIELD
0184

Tax Invoice

Date	16/11/2020
Page	1
Document No	INA51421

WATERBERG DISTRICT MUNICIPALITY
P/BAG X 1018
NYLSTROOM
0510

Tel: (012) 803 7730
Fax: (012) 803 7734
E-mail: payday@payday.co.za
Web: www.payday.co.za
Co Reg.: 2006/010098/07
VAT Nr.: 4850106677

Account	Your Reference	Vat Reference	
WAT01		4270112842	Exclusive

Code	Description	Disc%	Tax	Nett Price
1001201	PayDay Annual Licence Fee		15.00%	42,056.00
1001202	Employment Equity Module Annual Licence Fee		15.00%	3,747.00
1001204	HR Module Annual Licence Fee		15.00%	11,456.00
1001207	mSCOA Budget Module Annual Licence Fee		15.00%	924.00
1001208	Skills Module Annual Licence Fee		15.00%	5,903.00
1001209	General Ledger Annual Licence Fee		15.00%	3,699.00
1001210	Application Multi User Licence Fee		15.00%	16,496.00
1001212	Leave Module Annual Licence Fee		15.00%	8,456.00
1001213	Post Module Annual Licence Fee		15.00%	4,490.00
1001215	Employee Self Service Annual Licence Fee		15.00%	7,790.00
1001227	WSP Module Annual Licence Fee		15.00%	2,433.00
1001226	Runtime Annual Licence Fee		15.00%	17,948.00

* March 2021 to February 2022 *

KINDLY NOTE: 3% Discount if paid before 31 December 2020. If deposit is made directly into PayDay's bank account, the reference should be your Company name or Account number.
Proof of Payment OR Remittance can be sent to lezelle@payday.co.za

First National Bank
Lynnwood (252-045)
Acc./Rek. No.: 62190292195

* PLEASE NOTE THAT INVOICES ARE PAYABLE ON PRESENTATION *

Sub Total		125,398.00
Discount @	0.00%	0.00
Amount Excl Tax		125,398.00
Tax		18,809.70
Total		144,207.70

ANNEXURE "B": Schedules towards Training and Consultation towards Maintenance of Systems.

382 Rossouw Street, Murrayfield, 0814
P O Box 75189, Lynnwood Ridge, 0040
Tel (012) 803 7730
Fax (012) 803 7734 / 086 502 7007
Email payday@payday.co.za

Since 1989
Co. Reg. No.: 2006/010098/07
VAT No.:4850106677

PayDay®
Software Systems (Pty) Ltd

SCHEDULE TOWARDS TRAINING AND CONSULTATION FOR MAINTAINING THE SYSTEM (excl. VAT)

Payroll Training:			
Course name:	Duration:	PayDay Training Venue:	Regional Training:
Principals of Payroll	3 days	R4 825.00	R5 875.00
Basic Report Writer	2 days	R3 125.00	R3 825.00
Tax Calculation	2 days	R3 125.00	R3 825.00
Payroll Refresher	2 days	R3 125.00	R3 825.00
Formula Writing	1 day	R2 100.00	R2 450.00

Human Resources Training:			
Course name:	Duration:	PayDay Training Venue:	Regional Training:
Leave Module	2 days	R3 125.00	R3 825.00
Basic Report Writer	2 days	R3 125.00	R3 825.00
HR Module	1 day	R2 100.00	R2 450.00
Employment Equity Module	1 day	R2 100.00	R2 450.00
Skills Module	1 day	R2 100.00	R2 450.00
Post Module	1 day	R2 100.00	R2 450.00
ESS Training	1 day	R2 100.00	R2 450.00

Other Training:			
Course name:	Duration:	PayDay Training Venue:	Regional Training:
Systems Admin	2 days	R5 110.00	R5 810.00
Budget	1 day	R2 590.00	R2 940.00
mSCOA	1 day	R2 590.00	R2 940.00

Please Note:

1. Prices are exclusive of VAT.
2. Prices correct at the time of distribution, however requests for training is subject to a quotation at the time of request.

Chief Executive Officer: Nigel P. Bird
Directors: Tessa Venter (Financial); Engela E. Bird (Human Resources)
www.payday.co.za

382 Rossouw Street, Murrayfield, 0814
P. O Box 75189, Lynnwood Ridge, 0040
Tel: (012) 803 7730
Fax: (012) 803 7734 / 086 502 7007
Email: payday@payday.co.za

Since 1989
Co. Reg. No.: 2006/010098/07
VAT No.:4850106677

PayDay®
Software Systems (Pty) Ltd

CONSULTATION AND INSTALLATION:

Consultation, travel time and all logistical costs to be billed at the service provider's quoted rate.

PROGRAM CHANGES:

All prices quoted above are for standard modules. Any changes to standard programs will be subject to a quote. The various modules come standard with reports. Any additional reports that will be created with the report writer by PayDay's staff will be charged at the current rate.

When a report may require a program, a quotation will be forwarded.

PAYDAY MUNICIPAL PAYSLIP PRICING

CODE	DESCRIPTION	QTY
P3	Security Payslips	750
P7	Municipality Payslips	750
	Confidential Laser payslips	500
	Confidential Laser Payslips	1000
	Dot Matrix Continuous IRP5's	2000
	Dot Matrix Continuous IRP5's	1000
	Dot Matrix Continuous IRP5's	500
	Laser IRP5's	1000
	Laser IRP5's	500

Please Note:

1. Prices are exclusive of VAT
2. Prices exclude all courier costs.
3. Pricing to be given upon request for quotation.

Chief Executive Officer: Nigel P. Bird
Directors: Tesso Venter (Financial); Engelo E. Bird (Human Resources)
www.payday.co.za

ANNEXURE "C": Resolution by Licensor.

382 Rossouw Street, Murrayfield, 0614
P. O. Box 75189, Lynnwood Ridge, 0040
Tel: (012) 803 7730
Fax: (012) 803 7734 / 086 502 7007
Email: payday@payday.co.za

Since 1989
Co. Reg. No.: 2006/010098/07
VAT No.:4850106877

PayDay®
Software Systems (Pty) Ltd

RESOLUTION

adopted by the directors of

PayDay Software Systems (Pty) Ltd

Registration number 2006/010098/07
(hereinafter called "PayDay")

It is herewith resolved that

NIGEL PAUL BIRD in capacity as CEO
(hereinafter called "the Representative")

Be granted full and unrestrained powers to act on behalf of PayDay in terms of the conclusion of standard business agreements by PayDay and, specifically: to enter into-, carry on- and finalize all negotiations leading up to the conclusion of such standard agreements;
to bind PayDay to the terms and conditions which are contained in such standard agreements;
to sign such standard agreements as well as all annexures which it may contain on behalf of PayDay;
and, generally for effecting the purpose aforesaid: to do or cause to be done whatever shall be requisite, as fully and effectually, for all intent and purpose as we could have done if personally present and acting herein;
hereby ratifying, allowing and confirming and we further more promise to ratify, allow and confirm all and whatsoever the said Representative shall lawfully do or cause to be done, by virtue of these present.

THUS DONE AND SIGNED AT PRETORIA ON THIS 13 DAY OF MAY 2015

AS WITNESSES:

Tessa Venter
Witness

VENTER
Signed:

EE Bird
Witness

RBird
Signed: