MASTER SERVICE LEVEL AGREEMENT – THIRD-PARTY SUPPLIERS ("MSLA")

1. CONTRACTUAL FRAMEWORK & ACCEPTANCE

This **Master Service Level Agreement (MSLA)** is published on the Swordfish Software (Pty) Ltd **("Swordfish")** website and applies to all third-party Suppliers **("Suppliers")** engaged by Swordfish. Supplier-specific obligations may be set out in **Annexures**, executed separately via **Adobe Sign**. Such Annexures form part of this Agreement. This MSLA may be **updated from time to time**. Swordfish will give **notice of material changes via email**, and the **Supplier** is expected to include the MSLA in its compliance review cycle. By **continuing to provide services**, the Supplier agrees to the current MSLA, **with or without a signed Annexure**.

2. INCORPORATION BY REFERENCE

This **MSLA**, together with its **Annexures**, **Schedules**, **policies**, and any other documents expressly incorporated herein from time to time (collectively, the **"Contractual Framework"**), constitutes the full and binding agreement between the **Parties** in relation to the **Services**. All such documents are hereby **incorporated by reference** and shall have the same force and effect as if set out in full in this **MSLA**. Updates, amendments, or new documents issued by **Swordfish** from time to time shall automatically form part of the **Contractual Framework** without the need for further signature, and the **Supplier** shall remain responsible for ensuring compliance with the current version of the **Contractual Framework** as communicated or published by **Swordfish**.

3. APPLICABILITY AND SUPPLIER CLASSIFICATION

This Agreement establishes **minimum service, security, and compliance standards** for all third-party **Suppliers** that support **Swordfish's platform, operations, integrations, infrastructure, or client service delivery**. Swordfish recognises that not all **Suppliers** pose the same level of risk or operate in the same capacity. Accordingly:

Annexures by Category

- **Annexure A: Core / Integrated Providers** – applies to **Suppliers** providing critical or client-facing services, including integrations, data processing, or platform components. The full provisions of this **MSLA** apply.
- **Annexure B: Administrative / Ancillary Suppliers** – applies to **Suppliers** providing non-core services such as facilities, hot-desking, marketing platforms, or similar. Only limited obligations (e.g., confidentiality, invoicing, termination) apply.
- **Annexure C: Hosting / Infrastructure Providers** – applies to **Suppliers** providing infrastructure, hosting, or related technical services. Additional **security, Business Continuity, and redundancy obligations** apply in addition to the **MSLA**.
- **Annexure D: Strategic / Non-Negotiable Providers** – hyperscale, global, or monopoly vendors (e.g., Microsoft, AWS, Google) whose own contractual terms prevail. Swordfish

will document risk acceptance and apply proportionate oversight, but the full MSLA cannot be enforced.

Risk Classification (ISO-Aligned)
For governance purposes, Swordfish may classify **Suppliers** in line with its internal **Supplier Risk Register**:

- **Tier 1: Critical Suppliers** – subject to all **MSLA** provisions (**Annexure A or C**, as applicable).
- **Tier 2: Important Suppliers** – subject to selected **MSLA** provisions, proportionate to risk.
- **Tier 3: Ancillary Suppliers** – subject only to basic obligations (e.g., confidentiality, lawful use, invoicing, and termination).
- **Tier 0: Strategic / Non-Negotiable Suppliers** – suppliers whose terms are non-negotiable (e.g., hyperscale cloud, operating systems). Risks are managed through alternative measures (e.g., reliance on certifications, external audits, or Swordfish's own compensating controls).

Flexibility
Swordfish may, at its discretion, determine which **Annexure** or **tier** applies to a **Supplier** and may amend classifications from time to time. Where an **Annexure** is issued to a **Supplier**, it forms part of this **Agreement** and prevails over general terms where specified.

4. DEFINITIONS

"Agreement"	means this **Master Service Level Agreement (MSLA)** together with the **Supplier Contract Stack**, which includes without limitation any **Annexures**, **Schedules**, **Addenda**, **Data Protection Agreements (DPA)**, **Service Level Agreements (SLA)**, **Professional Services Agreements (PSA)**, **policies**, **standards**, and any other documents expressly incorporated by reference or executed between the Parties in relation to the **Services**.
"Annexure"	means any schedule, appendix, or attachment to this Agreement that **sets out Supplier-specific obligations,** service levels, performance targets, or additional terms applicable to a particular category of services. Each Annexure is incorporated into and forms an integral part of this Agreement.
"Annual Screening"	means the **mandatory yearly review and assessment** of a Supplier's security, compliance, and operational practices, conducted by or on behalf of Swordfish. Annual Screening may include, without limitation, the submission of evidence (such as certifications, audit reports, or Penetration Test summaries), completion of questionnaires, and participation in interviews or assessments. The Supplier is required to cooperate fully, disclose any material changes since the previous screening, and remediate identified deficiencies within the agreed timeframes.
"Approved Supplier Panel"	means the list or **register of third-party Suppliers** that have **been formally assessed, vetted, and authorised by Swordfish to provide goods or services in support of its platform, operations, integrations, infrastructure, or client service delivery.** Inclusion on the Approved Supplier Panel indicates that the Supplier meets

	Swordfish's minimum standards for security, compliance, quality, and performance. Swordfish may review, update, or revoke a Supplier's inclusion on the Approved Supplier Panel based on audit results, performance, risk classification, or changes in business requirements.
"Availability"	means the level of **service availability** and **uptime performance** that can reasonably be expected from a **Supplier** providing integrated services, measured on a **monthly basis**. For purposes of this Agreement, the following guidance applies: • **99% availability per month** (allowing up to approximately **7 hours 18 minutes of downtime**) shall be the **baseline** for general business systems and Supplier integrations; • **99.5% to 99.9% availability per month** (≈ **3 hours 39 minutes to 43 minutes of downtime**) is common for **critical SaaS integrations**; and • Availability above **99.9%** ("three nines" or higher) is typically reserved for **hyperscale infrastructure providers** (e.g., AWS, Microsoft, Google). For the avoidance of doubt, **99% availability** shall be considered a **reasonable minimum standard** for Suppliers under this Agreement, unless otherwise specified in an applicable **Annexure** or **Service Level Agreement**.
"Business Continuity"	means **Business Continuity (BC)**, being the capability of an organisation to continue delivery of products or services at acceptable predefined levels following a disruptive Incident.
"Breach"	means any **failure by the Supplier** to comply with its obligations under the **Agreement** or the **Supplier Contract Stack**, including but not limited to failure to meet **service levels**, **security requirements**, **confidentiality obligations**, or any other material term of the Agreement. A **Material Breach** shall mean a Breach that results in, or is reasonably likely to result in, significant impact to **Swordfish**, its **Clients**, or their **data**, or that otherwise justifies suspension or termination under this Agreement.
"**Clients**"	means the **customers of Swordfish Software (Pty) Ltd ("Swordfish")** who subscribe to or use the Swordfish platform or related services, whether contracting directly with Swordfish or engaging with **Suppliers** through Swordfish's integrations or arrangements.
"Contractual Framework"	**"Supplier Contract Stack"** (the **"Contractual Framework"**) means the full set of contractual documents that govern the relationship between **Swordfish** and the **Supplier**, including without limitation: • this **MSLA**; • any **Annexures**, **Schedules**, or **Addenda** issued under or in connection with the MSLA; • any **Data Protection Agreements (DPA)**, **Service Level Agreements (SLA)**, **Professional Services Agreements (PSA)**, or equivalent; • any **policies**, **standards**, or **procedures** published by **Swordfish** from time to time and communicated to the **Supplier**; and • any other agreements or documents expressly incorporated by reference or executed between the Parties in relation to the **Services**. The **Supplier Contract Stack** may be **updated, amended, or expanded** by **Swordfish** from time to time, and such updates shall

	automatically form part of the Supplier's binding obligations without the need for further signature.
"Disaster Recovery"	means **Disaster Recovery (DR)**, being the processes, policies, and technologies used to restore critical systems, applications, and data following a disruption, outage, or disaster.
"GDPR"	means the **General Data Protection Regulation (EU) 2016/679**, as amended, extended, or replaced from time to time, together with any applicable implementing legislation of the **European Union** or its member states relating to the protection of personal data and privacy.
"**Information**"	means all data, documents, records, communications, or materials, whether in **written, electronic, oral, visual, or any other form**, disclosed or made available by one party to the other under or in connection with this Agreement. Information includes, without limitation, **business operations, financial Information, technical data, system access credentials, intellectual property, trade secrets, client data, and personal Information** as defined under **POPIA** or any other applicable data protection laws.
"Issue"	means any **event, error, deficiency, or risk** affecting the **Supplier's Services** that may impair service quality, availability, or performance, but which does not, on its own, constitute a **Breach** of the Agreement. Issues include, without limitation, **Incidents**, **bugs**, **technical problems**, **process gaps**, or other matters identified by Swordfish, the Supplier, or Clients that require monitoring, remediation, or escalation.
"ISO/IEC"	means the international standard for **Information Security Management Systems (ISMS)** published by the **International Organisation for Standardisation (ISO)** and the **International Electrotechnical Commission (IEC)**, including any successor or updated versions of the standard.
"Major Change"	means any **planned change by the Supplier that is reasonably expected to have a material impact on Swordfish or its Clients, including** (without limitation):
"NIST SP 800-88"	means the **National Institute of Standards and Technology Special Publication 800-88, Guidelines for Media Sanitization,** as amended or updated from time to time. It sets out recognised industry standards and methods for the secure sanitisation, destruction, or disposal of electronic media and data, ensuring that Information cannot be reconstructed or retrieved after deletion.
"**NIST**"	means the **National Institute of Standards and Technology**, a United States federal agency that develops technology, metrics, and standards, including recognised frameworks for **cybersecurity, risk management, and Information security controls**, such as the **NIST Cybersecurity Framework (CSF)** and **NIST Special Publication 800 series**.
"**Penetration Test**"	means a **controlled security assessment**, conducted by **qualified personnel**, in which **authorised attempts** are made to exploit **vulnerabilities** in **systems, applications, or infrastructure** for the purpose of evaluating the effectiveness of **security controls** and identifying potential **weaknesses**, together with any resulting **report** or **remediation recommendations**.

"POPIA"	means **the Protection of Personal Information Act, 4 of 2013** of South Africa, together with all regulations, codes of conduct, and guidance notes issued under it, as amended, re-enacted, or replaced from time to time.
"RPO"	means the **Recovery Point Objective**, being the maximum tolerable period in which data might be lost due to an Incident, expressed as the time between the last available backup and the disruption.
"RTO"	means the **Recovery Time Objective**, being the targeted duration of time within which a business process or service must be restored after a disruption to avoid unacceptable impact.
"**SOC 2**"	means the **System and Organization Controls 2 report**, developed by the **American Institute of Certified Public Accountants (AICPA)**, which evaluates an organisation's controls relevant to the **Trust Services Criteria** of **security, availability, processing integrity, confidentiality, and privacy**, together with any successor or updated framework.
"**Subcontractors**"	means any **third parties** engaged by the **Supplier** to perform any part of the Services under this Agreement, including but not limited to **hosting providers, service providers, consultants, or agents**, whether directly or indirectly engaged. The Supplier remains **fully responsible and liable** for the acts and omissions of all Subcontractors.
"**Supplier**"	means any third-party engaged by **Swordfish Software (Pty) Ltd ("Swordfish")** to provide goods or services that support Swordfish's **platform, operations, integrations, infrastructure, professional services, administrative needs, or overall service delivery**, whether contracted directly by Swordfish or engaged alongside Swordfish's Clients. Suppliers may be classified into categories (e.g., **Core / Integrated Providers, Administrative / Ancillary Suppliers, Hosting / Infrastructure Providers**) as set out in the relevant **Annexure**, which determines the extent of their obligations under this Agreement.
"Swordfish"	means **Swordfish Software (Pty) Ltd**, **a private company incorporated** in accordance with the laws of South Africa Registration Number 2014/157620/07, including its successors in title, permitted assigns, and any affiliates, divisions, business units, or entities under its control or otherwise linked to Swordfish and under its control.

"Mayor Change"	for purposes of this Agreement means, a "Major Change" means any planned change by the Supplier that is reasonably expected to have a material impact on Swordfish or its clients, including (but not limited to):
	• **Breaking changes** to APIs, data structures, or integrations used by Swordfish or its Clients.
	  o changes likely to **cause service downtime exceeding 30 minutes** in a business day or **more than 1 hour** in a calendar month;
	  o changes requiring **significant client communication**, **change management**, or **user training.**
	  o changes that could impact **regulatory, legal**, or **contractual** compliance obligations; or
	  o changes that **materially affect core functionality**, performance, or integrations relied upon by Swordfish or its Clients;

- **Deprecation or discontinuation** of services, features, or functionality relied upon by Swordfish or its Clients.
- **Further:**
    - **Operational changes** that require Swordfish or its Clients to update configurations, workflows, or user processes in order to maintain service continuity.
- **Routine patches, bug fixes, and minor version** updates that do not affect service delivery, system behaviour, or Swordfish/client operations will not be considered Major Changes.
- **Security changes or architecture** changes that alter data storage, transmission, or access control methods.
- **System migrations or infrastructure changes** that may cause service downtime in excess of the thresholds defined in the applicable Service Level Schedule for the Supplier's services.

5. INTRODUCTION

Swordfish Software (Pty) Ltd ("Swordfish") engages third-party Suppliers ("Suppliers") that play a critical role in supporting Swordfish's platform, operations, integrations, infrastructure, and service delivery. Swordfish expects all Suppliers to operate to the **highest professional, ethical, and compliance standards**, with appropriate governance, security, and risk management measures in place. While Swordfish reserves the right to **audit and review** Supplier practices, the intent is not to manage the Supplier's business operations directly. Instead, Swordfish relies on the Supplier's **expertise and professionalism** to make correct operational decisions, maintain effective safeguards, and run a **compliant, well-controlled organisation**. This Agreement sets out the minimum contractual requirements to ensure that all Suppliers deliver services in a manner that safeguards Swordfish, its platform, and its Clients' trust.

6. PURPOSE AND SCOPE

Swordfish Software (Pty) Ltd ("Swordfish") engages a range of third-party **Suppliers** to support its **platform, operations, integrations, infrastructure,** and **service delivery**. This **Agreement** governs the relationship **between Swordfish and the Supplier only** and does not replace or alter any separate agreement the Supplier may have with Swordfish's **Clients**. The purpose of this Agreement is to establish minimum **service levels, confidentiality, security,** and **compliance obligations** for all Suppliers, to safeguard Swordfish, its **platform, reputation,** and **client trust**. Where the Supplier interacts directly with Swordfish's Clients in connection with the Services, it will perform to the standards **set out in this Agreement, or higher where agreed directly with the client**.

7. PROFESSIONAL STANDARDS AND LEGAL COMPLIANCE

Swordfish relies on the **Supplier's expertise, judgment, and professionalism** to make correct operational, technical, and compliance decisions in the course of providing the Services. Accordingly, the Supplier will:

- maintain the necessary **skills, qualifications, registrations, licences, and resources** to perform its obligations effectively and in full **legal and regulatory compliance** within its industry;

- comply at all times with all applicable data protection and privacy laws, including but not limited to **POPIA** and any equivalent legislation in the jurisdictions in which the Supplier operates or processes data (for example, GDPR where applicable).;
- where the Supplier does not hold a formal certification such as **ISO/IEC 27001** or equivalent, it will nonetheless implement and maintain **standards, controls, and practices aligned with such frameworks**, and actively demonstrate adherence to their principles;
- apply appropriate **industry standards, regulatory requirements, and good practices** when making decisions affecting Swordfish or its Clients; and
- ensure that all **personnel, agents, and Subcontractors** engaged in providing the Services act with **competence, integrity, and accountability**.

Failure by the Supplier to demonstrate such **expertise, professionalism, or compliance** will be considered a **material deficiency** under this Agreement.

8. COMPLIANCE WITH SWORDFISH POLICIES AND STANDARDS

The **Supplier** will comply with all applicable **Swordfish policies, standards, guidelines, and standard operating procedures (SOPs)**, as may be circulated or updated by Swordfish from time to time. The Supplier acknowledges that such documents form part of this Agreement and will ensure that its personnel and Subcontractors are made aware of and adhere to them.

9. CONFIDENTIALITY

The **Supplier** will treat all **Information** received from **Swordfish** or its **Clients** as **confidential** and will not disclose it to any third-party except as required to perform the Services or as required by law. The Supplier will implement appropriate safeguards to protect such Information and ensure that its personnel and Subcontractors comply with these obligations.

10. NON-DISCLOSURE

The parties may enter into a separate **Non-Disclosure Agreement (NDA)** where required. In the absence of such NDA, each party undertakes not to **disclose, use, or permit access to** any **confidential Information** received from the other party except for the purpose of performing its obligations under this Agreement or as required by law. Each party will ensure that its **personnel and Subcontractors** are bound by the same obligations of non-disclosure.

General Obligation

The parties acknowledge that, in the course of their relationship, each may be exposed to or gain access to the other's **Confidential Information**, including but not limited to proprietary projects, technical data, business strategies, client relationships, and trade secrets. Unless a separate Non-Disclosure Agreement ("NDA") is in place, the confidentiality provisions of this Agreement will govern.

Non-Disclosure & Use

Each party will keep all Confidential Information strictly confidential and will not disclose it to any third party except as required for performance of its obligations under this Agreement and subject to equivalent confidentiality obligations. Confidential Information will not be used for any purpose other than fulfilling obligations under this Agreement.

Disclosure to Personnel and Subcontractors
Confidential Information may only be disclosed to employees, agents, Subcontractors, or third parties of a party on a strict **need-to-know basis**, provided that such individuals are bound by written confidentiality obligations **at least as protective** as those in this Agreement (including, where appropriate, NDAs). Each party will ensure its personnel and Subcontractors are aware of the confidential nature of such Information and their duty not to disclose or misuse it.

Compelled Disclosure
If a party is required by law, regulation, or court order to disclose Confidential Information, it will provide the other party with **prompt written notice** (to the extent legally permitted) so that protective measures may be sought. Disclosure will be limited strictly to the portion required by law.

Return & Destruction
Upon termination or expiry of this Agreement, or upon written request by the disclosing party, the receiving party will promptly return or securely destroy all Confidential Information in its possession, including all copies, notes, or extracts. Where destruction occurs, the receiving party will provide **written certification of destruction** if requested.

Duration
The confidentiality obligations in this Section will survive termination or expiry of this Agreement for a period of **five (5) years**, except that obligations with respect to trade secrets will continue for so long as the Information remains a trade secret under applicable law.

11. INTELLECTUAL PROPERTY

Background IP
Each party will retain ownership of all **intellectual property it created, developed, or acquired independently** of this Agreement ("Background IP"). Nothing in this Agreement transfers ownership of either party's Background IP.

Swordfish IP
All intellectual property created, developed, or provided by **Swordfish** in connection with its **platform, systems, or services** remains the **exclusive property of Swordfish**. The Supplier receives only a limited, **non-exclusive, non-transferable right** to use Swordfish's IP solely as necessary to perform its obligations under this Agreement.

Supplier IP
All intellectual property created, developed, or provided by the **Supplier** in connection with its **own products, systems, or services** remains the **exclusive property of the Supplier**. Swordfish receives no rights to Supplier IP except where expressly licensed or required to enable integration or delivery of the Services.

Developed Work Product
Where the parties undertake a **joint project or collaboration**, the parties will **agree in writing prior to commencement** how ownership of any newly developed **intellectual property** will vest, including whether it will be:

- owned exclusively by **Swordfish**;
- owned exclusively by the **Supplier**;

- **jointly owned**; or
- owned by one party with a **licence granted** to the other.

Survival
These obligations will **survive termination** or expiry of this Agreement.

12. ACCEPTABLE USE

The **Supplier** will use Swordfish's systems, data, and services only for lawful and authorised purposes directly related to the performance of this Agreement. The Supplier will not, and will ensure that its personnel and Subcontractors do not:

- engage in any activity that compromises the **security, integrity, or availability** of Swordfish's systems or client data;
- use Swordfish's systems or Information for any purpose unrelated to the Services;
- attempt to **circumvent, disable, or interfere** with any security or access controls; or
- introduce **malware, unauthorised code, or vulnerabilities** into Swordfish's environment.

Swordfish may, from time to time, **circulate acceptable use standards, guidelines, or policies**, and the Supplier will ensure compliance with such updates. Failure to comply with acceptable use requirements will be treated as a **material Breach** of this Agreement.

13. SUPPLIER SECURITY STANDARDS & VETTING

To safeguard **Swordfish** and its **Clients**, **Suppliers** are required to maintain appropriate **security controls** in all areas relevant to this **Agreement** and provide **evidence of compliance** when requested. Swordfish may also conduct **audits or reviews**, carried out in a manner that minimises disruption and respects confidentiality, to verify that such controls are in place and effective. Swordfish maintains a Supplier Register as part of its ISO 27001 ISMS. **Suppliers may be removed from the Approved Supplier Panel based** on audit results, risk assessments, or changes in classification

Industry Standards
The **Supplier** will implement and maintain appropriate **technical and organisational security measures** consistent with recognised **industry best practices**, including but not limited to controls aligned with **ISO/IEC 27001, NIST, or equivalent frameworks**.

Security of Data
All Swordfish and client data must be protected using industry-standard security controls, including but not limited to:

- Encryption at rest and in transit (**AES-256 or equivalent for storage, TLS 1.2+ for transmission).**
- **Access controls based on least privilege,** with **MFA for all administrative access.**
- **Logging and monitoring of access and system events,** retained for at least 12 months.
- Regular **vulnerability assessments** and **apply security patches promptly.**
- These requirements **are in addition to the cross-border safeguards** under Data Location, Cross-Border Transfers & Audit Rights and do not limit Swordfish's right to require stricter measures where reasonably necessary.

Screening
The Supplier will ensure that **all personnel with access to Swordfish** or **client systems or data undergo appropriate background screening, proportionate to the risk**, including identity verification and where required, criminal or credit checks.

Third-Party Dependencies
Where the **Supplier** engages its own third-party service providers, Subcontractors, or partners in connection with the Services, the Supplier will ensure that such parties comply with:

- all relevant obligations set out in this **Agreement**;
- Swordfish's **policies, standards, and procedures** as communicated and updated from time to time; and
- **security, confidentiality, and compliance standards** no less stringent than those required under this Agreement.

The Supplier will conduct, at a minimum, an **annual security assessment or audit** of its third parties, and will notify Swordfish without undue delay of any material risks or deficiencies identified that may reasonably impact Swordfish or its Clients. The Supplier will remain **fully responsible and liable** for the acts and omissions of its Subcontractors and third parties as if they were its own.

Annual Security Screening
The Supplier will participate in at least one **mandatory annual security screening** conducted by or on behalf of Swordfish. If any **material changes** occur in the Supplier's security posture, certifications, or risk environment **before the Annual Screening**, the Supplier will promptly inform Swordfish and provide relevant evidence or explanations.

Audit and Evidence Rights
Swordfish may, on reasonable notice, conduct or request a **review or audit** of the Supplier's compliance with this Agreement. Acceptable evidence may include (without limitation):

- valid **ISO/IEC 27001, SOC 2**, or equivalent certifications;
- **Penetration Test** or **vulnerability assessment** summaries;
- extracts of relevant **security policies and procedures**; or
- **independent audit reports** or assurance statements.

Audits will be conducted in a manner designed to **minimise disruption** and protect the Supplier's **confidentiality**, while allowing Swordfish to verify compliance.

Remediation of Findings
Where deficiencies are identified through a **screening, audit, or assessment**:

- **Low or Medium Risk Findings:** the Supplier will prepare and implement a remediation plan within a mutually agreed timeframe.
- **High or Critical Risk Findings**: the Supplier will remediate immediately or within an accelerated timeframe agreed with Swordfish.

Grounds for Immediate Termination
Swordfish may, **acting reasonably**, terminate this Agreement with **immediate effect** where:

- a **security deficiency** is identified that is reasonably likely to result in a material Breach of data protection or Information security laws, significant disruption to the Services, or reputational harm to Swordfish; or
- the **Supplier fails to remediate** a High or Critical Risk Finding within the timeframe agreed with Swordfish.

Remediation Responsibility and Cost Recovery
The Supplier will remain primarily responsible for remediating any security or compliance deficiencies identified under this Agreement and will ordinarily be given the first opportunity to resolve such deficiencies. Where the deficiency is **material or critical**, and the Supplier does not act with sufficient urgency to remediate the issue within the timeframe reasonably required to protect **Swordfish's reputation, client data, or compliance obligations**, Swordfish may, after giving notice to the Supplier, take such steps as are necessary to remediate or mitigate the deficiency. In such circumstances, the **Supplier will permit Swordfish to take such actions** and will **reimburse Swordfish** for all **reasonable costs** incurred in doing so.

14. DATA LOCATION, CROSS-BORDER TRANSFERS & AUDIT RIGHTS

Hosting and Transfers
The **Supplier** may determine the hosting location(s) of the Services, provided that any transfer of **Swordfish** or **client data** across borders complies with all applicable **data protection laws**, including **POPIA (Sections 72–74)** and equivalent foreign legislation (e.g., **GDPR**).

Supplier Responsibility
The Supplier will ensure that cross-border transfers are made only where the **destination country** provides an **adequate level of protection**; or **binding agreements, standard contractual clauses,** or equivalent safeguards are in place; or another **lawful ground** under applicable legislation applies.

Liability for Breach
Where the Supplier **transfers data across borders without ensuring the required safeguards**, or otherwise in Breach of applicable data protection laws, the Supplier will be fully **liable** for any resulting regulatory, legal, or financial consequences, and will indemnify Swordfish against fines, penalties, or claims.

Notification of Material Changes
The **Supplier** will notify **Swordfish in advance** of any **material change** to hosting or data residency arrangements that may reasonably affect Swordfish's or its Clients' **compliance obligations**. The Supplier acknowledges that such changes may have **serious consequences**, including the potential for this Agreement to be **terminated immediately**, where the change would cause Swordfish or its Clients to fall out of compliance with applicable **laws, regulations, or contractual commitments**.

Sub-Processors / Third-Party Hosting
The Supplier **may engage third-party hosting providers or sub-processors** as needed to deliver the Services, provided such third parties are **contractually required to meet security, confidentiality, and compliance standards no less stringent than those in this Agreement.** The Supplier remains fully responsible and liable for their acts and omissions.

Audit & Evidence Rights
Upon request, the Supplier will provide Swordfish with **documentary evidence** of the safeguards applied to cross-border transfers, which may include adequacy determinations, executed contractual clauses, **audit reports**, or relevant **certifications**.

15. BREACH NOTIFICATION AND INCIDENT PROTOCOL

In the event of any **unauthorised access, loss, or disclosure** of **Swordfish** or **client data**, the **Supplier** will notify **Swordfish as soon as aware** and **no later than 24 hours** after discovery, providing:

- the **nature and scope** of the Incident;
- the **categories of data** affected; and
- **remedial measures** taken or planned (including containment and recovery steps).

The Supplier will maintain a documented **Breach/Incident Response Protocol** that:

- ensures **prompt notification** to all required parties, including **regulators and affected data subjects**, where legally required (e.g., under **POPIA**) and any other **applicable law**;
- designates clear **roles, escalation paths,** and **decision-making authority**;
- is designed to **minimise risk and exposure** and may require **temporary suspension of operations** or affected services if necessary to protect **Swordfish**, its **Clients**, or **data**; and
- is **tested periodically** and updated as needed.

The Supplier will **cooperate fully** with Swordfish in investigation, mitigation, notifications, evidence preservation, and post-Incident review, and will provide **ongoing status updates** until closure. The Supplier will designate a **primary Compliance Contact responsible** for responding to Swordfish's security and data protection queries, audits, and Incident escalations

16. DUTY TO REPORT

Given the Supplier's contact with **Swordfish and its Clients**, the Supplier has a **duty to report** any **actual, suspected, or potential** Incidents, behaviours, or concerns relating to **Information security** or **POPIA compliance**, whether observed in the course of its own operations, through interactions with Swordfish, or in dealings with Swordfish's Clients.

Such reports must be submitted to **complyorcry@swordfish.co.za**. Reports will be treated as **confidential**, and Swordfish will take appropriate steps to investigate and address the concern. This duty is **in addition to** and does not limit the **Breach notification** obligations under this Agreement.

17. BUSINESS CONTINUITY, BACKUPS & REDUNDANCY

The **Supplier** will maintain appropriate **Business Continuity, backup, redundancy, and Disaster Recovery (DR) measures** proportionate to the Services provided. The Supplier acknowledges that, depending on the nature of the Services, any loss of data, transactions, or availability may constitute a **business-critical failure** for Swordfish or its Clients, potentially

resulting in **loss of business, contractual Breaches, regulatory exposure, or reputational harm**.

The Supplier will:

- ensure that continuity, backup, redundancy, and DR measures are **implemented, tested, and monitored regularly**;
- notify Swordfish without delay of any **weaknesses, failures, or Incidents** that could reasonably impact service delivery;
- maintain and periodically test a **documented DR plan** appropriate to the Services, including defined recovery time and recovery point objectives (RTO/RPO);
- cooperate fully with Swordfish and its Clients to **minimise disruption and restore services** as quickly as possible following an Incident; and
- provide, upon request, **evidence of continuity, backup, redundancy, and DR measures**, including testing results, certifications, or reports, as part of Swordfish's annual security vetting or audit rights;
- **review and update** its BCP, DR, and backup processes periodically, and in any case following a significant Incident, to ensure ongoing effectiveness.

Failure to maintain adequate continuity, backup, redundancy, or DR measures, or a **material loss caused by such failure**, will constitute a **material Breach** of this Agreement.

18. SERVICE AVAILABILITY

The **Supplier** will ensure that the Services it provides are **available and reliable** in line with **industry standards** and the **criticality of the Services** to Swordfish and its Clients. Specific uptime commitments, remedies, and reporting obligations will be set out in the **applicable Annexure**, and failure to meet such commitments may constitute a **material Breach** of this Agreement. The Supplier further acknowledges that repeated or material failures in service availability, particularly where they result in **client complaints**, may trigger a **review of the Supplier's status on Swordfish's approved Supplier panel**, and may result in suspension or removal from such panel.

19. OPERATIONAL STANDARDS AND SUPPORT

The **Supplier** will maintain a **structured and adequately resourced business operation** capable of supporting the Services it provides under this Agreement, including but not limited to **technical support, software development, ticketing, maintenance, and client service functions**. The Supplier will perform the Services in a **timely, efficient, and professional manner**, consistent with **industry standards** and Swordfish's **reasonable expectations**.

Where the Supplier fails to deliver the Services with **sufficient efficiency or responsiveness**, resulting in Swordfish being required to perform or manage such activities on the Supplier's behalf (including direct client engagement), Swordfish may:

- issue a **formal notice of deficiency**, requiring the Supplier to remediate within a specified timeframe;
- charge the Supplier a fee of **R1,500.00 per hour** (exclusive of VAT) for any such activities performed by Swordfish, payable within 30 days of invoice; and

- in the case of persistent or material failure, treat such deficiency as a **material Breach**, entitling Swordfish to **terminate** this Agreement on written notice.

20. CHANGE MANAGEMENT

The **Supplier** will manage system, infrastructure, or service changes in a **controlled and professional manner**, ensuring that such changes do not compromise **security, availability, or compliance**. Any planned change reasonably expected to impact Swordfish or its Clients (including service downtime, degraded performance, or material functionality changes) must be notified to Swordfish in advance, with sufficient detail to allow Swordfish to assess the impact.

Notice Periods

1. Routine changes with no material impact require no notice.
2. Notifications for changes with potential impact on service levels must be provided with **reasonable advance notice proportionate to the impact of the change**. For **Major Changes**, notice will be no less than **30 days**, unless otherwise agreed in writing.
3. Emergency changes (e.g., urgent security patches) may be implemented immediately but must be communicated to Swordfish as soon as practicable.

The Supplier, as the **expert party**, is expected to exercise judgment in providing appropriate notice and will remain **responsible and liable** for the consequences of changes implemented without due notice, including any impact on Swordfish's compliance, service levels, or client obligations.

21. CLIENT-FACING CONDUCT AND PROFESSIONALISM

Where the **Supplier** or its employees, agents, or Subcontractors interact directly with **Swordfish's Clients** in connection with the Services, the Supplier will conduct itself in a **professional, respectful, and competent manner** consistent with Swordfish's **values and reputation**, and will not engage in any behaviour (verbal, written, or otherwise) that could reasonably be expected to **tarnish Swordfish's reputation** or undermine client confidence. The Supplier remains fully responsible for the conduct of its representatives in all client-facing engagements, whether on-site, virtual, or in writing. In the event of unprofessional conduct, Swordfish may require the Supplier to **immediately remove or replace** the offending individual, may issue a **notice of Breach requiring remedial action**, and in cases of repeated or serious misconduct, Swordfish may treat such behaviour as a **material Breach** entitling it to **terminate this Agreement with immediate effect**.

22. NON-DISPARAGEMENT AND REPUTATION PROTECTION

The **Supplier** will not, whether directly or indirectly, make or publish any **false, misleading, or disparaging statements** (oral, written, or otherwise) regarding **Swordfish**, its **platform**, or its **personnel**. All communications with **Swordfish's Clients** must be **accurate, professional**, and consistent with Swordfish's role as **platform provider**, without **misrepresentation** of the parties' respective responsibilities. The Supplier further acknowledges that its **conduct**, including that of its **employees, Subcontractors, or public representatives**, whether in the course of this Agreement or in **external forums** (e.g., **social media**, public communications), may create **reputational risk** for Swordfish and its Clients. Where, in **Swordfish's reasonable opinion**, such conduct **poses or is likely to pose a material reputational risk**, **Swordfish**

may terminate this Agreement with immediate effect by written notice, **without liability**. The Supplier will be fully responsible for the **actions and communications** of its employees, agents, and Subcontractors in all **client-facing** and **public interactions**. **Any Breach** of this clause will be treated as a **material Breach**, entitling Swordfish, **without limitation** to other remedies, to require the Supplier to **remove or replace** the offending individual, **demand a written correction and apology** to the affected client, and **terminate this Agreement with immediate effect** if reputational harm is **reasonably likely** or has occurred. The Supplier will **indemnify and hold harmless Swordfish** against any **loss of business, reputational damage, or claims** arising from a Breach of this clause.

23. INVOICING AND PAYMENT

Invoicing and payment terms will be as set out in the applicable Annexure or as otherwise expressly agreed in writing between the parties. Where the Annexure does not override or address a specific matter, the provisions below will also apply as the default standard:

Direct Engagement with Swordfish
Where the Supplier provides services directly to **Swordfish** under this Agreement, the Supplier will issue invoices to Swordfish in accordance with the **agreed pricing schedule**. Depending on the nature of the services, arrangements may be on a **pre-payment or post-payment basis**, and the Supplier acknowledges that this will affect the timing of payment obligations. Unless otherwise agreed in writing, Swordfish will pay valid and undisputed invoices within **30 days of receipt** (for post-paid services) or in accordance with the agreed pre-payment terms (for pre-paid services).

Direct Engagement with Clients
Where the Supplier contracts directly with Swordfish's Clients for the provision of services, such commercial arrangements will be **between the Supplier and the client only**. Swordfish will not be a party to such agreements, and the Supplier acknowledges that Swordfish has **no responsibility or liability** for the client's payment obligations.

Hybrid Arrangements
Where services are provided to a **client** through Swordfish, the Supplier acknowledges that Swordfish may invoice the client on the Supplier's behalf as a matter of **administrative convenience only**. In such cases, Swordfish's obligation to pay the Supplier will be **strictly conditional upon receipt of payment from the client**, and the Supplier will have no claim against Swordfish for amounts unpaid by the client. Swordfish may add necessary **administrative fees** where applicable.

Disputed Invoices
If Swordfish **disputes an invoice**, it will notify the Supplier in writing within **10 business days** of receipt, identifying the disputed amounts and reasons. The parties will work in good faith to resolve the dispute, and Swordfish will not be liable for payment of the disputed portion until resolved.

Critical Services Grace Period
Where the Supplier provides **critical services** (being services essential to Swordfish's platform, hosting, integrations, or client delivery), the Supplier will not suspend, degrade, or withhold such services solely due to late or disputed payment without first providing Swordfish with at least **30 days' prior written notice** and a reasonable opportunity to remedy. The parties will

act in **good faith** to ensure continuity of critical services while payment issues are being resolved.

24. INSURANCE REQUIREMENTS

Each party, at its own cost, **will** maintain and keep in force throughout the term of this **Agreement** appropriate and adequate **insurance coverage** with a reputable insurer, proportionate to the nature of the **services provided** and the **risks involved**. Such insurance will be in place at all times during the Agreement.

25. PROHIBITED JURISDICTIONS AND SANCTIONS COMPLIANCE

Neither party will transfer, process, host, or permit access to **Swordfish** or **client data** in any country that is subject to **comprehensive trade, data transfer, or financial sanctions** imposed by the **United Nations, European Union, United States, South Africa,** or any other applicable authority ("**Prohibited Jurisdictions**"). The **Supplier** will not engage in any activity under this Agreement that would cause Swordfish or its Clients to be in Breach of applicable **sanctions, export control, or data protection laws**. The Supplier will notify Swordfish immediately if it becomes aware that any hosting location, subcontractor, or transfer route involves a Prohibited Jurisdiction, and Swordfish will be entitled to **terminate this Agreement with immediate effect** in such circumstances.

26. ANTI-CORRUPTION AND ANTI-BRIBERY

Each party represents that it has **not engaged in, and will not engage in, any bribery, corruption, kickbacks, or other forms of improper or unlawful conduct** in connection with this Agreement. **Reasonable and customary business entertainment or gifts are permitted**, provided they are not intended to improperly influence business decisions. The Supplier acknowledges and agrees to comply with **Swordfish's Anti-Corruption Policy** https://www.swordfish.co.za and all applicable **anti-bribery laws and regulations**. Any **Breach** of this clause will be deemed a **material Breach** of the Agreement and may result in **immediate termination for cause**.

These liability and indemnity obligations will **survive termination or expiry** of this Agreement

27. NON-SOLICITATION

Personnel

During the term of this Agreement and for a period of **12 (twelve) months** after its termination or expiry, neither party will, without the prior written consent of the other, directly or indirectly **solicit for employment, employ, or engage** any employee, contractor, or consultant of the other party who was materially involved in the performance of this Agreement.

If a party Breaches this clause, the Breaching party will pay to the other, as **liquidated damages and not as a penalty**, an amount equal to **12 (twelve) months of the employee's total annual remuneration package** (including salary, benefits, and allowances) at the time of departure.

This restriction will not apply to individuals who:

- respond to **general recruitment advertising** not specifically targeted at the other party's personnel; or
- independently approach a party without prior solicitation.

Non-Solicitation of Clients & Professional Conduct
The **Supplier** acknowledges that, in providing the Services, it may interact directly with **Swordfish's Clients**, including Clients who may also work with competitors of Swordfish. The Supplier will:

- **Non-Solicitation** – not, during the term of this Agreement and for **12 (twelve) months** thereafter, directly or indirectly solicit, induce, or encourage any Swordfish client to reduce, terminate, or move its business away from Swordfish.
- **Professional Conduct** – conduct itself at all times in a **professional, ethical, and courteous manner**, and refrain from any behaviour, statements, or representations that could **damage the reputation of Swordfish** or undermine its client relationships.
- **Acknowledgement** – any Breach of this clause will constitute a **material Breach** of this Agreement, entitling Swordfish to terminate immediately and seek appropriate remedies.

28. MARKETING, BRANDING AND PUBLIC USE

Each party may refer to the other as a **business partner** in general marketing and communications, provided that such references are **accurate, not misleading, and limited to high-level descriptions** (e.g. "[Supplier] integrates with Swordfish Software").

Any use of the other party's **trademarks, logos, images, or detailed case studies** in marketing, publicity, or public announcements will require the **prior written consent** of the other party. For Swordfish, such consent must be obtained in writing from **marketing@swordfish.co.za**, and Swordfish may withhold or withdraw consent at any time.

29. TERMINATION AND EXIT

Termination for Convenience
Either party may terminate this **Agreement**, in whole or in part, for any reason or no reason, by providing the other party with at least **30 (thirty) days' prior written notice**. Such termination will not relieve the **Supplier** of its obligations to complete any Services already in progress or to return and/or securely delete **Swordfish** and **client data** as required under this Agreement.

Data Return and Destruction of Data
Upon termination or expiry of this Agreement, or upon written request from Swordfish at any time, the Supplier will:

- Upon **termination or expiry** of this Agreement:
    - The Supplier will return all Swordfish or client data, where applicable, in a structured, commonly used, **and machine-readable format**, if requested.
    - Where data retention is not required by law, the Supplier will permanently delete such data from its systems (including backups and archives) **within 30 days**, using secure **deletion methods consistent**

with recognised industry standards (e.g., NIST SP 800-88 or equivalent), and provide **written certification of deletion.**

- Upon **written request** from Swordfish (at any time during the Agreement):
    - The Supplier will return specified Swordfish or client data in a structured, commonly used, **and machine-readable format**, if requested.
    - The Supplier will permanently delete such data from its systems (including backups and archives) **within 30 days**, using secure deletion methods consistent **with recognised industry standards** (e.g., NIST SP 800-88 or equivalent), and provide **written certification of deletion.**
- **Third-Party** Flow-Down:
    - Where the Supplier has engaged any Subcontractors, hosting providers, or third-party service providers that store, process, or otherwise have access to Swordfish or client data, the Supplier will ensure that the obligations set out in this Data Return and Deletion clause flow through in full to such parties. **The Supplier will remain fully responsible and liable for ensuring that such third parties comply with Swordfish's requests for data return or deletion**, including compliance with secure deletion standards such as NIST SP 800-88.

Where retention is required by **law**, the Supplier will notify Swordfish of the legal basis and continue to apply all **confidentiality and security obligations** until secure deletion is possible.

Transition Cooperation
The Supplier will cooperate in good faith to enable Swordfish to **transition** to another Supplier or service provider without undue disruption.

Audit Right
Swordfish may, on reasonable notice, request **evidence** of data return and deletion activities, including logs, certificates from hosting providers, or third-party audit reports, to verify compliance with this clause.

30. NO WAIVER

No failure, delay, or indulgence by either party in exercising any right, power, or remedy under this Agreement will constitute a **waiver** of that right, power, or remedy, nor will any single or partial exercise of any right preclude any other or further exercise of that or any other right, power, or remedy. Any waiver must be **expressly given in writing** and signed by an authorised representative of the waiving party.

31. NOTICES

All notices, communications, and consents under this Agreement shall be delivered electronically. Notices to **Swordfish** shall be sent to **legal@swordfish.co.za** (or such other address as notified in writing). Notices to the **Supplier** shall be sent to (i) the email address specified in the relevant **Annexure**, or (ii) if none is specified, the main contractual/compliance contact address that Swordfish has on file. The Supplier shall keep its designated contact information accurate and up to date. A notice shall be deemed received **only when acknowledged by a person** at the receiving Party (by reply email or other written confirmation of receipt).

32. REVIEW AND GOVERNANCE

This Agreement will be reviewed by **Swordfish** at least **annually** to ensure alignment with **legal, regulatory, and business requirements**, and the **Supplier** will cooperate fully with such review processes, including the provision of relevant Information or confirmations upon request. In addition to the annual review, an earlier review may be conducted where **material changes** occur to the Supplier's **services, operations, or third-party dependencies**, or where applicable **laws, regulatory requirements**, or **Swordfish's compliance obligations** change.

The current version of this Agreement is published on the **Swordfish Software website**, and the Supplier is expected to incorporate it into its own **compliance review cycle**. Swordfish will notify the Supplier of **material changes** via email, but all other updates will be reflected on the website, and it is the Supplier's responsibility to ensure it remains aligned with the **latest version**. By continuing to provide services, the Supplier agrees to be bound by the **current version of this Agreement**.

33. GOVERNING LAW, DISPUTE RESOLUTION & ARBITRATION

This Agreement will be governed by and construed in accordance with the **laws of the Republic of South Africa**. Any **dispute, controversy, or claim** arising under or in connection with this Agreement (a "Dispute") must be brought to the other Party's attention in **writing as soon as reasonably possible** after the Dispute arises. The Parties will use their best efforts to resolve the Dispute through **good-faith negotiations between senior representatives**. If the Dispute is not resolved within **30 (thirty) days** of written notification, it will be referred to and finally resolved by **arbitration in Johannesburg, South Africa**, under the **Arbitration Act 42 of 1965** (as amended). Arbitration will be conducted in **English** before a **single arbitrator** jointly appointed by the Parties, failing which the appointment will be made by the **Arbitration Foundation of Southern Africa (AFSA)**. The arbitrator's decision will be **final and binding**. Notwithstanding the above, either Party may approach a court of competent jurisdiction in South Africa for **urgent or interim relief**, and the Parties consent to the **non-exclusive jurisdiction** of the High Court of South Africa (Gauteng Division, Pretoria) for such matters.

34. LIABILITY AND INDEMNITY

Each party (the **"Indemnifying Party"**) will be liable for any **loss, damage, fine, penalty, or claim** arising directly out of its **failure to comply with this Agreement, applicable laws, or industry-standard Information security practices**, or from any **negligent, wilful, unlawful act, or lack of expertise** of the Indemnifying Party or its personnel.

The Indemnifying Party will **indemnify and hold harmless** the other party (the **"Indemnified Party"**), including its affiliates, directors, employees, and agents, against all **losses, damages, liabilities, fines, penalties, costs, and expenses (including reasonable legal fees)** resulting from such failure, negligence, wilful misconduct, lack of expertise, or unlawful act.

This indemnity will not apply to the extent that the **loss, damage, or liability results from the negligence, wilful misconduct, lack of expertise, or non-compliance** of the Indemnified Party.

35. ASSIGNMENT

Neither party may **assign**, **cede**, or otherwise **transfer its rights or obligations** under this Agreement without the **prior written consent** of the other party, which will not be unreasonably withheld. **However**, either party may, **without such consent**, assign or cede this Agreement and all Annexures **to an Affiliate**, or **in connection with a merger, acquisition, corporate restructuring, or sale of substantially all of its assets**, **provided** that the **assignee agrees in writing** to be bound by this Agreement and the **assigning party provides notice** to the other party.

36. CHANGE OF CONTROL NOTIFICATION

In addition to the rights under **Assignment and Cession**, each party will **promptly notify the other party in writing** in the event of a **change of control**, including mergers, acquisitions, or transfers of a majority interest that materially affect the party's ability to perform its obligations under this Agreement. A change of control **will not relieve the affected party of its obligations**, and the receiving party reserves the right to assess whether such change poses a risk to the continuity, security, or compliance of the Services provided.

37. VARIATION

Swordfish **may update or amend this Agreement from time to time, with changes effective upon publication on the Swordfish website** or upon electronic notice to the Supplier, whichever occurs first. **Material changes** will be notified via email; all other updates will appear on the website. The Supplier shall incorporate this Agreement into its compliance review cycle and ensure ongoing alignment with the latest version. By continuing to provide Services after the effective date of any update, the Supplier accepts the updated Agreement. Any amendments specific to a particular Supplier or category of services shall be recorded in the applicable **Annexure** or an approved addendum and acknowledged electronically by both Parties.

38. RELATIONSHIP OF THE PARTIES

The parties are **independent contractors**, and this Agreement does not create a **partnership, franchise, joint venture, agency, fiduciary, or employment relationship**. Each party is responsible for its own employees' compensation and taxes. **Neither party has authority to act on behalf of or bind the other without prior written consent**, and nothing in this Agreement will be construed to impose any fiduciary duties or obligations.

39. THIRD-PARTY BENEFICIARIES

This Agreement **does not create any rights for Third-Party beneficiaries.**

40. NO WAIVER OF RIGHTS

If Swordfish or the Client **fails to enforce any provision of this Agreement** or **does not act in strict accordance with a particular clause,** that will **not be interpreted as a waiver,** amendment, or relinquishment of any rights under this Agreement. Any exception or flexibility exercised will be discretionary and does not constitute a permanent change to the relevant

clause or to the Agreement as a whole. **All terms remain fully enforceable, unless expressly waived or amended in writing by both parties.**

41. FORCE MAJEURE

Neither party will be liable for any **delay or failure to perform** its obligations under this Agreement if such delay or failure results from a **Force Majeure Event**, being circumstances beyond the reasonable control of the affected party. This includes, but is not limited to: **natural disasters**, **floods**, **fires**, **earthquakes**, **pandemics**, **epidemics**, **government-imposed lockdowns**, **strikes**, **war**, **acts of terrorism**, **civil unrest**, **governmental actions**, **power failures**, **internet outages**, or **failures of Third-Party infrastructure**. The affected party must provide **written notice** of the Force Majeure Event within **five (5) business Days** of becoming aware of it, and must take **reasonable steps to mitigate** the effects of the event and **resume performance** as soon as reasonably possible. A Force Majeure Event **will not excuse** the performance of obligations **that can reasonably be fulfilled through remote work** or by **alternative means**. Obligations to **pay any amounts due** under this Agreement will **remain in effect** and are not excused by Force Majeure, unless such payment is rendered impossible due to **government-imposed banking or currency restrictions**.

42. SEVERABILITY

If any provision of this Agreement is found to be **unenforceable**, the **remaining provisions** will continue in **full effect.**

43. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Agreement constitutes the entire agreement between **Swordfish and the Supplier**, superseding all prior agreements, proposals, or representations relating to its subject matter. In case of conflict, the order of precedence is: (i) the relevant **Annexure**, (ii) this Agreement, and (iii) any referenced Documentation. Section titles are for convenience only and do not affect interpretation.