

Duties and/or responsibilities of PATHFINDERZA SOFTWARE PROPRIETARY LIMITED (PathfinderZa) and Client:

DEFINITIONS

In this Agreement, unless the context indicates a contrary intention, the following words and expressions shall bear the meanings assigned to them hereunder, and cognate expressions shall bear corresponding meanings:

"Client" shall mean the customer who has signed the quotation or the Party on whose behalf the Client has signed the quotation.

"Company: shall mean PathfinderZa Software Pty Limited, with Company registration number 2019 / 221382 / 07, operating as a software development and maintenance Company.

"Effective date" shall mean the signature date on the written quotation.

"Parties" shall mean PathfinderZa and the Client collectively and encompasses a reference to each individually as the context may require.

"Pivot Safety

System" shall mean an electronic Safety Management System which helps manage safety challenges and the Client specific safety policies.

"Signature

date" shall mean the date upon which the last Party hereto signs this Annexure.

"Site" shall mean A collection of sensors. Each Site has users that can do certain things depending on their authorisation permissions. Currently, there are three permissions attached to a Site, namely: change the Site's name; change the position of sensors on the Site, and Emulate detection events.

"Quotation" shall mean the quotation to which these duties and responsibilities are annexed.

1. Conclusion of Agreement

Notwithstanding any reference to the date upon which the PathfinderZa shall commence work or delivery of the Unattended Ground Sensors (UGS(s)) to the Client as the case may be, the Agreement between the Parties shall only come into effect upon the event of the Client making payment of the deposit referred to in the quotation. This condition is imposed for the benefit of PathfinderZa. In the event of the deposit not being paid timeously, PathfinderZa reserves the right to abide by or to resile from the Agreement.

2. Quotation

- 2.1 PathfinderZa will provide the Client with a written quotation on request for the supply and installation of the UGS(s), being security motion sensors buried underground and utilised for the Services offered by PathfinderZa (Services) to the Client.
- 2.2 By accepting the aforesaid quotation for the supply and installation of the UGS(s) and Services related thereto, the Client agrees that this establishes and creates a valid Agreement between the Parties, which agreement came into being in Pretoria, Gauteng Province, within the Republic of South Africa (the Agreement).
- 2.3 By signing the quotation document, the Client consent to and agree not to refrain from any of the following:
- 2.3.1 to abuse, harass, threaten, impersonate or intimidate any person associated with or employed by PathfinderZa to install the (Include what this includes);
 - 2.3.2 to post, transmit, or cause to be posted or transmitted, any content that is libellous, defamatory, obscene, abusive, offensive, profane, or infringes on PathfinderZa's rights or the rights of any other person associated with or employed by PathfinderZa;
 - 2.3.3 to communicate with PathfinderZa or any person associated with or employed by PathfinderZa in an abusive or offensive manner;
 - 2.3.4 to utilise, distribute, disclose, replicate or use the website's contents, quotation documentation, design drawings, and communication with Client's in any improper manner that has not been consented to in writing by PathfinderZa.
- 2.4 By signing the quotation, the signatory acknowledges, accepts and agrees that the signee is personally jointly and bound to the principal Party, if applicable, as co-principal debtor jointly and severally and liable for payment of the full amount reflected in the quotation, final invoice and any and all payments which becomes due and payable to PathfinderZa. The signatory agrees that these terms and conditions of service will apply in the exact same way to him/her.
- 2.5 All quotations will remain valid for a period of 30 days from the date of the quotation or until the date of issue of a new price list or any cost increases, whichever occurs first. If the Client disputes the amount of increase, the amount of the increase may be certified by any independent auditor, and such certificate shall be final and binding on the Client. In any event, the Client shall have only 14 (fourteen) days from the date on which the increase is implemented or claimed by PathfinderZa to object thereto, failing which the increase shall be final and binding.

2.6 Delivery, installation and performance times quoted are merely estimates and are not binding on PathfinderZa.

3 Deposit

- 3.1 Within 7 (seven) days from the quotation being accepted by the Client a deposit will be due and payable as set out in the quotation. Upon the deposit being paid, PathfinderZa will process the order, which includes ordering the necessary equipment and units for installation purposes. PathfinderZa reserves the right, at its sole discretion, to waive any deposit, and will advise the Client of same in writing, if applicable.
- 3.2 All required material and equipment regarding the installation of the UGS(s) will be arranged, ordered and prepared by PathfinderZa once the deposit amount is reflected in its bank account.
- 3.3 Once there is compliance with clauses 2.1 and 2.3 above, a date and time for the commencement of the installation of the UGS(s) Units will be arranged with the Client.
- 3.4 Should PathfinderZa not require a deposit to be paid prior to the commencement of any work (for example, if the Client works on an order system), the Client shall remain fully liable for any and all costs incurred and fees of PathfinderZa should an order be cancelled by the Client at any stage prior to its completion. An invoice submitted to the Client by PathfinderZa in this regard reflecting any and all such costs and fees shall be sufficient proof of the amount payable by the Client and PathfinderZa will not be required to further substantiate the amounts in any manner.

4. Client's Obligations and Liabilities

- 4.1 The Client will be liable for all costs, including but not limited to the transportation of machinery, equipment and the delivery of all material from any pickup location to the installation Site (transportation costs). The transportation costs will be billed, allocated and included in the final invoice regarding the Services. Should the Client cancel the installation process for whatever reason prior to finalisation thereof or commencement of the installation process but after the transportation costs have been incurred, the Client will be liable for the transportation costs as described above. These transportation costs may vary from time to time due to fuel increases or any other reasonable external circumstance beyond the control of PathfinderZa. PathfinderZa reserves the right to include the difference in price from the quotation delivered in the final invoice.

- 4.2 Should the Client cancel the installation process prior to its finalisation thereof, the Client remains fully liable for all costs incurred relating but not limited to all the material ordered and prepared and all work done up to and including the date of cancellation by PathfinderZa.
- 4.3 It is the sole responsibility of the Client to provide PathfinderZa, in writing, with any and all information, documentation, maps, diagrams, plans, and, if possible, GPS co-ordinates indicating the precise location of any and all underground installations/Services, cables/wiring of any nature, pumps of any nature, pipelines of any nature, servitudes registered over the Client's property or areas upon which no underground drainage installation may be conducted by law, court order or other reason, prior to the acceptance of the final installation plans or payment of the required deposit.
- 4.4 Should PathfinderZa conduct any installation near any indicated underground installations/Services, cable/wiring, pump, pipeline, servitude or other, it is the duty and responsibility of the Client to ensure the presence of a duly authorised representative of the Client to indicate, advise of and to open the precise location and directions/depth thereof to avoid any damages.
- 4.5 The Client will be liable for any additional and reasonable costs incurred by PathfinderZa in order to give operation to this Agreement and the installation of the UGS(s) units at the location as selected by the Client and further agrees to settle the invoice on presentation thereof by PathfinderZa.
- 4.6 The Client agrees to be liable for any additional costs should the final quantity of materials and/or equipment vary from the initial quotation provided by PathfinderZa as a result of the setting and/or positioning of the location and, therefore, complexity of the installation, which requires additional work and/or labour and equipment. The quotation provided does not include any other fittings that may be necessary during the installation of the irrigation automation system, and these costs shall also be borne by the Client.

5. Delivery and Risk

- 5.1 All risk in respect of the UGCs sold to the Client in terms of this Agreement shall pass to and remain with the Client from the time of physical delivery thereof to the Client.
- 5.3 Notwithstanding that certain of the UGS(s) may be returned to PathfinderZa for the purposes of repair or adjustment, all risk in the USGs shall nonetheless remain with the Client after initial delivery.
- 5.4 Any and all risk of loss and damage of any and all machinery, equipment, material or other property of PathfinderZa shall pass to the

Client once transported/delivered to the installation Site of the Client, and the Client shall be liable for replacement of any such machinery, equipment, material or other property of PathfinderZa if damaged was caused due to the Client's negligence and/or fault.

- 5.5 The risk of damage to, destruction or theft of the UGS(s) shall pass to the Client on acceptance of any order placed in terms of this Agreement, and the Client undertakes to comprehensively insure the UGS(s) until paid for in full.
- 5.6 PathfinderZa shall be entitled to invoice each delivery / performance actually made separately.

6. Payment and Additional Costs

- 6.1 The final invoice will be due and payable on presentation thereof to the Client.
- 6.2 Should payment from a Client not be received on the due date for such payment, any discount/reduction afforded to such Client or any part thereof (if applicable) will be forfeited by the Client, and full payment will be claimed, and an invoice in this regard will be sent to the Client, therefore the application and enforcement of this clause vest within the sole discretion of PathfinderZa.
- 6.3 The Client accepts a certificate of indebtedness/invoice of any amount due which has been issued by any director of PathfinderZa for any Services rendered, transportation, costs incurred or installation of the sub-surface drainage or irrigation system, or any part thereof, as accurate and a true and correct reflection of such amount due and indebtedness.
- 6.4 No payment of any nature may be withheld by the Client for any reason whatsoever at any stage, the Client remains liable for full payment of any and all invoices of PathfinderZa on the due date for payment thereof without exception. No extension of payment of any nature be applicable or enforceable unless agreed to by PathfinderZa, reduced to writing and signed by the Client and a duly authorised director of PathfinderZa. The Client is not entitled to set off any amount due to the Client for any reason whatsoever by PathfinderZa against this debt.
- 6.5 The Client agrees to pay all additional costs resulting from any acts or omissions by the Client, including suspension of work, modification of requirements, failure or delay in giving particulars required to enable work to proceed on schedule or requirements that work be completed earlier than agreed.

6.6 Any payment into any other bank account by the Client shall not be accepted as proper payment to PathfinderZa. The Client's responsibility is to ensure that the banking details have been fully confirmed by it (in writing and telephonically) before making any payments to PathfinderZa.

7 Ownership

7.1 PathfinderZa hereby expressly reserves ownership in all and any UGS(s) sold to the Client until payment in terms of the final invoice has been effected in full.

7.2 The aforesaid reservation of ownership shall be applicable whether or not the UGS(s) hereby sold have been installed at the Site.

7.3 The risk of and duty to make any and all payments which become due and payable to PathfinderZa shall remain that of the Client until the said payment reflects in the indicated bank account of PathfinderZa. The banking details of PathfinderZa are herewith confirmed as Nedbank cheque account – PathfinderZa Software Proprietary Limited.

8. Indemnities

8.1 The Client shall defend; release, discharge, relinquish; and indemnify, protect and hold harmless PathfinderZa, its affiliates, and its directors, officers, employees, consultants and contractors (collectively, the "Indemnitee Group") from and against any and all actions, claims, costs (including without limitation, costs of investigation, litigation, and court costs), damages, demands, fines, interest, judgments, liabilities, losses, penalties, proceedings, suits (including appeal), and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "Claims") that are brought by or against the Client alleging any damage to the Client's property, any bodily injury, illness, or death of any member of the Client's personnel/employees or that result from physical damage, loss, or loss of use of any tangible property of the Client which arise out of, relate to, or are connected with this Agreement and provision of the Services. Furthermore, the Client fully indemnifies PathfinderZa against any damage caused (directly or indirectly and/or incidental) to any property of the Client or third-party for which the Client has not given PathfinderZa prior written notice of.

8.2 Several external and unforeseen factors, excluding the design and installation work of the automation system that carries a warranty from PathfinderZa, but including but not limited to, rain, wind, water, the movement of people, cars or animals could vary and influence the performance, effectiveness, and/or expected result of the automation system. In light hereof, PathfinderZa provides no guarantees and takes no liability for the failure of the Pivot Safety System once the Client signed off on each installation.

8.3 PathfinderZa does not guarantee or take any liability for the effective performance of any installation of which the Client's selection/instruction deviated in any manner from the recommended optimal installation specifications provided by PathfinderZa on the planning and cost-estimation documentation.

8.4 PathfinderZa will not be responsible for any web-based links to other third-party websites from its webSite or the terms of use of such other third-party websites. Therefore, it is the Client's responsibility to acquaint itself fully with the terms and conditions of any web-based links prior to accepting and opening them.

9. Warranties and Guarantees

9.1 PathfinderZa warrants and guarantees for a period of 1 (One) year the accurate and correct automation and tracking of the installed UGS(s). The Client consents and agrees irrevocably that PathfinderZa may conduct any tests and apply any possible solutions to any unforeseen complications/problems which arise or are experienced in the installation process of the UGS(s).

9.2 All guarantees are immediately null and void should any goods be tampered with or should the installation be altered by anyone other than PathfinderZa.

9.3 PathfinderZa reserves the right at its sole discretion to provide alternative goods of the same quality and quantity at the prevailing prices to those ordered by the Client should such goods be superseded, replaced or their manufacture terminated.

10. Breach

If,

10.1 the Client fails to pay any amount due to PathfinderZa under this or any other Agreement between them on due date thereof; or

10.2 the Client is sequestrated or placed in liquidation or under business rescue, whether provisional or final; or

10.3 the Client commits any act of insolvency; or

10.4 the Client enters into any compromise with its/his/her creditors; or

10.5 the Client fails to satisfy any judgment granted against it/him/her within 7 (Seven) days of the date of such judgment,

10.6 Then, in any of the aforementioned events, PathfinderZa shall be entitled, without prejudice to any other rights which it may have to repossess the UGS(s) and claim from the Client immediate payment of any monies due by the Client.

11. Penalties

11.1 Any delays caused by the Client or any person associated or affiliated with the Client during installations by the Client of whatsoever nature will be penalised at a rate of \$110.00 (One Hundred and Ten United States Dollars) per hour and \$900.00 (Nine Hundred United States Dollars) per day. The indicated United States Dollars amount will be calculated and charged to an equal value in the same currency, in terms of which the initial quotation document was provided at the applicable exchange rate when the delay mentioned above occurs.

11.2 Should any invoices remain unpaid after the due date for payment thereof, PathfinderZa will have the right to immediately enter the premises of the Client without any prior notice and at any time and to proceed to block or in any other manner render the operation of the installation or any part thereof inoperable. Should it be found that the Client has acted in any manner which breaches the provisions of this clause, the Client shall immediately be liable to a penalty to the value of \$250 000 (USD).

12. Confidentiality

12.1 The contents contained on quotation documentation, design drawings and communication with Clients or otherwise, and/or any other information/documentation which are not circulated freely by PathfinderZa within the public domain, are strictly private and confidential and remain the property of PathfinderZa. Therefore, the Client is not allowed to distribute, disclose, replicate or use the contents thereof, use the PathfinderZa's logo or other visual media without the express prior written consent of PathfinderZa.

12. Laws Applicable hereto and Courts Jurisdiction

12.1 The terms and conditions of service are governed by the laws of the Republic of South Africa, and by your acceptance of these terms and conditions, you specifically and irrevocably consent to and submit to the jurisdiction of the High Court of South Africa, Gauteng Division, Pretoria for any and all proceedings referred to court.

13. Termination

13.1 PathfinderZa reserves the right to, in its sole discretion, unilaterally terminate the Agreement with any Client at any stage. The Client will remain fully liable for payment of all costs and fees of PathfinderZa up

to the notice of termination This clause shall apply mutatis mutandis should the Client cancel the Agreement for installation or should it be done by agreement.

13.2 Should it be necessary for PathfinderZa to institute any legal proceedings against a Client for any reason whatsoever, the Client shall be liable for the payment of PathfinderZa's legal costs on a scale as between attorney and Client.

14. Force Majeure

14.1. Neither Party ("Affected Party") will be liable for loss or damage sustained by the other Party ("Unaffected Party") as a result of a failure of the Affected Party to perform its obligations under this Agreement due to an event of force majeure.

14.2. The following are examples of an event of force majeure: damage or delay caused by natural disasters, the adoption of ordinance or act of government (de facto or de jure), natural phenomena such as pandemics, earthquakes, and floods, fire, riot, war, war-like conditions, hostilities, sanctions, revolutions, looting, strikes, embargoes on flights, exclusions to strike and other matters beyond the reasonable control of the Affected Party. In respect hereof, the Parties acknowledge and accept that:

14.2.1. Covid-19 has been declared a global pandemic since January 2020; and

14.2.2. The Affected Party shall furnish the Unaffected Party with written notice as soon as possible after the occurrence of the event of force majeure of any such inability to perform; provided further that the obligation to give such notice shall be suspended to the extent necessitated by the event of force majeure. The Affected Party shall use reasonable commercial endeavours to terminate the circumstances giving rise to the event of force majeure and upon the termination of the circumstances giving rise thereto, shall forthwith give written notice thereof to the Unaffected Party.

14.2.3 Notwithstanding the above, in the event that the event of force majeure endures for more than 30 (thirty) continuous days, either Party may terminate this Agreement by written notice to the other Party.

15. General

- 15.1 Any communication, invoice or notice sent to the email address/es of the Client through which any communication has been received by PathfinderZa from the Client at any stage shall serve as and be regarded as sufficient and effective notice or service of such communication if sent to such email address.
- 15.2 No relaxation or waiver of any terms and conditions as set out herein will be enforceable unless reduced to writing and signed by PathfinderZa and the Client.
- 15.3 The Client undertakes to inform PathfinderZa in writing within 7 (seven) days of any change of director, member, shareholder, owner or partner or address or 14 (fourteen) days prior to selling or alienating the Client's business or property and failure to do so will constitute a material breach of this Agreement/terms and conditions of service.
- 15.4 Should any problem of any nature be found with regard to any goods or Services rendered by PathfinderZa, the Client must allow PathfinderZa a period of no less than 90 (ninety) days to resolve the issue including but not limited to manufacturing defects, system malfunctions etc. prior to the Client having the right to take any further action of whatsoever nature.
- 15.5 Each provision of this Agreement/terms and conditions of service is severable from the other provisions. Should any provision be found to be invalid or unenforceable for any reason, the remaining provisions hereof shall nevertheless remain binding and continue with full force and effect.
- 15.6 Should any dispute of whatsoever nature arise between the Client and PathfinderZa which dispute is not resolved between the Parties within a period of 5 (five) business days. The Parties in such an event shall be entitled to request that an attempt be made to resolve the difference or dispute by way of mediation.
- 15.7 If the Parties cannot agree on a mediator, the mediator shall be, the nominee of the Chairperson for the time being of the of the Johannesburg Bar Council.
- 15.8 The mediator shall in his absolute discretion determine the nature and format of the mediation with the sole aim of resolving the difference and/or dispute by way of negotiation as soon as possible, and the Parties shall bear the cost of the mediation as determined by the mediator to the dispute in equal shares.