



TERMS OF USE AGREEMENT

These Terms of use Agreement are effective as of 1 March 2022.

Welcome to Wealthbit! These Terms ("Terms of Use Agreement") apply to your ("The Client") use of Wealthbit's ("The Provider") financial planning platform (the "System"). By using the The System, subscribing to our Services and electronically accepting this Terms of Use Agreement, you agree that this Agreement will become a legally binding Agreement between you and Wealthbit.

If you have any questions, you can contact us by sending an email to hello@wealthbit.co.

We have the right to change these Terms of Use Agreement at all times. The latest version of these Terms of Use Agreement will always apply. Arrangements that deviate from these Terms of Use Agreement will only be applicable if they have been agreed on by us in writing.

The Provider has developed systems to assist as an enabler to financial planners, financial planning businesses, employee benefit businesses and discretionary fund managers.

By accepting these Terms of Use Agreement and using the System, you are also expressly and actively consenting to our processing of your personal information in accordance with our Privacy Policy.

1 Definitions

For the purposes of this Terms of Use Agreement and the preamble above, unless the context requires otherwise:

- 1.1 **Authorised Users:** those employees, agents and independent contractors of the Client who are authorised by the Client to use the Services;
- 1.2 **Business Day:** any day which is not a Saturday, Sunday or public holiday in South Africa;
- 1.3 **Confidential Information:** information that is proprietary or confidential (including but not limited to the Client's End-User-Client information) and is either clearly labelled as such or identified within this Agreement;
- 1.4 **Client:** means the financial services provider advising the End-User-Client or the company that has the authority to provide the End-User-Client's data for the end-user client's benefit;
- 1.5 **Client Profile:** information that is proprietary or confidential (including but not limited to the Client's End-User-Client information) and is either clearly labelled as such or



identified within this Agreement;

- 1.6 **End-User-Client Data:** the data (including but not limited to Personal Information made available by the Client's End-User-Clients) inputted/submitted by the Client, Authorised Users or Service Providers on the Client's behalf for the purpose of using the Services or facilitating the Client's use of the Services;
- 1.7 **End-User-Client:** means clients or employees of the Client;
- 1.8 **Effective Date:** the date of the electronic acceptance of this Agreement through our System;
- 1.9 **Normal Business Hours:** 8.00 am to 5.00 pm local time, each Business Day;
- 1.10 **Personal Information:** information as defined under the Protection of Personal Information Act 4 of 2013;
- 1.11 **Services:** the subscription services provided by Provider to the Client under this Agreement as well as the Subscription Agreement, of which the Software forms part of and as more particularly described in the Subscription Agreement;
- 1.12 **Service Providers:** the financial service providers utilised by the Client for the benefit of its own End-User-Clients;
- 1.13 **System:** the software platform, applications and such other electronic channel as may be made available from time to time by Provider for the provisioning of the Services.
- 1.14 **Subscription Agreement:** the additional Agreement given to the Client with details of Services, Subscription term and monthly charges, termination terms and usage based discounts. This Agreement will work in conjunction with this Agreement;
- 1.15 **Subscription Fees:** the subscription fees payable by the Client to Provider for the Services as per the signed Subscription Agreement;
- 1.16 **Subscription Term:** as set out in the Subscription Agreement;
- 1.17 **Terms of Use Agreement:** also referred to as ("Agreement"), the terms of use Agreement as made available and agreed to by the Authorised User prior to utilisation of the Services;

2 General Interpretation

In addition to the definitions in clause 1, unless the context requires otherwise:

- 2.1 the parties shall, wherever necessary or appropriate, be referred to by their defined designations on the cover page hereof;
- 2.2 a reference to:-
 - 2.2.1 any particular gender shall include the other two genders;
 - 2.2.2 the singular shall include the plural and vice versa;

- 2.2.3 a natural person shall include a juristic person (whether a corporate or unincorporated created entity) and vice versa;
- 2.2.4 all additional Agreements hereto are incorporated herein and shall have the same force and effect as if they were set out in the body of this Agreement;
- 2.2.5 words and/or expressions defined in this Agreement shall bear the same meanings in any additional Agreements hereto which do not contain their own defined words and/or expressions;
- 2.2.6 where a period consisting of a number of days is prescribed, it shall be determined by excluding the first and including the last day;
- 2.2.7 where the day upon or by which any action is required to be performed on a day other than a Business Day the parties shall be deemed to have intended such act to be performed upon or by the first day thereafter which is a Business Day;
- 2.2.8 where an expression has been defined (whether in this clause 2 or elsewhere in this Agreement) and such definition contains a provision conferring rights or imposing obligations on either party, effect shall be given to that provision as if it were a substantive provision contained in the body of this Agreement;
- 2.2.9 if figures are referred to in numerals and words, the words shall prevail in the event of any conflict between the two;
- 2.2.10 words and/or expressions defined in any particular clause in the body of this Agreement shall, unless the application of such word and/or expression is specifically limited to that clause, bear the meaning so assigned to it throughout this Agreement;
- 2.2.11 the *contra proferentem* rule shall not apply and accordingly none of the provisions hereof shall be construed against or interpreted to the disadvantage of the party responsible for the drafting or preparation of such provision;
- 2.2.12 the *eiusdem generis* rule shall not apply and whenever a provision is followed by the word "including" and specific examples, such examples shall not be construed so as to limit the ambit of the provision concerned;
- 2.2.13 a reference to any statutory enactment shall be construed as a reference to that enactment as at the Date this Agreement was agreed to on our System and as amended or re-enacted from time to time thereafter;
- 2.2.14 the expiration or termination of this Agreement shall not affect such of its provisions as expressly provide that they will continue to apply after such expiration or termination or which of necessity must continue to apply after such expiration or termination;

2.2.15 any communication which is required to be "in writing" shall include a communication which is written or produced by any substitute for writing or which is partly written and partly so produced, and shall include printing, typewriting, lithography or electronic mail or any form of electronic communication or other process or partly one and partly another.

3 Term and Termination

3.1 This Agreement shall commence on the Date this Agreement is electronically accepted and shall continue until all Services hereunder have been terminated in writing.

4 Grant of Rights and Restrictions

4.1 Subject to the terms and conditions of this Agreement, The Provider hereby grants to the Client a non-exclusive, non-transferable and revocable right to use and/or permit Authorised Users to use the Services during the Subscription Term solely for the Client's internal business operations.

There is no limitation on the number of Authorised Users to utilise the Services, however: -

4.1.1 the activation of each user shall be subject to the provision of certain information for registration purposes which information shall be provided by the Client to The Provider in the prescribed form; and

4.1.2 the utilisation of the Services shall be subject to each Authorised User accepting the Terms of Use Agreement

4.2 Subject to the Terms of this Agreement, The End-User Client grants consent to the Client and the Provider to the End-User Client's Data for the use of The Provider's Services only.

4.3 The Client shall not allow any third party to, subject to license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party;

4.4 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify The Provider.

4.5 The rights provided under this clause are granted to the Client and its Authorised Users only and shall not be considered granted to any subsidiary or holding company of the Client, unless otherwise agreed to in writing.

5 Service

5.1 The Provider shall service and maintain the Systems in conformity with all description and specifications provided to the Client in the Subscription Agreement.

- 5.2 The provider shall make every commercially reasonable effort to maintain uninterrupted service except for:
- 5.2.1 planned maintenance as per the maintenance schedule in Subscription Agreement. Such maintenance will be performed out of business hours; and
 - 5.2.2 unplanned maintenance where all efforts will be made to perform such maintenance outside of business hours and with prior notice to the Client.
- 5.3 The services offered elected by the Client are detailed in Subscription Agreement.
- 5.4 Further obligations of the Provider are set out in Subscription Agreement or are set out in the Subsequent Orders.

6 Waiver of liability

- 6.1 The Client acknowledges that the Provider is not liable under the following circumstances:
- 6.1.1 If a problem with the Systems relate to a problem not covered by this Agreement or if a request relates to Systems not within the scope of Subscription Agreement or any Subsequent Orders;
 - 6.1.2 If the Client withholds its co-operation and assistance in determining the cause of any problem;
 - 6.1.3 If a problem relates to products not supported by and/or supplied by the Provider;
 - 6.1.4 The Provider determines in its sole discretion that the problem or service failure has occurred as a result of any acts/omissions of the Client or any member of staff of the Client. If such determination is disputed, the aforesaid may be referred to dispute resolution as contemplated in Clause 16;
 - 6.1.5 if the problem or service failure underlying a request for service relates to scheduled maintenance;
 - 6.1.6 the occurrence of an instance of force majeure, or any act of God, including but not limited to; strikes, lockout, war, civil strife, unrest, theft, lightening, power surges, rain fade, load shedding, solar outages, telecommunication service operation failure and/or transmitter failures;
 - 6.1.7 the use by the Client of any Systems other than those specified by the Provider;
 - 6.1.8 refusal by the Client to upgrade any facilities as instructed by the Provider in its sole discretion; and
 - 6.1.9 the use of the Systems by the Client in breach of this Agreement.

7 Indemnity

- 7.1 The Client holds the Provider harmless and indemnifies the Provider in its entirety from any claim for any damage or any loss suffered by the Client directly or indirectly attributed to the use of the Systems or any opinion or advice given from data obtained or analysed therein.
- 7.2 The Client acknowledges and agrees that it is not within The Provider's control how and for what purpose the results of the Services are used by the Client or the Client's clients. Furthermore, the Client fully acknowledges The Provider's limits of indemnity, warranty and liability and agrees that all such commitments made to the Client's clients will be the responsibility of the Client.
- 7.3 Except as expressly and specifically provided in this Agreement the Client assumes sole responsibility for results obtained from the use of the Services by the Client, and for conclusions drawn from such use. The Provider shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to The Provider by the Client or any Service Provider in connection with the Services, or any actions taken by The Provider at the Client's direction.

8 Breach

Save for termination by the Client as per the terms as set out in Subscription Agreement, or any Subsequent Order, where damages and/or penalties are set out therein, should either Party commit a material breach of this Agreement, Subscription Agreement or any Subsequent Order, and fails to remedy such breach within 45 (forty five) business days of having been called upon in writing by the other Party to do so then the other Party may, in its discretion and without prejudice to its rights in this Agreement, and/or Subscription Agreement, and/or any Subsequent Orders or in law, cancel this Agreement and claim damages or alternatively proceed with a claim for specific performance. In the event of breach or termination of this Agreement as per Subscription Agreement or any Subsequent Order, the Client shall immediately return the Systems or allow access to the Provider to uplift the Systems, in addition, the Provider may in its discretion and without liability, terminate access to the Systems. In the event of a breach, either Party shall be entitled to claim all legal costs on an attorney/client scale, including counsel on brief and collection commission.

9 Intellectual property rights

- 9.1 All patents, trademarks, trade names, business names, copyright and rights (whether registered or unregistered) of either Party are the property of such Party, however, any modifications or developments to the Systems attended to by the Provider in connection or in consultation with the Client or their employees or agents shall remain the property of the Provider.

- 9.2 The Provider shall not infringe on any, trademarks, trade names, business names, copyright and property rights (whether registered or unregistered) of the Client.
- 9.3 The Provider warrants that no aspect of the Systems will infringe any patent, design, copyright, trade secret or other proprietary rights of any third Party, and the Provider has obtained the necessary licences, consents, authority and permission to provide the same.
- 9.4 The Client agrees that the Provider and/or its licensors own all intellectual property right in relation to the systems and services as described in Subscription Agreement

10 Client Data

- 10.1 The Client shall own all rights, title and interest in and to all of the Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of anonymised Client Data.
- 10.2 The Provider shall follow appropriate archiving procedures for Client Data. In the event of any loss or damage to Client Data, the Client's sole and exclusive remedy shall be for The Provider to use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by The Provider. The Provider shall not bear responsibility for any loss, destruction, alteration or disclosure of Client Data caused by any third party (except those third parties sub-contracted by The Provider to perform services related to Client Data maintenance and back-up).
- 10.3 The Provider shall, in providing the Services, comply with its Privacy Policy relating to the privacy of the Client Data as made available from The Provider from time to time, as such document may be amended from time to time by The Provider in its sole discretion. The Privacy Policy is hereby incorporated into this Agreement by reference.
- 10.4 The Provider processes Personal Information on the Client's behalf when performing its obligations under this Agreement. As a result of the aforesaid and the Client's selection of the Service option under Subscription Agreement, the Client shall, for purposes of the Services, be the responsible party (data controller) and The Provider shall be an operator (data processor) and in any such case:
 - 10.4.1 The Provider takes possession of Client Data and shall process Client Data with the understanding and representation from the Client that:-
 - 10.4.2 the processing of Client Data is necessary to carry out actions for the conclusion or performance of a contract between the Client and the Client's client; or
 - 10.4.3 the processing of Client Data is in the interest of the Client's clients; or
 - 10.4.4 the Client's client has consented to the process of his/her Personal Information;
 - 10.4.5 the Provider has disclosed all relevant information to its client;

- 10.4.6 the Client shall inform The Provider within 24 (twenty-four) hours if the Client's consent is withdrawn or if the processing of information is objected against by any Client's End-User-Client client or when no longer required to retain the information, in order to comply with relevant legislation;
- 10.4.7 The Provider shall process the personal information only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Client from time to time and in accordance with the relevant laws;
- 10.4.8 The Provider shall establish and maintain appropriate security measures for the protection of Personal Information;
- 10.4.9 Each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Information or its accidental loss, destruction or damage;
- 10.4.10 In the event that a Client's client, to whom the Personal Information relates, requests information from The Provider concerning the processing of Personal Information, The Provider will refer this request to the Client. This means that The Provider will not give out Personal Information or other information about the processing of Personal Information without explicit instructions from the Client;
- 10.4.11 The Provider shall notify the Client immediately in writing if there are reasonable grounds to believe that the Personal Information has been accessed or acquired by any unauthorised person or that there has been any loss or corruption of Personal Information. The Provider agrees to use its best endeavours to assist the Client, where such information has been used, lost, corrupted or disclosed in remedying such unauthorised use, loss, corruption or disclosure;
- 10.4.12 In the event that The Provider uses a third party for any or all of the processing activities required of The Provider in connection with this Agreement, it will ensure that it has signed terms and conditions sufficient to meet its obligations under this Agreement; and
- 10.4.13 Disclosure of any Personal Information to any of The Provider's employee or representative, which will be done on a need-to-know basis only, and without prejudice to the Client's rights in terms of this Agreement, the Provider shall procure that each employee or representative is aware of the confidential nature of the information being disclosed and shall be bound by an applicable confidentiality provision.

11 Confidential information and POPI

11.1 POPI:

- 11.1.1 “POPI” means the Protection of Personal Information Act No 4 of 2013;
- 11.1.2 The Client shall be entitled at its own expense, from time to time, on 14 (fourteen) days written notice to the Provider, to conduct an audit or investigation of the Provider’s compliance with (i) the terms of this Agreement; and (ii) the provisions of POPI, once enacted (“the audit”);
- 11.1.3 During the conduct of any audit by the Client, the Provider shall:
- 11.1.4 Furnish the Client with all documents, policies and correspondences as may be requested by the Client to confirm compliance with POPI;
- 11.1.5 furnish the Client with physical evidence confirming or evidencing compliance by the Provider with POPI, once enacted; and shall provide all reasonable assistance to the Client in relation to such audit.
- 11.2 The Provider shall follow appropriate archiving procedures of Client data. In the event of any loss or damage to Client data, the Client’s sole and exclusive remedy shall be for the Provider to use reasonable commercial endeavours to restore the lost or damaged Client data from the latest back-up of such Client data maintained by the Provider. The Provider shall not be responsible for any loss, destruction, alteration or disclosure of Client data caused by any third party, unless the Provider has intentionally or through gross negligence caused the same.
- 11.3 The Provider shall process the personal information only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Client from time to time and in accordance with the relevant laws.
- 11.4 The Provider shall establish and maintain appropriate security measures for POPI.
- 11.5 Each Party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the Client data or its accidental loss, destruction or damage.
- 11.6 The Provider shall notify the Client immediately in writing if there are reasonable grounds to believe that Client data has been accessed or acquired by any unauthorised person or that there has been any loss or corruption thereof. The Provider agrees to use its best endeavours to assist the Client, where such information has been used, lost, corrupted or disclosed in remedying such unauthorised use, loss, corruption or disclosure.
- 11.7 In the event that the Provider uses a third party for any or all of the processing activities required of the Provider in connection with this Agreement, it will ensure that it has signed terms and conditions sufficient to meet its obligations under this Agreement.
- 11.8 Each Party must treat and hold as confidential all information which it may receive from the other Party.

- 11.8.1 Confidential information shall include, but is not limited to; all software and associated material and documentation, including the information contained therein, Client data, all information relating to the Parties past, present and future research and development, the Parties business activities, products, systems, Clients, as well as the Parties technical knowledge and trade secrets (“the confidential information”);
- 11.8.2 Either Party shall only make the confidential information available to those who are actively involved in the execution of this Agreement;
- 11.8.3 Neither Party shall directly nor indirectly disclose the confidential information to third Parties, unless it is specifically authorised to do in writing;
- 11.8.4 Upon termination or expiry of this Agreement:
- 11.8.4.1 the Parties shall destroy all originals and copies of confidential information in their possession however the Provider shall be entitled, subsequent to the necessary de-identification (to the extent that it cannot be re-identified), utilise the de-identified data for its own purposes;
 - 11.8.4.2 all licences granted under this Agreement shall immediately terminate; and
 - 11.8.4.3 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.
 - 11.8.4.4 The foregoing obligations shall not apply to any information which:
 - is lawfully in the public domain at the time of disclosure;
 - subsequently and lawfully becomes part of the public domain by publication or otherwise; and
 - is disclosed pursuant to a requirement or request by operation of law, regulation or court order.
- 11.8.5 This clause is severable from the remainder of the Agreement and shall remain valid and binding upon the Parties indefinitely, notwithstanding any termination thereof.

12 Jurisdiction

- 12.1 This Agreement, the terms of Subscription Agreement or the terms of any Subsequent Orders and its implementation and interpretation, the courts in South Africa shall have exclusive jurisdiction to decide any disputes arising under this Agreement.
- 12.2 Notwithstanding the provisions of clause 12, the Parties shall be entitled to institute all or any proceedings in connection with this Agreement in the High Court of the Republic of South Africa

(South Gauteng High Court, Division) and each Party hereby consents to and submits to the non-exclusive jurisdiction of that court.

13 Cession and assignment

Neither Party shall be entitled to cede, assign, delegate or otherwise transfer the benefit or burden of all or any part of the Agreement the terms of Subscription Agreement or the terms of any Subsequent Orders without the prior written consent of the other Party, which consent will not be unreasonably withheld.

14 Staff recruitment

Both Parties agree that for the duration of the Agreement and for a period of 24 (twenty four) months after its termination, neither Party shall employ or engage as an independent consultant, or offer such employment or engagement to any such other employees who are involved in the supply of Systems, without the other's written permission.

15 Dispute Resolution

- 15.1 This clause is a separate, divisible Agreement from the rest of this Agreement and shall not be or become void, voidable or unenforceable by reason only of any alleged misrepresentation, mistake, duress, undue influence, impossibility (initial or supervening), illegality, immorality, absence of consensus, lack of authority or any other cause relating in substance to the rest of this Agreement and not specifically to this clause. The parties intend that any such issue shall be subject to mediation and / or arbitration in terms of this clause.
- 15.2 The Parties shall attempt in good faith to settle any dispute arising out of or in connection with this Agreement, including, without limitation, concerning:
 - 15.2.1 the existence (apart from this clause) of; or
 - 15.2.2 the interpretation and effect of; or
 - 15.2.3 the parties respective rights or obligations under; or
 - 15.2.4 the carrying out of; or
 - 15.2.5 the rectification of; or
 - 15.2.6 the breach, or any other matter arising directly or indirectly out of; or
 - 15.2.7 damages in delict or contract, compensation for unjust enrichment or any other claim, whether or not the rest of this Agreement apart from this clause is valid and enforceable; in relation to, this Agreement ("the dispute") through direct negotiation between the Parties.

- 15.3 For the purposes of the negotiations, each Party involved in the dispute shall appoint a representative to negotiate on its behalf with the representative of the other Party.
- 15.4 If the Parties to the dispute are unable to resolve the dispute by way of direct negotiation between them within 20 (twenty) Business Days of the dispute having been raised in writing, then the dispute shall be referred to a mediator agreed upon between the Parties such mediation to be held in Johannesburg.
- 15.5 If the Parties to the dispute are unable, either to agree on a mediator or to resolve the dispute by way of mediation, within 10 (ten) Business Days of the dispute having been raised in writing, then the dispute shall be submitted to and decided by arbitration to be held in Johannesburg. Save as set out herein, the arbitration shall be governed by the Arbitration Act of 1965 or any replacement Act and shall be conducted in accordance with the Expedited rules and regulations of the Arbitration Foundation of South Africa Limited (“AFSA”), in force from time to time.
- 15.6 The parties shall agree on the arbitrator who shall be an attorney or advocate on the panel of arbitrators of the AFSA. If an Agreement is not reached within 10 (ten) days after either party in writing calls for Agreement, the arbitrator shall be an attorney or advocate nominated by the Registrar of AFSA for the time being.
- 15.7 The request to nominate an arbitrator shall be in writing outlining the claim and any counterclaim of the party concerned is aware and, if desired, suggesting suitable nominees for appointment, and a copy shall be furnished to the other party who may, within 7 (seven) days, submit written comments on the request to the addressor of the request.
- 15.8 The arbitration shall be held in Johannesburg and the parties shall endeavour to ensure that it is completed within 90 (ninety) days after notice requiring the claim to be referred to arbitration is given.
- 15.9 The arbitrator’s award with respect to the dispute shall be final and binding on the parties and the parties shall have no right of appeal.
- 15.10 The provisions of this clause 16 shall not preclude either Party from approaching any court of competent authority for an interdict or other injunctive relief of an urgent nature.
- 15.11 The provisions of this clause shall survive any termination of the Agreement for any reason whatsoever, and/or any declaration that the Agreement is void ab initio.

16 Independent Advice

Each of the Parties hereby respectively agrees and acknowledges that:

- 16.1 it has been free to secure independent legal advice as to the nature and effect of each provision of this Agreement and that it has either taken such independent legal advice or has dispensed with the necessity of doing so; and
- 16.2 each provision of this Agreement (and each provision of any additional Agreements including the Subscription Agreement) is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with this Agreement.

17 Severance

If any provision of this Agreement, which is not material to its efficacy as a whole, is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

18 General

- 18.1 These terms, any terms in Subscription Agreement and any terms in Subsequent Orders govern the relationship between the Parties and are to be read in conjunction with each other as if specifically incorporated. For any conflict therein, this Agreement and the Subscription Agreement shall prevail.
- 18.2 If any part or provision of this Agreement, Subscription Agreement or subsequent order is held to be unlawful, void or unenforceable, that provision shall be struck out and the remainder of this Agreement, Subscription Agreement or any Subsequent Orders as the case may be, shall remain in effect.
- 18.3 No delay or indulgence by either Party enforcing its rights in this Agreement shall be waived of such rights.
- 18.4 Any additions or alterations to these terms, the terms of Subscription Agreement or any Subsequent Orders shall be reduced to writing and signed by both Parties.

19 Whole Agreement and Non-variation

- 19.1 This document constitutes and records the entire Agreement between the Parties relating to the subject matter hereof and there are no other terms and conditions relating to such Agreement other than those as are set out herein.
- 19.2 The Parties agree and specifically record that neither of them have been induced to enter into this Agreement and to undertake the respective obligations which they have undertaken in terms hereof, by any representations, warranties, inducements, promises, understandings, secret

understandings or any other matter or representation of any nature whatsoever, other than those recorded herein.

- 19.3 The Parties agree and specifically record that there have not been made, nor are there in existence, any representations, warranties, inducements, promises, understandings, or any other matter or thing which shall or may be calculated or said to have affected, directly or indirectly, their respective consents in entering into the contract and obligations herein recorded, save as and to the extent that the same have been incorporated herein.
- 19.4 The Parties agree and specifically record that no waiver of any rights in terms of this Agreement, or any amendment to, or variation of, the terms hereof, whether to a material extent or otherwise, or any consensual cancellation of this Agreement, shall be of any validity or force, unless and until the same shall have been reduced to writing and shall have been signed by the parties hereto or their duly authorised agents. Until any such alleged variation, amendment, waiver or cancellation shall contain all such signatures, the same shall be of no force or effect.