

1. Introduction

- 1.1 It is very important that you read and understand these terms and conditions (“**Agreement**”). By ticking the box indicating your acceptance and continuing with your application (“**Application**”) to join our affiliate programme (“Programme”), you are agreeing (subject to our approval of your Application) to the terms of this Agreement. If you do not agree with the terms under this Agreement (or are not authorised to do so), you should not continue with your Application. If you have any questions regarding the Programme or the terms of this Agreement, please contact us via email on affiliates@palacebet.co.za
- 1.2 In order to make an Application to join the Programme, you must be the owner of, or acting on behalf of the owner of, the website that is signing up for the Programme. If you do not agree with this Agreement or are not authorised to do so, you may not join the Programme and you should discontinue your Application.
- 1.3 The Parties have now agreed to enter into this Agreement and wish to record herein the terms and conditions regulating the Agreement between the Parties.

2. Definitions and interpretation

- 2.1 In this Agreement, the following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings and other words derived from the same origins as such words (that is, cognate words) shall bear corresponding meanings:
- 2.1.1 “**Affiliate**”, “**you**” or “**your**” means the person or company or other legal entity set out in the Application Form who wishes to join the Programme;
- 2.1.2 “**Affiliate Banner Tag**” means a tracking mechanism provided to you by PalaceBet;
- 2.1.3 “**Application Form**” means the online PalaceBet application form to be completed by an Affiliate in respect of the Programme;

- 2.1.4 **“Agreement”** means the agreement set out in this document, including the Annexes thereto;
- 2.1.5 **“Business Day”** means any day other than a Saturday, Sunday or gazetted national public holiday in the Republic of South Africa;
- 2.1.6 **“Confidential Information”** means all data, reports, records, and all information made known to each Party in relation to this Agreement by the other Party , or sourced by each Party and which comes into being as a result of this Agreement, before, during and after the execution of this Agreement, including without limitation any marketing material, technical, commercial, scientific and intellectual property information, know-how, trade secrets, business processes, equipment, computer software, management systems designs, drawings and technical specifications disclosed to each Party by the other Party, excluding information within the public domain or information disclosed to satisfy the order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time;
- 2.1.7 **“Commissionable Revenue”** means Gross Win, less bonuses awarded, less non-cash incentives, less fraudulent activity, less deductible costs and applicable taxes;
- 2.1.8 **“Commission Payable”** means the percentage of Commissionable Revenue agreed by the Parties.
- 2.1.9 **“Control”** means: (i) the legal or beneficial ownership, directly or indirectly, of 50% or more of the shares or other ownership interests of any person; (ii) the ability, directly or indirectly, to appoint half or more of the board or other controlling body of any person; or (iii)

the ability, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise to direct or cause the direction of the management and policies of any person. A person shall be deemed to direct or cause the direction of the management and policies of a person if the consent or approval of such person is required with respect to all or substantially all material decisions;

- 2.1.10 **“Customer”** means any new customer of PalaceBet who joined through your marketing services;
- 2.1.11 **“Earnings”** means the earnings earned in connection with your marketing activities performed in accordance with this Agreement;
- 2.1.12 **“Effective Date”** means the date that we approve this Agreement;
- 2.1.13 **“Gambling Board”** means the Western Cape Gambling & Racing Board;

- 2.1.14 **“Gross Win”** means total revenue generated from settled bets placed by Customers;
- 2.1.15 **“Intellectual Property Rights”** includes:

any copyright (whether or not registered), design rights, inventions (whether or not patented), logos, business names, service marks and trademarks (whether or not registered), internet domain names, moral rights, rights in databases, data, applications for registration, and the right to apply for registration, for any of these rights; and all other intellectual property rights and equivalent or similar forms of protection; existing anywhere in the world owned or licensed to each Party prior to the Signature Date and after;
- 2.1.16 **“Marketing Material”** means banners, URLs, text, graphics and/or other promotional materials made available for marketing purposes;
- 2.1.17 **“PalaceBet”, “us, “we” or “our”** means the online sports betting business established by Peermont and licensed by the Gambling Board;
- 2.1.18 **"Parties"** means the parties to this Agreement, being us and you;
- 2.1.19 **“Peermont”** means Peermont Global Proprietary Limited, a company duly incorporated in terms of the company laws of South Africa with registration number 2006/006340/07;
- 2.1.20 **“Prohibited Site”** any website, forum, social media platform or other communications medium, regardless of type, upon which the advertisement of gambling-related activity is unlawful or otherwise prohibited;

- 2.1.21 **“Rand” or “R”** means South African rand, the lawful currency of the Republic of South Africa;
- 2.1.22 **“Revenue”** means Gross Win of PalaceBet less bonuses and gaming taxes from Customers only;
- 2.1.23 **“Territory”** means South Africa;
- 2.1.24 **“Unsuitable Site”** means any website, forum, social media platform or other communications medium, regardless of type, which is: aimed at children; intended to appeal to minors; promotes or glorifies violence; promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; promotes illegal activity; violates or enables the violation of intellectual property rights; violates the rights of privacy of others; is obscene or contains explicit sexual content; contains or promotes any unlawful behaviour or content; contains or provides links to malicious or harmful software, keyloggers, trojans, viruses or malware; or which we believe, in our sole discretion, may bring us or our affiliated companies and brands into disrepute, or which may prejudice our interests or our affiliated companies and brands.
- 2.2 In this Agreement:
- 2.2.1 any reference to the singular includes the plural and *vice versa*;
- 2.2.2 any reference to natural persons includes legal persons and *vice versa*;
- 2.2.3 any reference to a gender includes the other genders.
- 2.3 The headings in this Agreement are for ease of reference only and shall not affect the interpretation of this Agreement.

- 2.4 Words and expressions defined in any clause shall, unless the application of any such word or expression is limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
- 2.5 To the extent that substantive rights and obligations are imposed on a party by this clause, effect shall be given to such rights and obligations notwithstanding that they are contained in this clause.
- 2.6 No provision herein shall be construed against or interpreted to the disadvantage of any party by reason of such party having or being deemed to have structured, drafted or introduced such provision.
- 2.7 The *eiusdem generis* rule shall not apply and whenever the term "including" is used followed by specific examples, such examples shall not be construed so as to limit the meaning of that term.
- 2.8 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day.

3. **Affiliate Application**

- 3.1 As part of the application process to join the Programme, you must complete and submit the Application Form.
- 3.2 The Application Form will form part of this Agreement and you warrant and represent that all the information you provide to us either directly or as part of the Application is true, accurate and complete.
- 3.3 We will notify you by email as to whether or not your Application has been successful (which will be at our sole discretion). If your Application is rejected, you may reapply at another time. If your Application is successful, we will email you the necessary instructions on how to proceed.
- 3.4 Should your Application to join the Programme be successful, you will be permitted to hold only one account with us. We reserve the right to close down any duplicate accounts and to cancel any amounts otherwise due under such accounts.

4. **Identity Verification and Supporting Documentation**

- 4.1 [Only individuals who are 18 years or over can be an Affiliate or work for an Affiliate. We will verify your age as part of the Application process.]
- 4.2 It is our policy to prohibit and actively prevent money laundering and any activity that facilitates money laundering or funding of terrorist or criminal activities. We will verify your identity by obtaining information from public sources and data and through the information provided by you, which may include (but is not limited to): (a) documents (where you are an individual) for the purposes of proof of identity, proof of residence and/or address and/or proof of age; or (b) (where you are a company or other legal entity) constitutional documents and documents which verify the identity of the directors and beneficial owner of the company.
- 4.3 We may ask you to provide further documentation on application and from time to time to ensure our records are kept up to date. You agree to provide us with any information and/or documents which we may request by email to affiliates@palacebet.co.za within 30 days of such a request being made.
- 4.4 We reserve the right to withhold any payments that may be due to you for so long as we are unable to complete our verification procedures or any verification processes are pending.
- 4.5 All information and/or documentation sent to us must match the information you provide to us on application. In the event there is a discrepancy and you are unable to provide justification for such discrepancies to our satisfaction we may terminate this Agreement.
- 4.6 If we are unable to satisfy ourselves of your identity at any time, we shall be entitled to terminate this Agreement immediately with no liability (including any payments for revenues generated).

5. **Obligations of Affiliate**

- 5.1 You will not make any use of the Marketing Materials unless and until we approve your Application to join the Programme.
- 5.2 If your Application to join the Programme is successful, you:
- 5.2.1 undertake, warrant and agree that all use of the Marketing Materials and all activities undertaken in connection with this Agreement shall be lawful and in strict accordance with this Agreement;

- 5.2.2 further undertake, warrant and agree that you shall not conduct any activities in connection with any Unsuitable Site or any Prohibited Site. Any traffic redirected from the above channels to PalaceBet will be considered an immediate contravention of this Agreement and we may choose to disable your account;
- 5.2.3 will use all reasonable efforts to market to and refer individuals to PalaceBet in order for them to become Customers solely at your cost and expense and on your website, promotions and marketing campaigns;
- 5.2.4 agree to make use of the Marketing Materials only on your website that has been specified in your application;
- 5.2.5 agree to use your best efforts to market and promote PalaceBet in a manner consistent with good business ethics and in good faith towards PalaceBet;
- 5.2.6 be formally and publicly aligned with PalaceBet as our betting affiliate within the Territory;
- 5.2.7 shall not: (a) undertake any action which may have a detrimental impact on PalaceBet's ability to be qualified for or to hold or maintain any licence, permit or approval granted, or to be granted, by any competent authority, or (b) undertake any action which could reasonably be construed as bringing PalaceBet into Material Disrepute, where "Material Disrepute" means any condition which could reasonably and objectively be seen to create a material negative perception of our integrity;
- 5.2.8 shall not attempt to intercept, redirect or otherwise interfere with (including, without limitation, via user-installed software) traffic from or on any website that participates in the Programme;
- 5.2.9 shall not perform any prohibited activity in connection with any content or material which contains: (a) the intellectual property of others for which you are not properly licensed to use; (b) information that is unlawful, harmful, threatening, obscene, discriminatory, scandalous, fraudulent or offensive; (c) any information that may subject us to any cause of action, in law, equity or otherwise; or (d) any information which we, in our sole discretion,

determine to be objectionable, harmful, in bad taste, or potentially damaging to our interests and goodwill;

- 5.2.10 shall ensure that we approve all your activities and must not involve any marketing or promotional activity which may have the potential to deceive, confuse or mislead users, or which may infringe on any third-party rights, including the rights of privacy, publicity, or intellectual property rights. Further, you shall ensure that the Marketing Materials are displayed only in connection with web sites and materials which are lawful, proper, professional and tasteful;
- 5.2.11 give us the right to demand the immediate takedown or modification of any materials that you distribute, or to demand the cessation of any or all marketing activity in connection with us, at any time and in our sole discretion. You agree that we are entitled to review your affiliate marketing activities from time to time and that we may approve/reject marketing methods and Affiliate Sites used by you in our sole discretion. You undertake and agree to provide prompt assistance and full cooperation in connection with any requests we make in this regard;
- 5.2.12 if requested by us, you undertake and agree to provide us with all such information and documentation as we may reasonably require to verify your compliance with this Agreement, or which we may require for our regulatory or legal purposes;
- 5.2.13 agree that you shall neither offer nor provide incentives (financial or otherwise) to any potential new Customer without our prior written approval excluding the standard promotional programs which we may make available to you from time to time through this Agreement;
- 5.2.14 you will not knowingly benefit from known or suspected activity not performed in good faith (or alternatively, performed in bad faith), whether or not such activity actually causes damage to us;
- 5.2.15 shall advertise PalaceBet and any other PalaceBet initiatives (in both instances as approved or required by us in writing, acting reasonably) on all your platforms including but not limited to its website, mobile applications for IOS, Android and other devices, emails, social media and any other platform or medium that it may use for advertising;

- 5.2.16 will use your best endeavours to improve your marketing platforms by keeping up with developments and updates. You will continuously add new features and continuously look for ways to further integrate PalaceBet into your marketing platforms and deliver a better player experience;
- 5.2.17 in the event that you fail to refer new Customers during any consecutive 3-month period, we reserve the right to reduce your Earnings rate to a flat 0 (zero) % rate, or any rate to be decided by us at our sole discretion, of Commissionable Revenue until you introduce new Customers, at which point your account manager will discuss a new Earnings rate with you;
- 5.2.18 will not, directly or indirectly, offer and person or entity any consideration or incentives for becoming Customers;
- 5.2.19 will not send any form of direct marketing containing any Marketing Material to individuals; and
- 5.2.20 shall ensure that your activities shall comply with all applicable laws and industry practices applicable to online marketing; online advertising; and the marketing of online gambling sites.

6. **Rights and obligations of PalaceBet**

- 6.1 We shall pay you the Commission Payable, on the following terms –
- 6.1.1 monthly in arrears at the end of the following month (i.e. for the month of January the Commission Payable will be paid at the end of February and the Commission Payable for the month of February will be paid at the end of March), into a bank account you notify to us in writing;
- 6.1.2 the calculation on the amount of the Commission Payable will be based on our records relating to the Commissionable Revenue which, in the absence of manifest error or fraud, shall be binding on you; and

- 6.1.3 any dispute between the Parties on the amount of the Commission Payable at any time shall be referred to auditors to be appointed by the Parties, failing which we shall have the discretion to appoint, who shall act as expert and not as arbitrator, whose fees and disbursements shall be paid equally between the Parties and whose decision shall be final and binding on the Parties in the absence of manifest error.
- 6.2 We shall make reasonable efforts to make any payments due to you timeously. However, we shall not be liable for occasional delays or delays outside of our control.
- 6.3 We have the right to monitor your website(s), promotions and marketing campaigns to ensure you are complying with the terms of this Agreement and you shall provide us with all data and information (including, but not limited to, passwords) at no charge to enable us to perform such monitoring.
- 6.4 We reserve the right to: (a) immediately suspend or terminate any account if we believe such account to be involved in fraud, money-laundering and/or any other form of illegal or suspicious activities; (b) withhold any amounts due on the account; and (c) to report such details as it reasonably considers are necessary to relevant authorities.
- 6.5 We reserve the right to seek criminal or other sanctions against you if we suspect you have engaged in fraudulent, dishonest or criminal acts and we will disclose such information to the relevant authorities or other relevant third parties as may be necessary in this regard.

7. **Customer Tracking**

- 7.1 You are responsible for ensuring that all referred Customers are properly tagged with your Affiliate Banner Tag. You will not receive credit for Customers who are not properly tagged or who we are unable to otherwise properly associate with your Affiliate Banner Tag.
- 7.2 We shall not be liable to you in any way if we are unable to identify a Customer as originating from your website. Should you fail to comply with any other applicable laws including in relation to data privacy and security, we shall not be liable to you in any way in respect of the actions of that end user or Customer.

7.3 We shall track Customer activity relevant to the calculation of your Earnings. You agree that our statistics and calculations in relation to the tracking of Customer activity and the calculation of your Earnings shall be final.

7.4 We will provide reports of Customer activity. The form, content and frequency of reporting may vary from time to time, at our sole discretion.

8. **Customer Qualification**

8.1 All Customers must qualify in accordance with South African legislation as well as PalaceBet's terms. Immediate Customer refusal will take place for: (a) underage Customers; (b) those who already have PalaceBet accounts; and (c) Customers registering from outside of South Africa.

8.2 We reserve the right to refuse, close or limit Customers' accounts and activity as we see fit.

8.3 Further investigations by us may reveal additional reasons for non-qualification by a Customer. Any non-qualifications can be queried with us, but once we make a final decision, you will not be entitled to appeal such a decision.

9. **Duration and termination**

9.1 This Agreement shall subsist indefinitely unless otherwise terminated by the Parties in terms of this clause.

9.2 Notwithstanding anything to the contrary in this Agreement, we shall be entitled in our discretion to terminate this Agreement upon written notice to you in the event of –

9.2.1 the Gambling Board or any other competent authority finding you unsuitable for any reason or requiring us to cease our dealings with you or to terminate this Agreement; or

- 9.2.2 we providing you with two calendar months written notice confirming that we intend to terminate this Agreement; or
- 9.2.3 you undergoing a change of Control.

10. **Relationship and co-operation**

This Agreement does not constitute a relationship of principal and agent, employment, partnership or joint venture between the Parties and each Party acknowledges and agrees that it has no authority to legally bind the other in relation to Customers, users or any other person, and indemnifies the other for any damages suffered by the other, including actual legal costs, as a result of a breach of this clause 10.

11. **Breach**

In addition to all rights of the Parties in terms of this Agreement and in law, if a Party ("Defaulting Party") commits a material breach of a material term of this Agreement and fails to remedy such breach within 10 (ten) days' ("Notice Period") of written notice requiring the breach to be remedied, then the Party giving the notice ("Aggrieved Party") will be entitled, at its option –

- 11.1 to claim immediate specific performance of all or any of the Defaulting Party's obligations under this Agreement which are due, with or without claiming damages; or
- 11.2 to immediately cancel this Agreement, with or without claiming damages, by written notice to the Defaulting Party.

12. **Intellectual Property**

- 12.1 Each Party shall request the prior approval for any use of the other Party's Intellectual Property that the requesting Party may wish to make. The other Party shall review the proposed use within a reasonable time (being ordinarily not longer than 7 (seven) days) and shall not unreasonably refuse or delay approval.
- 12.2 Each Party hereby acknowledges and agrees that every use of the other Party's Intellectual Property hereunder shall inure to the benefit of such other Party and that this Agreement does not convey any right, title or ownership interest in any such Party's Intellectual Property, other than to the extent expressly provided herein.

- 12.3 All marketing material containing our Intellectual Property Rights must be agreed to in writing by us before you use same on your marketing platforms.

13. **Data Protection**

- 13.1 Each Party shall, at its own expense, ensure that it complies with and where necessary assists the other Party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation): (i) any data protection legislation from time to time in force in the Republic of South Africa including the Protection of Personal Information Act 4 of 2013 (once in full force and effect, including (without limitation) in relation to any transitional periods) (POPIA) and any successor legislation.
- 13.2 Where a Party acts as an “operator” or “data processor” in relation to any personal information that it processes on behalf of the other Party, that former Party shall establish and maintain adequate security measures to secure the integrity and confidentiality of any personal information that it processes and will follow the requirements in section 19 of POPIA.
- 13.3 This clause is in addition to, and does not reduce, remove or replace, a Party's obligations arising from such requirements.

14. **Limitation of Liability**

- 14.1 Except as expressly and specifically provided in this Agreement, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.
- 14.2 No Party shall be liable to the other for any special, indirect or consequential loss or damages however arising under this Agreement.

The maximum amount of damages which any Party shall be entitled to claim from the other Party pursuant to any cause whatsoever arising from this Agreement, including anything done or omitted pursuant or purportedly pursuant to this Agreement and/or any breach of this Agreement, shall be the lower of the amount of the damages actually suffered and the amount paid under this Agreement by us to you during the 12 months preceding the date on which the claim arose. You undertake to not refer any individuals who have been excluded to participate in

gambling in terms of the Gambling Boards or National Gambling Boards (“Excluded Persons”) List and you indemnify us for all claims, penalties, fines and damages in relation to any Excluded Persons.

- 14.3 We shall not be liable for any loss or damage that you may suffer because of any act of God; power failure; trade or labour dispute; act, failure or omission of any government or authority; obstruction or failure of telecommunication services or networks; or any other act, omission, delay or failure caused by a third party or otherwise outside of our control.

15. ***Domicilium* and notices**

- 15.1 For purposes of this clause 15, your *domicilium* address shall be the address you provide us with on the Application Form.

- 15.2 Our address for purposes of receiving any correspondence and/or process for purposes of this Agreement (*its domicilium citandi et executandi*) shall be

physical address : Executive Offices
Emperors Palace
64 Jones Road
Kempton Park
email : legal@peermont.com

and marked for the attention of the Chief Executive Officer.

- 15.3 Any Party shall be entitled from time to time, by written notice to the other(s), to vary its *domicilium* address to any other physical address or email address.
- 15.4 All notices given in terms of this Service Agreement shall be in writing and any notice given by any Party to another (“the addressee”) which is delivered by hand or transmitted by email, shall be deemed to have been received by the addressee on the date of delivery or successful transmission, as the case may be.

15.5 Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the Parties from another, including by way of facsimile transmission, shall be adequate notice or communication to such Party.

16. **Miscellaneous matters**

16.1 **entire contract**

This Agreement contains all the provisions agreed on by the Parties with regard to the subject matter of the Agreement and the Parties waive the right to rely on any alleged provision not expressly contained in this Agreement.

16.2 **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 and the Parties shall endeavour in good faith to agree an alternative provision to the void, illegal or unenforceable provision.

16.3 **no stipulation for the benefit of a third person**

Save as is expressly provided for in this Agreement, no provision of this Agreement constitutes a stipulation for the benefit of a third person (i.e. a *stipulatio alteri*) which, if accepted by the person, would bind any Party in favour of that person.

16.4 **no representations**

A Party may not rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is recorded in this Agreement.

16.5 **force majeure**

Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of

delay or non-performance continues for 6 months, the Party not affected may terminate this Agreement by giving 30 days' written notice to the affected Party.

16.6 variation, cancellation and waiver

No contract varying, adding to, deleting from or cancelling this Agreement, including this clause 16.6, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Parties.

16.7 indulgences

The grant of any indulgence, extension of time or relaxation of any provision by a Party under this Agreement shall not constitute a waiver of any right by the grantor or prevent or adversely affect the exercise by the grantor of any existing or future right of the grantor.

16.8 cession and delegation

Save for cession to a wholly owned subsidiary of each Party, the Parties may not cede any or all of that Party's rights or delegate any or all of that Party's obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

16.9 applicable law

This Agreement is to be governed, interpreted and implemented in accordance with the laws of the Republic of South Africa.

16.10 jurisdiction of South African courts

The Parties consent to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg for any proceedings arising out of or in connection with this Agreement.

16.11 costs

Each Party shall bear that Party's own legal costs and disbursements of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.

16.12 signature in counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement.

16.13 independent advice

Each of the Parties hereby respectively agrees and acknowledges that:

16.13.1 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

16.13.2 each provision of this Agreement (and each provision of the Annexes) is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with this Agreement.

16.14 good faith

The Parties shall at all times act in good faith towards each other and shall not bring any of the other Parties into disrepute.

16.15 co-operation and confidentiality

Each Party undertakes to the other Party, during the term of this Agreement and thereafter for an indefinite period from the expiry or termination thereof, as the case may be:

16.15.1 to keep confidential all Confidential Information whether written (including information contained in electronic format) or oral and all information concerning the business and affairs of the other Party that it obtains or receives by virtue of this Agreement;

- 16.15.2 not without the other Party's written consent to disclose the Confidential Information in whole or in part to any person save its employees, agents and/or consultants involved in the implementation of this Agreement, and who have a need to know the Confidential Information;
- 16.15.3 to use the Confidential Information solely in connection with the implementation of this Agreement and not for its own benefit or that of any third party; and
- 16.15.4 to keep confidential the terms and conditions of this Agreement.
- 16.16 The provisions of this clause shall not apply to the whole or any part of the Confidential Information which is:
- 16.16.1 already known to the recipient without obligation of confidence;
- 16.16.2 independently developed by the recipient;
- 16.16.3 publicly available without breach of this Agreement;
- 16.16.4 lawfully received from a third party;
- 16.16.5 released for disclosure by the disclosing Party with its written consent; or
- 16.16.6 required to be disclosed in response to a valid order of court or other governmental agency or if disclosure is otherwise required by law.
- 16.17 If a Party is obliged to divulge Confidential Information in terms of 16.16.6, it shall, provided that circumstances permit the time to do so, forthwith and before releasing the Confidential Information, inform the other Party of the obligation.
- 16.18 Each Party undertakes to the other to make all its relevant employees, agents and consultants aware of the confidentiality of the Confidential Information and the provisions of this clause and to take all such steps as shall from time to time be necessary to ensure compliance by its employees, agents and consultants with the provisions of this clause.
- 16.19 Each of the Parties undertakes at all times to do all such things, perform all such acts and take all such steps, and to procure the doing of all such things, within its power and control, as may be open to it and necessary for and incidental to

putting into effect or maintenance of the terms, conditions and import of this Agreement.