

INSTALLER SERVICE PROVIDER AGREEMENT
BETWEEN GLINT ORIGATION SERVICES (PTY) LTD ("THE COMPANY") AND THE
INSTALLER

GENERAL TERMS AND CONDITIONS

Version 4.0 — Effective 1 July 2026

These are the Terms and Conditions ("Terms") which will govern the Installer's application to and agreement with the Company in respect of the Services.

Before applying for to be an Installer on the Glint Platform, you should carefully read and understand these Terms because together they govern the relationship between you, the Installer, and us, Glint, including all your obligations and what happens if you breach this Agreement and they shall be binding on your heirs, successors-in-title, and assignees.

If you do not agree with these Terms or any step in your Application, please click "Cancel" on the Interface.

By clicking "I accept", you confirm that you have read, understood, and agree to the Terms, that this Agreement was complete and that you have been able to ask any questions in relation thereto. Your clicking "I accept" on the Glint Installer Portal constitutes your signature of this Agreement for all purposes, and the Signature Date shall be the date and time recorded by the Portal at the moment of acceptance. The Installer's identity, contact details and physical address for purposes of this Agreement (including the notices given under clause 30) shall be those recorded in the Installer's profile on the Glint Installer Portal from time to time ("Installer Details"), as updated by the Installer in accordance with clause 30.3.

1. INTERPRETATION AND PRELIMINARY

In this Agreement, unless a contrary intention clearly appears:

- 1.1. Words importing:
 - 1.1.1. any one gender includes the other genders;
 - 1.1.2. the singular includes the plural and *vice versa*; and
 - 1.1.3. natural persons include created entities (corporate or unincorporated) and *vice versa*.
- 1.2. The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:
 - 1.2.1. **“Agreement”** means this service provider agreement, together with all Annexures hereto;
 - 1.2.2. **“Ancillary Documents”** means in respect of each Company Asset:
 - 1.2.2.1. the corresponding Solar Services Contract, together with all written undertakings, acknowledgements, ancillary agreements, credit application forms, debit order authorisations, Insurance Policies and any other documents in the possession of the Company or The Installer, or under the Company’s control which in any way pertains to or are supplementary or incidental to that Company Asset;
 - 1.2.2.2. without limiting the generality of the foregoing, all manufacturer warranties in respect of Solar Assets and all rights which the Company has against The Installer, (whether in the form of written or oral agreements) relating to the supply, installation maintenance and or repair at the relevant Customer’s Premises of the relevant Solar Plant of which such Solar Assets form part;

- 1.2.3. **“Business Rules”** means the business rules set by the Credit and Risk Committee of the Company in respect of the conclusion of Solar Services Contracts, the purchase of Solar Assets and operation of Solar Plants, including determination of pricing algorithms and models, Customer eligibility requirements, credit and financial eligibility criteria and terms of contract with Customers, dictating, inter alia, the content of successful qualification of Customers at the required service level;
- 1.2.4. **“Claim”** means a claim which the Company has against a Customer under a Solar Services Contract for payment of outstanding amounts owing to the Company thereunder, in each case, together with all the Company’s rights under and in terms of the corresponding Solar Services Contract, Related Security and Ancillary Documents;
- 1.2.5. **“Company”** means Glint Origination Services (Proprietary) Limited (registration number 2023/803239/07), a private company incorporated with limited liability according to the company laws of the Republic of South Africa;
- 1.2.6. **“Company Asset”** means the Company’s right, title and interest in and to:
- 1.2.6.1. a Solar Services Contract (including Claims thereunder);
 - 1.2.6.2. the Solar Assets to which such Solar Services Contract relates;
 - 1.2.6.3. the Related Security in respect of such Solar Services Contract;
 - 1.2.6.4. without limiting the generality of clause 1.2.6.1, the Solar Commitment Fee;
- 1.2.7. **“Confidential Information”** includes, without limitation, any technical, commercial, developed knowledge, know-how, Trade Secrets, processes, techniques, designs, drawings, technical detail and specifications, method of operating, ideas, concepts

and data in whatever form and any other information which relates to the business of a Party and in respect of which information is not readily available in the ordinary course of business, communicated by one Party to the other or acquired by one Party from the other during the course of this Agreement or the negotiations leading up to this Agreement, irrespective of the media in which it is contained including, but not limited to the Intellectual Property, print-outs, manuals, tables of statistics, software, applications, source codes, computer discs, magnetic tapes, samples and any data collected and stored in data bases from time to time. It also includes the details of this Agreement and the negotiations and discussions leading to its execution;

- 1.2.8. **“CPA”** means the Consumer Protection Act No. 68 of 2008 and all regulations as promulgated in terms of this act as amended, replaced, or re-enacted from time to time;
- 1.2.9. **“Customer”** means a person who entered into a Solar Services Contract with the Company, with such customer concluding such contract as a “subscriber”;
- 1.2.10. **“Customer Premises”** means the premises at which the Customer required the installation of the relevant Solar Plant in accordance with the terms of the relevant Solar Services Contract;
- 1.2.11. **“Data”** means a representation of information in any form, including customer and any other third-party data (including Personal Information as amplified by the Data Protection Legislation), supplied to or received, or Processed by a Party in the course of performance of this Agreement;
- 1.2.12. **“Data Protection Legislation”** means the Protection of Personal Information Act 4 of 2013, the Electronic Communications and Transactions Act 25 of 2002 and any other applicable data protection or data privacy-related Applicable Laws applicable in South Africa from time to time;
- 1.2.13. **“Glint Finance”** means Glint Finance (RF) Proprietary Limited registration number 2024/086883/07, a private company

incorporated with limited liability according to the company laws of the Republic of South Africa;

- 1.2.14. **“Glint Finance Start Date”** means, in respect of the Sold Company Assets concerned, the date on which ownership in and to such Sold Company Assets is transferred by the Company to Glint Finance pursuant to the Glint Sale Agreement;
- 1.2.15. **“Glint Sale Agreement”** means the sale agreement to be concluded between the Company and Glint Finance pursuant to which the Company will sell its rights, title and interest in and to certain Company Assets to Glint Finance from time to time on the terms thereof;
- 1.2.16. **“Good Industry Standards”** means, in relation to an obligation, undertaking, activity or a service, the exercise of the degree of skill, speed, care, diligence, judgment, prudence and foresight and the use of practices, controls, systems, technologies and processes which would be expected from a skilled, experienced and market leading service provider performing the same or similar obligation, undertaking, activity or service and utilising and applying skilled resources with the requisite level of expertise and at all times complying with Applicable Law;
- 1.2.17. **“Installer”** means the person or entity appointed by the Company under this Agreement to perform the Services applicable to it from time to time, including the origination, procurement, installation, commissioning, monitoring, maintenance, repair, replacement and de-installation of Solar Plants, in accordance with this Agreement and the Operating Documents.
- 1.2.18. **“Installer Details”** means the company details which the Installer has shared with the Company and is present on the Glint Installer Portal;
- 1.2.19. **“Insurance Contracts”** means:
- 1.2.19.1. each Insurance Policy (Solar Assets) taken out by the Company covering any risk of loss in respect of Solar Assets (or in respect of any of the obligations of such

Customer under the related Solar Services Contract);
and

- 1.2.19.2. any insurance taken out by The Installer or a third part appointed by The Installer **in** respect of the Solar Assets during the procurement, installation and/ or commissioning thereof, rights or benefits in respect of which are ceded, or there is an endorsement or right to payment in respect thereof, in favour of the Company in respect of any of the Solar Assets;
- 1.2.19.3. any insurance taken out by a relevant Customer, rights or benefits in respect of which are ceded, or there is an endorsement or right to payment in respect thereof, in favour of the Company in respect of any of the Solar Assets;
- 1.2.20. **"Insurance Policy (Solar Assets)"** means with respect to each Solar Services Contract and related Solar Assets, the insurance policy(ies) which provide insurance cover from losses arising due to theft, loss of, or damage to, any Solar Assets subject to such Solar Services Contract, based on the terms of such policy;
- 1.2.21. **"Intellectual Property"** means all intellectual property of whatever nature owned and/or controlled by either Party, including without limiting the generality of the foregoing, that Parties right, title and interest in and to all trademarks, technology, software, applications, web pages (including the "look and feel" thereof), standards, trade secrets, logos, systems, methods (including all delivery mechanisms and analytics processes), procedures, processes, the design, layout, "look and feel" and "get up" of any client reports, trade names, domain names, styles, insignias, compilations, designs, patents, and copyright whether registered or not, any further information which may come to its knowledge as a result of its dealing with the other Party, including, systems and facilities and networks or infrastructure;
- 1.2.22. **"Loss"** means loss, liability, claim, costs, charges, damages and outgoings of every description (including legal costs and expenses

on an attorney- own client scale), compensation payable under contracts, loss of normal operating profits, loss of opportunity, loss of goodwill, loss of revenue from related contracts and pure economic loss, tracing and collection charges, costs of investigation, interest and penalties;

- 1.2.23. **“Operating Documents”** means the Company's policies, protocols processes and procedures applicable to service providers from time to time, as communicated to the Installer, it being agreed and as amended by the Company from time to time in accordance with this Agreement. The Company undertakes to provide the Installer with copies of revised Operating Documents in the event that any amendments thereto are affected;
- 1.2.24. **“Parties”** means the parties to this Agreement as set out in the Installer Details and "Party" means either of them, as the case may be;
- 1.2.25. **“Personal Information”** means personal Information as described by POPIA;
- 1.2.26. **“Personnel”** means all directors, members, employees, agents, representatives and subcontractors of a Party who are assigned to work in connection with the performance of that Party's obligations under or in connection with this Agreement;
- 1.2.27. **“POPIA”** means the Protection of Personal Information Act no 4 of 2013;
- 1.2.28. **“Post Commissioning Services”** means those Services to be provided by The Installer to the Company as subcontractor with effect from the date on which the Solar Plant is duly commissioned and first comes into use, namely, monitoring and maintenance services and suspension, termination and deinstallation services;
- 1.2.29. **“Pre-Commissioning Services”** means those Services to be provided by The Installer as agent for and on behalf of the Company up and until the Solar Plant is duly commissioned;
- 1.2.30. **“Process”** and all its derivatives means any operation or activity or any set of operations, whether or not by automatic means or

otherwise, including collecting, receipt, recording; organising, collating, storing, merging, linking; updating, modifying, alteration, consultation; blocking, corruption, degradation, erasure, destruction; retrieval, testing, use, dissemination or distribution;

- 1.2.31. **"Regulatory Authority"** means any authority having jurisdiction over a Party or the activities covered by this Agreement, including: any national, municipal, provincial, other local or administrative government, authority or department; any agency, tribunal, commission, regulator, self-regulatory body or other similar body (including the South African Reserve Bank and the Payments Association of South Africa);
- 1.2.32. **"Related Security"** means all security in relation to a Solar Services Contract, including any suretyships, guarantees, indemnities, cession or endorsement or right to payment in respect of Insurance Contracts, pledges, liens, cessions of rights (including claims, rights of action and receivables), security deposits, mortgage bonds, notarial bonds and any other collateral security taken to secure the obligations on the part of a Customer in respect of a Solar Services Contract;
- 1.2.33. **"Services"** means the services, actions and obligations rendered or undertaken by The Installer for the benefit of the Company as described in this Agreement and **Schedule 1**, and includes services, functions or responsibilities not specifically described in this Agreement and/ or **Schedule 1** but reasonably and necessarily required for the proper performance and provision of the services, functions and responsibilities described in this Agreement as read with **Schedule 1**;
- 1.2.34. **"Signature Date"** means the date of signature of this Agreement by the Party signing last;
- 1.2.35. **"Solar Assets"** means, in respect of a Solar Services Contract, means the support structures and infrastructure, each of the solar panels, inverters, batteries, controlled unit and other necessary hardware installed at the Customer Premises as was required as

part of the Solar Plant installed at such Customer Premises in accordance with the terms of that Solar Services Contract;

1.2.36. **“Solar Commitment Fee”** means the amount described in the Solar Services Contracts as a “Commitment Fee” which is payable to the Company by or on behalf of the relevant Customer under that Solar Services Contract;

1.2.37. **“Solar Plant”** in respect of each Solar Services Contract, means the relevant Solar Assets and incidental components installed at the relevant Customer Premises as are required for such Solar Assets to be fully mechanically assembled and electrically connected to the connection point between the main distribution board (DB) on such Customer Premises and the municipal electrical meter in respect of such Customer Premises;

1.2.38. **“Solar Services”** means the solar services offered by the Company to Customers by way of Solar Services Contracts, comprising the generation of solar energy generated via the Solar Plant for consumption and use at Customer Premises, and includes the installation and maintenance of the Solar Plant so that it may be operated optimally for this purpose;

1.2.39. **“Solar Services Contract”** means:

1.2.39.1. the written agreement entered into between the Company and a Customer in terms of which such Customer subscribed for a solar services solution and, *inter alia*, commits to make monthly subscription payments to the Company;

1.2.39.2. each schedule or supplement to such agreement (and each master agreement insofar as it relates to any such schedule or supplement) and all Ancillary Documents; and

1.2.39.3. any amendments and/or novations to such agreement from time to time, or to any schedule or supplement to such agreement, in accordance with the Solar Services Contract,

- 1.2.39.4. owned by the Company or, with effect from the Glint Finance Start Date, by Glint Finance;
 - 1.2.40. **“Sold Company Assets”** means those Company Assets sold by the Company to Glint Finance from time to time pursuant to the Glint Sale Agreement;
 - 1.2.41. **“Substitute Servicer”** means such person as may be appointed as substitute service provider in place of The Installer under this Agreement;
 - 1.2.42. **“Trade Secrets”** shall, in respect of each Party, include but not be limited to: knowledge of an influence of any nature over service providers, customers, Personnel and shareholders of such Party; the contractual arrangements between the Party and its service providers and customers; the financial details of the Party's relationships with its service providers, customers and business associates; details of the financial structure, revenue streams, operating results, shareholding and profit margins of the Party or its service providers and customers; the Party's partnerships and strategic alliances, the names and addresses of those entities, the geographic concentration and locality of those entities, as well as the demographic particulars of such entities and the details of such relationships; the Party's customer base, the names and addresses of those customers, the geographic concentration and locality of such customers, as well as the demographic particulars of such customers; the products and services offered to the Party's customers; all know-how of the Party; and all information which by its nature or content is identifiable as confidential to such Party.
 - 1.2.43. **“Wilful Misconduct”** means any intentional, conscious or reckless disregard of good or prudent standards of performance of any terms of this Contract but shall not include any negligent act or omission, error of judgement or mistake made in good faith of any function, which a Party knows and appreciates is wrong and is done or omitted regardless of consequences.
- 1.3. Each Party is responsible for the actions of its Personnel.

- 1.4. The words:
 - 1.4.1. “**shall**” and/or “**will**” and/or “**must**”, used in the context of any obligation or restriction imposed on a Party have the same meaning;
 - 1.4.2. “**including**” (or words of similar meaning) means to include, without limitation, and if the expression is used with reference to specific examples the “*eiusdem generis*” rule shall not apply;
 - 1.4.3. “**business hours**” shall be construed as being the hours between 08h30 and 17h00 on any Business Day. Any reference to time shall be based upon South African Standard Time;
 - 1.4.4. “**person**” means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality.
- 1.5. The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.6. Where any term is defined within the context of a particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that the terms have not been defined in this interpretation clause.
- 1.7. A reference to a Party includes a Party’s officers, employees, executors, administrators, successors in title, permitted assigns and/or substitutes.
- 1.8. A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.
- 1.9. The Annexures to the Agreement, from time to time, form an integral part thereof and words and expressions defined in the Agreement shall bear, unless the context otherwise requires, the same meaning in such Annexures. To the extent that there is any conflict between Annexures and the Agreement, the provisions of the Agreement shall prevail.

- 1.10. If any period is referred to in this Agreement by way of a reference to a number of days, the days shall be reckoned inclusively of the first and exclusively of the last day. If the last day falls on a day which is not a Business Day, then the last day of the said period shall fall on the next succeeding Business Day.
- 1.11. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to those provisions as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in the interpretation clause.
- 1.12. The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement which are expressly provided to operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the relevant provisions themselves do not provide for this.
- 1.13. No provision of this Agreement shall (unless otherwise stipulated), constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a Party to this Agreement.
- 1.14. The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.
- 1.15. Any communication required to be in Writing in terms of this Agreement may be sent by Data message, as defined in the Electronic Communications and Transactions Act, No. 25 of 2002.
- 1.16. In this Agreement the words "**clause**" or "**clauses**" and "**schedule**" or "**schedules**" refer to clauses of and schedules to this Agreement.

2. SCHEDULE STATUS AND INTERPRETATION

- 2.1. Each schedule to this Agreement is agreed to in terms of and subject to the Agreement, which is hereby incorporated by reference therein. Save where expressly provided to the contrary in a schedule, the definitions and rules of interpretation contained in this Agreement shall apply to each schedule.
- 2.2. Should any provision in a schedule conflict with any provision of the Agreement, the provisions of the schedule shall, unless expressly provided to the contrary and to the extent only of such conflict, prevail.

3. INTRODUCTION

- 3.1. The Company is engaged in the business of providing the generation of solar energy for use and consumption by Customers at residential properties (the “**Solar Services**”) through the installation of Solar Assets (as part of a Solar Plant) which are owned by the Company and installed at the Customer Premises for this purpose. The Solar Services are provided subject to and in terms of Solar Services Contracts concluded with Customers.
- 3.2. The Installer owns and operates a solar retail, installation and service model (the “**Installer Platform**”) that provides lead acquisition, fulfilment services for the sale by third party providers of residential solar systems, including financing, supply chain and procurement services, installation, quality control, commissioning and ongoing support services.
- 3.3. The Installer has the necessary resources, skills and expertise and is willing to make such resources, skills and expertise available to the Company and to perform the Services for the Company described in this Agreement.
- 3.4. The Company wishes to appoint The Installer to render the Services on the terms and conditions contained in this Agreement and The Installer wishes to accept such appointment on an exclusive basis as described in clause 19.
- 3.5. This Agreement accordingly regulates:
 - 3.5.1. the appointment of The Installer to provide the Service;
 - 3.5.2. all activities necessary for the successful implementation of the Services;
 - 3.5.3. the responsibilities and obligations of each Party with a view to ensuring adherence to the highest standards of service delivery and compliance with all Applicable Laws; and
 - 3.5.4. and all matters incidental thereto on the terms and conditions thereof.

4. APPOINTMENT OF THE INSTALLER

- 4.1. The Company hereby appoints the Service Provider to render the Services and the Service Provider hereby accepts such appointment, and The Installer

accepts such appointment on the terms and subject to the conditions of this Agreement.

- 4.2. The Installer shall have no authority by virtue of this Agreement to act for or represent the Company as agent or otherwise, save in respect of those functions and duties which it is authorised to perform and discharge by this Agreement or any other written agreement in place with the Company from time to time and for the period during which this Agreement authorises it to perform and discharge those functions and duties.
- 4.3. In connection with the rights, powers and discretions conferred under the foregoing provisions of this clause 4 (but subject to any express limitations imposed by any other provisions of this Agreement or any other restrictions applicable to the Company contained in its memorandum of incorporation and any other legally binding agreements or restrictions applicable to the Company), The Installer shall have the full power, authority and right to do or cause to be done any and all things necessary, convenient or incidental to the exercise of the rights, powers and discretions in relation to the performance of the relevant Services
- 4.4. Notwithstanding any implication to the contrary in this Agreement or any other third-party agreement to which the Company is a party, The Installer, in its capacity as such, shall not be liable as primary debtor or guarantor, or in any other way be responsible, for the indebtedness of the Company under any agreements in respect of which the Company has obligations, except to the extent expressly and specifically set forth in any such agreements.

5. **SCOPE OF SERVICES**

- 5.1. The Installer shall perform the Services on the terms and subject to the conditions contained in this Agreement.
- 5.2. The Parties agree that the Services may be subject to amendment from time to time to meet the specific requirements of the Company, provided that such amendments shall only be effective once recorded in writing and signed by both Parties for incorporation into this Agreement.
- 5.3. In addition to any other obligations of The Installer contained in this Agreement, The Installer shall, in the performance of the Services:

- 5.3.1. in respect of the designation of the Solar Services Contracts and Solar Plants, ensure that the Company Assets will be identified in such a manner as will distinguish them from other third-party contracts, plants and assets serviced;
 - 5.3.2. when requested to describe its capacity in relation to the Company Assets and such related functions, make it clear that it is acting as service provider in respect of the Company Assets and performing such related functions on behalf of the Company pursuant to this Agreement and will not hold itself out as having any other capacity or rights in relation to the Company Assets;
 - 5.3.3. upon written request from the Company, furnish opinions and consents requested from The Installer and take any action required of The Installer in the performance of the Services, within a reasonable period of receipt of any request for such opinion, consent or action;
 - 5.3.4. act on behalf of and for the benefit of the Company, subject at all times to the provisions of this Agreement and the relevant Solar Services Contract.
- 5.4. Notwithstanding anything to the contrary contained in this Agreement, The Installer shall not be entitled to:
- 5.4.1. cancel, vary or alter the terms and conditions of any of the Company Assets;
 - 5.4.2. without limiting the generality of the foregoing, issue any credit notes, offer any settlement discounts, rebates or any adjustment of the amount owing under the Company Assets; or
 - 5.4.3. incur any debt or enter into any transaction on behalf of the Company other than in terms of this Agreement.

6. SERVICE LEVELS

- 6.1. The Installer shall:
 - 6.1.1. meet all Service Levels set out in **Schedule 1**;

- 6.1.2. render the Services timeously, diligently and professionally in accordance with:
 - 6.1.2.1. Good Industry Standards;
 - 6.1.2.2. the Operating Documents; and
 - 6.1.2.3. otherwise in accordance with the provisions of this Agreement;
- 6.1.3. use adequate numbers of qualified Personnel with suitable training, education, experience and skill to perform the Services; and
- 6.1.4. use and adopt all appropriate standards and processes required under this Agreement, including all appropriate standards and processes generally expected of service providers carrying out services similar to the Services.
- 6.2. The Installer may be required to assign Personnel which shall be dedicated to managing the Services rendered to the Company ("**Key Personnel**"). In such event, should The Installer wish to change any of the Key Personnel so assigned, it shall notify the Company of such change.
- 6.3. Should the Company be of the opinion that the performance or working standards of Personnel or Key Personnel assigned by the Service Provider is not satisfactory, the Company shall notify The Installer in Writing setting forth the reasons for such dissatisfaction. The Installer shall investigate such allegations and reasons and reply to the Company within 5 (five) Days from receipt of the Company's Written notice. The Installer shall, if the Company's dissatisfaction is justified, replace such Personnel or Key Personnel.
- 6.4. The Company shall be entitled to prescribe from time to time, quality measurement and assessment tools and processes relating to the Services as well as to the relationship between the Parties, to which The Installer agrees to comply.

7. BUSINESS RULES AND OPERATING DOCUMENTS

- 7.1. In the performance by it of the Services, The Installer shall comply with the Business Rules and Operating Documents of the Company, as reasonably required for the proper execution of this Agreement.
- 7.2. The Business Rules will, inter alia, describe and determine:
 - 7.2.1. the pricing model to be used for development of pricing tools in relation to the conclusion of Solar Services Contract offers ("**Pricing Criteria**");
 - 7.2.2. Customer eligibility requirements for conclusion of Solar Services Contracts, including financial eligibility ("**Qualifying Customer Criteria**");
 - 7.2.3. Contractual terms of the Solar Services Contracts to be concluded with Customers ("**Contractual Criteria**"); and
 - 7.2.4. any other relevant business rules and / or policies of the Company from time to time.
- 7.3. The Company may, from time to time, amend the Business Rules and Operating Documents, provided that:
 - 7.3.1. Any such amendments which materially affect the scope, manner, cost, or feasibility of the Services shall only become effective once agreed to in writing by both Parties, such Agreement not to be unreasonably withheld or delayed;
 - 7.3.2. In respect of non-material amendments, the Company shall provide The Installer with not less than 30 (thirty) Business Days prior notice before such amendment takes effect;
 - 7.3.3. During such notice period, the Parties shall consult in good faith to discuss the operational and financial implications of the proposed amendments.
- 7.4. No amendment to the Business Rules or Operating Documents shall operate retrospectively or impose additional obligations on The Installer in respect of Services already performed prior to the effective date of such amendment.

- 7.5. Failure by The Installer to comply with the Business Rules and Operating Documents, as validly amended in accordance with this clause, shall constitute a material breach of this Agreement.

8. CUSTOMER SERVICE

- 8.1.1.1. In provision of the Services, The Installer will:

- 8.2. provide comprehensive customer support and service management to ensure the highest level of customer satisfaction and efficient operation of the Solar Services;
- 8.3. establish and maintain a customer support system to address any inquiries, complaints, or requests from Customers regarding the equipment or services as more fully referred to in **Schedule 3**;
- 8.4. provide services which will include an accessible channel for reporting of issues, email support, and, where applicable, on-site assistance;
- 8.5. ensure that all customer support Personnel are adequately trained and knowledgeable about the Solar Services;
- 8.6. implement procedures for the prompt resolution of Customer issues;
- 8.7. implement an escalation protocol which will be established to address more complex issues or those requiring the Company's direct intervention;
- 8.8. maintain records of all Customer issues and resolutions for future reference and analysis.

9. INVESTIGATIONS

- 9.1. The Installer shall, upon reasonable notice, allow the Company and any of its duly authorised agents or representatives access to all relevant books, records, documents and facilities of The Installer relating to its activities in terms of or pursuant to this Agreement and grant them all reasonable assistance that may be required for them or any of them to do any due diligence investigation, spot check and/or audit in that regard.
- 9.2. The Company undertakes to treat the information obtained pursuant to such investigation as confidential and shall not, without the prior written consent of The Installer, disclose such information to any person other than its

professional advisers and those of their respective employees who are directly concerned with any such investigation and the assessment of the information arising from the investigation and shall not, without the prior written consent of the The Installer, use such information except for the purposes of this Agreement or any related agreement in terms of which it may be contractually obliged to disclose such information.

- 9.3. The obligation on the Company to maintain the confidentiality of and, subject to clause 10.2, to use the information obtained pursuant to an investigation referred to therein, shall not apply to any information which:

- 9.3.1. was in the public domain prior to its disclosure to such Party; or
- 9.3.2. has come into the public domain after its disclosure through no fault of such Party; or
- 9.3.3. it is necessary to disclose to enforce the provisions of this Agreement or to comply with statutory obligations or with the requirements of a Regulatory Authority.

10. RECORDS AND REPORTING OBLIGATIONS

- 10.1. The Installer shall securely keep records and make available to the Company or as directed by the Company, on its behalf:

- 10.1.1. all solar services applications and financial information on each Customer, as requested by the Company from time to time, within 7 (seven) days of any such request; and
- 10.1.2. any other information related to the Services and / or the Solar Services Contracts as may be determined by the Company from time to time.

- 10.2. The Installer shall prepare a monthly report relating to the performance by it of the Services and the Company Assets during the month concerned, to be delivered to the Company on the 15th (fifteenth) day of the succeeding calendar month in such form, and setting out such information, as described in **Schedule 5**, or as otherwise agreed between The Installer and the Company, in writing from time to time.

- 10.3. Notwithstanding the provisions of clause 11.1, The Installer shall give the Company such information and evidence as it shall reasonably require, and in such form as it shall reasonably require, as to the performance by The Installer of its obligations under this Agreement from time to time.

11. PAYMENTS TO THE INSTALLER

- 11.1. In the event that The Installer receives any monies on behalf of the Company (or, in respect of the Sold Company Assets, on behalf of Glint Finance), The Installer shall procure (immediately upon becoming aware thereof) that such amounts received are transferred into the bank account nominated in writing by the Company ("Company Bank Account") on a monthly basis within 3 (three) Business Days of the end of each calendar month.
- 11.2. The Parties may, by written Agreement, adopt an alternative settlement frequency, provided that such settlement shall not be required more frequently than once per week.

12. COMPUTER SYSTEMS, SOFTWARE LICENSING AND DATA

- 12.1. The Installer warrants that to the best of its knowledge and belief it possesses all necessary licenses to utilise the software and computer systems and Intellectual Property ("**Licence Rights**") necessary for the conduct of the Services and shall not take any action or omit to take any action to comply with such licenses.
- 12.2. Each Party ("Indemnifying Party") indemnifies the other Party ("Indemnified Party") against all direct and proven losses finally awarded by a Court of competent jurisdiction or as agreed in a settlement, arising from any claim by a third party that the use of the Indemnifying Party's software, systems, data or License Rights in accordance with this Agreement infringes upon the Intellectual Property Rights of a third party.
- 12.2.1. The indemnity shall not apply to the extent that the claim arises from (i) unauthorised modification or misuse by the Indemnified Party, (ii) use in combination with products or services not supplied or by the Indemnifying Party, or (iii) compliance by the Indemnifying Party with written instructions or specifications of the Indemnified Party.

- 12.2.2. Liability under this Clause shall be subject to the limitations contained in Clause 19.
- 12.3. The Installer hereby indemnifies the Company against direct and proven losses finally awarded by a Court of competent jurisdiction or as agreed in a settlement, arising directly from The Installer's breach of its obligations under Clause 13.1, subject to the limitation set out in Clause 19.
- 12.4. The Installer shall:
 - 12.4.1. automatically back-up data after processing on any Business Day, and keep such back-up data for the next 5 (five) years;
 - 12.4.2. make such back-up copies and/or extracts therefrom available to the Company on receipt of written request from the Company.
- 12.5. The Installer shall:
 - 12.5.1. copy all current versions of software used by it (whether owned by or licensed to it, subject, in the latter case, to the terms of any applicable software licenses) to operate the Services and perform its obligations in terms of this Agreement; and
 - 12.5.2. keep a record of all major changes to all application software and system configurations.
- 12.6. The Installer shall implement a suitable data and systems recovery plan. The Installer shall cause all data backed up under clause 13.1 to be stored in a secure environment such that it can be retrieved and put into operation within 48 (forty-eight) hours of a disaster by its disaster recovery agent. In this clause, disaster means an event which will materially disrupt The Installer's on-line systems availability for more than 48 (forty-eight) consecutive hours.
- 12.7. The Installer shall procure that the disaster recovery plan provides that the disaster recovery manager shall, or if an external agent is appointed, the terms of the agreement with such agent provide that the agent shall:
 - 12.7.1. be required on a regular basis, but not less frequently than annually, to conduct a full disaster system and data recovery exercise of all operational systems at the disaster recovery site. The Installer shall ensure that the results of such disaster recovery

tests are made available to The Installer's external auditors and the Company. The Installer shall ensure that if requested to do so by the Company, that The Installer's external auditors will report to such parties as to whether The Installer has a data and systems recovery plan, whether such plan has been tested and whether or not The Installer has informed it of the results of such disaster recovery tests; and

12.7.2. be required, on written request of the Company and any Substitute Service Provider, to assign, without cost, the data recovery contract to the Company or a Substitute Service Provider and to make available to the Company and any Substitute Service Provider all information and back-up data, subject to the terms of any applicable software licenses, that will enable the Company or any Substitute Service Provider to take over the provision of the Services at any point in time.

12.8. If The Installer's appointment under this Agreement is terminated, then for a period of 3 (three) months following such termination (or such shorter period as may be necessary to allow performance of the Services to be transferred to another person satisfactory to the Company) The Installer shall:

12.8.1. supply the data held by The Installer in relation to each Customer and the Company Assets to the Company and any Substitute Service Provider; and

12.8.2. assist the Company and any Substitute Service Provider with the conversion of such data.

12.9. Upon termination of the appointment of The Installer under this Agreement, The Installer shall forthwith deliver to the Company all books of account, papers, records, registers, correspondence, documents, computer and data records in its possession or under its control relating to the affairs of or belonging to the Company and/or the relating to the Company Assets in a form which accords with the standard practices of the electronic data processing industry at the time the event occurs.

13. EXERCISE OF DISCRETION BY THE SERVICE PROVIDER

The Installer shall use all reasonable endeavours to consult with the Company prior to exercising its own discretion in carrying out any of the Services in terms of this Agreement.

14. STANDARD OF CARE

The Installer shall, at all times during the term of this Agreement, devote or procure that there is devoted to the performance of its obligations under this Agreement at least the same amount of time and attention and that it exercises the same level of skill, care and diligence in the performance of those obligations, the exercise of its discretions under the Agreement and its exercise of the rights of the Company in respect of the Company Assets as it would if it were administering the Company Assets in respect of which it held the entire benefit (both legally and beneficially) and, in any event, shall devote all due skill, care and diligence to the performance of its obligations and the exercise of its discretions hereunder. Nothing in this clause 15 shall require The Installer to do or cause to be done anything which it is prevented from doing by any Applicable Laws, judgments and other directions or orders to which it or any Company Assets may be subject.

15. REMUNERATION AND PAYMENT

- 15.1. The remuneration payable by the Company to the Installer for performance of the Services shall be calculated and payable as set out in **Schedule 2**.
- 15.2. The Installer will not be entitled to any remuneration or indemnity in respect of the performance of its duties under this Agreement, save as expressly provided for in this Agreement.
- 15.3. In the event of any dispute between the Parties in respect of the calculation or payment of Service Fees, the matter shall first be referred to the chief executive officers of the Parties who shall use their best endeavours to resolve the dispute. In the event of the dispute not being so resolved within 10 (ten) Business Days from the date on which the dispute is raised and referred, then the dispute shall be determined by an independent auditor of not less than 15 (fifteen) years' standing as may be agreed in writing between the Parties, or failing agreement within 10 (ten) Business Days from the date of a written request by either such Party for such agreement, appointed by the executive president, or failing him for any reason, then by the most senior officer for the time being of the South African Institute of Chartered Accountants. The Independent auditor shall act as an expert and not an arbitrator and his

decision shall, in the absence of manifest error, be final and binding on the Parties.

16. SALE OF COMPANY ASSETS

16.1. The Installer acknowledges, understands and agrees that:

- 16.1.1. pursuant to the Glint Sale Agreement, from time to time during the course of this Agreement, full rights, title and interest in and to the Sold Company Assets may be transferred by the Company to Glint Finance;
- 16.1.2. it shall continue to provide the Post Commissioning Services on the basis contained in this Agreement in respect of the Sold Company Assets, notwithstanding that Glint Finance becomes the owner thereof.

16.2. The Installer further acknowledges, understands and agrees that:

- 16.2.1. Glint Finance will appoint the Company as its agent to conduct the Post Commissioning Services in respect of the Sold Company Assets with effect from the Glint Sale Date applicable;
- 16.2.2. should any Loss arise as a result of the failure by The Installer to comply with its obligations in terms of this Agreement and/ or upon the occurrence of breach in respect of Post Commissioning Services (as they relate to Sold Company Assets), this may result in a claim by Glint against the Company;
- 16.2.3. in terms of this Agreement the Installer indemnifies the Company against such breach and/or Loss. Accordingly, any liability for which the Company may become responsible to Glint Finance will constitute a Loss falling under such indemnity.

17. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

17.1. In addition to any other warranties and representations expressly set out in this Agreement, The Installer warrants and represents to the Company, as at Signature Date that:

- 17.1.1. it is duly incorporated and validly existing as a company in South Africa;

- 17.1.2. it has the necessary legal capacity to enter into and perform its obligations under this Agreement and has taken all necessary corporate and/or internal action to authorise the execution and performance of this Agreement;
- 17.1.3. this Agreement constitutes legal, valid, binding and enforceable obligations of The Installer;
- 17.1.4. it has no beneficial right, title or interest in and to any of the Company Assets or any other information or data generated as a result of or in connection with the performance by The Installer of the Services in terms of this Agreement;
- 17.1.5. it has the necessary experience, skill and expertise to perform the Services in terms of this Agreement and that in fulfilling its obligations in terms of this Agreement, The Installer shall at all times perform the Services in a proper manner as may be expected from such properly experienced person, making such experience, skill and expertise fully available to the Company;
- 17.1.6. in the execution of this Agreement and the performance by it of its obligations hereunder, The Installer shall comply in all material respects with the Applicable Law(s);
- 17.1.7. it will not knowingly conduct or in any manner be party to any illegal or terrorist activities, money laundering, bribery, tax evasion, corruption or fraud, any activities which are subject to sanctions or do not comply with Applicable Laws; including the making of payments that that improperly advantage any person;
- 17.1.8. the execution of this Agreement will not contravene and will be compliant in all material respects with national environmental and social, health and safety legislation and regulations, including international conventions ratified in the country in which it operates and any holding entities are located;
- 17.1.9. it will comply with all policies and processes of the Company from time to time applicable to the Company's service providers as stipulated in the Operating Documents;

- 17.1.10. the disclosure of information or otherwise by it relating to the Customers or the Company Assets, and the processing of such information, as contemplated by this Agreement, complies in all material respects with the data protection laws of South Africa;
- 17.1.11. it is in possession of all licences, consents, authorisations and the like necessary for it to lawfully provide the Services and shall keep in force all licences approvals, authorisations and consents;
- 17.1.12. to the best of its knowledge, no application or other proceedings has been brought against it or in respect of it in terms of which it is sought to be deregistered, wound-up, liquidated or placed under supervision by a business rescue practitioner, in any such event whether provisionally or finally, and which application or other proceedings will have or is reasonably likely to have an effect on its ability to comply with its obligations in terms of this Agreement;
- 17.1.13. it is not insolvent nor has it committed any act which is or, if it were a natural person, would be an act of insolvency as defined in the Insolvency Act, 24 of 1936 ("Insolvency Act");
- 17.1.14. it is not unable to pay its debts in terms of the Companies Act;
- 17.1.15. it has not compromised or attempted to compromise with, or defer or attempt to defer payment of debts owing by it to, its creditors generally or any significant class of creditors;
- 17.1.16. all financial and other information furnished by it to the Company, whether in terms of or pursuant to this Agreement or otherwise, is true, correct and not misleading in any material way whatsoever at the time such information was given;
- 17.1.17. the Installer will give sufficient time and attention and will exercise due diligence, skill and care in the performance of the Services;
- 17.1.18. the Installer will comply with any reasonable, proper and lawful directions, orders and instructions which the Company may from time to time give to it, consistent with its obligations in terms of this Agreement, arising from matters contemplated in this Agreement;

- 17.1.19. the Installer shall act honestly and in good faith in the performance of its duties and in the exercise of its discretions under this Agreement;
 - 17.1.20. the Installer shall exercise such prudence as a prudent person of business would exercise in performing its discretions under this Agreement;
 - 17.1.21. all documentation executed by or on behalf of the Customers is properly executed by person(s) that *prima facie* are duly authorised thereto and, where necessary, is properly registered and stamped;
 - 17.1.22. it has disclosed to the Company all information which may reasonably be regarded as material by entities in a like or similar position to that of the Company; and
 - 17.1.23. it shall not hold itself out as agent of the Company other than as contemplated in this Agreement.
- 17.2. The Installer gives the Company the representations, warranties and undertakings in clause 17.1 on the basis that this Agreement is entered into by the Company relying on such representations, warranties and undertakings, each of which is deemed to be a material warranty inducing the Company to enter into this Agreement. Each warranty is given as a separate and independent warranty, unaffected by the terms of any other warranty.
- 17.3. The representations, warranties and undertakings of The Installer in this clause 17 shall remain in force until this Agreement is terminated but without prejudice to any right or remedy of the Company arising from breach of any such representation, warranty or undertaking prior to the date of termination of this Agreement.
- 17.4. Each party to this Agreement warrants and represents to each other party to this Agreement that it is duly incorporated or established under the laws of South Africa and has the necessary power under its memorandum of incorporation and all necessary corporate authority, consents and authorisations have been obtained to enter into this Agreement and perform its obligations under this Agreement.

18. LIABILITY

- 18.1. Neither Party is liable to the other Party or the affiliates of the other Party for: (i) loss of business or actual profit; (ii) loss of anticipated profit, interest, revenue, savings or business; (iii) loss of goodwill or damage to reputation; (iv) loss due to business interruption or wasted expenditure, (v) indirect, special, incidental or consequential losses, damages, costs or expenses of any kind; in each case whether arising from tort (including negligence), or otherwise, and whether or not foreseeable at the Signature Date, unless such loss, damage, cost or expense arises out of breach of Clause 24 and/ or Clause 25 by The Installer.
- 18.2. To the extent permitted by applicable law and subject to Clause 19.3, 24 and 25, the aggregate liability of either Party to the other whether arising in contract, tort (including negligence), breach of statutory duty, warranty or indemnity and whether arising from an event or a series of connected events, shall not exceed an amount equal to 12 (twelve) months of Service Fees payable under this Agreement.
- 18.3. The limitation in Clause 19.2 shall not apply to liability arising from:
- 18.3.1. Fraud, willful misconduct or gross negligence;
 - 18.3.2. Breach of confidentiality (Clause 24);
 - 18.3.3. Breach of data protection obligations (Clause 25); or
 - 18.3.4. Infringement of a third party's intellectual property rights.
- 18.4. The provisions of this clause 19 shall survive the expiration and/or termination of this Agreement, whether at the instance of any Party and regardless of the reason for, or the cause of such expiration and/or termination.

19. SERVICES EXCLUSIVE

- 19.1. The Installer (and its Affiliates) shall not, during the term of this Agreement, promote or introduce to its residential customers any materially similar service provided by an alternative funder, save that Glint shall have the first right of refusal in respect of all residential subscription and rental finance customers originated by the Installer.

19.2. If Glint declines, or is unable to fund or fails to exercise such right within 10 (ten) Business Days of referral, the Installer may engage with an alternative provider in respect of that customer.

19.3. For the purposes of this clause, "Materially Similar Services" means residential subscription or rental finance products offered to residential solar customers in South Africa which compete directly with the services offered by Glint under this Agreement. This clause does not restrict The Installer from engaging in commercial or industrial projects, cross-border projects, or other financing arrangements not falling within this definition.

20. **INTELLECTUAL PROPERTY**

20.1. Intellectual Property owned by either Party (whether before or after the Effective Date) shall remain the sole and exclusive property of that Party and no rights are granted hereunder in or to any such Intellectual Property other than the rights expressly granted in this Agreement.

20.2. The Parties acknowledge that they may come into possession or obtain knowledge of the other Party's Intellectual Property and that the disclosure thereof to third parties may be damaging for the Party concerned. The Party coming into the possession or obtaining knowledge of the other Party's Intellectual Property, agrees to hold such intellectual property confidential, and agrees not to use or to disclose the Intellectual Property to any third party.

21. **GOVERNANCE STRUCTURES**

21.1. In order to facilitate the smooth and effective management of the relationship, the Parties shall each appoint a suitably qualified and responsible person to act as their relationship manager in respect of the relationship between the Parties and the management of the provision by The Installer of Services in terms of this Agreement. In respect of such relationship managers:

21.1.1. they will have the power and authority to make decisions with respect to actions to be taken by them in the ordinary course of day-to-day management of this Agreement, but for the purposes of clarity it is recorded that the relationship managers shall not be entitled to vary the terms of this Agreement;

21.1.2. all invoices, communications, documentation and materials relating to this Agreement shall be sent by each Party to the appropriate relationship manager; and

21.1.3. either Party may, on 7 (seven) days' written notice to the other, appoint an alternative relationship manager who is suitably qualified and responsible.

22. **SUB-CONTRACTING**

22.1. The Installer shall be entitled to subcontract any part of its obligations in terms of this Agreement to a third party with the prior written consent of the Company.

22.2. Where the Company approves the subcontracting requested, The Installer shall:

22.2.1. remain responsible for the acts and omissions of its sub-contractors (which for purposes of clarity, includes, third parties engaged The Installer and referred to as “**Channel Partners**”) and the personnel of such sub-contractors as fully as if they were the acts and omissions of The Installer; and

22.2.2. procure the inclusion of appropriate conditions in all material contracts entered with sub-contractors so as to ensure that the sub-contracted Services are completed in accordance with the requirements of this Agreement and any Applicable Laws; and adequate contractual protection, recourse, and security, in the form of warranties and guarantees from the sub-contractor, relating to the performance by the sub-contractor of its obligations in terms of the relevant sub-contract agreement, are provided for.

22.3. No agreement entered into with a sub-contractor shall release The Installer from any of its obligations in terms of this Agreement, and The Installer shall accordingly remain liable to the Company in relation to its obligations in terms of this Agreement

23. **CONFIDENTIALITY**

23.1. It is recorded that by virtue of this Agreement, the Parties shall come into possession of and have access to each other's Confidential Information.

- 23.2. The Parties acknowledge that the Confidential Information is not in the public domain and is a valuable, special and unique asset proprietary to the Party who discloses their Confidential Information to the other Party ("**Disclosing Party**"). If such Confidential Information is disseminated or used by any competitor, or potential competitor of the Disclosing Party or in competition with the Disclosing Party or otherwise, this will cause the Disclosing Party to suffer material harm and cause the value of its know-how and proprietary interest therein to be diminished.
- 23.3. The Parties shall at all times, during the terms of this Agreement and after the termination or expiration of this Agreement ensure that they and their Personnel treat the Confidential Information and the terms contained in this Agreement as confidential and undertake not to disclose to any third party any such Confidential Information except insofar as permitted in terms of this Agreement or if such disclosure is authorised in writing by both Parties or is ordered by a Court of law, or is otherwise essential for application in judicial action or the performance of obligations in terms of this Agreement.
- 23.4. The Party who receives the Disclosing Party's Confidential Information ("**Receiving Party**") agrees that the unauthorised disclosure of the Confidential Information to a third party may cause irreparable loss, harm and damage to the Disclosing Party. Accordingly, the Receiving Party indemnifies and holds the Disclosing Party harmless against any loss, action, cost, expense, claim, harm or damage, of whatever nature, suffered or sustained by the Disclosing Party pursuant to a breach by the Receiving Party of the provisions of this clause 23. The Receiving Party shall pay all legal costs (including legal disbursements) on an attorney- own scale basis incurred by the Disclosing Party in bringing any application for interim or final relief against the Receiving Party on the scale as between attorney and own client on demand.
- 23.5. The obligations of confidentiality under this clause 23 shall not apply to:
- 23.5.1. the disclosure on a "need to know" basis to an Affiliate or Personnel of a Party where such disclosure is for a purpose reasonably incidental to this Agreement;
- 23.5.2. information which is independently developed by the relevant Party or acquired from a third party to the extent that it is acquired with a right to disclose the same;

- 23.5.3. the disclosure of information to the extent required to be disclosed by law, any stock exchange regulations or any binding judgment, order or requirement of any court or any other competent authority;
 - 23.5.4. the disclosure of information to any tax authority to the extent reasonably required for the purpose of tax affairs of the Party concerned;
 - 23.5.5. the disclosure in confidence to a Party's professional advisors of information reasonably required to be disclosed for a purpose reasonably incidental to this Agreement; and
 - 23.5.6. information which comes within the public domain otherwise than as a result of a breach of this clause 23.
- 23.6. Each Party shall inform any officer, employee or agent or any professional or other advisor advising it in relation to the matters referred to in this Agreement, or to whom it provides Confidential Information that such information is confidential and shall instruct them:
- 23.6.1. to keep it confidential; and
 - 23.6.2. not to disclose it to any third party other than to those persons to whom it has already been disclosed in accordance with the terms of this Agreement.
- 23.7. The Disclosing Party shall remain responsible for any breach of this clause 23 by the person to whom it has disclosed any Confidential Information.
- 23.8. The provisions of this clause 23 shall survive the termination of this Agreement.

24. PROTECTION OF PERSONAL INFORMATION

- 24.1. To the extent that the implementation of this Agreement and the receipt and provision of the Services shall involve the Processing of Personal Information:
- 24.1.1. the Parties hereby undertake to comply with the provisions of POPIA in their dealings with Personal Information and acknowledge that they are familiar with and undertake to comply with the provisions of POPIA;

- 24.1.2. the Parties agree that they are each responsible for complying with their respective general obligations under POPIA and any other Applicable Laws governing the Processing of Personal Information any other provision of this Agreement. In this regard the Parties undertake and agree that they understand and are familiar with the provisions of POPIA;
- 24.1.3. with respect to any Processing of Personal Information under this Agreement each Party shall (and shall ensure that any of its Data Operators) take appropriate technical and organisational security measures against unauthorised or unlawful Processing of Personal Information supplied to it by the other Party and against accidental loss or destruction of, or damage to, that Personal Information in accordance with the provisions set out in POPIA;
- 24.1.4. each of the Parties will promptly notify the other Party if it:
 - 24.1.4.1. becomes aware of any unauthorised or unlawful Processing, loss of, damage to, destruction of or mistake made in relation to the Personal Information;
 - 24.1.4.2. becomes aware that a disclosure of Personal Information may be required by Law;
 - 24.1.4.3. receives a request, in Writing or otherwise, from an Individual or entity, to access their Personal Information or to cease or not begin Processing, or to rectify, block, erase or destroy Personal Information. The Parties will cooperate in promptly investigating and dealing with such request in order to ensure that such person's rights under POPIA and any other applicable Data protection legislation and regulations are protected;
- 24.1.5. The Installer warrants that:
 - 24.1.5.1. where it has or will provide information and/or data, or access to information or data, including Personal Information, to the Company, it has obtained the required permissions and consents to the extent

necessary and in compliance with the provisions of POPIA and/or any other relevant legislation relating to data- and consumer protection to enable it to lawfully provide such information or data, including Personal Information, to the Company; and

- 24.1.5.2. where The Installer provides the Company with data and information, or access to data or information, including Personal Information, as a result of or in the course of the provision of the Services, it shall at all times comply with the provisions of POPIA and/or any other relevant legislation relating to data and consumer protection in all its dealings with such data and information, including Personal Information.

24.2. Where one Party (the “**Responsible Party**”) supplies Personal Information to the other Party (the “**Operator**”), the Operator will:

- 24.2.1. ensure that such Personal Information is only used for purposes authorised by the Responsible Party and in terms of this Agreement;
- 24.2.2. notify the Responsible Party of any request it receives from third parties for access to or changes to the Personal Information;
- 24.2.3. not transfer the Personal Information in any manner to any third party not authorised in Writing by the Responsible Party;
- 24.2.4. not send Personal Information outside South Africa without prior written authorization from the Responsible Party;
- 24.2.5. comply with all Laws, policies and procedures relating to the protection, storage, handling, privacy, Processing and retention of Personal Information as well as the destruction of Personal Information;
- 24.2.6. will take appropriate and reasonable technical and organisational security measures to prevent the loss of damage to or unauthorised destruction of Personal Information, and the unlawful access to or Processing of Personal Information. The

measures taken must at all times be at least of a minimum standard required by all applicable Laws and be of a standard no less than the standards which are in compliance with the best industry practice for the protection, control and use of Data;

24.2.7. take reasonable steps to identify all reasonably foreseeable internal and external risks posed to Data under its possession or control and establish and maintain appropriate safeguards against any risks identified. The receiving Party shall regularly verify that the safeguards are effectively implemented and keep a record of such verification. The safeguards shall be updated continually in response to new risks or deficiencies in previously implemented safeguards;

24.2.8. provide a level of security appropriate to the harm that might result from any unauthorised or unlawful Processing or accidental loss, destruction or damage to the Personal Information and also to the nature of the Personal Information being protected. Any act or omission that compromises the security, confidentiality or integrity of Personal Information or the safeguards used to protect the security, confidentiality or integrity of Personal Information, or a receipt of or a complaint in respect of the security practices of the Operator or a breach or alleged breach of any of the undertakings in relation to POPIA imposed on the Operator by this Agreement or of obligations imposed on the Operator in terms of POPIA, will be deemed to be a breach for purposes of this Agreement. In the event of breach or suspected breach, the Operator will notify the Responsible Party, within one Business Day of becoming aware of the breach;

24.2.9. ensure, if required, the necessary audit procedures are in place to deal with the requirements of POPIA and this clause 24; and

24.2.10. implement any other measures and procedures to ensure that the Operator's obligations in terms of this clause 24 and POPIA are met.

24.3. Notwithstanding any other provision in this Agreement, the Operator indemnifies the Responsible Party from any direct and proven losses,

damages, liabilities, deficiencies, actions, judgments, interests, awards, penalties, fines, costs or expenses incurred or suffered by the Responsible Party as a result of the Operator's failure to comply with its statutory obligations contained in POPIA or any other obligations contained in this clause 24.

- 24.4. After receipt of a notification of breach as per above, the Parties shall as soon as reasonably possible meet to investigate the breach and the Operator will cooperate with the Responsible Party and assist the Responsible Party with its investigation by providing access to its systems, records, files, logs, Data, employees and other relevant information that may be required in order to comply with its obligations in terms of POPIA. The Operator will cooperate and assist the Responsible Party in any litigation or other proceedings which the Responsible Party deems necessary to protect its rights relating to the use, disclosure, protection and maintenance of Personal Information. The Operator shall treat any breach as confidential and shall not inform any third party of a breach unless it has obtained the Responsible Party's prior written Consent. Any notification of a breach to any individual or regulatory authority and the content, manner and form thereof shall be within the Responsible Party's discretion.
- 24.5. The Operator shall take all steps required to prevent any further breaches at its own expense. If the preventative measure requires a publication of the breach to any third party (including a court of law or a regulator) it shall only do so after obtaining the Responsible Party's prior written Consent, which shall not be unreasonably withheld. The Operator shall reimburse the Responsible Party for all costs, incurred by the Responsible Party to respond to, and to mitigate its damages caused by a breach which will include costs of notices and legal expenses associated with the breach.
- 24.6. The Operator further warrants, represents and undertakes that it shall ensure that all its systems and operations which it uses to provide the Services including all systems on which Data is Processed as part of providing the Services, shall at all times be of a minimum standard required by all applicable Laws and be of a standard no less than the standards which are in compliance with the best industry practice for the protection, control and use of Data.
- 24.7. A Party's failure to comply with the provisions of clause 24 is a material breach of this Agreement.

24.8. The provisions of this clause 24 shall survive termination of this Agreement.

25. **DURATION AND TERMINATION**

25.1. **Duration**

25.2. This Agreement shall commence on the Signature Date and, subject to the provisions of clause 25.5, continue until such time as the Company has no further interest in the Company Assets or, in respect of Sold Company Assets, until such time as Glint Finance has no further interest in the Sold Company Assets, whichever is the later, provided that the Company shall give not less than 3 (three) months prior written notice of termination to The Installer, which period may be extended by mutual agreement between the Parties. .

25.3. **Service Provider Default**

25.4. The following shall constitute events of default by The Installer under this Agreement (each a "**Service Provider Event of Default**"), namely:

25.4.1. should The Installer breach any provisions of this Agreement which breach, if capable of being remedied, is not remedied within 20 (twenty) Business Days after the earlier of The Installer becoming aware of such default and The Installer receiving written notice from the Company requiring such breach to be remedied;

25.4.2. should any representation or warranty made by The Installer in this Agreement or in any certificate delivered pursuant to this Agreement prove to be incorrect in any material respect as of the time when such representation or warranty was made;

25.4.3. should The Installer be wound-up, liquidated, become subject to a scheme of arrangement or a compromise with creditors in terms of Sections 114 and 155 of the Companies Act respectively (other than a compromise with creditors, the terms of which have been by the Company and where The Installer is solvent), deregistered or placed under curatorship or business rescue proceedings or should a liquidator, curator or business rescue practitioner be appointed to The Installer;

25.4.4. should the Installer have any judgment or similar award in excess of R50 000 ("**Judgment**") awarded against it and fail to satisfy

such Judgment within the time period required by such Judgment, or:

- 25.4.4.1. if such Judgment is appealable, fail to appeal against such Judgment within the time limits prescribed by law or fail to diligently prosecute such appeal thereafter or ultimately fails in such appeal and then failing to satisfy the Judgment within 10 (ten) days; and/or
- 25.4.4.2. if such Judgment is a default judgment, fail to apply for the rescission thereof within the time limits prescribed by law or fail to diligently prosecute such application thereafter or ultimately fail in such application; and/or
- 25.4.4.3. if such Judgment is reviewable, fail to initiate proceedings for the review thereof within the time limits prescribed by law or fail to diligently prosecute such proceedings thereafter or ultimately fails in such proceedings and then failing to satisfy the Judgment within 10 (ten) days; or
- 25.4.5. should The Installer be or become declared insolvent or commit any act which is or, if it were a natural person, would be an act of insolvency as defined in the Insolvency Act; or
- 25.4.6. should The Installer compromise or attempt to compromise with, or defer or attempt to defer payment of debts owing by it to, its creditors generally; or
- 25.4.7. should The Installer alienate or encumber the whole or a major portion of its assets without the prior written consent of the Company; or
- 25.4.8. should The Installer cease to carry on its business in a normal and regular manner or materially change the nature of its business which, in the reasonable opinion of the Company, results in the inability of The Installer to meet its obligations under this Agreement; or

- 25.4.9. should the performance of The Installer's obligations in terms of this Agreement become illegal.

25.5. Consequences of Service Provider default

- 25.5.1. If a Service Provider Event of Default as set out in clause 25.3 above occurs, then the Company shall be entitled, without prejudice to its other rights in law, by written notice to The Installer , cancel the The Installer's appointment under this Agreement or claim immediate specific performance of all of The Installer's obligations which are then due for performance. Any termination of appointment under this Agreement following a Service Provider Event of Default pursuant to this clause 25.5.1 shall be without liability or penalty on the part of the Company for so doing.

- 25.5.2. Notwithstanding anything to the contrary contained in this Agreement, if the Company serves any notice of cancellation on The Installer pursuant to this clause 25.5, it shall be entitled, notwithstanding that The Installer may dispute the notice of cancellation, forthwith to appoint a Substitute Service Provider to act as service provider in terms of this Agreement, pending resolution of the dispute. It is agreed that even if The Installer successfully challenges the notice of cancellation and is re-instated as service provider, that The Installer shall not be entitled to the remuneration set out in clause 15 for the period that such Substitute Service Provider renders the Services.

25.6. Company Default

- 25.6.1. Should the Company fail to timeously satisfy its payment obligations in terms of this Agreement and such breach is remedied within 20 (twenty) Business Days after receipt by the Company of written notice from The Installer requiring such breach to be remedied, then The Installer shall be entitled, without prejudice to its other rights in law, to claim immediate specific performance of all of the Company's payment obligations which are then due for performance.

- 25.6.2.

26. RIGHTS AND DUTIES ON TERMINATION

26.1. Upon termination of The Installer's appointment under this Agreement for any reason, all rights, authority and power of The Installer under this Agreement shall (except where otherwise provided) be terminated and be of no further effect, The Installer shall not hold itself out in any way as representative, agent and/ or sub-contractor of the Company and The Installer shall immediately, except where otherwise provided:

26.1.1. cease and refrain thereafter from:

26.1.1.1. performing any of the Services under this Agreement;

26.1.1.2. using or disclosing to others any confidential information relating to this Agreement;

26.1.2. return to the Company and/or any Substitute Service Provider all documents held in safe custody by or on behalf of The Installer on behalf of the Company, or that came into the possession of The Installer pursuant to the provisions of this Agreement, including originals and any copies of such documents;

26.1.3. hand over any monies then held by The Installer or at any time thereafter received by The Installer on behalf of the Company;

26.1.4. co-operate with and assist any Substitute Service Provider in accordance with the remaining provisions of this clause 26; and

26.1.5. generally, do all such things as may be necessary to place the Company or any Substitute Service Provider in full control of the Services provided in terms of this Agreement.

26.2. On termination of the appointment of The Installer under the provisions of clause 25 (subject to clause 25.5.2), The Installer shall be entitled to receive, on the date such amounts as would have fallen to be paid but for such termination, all fees and other monies accrued up to the date of termination but shall not be entitled to any other or further compensation. Such monies so receivable by The Installer shall be paid by the Company on the dates on which they would otherwise have fallen due under this Agreement but payment of such monies shall be subordinated to the obligation of the Company to pay the fees of a Substitute Service Provider which fall due on the same day. The

Company shall be entitled to set-off against any sums payable to The Installer under this Agreement all sums due from The Installer to the Company under this Agreement.

26.3. The termination of The Installer's appointment under this Agreement:

26.3.1. shall not affect any party's existing or contingent rights, obligations or liabilities which arose on or prior to the termination of this Agreement, or which may accrue thereafter in respect of any act or omission which occurred prior to such termination; and

26.3.2. shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination and without prejudice to the rights of the Company which continue beyond the date of such termination.

27. **CAPACITY & RELATIONSHIP OF THE PARTIES**

27.1. The Parties agree and acknowledge that:

27.1.1. in respect of performance by The Installer of the Pre-Commissioning Services, The Installer is appointed and shall be acting as agent for and on behalf of the Company, subject to any restrictions, obligations and/ or limitations contained in this Agreement; and

27.1.2. in respect of performance by The Installer of the Post Commissioning Services, The Installer is appointed and shall be acting as independent contractor and shall not, in respect of such Post Commissioning Services:

27.1.2.1. in any way be held to construe or support the inference of the existence of a relationship of agency, employment, partnership, joint venture or association between the Parties and/or their Related Persons; or

27.1.2.2. entitle The Installer to bind or attempt to bind the Company (and/ or Glint Finance, in respect of the Sold Company Assets), or to represent to any third person that it has the authority to bind Company (and/ or Glint Finance, in respect of the Sold Company Assets) or to

confer any obligation on Company (and /or Glint Finance, in respect of the Sold Company Assets) unless specifically mandated to do so in this Agreement or otherwise as agreed in writing by the Company.

- 27.2. The Personnel of one Party, in the performance of this Agreement, shall act only in the capacity of representatives of that Party and not as employees, officers or agents of the other Party and will not be deemed for any purpose to be employees of the other. No Party shall by reason of the actions of the other Party incur any personal liability as a co-partner to any third party.

28. **SUBSTITUTE SERVICE PROVIDER**

- 28.1. Should The Installer's appointment under this Agreement be terminated for any reason whatsoever, including as a result of a default referred to in clause 25.3 (but other than on the insolvency of the Company), the Company shall appoint a Substitute Service Provider acceptable to the Company.

- 28.2. A Substitute Service Provider may only be appointed pursuant to clause 28.1, if:

28.2.1. such Substitute Service Provider has experience in the provision of the Services; and

28.2.2. such Substitute Service Provider enters into an agreement on substantially the same terms as this Agreement (*mutatis mutandis*) including the obligations to take the action required by clause 5 (or on such other terms as to costs, expenses, remuneration or otherwise (and consequential modifications) as the Company may agree with such Substitute Service Provider).

- 28.3. It is recorded, for the avoidance of doubt, that a Substitute Service Provider shall not be liable for any accrued obligations of The Installer, including without limitation, the obligation to pay money out of its own funds to any other person up to the date of appointment of such Substitute Service Provider. In the event that a Substitute Service Provider is appointed to provide the Services in accordance with the provisions of this Agreement, the Company, agrees to enter into discussions, at the request of such Substitute Service Provider, regarding the negotiation of a new servicing contract with such Substitute

Service Provider. During such negotiations, the terms and conditions of this Agreement shall continue to apply. Should such parties fail to agree on the terms and conditions of such a new servicing contract within 6 (six) months of the appointment of a Substitute Service Provider, then the terms and conditions of this Agreement shall continue to apply.

28.4. The Installer shall, upon termination of this Agreement provide the Company and any Substitute Service Provider with such commercially reasonable assistance as may be required to ensure an orderly transition of the Services, for a period of 4 (four) weeks, subject to the Company paying The Installer its reasonable costs and expenses incurred in providing such assistance, unless termination arises as a result of The Installer's material breach. Such assistance shall include:

28.4.1. providing suitably trained and experienced staff to train the employees of such Substitute Service Provider so as to make them fully acquainted with the performance of the Services; and

28.4.2. to the extent that The Installer is able to so without being required to disclose any of its proprietary information, handing over to such Substitute Service Provider all documentation, including copies of The Installer's business continuity and disaster recovery plans, all available training manuals for staff and systems, all electronic data tapes and all process documentation, but excluding The Installer's proprietary methodologies, pricing models or other Confidential Information not strictly necessary for such continuation.

29. NOTICES

29.1. Each Party hereby selects as its *domicilium citandi et executandi* the address set out opposite its name below, at which all processes and notices of a legal nature must be delivered to it for the purposes of this Agreement:

29.1.1. The Company:

29.2. Attention: Glint Legal

29.3. Address: Firestation, 16 Baker Street, Rosebank, Johannesburg, 2196, South Africa

29.4. Email: legal@glint.co.za

- 29.4.1. The Installer:
 - 29.5. Attention: the primary contact person recorded in the Installer's profile on the Glint Installer Portal
 - 29.6. Address: the physical address recorded in the Installer's profile on the Glint Installer Portal
 - 29.7. E-mail: the email address recorded in the Installer's profile on the Glint Installer Portal
- 29.8. The notice shall be deemed to have been duly given:
 - 29.8.1. on delivery, if delivered by hand to the Party's physical address in terms of clause 29.1 before 17h00 on a Business Day, or if delivered on a Business Day but after 17h00 on that Business Day, or on any day other than a Business Day, it will be deemed to have been given at 08h30 on the first Business Day after it was delivered;
 - 29.8.2. on dispatch, if sent to the Party's email address before 17h00 on a Business Day, or if sent on a Business Day but after 17h00 on that Business Day, or on any day other than a Business Day, it will be deemed to have been given at 08h30 on the first Business Day after it was sent,
 - 29.8.3. unless the addressor is aware, at the time the notice would otherwise be deemed to have been given, that the notice is unlikely to have been received by the addressee through no act or omission of the addressee.
- 29.9. A Party may change that Party's address or e-mail address by notice in Writing to the other Party, provided that a Party's address shall remain a physical address. Such change to be effective only on and with effect from the seventh Business Day after the giving of such notice.
- 29.10. Notwithstanding anything to the contrary stated above, if a notice or communication is actually received by a Party, adequate notice or communication shall have been given, even though it was not delivered in a manner described above.

30. DISPUTE RESOLUTION

30.1. Save where another form of dispute resolution mechanism has been provided in any other provision of this Agreement, if any dispute arises in connection with this Agreement, the Parties must follow the dispute resolution process set out in this clause 30, provided that the Parties must, in the first instance, endeavour to settle the matter through good faith negotiations.

30.2. For purposes of this clause 30, "**Independent Expert**" means an independent expert appointed by agreement between the Parties to resolve a dispute between them in terms of this Agreement, provided that: -

30.2.1. if the Parties are unable to agree on an independent expert within 5 days of either party requiring one to be appointed, either party may thereafter require that same shall be appointed by AFSA;

30.2.2. such expert shall be deemed to act as an expert and not as an arbitrator;

30.2.3. the decision of such Independent Expert shall (in the absence of clerical or manifest error) be final and binding on the Parties;

30.2.4. the Independent Expert's fees for so acting shall be borne by the Parties in equal shares unless the Independent Expert determines that the conduct of either Party was such that it should bear a greater proportion or all of such fees; and

30.2.5. where AFSA is required in terms of this Agreement to appoint an independent third party (including an arbitrator), it is the Parties' intention that such third party shall have the requisite skills, experience and expertise necessary to determine the specific issue at hand, provided further that AFSA's appointee shall not be subject to dispute by either Party on the grounds that it has failed to act in accordance with the intention expressed in this 30.2.5;

30.3. Dispute Resolution Committee

30.3.1. Prior to referring any dispute to formal dispute resolution contemplated below, the Parties shall first attempt to resolve their dispute informally by referring a dispute to a joint dispute

resolution committee ("**DRC**") comprising a Director of each of the Parties, or alternates appointed by them.

30.3.2. Either Party, as the "**Initiating Party**" may declare a dispute by serving a written notice ("**Dispute Notice**") on the other Party (the "**Responding Party**"), addressed to the Responding Party's Designated Representative, setting out:

30.3.2.1. the facts on which the Initiating Party relies and the remedy it seeks, in sufficient detail to enable the Responding Party to reach an understanding of the basis of the dispute and the remedy sought;

30.3.2.2. a request that the Parties convene a DRC to settle the dispute; and

30.3.2.3. a proposed time and date for the DRC to meet.

30.3.3. If the Parties cannot agree on a date for the DRC to convene or the DRC is unable to resolve the dispute within 14 (fourteen) days of having met to resolve the dispute, either Party may demand in writing that the matter be referred where appropriate to an Independent Expert pursuant to clause 30.4.

30.4. If so, agreed by DRC (or if specifically provided for in terms of this Agreement), any dispute may be referred, together with reasons for referring the matter, to an Independent Expert. In this regard:

30.4.1. the Independent Expert shall, within 5 (five) Business Days after a dispute has been referred to it, direct the disputing Parties to submit their respective arguments relating to the dispute;

30.4.2. it shall be entirely within the power and competence of the Independent Expert to decide upon any matters related to the proper preparation of the dispute for hearing and in that regard the Independent Expert shall direct the disputing Parties accordingly;

30.4.3. the Independent Expert shall set the date for the hearing, choose the venue (which must be a venue in Johannesburg) for the hearing and determine all matters regarding any aspect of the hearing. Moreover, the Independent Expert can decide whether at

the hearing the disputing Parties are to give oral evidence or confine themselves to presenting their cases in writing or by some other appropriate procedure. In this regard, the Independent Expert must be guided by considerations of fairness, the cost-effective resolution of the dispute, and the need to resolve the dispute quickly;

- 30.4.4. the Independent Expert shall provide both disputing Parties with his written decision on the dispute, including his reasons therefor, within 14 (fourteen) days of the referral (or such other period as the disputing Parties may agree after the referral in writing);
- 30.4.5. the Independent Expert's costs of any referral shall be borne as the Independent Expert shall specify or, if not specified, equally by the disputing Parties. Each disputing Party shall bear its own costs arising out of the referral, including its legal costs and the costs and expenses of any witnesses;
- 30.4.6. the Independent Expert shall act impartially and may take the initiative in ascertaining the facts and the law. The Independent Expert need not strictly observe the principles of law and may decide the matter submitted to him in accordance with what he considers equitable in the circumstances;
- 30.4.7. the proceedings shall be confidential and all information, Data or documentation disclosed or delivered by any disputing Party to the Independent Expert in consequence of or in connection with his appointment as Independent Expert shall be treated as confidential;
- 30.4.8. should any disputing Party fail to co-operate with the Independent Expert with the result that in the view of the Independent Expert such default or omission prejudices the dispute resolution process, then the Independent Expert can give that disputing Party written notice that unless it remedies the default or omission within a given time, it will forfeit the right to continue to participate in the adjudication.

30.5. Exceptions

30.5.1. This clause 30 does not preclude a Party from access to an appropriate court of law for interim relief in the form of an interdict, mandamus or order for specific performance pending the outcome of the dispute resolution process set out in this clause 30 or in respect of such process.

30.5.2. A Party that wishes to recover an undisputed, liquidated amount due to it by the other Party may institute proceedings in any high court having jurisdiction without having to adhere to the dispute resolution procedure set out in this clause 30.

30.6. This clause 30 is severable from the rest of this Agreement and shall remain valid and binding on the Parties notwithstanding any termination of this Agreement.

31. **PUBLICITY**

1.1. Each Party undertakes to keep confidential and not to disclose to any third party, save as may be required in law or permitted in terms of this Agreement, the nature, content or existence of this Agreement and any and all information given by a Party to another Party pursuant to this Agreement.

32. **CO-OPERATION**

1.2. The Parties undertake at all times to co-operate with each other in good faith in order to carry out this Agreement. The Parties further undertake not to take any action or to omit taking any action which will result in delaying or impeding the implementation of this Agreement.

33. **CESSION**

33.1. The Company shall be entitled to cede all or any of its rights or delegate all or any of its obligations under this Agreement without consent of The Installer.

33.2. The Installer shall not be entitled to cede all or any of its rights or delegate all or any of its obligations under this Agreement without the prior written consent of the Company.

34. **GENERAL**

- 34.1. This Agreement constitutes the sole record of the agreement between the Parties in relation to the subject matter. Neither Party is bound by any express, tacit nor implied term, representation, warranty, promise or similar provision not stated herein.
- 34.2. This Agreement supersedes and overrides any prior commitments, undertakings or representations (whether written or oral) between the Parties.
- 34.3. This Agreement shall be interpreted so that all the provisions are given as full effect as possible.
- 34.4. No addition to, variation, consensual cancellation or novation of this Agreement is of any force or effect unless reduced to writing and signed by both Parties or by their duly authorised representatives.
- 34.5. All matters arising in connection with this Agreement, including its interpretation, validity, implementation, rectification, enforcement and termination are determined in accordance with the laws of the Republic of South Africa (whether past, current or enacted in the future) and the Parties agree to submit to the non-exclusive jurisdiction of the High Court, South Africa.
- 34.6. All provisions of this Agreement and any Annexure are independent of each other and deletion from or the invalidity of any such provision or schedule do not affect the remainder of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any of the Annexures, as they may be revised from time to time, the provisions of this Agreement prevail.
- 34.7. No indulgence or extension of time which either Party ("**Grantor**") may grant to the other constitutes a waiver of, whether by estoppel or otherwise, limit any of the existing or future rights of the Grantor, save in the event and to the extent that the Grantor has signed a written document expressly waiving or limiting such right.
- 34.8. The rights and obligations of each Party arising out of or pursuant to this Agreement or its termination or cancellation devolve upon and bind its legal representatives, successors-in-title and permitted assigns.
- 34.9. This Agreement may be executed in any number of counterparts, all of which, with respect to a particular document, shall be considered one and the same

instrument and an original. An electronic copy of a signature received in Portable Document Format (PDF) or a copy of a signature received via a fax machine or email shall be deemed to be of the same force and effect as an original signature on an original executed document.

35. **APPLICABLE LAW AND JURISDICTION**

- 1.3. The Agreement shall be construed under and governed by the laws of the Republic of South Africa.

36. **VAT**

- 1.4. Any costs, expenses, charges or other amounts payable under this Agreement shall be paid together with any VAT applicable to such amount subject to prior delivery to the payer of an appropriate VAT invoice.

37. **COSTS**

- 37.1. Each Party shall bear and pay its own costs of and incidental to the negotiation, drafting, preparation and execution of this Agreement.
- 37.2. The costs (including legal costs on the attorney and own client scale) incurred by any Party arising out of a breach by any other Party of any of the provisions of this Agreement, shall be borne by the Party in breach.

38. **FORCE MAJEURE**

- 38.1. A Party will not be in breach of this Agreement or otherwise liable to the other Party for any delay in performance or non-performance of any obligations under this Agreement, other than payment obligations or confidentiality obligations, if and to the extent that the delay or non-performance is hindered, delayed or prevented by a circumstance beyond reasonable control of such Party, including (i) fire, flood, earthquake, hurricanes, severe weather conditions, tidal wave or other acts of God; (ii) epidemics or quarantine restrictions; (iii) explosion, plant malfunction, unplanned shutdown, or shutdown in anticipation of a breakdown; (iv) strike, lockout, picketing or other mass labour difficulty; (v) riot, war (declared or undeclared), terrorism, piracy, cyber-attacks or espionage, civil insurrection, rebellion or other criminal act or act of violence; or (vi) blockade, embargo, boycott or any act or omission of any governmental authority or any group purporting to have authority (each a **"Force Majeure Event"**).

- 38.2. The affected Party must promptly notify the other Party of the nature and extent of the circumstances giving rise to a Force Majeure Event and undertake reasonable efforts to mitigate the conditions provided that neither Party will be obligated to settle any labour dispute.
- 38.3. A Party may terminate this Agreement (without liability to the other Party) by giving 30 (thirty) days written notice of such termination of a Party's obligations are delayed, prevented or hindered for a period of 180 (one hundred and eighty) consecutive days as a result of any Force Majeure Event, or for an aggregate period of 12 (twelve) months in any period of 24 (twenty four) months.

39. **ACCEPTANCE OF THESE TERMS**

- 39.1. By selecting "I Accept", submitting an application to become an Installer, accessing or using the Glint Platform, the Installer:
- 39.1.1. acknowledges that it has read and understood these Terms;
 - 39.1.2. agrees to be bound by them;
 - 39.1.3. warrants that the individual accepting these Terms is duly authorised to bind the Installer; and
 - 39.1.4. agrees that such electronic acceptance constitutes a legally binding agreement between the Installer and the Company.

SERVICES AND SERVICE LEVELS

1. SALES AND DISTRIBUTION

1.1. Customer Acquisition and Sales

1.1.1. The Installer shall be responsible for Customer acquisition process.

1.1.2. The Installer shall conduct the Customer acquisition process strictly in compliance with the Business Rules and Operating Documents.

1.2. Qualification of Customers

1.2.1. The Installer will identify qualifying potential customers based on the qualifying criteria listed in the Business Rules ("**Qualifying Criteria**") determined by the Company, in its sole and absolute discretion, and as amended by the Company from time to time.

1.2.2. The Company will provide The Installer with UpToDate Qualifying Criteria and The Installer shall ensure that it (and any Channel Partner) adheres to the Qualifying Criteria.

1.2.3. Any prequalification shall be subject to final approval by the Company, in its sole and absolute discretion.

1.2.4. Changes to the Qualifying Criteria shall be communicated in writing to The Installer by the Company within 2 (two) days of such change being made and The Installer shall in turn implement any consequent changes to the credit Criteria within 5 (five) days of receipt of the notification by it.

1.3. Appointment of Third-Party Channel Partners

1.3.1. In order to enhance the customer acquisition and sale of Solar Services, The Installer may authorise third party channel partners (referred to as "**Channel Partners**") to market and sell the Solar Services to their customers, provided that:

1.3.1.1. all offers for Solar Services must be submitted via the The Installer;

1.3.1.2. the offer approval process in respect of Customer Eligibility Criteria and the Supplier Eligibility Criteria as required in terms of the Business Rules is followed;

1.3.1.3. the Channel Partner complies with the Company's Business Rules and Operating Documents (which it is The Installer's responsibility to ensure) and are accredited by The Installer to market and sell Solar Services, which will include any training program on the Solar Services information, unique selling proposition, and sales requirements, developed by The Installer and by the Company;

- 1.3.1.4. the Channel Partner verifies, prior to installation, through a virtual and/or physical inspection suitability of Customer Premises for installation and operation of the system in accordance with Applicable Laws and safety standards;
 - 1.3.1.5. that the Customer Premises and any subsequent installation and operation of the Solar Plant will be reasonably secured and protected against theft, vandalism, and / or any other threats to its integrity and the Company's ownership thereof; and
 - 1.3.1.6. the Channel Partner's system designs are in accordance with industry standards and consider technical limitations of the premises or placement area.
- 1.3.2. The Installer shall be and remain wholly liable to the Company for all actions and/ or omissions for any Channel Partner.

1.4. **Customer Needs Analysis and Solution Proposal**

- 1.4.1. The Installer will analyse the collected data to understand the potential customer's specific needs.
- 1.4.2. Based on this analysis, The Installer will propose suitable Solar Services solutions.
- 1.4.3. Proposals will be tailored to each potential customer, highlighting the benefits and value propositions of the Company's offerings.

1.5. **Conclusion of Solar Services Agreements**

- 1.5.1. If the Company approves the Initial Assessment The Installer shall proceed with facilitating conclusion of the relevant Solar Services Contract and proceed with procurement of the Solar Assets required for its implementation.
- 1.5.2. All Solar Services Contracts concluded shall be in the form stipulated by the Company.
- 1.5.3. The Company shall never be obliged to conclude a Solar Services Contract with a potential customer, which shall be in its sole and absolute discretion.
- 1.5.4. The Company may withdraw its approval for the Solar Services Contract at any time before payment of the Solar Commitment Fee is made by a Customer should the Company learn that The Installer has furnished the Company with falsified information, or materially misrepresented the transaction, or has been found to not be in compliance with this Agreement.

1.6. **General**

- 1.6.1. The Installer (and, or any Channel Partner appointed by it) shall, in onboarding a Customer:
- 1.6.1.1. make it clear to the potential customer that it acts as appointed representative of the Company;
 - 1.6.1.2. conduct a qualifying assessment subject to the Company's Qualifying Criteria;
 - 1.6.1.3. procure all required and necessary consents from the potential customer to:
 - 1.6.1.3.1. conduct the assessment;
 - 1.6.1.3.2. share the information given by the potential customer (including Personal Information) in the completion of the assessment with relevant third parties;
 - 1.6.1.3.3. exchange information given by the potential customer (including Personal Information) in the completion of the assessment with relevant credit bureaus and credit reporting agencies and receive credit reports;
 - 1.6.1.3.4. share the information given by the potential customer (including Personal Information) in the completion of the assessment with such third parties as may be required to verify that information;
 - 1.6.1.3.5. the privacy policy of The Installer and the Company;
 - 1.6.1.4. procure receipt of all documentation required pursuant to the Qualifying Criteria.
- 1.6.2. All Data, reports and documentation given, shared and or procured as part of and in relation to the assessment ("**Assessment Data**") will be directly and securely transferred, saved, stored in the Company's database and shall be owned and determined as Confidential Information of the Company, notwithstanding that it may be solicited by The Installer for the Company.
- 1.6.3. The Installer is responsible for collecting necessary potential customer information, which may include contact details, energy needs, technical specifications, and any other relevant data. All collected data must be handled in compliance with applicable Data Protection Legislation.

1.7. **Contracting Turnaround Time**

- 1.6. Upon receiving all relevant information outlined in 1.6 above, the Company will ensure a target turnaround time of less than 2 (two) hours on assessment and 24 (twenty-four) hours on contracting with the Customer after receiving approval from the Company.

1.8. **Follow-up and Feedback**

- 1.8.1. Regular follow-ups will be conducted by The Installer to ensure customer satisfaction and to address any early-stage issues or concerns.

- 1.8.2. The Installer will also gather feedback from new Customers to continually improve the onboarding process and the overall customer experience.

1.9. **Reporting and Documentation**

- 1.9.1. Where, and for as long as required, The Installer will maintain detailed records of all Customer onboarding activities, including communications, contracts, training materials, and feedback.

- 1.9.2. Regular reports will be provided to the Company, summarizing onboarding activities, Customer status, and any pertinent issues or insights.

7. **EQUIPMENT PROCUREMENT AND SUPPLY**

7.1. **Supplier selection and management**

- 7.1.1. The Installer will be responsible for procuring the necessary equipment and components making up the Solar Assets (and consequently, the Solar Plant) on behalf of the Company.

- 7.1.2. The Installer will identify, evaluate, and select accredited third-party suppliers capable of providing the required Solar Assets in line with Contractor Eligibility Requirements set out in the Business Rules and summarised in **Schedule 4**.

7.2. **Determination of Solar Assets to be purchased**

7.2.1. Upon the conclusion of a Solar Services Contract and subject to receipt of the Solar Commitment Fee by the Company, The Installer shall:

7.2.1.1. visit the Customer Premises to confirm the equipment listed in the Solar Services Contract meets the requirements for a Solar Plant which are necessary to enable the Company to perform its obligations;

7.2.1.2. finally determine the Solar Assets so deemed necessary;

7.2.1.3. be responsible, in the ordinary course of its business, to source and purchase equipment required to constitute the Solar Plant as determined by it pursuant to clause 2.1.2.

7.2.2. The Installer must (and shall ensure that Channel Partners do) procure solar system inverters from the following suppliers:

7.2.2.1. Skyworth

7.2.2.2. Deye

7.2.2.3. SunSynk

7.2.2.4. Solis (Greenrich)

7.2.2.5. Huawei

7.2.2.6. Victron

7.2.2.7. Sigenergy

7.2.2.8. GoodWe

7.2.2.9. all other suppliers will be subject to prior written approval by the Company, in its sole discretion.

7.2.3. The Installer must (and shall ensure that Channel Partners do) procure solar system batteries from the following suppliers:

7.2.3.1. Skyworth

7.2.3.2. Deye

7.2.3.3. SunSynk

7.2.3.4. Solis (Greenrich)

7.2.3.5. Huawei

7.2.3.6. Victron

7.2.3.7. Sigenergy

7.2.3.8. GoodWe

7.2.3.9. Volta

7.2.3.10. SolarMD

7.2.3.11. FreedomWon

7.2.3.12. all other suppliers will be subject to prior written approval by the Company, in its sole discretion.

7.2.4. The Installer must (and shall ensure that Channel Partners do) procure solar system panels from the following suppliers:

7.2.4.1. Longi;

7.2.4.2. Trina Solar;

7.2.4.3. Canadian Solar;

7.2.4.4. JA Solar;

7.2.4.5. Jinko Solar;

7.2.4.6. all other suppliers will be subject to prior written approval by the Company, in its sole discretion.

7.3. **Delivery**

- 1.8. The Installer will be responsible for delivering the Solar Assets to the Customer Premises for and on behalf of the Company, for installation undamaged and on the date agreed upon with the Customer.

7.4. **Smart metering**

- 1.9. The Installer will ensure that where required Solar Assets are installed and commissioned with a smart meter supplied by the Company.

1.10.

7.5. **Order management and quality assurance**

- 7.5.1. The Installer will oversee the order placement process and manage the logistics of Solar Asset delivery to ensure timely and accurate fulfilment.

- 7.5.2. The Installer shall ensure that quality assurance checks are conducted upon receipt of Solar Assets to verify that they meet the specified requirements and standards.

- 7.5.3. The Installer shall ensure that the Solar Assets are delivered to the Customer Premises on behalf of the Company or its assignee and on the basis that the Customer takes delivery at the Customer Premises on behalf of the Company.

- 7.5.4. Save for circumstances beyond the control of the Installer, the Installer acknowledges and agrees that time is of the essence with regard to delivery of the Solar Assets.

7.6. **Purchasing the Solar Assets**

- 7.6.1. The Installer will maintain records of all Solar Asset purchases and manage inventory levels to ensure availability for upcoming installations and replacements.

- 7.6.2. Inventory management will be aligned with the Company's demand forecasts and operational requirements and such other requirements as may be set out in the Business Rules.

- 7.6.3. Upon the final determination of the Solar Assets The Installer will issue written confirmation to the Company reflecting the details set out below:

- 7.6.3.1. a full and accurate description of the Solar Assets;

- 7.6.3.2. the manufacturer of each item that combined constitutes the Solar Assets, including all serial numbers and other relevant identification numbers of the Solar Assets;

- 7.6.3.3. the purchase price thereof; and

- 7.6.3.4. the margin which shall not exceed the margin threshold as set out in the Business Rules.

- 7.6.4. In procuring Solar Assets The Installer shall not detract from the Price Criteria.

7.7. **Ownership of pre-Commissioned Solar Assets**

- 7.7.1. Unencumbered ownership, full rights, title and interest in and to the Solar Assets shall immediately vest in the Company against payment by the Company of the invoice therefor received from The Installer.
- 7.7.2. The Installer shall not be entitled, nor shall it intend to take ownership of the Solar Assets so purchased. The Installer (including to any Customer as directed by The Installer) shall receive delivery of the Solar Assets with the intention of holding same for and on behalf of the Company as owner thereof.
- 7.7.3. Unencumbered full rights, title and interest in and to all warranties, undertakings and guarantees of the supplier in respect of the Solar Assets shall automatically vest in the Company, as owner thereof against payment by the Company of the invoice from The Installer

8. **INSTALLATION AND COMMISSIONING OF SOLAR PLANT**

- 8.1. The Installer is responsible for the installation of the Solar Plants (including Solar Assets) under each relevant Solar Services Contract at the relevant Customer Premises.
- 8.2. The Installer undertakes, represents and warrants in favour of the Company that:
 - 8.2.1. all installer teams or Sub-Contractors to install Solar Assets or conduct monitoring and maintenance services shall be trained and adhere to the Glint Standard for Solar System Installation ("GESSSI").
 - 8.2.2. each installation shall be through Glint's QA process" prior to as part of the quality assurance obligations of the Installer;
 - 8.2.3. the Installer team or sub-contractor has the relevant qualified and experienced staff to ensure an installation is completed according to the warranties' standards;
 - 8.2.4. the Installer teams or sub-contractor has agreed in writing to comply with all Applicable Laws, in particular, without limitation, the CPA;
 - 8.2.5. the Installer teams or sub-contractor has given all warranties in relation to the installation of the Solar Plant as are required in Applicable Law and any other policies of the Company;
 - 8.2.6. the warranties and performance obligations of given by the Installer may be ceded freely by the Company to any owner of the Solar Plant;
 - 8.2.7. the Installer or sub-contractor appointed has all required and necessary insurance to cover the performance by it of the services on behalf of the Company third persons;

- 8.2.7.1. the Installer shall manage any complaints and/ or issues arising in respect of the installation and commissioning of the Solar Plant.

1.11.

8.3. **Coordination of installation activities**

- 8.3.1. The Installer will coordinate the scheduling and logistics of Solar Plant installations, ensuring minimal disruption to the Customer.
- 8.3.2. The Installer shall liaise with Customers to establish suitable installation timelines and requirements.

8.4. **Supervision of installation**

- 8.4.1. The Installer will oversee the installation process, ensuring that it is performed by qualified personnel in accordance with industry standards and safety regulations.
- 8.4.2. The Installer shall conduct regular site inspections and progress monitoring to ensure adherence to project timelines and quality standards.
- 8.4.3. The Installer will:
 - 8.4.3.1. conduct appropriate onsite visits pre and post the installation of Solar Plant;
 - 8.4.3.2. conduct a comprehensive pre-installation site assessment to ascertain the condition of the property and surrounding area where the installation will be conducted, including but not limited, to the structural soundness of the property to which the Solar Plant will be installed;
 - 8.4.3.3. conduct quality control checks on installations before, during and after the installation;
 - 8.4.3.4. conduct periodic inspection of the site during the installation; and
 - 8.4.3.5. conduct a comprehensive inspection after the installation has been concluded, to identify any potential damage to the Customer Premises or surrounding areas that might have occurred during the installation;

8.5. **Commissioning and testing**

- 8.5.1. After installation, The Installer will supervise the commissioning of the Solar Plant, ensuring it functions as intended and meets all operational specifications.
- 8.5.2. The Installer shall conduct necessary testing and adjustments to achieve optimal performance.

8.6. **Delivery, Customer handover and documentation**

- 8.6.1. The Installer will provide the Company and the Customer with the following documentation, at minimum, of equipment and commissioning within 10 (ten) working days from the date of commissioning:
 - 8.6.1.1. acknowledgements of delivery (AODs) including serial numbers of all major components (batteries, panels, inverters, and smart meters);
 - 8.6.1.2. system specifications for each Solar Plant component, including make, model, dimensions, capacity, and date of manufacture;
 - 8.6.1.3. relevant warranty information;
 - 8.6.1.4. post-installation certificate of compliance ("COC");
 - 8.6.1.5. Glint Customer support information.
- 8.6.2. The Installer will additionally provide the Company with the following documentation, at minimum, of equipment and commissioning within 2 (two) working days from the date of commissioning:
 - 8.6.2.1. Customer sign-off of system installation;
 - 8.6.2.2. COCs:
 - 8.6.2.2.1. pre-installation;
 - 8.6.2.2.2. post-installation;
 - 8.6.2.3. photos of the completed installation including inverter, battery, panels, and
 - 8.6.2.4. DB:
 - 8.6.2.4.1. smart meter commissioning report; and
 - 8.6.2.4.2. system commissioning report;
 - 8.6.2.5. proof of sharing remote access to commissioned Solar Plant with The Installer;
 - 8.6.2.6. date of official system commissioning,

- 1.13. it being agreed and understood that transfer of ownership of the Solar Assets vests in the Company in accordance with the principles in clause 2.7 above.
- 8.6.3. Upon successful commissioning, The Installer will formally hand over the installed Solar Plant on behalf of the Company to the Customer on the basis that the Customer takes possession of the Solar Plant on behalf of the Company, with the Company continuing to be the owner thereof. At no time shall The Installer indicate to the Customer that the handover of the Solar Plant Assets conveys ownership therein in favour of the Customer. The handover note should read – *“you agree and understand that you take delivery of the Solar Plant with the intention to take possession of the Solar Plant on behalf of Glint Origination Services, in its capacity as owner thereof. You understand and agree that when you use the Solar Plant for the first time Glint Origination Services, as owner of the Solar Plant, will be supplying the Solar Services to You. This agreement and understanding is subject to the terms of the contract concluded between you and Glint Origination Services”*
- 8.6.4. Save for circumstances beyond the control of The Installer, The Installer acknowledges and agrees that time is of the essence with regard to the Installation and Commissioning of the Solar Plant.
- 8.6.5. The Installer shall ensure that the Customer is satisfied and fully briefed on the operation and maintenance of the Solar Plant.
- 8.7. Save for circumstances beyond the control of The Installer, The Installer acknowledges and agrees that time is of the essence with regard to the Installation and Commissioning of the Solar Plant.
- 8.8. The Installer shall ensure that the Customer is satisfied and fully briefed on the operation of the Solar Plant.

9. QUALITY ASSURANCE SERVICES

- 9.1. The Installer will provide onsite quality assurance services to ensure all installations are compliant and meet a high-quality standard.
- 9.2. The Installer hereby warrants and represents that it has all the necessary experience, expertise and skills to conduct the quality assurance services in line with all Applicable Law and all legal and regulatory requirements that are applicable in relation to the Services as at the Effective Date, together with any subsequent changes thereto (“Regulatory Requirements”).
- 9.3. The Installer shall be responsible for providing a quality assurance certificate to the Company on the terms and conditions contained in the Agreement as read with this Schedule.
- 9.4. The Installer warrant that it has the necessary experience, expertise and knowledge to provide the Quality Assurance services and product a quality assurance certificate.
- 9.5. The Company in appointing The Installer to perform the Quality Assurance Services relies on the experience, expertise and knowledge of The Installer.
- 9.6. The Installer agrees to adhere to the GESSSI requirements. The Installer also confirms that it is qualified to issue a certificate of compliance in accordance with Applicable Law.

10. **MONITORING AND MAINTENANCE**

- 10.1. The Installer is mandated by the Company, as an independent contractor appointed by the Company to manage the remote and on-the-ground monitoring and maintenance of the Solar Plant (including each of the Solar Assets).
- 10.2. The Installer will conduct remote monitoring and issue work orders to its installer partners for regular on-the-ground maintenance of Solar Plants in accordance with the maintenance obligations of the Company (or the obligations of Glint Finance in respect of Sold Company Assets) in the relevant Solar Services Contracts
- 10.3. At a minimum this shall include:
 - 10.3.1. periodic remote system monitoring, with reports furnished every three months;
 - 10.3.2. annual panel cleaning;
 - 10.3.3. remote support and troubleshooting.
- 10.4. Any changes to O&M service offering affecting Solar Services Contracts must be communicated in writing to and by the Company.
- 10.5. The Installer shall provide documentation of these monitoring and maintenance services to both the Company and the Customer within 3 (three) working days of service delivery.
- 10.6. In the event that a Solar Plant is found to be underperforming during remote monitoring or a Customer reports non-performance, The Installer shall notify the Company and initiate remote troubleshooting within 1 (one) business day.
- 10.7. If remote troubleshooting is unsuccessful, The Installer will furnish a troubleshooting report to the Company and initiate on-site inspection.
- 10.8. The Installer will conduct inspection of non-performing systems within 3 (three) working days and furnish the Company with a report on issues found and actions taken within 2 (two) working days of inspection
- 10.9. The Installer will invoice the Company for these services alongside a valid remote troubleshooting report.
- 10.10. If a Customer requests a call-out unrelated to system performance, The Installer will invoice the Customer for the call-out.
- 10.11. The Installer is also authorized to issue work orders up to R 4000 for Solar Plant maintenance beyond the scope of the standard O&M maintenance services on which they are based to resolve the following issues, and may invoice the Company for these services
 - 10.11.1. emergencies;
 - 10.11.2. any issues reported by the Customer or found during regular maintenance which affect Solar Plant compliance with Regulatory Requirements.
- 10.12. Work orders for maintenance above R 4000 must be in advance by the Company.

11. **SUSPENSION, TERMINATION AND DEINSTALLATION SERVICES**

- 11.1. In the event that an account goes more than 30 (thirty) days into arrears the Company may issue a request to The Installer to deinstall the Solar Plant.
- 11.2. The Installer will ensure deinstallation within 2 (two) weeks of receipt of this request and conduct the deinstallation on the basis set out in the Solar Services Contract concerned.
- 11.3. The Installer will invoice the Company for these services, and the Company will ensure payment within 2 (two) Business days of receipt of invoice.

1.14.

SCHEDULE 2**REMUNERATION AND SERVICE FEES****PROCUREMENT, INSTALLATION, COMMISSIONING FEES****Installation Rate (all prices are exclusive of VAT)****DC**

Panels Qty	Price p/W
12	R 1.50
13-24	R 1.10
25-40	R 0.90
<40	R 0.80

AC

Inverter Watt	Price
5000	R 7 000.00
6000	R 7 000.00
8000	R 7 000.00
10000	R 9 500.00
12000	R 9 500.00
15000	R 11 500.00
16000	R 11 500.00
18000	R 11 500.00
20000	R 16 500.00

Consumables Per Job

R 850.00

COC**Issue**

R 1 250.00

POST COMMISSIONING SERVICE FEES

2.1. The Installer and the Company agree to the following fee schedule for the Post Commissioning Services

De- Installation Rate

R 4 000.00

Call Out Rate

z

R 750.00

-

Hourly Labour Rate

R 390.00

-

Remote Assistance Per Case

R 150.00

Quality Assurance Per Plant

R 3 500.00

Travel Rate p/km

R 5.00

O&M Fee Structure

	Price		Escalation Per Year							5%
Inverter Watt	R	0.26								
Panel Qty	R	100.00								
Inverter Watt		5000	6000	8000	10000	12000	15000	16000	18000	20000
Panel Qty		6	6	10	12	12	18	20	21	30
Year 1	R	1900.00	R 2 160.00	R 3 080.00	R 3 800.00	R 4 320.00	R 5 700.00	R 6 160.00	R 6 780.00	R 8 200.00
Year 2	R	1995.00	R 2 268.00	R 3 234.00	R 3 990.00	R 4 536.00	R 5 985.00	R 6 468.00	R 7 119.00	R 8 610.00
Year 3	R	2 094.75	R 2 381.40	R 3 395.70	R 4 189.50	R 4 762.80	R 6 284.25	R 6 791.40	R 7 474.95	R 9 040.50
Year 4	R	2 199.49	R 2 500.47	R 3 565.49	R 4 398.98	R 5 000.94	R 6 598.46	R 7 130.97	R 7 848.70	R 9 492.53
Year 5	R	2 309.46	R 2 625.49	R 3 743.76	R 4 618.92	R 5 250.99	R 6 928.39	R 7 487.52	R 8 241.13	R 9 967.15
Year 6	R	2 424.93	R 2 756.77	R 3 930.95	R 4 849.87	R 5 513.54	R 7 274.80	R 7 861.89	R 8 653.19	R 10 465.51
Year 7	R	2 546.18	R 2 894.61	R 4 127.49	R 5 092.36	R 5 789.21	R 7 638.55	R 8 254.99	R 9 085.85	R 10 988.78
Year 8	R	2 673.49	R 3 039.34	R 4 333.87	R 5 346.98	R 6 078.67	R 8 020.47	R 8 667.74	R 9 540.14	R 11 538.22
Year 9	R	2 807.17	R 3 191.30	R 4 550.56	R 5 614.33	R 6 382.61	R 8 421.50	R 9 101.13	R 10 017.15	R 12 115.13
Year 10	R	2 947.52	R 3 350.87	R 4 778.09	R 5 895.05	R 6 701.74	R 8 842.57	R 9 556.18	R 10 518.01	R 12 720.89

SCHEDULE 3

CUSTOMER SERVICE

1. The Installer is mandated by the Company and shall provide an accessible channel through which Customers may report issues with Solar Plants after commissioning.
2. The Installer will inform the Company in writing of the following instances or issues reported to its channels within 24 (twenty-four) hours of receipt thereof:
 - 2.1. relocation or removal of the Solar Plant;
 - 2.2. any interference with the Solar Plant by any person not authorized to perform such interference;
 - 2.3. destruction or damage to the Solar Plant or its ability to safely produce energy;
 - 2.4. modifications, improvements, revisions, or additions to the Solar Plant by any party not authorized by the Company;
 - 2.5. changes to Customer information such as address, contact information, etc.
3. The Installer will be responsible for communicating the minimum following information to the Customer during installation and/or maintenance processes (and shall procure that any Contractor appointed by it is aware and bound by such responsibility):
 - 3.1. notifications of need to access the Customer Premises in line with the relevant Solar Services Agreement;
 - 3.2. notifications of any delays of anticipated subscription start date (more than 7 (seven) days following the signature date of the relevant Solar Services Agreement);
 - 3.3. notification of completed installation and subscription start date (being the date of Solar Plant commissioning);
 - 3.4. handover of Solar Plant documentation in line with its obligations set out in the Service Level Agreement to which this Schedule is attached;
 - 3.5. such other communications as may be required by the Company from time to time based on the relevant Solar Services Agreement.

CONTRACTOR ELGIBILITY CRITERIA

1. **Contractor qualifying criteria shall include:**
 - 1.1. commitment to support a minimum 10 (ten) year warranty in South Africa;
 - 1.2. possess a product track record of a minimum of 5 (five) years in South Africa, Europe, United Kingdom or the US;
 - 1.3. ability to support change outs of faulty kit within 24 (twenty-four) – 48 (forty-eight) hours;
 - 1.4. supplier warranties given in respect of the Solar Plant will be and shall remain compliant with all Applicable Law, including, without limitation, the CPA, and all rights therein are fully transferable capable of unhindered cession in favour of the Company and (in respect of Sold Company Assets, Glint Finance), and/ or such duly appointed nominee, assignee and/ or successor in title to the Solar Plant and/ or any of the Solar Assets;
 - 1.5. agreements with suppliers must be fully transferrable and include sufficient and comprehensive back-to-back warranties to the Company as the purchaser of the Solar Plant to the effect that, to the fullest extent lawfully allowed, it will be responsible for all obligations as supplier of the Solar Assets as described in the CPA and any other Applicable Law;
2. The Installer shall:
 - 2.1. ensure written proof /a letter of confirmation of the applicable warranties is provided by the relevant contractor;
 - 2.2. ensure that all obligations of the Contractor shall be honoured regardless of a change in ownership of the Solar Assets and/ or Solar Plant or any part thereof;
 - 2.3. check the reputation of the original equipment manufacturer to ensure it will be able to honour the warranty, especially in the case of a major incident, such as a faulty product recall;
 - 2.4. establish whether the contractor has the relevant qualified and experienced staff to ensure maintenance and repairs, or where applicable, returns can be implemented according to the warranties' standards;
 - 2.5. confirm and verify that the contractor has a history of regulatory compliance, is solvent and has no ongoing or pending or outstanding claims against it;
 - 2.6. confirm that the contractor has the necessary licences to carry on its business;
 - 2.7. conduct relevant credit bureau checks and evaluate the financial stability of the contractor's business;
 - 2.8. use reasonable endeavours to ensure that the equipment making up the Solar Plant will enable production of sufficient Solar Services as required by the relevant Solar Services Contract.

3. **Contractor evaluation for purposes of appointment shall include a comprehensive consideration of the following areas in respect of each contractor:**

3.1. **Reputation**

- 3.1.1. consideration of the reputation the contractor has built to date;
- 3.1.2. assessment of a contractor's position in the local market within which it operates;
- 3.1.3. consider projects undertaken and success thereof.

3.2. **Product standards**

- 3.2.1. ensure use of reputable first grade equipment;
- 3.2.2. consider and require a full breakdown of product lists being used by the contractor/supplier of solar plant components and equipment;
- 3.2.3. require copies of their agent and distributions agreements with the manufacturers and then check products against various sources for performance and reliability.

3.3. **OEM warranty**

- 3.3.1. check and ensure warranties and support is appropriate;
- 3.3.2. procure a letter of confirmation of the applicable warranties is provided;
- 3.3.3. checking the reputation of the original equipment manufacturer to ensure they will be able to honour the warranty, (including in the major event of faulty product recall).

3.4. **Expertise**

- 1.17. Checking whether the contractor has the relevant qualified and experienced staff to ensure an installation is completed according to the warranties' standards.

3.5. **Regulations**

- 3.5.1. check the contractor in relation to regulatory compliance;
- 3.5.2. ascertain whether the contractor has a history of complying with all appropriate Regulatory Requirements, (including municipal or Eskom requirements).

3.6. **Financial stability**

- 3.6.1. ensuring contractor is financially sound;
- 3.6.2. check financial stability, including by way of credit checks.

SCHEDULE 5

INFORMATION REPORT

1. Pipeline Report
2. Solar Services Contract Sales
3. Completed Installations
4. Quality Comeback and issues report
5. Warranty Management report
6. Operations and maintenance report
7. Complaints Report

LEGISLATION COMPLIANCE

1. DEFINITIONS AND INTERPRETATION

- 1.1. **“Companies Act”** means the Companies Act 71 of 2008 and all regulations as promulgated in terms of this act as amended, replaced, or re-enacted from time to time;
- 1.2. **“Competition Act”** means the Competition Act 89 of 1998;
- 1.3. **“Consumer Protection Act”** means the Consumer Protection Act 68 of 2008 and all regulations as promulgated in terms of this act as amended, replaced, or re-enacted from time to time;
- 1.4. **“Electrical Installation Regulation”** means the Incorporation of Safety Standards into Electrical Installation Regulations, 2009;
- 1.5. **“FAIS Act”** means the Financial Advisory and Intermediary Services Act 37 of 2002 and all regulations promulgated in terms of this act as amended, replaced, or re-enacted from time to time;
- 1.6. **“FATCA”** means Foreign Account Tax Compliance Act, 2010;
- 1.7. **“FCPA”** means the US Foreign Corrupt Practices Act;
- 1.8. **“FICA”** means the Financial Intelligence Centre Act 38 of 2001 and all regulations promulgated in terms of this act as amended, replaced, or re-enacted from time to time;
- 1.9. **“Financial Service Regulations”** means all laws related to the provision of financial services as amended, replaced, or re-enacted from time to time;
- 1.10. **“National Credit Act”** means the National Credit Act No 34 of 2005, together with comparable provincial legislation and regulations promulgated in terms thereof from time to time and a term to which a meaning has been ascribed in the National Credit Act shall bear that meaning when used herein;
- 1.11. **“PCCA”** means the Prevention and Combating of Corrupt Activities Act 12 of 2004 and all regulations promulgated in terms of this act as amended, replaced, or re-enacted from time to time;
- 1.12. **“POPI”** means the Protection of Personal Information Act 4 of 2013;
- 1.13. **“POCDATARA”** means the Protection of Constitutional Democracy Against Terrorist and Related Activities Act, 33 of 2004;
- 1.14. **“TCF and/or TCF Principles”** means Treating Customers Fairly which is an outcomes based regulatory and supervisory approach designed to ensure a fair outcome for consumers; and
- 1.15. **“UKBA”** means the UK Bribery Act 2010

2. **ADDITIONAL WARRANTIES AND UNDERTAKINGS RELATING TO THE LEGISLATION**

The Parties acknowledge that they understand the Legislation mentioned in clause 1 and undertake and warrant that they will comply with the Legislation, in so far as same is applicable to them. In particular but without limiting the generality of the Legislation, the Parties shall comply with:

- 2.1. **Anti-Bribery and Corruption laws**, in particular that the Parties will not, in any business transactions make or promise to make any payment or transfer anything of value, directly or indirectly:
 - 2.1.1. to any government official or employee (including employees of government owned or controlled corporations) or any relatives of such persons;
 - 2.1.2. to any political party, official of a political party or candidate for any such foreign government or political party office;
 - 2.1.3. to any other person (including but not limited to employees, agents, and representatives of The Installer) or entity if such payment or transfer would violate the FCPA and or the UKBA) or the laws of the country in which made; or
 - 2.1.4. have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, or other unlawful or improper means of obtaining or retaining business;
 - 2.1.5. the Parties will comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the FCPA, the UKBA and local anti-bribery and corruption laws ("Relevant Requirements"); and
 - 2.1.6. not engage in any activity, practice, or conduct which would constitute an offence under sections 1, 2 or 6 of the UKBA as if such activity, practice, or conduct had been carried out in the United Kingdom;
 - 2.1.7. have and maintain in place for the duration of the agreement its own policies and procedures to ensure compliance with the Relevant Requirements and enforce them where appropriate;
- 2.2. **Consumer Protection Act:**
 - 2.2.1. in particular, with the Consumer's right to receive quality service, safe and good quality goods that carry a warranty as required by the Consumer Protection Act;
 - 2.2.2. The Installer agrees that the Consumer Protection Act will have extended application to juristic entities and sections 55 and 56 will apply to the sale of goods by suppliers to the Company;
- 2.3. **Competition Act**, specifically to not conduct any anti-competitive behaviour such price-fixing, dividing markets or collusive dealings
- 2.4. **FAIS**, in relation to any necessary qualifications of The Installer staff;

- 2.5. **FATCA**, to take reasonable measures to ascertain if a Consumer is a citizen of the United States and whether that Consumer is liable for any tax in the United States and to report the details of such Consumers accordingly;
- 2.6. **FICA**, in particular the requirement of training and the compliance of internal operations with FICA, to the extent necessary;
- 2.7. **The National Credit Act** (to the extent applicable);
- 2.8. **PCCA**, in particular that any criminal conduct as defined by PCCA and which occurs in its workplace which falls within the ambit of PCCA has been reported;
- 2.9. **POPI**, in particular that that the Customers Personal Information will be treated as strictly confidential, and only be used for the purpose authorised by the Customer, and that:
 - 2.9.1. the Customer's Personal Information will not be disclosed or otherwise make available to any third party (including to any sub-contractors and staff) without the express permission of the Consumer;
 - 2.9.2. all persons who have access to the Personal Information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to the Personal Information;
 - 2.9.3. appropriate, reasonable technical and organisational measures have been taken to ensure that the integrity of the Personal Information is secure and protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure, or access by:
 - 2.9.3.1. complying with any requirement set forth in law; stipulated in industry rules or in codes of conduct or by a professional body; and/or;
 - 2.9.3.2. implementing generally accepted information security practices and procedures which apply to (i) The Installer's business; and (ii) to the Company;
 - 2.9.3.3. each party shall regularly verify that the safeguards which it has in place have been effectively implemented and provide the other party, on demand, with a written report within 30 (thirty) days of request for such;
 - 2.9.3.4. ensuring that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
- 2.10. **TCF**, in particular that The Installer can demonstrate that
 - 2.10.1. TCF is central to the corporate culture;
 - 2.10.2. products and services marketed and are designed to meet the needs of identified Customer groups and are targeted accordingly;
 - 2.10.3. Customers are provided with clear information and kept appropriately informed before, during and after point of sale;

- 2.10.4. any advice given, it is suitable and takes account of Customer circumstances;
- 2.10.5. products perform, and services rendered are in line with expectations created; and
- 2.10.6. Customers do not face unreasonable post-sale barriers imposed relating to exchanging a product, submitting a claim, or lodging a complaint.

This **Schedule 6** is not an exhaustive list but merely a guide to assist the Installer.