

The authorised representative of Digitot (Pty) Ltd. (hereinafter referred to as "Digitot"), Digitot's offices being at 84 Adelaide Tambo Drive, Durban North, 4051, will assist the proposed Signatory in the completion of this documentation

SCHEDULE TO MAINTENANCE AGREEMENT

1. If the signatory is
 - 1.1 A Sole Proprietor, complete part "B", "B1", "C", "D" and "E";
 - 1.2 A Close Corporation, complete part "B", "B2", "C", "D", and "E" as well as annexure "D" if required by Digitot;
 - 1.3 A Company, complete part "B", "B3", "C", "D", and "E" as well as annexure "D" if required by Digitot;
 - 1.4 Not any of 1.1 to 1.3 the authorised representative will be instructed accordingly by Digitot.
2. If insufficient space is provided herein, please attach additional pages with the relevant information.
3. If Digitot is,
 - 3.1 satisfied with the credit-worthiness of the Signatory and security given, Digitot will sign the Maintenance Agreement and advise the Signatory in writing
 - 3.2 not satisfied with the credit worthiness of the Signatory and security given, Digitot will advise the Signatory accordingly and will not sign the Maintenance Agreement, and there will be no binding contract between Digitot and the Signatory.
4. Where the Signatory is a Close Corporation or Company, the person referred to in Part "B2" or Part "B3" as the person signing on behalf of the Close Corporation or Company, warrants by signing these documents that he/she has the authority to bind the relevant Close Corporation or Company, without producing any documentary proof thereof (eg. Resolutions)

PART "B" DETAILS OF SIGNATORY :

Trading Name					
How long has Signatory been trading?	Yrs	Mths	How long have/has present owner/s been trading	Yrs	Mths
VAT Registration No. of the Signatory					
Person Responsible for Account					

BUSINESS ADDRESS OF SIGNATORY AND ADDRESS AT WHICH THE EQUIPMENT WHICH IS THE SUBJECT OF THIS MAINTENANCE AGREEMENT WILL BE INSTALLED AND UTILISED BY THE SIGNATORY :

Building Name & No.				
Street Address			City/Town	
Suburb			Postal Code	
Postal Address				
Suburb			Postal Code	
Phone Details of Signatory:	Code	No.	Cell No.	
Office Tel.			E-Mail Address	
Office Fax				

In the event that the equipment is to be installed and utilised by the Signatory at an address other than the aforementioned business address of the Signatory, such alternative address or addresses shall be recorded on annexure "A" to part "D" of the Maintenance Agreement Schedule, headed "Details of Maintenance Equipment"

TRADE REFERENCES OF SIGNATORY:

Name of 1 st Trade Reference		Tel No.	Code:	No.:
Name of 2 nd Trade Reference		Tel No.	Code:	No.:
Name of 3 rd Trade Reference		Tel No.	Code:	No.:

BANK DETAILS OF SIGNATORY :

Account Name					
Name of Bank			Branch		
Account No.			Branch Code:		
Account Type	Transmission	Current	Savings	Other	

PART "B1" WHERE THE SIGNATORY IS A SOLE PROPRIETOR

Full names of Sole Proprietor	
Identity No. of Sole Proprietor	
Home address	

PART "B2" WHERE THE SIGNATORY IS A CLOSE CORPORATION

Name of Close Corporation	Registration No.
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DETAILS OF MEMBERS

Full Names of 1 st Member	ID No.	membership	%
Address of 1 st Member			
Full Names of 2 nd Member	ID No.	membership	%
Address of 2 nd Member			
Full Names of 3 rd Member	ID No.	membership	%
Address of 3 rd Member			
Full Names of 4 th Member	ID No.	Membership	%
Address of 4 th Member			
		Total % of membership	100%
Full names of Person signing for the Close Corporation			

In the event there are more than 4 members of the Close Corporation details of the additional members are included in Annexure "C" hereto

PART "B3" WHERE THE SIGNATORY IS A COMPANY

Name of Company	Registration No.
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DETAILS OF DIRECTORS

Full names of 1 st Director	ID No.	
Full names of 2 nd Director	ID No.	
Full names of 3 rd Director	ID No.	
Full names of 4 th Director	ID No.	
Full names of Person signing for the Company		

In the event there are more than 4 directors of the company, details of the additional directors are included in the Annexure "C" hereto

PART "C" DETAILS OF SIGNATORY'S LANDLORD

Name					
Postal Address					
Suburb		Postal Code			
Contact Person		Tel No.	Code:	No:	
		Fax No.	Code	No:	

PART "D" EQUIPMENT MAINTENANCE DETAILS

Description of Equipment as per annexure "A" hereto
Total Maintenance payable by the Signatory to the Provider R (including VAT) per month for the initial 36 (THIRTH SIX) month period, which amount shall be increased on each anniversary of the initial period as provided for in clause 5.1 of "Part "A" – Terms and Conditions" hereto. The aforementioned Maintenance includes VAT determined at the rate applicable at the date of the signing of such agreement which is subject to the provisions of clause 2.3 of "Part "A" – Terms and Conditions" hereto.

PART "E" PAYMENT METHOD

	Debit Order	Complete Annexure "B"		Telegraphic Transfer	
	Post-Dated Cheques	Attach 36 (THIRTY SIX) Post-Dated Cheques.			

MAINTENANCE AGREEMENT

entered into by and between Digitot (Pty) Limited ("the Provider") and the Signatory, being the Sole Proprietor, Close Corporation or Company, as the case may be, referred to in Part "B" of the schedule as "the Signatory" of this Maintenance Agreement.

PART "A" TERMS AND CONDITIONS

1. DEFINITIONS

In this agreement, the headings of clauses are for reference purposes only and shall not be taken into account in construing the contents hereof, the singular will include the plural and vice versa, one gender will include the other genders and unless inconsistent with the context, the following words will have the meanings ascribed to them.

- 1.1. "Agreement". "this Agreement" shall mean this Agreement read with the Schedule and, if applicable, any addendum which, once signed by both parties, shall then form part of this Agreement.
- 1.2. "Schedule" shall mean the section headed "Schedule" to this agreement.
- 1.3. "Addendum" shall mean, where applicable, any addendum hereto;
- 1.4. "Initial Period" shall mean a period of 36 (THIRTY SIX) months commencing from the first day of the calendar month commencing subsequent to the date of installation of the Equipment.
- 1.5. "Installation" shall mean the installation of the Equipment at the location specified by the Signatory in the Schedule or in Annexure "A" to Part "D" of the schedule, as the case may be.
- 1.6. "Supplier" shall include the manufacturer of any equipment rented to the Signatory in terms of this agreement.
- 1.7. "Authorised Representative" shall mean a person, Close Corporation or Company appointed by the Provider to service, maintain and repair the equipment.
- 1.8. "Commencement Date" shall mean the date of signature of this Agreement.
- 1.9. "Delivered" or "Delivery" of the equipment shall mean delivery to the Signatory's street address recorded in Part "B" of this Agreement.
- 1.10. "Equipment" or "the Equipment" shall mean the equipment and/or any other items stated in the Schedule and shall include all fittings, accessories and modifications to it from time to time and software and all components and replacement parts that may at any time be added to it or substituted in or on it.
- 1.11. "Signatory" means the party referred to in Part "B" of the schedule.
- 1.12. "Provider" shall mean Digitot (Pty) Limited (Registration number 2009/021853/07) of 84 Adelaide Tambo Drive, Durban North, 4051. Postal address: P.O.Box 40756, Durban, 4071, or its cessionaries.

2. TERMS OF MAINTENANCE AGREEMENT

- 2.1. The Provider hereby agrees to maintain the Equipment, supplied by Digitot as set out in the attached schedule, on the terms and conditions and subject to the provisions and limitations contained in this Agreement.
- 2.2. Such maintenance shall comprise the provision of all spare parts and labour as well as any other related costs which may be required or incurred to keep the equipment in working order where such repairs and maintenance have arisen as a result of a break-down or failure of the equipment in the ordinary course of business but shall not include the costs of any fault or required repair which is attributable to any of the following, in which the cost of repair or replacement as the case may be, shall be for the account of the Signatory:
 - 2.2.1. damage, including inter alia, accidental damage or negligent, malicious or wilful damage by the Hirer or his staff or patrons;
 - 2.2.2. liquid damage to the Equipment or any accessory thereto;
 - 2.2.3. any damage to the key pad or electronic overlay howsoever caused;
 - 2.2.4. any damage to or non-functioning of the scanner howsoever caused;
 - 2.2.5. any damage to or non-functioning of the electric charger howsoever caused;
 - 2.2.6. any damage caused by surges/or spikes in the electric power supplied to the Equipment;
 - 2.2.7. any damage to or non-functioning of the battery howsoever caused;
 - 2.2.8. calibration.
- 2.3. In the event of any Equipment being faulty or damaged the Provider shall in its sole and unfettered discretion decide as to whether such Equipment is repaired or replaced and, if replaced, whether with new or used equipment, and in the event of the Signatory being liable for any costs relating to any repair or replacement the Provider shall in its sole discretion determine the amount to be charged to the Hirer.
- 2.4. and not as a result of deliberate damage, vandalism, or any other damage caused by the Signatory, its directors, officers or employees or any other third party.
- 2.5. No variations to this agreement shall be valid or binding on the parties hereto unless reduced to writing and signed by means of handwritten signatures by all the parties.
- 2.6. No party may rely on any representation which allegedly induced that party to enter into this agreement, unless the representation is recorded herein.
- 2.7. No relaxation by a party of any of its rights in terms of this agreement at any time shall prejudice or be a waiver of its rights (unless it is a written waiver and it shall be entitled to exercise its rights thereafter as if such relaxation had not taken place.

3. DURATION

- 3.1. This Agreement shall commence or be deemed to have commenced, as the case may be, on the Commencement Date and shall continue indefinitely thereafter, subject to the right of either party to terminate this Agreement by way of not less than 1 (ONE) calendar month and not more than 3 (THREE) calendar months written notice to the other, provided that such notice shall not be given so as to terminate this Agreement within the Initial Period or on any later date which is not an anniversary of the commencement of the Initial Period.

4. SERVICE DELIVERY

- 4.1. In the event of the Equipment being subject to any defect, the Signatory shall notify the Provider thereof as soon as reasonably practicable after the defect becomes apparent to the Signatory and the Provider shall be responsible for procuring the repair and, if necessary, the replacement of the Equipment
- 4.2. If the Equipment ceases to function properly otherwise than as a result of misuse or damage occasioned to it whilst in the possession or control of the Signatory, the Provider shall be responsible for procuring the repair and/or replacement, as the case may be, of the Equipment.
- 4.3. The Signatory declares that it has not been induced or influenced by the Provider or the authorised representative to enter into this Agreement by way of any representation apart from the terms set out herein and acknowledges that this agreement constitutes the entire agreement between the parties and that no statements made prior to entering into this agreement and which are not included in this agreement shall be of any force or effect whatsoever.
- 4.4. The Signatory warrants that the information provided in part B is true and correct and acknowledges that the Provider will rely upon such information.

5. PAYMENT OF MAINTENANCE CHARGES

- 5.1. The Signatory shall pay to the Provider for the Maintenance of the Equipment in the amounts and on the dates stipulated in Part "D" of the Schedule hereto, it being agreed that the amount of Maintenance payable by the Signatory to the Provider shall increase on each anniversary of the initial period at a rate equivalent to the rate (expressed as a percentage) by which the CPIX, for all categories and for the whole of the Republic of South Africa, increases during the 24 month period ending 2 calendar months prior to the anniversary upon which the increase is to come into effect.
- 5.2. All Maintenances and any other payments due by the Signatory to the Provider in terms of this Agreement shall be paid, without deduction of any kind and free of exchange, bank charges and the like, to such address or into such bank account, within the Republic of South Africa as the Provider may, from time to time and by written notice to the Signatory, stipulate for that purpose and, pending any such stipulation, to the Provider at the physical address specified in 1.12 above.
- 5.3. As long as this Agreement remains in force the Signatory shall not be entitled to withhold payment of any Maintenance(s) for any reason whatsoever. The Signatory shall not be entitled to set-off against any Maintenances payable in terms hereof any present or future claims or defence which the Signatory may have against the Provider from whatsoever cause arising. If the Signatory fails to pay on due date any Maintenance(s), any damage(s) or any other amount falling due or payable to the Provider under the Agreement, then without prejudice to any other rights the Provider may have, interest shall accrue on the overdue amount at a rate equivalent to 3% (three percentage points) above the prime overdraft rate of the Standard Bank of South Africa Limited as from the date that the payment fell due until the date of payment thereof.

6. USE AND MAINTENANCE OF EQUIPMENT

- 6.1. The Equipment shall be operated at the Signatory's cost and only by competent and properly trained and qualified persons and shall be used only for the purposes for which it is intended and/or designed, and the Signatory shall itself comply and procure compliance with the specifications, instructions and recommendations of the Provider regarding the Equipment and/or any person or company nominated by the Provider, to operate, service, maintain and/or repair the Equipment.
- 6.2. The Signatory shall not alter or modify the Equipment or any part without the prior written consent of the Provider.
- 6.3. The Signatory shall use the Equipment solely for the purposes of measuring or dispensing the type of beverage or other specified product for which it was intended.
- 6.4. The Signatory shall not endeavour to repair the Equipment, the object being that any repairs will be undertaken as directed by the Provider, the cost of which shall not (subject to clause 6.8 below) be for the account of the Signatory unless the fault is attributable to damage, including inter alia negligent, malicious or wilful damage by the Signatory or his staff or patrons;
- 6.5. In the case of accidental damage, the Signatory shall be responsible for the costs of the repairs.
- 6.6. The Signatory shall allow the Provider and/or Authorised Representative to inspect the Equipment, for purposes of monitoring the efficiency of the Equipment, whether by manual or electronic methods.
- 6.7. The Signatory shall allow the Provider or and/or the Provider's Authorised Representative (but no other person besides the Hirer for its own business purposes) the right to access and/or download, or make copies of any data stored on, or contained in the equipment or on any computer or data storage device of the Hirer where such data has been created, generated by, processed, or stored in any software or database supplied by the Provider, whether by manual or electronic methods. The Provider reserves all rights to process and distribute such data for its own account.

7. INSURANCE

The Signatory shall be entitled, but not obliged, to take out insurance to cover the risk of the Equipment being damaged accidentally or due to negligent, malicious or wilful acts or omissions on the part of the Signatory, its patrons and/or staff whilst in the possession and/or control of the Signatory. In the event of the Equipment being accidentally damaged whilst in the possession or control of the Signatory the cost of repairing and/or replacing the Equipment shall be borne by the Signatory.

8. INDEMNITY

The Signatory hereby indemnifies and holds the Provider harmless against any and all losses, injury, damage, fines, penalties and claims of whatsoever nature and howsoever arising during the duration of this agreement from or connected with the Equipment, or the use or possession thereof by the Signatory and whether or not such claims are caused by any act or omission of the Signatory or anyone else.

9. BREACH

- 9.1. If the Signatory should :
 - 9.1.1. default in the punctual payment of any Maintenance(s) or any other amount falling due in terms of this Agreement; or
 - 9.1.2. fail to observe and perform any of the terms, conditions and/or obligations of the Agreement that are binding on the Signatory; or
 - 9.1.3. commit any act of insolvency, or being a natural person, assign, surrender or attempt to assign or surrender his estate, or
 - 9.1.4. suffer any default judgement against it to remain unsatisfied for seven days or if the said judgement is not rescinded within fourteen days of the date of default judgement; or
 - 9.1.5. be sequestrated or placed under judicial management or be wound-up, whether provisionally or finally; or
 - 9.1.6. abandon the Equipment; or
 - 9.1.7. compromise with any of its creditors or endeavour to attempt to do so; or
 - 9.1.8. make any incorrect or untrue statements or representation in connection with this Agreement or the Signatory's financial affairs, or any relevant particulars; or
 - 9.1.9. do or suffer to be done anything which might prejudice the Provider's rights under this Agreement; or
 - 9.1.10. the Provider may elect without prejudice to any of its other rights to:
 - 9.1.10.1. immediately terminate this Agreement.
- 9.2. The sole remedy of the Signatory in the event of the Equipment being defective shall be to repair or replace such Equipment, which repair or replacement shall be undertaken by the Provider in terms of the provision of this agreement as soon as reasonably practicable in the circumstances.
- 9.3. Under no circumstances shall the Provider be liable to the Signatory for any indirect or consequential loss or damage.
- 9.4. Should the Hirer default in the punctual payment of any rental(s) or any other amount owing by it in terms of this Agreement of breach any of its other obligations, the Rentor shall be entitled, without prejudice to any of its other rights, to notify any Credit information Bureau of such default, it being acknowledged that such information will then be available, through the relevant Credit Information Bureau, to other credit granters and shall be capable of being used in making credit risk management-related decisions.

10. SURETYSHIP OF PERSON SIGNING ON BEHALF OF SIGNATORY

The person signing on behalf of the Signatory, acknowledges, that by affixing his/her signature hereto, in addition to warranting that, that person has authority to bind the Signatory, also binds himself/herself jointly and severally liable, as surety for and co-principal debtor in solidum with the Signatory for the due and punctual payment of all amounts (including damages) which are now or might in the future become payable by the Signatory to the Provider (or to its cessionary in the event of cession) arising out of or incidental to this Maintenance agreement, to its breach or to its termination for any reason whatsoever, and he/she renounces the benefits of excussion and division, the nature and meaning of which is understood by the signatory. The person signing on behalf of the Signatory also agrees to make payment of any legal costs that may be awarded against him/her on an attorney and client scale, and chooses as his/her domicilium citandi et executandi for all purposes arising out of this suretyship, at the street address of the Signatory set in Part "B" hereof. No extension of time or indulgence that may be granted to the Signatory at any time, nor any release of any other security or suretyship given in connection with this Maintenance agreement shall in any way affect or vitiate the signatory's liability as surety in terms hereof. Such person agrees that the provisions of clauses 19.1 to 19.4 shall apply in respect of this suretyship, and warrants and represents that he/she has received and will continue to receive adequate value for the granting of this suretyship.

11. EARLY SETTLEMENT

The Signatory shall not be entitled to terminate this Agreement otherwise than in accordance with the provisions of clause 3.1 above unless agreed thereto in writing by the Provider and/or against payment of the aggregate of the Maintenance payments which would be payable to the Provider for the period from the date of early termination to the date the Signatory was entitled to terminate the agreement in terms of clause 3.1.

12. CERTIFICATE OF INDEBTEDNESS

A certificate under the hand of any director or manager for the time being of the Provider, whose authority or appointment it shall not be necessary to prove, in respect of any indebtedness of the Signatory under this Agreement or in respect of any other fact shall be *prima facie* evidence of the Signatory's indebtedness to the Provider and/or such other fact, for the purpose of obtaining a judgement or Order against the Signatory in any competent Court.

13. CESSION AND DELEGATION

- 13.1. The Signatory may not cede any of its rights or delegate any of its obligations under this Agreement.
- 13.2. The Provider shall be entitled to discount this agreement or cede its rights to any third party.

14. COSTS

- 14.1. All stamp duties payable in respect of this Agreement or securities given in respect thereof shall be paid by the Signatory on demand.
- 14.2. All legal costs and disbursements including legal costs on the Attorney and own client scale, incurred by the Provider in enforcing any of its rights under this agreement shall be for the account of the Signatory and shall be payable to the Provider as and when incurred.

15. JURISDICTION

- 15.1. The Signatory hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction over the Signatory's person in respect of all matters relating to this Agreement, notwithstanding that the amount in issue would otherwise have exceeded the jurisdiction of such Court.

- 15.2. The Signatory confirms that the agreement is accepted by the Provider in Durban and consequently concluded between the parties in Durban.
- 15.3. To the extent that the Provider has to sue the Signatory for monies payable by the Signatory to the Provider, the Signatory consequently acknowledges that the whole of the Provider's cause of action will have arisen within the area of jurisdiction of the Durban Magistrate's Court.
- 15.4. Notwithstanding the provisions of clauses 15.1, 15.2 and 15.3 above, the Provider shall have the right to institute all or any proceedings connected with this Agreement against the Signatory in any division of the High Court of South Africa having jurisdiction and to claim costs, as contemplated in 14.2 above, on the High Court scale as opposed to the Magistrate's Court scale.

16. DOMICILIUM

- 16.1. The parties hereby respectively choose *domicilium citandi et executandi* for all notices and processes to be given and served in pursuance of this Agreement at their respective addresses as given, in respect of the Provider, at the address given at the commencement of this agreement, and in respect of the Signatory, at the street address given in Part "B" hereof, at which address, the Signatory is trading. Either party may by written notice to the other change its *domicilium citandi et executandi*, which notice shall be delivered by hand or sent by registered mail to the other party and upon receipt of such notice the address contained therein shall serve as the new *domicilium citandi et executandi* as aforesaid.
- 16.2. Any notice to a party :-
 - 16.2.1. sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at its *domiciliary* address shall be deemed to have been received on the 7th (SEVENTH) business day after posting (unless the contrary is proved);
 - 16.2.2. delivered by hand to a responsible person during ordinary business hours at its *domiciliary* address shall be deemed to have been received on the day of delivery.

17. SIGNATORIES

17.1. Signed by the **Signatory** at _____ on this _____ day of _____ 201_____

Signatory :	Signatory:
Signature: _____	Signature: _____
Full Name of signatory	Full Name of signatory
Capacity of signatory.....	Capacity of signatory.....
Identity No:.....	Identity No:.....

***NOTE*: The signatory warranting by his/her signature that he/she is duly authorised hereto and acknowledging, in the event of the Signatory being an entity other than the signatory, that he/she binds himself/herself personally as surety and co principal debtor in terms of clause 12 above.**

21.2 Signed by the **Provider** at _____ on this _____ day of _____ 201_____

Provider :
 Signature : _____

Full Name of signatory :

Capacity of signatory :

Identity No:

REPRESENTED BY : _____

ANNEXURE “A” TO PART “D” OF MAINTENANCE AGREEMENT SCHEDULE

DETAILS OF MAINTENANCE EQUIPMENT

1) Equipment

Equipment Description	Quantity	Unit Price Incl VAT	Total Price Incl VAT
Digitot 606 Spirit Dispenser			
Digishot 103 spirit Dispenser			
- Dispensers			
Digiflow			
- Control Box			
- Flow Meters			
Digilink			
Installation costs			
Digitag 203 + 15kg Scale			
- With 300kg scale			
- Digitag 204 + 15kg Scale			
Digitag Accessories			
- Switch			
- Monthly Onsite/Telephonic			
- Custom Barcode Printer			
Total Maintenance Value			

2) a) Address for maintenance where equipment will be kept for the period of the agreement if different from the Business address of the Signatory

Building Name & No.	
Street Address	
Suburb	
City/Town	
Postal Code	

b) 2nd Address for maintenance where equipment will be kept for the period of the agreement if different from the Business address of the Signatory

Building Name & No.	
Street Address	
Suburb	
City/Town	
Postal Code	

Signed at _____ on this _____ day of _____ 201_____

Signatory :

Signature: _____

Full Name of signatory

Capacity of signatory

**ANNEXURE "B" TO PART "E" OF MAINTENANCE AGREEMENT SCHEDULE
DEBIT ORDER AUTHORISATION**

To: Digitot (Pty) Ltd., 84 Adelaide Tambo Drive, Durban North, 4051

I/We (insert name of Signatory)

HEREBY AUTHORISE DIGITOT (PTY) LTD. to:

COLLECT the amount of

(in words)

From (specify details of Signatory's Bank)

Specify type of account at Bank

Account Number at Bank

Held at (specify name of Bank)

Branch and Town/City of Bank

Clearing Code of Bank

Commencing on (specify effective date)

Subsequent transactions as aforesaid to be effected on the 1st day of each month.

I/We accept and agree that:

- This authorisation will remain in force until cancelled by me/us in writing or until the bank notifies me/us of its cancellation;
- The bank will, at its sole discretion, process the initial and all subsequent transactions in terms of this authorisation and I/we undertake to ensure that funds will be available for this purpose in the account to be debited;
- In the event of payment not being made for any reason whatsoever, I/We shall have no claim against the bank and absolve the bank from any responsibility or liability in this respect and accept that, in such event, no notification of non-payment will be dispatched to me/us.
- The abovementioned amount may be increased as provided for in the agreement with Digitot (Pty) Ltd to which this annexure forms a part. In the event that any one payment is not met, I/We authorise the above bank to credit more than one payment when funds are available.

DATE : _____

SIGNATURE(S) _____

NB. The above signature/s must be the authorised signatory/ies that the above Bank has in its records, for the relevant bank account of the Signatory.

ANNEXURE "C" TO PARTS "B2" AND "B3" OF MAINTENANCE AGREEMENT SCHEDULE

DETAILS OF ADDITIONAL CLOSE CORPORATION MEMBERS OR COMPANY DIRECTORS AS THE CASE MAY BE

Full names of 5 th Director	ID No.	
Full names of 6 nd Director	ID No.	
Full names of 7 th Director	ID No.	
Full names of 8 th Director	ID No.	
Full names of 9 th Director	ID No.	
Full names of 10 th Director	ID No.	
Full names of 11 th Director	ID No.	
Full names of 12 th Director	ID No.	

ANNEXURE “D”**RESOLUTION**

RESOLUTION ADOPTED BY THE DIRECTORS / SHAREHOLDERS / MEMBERS OF _____

HELD AT _____ ON THE _____ DAY OF _____ 200_____

RESOLVED

1. THAT the company enters into a Maintenance agreement or agreements with DIGITOT (PTY) LTD.

RESOLVED FURTHER

2. THAT _____ or failing him/her _____ / her capacity as Director / Shareholder / Member be and is empowered in his/her discretion to settle all the terms and conditions of and sign all such documents as may be necessary, including any Maintenance Agreements, to implement this Resolution.

RESOLVED FURTHER

3. THAT this Resolution shall apply not only to the content matter detailed herein, but to all amendments of and to the said Maintenance Agreements and any subsequent contract with DIGITOT (PTY) LTD.

AUTHORISED BY :

FULL NAME _____

SIGNATURE _____

CAPACITY _____

SIGNATORY ON MAINTENANCE AGREEMENT :

FULL NAME _____

SIGNATURE _____

CAPACITY _____