



SERVICES AGREEMENT

This Services Agreement is made between

Spotlight Wealth Management (Pty) Ltd (Reg No 2000/009471/07) of 2nd Floor, Spotlight House, 3 Derby Downs Office Park, University Road, Westville, Republic of South Africa (“Us”)

And

(Reg/ID)

Of

(Domicilium citandi et executandi)

(“Subscriber”)

I accept the terms of this Agreement on behalf of the Subscriber named above. I warrant that I have read the Initial Client Billing Advice, these printed terms and conditions, and the further terms and conditions incorporated into this agreement set out on the Website. I also warrant that I am authorised to enter into this Agreement on behalf of the Subscriber named above.

Signed for and on behalf of You:

Signed for and on behalf of Spotlight Wealth Management (Pty) Ltd:

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Our Terms and Conditions, together with the terms specified in the Initial Client Billing Advice and any Invoice, constitute the Agreement which governs the provision by us of the Services to you. The Agreement is effective once you sign this document.

Some of the Terms and Conditions are set out in this document. The remainder are set out on our Website and are incorporated into this document as if they were set out in this document.

Initial _____

CONTENTS

1. Services	3	10. Virus Management Obligations	6
1.1. Provision of Services	3	11. Your Operational Obligations	6
1.2. Restriction on use of Services	3	11.1. Providing a contact for us	6
1.3. Third Party Data.....	3	11.2. Operational matters.....	6
1.4. Third Party Services	3	12. Hosting Services	6
1.5. Limited right to modify Agreement.....	3	12.1. Our Obligations	6
2. Charges	3	12.2. Your Obligations.....	6
2.1. Fees and variations to Fees	3	13. Ownership of Intellectual Property in the Services	6
2.2. Invoicing and payment.....	3	14. Further Terms Relating to Pricing and Payment	7
2.3. Number of Users.....	4	14.1. Dispute of invoice amount.....	7
3. Commencement and Termination	4	14.2. Value Added Tax (VAT) gross up	7
3.1. Commencement of provision of Services.....	4	14.3. Settlement on termination	7
3.2. Termination of this Agreement by us or you	4	15. Further General Terms	7
3.3. Termination of certain Third Party Data by you.....	4	15.1. Assignment.....	7
3.4. Termination of certain Third Party Services by you	4	15.2. Confidentiality.....	7
3.5. Termination by us for your breach or by either party for insolvency	4	15.3. Privacy.....	7
3.6. Obligation to return your Client Data in the event of termination	4	15.4. User access with Valid Login	8
4. Errors or Delays in the Services	4	15.5. Validation acknowledgement	8
5. Warranties and Limitation of Liability	4	15.6. Notices	8
5.1. General warranty	4	15.7. Exercise of rights.....	8
5.2. Disclaimer	4	15.8. Headings	8
5.3. Limitation of liability.....	5	15.9. Severability.....	8
5.4. Undertaking where users are not your staff	5	15.10. Inconsistency.....	8
5.5. Survival of this clause.....	5	15.11. Jurisdiction	8
6. General Matters	5	16. Disclaimer Regarding Investment Advice	8
6.1. Indemnity	5	17. Definitions	9
6.2. Variation.....	5	Schedule A: Support	11
6.3. Whole agreement	5	Schedule B: Client Information	13
7. Software Licence	5	Schedule C: Overview of XPLAN Core Modules	17
8. Software Warranty and Indemnity	5		
9. Equipment and Communication Line	6		
9.1. Equipment.....	6		
9.2. Communications system	6		



SERVICES AGREEMENT

1. SERVICES

1.1. Provision of Services

We will provide the Services to you on a non-exclusive and non-transferable basis in accordance with this Agreement.

1.2. Restriction on use of Services

- (a) You are only permitted to access and use the Services for the Permitted Purpose. You may make the Services available to Authorised Users. Otherwise, you must not, and must ensure any User does not:
 - (i) use the Services for any purpose other than the Permitted Purpose; or
 - (ii) resell or otherwise make the Services (including any Data) available to any person, entity or organisation (including by placing the Services, or any Data, on the internet).
- (b) You must not use the Services or Equipment or Software supplied under this Agreement to transmit or disseminate any unlawful, harassing, offensive, defamatory or obscene information or any computer virus.

1.3. Third Party Data

- (c) You acknowledge that:
 - (i) the Services may include the provision of either data or software or both ("Third Party Data") sourced from third party providers ("Data Providers"); and
 - (ii) if the Services do include the provision of Third Party Data, that provision is subject to conditions which we or the Data Provider notifies to you or which we place on our Website at www.iress.co.za/en/About_IRESS/Legal.html from time to time.
- (d) You agree to comply with all such conditions regarding Third Party Data. You acknowledge that the provision by us of Third Party Data is subject to the agreement of those Data Providers and subject to change without notice. We will endeavour to notify you as soon as reasonably practicable if we are no longer able to provide agreed Third Party Data in accordance with this Agreement. You acknowledge that Data Providers may require you to execute a separate agreement in order to receive the Third Party Data.

1.4. Third Party Services

- (a) You acknowledge that:
 - (i) at your request, the Services may include additional specified other services ("Third Party Services") sourced from third party providers ("Third Party Service Providers"); and
 - (ii) if the Services do include the provision of Third Party Services, that provision is subject to conditions which we or the Third Party Service Provider notifies to you or which we place on our Website at www.iress.co.za/en/About_IRESS/Legal.html from time to time.
- (b) You agree to comply with all such conditions regarding Third Party Services. You acknowledge that the provision by us of Third Party Services is subject to the agreement of those Third Party Service Providers and subject to change without notice. We will endeavour to notify you as soon as reasonably practicable if we are no longer able to provide agreed Third Party Services in accordance with this Agreement. You acknowledge that Third Party Service Providers may require you to execute a separate agreement in order to receive the Third Party Services.

1.5. Limited right to modify Agreement

- (a) Our capacity to unilaterally amend the terms or conditions of this Agreement under clauses [1.3](#) and [1.4](#) is restricted to changes made in response to the terms or conditions under which Third Party Data or Third Party Services (as the case may be) is made available to us.
- (b) We will not modify the Terms and Conditions of this Agreement via our Website unless we consider it is both reasonable and consistent with the Agreement. Should we consider it necessary to make changes via the Website, we will notify you in your next Invoice that changes have been made.

2. CHARGES

2.1. Fees and variations to Fees

- (a) You agree to pay us the Fees by the due date. At any time, on not less than 30 days notice, we can vary the Fees in accordance with clause [6.2](#).

You agree:

- (i) that in addition to our other rights, we may, in our sole discretion, suspend any or all of the Services for any period during which payment of any money you owe us is overdue; and
- (ii) that we are not liable to you, and you will not make any claim against us, for any loss (including consequential loss), damage, costs or expenses incurred by you relating to, in connection with or arising out of the exercise of our right in [\(i\)](#) above.
- (b) You agree that we may invoice you for Support considered by us to be in excess of the agreed level of Support provided for under this Agreement.
- (c) For the avoidance of doubt, Fees may include charges for Third Party Data and/or Third Party Services.

2.2. Invoicing and payment

We will send an Invoice to you and will direct debit the Fees. If at the date for direct debit, there are insufficient funds in your account, we may charge you interest at the rate of 2% per annum above the publicly quoted rate (per cent, per annum) from time to time charged by Standard Bank Limited at the due date for similar amounts on unsecured overdraft to its prime customers in good standing in the private sector (calculated daily) on any overdue amount.

Initial _____



SERVICES AGREEMENT

2.3. Number of Users

- (a) You agree to notify us if, at any time:
 - (i) the number of Users increases from the number of Authorised Users agreed with us; or
 - (ii) there is any other change in your access or use of the Services,and you agree that we may invoice you additional Fees reflecting that increased number of Users or change.
- (b) You indemnify us for any liability for Users in excess of those invoiced by us, including any liability to Data Providers, Third Party Service Providers or Exchanges. This indemnity survives termination (for whatever reason) of this Agreement.

3. COMMENCEMENT AND TERMINATION

3.1. Commencement of provision of Services

We will commence providing the Services on the date specified in the Initial Client Billing Advice.

3.2. Termination of this Agreement by us or you

Either we or you may terminate the Agreement by giving the other one (1) clear calendar month's prior written notice.

3.3. Termination of certain Third Party Data by you

You may terminate receipt of Third Party Data on one (1) clear calendar month's written notice to us and, upon such termination, the rest of this Agreement will continue unaffected.

3.4. Termination of certain Third Party Services by you

You may terminate receipt of a Third Party Service with us only in accordance with the termination requirements associated with our provision of that Third Party Service. Upon such termination, the rest of this Agreement will continue unaffected.

3.5. Termination by us for your breach or by either party for insolvency

If you breach any term of this Agreement or a party, being natural person, is sequestrated or placed under curatorship, or commits an act of insolvency as defined in the Insolvency Act, 24 of 1936, or compromises with his creditors generally; or being a juristic person is liquidated or placed under judicial management, or commits an act which, if it were a natural person would constitute an act of insolvency as defined in the Insolvency Act, 24 of 1936, or compromises with its creditors generally, then you or we (as the case may be) may, in your or our sole discretion, immediately suspend, revoke (in the case of the Software Licence) or terminate any or all of the Services, as applicable.

3.6. Obligation to return your Client Data in the event of termination

In the event of termination of this Agreement, and where we have provided the Equipment or Web-Hosting services to you as part of this Agreement, at your written request, we undertake to deliver to your most recent address for invoicing purposes, a copy of your Client Data in a machine readable format as soon as practical after termination of this Agreement.

4. ERRORS OR DELAYS IN THE SERVICES

- (a) We will use our reasonable endeavours to correct any error, delay, omission or failure in the Services or the transmission of the Services notified to us. However you acknowledge that the Services are provided on an 'as is' basis and we do not warrant that the Services will meet a certain standard, be free from error, delay, omission or failure or be suitable for your purpose, or that any Data will be accurate or complete.
- (b) You acknowledge that you must continue to pay the Fees in the event, and for the duration, of any error, delay, omission or failure in the Services or the transmission of the Services regardless of the cause.

5. WARRANTIES AND LIMITATION OF LIABILITY

5.1. General warranty

Both you and we warrant that at the time of:

- (a) executing these Terms and Conditions; and
- (b) for the term of this Agreement,

you or we (as applicable) have the necessary rights, power and authority to enter into the Agreement and to perform our or your (as applicable) obligations under it. Apart from the warranties in this clause [5.1](#) and in clause [8\(a\)](#), we make no other warranties relating to the Services or any Software or Equipment.

5.2. Disclaimer

Except as provided in clause [5.3](#) and in our indemnities to you in clauses [8\(b\)](#), [15.2](#) and [15.3](#):

- (a) neither we, nor any Data Provider nor any Third Party Service Provider will be liable to you or any of your Users for loss of profit or business revenue, reputation, goodwill, business, use, anticipated savings, loss or corruption of data or any costs, damages or claims, or any other indirect or consequential loss or damage suffered or incurred by you (including any liability incurred to a third party) in connection with the Agreement, the Services or the Data howsoever arising, including as a result of any negligence of ours or a Data Provider or a Third Party Service Provider;
- (b) neither we, nor any Data Provider nor any Third Party Service Provider will be liable for any loss or damage suffered or incurred by you or any of your Users arising out of use or receipt of the Services or any Data, including without limitation arising out of or in connection with any fault, error, interruption, delay, omission or failure (whether within or beyond our control or the control of any third party data contributor), or any inaccuracy, error, omission or incompleteness of the Data or any negligent act or omission of ours or a Data Provider or a Third Party Service Provider;
- (c) while we undertake to implement reasonable security arrangements in respect of our access to your information technology systems and where applicable, facilitating Third Party Services, we will not be liable for any loss or damage suffered or incurred by you or any of your Users arising out of any access by us (including our employees and agents) or a Third Party Service Provider to your information technology systems; and

Initial _____



SERVICES AGREEMENT

- (d) subject to (a), (b) and (c), our total liability to you in respect of any and all loss or damage is limited to the total Fees paid by you in the 12 months immediately preceding the event giving rise to liability.

5.3. Limitation of liability

If our liability to you for breach of a term, condition or warranty implied by law into contracts for the supply of goods or services is capable of exclusion, then it is excluded. If our liability to you for breach of such a term is not capable of exclusion but our liability can be limited and it is fair and reasonable to do so, then it is limited, at our discretion, to:

- (a) in the case of goods, repairing or replacing the goods, or paying for their repair or replacement; and
(b) in the case of services, supplying the services again or paying for their resupply.

5.4. Undertaking where users are not your staff

If you make the Services or Third Party Services available to Users which are not your staff using the Services for the Permitted Purpose, you must do so on terms equivalent to clauses 5.2 and 5.3 and no less favourable to you than those clauses are to us. You acknowledge that you may make the Services or Third Party Services available to Users which are not your staff only with our prior written agreement and on such additional terms as specified by us.

5.5. Survival of this clause

This clause 5 survives termination (for whatever reason) of this Agreement.

6. GENERAL MATTERS

6.1. Indemnity

You indemnify us and each Data Provider and each Third Party Service Provider against all actions, suits, claims and demands howsoever arising (including those arising out of tort, delict, breach of contract, equity or breach of statute), and from any loss (including consequential loss), damage, costs or expenses incurred by us or a third party (including a third party data contributor) relating to, in connection with or arising out of your or any User's use of any of the Services or any of your or any User's other activities (including infringement of any person's Intellectual Property rights). This clause 6.1 survives termination (for whatever reason) of this Agreement.

6.2. Variation

We may vary the terms of this Agreement with regard to Fees, Users, services and/or products provided and costs associated with such Services by written notice (which may be in the form of an Invoice) to you. You are taken to agree to any such variation unless you notify us in writing within 14 days of receipt of the notice.

6.3. Whole agreement

This Agreement (including the Terms and Conditions, the Initial Client Billing Advice and any Invoice) constitutes the whole agreement between you and us relating to the Services.

7. SOFTWARE LICENCE

- (a) We grant you and your Authorised Users a non-exclusive, non-transferable licence to use the Software for the term of this Agreement solely for the Permitted Purpose.
- (b) You must not, and must ensure any User does not, use the Software for any other purpose and must not copy, use, modify, adapt or translate the Software except as necessary for backup, archival, disaster recovery and testing in connection with the Permitted Purpose, and must not prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code or any internal data file generated by the Software.
- (c) You acknowledge that the Software includes functionality which facilitates management of the Software Licence by us. You must:
- (i) as soon as practicable after termination of this Agreement destroy all Software and Data regardless of the form of that Software and Data; and
(ii) at any time after termination of this Agreement, provide us with all reasonable access to your premises and equipment to confirm your compliance with your obligations under (i) above.

8. SOFTWARE WARRANTY AND INDEMNITY

- (a) We warrant that the Supplied Software does not infringe the copyright, design, or trademark intellectual property rights of any person.
- (b) If it is determined by any independent tribunal of law or it is agreed between the parties that the Supplied Software infringes any copyright, design or trademark intellectual property rights of a third person who has made a claim against you alleging such infringement, we shall indemnify you against any loss, costs, damage or expenses suffered or incurred by you arising directly out of that claim.
- (c) You will notify us as soon as practicable of any infringement, suspected infringement or alleged infringement by the Supplied Software of the Intellectual Property Rights of any person.
- (d) If it is determined by any independent tribunal of law or it is agreed between the parties to the dispute that an infringement of copyright, design or trademark intellectual property rights has occurred, then we shall at our sole expense:
- (i) modify the Supplied Software in order to avoid continuing infringement; or
(ii) procure for you the right to continue the use or possession of the infringing Supplied Software; or
(iii) if the solutions in either of the preceding paragraphs cannot be achieved, remove the Supplied Software.

Initial _____



SERVICES AGREEMENT

9. EQUIPMENT AND COMMUNICATION LINE

9.1. Equipment

If we agree to provide you with Equipment for using the Services, you:

- (a) must do all things necessary to ensure that the Equipment can be installed at your premises on the agreed date including obtaining all required permits or licences;
- (b) must not move the Equipment from the place where we have installed it without our prior written consent;
- (c) grant us, effective on and from expiry or termination of the Agreement for any reason, the right to enter your premises and remove the Equipment without any further clearances or permission being required;
- (d) agree to insure any Equipment to its replacement value and on request, provide us with a certificate of currency; and
- (e) acknowledge the Equipment at all times remains our property.

Third party software may be installed on the Equipment when we provide it to you. It is not necessary for you to use that software in order to receive the Services and we do not grant you a licence to use it.

9.2. Communications system

- (a) If applicable, we will provide the Services to an agreed distribution point using an agreed communications solution. We may charge you fees as agreed for use of this communications solution.
- (b) You are otherwise responsible for all communications costs you incur in accessing the Services.
- (c) You agree to pay in accordance with clause 2, the cancellation fees of the communication providers (if any) arising from the termination of some or all of the Services you receive.

10. VIRUS MANAGEMENT OBLIGATIONS

Each party agrees:

- (a) not to knowingly suffer or permit any third party under its direction or control to knowingly introduce into the other party's systems any virus, disabling device or code, worm, Trojan timebomb or other harmful or destructive code ("Harmful Code"); and
- (b) that if any Harmful Code is introduced, it will take all reasonable steps:
 - (i) to promptly report that introduction to the other party; and
 - (ii) to eliminate the Harmful Code from its own server.

11. YOUR OPERATIONAL OBLIGATIONS

11.1. Providing a contact for us

You must at all times provide an employee with appropriate skills, knowledge and experience (together with one backup contact) as our sole contact for providing the Support services to you (collectively "Support Representative").

11.2. Operational matters

You agree that it is your sole responsibility:

- (a) to establish proper operating methods;
- (b) to establish and implement adequate back-up and disaster recovery plans;
- (c) to implement procedures and checks to secure your own data and for restart and recovery in the event of malfunction;
- (d) to comply with any requirements of telecommunications authorities; and
- (e) to install the Software and any upgrades or releases in accordance with the written instructions provided by us.

12. HOSTING SERVICES

12.1. Our Obligations

Notwithstanding anything else contained in this Agreement, if we agree to provide you with Hosting as part of the Services:

- (a) We are responsible for installation and maintenance of the Software at the hosted site, including installation of upgrades and releases of the Software;
- (b) We are to implement appropriate back-up and disaster recovery procedures at the hosted site;
- (c) We are to install and maintain equipment and communication infrastructure for the hosted site.

12.2. Your Obligations

Notwithstanding anything else contained in this Agreement, if we agree to provide you with Hosting as part of the Services:

- (a) You are responsible for maintaining login and passwords for accessing your data at the hosted site; and
- (b) You are responsible for all equipment and communication infrastructure necessary for you to access the hosted site.

13. OWNERSHIP OF INTELLECTUAL PROPERTY IN THE SERVICES

You acknowledge that, as between you and us, ownership of copyright and all other Intellectual Property Rights in the Services, any Data or any Software and Equipment, remains vested in us and you agree to hereby assign to us any Intellectual Property Rights in the Services, any Data or any Software which may vest in you. You are granted no rights in respect of the Services, Software or Equipment except as expressly stated in this Agreement. You must not reproduce or retransmit the Services or any part of them (including any data incorporated into the Services) except to use the Services in accordance with clause 1.2.

Initial _____



SERVICES AGREEMENT

14. FURTHER TERMS RELATING TO PRICING AND PAYMENT

14.1. Dispute of invoice amount

If you dispute any invoiced or directly debited amount, you must notify us within 14 days of receiving that Invoice or that direct debit respectively. You must still pay any undisputed amounts invoiced by the due date.

14.2. Value Added Tax (VAT) gross up

Where VAT is imposed on any supply made under this Agreement by one party ("the supplying party") to the other party ("the receiving party") and the consideration payable for the supply under this Agreement is not expressed to be inclusive of VAT, the receiving party must pay, in addition to and at the same time as any VAT exclusive consideration is payable or to be provided for the supply, an additional amount calculated by multiplying the value of that VAT exclusive consideration (without deduction or set-off) by the prevailing VAT rate.

14.3. Settlement on termination

As soon as practicable after termination of this Agreement, you and we will reconcile, and you or we (as the case may be) will settle, the account. All settlement payments are payable in accordance with clause [2](#).

15. FURTHER GENERAL TERMS

15.1. Assignment

We may assign our rights and delegate our obligations under this Agreement to any of our related companies or to a successor company which will continue the provision of the Services. You are not permitted to assign your rights or to delegate your obligations under the Agreement without our prior written consent. The Agreement will be taken to have been assigned by you if there is a change in control of your business. We will not withhold our consent unreasonably to assignment to a related company or successor company operating the same business. You must notify us as soon as practicable of any change in control or transfer of your business to which a Service relates.

15.2. Confidentiality

- (a) Neither party may disclose any Confidential Information to any person without the other party's written consent, except to Representatives requiring the information for the purposes of, and in accordance with, this Agreement, or if either party is required to do so by law or an Exchange or in connection with legal proceedings relating to this Agreement.
- (b) In addition we agree:
 - (i) to treat as Confidential Information all Client Data; and
 - (ii) that except as required by law, we will only access that Client Data to provide you with the Services.
- (c) Both parties must use all reasonable endeavours to ensure that persons receiving Confidential Information from the other do not disclose the information except in the circumstances permitted in this clause [15.2](#).
- (d) Each party must, on termination of this Agreement for any reason, at the other party's written request, immediately deliver to the other party all documents or other materials containing or referring to the other party's Confidential Information which is in the first party's possession, power or control or in the possession, power or control of persons who have received Confidential Information from them. Both parties acknowledge that this obligation does not require us to return to you any Confidential Information which is in the possession, power or control of: (i) any User who has accessed or obtained the Confidential Information after making a Valid Login; or (ii) any Third Party Service Provider where the Confidential Information has come into their possession through the provision of their Third Party Services.
- (e) If the Services include the provision of Third Party Services; you authorise our disclosure of the request information (including without limitation Client Data) to be exchanged or shared with that Third Party Service Provider.
- (f) If it is determined by an independent tribunal of law that we:
 - (i) have caused you direct financial loss by intentionally breaching our obligations to you under this clause [15.2](#); or
 - (ii) have intentionally acted dishonestly with regard to keeping your Confidential Information confidential which causes you direct financial loss,we shall indemnify you against that loss.
- (g) This clause [15.2](#) survives termination (for whatever reason) of this Agreement.

15.3. Privacy

- (a) Both parties must comply with any privacy policies of ours notified to you, from time to time, in respect of your use of the Services and making the Services available to Users.
- (b) You agree to give us any assistance we reasonably request to enable us to comply with our privacy obligations in providing the Services to you.
- (c) Without limiting paragraph (b), you may only disclose Client Data to us if:
 - (i) you are authorised by applicable law to collect the Client Data and to disclose it;
 - (ii) you have informed the client that in order to provide services to them it might be necessary for you to disclose their personal information including, if applicable, identification number information, to an external organisation that provides information technology services; and
 - (iii) you have obtained the client's consent to that disclosure.
- (d) If the Services include the provision of Third Party Services, when you or your users request information (including without limitation Client Data) to be exchanged or shared with that Third Party Service Provider, the undertakings set out in clause [15.3\(c\)](#) shall apply.

Initial _____



SERVICES AGREEMENT

- (e) You indemnify us against any loss (including consequential loss), damage, costs or expenses incurred by us relating to, in connection with or arising out of a breach of this clause [15.3](#).
- (f) If it is determined by an independent tribunal of law that we:
 - (i) have caused you direct financial loss by intentionally breaching our obligations to you under this clause [15.3](#); or
 - (ii) have intentionally acted dishonestly with regard to keeping your Confidential Information confidential which causes you direct financial loss,we shall indemnify you against that loss.
- (g) This clause [15.3](#) survives termination (for whatever reason) of this Agreement.

15.4. User access with Valid Login

Notwithstanding any other provision in this Agreement, if:

- (a) a User has entered a Valid Login and has accessed Data, Client Data or any other information from any application provided to you as part of the Services or Third Party Services; and
- (b) you suffer any loss (including consequential loss) or damage, or incur any costs or expenses relating to, in connection with or arising out of the User's accessing or use of the Data, Client Data or other information;

you agree that we have not breached any provision of this Agreement or any duty of care however arising, and that to the extent permitted by law, we have no liability to you.

15.5. Validation acknowledgement

You acknowledge that using the Valid Login control as the sole validation measure is an appropriate standard of validation for the Supplied Software to permit a User access to Data, Client Data, or other information from any application provided to you as part of the Services or Third Party Services.

15.6. Notices

- (a) Any notice or other communication under this Agreement must be sent in writing by post, fax or email:
 - (i) in the case of a notice to you, to your address set out in the Initial Client Billing Advice, or as otherwise notified to us or which we reasonably believe is your new address and specified in our Invoice;
 - (ii) in the case of a notice to us, to our address specified in an Invoice,
 - (iii) or as otherwise notified.
- (b) A notice is deemed to have been received within 2 days of posting if posted in South Africa or 7 days if posted outside South Africa, or if faxed or emailed, at the time of receipt of a confirmation printout or message respectively of a successful delivery.

15.7. Exercise of rights

A failure or delay by us or you (as the case may be) in exercising a right or power under this Agreement is not to be taken as a waiver of that right or power. Any partial exercise of a right or power is not to preclude any further exercise of that right or power.

15.8. Headings

The headings to these Terms and Conditions are inserted for convenience only and do not affect their interpretation.

15.9. Severability

If the whole or part of a provision in this Agreement is void, unenforceable or illegal, it is severed to the extent that it is void, unenforceable or illegal, and the remainder of this Agreement has full force and effect. This clause [15.9](#) has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.

15.10. Inconsistency

In the event of any inconsistency, the following documents comprising the Agreement are to be read in the following descending order of precedence:

- (a) these Terms and Conditions;
- (b) our most recent Invoice;
- (c) the Initial Client Billing Advice, then
- (d) the terms and conditions of Third Party Data Providers and Third Party Service Providers.

15.11. Jurisdiction

This Agreement is to be governed by the laws in force in the Republic of South Africa. You and we submit to the non-exclusive jurisdiction of the courts of the Republic of South Africa.

16. DISCLAIMER REGARDING INVESTMENT ADVICE

- (a) You acknowledge that the provision of the Services by us (including data comprised in the Services and where applicable Third Party Services) does not constitute and is not suitable to be acted upon as investment advice. It is recommended that you seek independent professional advice before making investment decisions in reliance on the Services or Data.
- (b) This clause [16](#) survives termination (for whatever reason) of this Agreement.

Initial _____



SERVICES AGREEMENT

17. DEFINITIONS

In this Agreement:

Agreement means our agreement for the provision of Services under our Terms and Conditions, and any additional terms specified in the Initial Client Billing Advice and any Invoice.

Authorised User means a User using the Services for the Permitted Purpose and invoiced by us.

Business Day means a day that is not a Saturday, Sunday or any other day as gazetted by the government of the Republic of South Africa from time to time.

Business Hours means the hours of 8:00am to 4:30pm on Business Days.

Client Data means any information (other than Excluded Information) of the kind described in paragraphs (a) or (b) that is both entered into the Supplied Software by you and is stored in the Supplied Software:

- (a) any information you disclose to us about any of your clients who are natural persons that is "personal information" for the purposes of the Promotion of Access to Information Act, 2 of 2000; and
- (b) any information you disclose to us about any of your clients who are not natural persons that is information or an opinion about such a client whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Confidential Information means all confidential, non-public or proprietary information of one party (the Disclosing Party) regardless of how it is stored, delivered, provided to or learnt by the other party (the Receiving Party) in relation to the business, technology or other affairs of the Disclosing Party, but does not include the Excluded Information. Confidential Information includes all pricing and related terms pertaining to the provision of Services under this Agreement.

Data means any data or information made available through or which form part of or is supplied with, the Services.

Data Provider has the meaning given to that term in clause 1.3, and includes an Exchange.

Equipment means any hardware or other equipment supplied by us under clause 9, including modification and improvements.

Exchange means the JSE Limited or any other exchange in South Africa, Australia, or elsewhere on which securities are quoted and traded.

Excluded Information means Confidential Information which:

- (c) is or becomes public domain other than through breach of this Agreement or an obligation of confidence owed to the Disclosing Party; or
- (d) the Receiving Party can prove was already known to the Receiving Party at the time of disclosure by the Disclosing Party (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
- (e) the Receiving Party acquires from a source other than the Disclosing Party or any Representative of theirs where such source is entitled to disclose it.

Fees means the fees specified in the Initial Client Billing Advice in return for the Services (including the provision of agreed Third Party Data and Third Party Services) and for additional Support, training, and Equipment (if any) as varied in accordance with this Agreement.

Hosting means the provision by us of a web-server and related connectivity to enable you to operate the licensed Software, access Data and allow you to access your Client Data via your Internet connection

Intellectual Property Rights means all current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, trade secrets, know-how, confidential information, patents, inventions and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

Initial Client Billing Advice means the document titled Initial Client Billing Advice agreed between us and you in relation to the Services.

Internal Use means any data processed, calculated, reported or manipulated using the Software where the ultimate client is a client of yours or is directly related to you. For the avoidance of doubt, Internal Use does not include, amongst other things, outsourcing or bureau type processing arrangements.

Invoice means a valid tax invoice produced by us.

Open Source means the terms on our Website at support.iress.co.za/Legal/OpenSourceTerms.html

Permitted Purpose means Internal Use for the operation of your business, or as otherwise agreed in the case of particular Users or types of Users.

Representative includes an employee, agent, officer, director, auditor, adviser, partner, consultant or sub-contractor.

Services means all services provided to you by us including:

- (a) those specified in the Initial Client Billing Advice and any Invoice (excluding any Third Party Data or Third Party Services);
- (b) Support;
- (c) the granting of the Software Licence; and
- (d) any documentation prepared by us to assist you to use the Services,

and as varied in accordance with this Agreement.

Software means the software developed, owned or provided by us, including any improvements, modifications and related data, but excluding any Client Data.

Software Licence means the licence of the Software that we grant you and your Authorised Users.

Initial _____



SERVICES AGREEMENT

Supplied Software means the software developed, owned or provided by us, including any improvements and modifications, but excluding any related data.

Support means the services specified in [Schedule A](#).

Support Representative has the meaning given to that term in clause [11.1](#).

Terms and Conditions means our document titled Spotlight Wealth Management Standard Terms and Conditions, together with the terms on our Website and the Open Source terms. In the event of a conflict between this Agreement and the open source licence terms, the open source licence terms prevail.

Third Party Data has the meaning given to that term in clause [1.3](#).

Third Party Services has the meaning given to that term in clause [1.4](#).

Third Party Service Provider means the third party which provides the Third Party Service.

User means a person, organisation or entity that uses the Services, regardless of whether that person, organisation or entity is an Authorised User.

Valid Login means that a User has entered a valid and current user-name and password combination to access Data, Client Data or any other information from any application of ours provided to you as part of the Services.

VAT means value-added tax payable in terms of the Value-Added Tax Act, 89 of 1991, as amended

We or Us means Spotlight Wealth Management (Pty) Ltd (Reg No 2000/009471/07) and its employees, contractors, agents and representatives.

Website means our website at www.iress.co.za/en/About_IRESS/Legal.html

You means the company, entity, persons or enterprise named as the Subscriber and its employees, contractors, agents and representatives.

Initial _____

SCHEDULE A: SUPPORT

Support is to be provided by us to the Support Representative during normal Business Hours. We will not be obliged to provide Support to any other person or location or outside normal Business Hours. Support consists of the services described below. You acknowledge that no liability or financial penalty shall arise or be incurred by us if we fail to provide Support in accordance with this Schedule.

UPGRADE SERVICES

- (a) We will supply upgrades of the XPLAN Software to you as and when available by upgrading your hosted software (consistent with clause 12.1) or in the form of downloadable files and instructions to enable an appropriately skilled person to carry out the upgrade task.
- (b) We will supply upgrades of the Spotlight Software to you as and when available. This could be in the form of downloadable files and instructions to enable an appropriately skilled person to carry out the upgrade task.

USER SUPPORT SERVICE

- (a) User Support Services comprises online, telephone and email support for both technical and user questions in relation to the Services.
- (b) With regards to the XPLAN Software, the amount of User Support Services provided by us to you will be limited to a maximum of 8 hours per calendar quarter (including time spent investigating a Fault). Unused time expires at the end of the quarter.
- (c) With regards to the Spotlight Software, the amount of User Support Services provided by us to you is in accordance with the services that you have purchased (please refer to monthly invoice).
- (d) We may, but are under no obligation to, provide User Support Services in excess of the hours set out in paragraph 2.2 or during hours other than Business Hours, at our prevailing standard time and materials rates for such services.

ERROR CORRECTION SERVICE

- (a) If you detect, or believe you have detected, any error, defect or non-conformity in the Software such that the Software does not operate in substantial conformity with the specifications for the Software ("Fault"), you may request us to provide the Error Correction Service.
- (b) On reporting the Fault it will be classified and actioned by us in accordance with the following table:

Fault	Definition	Agreed response by Us
Severity 1	Critical fault that stops the entire site from continuing work and there is no work around	We may initially provide assistance in the form of off-site consultation and advice and if not remedied will provide on-site services.
Severity 2	A less critical fault that stops the user from continuing work and there is no work around	We may initially provide assistance in the form of off-site consultation and advice and if not remedied will provide on-site services.
Severity 3	A less critical fault which limits the Software's functionality or performance but still permits the Software to operate at a reduced level of service.	Acknowledge and record fault, may provide interim workaround and advice future enhancements if appropriate.
Severity 4	The fault is not materially affecting operation of the Software.	Acknowledge and record fault, may provide interim workaround and advice future enhancements if appropriate.

- (c) On reporting each Fault you must provide us a listing of the output and all such other data which we may reasonably request in order to reproduce or simulate operating conditions similar to those present at the time the Fault occurred.
- (d) We may implement temporary work around procedures in relation to Faults as considered practicable by us.

EXCLUDED OCCURRENCES

Support does not include repair of damaged data, investigation of problems, or other User Support Services which:

- (a) arise from additions or modifications to the Software by a person other than us (and such additions or modifications are prohibited);
- (b) arise from misuse of the Software;
- (c) arise due to the failure by you to provide appropriately qualified and adequately trained operating and programming staff for the operation of the Software;
- (d) we are unable to replicate within 2 hours after beginning our investigations;

Initial _____



SERVICES AGREEMENT

- (e) are caused by the failure of electricity, air-conditioning, humidity control or any environmental factor including an act of God, flood or fire;
- (f) are caused by operation of the Software other than in accordance with our documentation;
- (g) arise directly or indirectly out of your failure to comply with this Agreement;
- (h) are caused by any hardware or software other than the Software;
- (i) occur in versions of the Software which are more than 2 software issues (releases or upgrades) behind the then current version of the Software;
- (j) are caused by network failure or error, hardware failure, hardware operating system failure or incorrect operation of the hardware or network; or
- (k) in our reasonable opinion represent excessive consultation which is primarily due to lack of training by you of your staff.

At our option, we may provide Support in respect of any of these items at our normal time and materials rates.

Initial _____

SCHEDULE B: CLIENT INFORMATION

Spotlight Contact

Spotlight Account Executive
 2nd Floor, Spotlight House
 3 Derby Downs
 University Road
 Westville
 VAT number: 4830197242
 Share call: 0860 33 98 98

Billing Contact

Section 1: Company Information			
Company Registration / ID Number		VAT Registration Number	
Brokerage Name			
Trade Name			
Postal Address			
		Postal Code	
Physical Address			
(Domicilium address)			
		Postal Code	
Telephone (code-number)			
Fax (code-number)			
Cell phone			
E-mail address			

Name of Network Distribution (E.g. Masthead): _____

Please attach a company letterhead and cancelled cheque to this contract. Invoices will be based on the Fee Structure as referred to in Schedule D and will be issued monthly in advance. Invoices will be either mailed or e-mailed to the Billing Contact. Electronic tax invoices are regarded as original tax invoices by SARS and need to be filed and kept on record for a period of 5 years in the original electronic format. Written permission is hereby given by the duly authorised person to accept the electronic e-mailed invoices on the company's behalf. Fees will be deducted by direct debit from your nominated account. All Fees are quoted exclusive of VAT.

Initial _____

Account Executive/AE	SPOTLIGHT ACCOUNT EXECUTIVE
----------------------	-----------------------------

ADDITIONAL LICENCES

Licence additions or cancellations can be requested in writing by emailing admin@iress.co.za or by fax to 0865 146 546. If not otherwise stated, all changes must be authorised by the Authorised Signatory of the business. If however, you wish to appoint an alternative duly authorised person to make these changes, please provide us with his / her name, designation and contact details.

Full name of alternative duly authorised person for additional licence changes and requirements	
---	--

Designation	
-------------	--

Contact Details	
-----------------	--

SUPPORT REPRESENTATIVE

Please provide the details of an employee with appropriate skills, knowledge and experience (together with one backup contact) as our sole contact for providing the Support services to you (collectively "Support Representative").

Full name of Primary Support Representative	
---	--

Contact details	
-----------------	--

Full name of Backup contact	
-----------------------------	--

Contact Details	
-----------------	--

Initial _____



SERVICES AGREEMENT

As at the date of the “Initial Client Billing Advice” (schedule D), the pricing for additional XPLAN services are:

Product	Pricing
Customisation*	R750 per hour (non recurring charge)
*A separate quotation must be presented for authorisation by client with regards to customisation.	

IMPLEMENTATION

IMPLEMENTATION WILL BE AGREED UPON BETWEEN THE PARTIES AND WILL BE DOCUMENTED IN CONSULTATION WITH THE CLIENT.

DATABASE CONVERSION (OPTIONAL)

XPLAN Standard and Professional sites include the Demographic Data conversion. If the Demographic and Assets Data Conversion is required, there is a separate charge for this. Please refer to Schedule D – Initial Client Billing Advice. This will be charged with your first billing advice as a once off, non-recurring fee and collected via direct debit.

XPLAN Enterprise sites include the Demographic and Assets Data conversion.

Comprehensive Data conversions will be considered on a case-by-case and time-and-materials basis. If you are considering this type of conversion, please arrange with your Account Executive to investigate further. The decision to perform Comprehensive Data conversions will be at our sole discretion after we have reviewed the data content and integrity. We reserve the right to vary from our quoted fee for a particular comprehensive data conversion by prior written notice where that conversion proves to be unusually difficult or time-consuming. As data structures differ from product to product we cannot be held responsible for incorrect or incomplete mapping of data and this is a best effort solution.

Note: All data conversions referred to above are from the Spotlight stable of products.

INITIAL AND ADDITIONAL TRAINING(OPTIONAL)

XPLAN initial training is included in the implementation process and is free of charge. XPLAN additional and Spotlight initial training is available at set rates for full day, half day or per hour sessions as required. Any other costs related to training such as training centre hire, travel and accommodation (if applicable) are payable in addition by you.

WORKSHOPS

We conduct workshops in our offices for existing users periodically at no charge. Cancellation of a workshop booking with less than two business days notice will incur a R500 (excl VAT) cancellation fee per person. Each workshop has prerequisites. Further details are available at www.iress.co.za/en/Wealth/Services/Training.html

ADDITIONAL XPLAN TEMPLATING SERVICE (OPTIONAL)

Our training covers how to code templates. If required, our templating service is available at a set hourly rate.

CONFIDENTIALITY

This initial client billing advice and details of our Fees and charges are to be treated as strictly confidential. They are provided for the sole review of you and must not be disclosed to any other person.

Initial _____



SERVICES AGREEMENT

Section 3: BANKING DETAILS AND DEBIT ORDER AUTHORISATION			
Initial Instalment Amount	REFER TO SCHEDULE D		
Account Holder			
Financial Institution			
Account Number			
Account type			
Branch code		Branch Name	
<p>Spotlight Wealth Management (Pty) Ltd ('Spotlight') are hereby authorised to debit my bank account monthly with the amount specified above.</p> <p>I request and instruct Spotlight to draw against the bank detailed above, on the 10th day of every month. If the 10th falls on a Non Business Day, the debit will be raised on the next Business Day by the amounts necessary as payment in terms of this contract. All such withdrawals from this account by Spotlight shall be treated as though they have been signed by me personally.</p> <p>I agree that the licensing of the software as listed herein and all service/s provided by Spotlight pursuant to Spotlight's acceptance of this application form will be subject to the standard terms and conditions of Spotlight. These standard terms and conditions are included in a separate signed agreement.</p> <p>The contract subscription herewith entered into may be subject to escalation increases, on the 1st day of January of every year. The escalation will be determined and published by Spotlight, 30 days before the escalation date. Increases will be automatically applied to the collection debit order.</p> <p>All staff replacements and changes to the debit order will automatically be adjusted on receipt of written request from the authorised signatory of the client company</p> <p>In the event of the client company failing to effect payment of any software, the seller will be entitled to cancel access to the software and recoupment of the balance outstanding.</p>			
Client name in print			
Designation			
Today's Date		Estimated Commencement Billing Date	
Authorised signatory	FULL AUTHORISED SIGNATURE HERE		
CONTACT DETAILS:			
If you require any assistance, please contact your Account Executive or alternatively our administration team.			
Telephone	031 203 7600		
Fax	0865 146 546		
E-mail	admin@iress.co.za		

Initial _____

SCHEDULE C: OVERVIEW OF XPLAN CORE MODULES

CORE MODULES FOR SOUTH AFRICA

Module Name	General product description	Benefits / features include
Client Focus	Fact Find and CRM module	<ul style="list-style-type: none"> ▪ Designed as an easy to use data collection model that is flexible and powerful ▪ Minimises data replication organisation-wide ▪ Efficient reporting via MS Office integration ▪ Client based workflow management ▪ Client data audit trails
XTOOLS	Projection and analysis tools	<ul style="list-style-type: none"> ▪ Qualification of savings, spending and tax effects ▪ Clear and concise calculations ▪ Illustrative charts ▪ Time saved in repetitive daily calculations ▪ Input variables can be optimised ▪ Consistent calculations organisation-wide
Risk Researcher	An integrated fact find facility for advisers to quantify risk requirements and select appropriate products from life insurance companies	<ul style="list-style-type: none"> ▪ For Whole Life, Term, Disability, Trauma, Impairment and Income Protection advisers can utilise a needs analysis, risk selector and centralised Product Disclosure Statements. ▪ IQM+ Research provides qualitative Research and analysis on life insurance products ▪ Provides detailed information on product features ▪ Research notes on products strengths and weaknesses ▪ Side by side comparisons of features and benefits ▪ Weighting profiles and service score overlays