

together with all documentation relevant thereto;

- 4.1.2. on signature hereof and thereafter, whenever called upon to do so by the Service Provider, furnish the Service Provider with all information which the Service Provider may require regarding the applicable Ceded Rights and the amounts owing to the Vendor under the Ceded Rights, including but not limited to certified copies of any documents evidencing the Ceded Rights;
 - 4.1.3. if called upon to do so during business hours by the Service Provider, immediately make available to the Service Provider for inspection, all books, documents, ledgers and the like which the Service Provider may require for any purpose whatsoever (including, without prejudice to the generality of the foregoing, for the purpose of ascertaining particulars of any amount that may be due to the Vendor) or which in any way reflect or contain the records or any date or information regarding the applicable Ceded Rights;
 - 4.1.4. generally, give the Service Provider all assistance which the Service Provider may require in regard to the collection of any of the Ceded Rights;
 - 4.1.5. make such entries in the Vendor's books and records regarding the cession contained in this Agreement as MILA AZANIA HOLDINGS may from time to time reasonably require; and
 - 4.1.6. ensure that its auditors from time to time include a note in its annual financial statements recording the cessions of the Ceded Rights in terms of this Agreement.
- 4.2. The Cessionary will be entitled, at any time during business hours, through its authorized representatives, to attend at the business premises of the Vendor for a due diligence and inspect and make copies of or extracts from any of the Vendor's books of account, records and documents relating to the Ceded Rights.

5. WARRANTIES AND UNDERTAKINGS

- 5.1. The vendor hereby warrants and undertakes to and in favor of the Service Provider that –
- 5.1.1. it is and will remain the sole legal and beneficial owner of all the applicable Ceded Rights ceded in terms of the clause in Section G of this Agreement;
 - 5.1.2. it has not in the past and will not in the future cede or pledge any of the applicable Ceded Rights or any part thereof or interest therein (other than as contemplated herein) without their prior written consent, which may be withheld in the Service Provider's entire discretion;
 - 5.1.3. it will sign all further documents which the Service Provider may reasonably require to give effect to this Agreement;
 - 5.1.4. the claims and rights hereby ceded, to the best of the Vendor's knowledge and belief, are and will be –
 - 5.1.4.1. valid and enforceable in every respect; and
 - 5.1.4.2. free from any encumbrances and capable of being ceded by the Vendor without any restriction;
 - 5.1.5. it shall obtain and has obtained all third-party consents required in order to fulfil its obligations under this Agreement;
 - 5.1.6. it has the necessary legal capacity to enter into and perform its obligations under the Agreement and has taken all necessary internal action to authorize the execution and performance of the Agreement and the Agreement constitutes legal, valid, binding and enforceable obligations of the Vendor; and
 - 5.1.7. it will at all times, for the duration of the Agreement, keep up to date records of the applicable Ceded Rights.

6. POWER OF ATTORNEY

- 6.1. Find attached the full signed Power of Attorney document marked as annexure "B".

