

LIQUID BRIDGE AGENT AGREEMENT

(Agent and User Terms & Conditions)

IMPORTANT:

By using this Facility found on <https://lbfacility.liquidbridgefund.co.za/> you agree to abide by the terms and conditions set herein as well as our Privacy Policy which can be found on <https://liquidbridge.co.za/privacy-policy>. Should you be unable or unwilling to abide by these terms and conditions, you must not use the Facility and you must immediately exit Facility. You may contact us on Support@liquidbridge.co.za if you wish to propose any changes to our terms and conditions.

1. INTRODUCTION

- 1.1 This Agreement (the 'Agreement'), including Schedules as amended from time to time, is the document which governs the relationship between *[As recorded in the Facility Application form]* (also referred to as, 'Agent', 'Conveyancer', 'you', 'your' and 'yourself', as and when appropriate); and
- 1.2 Liquid Bridge Fund Proprietary Limited (also referred to as 'Liquid', 'Liquid Bridge' 'us', 'we', 'our', 'ourselves', the "Company" and the 'Firm' as and when appropriate) concerning the services to you, your Clients and your activities with us.
- 1.3 Liquid Bridge is private limited company registered in South Africa (registration number: 2021/359597/07, providing but not limited to bridging finance technology.
- 1.4 Any reference in this Agreement to this Agreement or any other agreement, document or instrument shall be construed as a reference to this Agreement or that other agreement, document, or instrument as amended, varied, novated or substituted from time to time.
- 1.5 This Agreement includes, in addition to any registration forms and documents completed by you manually or electronically through our

websites, and any information provided to you during the registration process or provided via email.

1.6 The authorized representatives of the Agent shall initial each page of this Agreement.

2. INTERPRETATION AND PRELIMINARY

2.1 The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modification of nor amplification of the terms of this Agreement nor any clause hereof. Unless a contrary intention clearly appears, words importing any one gender includes the other genders; the singular include the plural and vice versa; and natural persons include created entities (corporate or un-incorporate) and the state and vice versa.

2.2 In this Agreement, unless inconsistent with or otherwise indicated by the context, the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely –

- 2.1.1 **“Agreement”** means this Liquid agreement as set out in this document and the appendices and annexes hereto;
- 2.1.2 **“Agent”** means *[As recorded in the Facility Application form]* *[Insert entity name]*, with Registration number: *[As recorded in the Facility Application form]*, a *[As recorded in the Facility Application form – sole proprietor / private company / close corporation / partnership]* duly incorporated in accordance with the laws of the Republic of South Africa and herein represented by: *[As recorded in the Facility Application form]* *[insert full names]* being duly authorised thereto;
- 2.1.3 **“Companies Act”** means the Companies Act No 71 of 2008, as amended, including subordinate legislation;
- 2.1.4 **“Party”** means either the Company or the Agent; **“Parties”** means both the Company or the Agent collectively;
- 2.1.5 **“Confidential Information”** means the proprietary information made available to a party pertaining to the other party or its business, which includes but not limited

- to all commercially valuable information and is not available to the public;
- 2.1.6 **“Business Day”** means any day except a Saturday, Sunday or public holiday gazetted in the Republic of South Africa;
- 2.1.7 **“Client”** means the client or customer of the Agent, and is represented by the Agent who requires the services and products of Liquid Bridge (e.g. Property seller);
- 2.1.8 **“Liquid Solution”** means the products and services provided by Liquid to the Agent, in terms of which products and services the Agent will be entitled to apply for, maintain and finalize bridging finance on behalf of the Client as the duly authorised Agent of the Client;
- 2.1.9 **“Liquid Facility”** also referred to as “Facility”, means any document, software or data utilized in or produced for the purpose of providing the Liquid Solution by us to your Client;
- 2.1.10 **“Personal Information”** means information relating to an identifiable, natural or juristic person, including but not limited to, information relating to race, gender, marital status, postal address, financial, criminal or employment history as well as communication sent by the person that is implicitly or explicitly of a private or confidential nature or further communication that would reveal the contents of the original communication;
- 2.1.11 **“Process”** means any operation or activity, both automated and manual, concerning personal information. Processing will have a similar meaning;
- 2.1.12 **“Mandate”** means the agreement of agency entered into between the Client and the Agent authorizing the Agent to on behalf of the Client when dealing with Liquid. Mandated will have a similar meaning;
- 2.1.13 **“Funds”** means the money paid over to the Agent on behalf of the Client as well as the money paid over to us by the Agent from any transactional agreement entered into through the Liquid Facility and Liquid Solution;
- 2.1.14 **“Intellectual Property”** means all present and future intellectual property rights, whether registrable or not, pertaining to or arising from and in terms of the Liquid Facility and Liquid Solution, including, but not limited to, registered patents and patent applications, registered and unregistered designs and copyrights, trademarks and confidential information, technical know-how, trade secrets, source codes, new proprietary and secret

- concepts, techniques, processes, adaptations, ideas, technical specifications, methods and any related intellectual property rights;
- 2.1.15 **"Authorized Individual"** means a person given authority by the Agent to use our Facility on behalf of the Agent through the Agent's profile.
 - 2.1.16 **"Super user"** means authorized Individuals nominated by the Agent to have special security level access and powers on the Facility including but not limited to adding and deleting users and Approvers.
 - 2.1.17 **"Approver"** means authorized Individuals nominated by the User to approve and accept finance applications on behalf of the Clients.
 - 2.1.18 **"User"** means authorized Individuals nominated by the Super User and/or Agent to have administrative access and powers on the Facility including but not limited to creating and submitting finance applications on behalf of Clients.
 - 2.1.19 **"Facility Application form"** means the form which is completed by the Agent to have access to the Facility. This form contains all the relevant information we require from the Agent before we can grant the Agent access to the Facility.
 - 2.1.20 **"Bridging Application"** means the form which is completed by the User for financing on behalf of the Client.
 - 2.1.21 **"Bridging Quote"** means the quote containing the pricing and fees applicable to the finance Bridging Application.

3. LIQUID FACILITY

- 3.1 Liquid Bridge hereby agrees to the requesting of Bridging Finance by the Agent on behalf of the Client subject to this agreement.
- 3.2 The Agent will be entitled to create and submit bridging finance applications as well receive funds on behalf of the Client in accordance with the Liquid Bridging Finance Terms and Conditions Agreement for the duration of this Agreement.
- 3.3 Liquid Bridge shall provide a digital platform that will enable the Agent to create and submit requests for bridging finance from us on behalf of their Clients.
- 3.4 The Agent hereby understands and agrees to:

- 3.4.1 All funds processed to the Agent by us on behalf of the Client will be held and processed to the Client or their nominated beneficiary in accordance with the Liquid Bridging Finance Terms and conditions;
- 3.4.2 All proceeds received from the sale associated with our bridging finance by the Agent will be held and processed to us and our nominated beneficiary in accordance with the Liquid Bridging Finance Terms and conditions.
- 3.5 The Facility will make it possible for the Agent to action the functions set out above.
- 3.6 Changes in laws, technology and Facility improvements may require changes in this Agreement, the Bridging Finance Terms and conditions. We shall be entitled to make those changes from time to time as we see fit. The Agent will be notified of any such changes via registered communications methods.
- 3.7 If the Agent is not satisfied with the changes mentioned above in clause 3.6, the agent will be entitled to terminate the Agreement with immediate effect.
- 3.8 The Agent will be responsible for ensuring that it has, maintain, and secures the hardware, software and communications systems required for the use of the Facility
- 3.9 The Agent will be fully and solely responsible for securing all access codes (e.g. usernames and passwords) and preventing unauthorized persons from accessing such codes and the Facility.
- 3.10 The Agent shall immediately notify us if any unauthorized persons have gained access to the Facility or access codes. Upon such notification, we will freeze the compromised user and may freeze the entire Facility for the Agent until it is considered secured again.
- 3.11 All activities conducted on the Facility by the Agent after entering Access codes to access the Facility shall be deemed as authorized by the Agent and thus have legal force and effect.
- 3.12 The Agent shall compensate us in full of all costs and losses that we may incur due to third party claims arising from your improper use of the Facility.
- 3.13 The Agent shall compensate us in full of all costs and losses that we may incur due to fraud or theft arising from your use of the Facility.
- 3.14 The Agent shall only use the Liquid Solution on behalf of their client when the client has given them the Mandate to do so.

4. AGENCY

- 4.1 The agent shall remain the agent of their Client when dealing with us regarding the Liquid Solution, however, this will not affect the Agent's obligations in terms of this Agreement.
- 4.2 The Agent will collect and store FICA information in accordance with the FICA Act as amended, as well as sale related documents for each Bridging finance approved in accordance with Liquid Bridging Finance Terms and conditions (e.g. fully signed property 'offer to purchase')
- 4.3 The Agent acknowledges that Liquid does not verify the information provided by the Agent, therefore Liquid Bridge will not be liable for any loss or damages caused by the Agent providing incorrect information when utilizing the Liquid Facility or through other approved communications platforms (e.g. email from an authorized address)
- 4.4 The Agent indemnifies Liquid Bridge against any loss or damages which Liquid may suffer as a result of unauthorized use of user credentials and access codes, except where the loss and damages occurred through the gross negligence or wilful misconduct of Liquid Bridge.
- 4.5 The Agent shall operate under the terms of this Agreement when transacting on behalf of the Client in accordance with the Liquid Facility rules.
- 4.6 If, for any reason, a part of this Agreement and/or any part of a specific clause is deemed to be in conflict with the signed Liquid Finance Terms and Conditions, the Liquid Finance Terms and Conditions shall precede.

5. COMMENCEMENT, DURATION AND TERMINATION

- 5.1 This agreement shall commence on the last signature date or the effective date, whichever of the two comes last, and will continue to be in effect until terminated by either party in accordance with the provisions of this Agreement.
- 5.2 Either Party is entitled to cancel this Agreement upon 30 days prior to written notice to the other party.
- 5.3 The Agreements and conditions related to the transactions will survive the termination of this Agreement.

6. RESPONSIBILITY OF THE PARTIES

- 6.1 The parties shall comply with the law and applicable legislation.
- 6.2 The Agent shall If, under any circumstances, not reveal Access Codes and login information to any unauthorized person, whether intentionally or unintentionally, Liquid Bridge shall bear no responsibility for any loss that may arise, including, but not limited to financial loss.
- 6.3 The Agent shall immediately notify us of any required creation, amendment or deletion of user access to the facility (e.g. when a user resigns from the Agent).
- 6.4 The Agent shall ensure that all data and information as well as instructions provided to us are true and correct.
- 6.5 The Agent shall take full responsibility for processing the proceeds from sale to us of each transaction in accordance with the Liquid Bridging Finance Terms and conditions.
- 6.6 The Agent shall collect, store and where requested by us, provide all information and documentation in accordance with the Liquid Bridging Finance Terms and conditions.
- 6.7 The Agent shall immediately disclose to us all facts and circumstances as a reasonable agent in its capacity as an agent of the Client which it suspect or may come to its notice which might affect the interests of Liquid Bridge and not do anything which may affect or damage our reputation.
- 6.8 We shall use all reasonable endeavours to ensure that the Liquid Facility is functional and able to always achieve all its activated functionalities and features.
- 6.9 We shall Notify the Agent of any changes to the system and pricing changes that may affect the Agent or the Clients

- 6.10 We shall process the approved bridging finance applications and deposit the funds into the Agent's nominated Trust account on the approval date.
- 6.11 We shall verify the recorded Agent's Trust accounts via Account Verification Services (AVS) to ensure that the accounts are opened under the Agent's identity.
- 6.12 We shall be entitled to reject bridging finance applications at our discretion without any explanation to the Agent or Client for the reason of rejection.

7. DATA PROTECTION AND CONFIDENTIALITY

- 7.1 We, as the controller of the data you provide us, we shall process that data during and after termination of this Agreement, in accordance with the Protection of Personal Information Act 4 of 2013 (POPI Act) of South Africa.
- 7.2 It is our responsibility to ensure that the processing of the information collected is lawful, adequate and not excessive to the purpose for which it was collected.
- 7.3 It is our responsibility to ensure that records will not be maintained for longer periods than necessary unless agreed upon by us and yourself or authorized by law.
- 7.4 We shall establish and maintain safety measures to protect your personal information against risks such as loss, unauthorised access, destruction, use, modification or disclosure.
- 7.5 The Parties acknowledge that the restrictions in terms of the POPI Act are reasonable and necessary to protect the other's relevant interests. The Parties acknowledges that in the event of a breach of any of the provisions of clause 7, the injured Party shall be entitled, in addition to all other rights and remedies which it may have by law, and not in contravention with the Advertising Code of Practice and/or any other applicable legislation, to remedies under the POPI Act.
- 7.6 If during the course of this Agreement, if there is a change in your personal data you must ensure that the data is updated and accurate by contacting us as soon as reasonably possible.

8. PRICING RATES AND FEES

- 8.1 We shall provide the Liquid Facility to the Agent free or charge.
- 8.2 We shall provide the Agent with the discounting rate charged to the Client for the bridging finance required, and the Agent shall disclose the rate to the applicable Client for acceptance or rejection by the client.
- 8.3 We shall provide the Agent with the quote including pricing and fees associated with the application, we shall also provide the Agent with the settlement statement on finalization of the transaction. Both documents in clause 8.2 shall be addressed to the Client.
- 8.4 We may pay the Agent an admin fee for their administration on each application, such fee will be separately included in the documents mentioned in clause 8.2. Such fee will always be once-off and not correlated with the duration of the financing.
- 8.5 We may pay the Agent or Agent's users a referral fee for introducing the Client to us.
- 8.6 We reserve the right to administer rates and fees at different amounts and percentages based on our assessment and discretion of each application and each Agent.

9. COMMUNICATIONS AND RECORDINGS

- 9.1 We will communicate with you about any notices, instruction, requests or any other communication through your registered email addresses, the Facility, in the event of a formal communication to you in writing, by delivery to your registered address. It is your responsibility to ensure that you have read all and any communication we may send to you from time to time, through our approved communication method.
- 9.2 Any notice given in terms of this Agreement shall be in writing and shall:
 - 9.1.1 if delivered by hand be deemed to have been duly received by the addressee on the following business day after date of delivery;
 - 9.1.2 if posted by registered post be deemed to have been received by the addressee on the 10th day business day following the posting

- 9.1.3 if sent electronically (e.g. email) shall be deemed to have been duly received on the first business day following the successful transmission of the email
- 9.3 Any communication sent to you by us is intended to be received by you only. You are therefore responsible for keeping any information we send to you private and confidential. The information intended for you to share with your Clients shall only be shared with such Client.
- 9.4 We may communicate with you from time to time, about business, promotional and/or marketing reasons.
- 9.5 We bear no responsibility for any loss that may arise as a result of delayed or unreceived communication sent to you by us.
- 9.6 We may record all communication channels including, but not limited to emails, chat messages and phone calls, for quality, monitoring, training and regulatory purposes. We reserve the right to use the records where we deem it necessary, including, but not limited to dispute resolutions.
- 9.7 You have the right to request a copy of the recorded communications. We will provide these to you following a written request by you.

10. BREACH

- 10.1 If either Party commits a material breach of this Agreement and fails to remedy it within 30 (Thirty) days of receiving written notice requiring it to do so, then the party giving the notice may:
 - 10.1.1 cancel this Agreement and exercise its rights in terms of this Agreement;
 - 10.1.2 cancel this Agreement and claim damages; or
 - 10.1.3 claim specific performance of all the defaulting Party's obligations, together with damages, whether or not such obligations are due for performance
- 10.2 We shall terminate this Agreement with immediate effect in the Event of:
 - 10.2.1 A breach of any part of this Agreement by you;
 - 10.2.2 Where we have reasonable grounds to believe that you have not acted in good faith.
 - 10.2.3 An issuance of an application, order, resolution or other announcement in relation to bankruptcy or winding-up procedures involving you;
 - 10.2.4 The liquidation or closure of the Agent's business
 - 10.2.5 A breach of any applicable law by you;
 - 10.2.6 You have acted contrary to any of our terms and conditions.

11. EVENTS OUTSIDE OUR CONTROL

- 11.1 This section refers to events which may occur from time to time, which may prevent us from performing any or all of our obligations ('Certain Events'). These Certain events may include:
- 11.1.1 Any natural, technological, political, governmental, social, economic, act of god, pandemic, act of terror, civil emergency, interruption or failure of utility service;
 - 11.1.2 Instances of illegal acts, errors, failures, disruption in our systems, technological or other infrastructure (irrespective of whether it belongs to a third party of us) against our servers;
 - 11.1.3 Destruction caused by humans or any similar event which is outside of our reasonable control, non-performance by a third party;
 - 11.1.4 Changes in applicable legislation, any action of an official body or any other changes in our legal or regulatory obligations as a result of unforeseen events;
 - 11.1.5 Any event that prevents the Facility or the Solution from operating on an orderly or normal basis;
 - 11.1.6 An act or omission by any financial or other institution that we are unable to predict and/or prevent;
 - 11.1.7 Any other event and/or circumstance which cannot be foreseen, within reason.
- 11.2 To prevent misinterpretation, a Certain Event is an event outside of our control that, whilst it is reasonably likely to occur, or may be imminent, we cannot be expected to be prepared for, or we cannot prevent its occurrence.
- 11.3 We will exercise all necessary endeavours to resume the orderly provision of our services as soon as reasonably possible. Where it is not possible at all, we will inform you of the necessary action to be taken in order to protect your interests as well as ours, where possible.
- 11.4 Where we are unable to perform any of our obligations to you under this Agreement due to a Certain Event, we will not have breached this Agreement.

12. AMENDMENTS TO THIS AGREEMENT

- 12.1 We reserve the right to amend, from time to time and without your consent, any part of this Agreement, especially in, but not limited to,

circumstances where we deem that such changes are necessary in order to comply with any regulatory obligations. In these circumstances, we will notify you either through our website, the Facility or in writing.

- 12.2 You have the right to terminate this Agreement where you do not agree with any amendments made by us. In the same way, we reserve the right to terminate this Agreement where you do not agree with any amendments we may make.

13. GOVERNING LAWS AND JURISDICTIONS

This Agreement shall be governed by the laws of The Republic of South Africa. Any proceedings and their settlement involving Liquid, you shall take place in the competent courts of The Republic of South Africa.

14. GENERAL PROVISIONS

- 14.1 This Agreement constitutes the entire agreement between you and us, and supersedes all and any previous agreements, promises, warranties, representations and assurances between you and us, whether verbal or written. You agree that you shall have no remedy in respect of any statement, promises, warranties, representations, or assurances that is not set out in this Agreement.
- 14.2 If, for any reason, a part of this Agreement and/or any part of a specific clause is deemed to be unenforceable by a competent court within the jurisdiction, then such part shall be removed from the rest of this Agreement, and the remainder of this Agreement shall remain unaffected and enforceable.
- 14.3 You shall not, under any circumstances, assign or transfer any of your rights and/or obligations under this Agreement to another person or entity. We, however, may assign or transfer any of our rights and/or obligations under this Agreement to another person or entity, provided that such a person or entity agrees to abide by this Agreement.
- 14.4 No failure or delay from us to exercise any right or remedy as provided under this Agreement or by law shall constitute a waiver of that right or any other or remedy, nor shall it prevent or restrict the further exercise of that right, or any other right or remedy.
- 14.5 Any and all clauses under this Agreement shall survive the termination of this Agreement.
- 14.6 Entire Agreement - This Agreement contains the entire Agreement of both the Parties, and there are no other promises or conditions in any other

agreement, either oral or written. By signing below, each party affirms that they have read and understand the provisions of this Agreement.

- 14.7 Good Faith - The Parties shall in their dealings with each other display good faith.
- 14.8 Governing Law - This Agreement shall in all respects be governed by the laws of South Africa.
- 14.9 Cession of Rights - No Party shall be entitled to cede or assign any rights or obligations in terms of this Agreement, unless both parties agree to such cession in writing.
- 14.10 Encumbrance - the Agent shall not be entitled to encumber, bond or secure this Agreement or service in any manner whatsoever for any of its obligations.
- 14.11 No Representations - Neither party may rely on any representation which allegedly induced that Party to enter into this agreement, unless the representation is recorded in this Agreement.
- 14.12 Indulgences - No indulgence granted by a party shall constitute a waiver or abandonment of any of that Party's rights under this Agreement; accordingly, that Party shall not be precluded, as a consequence of having granted that indulgence, from exercising any rights against the other party which may have arisen in the past or which may arise in the future under this Agreement.
- 14.13 Variation, cancellation and waiver - No contract varying, adding to, deleting from or cancelling this agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Parties.
- 14.14 Intellectual property - The Agent does not obtain any rights in any intellectual property belonging to us. Our website, the application, any data, information, documentation and/or creation shall be protected in accordance with the applicable laws and you shall have no right, neither at the time of entering into this Agreement, nor at any point of time in future. All rights whether expressed or implied, and whether existing now or in the future are reserved, and shall not cause or permit any actions which might endanger or damage any intellectual property belonging to us.
- 14.15 Annexures - All annexures to this agreement shall be deemed to be incorporated in and form part of this Agreement.

15. DISPUTE RESOLUTION

- 15.1 In the absence of any specific provision to the contrary, should any dispute, disagreement or claim arise between the Parties ("the dispute")

concerning this Agreement, the Parties shall endeavour to resolve the dispute by negotiation.

15.2 This entails one of the Parties inviting the other in writing to meet and to attempt to resolve the dispute within 14 (Fourteen) days from date of written invitation.

15.3 If the dispute has not been resolved by such negotiation within 14 (Fourteen) days of the commencement thereof by agreement between the Parties, then either Party shall be entitled to either approach a court of competent jurisdiction for relief or submit the dispute to arbitration for resolution by an arbitrator in accordance with the rules of the Arbitration Foundation of Southern Africa.

15.4 Disputes arising from or in connection with this Agreement shall finally be resolved at the location as nominated by the Company, in accordance with the rules of the Arbitration Foundation of Southern Africa ("AFSA") by an arbitrator or arbitrators appointed by AFSA. There shall be no right of appeal as provided for in article 22 of the aforesaid rules.

15.5 Each Party to this Agreement –

16.5.1 expressly consents to any arbitration in terms of the aforesaid rules being conducted as a matter of urgency; and

16.5.2 irrevocably authorises any of the others to apply, on behalf of all parties to such dispute, in writing, to the secretariat of AFSA in terms of article 23(1) of the aforesaid rules for any such arbitration to be conducted on an urgent basis.

15.6 For the purposes of any and all disputes arising out of or in connection with this Agreement, the Parties

hereby consent to the jurisdiction of a Magistrates' Court with jurisdiction in the matter, notwithstanding that such proceedings are otherwise beyond the courts monetary jurisdiction.

15.7 Notwithstanding the provisions of 16.6 above, either Party shall have the right at its sole option and discretion to institute proceedings in any other competent court in South Africa.

16. NOTICES AND DOMICILIA

16.1 All notices to be given pursuant to the terms of this agreement shall be in writing and shall be delivered by hand or sent by registered post to the

physical address or sent by e-mail to the e-mail address recorded in above, provided that if there is no postal delivery to an address referred to above, notice may only be delivered by hand to such address or sent by e-mail.

16.2 The Parties choose their respective addresses set out above as the address at which they shall accept service in connection with this agreement, being their domicilium citandi et executandi. Any notice shall,

16.3 unless the contrary is proved :

17.2.1 if delivered by hand to an apparently responsible person at a party's chosen address be deemed to have been received on the date of delivery;

17.2.2 if sent by registered post, be deemed to have been received 10 (Ten) Business days after posting;

17.2.3 if sent by e-mail be deemed to have been received on the following business after having been transmitted.

17.2.4 Notwithstanding the above, any notice actually received by a party to whom it is addressed shall be adequate notice to it.

16.4 For the purpose of this Agreement, the Parties' respective addresses shall be:

16.4.1 Liquid Bridge at:

1 Daffodil Street

Wendywood

Sandton

2148

Attention: [Bridge Manager]

Email: Support@liquidbridge.co.za

16.4.2 The Agent at: [As recorded in the Facility Application form]

Attention: [As recorded in the Facility Application form]

Email: [As recorded in the Facility Application form]

17. GUARANTEE AND LIMITATION OF LIABILITY

Each party indemnifies the other Party against all actual or contingent losses, liabilities, damages, costs and expenses of any nature whatsoever which either Party may suffer or incur as a result of or in connection with this Agreement.

18. INDEMNITY

18.1 Liquid Bridge will hold Agent harmless from liability to third parties resulting from infringement by Service of any South African patent or any copyright or misappropriation of any trade secret, provided Liquid Bridge is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defence and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Facility:

18.1.1 not supplied by Liquid Bridge;

18.1.2 made in whole or in part in accordance with the Agent specifications;

18.1.3 that are modified after delivery by Liquid Bridge;

18.1.4 combined with other products, processes or materials where the alleged infringement relates to such combination;

18.1.5 where the Agent continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or

18.1.6 where the Agent's use of the Facility is not strictly in accordance with this agreement.

18.2 If, due to a claim of infringement, the Facility is held by a court of competent jurisdiction to be or are believed Liquid Bridge to be infringing, Liquid Bridge may, at its option and expense:

18.2.1 replace or modify the Facility to be non-infringing provided that such modification or replacement contains substantially similar features and functionality;

18.2.2 obtain for the Agent a license to continue using the Facility; or

18.2.3 if neither of the foregoing is commercially practicable, terminate this Agreement.

19. COMPLIANCE

The Agent shall provide us with valid Legal Practitioners Fidelity Fund certificates on an annual basis, and ensure that its Attorneys' Trust Accounts which it receives funds in from us are opened and maintained in terms of Section 86 of The Legal Practice Act, No. 28 of 2014

20. COUNTERPARTS

This Agreement may be signed in counterparts and the copies signed in counterpart shall constitute the Agreement. This shall include emailed copies of this Agreement.

21. COSTS

Each party shall pay its own costs of negotiating, drafting, preparing, and implementing this Agreement and its appendices.

A signed copy of this Agreement has been sent to the Agent.