

**GRAVITAS TAX**  
**MASTER INTERMEDIARY SERVICES AGREEMENT**

Entered into and between

**Gravitas Tax (Pty) LTD t/a GRAVITAS TAX**  
**with Reg. No: 2015/018600/07 of LIBERTY LIFE BUILDING, CENTURY BOULEVARD**  
**CENTURY CITY, WESTERN CAPE, 7441**

(hereinafter “the Service Provider”)

and

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with Reg. No: \_\_\_\_\_

FSP No: \_\_\_\_\_

(hereinafter “the Client”)

## 1. DEFINITIONS

Unless the context otherwise indicates, the following words and expressions shall have the meaning set out as indicated:

- 1.1 “**Affiliate**” means when a client is related to other legal entities by having direct or indirect controlling interest another entity.
- 1.2 “**Audit**” means a verification performed by the Service Provider from time to time to ensure proper adherence by the clients, as to the requirements set by the Service provider relating to form and procedure associated with the request and the reason for the request and relating to any statutory requirements.
- 1.3 “**Authorised Financial Services Provider**” means a person who has been granted authorisation by the Financial Sector Conduct Authority to act as a Financial Services Provider.
- 1.4 “**Authorised User**” means:
  - 1.4.1 any person who meets the requirements of an Authorised Financial Services provider and who is in a contractual agreement with the Service Provider, who will be obtaining the Content via the Gravitas Systems; and/or
  - 1.4.2 any person who has delegated authority from the Authorised Financial Services Provider, the name of which authorized user shall be retained on the Client Database.
- 1.5 “**Client Database**” means that part of the Gravitas Systems used to store the names of the Authorised Users.
- 1.6 “**Client Systems**” means all of Gravitas’ systems, used by the Client to send a Request and to receive a Reply.
- 1.7 “**Commencement Date**” means the date on which the Agreement will come into effect. For purposes of this Agreement the Commencement Date is as set out in the Contracted Parties Schedule.
- 1.8 “**Complete Request**” means any query that was successfully completed irrespective of whether the client’s tax information was returned or not.
- 1.9 “**Confidential Information**” means all and any information (written, oral and/or electronic) disclosed in confidence by one Party (“**the Disclosing Party**”) to the other Party (“**the Receiving Party**”), whether before or after the Effective Date and concerning the business, commercial and/or financial affairs of the Disclosing Party or any of its affiliates, and includes inter alia all documents, data and other information of whatever nature used by the parties.
- 1.10 “**Content**” means simulation tax directives held by the Content Providers in respect of a Data Subject, provided in electronic form to the Gravitas Systems. The simulation tax directive might include IT88 information subject thereto that it reflects on the Content Providers system. The Service Provider however cannot give any guarantee that IT88 information will always pull through to the simulation tax directive and it ultimately remains the responsibility of the Client to ensure that the information appearing on the simulation tax directive corresponds with the information held by SARS.
- 1.11 “**Content Provider**” means the entities with whom the Service Provider has entered into an agreement with for the purpose of providing the Content.
- 1.12 “**Content Provider Systems**” means all systems, used by the Content Provider to receive and send a Query and to receive the Content on the Gravitas Systems.
- 1.13 “**CPI**” means the weighted annual average consumer price index for all areas and all items, as published, from time to time, by Statistics South Africa in the Government Gazette.

- 1.14 **"Cybersecurity Incident"** means any unauthorized access, use, disclosure, disruption, modification, or destruction of information systems or data.
- 1.15 **"Data Subject"** means the person to whom Personal Information relates.
- 1.16 **"Data Breach"** means any incident where Personal Information is accessed, disclosed, altered, or destroyed without authorization.
- 1.17 **"Directors"** means the board of directors of the Service Provider from time to time, and **"Board"** has a corresponding meaning.
- 1.18 **"Disclosing Party"** means any party disclosing Confidential Information pursuant to the terms and conditions of this Agreement. Either party may be the Disclosing Party as the context requires.
- 1.19 **"Excess Amount"** means the transaction amount consumed in addition to the monthly subscription amount and as more fully described in clause 5.
- 1.20 **"Failed"** means that the system does not recognise the Data Subject. It relates to the Data Subject's ID number or Tax Number being inserted incorrectly while loading a Data Subject.
- 1.21 **"FSCA"** means the Financial Service Conduct Authority.
- 1.22 **"FSP"** means the Financial Services Provider.
- 1.23 **"Go Live Date"** means the date on which the Services is activated to be used by the Client. For purposes of this Agreement the Go Live Date shall be the commencement date.
- 1.24 **"Gravitas Database"** means the database from and through which the Client can request Personal Information in respect of a Data Subject from the Content Providers and receive a response.
- 1.25 **"Gravitas Systems"** means all systems used by the Service Provider to receive a Request and/or Content and to send a Query and a Reply as well as to maintain the Client Database of requests received and responded to, which are owned by the Service Provider and/or by any third party contracted with the Service Provider.
- 1.26 **"Individual"** refers to, depending on the product and instruction type:
  - 1.26.1 a member (i.e. an investor in a Pension Preservation, Provident Preservation, Retirement Annuity, or Umbrella Retirement Fund); and/or
  - 1.26.2 a non-member spouse (i.e. the member's ex-spouse); and/or
  - 1.26.3 an annuitant (i.e. an investor in a Living Annuity); and/or
  - 1.26.4 an executor of an estate (i.e. the person appointed by the Master of the High Court to handle the deceased member's estate).
- 1.27 **"Information"** means the Content, or a combination of the Content received from the Content Providers, sent by the Service Provider to the Client Systems in the form of a Reply.
- 1.28 **"Initial Period"** means the duration for which this Agreement shall be effective and is more fully described in clause 4.
- 1.29 **"Intellectual Property Rights"** means all copyrights, all rights conferred under statute, common law or equity in relation to all inventions (including patents), registered and unregistered trademarks, registered and unregistered designs, circuit layouts, trade secrets and confidential information and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including all rights to apply for any of the aforementioned.
- 1.30 **"Law"** means the common law and any applicable constitution, statute, by-law, proclamation, regulation, rule, notice, treaty, directive, code of practice, charter, judgement or order having force of law and any interpretation of any of them by any court or forum of law.

- 1.31 **"Maintenance Hours"** means the hours per annum that the Service Provider shall provide assistance to the Client in relation to the Services and/or Gravitax Systems. For purposes of this Agreement, the Maintenance Hours is as set out in the Transactional Schedule.
- 1.32 **"Personal Information"** means the personal information (as defined in the Protection of Personal Information Act, 4 of 2013 ("POPIA")) relating to a Data Subject and as requested by the Client.
- 1.33 **"Professional Indemnity Insurance"** means insurance coverage protecting against claims arising from professional services, errors, or omissions.
- 1.34 **"Query"** means an electronic request send by the Gravitax Systems to the Content Provider Systems.
- 1.35 **"Recipient"** means any Party or its representative receiving Confidential Information from the Disclosing Party pursuant to the terms and conditions of this Agreement. Either Party may be the Recipient as the context requires.
- 1.36 **"Reply"** means the Information electronically provided by the Gravitax Systems to the Client Systems.
- 1.37 **"Request"** means an electronic request send by the Client Systems to the Gravitax Systems.
- 1.38 **"Responsible Party"** means any other person which alone or in conjunction with others determines the purpose of and means for processing Personal Information for purposes of the Services that are provided. The Responsible Party shall be the Client.
- 1.39 **"Services"** means the services rendered by the Service Provider to assist the Client to comply with the Financial Advisory and Intermediary Services Act 37 of 2002 ("the FAIS Act") by enabling the Client to obtain Personal Information in respect of a Data Subject by submitting a Request to and receiving a Reply from the Content Providers via the Gravitax Systems.
- 1.40 **"Service Charges"** means the monetary amounts, charged by the Service Provider to the Client whether by way of transactional or services fees and is more fully described in clause 5.
- 1.41 **"Software"** means the application software developed by the Service Provider, which shall include all future upgrades, modifications, extensions and enhancements thereto and documentation and media associated therewith.
- 1.42 **"Staff"** means any employee, independent contractor, agent, consultant, sub-contractor or other representative of the other Party.
- 1.43 **"Support Services"** means the services to be provided by the Service Provider to the Client during Work Hours in respect of the Software which include the following:
- 1.43.1 provision of training material to administrators and users in the use of the Software; and/or
  - 1.43.2 e-mail support at [hello@gravitastax.co.za](mailto:hello@gravitastax.co.za) in accordance with the provisions as set out in **Annexure "GT2"**; and/or
  - 1.43.3 correction of critical errors in the Software.

## **2. RECORDAL**

- 2.1 The Client wishes to appoint the Service Provider to render the Services with effect from the Commencement Date and the Service Provider undertakes to supply the Services to the Client on the terms and conditions as contemplated in this Agreement.
- 2.2 The services supplied by Gravitas tax shall include all tax simulations, and more in particular:
  - 2.2.1 simulation tax directive using third party integration and the assumptions; and/or
  - 2.2.2 simulations specifically focused on the savings component of retirement funds (Two pot); and/or
  - 2.2.3 commutation of living annuity simulation; and/or
  - 2.2.4 withdrawal simulations; and/or
  - 2.2.5 retirement simulations; and/or
  - 2.2.6 retrenchment simulations; and/or
  - 2.2.7 death simulations.
  - 2.2.8 Maintain and provide, upon request, documentation of all processing activities performed on behalf of the Client in accordance with POPIA requirements
- 2.3 These simulations are based on certain assumptions, which are proprietary and confidential to Gravitas Tax. By utilizing Gravitas Tax services, the user acknowledges and accepts that these assumptions may impact the accuracy of the simulation, which is intended only as an estimate of the tax payable and may differ from the actual tax directive.
- 2.4 Exclusions to tax simulations are further contained in par 11 hereof.
- 2.5 These functions will be supplied by means of web-based technology and the link for requesting and obtaining Personal Information in respect of the Data Subject, between the Client and the Content Provider, will be provided by the Service Provider.
- 2.6 All prior agreements entered into between the Parties with respect to the subject matter set out herein will be sub ceded by this Agreement.

## **3. DURATION, RENEWAL AND TERMINATION**

- 3.1 The Agreement shall commence on the Commencement Date and shall endure for the Initial Period, unless the Agreement is terminated in terms of clauses 3.3 and/or 23.
- 3.2 The Agreement will be for an initial period of 12 months, whereafter it will continue on a month-to-month basis and can be terminated as set out in clauses 3.3 and/or 15.
- 3.3 The Agreement may be terminated by either Party in the following events:
  - 3.3.1 at any time during the duration of the initial period; and/or

3.3.2 at the end of the Initial Period and/or automatic renewal period

provided that the Party who elects to terminate this Agreement shall give the other Party at least 1 (One) month's written notice of its intention to terminate the Agreement.

#### **4. SERVICE CHARGES**

- 4.1 All prices in respect of the Services shall be determined by the Service Provider as set out in **Annexure "GT1"**.
- 4.2 The Service Charges shall consist of a monthly fee in respect of the subscription band as mutually agreed upon by the Parties and is payable monthly in arrears.
- 4.3 It is recorded should the Client be required to exceed the subscription band referred to in clause 4.2 the Client shall have the right to request a further additional transaction amount (also referred to as top-up's in **ANNEXURE "GT1"**) to be added to the Client's account and the prescribed fee will be added to the Client's account and be debited in arrears in the following month by the Service Provider.
- 4.4 The Service Charges shall annually escalate at the rate of CPI, on 1 January each year, but the service provider may escalate the charges at a rate of more or less than the rate of CPI.
- 4.5 The Service Provider shall give the Client 30 (Thirty) days' notice of the proposed rate of escalation in respect of the Service Charges as referred to in clause 4.4 above.
- 4.6 In the event that the escalation of the Service Charges exceeds the escalation set out in clause 4.4, the aforementioned escalation shall be determined upon mutual agreement by the Parties and is subject to the Client's right to terminate the Agreement as outlined in clause 3.3.
- 4.7 VAT Treatment:
  - 4.7.1 Individual User Packages (as per Annexure GT1, section 3.1): All amounts are inclusive of VAT.
  - 4.7.2 Corporate User Packages (as per Annexure GT1, section 3.2): All amounts are exclusive of VAT, which shall be added at the applicable rate.
  - 4.7.3 All other services and charges under this Agreement shall be exclusive of VAT unless specifically stated otherwise.
- 4.8 The Client shall neither be entitled to withhold payment of any amount in respect of the Service Charges in terms of this Agreement to satisfy any claim arising from this and/or any other agreement between the Parties, nor will the Client be entitled to set-off such amount against the amount payable to the Service Provider in terms of this Agreement. The Client's payment obligation is conditional upon receipt of a valid tax invoice.

## **5. SUB-CONTRACTING BY THE SERVICE PROVIDER**

- 5.1 The Service Provider shall not, without the prior written consent of the Client, enter into any sub-contract with any other service provider for the performance of this Agreement or any part thereof.
- 5.2 Notwithstanding the Client's consent to sub-contracting any portion of this Agreement, the Service Provider shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of Services in terms of this Agreement or any part thereof.
- 5.3 In the event that the Client is of the opinion that the performance and/or working standards of the sub-contractor is not satisfactory, the Client shall notify the Service Provider with the reasons.
- 5.4 The Service Provider shall investigate such allegations and shall provide the Client with its written response within 10 (Ten) business days from the date of the complaint. Feedback shall be given and if the Client is not satisfied notice of cancellation may be given.

## **6. CHANGE IN SYSTEMS**

- 6.1 Each Party shall furnish the other Party with prior notice of any intention to alter any material elements of its systems.
- 6.2 Each Party agrees to maintain a properly managed control management process during the process of any such alteration.

## **7. WARRANTIES**

- 7.1 The Parties warrant that it will use its best endeavours and that it will execute all due diligence in complying with its obligations as set out in this Agreement.
- 7.2 No warranty, representation, undertaking, guarantee or other term or condition of whatever nature whether expressed or implied which is not contained in this Agreement shall be binding.
- 7.3 The Client warrants that:
  - 7.3.1 the Information provided by the Service Provider will not be used for the purpose of providing financial advice but only for information purposes to the Data Subject and will not be used by the Client for any other purpose of whatsoever nature, except if specifically agreed to otherwise in writing by the Data Subject; and/or
  - 7.3.2 the Information provided by the Service Provider will be processed and kept confidential at all times in line with relevant industry legislation and will not be made available to any party other than the Data Subject and itself; and/or
  - 7.3.3 it and/or any of its agents and employees providing financial advice and/or intermediary services, meet the requirements of a representative as defined in the FAIS Act or has delegated authority from an Authorized Financial Services Provider; and/or
  - 7.3.4 it has been authorized by the Data Subject to request the Personal Information pertaining to such Data Subject in the form as set out in **Annexure "GT4"**.

- 7.4 Notwithstanding anything elsewhere contained in this Agreement and in the event that the Client or its representative/s breach the warranties as contemplated in clause 7.3, the Service Provider reserves the right to immediately terminate the Client's access to the Gravitas Systems and may take any other action it deems necessary to protect the interests of itself, the Content Provider and/or the Data Subject, which shall include the remedies as provided in clause 23.
- 7.5 The Information provided by the Service Provider to the Client in a reply is based on the Information received from the Content Providers and the Service Provider does not warrant the correctness or completeness of the Information contained in the aforementioned Reply.
- 7.6 The Services provide information and analysis and informational purposes only, and do not constitute financial advice.
- 7.7 Service Limitations and Client Acknowledgments:
- 7.7.1 Client acknowledges that generated tax simulations are estimates only and may differ from actual SARS directives due to factors beyond Service Provider's control.
- 7.7.2 Client accepts full responsibility for verifying accuracy before providing advice to Data Subjects.
- 7.7.3 Service Provider's liability is limited to providing simulations based on available data and proprietary algorithms.
- 7.7.4 Client warrants that it has appropriate professional indemnity insurance covering its use of the Services.

## **8. USE OF INFORMATION AND LIABILITY**

- 8.1 A Reply provided by the Service Provider in terms of this Agreement, shall in no way be construed as an opinion of the Service Provider in respect of the solvency, financial standing, creditworthiness, integrity or motives of a Data Subject.
- 8.2 Use of the Reply and/or the Information requires the Client to use its own skill and judgement.

## **9. INDEMNITY**

- 9.1 The Client indemnifies the Service Provider and/or Content Provider as the context may require against any claim which may occur in the following events:
- 9.1.1 where the required authorization of the Data Subject as contemplated in clause 7.3.4 was not obtained; and/or
- 9.1.2 unauthorised use of the Gravitas Systems and/or the use of a Reply, as a whole or any portion thereof by any person in its personal and/or representative capacity of the Client; and/or
- 9.1.3 where the Client used the Information for providing financial advice to the Data Subject and/or make the aforementioned available to third parties.
- 9.2 It is recorded that for purposes of this Agreement, the Service Provider in its capacity as agent for the Content Provider, acknowledges the indemnity given in favour of the Content Provider as contemplated in clause 9.1.



## **10. SIMULATION TAX DIRECTIVES**

10.1 The Client understands that the Service Provider will request a simulation tax directive using third party integration and the assumptions. The simulation tax directive will not reflect the below information that reflects on the third-party simulation:

10.1.1 Exemption and deductions allowed in terms of the 2nd Schedule to the Act; and/or

10.1.2 Vested rights pre-1 March 1998; and/or

10.1.3 Amount transferred; and/or

10.1.4 Own contribution to provident fund; and/or

10.1.5 Contributions not previously taken into account; and/or

10.1.6 Transferred divorce benefit previously taxed; and/or

10.1.7 Amount exempted based on services outside the Republic; and/or

10.1.8 AIPF member transfer contributions; and/or

10.1.9 Exempt amount of the gain under section 10(1) (o)(ii); and/or

10.1.10 Transfer from pension fund (after tax amount); and/or

10.1.11 Full benefit used to purchase an annuity:

10.2 The simulation tax directive might include IT88 information subject thereto that it reflects on the Content Providers system. The Service Provider however cannot give any guarantee that IT88 information will always pull through to the simulation tax directive and it ultimately remains the responsibility of the Client to ensure that the information appearing on the simulation tax directive corresponds with the information held by SARS.

10.3 Public Sector Funds and Calculator Use Disclaimer

10.3.1 Exclusion of Public Sector Fund Simulations: Gravitas Tax does not provide simulations for public sector funds, as relevant data for these funds is maintained directly by the fund administrators and is not accessible to Gravitas Tax.

10.3.2 Public Sector Calculator: Gravitas Tax offers a public sector calculator, which is distinct from our simulation services and is designed solely to help estimate any additional tax-free amount a client may have. This calculator does not constitute a simulation and should be used in conjunction with standard simulations to approximate the total tax. However, Gravitas Tax makes no guarantees regarding the accuracy of the calculator's output.

10.3.3 User Responsibility and Assumption of Risk: Users who utilize the public sector calculator to determine estimated tax amounts do so at their own risk and discretion. Gravitas Tax disclaims all liability for decisions or outcomes based on calculations derived from the public sector calculator.

## **11. SIMULATION ASSUMPTIONS, LIMITATIONS, AND LIABILITY**

- 11.1 Purpose of Simulations: Gravitas Tax also provides simulations specifically focused on the savings component of retirement funds. These simulations are based on certain assumptions, which are proprietary and confidential to Gravitas Tax. By utilizing Gravitas Tax services, the user acknowledges and accepts that these assumptions may impact the accuracy of the simulation, which is intended only as an estimate of the tax payable and may differ from the actual tax directive.
- 11.2 Liability Disclaimer: Gravitas Tax will not be liable for any discrepancies or inconsistencies between the simulation provided and the actual tax directive issued. The user accepts that simulations are approximations, and Gravitas Tax cannot guarantee exact alignment with final tax directives.
- 11.3 Scope of Simulations and Income Information: Gravitas Tax simulations for the savings withdrawal benefit do not incorporate the user's annual income and instead rely solely on information received from our third-party integration partner. Any limitations in this data reflect the data received, and Gravitas Tax holds no liability for outcomes based on third-party data.
- 11.4 Responsibility for IT88 Notifications: IT88 notifications may or may not appear in Gravitas Tax simulations. It is the sole responsibility of the adviser to verify the accuracy and relevance of any IT88-related information reflected in the simulation. Gravitas Tax disclaims liability for any inconsistencies or issues pertaining to IT88 notifications.

## **12. OWNERSHIP AND USE OF INFORMATION**

- 12.1 The Information contained in a Reply shall remain the sole property of the Data Subject and shall not be used for any other purpose, except as authorized by the Data Subject.
- 12.2 The Authorised User, who requested the Information on behalf of the Data Subject shall be the only user of the Information contained in a Reply.
- 12.3 The Client shall not use the Information other than to meet the requirements as defined by the Data Subject, including but not limited to the provision of a Data Subject's needs analysis.

## **13. INTELLECTUAL PROPERTY RIGHTS**

- 13.1 The Parties acknowledge that:
  - 13.1.1 in the course of rendering and/or receiving the Services as contemplated in this Agreement, whether as the Service Provider or the Client, each Party has or will obtain access to the Intellectual Property of the other Party; and/or
  - 13.1.2 the Intellectual Property Rights pertaining to the Intellectual Property of each Party, shall vest in that Party and the other Party undertakes to protect the aforementioned Intellectual Property Rights during the duration of this Agreement; and/or
- 13.2 Subject to clause 13.1, the Service Provider shall retain title to all Intellectual Property Rights embodied in the Software or Software Documentation and the Client acknowledges that any and/or all of the Intellectual Property Rights used or

embodied in or in connection with the Software and the Software Documentation are and will remain the sole property of the Service Provider.

#### **14. LIMITATION OF LIABILITY**

- 14.1 Notwithstanding anything contained in this Agreement, the Service Provider's liability for any breach or default of whatsoever nature, if such liability is applicable, shall not exceed the value of 12 (Twelve) months' monthly payments or the amount of Professional Indemnity Insurance cover which the Service Provider may have in place at the time of such liability arising, and provided that any action which may be instituted against the Service Provider by the Client must be instituted within 12 (Twelve) months of the event giving rise to such liability failing which the Client will be barred from instituting any proceedings against the Service Provider.
- 14.2 In addition to and without prejudice to any other indemnity or obligation contained or contemplated in this Agreement, and save for where statutory liability cannot be excluded, the Parties hereby indemnify each other, its directors, partners, officers, employees, representatives and agents and holds them so indemnified and harmless in full against any claim (including but not limited to legal costs incurred in defending any third party claims or enforcing this indemnity) by any third party against the other Party, attributable to or arising (whether directly or indirectly) from that Party's fault or negligence or default in respect of any of its obligations in terms of this Agreement and/or its annexures or attributable to or arising from any act or omission on the part of that Party.
- 14.3 No liability for indirect, consequential, or punitive damages including lost profits or business interruption.
- 14.4 Liability exclusions do not apply to damages caused by gross negligence, wilful misconduct, or data breaches due to inadequate security measures.
- 14.5 All claims must be brought within 12 months of the incident giving rise to liability.

#### **15. PROFESSIONAL INDEMNITY AND INSURANCE**

- 15.1 Service Provider Insurance Requirements:
  - 15.1.1 Service Provider shall maintain professional indemnity insurance with minimum coverage of R10,000,000 per claim.
  - 15.1.2 Insurance shall specifically cover data breaches, and professional services liabilities.
  - 15.1.3 Annual insurance certificates shall be provided to Client upon request.
- 15.2 Client Insurance Obligations:
  - 15.2.1 Client warrants maintenance of appropriate professional indemnity insurance covering its advisory services.
  - 15.2.2 Client's insurance shall cover its use of Service Provider's simulations in providing financial advice.
- 15.3 Third-Party Claims:
  - 15.3.1 Service Provider shall indemnify Client against claims arising from Service Provider's gross negligence or wilful misconduct.

- 15.3.2 Client shall indemnify Service Provider against claims arising from Client's unauthorized use of simulations or breach of data protection obligations.

## **16. DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION**

### **16.1 The Recipient acknowledges that:**

- 16.1.1 the Confidential Information is a valuable, special and commercial asset of the Disclosing Party; and/or
- 16.1.2 the Disclosing Party may suffer irreparable harm or economic and other loss in the event of such Confidential Information being disclosed or used otherwise than in accordance with this Agreement; and/or
- 16.1.3 All Confidential Information disclosed by the Disclosing Party to the Recipient or which otherwise comes to the knowledge of the Recipient or to which it gains access, is acknowledged by the Recipient to be proprietary to Disclosing Party, and not to confer any rights of whatsoever nature in such Confidential Information on the Recipient.

### **16.2 The Recipient irrevocably and unconditionally agrees and undertakes:**

- 16.2.1 to treat and safeguard the Confidential Information as strictly private, secret and confidential; and/or
- 16.2.2 not to use or permit the use of the Confidential Information, whether directly or indirectly, to obtain a commercial, trading, investment, financial or other advantage over the Disclosing Party, or otherwise use it to the detriment the Disclosing Party; and/or
- 16.2.3 except as permitted by this Agreement, not to disclose or divulge, directly or indirectly, the Confidential Information in any manner to any third party for any reason or purpose whatsoever without the prior written consent of the Disclosing Party, which consent may be granted or withheld in the sole and absolute discretion of the Disclosing Party, provided that where such consent is granted, the Recipient shall at all times remain liable for the actions of such permitted Recipient that would constitute a breach of this Agreement; and/or
- 16.2.4 not to copy, reproduce, publish, compile or utilize the Confidential Information by any means without the prior written consent of the Disclosing Party, it being recorded that any copies in whatever form, shall be and remain the property of the Disclosing Party; and/or
- 16.2.5 to keep all Confidential information safely and securely and to take all such steps as may be reasonably necessary to protect it against theft, damage, loss, unauthorised access and use (including access by electronic means) and to prevent Confidential Information from falling into the hands of unauthorised third parties.

### **16.3 The Recipient's non-disclosure obligations in accordance with this Agreement shall remain binding on the Recipient for the duration of this Agreement, and after the termination of this Agreement for whatever reason.**

### **16.4 Should the Recipient breach the confidentially undertaking given by it to the Disclosing Party as set out in this Agreement, the Disclosing Party in addition to any**

other legal rights and remedies it has in terms of this Agreement or in law, shall be entitled forthwith and without further notice to the Recipient:

16.4.1 to apply to court of competent jurisdiction by way of urgent proceedings to interdict or restrain the Recipient from perpetuating or continuing such breach or doing or permitted anything to be done with constitutes a breach of any such confidentially undertaking; and/or

16.4.2 elects to exercise its right to interdict or restrain the Recipient as aforesaid and to claim from the Recipient, damages both direct or consequential, which the Disclosing Party may have suffered, arising from such breach.

## **17. RESOLUTION OF DISPUTES IN RESPECT OF CLIENT AUTHORISATION**

17.1 In the event that a complaint is received by the Service Provider and/or Content Provider in respect of the Data Subject's authorization obtained in the form as set out in **Annexure "GT4"** the complaint will be dealt with as follows:

17.1.1 The Service Provider will forward the complaint to the affected party; and/or

17.1.2 The Service Provider will request the authorisation in dispute from the Client directly or indirectly on behalf of the Service Provider.

17.2 In the event that the Client is unable to provide the requested documentation within 3 (Three) business days, the Service Provider shall immediately be entitled to suspend the Services and to convene an investigation. The outcomes of the aforementioned investigation will be provided to the Parties within 30 (Thirty) business days of receipt of the complaint and shall be binding on the Parties.

17.3 Should the outcome as contemplated in clause 17.2 indicate:

17.3.1 that the Client's conduct constitutes a breach of the warranty as contemplated in clause 7.3 and that such conduct is of such a nature that the Services will be immediately terminated, the dispute will be referred to the relevant Content Provider and/or FSP in accordance with the FAIS Act for further handling; and/or

17.3.2 that the required authorization was obtained, the Service Provider will immediately re-instate the Services.

17.4 Notwithstanding clause 17.2, the Service Provider shall have the right to immediately suspend the Services, from the date that it becomes aware of a complaint and/or has good grounds to suspect a lack of authorization as envisaged herein, until the outcomes of the investigation as contemplated in clause 17.2 is disclosed to the Parties.

## **18. MONTHLY AUDIT AND COMPLIANCE REQUIREMENTS**

18.1 Monthly Audit Requirement: Gravitas Tax shall conduct monthly audits to ensure compliance with our client consent and data security policies. As part of these audits, advisers must provide a client consent form, signed by each client, authorizing the adviser to request tax directive simulations on the client's behalf. The signed consent form must clearly state that the client has granted permission for the specific purpose of obtaining a tax directive simulation.

- 18.2 Non-Compliance and Account Access: Advisers who fail to provide the required consent forms during audits will be subject to restricted access, which may include suspension or closure of their Gravitas Tax accounts until compliance is verified.
- 18.3 Account Security and Confidentiality: Advisers are strictly prohibited from sharing login credentials or using another adviser's account under any circumstances, as Gravitas Tax handles sensitive client data. Violations of this policy, including sharing or misuse of login information, will result in immediate restriction of account access and may lead to permanent account suspension.

## 19. SUPPORT, CLASSIFICATION AND ESCALATION

- 19.1 The Service Provider shall provide the Support Services to the Client as requested from time to time and as set out in **Annexure "GT2"**.
- 19.2 In the event that the Support Service as set out in **Annexure "GT2"** is not deemed rendered by the Service Provider to the satisfaction of the Client, the Client may escalate the issue to the second line escalation route which shall consist of the following:
  - 19.2.1 where the Support Service is suspended in agreement with the Client; and/or
  - 19.2.2 where the Support Service has been referred back to the Client for further classification; and/or
  - 19.2.3 where the Support Service has been referred to a third party. In the aforementioned event and upon request of the Client, the Service Provider will provide the Client with full details of the investigations and outcomes.
- 19.3 Service Provider shall provide comprehensive user documentation and initial training for Client's authorized users. Client is responsible for ensuring all users receive appropriate training before accessing the system. Service Provider shall notify Client when system changes require additional training.

## 20. SUNDRY OBLIGATIONS OF THE CLIENT

- 20.1 The Client agrees and undertakes:
  - 20.1.1 to submit Requests to the Gravitas Systems in accordance with the specifications as set out in **Annexure "GT3"**; and/or
  - 20.1.2 to ensure that only persons who are Authorised Users and who have the written authorization from the Data Subject as set out in **Annexure "GT4"** shall submit a Request regarding the Information of a Data Subject. It is recorded that the Client shall retain the aforementioned authorisations and shall ensure that the authorisations comply with the requirements of the Content Providers; and/or
  - 20.1.3 upon requesting and receiving written notice of the Service Provider, make available all records relating to the Data Subject's authorisation, or upon request of the Service Provider send all Data Subject's authorisation within 3 (Three) business days; and/or
  - 20.1.4 to pay all costs relating to the connectivity between the Client Systems and/or the Gravitas Systems, and shall include any costs relating to maintaining its

systems as agreed upon on the commencement date of the Agreement together with any fee escalations; and/or

20.1.5 to notify the Service Provider of an Authorised User who will submit Requests on its behalf, and to provide the relevant information to enable the Service Provider to update, via the Gravitas Systems, the Client Database, which shall include the removal of an Authorised User from the Client Database where the Authorised User does not meet the requirements of a representative in terms of the FAIS Act; and/or

20.1.6 to prevent unauthorized access to the Gravitas Systems via its systems and when it becomes aware of any unauthorised access to the Gravitas Systems via its systems, to notify the Service Provider accordingly, provide its full cooperation in respect of any investigations as referred to in clause 16 which may be conducted by the Service Provider and take steps as may be required to prevent a recurrence of the aforementioned and to mitigate the effects of such breach; and/or

20.1.7 shall at all times ensure that it complies with the provisions of POPIA as more fully described in clause 23; and/or

20.1.8 to solely use the simulation tax directive, as described in clause 11 above, as an indication of tax payable and understand that the information could vary from the actual tax directive due to various factors and will in no form serve as a guarantee. It remains the financial advisor's responsibility at all times to ensure that the Data Subject is aware of the actual tax directive before it is finalised. GRAVITAS will not be held responsible for any advice based on the simulation tax directive; and/or

20.1.9 to inform the client that the simulation tax directive is only a simulation and could differ from the actual directive due to various factors. This is due to the fact that the Service Provider uses an assumption of a default fund which could cause the simulation to differ from the actual directive. The Service Provider also uses an assumption that retrenchment simulation tax directives is calculated on retirement due to ill health. The Service Provider uses a default address as well as default contact details.

## **21. SUNDRY OBLIGATIONS OF THE SERVICE PROVIDER**

21.1 The Service Provider shall:

21.1.1 update its systems on a continuous basis in order to ensure that the aforementioned conform with the current version of the integrated operating platform which shall include the application and/or operating systems Software; and/or

21.1.2 in addition to clause 22.1.1, ensure that all licenses and/or authorization that may be required remain current for the duration of this Agreement; and/or

21.1.3 respond to a Request from the Client upon receipt and provide the Reply in response to the Request upon receipt from the Content Provider Systems; and/or

21.1.4 sent the Query to the Content Provider Systems and receive the Content relating to the aforementioned; and/or

- 21.1.5 be responsible and liable for the costs relating to the maintenance of its systems; and/or
- 21.1.6 supply, in electronic form, access codes, passwords or other identification to the nominees of the Client; and/or
- 21.1.7 ensure that its systems are available during Work Hours to:
  - 21.1.7.1 receive the Request and the Content; and/or
  - 21.1.7.2 send the Query to the Content Provider Systems; and/or
  - 21.1.7.3 provide the Reply to the Client Systems
- 21.1.8 ensure that the person seeking access is registered as an Authorised User; and/or
- 21.1.9 shall be responsible to secure the Information within its system; and/or
- 21.1.10 use its best endeavours to ensure that there will be no intrusion, whether in the form of a virus, any disabling code or otherwise, into the Client Systems via the Gravitas systems; and/or
- 21.1.11 at its expense, maintain the Client Database during the Work Hours and update the aforementioned upon notification of the Client; and/or
- 21.1.12 at the request of the Client, provide all necessary documentation, technical assistance and support to enable the Client to interface with its systems, including any future upgrades and enhancements to its systems; and/or
- 21.1.13 maintain audit trails of all transactions pertaining to every Request, Query, Content and Reply made via its systems relating to all of the Data Subjects or any Content Providers, which audit trails shall be available upon request; and/or
- 21.1.14 shall have the right to refuse to provide a Reply where the Service Provider:
  - 21.1.14.1 has any reason to doubt the authorization of a Data Subject; and/or
  - 21.1.14.2 the good faith of the Client, the Authorised User or any person acting for and/or on behalf of the Client; and/or
  - 21.1.14.3 if the Service Provider has reason to believe that the person does not comply with the definition of a Representative as contemplated in FAIS; and/or
  - 21.1.14.4 if the person no longer has delegated authority from the authorized Financial Services Provider as defined in the FAIS Act; provided that its systems shall only be considered to be available if it can receive the Request from the Client, the Content from Content Provider Systems and provide the Client with the Reply in an executable and readable form; and/or
  - 21.1.14.5 shall when becoming aware of any unauthorised access to the Client Systems *via* its systems and to notify the Client, convene an investigation as contemplated in clause 8 and



take such steps as may be required to prevent a recurrence thereof and to mitigate the effects of such breach; and/or

21.1.14.6 to ensure that it complies with the provisions of POPIA at all relevant times and as more fully described in clause 23.

## **22. PROTECTION OF PERSONAL INFORMATION**

- 22.1 Unless required by law, the Service Provider shall process the Personal Information only on behalf of the Client and in compliance with its instructions and this Agreement, and for the purposes connected with the provision of the Services and/or as specifically otherwise instructed and/or authorised by the Client in writing.
- 22.2 The Service Provider warrants that it shall secure the integrity and confidentiality of the Personal Information in its possession and/or control by taking appropriate, reasonable technical and organisational measures to prevent loss of, or damage to, or unauthorised destruction of the Personal Information, or unlawful access to or processing of the Personal Information.
- 22.3 The Client undertakes and confirms that it shall obtain the required consent of the Data Subject in respect of the processing of Personal Information as contemplated in POPIA.
- 22.4 Upon termination of this Agreement and/or upon request by the Client, the Service Provider shall return any material containing, pertaining or relating to the Personal Information disclosed pursuant to this Agreement to the Client. Alternatively, the Service Provider shall, at the instance of the Client, destroy or return such material and shall certify to the Client that it has done so, unless the law prohibits the Service Provider from doing so. In that case, the Service Provider warrants that it will guarantee the confidentiality of the Personal Information and will not actively process the Personal Information any further.
- 22.5 Notwithstanding the provisions contained in this clause 23, the Parties shall be obliged and ensure that they adhere to the provisions of POPIA at all relevant times.
- 22.6 Enhanced Data Protection Measures:
  - 22.6.1 Service Provider implements military-grade encryption (AES-256) for all data in transit and at rest.
  - 22.6.2 Multi-factor authentication required for all system access.
  - 22.6.3 Regular security assessments and penetration testing conducted quarterly.
  - 22.6.4 24/7 security monitoring with automated threat detection.
- 22.7 Data Breach Notification:
  - 22.7.1 Service Provider shall notify Client within 24 hours of discovering any suspected data breach.
  - 22.7.2 Service Provider shall assist Client with Information Regulator notifications as required by POPIA.
  - 22.7.3 Comprehensive incident response plan maintained and tested bi-annually.

## 22.8 Client Audit Rights:

22.8.1 Client may conduct annual security and compliance audits with reasonable advance notice.

22.8.2 Service Provider shall provide full cooperation and documentation during audits.

22.8.3 Any identified deficiencies shall be remediated within 30 days.

## 22.9 Cross-Border Data Transfers:

22.9.1 Any international data processing shall comply with POPIA adequacy requirements.

22.9.2 Data localization maintained within South African borders unless explicitly authorized.

## 23. SUSPENSION OF SERVICES

23.1 In the event that the Client breaches any of the provisions contained in this Agreement, the Service Provider:

23.1.1 shall request the Client to remedy the aforementioned breach as contemplated in clause 26 (Breach) of this Agreement; and/or

23.1.2 failure by the Client to adhere to the aforementioned request:

23.1.2.1 then the Service Provider reserves the right to suspend the Services, without incurring any liability towards the Client, whatsoever.

23.2 In the event that the Service Provider breaches any of the provisions contained in this Agreement, the Client:

23.2.1 reserves the right to terminate the Service as set out in clause 4.3 of this Agreement. It is recorded that a *pro rata* repayment of the Service Charges as set out in clause 5 (Price) and **Annexure "GT1"** will become due and payable by the Service Provider to the Client.

## 24. DESTRUCTION OF INFORMATION UPON TERMINATION OF THE SERVICES

Upon termination of this Agreement and/or upon request by the Client, the Service Provider shall return any material containing, pertaining or relating to Personal Information. The Service Provider shall also securely destroy all derivative data, model artifacts, and cached information derived from Client data, and shall provide a certificate of destruction signed by the Chief Information Officer or equivalent position.

## 25. BREACH

25.1 In the event:

25.1.1 that the Client defaults in the payment of any amount falling due in terms of the Agreement; and/or

25.1.2 where all other specific remedies contained elsewhere in the Agreement have been exhausted should any of the parties ("the Defaulting Party") commit any breach of any term or condition of this Agreement and fail to

remedy such breach within 7 (Seven) days of receipt of a notice from aggrieved party ("the Aggrieved Party") calling upon the Defaulting Party to rectify such breach; and/or

25.1.3 the Aggrieved Party shall, without prejudice to any other rights which it may have, be entitled to immediately cancel this Agreement, and claim the damages as provided for herein.

25.2 In the event of the Agreement being terminated, for whatever reason, the Service Provider shall be entitled to immediately cease to deliver the Services, and to retract and/or withdraw the Software from the use of the Client.

25.3 In the event that any of the Parties became aware of unauthorized access to either Party's systems, the Party becoming aware of the aforementioned shall immediately notify the other Party. The Parties shall have the right to investigate such breach or attempted breach and the other Party shall give its full co-operation with such investigation. The Parties shall immediately upon detecting a breach or attempted breach, take such steps as are necessary to prevent a recurrence thereof and to mitigate the effects of such breach.

## **26. MAGISTRATE'S COURT JURISDICTION**

For the purpose of all or any proceedings hereunder, the Parties consent to the jurisdiction of the Magistrate's Court having territorial jurisdiction, notwithstanding that such proceedings are otherwise beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to Section 45 of the Magistrate's Court Act of 1944. Nevertheless, either Party shall have the right at its sole option and discretion to institute proceedings in any other competent court with jurisdiction.

## **27. FORCE MAJEURE**

27.1 If either Party should be prevented or restricted directly or indirectly from performing all or any of its obligations under this Agreement by reason of inter alia strike, labour dispute, lock-out, fire, explosion, flood, geological discontinuity, riot, war, epidemics, accident, Act of God, embargo, legislation, regulation or directive having the force of Law, shortage of or a breakdown in transportation facilities, failure in the power supply, or any other cause beyond its control anywhere in the world, which may directly affect either Party's performance all or any of which shall constitute force majeure for the purposes thereof, the Party so affected shall be relieved of performance of its obligations hereunder during the period that such event and its consequences shall continue, and shall not be liable for any delay or failure in the performance of any of its obligations hereunder or loss or damage whether general, special or consequential which the other Party may suffer due to or resulting from such delay or failure. This will be on proviso that notice shall be given by the Affected Party to the Unaffected Party at the earliest possible opportunity email of the occurrence of the event constituting the force majeure, together with details thereof and an estimate of the period of time for which it will endure.

27.2 At all times whilst the force majeure event shall continue, the Parties will engage at regular intervals to discuss and investigate and, if possible, to implement other practical ways and means of overcoming or avoiding the consequences of such

force majeure, so that the objectives, import and intent of this Agreement may be pursued without unreasonable delay.

- 27.3 The Affected Party will use its best endeavours to terminate the circumstances giving rise to the force majeure, and upon termination of the event giving rise thereto, will forthwith give notice thereof by email, to the Unaffected Party.
- 27.4 The Agreement will not, unless otherwise, agreed, by the Parties in writing, terminate by reason of intervention of force majeure for whatever period, and in respect of either Party. In the event that force majeure occurs as contemplated herein, the duration of this Agreement will be extended to take account of interruptions caused by such force majeure.

## **28. DISPUTE RESOLUTION AND ARBITRATION**

- 28.1 Any dispute arising out of this Agreement or the interpretation or cancellation thereof, both while in force and after its termination, or in relation to its validity, that have been resolved, shall be discussed between the Parties who will attempt, in good faith, to resolve such dispute. Should the Parties fail to resolve the dispute, it may be referred to arbitration. Arbitration shall be held in Cape Town unless otherwise agreed to and shall be held in a summary manner with a view to it being completed as soon as possible.
- 28.2 There shall be one arbitrator who shall be, if the question in issue is:
- 28.2.1 primarily an accounting matter, an independent Chartered accountant; and/or
- 28.2.2 primarily a legal matter, a Counsel; and/or
- 28.2.3 primarily a technical matter, a suitably qualified person; and/or
- 28.2.4 any other matter, a suitable qualified person.
- 28.3 The appointment of the arbitrator shall be agreed upon between the parties, but failing agreement between them within a period of 14 (Fourteen) days after the arbitration has been demanded, any of the parties shall be entitled to request the Chairperson for the time being of the Law Society of the Cape of Good Hope to make the appointment who, in making his appointment, shall have regard to the nature of the dispute and be final.
- 28.4 Subject to the other provision of this clause 29, each arbitration shall be held in accordance with the expedited Rules of the Arbitration Foundation of Southern Africa. The parties shall not be obliged to use AFSA to facilitate the arbitration proceedings.
- 28.5 The arbitrator shall be obliged to give in writing the reasons for any decision made by him in the course of the Arbitration.
- 28.6 The decision of the arbitrator shall be final and binding on the Parties and may be made an order of any court of competent jurisdiction. Each of the Parties hereby submit himself to the Cape Town High Court of South Africa should the other Party wish to make the Arbitrator's decision an order of court.
- 28.7 The provisions of this clause shall survive any termination of this Agreement.

- 28.8 Nothing in this clause shall preclude any Party from seeking any interim relief in any competent court having jurisdiction pending the institution of any arbitration proceedings in terms of this clause.

## **29. NOTICES AND DOMICILIA**

- 29.1 Each party chooses the address set out opposite its name below as its *domicilium citandi executandi* at which all notices, legal processes and other communications must be delivered for purposes of this Agreement:

29.1.1 the Service Provider:

Gravitas Tax (Pty) Ltd  
Liberty Building, Century Boulevard, Century City

29.1.2 the Client – As per the address provided during the sign-up process. The client will ensure that the correct address is always reflected on the Service Provider's system.

- 29.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing, but it shall be competent to give notice by e-mail.
- 29.3 Any notice by e-mail to a Party at its e-mail address shall be deemed, unless the contrary is proven, to have been received within 24 (Twenty Four) hours of transmission where it is transmitted during normal business hours or within 24 (Twenty Four) hours of the opening of business on the 1st business day after it is transmitted where it is transmitted outside those business hours. It is recorded that a notice sent by facsimile must be accompanied by an e-mail notice, and *vice versa*.
- 29.4 Notwithstanding anything to the contrary contained herein, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it, notwithstanding that was not sent to or delivered at its chosen *domicilium citandi et executandi*.

## **30. MISCELLANEOUS**

- 30.1 The Parties agree to act at all times in good faith and agree to perform any further acts and to execute and deliver any further documents, which may be necessary or appropriate to carry out the purposes and the implementation of the Agreement.
- 30.2 No addition to or variation, consensual cancellation or novation of the Agreement and no waiver of any right arising from the Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the Parties.

## **31. COSTS**

All legal costs incurred by the aggrieved party in consequence of any default of the provisions of this Agreement by the defaulting party shall be payable on demand by the aggrieved party on the scale as between attorney and client and shall include collection charges, the costs incurred by the aggrieved party in endeavouring to enforce such rights prior to the institution of legal proceedings and

the costs incurred in connection with the satisfaction or enforcement of any judgement awarded in favour of the aggrieved party in relation to its rights in terms of or arising out of this Agreement.

## **32. SIGNATURE**

32.1 The Agreement is signed by the Parties on the dates and at the places indicated below.

32.2 The persons signing the Agreement in a representative capacity warrant their authority to do so.

32.3 The Parties record that it is not required for the Agreement to be valid and enforceable that a Party shall initial the pages of the Agreement and/or have its signature of the Agreement verified by a witness.

Thus done and signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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### **Service Provider**

Name of Person: \_\_\_\_\_

Duly authorized to sign on behalf of the Service Provider

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### **Client**

Name of Person: \_\_\_\_\_

Duly authorized to sign on behalf of the Client

### **33. LIST OF ANNEXURES**

- 33.1. GT1: Service Charges;
- 33.2. GT2: Client Support;
- 33.3 GT3: Specifications
- 33.4. GT4: Data Subject's Consent

## ANNEXURE “GT1” SERVICE CHARGES

1. The Service Charges payable by the Client to the Service Provider will be calculated on a monthly subscription basis, which will allow the Client to request a fixed number of simulation tax directives, with top-up options available on certain subscription, (Defined as the Content) and which shall constitute every completed Request for which a Reply is furnished by the Service Provider and shall be calculated as follows:
2. The Client shall by electronic means nominate a subscription band applicable initially for each month thereafter, which band may be changed electronically by the Client from time to time, and which band will be represented as a rand value.
3. The Client shall be liable to pay a fixed monthly rate, subject to top-up requests, allowing the Client to request a certain number of complete Requests based on the following rates:

### Cost Structure and Pricing (Incl VAT):

- 3.1 Individual User Packages: Gravitas Tax offers three monthly subscription packages for individual users, each with a set limit on simulations:

- R149 per month for up to 3 simulations.
- R199 per month for up to 5 simulations.
- R349 per month for up to 10 simulations.

Any unused simulations will carry over to the following month, allowing users to maximize their monthly allocation. All prices include VAT.

- 3.2 Corporate User Packages: Gravitas Tax provides subscription options for corporate users, which include unlimited simulations based on the number of users:

- 1-10 users: R499 per month.
- 11-20 users: R1499 per month.
- 21-40 users: R3499 per month.

Pricing for larger corporate clients (over 40 users) will be determined at the discretion of Gravitas Tax. Larger corporate pricing excludes VAT.

Annual Fee Adjustment: Gravitas Tax reserves the right to adjust fees annually. However, any increase in fees will not exceed 10% per annum, ensuring cost stability for users.

- 3.3 Included in the charge per completed Request referred to in clause 3.1 and 3.2 above, payable in arrears by way of Payfast (the preferred payment gateway utilised by the Service Provider), is the connection fee and the fee used to cover any related administration costs.
- 3.4 The Client undertakes to purchase the selected subscription value monthly in arrears. The minimum subscription value which can be purchased will always be equal to 3 (Three) simulation tax directives per month.



- 3.5 All payments shall be made in arrears in accordance with the selected band, and any unused value in any month will be transferable to the following month. This is subject thereto that all the Client's fees are paid up. Any unused requests will automatically expire when the Agreement is terminated by either of the parties to the Agreement subject in line with Clause 4 of the Agreement.
- 3.6 The Client may not exceed the value for which the Client will be paying in arrears in respect of a particular month. The Client specifically needs to request the Service Provider for further allowance of transactions with the Service Provider, which will be agreed upon in writing and billed in line with the fees set out in this clause 3.1 and 3.2.
- 3.7 All Service Charges are payable monthly in arrears, and any excess amounts will be invoiced in the month following the month of the complete Request and is payable within 30 (Thirty) days of receipt of invoice.
- 3.8 The Client agrees to make payment of all amounts due in terms of the Agreement by way of a Payfast payment.
- 3.9 Invoices will be furnished by the Service Provider on a monthly basis and forwarded to the Client electronically.
- 3.10 The Client agrees that the Service Provider shall be entitled to levy administration charges in addition to the Services Charges as contemplated earlier in the Agreement.

## **ANNEXURE “GT2” CLIENT SUPPORT – ENQUIRIES, FAULT LOGGING AND ASSISTANCE**

1. Support Services is defined in clause 1 of the main agreement and further refers to only email support.
2. The support address for purposes of support is [hello@gravitastax.co.za](mailto:hello@gravitastax.co.za)
3. All enquiries shall be divided in the following severity levels:
  - 3.1 Critical – Complete degradation – all users and key functions affected. The Service is completely unavailable;
  - 3.2 Severe – Significant degradation – large number of users or key functions of the Services affected;
  - 3.3 Medium – Limited degradation – limited number of users or functions of the Services are affected. Business processes can continue;
  - 3.4 Minor – Small degradation – few users or one user affected. Business processes can continue.
4. The Service Provider will always endeavour to resolve the problems and/or enquiries as swiftly as possible
5. In all events the Service Provider will use its best efforts to resolve the problems as quickly as possible and will provide frequent progress reports to the Client.
6. In the event of a temporary workaround, the call enquiry shall be placed in a pending state until such time the fault is either resolved or closed by mutual consent
7. All call loggings shall be closed by the Service Provider upon the acknowledgement of the Client that all calls and/or requests have been successfully completed and the Gravitax Systems are in operation again.

## **ANNEXURE “GT3” SPECIFICATIONS**

### **1. REQUEST**

- 1.1 The Request made by a Client shall be in an electronic format, sent to the Gravitas Systems.
- 1.2 The Request shall include:
  - 1.2.1 the details of the Data Subject requesting the Information;
  - 1.2.2 the last name, ID number, initials and date of birth of the Data Subject in respect of whom Information is sought.
- 1.3 The Request in respect Information may include:
  - 1.3.1 the Identity Number of the Data Subject;
  - 1.3.2 tax number relating to the Data Subject.

### **2. QUERY**

- 2.1 The format of the Query sent by the Gravitas Systems to the Content Provider Systems shall be in electronic form.
- 2.2 Shall include a reference to:
  - 2.2.1 a code designated as referring to the Content Provider;
  - 2.2.2 a transaction request identity;
  - 2.2.3 a transaction type code;
  - 2.2.4 any other fields, which may be added or varied from time to time; and
  - 2.2.5 the contents of the fields provided for in the originating Request.

### **3. REPLY**

- 3.1 The information contained in the Reply shall be in electronic form and shall contain a reference to the originating Request, and the content of all of the field which will enable the Client to have access to the information in the form of a PDF document displaying the Tax Simulation, for viewing electronically or for printing:
- 3.2 The information in the Reply will consist of:
  - 3.2.1 tax information;
  - 3.2.2 a response containing information which gives a reason why no tax information was returned.
- 3.3 A reply that contains no tax information, but which gives a reason why no tax information was returned shall constitute an Information completed Request as defined in the Agreement.
- 3.4 A reply that contains no tax information and no response containing information which gives a reason why no tax information was returned shall constitute a “Not completed Request”.

## ANNEXURE “GT4” CONSENT TO OBTAIN INFORMATION

Bv Each client to complete individually.

Name of client			
Tax registration number			
Own equity / representative			
Representative			

I acknowledge the following:

1. I understand that when an individual requests a tax lump sum from a retirement product or living annuity, the company with whom the money is invested is required to deduct tax to pay over to the South Africa Revenue Service (SARS) before the amount is paid to the individual. SARS instructs how much tax must be deducted from the lump sum in the form of a 'tax directive'. Tax directives are not reversible, and I have been informed of the process and implications before going ahead.
2. Full and proper disclosure of relevant personal and private information about the client is important for purposes of providing financial advice.
3. Such information is furthermore required to determine my financial situation, financial needs and objectives and tax implications should I decide to make withdrawals on my investments.
4. Such information may include any information relating to, or interest in potential withdrawals from:
  - a. Pension Preservation Funds;
  - b. Provident Preservation Funds;
  - c. Retirement Annuity Funds;
  - d. Umbrella Retirement Funds
  - e. Living Annuity
5. My interests will be best served for stated purpose if any and all such information is provided by Gravitas, or any other institution providing a mechanism for the transmission of such Information.

I herewith give consent to the Financial Service Provider and / or his / her / its authorized user(s) below to obtain such tax directive simulation information through Gravitas:

Financial Services Provider:

FSP number:

Authorised user:

I/we confirm that the Financial Service Provider and / or his / her / its authorized user(s) will be acting on my/our behalf and I/we hereby waive any right to privacy only for the stated purpose. All information so obtained must be treated as confidential by the Financial Service Provider and / or his / her / its authorized user(s) and may not be made public in any way without my/our written consent.

This consent to obtain information will remain effective until cancelled by me/us in writing or  
This consent shall remain valid for a period of 12 months from the date of my signature.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Signature of client