

CASH MANAGEMENT AND ANCILLARY SERVICES AGREEMENT

Entered into between:

Fidelity Cash Solutions (Proprietary) Limited

Hereinafter referred to as "Fidelity Cash Solutions"

(Registration Number 2000/025082/07)

and

Nquthu Local Municipality

**(a municipality established in terms of the Local Government: Municipal Structures Act (No 117
of 1998))**

Hereinafter referred to as "Client"

WHEREBY THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS

In this agreement the following words shall have the meanings given to them hereunder:

- 1.1 "agreement" means the standard terms contained herein inclusive of all annexures;
- 1.2 "bag" means a tamper-evident sealed plastic bag supplied by Fidelity Cash Solutions to the Client;
- 1.3 "business day" means any day from 08H00 to 16H00 (other than a Saturday, Sunday or official public holiday in the Republic of South Africa);
- 1.4 "Cash Deposit Services" means collecting the Client's Money and taking it to a Bank and paying the Money into the Client's banking account;
- 1.5 "Cash Processing and Handling Services" means the provision of cash processing, cash supply and handling services;
- 1.6 "Client" means **Nquthu Local Municipality** with its principal place of business at **Private Bag X5521, Mdialose Street, Nquthu, 3135**;
- 1.7 "commencement date" means the date of commencement of this agreement as referred to in clause 4 herein;
- 1.8 "confidential information" means all information and documentation of the parties respectively, whether disclosed to or accessed by Fidelity Cash Solutions or the Client in connection with this agreement, including:
 - 1.8.1 with respect to the parties, all information of the parties, the parties' customers and other third parties doing business with the parties which information is not permitted to be disclosed;
 - 1.8.2 with respect to Fidelity Cash Solutions and the Client, the terms of this agreement; and
 - 1.8.3 any information developed with reference to the parties' information;
- 1.9 "container" means a portable, receptacle approved by Fidelity Cash Solutions for purposes of the Service.
- 1.10 "CPI" means the weighted average Consumer Price Index for the Republic of South Africa published by Statistical Services South Africa from time to time;
- 1.11 "custody" means the possession of Money from the moment of physical collection, against an official Fidelity Cash Solutions receipt, by Fidelity Cash Solutions employees, acting in the course and scope of their employment, in the performance of the Services until the physical delivery of the Money by the Fidelity Cash Solutions employee, against an official Fidelity Cash Solutions receipt;
- 1.12 "equipment" means any equipment supplied to the Client by Fidelity Cash Solutions;
- 1.13 "Fidelity Cash Solutions" means Fidelity Cash Solutions (Proprietary) Limited Registration Number 2000/025082/07 of Fidelity Corporate Park, 104D Mimosa Road, Roodepoort;

- 1.14 "money" means cash, bank and currency notes, cheques and traveller's cheques, promissory notes, credit card vouchers, tax redemption certificates, securities for money and other negotiable instruments, precious metals, precious and semi-precious stones and any other valuables;
- 1.15 "period" means a fixed period of **36 months** calculated from the commencement date and referred to in the Sales Order;
- 1.16 "parties" means Fidelity Cash Solutions and the Client and "party" shall mean either one of them;
- 1.17 "POPI" means the Protection of Personal Information Act, No. 4 of 2013, as amended from time to time, including any regulations and / or code of conduct made under the Act;
- 1.18 "service fees" means the monthly fees payable by the Client to Fidelity Cash Solutions in terms of this agreement and referred to in the Sales Order;
- 1.19 "Sales Order" means the order annexed hereto marked **Annexure "A"**;
- 1.20 "service" means the service to be provided by Fidelity Cash Solutions to the Client as detailed in the Sales Order;
- 1.21 "signature date" means the date on which this agreement is signed by the party signing last in time;
- 1.22 "site(s) and Premises" means the building/s and area, including parking and loading areas, in which the Client conducts its business and over which it exercises control.
- 1.23 "statutory increases" means any increases in the statutory minimum wages and/or benefits, price of motor fuel, any insurance premiums payable by Fidelity and any other unforeseen taxes, duties, levies, charges or expenses imposed upon Fidelity Cash Solutions or the security industry.
- 1.24 "unprotected consignment" means any consignment that does not have the protection of dye stain technology.
- 1.25 "Unlisted Companies" means companies whose shares are not available to general public for trading and not listed to stock exchanges.
- 1.26 "VAT" mean Value Added Tax in terms of the Value Added Tax Act, No 89 of 1991 (as amended) including any similar tax which may be imposed in place thereof from time to time.

2 INTERPRETATION

- 2.1 Words importing natural persons shall include a reference to bodies corporate and other legal personae and *vice versa*;
- 2.2 Words importing the masculine shall include a reference to the feminine and other genders;
- 2.3 Words importing the singular shall include a reference to the plural and *vice versa*;
- 2.4 Annexes to this agreement shall be deemed to have been incorporated herein and shall form an integral part hereof;
- 2.5 A reference to a party in a document includes that party's successors and permitted assigns;

- 2.6 Where the day on or by which anything is to be done is not a business day, it shall be done on or by the first business day thereafter;
- 2.7 When any number of days is prescribed in this agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or Public Holiday, in which case, the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday;
- 2.8 Where figures are referred to in numerals and words, if there is any conflict between the two, the words shall prevail.

3 SCOPE OF THE AGREEMENT

- 3.1 The Client requires, and Fidelity Cash Solutions shall provide, the service upon the terms and conditions contained in this agreement.
- 3.2 The parties wish to record the terms and conditions of their agreement in writing, as they hereby do.

4 DURATION

- 4.1 This agreement shall commence on the commencement date being ~~1st June~~ ^{July} 2025 and shall continue for a fixed period of **36 months** and, unless terminated in accordance with the terms of this agreement.

5 SERVICE

- 5.1 Fidelity Cash Solutions shall collect, convey, store and deliver Money in accordance with its operating methods as amended from time to time.
- 5.2 Collection, conveyance, storage and delivery of Money shall be made using bags and sealed Containers either supplied by Fidelity Cash Solutions or of a construction and design approved by Fidelity Cash Solutions in writing.
- 5.3 The Containers may contain security devices.
- 5.4 Fidelity Cash Solutions shall not be liable for loss of or damage to the Clients property, including Money, or that of third parties caused by the activation of such devices, unless such activation was caused by Fidelity Cash Solutions' negligence.
- 5.5 In respect of any Money damaged by such security devices, Fidelity Cash Solutions shall assist the Client to exchange the Money with the SA Reserve Bank ("the Bank"), in accordance with the Bank's requirements from time to time. Fidelity Cash Solutions shall not be liable for:

- 5.5.1 delays caused by the Bank; or
- 5.5.2 the costs of exchanging the Money; or
- 5.5.3 the Bank's refusal to exchange the Money;

unless the activation was the result of Fidelity Cash Solutions' negligence and within the course and scope of Fidelity Cash Solutions' or its employees' duties. In these circumstances, Fidelity Cash Solutions' liability shall be limited to R10 000,00 for any one event and in all instances always subject to an annual aggregate in the amount of R40 000,00.

- 5.6 Before handing over Money to an employee of Fidelity Cash Solutions, the Client shall verify the identity of such Fidelity Cash Solutions employee by reference to the employee's personal official Fidelity Cash Solutions identity card. If the Client fails to do so, Fidelity Cash Solutions shall not be liable for any Money lost or stolen. Fidelity Cash Solutions shall provide the Client with details of the nature and style of official Fidelity Cash Solutions identity cards in use, and Fidelity Cash Solutions shall provide an official Fidelity Cash Solutions receipt for the Container.
- 5.7 The sealing of the Containers will be the responsibility of the Client. It will also be the responsibility of the Client to ensure that only undamaged Containers are used, and Fidelity Cash Solutions reserves the right to refuse the collection of any damaged, tampered with, or inadequately sealed Container.
- 5.8 If, on delivery, a Container is found to be damaged or appears to have been tampered with in any way, the contents shall immediately be checked in the presence of a Fidelity Cash Solutions representative who may elect to have the contents checked in the presence of a more senior official of Fidelity Cash Solutions, in which event the Client shall not check such contents pending the arrival of the senior official of Fidelity Cash Solutions. In the event of any shortfall, surplus, or interference to the Container, notification thereof shall be confirmed by the Client to Fidelity Cash Solutions, in writing, within twenty-four (24) hours of discovery thereof.
- 5.9 If a Service falls due on a public holiday, the Service, if still required for that day, will be provided at a time and on conditions agreed to by the parties in writing, including additional service fees. In the absence of such agreement the Service will be provided on the next scheduled service day as specified by sales order following the public holiday. It is specifically recorded that Fidelity Cash Solutions will not provide services on 25 December each year.
- 6 SERVICE FEES AND PAYMENT**
- 6.1 Fidelity Cash Solutions shall invoice the Client for service fees by the first working day of the month in which the Service is to be provided and the Client shall pay Fidelity Cash Solutions within 30 (thirty) days from date of invoice or last business day of that month. All payments shall be made without deduction and shall not be withheld or deferred on account of any claim, counterclaim or set off.
- 6.2 Should the Client fail to pay the service fees or any amounts due, owing and payable in terms of this agreement, on due date, Fidelity Cash Solutions shall be entitled to claim interest on the arrear payments calculated at the rate of 2% (two per centum) per annum higher than the ruling prime rate of interest charged from time to time by Fidelity Cash Solutions' bankers on overdraft facilities, and shall be compounded monthly from the due date of payment until payment is made in full.
- 6.3 Notwithstanding anything contained in this agreement, Fidelity Cash Solutions shall, in the event of the Client being in arrears with payment of any service fees or any other amounts due, owing and payable in terms of this Agreement, be entitled to suspend the services with immediate effect, without the Client having any recourse against Fidelity Cash Solutions, or any claim, howsoever arising, for loss or damage sustained by the Client.

7 INCREASE IN SERVICE FEES

The fees will remain fixed and firm for the duration of the agreement.

8 INDEMNITY AND LIABILITY

- 8.1 Fidelity Cash Solutions shall not be liable for any loss or damage howsoever arising or for any reason whatsoever suffered by the Client pursuant to or during the provision of Services by Fidelity Cash Solutions unless such loss or damage is the direct result of the negligence of Fidelity Cash Solutions employees, acting within the course and scope of their employment, and occurs while the Money is in the custody of Fidelity Cash Solutions. In all instances, Fidelity Cash Solutions' liability shall be limited to:
- 8.1.1 a maximum sum of R50 000.00 (fifty thousand Rand) per event and a maximum sum of R200 000.00 (two hundred thousand Rand) per annual aggregate. For clarification, the annual aggregate referred to in this clause shall be calculated from the commencement date for a period of 12 months thereafter and for subsequent consecutive periods of 12 months.
- 8.1.2 Fidelity Cash Solutions shall not be liable for any unprotected consignment.
- 8.2 Fidelity Cash Solutions will under no circumstances be liable for any consequential loss or damage, howsoever arising.
- 8.3 It is agreed that, notwithstanding any other clause in this Agreement, should the Client be in breach of the Agreement in any way whatsoever, Fidelity Cash Solutions shall be relieved of its obligations and duties in respect of the Agreement until such time that the Client subsequently rectifies the breach, if such breach is capable of rectification.
- 8.4 The Client undertakes to offer reasonable assistance and to co-operate fully with Fidelity Cash Solutions in its investigation. Failure on the part of the Client in the aforementioned undertaking shall relieve Fidelity Cash Solutions of any liability whatsoever contemplated in terms of clause 8.1. It is understood and agreed by both parties that no investigation which Fidelity Cash Solutions may choose to undertake, will relieve the Client of its obligation to prove its claim both in terms of merit and quantum.
- 8.5 The Client shall notify Fidelity Cash Solutions immediately of the discovery of a loss, which notification shall be confirmed in writing within 48 (forty-eight) hours of such discovery. Fidelity Cash Solutions shall not be liable in respect of any claim whatsoever unless summons has been issued and served within 3 (three) years from the date of the event giving rise to the claim.
- 8.6 Subject to paragraph 8 read as a whole, Fidelity Cash Solutions' liability in respect of any loss will commence from when the Money is in the Custody of Fidelity Cash Solutions, which Custody commences upon the physical collection of the Money, against an official Fidelity Cash Solutions receipt, by Fidelity Cash Solutions employees acting in the course and scope of their employment in the performance of the Service, and shall cease upon the physical delivery of the Money, against an official Fidelity Cash Solutions receipt. The continuing presence of any Fidelity Cash Solutions employee after the physical delivery of the Money shall not be deemed to be a continuation or recommencement of Fidelity Cash Solutions' liability.

- 8.7 Fidelity Cash Solutions shall be relieved of all liability for any shortages within a Container where such Container has been delivered and accepted by the Client.
- 8.8 In the event of any Services to be rendered by Fidelity Cash Solutions, the Client shall be solely responsible for the security of its Premises and in the event of a loss occurring on such Premises as a result of criminal conduct not attributable to the gross negligence or theft by Fidelity Cash Solutions or its employees acting within the course and scope of their employment, Fidelity Cash Solutions shall not carry the risk of loss for Money lost or stolen as a result thereof, despite such money being in the custody of Fidelity Cash Solutions. In that event the risk of such loss shall be carried by the Client.
- 8.9 Fidelity Cash Solutions shall for the duration of this agreement, procure and maintain an insurance policy or policies covering certain risks which may be incurred by Fidelity Cash Solutions arising out of the acts or omissions of Fidelity Cash Solutions, its employees or agents, in connection with this agreement.

9 BREACH

- 9.1 In the event of either party ("the defaulting party") committing a breach of any of the terms of this agreement and failing to remedy such breach within a period of 7 (seven) days after receipt of a written notice from the aggrieved party, calling upon the defaulting party to remedy the breach complained of, then the aggrieved party shall be entitled, at its sole discretion and without prejudice to any of its other rights in law, either to claim specific performance of the terms of this agreement or to cancel this agreement forthwith and, without further notice, in either event, claim and recover damages from the defaulting party.
- 9.2 In the event that either party:
- 9.2.1 effects or attempts to effect a compromise with its creditors; or
- 9.2.2 is provisionally or finally liquidated or is placed in judicial management, whether provisionally or finally;
- either party shall be entitled without prejudice to cancel this agreement forthwith, and shall not constitute a release or waiver of any other rights or remedies which it may have under this Agreement forthwith or claim immediate specific performance of all of the obligations, whether or not due for performance.

10 FORCE MAJEURE

- 10.1 Fidelity Cash Solutions shall not be liable to the Client for any default or delay in the performance of its obligations under this agreement, if and to the extent that such default or delay is caused by any act of God, war or civil disturbance, court order, legislative constraints, strikes, labour disputes, lock-outs, or any delay in any performance due from the other party, or any other circumstance beyond its reasonable control, including without limitation, failures and fluctuations in electrical power or communications.
- 10.2 Following any circumstances of force majeure, Fidelity Cash Solutions shall:
- 10.2.1 notify the Client as soon as possible;
- 10.2.2 be excused from further performance or observance of its obligation(s) so affected for as long as such circumstances prevail, and Fidelity Cash Solutions continues

to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay;

- 10.2.3 co-operate with the Client in implementing such contingency measures as the Client may reasonably require.

11 LOSSES IN RESPECT OF CHEQUES, CREDIT CARD VOUCHERS AND OTHER NEGOTIABLE INSTRUMENTS

- 11.1 The Client shall maintain sufficient details of the drawers, account numbers and the bank branch of any cheques that may be transported in terms hereof to enable subsequent tracing of the drawers of the cheques in the event of their loss.
- 11.2 The Client shall take all necessary steps to affect the stopping of all cheques and the obtaining of replacement cheques, and Fidelity Cash Solutions shall not be liable for the loss suffered as a result of any cheques that remain irrecoverable.
- 11.3 These provisions shall apply, *mutatis mutandis*, to the documents referred to in clause 1.14.

12 CONFIDENTIALITY

- 12.1 The parties agree that the terms of this agreement and all confidential information of the parties communicated to them in connection with this agreement shall be received in strict confidence and be used only for the purposes of this agreement. No such information shall be disclosed by the recipient party, its agents, representatives or security personnel/employees without the prior written consent of the other party.
- 12.2 All media releases, public announcements and public disclosures by any party or its respective employees or agents relating to this agreement or its subject matter, including without limitation promotional marketing material, shall be coordinated with and approved by each party prior to the release thereof. The foregoing shall not apply to any announcement intended solely for internal distribution by any party or to any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the party in question;

13 RESTRAINT

- 13.1 The Client shall not for the duration of this agreement and for a period of 12 (twelve) months after the termination of the agreement for whatsoever reason:
- 13.1.1 entice or persuade or induce any security personnel to terminate his employment with Fidelity Cash Solutions;
- 13.1.2 offer employment to or employ any security personnel who was employed by Fidelity Cash Solutions for the duration of this agreement.
- 13.2 Should the Client breach the restraint undertakings referred to in clause 13.1 above, the Client shall pay Fidelity Cash Solutions on demand, as a genuine pre-estimate of the damages suffered by Fidelity Cash Solutions as a result of the breach of the aforesaid restraint undertakings, 18% (eighteen per centum) of the gross annual remuneration payable to any such employee for the calendar year during which the Client employs the employee.

14 NOTICES AND LEGAL PROCESS

- 14.1 The parties hereto choose *domicilia citandi et executandi* ("domicilium") for all purposes of and in connection with this agreement as set out in clause 1 above.

- 14.2 Either party hereto shall be entitled to change its *domicilium* from time to time, provided that any new *domicilium* selected by it shall be a physical address in the Republic of South Africa, and any such change shall only be effective upon receipt of notice in writing by the other party of such change;
- 14.3 All notices, demands, communications or payments intended for either party shall be made or given at such party's *domicilium* for the time being;
- 14.4 A notice was sent by one party to another party shall be deemed to have been received:
- 14.4.1 on the same day, if delivered by hand;
 - 14.4.2 on the same day, if sent by telefax or electronic mail;
 - 14.4.3 on the 5 (fifth) day after posting, if sent by prepaid registered mail.
- 14.5 Notwithstanding anything to the contrary herein contained, a written notice or communication received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

15 ASSIGNMENT, CESSION AND SUB-CONTRACTING

- 15.1 Either party shall have the right, with the prior written consent of the other party having been obtained, which consent shall not be unreasonably withheld, to assign, cede, delegate or transfer any rights and obligations in terms of this agreement, in whole or in part, to any other party or person.
- 15.2 Fidelity Cash Solutions shall be entitled to sub-contract any part of the service to any other party.

16 PUBLIC HOLIDAYS ACT, HOLIDAYS

In addition to normal legislated public holidays, the Public Holidays Act No.36 of 1994 grants certain powers to the State President whereby additional public holidays may be declared on a fixed or ad hoc basis. Pursuant hereto, it is specifically recorded and agreed that the Client shall reimburse Fidelity for any additional costs and expenses of any nature which may be incurred in terms of the abovementioned Act, should the Client require Fidelity to render services on such additional public holidays.

17 GENERAL

- 17.1 The Agreement shall be governed and interpreted according to the laws of the Republic of South Africa. The parties further consent to the jurisdiction of the Magistrate's Court having jurisdiction.
- 17.2 This agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- 17.3 No addition to, variation of, or agreed cancellation of, this agreement shall be of any force or effect unless recorded in writing and signed by or on behalf of the parties.
- 17.4 Fidelity Cash Solutions and the Client acknowledge and agree that this agreement shall not constitute, create or give effect to a joint venture, pooling arrangement, principal/agency relationship, partnership or formal business organisation of any kind and neither Fidelity Cash

Solutions nor the Client shall have the right to bind the other without the other's express prior written consent.

- 17.5 No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.
- 17.6 Any provision of this agreement which contemplates performance or observance subsequent to any termination or expiration of this agreement shall survive any termination or expiration of this agreement and continue in full force and effect.
- 17.7 An approval or consent given by a party under this agreement shall only be valid if in writing and shall not relieve the other party from responsibility for complying with the requirements of this agreement nor shall it be construed as a waiver of any rights under this agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this agreement.
- 17.8 Should it become necessary for Fidelity Cash Solutions to consult with or instruct its legal representatives as a result of any breach by the Client of its obligations in terms of this agreement, the Client shall pay all legal and other costs incurred by Fidelity Cash Solutions on an attorney-and-client scale.
- 17.9 The Client shall fully comply with the statutory obligations contained in POPI, and warrant that they are conversant with POPI at signature date. The Client hereby indemnifies and holds Fidelity Cash Solutions harmless from any liability whatsoever arising from the Client's failure to comply with its statutory obligations contained in POPI.
- 17.10 Should any personal information be obtained, same will be stored at the Client's premises and the Client will be responsible for keeping said information safe and indemnifies Fidelity accordingly.

Signed by the Client at NQUTHU on the 26 day of JUNE 2025


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WITNESS

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WITNESS


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Name: BAFANA BHENGU

Position: CHIEF FINANCIAL OFFICER

For and on behalf of **Nquthu Local Municipality** who, by his signature hereto, warrants that he / she is authorised to represent **Nquthu Local Municipality** herein

Signed by Fidelity Cash Solutions at on the day of




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WITNESS

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WITNESS

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Name: **Ansie Oost**

Position: Group Legal Manager

For and on behalf of Fidelity Cash Solutions (Proprietary) Limited who, by her signature hereto, warrants that she is authorised to represent Fidelity Cash Solutions (Proprietary) Limited herein

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ANNEXURE "B"

CASH PURCHASE AND SUPPLY TERMS AND CONDITIONS WHERE the Client requires retail cash processing and/or supply services these terms and conditions shall apply:-

1. PURCHASING SERVICE OPERATION

- 1.1 Fidelity shall collect the Money from the Client in accordance with its operating methods, as amended from time to time, and convey the Money to Fidelity's designated cash processing centre.
- 1.2 On arrival at the designated cash processing centre, the Money will be counted and verified in accordance with Fidelity's operating methods and the Client agrees that Fidelity's count shall be final.
- 1.3 Fidelity shall use its best endeavours to credit the Client's banking account with the counted cash amount, according to Fidelity count, on the first business day following the collection of the Money.
- 1.4 Fidelity will have the right to adjust its cash processing fee due to changes in banking fees, which is beyond the reasonable control of Fidelity and shall notify the Client of such adjustment in writing as soon as reasonably possible.

2. SUPPLY SERVICE OPERATION

- 2.1 Where the Client requires Fidelity to supply it with Money, the procedure as set out below shall apply.
 - 2.1.1 The Client shall at least 48 hours (2 days) prior to the date on which the Client requires delivery of the Money, furnish Fidelity with its Order.
 - 2.1.2 The value of the Order shall be received by Fidelity at least 24 hours (1 day, by no later than 10am) prior to the date on which the Client requires delivery of the Money.
- 2.2 Fidelity shall deliver the Money in accordance with the Service Requirements as specified in the relevant Sales Order.

ANNEXURE "C"

SCANNER AND PRE-ANNOUNCEMENT SYSTEM TERMS AND CONDITIONS

WHERE the Client requires a Scanner, which is a Device that scans a barcode and converts them into digital data, these terms and conditions shall apply:-

1. SUPPLY

- 1.1 Delivery shall be for the Client's account.
- 1.2 Removal cost of the Scanner will be for the Client's account, where the removal is at the Client's request, and prior to the Initial Period being fulfilled.
- 1.3 Fidelity shall be entitled, in its sole discretion and at its own cost, to upgrade the software of the Scanner. Any additional terms or conditions relating thereto shall be agreed by the Parties and reduced to writing.

2. OWNERSHIP OF SCANNER

- 2.1 Ownership of the Scanner shall always remain vested in Fidelity.
- 2.2 Should this Agreement be terminated for any reason whatsoever, Fidelity shall remove the Scanner at the cost of the Client.

3. WARRANTY AND MAINTENANCE OF SCANNER

- 3.1 Any costs incurred for the repair or reinstatement of the Scanner, due to the Client's negligence and/or non-compliance with the operating procedures, or willful/negligent damage or acts of God from whatever cause shall be for the account of the Client.
- 3.2 The Client shall give Fidelity or its agents reasonable access to its Premises in order for Fidelity to be able to fulfil its obligations in terms hereof.
- 3.3 The Scanner shall be free of defects, defective material and workmanship and general failure, save where same arises from fair wear and tear, for a period of 3 (three) months after delivery thereof to Client.

4. MAINTENANCE

- 4.1 Fidelity will be responsible for the maintenance and repair of the equipment to ensure the equipment is at all times in a state of working order, sufficient to enable compliance with the Services. The Service shall include both responses to corrective maintenance and/or preventative maintenance.
- 4.2 Should the Client require maintenance on the Scanner, a call out fee may be charged, depending on, including but not limited to, location of the Client and accommodation required.

5. OPERATION OF THE SCANNER

- 5.1 Operation of the Scanner shall take place in accordance with the provisions of the operating procedures for the relevant device, which will be provided by Fidelity upon installation.
- 5.2 The Client acknowledges and agrees that Fidelity shall be entitled, upon reasonable notice to the Client, and at its own cost, to enter the Client's Premises and to audit any of the Client's records of whatsoever nature relating to the Scanner. Fidelity shall ensure that it causes minimal disruptions to the Client while conducting these audits.
- 5.3 The Client shall permit Fidelity to inspect and examine the System at all reasonable times and arrange for Fidelity to be admitted to the Premises or any other place for this purpose.
- 5.4 The Client shall at all times keep the Scanner under its control and take proper and diligent care in the use of the Scanner.
- 5.5 The Client shall not remove any marks inserted by Fidelity on the Scanner for identification purposes.
- 5.6 The Client shall, in the case where the Scanner is leased from Fidelity, not sell, let, loan, pledge, and transfer or otherwise encumber the Scanner in any way or permit any lien to arise in respect of the Scanner.
- 5.7 Should there be any discrepancy between the value entered into the System by the Client and the value that is counted by Fidelity, the normal claims procedure of Fidelity will apply.

6. INSURANCE

- 6.1 The Client shall, for the duration of the Agreement and at its own cost, effect and maintain in full force, those insurances which it is required to effect by any law and which is adequate to cover any damages sustained to the Scanner.
- 6.2 Should the Client's actions result in the insurance not being paid out, the Client will not be indemnified and will be held responsible for any damages to the Scanner.

7. TRAINING AND SUPPORT

- 7.1 Fidelity shall provide once off training on the System.
- 7.2 Should the Client require further training on the System, Fidelity will provide the necessary support, subject to a call out fee, which has been quoted for and accepted by the Client.
- 7.3 In the event of the Client having more than 5 (five) sites using a Scanner, it will be the responsibility of the Client to appoint an administrator.
- 7.4 If there are less than 5 (five) sites, Fidelity will support the above administrators and the other related sites users via the System Support help desk.
- 7.5 The administrator's functions will be as follows:
 - 7.5.1 Setup, delete and update outlet users;
 - 7.5.2 Access to reports on deposit details;
 - 7.5.3 Reset Passwords of current users on Selected Outlet if a user is logged out of the System.