

# Information Services Contract

## Specific Conditions

### International Information Reporting

#### By and Between :

- [*Coface Services local entity*] [*address, companies registry name and number, represented by ...*] (hereinafter referred to as “we”),

#### And

- [*Client*] [*address, companies registry name and number, represented by ...*] (hereinafter referred to as “you”).

#### It is agreed as follows:

##### 1. Description of the Services

We hereby agree to provide you the following services :

- (i) You will be able to get an International Information Report on any company present in our group Data Base which is your prospective customer, supplier or possible partner. If the Information Report is not available in our Data Base, we will be able to order a freshly investigated Information Report for you.
- (ii) Moreover, you will have access, through Coface South Africa Information, to the following Services :
  - a) Commercial Information Report : We will be able to order information reports on any company in your portfolio for you from InfoAlliance and Eurogate networks.

##### 2. Prices

- a) The Services described under Article 1 (*Description of services*) will be delivered on the basis of the Prices set out in **Annex 2** to this Contract (the “Prices”).

You will be invoiced upfront for the Services requested by you.

- b) The Prices are applicable during the Initial Period, as defined in Article 3 below. We are entitled to change the Prices not more frequently than once a year. You will be informed in writing of the new fee and/or prices that we intend to charge, by letter sent to you at least forty-five (45) days before the date on which the new fee commences. The new fee and/or prices shall be applicable unless you decide to terminate the contract in accordance with the terms and conditions of Article 4 below.

Coface South Africa Services (Pty) Ltd

Registration Number 1989/002771/07

An Authorised Financial Services Provider - Licence number 4137

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#### Directors

D F Morin (Chairman)<sup>††\*</sup> M Guest (CEO)<sup>†</sup> G P de Klerk (Managing) MV Creighton

H H M Bourgain<sup>††\*</sup> †British ††French \*Non-Executive



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### 3. Effectiveness and duration of the Contract

The Contract is concluded for one year ("Initial Period"), and becomes effective on its date of signature by both parties.

This Contract will be renewed automatically for further periods of twelve (12) months unless you or we choose to terminate it by sending a registered letter thirty (30) days before the date of termination.

### 4. Confidentiality

The information we provide you with and especially the customised credit opinions and the credit information reports (the "Information") are strictly confidential and reserved to the exclusive use of your company. You shall consequently have no right to communicate this Information to any third party, to resell it or to disclose to any third party the origin of your Information save to the extent that you are compelled to do so by law.

### 5. No Warranty

You acknowledge that the customised credit opinions will be delivered to you without warranty as to their accuracy or adequacy and that we shall not be liable if the credit information reports contain errors or omissions. Consequently you shall be solely liable for the decisions you take on their basis.

### 6. Liability Limitation

You acknowledge that we shall provide the Services with reasonable skill and care but we do not guarantee to furnish them without delay, interruption or dysfunction. We shall not be liable in case of interruption or dysfunction of the Services due to a case of force majeure or an act of god, to exceptional circumstances or circumstances beyond our control, or to any telecommunications problems or to the introduction of computer virus infection, or to any act of any party.

You agree that we shall not be liable for any loss of profits, turnover, business opportunities or customers or for any economic or consequential loss arising with the provision of the Services.

### 7. Termination

We shall have the right to terminate this Contract immediately in case of breach by you of any of the provisions of this Contract and to claim any legal relief available.

In case of non-renewal or termination of this Contract, we shall be released of any and all of our obligations. All the moneys paid by you will remain vested in us and you will have to pay the moneys that were due to us before the non-renewal or the termination of the Contract.

### 8. Law and jurisdiction

The present contract is construed in accordance with the laws of the Republic of South Africa

Disputes about its validity, its interpretation or its performance will be submitted to the appropriate court in Gauteng, Republic of South Africa

Made in two original copies,

In ....., on .....

[Coface local entity] [name]

[Client] [name]

Signature : \_\_\_\_\_

Signature : \_\_\_\_\_

By :

By :

Title :

Title :

**Annexes to this Contract :**

**Annex 1** : Application Form

**Annex 2** : Prices

**Annex 3** : General Conditions

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