



MANDATE AND APPLICATION FORM

entered into between

Metta Capital Managers Proprietary Limited

(Incorporated in the Republic of South Africa)

(Registration Number: 2017/250417/07)

(FSP Number 48601)

(Hereinafter referred to as "MCM" or the "Company")

and

(Hereinafter referred to as the "Investor")

FOR THE RENDERING OF SERVICES AND THE MANAGEMENT OF INVESTMENTS IN THE SELECTED VCC'S PER THE TERMS AND CONDITIONS AS SET OUT IN THE INVESTMENT MEMORANDUM TO WHICH THIS MANDATE AND APPLICATION FORM IS ATTACHED.

TO BE COMPLETED BY INVESTORS WHO ELECT TO PARTICIPATE IN METTA CAPITAL HIGH INCOME FUND 2 ("MCHF 2").

THE DEFINITIONS AND INTERPRETATIONS COMMENCING ON PAGE 7 OF THE INVESTMENT MEMORANDUM TO WHICH THIS MANDATE AND APPLICATION FORM IS ATTACHED SHALL APPLY, *MUTATIS MUTANDIS*, TO THIS MANDATE AND APPLICATION FORM.

MANDATE

WHEREBY IT IS AGREED

1. AUTHORISATION

- 1.1. MCM is the holder of a FAIS category I license, under license number 48601.
- 1.2. The Investor hereby authorises MCM to act as agent for the Investor in order to:
 - sign all such documents and do all such other things as may be necessary or desirable to enable and give effect to the issuing of the Venture Capital Shares, in the name of the Investor;
 - make payments, on the Investor's behalf, to each of the Selected VCC's, for the subscription of the Venture Capital Shares;
 - obtain and collate, on the Investor's behalf, the share certificates issued by each of the Selected VCC's to the Investor, which share certificates reflect the Investor as the holder of the Venture Capital Shares in the stated share capital of each of the Selected VCC's (the "**Share Certificates**");
 - to the extent that the Investor is not resident in South Africa, attend to the endorsement of the Share Certificates issued by each of the Selected VCC's to the Investor as "non-resident";
 - obtain, on the Investor's behalf, Section 12J Tax Certificates from the VCC Managers, including completing and signing on behalf of the Investor any terms attached to a prospectus for the Venture Capital Shares;
 - receive payments, on the Investor's behalf, from each of the Selected VCC's;
 - attend shareholders meetings of the Selected VCC's on the Investor's behalf, and act as its proxy, with full discretion, at any such shareholders meeting;
 - vote on any written resolutions of any of the Selected VCC's; and
 - liaise with the VCC Managers on a regular basis, on the Investor's behalf, in order to evaluate the performance of each of the Selected VCC's.
- 1.3. MCM will, in terms of this mandate, have full discretion to manage the affairs of the Investor's Investment as more fully disclosed in the Investment Memorandum.
- 1.4. MCM may make use of the services of its staff, or that of a nominated administration management company, to execute certain administrative functions.

2. INVESTMENT OBJECTIVES

The investment objectives of MCM is to invest, on behalf of Investors, in a portfolio of VCC's operating in a particular sector and which VCCs are recommended by the Investment Committee and ratified by the Board.

3. MCHF 2

3.1. Subject to paragraph 3.2 below, MCHF 2 comprises of:

MCHF 2 – Selected VCC’s	Percentage Allocation of MCHF 2
Decentral Energy Capital Limited	18%
Nesa Investment Holdings Limited	29%
Sunstone Capital Limited	24%
GAIA Venture Capital Limited	29%
Total	100%

3.2. In order for a Selected VCC to form part of MCHF 2, it will be required to prepare a prospectus in accordance with the relevant provisions of the Companies Act and on terms acceptable to MCM, failing which such Selected VCC shall not longer form part of MCHF 2 (“**Portfolio Change**”).

3.3. In the event of a Portfolio Change:

- the initial percentage allocation as set out above shall be spread among the remaining Selected VCC’s in accordance with such proportions as MCM shall determine; and
- MCM shall make an announcement to this effect on MCM’s website within 2 (two) Business Days of such Portfolio Change occurring, which announcement shall set out the amended percentage allocation applicable to each Selected VCC.

4. REPORTS

The Investor shall receive quarterly investment reports generated by MCM as well as Annual Audited Financial statements and any other legally prescribed documents received by MCM from the Selected VCC’s, which will be provided to the Investor electronically.

5. RISK DISCLOSURE

5.1. MCM has already applied due care and followed extensive due diligence procedures upon the selection of funds within the MCHF 2 portfolio. There is, however, a high risk associated with investing in MCHF 2. The value of the investments may rise as well as fall, and there is a risk that the Investor may suffer financial losses. The Investor does not have a claim against MCM or its Directors in the event of the realisation of this risk unless it can be proved that the losses were due to negligence, fraud, misconduct or dishonesty by MCM or its staff.

5.2. The Investor is aware that the Investment in the Selected VCC’s are of a long-term nature.

5.3. The Investor acknowledges and understands the risks and disclosures set out in this Mandate and Application Form and the Investment Memorandum.

6. REGISTRATION OF INVESTMENTS

- 6.1. Investments made into the Selected VCCs by MCM on behalf of the Investor will be registered in the name of the Investor.
- 6.2. The Investor must deposit their investment, being the subscription consideration for the Venture Capital Shares, into MCM's bank account by no later than the Closing Date, being **29 June 2021**.
- 6.3. MCM's nominated bank account details are as follows ("**MCM Nominated Account**"):

Bank: Standard Bank
Branch: Sandton
Branch code: 051 001
Account name: Metta Capital Managers
Account number: 301995702
Reference "Initials, Surname of Investor"

Source of Investor Funds (e.g salary, pension, dividends from business, sale of business, loans from person or entity, inheritance, donation/gratuity:	
Source of wealth:	

7. ACCRUALS

All cash received in respect of realisation of Investments in MCHF 2, including dividends declared and paid by each of the Selected VCCs, will be paid into the MCM Nominated Account, where after MCM will on pay such cash to the Investor less any fees payable (as more fully detailed herein and the Investment Memorandum) that may be owing.

8. INVESTOR'S FEES

8.1. Fees to the VCC Managers

The Investor has agreed that the Selected VCC's will pay each of the VCC Managers the fees as more fully described in **Annexure 5** of the Investment Memorandum.

8.2. Fees Payable by the Investor to MCM

The Investor in MCHF 2 is not required to pay MCM any fees by virtue of its investment in MCHF 2. For the avoidance of any doubt, the Investor is charged the standard fees by each of the Selected VCCs in MCHF 2.

9. FLOW OF FUNDS

9.1. Amount to be paid by MCM to each of the Selected VCC's

MCM shall be obliged to pay to each of the Selected VCC's the Proportionate Gross Investment subject to paragraph 3.

9.2. Amount to be paid by each of the Selected VCC's to the VCC Managers

Each of the Selected VCC's shall pay to its respective VCC Manager an amount equal to the fees as more fully set out in **Annexure 5** of the Investment Memorandum as consideration for the issuance of the Venture Capital Shares to the Investor.

9.3. Amount to be paid by the VCC Managers to MCM

Each Selected VCC shall pay to MCM an amount equal to all dividends and capital distributions declared and paid by each of the Selected VCC's (in relation to the Venture Capital Shares subscribed for by MCM on behalf of Investors) (the "**Investment Return**").

9.4. Amount to be paid by MCM to the Investor

Upon receipt of an Investment Return, MCM shall pay to the Investor an amount equal to the Investment Return (together with interest accrued thereon).

10. TERMINATION OF MANDATE

10.1. Until the shareholder withdraws funds/sells all the Venture Capital Shares that MCM subscribed for per this mandate.

10.2. The Investor understands that the term of the Investment will be a minimum of a 5-year investment period.

10.3. Any amendment of any provision of this mandate shall be in writing and shall be by means of a supplementary or new agreement between MCM and the Investor.

11. FATCA

11.1. In an effort to reduce global tax non-compliance, the South African government has indicated its willingness for global co-operation and information sharing. Accordingly, South Africa has signed an Intergovernmental Agreement (IGA) with the United States to comply with the Foreign Accounts Tax Compliance Act (FATCA), a law directed at US citizens and US tax residents.

- 11.2. The Company is required by law to ask for information from all clients on their international citizenship and tax residency status.
- 11.3. Please note that the information contained in this form may be shared with the South African Revenue Service (SARS).

12. DECLARATION REGARDING FUNDS AND INVESTMENTS

- 12.1. The Investor declares that the Gross Investment placed under MCM's management in terms of this mandate are from a legitimate source and are not the "proceeds of unlawful activities", as defined in the Prevention of Organised Crime Act, No. 121 of 1998.
- 12.2. The Investor further warrants that, where required, the Gross Investment placed under MCM's management in terms of this mandate are declared in terms of the Income Tax Act of 1962.
- 12.3. The Investor confirms having been duly and properly informed/advised of the full implications of its actions and, having considered same, hereby declares that it is aware of the fact that a full analysis could not be undertaken and that there may thus be limitations on the appropriateness of the information/advice contained herein or in the Investment Memorandum; and that it must carefully consider whether the information/ advice on its own is appropriate considering its objectives, financial situation and needs; to prevent the risk of concluding a transaction that is not appropriate to its needs, objectives and circumstances. The Investor confirms that it has declined the offer of a needs analysis and have decided to continue with this application.
- 12.4. The Investor acknowledges, confirms and agrees that the contents of this mandate and the Investment Memorandum do not constitute and should not be construed as investment, tax, legal, accounting and/or other advice. For advice on these matters, the Investor further acknowledges that MCM has recommended that the Investor consults their preferred investment, tax, legal, accounting and/or other advisers about any information contained in this mandate and the Investment Memorandum.

13. ELECTRONIC COMMUNICATIONS AND TRANSACTION ACT 25 OF 2002

The Investors acknowledges and agrees that all electronic communication as defined in the Electronic Communications and Transaction Act 25 of 2002, which purport to emanate from me, shall be deemed to have been given by me in the form actually received by Company. Electronic communication is defined as data messages which is "data generated, sent, received or stored by electronic means and includes voice, where the voice is used in an automated transaction; and a stored record" I hereby waive any rights I may have or may obtain against the company arising directly or indirectly from any losses or damages that I may suffer because the company acted on any electronic communication and I indemnify the company against any claims, demands or actions suffered by them because they acted on a faxed instruction.

14. EFFECTIVE DATE

This mandate will become of force and effect on receipt of a signed application form from the Investor, together with the payment of the Gross Investment.

SIGNED AT _____ ON THIS _____ DAY OF _____

For and on behalf of the Investor (if applicable):

SIGNED AT _____ ON THIS _____ DAY OF _____

Metta Capital Managers (Pty) Ltd (FSP Number: 48601)
(Represented herein by its duly authorised Fund Manager, Darryn Faulds)

ANNEXURE A: APPLICATION PROCEDURE

Please send the completed Mandate and Application Form together with your proof of payment and relevant FICA documents via email to investors@mettacapital.co.za, or hand delivered to: 164 Katherine Street, Pinmill Office Park, Building 2, First Floor, Strathavon, 2196, South Africa, Attention Cindy Hale to be received by no later than **17h00** on **29 June 2021**.

SECTION 1

Your tax number is required to ensure you obtain your income tax relief.

SECTION 2

Please note that the minimum investment is R350,000.00.

Payments by electronic transfer should be made to:

Bank:	Standard Bank
Branch:	Sandton
Branch code:	051 001
Account name:	Metta Capital Managers
Account number:	301995702
Reference:	“Initials, Surname of Investor”

SECTION 3

Please complete the mandate instructions for MCM to pay amounts directly into your bank account.

SECTION 4

Read the declaration below and sign and date the application form.

If this form is being completed and signed by the Investor named in Section 1.

By signing this application form, I hereby declare that:

- (i) I have received the Investment Memorandum and have read the terms and conditions of the application therein and agree to be bound by them;
- (ii) I will be the beneficial owner of the Venture Capital Shares issued to me;
- (iii) I have read and understood the risk factors set out in this Mandate and Application Form and the Investment Memorandum;
- (iv) To the best of my knowledge and belief, the personal details I have given are correct; and
- (v) I agree to be bound by the contents of this Mandate and Application Form and the Investment Memorandum in all respects.

If this form is completed and signed by an authorised financial intermediary and another person apart from the Investor

By signing this Mandate and Application Form on behalf of the individual whose details are set out in Section 1, I make declaration on behalf of such individual on terms of sub-paragraph (i) to (v) and attach the power of attorney under which I have authority to sign on behalf of such person

APPLICATION FORM: INVESTMENT IN MCHF 2

Before completing this Mandate and Application Form, the Investor acknowledges that it has read the Investment Memorandum, has accepted and signed the mandate and agrees to the terms of the Investment in MCHF 2.

MCHF 2 opens on **15 May 2020** and closes at **17h00 on 29 June 2021**.

I accordingly hereby irrevocably offer to invest in MCHF 2 and thereby subscribed for the Venture Capital Shares in accordance with the terms and conditions set out in this Mandate and Application Form and the Investment Memorandum:

SECTION 1

Please complete in **BLOCK Capitals**

INVESTOR DETAILS (Please write in capital letters and complete in black pen)							
PLEASE MARK INVESTOR TYPE WITH AN "X"							
INDIVIDUAL:		TRUST:		COMPANY:		PARTNERSHIP:	
SPECIFY CITIZENSHIP/RESIDENCY							
RSA:		USA:		OTHER:			
TITLE (MR/MRS/MISS/OTHER)		SURNAME					
FULL FORENAMES/ENTITY NAME							
DATE OF BIRTH	IDENTITY / MASTER'S REFERENCE / REGISTRATION NUMBER						
RSA TAX NUMBER	E-MAIL						
RESIDENTIAL / BUSINESS ADDRESS	POSTAL ADDRESS						
TELEPHONE (WORK)	TELEPHONE (MOBILE)						
IF THE INVESTOR IS A NATURAL PERSON, ARE YOU A POLITICALLY EXPOSED PERSON ("PEP"), PROMINENT INFLUENTIAL PERSON OR DO YOU HAVE SUCH CONNECTIONS? IF YES, PLEASE SPECIFY.							
IF THE INVESTOR IS AN ENTITY/COMPANY, THE FOLLOWING SECTION NEEDS TO BE COMPLETED							
WHAT IS THE NATURE OF ITS BUSINESS ACTIVITIES?							
IS THE COMPANY LISTED ON A STOCK EXCHANGE? IF YES, PLEASE SPECIFY.							

IS THE ENTITY PART OF A COMPLEX/MULTI-LAYERED STRUCTURE OF OWNERSHIP/CONTROL? IF YES, PLEASE SPECIFY. STATE WHETHER THIS COMPANY IS A SUBSIDIARY. IF YES PLEASE PROVIDE THE NAME OF HOLDING COMPANY.	
ARE THERE PEPS IN THE OWNERSHIP/CONTROL STRUCTURE? IF YES, PLEASE SPECIFY.	
DOES THE BUSINESS IMPORT/EXPORT HIGH VALUE GOODS / HIGH CASH GENERATING BUSINESS?	
DOES THE BUSINESS OPERATE IN OTHER COUNTRIES? IF YES, PLEASE SPECIFY.	
IS THE BUSINESS REGULATED BY ANY LOCAL OR INTERNATIONAL AUTHORITIES? IF YES, PLEASE SPECIFY.	
ARE THE GEOGRAPHIC LOCATIONS FROM WHERE CLIENTS ENGAGE KNOWN TO APPLY EXCESSIVE CLIENT CONFIDENTIALITY?	

MCM may make use of third-party service providers to process and verify the Investor’s personal information for the purposes of FICA and by signing this mandate and application form, the Investor acknowledges and consents thereto.

The Investor confirms that the information provided in Annexure A is current, true, and accurate and that should there be any changes to the information provided - I undertake to immediately notify the MCM to enable them to update their records accordingly.

SECTION 2

Application Amount	
I the Investor wish to Invest the following amount as to subscribe for Ordinary Shares within the Selected VCCs as per paragraph 3 within this Mandate Form.	
Monetary Value of Investment	R

The minimum application amount is R350 000 and thereafter increased in increments of R50 000.

MCHF 2 – Selected VCC’s	Percentage Allocation of MCHF 2
Decentral Energy Capital Limited	18%
Nesa Investment Holdings Limited	29%
Sunstone Capital Limited	24%
GAIA Venture Capital Limited	29%
Total	100%

Payment by electronic transfer or cheque must be made into the following bank account, with the initials and surname of the Investor as the reference:

Bank: Standard Bank
Branch: Sandton
Branch code: 051 001
Account name: Metta Capital Managers
Account number: 301995702
Reference: “Initials, Surname of Investor”

SECTION 3

Account details where proceeds of investment are paid:

Bank:	
Branch:	
Branch code:	
Account name:	
Type of Account:	
Account Number:	
Signature of Bank Account Holder	

SECTION 4

Please initial each page and sign below to complete the application

SIGNED AT _____ ON THIS _____ DAY OF _____

INVESTOR SIGNATURE

NOTE:

By signing here, you are agreeing to be bound by the terms contained in this Mandate and Application Form and the Investment Memorandum.

Applications are irrevocable and may not be withdrawn once submitted. Please refer to the terms and conditions of the Investment Opportunity as set out in the Investment Memorandum. Investors should consult their broker, banker, or other professional regarding this Investment Opportunity.

The completed Mandate and Application form may be scanned and emailed to investors@mettacapital.co.za or hand delivered to: 164 Katherine Street, Pinmill Office Park, Building 2, First Floor, Strathavon, 2196, South Africa, Attention Cindy Hale to be received by no later than 17h00 on 29 June 2021. No late applications will be accepted.

ANNEXURE B – FICA REQUIREMENTS

1. FICA documentation

- 1.1 The following outlines the supporting documentation required in terms of the Financial Intelligence Centre Act No. 38 of 2001 as amended, as well as other documents required by the Company. This documentation is necessary in order for the Company to identify and verify the client.
- 1.2 Copies of the supporting documentation are sufficient as long as all text and photographs are clear and legible.

2. Natural Person

- 2.1 Copy of ID document bearing ID number and photograph (copy of passport for foreign nationals)
- 2.2 Copy of proof of residential address (e.g. utility bill or telephone account less than three months old)
- 2.3 Proof of banking (e.g. bank statement or cancelled cheque less than three months old)
- 2.4 Proof of Tax Number (Statement from SARS containing the tax number filled in above)

3. Natural Person (Minor)

- 3.1 Copy of the birth certificate (abridged or unabridged)
- 3.2 In the case of a guardian, provide documents confirming legal guardianship and complete the form for Minor Declaration.
- 3.3 Copy of SARS document confirming income tax number of minor (if applicable)
- 3.4 Proof of address less than three months old
 - As the parent / guardian, you may provide a declaration confirming that:
 - You share an address with the minor. Complete the Declaration of Residential Address.
 - The minor does not have a tax number
 - Copy of ID document (SA Citizens) / Passport (Foreign Nationals) of parent / guardian
- 3.5 Copy of bank letter confirming parent / guardian banking details, alternatively copy of a bank statement (less than three months old)

4. Natural Person (Non-Resident)

- 4.1 Copy of foreign ID / passport
- 4.2 Proof of address less than three months old
 - Should you not have proof of address in your name, you may provide a declaration by a third party confirming that you share an address with them and provide the third party's proof of ID and proof of address (less than three months old). Complete the Declaration of Residential Address
- 4.3 Document confirming tax registration number (if applicable)
 - If you or any controlling persons associated with the investment have a tax number, tax residency or nationality in a country other than South Africa. (Foreign Account Tax Self-certification (FATCA) (USA) (if applicable.)
- 4.4 Copy of bank letter confirming foreign bank details of individual, alternatively copy of a bank statement (less than three months old)
 - For investment products (i.e. retirement annuity, equity linked living annuity, voluntary investment plan, tax free investment plan and endowment), we do not make payment to non-resident bank accounts
 - For stockbroking products (i.e. local shares, offshore shares and ETPs), we will be able to accommodate payments to non-resident bank accounts

5. Estate Late

- 5.1 For the deceased we require the following:
- Copy of death certificate
 - Copy of ID
- 5.2 Bank details of estate late account
- 5.3 Resolution (if more than one executor)
- 5.4 For the executor/s we require the following:
- Copy of ID
 - Copy of Letter of Executorship / Authority
 - Proof of address (less than three months old)

6. Trust

- 6.1 Copy of Trust Deed or Founding document.
- 6.2 Copy of Letter of Authority given by Master of the High Court (or such other official document issued if a foreign trust) to each trustee of the trust.
- 6.3 For each Natural Person who is a Trustee/ Authorised Person/ Beneficiary/ Founder:
- Copy of ID document bearing ID number and photograph (copy of passport for foreign nationals)
 - Copy of proof of residential address (e.g. utility bill or telephone account less than three months old)
 - Contact particulars
- 6.4 For each Close Corporation/ Company who is a Trustee/ Authorised Person/ Beneficiary/ Founder documentation as listed under point 4/5 except proof of banking.
- 6.5 Proof of banking (e.g. bank statement or cancelled cheque less than three months old)

7. Close Corporation

- 7.1 Copy of Founding Statement and Certificate of Incorporation.
- 7.2 Copy of Amended Founding Statement (CK2) if applicable.
- 7.3 Copy of proof of trading name and business address (e.g. copy of letterhead or utility bill less than three months old)
- 7.4 Copy of a resolution signed by all the members giving the authorised person power to act on the Close Corporations behalf
- 7.5 For each Natural Person who is a Member/ Authorised Person:
- Copy of ID document bearing ID number and photograph (copy of passport for foreign nationals)
 - Proof of residential address (e.g. utility bill or telephone account less than three months old)
 - Contact particulars
- 7.6 Proof of banking (e.g. bank statement or cancelled cheque less than three months old)

8. Company

- 8.1 Copy of Certificate of Incorporation and Notice of Registered Office and Postal Address.
- 8.2 Copy of proof of trading name and business address (e.g. copy of letterhead or utility bill less than three months old)
- 8.3 Copy of a resolution signed by all the members giving the authorised person power to act on the Companies behalf
- 8.4 Proof of banking (e.g. bank statement or cancelled cheque less than three months old)

- 8.5 For each Natural Person who is a Director/ Authorised Person:
- Copy of ID document bearing ID number and photograph (copy of passport for foreign nationals)
 - Proof of residential address (e.g. utility bill or telephone account less than three months old)
 - Contact particulars
- 9. Non-Resident Company**
- 9.1 Copy of foreign company registration documents
- 9.2 Proof of address (less than three months old)
- 9.3 Document confirming tax registration number for company
- 9.4 Resolution signed by all directors nominating one signatory / representative
- 9.5 Copy of bank letter confirming foreign bank details of the company, alternatively copy of bank statement (less than three months old)
- 9.6 For the authorised signatory / representative and / or CEO, each director and each person or corporation with shareholding of 25% or more in the company, we require the following:
- Copy of ID / passport
 - Proof of address (less than three months old)
- 10. Partnership**
- 10.1 Copy of partnership agreement
- 10.2 Proof of address (less than three months old)
- 10.3 Resolution signed by all members nominating authorised signatory / representative
- 10.4 Copy of SARS document confirming Income tax / VAT registration number for the partnership (if applicable)
- 10.5 Copy of bank letter confirming banking details of partnership account, alternatively copy of bank statement (less than three months old)
- 10.6 For the authorised signatory / representative and each partner, we require the following:
- Copy of ID
 - Proof of address (less than three months old)
- 11. Unincorporated Entities (E.G. Clubs, Churches)**
- 11.1 Copy of document confirming list of all active members
- 11.2 Resolution signed by all members nominating authorised signatory / representative (a note to be made of bank details and possible tax implications for the nominated person)
- 11.3 Proof of address (less than three months old)
- 11.4 Copy of SARS document confirming Income tax / VAT registration number for the entity (if applicable)
- 11.5 Copy of bank letter confirming banking details of partnership account, alternatively copy of bank statement (less than three months old)
- 11.6 For the authorised signatory / representative and each member or partner, we require the following:
- Copy of ID
 - Proof of address (less than three months old)
- 12. POPI ACT**
- The Parties agree that they may obtain personal information during the duration of the Agreement for the fulfilment of the rights and obligations contained herein and may further only process such information for the specific purposes of complying with their obligations in terms of this Agreement.
 - The Parties agree that if personal information will be processed for additional purposes beyond the

original purpose for which it was obtained, explicit written consent must be obtained beforehand from the other Party.

- Performing the obligations as set out in this Agreement, the Parties shall at all times:
 - comply with the provisions of all laws, which regulate the protection of personal data, including but not limited to the Protection of Personal Information Act 2013;
 - comply with all laws, policies, and procedures relating to the protection, storage, handling, privacy, processing and retention of data as well as the destruction of data, including personal data;
 - ensure that it shall not sell, offer for sale or dispose of or attempt to dispose of or create or allow the encumbrance over any personal data;
 - ensure that it does not disclose personal data other than in terms of this Agreement;
 - ensure that it processes data for only the express purpose for which it was obtained;
 - ensure that it has all reasonable technical and organisational measures in place to protect the personal data from unauthorised access and/or use.

The Parties agree that this clause 12 shall remain in force and effect notwithstanding the termination of this Agreement.