



REG no: 1984/005432/07
VAT no: 4640276855

A copy of the following documentations must accompany this Subscription Agreement: ID Document of Authorized Signatory
Bank Confirmation Letter

DEALER NAME & ACC # (If Applicable)	AUTHORISED RESELLER
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SUBSCRIBER NAME

ID NUMBER

SUBSCRIBER CONTACT DETAILS	
Telephone No	FAX No
Contact Person	Cell No
Street Address	Email Address
	Postal Address
Code	Code

RESOLUTION: The Subscriber enters into a twenty four month Subscription Agreement with Commercial ICT for the use of the Pocket Secure Plus Product subject to the Terms and Conditions as specified.

DETAILS OF AUTHORIZED SIGNATORY	
Full Names	Surname
ID No	Date

DECLARATION: The Subscriber warrants that all the information contained in this Subscription Agreement is true and correct and by its signature hereto, it acknowledges entering into a Subscription Agreement with Commercial ICT, upon Commercial ICT's Standard Terms and Conditions as provided for and as set out in this Schedule. The Subscriber acknowledges and agrees to hold it self bound to the terms and conditions as applicable upon it. The Subscriber further acknowledges that pending Commercial ICT's written acceptance hereof it shall have no claim against Commercial ICT arising out of this Subscription Agreement application. THE AUTHORISED SIGNATORY further warrants full authority to enter into this Subscription Agreement on behalf of the Subscriber.

FOR AND ON BEHALF OF THE SUBSCRIBER	FOR AND ON BEHALF OF COMMERCIAL ICT
<p>.....</p> <p>PRINT NAME SIGNATURE DATE</p>	<p>.....</p> <p>PRINT NAME SIGNATURE DATE</p>

USER	
Name	Surname
Email	Mobile No.

TAKE NOTE: Pocket Secure Permaconn Application needs to be downloaded from your "Play Store" at a cost of R10.00 to each user.

INITIALS

SUBSCRIPTION AGREEMENT.

PERMACONN is a division off Commercial ICT, which is a division of HUDACO TRADING (PTY) LTD

Standard Terms and Conditions

1 DEFINITIONS

- 1.1 Unless the context otherwise indicates a contrary intention, the words herein below defined shall have the meanings assigned to them, and similar expressions shall bear corresponding meanings -
- 1.1.1 **"this agreement"** — means this subscriber agreement, as amended from time to time, together with the schedule/s annexed hereto;
- 1.1.2 **"activation"** - means the enabling of a Radio by the service provider at the network operator's premises to operate on the cellular network in terms of this agreement;
- 1.1.3 **"activation date"** shall mean the date of the activation of the Radio on the network by the network operator
- 1.1.4 **"business day"** — means any day of the week excluding Saturdays, Sundays and public holidays;
- 1.1.5 **"charges"** - means the activation, connection charges, monthly subscription charges, usage charges and any other charges pertaining to the provision of the network services, radio and any other services howsoever described, by Commercial ICT - Permaconn to the Subscriber, as detailed in the price list from time to time;
- 1.1.6 **"GSM"** - means Global System for Mobile Communications as defined in the European Technical Standards Institute structure of specifications;
- 1.1.7 **"initial period"** — means a period of 24 consecutive months (as specified in this subscription agreement) commencing from the date of activation which date shall be set out in the Subscription agreement.
- 1.1.8 **"MSISDN"** means the Mobile Station International User Directory Number (otherwise known as the mobile telephone number) programmed into each SIM card;
- 1.1.9 **"network"** - means the public land mobile network established and operated by the network operator in the Republic;
- 1.1.10 **"network services"** — means the mobile telephony services provided by the network operator through or in connection with the network from time to time including data facilities, supply of security equipment, supply of Radios and any additional services, all of which are made accessible to the Subscriber by Commercial ICT - Permaconn in terms of this agreement;
- 1.1.11 **"network operator"** — means the MTN SA (Pty) Ltd, Vodacom (Pty) Ltd, Pocket Secure.
- 1.1.12 **"order"** - means an order placed by the Subscriber as per the order form in the schedule for the use of the services;
- 1.1.13 **"package option"** - means any one of the Permaconn packages under which the network services are made accessible to the Subscriber, which packages are set out in the price list and vary according to the network services, hardware and software included and other variables determined by Commercial ICT / Permaconn or the network operator from time to time, but subject to the requirements, conditions and/or approvals of the relevant regulatory authority, where applicable;
- 1.1.14 **"price list"** - means that schedule on which the charges levied by Permaconn are reflected, which price list may be amended by Commercial ICT from time to time and which is available on request from Commercial ICT / Permaconn;
- 1.1.15 **"prime rate"** - means a rate of interest per annum which is equal to the Standard Bank of South Africa Limited's published minimum lending overdraft rate of interest per annum plus 3% (three percent), compounded monthly in arrears and charged by such bank on the unsecured overdrawn current accounts of its most favored corporate clients in the private sector from time to time. In the case of a dispute as to the rate so payable the rate shall be certified by any manager or assistant manager of the said bank, whose decision shall be final and binding on the parties;
- 1.1.16 **"Republic"** - means the Republic of South Africa;
- 1.1.17 **"the schedule"** - means the application section of this agreement to which these terms and conditions are attached;
- 1.1.18 **"Radio / Equipment"** means a User Identity Module incorporating an MSISDN which, when activated by the network operator, provides a Subscriber using equipment with access to the network services;
- 1.1.19 **"Subscriber"** means that party whose particulars appear on the schedule or his/her successors or authorized assignees;
- 1.1.20 **"Commercial ICT / Permaconn"** means Commercial ICT - Permaconn, a division of Hudaco Trading (Pty) Ltd, registration number 1984/005432/07, a company duly registered and incorporated according to the laws of the Republic of South Africa;

2 INTRODUCTION AND RECORDAL

- 2.1 The Subscriber hereby subscribes for the package option and network services with Permaconn, subject to the terms and conditions set out in this agreement.
- 2.2 The conditions of this agreement shall apply with necessary changes to each and every schedule which the parties may enter into and the charges described in each such schedule shall be payable according to the conditions of this agreement as if the conditions of this agreement were incorporated in each and every such schedule.

3 PROVISION OF NETWORK SERVICES

- 3.1 Any equipment shall be ordered by the Subscriber from Permaconn.
- 3.2 The terms of this agreement shall apply to each package and related services furnished and provided by Permaconn to the Subscriber.

4 COMMENCEMENT, TERMINATION AND RENEWAL

- 4.1 This agreement shall commence on the activation date and, subject to the terms of this agreement, shall continue for the period specified in the application ("initial period") unless terminated —
- 4.1.1 by the Subscriber during the course of the period following the initial period, by submitting to Permaconn a written notice of termination not less than 60 (sixty) days prior to the expiration of the calendar month in which this agreement should be terminated, and/or
- 4.1.2 by Permaconn, forthwith on written notice to the Subscriber, in the event that the sub-license issued by the network operator in terms of which Permaconn is authorized and empowered to give the Subscriber access to the network services is terminated for whatsoever reason.
- 4.2 Upon activation this agreement shall become binding between Permaconn and the Subscriber. The Subscriber herewith expressly - dispenses with notification of acceptance of the offer by Permaconn.
- 4.3 If any equipment is supplied to the Subscriber and activated at any time pursuant to the execution of a further agreement between Permaconn and the Subscriber, which execution occurred subsequent to the execution of this agreement, then such equipment shall be governed by the terms and conditions of such later agreement. The terms and conditions of this agreement shall, however, continue to apply to the equipment, network services, etc. supplied under this agreement.

5 SUPPLY AND ACCEPTANCE OF SERVICES

- 5.1 The order placed by the Subscriber on Commercial ICT - Permaconn is subject to Commercial ICT - Permaconn's approval in its sole discretion. If Permaconn does not approve the order, it shall not be under any obligation to the Subscriber to give reasons for its decision.
- 5.2 Permaconn shall utilize its best endeavours to promptly comply with any supply and/or delivery requirements recorded in the subscription agreement, but shall not be liable to the Subscriber in the event that such supply and/or delivery is

delayed or cancelled, for whatsoever reason.

- 5.3 The subscriber shall be responsible for obtaining all necessary approvals and authorities required for the purpose of any such supply and/or delivery of an order, and the Subscriber hereby indemnifies Permaconn against any claim or liability suffered by Permaconn by reasons of such approvals and authorities not having been obtained.
- 5.4 All risk in the equipment supplied and delivered by Permaconn to the Subscriber shall pass to the subscriber on delivery thereof to the Subscriber or a party nominated by the Subscriber to accept receipt of such equipment.
- 5.5 If equipment is lost, stolen or damaged, the Subscriber shall immediately notify Permaconn of this in writing and until Permaconn receives such notification, the Subscriber shall remain liable for all costs and charges pertaining to such service. Permaconn shall as soon as reasonably possible, issue support to the Subscriber, and may in its discretion, require the Subscriber to effect payment of a reasonable charge in respect of the cost of issuing such services. Due to loss, theft or damage and/or the issue of a replacement equipment and/or the allocation of a new equipment for any reason, shall in no way be deemed to constitute a termination of this agreement which shall continue to be of full force and effect.
- 5.6 Should the Subscriber, upon acceptance of the equipment, discover any fault or defect, the Subscriber shall within three days of acceptance, return the equipment to Permaconn in the same condition and packaging as the equipment was accepted along with the proof of Subscription agreement and proof of upfront payment and Permaconn shall replace the damaged/faulty equipment. In addition to the Subscription agreement, the Subscriber shall complete the Permaconn Information form. The Subscriber shall also provide the necessary documents as required in terms of the Regulation of Interception of Communications and Provision of Communication-Related Information Act.
- 5.7 Upon acceptance of equipment by the Subscriber, the ownership shall remain with Permaconn and the Subscriber shall hold it on behalf of Permaconn for the duration of the initial period as set out under this agreement. 'Subscriber shall have no claim against Permaconn nor shall the Subscriber be entitled to cancel this agreement .
- 5.8 The Subscriber hereby warrants and undertakes in favour of Permaconn that the Subscriber -
- 5.9 shall at all times keep the equipment in their possession and under its control and shall take reasonable care in the use of security equipment;
- 5.10 shall not sell, loan, let, pledge, transfer or otherwise encumber or alienate the equipment in any way or permit any lien to arise in respect if the equipment; without express permission from Commercial ICT;
- 5.10.1 shall not cede, assign or delegate any of its rights or obligations in terms of this agreement;
- 5.10.2 recognizes that no right, title or interest in the software or the service contained in each Equipment issued to the Subscriber, vests in the Subscriber;
- 5.10.3 shall not, nor permit any third party to reverse engineer, decompile, modify or tamper with the software or the Radio contained, or pertaining to, any equipment;
- 5.10.4 shall not without prior written consent from Permaconn, remove the equipment from outside the boundaries of South Africa;
- 5.10.5 shall not use the equipment/services supplied in terms of this agreement for any other purpose other than that provided for in terms of this agreement.
- 5.10.6 shall not use the services, supplied in terms of this agreement, in any equipment not supplied by Permaconn; and
- 5.10.7 shall at reasonable times permit Permaconn or Permaconn's representative to inspect the equipment from time to time.
- 5.10.8 The Subscriber warrants that it is bound by these terms and in particular, but not without prejudice to the generality of the foregoing, it accepts that Permaconn shall have the right to enforce against them jointly and severally any liability of the Subscriber under these terms and conditions or to recover from them any sums to be paid by the Subscriber which upon proper demand have not been paid.
- 5.11 The Subscriber accepts that Commercial ICT, Permaconn and all its associates will not be held responsible for any use of its products used to commit terrorist activities or any unlawful activities within the boundaries of any or all of its associated countries where SIM cards are activated / reside / connected to the respective networks

6 SUPPLY OF NETWORK SERVICES

- 6.1 The Subscriber hereby warrants and undertakes in favour of Permaconn that the Subscriber shall not use nor allow the services to be used for any improper, immoral or unlawful purpose, nor in any way which may cause injury or damage to persons or property or an impairment or interruption to the network services;
- 6.2 The availability of the DATA services, whether for free or in circumstances where a monthly charge is charged, is subject to the discretion of Permaconn and may be charged' for or withdrawn at any time by Permaconn in its sole discretion. In the event that Permaconn withdraws any service for which a monthly charge is levied, no further monthly charge will be levied for the period after the withdrawal of such service concerned. Permaconn shall be entitled, in its sole discretion and without notice to the Subscriber, to vary, discontinue or substitute any such Service without reducing any of the monthly service charges or providing any refund, unless it determines in its sole discretion to do so.

7 CHARGES

- 7.1 In consideration for the services, software and any other products and/or services supplied by Permaconn to the Subscriber, the Subscriber shall effect payment to Permaconn of the applicable charges, as detailed in the subscription agreement and the price list from time to time, and whether or not the equipment and/or network services have been, or are being utilized by the Subscriber.
- 7.2 Permaconn may, on written notice to the Subscriber, vary any charges, either in whole or in part, with effect from the date specified in such notice.
- 7.3 Unless otherwise agreed to by Permaconn in writing, the Subscriber shall effect payment to Permaconn –
- 7.3.1 for the activation and supply of equipment, and initial subscription in full, on presentation of a tax invoice and against such delivery;
- 7.3.2 of Monthly Subscription charges, monthly in advance, and of all other charges, monthly in arrears, in either event in full;
- 7.3.3 Where payment is made by the Subscriber through a debit order, the Subscriber's bankers or other intermediaries shall act as the Subscriber's agents and the Subscriber shall have discharged its obligations only upon payment being received by Permaconn at Permaconn's Premises or by the bankers of Permaconn and such payment has been identified by Permaconn as the Subscriber's payment for the relevant Subscriber's Account.
- 7.4 Should the activation date occur prior to the 15th of the month, the subscriber shall be billed for and pay the subscription charge for the full month. If the activation date occurs after the 15th of the month, the subscriber shall only be billed half of the subscription charges.
- 7.5 Notwithstanding the provisions of Clause 7.3, Permaconn may at any time on reasonable written notice to the Subscriber vary its invoicing and payment procedures and requirements.

INITIALS



REG no: 1984/005432/07
 VAT no: 4640276855



24h Support: 0860 995 304
 Email: permaconn@commercialict.co.za
 Website: www.permaconn.co.za

DEBIT ORDER & PAYMENT DETAILS

PERMACONN APPLICATION DETAILS

INDICATE REQUIREMENT WITHIN X
 Term of Contract 24 Months X
 Package: Pocket Secure Plus

Name and Details	Amount (R)	Total (R)
Monthly Contract Payment		
	Total excl VAT	
Permaconn Radio No <input type="text"/>	VAT @ 15%	
	Total incl VAT	

DEBIT ORDER INSTRUCTION

The Subscriber hereby instruct Commercial ICT to debit the bank account held by the Subscriber for any amounts owned by the Subscriber to Commercial ICT in terms of this Agreement on a monthly basis for the duration of the Agreement.

Account Holder Account No

Acc. Type Branch Code

Bank Name Branch Name

THE AUTHORISED SIGNATORY warrants full authority to approve this Purchase Order on behalf of the Subscriber.

.....
 SUBSCRIBER (PRINT NAME) DATE SIGNATURE

PERMACONN SYSTEM REGISTRATION (Office Use)

Activated

Pocket Secure User 1 Activatec User 6 Activated User 9 Activated
 User 2 Activatec User 7 Activated User 10 Activated
 User 3 Activatec User 8 Activated

Activated

INITIALS

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7.6 In the event that Permaconn requires payment for the services provided to the Subscriber to be made by debit order, the Subscriber will commit a breach of this agreement if the Subscriber -

7.6.1 cancels such debit order without the prior written consent of Permaconn;

7.6.2 changes his banking details upon which the debit order relies, without giving Permaconn prior notification of such change and providing Permaconn with the Subscriber's new banking details.

7.7 Monthly subscription and usage charges paid by means of debit order will be subject to the following provisions:

7.7.1 the Subscriber authorizing Permaconn to draw against its account as set out in the schedule (or any other bank or branch to which the subscriber may transfer its account) any variable amount pertaining to this agreement, on the date as set out on the particular tax invoice issued on a monthly basis;

7.7.2 all withdrawals from the Subscriber's bank account by Permaconn shall be treated as though they had been signed by the Subscriber personally; .

7.7.3 the Subscriber understanding that it shall not be entitled to any refund of amounts, which was drawn whilst this authority was in force if such amounts are legally owing to Commercial ICT / Permaconn.

7.7.4 The debit order shall be run on the first working day, after the end of each month.

7.8 A monthly tax invoice shall be sent by Commercial ICT / Permaconn to the Subscriber at the email address supplied by the Subscriber in the schedule. If no email address is available, at the address supplied by the Subscriber in the schedule or in writing to Permaconn. It shall be the duty of the Subscriber to check the tax invoice in order to ensure that the contents thereof are correct. Unless a query is raised in respect of the contents of a tax invoice within 7 (seven) days from the date thereof, the contents thereof shall be deemed to be correct.

7.9 The billing functionality provided with the system is only for record of use by the Subscriber.

7.10 in the event of the Subscriber failing to effect payment of any amount owing by him to Commercial ICT on due date, then without derogating from Commercial ICT's rights in terms of Clause 10, the Subscriber shall be liable to effect payment of interest to Commercial ICT / Permaconn on the amount so owing, at the prime rate from due date to date of payment.

8 SUSPENSION

8.1 Permaconn may at any time, without notice to the Subscriber and in any manner whatsoever, suspend the Subscriber's access to the network services in the event that -

8.1.1 any modification, maintenance or remedial work is required to be undertaken pertaining in any manner whatsoever, to the services or the Network;

8.1.2 the Subscriber fails to perform any of his obligations, or breaches any terms of this agreement;

8.2 Permaconn reserves the right to require the Subscriber to effect payment of any applicable reconnection charge pursuant to the restoration of network services suspended in the circumstances contemplated in Clauses 8.1.2.

8.3 Unless otherwise agreed to by Permaconn in writing, in the event that the Subscriber's access to the Network is suspended, the Subscriber shall still be liable for the Monthly charges during any such period of suspension.

9 LIMITATION OF LIABILITY Without detracting from any of the other provisions of this agreement, Commercial ICT / Permaconn shall not be liable to the Subscriber for any loss or damage suffered by the Subscriber, and whether same is direct or consequential, in the event that -

9.1 Permaconn fails for any reason whatsoever to supply and/or deliver any services, either on the required date, or at all; and/or

9.2 The network services are interrupted, suspended or terminated, for whatsoever reason; and/or

9.3 Permaconn fails to suspend the network services to the Subscriber in terms of an arrangement between Commercial ICT / Permaconn and the Subscriber; and/or

9.4 Such loss or damage was caused by any negligent act or omission on the part of Commercial ICT / Permaconn, its employees or its agents.

10 BREACH

In the event that the Subscriber breaches any term of this agreement, or any warranty given by him hereunder, or fails to fulfill any obligation resting upon him, including a failure to pay any amount owing to Commercial ICT / Permaconn on due date, then without prejudice to Permaconn 's rights, Permaconn may forthwith and without notice to the Subscriber, either suspend this agreement in terms of clause 8 above, terminate this agreement, or call for specific performance of all the Subscriber's obligations and immediate payment of all sums of money owing by the Subscriber, whether or not then due, in either event without prejudice to Permaconn's right to seek such damages as it may have suffered by reason of such breach or failure. Notwithstanding the foregoing, and pending Permaconn's election in terms of this clause, Permaconn shall not be obliged to perform any of its obligations under this agreement and the Subscriber shall remain liable for the payment of all amounts owing by the Subscriber in terms of this agreement, whether or not such amounts are then due.

11 DOMICILIUM CITANDI

11.1 Each of the Parties choose domicilium citandi et executandi ("domicilium") for the purposes of the giving of any notice, the serving of any process and for any purposes arising from this agreement at l their respective addresses set forth in this agreement.

11.2 Each of the Parties shall be entitled from time to time, by written notice to the other to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or poste restante. Such address shall become the domicilium of that party within 30 (thirty) days of the other party receiving such notification.

11.3 Any notice given and any payment made by a Party to the other ("the addressee") which -

11.3.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee at the time of delivery: provided that if the delivery is effected by or on behalf of the Subscriber at Commercial ICT / Permaconn 's domicilium, the presumption shall only apply as regards Commercial ICT / Permaconn if proof of receipt is obtained by the party effecting such delivery and duly produced as may be required to prove such delivery;

11.3.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee on the seventh day after the date of posting.

11.4 Where, in terms of this agreement any communication is required to be in writing, the term "writing" shall include communications by telex and/or facsimile. Communication by telex and/or facsimile shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee forty eight (48) hours after the time of transmission.

12 GENERAL

12.1 Unless otherwise stipulated, all prices and charges set out in this agreement and any price list are exclusive of Value Added Tax and any other applicable tax or duty, the liability for which shall vest with the Subscriber.

12.2 The rights and obligations of the Subscriber in terms of this agreement may not be ceded or . delegated to any third party without Permaconn's prior written

consent. The rights and obligations of Permaconn in terms of this agreement, may be ceded, assigned and/or delegated by it to any other party on written notice to the Subscriber.

12.3 Permaconn may change the terms and conditions of this agreement as a result of changes in taxes, laws, regulations, the terms and conditions of the license issued to the Service Providers, the terms and conditions of any agreement between the Service Providers and Permaconn or any circumstances or events similar to the aforesaid. Permaconn shall notify the Subscriber of any such changes in writing.

12.4 Subject to 14.3, no variation, alternation or consensual cancellation of the agreement or any of the terms thereof, shall be of any force or effect, unless in writing and signed by the parties hereto.

12.5 No waiver or abandonment by either party of any of his rights in terms of this agreement shall be binding on that party, unless such waiver or abandonment is in writing and signed by the waiving party.

12.6 No indulgence, extension of time, relaxation or latitude which any party ("the grantor") may show, grant or allow to another ("grantee") shall constitute a novation or waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

12.7 This agreement constitutes the entire agreement between the parties in relation to the subject matter hereof, and no representation by either of the parties or their agent/s, whether made prior or subsequent to the signing of the agreement, shall be binding on either of the parties unless in writing and signed by both the parties hereto.

12.8 No indulgence, leniency or extension of time, which Permaconn may show to the Subscriber, shall in any way prejudice Permaconn or preclude Permaconn from exercising any of its rights in the future.

12.9 This agreement and all matters or disputes arising there from or incidental thereto shall be governed and construed in accordance with the laws of the Republic of South Africa.

12.10 The Subscriber, by his signature hereto and in terms of the provisions of Section 45 of the . Magistrate's Court Act, No 32 of 1944, as amended, consents to the jurisdiction of the Magistrate's Court in relation to any actions or proceedings instituted against the Subscriber in terms of, or ' arising out of the provisions of this agreement, provided that Permaconn, in its sole and absolute discretion shall be entitled to institute any such actions or proceedings, in any division of the High Court of South Africa possessed of the requisite jurisdiction.

12.11 A certificate under the hand of any manager of Permaconn certifying the sum of any amount owing by the Subscriber to Permaconn shall be prima facie proof of its contents and sufficient proof for the purposes of enabling Permaconn to obtain any judgment or order against the Subscriber.

12.12 Notwithstanding the manner in which the clauses in this agreement have been grouped together or linked, each of them constitutes a separate and independent clause, severable from each of the other clauses in regard to all aspects thereof. Accordingly should one or more of the clauses be declared unenforceable, the remaining clauses shall continue to be and remain of full force and effect. For the purposes of this agreement the terms "clause" shall mean and include all sub-clauses of this agreement.

12.13 The Subscriber hereby authorizes Permaconn to disclose the Subscriber's name, address, and personal details to any party, whenever it is reasonably necessary for Permaconn to properly perform its functions or protect its interests, or directory or repair services and information to Network users generally or such information has been requested by any competent regulatory or legislative body.

12.14 No alteration, or variation which the Subscriber may be entitled to make to, inter alias, or services set out in the schedule shall be of any force or effect unless 30 days written notice of such alteration or variation is given to Commercial ICT / Permaconn.

12.15 In the event of Permaconn instituting legal proceedings against the Subscriber to recover amounts due to Permaconn or take any other legal steps arising out of this agreement, the Subscriber shall be liable for legal costs on the scale as between attorney and own client and/or any collection costs.

12.16 Permaconn shall be entitled to charge the Subscriber for any banking, and/or internal administration fees incurred by it in the event of the Subscriber defaulting in its payment or any other of its obligations as set out in this agreement.

12.17 Permaconn may, to the extent permitted by law, receive or disclose the Subscriber's personal information, documents, detailed billing records, credit profile information and/or any other credit information from or to —

12.17.1 any credit providers, credit bureau or credit reporting agencies;

12.17.2 any law enforcement agencies that require the information for the prevention of investigation of criminal activities; -

12.17.3 any of Permaconn's shareholders, related entities, suppliers, agents or professional advisors for reporting, accounting, product supply and services, marketing and/or auditing purposes;

13 SURETYSHIP

13.1 The authorized signatory who represents or acts on behalf of the Subscriber, is bound to Permaconn as surety and co-principle debtor and guarantor with the Subscriber, for the due and punctual payment of monies owing by the Subscriber to Permaconn howsoever arising, which are at the present or may at any time in the future become due and owing. By his or her signature hereto, the authorized signatory renounces the benefits of exclusion and division and warrants that he or she has read the Subscription agreement including the Terms and Conditions and that he or she has agreed to be bound hereunder.

14 SEPARATE AGREEMENTS

Subject to the a foregoing provisions of this agreement, the services made accessible by Permaconn to the Subscriber on the one hand, and the use of the security equipment(s) on the other hand under this agreement, shall constitute separate and divisible agreements, each one capable of standing on its own.

DETAILS OF AUTHORITY SIGNATORY	
Full Names:	
I.D. No:	
Surname:	
FOR AND ON BEHALF OF THE SUBSCRIBER	
SIGNATURE	DATE
	INITIALS