

Before you read the agreement

What this costs the club: nothing. No commission, no subscription, no set-up fee, no listing fee. The Pro Shop console is free. You keep **100% of every green fee and 100% of every cart hire** — Shankdt takes no share of either, ever.

How Shankdt is paid. The golfer pays a booking fee of 5% of the round, capped at R50 per player, on top of your price — **plus** the payment-processing recovery (clause 7.2B). Both are charged to the golfer, never to you. On a R1,400 booking for two players that is R70 + R56 = **R126** on top.

Two ways a golfer can pay, and you keep the same either way. They can settle at your club as a walk-in would — your till takes everything, you keep your money, and you pass on only Shankdt's portion once a month for rounds actually played (clause 8.11). That portion is the **whole add-on** the golfer paid — booking fee and processing recovery — not the 5% alone. Or, once the payment rail is switched on for you, they can pay in the app — and the payment is split at the moment it is charged, so your share goes **straight into your bank account** and never passes through Shankdt at all (clause 8.1.2).

The fee cannot change unless you agree. Shankdt cannot raise the booking fee on its own — any change needs both of us to agree in writing, and it never applies to bookings already made (clause 7.8).

Everything on Shankdt's side is already filled in. What you complete is your own side: your club's name and contact details, your rates and tee-sheet settings, and your cancellation policy — all in **Schedule A** at the back, which we fill in together — plus your bank account for app payments, and signatures. The terms themselves are fixed and are the same for every club.

This box is an orientation only. It is not part of the agreement, and where it differs from a clause, the clause governs.

SHANKDT CLUB PARTNERSHIP AGREEMENT

This Agreement is made between:

(1) SHANKDT — Shankdt (Pty) Ltd, registration number 2026/568985/07, VAT number **not registered**, a private company incorporated in the Republic of South Africa, of 9 Lanyon Street, Baillie Park, Potchefstroom, North West, 2531, South Africa ("**Shankdt**", "**we**", "**us**"); and

(2) THE CLUB — the golf club or course whose particulars are set out in **Schedule A** ("**the Club**", "**you**").

Each a "**Party**" and together the "**Parties**".

Background

A. Shankdt operates a South African golf platform comprising a consumer mobile app, the shankdt.com website, and a web-based pro-shop console (together, the "**Platform**"), through which golfers discover golf courses and book tee times.

- B. The Club operates a golf course and wishes to receive bookings from golfers via the Platform, and to use the pro-shop console to manage those bookings.
- C. Shankdt is a demand-generation and booking channel and an intermediary only; it does not own or operate any golf course and is not the supplier of the golf service (see clause 14.4).
- D. The Parties wish to record the terms of their partnership in this Agreement.
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1. Definitions & interpretation

1.1 In this Agreement, unless the context indicates otherwise: - **"Booking"** means a tee-time reservation at the Club, being either (a) a reservation made by a golfer through the Platform, or (b) a **Console Booking**. - **"Console Booking"** means a tee-time reservation — including a walk-in, telephone or counter reservation — that the Club records in the Console while the Club uses the Console as its tee sheet of record under clause 6B. A reservation the Club takes through any other system is not a Console Booking. - **"Booking Fee"** means the platform fee described in clause 7.2, charged to the golfer. - **"Cart"** means a motorised golf cart hired at the Club. - **"Booking Value"** means, for a Booking, the total of the Green Fees for all players on that Booking and any Cart-hire fees forming part of it — that is, the Club's own published prices, before the Booking Fee. - **"Club Content"** means the trading name, logo, trade marks, course descriptions, photographs and images the Club supplies or authorises Shankdt to use (clause 11.2). - **"Compiled Data"** means the aggregated course listings, directory, rate and availability data, and any selection or arrangement of data made available through the Platform (clause 11.1). - **"Console"** means the Shankdt pro-shop web console made available to the Club. - **"Effective Date"** means the date stated in Schedule A, or if none is stated, the date of the last signature to this Agreement. - **"Golfer"** means an end-user of the Platform who makes a Booking, and in relation to a Console Booking means the person for whom the Club records that reservation. - **"Golfer Content"** means reviews, ratings, comments, photographs and other content submitted by Golfers through the Platform (clause 11.4). - **"Green Fee"** means the Club's published fee for a round of golf, excluding Cart hire. - **"POPIA"** means the Protection of Personal Information Act 4 of 2013. The POPIA-defined terms **"Personal Information"**, **"Processing"**, **"Responsible Party"**, **"Operator"**, **"Data Subject"**, **"Information Regulator"** and **"Information Officer"** bear the meanings given to them in POPIA. - **"Premises"** means the Club's course, clubhouse, driving range, practice facilities, car park, cart fleet and all other parts of the Club's premises (clause 14.4). - **"Rate Card"** means the Club's fees set out in Schedule A.

1.2 Clause headings are for convenience only and do not affect interpretation. Words importing one gender include the others; the singular includes the plural and vice versa. A reference to legislation is to that legislation as amended. **"Schedules"** means Schedules A, B and C to this Agreement, each of which forms part of it.

2. Duration

2.1 This Agreement begins on the Effective Date and continues on a **month-to-month** basis until terminated in accordance with clause 16.

2.2 Either Party may terminate for convenience on **thirty (30) days'** written notice, without penalty.

3. Appointment (non-exclusive)

3.1 The Club appoints Shankdt, on a **non-exclusive** basis, to market the Club and to accept Bookings on the Platform.

3.2 Nothing in this Agreement prevents the Club from taking bookings through any other channel (its own systems, walk-ins, telephone, other platforms), or requires the Club to route any minimum volume through the Platform. The single exception is a reservation the Club itself chooses to record in the Console while using it as its tee sheet under clause 6B: that is a Console Booking and clause 7.2C applies to it. The Club decides, and may stop, that use at any time.

3.3 Nothing in this Agreement creates a partnership (in the legal sense), joint venture, employment relationship, or agency between the Parties beyond the limited authority to accept Bookings expressly granted here.

4. Shankdt's obligations

Shankdt shall:

4.1 list the Club on the Platform and present its Rate Card, photographs and details accurately as provided by the Club;

4.2 provide the Club with access to the Console **free of charge**, to view tee sheets, accept or decline Bookings, and record walk-ins;

4.3 pass Bookings to the Club promptly through the Console (and, where integrated, the Club's booking system);

4.4 collect the Booking Fee from the Golfer and account to the Club for Green Fees and Cart hire in accordance with clause 8;

4.5 provide reasonable support to the Club's staff during business hours;

4.6 process personal information in accordance with clause 10 and POPIA; and

4.7 **Subcontractors and sub-operators.** Shankdt may engage subcontractors and third-party service providers (including hosting, payment, communications and analytics providers) to perform any of its obligations, provided that Shankdt remains responsible to the Club for their performance and ensures that any sub-operator Processing Golfer Personal Information is bound by written obligations no less protective than those in clause 10 and POPIA.

5. The Club's obligations

The Club shall:

5.1 keep its Rate Card, tee-sheet availability and opening hours accurate and up to date;

5.2 **honour every confirmed Booking** on the same basis as a walk-in of equivalent value, and not refuse a Golfer who holds a valid confirmed Booking except for a lawful, non-discriminatory reason;

5.3 notify Shankdt promptly of any course closure, event, or restriction affecting availability;

5.4 collect Green Fees and Cart hire from Golfers at the Club (while the Platform's payment rail is not live — see clause 8.1), and issue any receipts the Club would ordinarily issue;

5.5 **Non-circumvention.** The Club shall not, and shall procure that its personnel do not, for the purpose of avoiding the Booking Fee or otherwise depriving Shankdt of the intended benefit of this Agreement: (a) induce or encourage a Golfer who has made or initiated a Booking through the Platform to cancel it and re-book the same or a substantially similar tee time off-Platform; (b) use contact details or other information obtained through the Platform to solicit such a Golfer to make future bookings off-Platform; or (c) misreport, mislabel or omit Cart hire arising from a Booking (for example by recording it as unrelated walk-in hire) so as to reduce the Booking Value and thereby the Booking Fee. For the avoidance of doubt, this clause does not restrict the Club's ordinary dealings with golfers who reach the Club through its own channels, and does not limit the Club's non-exclusive rights under clause 3.2;

5.6 comply with POPIA and all applicable law in its dealings with Golfers; and

5.7 **No delegation by the Club.** The Club shall not subcontract or delegate its obligations under this Agreement, nor grant Console access or disclose its access credential to any third party, without Shankdt's prior written consent, and remains responsible for the acts and omissions of any person to whom it grants access.

6. Tee times, bookings & cancellations

6.1 The Club retains full control of its tee sheet and may set intervals, block times, and reserve slots. Where the Club uses the Console, tee-sheet generation operates within the Console's technical limits (currently tee intervals of 5 to 30 minutes, up to 4 players a slot, and a rolling horizon of up to 14 days a run, re-runnable at any time); those limits are Console limits and do not restrict what the Club may sell by other means.

6.1A **The price the Golfer was quoted is the price the Club charges.** The Green Fee and Cart-hire amount displayed to a Golfer when a Booking is confirmed are the amounts the Club shall charge that Golfer for that Booking, whether the Golfer settles at the Club or in the app. A later change to the Club's Rate Card, the withdrawal of a rate or a special, or a change in the Club's rack rate does not alter a Booking already confirmed. The Club shall not require a Golfer holding a confirmed Booking to pay more than the amount quoted on it; the Club may charge less. Shankdt freezes that amount on the Booking record and shows it to the Club on the tee sheet. This clause is the counterpart of clause 7.8.2, by which Shankdt's own Booking Fee is likewise never applied retrospectively.

6.2 A Booking is confirmed when accepted in the Console, or auto-confirmed where instant confirmation applies to the Club under clause 6B.3. Until confirmed, a Booking is a request only. A Console Booking is confirmed when the Club records it.

6.3 **Cancellations and no-shows.** The **Green Fee and Cart hire** are governed entirely by the Club's own cancellation, refund and no-show policy recorded in Schedule A. Shankdt does not alter that policy. The Club

shall publish it to Golfers and shall provide it to Shankdt in the form Shankdt requires for display; Shankdt displays it as provided, on the Club's page and before a Booking is confirmed, once the Club has provided it. The Club acknowledges that a cancellation charge which was not disclosed to the Golfer before the Golfer committed may be unenforceable under section 49 of the CPA, and that responsibility for the accuracy and completeness of that policy is the Club's.

Shankdt's **own Booking Fee** follows its published policy, which the Club should know because it determines what appears on a remittance statement:

(a) the Golfer cancels **48 or more hours** before tee-off — the Booking Fee is refunded;

(aa) a Booking whose fee was split between players is cancelled or unwound before play — each player's share of the Booking Fee is refunded to that player on the same basis as (a) to (d); (b) the Golfer cancels **inside 48 hours**, or does not arrive — the Booking Fee is retained as a cancellation charge, as the Consumer Protection Act permits; (c) **the Club** cancels, or the Club closes the course — the Booking Fee is refunded in full; (d) a verified death or hospitalisation of the Golfer — the Booking Fee is refunded in full.

Where a Booking Fee is refunded, Shankdt refunds **only its own Booking Fee**. Shankdt has no ability, and asserts no right, to reverse or claw back any Green Fee or Cart hire: whether the Club refunds the Golfer is governed by Schedule A and is between the Club and the Golfer. Where a Golfer disputes a card payment with their bank, Shankdt handles the dispute and the Club's settled share is not reversed by Shankdt.

6A. Consumer protection (CPA) and electronic transactions (ECTA)

6A.1 **The Club is the supplier.** In respect of every round of golf, Cart hire, and any related goods or services supplied at or by the Club to a Golfer, the Club is the **"supplier"** and the Golfer is the **"consumer"** as those terms are defined in the Consumer Protection Act 68 of 2008 (**"CPA"**). Shankdt acts solely as an electronic booking channel and intermediary that markets the Club and transmits Bookings. **Shankdt is not the supplier, retailer or merchant of the golf service, Cart hire or any goods or services provided at the Club**, does not sell, resell or take title to them, and receives no part of the Green Fee.

6A.2 **CPA obligations rest with the Club.** As supplier, the Club alone bears and shall discharge all duties and liabilities owed to the Golfer under the CPA in respect of the golf service, Cart hire and anything supplied at the Club, including without limitation the Golfer's rights to fair and responsible marketing, fair value, good quality and safety (CPA sections 54 and 55), the implied warranty of quality (section 56), the duty to warn of any material risk (section 58), liability for harm caused wholly or partly by unsafe or defective goods or services or by inadequate instructions or warnings (section 61), and the safety and condition of the Premises. Shankdt gives no warranty and accepts no liability, whether to the Golfer or to the Club, in respect of the quality, fitness for purpose, safety or supply of the golf service, Cart hire or any goods or services at the Club.

6A.3 **Shankdt's own CPA duties.** As against the Golfer, Shankdt is responsible only for the Platform booking service that it itself supplies and the Booking Fee that it itself charges, and shall disclose the Booking Fee to the Golfer clearly and before the Golfer commits to the Booking, in accordance with the CPA.

6A.4 **The Club's consumer terms must be lawful.** The Club warrants that its own consumer-facing terms, including its cancellation, refund and no-show policies (and in particular the cancellation policy recorded in Schedule A), comply with the CPA, and in particular with section 17 (consumer's right to cancel an advance

reservation or booking against a reasonable charge), section 48 (no unfair, unreasonable or unjust terms), section 49 (fair notice of terms) and section 51 (no prohibited terms). The Club shall not, through Shankdt or the Platform, impose on any Golfer any term that is void, prohibited or unenforceable under the CPA.

6A.5 Advance-booking cancellation (CPA s17). The Parties acknowledge that a Golfer may have a statutory right under section 17 of the CPA to cancel an advance Booking, subject to the imposition by the Club of a reasonable cancellation charge. The Club's Schedule A cancellation policy shall give effect to that right and shall not purport to exclude it. Where a Golfer lawfully cancels before play in line with that policy, no Booking Fee is payable, consistent with clause 6.3.

6A.6 ECTA information duties. The Platform is an electronic transaction facility for the purposes of the Electronic Communications and Transactions Act 25 of 2002 ("**ECTA**"). Shankdt shall make available on the Platform the information required of it under section 43 of ECTA in respect of the booking service. The Club shall provide Shankdt with full, accurate and current information about the Club, its Rate Card, its services and its cancellation and refund policies, sufficient to enable the section 43 information relating to the golf service to be displayed to Golfers, and warrants that such information is not false, misleading or deceptive.

6A.7 Cooling-off (ECTA s44). The Parties record that a tee-time Booking is a reservation of leisure services to be provided on a specific date and is accordingly of a type excluded from the seven-day cooling-off right in section 44 of ECTA by section 42(2) of ECTA. Golfer cancellations are therefore governed by the Club's cancellation policy and clause 6.3, and not by section 44. Nothing in this clause limits any right a Golfer has under section 17 of the CPA.

6A.8 Validity of electronic Bookings. The Parties agree that Bookings, confirmations and related communications concluded through the Platform by electronic means are valid, binding and enforceable in terms of ECTA, and neither Party shall dispute the validity or enforceability of a Booking solely on the ground that it was concluded in electronic form or communicated electronically.

6A.9 Consumer complaints and redress. Complaints or claims by a Golfer concerning the golf service, Cart hire, course condition, safety or on-course goods shall be handled and resolved by the Club, as supplier, at its own cost. Complaints concerning the Platform or the Booking Fee shall be handled by Shankdt. Each Party shall refer any misdirected complaint to the other promptly and shall co-operate reasonably in its resolution.

6A.10 Consumer-claim indemnity. The Club indemnifies Shankdt and holds it harmless against any claim, demand, action, fine, penalty, award, cost or loss brought by or on behalf of a Golfer, or by any regulator, ombud, tribunal or court (including the National Consumer Commission), that arises from or relates to (a) the supply, quality, fitness or safety of the golf service, Cart hire, on-course goods or the Premises, or (b) the Club's consumer terms or its breach of the CPA or ECTA — save to the extent the claim arises from Shankdt's own breach of this Agreement or a defect in the Platform booking service itself. For the avoidance of doubt, the liability cap in clause 14.2 does not limit the Club's obligations under this clause 6A.10.

6B. The Console as the Club's tee sheet

6B.1 Election. Where the Club elects it in Schedule A, the Console is the Club's tee sheet of record. The Club then records its own walk-in, telephone and counter reservations in the Console, and shall not operate a

conflicting electronic tee sheet for the same tee times. The Club may end that election at any time on written notice, after which no Console Booking arises.

6B.2 Activation and deactivation. Native mode is activated by Shankdt at the Club's written request. Once activated, Shankdt may deactivate it only (a) at the Club's request, (b) on termination, or (c) on not less than thirty (30) days' written notice — save that Shankdt may deactivate immediately where security or the law requires it, giving the Club notice as soon as practicable.

6B.3 Instant confirmation. While native mode is active, Bookings made through the Platform confirm instantly, because the Console is the sheet and there is no other sheet to reconcile against. Shankdt shall not represent to Golfers that a Club offers instant confirmation unless that is in fact the case for that Club.

6B.4 Availability. The Console is provided free of charge and without any uptime commitment (clause 9.3). The Club is responsible for its own contingency — the Console provides a printable day sheet for that purpose — and Shankdt is not liable for a tee time double-sold, missed or mispriced during an interruption, save where clause 14 provides otherwise.

6B.5 Club Data belongs to the Club. All tee-sheet entries, Bookings, Console Bookings, block-offs, events, customer records and remittance statements relating to the Club ("**Club Data**") are the Club's data. Shankdt shall make Club Data available to the Club for export in a structured, commonly used, machine-readable format at any time on request, and shall in any event provide a complete export within five (5) business days of any notice of termination or suspension. Console access shall not be revoked under clause 15.1 or clause 17.1(a) before that export has been delivered, and Shankdt shall retain Club Data in exportable form for ninety (90) days after termination. Nothing in clause 11.1 restricts the Club from exporting, retaining or using Club Data, and "Compiled Data" excludes Club Data.

7. Commercial terms & fees

These are Shankdt's standard terms: the same for every club, not negotiated club by club. They are restated in plain language in Schedule B. The Booking Fee can only ever change if both the Club and Shankdt agree to it in writing, and never for Bookings already made — see clause 7.8.

7.1 Green Fees and Cart hire — 100% to the Club. The Club keeps **the full Green Fee and the full Cart-hire fee** for every round booked through the Platform. Shankdt takes **no** share of either, and the Club pays Shankdt nothing.

7.2 Booking Fee — 5% of the Booking Value, capped, paid by the Golfer. Shankdt charges the Golfer a booking fee of **five percent (5%) of the Booking Value**, in addition to the Booking Value. The fee is calculated **per player**, on each player's equal share of the Booking Value, and is **capped at R50 per player**. The fee for the Booking is the total of those shares, rounded up to the rand, and Shankdt never charges more than the rounded total so calculated. There is no minimum and no floor. The fee is paid by the Golfer and retained by Shankdt as its charge for the Platform. It is **not** deducted from any amount due to the Club.

7.2A Cap and waiver — bookings on which the Club sees a smaller fee or none. The Club should expect two categories of Booking to carry a reduced fee or no fee, neither of which affects the Club's entitlement

under clause 7.1:

(a) **The per-player cap.** Because the fee is capped at R50 per player, a Booking whose per-player share of the Booking Value exceeds R1,000 carries proportionally less than 5%. On ordinary South African green fees the cap does not bite at all.

(b) **Shankdt Pro members.** A Golfer holding a Shankdt Pro subscription has **their own share** of the fee waived — never the whole group's. A fourball containing one Pro member is charged three players' shares, not none.

7.2B Payment-processing recovery, and why it is the same either way. In addition to the Booking Fee, the amount charged to the Golfer includes a recovery of the payment service provider's transaction charge, and any VAT for which Shankdt is accountable on its own supply. These are Shankdt's own costs, are **never** deducted from or charged to the Club, and do not affect clause 7.1.

The Golfer is charged **the same total whichever payment option in clause 8.1 they choose**. This is deliberate. A cheaper at-the-club price would route every Golfer to the till and would undercut Shankdt Pro, whose proposition is that a subscription — not a choice of payment method — is what reduces the fee. Where a Booking is settled at the Club and no payment service provider is involved, no processing cost is in fact incurred and that component is simply Shankdt's margin on that Booking; Shankdt does not represent to any Golfer or to the Club that a processing cost was incurred where it was not.

7.2C Console Bookings — the same fee, on the same basis. Where the Club uses the Console as its tee sheet under clause 6B, the Booking Fee in clause 7.2 and the clause 7.2B amounts are charged to the Golfer on every Console Booking, calculated identically to a Booking made through the Platform. The Club's till collects that amount from the Golfer, for Shankdt, and remits it under clause 8.11. This is the consideration for the tee-sheet service and Console being provided free of charge under clause 7.4; it is **never** a charge to the Club, and clause 7.1 applies unchanged — the Club keeps 100% of the Green Fee and 100% of the Cart hire on a Console Booking exactly as on any other. The Club shall disclose the Shankdt amount to that Golfer as a separate line before the Golfer commits, and the Console's booking screen and printed day sheet state it for that purpose. Where the Club does not use the Console as its tee sheet, no fee arises on any reservation the Club takes through its own channels.

7.3 No Cart Commission. The Club pays Shankdt **no** commission on Cart hire. The Club retains one hundred percent (100%) of every Cart-hire fee arising from a Booking. Cart hire forms part of the Booking Value on which the Golfer-paid Booking Fee in clause 7.2 is calculated; it is not, and shall not be treated as, a charge to the Club.

7.4 The Console and software are provided free of charge. There is no set-up fee, licence fee, or subscription for the Club.

7.5 Promotional / off-peak pricing is optional. Any discounted, dynamic or dead-slot pricing, and any commission applicable to it, applies **only** where the Club opts in by separate written agreement. Nothing in clause 7 obliges the Club to discount.

7.6 VAT. Shankdt is **not** currently a registered VAT vendor and accordingly charges no VAT on the Booking Fee; amounts quoted to Golfers today carry no VAT component. Should Shankdt become registered, VAT will be charged and itemised in accordance with law, and clause 8.10 governs the resulting documents. Amounts

payable by the Club under this Agreement, if any, are stated exclusive of VAT, which is added where applicable. Nothing in this clause affects the Club's own VAT obligations on the Green Fees and Cart hire it receives (clause 8.5).

7.7 No holding of Club funds; not a deposit-taker or payment intermediary.

7.7.1 Under the current model (clause 8.1), Green Fees and Cart hire are collected by the Club directly from the Golfer. Shankdt does **not** receive, hold, pool, control or take deposit of any Green Fee, Cart-hire fee or other money belonging to the Club, and no money of the Club at any time vests in or passes through any account of Shankdt. The only amount Shankdt receives is its own Booking Fee (together with any processing recovery under clause 7.2B), charged to and paid by the Golfer as principal. The Club pays Shankdt nothing out of its own funds, save for the two default-driven amounts identified in clause 8.2.

7.7.2 The Parties record that Shankdt is a demand-generation and booking channel and an intermediary only, is **not** the supplier of the golf service, does **not** conduct the business of a bank within the meaning of the Banks Act 94 of 1990, and does **not** accept deposits from the general public.

7.7.3 If and when platform-collected payments are introduced under clause 8.4, the Parties intend and shall structure the arrangement so that Golfer payments are **split at source by a licensed, regulated payment service provider**, such that the Club's share of each transaction is paid by that provider to the Club and never pools in, or vests in, a Shankdt-controlled account. The Parties shall not adopt any collect-and-remittance model that would cause Shankdt to receive money on behalf of the Club in a manner requiring Shankdt to register or act as a third-party payment provider under the National Payment System Act 78 of 1998 or any directive of the South African Reserve Bank. This clause 7.7.3 prevails over any inconsistent mechanic that might otherwise be agreed under clause 8.4.

7.8 Changes to the Booking Fee.

7.8.1 **Only by agreement.** The Booking Fee — its rate, its per-player cap, and the basis on which it is calculated — may be changed only **by written agreement between Shankdt and the Club**. Shankdt may propose a change on not less than thirty (30) days' written notice, but no change takes effect unless the Club agrees to it in writing. If the Club does not agree, the Booking Fee stated in clause 7.2 continues to apply and this Agreement continues unchanged.

7.8.2 **Never retrospective.** An agreed change applies only to Bookings **made on or after** its effective date. Every Booking already made carries the fee that was disclosed to the Golfer when it was made, and no change ever alters an amount already charged, already remitted, or shown on a remittance statement for a past month.

7.8.3 **What no change may do.** No change to the Booking Fee may: (a) reduce the Club's entitlement to **100% of the Green Fee and 100% of Cart hire** (clause 7.1); (b) make any part of the Booking Fee payable **by the Club** rather than by the Golfer (clause 8.2); or (c) remove the Golfer's right to be shown the fee clearly before committing to a Booking (clause 6A.3).

8. Invoicing, settlement & taxes

8.1 How a Golfer pays — two options, and the Club keeps 100% under both.

8.1.1 Settle at the Club (available now, and always). The Golfer pays the Club directly at the Club — cash or the Club's own card machine — exactly as for a walk-in. The Club's till takes the whole amount, being the Club's Green Fee and Cart hire **plus** Shankdt's Booking Fee and the amounts in clause 7.2B. The Club keeps its own money in full and remits only Shankdt's portion, monthly, under clause 8.11.

8.1.2 Pay in the app (available once Shankdt notifies the Club in writing that the payment rail is live). The Golfer pays once, in the app. The payment is **split at source by the payment service provider at the moment it is charged**: the Club's share — 100% of the Green Fee and 100% of Cart hire — is settled by that provider **directly into the Club's own bank account**, and only Shankdt's portion goes to Shankdt. The money of the Club is never received, held, pooled or controlled by Shankdt (clause 7.7). Nothing is remitted by the Club on these Bookings, because the Club was never holding Shankdt's money; such Bookings never appear on a remittance statement.

8.1.3 The choice belongs to the Golfer. The Club's entitlement, and the amount the Club receives, are **identical** under both options.

8.1.4 Connecting the Club's bank account. For option 8.1.2 the Club provides, in the Console, its bank and its account number. Those details are transmitted to the payment service provider, which creates the Club's own settlement subaccount and returns a token. **Shankdt stores only that token and never stores the Club's account number.** The Club may disconnect or change the account at any time; a connected account cannot be silently replaced. The Club is responsible for the accuracy of the details it captures. The Parties record that the payment service provider does not currently offer account-holder name verification for South African bank accounts, so the Console displays the last four digits of the captured number for the Club to check, and the first settlement is treated as the confirmation that the account is correct.

8.2 The Club pays nothing for the service. The Club owes Shankdt no commission, fee, subscription, listing charge or other consideration for anything Shankdt provides under this Agreement, and the Booking Fee is charged to and paid by the Golfer, never by the Club. Shankdt will issue the Club a monthly statement of Bookings for reconciliation purposes; it is not an invoice for the service and requires no payment out of the Club's own funds. The only amounts the Club can ever owe Shankdt under this Agreement are (a) an under-declaration recovery under clause 8.6, and (b) a reversal the Club bears under clause 8.9.2(a) — neither of which is a charge for the service, both of which arise only from the Club's own default, and both of which are payable on invoice under clause 8.7 and never by deduction from the Club's money (clause 8.8).

For the avoidance of doubt, an amount the Club's till collected **from a Golfer, for Shankdt** under clause 8.11 is not a charge payable by the Club and is not an exception to this clause: it is Shankdt's own money in the Club's hands, and remitting it costs the Club nothing.

8.3 Booking Fee. Where the Golfer pays in the app (clause 8.1.2) the Booking Fee is collected by Shankdt from the Golfer and requires no action by the Club. Where the Golfer settles at the Club (clause 8.1.1) the Club's till collects it from the Golfer for Shankdt and remits it under clause 8.11. Under neither option is the Booking Fee a charge to the Club.

8.4 Switching the payment rail on. In-app payment under clause 8.1.2 becomes available to the Club's Golfers only once Shankdt has notified the Club in writing, and only on the split-at-source basis required by clause 7.7.3. Until then, clause 8.1.1 is the only option and clause 8.11 governs. Any change to these mechanics requires the Club's written agreement.

8.5 Each Party is responsible for its own taxes. The Club is responsible for declaring and accounting for VAT and income tax on Green Fees and Cart hire it receives.

8.6 **Records and reconciliation.** The Club shall keep complete and accurate records of all Bookings and of all Cart hire arising from Bookings for a period of three (3) years. On not less than five (5) business days' written notice, and not more than once in any twelve-month period (save where a material discrepancy is reasonably suspected), Shankdt or an independent representative bound to confidentiality may inspect and take copies of those records during business hours, solely to verify the Booking Value on which Booking Fees were calculated. Where an inspection discloses an under-declaration of Booking Value exceeding five percent (5%) for the period inspected, the Club shall pay Shankdt an amount equal to the Booking Fees that were not charged to Golfers as a result, together with interest under clause 8.7 and the reasonable cost of the inspection, within fifteen (15) business days. This clause is without prejudice to Shankdt's other rights, including under clause 5.5 and clause 15.

8.7 **Interest on overdue amounts.** Any amount not paid by its due date under this Agreement bears interest from the due date to the date of actual payment at the rate prescribed under the Prescribed Rate of Interest Act 55 of 1975 from time to time, calculated daily and compounded monthly, without the need for prior demand (the debtor being in mora on the due date) and without prejudice to any other right or remedy.

8.8 **Set-off, and no set-off against the Club's money.** Shankdt may set off any amount due to it by the Club under this Agreement against any amount Shankdt owes the Club, on written notice of the set-off applied. **No such set-off may ever be applied against Green Fees or Cart hire.** Shankdt does not collect Green Fees or Cart hire on the Club's behalf, does not receive or hold them, and accordingly has nothing of the Club's against which to set off: under clause 8.1 the Club collects that money itself, and under clauses 7.7.3 and 8.4 any platform-collected payment is split at source by the payment service provider so that the Club's share is paid by that provider to the Club and never passes through Shankdt. Any amount the Club owes Shankdt is recoverable as a debt on invoice, with interest under clause 8.7 — never by deduction from, withholding of, or interference with the Club's Green Fee or Cart-hire money. Save as expressly permitted in this Agreement, each Party shall pay all amounts due in full, without set-off, deduction or withholding, except any deduction or withholding required by law.

8.9 **Chargebacks, refunds, reversals and failed payments** *(applies only once platform-collected payments are live under clause 8.4).*

8.9.1 The Parties agree the following **principle**, which the detailed mechanics to be settled under clause 8.4 must give effect to: **the Party whose act, omission or default caused a reversal, chargeback, refund or failed payment bears the cost of that reversal.**

8.9.2 Without limiting clause 8.9.1: (a) where a Golfer is refunded or a payment is reversed because the **Club** failed to honour a confirmed Booking, closed the course without required notice, or supplied a service materially not as listed, the Club bears the reversed amount and any associated fee, recoverable by Shankdt as a debt on invoice under clause 8.7 (and never by deduction from the Club's Green Fee or Cart-hire money — clause 8.8); (b) where the reversal arises from **Shankdt's** platform or reconciliation error, Shankdt bears it; (c) a **Golfer no-show or Golfer cancellation** is dealt with under the Club's cancellation policy in Schedule A and clause 6.3; and (d) a reversal caused by **third-party fraud or the payment provider** attributable to neither Party is borne by Shankdt in the first instance, without prejudice to its recourse against the responsible third party.

8.9.3 Pending the written agreement contemplated in clause 8.4, no platform-collected payment obligation, and no chargeback liability of the Club, takes effect. Clause 8.9 states the agreed allocation principle only and does not itself activate the payment rail.

8.11 **Remittance of Booking Fees collected by the Club's till.**

8.11.1 **What is remitted, and whose money it is.** Where a Golfer settles at the Club under clause 8.1.1, the Club's till collects Shankdt's Booking Fee (and the clause 7.2B amounts) **from the Golfer, for Shankdt**. That amount is **Shankdt's money**, received and held by the Club for Shankdt's account, and it does not form part of the Club's income at any time. The Club does not pay it out of its own funds; the Club merely hands over what it collected for Shankdt. **Nothing in this clause makes any Green Fee or Cart hire payable to Shankdt.**

8.11.2 **Rounds actually played only.** A Booking becomes remittable only once **the round has been played** — that is, once the booked date has passed. A future Booking, a cancelled Booking and a Booking on which the Golfer did not arrive are never remittable, and the Club is never asked to remit for golf that did not happen. Bookings paid in the app under clause 8.1.2 never appear, Shankdt having already received its portion.

8.11.3 **The statement.** The Console shows the Club a monthly remittance statement, grouped by the month in which the round was played, showing the number of Bookings and the total amount to be remitted. That statement is the record of the amount due, and is agreed unless the Club notifies Shankdt of a difference under clause 8.11.5. A Booking omitted from a statement in error remains payable and is carried onto a later statement; an amount already remitted is never demanded twice, and the Club may prove payment by its remittance advice. Refunds already made to a Golfer are netted off before the amount appears.

8.11.4 **When and how.** The Club shall remit the amount shown for a month within **fifteen (15) business days** of the end of that month, by electronic transfer to the account Shankdt nominates in writing, quoting the reference on the statement. Shankdt shall issue the Club a document for the amount remitted complying with clause 8.10.

8.11.5 **The Club's protection.** Shankdt shall not set off anything against money the Club holds under this clause, nor against any Green Fee or Cart hire (clause 8.8). If Shankdt's statement is wrong, the Club shall remit the amount it agrees is correct and notify Shankdt of the difference within the same period; the Parties shall resolve the difference under clause 8.6, and no interest under clause 8.7 runs on a disputed amount notified in time.

8.11.6 **Termination.** On termination, the Club shall remit amounts collected for Shankdt up to the termination date within fifteen (15) business days, and owes nothing further.

8.11.7 **Shankdt's banking details — the Club's protection against redirection fraud.** Shankdt's settlement account is the account stated in Schedule A and no other. Shankdt shall not change it except by signed written notice to the Club's authorised representative, confirmed by that representative by telephone on the number in Schedule A before any payment is made to a new account. **The Club shall not act on any change of Shankdt's banking details communicated by email alone.** A payment made to an account nominated otherwise than in accordance with this clause does not discharge the Club's obligation to Shankdt, and no interest under clause 8.7 runs on an amount so misdirected.

8.10 VAT, tax invoices and characterisation.

8.10.1 Clauses 7.6 and 8.5 are confirmed: all amounts are exclusive of VAT (added where applicable), and each Party is responsible for declaring and accounting for its own VAT, income tax and other taxes — the Club on the Green Fees and Cart hire it receives, and Shankdt on the Booking Fee it receives.

8.10.2 Where a Party is a registered VAT vendor, it shall, in respect of any taxable supply it makes to the other under this Agreement, issue a valid **tax invoice** complying with section 20 of the Value-Added Tax Act 89 of 1991. In particular, where Shankdt is a registered VAT vendor it shall issue the Golfer a valid tax invoice for the Booking Fee. No taxable supply is made by Shankdt to the Club under this Agreement.

8.10.3 Each Party indemnifies the other against any tax, penalty or interest levied on the other solely as a result of the first Party's failure to account correctly for its own taxes. Nothing in this Agreement makes either Party liable for the other's tax.

9. The Console (software licence)

9.1 Shankdt grants the Club a non-exclusive, non-transferable, revocable licence to use the Console for the purpose of this Agreement, via a per-club access credential issued to the Club.

9.2 The Club shall keep its access credential confidential, use it only for its own club, and notify Shankdt immediately if it is compromised or a staff member with access leaves. Shankdt may revoke a credential at any time.

9.3 The Console is provided "**as is**". Shankdt does not warrant uninterrupted or error-free operation and may modify or maintain the Console from time to time.

10. Data protection (POPIA)

10.1 **Compliance and definitions.** Each Party shall at all times comply with POPIA and any other applicable data-protection law in its Processing of Personal Information under this Agreement. In this clause 10 and in Schedule C, POPIA-defined terms bear the meanings given to them in POPIA.

10.2 POPIA roles (Responsible Party / Operator).

(a) In respect of Personal Information that Golfers submit to the Platform (including name, contact details, handicap, Booking details, profile photographs and other images a Golfer submits, connections between Golfers established at a Golfer's request, invitations a Golfer sends to another person to join a round, Golfer Content and, where applicable, payment information), **Shankdt is a Responsible Party** — it determines the purpose of and means for that Processing. Any reference elsewhere in this Agreement to Shankdt as the "operator of the Platform" describes Shankdt's commercial role only and is **not** a reference to the defined term "Operator" in POPIA.

(b) When Shankdt discloses Golfer Personal Information to the Club so that the Club can fulfil a Booking, deliver the round and keep its own club records and receipts, **the Club Processes that Personal**

Information as a separate, independent Responsible Party for those purposes and is responsible for its own compliance with POPIA, subject to clause 10.4.

(c) In respect of Personal Information that the Club inputs into or Processes through the Console (including walk-in records, tee-sheet entries and the Club's own staff-user account details), **Shankdt acts as the Club's Operator**, Processing that Personal Information on behalf of, and under the documented instruction of, the Club. **Schedule C (Data Processing Terms — POPIA Operator addendum)** governs that Processing, gives effect to sections 20 and 21 of POPIA, and is incorporated into this Agreement.

10.3 Lawful processing. Each Party warrants that it has a lawful basis under section 11 of POPIA for its Processing, and shall ensure that Personal Information is Processed lawfully, in a reasonable manner that does not infringe the Data Subject's privacy, and only for the purposes set out in this Agreement.

10.4 No secondary use; direct marketing (section 69). The Club shall not use Golfer Personal Information for its own marketing, add a Golfer to any mailing, SMS or contact list, or disclose it to any third party, without the Golfer's separate, specific and voluntary consent obtained in compliance with **section 69 of POPIA**. Responsibility for obtaining any consent required for Shankdt's own electronic direct marketing to Golfers rests with Shankdt. Neither Party shall send electronic direct marketing (email, SMS, automated calls) to a Data Subject except as permitted by section 69.

10.5 Security safeguards (section 19). Each Party shall secure the integrity and confidentiality of Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent its loss, damage, unauthorised destruction, and unlawful access to or Processing of it. To that end each Party shall: (a) identify all reasonably foreseeable internal and external risks; (b) establish and maintain appropriate safeguards against those risks; (c) regularly verify that the safeguards are effectively implemented; and (d) ensure the safeguards are continually updated in response to new risks or deficiencies.

10.6 Security-compromise notification (section 22). Where there are reasonable grounds to believe that Personal Information of a Data Subject has been accessed or acquired by any unauthorised person (a "**Security Compromise**"), the Party that suffers or first discovers it shall notify the other **as soon as reasonably possible after discovery, and in any event within forty-eight (48) hours**, with sufficient detail to enable the other to meet its own obligations. The Responsible Party for the affected Personal Information shall be responsible for notifying the **Information Regulator and each affected Data Subject** as required by section 22, and each Party shall give the other all reasonable co-operation required for that notification. Neither Party shall make any public statement or admission attributing a Security Compromise to the other without the other's prior written consent, save where disclosure is required by law or by the Information Regulator.

10.7 Retention and deletion (section 14). Neither Party shall retain Golfer Personal Information for longer than is necessary to achieve the purpose for which it was collected or Processed, unless retention is required or authorised by law or the Data Subject has consented to longer retention. On the earlier of the purpose being achieved or termination of this Agreement, each Party shall, in respect of Golfer Personal Information received from or through the other, destroy, delete or de-identify that Personal Information, save to the extent it is required by law to retain it (for example, tax or financial-record retention) or reasonably needs to retain it for the establishment, exercise or defence of a legal claim. Return and deletion of Club Personal Information held in the Console is governed by Schedule C.

10.8 **Cross-border transfers (section 72).** Where a Party transfers Personal Information to a third party in a foreign country (including by hosting or Processing it on infrastructure located outside the Republic of South Africa), it shall ensure the transfer complies with section 72 of POPIA — including that the recipient is subject to a law, binding corporate rules or binding agreement that upholds principles for reasonable Processing substantially similar to POPIA, or that the Data Subject has consented, or that another section 72 ground applies. Shankdt shall ensure that its hosting providers and sub-Operators used to Process Personal Information under this Agreement meet this requirement.

10.9 **Data-subject rights.** As Responsible Party for Golfer Personal Information submitted to the Platform, Shankdt shall handle Golfer requests to access, correct, delete or object to the Processing of their Personal Information. The Club shall promptly, and in any event within **five (5) business days**, forward to Shankdt any such request it receives from a Golfer relating to a Shankdt Booking, and shall give reasonable assistance to enable a timely response.

10.10 **Information Officer.** Each Party that is required by POPIA to do so shall designate and, where required, register with the Information Regulator an Information Officer accountable for its compliance with POPIA, and shall make that Information Officer's contact details available to the other on request.

10.11 **Sub-operators.** The Club authorises Shankdt to engage third-party sub-Operators (including cloud-hosting, communications, analytics and, when live, payment providers) to Process Personal Information in connection with the Platform, provided Shankdt imposes on each sub-Operator data-protection obligations no less protective than those in Schedule C and remains liable to the Club for their acts and omissions. Shankdt shall make available on request a list of the categories of sub-Operators used.

10.12 **Privacy policy.** Shankdt's privacy policy, published at shankdt.com/privacy, governs Shankdt's Processing of Golfer Personal Information as Responsible Party, and may be updated from time to time in accordance with POPIA.

10A. Anti-bribery and anti-corruption

10A.1 Each Party shall comply with the Prevention and Combating of Corrupt Activities Act 12 of 2004 ("**PRECCA**") and all other applicable anti-bribery and anti-corruption law, and shall not, directly or through any employee, agent or representative, offer, promise, give, solicit, accept or agree to accept any gratification (as defined in PRECCA) as an inducement or reward to influence any Booking, commission, rate, listing position, or any decision under this Agreement.

10A.2 Each Party shall ensure that its personnel and agents involved in this Agreement comply with clause 10A.1, and shall maintain reasonable measures to prevent corrupt conduct in connection with this Agreement.

10A.3 The Parties acknowledge the duty under section 34 of PRECCA on a person in a position of authority who knows or ought reasonably to have known of an offence under PRECCA involving R100,000 or more to report it to a police official, and each Party shall comply with that duty in respect of conduct arising under this Agreement.

10A.4 A breach of this clause 10A is a **material breach** entitling the other Party to terminate immediately under clause 16.2(a) without the cure period, and the breaching Party indemnifies the other against any loss,

penalty or liability arising from that breach.

10B. Financial-crime compliance and verification

10B.1 Each Party shall comply with the Financial Intelligence Centre Act 38 of 2001 ("**FICA**") to the extent it applies to that Party.

10B.2 The Club shall, on request, promptly provide Shankdt with reasonable information and documents to verify the Club's legal existence, registration, VAT status (if any), authorised signatory and banking details (as contemplated in Schedule A), and shall notify Shankdt in writing of any change to its banking details. A change to the Club's payout details takes effect only once (a) it is captured by the Club in the Console under the Club's own credential, and (b) Shankdt has confirmed it with the Club's authorised representative by telephone on the number in Schedule A. Shankdt shall notify the Club's Schedule A notice address of every connection, disconnection or change of a payout account. **Shankdt shall not act on any change of banking details communicated by email alone.**

10B.3 The Parties acknowledge that if and when platform-collected payments are introduced under clause 8.4, Shankdt or its licensed payment provider may be required to apply customer due-diligence and verification measures, and the Club shall provide reasonable cooperation and any information reasonably required for that purpose.

11. Intellectual property & marketing licence

11.1 **Shankdt's intellectual property (Platform, Console and Compiled Data).** All intellectual property rights in and to the Platform, the Console, the shankdt.com website, the Shankdt name, logo and marks, and all software, source code, designs, screens, text and graphics comprising them, are and remain the exclusive property of Shankdt or its licensors. Shankdt further owns, asserts and reserves all copyright and compilation rights (as a compilation and literary work within the meaning of section 2(1) of the Copyright Act 98 of 1978) subsisting in the Compiled Data, whether or not it incorporates information supplied by the Club. This Agreement grants the Club no right, title or interest in the Platform, the Console, the Shankdt marks or the Compiled Data, other than the limited licence to use the Console in clause 9. The Club shall not copy, scrape, extract, reproduce, republish or create derivative works from the Platform, the Console or the Compiled Data, save for its own bona fide operational use of Bookings relating to the Club.

11.2 **The Club's intellectual property and marketing licence.** As between the Parties, the Club owns (or is licensed in) its own Club Content. The Club grants Shankdt a non-exclusive, royalty-free, sub-licensable licence, for the duration of this Agreement, to host, reproduce, display, adapt to format, and communicate the Club Content to the public, and to use the Club's name, logo and marks, for the purpose of listing, marketing and promoting the Club and the Platform (including in Shankdt's own advertising and social media). Shankdt shall use the Club's marks in a manner consistent with any reasonable brand guidelines the Club supplies in writing; all goodwill arising from such use accrues to the Club, and nothing in this clause transfers ownership of the Club's marks to Shankdt.

11.3 **Club Content warranty and IP indemnity.** The Club warrants and represents that: (a) it is the owner of, or holds all rights, consents, licences and permissions necessary in respect of, all Club Content it supplies or

authorises Shankdt to use, including every course photograph, drone image, logo, mark and description; (b) in particular, where any photograph or image was taken or created by a third party (including any professional photographer, drone operator, agency or contributor), the Club has secured an assignment or licence sufficient to permit the use contemplated by clause 11.2, it being recorded that copyright in a photograph vests in its author under the Copyright Act 98 of 1978 unless validly assigned or commissioned; and (c) the use of the Club Content as contemplated by this Agreement does not and will not infringe any copyright, trade mark, design or other intellectual property right, or any right of privacy, personality or publicity, of any third party. The Club indemnifies and holds Shankdt (and its officers, employees and sub-licensees) harmless against all claims, demands, actions, damages, penalties, legal costs (on an attorney-and-own-client scale) and other losses arising out of or in connection with any actual or alleged infringement of a third party's intellectual property or related rights by the Club Content or its use in accordance with this Agreement. This indemnity is not subject to the limitation in clause 14.2.

11.4 Golfer-generated content. Golfer Content is submitted under Shankdt's user terms, which grant Shankdt a licence to host, display and moderate that content. As between the Parties, Shankdt controls the display and moderation of Golfer Content, does not warrant its accuracy, and is not its author. Where the Club believes Golfer Content relating to it is unlawful, infringing, defamatory or materially inaccurate, the Club may notify Shankdt under clause 11.5, and Shankdt shall deal with it in accordance with that clause and its content-moderation policy. Nothing in this clause obliges Shankdt to remove lawful review content merely because it is unfavourable.

11.5 Notice and take-down. Either Party (or any third party) may notify Shankdt of content on the Platform alleged to infringe intellectual property rights or to be otherwise unlawful, by written notification to the Shankdt notice/take-down address in Schedule A, giving the information required for a take-down notification under section 77 of ECTA (identity and contact details of the complainant, the right allegedly infringed, the material and its location, and a good-faith statement). On receipt of a valid notification Shankdt shall, without undue delay, remove or disable access to the identified content pending assessment. The Parties acknowledge that Shankdt acts as an intermediary and hosting service provider in respect of Club Content and Golfer Content and intends to rely on the limitations of liability available to service providers under Chapter XI of ECTA; nothing in this Agreement obliges Shankdt to monitor content proactively.

11.6 Trade-mark use, quality control and reservation. Each Party shall use the other's name, logo and marks only as expressly permitted by this Agreement, shall not register, or attempt to register, any confusingly similar name, mark or domain, and shall not use the other's marks in any manner that is misleading, disparaging or damaging to the other's reputation or the distinctiveness of the marks. The Club may, on reasonable prior written notice, review Shankdt's use of the Club's marks on the Platform to satisfy itself that the goods and services presented under those marks meet the Club's reasonable quality standards, consistent with the controlled-use principles of the Trade Marks Act 194 of 1993. On termination each Party shall cease all use of the other's marks within a reasonable period (and Shankdt shall remove the Club's listing), save that each Party may retain incidental references in archived records and Shankdt may continue to use Compiled Data and aggregate, non-identifying statistics.

11.7 Publicity. Neither Party shall issue any press release or formal public announcement that specifically concerns this Agreement or the commercial terms in clause 7 without the other Party's prior written consent (not to be unreasonably withheld or delayed). This clause does not restrict Shankdt from listing, marketing

and promoting the Club under clause 11.2, from identifying the Club as a partner, or from any disclosure required by law or by a regulator.

12. Confidentiality

12.1 Each Party shall keep confidential the other's non-public commercial information disclosed under this Agreement, and use it only for the purpose of this Agreement, except where disclosure is required by law. This clause survives termination for three (3) years.

13. Warranties

13.1 Each Party warrants that it has the authority to enter into this Agreement and that the person signing is duly authorised to do so.

13.2 The Club warrants that its Rate Card and availability information are accurate and that it holds all licences and permits required to operate its course.

13.3 Shankdt does not warrant any particular volume of Bookings or revenue.

13.4 **Compliance with laws.** Each Party shall, at its own cost, comply with all laws, regulations and regulatory codes applicable to it in performing this Agreement, including (without limitation) POPIA, the CPA (to the extent applicable), ECTA, PRECCA and all applicable tax laws.

13.5 **Consumer-law compliance.** The Club warrants that (a) it is the supplier of the golf service, Cart hire and all goods and services provided at the Club for CPA purposes; (b) its consumer-facing terms, cancellation, refund and no-show policies comply with the CPA (including sections 17, 48, 49 and 51); and (c) all information it provides for display to Golfers on the Platform is accurate, current and not misleading. Shankdt warrants that it will disclose the Booking Fee to Golfers in accordance with the CPA.

13.6 **Lawful operation and sanctions.** The Club warrants that it operates its course in compliance with all applicable licensing, health-and-safety, environmental, liquor and employment laws. Each Party warrants that neither it nor, so far as it is aware, its directors or beneficial owners are the target of any applicable financial or trade sanctions, and that it will not use the Platform or perform this Agreement in a manner that would cause the other Party to breach any such sanctions.

14. Limitation of liability & indemnity

14.1 Neither Party is liable to the other for indirect, special or consequential loss, or loss of profit, revenue or goodwill.

14.2 Save for liability that cannot be limited or excluded in law (including for death or personal injury caused by negligence, or for fraud), and save further for the matters excluded in clause 14.2A, each Party's total liability to the other in respect of all claims arising in any twelve-month period is limited to the greater of the total Booking Fees earned by Shankdt on Bookings at the Club in that period, or **R10,000**.

14.2A Matters outside the cap. The limitation in clause 14.2 does **not** apply to, and shall not limit, a Party's liability for: (a) death or personal injury caused by that Party's negligence; (b) fraud or fraudulent misrepresentation; (c) that Party's indemnity obligations under this Agreement, including clauses 6A.10, 11.3, 14.3, 14.3A and 14.6; (d) any breach of POPIA or of clause 10, including any resulting regulatory fine, administrative penalty or third-party claim; (e) infringement or misappropriation of the other Party's or any third party's intellectual property rights, including a breach of the warranty and licence in clause 11; (f) any breach of confidentiality under clause 12; (g) either Party's own breach of the CPA or ECTA; and (h) the Club's obligation to pay any amounts properly due under this Agreement. Each Party's indemnity extends to reasonable legal costs incurred by the indemnified Party on the attorney-and-own-client scale in defending or settling an indemnified claim.

14.3 Each Party indemnifies the other against third-party claims arising from its own breach of this Agreement, its negligence, or its breach of POPIA.

14.3A Mutual IP indemnity. In addition to clause 14.3: (a) the Club's indemnity in clause 11.3 (Club Content) applies; and (b) Shankdt indemnifies the Club against all third-party claims to the extent that the Platform or Console (excluding Club Content and Golfer Content) infringes that third party's intellectual property rights. Each indemnified Party shall notify the indemnifying Party promptly of a relevant claim, shall not admit liability or settle without the indemnifying Party's consent (not to be unreasonably withheld), and shall permit the indemnifying Party to conduct the defence. Liability under this clause 14.3A is not subject to the cap in clause 14.2.

14.4 Intermediary, not supplier. The Club acknowledges and agrees that:

(a) Shankdt operates a booking, marketing and demand channel only. Shankdt does **not** own, lease, occupy, operate, manage, maintain, staff or control the Premises, and does **not** provide, supply, render or perform the golf service, Cart hire, catering, coaching or any other service supplied at or by the Club.

(b) The golf service, Cart hire and everything supplied at the Premises are supplied by the Club directly to the Golfer under a contract concluded between the Club and the Golfer, to which Shankdt is not a party. Shankdt's role is limited to facilitating the introduction and the Booking on the Platform.

(c) For the purposes of the CPA and the common law, the Club is the supplier, retailer, service provider and occupier in respect of the golf service and the Premises, and Shankdt acts solely as an intermediary. The Club shall not represent to any Golfer or third party that Shankdt is the supplier of the golf service or is responsible for the Premises.

(d) Shankdt gives no warranty and accepts no responsibility as to the condition, safety, standard, quality, availability or fitness for purpose of the Premises or the golf service, or as to the Club's acts, omissions, conduct, performance or compliance with law.

14.5 Safety of Premises and the golf experience.

(a) The Club is, as owner and/or occupier of the Premises, **solely responsible** for the safety, condition, maintenance, inspection, signage and lawful operation of the Premises, and for the health and safety of every person at or on the Premises, including every Golfer and their guests, invitees and playing partners.

(b) The Club bears **sole responsibility and liability** for any injury, illness, death, loss, theft or damage (whether to person or property) suffered by a Golfer, or a Golfer's guest, invitee or playing partner, at, on or in connection with the Premises, the golf service or Cart hire, howsoever and by whomsoever caused, including (without limitation) arising from the condition of the course or facilities, defective or unsafe carts or equipment, errant golf balls, weather or lightning, the acts or omissions of the Club's employees, contractors, members or other golfers, or the Club's own negligence or breach.

(c) Shankdt has no ability to inspect, control or ensure the safety of the Premises and accepts no such duty toward any Golfer or third party.

14.6 Golfer-claim indemnity. The Club indemnifies, defends and holds harmless Shankdt, and its directors, employees, agents and group companies (each an "**Indemnified Party**"), against all claims, demands, actions, proceedings, judgments, liabilities, losses, damages, penalties, fines, interest, and legal costs (on the attorney-and-own-client scale) — whether delictual (including under the Aquilian action or occupiers' liability), contractual, statutory (including under the CPA) or otherwise — brought by or on behalf of a Golfer, a Golfer's guest, invitee or playing partner, or any other third party, and arising out of or in connection with the Premises, the golf service, Cart hire, or any act or omission of the Club, its employees, contractors or members, **save** to the extent the claim is finally determined by a competent court or arbitrator to have been directly caused by the Indemnified Party's own fraud or gross negligence. The Club shall, at Shankdt's election, assume the defence of any such claim at its own cost using legal representatives approved by Shankdt (such approval not to be unreasonably withheld), and shall not settle any claim in a manner that admits liability on the part of, or imposes any obligation on, an Indemnified Party without that party's prior written consent. This indemnity is **not** subject to the limitation in clause 14.2.

14.7 Public-liability insurance.

(a) The Club shall, at its own cost, take out and maintain in force for the duration of this Agreement adequate **public-liability insurance** with a reputable, licensed South African insurer, covering the Club's liability for death, personal injury and loss of or damage to property arising from the Premises and the Club's operations, for a sum insured appropriate to the risk.

(b) The Club shall, on Shankdt's reasonable written request, promptly provide written proof of such cover.

(c) The Club shall notify Shankdt without undue delay if the cover lapses, is cancelled or is materially reduced. Failure to take out or maintain the required cover is a **material breach**.

(d) The existence, limits or adequacy of any insurance do not limit, reduce or discharge the Club's obligations, liabilities or indemnities under this Agreement; such insurance is in addition to, and not in substitution for, those obligations.

15. Suspension

15.1 Shankdt may suspend the Club's listing or Console access on notice if the Club materially breaches this Agreement (including repeatedly failing to honour Bookings, or failing to pay any undisputed amount when due), pending resolution. Without limiting the foregoing, if the Club fails to pay any undisputed amount within **ten (10) business days** after its due date, Shankdt may, on written notice, suspend the Club's listing and/or Console access until payment is made.

16. Termination

16.1 Either Party may terminate on 30 days' written notice under clause 2.2.

16.2 Either Party may terminate **immediately** on written notice if the other: (a) commits a material breach not remedied within 14 days of written notice (or, for a breach of clause 10A, immediately and without a cure period); (b) is liquidated, placed under business rescue, or becomes unable to pay its debts; or (c) commits a breach of POPIA that exposes the terminating Party to liability.

17. Consequences of termination

17.1 On termination: (a) Shankdt removes the Club's listing and revokes Console access; (b) the Club honours all Bookings already confirmed for dates on or after termination, unless the Golfer is refunded/rebooked by agreement; and (c) each Party settles all amounts due (if any) within 15 business days.

17.2 **Survival.** Termination or expiry does not affect any right, obligation or liability that accrued before termination. The following provisions, and any other provision that of its nature is intended to continue, survive termination or expiry and remain in force: clause 1 (definitions), clause 5.5 (non-circumvention, for the period and within the limits set out in clause 17.3), clause 6A (accrued consumer-law obligations and the clause 6A.10 indemnity), clause 7 (amounts accrued or payable to the termination date) and clause 7.7, clause 8 (amounts then due; and clauses 8.6–8.11), clause 9.2 (credential confidentiality), clause 10 (data protection), clause 10A (anti-bribery), clause 10B (financial-crime compliance), clause 11.1, 11.3, 11.5 and 11.6 (IP ownership, Club Content indemnity, take-down and cessation of use of marks), clause 12 (confidentiality), clause 13 (warranties), clause 14 (limitation of liability and indemnity, including clauses 14.2A, 14.3A and 14.6), clause 17 (consequences of termination), clause 19 (dispute resolution and governing law), clause 20 (notices), clause 21 (general) and Schedule C (data-processing terms).

17.3 **Non-circumvention tail (clause 5.5).** Clause 5.5 survives termination or expiry for twelve (12) months and no longer. During that period: (a) clauses 5.5(a) and 5.5(b) apply only in respect of a Golfer who made or initiated a Booking at the Club through the Platform during the Term, and do not restrict the Club's dealings with any other golfer, nor its dealings with such a Golfer who approaches the Club through the Club's own channels or on the Golfer's own initiative; and (b) clause 5.5(c) applies only in respect of Bookings made during the Term, so that the Booking Value and the Booking Fee for those Bookings remain capable of determination and reconciliation under clause 8. The Parties record that this period and this scope are intended to be no wider than is reasonably necessary to protect the benefit of Bookings made during the Term, and that clause 5.5 does not restrict the Club from competing with Shankdt, from listing with any other booking channel, or from dealing with golfers who reach it through its own channels (clause 3.2).

18. Force majeure

18.1 Neither Party is liable for failure to perform (other than to pay money due) caused by an event beyond its reasonable control, including load-shedding, natural disaster, or failure of telecommunications, provided it takes reasonable steps to mitigate.

19. Dispute resolution & governing law

19.1 This Agreement is governed by the law of the Republic of South Africa.

19.2 The Parties shall first attempt in good faith to resolve any dispute by discussion between senior representatives. Failing resolution within 15 business days, the dispute shall be referred to **mediation**, and failing that, to the **Magistrate's Court having jurisdiction**, to which the Parties consent.

20. Notices

20.1 Notices must be in writing and sent to the addresses / email addresses in Schedule A. Email is valid notice. A Party may change its address on written notice.

20.2 **Deemed delivery.** A notice is deemed received: (a) if delivered by hand, on the day of delivery; (b) if sent by email, on the first business day after sending, provided the sender does not receive an automated delivery-failure notification; and (c) if sent by prepaid registered post to a physical address, on the seventh business day after posting.

20.3 **Breach and termination notices.** A notice of material breach, suspension or termination must be given by email and, where a physical address is stated in Schedule A, also by hand or prepaid registered post to that address.

20.4 **Domicilium.** Each Party chooses the physical and email address stated for it in Schedule A as its domicilium citandi et executandi under this Agreement, and may change it on written notice taking effect five (5) business days after receipt.

21. General

21.1 **Whole agreement and non-reliance.** This Agreement, together with its Schedules, constitutes the whole agreement between the Parties relating to its subject matter and supersedes all prior negotiations, representations, understandings and agreements on that subject matter. Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no claim or remedy in respect of, any statement, representation, warranty or undertaking (whether made negligently or innocently) that is not expressly set out in this Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

21.2 **Variation.** No variation is valid unless in writing and signed by both Parties. (An opt-in under clause 7.5 or 8.4, or a Booking Fee change agreed under clause 7.8, by exchange of emails satisfies this.)

21.3 **Cession & assignment.** Neither Party may cede or assign its rights without the other's written consent, which shall not be unreasonably withheld; save that Shankdt may cede to a group company or on a sale of its business, on notice.

21.4 **Severability.** If any clause is unenforceable, it is severed and the rest remains in force.

21.5 **No waiver.** Indulgence by a Party is not a waiver of its rights.

21.6 **Counterparts & electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is valid and binding under the Electronic Communications and Transactions Act 25 of 2002 ("**ECTA**"). No law requires this Agreement to be signed, so section 13(1) of ECTA does not apply and an advanced electronic signature is not required. The Parties agree, for the purposes of section 13(3) of ECTA, that a method of signature is appropriate and reliable where it identifies the signatory, indicates the signatory's approval of the information signed, and is as reliable as is appropriate given the purpose for which this Agreement was generated — and that a typed name, a scanned or drawn signature, or a signature applied through an electronic signing service, each sent from or confirmed by the signatory's Schedule A email address, meets that standard. Each Party shall retain a complete signed copy.

21.7 **Order of precedence.** If there is any conflict between the body of this Agreement, Schedule A, Schedule B and Schedule C, the following order of precedence applies (the first listed prevailing): (a) the body of this Agreement; (b) Schedule C (for the Processing it governs); (c) Schedule A; and (d) Schedule B. Schedule B is a plain-language summary for convenience only and does not vary clause 7 or clause 8; in any inconsistency, clauses 7 and 8 prevail over Schedule B.

21.8 **Good faith.** In performing this Agreement each Party shall act in good faith towards the other and shall not do anything that would defeat the object and purpose of this Agreement.

22. Signatures

For and on behalf of SHANKDT:

Signature: _____

Name: Marko Werkman Capacity: Director

Date: ____ **Place:** _____

For and on behalf of THE CLUB (_____):

Signature: _____

Name: [_____] Capacity: [_____]

Date: ____ **Place:** _____

Witness (optional): _____ Name: [_____]

SCHEDULE A — Club particulars, Rate Card & compliance confirmations

(Complete with the club at signing. Every figure below is the CLUB's own — Shankdt never sets a price.)

A1. The Club

Field	Detail
Trading name	_____
Registered legal name	_____
Registration number	—_____
VAT number (if any)	—_____
Physical address (domicilium)	_____

Province	—_____
Notice email (domicilium)	_____
Tee sheet in use	☐ Shankdt (our own console) ☐ ClubMaster ☐ Other: —_____ ☐ Paper / none
Console as tee sheet of record (clause 6B) — walk-in and phone rounds entered here carry the same Golfer-paid fee (clause 7.2C)	☐ Yes, we elect this ☐ No

A2. Authorised representative (signatory)

Field	Detail
Full name	_____
Role / capacity	_____
Mobile / WhatsApp	—_____
Email	_____

Security & privacy contact (where a breach notice under clause 10.6 must reach you within 48 hours)

Field	Detail
Information Officer / privacy contact	_____
Email	_____
Mobile (24h)	—_____

(Shankdt's Information Officer: Marko Werkman — marko@shankdt.com.)

A3. Rate Card — the Club's own prices

The Club types and controls these prices in its Shankdt console and may change them at any time (clause 5.1). The figures below are what is loaded at signing, so that both parties start from the same card; they are not a fixed term of this Agreement, and changing them later needs no consent from Shankdt. Leave a box empty where a rate is not offered — an empty rate is simply not sold, and no price is ever calculated, derived or discounted by Shankdt.

Visitor green fee (the rack rate every other rate is measured against):

Round	Weekday	Weekend / public holiday
18 holes	R_ _____	R_ _____
9 holes	R_ _____	R_ _____

Cart hire, per cart:

Item	Weekday	Weekend / public holiday
Cart hire	R_	R_

Other player types the Club prices *(the Club names these itself — e.g. Member, GolfRSA-affiliated, Junior, Senior, Partner club. Write R0 for free. Add rows overleaf if needed.)*

Player type (Club's own name)	18 holes	9 holes	Applies
---	R_	R_	☐ Every day ☐ Weekdays ☐ Weekends
---	R_	R_	☐ Every day ☐ Weekdays ☐ Weekends
---	R_	R_	☐ Every day ☐ Weekdays ☐ Weekends
---	R_	R_	☐ Every day ☐ Weekdays ☐ Weekends
---	R_	R_	☐ Every day ☐ Weekdays ☐ Weekends

Specials the Club runs *(applied automatically on the day, to the players the Club chooses)*

Special (name golfers will recognise)	Days it runs	18 holes	9 holes	Who it excludes
---	-----	R_	R_	—
---	-----	R_	R_	—

A4. Operations & cancellation (CPA-compliant)

Field	Detail
Tee-off interval	____ minutes
First tee / last tee	_ / _
Last 18-hole tee-off (after which only 9 holes are sold)	____
Cancellation policy	____
Cancellation charge / notice period	____ (a reasonable charge on reasonable notice — CPA s17)
No-show policy	____
The Club confirms its cancellation, refund & no-show policies comply with the CPA (incl. ss17, 48, 51)	☐ Confirmed
The Club is the "supplier" of the golf service under the CPA and bears CPA ss54–61 obligations (clauses 6A, 14.4)	☐ Acknowledged

A5. Content & IP (clause 11)

Field	Detail
The Club owns or is fully licensed for all photos, logos & marks it supplies, including any third-party photographer or drone images (clause 11.3)	☐ Confirmed
Brand guidelines supplied by Club	☐ Yes (attached) ☐ No
Shankdt notice / take-down address for ECTA s77 notifications (clause 11.5)	marko@shankdt.com / dan@shankdt.com

A6. Public-liability insurance (clause 14.7)

Field	Detail
Insurer	_____
Policy number	_____
Sum insured per event (ZAR)	R_____
Expiry / renewal date	_____
Proof of cover	☐ Attached ☐ To follow

A7. Verification & banking (clause 10B)

Field	Detail
Club registration / proof of legal existence sighted	☐ Yes
Authorised signatory identity verified	☐ Yes
Records-retention & audit right acknowledged (clause 8.6)	☐ Yes
Club bank account, for any future platform-collected Green Fees — any change is verified by a second channel, never by email alone (clause 10B.2)	_____

Effective Date: _____

Shankdt settlement account: _____ (completed with the Club at signature and deliberately not printed on any copy circulated in advance — the same treatment Schedule A7 gives the Club's own account. Shankdt's details are given to the Club's authorised representative on the verification call under clause 10B.4 and repeated on every monthly statement; the Club must never act on a change of them communicated by email alone — clause 8.11.7. This account is for Booking Fees the Club's till collected for Shankdt and remits under clause 8.11, and for any amount that may become due under clause 8.6. The Club never pays Shankdt out of its own funds — see clause 8.2.)

Shankdt notices: 9 Lanyon Street, Baillie Park, Potchefstroom, North West, 2531, South Africa · marko@shankdt.com / dan@shankdt.com

SCHEDULE B — Fee summary (plain language)

This summary is for convenience only; clauses 7 and 8 of the Agreement prevail if they differ (clause 21.7).

- **You keep 100% of your green fees AND 100% of your cart hire** — same as a walk-in. Shankdt takes nothing off your side.
- **You pay Shankdt nothing.** No commission, no set-up fee, no subscription, no licence fee.
- **The golfer pays a 5% booking fee**, calculated on the whole booking (green fees + cart hire), worked out per player and **capped at R50 per player**. That is Shankdt's charge, paid by the golfer — never

deducted from you.

- **Some bookings carry less.** The R50 cap means a very expensive round pays proportionally less than 5%, and a Shankdt Pro member has their **own share** waived — never the whole group's.
- **The golfer also pays a payment-processing amount**, on top of the booking fee. The golfer pays the **same total whichever way they settle**, so nobody is pushed towards one payment method.
- **The software and pro-shop console are free.**
- **If you run your tee sheet on Shankdt** (you choose this — clause 6B), the walk-ins and phone bookings you type into the console carry the **same golfer-paid fee**, collected by your till and remitted with the rest (clause 7.2C). That fee is what pays for the tee-sheet software. If you don't run your tee sheet on Shankdt, your walk-ins and phone bookings carry **no fee at all** and never appear on a statement.
- **Two ways a golfer can pay, and you keep the same under both.** Settle at your club: your till takes the lot, you keep your money, and you pass on only Shankdt's portion once a month, for rounds actually played (clause 8.11) — that portion being the booking fee **together with** the clause 7.2B amounts your till collected with it, and never a cent of your green fee or cart hire. Or pay in the app, once that is switched on for you: a licensed payment provider splits the payment as it is charged, so your share goes **straight into your own bank account** and never passes through ours (clause 7.7).
- **The fee can only change if you agree.** Shankdt cannot raise the booking fee on its own: any change needs **both you and Shankdt to agree in writing**, and it never applies to bookings already made (clause 7.8).

Worked example — 2 players, R500 green fee each, R400 cart (*processing figures are today's rates and move with the payment provider's own charges — the booking fee itself does not move, clause 7.8*): - Booking Value is **R1,400** (R1,000 green + R400 cart) — your normal prices. - **You receive R1,400 — the full amount, both lines.** Every time, under both payment options. - The golfer pays **R126** on top — a **R70** booking fee (5% of R1,400) **plus R56** payment-processing recovery (clause 7.2B), at today's processing rates. The golfer pays **R1,526** in total, whichever way they settle. - **Settled at your club:** your till takes the R1,526, you keep your **R1,400**, and you remit the **whole R126** add-on — never only the R70 — itemised on your monthly statement. (Shankdt is not a registered VAT vendor today, so the statement's VAT line reads R0 — clause 7.6. If that changes, VAT is charged and itemised in accordance with law.) **Paid in the app:** your R1,400 goes straight to your bank and you remit nothing. - Shankdt earns the **R126**, less what the payment provider deducts from it. Where you settle at the till no provider is involved, so the R56 is Shankdt's margin on that booking (clause 7.2B). **You pay nothing under either option.**

SCHEDULE C — Data Processing Terms (POPIA Operator addendum)

These terms apply where, under clause 10.2(c), Shankdt Processes Personal Information as the Operator of the Club (the Responsible Party) — namely Club Personal Information Processed through the Console (walk-in records, tee-sheet entries, staff-user credentials). This Schedule gives effect to sections 20 and 21 of POPIA and constitutes the written processing contract those sections require. Capitalised terms have the meanings given in POPIA and in this Agreement.

C.1 Roles. For the Processing described in clause 10.2(c), the Club is the Responsible Party and Shankdt is the Operator. This Schedule constitutes the Club's documented instruction to Shankdt.

C.2 Processing on instruction (section 20). Shankdt shall Process Club Personal Information only (a) with the knowledge or authorisation of the Club, and (b) for the purpose of providing, supporting and maintaining the Console and performing this Agreement, in accordance with the Club's documented instructions, unless Processing is required by law — in which case Shankdt shall inform the Club of that requirement before Processing, unless the law prohibits such notice.

C.3 Confidentiality (section 20(b)). Shankdt shall treat all Club Personal Information that comes to its knowledge as confidential, shall not disclose it except as permitted by this Agreement or required by law, and shall ensure that every person it authorises to Process that Personal Information is bound by a duty of confidentiality.

C.4 Security measures (sections 19 and 21(1)). Shankdt shall establish and maintain the security measures referred to in section 19 of POPIA and the technical and organisational measures in C.9.

C.5 Breach notification (section 21(2)). Shankdt shall notify the Club immediately, and in any event within forty-eight (48) hours, where it has reasonable grounds to believe that Club Personal Information has been accessed or acquired by an unauthorised person, and shall provide all information and co-operation reasonably required for the Club to discharge its section 22 obligations.

C.6 Sub-operators. The Club authorises Shankdt to appoint sub-Operators on the terms of clause 10.11. Shankdt shall impose on each sub-Operator obligations no less protective than those in this Schedule and remains responsible to the Club for each sub-Operator's Processing.

C.7 Return and deletion. On termination of this Agreement, or on the Club's earlier written request, Shankdt shall — at the Club's election — return, securely delete, or de-identify Club Personal Information held in the Console within a reasonable period, save to the extent Shankdt is required by law to retain it or reasonably needs it for the establishment, exercise or defence of a legal claim.

C.8 Assistance and audit. Shankdt shall provide the Club with reasonable assistance and information to enable the Club to (a) respond to Data Subject requests relating to Club Personal Information, (b) meet its POPIA obligations, and (c) verify Shankdt's compliance with this Schedule, subject to reasonable confidentiality, security and cost conditions.

C.9 Technical and organisational measures. Without limiting section 19, Shankdt shall: encrypt Personal Information in transit and, where appropriate, at rest; apply per-club access credentials and role-based access control; log access to Club Personal Information; maintain backups and a documented incident-response process; and restrict staff and contractor access on a need-to-know basis.

C.10 Cross-border Processing (section 72). The Club acknowledges and instructs that Shankdt Processes Club Personal Information on infrastructure located **outside** the Republic of South Africa — currently application hosting and the database (Railway Corp., United States), transactional email (Resend, Inc., United States) and, where AI-assisted features are used, an AI provider (United States). This Schedule constitutes the agreement contemplated by section 72(1)(a) of POPIA. Shankdt warrants that each such recipient is bound by written obligations upholding principles for reasonable Processing substantially similar to Chapter 3 of POPIA, including in respect of onward transfer, and shall give the Club not less than thirty (30) days' written

notice before adding or replacing a category of recipient that Processes Club Personal Information outside the Republic. Clause 10.8 applies to any other transfer.

C.11 Precedence. In the event of conflict between this Schedule and the body of the Agreement in respect of the Processing described in clause 10.2(c), this Schedule prevails.