

---

## INDEMNITY AGREEMENT

FOR VALUE RECEIVED, the undersigned jointly and severally agree to indemnify and exempt IQ Retail (Pty) (“the Company”) Ltd from any claim, loss damage or suit, arising from the following:

1. Converting to IQ Retail software products,
2. Usage of Zero Program,
3. Changes made to current database.

Whilst all possible care is taken to ensure the accuracy of information presented by the conversion the Company expressly disclaims all representations and warranties, expressed or implied, concerning the software of the installation, including without limitation any implied warranties of fitness for a particular purpose, merchantability or otherwise. In no case shall the Company, its Directors or employees be held liable for any incidental, punitive, special or consequential damages, arising from the use of the software of the installation or related in any way to the use of the client’s use of the software or the installation.

I, \_\_\_\_\_, the Value Added Reseller (VAR), acknowledge and accept all responsibility for any loss of data and/or damages and/or loss of income incurred by any respective client should the conversion be done outside of the Company.

In the event of a conversion done by the Company, where the conversion needs to be redone because of inaccurate information being given to its staff the aforementioned task will be billed for each of the conversions and the Value Added Reseller will be held responsible for this account.

---

All concerned Initial

The Company will not be held responsible for non-delivery of data conversion for a scheduled date due to the complexities inherent to the issue of data conversions.

The Client shall be solely responsible for reconstructing data stored on disk files, tapes, memories or otherwise lost during the installation. If, at any time, the sole discretion of the Company it is determined that any representation or warranty is inaccurate, in whole or in part, or the installation would constitute a breach of a representation or warranty (whether material or immaterial), the Company may, at its option, terminate the installation or request such further assurances and security as the Company may determine. Termination by the Company will not release the Client of its obligation to pay for services rendered and to be rendered under its agreement with the VAR.

The Client agrees to at all times indemnify, defend and hold harmless the Company and/or employees from and against and all liabilities, debts, obligations, claims, penalties, fines, demands, judgments, actions, causes of action, losses, damages, costs or expenses (including attorney fees and any other costs or expenses imposed upon or incurred in the defense, investigation or settlement of any matter which is subject to this Agreement), of any amount and nature whatsoever, incurred by or imposed upon the Company as a result of, related to or in any way connected with or arising out of (a) the installation; (b) any claim made by any party that the installation violates any copyright, license or other right; (c) the inaccuracy of or breach of any person or damage to any property related to the Software or the Installation.

Any failure by the Company to assert any right hereunder shall not constitute a waiver of any other right or remedy under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Client and the Company and their respective successors and assigns

---

All concerned Initial

I have carefully read this agreement. I understand that this is a release of liability and a contractual agreement between the Company and myself.

I hereby acknowledge and sign this agreement of my own free will.

---

Value Added Reseller

---

Value Added Reseller's Client

---

Value Added Reseller Signature

---

VAR's Client Signature

---

Witness 1

---

Witness 1

---

Date/Place

---

VAR's Account Number at IQ Retail (Pty) Ltd