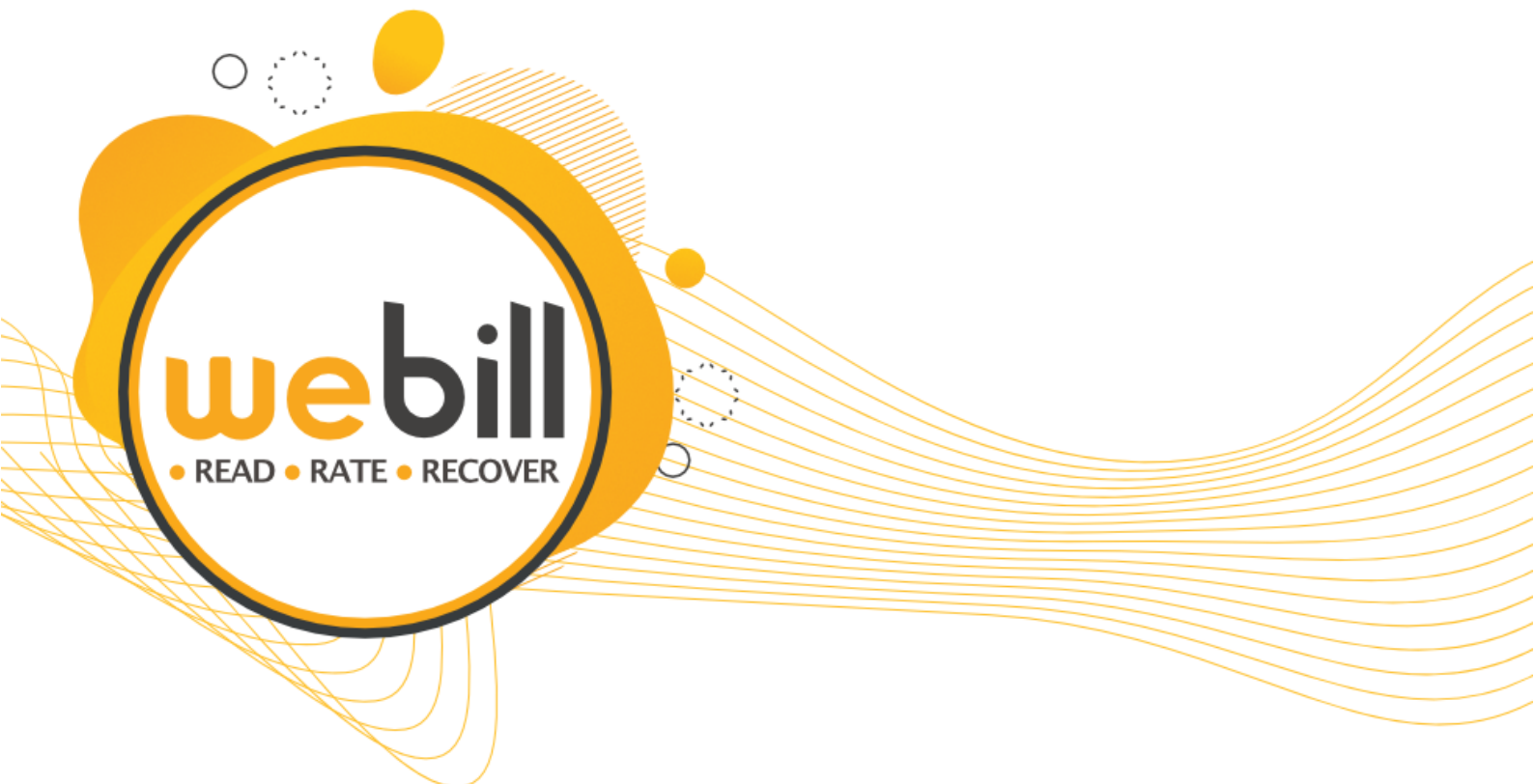


# MANDATE TO ACCESS DATA FORM



**MANDATE TO ACCESS DATA**

\_\_\_\_\_ Client Name: \_\_\_\_\_ (registration number: \_\_\_\_\_ Registration Number: \_\_\_\_\_) ("Client") agrees as follows:

1. In terms of a contractual arrangement between Client and [Insert details of third-party contractor which provides the server] ("Third Party Contractor"), Client's, its personnel's (including any director, employee, agent, consultant, contractor or other representative of Client) and/or its customers' data (including but not limited to metering and billing data and personal information about an identifiable individual) ("Client Data") is recorded and stored on a server or system owned and/or operated by the Third Party Contractor ("Server").  
[Change server details as required]
2. In order to enable WeBill Proprietary Limited (registration number 2016/538436/07) ("WeBill") to provide certain agreed services to Client, WeBill requires access to the Client Data.
3. Client (i) has provided or will provide, alternatively has procured or will procure that Third Party Contractor provides, WeBill with access to the Client Data stored on the Server as required under paragraph 2, and (ii) hereby authorises WeBill to access, download, store (including on WeBill's secure cloud-based repositories) and/or process the Client Data, whether through a designated internet URL and/or application programming interface (API), or such other means as may be appropriate ("Credentials").
4. Client shall notify WeBill in writing of any relevant contractual terms between Client and Third Party Contractor insofar as they relate to or have an impact on WeBill's obligations.
5. Client acknowledges and agrees that WeBill is not the owner or collector of the Client Data and shall not:
  - a. be required to ensure or be responsible for ensuring Client's or Third Party Contractor's compliance with the contractual terms applicable between Client and Third Party Contractor;
  - b. be liable for any act or omission of Third Party Contractor; or
  - c. be liable for any claim made by Third Party Contractor emanating from WeBill's performance under this mandate.
6. Client warrants that:
  - a. it has the full authority and consent to provide this mandate to WeBill on the terms hereof, and that this mandate shall not be in breach of any agreement entered into between it and any third party, including Third Party Contractor;
  - b. it owns the Client Data or has obtained all the necessary consents and authorisations in respect of the Client Data, and that access and use by WeBill of the Client Data through the Server as aforesaid will not infringe any rights of any third party (including but not limited to intellectual property or proprietary rights) and will not amount to a contravention of any applicable laws (including but not limited to protection of personal information laws); and
  - c. the Credentials will enable WeBill to access Client Data only and not any data belonging to any party other than Client, its personnel or its customers (including but not limited to personal information of unrelated third parties).



7. Client hereby indemnifies and holds WeBill harmless from any claim, damages, penalty or fine as a result of (i) Client failing to comply with its obligations under this mandate or (ii) a breach of any warranty provided by it under this mandate, including all legal costs incurred on an attorney-and-own-client basis.
8. Except as provided otherwise in this mandate, the provisions of any existing arrangement between WeBill and Client, including those relating to the Client Data, shall remain of full force and effect between WeBill and Client.
9. In the event that Client elects to revoke this mandate, Client shall provide WeBill with written notification of such intended revocation by email to [ayal@webill.net](mailto:ayal@webill.net) at least 2 business days prior to such revocation taking effect. Such revocation shall not affect any existing arrangement between WeBill and the Client, which arrangement(s) shall continue on the terms thereof.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 2022

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

Who warrants that he/she is duly authorised thereto