

CAP Armed Response (CAP at Home App)
Annexure B: CAH Security Armed Response Terms and Conditions

1. DEFINITIONS

- 1.1 "**Agreement**" in this document means this terms and conditions document that forms part of and are attached to the agreement between the Client and CAH;
- 1.2 "**Alarm**" means the electronic warning system installed at the Property;
- 1.3 "**Armed Response**" means the Service supplied by CAH in response to an activated Alarm or phone communication by the client and or keyholder;
- 1.4 "**Business Hours**" means Monday to Friday between the hours 08H30 to 16H00 excluding public holidays;
- 1.5 "**CAH**" means CAP AT HOME APP NPC (Registration No. 2009/020160/08), a non-profit company incorporated in terms of the Companies Act, No 71 of 2008 (as amended), and shall wherever the term is utilised in this Agreement, include where appropriate, any party to which CAH cedes or assigns any of its rights or obligations under this Agreement, as well as any of its employees, agents, assigns, directors, personnel or sub-contractors;
- 1.6 "**CAH Equipment**" means the transmitter, antennae, and/or panic kit installed by CAH at the Client's Property;
- 1.7 "**CAP at Home App**" means the mobile application developed by CAH to, amongst other things, notify the user of Alarm notifications, Alarm system health and to receive and provide general feedback;
- 1.8 "**Cancellation Fee**" means an amount determined by CAH, being a reasonable amount, taking into account all relevant factors including but not limited to the remaining term of this Agreement;
- 1.9 "**CAP Group**" means collectively CAP ADMIN NPC, CAP NPC, CAP AT HOME APP NPC, and includes any other company falling under the CAP brand, from time to time;
- 1.10 "**Client**" means the other contracting Party to this Agreement as named in Section 1 of this Agreement to whom the Service is offered;
- 1.11 "**Commencement Date**" means the date that the CAH Equipment is/was installed at the Client's Property and is/was confirmed to be working in accordance with this Agreement;
- 1.12 "**CPA**" means the Consumer Protection Act 68 of 2008;
- 1.13 "**Fees**" means the annual, monthly and once off fees as set out in the Fees section of this Agreement including any transfer fees or Cancellation Fee;
- 1.14 "**Fixed Period**" shall bear the meaning ascribed thereto in clause 2.1;
- 1.15 "**Keyholder/s**" means the natural person/s so designated in the Keyholder Section of this Agreement, who has access to the dedicated phone line at the Property and/or access to the Property, as well the relevant information in terms of this Agreement;
- 1.16 "**Panic Kit**" means the panic transmitter installed at the Property through which only panic notifications are sent to CAH;
- 1.17 "**Parties**" means collectively or separately and individually, depending on the context, CAH and the Client and "**Party**" shall have a corresponding meaning;
- 1.18 "**Personal Data**" means any information relating to a Client stored in electronic or any other format whatsoever;
- 1.19 "**Property**" means the address referred to in Section 1 at which the Alarm and CAH Equipment are installed and where the Services are to be rendered;

1.20 "**Service/s**" means (i) an Alarm monitoring and armed response service whereby CAH monitors Alarm activations (including via Smart Dispatch) from the Property and responds to the Property accordingly; and (ii) any and all other services as may be offered from time to time by CAH; and
1.21 "**Smart Dispatch**" means the automated robot calling system which contacts the Client and/or Keyholder (as the case may be) to ascertain whether or not the Alarm has been intentionally activated (for whatsoever reason), as well as the hardware associated with such system.

2. COMMENCEMENT, DURATION, CANCELLATION AND TRANSFER

2.1 The Agreement will commence on the Commencement Date and will endure for a period of 24 months from the Commencement Date ("**Fixed Period**"), after which it shall continue on a month-to-month basis.

2.2 Either Party may cancel the Agreement at any time (including after the Fixed Period). CAH must give not less than 20 (twenty) business days' notice of cancellation but the Client must give not less than 3 (three) calendar months' notice of cancellation; however, in order for the Client to validly cancel the Agreement, the Client must send CAH the completed CAH cancellation form as well as proof of payment of the Cancellation Fee. CAH shall notify the client of the Cancellation Fee as soon as reasonably possible after the Client has indicated his intention to cancel.

2.3 The Client may transfer the Agreement to a new Property after giving not less than 40 (forty) business days' notice however in order for the Client to transfer the Agreement the Client must send CAH the completed transfer form as well as proof of payment of the transfer fee. CAH shall notify the Client of the transfer fee as soon as necessarily practical after the Client has indicated his intention to transfer the Agreement to a new Property.

3. OWNERSHIP

3.1 CAH shall remain the owner of the CAH Equipment. CAH shall remove the CAH Equipment upon termination. If the CAH Equipment cannot be removed, for any reason, the Client shall pay CAH for the replacement cost of the CAH Equipment.

4. INSTALLATION OF THE CAH EQUIPMENT

4.1 Prior to the installation of the CAH Equipment there must be a fully functional Alarm installed on the Property.

4.2 Should the Alarm be incompatible with the CAH Equipment, CAH may resile from this Agreement.

4.3 The Client agrees to provide CAH and its sub-contractors during Business Hours with safe access to the Property for the purpose of performing the installation of the CAH Equipment.

4.4 The Client agrees during the currency of this Agreement to allow CAH reasonable access (on reasonable notice) to the Property to inspect or effect repairs to the CAH Equipment.

4.5 The Client agrees that the cost of all repairs and the replacement of defective parts shall at all times be for the Client's account if:

4.5.1 the CAH Equipment has been damaged; or

4.5.2 repairs to the CAH Equipment take place outside of Business Hours, in circumstances where the Client is unable to accommodate CAH during Business Hours.

4.6 The Client's signature on the handover certificate shall, in the absence of manifest error, constitute prima facie (face value) evidence that the CAH Equipment:

4.6.1 has been properly installed;

4.6.2 is in good working order; and

4.6.3 that the Client has had reasonable time to inspect the CAH Equipment.

4.7 Despite clause 4.6 above, within 7 (seven) days after installation of the CAH Equipment, the Client may raise any issues with the CAH Equipment to CAH. CAH shall use their reasonable endeavours to resolve such issues within a reasonable time period. Failure to raise any such issues shall be deemed to constitute acceptance by the Client that the CAH Equipment has been properly installed and is in good working order. In addition, if any issues have been raised the aforesaid deeming mechanism shall apply to that CAH Equipment to which such issues do not relate to.

4.8 Any alterations to the Property, necessary for the proper installation of the CAH Equipment or any repairs arising from such installations, shall be for the Client's account.

4.9 Should the installations be delayed, or should CAH be unable to commence and/or complete the installations of the CAH Equipment as the result of an act or omission of the Client, the Client shall bear CAH or CAH's subcontractors costs of such delay and shall pay the costs to CAH or its subcontractors on receipt of an invoice thereof.

5. PAYMENT OF FEES

5.1 The Client is liable to pay CAH the Fees stipulated in this Agreement. The Service Fee shall be paid monthly in advance.

5.2 All Fees payable are, unless otherwise specified, exclusive of value-added tax at the prescribed rate at the relevant time, which value-added tax at the prescribed rate shall be added to the relevant Fee.

5.3 Unless otherwise agreed by CAH, all payments to be made by the Client to CAH under this Agreement shall be made by way of debit order automatically deducted from the Client's designated bank account and transferred directly into a bank account nominated from time to time by CAH in writing. Should the debit order date fall on a non-processing day then the debit order will go through on the next possible processing day. The abbreviated short name as registered with the acquiring bank is CAH1.

5.4 If CAH has agreed to receive payment of any Fees from the Client by electronic funds transfer, and if payment has not been duly made within 7 (seven) days from the due date of payment of any Fees, then the Client hereby consents to CAH debiting all such amounts that are and may in the future become due, owing and payable hereunder by way of debit order against the Client's bank account specified in this Agreement.

5.5 CAH shall be entitled in its discretion to increase any of its Fees, provided that such increase is reasonable. CAH undertakes to provide the Client with 1 (one) calendar months' notice of any such increase via email to the address provided to CAH.

5.6 CAH may perform a credit information search on the Client at a credit information bureau of CAH's choice and monitor the Client's payment behaviour by researching the Client's record at one or more credit information bureaux and use new information and data obtained from a credit information bureau in respect of the Client's future credit applications. CAH may record the existence of the Client's account with any credit information bureau, record and transmit details of how the Client has performed in terms of this Agreement reflecting how the account has been conducted by the Client and how it has met its obligations in terms of this account. In the event of any non-

payment by the Client which is not timeously remedied (in the reasonable opinion of CAH), CAH may either adversely list the Client at any relevant credit bureau and/or hand such debt over to CAH's debt collectors, in accordance with the procedures as set out in the National Credit Act.

5.7 All payments to be made by the Client to CAH in terms of this Agreement shall be made free of any set-off, deductions or withholding of whatsoever nature (including, without limitation, any taxes) and without demand into the account given by CAH or to such other address or account in South Africa as CAH may from time to time notify in writing to the Client.

6. OBLIGATIONS OF THE CLIENT

6.1 The Client undertakes to:

6.1.1 at all reasonable times (and on reasonable notice by CAH) allow CAH unrestricted access to the Property to enable CAH to perform its duties;

6.1.2 upon the activation of the Alarm (including where you have not responded to a notification on the CAP at Home App (if installed) and/or where the Smart Dispatch system has attempted to contact you unsuccessfully) or the Client contacts CAH, the Client is to ensure that the Client or the Keyholders, when contacted by CAH, CAP at Home App or the Smart Dispatch system, facilitate entry of CAH's armed response personnel to the Property;

6.1.3 ensure that all Keyholder and Client details are kept up to date and the relevant information provided to CAH, provided that the Client must inform CAH in writing of any change of (i) Keyholder; and/or (ii) Keyholder and/or Client information (which includes, but is not limited to, contact information);

6.1.4 ensure that the Keyholder enjoys the use of an operational telephone and to always use his best endeavours to ensure that the Property is equipped with an operational telephone at all times;

6.1.5 in relation to the CAP at Home App –

6.1.5.1 ensure that only the Keyholder and Client has access at all times to the CAP at Home App and, in this regard, CAH shall not be liable if any Alarm notifications are cancelled through the CAP at Home App by any third party who (i) was granted access to the CAP at Home App by the Keyholder and/or Client; (ii) has access to the Keyholder and/or Client's cellular telephone through any malware, spyware, trojan or related unauthorised access; (iii) has possession (whether lawful or unlawful) of the Keyholder and/or Client's cellular telephone; and

6.1.5.2 use its reasonable endeavours to ensure that the latest version from time to time of the CAP at Home App is downloaded and installed, so as to ensure that full and seamless functionality is maintained, it being recorded that it may be necessary to update the CAP at Home App from time to time to remove bugs or other errors that arise. The Client undertakes to use reasonable endeavours to notify CAH if he/she identifies any bugs or other errors on the CAP at Home App, by emailing care@capcommunity.co.za or calling the control room telephonically on 0861 227 227; and

6.1.6 use reasonable endeavours to (i) respond to the notifications from the CAP at Home App (if installed) and if any such notifications relate to any errors or faults to the CAH Equipment or Alarm, to use his/her reasonable endeavours to contact CAH by emailing care@capcommunity.co.za or calling the control room telephonically on 0861 227 227; and (ii) answer the Smart Dispatch automated call, so as to enable the system to ascertain whether or not the Alarm activation is genuine.

6.2 The Client is fully responsible for the CAH Equipment while it is in his possession, and shall ensure that the Alarm and the CAH Equipment always remain in working condition and used only for the purposes contemplated herein. The Client shall have no claim should they: (i) fail to maintain or

repair the Alarm, the CAH Equipment or any of their related components; (ii) fail to notify CAH about issues with the CAH Equipment; or (iii) alter the installation of the Alarm or the CAH Equipment in any way.

6.3 Testing of the Alarm system and the CAH Equipment should be done regularly after notifying the CAP control room telephonically on 0861 227 227.

6.4 The Client is responsible and liable for all costs of altering and replacing CAH Equipment should the Independent Communication Authority of South Africa reallocate radio frequencies and an adjustment is necessary for the proper functioning of the CAP Equipment.

6.5 In the event of a perceived or actual emergency (including where the CAP at Home App and/or the Smart Dispatch system has attempted to contact you unsuccessfully) or any form of suspicious activity, the Client hereby grants CAH unrestricted access to the Property as well as the right to do whatever is necessary in order for CAH to provide the Service including but not limited to using reasonable force to gain access to the property, the right to search any person or property, the right to arrest any person found or suspected to be committing an offence on the Property, and so forth. The Client agrees and acknowledges that CAH will not be held liable for any damages or costs incurred by the Client or any third party as a result of the requirement to use reasonable or proportional force accordingly.

6.6 When CAH accesses the Property for any reason whatsoever, the Client must ensure that any animal on the Property is under the Client's control or locked away in order not to impede the performance of CAH. Should the Client's animal(s) hinder CAH's right to access the Property, CAH will have the right to subdue the animal(s) in accordance with the CAH animal policy. The Client agrees and acknowledges that CAH will not be held liable for any damages or costs incurred as a result of having to use reasonable or proportional force accordingly.

6.7 The Client acknowledges that the Services provided by CAH are not an alternative to insurance in relation to his business and/or Property and that it shall be incumbent upon the Client to effect all necessary insurance in relation to his Property.

6.8 Where the Client has an Alarm, CAH Equipment, Smart Dispatch or CAP at Home App that requires any form of connectivity in order for CAH to receive activations from the Alarm, CAH Equipment, Smart Dispatch and/or CAP at Home App, the Client is responsible for providing the connectivity. Any connectivity failure or delay will severely hamper or prevent CAH from performing, or timeously performing, the Service.

7. OBLIGATIONS OF CAH

7.1 CAH undertakes to provide the CAH Equipment, Smart Dispatch, CAP at Home App and the Service to the best of its ability using the available resources at the relevant time. The Service is provided on a syndicated basis across all CAH clients in CAH's areas of operation.

8. LIMITATION OF LIABILITY

8.1 The Client expressly agrees that the obligations of CAH under this Agreement, including and without derogating from the generality hereof, the provisions of the Services, are for the purpose of minimising the risk of:

8.1.1 death

8.1.2 personal attack or injury to the Client or any person on or in the vicinity of the Property; and

8.1.3 loss, theft or damage to any item situated on or about the Property, or to the Property, (hereinafter collectively referred to as the "**Events**"). Furthermore, CAH gives no warranty or guarantee that its personnel will be able to prevent or minimise such Events.

8.2 Considering 8.1 above and that the nature of the Services contains inherent risk and uncertainty, notwithstanding anything else to the contrary, CAH will not be liable, whether in contract or in delict, for any reason whatsoever, in relation to the Services. This limitation of liability does not apply when such loss arises from the grossly negligent or intentional acts or omissions of CAH. Being mindful that in the context of this Agreement gross negligence may be regarded as an extreme departure from the standard of a reasonable person which departure must demonstrate complete obtuseness of mind or total failure to take care.

8.3 The Client hereby indemnifies and agrees to hold CAH harmless against any claim of whatsoever nature which may be brought against CAH by any party at any time in relation to any act or omission for which it is not liable in terms of this agreement, including this clause 8.

8.4 The indemnity set out in clause 8.3 of this Agreement is provided irrespective of whether the Event(s) was caused by any negligent act or omission (being mindful that in the context of this Agreement negligence may be regarded as an act or failure to act in a manner that a reasonable person would have acted to avoid the foreseeable possibility of harm, loss or damage), or arising from any delay, on the part of CAH in the provision of the Service, or as a result of any delay in, or the defective installation of the Alarm, CAH Equipment, CAP at Home App or incompatible equipment on the Property, or a failure to repair and/or timeously and/or properly repair or replace the Alarm or any of the CAH Equipment.

8.5 CAH's liability will not exceed the amount for which CAH's relevant insurer has agreed to accept liability for under CAH's relevant insurance policy. CAH shall be obliged obtain and maintain insurance cover in this respect.

8.6 In circumstances where the Client is protected under the CPA, the provisions of clauses 8.2 and 8.5 of this Agreement shall apply irrespective of whether the Event was caused by any negligent act or omission on the part of CAH in the provision of the Services, or the defective installation of the Alarm and/or CAH Equipment and/or CAP at Home App. The provisions of this clause 8 of this Agreement does not purport to, nor do they, exclude CAH's liability for it or its sub-contractors or its employees' intention or gross negligence.

8.7 Under no circumstances shall CAH be liable whatsoever for any indirect or consequential loss or damage, or for loss of profits which the Client may sustain, (whether or not such loss or damage was foreseen at the time of entry into this Agreement).

8.8 CAH hereby strongly advises the Client to insure its Alarm, and property (including contents).

8.9 The Client hereby acknowledges and agrees that CAH shall not be liable for a delay in Services due to the loss or damage of any Alarm or other equipment owned by the Client and/or any delay caused by the replacement or repairing of such Alarm or other equipment.

9. DATA COLLECTION, OWNERSHIP AND TRANSFER

9.1 The Client is referred to the CAP group's External Privacy Statement in this regard which is available at the website www.capcommunity.co.za/privacystatementcap, and which is hereby incorporated by reference.

9.2 By signing this Agreement, the Client confirms that s/he has read and agrees to being bound to the CAP Group's External Privacy Statement.

10. SIGNAGE

10.1 CAH shall be entitled to display signage at the Property, advertising its identity and presence.

10.2 The Client agrees to allocate a suitable area visible to the public at the Property for this purpose.

10.3 The Client further agrees not to deface, or to damage the signage, or to remove the signage erected by CAH.

11. CESSION AND ASSIGNMENT

11.1 CAH shall have the right to cede and/or transfer and/or assign all or any portion of its rights and obligations under this Agreement to any other suitably qualified party, provided that such cession and/or transfer and/or assignment is pursuant to CAH discharging the Services.

11.2 The Client expressly agrees that it has no objection to the right of cession and assignment afforded to CAH in the manner set out in this Agreement, and expressly agrees that the rights and obligations which the respective Parties have and enjoy under this Agreement shall apply mutatis mutandis (apply in the same manner with the necessary changes) to any third party to whom CAH has ceded and assigned any of its rights and/or obligations.

11.3 The Client further agrees that all indemnities and waivers of liability stipulated in this Agreement in favour of CAH shall likewise apply mutatis mutandis (will apply in the same manner with the necessary changes) and be of full force and effect insofar as the Client is concerned, to and in favour of CAH and of any other third party to whom CAH has ceded and/or assigned and/or transferred any or a portion of its rights and obligations in the manner contemplated in this Agreement.

11.4 The Client shall not be entitled to cede or assign any of its rights and obligations under this Agreement to any third party unless written consent has been provided by CAH to the client.

11.5 CAH shall be entitled to deal with the Client only. CAH will not deal with any company or person who alleges that they represent the client. Any company or person alleging to represent the Client in any manner shall be disregarded by CAH.

12. SUB-CONTRACTORS

12.1 CAH will from time to time employ sub-contractors to carry out its duties. All sub-contractors will be duly registered in accordance with the Private Security Industry Regulation, Act 56 of 2001.

12.2 The list of sub-contractors and their details as required in terms of the CPA will be listed on the CAH website.

13.BREACH

13.1 Should the Client be in default of any payment due in terms of this Agreement or be in breach of any other provision of this Agreement, and remain in default after having been afforded a period of 7 (seven days) written notice to remedy such breach, or within the aforementioned 7 (seven) day period, CAH shall be entitled, without prejudice to any alternative or additional right of action or remedy to:

13.1.1 suspend the rendering of any Services (including Smart Dispatch) in terms of this Agreement (and disable access to the CAP at Home App) unless CAH has elected to cancel this Agreement in

the manner contemplated in clause 13 and shall not be obliged to render any Service, Smart Dispatch (or provide access to the CAP at Home App) until the amounts outstanding have been paid in full; and/or

13.1.2 claim immediate payment of all amounts, whether then due for payment or not under this Agreement, which rights shall all be in addition to CAH's right to cancel the Agreement as per clause 13. A certificate signed by a person employed by CAH shall be prima facie (face value) proof of the amount due, owing and payable by the Client;

13.1.3 cancel this Agreement without further notice in which case CAH shall (in addition to the rights afforded it in clause 13 above), become entitled to:

13.1.3.1 secure immediate possession of the CAH Equipment; and

13.1.3.2 claim, as liquidated damages, payment of the balance of the total Fees for the unexpired portion of this Agreement.

13.2 Should CAH be in breach of any other provision of this Agreement, and remain in default after having been afforded a period of 7 (seven) business days written notice to remedy such breach, the Client shall be entitled, without prejudice to any alternative or additional right of action or remedy to:

13.2.1 cancel this Agreement; and/or

13.2.2 claim specific performance (with or without a claim for damages).

13.3 Notwithstanding anything to the contrary herein contained and this Agreement being cancelled for whatsoever reason, any rights that have accrued (including any benefit in favour of the Parties, even if not accrued) shall survive any cancellation and be of full force and effect.

13.4 CAH shall be entitled to recover from the Client all reasonably incurred and properly documented costs, expenses and payments including costs of an attorney as a result of the Client's breach of the Agreement.

13.5 The Client shall not be entitled to cancel the Agreement or claim damages as a result of a delay in performance by CAH due to –

13.5.1 floods;

13.5.2 riots, civil disturbance, war;

13.5.3 strikes;

13.5.4 power failures, including load shedding;

13.5.5 any unforeseen bug or error in the CAP at Home App, any connectivity failure between the servers hosting the CAP at Home App and the Client, the unavailability of components of whatsoever nature for the CAH Equipment, Alarm system and/or ancillary equipment; and/or

13.5.6 force majeure - other circumstances beyond the reasonable control of CAH or its sub-contractors.

14. SURETY

14.1 Any person signing on behalf of the Client in a representative capacity confirming the acceptance of these terms and conditions, by his signature, binds himself, under renunciation of the benefits of excussion and division (meaning the surety cannot require CAH to first proceed against the Client before proceeding against the surety and that the debt of the surety is not divided between it and the Client), as a surety and co-principle debtor in solidum (as one) with the Client for the payment by him to CAH of all amounts which may at any time become owing to CAH by the Client from any cause whatsoever and howsoever arising.

15. DOMICILIUM AND NOTICES

15.1 The Client hereby appoints the Property address appearing in Section 1 as its chosen domicilium citandi et executandi (place of notice) at which address CAH shall be entitled to deliver all court notices, court pleadings and processes and any other documentation.

16. GENERAL

16.1 This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any other discussions, agreements and/or understandings regarding the subject matter hereof. Save as set out in clause 16.2, no amendment or cancellation of this Agreement or any provision or term hereof shall be binding unless recorded in a written document signed by the Parties.

16.2 CAH reserves the right to, from time to time, amend the contract between CAH and the Client where such amendments do not unreasonably impact the Client. The amendments will be communicated to the Client 30 (thirty) days before the said amendments come into effect. The Client can provide CAH with any objections within the 30 (thirty) day notice period, failing which the Client hereby consents to the amendments as aforesaid. In the event that the Client has objections to the amendments, CAH will review and consider the objections in light of the purpose of the relevant amendments.

16.3 The clause headings in this Agreement are for reference purposes only and will not be used in the interpretation thereof.

16.4 Unless the context clearly indicates a contrary intention, expressions which denote any one gender shall include other genders.

16.5 A person shall include a natural person, a juristic person, or any other legal person.

16.6 The singular shall include the plural.

16.7 When any particular number of days is provided for the doing of any act or for any other purpose, the reckoning shall exclude the first day and shall include the last day, which shall not include any Saturdays, Sundays and public holidays which will occur during this period.

16.8 Any sections or annexures annexed to this Agreement shall be deemed to be incorporated herein, and shall form an integral part of this Agreement.

16.9 If any provision in the definition section is a substantive provision conferring any right or imposing any obligation on any Party, then notwithstanding that it is only in the interpretation clause, effect shall be given to it as if it were a substantial provision in this Agreement.

16.10 The contra proferentem (interpretation of this Agreement is against whom drafted same) rule shall not apply and accordingly none of the provisions hereof shall be construed against or interpreted to the disadvantage of the Party responsible for the drafting or preparation of such provision.

16.11 No indulgence which CAH may grant to the Client shall constitute a waiver of any of its rights, and CAH shall not thereby be precluded from exercising any rights against the Client which may have arisen in the past or which might have arisen in the future.

16.12 The law applicable to this Agreement shall be that of the Republic of South Africa.

16.13 Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated pro non scripto (as if it was never written)

and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

16.14 No part of this Agreement shall constitute a stipulatio alteri (in favour of any person who is not a Party to this Agreement) unless the provision in question expressly provides that it does constitute a stipulatio alteri.

16.15 This Agreement may be executed in more than one counterpart, each of which together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart.