



SECOND ADDENDUM TO "CESSION AND ASSIGNMENT AGREEMENT"

between

SOUTH AFRICAN POSTBANK SOC LIMITED

(Registration number: 2017/177755/30)

(A State Owned Company duly incorporated in accordance with the Postbank Limited Act, 2010 (Act 9 of 2010) as read with the Companies Act, 2008 (Act 71 of 2008), duly represented by Mr Lucas Ndala in his capacity as Interim Chief Executive Officer and duly authorised hereto by delegation of authority)

(Hereinafter referred to as "Cessionary")

And

SOUTH AFRICAN SOCIAL SECURITY AGENCY

(Represented herein by Ms TBJ Memela-Khambula, in her capacity as the Chief Executive Officer, and being duly authorised thereto.)

(Herein referred to as SASSA)

[Jointly referred to as the 'Parties']

A large, stylized handwritten signature in black ink, possibly reading "LNdala".

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A smaller handwritten signature in black ink, possibly reading "TBJ Memela-Khambula".

WHEREAS the Parties have signed a Cession and Assignment Agreement with effect from 1 October 2022 (hereinafter referred to as the **Cession and Assignment Agreement**) for the transfer of rights and obligations emanating from the Master Services Agreement concluded between SASSA and the South African Post Office SOC Limited (SAPO) on 28 September 2018.

AND WHEREAS the Parties and SAPO signed the First Addendum to the **Cession and Assignment Agreement** on 31 October 2022.

AND WHEREAS the contractual relationship between SASSA and SAPO has terminated on 1 October 2022.

AND WHEREAS the Parties wish to amend the **Cession and Assignment Agreement**.

AND WHEREAS the Parties wish to record the terms and provisions of such amendment by means of this Second Addendum.

NOW THEREFORE the Parties hereby agree to amend the **Cession and Assignment Agreement** as follows:

1. ADDENDUM TO THE CESSION AND ASSIGNMENT AGREEMENT

- 1.1 This Agreement will constitute the Second Addendum to the Cession and Assignment Agreement concluded by the Parties.
- 1.2 All other provisions of the Cession and Assignment Agreement which have not been amended by this Second Addendum will remain in force, except that, in the event of any conflict or inconsistency between the terms of this Second Addendum and those of the Cession and Assignment Agreement, the terms of this Second Addendum will prevail.
- 1.3 This Second Addendum, read with the Cession and Assignment Agreement and the First Addendum, constitutes the entire agreement between the Parties.
- 1.4 Neither Party relies, in entering into this Second Addendum, upon any warranties, representations, disclosures or expressions of opinion, which have not been incorporated into this Second Addendum as warranties or undertakings.



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1.5 No variation or consensual cancellation of this Second Addendum or of any clause herein shall be of any force or effect unless reduced to writing and signed by all Parties.

2 AMENDMENT OF CLAUSE 3.7 OF THE CESSION AND ASSIGNMENT AGREEMENT

2.1 Clause 3.7 of the Cession and Assignment Agreement is hereby amended by deletion of the entire clause and substitution thereof by the following:

***“SASSA and the Cessionary shall engage, negotiate and conclude the review of certain aspects of the MSA and the related Service Level Agreement (SLA) no later than 28 February 2023.*”**

3 E-SIGNATURE

3.1 This Second Addendum may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

3.2 The words “execution,” “signed,” “signature,” and words of like import in this Second Addendum or in any other certificate, agreement or document related to this Second Addendum, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign).

3.3 The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Electronic Communications and Transactions Act 25 of 2002.

Signed at **PRETORIA** on this the _____ day of _____ 2022.

FOR THE CESSIONARY



Digitally signed by Lucas
Ndala
Date: 2022.12.09 16:00:41
+02'00'



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POSTBANK SOC LIMITED

DESIGNATION: INTERIM CHIEF EXECUTIVE OFFICER

NAME & SURNAME: LUCAS NDALA

(Who warrants that he has the authority to sign this Agreement)

WITNESS



Digitally signed
by Neo Moja
Date:
2022.12.12
12:27:39 +02'00'

Witness Signature & Date

Signed at **PRETORIA** on this the 12 day of DECEMBER 2022.

FOR SASSA



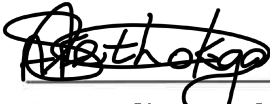
SOUTH AFRICAN SOCIAL SECURITY AGENCY

DESIGNATION: CHIEF EXECUTIVE OFFICER

NAME & SURNAME: B.J. Memela-Khambula

(Who warrants that she has the authority to sign this Agreement)

WITNESS



Mr A.F. Sethokga
12/12/2022

Witness Signature & Date

