

## 1. DEFINITIONS

- 1.1. **"Account"** means the account held at Sasfin by the Client;
  - 1.2. **"Business Day"** means any day or other than a Saturday, Sunday or official public holiday in South Africa;
  - 1.3. **"Client"** means the account holder and its authorised user(s);
  - 1.4. **"Information"** means all information including account balances and transaction details for the Account, furnished by the Data Provider to the Data Recipient;
  - 1.5. **"Data Provider"** means Sasfin Bank Limited; and
  - 1.6. **"Data Recipient"** means Xero Limited.
2. I/We in my personal capacity or as an authorised representative of the Client, authorise the Data Provider to disclose the Information relating to the Client's Account(s) which the Client selects on the Data Provider internet banking platform by electronic file transfer or API to the Data Recipient.
  3. The Data Provider will send the Information to the Data Recipient at the frequency agreed to between the Data Provider and the Data Recipient, being daily on Business Days. The account balance set out will be the balance at the date and time the Information is transmitted by the Data Provider to the Data Recipient.
  4. The Client requests and authorises the Data Provider to release the Information to the Data Recipient daily on Business Days, subject to the agreement between the Data Provider and the Data Recipient.
  5. The Information will be disclosed by the Data Provider to the Data Recipient by means of electronic transmission. The Client accepts and acknowledges that electronic services are subject to interruption or breakdown for a variety of reasons and neither the Data Recipient nor the Data Provider will be liable for any damage, loss or costs (including legal costs) caused by such interruption or breakdown.
  6. The Client acknowledges and agrees that, to the maximum extent permitted by law, neither the Data Provider nor the Data Recipient will be liable in contract, delict (including negligence) or otherwise for any damage, loss, costs (including legal costs), expense, claim, proceeding or liability of whatsoever nature to the Client or any other person caused or arising out of any act or omission by either the Data Provider or the Data Recipient in relation to this Authority. The Client hereby indemnifies and holds the Data Provider and the Data Recipient harmless against any damage, loss, costs (including legal costs), expense, claim, proceeding or liability of whatsoever nature, other than arising from gross negligence or fraud by the Data Provider or the Data Recipient, which the Data Provider or Data Recipient may suffer or incur to any person as a result of the Data Provider or Data Recipient acting on the Client's instructions set out in this Authority.
  7. Transfer of information offshore
    - 7.1. The Client consents to the Data Provider transferring the Information to the Data Recipient, which is an offshore entity.
    - 7.2. The Client indemnifies the Data Provider against any damage, loss, costs (including legal costs), expense, claim, proceeding or liability of whatsoever nature which may arise as a result of the Client's engagement with the Data Recipient.
  8. This Authority will continue in full force and effect until the Data Provider receives notice in writing from the Client cancelling it.