

CO-OPERACY AGREEMENT

ENTERED INTO BY BETWEEN:

UniPoint Reservations (Pty) Ltd t/a TradeUnipoint.com

Reg No: 2012/123028/07

(hereafter referred to as "UniPoint")

Address: Mooikloof Office Park East,
Cnr Atterbury and Jollify Main Road
Mooikloof 0059

Duly authorised and represented herein by Sheldon du Trevou

and

United National Transport Union

Reg Nr: LR2/6/2/2006

(hereafter referred to as "UNTU"),

Address: 182 Louis Botha
Houghton Estate
Johannesburg

Duly authorised and represented herein by Sonja Carstens

INTRODUCTION

UNIPOINT and UNTU are entering into this agreement to confirm their understanding with respect to the participation of UNTU in the UNIPOINT SYSTEM in respect of rental transactions.

UNIPOINT and UNTU agree to at all times operate professionally and in good faith and to protect each other's interest, reputation and good name.

UNIPOINT and UNTU agree and understand that this Co-operacy agreement between the parties is non-exclusive and in no way restricts either party from dealing with any other company.

Unipoint Reservations (Pty) Ltd

[Reg. No.: 2012/123028/07 • Vat No.: 4020257889]

Tel: +27 [0] 87 805 2500 • Fax: +27 [0] 12 996 0556 • Email: info@tradeunipoint.com • P.O. Box 35580 Menlo Park 0102
Mooikloof Office Park East, Corner of Atterbury & Jollify Main Road, Mooikloof 0059 • www.TradeUnipoint.com

Directors: IL Wilcocks, JW Meyer, S Du Trevou

TERMS OF THE AGREEMENT:

GENERAL

- UNIPOINT will not be held liable for fraudulent activity / out dated or incorrect information provided to clients on confirmation letters / resort brochures.
- UNIPOINT reserves the right to unilaterally cancel this Partnership Agreement with immediate effect and without any prior notice in order to protect its reputation and / or the reputation of any of its subsidiaries or affiliates.
- All reservations are subject to acceptance of the Standard Terms and Conditions published on the UNIPOINT website, and by concluding this agreement UNTU confirms that they've read, understood and consents to the terms and conditions aforesaid. For terms and conditions will apply at all times. Please refer to:
<https://www.tradeunipoint.com/home/tsAndCs>
- UNTU will at all times be bound to the standard terms and conditions above and in the event of breach of any of these conditions, UNIPOINT can, in its discretion, choose to terminate the agreement with immediate effect and without any prior notice.

RESERVATIONS

- UNIPOINT reservations operate in real time and allows for the below provisional booking procedure:
 - *All reservations with an occupation date less than 14 days from date of booking has to be secured with full payment upon booking date. Only Credit Card Payments accepted. .
 - * Any reservations placed on hold that exceeds an occupation date of 14 days, has to be secured with full payment within 72 hours from making the reservation. Only Credit Card Payment and EFT Payments accepted.
 - * Reservations that are not secured will be automatically released.
- UNIPOINT reservation intervals are as follows:
 - Full Week (Friday – Friday),
 - Midweek (Monday – Friday),
 - Weekend (Friday – Monday)
- During Peak Season / School Holiday periods, UNIPOINT reservation intervals are Full Weeks (Friday to Friday).
- UNTU members shall be responsible to ensure the accuracy of their Name, Surname, Valid ID number, contact number and e-mail address of the Guest, on the issued Guest Certificate and understands that the details on the guest certificate must correspond with the personal details of the guest who utilises the guest certificate.
- UNTU Clients may not on rent UNIPOINT accommodation confirmed through the UNIPOINT system.
- Should the UNTU Guest not intend to utilise the reservation himself, UNTU will be responsible to forward the correct Guest Certificate to UNIPOINT and issue the Guest with the correct Confirmation letter, prior to arrival.
- No check in will be allowed without the relevant documentation. As UNTU will have one portfolio for all members to access, it is required of UNTU to disclose all TradeUnipoint Terms and Conditions, rules and regulations as well as all formalities i.e. the necessity of producing his / her South African Identity document or valid passport when checking into the resort, in the introductory mailer to the members.
- UNIPOINT confirmation letters and information may not be amended or used in any different format and shall be the only recognised confirmation in respect of the confirmation
- UNIPOINT shall not accept any responsibility for double reservations due to any misunderstanding / negligence by an UNTU member.
- The resort reserves the right to refuse admission should no valid guest certificate be presented at check-in and if the number of guests exceeds the number allowed in terms of the unit configuration and / or reservation. Number of persons refers to all persons present and shall include children of all ages.
- UNTU indemnifies UNIPOINT, its subsidiaries or affiliates against all claims not due to the gross negligence of UNIPOINT.
- Online availability on UNIPOINT is viewed in real time and bookings are live and instantly confirmed once made. All reservations are subject to availability and on a first come first serve basis.
- UNIPOINT will provide UNTU with login details to the UNIPOINT website. UNTU members will have access to this specific portfolio to login and view availability.
- All complaints regarding resorts should be directed to the resorts itself and TradeUnipoint will not be held liable for any complaints regarding the quality of the accommodation, services etc.
- The user shall be bound by the Resort rules and regulations. The Resort reserves the right to evacuate a Guest not adhering to the Resort Rules and Regulations. Upon being evacuated, neither TradeUnipoint, the Managing Agent nor the Resort will be responsible for a refund to the Guest.

RATES

- The below Rate scale will be effective from 10 March 2017:

*Please note that these rates exclude Private Owner stock

*Please note that these rates exclude Peak / Public Holiday periods

*Rates are quoted per unit, all units are self-catering, unless otherwise stated

Accommodation Rates:

Out of Season: (please note that these rates are per chalet, per week (Friday to Friday))

Please note that these rates exclude all Private Owner weeks

Chalet size:	Full Week Rate:	Weekend Rate:	Midweek Rate:
Hotel unit for 2 adults	R 2 423.00	R 1 696.00	R 727.00
Hotel unit or 1 bedroom 4 sleeper (2 adults and 2 children)	R 3 029.00	R 2 120.00	R 908.00
2 bedroom 4 sleeper (4 adults)	R 3 365.00	R 2 355.00	R 1 010.00
2 bedroom 6 sleeper (4 adults and 2 children)	R 3 740.00	R 2 618.00	R 1 122.00
3 bedroom 6 sleeper (6 adults)	R 3 936.00	R 2 755.00	R 1 180.00
3 bedroom 8 sleeper (6 adults and 2 children)	R 4 374.00	R 3 061.00	R 1 312.00

Accommodation Rates:

Peak Season: (please note that these rates are per chalet, per week (Friday to Friday))

Please note that these rates exclude all Private Owner Weeks

Chalet size:	Full Week Rate:
Hotel unit for 2 adults	R 5 800.00
Hotel unit or 1 bedroom 4 sleeper (2 adults and 2 children)	R 6 380.00
2 bedroom 4 sleeper (4 adults)	R 7 018.00
2 bedroom 6 sleeper (4 adults and 2 children)	R 7 720.00
3 bedroom 6 sleeper (6 adults)	R 8 490.00
3 bedroom 8 sleeper (6 adults and 2 children)	R 9 340.00

- Full Weeks (only during Out of Season periods, no weekend / midweek reservations permitted during Peak Seasons) may be split into Weekends / Midweeks. A weekend will be 70% of the full week rate, and a midweek 30% of the full week rate.
- Should a Private Owner week be confirmed, the advertised rental rate at the time of booking will be charged.
- UNIPOINT reserves the right to increase / adjust rates, without prior notice.
- All accommodation and unit sizes are subject to availability at all times

PAYMENT

- Payment to be made upon time of confirmation on the website
- Payment Terms and Conditions:
- All reservations with an occupation date less than 14 days from date of booking has to be secured with full payment upon booking date. Only Credit Card Payments accepted.
- Any reservations placed on hold that exceeds an occupation date of 14 days, has to be secured with full payment within 72 hours from making the reservation. Only Credit Card Payment and EFT Payments accepted.
- Reservations that are not secured will be automatically released.

CANCELLATION POLICY

The below Cancellation policy will apply at all times for all reservations confirmed on UNIPOINT by UNTU:

The following cancellation fees will be applicable to all UNIPOINT reservations:

120 days prior to check in:	20% cancellation fee will be charged
90 days prior to check in:	25% cancellation fee will be charged
60 days prior to check in:	30% cancellation fee will be charged
Less than 60 days prior to check in:	100% cancellation fee will be charged

*Please note that no Cancellations will be accepted for Private Owner stock confirmed by UNTU.

RESORT RULES

By concluding this agreement UNTU acknowledges that it is subject to the rules and regulations of the relevant resort where the booking is made. No booking may be sold onwards or transferred into another guests name without the assumption of the rights and obligations attached to the booking.

TERMS AND CONDITIONS FOR IMAGES AND CONTENT ON UNIPOINT

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING OR USING UNIPOINT (hereinafter referred to as "the site"), YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND BY ALL TERMS, POLICIES AND GUIDELINES INCORPORATED BY REFERENCE.

These terms and conditions of use for UNIPOINT apply to your use of the website and do not alter in any way the terms or conditions of any other agreement you may have with UNIPOINT, its subsidiaries or affiliates. By using this Site, you represent and warrant that you are a major person of at least 18 years of age and are lawfully able to accept these. If you are using the Site on behalf of any other person or entity, you further represent and warrant that you are duly authorized to do so, and that you accept these Site Terms on behalf of the relevant person.

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- (c) manipulating or otherwise displaying the Site or the UNIPOINT Content by using framing or similar navigational technology;
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- (e) using the Site or the UNIPOINT Content other than for its intended purpose.

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The Site may include discussion forums or other interactive areas or services, including blogs, chat rooms, bulletin boards, message boards, online hosting or storage services, or other areas or services in which you or third parties create, post or store any content, messages, comments, materials or other items on the Site. You are solely responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you agree not to post, upload, transmit, distribute, store, create or otherwise publish through the Site any of the following:

- a. Any message, comment, data, information, text, music, sound, photos, graphics, code or other material ("User Content") that is unlawful, libelous, defamatory, obscene, pornographic, harmful to minors, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- d. User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- e. Unsolicited promotions, political campaigning, advertising, junk mail, spam, chain letters, pyramid schemes or solicitations;
- f. Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- g. Viruses, corrupted data or other harmful, disruptive or destructive files; and
- h. User Content that, in the sole judgment of UNIPOINT, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Site, or which adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all capital letters, or flooding continuous posting of repetitive text), or which may expose UNIPOINT or its users to any harm or liability of any type.

The use of all and any material has to be approved in writing by UNIPOINT.

CONFIDENTIALITY

The parties hereby undertake to use their best endeavours to ensure that the provisions of this agreement shall remain confidential and shall not be disclosed by them to any third party, without the prior written consent of the other party having first being obtained (such consent not to be unreasonably withheld or delayed) or unless required to do so by law or by a Court of competent jurisdiction.

The Parties agree and acknowledges that each party and their Industry Associate's rights to privacy are important to maintain their reputation and good name in the Vacation Ownership Industry and to comply with its legal obligations, and therefore all corporate information will be regarded as confidential, unless released by the party concerned by public announcement or written authority.

UNIPOINT undertakes to monitor and implement appropriate technical advances and management processes to safeguard such information.

On termination of this Agreement, each party shall immediately return to the other all information, data and infrastructure obtained in pursuance of this agreement, and remove reference to UNIPOINT and or the My Lifestyle Club from all documents or promotion materials and if such information, data or infrastructure, cannot reasonably be returned for whatever reason, destroy same.

TIME PERIOD / TERM

This agreement is for a period of 24 months commencing on date of signature of this agreement to a date 24 months later (the "Term"), and shall automatically continue on a month-to-month contract after expiration of the fixed term agreement unless terminated at least two months prior to such date. Termination notice can be given by either party at their chosen domicillium address.

INDEMNITIES:

The parties subscribing to this and related agreements agree that each party ("indemnifying party") indemnifies and holds the other party ("indemnified party"), its servants, agents and associated companies harmless against any claim or claims which may be brought against the indemnified party, its servants, agents and associated companies arising from the indemnifying party's member's use of the indemnified party's stock portfolio.

The parties acknowledge that their members or users shall be responsible for the damage caused by such member or their guest, to the property occupied and for the resultant payment of any costs incurred with regard to the repair or replacement of any moveable property or immoveable.

Neither UNTU nor UNIPOINT shall have any claim against each other in the event that the use of a time module is not available as a result of any act or omission beyond the control of such party.

Neither party shall be liable to the other for any damages, which may arise as a result of errors or omissions with regards to information, supplied by UNIPOINT or UNTU being party to this and related agreements.

Each party acknowledges that they shall have no claim whatsoever against the other arising from any loss, damage and / or inconveniences incurred by any of their members using the accommodation sourced from UNTU or Pools in terms of this agreement.

UNIPOINT will not be held liable for any check-in or reception disputes in terms of reservation made using the UNIPOINT Reservations program and UNTU program.



BREACH NOTICE / TERMINATION

This agreement may be terminated by:

- i. either party by giving written notice to the other party 60 days prior to the end of the initial term, or 30 days' notice in respect of a month-to-month agreement;
- ii. by UNIPPOINT unilaterally
- iii. by the aggrieved party after delivery of a notice of breach to the other if that other party in respect of a material breach of the agreement;
- iv. by any party on written notice to the other party for failure to remedy any breach (where breach is not material and capable of remedying) within 14 (fourteen) days after receipt of the breach notice giving full particulars of the breach.

ASSIGNMENT

This agreement shall be binding upon and be for the benefit of the cited parties and shall therefore not be assigned by either party without written consent of the other.

EFFECTIVE DATE

The effective date of this agreement shall be the date of signature of the agreement by UNTU.

SETTLEMENT OF DISPUTES BY MEDIATION

Should any dispute or differences whatsoever arise at any time hereinafter between the Parties hereto concerning this Agreement, or its construction or effect or as to the rights, duties and/or liabilities of the Parties hereto, or any of them under or by virtue of this Agreement or otherwise or as to any other matter arising out of the subject matter of this Agreement, then any of the Parties hereto may:-

- i. Declare a dispute by delivering the details thereof to the other Parties; and
- ii. Request a dispute to be referred by the Parties, without legal representation, to mediation by a single mediator at a place and time to be determined by the mediator.

If within 10 (ten) days of the delivery of such declaration of dispute the Parties have not agreed to accept mediation, then the dispute shall be determined by arbitration, as hereinafter described.

If the Parties agree to mediation, then the mediator shall be selected by Agreement between the Parties within 10 (ten) days after the Parties have agreed upon mediation, failing such Agreement, any of the Parties may request the Chairman of the Company of Arbitrators to appoint a mediator.

The mediator shall in his sole discretion, determine whether the reference of the dispute to him shall be made by way of written and/or oral representation provided that, in making his determination, he shall consult the disputing Parties and be guided by their desires as to the form in which their representations are to be made.

The mediator shall, within a reasonable period of time after the dispute has been referred to him, but subject to the specific time periods in respect of mediation, express in writing an opinion on the matter and shall include therein his detailed reasons leading to the opinion.

The mediator shall deliver a copy of this opinion to each Party.

The opinion so expressed by the mediator shall be final and binding on the Parties, unless any of the Parties, within 14 (fourteen) days after the delivery of the opinion, notifies the other Parties of its unwillingness to accept the said opinion.

The costs of mediation shall be determined by the mediator and shall comprise:-

- i. the mediator's expenses; and
- ii. A fee for the mediator which shall have been previously agreed by the Parties and the mediator and which costs shall be borne equally by the Parties. Such costs shall be due and payable to the mediator on presentation to the Parties of his written account.

Each Party shall bear its own costs for any legal advice it may have obtained in connection with the mediation.

In the event that the mediators opinion is not accepted, it shall not prejudice the rights of the Parties in any manner whatsoever in the event of them proceeding to arbitration,

If any Party to this Agreement is unwilling to accept mediation or be unwilling to accept the opinion expressed by the mediator, then any Party may, by written notice delivered to the other Parties, within 30 (thirty) days of the declaration of the dispute if there is no mediation, or within 30 (thirty) days after the delivery of the mediator's opinion if mediation takes place, refer the dispute to arbitration which arbitration shall be conducted in terms of the rules and procedure of the Society of Arbitrators, or a similar body.

WHOLE AGREEMENT AND NON VARIATION

14.1 No indulgence and / or condemnation of any breach or indulgence on the part of any of the parties shall constitute a waiver of any of the rights of the other party or be construed as a novation thereof.

14.2 No addition to, variation, or agreed cancellation of this agreement, this clause or any of the annexures hereto shall be of any force or effect unless in writing and signed by or on behalf of the parties.

Domicilium citandi et Executandi: For the purposes of this agreement the parties choose their address for all notices and processes in terms hereof at the address cited in the heading of this agreement, and either party may from time to time amend such address on due written notice to the other party.

Signed at Bains this 27 day of March 2017

WITNESS: [Signature] UNIPONT RESERVATIONS: _____

Signed at Pretoria this 29 day of March 2017

WITNESS: [Signature] UNTU: [Signature]
Unipont Reservations

UNITU