



## MASTER SERVICES AGREEMENT

CLIENT NAME: [CLIENT COMPANY]

This Master Services Agreement (the "MSA" or "Agreement") shall govern the provision of services to the clients (the "Client") of Veld Cooper (Pty) Ltd. ("VCA") and shall be posted on VCA's website under the heading "Terms of Service". Additional terms, such as the services and deliverables to be provided hereunder, the schedule for the delivery thereof and the amount of fees payable therefore are set forth in the Statement of Work and related documents (the "SOW") which is linked by virtue of a hyperlink in the SoW and incorporated by reference only and may, from time to time, be amended upon the written consent of both parties. In the event of any conflict between the terms of any SOW and the terms of this Agreement, the terms of the Agreement shall prevail.

### 1. Definitions and Interpretations

- 1.1 "Client" shall mean the natural person or juristic entity with whom VCA has contracted
- 1.2 "Date of Delivery" shall mean the date stipulated in the SOW.
- 1.4 "Day" shall mean a business day.
- 1.5 "Delivery" shall mean Delivery in compliance with the terms of the Agreement on or before the Date of Delivery.
- 1.6 "Deliverables" shall mean materials, to be delivered or to be provided for the Services to be performed as specified in the SOW.
- 1.7 "Month" shall mean a calendar month.
- 1.8 "Services" shall mean the services as stipulated in SOW and related document which include a hyperlink to this Agreement.
- 1.9 "SOW" shall mean the statement of work stated in a quote, which contain the description of Services, Deliverables, Date of Delivery, and prices, in either a quotation and/or other conditions attached thereto.
- 1.10 "VCA" shall mean Veld Cooper Pty Limited (Company Reg. No.) 2004/003364/07 with registered offices at 39 Greybe Street, Rynfield, Benoni.
- 1.11 The headings to the clauses of the Agreement are used for the purposes of convenience and reference only and shall not be used in the interpretation of, nor to modify, or amplify the terms and conditions of the Agreement.
- 1.12 In this Agreement, unless a contrary intention clearly appears, words importing:
- 1.12.1 any one gender includes the other two genders and vice versa; the singular includes the plural and vice versa; and
- 1.12.2 natural persons include created legal entities (whether corporate or unincorporated) and vice versa.
- 1.13 If any provision in a definition is a substantive provision conferring rights or imposing obligations upon any Party notwithstanding that it is only contained in such definition, full force and effect shall be given to such provision as if it were a substantive provision contained in the body of the Agreement.
- 1.14 Where the Day on or by which anything is to be done is a non-business day, it shall be done on or by the first business day thereafter.
- 1.15 When any number of Days is prescribed in the Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a non-business day, in which event the last day shall be next succeeding business day.
- 1.16 Prior drafts of the Agreement shall not be admissible in any proceedings as evidence of any matter relating to any negotiations preceding the signature date of the Agreement.
- 1.17 The rule of interpretation that an agreement will be interpreted against the party responsible for the drafting and any similar rules of interpretation shall not apply to the Agreement and the parties to the Agreement waive any rights they have to rely on such rules.
- 1.18 The termination or expiry of the Agreement shall not affect those provisions of the Agreement or SOW which expressly provide that they will operate after such expiry or termination, or those which of necessity must continue to have effect after such expiry or

termination, notwithstanding that the clauses themselves do not expressly provide for this.

## 2. Quotation

- 2.1 The quotation shall be valid for a period of thirty (30) Days from the date thereof, unless withdrawn by VCA at any time within the 30 (thirty) Days prior to receipt of written acceptance from the Client. It is subject to its acceptance in full and thereafter is subject to written confirmation.
- 2.2 Should only portions of this quotation be required, it should accordingly be clearly communicated by the Client to VCA in writing and a revised quotation will be submitted for acceptance.
- 2.3 The price in the quotation is based upon the scope referred to in the Client's request. Should there be any variation in the Services required; VCA reserves the right to amend the price.
- 2.4 VCA confirm that this quotation is based on the details of the Client's request with the specific exceptions detailed in the SOW attached thereto.

## 3. Modifications and Amendments

- 3.1 Any services outside the scope of the SOW or changes to previously approved work requested by the Client shall be the subject of an additional SOW or Change of Scope to be approved in writing by both parties.
- 3.2 Each such additional SOW or Change of Scope is hereby incorporated herein by this reference.
- 3.3 Notwithstanding any acceptance by VCA of any order from the Client that may contain any inconsistent provision or purporting to vary or reject any of these conditions, any contract arising from any such acceptance shall be subject to these conditions unless and to the extent only that VCA expressly agrees in writing to any such variation ~~and~~

## 4. Price Basis

- 4.1 Unless otherwise specified in a superseding SOW, the billable rate for services rendered by VCA is the greater of R905 Ex VAT.(ZAR). If the Client requests a Deliverable be due before the agreed upon deadline ("rush work") at a rate of R1350 Ex VAT./hr.
- 4.2 Unless otherwise specified in a superseding SOW, invoices are due net-thirty (30), and retainers are due upon receipt of any invoice

## 5. Payment

- 5.1 The Client will be notified in advance for pre-approval of any additional expenses in excess of those set forth on the SOW. At VCA's discretion, Client shall either pay such fees directly to the third-party vendor or reimburse VCA therefore upon presentation of applicable invoices. VCA shall maintain records of expenses. Where applicable, VCA will invoice Client for all fees related to acquisition of talent or talent services in advance and will only secure talent services upon receipt of all such fees from Client.
- 5.2 VCA is entitled to, but is not obliged, demand an irrevocable and unconditional letter of credit acceptable by a South African bank as payment before Delivery is made and/or before Services are rendered.
- 5.3 Notwithstanding the provisions hereof all payments shall become due and payable immediately upon the Client (being a natural person) committing any act of insolvency or if the Client (being a juristic person) commits any act which entitles any person to apply to wind up the Client or if a liquidator, administrator, controller, mortgagee in possession, receiver or like officer is or is likely to be appointed over part or all of the Client's assets.
- 5.4 All rights of the Client herein are conditioned on VCA's receipt of full payment. In addition, VCA may suspend performance of services and withhold delivery of Deliverables until outstanding invoices are paid in full. VCA shall not be liable for any damages, losses or liabilities that may arise out of VCA's suspension of performance and/or withholding of Deliverables due to Client's non-payment.
- 5.5 The Client shall be liable to and shall reimburse VCA for all costs, including attorney and own client costs, incurred by VCA in the collection of any outstanding payments, and does further hereby absolve and hold VCA harmless for any loss or damage sustained in or by reason of the collection of the said outstanding payments.
- 5.6 Force Majeure events do not release the Client from its obligation to make payments due in accordance with the Agreement.

## 6. Client Representative

- 6.1 In order to avoid miscommunication, the Client shall appoint a sole representative with full authority to provide or maintain any necessary information and approvals that may be required by VCA (the “Client Representative”).
- 6.2 The Client Representative shall be responsible for coordination and review of the VCA’s services and notifying VCA of Client instructions, change orders and approvals. The signature or e-mail approval of the Client Representative shall be final and binding on Client.

## 7. Terms of Delivery

- 7.1 In respect of providing Services and/or Deliverables, there is a minimum lead-time of 4 (four) to 6 (six) weeks, which is calculated from the time that VCA notifies the Client of approval by VCA’ credit department.
- 7.2 Notwithstanding any specific additional agreement as mentioned in clause 7.3 below, the completion/Delivery date or period shall be extended in respect of any delay caused by the Client’s change of instructions from the Client or its authorized representative, by industrial dispute including strikes and lockouts, circumstances such as fire, war, epidemics, pandemics, embargo, currency restrictions, insurrection, import restrictions, shortage of transport, general shortage of materials, restrictions in the use of power or by any cause beyond the reasonable control of either VCA or any of VCA’ subcontractors or as provided for in these conditions. VCA shall not be liable for failure to perform any obligation hereunder in the event and to the extent that such failure is caused by force majeure. “**Force majeure**” refers to an event which affects the performance by a party of its obligations under this Agreement and arises directly from an act of a local government or government, statutory functionaries (including Sectoral and Education Training Authorities -SETAs) epidemic or pandemic, war, fire, flood, earthquake, or storm, acts of terrorism, explosion, civil commotion, or industrial dispute.
- 7.3 Subject to Clause 7.7, all Date(s) of Delivery shall be treated as approximate dates only and the Client shall not be entitled to cancel the Agreement or applicable SOW nor have any claim of whatsoever nature against VCA arising or flowing from delays in Delivery, howsoever caused. If agreed upon to the contrary, in writing, in advance and in the event of delay caused by reasons other than those covered in clause 7.2 hereof and if as a result of such delay the Client suffers loss, the Client is entitled for each complete week of delay to a refund of the consideration payable at the rate of 0.1% (naught comma one percent) per week, but not more in aggregate than a total of 3% (three percent) of the price stated in an applicable SOW, of that portion of the Deliverables which in consequence of such delay cannot be commercially and effectively used. Such payment shall be in full satisfaction of any loss suffered by the Client due to such delay and shall be in lieu of any other right the Client may have against VCA arising out of or in connection with the delay in Delivery.
- 7.4 VCA reserves the right to make partial Deliveries and to separately invoice same unless otherwise agreed.
- 7.5 Deliverables showing minor faults may not be rejected by the Client.
- 7.6 If a Force Majeure Event occurs and its effect continues for a period of 120 days either party may give to the other a notice of termination, which shall take effect 30 days after the date of that notice. If, at the end of that 30-day period, the effect of the Force Majeure Event continues, the applicable SOW shall terminate with regard to the part of the Services and/or Deliverables not yet delivered/performed. In case of termination of the SOW due to a Force Majeure event VCA shall be entitled to:
- a) the price stated in the SOW less any savings, and
  - b) any additional cost and expenses incurred by VCA due to such termination.

## 8. Client Obligations and Delays

- 8.1 VCA’s ability to perform the Services under this Agreement may be dependent on the Client fulfilling its obligations. VCA shall not be liable for any costs, charges or losses sustained by the Client arising directly from any failure of the Client to fulfill its obligations under this Agreement.
- 8.2 All copies provided by the Client shall be in electronic (PDF, DOC, or TXT) format suitable for typesetting. Where photographs, illustrations or other visual materials are provided by the Client, they shall be of professional quality and in a form suitable for reproduction without further preparation or alteration required. The Client shall pay all fees and expenses required to bring nonconforming materials up to such standards. The Client warrants that all assets, concepts, materials, specifications, information, and instructions provided by Client, or its agents may be exploited pursuant to this Agreement and any applicable SOW, including on the Internet, without violating any laws and without violating or infringing any rights of any third parties.
- 8.3 VCA will not be responsible for delays caused by the Client, its agent or other contractors employed by the Client for whatsoever reason, which results in VCA missing the deadlines agreed for completion of its Services or stages of its ~~Services~~. The Client shall absolve VCA from liability for such penalties, and costs incurred by VCA, and shall be reimbursable by the Client.

- 8.4 Should VCA incur any additional costs as a result of delays by the Client, its agent or other contractors employed by the Client that prevents VCA from executing its works in accordance with the agreed timelines, these additional costs will be invoiced to the Client

## 9. Acceptance

- 9.1 Services will not commence until the signed SOW has been received. Within five Days following receipt of any Deliverables, the Client will provide VCA with either (a) written approval and acceptance of such Deliverable (which will not be unreasonably withheld), or (b) a written list of reasonable modification guidelines that will bring the Deliverables into compliance with the SOW. Each Deliverable hereunder will be deemed accepted by the Client if, within five Days of its delivery to the Client, the Client does not receive the foregoing written notice.
- 9.2 The Client's written approval of any Deliverables, materials, or plans created or produced by the VCA in the course of the provision of the Services, or any cost estimate, will constitute the VCA's authority to purchase, publish, and make contracts for talent, space and other facilities and otherwise to do any other act or thing which the VCA considers it reasonable to do in order to carry out its obligations under this Agreement or any SOW.
- 9.3 The VCA will not be obliged to commit to any expenditure on behalf of the Client without first receiving written confirmation of the Client's instructions and the VCA will not be responsible for the consequences of any delay on the part of the Client in providing such written confirmation.

## 10. Use of Deliverables

Notwithstanding anything to the contrary in these terms and conditions, use of the Deliverables by the Client or a third party shall be regarded and deemed as unconditional acceptance by the Client of the Services and/or Deliverables regardless of whether the use was beneficial or not.

## 11. Rights, Ownership and Usage

Subject to VCA's receiving full payment under this Agreement, VCA assigns to the Client, without representation or warranty, all rights, title, and interest VCA may have in any Deliverable specifically created by VCA for the Client pursuant to this Agreement, except that:

- 11.1 VCA may use and distribute such work as part of its portfolio for promotional purposes.
- 11.2 VCA shall own and retain all rights to any and all concepts, ideas, designs, proposals and other work and materials (collectively, "Work") which have been presented to the Client but not included in the final work product.
- 11.3 VCA shall own and retain all rights to any technology, technical documentation, inventions, algorithms, software, architecture, logic, navigation, 3D modeling files, animation files and other source files for front-end deliverables, computer programs, source codes, game engines or other backend and background elements, files and features incorporated into or utilized by for the Deliverables (collectively, "Background Technology"). Unless the parties agree otherwise in a written and signed SOW, VCA shall retain ownership of any and all Background Technology, including any and all associated intellectual property rights. VCA hereby grants to Client a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, distribute, display and perform VCA's Background Technology, in compiled machine readable object code form only, to the extent incorporated into Deliverables provided hereunder strictly for the purposes and in the territories set out in the applicable SOW. Use of Background Technology for any other project, on any other website or in any other medium shall be subject to additional fees and licenses which may be granted or withheld by VCA in its sole discretion; and
- 11.4 If the Client desires to utilize any of the Deliverables, whether accepted or rejected by the Client hereunder, for any marketing campaign, promotion, product, service, advertisement, or any other purpose outside the scope of this Agreement and/or SOW, then the Client shall hire VCA to design, create, develop, market, and otherwise implement such work. The Client may solicit or hire a third party to implement such Work if, and only if, VCA declines to do so, and such third party is hired on terms in no way more beneficial than the terms first offered to VCA.
- 11.5 Subject to the services provided hereunder, VCA shall retain all rights to any illustrations and other proprietary artwork, if any, listed in any SOW (each item, a "Design"), provided that VCA shall not, without Client's prior written consent, use, license, sell or otherwise authorize the use of any Design for use in connection with the marketing or promotion of any consumer product, in any format or medium, electronic or otherwise, for a period of one year from date on which such Design is first published. Except as otherwise set forth in this VCA grants Client the limited, exclusive, irrevocable right to use the Designs as set forth in any SOW.
- 11.6 In the event of any claim or claims in respect of an infringement of any intellectual property rights, relating to any part of the

Deliverables supplied by VCA (other than a part based on a design specified by the Client) VCA will at their expense either replace or modify such part with a non-infringing part or procure for the Client the right to use such a part provided VCA is given the full opportunity to conduct all negotiations in respect of such claim and such claim shall not be accepted by the Client without prior written consent of VCA.

- 11.7 The Client warrants that any design, parts, or instructions furnished or given by him shall not be such as to cause VCA to infringe any intellectual property rights in the execution of the applicable SOW.
- 11.8 The Client shall have no claim of whatsoever nature against VCA arising out of or flowing from any damages suffered by the Client or its Clients as a result of any intellectual property right relating to any of the Deliverables, being infringed, cancelled voided, breached, or otherwise set aside or declared invalid.

## **12. Warranty**

- 12.1 VCA warrants that it and all its employees, consultants and agents possess the knowledge, skills, expertise, experience, accreditation, and qualifications to carry out the Services.
- 12.2 The onus of proving that the warranty conditions have been complied with shall rest on the Client.
- 12.3 In the case of Deliverables not produced by VCA, the Client is exclusively entitled to the benefits and guarantees given by VCA's subcontractors or suppliers.
- 12.4 Save as otherwise contained herein, no guarantees, representations or warranties of any nature whatsoever have been given by VCA or any other person purporting to act on behalf of VCA.

## **13. Confidential Information, Non-Solicitation, Data Protection and Privacy**

- 13.1 Confidential information is that which relates to the Client's or VCA's research, development, trade secrets or business affairs and includes, in the case of VCA's confidential information, concepts presented to, but not selected by, the Client; it does not include information that is generally known or easily ascertainable by third parties. VCA and the Client shall mutually respect and maintain each other's confidential information and shall use it only to perform their respective obligations hereunder. For the avoidance of doubt, confidential information does not include information, which is public knowledge, was in the recipient's possession before receipt or is independently developed by the recipient.
- 13.2 Neither party shall solicit the other's employees, independent contractors or consultants or engage them in any work independent of the parties' relationship under this Agreement during the term of the Agreement and for two years thereafter, unless otherwise agreed in writing.
- 13.3 Both Parties confirm their commitment to the privacy of persons, protecting and safeguarding the rights of such persons to whom Personal Information relates, including the Subcontractor's Personnel "hereinafter referred to as "data subject."
- 13.4 The Protection of Personal Information Act, 2013 ("POPIA") includes the right to protection against unlawful collection, retention, dissemination, and use of personal information. The Parties recognize that they need to comply with POPIA in collecting, processing, and distributing of Personal Information, which include cooperation with the Regulator as provided for in Sec 100 of POPIA.
- 13.5 In terms of Sec 18 of POPIA, if Personal Information is collected, the Client, as responsible party, agrees to take reasonably practical steps to ensure that the data subject is made aware of the information being collected and consents thereto. The Client further confirms their development, implementation, monitoring, and maintenance of a POPIA compliance framework within their organization.
- 13.6 The Parties further agree that during the course of the relationship between the parties, the Client shall disclose to VCA certain Personal Information and data (i.e., data which shall include, special personal information as defined in Sec 26 of POIA, related to among other a data subject's race or ethnic origin, or other data which can be used to identify a person or a company).
- 13.7 Both parties agree that the Personal Information and data shall be used solely for the purposes of the VCA providing the Client with the Services.
- 13.8 To the extent required the Client agrees that VCA may disclose the Personal Information and data to VCA's employees on a need-to-know basis. The Personal Information and data may be disclosed to VCA's internal departments or another associated state departments for a reasonable purpose, VCA's own statutory reporting requirements. The Client consents to such transfer of information and shall procure the relevant data subject's consent for such purposes

## **14. Cession and assignment**

VCA shall be entitled to cede, assign, and transfer all its rights and obligations in terms of this Agreement or SOW to any other person and by concluding this Agreement the Client gives its consent to any such cession or assignment. The Client shall not be entitled to cede, assign, and transfer any of its rights and obligations in terms hereof without the prior written consent of VCA, such consent not to be unreasonably withheld.

## 15. Cancellation

- 15.1 An Agreement and SOW may be cancelled, varied, or suspended only by notice in writing and only if VCA accepts such notice in writing. In the event of such cancellation, variation, or suspension the Client shall compensate VCA for any costs or loss incurred including but not limited to loss of profit. In the event of the Deliverables or Services not being delivered yet and the SOW is cancelled by the Client, the Client shall be liable for a minimum of 15% (fifteen percent) of the SOW value, as the case may be.
- 15.2 Notwithstanding anything contained herein, should the Client breach any of the terms and conditions of the Agreement or SOW (whether material or not) and fail to remedy such breach within 10 (ten) Days of dispatch of written notice requiring it to do so or should a provisional order of sequestration or liquidation or should default judgment be obtained against the Client, VCA shall have the right, notwithstanding any previous waiver, to claim payment of the full balance then owing by the Client or to cancel the Agreement and/or SOW, as the discretion of VCA, retain all monies paid, take possession of all Deliverables delivered without prejudice to any claim for damages.
- 15.3 For the avoidance of doubt the Parties record that the cancelation of a SOW does not affect the validity of this Agreement, unless otherwise agreed.

## 16. Legal Interpretation, Venue and Changes in law or regulations

- 16.1 The construction and interpretation of this Agreement and all rights and obligations flowing there from or arising out of breach thereof shall be in accordance with the law in the Republic of South Africa and the parties hereby consent to the jurisdiction of the South Gauteng, Local Division (Johannesburg) of the High Court of South Africa or any other court having jurisdiction, in regard to any dispute that is not arbitrable in law.
- 16.2 Notwithstanding anything to the contrary contained herein, it is hereby specifically recorded that VCA shall not be responsible for any permits and/or certifications that are:
- 16.2.1 not required by law to be obtained in VCA's name; outside of VCA' scope of work; and
- 16.2.2 outside of VCA's control.
- 16.2.3 Unless otherwise provided in a SOW or in this clause, the Client is responsible for obtaining all legal clearances required for the performance of the Services. The Client shall indemnify, defend (at its own cost and expense), and hold VCA and its officers, employees, and agents harmless from and against any and all claims, suits, demands, damages, losses, and expenses arising from any breach, misrepresentation or other act or omission of the Client.
- 16.3 If the Deliverables have to be changed due to a change or amendment to the applicable laws, codes, standards, court rulings, or decisions made by public authorities made after the "Effective Date", as defined in 26.1 below then, notwithstanding any provision to the contrary contained herein, the parties shall in good faith negotiate the impact of such change on the Agreement and/or SOW as the case may be and the affected Party shall, to the extent that such change could not reasonably have been anticipated by the affected Party, be entitled to, an extension of time and additional costs as may be agreed between the Parties.

## 17. Liability

- 17.1 VCA, its directors or any of its employees, agents or delegates shall not be liable whether in contract, delict or otherwise arising from any cause whatsoever, whether occasioned by negligence or otherwise, for any injury, damage or loss, including loss of production, loss of revenue, loss of profit, loss of contract, financing expenses, loss of information and data, or for any consequential or indirect damages or losses, arising out of or in connection with this Agreement.
- 17.2 Unless otherwise provided for by mandatory applicable laws, it is being agreed that the foregoing states the sole and entire liability of VCA with respect to any delay or failure by VCA to make delivery, and any further rights or claims shall be ~~excluded~~
- 17.3 VCA will not bear liability to the Client for loss or damage to the Client's property.
- 17.4 The aggregate liability of VCA, VCA's directors, officers, employees, agents, delegates and subcontractors and their respective directors, officers, employees, agents, and delegates under this Agreement, howsoever arising shall be limited to 50% of the price stated in an applicable SOW and all liabilities and all indemnities shall end at the expiry of the applicable SOW.
- 17.5 In all cases the Party claiming a breach of contract, negligence, wrongful act or omission or a right to be indemnified in accordance

with the Agreement shall be obliged to take all reasonable measures to mitigate the loss or damage which has occurred, or which may occur.

## **18. Bankruptcy, Liquidation**

If the Client

- 18.1 being a person, dies or commits an act of bankruptcy; or
- 18.2 being a company, takes or shall have taken against it any action for the winding up of the company or the placing of the company under official management or receivership other than for purposes of restructuring of if a receiver, manager, controller, liquidator, administrator, mortgagee in possession or like officer is appointed over part or all of the Client's assets:

then VCA, at its option and without prejudice to any other rights it may have under the Agreement or in law, shall give notice in writing to the Client and after 14 (fourteen) Days from such notice may, unless otherwise provided by law:

- 18.3 terminate the Agreement or suspend manufacture or Delivery of any Deliverables then outstanding; and
- 18.4 retain any security given or moneys paid by the Client and apply this against the assessed loss and damages incurred by VCA in the performance of the Agreement.

## **19. Indulgence**

No act of relaxation, indulgence, or grace on the part of VCA shall in any way operate as or be deemed to be a waiver by VCA of any of its rights.

## **20. Credit Approval**

After a quotation is accepted by the Client in writing and/or SOW ("Order"), acceptance of the Order by VCA is subject to its internal credit approval from its credit department.

## **21. Access**

- 21.1 The Client shall provide VCA with the right of use, access to and possession of each part of the premises or site as and when this is required by VCA for the performance of its Services.
- 21.2 The Client shall provide such facilities and services as may be reasonably necessary to VCA at the premises/site as may be reasonably necessary to perform the Services. The Client shall be solely responsible for standing time (meaning time that VCA has dedicated to providing its Services which cannot be performed) caused through failure to provide access, use and possession of the premises/site, failure to provide services or facilities, and for any standing time whatsoever that is caused through no fault of VCA and VCA shall be relieved of any obligations and shall be reimbursed for any and all costs incurred, directly or indirectly as a result of the standing time, at the prevailing rates charged by VCA for the performance of its services and/or at the costs incurred by VCA in taking steps to avoid standing time.

## **22. Anti-Corruption and Other Benefits**

- 22.1 The parties shall not be entitled to claim or receive any benefits or rewards, other than specifically provided for in this Agreement.
- 22.2 The parties confirm that they or any of their employees, associates or agents have not given or received any benefit of any nature whatsoever, nor shall they give any benefit of any nature whatsoever, which can be construed as an unlawful inducement to enter into this Agreement, SOW or any other agreement emanating from this Agreement and that they have ensured that all anti-corruption laws, internal processes and anti-corruption preventative measures have been complied with, prior to signature of this Agreement.
- 22.3 The parties will further ensure that all such anti-corruption laws, internal processes, and anti-corruption preventative measures which may apply to either party under any law or company policy will continue to be complied with for the duration hereof.

## **23. General**

- 23.1 Should any of the terms and conditions of the Agreement be held to be invalid, unlawful, or unenforceable, such terms and conditions shall be severable from the remaining terms and conditions which shall continue to be valid and enforceable.
- 23.2 If any term or condition held to be invalid is capable of amendment to render it valid, the parties shall negotiate an amendment to remove the invalidity.

## 24. Dispute Resolution

- 24.1 If the parties are unable to resolve any dispute arising from the Agreement or SOW by means of joint co- operation or discussion between the individuals directly involved in the execution of the Agreement or SOW within 1 (one) week after a dispute arises or such extended time period as the parties may in writing allow, then such a dispute shall be submitted to the senior managers of the parties immediately who will endeavor to resolve this dispute, within 30 (thirty) calendar days after it was referred to them. Should the dispute not be resolved in the aforesaid manner or within the timeframes specified, then unless the parties otherwise agree in writing prior to the expiration of the aforesaid 30 (thirty) calendar day period it shall be resolved by way of arbitration, in accordance with the provisions contained herein.
- 24.2 Apart from urgent and interim relief, all disputes arising in connection with the Agreement, if arbitrable in law shall be finally settled under the Rules of the Foundation Arbitration of Southern Africa (“AFSA”) by an arbitrator appointed in accordance with the said rules. The arbitration shall be conducted in Johannesburg in English and may be made an order of an appropriate court of law. The arbitration shall be conducted on an expedited basis and the contents, and any determination made thereafter shall be kept confidential.

## 25. DOMICILIUM

- 25.1 The Parties choose as their domicilium citandi et executandi (address for purpose of legal proceedings) their respective addresses set out in below, at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Parties, which addresses may be changed to any other physical address in the Republic of South Africa by not less than 5 (five) Business Days’ written notice to the other Party.
- 25.2 For the purpose of this Agreement the Parties’ domicilium citandi et executandi is-
- 25.2.1 **VCA at:**  
 Street Address- 39 Greybe Street, Rynfield, Benoni, Gauteng, South Africa  
 Tel: 011 425 3575  
 Call Us: 011 425 3575 Fax: 086 531 4688  
 Attention: Managing Director  
 Email- [hayley@veldcooper.com](mailto:hayley@veldcooper.com)
- 25.2.2 **Client at:**  
 Billing Details as disclosed in the SOW
- 25.3 Any notice given in terms of this Agreement shall be in writing and shall unless the contrary is proven.
- 25.4 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery.
- 25.5 if posted by prepaid registered post be deemed to have been received by the addressee on the 8th (eighth) Day following the date of such posting.
- 25.6 if sent electronically, it shall be deemed to have been received on the first Day following the successful transmission thereof as evidenced by the electronic confirmation of receipt, unless the contrary is proven.
- 25.7 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by a Party at its chosen address set out above, shall be an adequate written notice of communication to such Party.

## 26. COMMENCEMENT

This Agreement shall come into effect on the sending of the SOW to the Client, “the *Effective Date*” and shall endure for the period of the Services in terms of the SOW, unless terminated by either Party in accordance with this Agreement or in accordance with an applicable SOW.

## 27. SIGNATURES

Date and signed in Johannesburg. Further, parties unconditionally agreeing to the Client’s accepting of the SOW.

**Name:** HAYLEY HYND M. Inst.D and HRP  
**Designation:** MANAGING DIRECTOR  
**For and on behalf of VCA,** being duly authorized hereto