Service Agreement

1. Parties and effective date

1.1 The Parties. This Service Agreement (the "Agreement") is entered into between:

(a) **[Client's full legal name: _____]**, identity or registration number [Client's ID or company registration number: _____], of [Client's physical address (domicilium): _____], email [Client's email for notices: _____] (the "Client"); and

(b) **[Provider's full legal name: _____]**, identity or registration number [Provider's ID or company registration number: _____], VAT registration number [Provider's VAT registration number: _____], of [Provider's physical address (domicilium): _____], email [Provider's email for notices: _____] (the "Provider").

Each of them is a "Party" and together they are the "Parties".

1.2 Effective Date. This Agreement takes effect on **[Effective date: _____]** (the "Effective Date"), even if a Party signs it later. If the Provider performed any of the Services before the Effective Date at the Client's written request, this Agreement governs that work as well.

1.3 Authority. Each Party warrants that it has full legal capacity to enter into and perform this Agreement. A person who signs for a company, close corporation, trust, partnership or other entity warrants that he or she is properly authorised to do so and will give the other Party proof of that authority, such as a board or trustee resolution, within 5 Business Days of a request.

1.4 Client size. The Client's status for purposes of the Consumer Protection Act is recorded in Clause 4.2. A juristic person Client confirms that the information it gives about its asset value and annual turnover is correct at the time this Agreement is concluded.

2. Background

2.1 The Provider carries on business as [What the provider does: _____] and has the skills, staff and equipment needed to perform services of that kind.

2.2 The Client carries on business as, or is, [What the client does: _____] and wishes to appoint the Provider to perform the services described in this Agreement and its Annexures.

2.3 The Parties wish to record in writing the terms on which the Provider will perform those services and the Client will pay for them. These background statements form part of this Agreement and may be used to interpret it.

3. Definitions and interpretation

3.1 Definitions. In this Agreement, unless the context clearly shows otherwise:

(a) "Acceptance Criteria" means the standards and tests for a Deliverable stated in Annexure A or a Statement of Work, or if none are stated, reasonable conformity with the description of that Deliverable;

(b) "Business Day" means any day other than a Saturday, a Sunday or a public holiday in the Republic of South Africa, and a period of Business Days excludes the first day and includes the last day;

(c) "Change Request" means a written request to change the Services in the form of Annexure C or a

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substantially similar form;

(d) "Client Property" means any equipment, premises, data, documents, software, materials or other property of the Client, or under its control, that the Client makes available to the Provider for the Services;

(e) "Confidential Information" has the meaning given in Clause 20;

(f) "CPA" means the Consumer Protection Act 68 of 2008 and its regulations;

(g) "Deliverable" means any report, document, design, software, data, work product or other output that the Provider must create and deliver under Annexure A or a Statement of Work;

(h) "Fees" means the charges for the Services set out in Annexure B or a Statement of Work, as changed under Clause 10;

(i) "Intellectual Property" means copyright, designs, trade marks, patents, know-how, database rights and similar rights anywhere in the world, whether registered or not, including applications to register them;

(j) "Key Personnel" means the individuals named as key personnel in Annexure A;

(k) "Personal Information" has the meaning given to it in POPIA;

(l) "POPIA" means the Protection of Personal Information Act 4 of 2013 and its regulations;

(m) "Prescribed Rate" means the rate of interest prescribed from time to time under the Prescribed Rate of Interest Act 55 of 1975;

(n) "Services" means the services described in Annexure A and in any Statement of Work, including the delivery of the Deliverables;

(o) "Service Levels" means the response times, availability, quality measures and other performance standards set out in Annexure A;

(p) "Statement of Work" means Annexure A and any further written statement of work that both Parties sign and that refers to this Agreement; and

(q) "VAT" means value-added tax charged under the Value-Added Tax Act 89 of 1991.

3.2 Interpretation. Clause headings are for reference only and do not affect interpretation. Words in the singular include the plural and the reverse. "Including" introduces examples and does not limit the general words before it. A reference to a law includes that law as amended or replaced. "Writing" includes email, but not SMS or instant messages, unless this Agreement requires a signed writing.

3.3 Applicable law. "Applicable Law" means every law, regulation, by-law and binding code that applies to a Party or to the Services, including, where they apply, the CPA and POPIA. If a provision of this Agreement conflicts with a provision of Applicable Law that the Parties may not exclude by agreement, Applicable Law prevails to the extent of the conflict, and the rest of this Agreement remains in force.

3.4 Contra proferentem. No provision of this Agreement will be interpreted against a Party only because that Party drafted it.

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4. Application of the Consumer Protection Act

4.1 When the CPA applies. The CPA applies to this Agreement if the Provider supplies the Services in the ordinary course of its business and the Client is a natural person, or a juristic person whose asset value or annual turnover is below the threshold that the Minister determines under the CPA (at the date of this Agreement, R2 000 000). The CPA does not apply where the Client is a juristic person whose asset value or annual turnover equals or exceeds that threshold.

4.2 Client status. The Client records that, at the time this Agreement is concluded, the Client is **[Client's status under the CPA: _____]**.

4.3 No waiver. Nothing in this Agreement waives or limits any right the Client has under the CPA, and no provision may be interpreted so that it does. Where the CPA applies, every provision of this Agreement that the CPA would make void or unenforceable is limited to the extent necessary to comply with the CPA, and the rest of the provision remains in force.

4.4 Plain language. The Provider has tried to write this Agreement in plain language. If the Client does not understand any provision, the Client may ask the Provider to explain it before signing, and the Provider will do so.

4.5 Fair terms. The Parties intend every term of this Agreement to be fair, reasonable and just. If a court or tribunal finds that a term is unfair, unreasonable or unjust in the circumstances of the Client, that term is reduced or removed to the extent required, and the rest of this Agreement stays in force.

4.6 Change in status. A change in the Client's asset value or turnover after the Agreement is concluded does not change whether the CPA applies to this Agreement, unless the law provides otherwise.

5. Appointment, statements of work and order of precedence

5.1 Appointment. The Client appoints the Provider to perform the Services, and the Provider accepts the appointment, on the terms of this Agreement.

5.2 Non-exclusive. The appointment is non-exclusive. The Client may appoint others to perform similar services, and the Provider may perform services for others, provided that the Provider complies with Clause 20 (Confidentiality) and does not allow other work to cause it to miss the Service Levels.

5.3 Statements of Work. The Parties may agree additional services by signing further Statements of Work. Each Statement of Work will describe at least the services, the Deliverables, the start date and timetable, the Fees, the Acceptance Criteria, any Service Levels and each Party's representative. A Statement of Work binds the Parties only once both of them have signed it.

5.4 Order of precedence. If there is a conflict or inconsistency between the documents that make up this Agreement, the following order applies, with the earlier document prevailing over the later one: (a) Clauses 1 to 39 of this Agreement; (b) Annexure D; (c) a Statement of Work signed after the Effective Date, but only for the services it covers and only if it expressly states which clause of this Agreement it changes; (d) Annexure A; (e) Annexure B; and (f) any other annexure or document incorporated by reference.

5.5 Purchase orders. If the Client issues a purchase order for administrative purposes, its pre-printed terms do not form part of this Agreement, even if the Provider accepts the purchase order.

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6. Services, service levels and standard of performance

6.1 Performance. The Provider will perform the Services described in Annexure A and each Statement of Work, at the places and times stated there, and will deliver each Deliverable by its due date.

6.2 Standard of performance. The Provider will perform the Services:

(a) with the care, skill and diligence that a competent and experienced provider of similar services in South Africa would use;

(b) in a manner and of a quality that persons are generally entitled to expect;

(c) in a timely manner, completing each part of the Services by the date stated in Annexure A or, if no date is stated, within a reasonable time;

(d) in accordance with Applicable Law, the Client's reasonable written site, safety and security rules that the Client has given to the Provider in advance, and the requirements of Annexure A; and

(e) using equipment, materials and methods that are suitable for the purpose and in good working order.

6.3 Service Levels. The Provider will meet or exceed the Service Levels set out in Annexure A. The Provider will measure its performance against the Service Levels and report on it to the Client in the manner and at the intervals stated in Annexure A.

6.4 Service credits. If Annexure A provides for service credits, the Provider will credit the stated amount against the next invoice when it misses a Service Level. The Parties agree that service credits are a price adjustment that reflects the reduced value of the Services. A service credit does not prevent the Client from exercising its other rights for a material breach, but the Client may not recover both a service credit and damages for the same failure.

6.5 Service failure. If the Provider repeatedly fails to meet the same Service Level, which means three or more times in any period of three consecutive months, the Client may treat the repeated failure as a material breach under Clause 29.

6.6 Licences and permits. The Provider will obtain and keep in force at its own cost every registration, licence, permit and accreditation that Applicable Law requires for the Provider to perform the Services.

6.7 Health and safety. When the Provider's personnel work at the Client's premises, they will comply with the Client's reasonable health, safety and security rules and with all applicable occupational health and safety laws. The Client will inform the Provider of any hazard at the premises that the Client knows about.

7. Personnel and key staff

7.1 Suitable personnel. The Provider will use only properly qualified, trained and experienced personnel to perform the Services, in numbers sufficient to meet the Service Levels.

7.2 Key Personnel. The Key Personnel are [Key personnel: _____]. The Provider will use its best efforts to keep the Key Personnel assigned to the Services. The Provider will not remove or replace a member of the Key Personnel without the Client's prior written consent, which the Client will not unreasonably withhold, except in the case of illness, death, resignation, dismissal or parental leave.

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7.3 Replacement. If a member of the Key Personnel becomes unavailable, the Provider will within 10 Business Days propose a replacement with equal or better qualifications and experience. The Provider bears the cost of handing over the work to the replacement.

7.4 Removal on request. The Client may, on reasonable grounds given in writing, ask the Provider to remove any individual from the Services, for example for misconduct, a safety breach or lack of competence. The Provider will do so promptly and will provide a suitable replacement at no extra charge.

7.5 Conduct. The Provider is responsible for the conduct of its personnel and of its subcontractors' personnel while they perform the Services, including their compliance with Clauses 20 and 21.

7.6 Vetting. If Annexure A requires it, the Provider will carry out the background, criminal record or qualification checks stated there before an individual starts work, subject to the consent of that individual and to POPIA.

8. Deliverables, acceptance and remedy of defects

8.1 Delivery. The Provider will deliver each Deliverable in the format and by the method stated in Annexure A, together with any documentation reasonably needed to use it.

8.2 Acceptance testing. Within [Acceptance period in Business Days: _____] Business Days after delivery of a Deliverable (the "Acceptance Period"), the Client will review or test it against its Acceptance Criteria and will either:

(a) accept the Deliverable in writing; or

(b) reject the Deliverable by written notice that describes each respect in which it does not meet the Acceptance Criteria in enough detail for the Provider to correct it.

8.3 Correction. If the Client rejects a Deliverable under Clause 8.2(b), the Provider will correct the defects and redeliver the Deliverable within 10 Business Days, or another period the Parties agree in writing, at no additional charge. The acceptance procedure in Clause 8.2 then applies again to the redelivered Deliverable.

8.4 Deemed acceptance. A Deliverable is accepted if the Client does not give a notice under Clause 8.2 within the Acceptance Period, or if the Client uses the Deliverable in its business for any purpose other than testing. Deemed acceptance does not affect the Client's rights under Clause 8.6 or under the CPA.

8.5 Repeated failure. If a Deliverable fails its Acceptance Criteria a second time, the Client may choose to:

(a) give the Provider a further opportunity to correct it under Clause 8.3;

(b) accept the Deliverable with its defects, subject to a reasonable reduction of the Fees that reflects the extent of the failure; or

(c) reject the Deliverable and, if the failure is material, cancel the affected Statement of Work under Clause 29 and recover the Fees paid for that Deliverable.

8.6 Remedy of defects in the Services. If the Services or any Deliverable do not meet the standard in Clause 6.2, the Client may by written notice require the Provider, at the Client's choice, to:

(a) remedy the defect at its own cost within a reasonable time; or

(b) refund to the Client a reasonable portion of the price paid for the Services performed and goods

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supplied, having regard to the extent of the failure.

8.7 Defects period. Without limiting Clause 8.6, the Provider will remedy at its own cost any defect in a Deliverable that the Client reports in writing within [Defects period in days after acceptance: _____] days after acceptance, if the defect results from the Provider's failure to meet this Agreement.

8.8 Where the CPA applies. Where the CPA applies, Clause 8.6 restates the Client's rights under section 54 of the CPA and does not replace them. The Client may exercise those rights within the time and in the manner that the CPA allows.

9. Client obligations, access and client property

9.1 Cooperation. The Client will:

(a) give the Provider the information, decisions, approvals and instructions it reasonably needs to perform the Services, within the times stated in Annexure A or, if no time is stated, within a reasonable time after the Provider asks for them;

(b) ensure that the information it gives is accurate and complete to the best of its knowledge;

(c) appoint a representative with authority to make decisions about the Services and tell the Provider of any change of representative; and

(d) perform the other Client obligations set out in Annexure A.

9.2 Access. Where the Services are performed at the Client's premises, the Client will give the Provider's personnel safe access to the premises, facilities and systems reasonably needed, during the hours stated in Annexure A or, if none are stated, during the Client's normal business hours.

9.3 Effect of Client delay. If the Client fails to perform an obligation under this Clause 9 and the failure prevents or delays the Provider, the Provider will notify the Client promptly in writing. The Provider is then not liable for the resulting delay, the timetable is extended by a reasonable period, and the Provider may claim its reasonable, documented additional costs caused by the failure under Clause 10.

9.4 Client Property. The Provider will:

(a) use Client Property only for the Services and in accordance with the Client's reasonable instructions;

(b) keep Client Property safe and separate from its own property, and not part with control of it except as this Agreement allows;

(c) bear the risk of loss of or damage to Client Property while it is in the Provider's possession or control, except for fair wear and tear and loss or damage that the Client causes; and

(d) return Client Property, or control over it, to the Client in at least as good a condition as it was when the Client made it available to the Provider, on completion of the Services, on termination of this Agreement or earlier on the Client's written request.

9.5 No lien. To the extent the law allows, the Provider waives any lien or right of retention over Client Property for unpaid Fees. This Clause 9.5 does not apply to an improvement lien that the Parties agree in writing for a specific item.

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10. Change control and estimates

10.1 Change Requests. Either Party may request a change to the scope, timetable or method of the Services by delivering a Change Request to the other Party.

10.2 Provider's response. Within 5 Business Days after receiving or making a Change Request, the Provider will give the Client a written estimate that states the effect of the change on the Fees, the timetable, the Service Levels and any other term. The estimate will remain open for acceptance for 10 Business Days unless it states otherwise.

10.3 Authorisation required. No change binds either Party until both Parties have signed the Change Request with the agreed estimate. The Provider will not charge for additional work unless the Client authorised it in this way, and the Provider will not charge more than the authorised estimate for a change unless the Client authorises the higher amount in advance in writing.

10.4 Repair and maintenance services. If any of the Services consist of repairing or maintaining goods and section 15 of the CPA applies to them, the Provider will not charge the Client for those Services unless:

(a) the Provider gave the Client a written estimate and the Client authorised the work; or

(b) the Client declined an estimate in writing, or authorised in writing a maximum charge without an estimate.

The Provider will not charge more than the estimate or the authorised maximum without the Client's further prior authorisation.

10.5 Necessary changes. If a change is needed to comply with a change in Applicable Law that takes effect after the Effective Date, the Parties will agree a Change Request in good faith. Neither Party may unreasonably refuse a change that is required by law.

10.6 Continuing work. Until a Change Request is signed, the Provider will continue to perform the Services as they stood before the request, unless the Client instructs otherwise in writing.

11. Delay and timely notice

11.1 Timely notice. As soon as the Provider becomes aware of any circumstance that is likely to delay the Services or any Deliverable, including a delay that the Provider cannot avoid, it will notify the Client in writing without delay. The notice will describe the cause, the expected length of the delay, the steps the Provider is taking to reduce it and a revised timetable.

11.2 Recovery plan. If a delay is caused by the Provider, the Provider will, at its own cost, take reasonable steps to recover the timetable, which may include adding personnel, and will keep the Client informed of progress at least weekly until the delay ends.

11.3 Delay penalty. If Annexure A sets a penalty for a late Deliverable, the penalty is the Client's agreed estimate of its loss. The Client may claim either the penalty or damages for the same delay, but not both. A court may reduce the penalty if it is out of proportion to the prejudice the Client actually suffered.

11.4 Material delay. If a delay caused by the Provider continues for more than [Days of delay that count as a material breach: _____] days beyond the due date of a Deliverable, the Client may treat the delay as a material breach and exercise its rights under Clause 29, in addition to its rights under Clause 8.6.

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12. Fees, deposit and payment

12.1 Fees. In return for the Services, the Client will pay the Provider the Fees set out in Annexure B. Unless Annexure B states otherwise, the Fees are fixed for the initial term and include every cost of performing the Services other than expenses approved under Clause 14.

12.2 Deposit. The Client will pay a deposit of [Deposit amount: _____] (the "Deposit") within 5 Business Days after the Effective Date, if Annexure B requires a Deposit. The Provider will credit the Deposit against the first invoice or invoices, as Annexure B states. The Deposit is a reasonable advance payment toward the Fees and not a penalty.

12.3 Cancellation of a booking. If the Client books or orders Services in advance and cancels the booking before the Services are performed, the Provider may retain from the Deposit, or charge, a reasonable cancellation charge of no more than [Maximum cancellation charge for a cancelled booking: _____]. The Provider will refund the balance of the Deposit within 10 Business Days after the cancellation.

12.4 Invoices. The Provider will invoice the Client at the times stated in Annexure B. Each invoice will refer to this Agreement and the relevant Statement of Work, describe the Services and Deliverables to which it relates and show any VAT separately.

12.5 Payment. The Client will pay each correct invoice within [Days to pay an invoice: _____] days after the date on which it receives the invoice, by electronic funds transfer into the following account of the Provider, or another account the Provider confirms in writing under Clause 12.6: [Provider's bank account for payment: _____].

12.6 Change of bank details. Because invoice fraud is common, the Provider will notify a change to its bank details only by letter on its letterhead signed by an authorised signatory, and the Client will confirm the change by telephone with the Provider's representative named in Annexure A before paying into the new account. The Client is not in breach for a reasonable delay caused by this check.

12.7 No set-off. The Client will pay without deduction or set-off, except for service credits under Clause 6.4, refunds or reductions under Clauses 8.5 and 8.6, and amounts the Provider has agreed in writing to credit.

12.8 Itemised break-down. Annexure B sets out an itemised break-down of the Client's financial obligations under this Agreement.

13. VAT and tax invoices

13.1 Statement of VAT. Annexure B states for each amount whether it includes or excludes VAT. If Annexure B does not say, the amount excludes VAT. For a Client to whom the CPA applies, Annexure B also states the total amount payable including VAT.

13.2 VAT vendor. If the Provider is registered as a VAT vendor, it will charge VAT on the Fees and expenses at the standard rate in force at the time of supply (15% at the date of this Agreement) and will issue the Client a valid tax invoice within 21 days after the date of each supply.

13.3 Registration during the Agreement. If the Provider is not registered as a VAT vendor on the Effective Date, it warrants that it will register when the law requires it to, including where the value of its taxable supplies in any 12-month period exceeds, or under a written contract will exceed, the compulsory registration threshold (R2 300 000 from 1 April 2026). The Provider will notify the Client in writing within 5 Business Days after it registers. From the date of registration, VAT will be added to Fees that exclude VAT. Fees that Annexure B states as including VAT will not increase

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because of the registration.

13.4 Tax compliance. Each Party is responsible for its own income tax and other taxes. The Provider will give the Client, on request, a copy of its VAT registration certificate and any tax compliance status pin the Client reasonably needs for its own procurement or tax purposes.

13.5 Withholding. If a law requires the Client to withhold any amount from a payment to the Provider, the Client will pay the withheld amount to the relevant authority within the time required and give the Provider proof of payment. The payment to the authority counts as payment to the Provider.

14. Expenses

14.1 Approved expenses. The Client will reimburse the Provider for reasonable travel, accommodation and other out-of-pocket expenses that the Provider incurs in performing the Services, but only if Annexure B provides for those expenses or the Client approved them in writing before they were incurred.

14.2 Expense cap. Unless the Client agrees otherwise in writing, the total expenses that the Client must reimburse in any calendar month will not exceed [Monthly cap on reimbursable expenses: _____].

14.3 Travel rates. Travel by car will be reimbursed at the per-kilometre rate stated in Annexure B. Air travel will be in economy class. Accommodation will be at a reasonable business standard.

14.4 Claims. The Provider will claim expenses on its next invoice, at cost without mark-up, together with copies of receipts or tax invoices. The Client is not required to pay an expense claimed more than 90 days after it was incurred, unless the Provider could not reasonably have claimed it earlier.

15. Late payment interest, disputed invoices and suspension

15.1 Interest on late payment. If the Client fails to pay an undisputed amount by its due date, the Provider may charge interest on the overdue amount from the due date until the date of payment at the Prescribed Rate. Interest is calculated daily on the outstanding amount.

15.2 Disputed invoices. If the Client disputes an invoice in good faith, it will notify the Provider in writing before the payment date, stating the amount disputed and the reasons. The Client will pay the undisputed part of the invoice by the due date. The Parties will try to resolve the dispute under Clause 32. Interest under Clause 15.1 runs on a disputed amount only from the date it is resolved as payable.

15.3 Suspension. If an undisputed amount remains unpaid for more than 10 Business Days after its due date, the Provider may give the Client written notice that it will suspend the Services unless the amount is paid within a further 10 Business Days. If the Client does not pay within that period, the Provider may suspend the Services until it receives payment. The Provider will resume the Services within 5 Business Days after receiving payment in full. The timetable is extended by the period of suspension.

15.4 No penalty and damages. If this Agreement provides for a penalty, such as a fixed late payment fee or a delay penalty, the creditor may recover either the penalty or damages for the same act or omission, but not both. Any penalty may be reduced by a court to the extent that it is out of proportion to the prejudice suffered.

15.5 Collection costs. If the Provider hands an overdue account to attorneys for collection after giving the Client 10 Business Days' written notice to pay, the Client will pay the reasonable legal

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costs of collection on the scale that a court awards.

16. Duration, renewal and fixed-term rules

16.1 Duration. This Agreement starts on the Effective Date and continues until [End of the initial term: _____] (the "Initial Term"), unless it is terminated earlier under this Agreement.

16.2 Renewal between businesses. Where Clause 16.3 does not apply, this Agreement renews automatically for successive periods of 12 months at the end of the Initial Term and each renewal period, unless either Party gives the other written notice of non-renewal at least [Notice of non-renewal for business clients (days): _____] days before the end of the current term.

16.3 Where section 14 of the CPA applies. This Clause 16.3 applies where the CPA applies to this Agreement and at least one Party is a natural person (including a sole proprietor); section 14 of the CPA does not apply where both Parties are juristic persons. It applies in place of Clause 16.2, and despite any other provision of this Agreement:

(a) **Maximum term.** The Initial Term will not exceed 24 months from the date on which the Client signs this Agreement, unless the Parties expressly agree a longer term and the Provider can show a demonstrable financial benefit to the Client.

(b) **Client cancellation.** The Client may cancel this Agreement on expiry of the Initial Term without penalty, or at any other time by giving the Provider 20 Business Days' notice in writing or in another recorded manner and form.

(c) **Cancellation by the Provider.** The Provider may cancel this Agreement only 20 Business Days after it gave the Client written notice of a material failure by the Client to comply with this Agreement, and only if the Client has not rectified the failure within that time.

(d) **Expiry notice.** Not more than 80 and not less than 40 Business Days before the end of the Initial Term, the Provider will notify the Client in writing or in another recordable form of the coming expiry date, of any material change that will apply if the Agreement continues, and of the Client's options.

(e) **Continuation.** On expiry of the Initial Term, this Agreement continues on a month-to-month basis, subject to any material changes of which the Provider has given notice, unless the Client directs the Provider to terminate it on the expiry date or the Parties agree a further fixed term.

(f) **Amounts on cancellation.** If the Client cancels under Clause 16.3(b), the Client remains liable for amounts owed to the Provider up to the date of cancellation. The Provider may impose a reasonable cancellation penalty of no more than [Maximum cancellation penalty under clause 16.3: _____] for services provided or discounts granted in contemplation of the Agreement running for its full term. The penalty will never be so high that it has the effect of negating the Client's right to cancel. The Provider will refund any amount it owes the Client within 15 Business Days after cancellation.

17. Cooling-off rights

17.1 Direct marketing. If this Agreement results from direct marketing by or for the Provider, and the CPA applies, the Client may rescind this Agreement without reason or penalty by written notice delivered to the Provider within five Business Days after the later of the date on which the Agreement was concluded and the date on which any goods supplied under it were delivered.

17.2 Agreements concluded electronically. If the Client is a natural person and this Agreement is

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concluded by electronic means, such as by an online order or an exchange of emails, the Client may cancel it without reason and without penalty within seven days after the date on which it was concluded. The Provider will refund all payments made by the Client within 30 days after the cancellation.

17.3 Early start of services. The right in Clause 17.2 does not apply to Services that began with the Client's consent before the end of the seven-day period. The Provider will not start Services during that period unless the Client asks it to in writing. If the Client wants the Services to start early, the Client records that request here: [Client's request to start services within seven days: _____].

17.4 How to cancel. The Client may cancel under this Clause 17 by email or letter to the Provider's address in Clause 33. The Client does not have to give reasons.

18. Independent contractor relationship

18.1 Independent contractor. The Provider performs the Services as an independent contractor. Nothing in this Agreement creates an employment relationship, partnership, joint venture or agency between the Parties.

18.2 Control. The Provider decides how, when and where to perform the Services, subject only to the requirements of Annexure A, the Service Levels and the Client's site rules. The Provider supplies its own tools and equipment unless Annexure A states otherwise. The Provider is free to work for others and may use its own staff and approved subcontractors.

18.3 Substance over label. The Parties understand that a court, the Commission for Conciliation, Mediation and Arbitration or another authority will look at the realities of the relationship, not only at this Clause, to decide whether the Provider or its personnel are employees. Each Party will conduct the relationship in a way consistent with an independent contractor relationship.

18.4 Provider's personnel. The Provider is solely responsible for the remuneration, benefits, tax deductions, unemployment insurance and workers' compensation contributions of its own personnel, and for compliance with employment laws in relation to them.

18.5 No authority. Neither Party may bind the other or incur any obligation on the other's behalf without its prior written consent.

18.6 Individual providers. If the Provider is an individual and is found to be an employee of the Client, the Parties will review this Agreement in good faith to bring it into line with the law, and the Fees already paid will be treated as remuneration for the purposes of that review.

19. Subcontracting

19.1 Consent required. The Provider will not subcontract any part of the Services without the Client's prior written consent, which the Client will not unreasonably withhold. Approved subcontractors at the Effective Date are listed in Annexure A.

19.2 Responsibility. The Provider remains fully responsible to the Client for the acts and omissions of each subcontractor as if they were the Provider's own. A subcontract does not relieve the Provider of any obligation under this Agreement.

19.3 Flow-down. The Provider will ensure that each subcontract contains obligations of confidentiality, data protection and Intellectual Property that are no less protective of the Client than those in Clauses 20, 21 and 22.

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19.4 Sub-operators. A subcontractor that will process Personal Information for the Client is also subject to Clause 21.7.

20. Confidentiality

20.1 Meaning. "Confidential Information" means all information of a Party (the "Discloser") that the other Party (the "Recipient") receives in connection with this Agreement and that is marked confidential, or that a reasonable person would regard as confidential, including business plans, prices, customer information, Personal Information, technical data, software and know-how.

20.2 Exclusions. Confidential Information does not include information that the Recipient can show:

(a) is or becomes public other than through a breach of this Agreement;

(b) was lawfully known to the Recipient before the Discloser disclosed it, without a duty of confidence;

(c) the Recipient received lawfully from a third party without a duty of confidence; or

(d) the Recipient developed independently without using the Discloser's information.

20.3 Obligations. The Recipient will:

(a) use Confidential Information only to perform or receive the Services;

(b) disclose it only to its own and its subcontractors' personnel, professional advisers and insurers who need to know it and are bound by duties of confidence at least as strict as this Clause 20; and

(c) protect it with at least the care it uses for its own confidential information, and never less than reasonable care.

20.4 Required disclosure. The Recipient may disclose Confidential Information if a law, court order or stock exchange rule requires it. Where the law allows, the Recipient will give the Discloser prompt prior notice so that the Discloser may seek a protective order, and will disclose only the part that is required.

20.5 Return. On termination or on the Discloser's written request, the Recipient will return or destroy the Discloser's Confidential Information and confirm this in writing, except for copies that the law requires it to keep or that are held in routine back-ups, which remain subject to this Clause 20.

20.6 Duration. The obligations in this Clause 20 continue for 5 years after this Agreement ends, and for as long as information remains a trade secret or Personal Information.

21. Protection of personal information

21.1 Roles. Where the Provider processes Personal Information on behalf of the Client in the course of the Services, the Client is the responsible party and the Provider is the operator, as those terms are used in POPIA. Annexure D describes that processing. This Clause 21 is the written contract that POPIA requires between them.

21.2 Authorised processing. The Provider will process the Personal Information only with the knowledge or authorisation of the Client, for the purposes stated in Annexure D and in accordance with the Client's documented instructions, unless a law requires otherwise. If the Provider believes that an instruction breaches POPIA, it will tell the Client promptly.

21.3 Confidentiality. The Provider will treat the Personal Information as confidential and will not disclose it unless the law or the performance of its duties requires it. It will ensure that every person

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who has access to the Personal Information is bound by a duty of confidentiality.

21.4 Security measures. The Provider will establish and maintain appropriate, reasonable technical and organisational measures to secure the integrity and confidentiality of the Personal Information and to prevent its loss, damage, unauthorised destruction and unlawful access or processing. As a minimum, the Provider will apply the measures listed in Annexure D, identify reasonably foreseeable risks, keep its safeguards effective and update them in response to new risks.

21.5 Security compromises. The Provider will notify the Client immediately, and in any event within 24 hours, where there are reasonable grounds to believe that the Personal Information has been accessed or acquired by an unauthorised person. The notice will give the details the Client reasonably needs to meet its own duties of notification, and the Provider will cooperate with the Client's investigation and response.

21.6 Cross-border transfers. The Provider will not transfer Personal Information to a third party in a foreign country, or store it outside the Republic of South Africa, unless the Client has approved the transfer in writing and the transfer is lawful under section 72 of POPIA. Approved locations are listed in Annexure D.

21.7 Sub-operators. The Provider will not engage another person to process the Personal Information without the Client's prior written consent and will impose on that person obligations no less protective than those in this Clause 21.

21.8 Assistance. The Provider will help the Client, at the Client's reasonable cost, to respond to requests from data subjects and the Information Regulator and to carry out any impact assessment the Client needs.

21.9 End of processing. When the Services end, the Provider will, at the Client's choice, return or securely destroy the Personal Information and confirm this in writing, unless a law requires the Provider to keep it.

21.10 Provider's own information. Each Party is the responsible party for the Personal Information of its own personnel that it shares for contract administration, and will process the other Party's contact information only for that purpose.

22. Intellectual property and assignment of copyright

22.1 Ownership of Deliverables. Subject to Clause 23, the Client will own all Intellectual Property in the Deliverables created by the Provider or its personnel or subcontractors for the Client under this Agreement (the "Assigned IP").

22.2 Assignment of copyright. The Provider hereby assigns to the Client all copyright and other Intellectual Property in the Deliverables, including copyright in Deliverables that are not yet in existence on the date of signature. The assignment of each Deliverable takes effect [When ownership of each deliverable passes: _____]. To the extent that any Intellectual Property cannot be assigned in advance, the Provider will assign it as soon as it comes into existence.

22.3 Signed writing. The Provider signs this Agreement as the assignor of the Assigned IP. If the Provider signs this Agreement electronically, the Provider will sign with an advanced electronic signature or will, on request, sign a separate written confirmation of the assignment on paper.

22.4 Further documents. The Provider will, at the Client's cost, sign all further documents and do all things the Client reasonably asks to record or register the Client's ownership of the Assigned IP in any country.

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22.5 Personnel and subcontractors. The Provider will obtain written assignments from its personnel who are not its employees and from its subcontractors so that the Provider can assign the Assigned IP to the Client under this Clause 22.

22.6 Moral rights. To the extent the law allows, the Provider will procure that the authors of the Deliverables agree not to object to modifications of the Deliverables made by or for the Client.

22.7 Commissioned works. If a Deliverable is a photograph, a portrait, a gravure, a cinematograph film or a sound recording that the Client commissions and pays for, the Client owns the copyright in it from creation unless this Agreement states otherwise.

22.8 Client Property and materials. The Client keeps all Intellectual Property in Client Property and in materials that the Client gives the Provider. The Client grants the Provider a non-exclusive, non-transferable licence to use them only for the Services during the term of this Agreement.

23. Pre-existing materials and licence

23.1 Provider materials. "Provider Materials" means the methods, tools, templates, software, know-how and other materials that the Provider owned or developed before the Effective Date, or develops independently of this Agreement, together with all improvements to them that are of general application. The Provider keeps all Intellectual Property in the Provider Materials.

23.2 Licence. If any Provider Materials are included in a Deliverable, or are needed to use it, the Provider grants the Client a non-exclusive, perpetual, irrevocable, royalty-free licence to use, copy and modify those Provider Materials as part of the Deliverable for the Client's business purposes. The licence may be transferred only together with the Deliverable.

23.3 Third-party materials. The Provider will not include any third-party materials, including open source software, in a Deliverable unless it has identified them in writing and the Client has agreed. The Provider will ensure that the Client receives a licence to those materials on terms that allow the Client to use the Deliverable as intended.

23.4 General skill. Nothing in this Agreement prevents the Provider from using the general skill, knowledge and experience that it gained in performing the Services, if it does not use or disclose the Client's Confidential Information or infringe the Assigned IP.

24. Warranties

24.1 Provider warranties. The Provider warrants that:

(a) it will perform the Services to the standard in Clause 6.2;

(b) each Deliverable will meet its Acceptance Criteria on acceptance and will be free from material defects during the defects period in Clause 8.7;

(c) the Deliverables and the Client's use of them as permitted by this Agreement will not infringe the Intellectual Property of any third party;

(d) it holds every licence, registration and permit needed for the Services;

(e) it will comply with Applicable Law in performing the Services; and

(f) the information it gave the Client before the Effective Date about its experience, qualifications and personnel is accurate.

24.2 Client warranties. The Client warrants that it has the right to make Client Property available to

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the Provider for the Services, and that the use of Client Property as instructed by the Client will not infringe any third-party right.

24.3 Statutory rights. These warranties are in addition to the Client's rights under Applicable Law, including the CPA where it applies, and do not limit them.

24.4 Other warranties. To the extent the law allows, and except where the CPA applies, the Parties do not give any warranty other than those set out in this Agreement.

25. Limitation of liability

IMPORTANT: THIS CLAUSE LIMITS THE PROVIDER'S LIABILITY TO THE CLIENT. THE CLIENT SHOULD READ IT CAREFULLY BEFORE SIGNING AND MUST INITIAL IT.

25.1 Cap. Subject to Clause 25.3, the total liability of each Party to the other under or in connection with this Agreement, whether in contract, delict or otherwise, will not exceed [Liability cap: _____].

25.2 Indirect loss. Subject to Clause 25.3, neither Party is liable to the other for loss of profit, loss of business, loss of goodwill or any indirect or consequential loss, even if the loss was foreseeable.

25.3 No limit. Nothing in this Agreement limits or excludes either Party's liability for:

(a) gross negligence, fraud or wilful misconduct;

(b) death or bodily injury caused by its negligence;

(c) a breach of Clause 20 (Confidentiality) or Clause 21 (Protection of personal information);

(d) its indemnities in Clause 26;

(e) the Client's duty to pay the Fees properly due; or

(f) any liability that Applicable Law, including the CPA, does not allow to be limited or excluded.

25.4 Mitigation. Each Party will take reasonable steps to mitigate any loss it suffers because of the other Party's breach.

25.5 Client acknowledgment. The Client confirms that the Provider drew this Clause 25 and Clause 26 to the Client's attention before the Client signed this Agreement, that the Client had a fair opportunity to read and understand them, and that the Client agrees to them.

Client's initials: [Client's initials (liability and indemnity clauses): _____]

26. Indemnities

IMPORTANT: UNDER THIS CLAUSE THE CLIENT MAY HAVE TO MAKE GOOD A LOSS OF THE PROVIDER. THE CLIENT SHOULD READ IT CAREFULLY AND MUST INITIAL IT.

26.1 Provider indemnity. The Provider indemnifies the Client against all third-party claims, and the resulting losses, damages, fines and reasonable legal costs, arising from:

(a) any claim that the Deliverables or the Client's permitted use of them infringe a third party's Intellectual Property;

(b) death, bodily injury or damage to property caused by the negligence or wilful misconduct of the

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Provider, its personnel or subcontractors;

(c) a breach of Clause 21 by the Provider, its personnel or sub-operators; and

(d) any claim by the Provider's personnel or by a tax or labour authority relating to their employment or remuneration.

26.2 Client indemnity. The Client indemnifies the Provider against all third-party claims, and the resulting losses, damages and reasonable legal costs, arising from any claim that the Provider's use of Client Property in accordance with the Client's instructions infringes a third party's Intellectual Property.

26.3 Procedure. A Party that wants to rely on an indemnity will: (a) notify the indemnifying Party in writing promptly after it becomes aware of the claim; (b) allow the indemnifying Party to conduct the defence and any settlement, provided that no settlement may impose an obligation on the indemnified Party without its consent; and (c) give reasonable assistance at the indemnifying Party's cost. A delay in notice reduces the indemnity only to the extent that the delay caused prejudice.

26.4 Infringement remedy. If a Deliverable is, or in the Provider's reasonable opinion is likely to be, the subject of an infringement claim, the Provider will at its own cost obtain the right for the Client to keep using it, or modify or replace it so that it does not infringe without loss of function. If neither is reasonably possible, the Provider will refund the Fees paid for that Deliverable.

Client's initials: [Client's initials (liability and indemnity clauses): _____]

27. Insurance

27.1 Required cover. During the term of this Agreement and for 3 years after it ends, the Provider will maintain with a reputable insurer authorised in South Africa the following insurance: [Insurance the provider must carry: _____].

27.2 Evidence. The Provider will give the Client a certificate of insurance within 10 Business Days after the Effective Date and after each renewal, and whenever the Client reasonably asks.

27.3 Changes. The Provider will notify the Client in writing within 5 Business Days if any required policy is cancelled, not renewed or materially reduced, and will replace it without delay.

27.4 No limit. The insurance does not limit the Provider's liability under this Agreement. The Provider will not do anything that would entitle an insurer to refuse a claim.

28. Non-solicitation of staff

28.1 Non-solicitation. During the term of this Agreement and for [Non-solicitation period after the agreement ends (months): _____] months after it ends, neither Party will, without the other Party's prior written consent, directly or indirectly solicit or offer employment or engagement to any employee of the other Party who was directly involved in the Services during the last 12 months of the term.

28.2 Exceptions. Clause 28.1 does not prevent a Party from employing a person who responds to a general advertisement not directed at the other Party's employees, or who approaches it on his or her own initiative.

28.3 Reasonableness. The Parties regard the restriction in Clause 28.1 as reasonable to protect each Party's investment in its workforce and confidential information. If a court finds the restriction unreasonable, the Parties ask the court to enforce it to the extent it finds reasonable.

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28.4 Placement fee. If a Party breaches Clause 28.1, it will pay the other Party, as its agreed pre-estimate of loss, an amount equal to 25% of the gross annual remuneration of the person concerned, which a court may reduce if it is out of proportion to the prejudice suffered. The other Party may claim this amount or damages, but not both.

29. Breach and termination

29.1 Breach and cure. If a Party (the "Defaulting Party") commits a material breach of this Agreement, the other Party may give it written notice that describes the breach and requires it to remedy the breach within [Business Days to remedy a breach: _____] Business Days after receipt of the notice. If the Defaulting Party fails to remedy the breach in that period, the other Party may, without limiting its other rights:

(a) claim specific performance of the Defaulting Party's obligations; or

(b) cancel this Agreement, or only the affected Statement of Work, by further written notice,

in either case with a claim for damages.

29.2 Where section 14 of the CPA applies. Where Clause 16.3 applies because section 14 of the CPA applies, the Provider may cancel this Agreement only in accordance with Clause 16.3(c), and the cure period in Clause 29.1 for a breach by the Client is not less than 20 Business Days.

29.3 Immediate termination. Either Party may terminate this Agreement immediately by written notice if the other Party:

(a) is placed under provisional or final liquidation, sequestration, business rescue or judicial management, or a similar procedure, to the extent the law allows termination in that case;

(b) compromises or attempts to compromise with its creditors generally; or

(c) commits a breach that is not capable of remedy, such as a serious breach of Clause 20 or Clause 21, or an act of fraud or dishonesty related to this Agreement.

29.4 Termination for convenience. Where Clause 16.3 does not apply, the Client may terminate this Agreement, or any Statement of Work, for any reason by giving the Provider at least [Notice for the client to terminate for convenience (days): _____] days' written notice. The Client will then pay for the Services properly performed up to the termination date and for the reasonable, documented costs that the Provider cannot avoid and incurred in reliance on the Agreement before the notice.

29.5 Client cancellation under the CPA. Where Clause 16.3 applies because section 14 of the CPA applies, the Client's cancellation rights are those in Clause 16.3(b) and Clause 17, and Clause 29.4 does not limit them.

30. Consequences of termination and survival

30.1 Payment on termination. On termination for any reason, the Client will pay the Provider for Services properly performed and accepted up to the termination date, less any amounts the Client is entitled to deduct. The Provider will refund any Fees paid in advance for Services not yet performed within 15 Business Days.

30.2 Handover. On termination, the Provider will promptly:

(a) deliver to the Client all completed Deliverables and all work in progress for which the Client has paid or will pay;

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(b) return Client Property in accordance with Clause 9.4(d);

(c) return or destroy Confidential Information and Personal Information in accordance with Clauses 20.5 and 21.9; and

(d) for up to 30 days, at the Fees in Annexure B, give reasonable assistance to transfer the Services to the Client or a new provider, if the Client asks for it in writing.

30.3 Accrued rights. Termination does not affect the rights and remedies of either Party that accrued before termination.

30.4 Survival. Clauses 9.4(d), 13, 15, 20, 21, 22, 23, 25, 26, 27, 28, 30, 32, 33, 37 and every other provision that by its nature should continue survive termination of this Agreement.

31. Force majeure

31.1 Meaning. "Force Majeure" means an event beyond the reasonable control of the affected Party that it could not reasonably have foreseen or prevented, including natural disasters, fire, flood, epidemic, war, riot, civil unrest, an act of government, a national state of disaster, and widespread failure of public power or telecommunications that the affected Party could not reasonably overcome by back-up arrangements. Force Majeure does not include load-shedding or a power failure for which a provider of the relevant services would reasonably be expected to have back-up power, a lack of funds, or a strike by the affected Party's own personnel.

31.2 Relief. A Party affected by Force Majeure is not liable for a failure or delay in performing its obligations, other than an obligation to pay money, to the extent the failure or delay is caused by the Force Majeure, if it:

(a) notifies the other Party in writing as soon as reasonably possible, describing the event and its expected effect;

(b) takes all reasonable steps to reduce the effect of the event and to resume performance; and

(c) resumes performance as soon as reasonably possible.

31.3 Fees. The Client is not required to pay for Services that are not performed because of Force Majeure.

31.4 Extended Force Majeure. If Force Majeure prevents a Party from performing a material obligation for more than 30 consecutive days, either Party may terminate the affected Statement of Work by written notice, and Clause 30 applies.

32. Dispute resolution

32.1 Negotiation. If a dispute arises out of or in connection with this Agreement, either Party may give the other a written dispute notice. Senior representatives of the Parties with authority to settle will meet, in person or online, within 10 Business Days after the notice to try to resolve the dispute in good faith.

32.2 Mediation. If the dispute is not resolved within 15 Business Days after the dispute notice, either Party may refer it to mediation by a mediator agreed by the Parties or, failing agreement within 5 Business Days, nominated by [Body that nominates a mediator: _____]. The Parties will share the mediator's fees equally and bear their own costs.

32.3 Arbitration or court. If the dispute is not resolved within 30 Business Days after the referral to mediation, either Party may [Final forum for disputes: _____]. Any arbitration will take

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place in [Seat of arbitration: _____], in English, before one arbitrator, and the award will be final and binding, subject to any review the law allows.

32.4 Urgent relief. This Clause 32 does not prevent a Party from approaching a competent court for urgent interim relief.

32.5 Statutory forums. Where the CPA applies, nothing in this Clause 32 limits the Client's right to refer a complaint to any forum, ombud or regulator that the CPA or other Applicable Law makes available.

32.6 Prescription. The Parties record that a claim for unpaid Fees or damages under this Agreement may prescribe three years after the debt becomes due. Each Party remains responsible for protecting its own claims, including by instituting proceedings, while the procedures in this Clause 32 are under way.

32.7 Continued performance. While a dispute is being resolved, the Parties will continue to perform their obligations that are not in dispute.

32.8 Consumer disputes. Where the CPA applies, the Client is not obliged to refer a dispute to mediation or arbitration. Arbitration under Clause 32.3 takes place only if the Client agrees to it in writing after the dispute arises, and the Client may at any time institute proceedings in a court with jurisdiction instead.

33. Domicilium and notices

33.1 Domicilium. Each Party chooses the physical address set out next to its name in Clause 1.1 as its domicilium citandi et executandi, which is the address at which legal documents and notices may be delivered to it. Each Party chooses the email address next to its name in Clause 1.1 for ordinary notices.

33.2 Change of address. A Party may change its domicilium or email address by written notice to the other Party. A new domicilium must be a physical address in the Republic of South Africa, not a post office box, and takes effect 5 Business Days after the other Party receives the notice.

33.3 Delivery. A notice under this Agreement must be in writing in English and may be:

(a) delivered by hand at the domicilium, in which case it is presumed received on the day of delivery if delivered on a Business Day before 17:00, and otherwise on the next Business Day;

(b) sent by registered post, in which case it is presumed received on the seventh Business Day after posting; or

(c) sent by email, in which case it is presumed received on the Business Day after it is sent, unless the sender receives an automatic message that it was not delivered.

33.4 Legal process. Legal process, notices of breach under Clause 29 and notices of cancellation must be delivered by hand or by registered post, with a copy by email, except that a Client to whom the CPA applies may also cancel by email or in another recorded manner.

33.5 Actual receipt. A written notice that a Party actually receives is adequate even if it was not sent in a way this Clause 33 requires.

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34. Cession and delegation

34.1 Client. The Client may not cede its rights or delegate its obligations under this Agreement without the Provider's prior written consent, which the Provider will not unreasonably withhold. The Client may, however, cede its rights to a company in its own group on written notice to the Provider.

34.2 Provider. The Provider may not cede its rights or delegate its obligations under this Agreement, including by sale of its business, without the Client's prior written consent. The Provider may cede its right to receive payment of the Fees to a bank or financier on written notice to the Client.

34.3 Effect. A cession or delegation in breach of this Clause 34 is void. A permitted cessionary or delegate must agree in writing to be bound by this Agreement.

35. Whole agreement, variation, no indulgence and severability

35.1 Whole agreement. This Agreement, including its Annexures and each signed Statement of Work, contains the whole agreement between the Parties about its subject matter. Neither Party relies on any statement, promise or representation that is not recorded in it. This Clause 35.1 does not exclude liability for fraudulent misrepresentation or any right of the Client under the CPA.

35.2 Variation in writing. No addition to, variation of, or agreed cancellation of this Agreement, including this Clause 35.2, has any effect unless it is in writing and signed by or for both Parties. An exchange of emails is not enough for this purpose, except for a Change Request that both Parties sign electronically under Clause 38.

35.3 No indulgence. No latitude, extension of time or other indulgence that a Party gives the other, and no delay in enforcing a right, operates as a waiver or novation of that Party's rights. A waiver binds only if it is in writing and signed by the Party that gives it.

35.4 Severability. Each provision of this Agreement is severable. If a provision is found to be invalid, unenforceable or unlawful, it is treated as deleted to the extent necessary, and the remaining provisions continue in full force.

35.5 Copy of the Agreement. The Provider will give the Client a free copy of this Agreement, signed or unsigned, including Annexure B with its itemised break-down of the Client's financial obligations, when the Agreement is concluded. Where the CPA applies, this Agreement binds the Client whether or not the Client has signed it, as the CPA provides.

35.6 Third parties. No person who is not a Party has any right under this Agreement, unless the Agreement expressly states otherwise.

35.7 Further acts. Each Party will sign all documents and do all things reasonably necessary to give effect to this Agreement.

36. Costs

36.1 Own costs. Each Party will bear its own legal and other costs of negotiating, preparing and signing this Agreement.

36.2 Enforcement costs. If a Party has to enforce this Agreement in legal proceedings and succeeds, the other Party will pay its legal costs as awarded by the court or arbitrator. Where the CPA applies, the Client is liable only for costs that a court or arbitrator orders and that the law permits.

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37. Governing law and jurisdiction

37.1 Governing law. This Agreement is governed by and must be interpreted in accordance with the law of the Republic of South Africa.

37.2 Jurisdiction. Subject to Clause 32, the Parties consent to the jurisdiction of the [Court for proceedings: _____] for any proceedings that arise out of or in connection with this Agreement.

37.3 Consumer forum. Where the CPA applies, nothing in this Clause 37 prevents the Client from instituting proceedings in a court that has jurisdiction over the area in which the Client lives or does business.

38. Counterparts and electronic signature

38.1 Counterparts. This Agreement may be signed in separate counterparts, each of which is an original, and which together form one agreement.

38.2 Electronic signature. The Parties agree that this Agreement, any Statement of Work and any Change Request may be concluded by data messages and signed electronically. An electronic signature is valid for this purpose if the method used identifies the signatory and indicates his or her approval of the document, and if it is as reliable as is appropriate for the purpose. An agreement is not without legal force merely because it was concluded electronically.

38.3 Advanced electronic signature. Where a law requires a signature and does not state the type, such as for the assignment of copyright in Clause 22, an electronic signature meets that requirement only if it is an advanced electronic signature. The Parties will use an advanced electronic signature, or sign that document on paper, in those cases.

38.4 Delivery of signed copies. A scanned or electronically signed copy of this Agreement delivered by email has the same effect as an original signed copy.

Signed by the Parties on the dates and at the places shown below. By signing, each signatory confirms that he or she is authorised to sign for the Party named and that the Client has initialled Clauses 25 and 26.

For the CLIENT: [Client's full legal name: _____]
Signature:
Name: [Name of the person signing for the client: _____]
Capacity: [Capacity of the client's signatory: _____]
Date:
Place: [Place where the client signs: _____]

As witnesses:
Witness one, signature and name:
Witness two, signature and name:

For the PROVIDER: [Provider's full legal name: _____]
Signature:
Name: [Name of the person signing for the provider: _____]
Capacity: [Capacity of the provider's signatory: _____]
Date:
Place: [Place where the provider signs: _____]

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As witnesses:
Witness one, signature and name:
Witness two, signature and name:

ANNEXURE A: STATEMENT OF WORK AND SERVICE LEVELS

This Annexure forms part of the Service Agreement between [Client's full legal name: _____] and [Provider's full legal name: _____] with Effective Date [Effective date: _____].

A1. Project or service name: [Project or service name: _____]

A2. Description of the Services: [Description of the services: _____]

A3. Deliverables, formats and due dates: [Deliverables, formats and due dates: _____]

A4. Excluded from the Services: [What the services exclude: _____]

A5. Place where the Services are performed and service hours: [Place and hours of the services: _____]

A6. Start date and milestones: [Start date and milestones: _____]

A7. Service Levels: [Service levels: _____]

A8. Service credits and delay penalties (if any): [Service credits and delay penalties: _____]

A9. Acceptance Criteria: [Acceptance criteria: _____]

A10. Reporting and meetings: [Reporting and meetings: _____]

A11. Client obligations and inputs: [Client obligations and inputs: _____]

A12. Key Personnel: as stated in Clause 7.2.

A13. Approved subcontractors: [Approved subcontractors: _____]

A14. Vetting requirements (if any): [Vetting requirements: _____]

A15. Client representative: [Client's representative for the services: _____]

A16. Provider representative: [Provider's representative for the services: _____]

ANNEXURE B: FEES AND PAYMENT SCHEDULE

B1. Fee basis: [Fee basis: _____]

B2. Itemised break-down of the Client's financial obligations: [Itemised break-down of the client's financial obligations: _____]

B3. Total price, showing VAT: [Total price showing VAT: _____]

B4. Deposit (Clause 12.2): [Deposit amount: _____], credited against [Invoice the deposit is credited against: _____]

B5. Invoicing dates or milestones: [Invoicing dates or milestones: _____]

B6. Hourly or daily rates for additional work and transition assistance: [Rates for additional work: _____]

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B7. Expenses that may be reimbursed, and per-kilometre rate: [Reimbursable expenses and per-kilometre rate: _____]

B8. Fee review (if any): [Fee review: _____]

B9. Payment terms: as stated in Clause 12.5. **Interest on late payment:** the Prescribed Rate, as stated in Clause 15.1.

ANNEXURE C: CHANGE REQUEST FORM

Service Agreement between [Client's full legal name: _____] and [Provider's full legal name: _____], Effective Date [Effective date: _____].

C1. Change Request number and date:

C2. Requested by (Party and name):

C3. Statement of Work affected:

C4. Description of the change and reason for it:

C5. Effect on the Services and Deliverables:

C6. Estimate of the change in Fees and expenses (including VAT):

C7. New total price for the affected Statement of Work:

C8. Effect on timetable, milestones and Service Levels:

C9. Estimate valid until:

The Parties authorise the change and the estimate above. All other terms of the Agreement remain unchanged. This Change Request binds the Parties only when both of them have signed it.

For the Client: Signature, name and date:

For the Provider: Signature, name and date:

ANNEXURE D: PERSONAL INFORMATION PROCESSING SCHEDULE

This Annexure applies where the Provider processes Personal Information as operator for the Client under Clause 21.

D1. Purpose of the processing: [Purpose of processing personal information: _____]

D2. Categories of data subjects: [Categories of data subjects: _____]

D3. Categories of Personal Information, including any special personal information: [Categories of personal information: _____]

D4. Processing activities: [Processing activities: _____]

D5. Places of processing and storage, including approved countries outside South Africa: [Places of processing and storage: _____]

D6. Minimum security measures: [Minimum security measures: _____]

D7. Approved sub-operators: [Approved sub-operators: _____]

D8. Retention period and method of return or destruction: [Retention and return or destruction: _____]

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D9. Contact for security compromises: [Contact for security compromises: _____]

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