Terms and Conditions

1. Definitions

In this Agreement, the following terms shall bear the following meanings:

1.1 "**Affected Party**" bears the meaning assigned to that term in clause 11.1;

1.2 "**Agreement**" means the quotation together with these terms and conditions together with any annexure or addendum hereto;

1.3 "**Anniversary Date**" means the anniversary of the Commencement Date for the duration of the Term;

1.4 "**Business Day**" means any day other than a Saturday, Sunday, or public holiday declared as such in South Africa;

1.5 "**Client**" means the entity to whom the Quotation is addressed; typically, the employer;

1.6 "**Consultant**" means the person providing the Services to the employer;

1.7 "**Commencement Date**" means the date on which the Client accepts this Quotation, or the revised Quotation as contemplated in clause 4.1;

1.8 "**Confidential Information**" means all confidential and proprietary information disclosed by the Disclosing Party to the Receiving Party whether prior to or after the Signature Date. "**Confidential Information**" shall include all information regarding the affairs of the Disclosing Party which comes to the attention of the Receiving Party pursuant to the conclusion of this Agreement;

1.9 "**CPI**" means the Consumer Price Index (or its successor publication) published from time to time by Statistics South Africa or its successor;

1.10 "**CPI Change**" means the percentage change in CPI which shall be determined by calculating comparing CPI as at 3 months prior to the Anniversary Date with CPI as at 15 months prior to the Anniversary Date;

1.11 "**Disclosing Party**" bears the meaning assigned to that term in clause 6.1;

1.12 **"Force Majeure"** shall means all circumstances beyond the reasonable control of the Affected Party including wars, riots, civil commotion, natural physical disasters, strikes or industrial action by either Party's employees (provided such strikes and industrial action are legal and further provided that they are industry-wide and not limited solely to the employees of the Affected Party), any action by government or a public authority and all other circumstances beyond the reasonable control of the Affected Party, but excluding lack of funds or lack of access to available funds;

1.13 "**Information Regulator**" means the Information Regulator established in terms of POPIA;

1.14 "**JPC**" means Joint Prosperity Consulting Proprietary Limited (registration number 2021/), a private company incorporated and registered in accordance with the laws of South Africa;

1.15 "**Parties**" refers collectively to the Client and JPC and "**Party**" refers to either of them individually;

1.16 "**Personal Information**" means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including:

1.16.1. information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;

1.16.2. information relating to the education or the medical, financial, criminal or employment history of the person;

1.16.3. any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier, or other particular assignment to the person;

1.16.4. the biometric information of the person;

1.16.5. the personal opinions, views, or preferences of the person;

1.16.6. correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;

1.16.7. the views or opinions of another individual about the person; and

1.16.8. the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;

or as the definition of "**Personal Information**" is amended in POPIA from time to time;

1.17 "**POPIA**" means the Protection of Personal Information Act 4 of 2013;

1.18 "**Process**" means any operation or activity or any set of operations, whether by automatic means, concerning personal information, including:

1.18.1. the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, or use;

1.18.2. dissemination by means of transmission, distribution or making available in any other form; or

1.18.3. merging, linking, as well as restriction, degradation, erasure, or destruction of information;

or as the term "**Process**" is amended in POPIA from time to time;

1.19 "**Quotation**" means the quotation to which these terms and conditions are appended;

1.20 "**Receiving Party**" bears the meaning assigned to that term in clause 6.1;

1.21 "**Services**" mean the Consulting Servcices and services more fully described in the Quotation;

1.22 "**South Africa**" means the Republic of South Africa;

1.23 "**Tax Invoice**" bears the meaning assigned to that term in section 1 of the VAT Act;

1.24 "**Term**" means the duration of this Agreement calculated from the Commencement Date until the Termination Date;

1.25 "**Termination Date**" means the date of termination of this Agreement for whatever reason and includes the Expiry Date; and

1.26 "**VAT**" means value-added tax levied in terms of the Value-Added Tax Act 89 of 1991.

2. Interpretation

In the interpretation of this Agreement:

2.1 clause headings are for convenience and reference purposes only and shall not be used in the interpretation, modification, or amplification of any of the provisions hereof;

2.2 a reference to:

2.2.1. a Party, shall include a reference to that Party's successors-in-title including that Party's executors, administrators, trustees, liquidators, and assigns;

2.2.1.1. any gender shall refer to the other genders;

2.2.1.2. the singular shall include a reference to the plural and vice versa;

2.2.1.3. a natural person shall include reference to a juristic person;

2.2.1.4. a regulatory enactment shall be a reference to that enactment as at the Signature Date and as amended or re-enacted from time to time;

2.2.1.5. a consecutive series of two or more clauses shall be deemed to be inclusive of the first and the last clause as well as all clauses between the first clause and the last clause; and

2.2.1.6. "**acting as an expert and not as an arbitrator**" in terms of this Agreement means that:

2.2.1.6.1. the expert shall be entitled to determine such methods and processes as he, in his sole discretion, may deem appropriate in the circumstances, provided that he may not adopt any processes which are manifestly biased, unfair, or unreasonable;

2.2.1.6.2. the expert shall jointly consult with the Parties (provided that the extent of the expert's consultation shall be in his sole discretion) prior to rendering a determination;

2.2.1.6.3. subject to clause 6, the expert shall be entitled to take advice from any person considered by him to have expert knowledge with reference to the matter in question;

2.2.1.6.4. the determination of the expert shall, it the absence of manifest error, be final and binding on the Parties;

2.2.1.6.5. the expert shall make his determination in writing; and

2.2.1.6.6. subject to any express provision to the contrary, the expert shall determine the liability for his charges, which shall be paid accordingly;

2.3 where any term is defined in the context of a clause and not specifically in clause 1, it shall bear the meaning assigned to that term in that clause;

2.4 if any provision set out in clause 1 is a substantive provision setting out the rights and obligations of the Parties, effect shall be given thereto as if such provision were located elsewhere in this Agreement and not only in clause 1;

2.5 unless otherwise provided, defined terms appearing in this Agreement in title case shall be given their meaning as defined, whilst the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning;

2.6 where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention;

2.7 the use of the term "**including**" (or a term similar thereto) followed by specific examples shall not be construed as limiting the meaning of the general wording preceding such term;

2.8 where any provision requires any Party to perform any act in writing, it shall be competent for the Parties to use the medium of e-mail, save insofar as any provision of this Agreement specifically prohibits the use of e-mail;

2.9 if any conflict arises between the provisions in the body of this Agreement and any annexure, the provisions set out in the body of this Agreement shall prevail;

2.10 where the day on or by which anything to be done is not a Business Day, it shall be done on the first Business Day thereafter; and

2.11 where any number of days is prescribed in this Agreement, such number of days shall be determined by excluding the first day and including the last day.

2.12 this Agreement is the product of negotiation between the Parties and accordingly:

2.12.1. no reference shall be made to prior drafts of this Agreement in its interpretation, nor shall such prior drafts be referred to as constituting evidence of any matter relating to this Agreement or its conclusion; and

2.12.2. the rule of interpretation that a contract shall be interpreted against the Party responsible for drafting same (or a provision thereof) and any similar rules of interpretation shall not be applied in the interpretation of this Agreement;

2.13 this Agreement shall be binding and enforceable on the successors-in-title of the Parties as if such third Parties themselves had signed this Agreement;

2.14 no provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a Party; and

2.15 the interpretation of this Agreement shall not affect those provisions which either expressly provide that they will operate after such termination or which, of necessity, must continue to have effect after such termination even if those clauses themselves do not expressly provide for this.

3. Quotation

3.1 The Quotation relates to the provision of the Services by JPC to the Client.

3.2 All items not specified in the Quotation are specifically excluded from the scope of thereof and should the Client require JPC to provide additional services (including other tools or services), an additional quotation will be provided by JPC to the Client.

4. Fees

4.1 JPC shall provide the Client with a quotation for fees payable in respect of the consulting services ("**Consulting Fees**"). The Quotation shall be valid for a period of 7 working days and JPC reserves the right to revise the Quotation thereafter.

4.2 On acceptance of the quotation by the Client, JPC shall commence with the agreed work

4.3 All Quotations are excluding VAT.

4.4 JPC shall issue a Tax Invoice for the full services, including VAT, on completion of the work.

4.5 Settlement of the full invoice is due within 30 days from the date of issue of the invoice.

4.6 Withholding Tax

4.6.1. Where applicable, the tax withholding certificate must reach the JPC offices within 30 days of payment. Failing this an additional invoice will be issued to recover the withholding tax amount

4.7 Fees relating to Projects that will exceed 30 days to complete:

4.7.1. On acceptance of the quotation by the Client, JPC shall issue a Tax Invoice to the Client for 50% of the Project Fees.

4.7.2. Work will commence on receipt of the 50% payment.

4.7.3. JPC shall issue a further Tax Invoice for the balance of the Project Invoice once the project has been completed.

4.7.4. Payment will be due within 30 days of the date of the 2nd invoice.

4.8 Projects with a duration longer than 60 days will be billed 40% on commencement of the project, 30% midway through the project , and balance on completion of the project

4.9 50% of the full costs will apply for workshops cancelled with less than 1 weeks' notice

5. Intellectual Property

5.1 In rendering the Services, JPC shall utilise its pre-existing intellectual property. No proprietary rights in and to the pre-existing intellectual property shall be deemed to have been transferred by JPC to the Client pursuant to the conclusion of this Agreement.

5.2 In rendering the Services, if JPC has developed customised tools and other documentation for the Client which is based on JPC's pre-existing intellectual property rights ("**Developed IP**"), JPC will specifically conclude a license agreement with the Client for the use the Developed IP in the Client's business operations in South Africa.

6. Confidentiality

6.1 Each Party ("**Receiving Party**") acknowledges that the Confidential Information of the Party disclosing such Confidential Information ("**Disclosing Party**") that it may have acquired, or which may have come to its attention pursuant to the negotiation, conclusion, and implementation of this Agreement is a valuable, special, and unique asset of the Disclosing Party and accordingly that it is only to be used in accordance with this Agreement.

6.2 The Receiving Party shall keep secret and confidential and shall not disclose the Confidential Information to any person (save as may be strictly necessary for the purpose of giving effect to this Agreement) without the prior written consent of the Disclosing Party, which consent may be withheld in the sole and absolute discretion of the Disclosing Party.

6.3 The provisions of clause 6 shall apply to all Confidential Information even if such Confidential Information was disclosed prior to the production of any draft of this Agreement and/or the Signature Date.

6.4 The provisions of this clause 6 shall supersede and replace the provisions of any confidentiality and/or non-disclosure agreement concluded between the Parties prior to the Signature Date.

6.5 The Receiving Party shall not use the Confidential Information of the Disclosing Party for its own benefit other than pursuant to this Agreement provided that this obligation shall not extend to information:

6.5.1. which is in or comes into the public domain otherwise than through the default of the Receiving Party;

6.5.2. the disclosure whereof is agreed to by the Parties;

6.5.3. which is properly available to the public or disclosed or divulged pursuant to an order of a Court of competent jurisdiction subject to clause 6.8;

6.5.4. the disclosure whereof is required by applicable law or regulatory authority subject to clause 6.8;

6.5.5. which is already known to the Receiving Party and is not subject to an obligation of confidence;

6.5.6. which is independently developed by the Receiving Party without using proprietary information of the Disclosing Party; and/or

6.5.7. which is rightfully received from any third Party.

6.6 The Receiving Party shall be entitled to disclose the Confidential Information on a "need to know" basis to its staff and advisers, provided that in doing so:

6.6.1. it notifies such staff and advisers that they are bound by the confidentiality undertakings in this Agreement; and

6.6.2. it indemnifies and holds the Disclosing Party harmless from any loss or damage which the Disclosing Party may sustain because of such disclosure.

6.7 The Receiving Party shall employ reasonable measures to protect the Confidential Information and shall securely store all Confidential Information in whatever medium or format so that, subject to the provisions of clause 6.6, only individuals who are entitled to access the Confidential Information are able to do so.

6.8 If the Receiving Party is compelled in law to disclose the Confidential Information to any third Party:

6.8.1. it shall immediately notify the Disclosing Party thereof to enable the Disclosing Party to consent to such disclosure and/or to seek an appropriate order preventing such disclosure to the extent that this is permitted by applicable law;

6.8.2. insofar as the Disclosing Party has consented to such disclosure or a Court of competent jurisdiction has ordered such disclosure:

6.8.2.1. the Receiving Party shall only disclose the Confidential Information that is directly relevant to the purpose for which it is sought, and the Receiving Party shall not disclose all Confidential Information of the Disclosing Party in the Receiving Party's possession or under its control; and

6.8.2.2. the Confidential Information disclosed by the Receiving Party in terms of clause 6.8.2.1 shall remain protected by this clause 6 despite such disclosure; provided that such disclosed Confidential Information is not generally available to the public without undue effort and without a person seeking access to such Confidential Information having to prove a right to access that Confidential Information in terms of any applicable laws.

6.9 Upon becoming aware of any loss or unauthorised use or disclosure of the Disclosing Party's Confidential Information, the Receiving Party shall, as soon as is reasonably practicable in the circumstances, notify the Disclosing Party thereof in writing. The Receiving Party shall use reasonable commercial endeavours to assist the Disclosing Party in remedying such unauthorised use or disclosure at its own cost.

6.10 No provision of this Agreement shall be construed as:

6.10.1. granting a license to the Receiving Party to use the Disclosing Party's Confidential Information;

6.10.2. transferring any proprietary rights in and to the Disclosing Party's Confidential Information to the Receiving Party; or

6.10.3. granting the Receiving Party a right of access to the Disclosing Party's Confidential Information in terms of any applicable laws.

6.11 Within 14 days of the Termination Date, the Receiving Party shall:

6.11.1. return all Confidential Information of the Disclosing Party to the Disclosing Party in whatever format;

6.11.2. expunge all Confidential Information of the Disclosing Party from its electronic media without retaining copies of same;

provided that the Receiving Party shall be entitled to retain a copy of the Disclosing Party's Confidential Information for legal archival purposes; in which event this clause 6 shall survive for so long as the Receiving Party is in possession of the Disclosing Party's Confidential Information despite the termination of this Agreement.

7. Data Protection

7.1 In performing its obligations in terms of this Agreement, JPC, shall Process the Personal Information of the Client.

7.2 By signing this Agreement, the Client on its own behalf and on behalf of the Employer:

7.2.1. consents to the Processing and further Processing of their Personal Information and, in the case of the Client, of its shareholders, directors, officers, employees, agents, and suppliers (**"Party Personal Information"**) by JPC as contemplated in this Agreement and for other reasonably incidental reasons; and

7.2.2. consents to the cross-border Processing of the Party Personal Information to the extent that JPC is required to transfer the Party Personal Information cross-border (if the Client is based outside of South Africa) or such cross-border Processing is necessarily incidental to the utilisation of cloud-based software with servers located in other countries; provided that the protections afforded by the laws of the country in which such servers are based provide regulatory protections that are equal to or exceed the regulatory protections provided in terms of POPIA.

7.3 JPC shall:

7.3.1. comply with POPIA including taking all reasonable technical and organisational measures to protect the the Party Personal Information against loss, damage, unauthorised destruction, unlawful access, and/or unlawful Processing including by:

7.3.1.1. identifying all reasonably foreseeable internal and external risks to the Party Personal Information in JPC's possession or under its control;

7.3.1.2. establishing and maintaining appropriate safeguards against the identified data protection risks (**"Safeguards"**);

7.3.1.3. regularly verifying that the Safeguards are effectively implemented; and

7.3.1.4. ensuring that the Safeguards are continually updated in response to new risks or deficiencies in previously implemented Safeguards.

7.4 Where there are reasonable grounds to believe that the Party Personal Information has been lost, damaged, accessed, or acquired by any unauthorised person, or that there has been a compromise of security measures implemented by JPC (**"Data Breach"**), JPC shall:

7.4.1. promptly notify the Client and provide full details of the Data Breach as soon as reasonably practicable following the Data Breach coming to the attention of JPC;

7.4.2. reasonably co-operate with the Client in investigating the Data Breach;

7.4.3. take all reasonable steps to prevent the recurrence of such Data Breach;

7.4.4. provide its reasonable assistance to the Client in notifying the Information Regulator and/or the Candidate at the direction of the Client and/or the Information Regulator; and

7.4.5. to the extent permissible in terms of POPIA, not engage with directly with the Information Regulator or in any way publicise any information regarding a Data Breach without the express prior written consent of the Client.

8. Non-solicitation

8.1 Subject to clause 8.3, the Parties agree that they will not directly or indirectly employ (whether on a contractual basis, permanent basis or by secondment) or solicit for employment, nor contract nor offer to contract with, any employee of the other Party to the extent that such employee was directly involved in relation to the Purpose unless the hiring Party (**"Hiring Party"**) obtains the written consent of the other Party.

8.2 The prohibition in clause 8.1 shall operate for the duration of the Term and for a period of 24 months thereafter.

8.3 The hiring of an employee of the other Party by the Hiring Party shall not constitute a breach of the provisions of this Agreement if:

8.3.1. the Hiring Party advertised in the public domain and the other Party’s employee responded to such advertisement independently of any encouragement by the Hiring Party; or

8.3.2. if the relevant employee is not directly involved in relation to the Purpose directly.

8.4 The actual damages attributable to a breach of the provisions of clause 8.1 would be difficult to determine and prove. Accordingly, the Parties agree that if a Party breaches clause 8.1, the defaulting Party will promptly pay the other Party liquidated damages in an amount equal to double the employee’s annual salary (including bonuses and incentive compensation) prior to the breach, such sum being a fair and reasonable measure of the damages reasonably anticipated by the Parties and constituting a fair and reasonable penalty as contemplated in the Conventional Penalties Act 15 of 1962.

9. Disbursements

9.1 All sessions will be scheduled online. However, should the Consultant be required to travel to meet with the Client (whether at the Client's offices or elsewhere), the Client may be liable for the payment for travel time (determined at JPC's prevailing hourly rates from time to time) from JPC's offices in Linden, Johannesburg to the agreed venue. Fees will be agreed upon upfront before any travel takes place.

9.2 Should the Consultant be required to travel outside of Gauteng, all travel costs shall either be booked by the Client at its cost or recoverable by JPC from the Client; in either event, the Parties agreeing that the travel expenses shall be incurred on the following basis:

9.2.1. air travel – economy class (flying time less than 6 hours) or business class (flying time more than 6 hours);

9.2.2. accommodation shall be provided at the standard of a City Lodge or similar on a bed and breakfast basis;

9.2.3. car hire for an Avis Group A or similar (including fuel and insurance costs); and

9.2.4. subsistence per consultant per day in the amount of R550.00 or USD 80 in countries other than South Africa).

9.3 If JPC is responsible for making travel arrangements, copies of Tax Invoices and boarding passes (in the case of air travel) shall accompany all Tax Invoices submitted by JPC to the Client, save in respect of the subsistence charge, where the daily subsistence charge shall be levied per day per consultant without Tax Invoices being submitted for actual expenditure incurred.

9.4 JPC shall not be entitled to levy any margin on travel costs incurred which are recoverable from the Client.

10. Invoicing

10.1 Joint Prosperity Consulting Proprietary Limited ("**JPC**") will issue tax invoices for the Consulting Fees (on the basis outlined in paragraph 4.2) together with proof of disbursements (as contemplated in paragraphs 9.29.3).

10.2 All tax invoices shall be paid by the Client to JPC via electronic funds transfer into its banking account, the details whereof are as follows ("**JPC Bank Account**"):

Bank	**Standard Bank**
Branch code	**051001**
Account number	**331915707**
SWIFT code	**SBZA ZA JJ**

10.3 All tax invoices shall be payable strictly within 30 days of date of tax invoice ("**Due Date**").

10.4 The Client acknowledges the risk associated with the interception of email correspondence and phishing attacks. As such, the Client shall not make payment of any amount into a bank account other than the JPC Bank Account unless the details of the JPC Bank Account are amended by agreement between the Parties signed by their duly authorised representatives.

10.5 If the Client fails to make payment of any tax invoice by the Due Date, JPC shall be entitled to levy interest on any outstanding amount at the prime overdraft rate of interest publicly quoted by the South African Reserve Bank on its website from time to time. Interest shall be calculated daily from the Due Date until date of payment in full and shall be compounded monthly.

10.6 If the Client makes any payment under this Agreement in respect of which it is required to make any deduction or withholding, it shall pay the full amount required to be deducted or withheld to the relevant taxation or other authority within 30 days of the date of deduction of withholding and shall deliver to JPC, within 30 days after it has made such payment to the applicable authority, an original receipt (or a certified copy) issued by such authority evidencing the payment to such authority of all amounts so required to be deducted or withheld.

10.7 If the Client disputes any amount on any tax invoice, it shall make payment of those amounts which are undisputed and shall notify JPC within 5 Business Days of date of receipt of the tax invoice in writing of the disputed items and the reason for their being disputed.

10.8 Within 5 Business Days of the date of receipt of the written notice referred to in clause 10.7, JPC shall either:

10.8.1. convene a meeting with the Client in relation to the disputed items; or

10.8.2. amend the tax invoice to remove and/or rectify any of the disputed items.

10.9 In circumstances contemplated in:

10.9.1. clause 10.8.2, JPC shall furnish the Client with an amended tax invoice and the Client shall be obliged to make payment of the amounts specified in such amended tax invoice within the period stipulated; and

10.9.2. clause 10.8.1, the Parties shall meet in person or virtually and shall negotiate in a *bona fide* manner to resolve such disputed items.

10.10 If the Parties are unable to resolve the disputed items by agreement, the matter shall be referred to an independent chartered accountant agreed to by the Parties or, failing such agreement, nominated by the chairperson for the time being of the South African Institute of Chartered Accountants ("**SAICA**") who shall decide the matter acting as an expert and not as an arbitrator.

10.11 JPC shall be entitled to apply all payments received from the Client first to the repayment of any interest levied in accordance with the provisions of clause 10.5 and then to the settlement of the oldest outstanding amount due by Client to JPC.

10.12 A certificate under the hand of a director of JPC reflecting all amounts due by the Client to JPC from time to time shall constitute a liquid document for all purposes.

11. Force Majeure

11.1 Neither Party ("**Affected Party**") shall be in breach of its obligations in terms of this Agreement where its inability to comply with any obligation is caused by Force Majeure.

11.2 Notice of the occurrence of the Force Majeure event shall be conveyed by the Affected Party to the other Party ("**Unaffected Party**") as soon as reasonably possible in the circumstances and shall include details of the Force Majeure event, the likely effect that the Force Majeure event may have on the Affected Party's obligations in terms of this Agreement, as well as the potential duration of the Force Majeure event.

11.3 If the effect of the Force Majeure event is such that the obligations of the Affected Party will be suspended for a period of 7 consecutive days or more, the Affected Party's rights and obligations in terms of this Agreement shall be suspended for the period of duration of the Force Majeure event.

11.4 If the Affected Party is unable to perform in terms of this Agreement for a continuous period of at least 30 consecutive days, the Unaffected Party shall be entitled, but not obliged, to terminate this Agreement on the expiry of such 60-day period on 5 Business Days' prior written notice to the Affected Party. In such circumstances, the Unaffected Party shall not have any right of action vis-à-vis the Affected Party save in respect of accrued rights that existed prior to the commencement of the Force Majeure Event.

12. Limitation of liability

12.1 Subject to clauses 12.2 and 12.3, each Party shall be liable to the other for any direct losses or damages (whether arising in contract, delict, on a strict liability basis, or otherwise) sustained as a direct result of the negligent conduct of that Party or anyone for whose conduct it is vicariously liable for at law.

12.2 In no event shall either Party be liable to the other for any indirect or consequential losses and damages including any special or punitive damages.

12.3 The maximum liability of either Party to the other arising from this Agreement shall be limited to the aggregate of all Consulting Fees actually paid by the Client to JPC during the 12 months prior to the cause of action giving rise to the claim.

13. Applicable law

13.1 All matters arising from or in connection with this Agreement, its validity, existence, or termination, shall be determined in accordance with the laws for the time being of South Africa.

13.2 The Parties irrevocably and unconditionally agree to submit any dispute arising from this Agreement to the Magistrate's Court for final determination regardless of the quantum of the claim.

14. Breach

14.1 If a Party ("**Defaulting Party"**) breaches any provision of this Agreement, the other Party ("**Aggrieved Party"**) shall be entitled in writing to demand that the Defaulting Party remedies its breach within 7 days of the date of such notice.

14.2 If the Defaulting Party fails to remedy such breach within the period referred to in clause 14.1, the Aggrieved Party shall be entitled to demand specific performance by the Defaulting Party of its obligations in terms of this Agreement or to cancel this Agreement; in either event without prejudice to the Aggrieved Party's right to claim damages.

14.3 This Agreement shall be deemed to terminate on the day preceding the date of occurrence of a liquidity event relating to either of the Parties which shall include:

14.3.1. an act of insolvency in terms of any applicable insolvency laws being committed by a Party even though that Party is not a natural person;

14.3.2. the granting of a provisional or final liquidation order in respect of a Party or any similar process under any applicable insolvency laws;

14.3.3. a Party entering into a general compromise with its creditors or similar process under any applicable insolvency laws;

14.3.4. the initiation of business rescue proceedings or any analogous proceedings under any applicable insolvency laws;

14.3.5. the award of a judgement by a court of competent jurisdiction against a Party where:

14.3.5.1. the capital amount of such judgement equals or exceeds R1 million; and

14.3.5.2. such capital amount plus interest on the judgement remains outstanding for a period of 30 Business Days following the expiry of the period provided in the relevant rules of court permitting the initiation of rescission, review, or appeal proceedings and the Defaulting Party fails to initiate such proceedings within the timeframes provided for in the applicable rules of court.

15. Notices

15.1 The Parties choose as their respective *domicilia citandi et executandi* the physical addresses specified in clause 15.2 for all purposes arising from this Agreement including the giving of any notice or the serving of any process.

15.2 The Parties nominate the following addresses as the addresses at which all notices in terms of this Agreement are to be addressed:

JPC	Physical	67-9th Street Linden Johannesburg
	Email	meetus@jp.co.za
Company	Physical	67 9Th St, Linden, Randburg, 2194
	Email	meetus@jp.co.za

15.3 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.

15.4 All notices given by any Party to any other Party (**"Addressee"**) shall be delivered by:

15.4.1. hand to the Addressee's physical address and shall be deemed to have been received by the Addressee within one Business Day of the date of delivery; or

15.4.2. email to the Addressee's nominated email address, shall be deemed to have been received by the Addressee within one Business Day of the date of transmission provided that if an automated out-of-office response is received by the sender, the notice shall be deemed to have been delivered within one Business Day of the date of expiry of the period specified in the automated out-of-office response.

15.5 Any Party shall be entitled to change any of its address in clause 15.2 by written notice to any other Party which notice shall be effective on the date on which the notice is deemed to have been received by the Addressee in terms of clause 15.4.

16. General

16.1 The Parties warrant to each other that they have the requisite power, authority, and legal right to sign and perform their obligations in terms of this Agreement and that this Agreement has been duly authorised by the necessary actions of the shareholders and board of directors of such Party and constitutes a valid and binding obligation on such Party.

16.2 This Agreement constitutes the sole record of the agreement of the Parties in terms of the subject matter hereof. Accordingly:

16.2.1. this Agreement supersedes and replaces all prior agreements concluded between the Parties as to the subject matter hereof;

16.2.2. no Party shall be bound by any warranty, representation, promise or the like not recorded in this Agreement;

16.2.3. no addition to or variation, novation or agreed cancellation of this Agreement shall be of any force and/or effect unless reduced to writing and signed by or on behalf of all the Parties;

16.2.4. no suspension of any right to enforce any term of this Agreement and no *pactum de non petendo* shall be of any force and/or effect unless reduced to writing and signed by or on behalf of all the Parties; and

16.2.5. no indulgence which any Party ("**Grantor**") may grant to another Party shall constitute a waiver of the Grantor's rights unless reduced to writing and signed by all the Parties.

16.3 The fact that a Party has waived its rights on one occasion in respect of any default by another Party of its obligations in terms of this Agreement shall not constitute a precedent upon which the defaulting Party may rely in respect of future defaults.

16.4 The Parties undertake to do all such things, perform all such acts, and take all such steps and to procure the doing of all such things and the taking of all such steps as may be necessary or incidental or be conducive to the giving effect of the terms, conditions and import of this Agreement.

16.5 All provisions of this Agreement are severable from each other regardless of the way they have been drafted or linked grammatically. Accordingly:

16.5.1. the Parties declare that it is their intention that this Agreement would have been executed without such unenforceable provisions has they been aware of their unenforceability as at the Signature Date; and

16.5.2. any provision of this Agreement which becomes unenforceable (whether due to voidness, illegality, unlawfulness or for whatever other reason) shall be deemed *pro non scripto* and the remaining provisions of this Agreement shall be of full force and effect.

16.6 The rights, powers, privileges, and remedies provided in the Agreement are cumulative and are not exclusive of any rights, powers, privileges, or remedies provided by law or otherwise.

16.7 Neither Party shall be entitled to cede its rights, delegate its obligations, or assign its rights and obligations in this Agreement to any third Party without the prior written consent of the other Party provided that:

16.7.1. such consent shall not be unreasonably withheld or delayed; and

16.7.2. where such cession, assignment, or delegation are purely for the purposes of corporate restructuring, the consent of the other Party shall be deemed to have been given by the signature of this Agreement; the Party ceding its rights, delegating its obligations, or assigning its rights and obligations being merely required to inform the other Party of such cession, delegation, or assignment within 30 days of the date of such cession, assignment, or delegation, as the case may be.

16.8 Each of the Parties acknowledge that they have been free to secure independent legal and other advice as to the effect and nature of the provisions of this Agreement and confirm that they have either taken such independent advice or have dispensed with the necessity of doing so.

17. Counterparts

This Agreement may be signed in any number of counterparts and by the Parties on separate counterparts (one or more which may be delivered by email), each of which, when so signed and delivered, shall be an original, but all such counterparts together shall constitute one and the same instrument.

18. Costs

18.1 Each Party shall bear and pay its costs and expenses in relation to the drafting, negotiation, preparation, finalisation, and signature of this Agreement.

18.2 In the event of a dispute, costs shall be awarded by the Magistrate on the scale as between attorney and own Client.