



Standard Terms and Conditions

INTRODUCTION

VSC Solutions is a leading provider of supply chain technology and consulting solutions to emerging markets across the globe. We provide custom solutions that are scalable to any industry and any supply chain environment with the key focus on delivering profits and enhancing competitive advantage.

Enclosed are the VSC standard terms and conditions, which are to be read in conjunction with the relevant commercial proposal prepared by VSC.

Please initial each page upon review.

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1. DEFINITIONS AND INTERPRETATION

1.1. In this document the following terms shall have the meanings set out below:

1.1.1. "AFSA" means the Arbitration Foundation of Southern Africa or its successors in title;

1.1.2. "Agreement" means the Agreement comprising the terms of a Proposal as read with these terms and conditions and constituted by acceptance by the Client of the relevant Proposal;

1.1.3. "Change Control Procedure" means the agreement change control procedure set out in clause 10 below;

1.1.4. "Client" means the person to whom the Services are provided pursuant to a Proposal that has been accepted in writing by the relevant person identified in that Proposal as being the Client;

1.1.5. "Commencement Date" means the first month in which the relevant Services are fully implemented, or upon 6 months from Signature Date of the relevant Proposal, whichever occurs first;

1.1.6. "Deliverable" means a project output, as contemplated in the relevant Proposal;

1.1.7. "Fees" means the fees and charges to be paid by the Client to VSC in respect of the Services from time to time;

1.1.8. "Location" means any location, as stipulated in the Proposal, at which the Services are to be provided;

1.1.9. "Material" means all reports, documentation, information, software or inventions, irrespective of the media on which they occur, and includes, without limiting the generality thereof, all audio visual, machine readable and other information;

1.1.10. "Module" means any of the software modules recorded in the Proposal;

1.1.11 "Personnel" means any director, employee, agent, consultant, contractor or other representatives of a party involved in the provision of Services;

1.1.12. "Proposal" means a written proposal issued to a Client for proposed products and services to be rendered to which these terms and conditions apply on acceptance, in writing, by a Client of the Proposal;

1.1.13. "Services" means the services to be provided by VSC to the Client under a Specific Agreement as recorded in the relevant Proposal;

1.1.14. "Signature Date" means the date of acceptance of a Proposal by the Client in writing but subject to clause 9.3.2;

1.1.15. "Specific Agreement" means the specific and separate agreement concluded between the parties when a Proposal is accepted by the Client in writing and which Specific Agreement comprises the VSC standard terms and conditions as recorded in this document read together with the relevant Proposal; and

1.1.16. "VSC" means VSC Solutions, a division of Super Group Trading, registration number 1972/009559/07.

1.1.17. "Professional Services" means VSC's consulting and professional services which are measured hourly on a time and material basis, including but not limited to, project meetings, workshops, training, hyper-care, consulting, business analysis ("BA"), development, and integration;

1.2. Unless otherwise stated, references to clauses, sub-clauses, schedules or paragraphs in this document are to be construed as references to clauses, sub-clauses, schedules or paragraphs of this document. Clause headings and sub-headings are for convenience only and shall not affect the interpretation of the Specific Agreement.

1.3. If any provision in a definition is a substantive provision conferring rights or imposing duties on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the Specific Agreement.

1.4. When any number of days are prescribed, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next business day.

2. APPOINTMENT

The terms and conditions recorded in this document serve as master standard terms and conditions, which shall apply to each Proposal accepted in writing by the Client. By accepting a Proposal, the Client appoints VSC, who hereby accepts such appointment, to provide the Client with the Services, subject to the Specific Agreement between the Parties in regard to those Services arising from acceptance by the Client of the relevant Proposal in writing. Each Specific Agreement is an individual and separate agreement between the Parties, subject to its own terms.

3. PRECEDENCE

Should any term of the Proposal conflict with any provisions of these terms and conditions, the provisions of the Proposal shall apply to the extent only of such conflict.

4. DURATION

Unless specifically recorded otherwise in the Proposal, the Specific Agreement shall become binding on the parties on the Signature Date and shall, subject to the provisions of clause 18, continue for the "Initial Period" as defined in the Proposal ("the Initial Period"). After the expiry of the Initial Period, the Specific Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term") at then-current fees, unless either party provides the other party with notice that they do not wish to renew the Specific Agreement at least thirty (30) days prior to the commencement of each Renewal Term.

5. DUTIES OF VSC

5.1. Suitably qualified consultants. VSC shall, during the currency of the Specific Agreement, ensure that sufficient suitably qualified consultants devote such of their time, attention and abilities to the Services as may be necessary for the completion of the Services in accordance with the parameters and specifications set out in the Proposal, provided that VSC shall be entitled, in its discretion, to allocate personnel resources in accordance with the technical skills and knowledge required.

5.2. VSC to advise with respect to all aspects of the Services. VSC agrees to advise and assist the Client with respect to all aspects of the Services and tasks reasonably ancillary thereto, and in the performance of such duties VSC shall comply with all reasonable and lawful requests and directions of the Client including, but not limited to, ensuring that its Personnel attend such meetings as may be required by the Client from time to time.

6. PROJECT MANAGERS

6.1. Appointment. On or before the Commencement Date, the parties shall each appoint a suitably qualified and responsible person to act as their Project Manager.

6.2. Function. Such Project Managers shall be responsible, inter alia, for the management and coordination of the Services by VSC in terms of the Specific Agreement, and the discussion and management of changes in respect of the Specific Agreement.

6.3. Replacement. Either party may, on 7 (seven) days written notice to the other, appoint an alternative Project Manager who is suitably qualified and responsible.

7. SIGN-OFF OF DELIVERABLES

7.1. Submission to Client Project Manager. Each Deliverable shall be accepted by sign-off by the Client Project Manager of final approval in respect of such Deliverable.

7.2. Evaluation of Deliverable. The Client Project Manager shall complete evaluation of each Deliverable within 5 (five) days of submission thereof by VSC for sign-off.

7.3. VSC to provide assistance. During evaluation, VSC shall respond to any queries relating to the Deliverables within a reasonable time, having regard to the time within which the sign-off is to be completed.

7.4. Faults. Should the Client Project Manager discover any deviation in a Deliverable from its specification during the course of evaluating it, it shall report such deviation to VSC who shall correct same within 7 (seven) days of having been notified thereof by the Client Project Manager, or within such longer period as may be agreed by the parties in writing.

7.5. Further Evaluation. The Client Project Manager shall have a further 3 (three) days to evaluate the Deliverable corrected by VSC in terms of clause 7.4.

7.6. Deemed sign-off. VSC shall be entitled at any time after the expiry of the period referred to in clause 7.2 or clause 7.5, as the case may be, to deliver written notice to the Client requiring the Client to show cause why a Deliverable has not been signed off. Should the Client fail to comply with any such notice within 3 (three) days of receipt thereof, then the Deliverable will be deemed to have been signed off.

7.7. Productive use. Productive use of any Deliverable shall only be permitted following sign-off thereof and the review process shall not involve productive use of any Deliverable. The Client shall be deemed to have signed-off a Deliverable unconditionally should the Client put any Deliverable into productive use.

8. EXCUSABLE DELAYS

8.1. Definition. Where:-

8.1.1. the Client gives an instruction changing the scope of the Services in question;

8.1.2. the Client does not provide access to a person, place or thing timeously;

8.1.3. the Client does not provide the information required, in the format required;

8.1.4. the Client changes a decision which it has previously communicated to VSC;

8.1.5. the Client unreasonably withholds an acceptance or consent; or

8.1.6. VSC's performance is affected by an event of force majeure, same shall constitute an "Excusable Delay".

8.2. Extension of time for performance. VSC shall notify the Client of the event giving rise to the Excusable Delay as soon as reasonably possible after becoming aware thereof and, unless the Delay notified:-

8.2.1. arises from a fault of VSC; or

8.2.2. has no effect upon VSC's costs or planned delivery,

VSC's performance shall be extended on a reasonable basis in proportion to the delay caused by the Excusable Delay and VSC shall be entitled to charge for any additional hours required to execute the Services at VSC's then current consulting rates.

9. OBLIGATIONS OF THE CLIENT

9.1. Provision of Infrastructure. The Client undertakes (at no cost to VSC) to provide VSC with suitable office space, furniture and other normal office equipment and supplies including, without limitation, the supply of parking, electricity services, telephone services and other connectivity (including access to networks) required by VSC and its Personnel for the purposes of providing the Services at each Location.

9.2. Provision of support and information. The successful execution of the Services by VSC is dependent on the provision of information and certain limited personnel resources, as set out in the Proposal. The Client hereby undertakes to provide all resources and information required by VSC in a timely manner, as set out in the Proposal.

9.3. Failure. Should the Client fail to provide the required information or resources and persist in such failure for a period in excess of 5 (five) days (or such longer period as VSC may indicate) after receiving a written request for such information or resources from VSC, such failure shall constitute a material breach of the Specific Agreement. In addition to any remedies VSC may have in terms of clause 18:-

9.3.1. the Client shall pay VSC for all Idle Time occasioned by such failure. For these purposes "Idle Time" shall be the aggregate time of all VSC consultants assigned to provide the Services in terms of the Proposal, calculated on an 8 (eight) hour day and 5 (five) day week basis, between the Signature Date and the date on which the required information and/or resources are finally provided or VSC terminates this Agreement in terms of clause 18 (whichever is the sooner), subject to a maximum of 30 (thirty) days;

9.3.2. without derogating from the provisions of clause 9.3.1, should the Client fail to provide the resources and/or information within the relevant notice period, VSC may reassign its assigned consultants to other projects, in which event, should VSC elect not to terminate the Specific Agreement, the Signature Date shall be postponed to a date to be determined by VSC and notified to the Client in writing.

10 AGREEMENT CHANGE CONTROL

10.1 Party desiring change. Should either party wish to propose any change or amendment to a Specific Agreement or the Services provided under that Specific Agreement, such party shall address a written proposal to the other detailing the desired changes or amendments.

10.2. Proposal. Should such proposal be made by:-

10.2.1. the Client, the Client shall specify the reasons for the change and describe the change in sufficient detail to enable VSC to formulate a response. VSC shall investigate the likely impact of any proposed changes or amendments and shall provide the Client with a written proposal, including amended pricing and timeframes, in respect thereof; or

10.2.2. VSC, VSC shall detail the reasons for and impact of the change, the services required to implement the change and the effect that the changes, if implemented, will have on the Specific Agreement.

10.3. Sign-off. The parties shall discuss the proposed changes and shall effect such changes to VSC's proposals as may be agreed. The proposal shall then be considered by the Client and approved or rejected in its discretion.

10.4. No change effective until sign-off. Neither VSC nor the Client shall be entitled to proceed or require the implementation of any change until such change and all matters relating thereto have been agreed in writing between the parties in accordance with the provisions of clauses 10.2 and 10.3. Pending sign-off as aforesaid, the parties will continue to perform their obligations without taking account of the proposed changes.

Neither party shall be obliged to agree to any change proposed by the other party but the parties will not unreasonably delay or withhold their agreement to a proposed change.

11. PERSONNEL

11.1. Access. With effect from the Signature Date, the Client shall allow VSC and its Personnel free and full access to the Locations for the purposes of providing the services.

11.2. Compliance with procedures. VSC shall comply, and ensure that its Personnel comply with any practices and procedures including (but not limited to) any applicable IT policies, safety, health and environmental policies which are of general application to the Client's staff at the relevant Location. Client shall notify VSC of all such policies and procedures prior to the Signature Date and give VSC and the relevant Personnel no less than 5 (five) days written notice of any change in existing policies or the implementation of new policies.

12. DISCLAIMER

VSC hereby excludes and disclaims all warranties, whether expressed or implied, statutory or otherwise, except those warranties expressly made in the Specific Agreement. Without limiting the foregoing, VSC disclaims any implied warranties of fitness for a particular purpose.

13. FEES AND PAYMENT

13.1. Fees. The Client shall be liable for and shall pay the fees to VSC in respect of the Services on the basis set out in the Proposal and clause 13.6 (if relevant).

13.2. Taxes. All fees are, unless stipulated otherwise, exclusive of any applicable taxes or duties which are leviable, including but, not limited to, value added tax, withholding tax, stamp duty and any other duties, taxes or charges of a similar nature, which shall be added to the fees where applicable.

13.3. Payment. Unless specifically agreed otherwise in writing, all fees payable to VSC shall be paid no later than 30 thirty days after the date of VSC's invoice for the services in question.

13.4. Expenses. The Client shall reimburse all reasonable expenses as are properly incurred by VSC or its Personnel in providing the Services. Such expenses include but are not limited to travelling, subsistence, goods and services purchased on the Client's behalf, communications, stationary and report and presentation material. Travelling and subsistence costs will be billed in accordance with VSC's standard policies in respect of such matters from time to time. All such expenses shall be due and payable to VSC within 30 days from the date of VSC's invoice for the expenses in question.

13.5. Client approval. All national and international air travel and subsistence expenses shall be subject to the prior approval of the Client.

13.6. Review. All rates, fees and other charges payable by the Client to VSC under the Specific Agreement shall be subject to an annual escalation as specified in the Proposal, which escalation will be applied from each anniversary of the Specific Agreement.

13.7. Any additional work or services which are not recorded in the Proposal shall be undertaken by VSC at the Client's sole cost and expense. Such additional work or services shall include, but not be limited to, implementation of processes and development of software or solutions outside the scope of the Services recorded in the Proposal. VSC shall charge the Client VSC's then current standard fees and charges for such additional work or services.

13.8. Late payment. Any late payments to VSC (whether in regard to Fees or expenses) shall attract interest at the prime overdraft rate from time to time charged by VSC's bankers plus 2%, such interest to accrue daily and be compounded monthly, from the due date of payment to the actual date of payment, both days inclusive.

14. INTELLECTUAL PROPERTY

14.1. Retention of Rights. VSC has created, acquired or otherwise obtained rights in the VSC Technology (as defined below) and notwithstanding anything contained in this agreement, VSC will own all right, title and interest, including but not limited to all rights under all copyright, patent and other intellectual property laws, in and to the VSC Technology.

14.2. Use of VSC Technology. To the extent that VSC utilises any VSC Technology in connection with the Services, same shall remain the property of VSC and the Client shall acquire no right or interest in such property.

14.3. Definition. For the purposes of this clause, "VSC Technology" means the various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques (including, without limitation models (including, without limitation, function, process, system and data models); templates; general purpose consulting and software tools, utilities and routines; and logic, coherence and methods of operation of systems) which VSC has created, developed (whether or not such development has taken place as a result of the provision of the Services or not), acquired or otherwise has rights in and may, in connection with the provision of Services hereunder, employ, provide, modify or create.

14.4. Rights to IP in regard to development. VSC shall own all right, title and interest, including but not limited to all rights under all copyright, patent and other intellectual property laws, in and to all development of VSC Technology undertaken by VSC under or in regard to the Specific Agreement.

15. CONFIDENTIAL INFORMATION

15.1. Confidentiality obligation. Each party must treat and hold as confidential all information which they may receive from the other party or which becomes known to them during the currency of the Specific Agreement.

15.2. Parties' obligations. The parties agree to keep all confidential information confidential and to disclose it only to their officers, directors, employees, consultants and professional advisers who:

15.2.1. have a need to know (and then only to the extent that each such person has a need to know);

15.2.2. are aware that the confidential information should be kept confidential;

15.2.3. are aware of the disclosing party's undertaking in relation to such information in terms of this agreement; and

15.2.4. have been directed by the disclosing party to keep the confidential information confidential and have undertaken to keep the confidential information confidential.

15.3. Information which will not constitute confidential information. The afore-going obligations shall not apply to any information which:

15.3.1. is lawfully in the public domain at the time of disclosure;

15.3.2. subsequently and lawfully becomes part of the public domain by publication or otherwise;

15.3.3. subsequently becomes available to the receiving party from a source other than the disclosing party, which source is lawfully entitled without any restriction on disclosure to disclose such confidential information; or

15.3.4. is disclosed pursuant to a requirement or request by operation of law, regulation or court order.

15.4. Indemnity in respect of confidential information. Each party hereby indemnifies the other party against any loss or damage which the other party may suffer as a result of a breach of this clause by such party or its personnel.

15.5. Survival. This clause is severable from the remainder of the Specific Agreement and shall remain valid and binding upon the parties, notwithstanding any termination thereof, for a period of 5 (five) years after its effective date of termination.

16. NON-SOLICITATION

Neither party shall during the currency of the Specific Agreement and for a period of 24 (twenty-four) months following the termination thereof directly or indirectly solicit or offer employment to any Personnel of the other party who was involved in the provision of Services and shall not employ or contract in any manner with any such Personnel of the other party. In the event that either party offers employment to any Personnel within the aforementioned 24 (twenty-four) month period, the employing party will be liable for twice the annual cost to company of the Personnel in question to the other party, payable as per the then current payment terms.

17. LIMITATION OF LIABILITY

17.1. Direct damages limited. Notwithstanding the form (whether in contract, delict, or otherwise) in which any legal action may be brought by a party against the other, neither party or its Personnel shall be liable for direct damages for any breach, act or omission arising out of a Specific Agreement which in the aggregate exceeds the total fees paid during the preceding 3 (three) months. Such limitation shall be an aggregate amount for all causes of action arising out of the Specific Agreement.

17.2. Consequential damages, etc. excluded. In no event shall either party or its Personnel be liable for any indirect, incidental, special or consequential damages or losses, claims or harm (whether foreseeable or unforeseeable) of any kind (including, without limitation, loss of profits, loss goodwill, lost or damaged data or software, loss of use, downtime or costs of substitute products) arising from the Specific Agreement.

17.3. Exclusions. The limitation contemplated in this clause 17 shall not apply to any breach by a party of the other party's proprietary or confidential information.

17.4. VSC not liable for Client default. In addition to the aforementioned, VSC shall not be liable for any loss or damage of whatsoever nature suffered by the Client arising out of or in connection with any breach of the Specific Agreement by the Client or any act, misrepresentation, error or omission made by or on behalf of the Client or its Personnel.

18. BREACH

Should either party ("the defaulting party"):-

18.1. commit a material breach of the Specific Agreement, and fail to remedy such breach within 14 (fourteen) days of having been called upon in writing by the other party ("the aggrieved party") to do so; or

18.2. effect or attempt to effect a compromise or composition with its creditors; or

18.3. be provisionally or finally liquidated or be placed in judicial management, whether provisionally or final; or

18.4. cease or threaten to cease to carry on its normal line of business in the Republic of South Africa or default or threaten to default in the payment of its liabilities generally, or commit any act or omission which would, in the case of an individual, be an act of insolvency in terms of the Insolvency Act, 1936 (as amended);

18.5 commence or have proceedings commenced against it to be placed under "Business Rescue", as contemplated in the Companies Act or be placed under "Business Rescue",

then the aggrieved party may, in its discretion, terminate the Specific Agreement on written notice to the defaulting party, in which event such termination shall be without prejudice to any claims which the innocent party may have for damages against the defaulting party occasioned by the termination of the Specific Agreement in terms of this clause.

19. EFFECT OF TERMINATION

19.1. Amounts due to VSC become due and payable. On termination of a Specific Agreement for any reason, all amounts due to VSC for Services rendered under that Specific Agreement prior to its termination shall become due and payable even if they have not been invoiced. Such amounts may not be withheld for any reason unless the arbitrator appointed pursuant to clause 20.2 otherwise directs.

19.2. Early Termination. Should a Specific Agreement terminate prior to expiry of the minimum contract period specified in the Proposal, for any reason whatsoever, the Client shall, without prejudice to VSC's right to claim damages, be liable for the net present value (discounted at the prevailing prime rate of VSC's bankers) of all payments due over the remaining term of the Specific Agreement, if any.

19.3. Duties upon termination. Upon termination, cancellation or expiry of a Specific Agreement, each party will deliver up to the other party, or at the other party's option destroy all originals and copies of confidential and proprietary information in its possession or under its control arising from or as a result of the Specific Agreement in question.

19.4. Survival. Termination of a Specific Agreement shall not affect the enforceability of its provisions which are intended to operate after such expiry or termination.

20. DISPUTE RESOLUTION

20.1. Disputes. Any dispute which arises between the parties in regard to a Specific Agreement, including, but not limited, to its formation or existence, its implementation, the interpretation of its provisions, the parties respective rights and obligations arising therefrom or in terms thereof and/or its validity, enforceability, rectification, termination or cancellation shall be referred to a director or equivalent officer of each of the parties, or alternates appointed by them, who will use their best endeavours to resolve the dispute within 14 (fourteen) days of the dispute having been referred to them.

20.2. Failure to resolve. Should the directors or equivalent offices be unable to resolve a dispute in accordance with the foregoing, such dispute will be finally resolved in accordance with the Rules of AFSA by an arbitrator appointed by it.

20.3. Demand for arbitration. Either party may demand that a dispute as aforementioned be referred to arbitration by giving written notice to that effect to the other party once the 14 (fourteen) day period referred to in 20.1 has elapsed without resolution of the dispute.

20.4. Urgent interim relief. This clause 20 shall not preclude either party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

20.5. Arbitration provisions. The arbitration referred to in clause 20.2 shall be held:-

20.5.1. at Johannesburg in the English language; and

20.5.2. immediately and with a view to its being completed within 21 (twenty-one) days after it is demanded;

20.6. Parties to be bound. The parties irrevocably agree that the decision in arbitration proceedings:-

20.6.1. shall be final and binding upon the parties;

20.6.2. shall be carried into effect;

20.6.3. may be made an order of any court of competent jurisdiction.

20.7. Severability. This clause 20 is severable from the rest of a Specific Agreement and shall remain valid and binding on the parties in regard to the Specific Agreement in question notwithstanding any termination of that Specific Agreement.

20.8 Prescription. The parties agree that the written demand by either party in terms of clause 20.3 that the dispute be submitted to arbitration, is deemed to be a legal process for the purpose of interruption of extinctive prescription in terms of the Prescription Act, No 68 of 1969.

20.9 All legal fees incurred by a party during the resolution of a dispute, whether by the directors as contemplated in clause 20.1, in regard to arbitration as contemplated in this clause 20 or by way of litigation or other court process, shall be recoverable by the successful party from the other party on an attorney and own client basis unless the arbitrator or court rules otherwise.

21. DOMICILIA AND NOTICES

21.1. Addresses. The parties hereby choose domicilium citandi et executandi ("domicilium") for all purposes under the Specific Agreement the addresses set out in the Proposal.

21.2. Change of Address. Either party may give written notice to the other, change its domicilium to any other physical address in the Republic of South Africa provided that such change shall take effect fourteen (14) days after delivery of such written notice.

21.3. Deemed Receipt. Any notice to be given by either party to the other shall be deemed to have been duly received by the other party on the date of delivery thereof if delivered to the addressee's domicilium by hand or courier during business hours on a business day or on the immediately succeeding business day of the date of delivery is not a business day.

21.4. Use of email. The parties record that whilst they may correspond via email during the currency of a Specific Agreement for operational reasons, no formal notice required in terms of the Specific Agreement, nor any amendment or variation to a Specific Agreement may be given or concluded via email.

22. FORCE MAJEURE

22.1. Parties not liable for force majeure. Neither party shall be liable for any failure to fulfil its obligations under a Specific Agreement if and to the extent such failure is caused by any circumstances beyond its reasonable control, including but not limited to flood, fire, earthquake, war, tempest, hurricane, industrial action, government laws, restrictions or regulations, epidemic, pandemic or acts of God. In no circumstances shall an inability to pay, other than resulting from a general failure of the banking system, be an event of force majeure.

22.2. Party affected to notify other party. Should any event of force majeure arise, the affected party shall notify the other party without delay and the parties shall meet within 7 (seven) days of such notice to negotiate in good faith alternative methods of providing the Services in question, if any. In addition VSC shall continue to provide, and the Client shall continue to pay for those Services not affected by the event of force majeure

22.3. Right to terminate. Should either party be unable to provide the Services for a period in excess of 60 (sixty) days due to an event of force majeure, the other party may at its sole discretion cancel the Specific Agreement in question forthwith by written notice to the other-.

23. MODULES

23.1 Modules separate. Each of the Modules are provided to the Client on a divisible and independent basis. As such, if VSC becomes unable to provide any Module (a "Terminated Module") to the Client for any reason, the Client shall not be entitled to cancel the remaining Modules, any of the Services or the Specific Agreement.

23.2 Consequences. However, in those circumstances –

23.2.1 the Customer shall no longer be liable to pay any fees (as recorded in the Proposal) for the Terminated Module;

23.2.2 VSC will, at the Client's request, find a suitable replacement for the Terminated Module ("the Replacement Module"), which is to be approved by the Client on the basis that VSC shall integrate the

Replacement Module with the remaining VSC Modules at VSC's cost and within the same scope of work as the Terminated Module;

23.2.3 any fees or charges payable for the implementation and use of the Replacement Module shall be paid by the Client to the relevant service / software provider and VSC shall not recover any fees from the Client for its use of the Replacement Module unless agreed in writing between VSC and the Client; and

23.2.4 where the Replacement Module is not implemented as a like for like replacement (i.e. a change in the scope of work is requested / approved by the Client during VSC's integration with the Replacement Module), VSC reserves the right to recover the associated costs from the Client at VSC's then current standard fees and charges for such additional work.

24. PROFESSIONAL SERVICES

24.1 Professional Services are levied only during business days, which excludes Saturdays and Sundays and South African public holidays.

24.2 All Professional Services will be provided subject to VSC resource availability and adherence to the VSC project office processes.

24.3 Unless specifically recorded in the Specific Agreement, no Professional Services will be undertaken without prior written agreement from the Client, including the scope and nature of same and the fees and other charges payable by the Client in regard thereto.

24.4 VSC undergoes two annual software development freezes, reserved for system maintenance, between 15 June to 15 July and 1 December to 15 January, the dates of which may be amended from time to time, during which time no feature development is undergone.

25. AUDIT AND COMPLIANCE

25.1 VSC may, on request from the Client and in its sole discretion, provide the Client with the executive summary of the results of VSC's any audit pertaining to cyber security, IT, internal or external audit in regard to VSC, where relevant.

25.2 Subject to prior agreement (including, but not limited to, the fees and charges payable by the Client in regard thereto), the Client may request VSC to prepare compliance documentation as an alternative to or to supplement an audit.

25.3 The completion of any of the Client's compliance documentation by VSC will be billed on a time and material basis.

25.4 Should the Client in addition to the executive summary of audit results or compliance documentation provided, as set out in this clause 25 above, wish to conduct their own audit, then any audit conducted by the Client under this clause 25 shall be undertaken at the sole cost of the Client, which costs will include payment to VSC of agreed fees to compensate VSC on a time and materials basis in supporting the audit.

25.5 The Client's right to audit does not extend to VSC's suppliers or third-parties.

26. ASSIGNMENT

Neither party shall be entitled to cede, assign, delegate or otherwise transfer the benefit or burden of all or any part of a Specific Agreement without the prior written consent of the other party, which consent may be withheld in the sole discretion of such party.

27. RELATIONSHIP AND DUTY OF GOOD FAITH

27.1. No temporary employment service. Nothing in a Specific Agreement shall be construed as constituting a temporary employment service as contemplated in section 198 of the Labour Relations Act, 1995.

27.2. No partnership. Nothing in a Specific Agreement shall be construed as creating a partnership between the parties and neither party shall have any authority to incur any liability on behalf of the other or to pledge the credit of the other party.

27.3. Good Faith. The parties shall at all times owe each other a duty of good faith and shall, in all dealings with each other and in respect of the Services in question, act according to such standard.

28. NON-EXCLUSIVITY

Nothing in a Specific Agreement shall be construed as precluding or limiting in any way the right of VSC from supplying Services or services similar to the Services to other clients.

29. GENERAL

29.1. Entire Agreement. A Specific Agreement constitutes the entire agreement between the Client and VSC in respect of the subject matter of that Specific Agreement.

29.2. Variation. No amendment or modification to the Specific Agreement shall be effective unless in writing and signed by authorised signatories of both the Client and VSC.

29.3. Waiver. No granting of time or forbearance shall be or be deemed to be a waiver of any term or condition of the Specific Agreement and no waiver of any breach shall operate a waiver of any continuing or subsequent breach.

29.4. Applicable Law. The Specific Agreement shall be governed and construed according to the laws of the Republic of South Africa.

29.5. Costs. Each party shall be responsible for its own legal and other costs relating to the negotiation of these terms and conditions and the Specific Agreement.

29.6. Right to reference. The Client hereby consents to the use by VSC of its name and a general description of the Services undertaken by VSC in terms of the Specific Agreement in any Proposals or other similar such documents which VSC may issue or submit from time to time.



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