

Vendor will pay all legal costs incurred by the Service Provider in connection with the preparation, negotiation, execution and part implementation of the Agreement and related documentation and a further amount of 10% of the funding amount to the Service Provider as compensation for all other costs (including opportunity costs) incurred by the Service Provider in respect of the Agreement.

7. In the case of cancellation/termination by the Vendor, the Service Provider has the right of first refusal on future projects the Vendor might/will have and the Vendor will also be liable to pay the project management fees and this clause applies in conjunction with clause 6 *supra*.

L. SEVERABILITY OF PROVISIONS

If any one or more of the provisions of this agreement are determined to be unenforceable in whole or in part, for any reason, the remaining provisions shall remain fully operative.

M. DOMICILIUM

The Guarantor chooses his domicile cited *et executants* at the physical address in the Schedule, at which address all notices may be validly given by delivery or by posting by pre-paid registered post, and all processes may validly be served, on the basis that in the event of posting the aforesaid notices shall be conclusively deemed to have been received on the 7th (seventh) day following the day of posting.

N. CESSION AND ASSIGNMENT

1. The Service Provider may, on written notice to the Vendor, cede all or any of its rights in terms of this Agreement, as well as any and/or all security held by the Service Provider for the obligations of the Vendor in terms of this Agreement, to any other person or entity, without the consent of the Vendor.
2. The Vendor may not cede, assign, delegate, alienate, transfer, sub-contract or otherwise part with any of its rights or obligations in terms of this Agreement, other than with the express prior written consent of the Service Provider.

O. INTERPRETATION

1. In this Guarantee, unless the context otherwise indicates, words importing any one gender shall be deemed also to import the other genders and words importing the singular shall be deemed also to import the plural and vice versa.
2. This Guarantee shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

P. MISCELLANEOUS

1. All payments of principal and fees on the purchase order finance provided shall be paid in Rand.
2. No delay in enforcing any right of the Service Provider under this Agreement or failure to accelerate the purchase order financing of a past due payment to the Service Provider shall be construed as a waiver of the right of the Service Provider to thereafter insist on strict compliance with the terms and conditions of this agreement.
3. All right of the Service Provider under this Agreement are cumulative and may be exercised concurrently at the Service Provider's option.
4. No relaxation or indulgence which the Service Provider may show to the Guarantor in respect of any of the Guarantor's obligations to it in terms hereof shall:
 - 4.1. constitute a waiver or novation of any of its rights against the Guarantor; or
 - 4.2. prejudice any of the Service Provider's rights against the Guarantor; or
 - 4.3. be interpreted as a basis for estoppel or as an implied alteration of any of the obligations of the Guarantor to the Service Provider, save as may be expressly stipulated or agreed to by the Service Provider in writing.
 - 4.4. headings used in this Guarantee are for ease of reference only and shall not affect the interpretation of this

