

#### Q. FORCE MAJEURE

1. No Party shall have any claim against the other Party ("Affected Party") for any failure of the Affected Party to carry out any of its obligations under this Agreement arising from or attributable to acts of God, strikes, lock-outs, labour action or unrest, civil commotion, riots, war, fire, explosion, sabotage, storm, flood, earthquake, fog, subsidence, pestilence or epidemic, transportation failure, or any other cause or contingency beyond the reasonable control of that Party ("force majeure").
2. The performance of the obligations of the Affected Party shall be suspended for the duration of the *force majeure*. Upon cessation of the *force majeure*, this Agreement shall again become fully operative and the Affected Party shall immediately resume its performance.

#### R. CSD AND CIPC PROCEDUR

According to the Service Provider's processes for ensuring security for funding and repayment, the Vendor is required to give the Service Provider his/her CSD logs as per the term sheet "Annexure A" which will be locked by the Service Provider in order to ensure that no changes are made by the Vendor regarding the nominated banking account. Should the Vendor require changes to be made on his/her CSD profile, the Service Provider will ensure that the Vendor's details on CSD are updated as per the Vendor's instructions.

The Vendor undertakes to hand over to the Service Provider his/her CSD credentials for the remainder of the contract and his/her login details are as follows:

CSD EMAIL: ramatsalm@gmail.com  
CSD PASSWORD: Lesole@13

#### CIPC PROCEDURE

The Service Provider or its representative(s) will be added as non-executive Director(s) on the Vendor's CIPC.

#### S. GENERAL

1. No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.
2. If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect; unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted.
3. This Agreement may not be varied except by a written document signed by each of the parties.
4. This Agreement constitutes the entire agreement between the parties in relation to the subject matter of this Agreement.
5. This Agreement shall be governed by and construed in accordance with South African Law.
6. The courts of South Africa shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

#### T. ADDENDUM

The Parties to this Agreement hereby acknowledge that they have read and understood the terms and conditions to this agreement and by affixing their signatures herein they wish to make it known that they agree to said terms and conditions. The parties also agree that their intentions are clear and concise according to this agreement.

