CoreCloud (Pty) Ltd 

Master Services Agreement

Republic of South Africa

This Master Services Agreement (“Agreement”) is made and entered into as of [Date]

BY AND BETWEEN:

CoreCloud (Pty) Ltd, a company incorporated in South Africa (Reg. No. \_\_\_\_\_\_), having its principal place of business at [Address] (“Provider”)

AND

[Client Name], a company incorporated in South Africa (Reg. No. \_\_\_\_\_\_), having its principal place of business at [Address] (“Client”).

RECITALS

A. Provider operates a group of specialist divisions delivering technology, talent, cloud, AI and financing solutions.

B. Client wishes to engage Provider to perform certain services under the terms of this Agreement.

1. DEFINITIONS

- “Services” means the work described in the applicable Schedule.

- “Fees” means the charges set out in the applicable Schedule.

- “Confidential Information”, “Deliverables”, “Change Order”, etc., as customary.

2. ENGAGEMENT

Provider shall provide and Client shall purchase the Services in accordance with each Schedule attached hereto.

3. TERM & TERMINATION

- Term: From Effective Date until all Schedules are complete or terminated.

- Termination for Cause: Either party may terminate on material breach (30 days’ cure period).

- Termination for Convenience: Client may terminate any Schedule on 60 days’ notice; Fees for work in progress remain payable.

4. FEES & PAYMENT

- Invoices issued monthly (or milestone‑based) in ZAR.

- Payment due within 30 days of invoice.

- Late payment interest at the prescribed rate under the National Credit Act.

5. CHANGE CONTROL

Any change to scope, timeline or Fees must be documented via a mutually executed Change Order.

6. INTELLECTUAL PROPERTY

- Provider retains ownership of its pre‑existing IP.

- Client obtains a perpetual, non‑exclusive licence to Deliverables upon full payment.

7. CONFIDENTIALITY

Standard mutual NDA obligations for 5 years.

8. WARRANTIES & DISCLAIMERS

- Provider warrants that Services will be performed with reasonable skill and care.

- ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.

9. LIABILITY & INDEMNITY

- Indemnity: Provider indemnifies Client against third‑party IP infringement; Client indemnifies Provider against Client’s breach.

- Limitation of Liability: Neither party’s aggregate liability exceeds the total Fees paid under the relevant Schedule; no liability for consequential damages.

10. INSURANCE

Provider shall maintain professional indemnity and public liability insurance with limits of not less than ZAR 5 million.

11. FORCE MAJEURE

Neither party liable for delays caused by events beyond reasonable control.

12. GOVERNING LAW & DISPUTE RESOLUTION

- Governed by the laws of the Republic of South Africa.

- Disputes exclusively to be referred to arbitration under the rules of the Arbitration Foundation of Southern Africa (AFSA), Johannesburg seat.

13. NOTICES

By email to the addresses set out on the signature page, with confirmation of receipt.

14. GENERAL

Assignment only with prior written consent, severability, entire agreement, etc.

SCHEDULE A: CoreCloud Division

(Scope, Fees, Milestones)

SCHEDULE B: CoreTech Division

(Scope, Fees, Milestones)

SCHEDULE C: CoreCapacity Division

(Scope, Fees, Milestones)

SCHEDULE D: CoreAI Division

(Scope, Fees, Milestones)

SCHEDULE E: CoreFin Division

(Scope, Fees, Milestones)

EXECUTION

Provider: CoreCloud (Pty) Ltd

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client: [Client Name]

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_