



**SOVTECH**<sup>TM</sup>  
Business Software. Sorted.

# MASTER SERVICE AGREEMENT. SORTED.<sup>TM</sup>

Entered Into By And Between  
SovTech (Pty) Ltd and **XXX**



**BUSINESS SOFTWARE. SORTED.<sup>TM</sup>**



# Table of Contents

Section A: Terms & Conditions	3
1. The Parties to this Agreement are -	3
2. Definitions	3
3. Interpretation	7
4. Term of Agreement	9
5. Services	9
6. Obligations	9
7. Price and Payment Terms	10
8. Undertaking as a Surety	11
9. Warranties and Representations	12
10. Limitation of Liability	13
11. Breach and Termination	14
12. Confidentiality	14
13. Data Protection	15
14. Force Majeure	16
15. Non-Solicitation and Non-Circumvention	17
16. Notices	18
17. Sub-Contracting	18
18. General	18
19. Counterparts/Electronic Signature	20
Section B: Acceptance Of The MSA	20
Contact Details Schedule	21
Acceptance of this Agreement	21

# Section A: Terms & Conditions

## 1. The Parties to this Agreement are -

- 1.1. **SovTech (Pty) Ltd**, a company duly registered with the registration number: 2017/051818/07 with its registered address situated at 74, Hillcrest Avenue, Blairgowrie, Johannesburg, 2194 (hereinafter referred to as “**SovTech**”); and
- 1.2. **CLIENT**, a company duly registered with the registration number: **XX** with its registered address situated at **XX** (hereinafter referred to as “**the Client**”).
- 1.3. The Parties agree to the terms and conditions contained herein.
- 1.4. Subject to the terms and conditions hereof, the Client hereby subscribes to time and material service included in the Addendum(s) attached hereto.

## 2. Definitions

Unless otherwise stated, or the context otherwise requires, the words and expressions listed below shall bear the meanings ascribed to them below:

- 2.1. “**Addendum**” means the Addendum detailing the Subscription Plan and/or Consulting Services to be rendered to the Client which shall be governed by the terms contained in this Agreement and such Addendum;
- 2.2. “**Agreement**” means the terms and conditions set out in this document and the appendices, annexures attached hereto and any agreed amendments hereto which are reduced to writing;
- 2.3. “**Breach Notice Form**” means a written notice to remedy a possible material breach of a Party’s obligations in terms of this Agreement and/or any Addendum;
- 2.4. “**Business Day**” means any day other than Saturdays, Sundays and official public holidays in the Republic of South Africa;

- 2.5. **“Change Request Form”** means a written request by the Client, for a change to an existing Addendum;
- 2.6. **“Claim”** means any action, claim, assertion, demand, proceeding or liability (whether criminal or civil, in contract, tort or otherwise) for losses, damages, legal costs, fines or other expenses of any nature whatsoever, and all costs and expenses incurred in connection therewith.
- 2.7. **“Client Group”** means any direct and indirect subsidiaries and affiliates of the Client;
- 2.8. **“Confidential Information”** means information of any nature, tangible or intangible, oral or in writing and in any format or medium, which by its nature or content is or ought reasonably to be identifiable as confidential and/or proprietary to the Disclosing Party or which is provided or disclosed in confidence, and which the Disclosing Party or any person acting on behalf of the Disclosing Party may disclose or provide to the Receiving Party or which may come to the knowledge of the Receiving Party. The Confidential Information of the Disclosing Party shall exclude information or data which –
- 2.8.1.1. Is lawfully in the public domain at the time of disclosure thereof to the Receiving Party; or
  - 2.8.1.2. Subsequently becomes lawfully part of the public domain by publication or otherwise; or
  - 2.8.1.3. Is or becomes available to the Receiving Party from a source other than the Disclosing Party which is lawfully entitled without any restriction on disclosure to disclose such Confidential Information to the Receiving Party; or
  - 2.8.1.4. That can be shown to have been lawfully in the possession of the Receiving Party prior to its disclosure and is not subject to an existing confidentiality agreement between the Parties; or
  - 2.8.1.5. Information that is acquired or developed by the Receiving Party, independently of the Disclosing Party and the disclosed information, and in circumstances which do not amount to a breach of the provisions of this Agreement; or

- 2.8.1.6. Is disclosed pursuant to a requirement or request by operation of law, regulation or court order but then only to the extent so disclosed and then only in the specific instance and under the specific circumstances in which it is obliged to be disclosed;
- 2.9. **"Consulting Services"** means services, performed by Resources as described in the Service Addendum;
- 2.10. **"Contract Term"** means the term set out In the Subscription Addendum;
- 2.11. **"Data"** means all data obtained from the Client, the Client's client data (including Personal Information), transactional information of the Client and/or any other data provided by the Client to SovTech;
- 2.12. **"Data Operator"** means a person who processes Personal Information for a Responsible Party in terms of a contract or mandate, without coming under the direct authority of that Party;
- 2.13. **"Data Protection Legislation"** means the following legislation: POPI Act or such other legislation as may become applicable to the protection of Personal Information;
- 2.14. **"Data Subject"** means the person to whom Personal Information relates;
- 2.15. **"Digital Environment"** is information technology systems, operational technology systems, networks, internet-enabled applications or devices and the data contained within such systems;
- 2.16. **"Disclosing Party"** means the Party, other than the Receiving Party, that discloses any of the Confidential Information to the Receiving Party;
- 2.17. **"Effective Date"** means the date of signature of this Agreement by the last Party signing;
- 2.18. **"Fees"** means the fees agreed to be payable as compensation for the Resources and/or Services provided by SovTech as set out in the relevant Addendum;

- 2.19. **“Files”** means digital files stored on a digital storage medium containing proprietary and/or non-proprietary information;
- 2.20. **“Force Majeure Event”** means an event beyond a Party’s control, including but not limited to: (a) extreme abnormal weather conditions; (b) nuclear, chemical or biological contamination; (c) war, civil commotion or terrorist attack; (d) interruption or failure of a utility service including electric power, gas or water; or (e) acts of God, floods or earthquakes; fire, explosion; (f) epidemic, pandemic, quarantine, governmental acts or omissions, changes in laws or regulations; but excluding in each case strikes or other forms of industrial action by the employees, agents or subcontractors of that Party or any other failure in Supplier’s supply chain (other than that caused by (a) to (e)). For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party’s financial inability to perform its obligations hereunder;
- 2.21. **“Hosting Costs”** means the cost relating to the usage of a third party infrastructure service provider to host the Client’s Application plus a management fee as described in the Addendum;
- 2.22. **“Intellectual Property”** means any creation of the mind that is recognised and/or capable of being protected by law from use by any other person, whether in terms of South African law or foreign intellectual property law, and including inventions, know-how, patents, trademarks, service marks, designs, design rights, copyright (including all copyright in any computer programs), copyright works, source codes, Data, inventions, processes, formulae, trade secrets, confidential information, and all other intellectual property rights and rights of a similar character (whether or not the same is registered or capable of registration) and all applications and rights to apply for protection of any of the same;
- 2.23. **“Kick-off Date”** means the date that the Parties agree to start service delivery as specified in the Addendum;
- 2.24. **“Party and/or Parties”** means the Client and SovTech as described above;

- 2.25. **“Personal Information”** has the meaning ascribed to it in the POPI Act;
- 2.26. **“POPI Act”** means *Protection of Personal Information Act 4 of 2013*;
- 2.27. **“Receiving Party”** means the Party that receives or to whom any Confidential Information or Personal Information is disclosed;
- 2.28. **“Resources”** means any staff member including but not limited to employees, agents, consultants or independent contractors;
- 2.29. **“Responsible Party”** means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing personal information;
- 2.30. **“Service(s)”** means the time and material Services rendered by SovTech to the Client in accordance with the Addendum(s);
- 2.31. **“SovTech Group”** means all direct and indirect subsidiaries and affiliates of SovTech;
- 2.32. **“Subscription Plan”** means a bundle of hours for including but not limited to design, development, project management and infrastructure and licences as described in the Addendum(s);
- 2.33. **“Termination Notice Form”** means a written request by a Party, for the termination of this Agreement and/or any Addendum.

### 3. Interpretation

- 3.1. In this Agreement, unless clearly inconsistent with or otherwise indicated by the context –
- 3.1.1. Any reference to the singular includes the plural and vice versa.

- 3.1.2. Any reference to natural persons includes legal persons and vice versa.
- 3.1.3. Any reference to a gender includes the other genders.
- 3.2. Where applicable, the provisions of this Agreement shall impose substantive obligations on the Parties as provided in the provision concerned.
- 3.3. The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 3.4. Words and expressions defined in any Addendum shall bear the meaning assigned to such words and expressions in this Agreement.
- 3.5. This Agreement and/or any Addendum(s) shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.
- 3.6. Unless the Agreement specifies otherwise, if either Party is required to notify the other in terms of this Agreement, such notification shall be of no force or effect unless it is reduced to writing and delivered in accordance with the terms of this Agreement.
- 3.7. This Agreement shall serve as a Master Agreement for future agreements and Addendums for Services entered into by and between the Parties. The provisions contained herein shall apply to the Addendum(s), provided that if and to the extent that a term in the Addendum(s) conflicts with a term in this Agreement, the term in the Addendum(s) shall prevail over the conflicting term in this Agreement.
- 3.8. The terms in this Agreement shall supersede and replace all prior agreements entered into between the Parties.
- 3.9. The specific terms on which Resources or Services are to be supplied by SovTech to the Client shall be contained in the relevant Addendum(s) concluded between the Parties, which



Addendum(s) shall include, *inter alia*, the details of the Services and/or Subscription Plan to be provided and the Fees payable in respect thereof.

- 3.10. Any provisions of this Agreement which either expressly or by their nature extend beyond the expiration or termination of this Agreement shall survive such expiration or termination.

#### 4. **Term of Agreement**

- 4.1. This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated in accordance with this Agreement.
- 4.2. The duration and termination of any Addendum shall be subject to the terms and conditions included in each Addendum.
- 4.3. Should the Client fail to agree to a Kick-off Date within 60 (sixty) days after signature of the Addendum the Addendum will be considered terminated without cause by the Client.

#### 5. **Services**

- 5.1. The Client hereby appoints SovTech and SovTech accepts such an appointment to render the time and material Services as contained in the Addendum(s).
- 5.2. The Client hereby represents and warrants that, any person requesting additional Service(s) and/or change in the Subscription Plan on behalf of the Client, has full and complete authority to bind the Client to such request.
- 5.3. The Client may upgrade or downgrade the Subscription Plan or Consulting Services with 2 (two) calendar month's written notice to SovTech and as mutually agreed to in writing by both Parties.

## 6. Obligations

6.1. SovTech undertakes and agrees to:

- 6.1.1. Render the time and material services in accordance with the Addendum.
- 6.1.2. At all times act in good faith.

6.2. The Client undertakes and agrees to:

- 6.2.1. Provide all assistance and cooperation to SovTech as may be necessary to deliver the services as stated in the Addendum.
- 6.2.2. Ensure timely performance and payment of fees as stated in the Addendum.
- 6.2.3. At all times act in good faith.

## 7. Price and Payment Terms

Unless where otherwise agreed upon in the Addendum(s), the Client shall pay SovTech in accordance with the following price and payment terms:

- 7.1. All prices, fees, and rates specified in an Addendum shall expressly be exclusive of any sales tax and similar taxes. Where applicable, VAT shall be payable by the Client.
- 7.2. The pricing outlined in any Addendum(s) shall be subject to change from time to time upon mutual written agreement.
- 7.3. Service fees are invoiced monthly in advance and are payable on the 20th day of each month. In the event that the Kick-off Date is in the middle of a calendar month, the monthly Fee shall be paid pro-rata for such a period and start to run full monthly Fees from the first of the following month.
- 7.4. The Client shall pay SovTech as prescribed in the Addendum(s).
- 7.5. SovTech reserves the right to suspend or terminate any Service(s) should the Client default on a payment in terms of this Agreement. Invoices not paid within 30 (thirty) days from the date

payable shall be subject to interest of 10% per annum compounded monthly of the outstanding amount.

7.6. Unless otherwise agreed in writing, on the anniversary of the Kick-off Date each Addendum shall be subject to a price increase of 10% (ten percent).

7.7. All payments in terms of or arising out of this Agreement –

7.7.1. Shall be made free of set-off, bank exchange, commission or any other deduction to the Party thereto; and

7.7.2. Neither Party shall have the right to defer, adjust or withhold any undisputed payment due to the other in terms of nor arising out of this Agreement or to obtain deferment of judgement for such amounts or any execution of such judgement by reason of any set-off or counterclaim of whatsoever nature or howsoever arising.

## 8. Undertaking as a Surety

8.1. By signing this Agreement, the authorised person signing on behalf of the Client or the designated Director as co-principal debtor (hereinafter referred to as “the Surety”) agrees to the provisions of this clause.

8.2. The Surety hereby interposes and binds itself as surety for and co-principal debtor *in solidum* with the Client for the payment by the Client to SovTech for any amount due to SovTech in terms of this Agreement and/or any other Addendum(s) as follows:

8.2.1. By signing this document the Surety agrees and understands that the Surety is liable to SovTech in its private and individual capacity as Surety for and co-principal debtor with the Client in favour of SovTech for payment of any amounts due to SovTech, now or at any time in the future.

- 8.2.2. The Surety understands that it shall also be liable to SovTech for any costs spent in trying to recover the money owed by the Client, such as interest, administration fees, legal costs and collection fees.
- 8.2.3. This Surety undertaking is an ongoing/continuing surety from the Surety to SovTech for as long as this Agreement continues. This surety shall be cancelled when so advised by SovTech to the surety in writing on the provision that the Client has no outstanding payments due.
- 8.2.4. The Surety acknowledges that it understands the contents of this surety and accepts that this undertaking shall be binding on it for any transactions agreed between SovTech and the Client.
- 8.3. SovTech shall serve any legal notices on the Surety at the address set out in this Agreement.
- 8.4. By signing this Agreement the Surety, as the surety, warrants the following:
  - 8.4.1. The information the Surety has provided in this Agreement is true and correct and should any details provided change, the Surety shall inform SovTech immediately in writing.
  - 8.4.2. The Surety have read and understand this Agreement and Surety undertaking and agrees thereto.
  - 8.4.3. The Surety is authorised by the Client to sign this Agreement and bind itself to this Agreement.

## 9. Warranties and Representations

- 9.1. The Parties acknowledge that by entering this Agreement and/or any other Addendum(s), they do not do so on the basis of and do not rely on any representation, warranty or other provision except as expressly provided in this Agreement and/or any other Addendum(s), and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

- 9.2. The Parties and their signatories, represents and warrants that they are duly authorised to enter into this Agreement and/or any other Addendum(s) and by entering into this Agreement and/or any other Addendum(s), each party acknowledges all the rights, duties and obligations contained therein.
- 9.3. SovTech shall not be liable for any infringement of third party Intellectual Property rights arising from the Client's instructions in delivering Services.
- 9.4. SovTech makes no representation that it is an expert regarding the Client's industry-specific rules, regulations and/or industry based practices of the Client's industry.
- 9.5. The Client shall ensure timely performance and to pay any costs relating to any third-parties appointed by the Client.

## 10. **Limitation of Liability**

- 10.1. Neither Party shall be liable to the other Party in connection with this Agreement or a Addendum(s), for any consequential, indirect, special, punitive or incidental damages, based on claims arising out of breach or failure of an express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in delict or otherwise, whether based on this Agreement, any commitment performed or undertaken under or in connection with this Agreement, or otherwise.
- 10.2. SovTech shall not be liable for any delay or costs relating to or caused by the Client or a third-party relating to the Client.
- 10.3. SovTech does not take responsibility for system failure caused by a lack of technical infrastructure or resources provided by the Client. This responsibility remains with the Client. SovTech is not responsible and cannot be held liable for any enabling infrastructure owned and operated by the Client, including but not limited to scanners, printers, and network infrastructure.
- 10.4. Despite anything to the contrary, the liability of either Party for any Claim for loss or damages arising under this Agreement or any Addendum(s) from whatsoever cause shall be limited to

the amount equal to the fees actually paid under the relevant Subscription Addendum entered into between the Parties.

- 10.5. The terms and obligations of this clause shall survive the termination of this Agreement.

## 11. Breach and Termination

- 11.1. Should either Party commit a material breach of any of the provisions of this Agreement and/or Addendum, the aggrieved party shall issue the breaching party with written notice to remedy the breach. Should the breaching party fail to remedy the breach, or to amend the conduct resulting in the breach, within 30 (thirty) days from the date of such written notice, the aggrieved Party shall, at its discretion, be entitled to:
- 11.1.1. terminate this Agreement or the relevant Addendum for a material breach by giving 30(thirty) days written notice to the breaching Party, unless otherwise agreed in writing; or
  - 11.1.2. claim immediate payment of all monies due or specific performance of any obligations as per the Addendum.
- 11.2. A material breach shall be a breach or failure to perform the Parties obligations included in clause 6 of this Agreement.
- 11.3. The aggrieved Party agrees to complete the relevant Breach Notice Form or Termination Notice Form.
- 11.4. Termination of this Agreement shall not limit either Party from using other remedies available to it, including injunctive relief, nor shall such termination relieve the Client of its obligation to pay all fees that are due and payable by the Client.

## 12. Confidentiality

- 12.1. This Agreement supersedes and replaces all existing agreements between the Parties relating to Confidentiality.

- 12.2. Each Party hereby undertakes for the continuance of this Agreement -
- 12.3. To protect and treat as confidential all Confidential Information (written, including information contained in electronic format, or oral) it shall have obtained or received from the other Party;
- 12.4. Not without the other's written consent, to disclose the other Party's Confidential Information in whole or in part to any other person save those of its employees and representatives involved in the implementation of this Agreement and who have a need to know the same; and
- 12.5. To use the other Party's Confidential Information solely in connection with the implementation of this Agreement and not for its own or the benefit of any third-party.
- 12.6. The Parties to this Agreement undertake to treat all matters relating to this Agreement as being confidential and, therefore, shall not, without the written approval of the others, disclose the provisions hereof or of any Addendum(s) to any third-party.

### 13. Data Protection

- 13.1. The Parties acknowledge the importance of protecting the confidential information and personal data that may be processed in the course of providing the Services.
- 13.2. The Client agrees to comply with all applicable data protection laws, including the POPI Act and any other privacy laws that may be applicable.
- 13.3. SovTech agrees to implement appropriate technical and organisational measures to protect the confidentiality and security of any personal data processed in the course of providing the Services. SovTech shall not process the personal data for any purpose other than as necessary to provide the Services.
- 13.4. Each Party shall comply with its obligations under Data Protection Legislation in respect of Personal Information processed by it in connection with this Agreement and the Services.
- 13.5. In processing the Personal Information, SovTech shall only process Personal Information::

- 13.5.1. to the extent necessary to provide the Services;
  - 13.5.2. in accordance with the specific instructions of the Responsible Party ; or
  - 13.5.3. as required by any regulator or applicable law.
- 13.6. SovTech may share Personal Information with other subsidiaries, personnel, and third-parties where necessary in order to protect the legitimate interests of any of the Parties or in connection with this Agreement and the Services.
- 13.7. SovTech may for purposes of the collection, use, storage or processing thereof, need to transfer the Personal Information to:
- 13.7.1. An outsourced information technology service provider; or
  - 13.7.2. Another country for legitimate purposes, including the use of cloud-based solutions; or
  - 13.7.3. Any Data Operators.
- 13.8. In the event of a personal data breach, SovTech shall promptly notify Client and take all reasonable steps necessary to remedy.
- 13.9. The Client shall be responsible to ensure that it has the necessary rights under applicable Data Protection Legislation to authorise SovTech to proceed with the collection, use, storage, processing, or transfer of its Personal Information whenever this is required for purposes of this Agreement and the Services.

#### 14. Force Majeure

- 14.1. Each Party shall be excused from timely performance in terms of this Agreement or any particular Addendum(s) for any period and to the extent that it is prevented from performing any obligations pursuant to this Agreement under a particular Addendum(s), in whole or in part, as a result of a Force Majeure Event. If either Party is prevented from, or delayed in performing any of its obligations in terms of a particular Addendum(s) by a Force Majeure Event, it shall promptly notify the other Party by telephone (to be confirmed in writing within 5



(five) days of the inception of the delay) of the occurrence of a Force Majeure Event and describe, in reasonable detail, the circumstances constituting the Force Majeure Event and of the obligations, the performance of which are thereby delayed or prevented. Such Party shall also use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

- 14.2. Should the Force Majeure Event impact the performance of a Party for a period exceeding 30 (thirty) days, the other Party shall have the right to terminate this Agreement or any particular Addendum.

## 15. Non-Solicitation and Non-Circumvention

- 15.1. Unless otherwise agreed in writing between the Parties, for the duration of this Agreement and for a period of 12 (twelve) months after termination of this Agreement, neither Party (the "Soliciting party or their Group") shall, directly or indirectly, or through any other third party, for its own account or as a representative or agent for any third-party, employ, engage for performance of services, persuade, solicit or attempt to solicit, induce, encourage, procure any current and/or any person who was a Resource of the other Party (the "Non-soliciting party or their Group") at any time during the 12 (twelve) months immediately prior to the termination of this Agreement -
- 15.1.1. To become employed by or interested directly or indirectly, or to perform services, in any manner whatsoever; or
  - 15.1.2. To terminate his/her employment or business relationship with the Non-soliciting party or their Group; or
  - 15.1.3. To furnish any information or advice to any unauthorised person.
- 15.2. Should the Client appoint a SovTech Resource at any time of this Agreement and/or for a period of 12(twelve) months after termination of this Agreement, the Client agrees to notify SovTech of this, and accepts liability for the payment of a placement fee. The placement fee payable by the Client for the introduction of the Resource to the Client is equal to 25% of the annual cost to company remuneration offered to the Resource. Placement fees are payable within 30(thirty) days of invoice date.

15.3. The Parties hereby undertake:

15.3.1. That they shall not in any way circumvent or attempt to circumvent the other Party by directly or indirectly dealing with the Confidential Information of the other party in present or future transactions; and

15.3.2. To ensure that their Representatives and other members of the group of which they are a part of, are made aware of and shall comply with the terms of this Agreement as if they were parties to it.

15.4. The obligations in terms of this clause shall survive termination or expiration of the Agreement and continue to be of full force and remain binding on the Parties.

## 16. Notices

All notices under this Agreement shall be in writing and be delivered to the email addresses and physical addresses indicated in the Contact Details Schedule below.

## 17. Sub-Contracting

SovTech shall be entitled to perform any or all of its obligations under this Agreement through agents or subcontractors, provided that SovTech shall remain liable for such performance and shall indemnify the Client against any loss or damage suffered by the Client arising from any act or omission of such agents or subcontractors.

## 18. General

18.1. This Agreement and the Addendum(s) constitutes the entire agreement between the Parties with regard to the subject matter thereof and no other conditions, warranties, guarantees, and representations shall be of any force or effect other than those which are included herein.

18.2. No alteration or variation to or consensual cancellation of this Agreement or an Addendum(s) shall be of any force or effect unless it is recorded in writing and signed by all the Parties to this Agreement.

- 18.3. No failure by a Party to enforce any provision of this Agreement or a Subscription Addendum shall constitute a waiver of such provision or affect in any way a Party's right to require performance of any such provision at any time in the future, nor shall the waiver of any subsequent breach nullify the effectiveness of the provision itself.
- 18.4. This Agreement and the Addendum(s) shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for therein.
- 18.5. Neither Party shall be entitled to assign this Agreement nor all or any of its rights and/or obligations hereunder without the prior written consent of the other Party.
- 18.6. In the event that any of the terms of this Agreement or a Subscription Addendum are found to be invalid, unlawful or unenforceable, such terms shall be severable provided that the remaining provisions shall remain of full force and effect. If any invalid term is capable of amendment to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.
- 18.7. The Parties shall each pay their own costs of negotiating, drafting, preparing and implementing this Agreement and the appendices to it.
- 18.8. Save as is expressly provided for in this Agreement, no provision of this Agreement or a Subscription Addendum constitutes a stipulation for the benefit of a third-person (i.e. a *stipulatio alteri*) which, if accepted by the person, would bind any Party in favour of that person.
- 18.9. The Parties undertake at all times to cooperate with each other in good faith in order to carry out this Agreement.

## 19. Counterparts/Electronic Signature

This Agreement and any Addendum(s) may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, the use of email, or other electronic media shall have the same force and effect as an original signature.

## Section B: Acceptance Of The MSA

### Contact Details Schedule

Client Contact Details	
Company name:	
Company Registration Number:	
Email Address for Invoicing purposes:	
Email Address for Notice purposes:	
Contact details:	
VAT Number:	
Physical Address for Notice purposes:	

SovTech Contact Details	
Company Registration Number:	
Email Address for Notice purposes:	
Physical Address for Notice purposes:	

### Acceptance of this Agreement

The terms and conditions of this Agreement is agreed to and accepted by:

For Client

Name of Authorised Signatory:	
Capacity:	
Date:	
Place:	

For Surety	
Name and Surname:	
Identity Number:	
Capacity:	
Contact Details:	
Email Address for Notice purposes:	
Physical Address for Notice purposes:	

For SovTech	
Name of Authorised Signatory:	
Capacity:	
Date:	
Place:	