



Standard Terms and Conditions

1. DEFINITIONS

- 1.1 "IEE" – INTELLIGENCE EVERYWHERE ENTERPRISES (PTY) LTD, a private company registered in terms of the company laws of the Republic of South Africa, under registration number 2016/319132/07, having its principal place of business at 195 Jan Smuts Avenue, Rosebank, 2196, South Africa, herein referred to as IEE.
- 1.2 "Services" – Voice and Data Services which are selected and agreed upon on the face hereof and any ancillary Services related thereto.
- 1.3 "Customer" – Company, Closed Corporation, Firm, Partnership or Persons contracting to receive the Services from IEE in terms of this Agreement.
- 1.4 "Agreement" – these terms and conditions as read together with the schedule on the face hereof.

2. APPOINTMENT

- 2.1 The Customer appoints IEE, which appointment IEE hereby accepts, to supply the services to the Customer, on the terms and conditions set out in the agreement.
- 2.2 The Customer agrees to be bound by the provisions contained in the notice, directive, or applicable call tariff plan issued by IEE and / or their Service Provider from time to time.
- 2.3 The Customer hereby authorizes –
- 2.3.1 a representative of IEE to communicate with Software Owners, Distribution Service Providers, telecommunication services providers or any other service providers (collectively, "the service providers") so that IEE is able to obtain all information which may be necessary in order for IEE to render the services. Should IEE so require, the Customer shall sign a separate letter authorizing IEE to approach Telkom and the service providers to request such information as aforesaid which can be furnished as proof that IEE has been mandated by the Customer to approach the service providers for the purposes set out in this 2.3:
- 2.3.2 IEE to enter into such agreements and arrangements with third parties as may be necessary for IEE to render the services.
- 2.4 Connection of the Customer shall be deemed to constitute acceptance of the offer, by IEE and commencement of this Agreement. This Agreement shall become binding between IEE and the Customer whether or not the Customer was notified of the acceptance of the offer.

3. TERM

- 3.1 The agreement shall commence on the date on which this Agreement is signed by the Party signing it last in time or order issued by the Customer indicating acceptance ("Commencement Date") and shall continue thereafter for an initial period of
- 3.1.1 For Capex-supply the Agreement shall commence on the Commencement Date and shall continue to be in operation until such time that both Parties have discharged their reciprocal obligations
- 3.1.2 For Opex-Services the Agreement shall commence on the Commencement Date and shall continue to be in operation for the duration Selected as per Supply agreement application form completed.
- 3.2 At the end of the initial period and additional initial periods, as the case may be, the service in question and the agreement shall be terminable by either party giving the other ninety days written notice of termination prior to the end of each period.
- 3.3 Notwithstanding 3.2, the terms shall remain in force for the entire agreement period / term as elected on the face hereof.

4. THE IEE SERVICES

- 4.1 The Company undertakes to provide one or all relevant services as per Customer Agreements completed
- 4.1.1 The supply of Managed Services, Consultancy, Licenses and or Equipment to the Customer, as per the terms and conditions set out in the agreement, subject to the terms and Conditions of the Company.
- 4.1.2 Where support is included the Company shall provide the necessary maintenance and support for the supplied services in accordance with the SLA (Annexure B) and subject to such further terms as may be agreed upon by the Parties from time to time.
- 4.1.3 The supply of Internet Access to the Customer, as per the terms and conditions set out in the agreement, subject to the terms and Conditions of the Company.
- 4.1.4 The supply of rental equipment to the Customer, as per the terms and conditions set out in the agreement, subject to the terms and Conditions of the Company.

5. COMPANY OBLIGATIONS

- The Company shall have the following responsibilities and obligations:
- 5.1 supply the Services in accordance with the quantities and Specifications as particularized in the Quotation;
- 5.2 supply the Services in accordance with the standards and the specified requirements and Specifications agreed to by the Parties in terms of this Agreement and as particularized in the Quotation;
- 5.3 complying with all laws, by-laws or regulations from time to time in force and governing the supply of the Services;
- 5.4 ensuring that during the continuance of this Agreement, its employees at all times, obey and observe all reasonable directions and instructions which may be given by the CUSTOMER regarding the supply of the Services.
- 5.5 simultaneously with the delivery of the Equipment to the CUSTOMER submit the following to the CUSTOMER:-
- 5.5.1 the Service's inventory or bill of materials;
- 5.5.2 the post-manufacturing testing data and certificates issued by the Manufacturer confirming that the any service where applicable meets the required functionality;
- 5.5.3 the English version of the Service's Documentation where applicable;
- 5.5.4 Warranty documents; and
- 5.5.5 License Terms and Conditions (where applicable).
- 5.6 be responsible for the complete project management of the implementation of this Agreement, as read together with the Quotation, including product procurement to ensure timely completion of the project;
- 5.7 provide a suitably qualified project manager and allocate adequate resources to the project team. Such project manager and resources shall be authorized to take proper actions and decisions on behalf of the Supplier in order to ensure the proper progress of the project;
- 5.8 deliver the Services in accordance with the product quantities and product Specifications as particularized in the Quotation;
- 5.9 undertake acceptance tests of the Services in accordance with any parameters, processes and procedures agreed to between the Parties; and
- 5.10 provide the necessary training for the operation of the Services in accordance with a mutually agreed time plan. The CUSTOMER shall provide a venue for the training and such

access to the Services as may be required by the Supplier to carry out the training, subject to the CUSTOMER's security rules, policies and procedures.

6. CUSTOMER'S OBLIGATIONS

- The Customer shall:
- 6.1 pay the Company the agreed Amount in respect of the Services supplied and delivered in terms of this Agreement as specified in the Quotation; and
- 6.2 render all necessary assistance to the Company to facilitate the supply of the Services in terms of this Agreement.
- 6.3 provide such access to its premises reasonably required to enable the Company to perform its contractual obligations in terms of this Agreement;
- 6.4 provide a project manager and allocate adequate resources to the project team. Such project manager and resources shall be authorized to take proper actions and decisions on behalf of the Customer in order to ensure the proper progress in the implementation of the Agreement; and
- 6.5 ensure that all decisions necessary for the progress of the implementation of the Agreement are made in reasonable time having regard to the Quotation and respond to agreed actions within the agreed time frame.
- 6.6 The Customer shall grant IEE access to its premises, equipment, telephone ports and or infrastructure so as to enable IEE to carry out its obligations in terms of this agreement;
- 6.7 Provide the infrastructure necessary for connection to IEE's services;
- 6.8 On request allow for license, usage verification and or compliance verification as may be necessary;
- 6.9 Grant IEE the first option to introduce to it new and/or improved service offerings should the need arise.
- 6.10 Grant IEE exclusivity for the provision of the services for the period of the agreement term/period
- 6.11 IEE endeavors that the Services rendered will be provided and maintained during the agreement period.
- 6.12 Due to the necessity of conducting repair and / or improvement work from time to time on technical infrastructure by means of which the Services are provided, the provision of the Services may be suspended from time to time without notice by IEE, and IEE, is exempted from all liability for any loss or damage (whether direct or consequential) and / or for any costs, claims or demands of any nature to Customer and / or any third party arising from such suspension.
- 6.13 The Customer shall have no claim of whatsoever nature and however rising against IEE including no right to cancel this Agreement or to withhold payment of any monies due in terms hereof should the Network from the ISP temporarily or otherwise fail, malfunction, provide no or poor coverage or should any of the Services of facilities provided by the Network Operators of IEE be temporarily unavailable.
- 6.14 The Customer shall not be entitled to set off or deduct any monies in respect of "dropped" or discontinued call and/or connections or temporarily unavailable Services, including facsimile and other Services. IEE does not make any representation or, give any warranty or guarantee of any nature whatsoever in respect of the Services.
- 6.15 The Customer shall be obliged to inform IEE in writing of any technical changes, personnel changes and / or contract detail changes that may affect the operation of the Services being offered.
- 6.16 IEE has the right to move the Customer to a new Network Operator only when this move will ensure more benefits for the Customer. This decision to move will be offered to the Customer in writing and may lead to an amendment of the Customer Agreement.

7. EQUIPMENT RENTAL

- 7.1 All risk in and to all equipment supplied by IEE to the Customer under the agreement ("equipment") shall pass to the Customer on installation.
- 7.2 If the equipment or any part thereof is lost, stolen or damaged, the Customer shall immediately notify IEE in writing and until such notification has been received by IEE the Customer shall remain liable for all costs and charges pertaining to such equipment. IEE shall as soon as reasonably possible issue replacement equipment to the Customer, and may in its discretion, require the Customer to effect payment of a reasonable charge in respect of the cost of issuing such replacement. Such loss, theft of, or damage to and/or the issue of replacement equipment shall in no way be deemed to constitute a termination of the agreement which shall continue to be of full force and effect.

- 7.3 The Customer agrees that any equipment supplied by IEE pursuant to the agreement is movable property and that notwithstanding any installation thereof at the Customer's premises, it is the clear and expressed intention that the equipment shall at all times remain the property of IEE who has the right to remove the equipment on termination of the agreement for any reason. Accordingly, the Customer undertakes forthwith upon the installation of the equipment to notify the landlord of the premises where the equipment is to be installed of IEE's ownership of the equipment.

8. CHARGES AND BILLING

- 8.1 In consideration for the provision of the services the Customer shall pay IEE the amount set out in each invoice by no later than the 7th of each month.
- 8.2 If applicable, the Customer shall pay IEE, monthly in advance, the port management fee and equipment rental amount set out in the proposal form.
- 8.3 IEE's monthly statement of charges shall be prima facie proof of the amounts owed by the Customer to IEE terms thereof and of the other facts stated therein and should therein and should respect of any call made or Services rendered by IEE, then the Customer shall bear the onus of proving that IEE's statement is incorrect in such respect.
- 8.4 Unless otherwise stipulated, all amount payable by the Customer to IEE in terms of this agreement are exclusive of VAT and any other statutory levies, taxes and imposts as may be levied thereon from time. The Customer shall accordingly be liable for VAT and all rates, taxes, government or statutory levies as may be imposed in respect of the service from time to time.
- 8.5 The Customer authorizes IEE to collect payments by way of an electronic debit order. Any cancellations of such a debit order without the prior written consent of IEE shall constitute a breach by the Customer of the agreement. The Customer shall pay IEE an amount equal to prime plus two percent (2%) per month of any overdue sums from the date on which such sums become payable.
- 8.6 The Customer agrees that payment shall only have been made to IEE when the monies remitted by the Customer have been received into IEE's bank account. Should any debit order be returned unpaid or stopped for whatever reason or should IEE exercise its right to suspend the provision of the Services due to late or non-payment of any monies due in terms thereof by the Customer, then the Customer shall pay an administration charge of R150 for each such non-payment, suspension or any other breach of this Agreement. Such amounts shall be liable upon demand by IEE. Defaulters details will be listed on ITC Transunion.



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- 8.7 The Customer agrees and acknowledges that a certificate given under the hand of a financial manager or controller of IEE whose status and authority need not be proved shall be considered prima facie proof of the amount due and shall entitle IEE to apply for judgment against the Customer and to obtain summary judgment or provisional sentence, as the case may be.
- 8.8 All airtime and subscriptions will be billed in advance. A deposit equal to the average monthly usage will be paid by the Customer before commencement of the services. This said deposit may be increased depending on change in average usage by the Customer.
- 9. BREACH**
- 9.1 Should either party ("the defaulting part") –
- 9.1.1 fail to pay any amount payable under the agreement within seven days after receipt of written demand requiring such payment, or
- 9.1.2 commit a breach of any provision (other than a payment obligation) of the agreement and, if such breach is capable of remedy, fail to remedy such breach within fourteen days after receipt of written demand from the other party requiring it to do so; or
- 9.1.3 be placed under liquidation, judicial judgment or any similar disability, whether provisionally or finally and whether voluntarily or compulsory; or
- 9.1.4 commit any act which if committed by any natural person would constitute an act of insolvency; or
- 9.1.5 become insolvent; or
- 9.1.6 comprise or attempt to compromise generally with any of its creditors; or
- 9.1.7 have a final judgment taken against it which impairs its ability to carry out its obligations under the agreement which is not satisfied within thirty days after the granting of such judgment, then the other party ("the aggrieved party") shall be entitled, without prejudice to any of its other rights under the agreement and/or in law and by giving written notice, to immediately cancel the agreement or to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, in either event without prejudice to this aggrieved party's right to claim damages.
- 9.2 The Customer will be entitled to refer any dispute between itself and IEE relating to the availability of the services, to any Telecommunications Representative who may be appointed as such by the Director General: Communications or his successor in title, the South African Telecommunications Regulatory Authority, or any successor thereof.
- 10. AVAILABILITY**
- The services provided by IEE are subject to Government regulated limitations, availability or telecommunications lines and infrastructure and may be temporarily/permanently refused, limited or curtailed as necessary or appropriate for the proper operation of the services.
- 11. SUSPENSION**
- IEE may at any time, on notice to the Customer, suspend the Customer's use of the service in the event that the Customer fails to perform any of its obligations or breaches any term/s of the agreement. The Customer remains liable for the applicable charges payable by it in terms of the agreement during any period suspension.
- 12. MODIFICATION OF TERMS**
- IEE frequently modifies and seeks to improve the services which it provides to its Customer's, and such changes may from time to time require that IEE at the same time modifies the terms and conditions regulating the use of such services. IEE shall have the right to modify the terms of the agreement (including, without limitation, the charges to be charged by IEE for the services) and to change/discontinue any feature or component of the services, as it may deem necessary. Any use by the Customer of the services after any such modification has been implemented shall be deemed to constitute acceptance by the Customer of such modification and the new terms and conditions of the agreement. The Customer is responsible for reviewing any modifications made by IEE to the service from time to time and to make itself aware of any such changes. It shall not be a defense against any assertion that the Customer accepted the modification and/or new terms and conditions of the agreement, that it was not aware of such modification.
- 13. ABUSE OF SERVICES**
- The Customer hereby warrants and undertakes in favor of IEE that the Customer shall comply with all relevant legislation and regulations imposed by any competent authority and all directives issued by IEE relating to the services, and hereby indemnifies IEE for any losses, expenses, damages, harm or amount for which IEE may become liable arising from or relating to the use of the services in any manner whatsoever which violates the terms of the agreement or any law, legislation or regulation and/or any claims made by any third party arising from the Customer's use of the services.
- 14. OBLIGATIONS ON TERMINATION/CANCELLATION/SUSPENSION**
- The Customer is liable for any obligation accrued at the date of termination, cancellation or suspension of the services, including without limitation the payment of any costs or charges that may arise in connection with such termination, cancellation or suspension, and the payment of all outstanding fees for the use of the services prior to the said termination, cancellation or suspension. The payment obligations of the Customer in terms of the agreement are not suspended, stayed, delayed or otherwise affected by any suspension of access to the services where such suspension arises from the Customer's failure to comply with, or violation of, the terms and conditions of the agreement or any law or legal obligation of the Customer. IEE shall be entitled to immediately deactivate the service/s on the date of termination or cancellation and further, has no obligation to the Customer after any termination or cancellation of the services and/or the agreement, as the case may be.
- 15. SETTLEMENT FEE**
- 15.1 Should –
- 15.1.1 the Customer cancel a service at any time or
- 15.1.2 the Customer's failure to comply with the terms of the agreement or
- 15.1.3 through no fault of IEE and/or due to factors which are beyond the control of IEE,
- The Customer shall pay IEE a settlement calculated by multiplying the total Customer fees amount by the number of remaining months, including any other amounts due as per IEE Customer statement.
- 16. CONFIDENTIALITY**
- 16.1 Notwithstanding the cancellation or termination of this agreement for any reason whatsoever, neither party shall during the existence of this agreement or at any time after the date of termination use, divulge, disclose, exploit, permit the use of or in any other manner whatsoever use the other party's confidential information or disclose the existence or contents of this agreement provided that the receiving party may disclose the other party's confidential information and the existence and contents of this agreement –
- 16.1.1 to the extent required by law (other than in terms of a contractual obligation of the receiving party);
- 16.1.2 to, and permit the use thereof by, its employees, representatives and professional advisers to the extent strictly necessary for the purpose of implementing or enforcing this agreement or obtaining professional advice or conducting its business, it being specifically agreed that any disclosure or use by any such employee, representative or adviser of such confidential or other information for any other purpose shall constitute a breach of paragraph 15 by the receiving party.
- 17. CERTIFICATE**
- A certificate by a director of IEE as to the amount owing by the Customer to IEE at any time shall be sufficient proof thereof for provisional sentence or summary judgment.
- 18. SPECIFIC WARRANTIES BY THE SUPPLIER**
- The Company warrants that:
- 18.1 it is authorized to supply the Services by the Manufacturers/OEM;
- 18.2 that any Warranty provided to the Customer in respect of the Services shall remain valid for the duration of the Warranty Period;
- 18.3 that the supply and delivery of the Services, during the Warranty Period, shall be carried out in a proper and professional manner by properly qualified personnel;
- 18.4 that it has reviewed all the requirements of the Customer and hereby warrants that it has or can procure Services in terms of this Agreement which is fit for the purpose for which it is required and which complies with the technical requirements and Specifications as set out in the Quotation;
- 18.5 any service that it provides hereunder shall be performed in a good and workmanlike manner and in accordance with industry best practices; and
- 18.6 the Services and all associated components will be free from material defects in material and workmanship for the Warranty Period.
- 19. GENERAL WARRANTIES**
- 19.1 The Parties warrant that:
- 19.1.1 they hold and will obtain and maintain any and all such licenses, permits, approvals, authorization, rights clearances, consents, exemptions, and registrations from any person, organization, or authority as may be necessary to fulfill their obligations and warranties under this Agreement for the term hereof;
- 19.1.2 in the exercise of their rights and obligations under this Agreement, they shall ensure that all relevant laws, regulations, license authorization, and permits are complied with;
- 19.1.3 all representations and warranties by them shall remain true and in force during the term of this Agreement;
- 19.1.4 they are duly authorised to enter into this Agreement and they are not bound by the provisions of any other Agreement, which could adversely affect compliance with the terms and conditions of this Agreement;
- 19.1.5 they shall not do anything that will be defamatory, injurious or in any way bring the reputation of the other Party, or any third party into disrepute or expose the Parties to any action, claim or demand by any third party arising out of any intentional or negligent act or omission on the part of any of the Parties or its employees, or any other person(s) acting under its authority with regard to the provisions of this Agreement; and
- 19.1.6 the signatories to this Agreement on behalf of the Parties are duly authorised to represent the Parties herein and to bind them hereto.
- 20. INDEMNITY**
- 20.1 The Company hereby indemnifies and holds the Customer harmless against any loss, claim, action, damage or expenses suffered or sustained by the Customer, or from any claim by any third party, pursuant to or arising out of the breach by the Supplier of its obligations, representations or warranties contained in this Agreement.
- 20.2 The Customer hereby indemnifies and holds the Company harmless against direct loss, claim, action, direct damages or expenses suffered or sustained by the Supplier pursuant to or arising out of the breach by the Customer of its obligations, representations or warranties contained in this Agreement.
- 21. CONFIDENTIALITY**
- 21.1 Neither Party shall disclose to any third party, any Confidential Information relating to the provisions of this Agreement including, but not limited to, inter alia, the financial terms and conditions except:
- 21.1.1 to the extent that it is necessary to comply with any law or court order; or
- 21.1.2 as part of such Party's normal reporting or review procedures to its shareholders and/or auditors and/or its attorneys.
- 21.1.3 Provisions of section 2.3
- 21.2 Save for the exceptions specified above, the Parties shall not, at any time, during or after the term of this Agreement, disclose to any person whatsoever any Confidential Information which the other Party has or may come into possession pursuant to the provisions of this Agreement.
- 22. EXCLUSION OF LIABILITY**
- IEE shall not be liable to the Customer for any loss, liability, damage or expense of whatever nature which the Customer may suffer or incur as a consequence of utilizing the services, irrespective of whether such loss or damage is direct or consequential. Without limiting the generality of the foregoing, IEE shall not be liable for any loss, liability, damage (whether direct, indirect or consequential) or expense suffered by the Customer which is caused by and/or attributable to –
- 22.1.1 any of the services being interrupted, suspended or terminated, for whatsoever reason; and/or
- 22.1.2 circumstances that constitute a force majeure event referred to in 25; and/or
- 22.1.3 any telecommunications network operators or secondary operator's infrastructure and/or communication line faults; and/or
- 22.1.4 the Customer's failure to perform its obligations under this agreement; and/or non-performance or delay in performance by any third party of any obligations which such third party is obliged to perform so as to allow IEE to render the services; and/or
- 22.1.5 failure in satellite and wireless connectivity; and/or
- 22.1.6 any power failure or power interruption; and/or
- 22.1.7 the failure of any hardware, software program, operating system, networks, telecommunications lines infrastructure and/or any other computer system (or any component thereof) of any third party on whom IEE and/or the Customer relies (whether directly or indirectly) to supply and/or receive, as the case may be, the services.
- 23. WAIVER**
- IEE's failure at any time to require strict performance by the Customer of any of the provisions of the agreement will not waive or novate IEE's right thereafter to require strict compliance with any provision of the agreement.
- 24. General**
- 24.1 Whole Agreement**
- The Agreement constitutes the whole of the agreement between the Parties relating to the subject matter hereof and save as otherwise provided herein no amendment, alteration, addition, variation or consensual cancellation of this Agreement (including this clause) will be of any force or effect unless reduced to writing and signed by the Parties hereto or their duly authorised representatives.
- 24.2 Cession and Assignment**
- This Agreement shall be binding on the Parties hereto and their respective successors and, subject to this clause, the assignees. The Parties shall not be entitled to assign or otherwise cede the benefit or burden of all or any part of the Agreement without the prior written consent of the other Party which approval shall not be unreasonably withheld.



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24.3 Severability

Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions shall be severable from the remaining terms and conditions which shall continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.

24.4 Waiver

No change, waiver or discharge of the terms and conditions of this Agreement shall be valid unless in writing and signed by an authorised representative of the Parties against which such change, waiver or discharge is sought to be enforced, and any such change, waiver or discharge will be effective only in the specific instance and for the purpose given. No failure or delay on the part of a Party hereto in exercising any right, power or privilege under the Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

24.5 Relationship of the Parties

Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency relationship or granting a franchise between the Parties and neither Party is in any manner entitled to make or enter into binding Agreements of any nature on behalf of any other Party.

24.6 Applicable Law

The Agreement shall be governed by and construed in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law.

24.7 No Collateral Terms and Conditions

The Parties agree that there are no other collateral terms or conditions to the Agreement, whether oral or written. All prior agreements and/or arrangements between the Parties in relation to matters herein contained or ancillary thereto (if any) shall be superseded by this Agreement.

24.8 Signing in counterparts

In the event that the Parties do not sign the same document, then this Agreement may be executed by each Party signing a counterpart, which counterparts together shall constitute one and the same Agreement.

24.9 Survival

The expiration or termination of this Agreement shall not affect such provisions of this Agreement as expressly provide that they will operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

25. FORCE MAJEURE

- 25.1 Neither Party shall be under any liability for any failure to perform any of its obligations due to events or circumstances outside the reasonable control of the Parties ("Force Majeure") which shall include but shall not be limited to fire, explosion, flood, natural disasters, acts of terrorism, war, rebellion, riot, power failures, telecommunication provider infrastructure failure, sabotage, orders or requests of any Government or any other authority, strikes, lockouts or other labour disputes, or delays in deliveries by sub-contractors caused by any such circumstances as referred to in this clause. The Party claiming Force Majeure shall notify the other Party of the intervention and on the cessation of such circumstances shall be allowed a reasonable extension of time for the performance of its obligations.
- 25.2 If the performance by either Party of any of its obligations under this Agreement is prevented or delayed by Force Majeure for a continuous period in excess of 30 (thirty) days, the other Party shall be entitled to terminate this Agreement by giving written notice to the Party so affected, whereupon all money due up to the point of termination under this Agreement shall be paid immediately, and in particular the Customer shall pay the Supplier all arrear payments in respect of any Services delivered in terms of this Agreement and/or Quotations.

26. BREACH AND TERMINATION

- 26.1 Should either Party ("the defaulting party") commit a breach of any of the provisions hereof, then the other Party ("the aggrieved party") shall be entitled to give the defaulting party 14 (fourteen) Business Days written notice to remedy the breach.
- 26.2 The aggrieved party shall be entitled to cancel this Agreement forthwith on written notice to the defaulting party upon the occurrence of any of the following events or circumstances:
- 26.2.1 if the defaulting party fails to comply with any of its obligations contained in this Agreement; or
- 26.2.2 if the defaulting party is provisionally or finally liquidated or placed under judicial management; or
- 26.2.3 if the defaulting party commits an act of insolvency or is sequestered in the case of a natural person; or
- 26.2.4 if the defaulting party ceases to carry on business, enters into any compromise or arrangement with its creditors or has a judgement granted against it, which remains unsatisfied for a period of 7 (seven) days after the granting thereof, or
- 26.2.5 if any representation, warranty or statement made by a Party in the Agreement is incorrect in any material respect as at the date on which it is made, alternatively should any representation, warranty, undertaking or statement which is repeated under this Agreement ceases to be correct in any material respect on any date during the term of the Agreement;
- 26.3 The exercise of the rights by the aggrieved party is without prejudice to such other rights as the aggrieved party may have at law; provided always that, notwithstanding anything to the contrary contained in this Agreement, the aggrieved party shall not be entitled to cancel this Agreement for any breach by the defaulting party unless such breach is a material breach going to the root of this Agreement and is incapable of being remedied by payment in money or if it is capable of being

remedied by payment in money, the defaulting party fails to pay the amount concerned within 14 (fourteen) Business Days after such amount has been determined, due notice of such determination and demand having been served on the defaulting Party by the aggrieved Party.

27. DISPUTE RESOLUTION

- 27.1 If any dispute arises out of or in connection with this Agreement, or related thereto, whether directly or indirectly, the Parties must refer the dispute for resolution firstly by way of negotiation and in the event of that failing, by way of arbitration. The reference to negotiation is a precondition to the Parties having the dispute resolved by arbitration.
- 27.2 A dispute within the meaning of this clause exists once one Party notifies the other in writing of the nature of the dispute and requires the resolution of the dispute in terms of this clause.
- 27.3 Within 10 (ten) Business Days following such notification, the Parties shall seek an amicable resolution to such dispute by referring such dispute to designated representatives of each of the Parties for their negotiation and resolution of the dispute. The representatives shall be authorised to resolve the dispute.
- 27.4 In the event of the negotiation between the designated representatives not resulting in an agreement signed by the Parties resolving the dispute within 15 (fifteen) Business Days thereafter, the Parties must refer the dispute for resolution by way of arbitration in accordance with the then current rules of the Arbitration Foundation of Southern Africa ("AFSA").
- 27.5 The periods for negotiation or arbitration may be shortened or lengthened by written agreement between the Parties.
- 27.6 Each Party agrees that the arbitration will be held as an expedited arbitration conducted in Sandton in accordance with the then current rules for expedited arbitration of AFSA by 1 (one) arbitrator appointed by agreement between the Parties, including any appeal against the arbitrator's decision. If the Parties cannot agree on the arbitrator or appeal arbitrators within a period of 10 (ten) Business Days after the referral of the dispute to arbitration, the arbitrator and appeal arbitrators shall be appointed by the Secretariat of AFSA.
- 27.7 The provisions of this clause shall not preclude any Party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of this dispute resolution process.
- 27.8 The references to AFSA shall include its successor or body nominated in writing by it in its stead.
- 27.9 This clause is a separate, divisible agreement from the rest of this Agreement and shall remain in effect even if the Agreement terminates, is nullified or cancelled for whatsoever reason or cause.
28. **Non-Solicitation**
- The Customer shall not at any time, during this Agreement, nor for a period of 1 (one) year after termination of this Agreement for any reason whatsoever either for itself or as the agent of anyone else, persuade, induce, solicit, encourage or procure any employee, agent, sub-contractor or authorised representative of The Company to:
- 28.1 become employed by or interested in any manner whatever in any business, firm, undertaking or company (all of which are hereinafter referred to as "any concern"), directly or indirectly in competition with the business carried on by The Supplier; or
- 28.2 terminate his employment with The Supplier.
29. **DOMICILIUM**
- 29.1 The Company chooses the address below as its *domicilium citandi et executandi* for the purposes of this Agreement:

INTELLIGENCE EVERYWHERE ENTERPRISES PTY LTD

Customer Service Division
13 Fredman Drive, Fredman Towers
Sandton
Attention: Manager Customer Service
Email: support@iee.co.za
With a copy to:
The Head: Legal Services
13 Fredman Drive, Fredman Towers
Sandton
Johannesburg
Email: legal@iee.co.za

- 29.2 The Customer chooses the address below as its *domicilium citandi et executandi* for the purposes of this Agreement:

As per invoice Delivery address

