

1. STANDARD TERMS AND CONDITIONS	1.7.1 without derogating from its rights in terms of these Terms and Conditions and/or the Engagement and/or in law, the Company shall be entitled to suspend the performance of any of its duties, functions and obligations hereunder or in terms of the	1.18.3 As a last resort and in the event where the Parties are unable to reach agreement, the matter will be further discussed between the respective corporate executive officers or their appointed nominees of the Parties. If the
1.1 SERVICE PROVIDER		dispute has not been resolved by such negotiation, the Parties shall submit the dispute to Arbitration
1.1.1. The service provider is F2 Business, Legal and Labour Solutions CC ("Fsqared"), 2002/088329/23	Engagement should the Client be in breach of a material aspect of the performance of any of its duties, functions and obligations hereunder and/or in terms of the Engagement, including, but not limited to, the withholding of any payment due by the Client to the Company hereunder and/or in terms of the Engagement.	Foundation of Southern Africa administered mediation, upon the terms set by the Arbitration Foundation of Southern Africa Secretariat. Failing such a resolution, the dispute, if arbitral in law, shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation.
1.2 DEFINITION OF TERMS	1.8 COPYRIGHT	The arbitration shall be held –
1.2.1. The following expressions shall have the following meanings unless the text clearly indicates otherwise or unless stipulated otherwise in an Agreement or in a corresponding Schedule:	1.8.1 All and any reference materials, specifications, proposals and general documentation and/or training manuals of the Company may not be copied or duplicated under any circumstances.	1.18.4.1 at Johannesburg in the Republic of South Africa;
1.2.1.1 "the Company" means F2 Business, Legal and Labour Solutions CC (Fsqared)	1.8.2 All material of the Company provided to the Client including but not limited to any Proposal documents, are subject to copyright laws and as such may under no circumstances be copied or distributed without the express written permission of a duly authorised representative of the Company.	1.18.4.2 on the basis that the proper law of the agreement contained in this clause 1.18 and of the
1.2.1.2 "the Client" means the party with whom the Company is engaging within a business transaction;	1.8.3 The Company owns and shall retain all right, title and interest in and to the Intellectual Property.	Terms and Conditions in which this clause 1.18 is contained shall be the law of the Republic of South Africa;
1.2.1.3 "the Parties" shall mean the Company and the Client jointly and "Party" means any one of them;	1.8.4 The Company shall have the right, at its own expense, and solely in its own name, to apply for, prosecute and defend the Intellectual Property.	1.18.4.3 with only the legal and other representatives of the Parties to the dispute present thereat, it being the intention that the arbitration shall be held and completed as soon as possible.
1.2.1.4 "the Engagement" means any agreement and all its corresponding schedules and/or annexures which shall form part of the "the Principal Agreement" and means any form of service provided to the Client that has been agreed upon between the Parties to commence via a recognised duly authorised communication protocol, which may take the form of a duly signed formal agreement, proposal or electronic email, and/or facsimile accepting a proposal and/or quotation authorising the commencement of the engagement ;	1.8.5 Nothing done pursuant to these Terms and Conditions and/or the Engagement shall transfer to the Client title or any other rights not expressly granted hereunder to any of the Intellectual Property.	1.18.5 The arbitrator's award may be made an order of any court of competent jurisdiction including, for the avoidance of doubt, any court which is authorised to make such an order by virtue of any treaty or legislation relating to the reciprocal enforcement of foreign arbitral awards or judgments.
1.2.1.5 "the System" means the Information Technology System of the Client which is to be supported and/or developed by the Company and shall include but not limited to all hardware, network support and webhosting where so specified.	1.9 NON SOLICITATION	1.18.6 The Parties hereby consent to the non-exclusive jurisdiction of the High Court of South Africa (Witwatersrand Local Division), as presently constituted, in respect of the proceedings referred to in 1.18.5 to 1.18.7.
1.2.1.6 "the Services" means the deliverables as documented in the Proposal documentation to be provided to the Client in respect of any engagement as documented in any agreement, proposal and/or quotation.	1.9.1 Client and Company staff members may not in any form whatsoever entice, encourage or approach each other's employees with the view of offering them employment or enticing them to leave the employ of their respective companies.	1.18.7 The Parties agree to keep the arbitration including the subject matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose the same to anyone except for the purposes of the arbitration proceedings in terms of this clause, any review thereof and obtaining an order in terms of 1.18.5.
1.2.1.7 "Supported Sites" means the site(s) at which the Consultant is required to work; and/or at which, services are to be rendered or goods are to be delivered.	1.9.2 The Client shall not make any offer of employment to, nor accept any offer of service from, any member of the Company's staff, any Consultant and/or any individual introduced by the Company to the Client at any time before, during or for a period of 12 (twelve) months after the termination of any Engagement. Should the Client want to retain the services of any of the Company's Consultants in a direct capacity or through a third party, for any means of consulting or contracting purposes, this will be considered a breach of these Terms and Conditions and the Client will become immediately liable to pay the Company a penalty of R3 000 000 (three million rand).	1.18.8 The provisions of this clause 1.18:-
1.2.1.8 "Contractual Period" means the duration of any Engagements between the Client and the Company;	1.10 ANNUAL PRICE REVIEW	1.18.8.1 constitute an irrevocable consent by the parties to any proceedings in terms hereof and no Party shall be entitled to withdraw therefrom or claim at any such proceedings that such provisions do not bind it;
1.2.1.9 "Client's Representative" means the authorised representative of the Client who from time to time is duly authorised to make executive decisions on behalf of the Client;	1.11 The Company reviews its pricing annually during August of every year and hereby reserves the right to implement new price lists effective from the 1 st September each year. Ad hoc price increases due to exchange rate fluctuation and Service Provider cost changes shall be passed on to the Client as and when applicable.	1.18.8.2 constitute a separate agreement, severable from the rest of the Engagement and shall remain in effect despite determination of or invalidity for any reason of the Engagement.
1.2.1.10. "the Consultant" means the individual provided by the Company to supply the Services to the Client;	1.12 EXCHANGE RATE FLUCTUATIONS	1.18.8.3 It is an explicit term of the Engagement that unless a Party makes itself guilty of a material breach of the Engagement, the Parties shall proceed with the Engagement in its normal way whilst the dispute is being dealt with in terms of this clause.
1.2.1.11. "the Consulting Rate" means the applicable fee that is payable for the Services rendered;	1.12.1 The Company reserves the right to change its pricing caused by exchange rate fluctuations where these materially affect the price of the Services.	1.19 WAIVER
1.2.1.12. "Time Sheet" means the internal Company time record system that the Consultant is obliged to complete on a weekly and/or daily basis and have a printed copy authorised and signed by the authorised Client's Representative. The time sheet shall consist of a detailed description of the Consultant's time spent on the relevant project against activities conducted by the Consultant.	1.13 VALUE ADDED TAX	1.18.1 Failure or neglect by either Party to, at any time, enforce any of the provisions of the Engagement shall not, in any manner, be construed to be a waiver of any of that Party's rights in that regard and in terms of the Engagement.
1.2.1.13. "Terms and Conditions" means the standard terms and conditions of the Company recorded in this document and all schedules and/or annexures hereto;	1.13.1 All fees exclude VAT and any other taxes, which will be for the Client's account, calculated in accordance with South African law.	1.18.2 Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of the Engagement, or prejudice the right of that Party to institute subsequent action.
1.2.1.14. "Proposal documentation" means the proposal documentation provided by the Company to the Client in respect of the Services to be performed by the Company. This can be in the form of but is not limited to electronic mail, verbal communication or physical documentation;	1.14 FORCE MAJEURE	1.21.2.2 The Parties shall be solely responsible for and hereby indemnify each other and hold each other free and harmless from any and all costs, damages and claims from or in connection with illness, injuries, or the death of any of their respective personnel, agents, and the personnel of their respective contractors and sub-contractors;
1.2.1.15. "force majeure" means any event outside of a Party's reasonable control, and includes but is not limited to floods, drought, fire, high winds, extreme heat or cold, heavy rain, hail, lightning, strike, civil disturbance, state action, terrorism and any other similar events;	1.14.1 If the performance of a material part of any Engagement is suspended due to force majeure, the one Party shall give the other Party written notice of the condition of force majeure.	1.21.2.3 The Parties hereby indemnify each other and hold each other free and harmless against any damages to the property of or such persons in any manner sustained or allegedly sustained in connection with the performance of the Engagement;
1.2.1.16. "Intellectual Property" means all intellectual property embodied in or attaching to the Services including, without limitation, all copyrights, patents or trademarks, whether registered or unregistered, as well as all trade secrets and know-how, Confidential and Proprietary Information.	1.14.2 The Parties shall employ their best endeavours to ensure the provision of the Services during the course of the force majeure.	1.21.2.4 The Parties shall ensure that they do not in any manner infringe or allow any infringement of a third party's intellectual property rights (copyright, patent rights and the like) in the performance of the Engagement and each Party hereby indemnifies the other Party against any claims arising against such other Party as a result of any such infringement.
1.2.1.17. "Confidential and Proprietary information" shall mean any and all information, oral or written that is not generally known by persons not employed by or parties to contracts with the Company, including but not limited to:	1.14.3 The Party first affected by force majeure shall do its utmost to reinstate the performance due in terms of the Engagement in the shortest possible time.	
1.2.1.17.1. application, database, and other computer software developed or acquired by the Company, whether now or in the future, and all modifications, enhancements and versions thereof and all options available with respect thereto, and all future products developed or derived therefrom;	1.14.4 Relevant delivery dates or times allowed for performance shall be adjusted to allow for the effects of such force majeure, as may be agreed between the Parties by written notice.	
1.2.1.17.2. Source and object codes, flowcharts algorithms, coding sheets, routines, sub-routines, design concepts and related documentation and manuals;	1.14.5 If the notice referred to in clause 1.14.1 is not given by the Party first affected by such force majeure, the other Party may, in its sole discretion, refuse to allow such adjustment of the relevant delivery dates or time allowed for performance, with regard to the delivery and performance due in terms of the Engagement, of the Party first affected by force majeure.	
1.2.1.17.3. Marketing techniques and arrangements, mailing lists, purchasing information, pricing policies, quoting procedures, financial information, customer and prospect names and requirements, employee, customer supplier and distributor data and other materials and information relating to the Company's business and activities and the manner in which the Company does business;	1.14.6 Notwithstanding anything contained in this clause, performance of other material parts of the Engagement still due and possible of performance by the Party first affected by force majeure, shall continue to be performed.	
1.2.1.17.4. Discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities processes, formulas, inventions, computer-related equipment or technology, techniques "know-how", designs, drawings and specifications;	1.14.7 If a period of 4 (four) weeks has elapsed, and if the condition of force majeure persists beyond such period, either Party shall be entitled to cancel the Engagement by written notice to the other Party, with immediate effect and without prejudice to either Party's rights obtained in terms of the Engagement.	
1.2.1.17.5. Organizational charts, internal telephone lists and employee directories, salary information, benefits, and other personnel information that is not publicly available;	1.15 WARRANTY OF AUTHORITY	
1.2.1.17.6. Pricing methodology and formulae;	1.15.1 Each Party warrants to the other Party that it has the requisite power, authority and legal right to sign and enter into the Engagement and to bind the Parties to the Engagement and that the Engagement has been duly authorised by all necessary actions of its directors and constitutes valid and binding obligations on it in accordance with the terms of the Engagement.	
1.2.1.17.7. Any other materials or information related to the business or activities of the Company that are not generally known to others engaged in similar businesses or activities;	1.16 APPLICABLE LAW	
1.2.1.17.8. All ideas which are derived from or relate to your access to or knowledge of any of the above enumerated materials and information;	1.16.1 The laws of the Republic of South Africa shall apply to the Engagement and any dispute that may arise between the Parties in regard thereto shall be settled in the Republic of South Africa.	
	1.17 BREACH	
	1.17.1 Should either of the Parties commit a breach of the Engagement or fail to carry out any of the obligations imposed on it in terms thereof and should the defaulting Party fail to remedy such breach within 14 (fourteen) days after receipt of written notice from the aggrieved Party requiring such breach to be remedied, then and in such event the aggrieved Party shall, at its option and notwithstanding anything to the contrary contained herein be entitled to cancel the Engagement and claim such damages as it shall have suffered as a result of such breach.	
	1.17.2 Notwithstanding the provisions of clause 1.15.1. above, the Engagement may be terminated without notice by either Party should either Party at any time be placed in liquidation, whether provisional or final liquidation, or if it goes into voluntary liquidation, other than solely for amalgamation or reconstruction or if it compromises with its creditors.	
	1.18 DISPUTE RESOLUTION	
	1.18.1 The Parties shall, considering the nature of the business relationship to be entered into, jointly decide on appropriate mechanisms to resolve any disputes, which may arise during the duration of the Engagement. The mechanism shall, as far as possible, endeavour to be as informal as possible and to avoid any formal dispute resolution and to expedite the process as far as possible.	
	1.18.2 In the event of any disagreement arising and the Parties being unable to reach agreement at the Account Manager level, the dispute will be referred to the next appropriate level of management of the Parties applicable in order to endeavour to settle the dispute through bona fide negotiations.	
1.19 CESSION		
1.19.1 Neither Party is, entitled to cede, delegate, assign, or in any other manner dispose of any of its rights or obligations in terms of the Engagement, without the prior, written consent of the other Party.		
1.20 SEVERABILITY		
1.20.1 If any term, condition, provision, performance and/or any part thereof in the Engagement is determined to be invalid, illegal, unlawful or unenforceable to any extent, that term, condition, provision or performance or the relevant part thereof shall be severed from the remaining terms, conditions, provisions and performance of the Engagement, and the Engagement so altered shall remain of force and effect, provided that the severing of the relevant portions does not affect the essence of the Engagement.		
1.21 LIMITATION OF LIABILITY		
1.21.1 Although the Company undertakes to perform its duties and obligations in terms of the Engagement in a professional and proper manner, strictly in accordance with the Engagement, the Company and/or any of its employees, directors, associates of sub-contractors shall, subject to Clause 1.21.2, not be liable or responsible to the Client for any loss of data and/or any indirect and/or consequential damages such as, but not limited to loss of profit or loss of production arising either directly or indirectly as a result of the performance of the Engagement.		
1.21.2 Each Party hereby indemnifies and holds free and harmless the other Party from any and all claims for loss of data and/or any indirect and/or consequential damages, provided that:		
1.21.2.1 Such damages or claims are not the direct result of the wilful acts or omissions and/or gross negligence on the part of the Party, its agents, assigns and personnel;		