

GENERAL TERMS

1. Payment

- 1.1. Provided that a valid invoice has been received by SOUL CITY, THE SERVICE PROVIDER shall furnish a invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 1.2. Payments shall be made promptly by SOUL CITY, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 1.3. Payment will be made in Rand unless otherwise stipulated.

2. Holding Over of Payments

In the event that SOUL CITY and the SERVICE PROVIDER dispute or fail to reach agreement on any specific items or items relating to the FEE and/or disbursements invoiced by the SERVICE PROVIDER, then the SERVICE PROVIDER will continue providing the SERVICES in terms of this AGREEMENT and SOUL CITY will continue to pay all undisputed amounts due by SOUL CITY in terms of this AGREEMENT on due date therefor.

3. Limitation of Liability and Indemnity

- 3.1. SOUL CITY shall not, at any time be liable for any injury, loss, delay, inconvenience, or damage (whether direct or indirect, consequential, or otherwise) to any person or property suffered by the SERVICE PROVIDER, their employees, agents, any member of the public or other persons whomsoever, as a result of, or in connection with, the SERVICES rendered by the SERVICE PROVIDER in terms of this AGREEMENT from whatsoever cause arising.
- 3.2. The SERVICE PROVIDER hereby indemnifies and hold SOUL CITY harmless against any claims (including but not limited to claims by governmental authorities or others in connection with the failure by the SERVICE PROVIDER to comply with any Act, law, ordinance, decree, municipal by-law, regulation or other legal requirements), including costs and expenses (which includes costs on an attorney and own client scale) incurred in connection therewith, arising from such injury, loss or damage. The SERVICE PROVIDER specifically undertakes and warrants to defend SOUL CITY against such claims.

4. Confidential Information

During the duration of this AGREEMENT and at any time after this AGREEMENT has been terminated, the SERVICE PROVIDER irrevocably

and unconditionally undertakes to SOUL CITY that the SERVICE PROVIDER:

- 4.1. Acknowledges and agrees that, by virtue of its association with SOUL CITY, it will come into possession of SOUL CITY'S CONFIDENTIAL INFORMATION;
- 4.2. Shall use SOUL CITY'S CONFIDENTIAL INFORMATION only for the purpose of performing its obligations under this AGREEMENT and for no other purpose whatsoever; and
- 4.3. Shall protect SOUL CITY'S CONFIDENTIAL INFORMATION by using a reasonable degree of care to prevent the unauthorised use, dissemination, communication, or publication of SOUL CITY'S CONFIDENTIAL INFORMATION.

5. Intellectual Property and Proprietary Information

- 5.1. SOUL CITY is the exclusive owner and/or holder of SOUL CITY'S INTELLECTUAL PROPERTY and the CONFIDENTIAL INFORMATION, and the SERVICE PROVIDER will have no rights in and to such INTELLECTUAL PROPERTY and CONFIDENTIAL INFORMATION, irrespective of whether such INTELLECTUAL PROPERTY and CONFIDENTIAL INFORMATION may be developed or be in the process of being developed (whether by the SERVICE PROVIDER or otherwise) as a result of or in connection to the provision of the SERVICES in terms of this AGREEMENT.
- 5.2. The SERVICE PROVIDER hereby transfers and assigns any and all of the INTELLECTUAL PROPERTY developed and/or to be developed by the SERVICE PROVIDER in rendering the SERVICES in terms of this AGREEMENT to SOUL CITY as SOUL CITY'S sole property. The SERVICE PROVIDER will have no rights in and to such property and save for the payment of the FEE envisaged in Clause 6 of this AGREEMENT, will have no right to claim any payment or consideration in respect thereof from SOUL CITY.
- 5.3. The SERVICE PROVIDER shall immediately and fully disclose to SOUL CITY any such INTELLECTUAL PROPERTY it has developed, invented, or acquired. SOUL CITY undertakes to acknowledge the SERVICE PROVIDER as the author of the work wherever it is reasonably possible to do so.
- 5.4. It is specifically agreed between the PARTIES that SOUL CITY, in its sole and absolute discretion, shall be entitled to make any changes, alterations, adaptations, additions, edits and/or complete any of the SERVICE PROVIDER'S work delivered as result of or in connection to, the provision of the SERVICES in terms of this AGREEMENT and/or appoint a third party to attend thereto on its behalf.

6. Good Faith

- 6.1. Each PARTY hereby commits to the principles of good corporate governance, transparency, and goodwill in all its dealings with the other PARTIES and undertakes to conduct its affairs in connection with the SERVICES in good faith and in accordance with any and all applicable legislation.

7. Termination

- 7.1. Any PARTY shall be entitled to terminate this AGREEMENT by way of a written notice delivered to the other PARTIES, as specified in Clause 26.1 on any or all of the following grounds:

- 7.1.1.1 Either PARTY goes into voluntary or involuntary liquidation or has commenced such proceedings; and/or
- 7.1.1.2 Either PARTY is declared insolvent either provisionally or finally, in insolvency proceedings or other legal proceedings; and/or
- 7.1.1.3 An agreement with creditors has been reached by either PARTY due to its failure or inability to pay its debts as they fall due; and/or
- 7.1.1.4 Where a receiver is appointed over the whole or part of either PARTY'S business.

- 7.1.2 Notwithstanding anything to the contrary contained in this AGREEMENT, SOUL CITY will be entitled to terminate this AGREEMENT with immediate effect if, in its sole opinion the reputation of SOUL CITY will be negatively affected due to SOUL CITY'S association with the SERVICE PROVIDER, its activities and/or omissions (including, but not limited to acts involving corrupt practices and the contravention of any law or regulation, etc.). SOUL CITY reserves its rights to avail itself to any and all remedies available to it in law to enforce its rights in terms of this AGREEMENT and otherwise, including, but not limited to the recovery of any damages suffered from the SERVICE PROVIDER.

- 7.1.3 In the event that SOUL CITY is the terminating PARTY, then SOUL CITY shall pay to the SERVICE PROVIDER:

- 7.1.3.1 Forthwith all and any amounts due and owing to the SERVICE PROVIDER on the date the notice of termination of this AGREEMENT is given; and

- 7.1.3.2 All and any such amounts as become payable during the termination notice period (if applicable), as and when they fall due.
 - 7.1.4 In the event of the AGREEMENT being terminated in terms of this clause 8, the SERVICE PROVIDER undertakes in favour of SOUL CITY to, during the period between the termination notice and the termination date:
 - 7.1.4.1 Ensure an effective and efficient handover of all documents, processes etc. still in its possession to SOUL CITY, and
 - 7.1.4.2 Not incur any costs in respect of the SERVICES (and if applicable, any additional SERVICES agreed on) save with the prior written permission of SOUL CITY, which permission will not be reasonably withheld.
 - 7.1.5 Save for the provisions of Clauses 2.2, neither PARTY shall have any further claims against the other PARTY in connection with any termination effected in terms of this Clause
 - 7.1.6 In the event funding constraints from its funders and/or owing to economic pressures outside the control of SOUL CITY, SOUL CITY shall in its sole discretion be entitled to terminate this AGREEMENT by way of a written notice delivered to the SERVICE PROVIDER. The notice of termination of this AGREEMENT shall stipulate the termination date and shall be delivered by SOUL CITY to the SERVICE PROVIDER not less than 30 (thirty) days before the stipulated termination date.

8. Breach

- 8.1. If a PARTY to this AGREEMENT commits a breach of any of the provisions of this AGREEMENT and remains in breach for 14 (fourteen) days after receipt of written notice from the other PARTY requiring such breach to be remedied, then the other PARTY will be entitled (without prejudice to any other rights or remedies which it may enjoy in law) to claim specific performance or to cancel this AGREEMENT and in either case to claim all damages which it has suffered from the defaulting PARTY.
- 8.2. The provisions of this clause do not constitute a waiver by a PARTY of its common law rights and remedies arising from any breach of this AGREEMENT.

9. Arbitration

- 9.1. Any dispute arising from or in connection with this AGREEMENT or the termination thereof may, at the request of any PARTY to the dispute, be referred to an arbitrator in accordance with the Rules of the Arbitration Foundation of Southern Africa (AFSA), (or its successor in title). The arbitrator's decision will be final and binding on the PARTIES to the dispute.
- 9.2. Any PARTY will be entitled to apply for, and if successful, be granted, an interdict from any competent court having jurisdiction.

10. Force Majeure

A PARTY is not liable for failure to perform the PARTY'S obligations in terms of this AGREEMENT if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction (by no fault of the PARTY involved), blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service. In the event that this AGREEMENT cannot be performed, or its obligations fulfilled for any reason beyond either PARTY'S reasonable control for a continuous period of three months, then either PARTY may, at its discretion, terminate this AGREEMENT by notice in writing at the end of that period.

11. Whole Agreement

- 11.1. This document constitutes the whole agreement between the PARTIES with regard to the matters regulated by this AGREEMENT. No PARTY will be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- 11.2. No addition to, variation of, or agreed cancellation of this AGREEMENT will be of any force or effect unless in writing and signed by or on behalf of the PARTIES.

12. Cession, Delegation or Assignment

No cession, delegation or assignment of any rights or obligations in terms of this AGREEMENT will be of any force or effect unless in writing and signed by or on behalf of the PARTIES.

13. Relaxation or Indulgence

No relaxation or indulgence that any PARTY may grant to the other will constitute a waiver of the rights of that PARTY and will not preclude that PARTY from exercising any rights which may have arisen in the past or which

might arise in the future.

14. Survival of Termination

Any provision of this AGREEMENT that contemplates performance or observance subsequent to any termination or expiration of this AGREEMENT will survive any termination or expiration of this AGREEMENT and continue in full force and effect notwithstanding that the clauses themselves do not expressly provide for this.

15. Severability

Each provision of this AGREEMENT is severable, the one from the other and, if at any time any provision is, or becomes, or is found to be invalid, illegal, or otherwise unenforceable for any reason, by a court of competent jurisdiction, the remaining provisions of this AGREEMENT will continue to be of full force and effect.

16. Counterparts

This AGREEMENT may be signed in as many counterparts as may be needed, each of which together will constitute one and the same AGREEMENT.

17. Applicable Law and Jurisdiction

17.1. This AGREEMENT will be subject to the law of the Republic of South Africa.

17.2. The PARTIES consent to the non-exclusive jurisdiction of the High Court of South Africa for any proceedings arising out of or in connection with this AGREEMENT.

18. Costs

18.1. Each PARTY will bear their own costs of and incidental to the negotiation, preparation, and execution of this AGREEMENT.

18.2. Any costs, including attorney and own client costs and Value Added Tax, incurred by a PARTY arising out of a breach of this AGREEMENT by the other PARTY will be borne by the PARTY in breach.

19. Fraud and corruption

19.1. The SERVICE PROVIDER hereby understands and acknowledges that SOUL CITY has a zero-tolerance policy in respect of fraud and/or corruption and hereby commits and undertakes in favour of SOUL CITY to abide by any and all laws relating to fraud and/or corruption and not to, either actively or by omission, commit, partake, encourage, allow, initiate, or assist in any activities relating to fraud and corruption.

- 19.2. Nothing in this agreement shall limit or exclude the SERVICE PROVIDER's liability for fraud, corruption, or fraudulent misrepresentation.

20. Sexual harassment

- 20.1. The SERVICE PROVIDER hereby understands and acknowledges that SOUL CITY has a zero-tolerance policy in respect of sexual harassment and hereby undertakes to comply with the SOUL CITY Anti-sexual harassment policy annexed hereto.

21. Personal Information

- 21.1. It is recorded that the information in relation to SOUL CITY and/or any its consultants or advisors, or any of its employees, and/or the individuals and communities involved in its initiatives, and the transactions contemplated in this Agreement, provided to the SERVICE PROVIDER from time to time pursuant to this Agreement may constitute personal information ('Personal Information').

22. Consent and authorisation

SOUL CITY specifically and unconditionally consents to the SERVICE PROVIDER:

- 22.1. processing the Personal Information within the authorization provided to the SERVICE PROVIDER:
- 22.2. which SOUL CITY appointed them, its consultants or advisors, or any of their respective employees, provides information to the SERVICE PROVIDER and/or any representatives of the SERVICE PROVIDER, for any purpose in order for SOUL CITY to conclude, effect and/or enforce this Agreement and perform its obligations under this Agreement, and all matters incidental thereto;
- 22.3. storing any and all information constituting Personal Information for the duration of this Agreement in compliance with the safety measures referred to in Section 19 of Protection of Personal Information Act, 2013 ("POPI") (wherever they may be located, including in countries which may not have data protection laws similar to South Africa);
- 22.4. The SERVICE PROVIDER shall treat the Personal Information which comes to their knowledge as confidential and shall not disclose it, unless required by law or in the course of the proper performance of their duties.
- 22.5. The submission by SOUL CITY and/or any of their consultants or advisors or any of their respective employees of any Personal Information to the SERVICE PROVIDER and/or any representatives of the SERVICE PROVIDER, in any form in respect of this Agreement or any transaction contemplated in this Agreement, constitutes an acknowledgement by SOUL

CITY that such conduct is authorised and constitutes an unconditional, specific, and voluntary consent to the processing of such information.

23. Notification of any changes or errors

- 23.1. SOUL CITY undertakes to notify the SERVICE PROVIDER in writing of any changes or errors to the Personal Information provided to the SERVICE PROVIDER and the SERVICE PROVIDER undertakes to update such Personal Information within a reasonable time after being notified of any changes or errors.

24. Disputes

- 24.1. Any dispute arising out of or in connection with the utilising of the Personal Information provided to the SERVICE PROVIDER, SOUL CITY undertakes to first attempt to resolve any concerns with the SERVICE PROVIDER by addressing a complaint in writing to the SERVICE PROVIDER. If no satisfactory outcome has been achieved, then SOUL CITY shall be entitled to lodge a complaint with the Information Regulator, once established in terms of POPI.

25. POPI defined terms

- 25.1. All terms defined in POPI and used in this clause shall for purposes of this clause bear the meanings assigned to them in POPI.

26. Notices

- 26.1. The PARTIES choose *domicilium citandi et executandi* at the following street address in the Republic of South Africa, at which address all notices, legal processes and other communications must be delivered for the purposes under this AGREEMENT:

26.1.1 SOUL CITY INSTITUTE NPC:
Physical Address: Block D
05th Floor,
Sunnyside Office Park
32 Princess of Wales Terrace
Parktown
2193
Telephone Number: 011 771 7939
Email: phinah@soulcity.org.za
For attention: Ms Phinah Kodisang

- 26.2. Any PARTY is entitled to change its domicilium to another street address within the Republic of South Africa by written notice to the other PARTY. Such

change of domicilium will take effect upon receipt of notice in writing by the addressee of such change.

- 26.3. All notices may be delivered by hand at the domicilium citandi et executandi of the addressee (in which case it will be deemed to have been received when delivered) or by email (in which case it will be deemed to have been received on the day of dispatch) or by prepaid registered post (in which case it will be deemed to have been received on the seventh business day after dispatch). Such receipt is deemed notwithstanding that neither the addressee nor any other person is present at such address at the time.
- 26.4. Notwithstanding anything to the contrary herein contained, a written notice actually received by a PARTY will be adequate written notice to it, notwithstanding that it was not delivered as envisaged herein.