CT LAB (Pty) LTD - STANDARD SUPPLY TERMS

Version valid as of **2005-03-06**

The following is a statement of the current standard terms of business under which CT LAB (Pty) Ltd (Registration Number 2000/008334/07) provides services and/or products to its customers. We refer to ourselves as "CT LAB" in this document. Any person or entity that validly accepts a proposal for services and/or products provided by us will enter into a binding agreement with us. Such a person or entity is referred to as a "Customer" in this document and we refer to a validly accepted proposal and/or quotation and/or order and/or concluded sale as a "Proposal". Unless otherwise agreed in writing, all Proposals are subject to these terms as they may be amended or replaced from time to time.

1. APPLICATION

1.1 ***Application.*** Unless otherwise agreed, the prevailing version of these Supply Terms will apply to each Proposal concluded with CT LAB. These Supply Terms will be incorporated into and form part of each such Proposal while these Supply Terms remain valid. However, unless otherwise provided in a Proposal, the terms and conditions of any one Proposal shall not apply to any other Proposal.

1.2 ***Validity.*** These Supply Terms shall be valid from the date specified at the head hereof until replaced by CT LAB with amended or new Supply Terms. Such a replacement will not affect the terms of any Proposals already concluded prior to the date on which the replacement Supply Terms are specified by CT LAB to take effect, but the replacement Supply Terms will apply to all Proposals concluded on or after the date on which the replacement Supply Terms are specified to take effect.

1.3 ***Conflicts.*** Insofar as any term and condition in a Proposal clearly and expressly conflicts with these Supply Terms, the Proposal shall override these Supply Terms.

2. DEFINITIONS AND INTERPRETATION

2.1 ***Definitions***. In these Supply Terms, the following terms shall have the meanings ascribed to them hereunder and cognate terms shall have similar meanings:

2.1.1 "**Confidential Information**" means information obtained by one Party relating to the technology or business of the other Party that is of a confidential and proprietary nature and includes, without limitation, documentation, trade secrets (as protected by any applicable trade secret protection framework in the relevant territory in which the Parties conduct their business), the Know-How, inventions, techniques, processes, programs, algorithms, schematics, data, financial, customer and pricing information and any other information of a confidential nature relating thereto and any confidential information relating to business, affairs which the Parties may disclose to each other whether in writing or orally or otherwise;

2.1.2 "**Connectivity**" means the network access of the Customer System to the CT LAB System (including via third party data telecommunication networks) as may be specified by CT LAB in writing;

2.1.3 "**Contract Year**" means each successive 12 (twelve) month period during the term of the Proposal, the first of which commences on its Effective Date;

2.1.4 "**CT LAB System**" means the computer systems and platforms used by CT LAB to provide Services to Customer pursuant to Proposal, including the software components forming part thereof (if any) but shall not include Connectivity;

2.1.5 "**Customer Data**" means all data submitted by the Customer CT LAB that is in connection with the Services, whether that data was submitted to the CT LAB System via the Customer System or otherwise;

2.1.6 "**Customer Site**" means any location at which the Equipment is to be installed in connection with the Services;

2.1.7 "**Customer System**" means the computer systems, devices and equipment used by the Customer for purposes of receiving the Services and/or accessing the CT LAB System, including the Connectivity;

2.1.8 "**Data Protection Laws**" mean any Laws applicable to a territory and/or the Parties in which these Supply Terms operate that specifically deal with data protection, which may include (without limitation) the Protection of Personal Information Act, No. 4 of 2013 (South Africa), the Data Protection Act 2018 (UK), General Data Protection Regulation ((EU) 2016/679) and the Privacy Act 1988 (Australia);

2.1.9 "**Designated Account**" means the designated bank account for payment belonging to CT LAB or a Reseller, as has been duly notified to Customer in writing;

2.1.10 "**Effective Date**" means the effective date stipulated as such in the Proposal, and failing such stipulation, the date of acceptance of the Proposal by CT LAB;

2.1.11 "**Equipment**" means any product from the range of equipment (including the software embedded on such equipment) made available by CT LAB to a Customer under a Proposal, including any related parts thereto;

2.1.12 "**Expenses**" means shall mean all costs and expenses reasonably incurred by CT LAB in connection with the provision of the Services;

2.1.13 "**Fees**" means the fees and charges specified to be payable by Customer to CT LAB or a Reseller pursuant to the Proposal;

2.1.14 "**Force Majeure Event**" has the meaning ascribed to it in clause 8.1;

2.1.15 "**Intellectual Property Rights**" means patents, registered designs, trademarks (whether registered or otherwise), copyrights, trade secret rights, database rights, design rights, service marks and other intellectual property rights and rights to claim something as its confidential information that exist in any jurisdiction, that grants similar rights as the foregoing;

2.1.16 "**Know-How**" means any and all concepts, ideas, methods, methodologies, procedures, processes, component lists, build order materials, know-how, formulae, techniques, models (including, without limitation, function, process, system and data models); templates; the design, structure, sequence and organisation of systems, general purpose consulting and software tools, utilities and routines; and logic, coherence and methods of operation of computer systems that a Party has created, acquired or otherwise has rights in and may, in connection with the performance of its obligations in terms of the Proposal, employ, provide, modify, create or otherwise acquire rights in;

2.1.17 "**Law**" means in respect of any territory that is applicable to these Supply Terms:

19.3.7.1 any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time to which a party is subject;

19.3.7.1 the common law as applicable to the Parties from time to time;

19.3.7.1 any binding court Proposal, judgement or decree;

19.3.7.1 any applicable industry code, policy or standard enforceable by law; or

19.3.7.1 any applicable direction, policy, rule or Proposal that is binding on a party and that is made or given by any government authority or regulator;

2.1.18 "**Loss**" means all losses, liabilities, damages and claims, and all related costs and expenses (including legal fees at an attorney

and own client scale and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties);

2.1.19 "**Material**" means, when used in conjunction with an event, condition, circumstance, effect or other item, that there is a substantial likelihood that a reasonable expert would attach importance to the event, condition, circumstance, effect or item in evaluating the Party to which it relates and/or the event, condition, circumstance, effect or item contemplated in these Supply Terms;

2.1.20 "**Minimum Term**" means the minimum specified period of the Proposal (if any) commencing on the Effective Date thereof unless otherwise specified in the Proposal;

2.1.21 "**Proposal**" means a proposal or a quotation for the supply of Services and/or products provided by CT LAB that has been duly accepted and signed by the Customer in accordance with the terms thereof;

2.1.22 "**Parties**" means CT LAB and Customer and "**Party**" means either one of them as the context may require;

2.1.23 "**Personnel**" means any director, employee, agent, consultant, contractor or other representative of an entity;

2.1.24 "**Reseller**" means a person or entity that has been authorised by CT LAB to provide Equipment and/or Services, and which person or entity has provided the Customer with a Proposal therefor;

2.1.25 "**Services**" means the services to be provided by CT LAB to Customer (if any) as described in the Proposal and which involve the use of the CT LAB System;

2.1.26 "**Supply Terms**" means these terms including the schedules, attachments and appendices (if any) attached hereto and any other documents expressly incorporated into these terms; and

2.2 ***Headings***. Headings and sub-headings are inserted for information purposes only and shall not be used in the interpretation of these Supply Terms.

2.3 ***References***. Unless otherwise stated in these Supply Terms, references in these Supply Terms to these Supply Terms, to the Proposal or to any other agreement are references to these Supply Terms, the Proposal or such other agreement as varied, supplemented, substituted or replaced from time to time in accordance with the terms hereof.

2.4 ***Clause References***. Unless otherwise stated herein, references to clauses, sub-clauses, schedules or paragraphs are references to clauses, sub-clauses, schedules or paragraphs of these Supply Terms, as the case may be.

2.5 ***Enactments***. References to any legislation shall be deemed to include references to such legislation as re-enacted, amended or extended from time to time.

2.6 ***References to persons***. References to persons shall include natural and juristic persons and references to either Party shall include such Party's successors or permitted assigns.

2.7 ***Substantive Provisions***. If any provision in a definition is a substantive provision conferring rights or imposing obligations on either Party, effect shall be given to it as if it were a substantive provision in these Supply Terms notwithstanding that it is only contained in this clause 2.

2.8 ***Definitions***. Where any term is defined within the context of any particular clause in these Supply Terms, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of these Supply Terms, notwithstanding that the term has not been defined in this clause 2.

2.9 ***Calculation of Days***. Unless expressly otherwise stated, when any number of days is prescribed in these Supply Terms, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day that is not a business day in the Republic of South Africa, in which case the last day shall be the next business day in the Republic of South Africa.

2.10 ***Contra proferentum excluded***. No rule of construction that an agreement shall be interpreted against the Party responsible for its drafting or preparation shall apply to these Supply Terms.

3. PROPOSALS

3.1 ***Proposals.*** No CT LAB proposal will be binding upon CT LAB until Customer's signature and acceptance thereof in accordance with the terms specified for such acceptance at which time such proposal will become binding and will constitute Proposal for the purposes hereof.

3.2 ***Appointment***. Upon conclusion of a Proposal CT LAB is appointed on the terms and conditions thereof and on these Supply Terms to provide the Services and CT LAB accepts such appointment.

4. TERM

4.1 ***Term of Proposal***. Each Proposal shall commence on its Effective Date and continue to be of force and effect until terminated in accordance with these Supply Terms.

4.2 ***Termination of Proposals***. The Proposal may be terminated by either Party by giving the other Party at least 1 (one) month's prior written notice thereto, which termination will take effect as of the date specified in the notice of termination, provided that such notice will not be of any force or effect prior to the expiry of the Minimum Term of the Proposal if applicable.

4.3 ***Effect of Termination of Proposal***. The termination or expiry of any one Proposal will not affect the validity of any other Proposal.

5. FEES AND PAYMENT

5.1 ***Fees***. Customer shall be liable for and shall pay the Fees set out in the Proposal on the basis set out below (unless otherwise stated in the Proposal):

5.1.1 All once off Fees may be invoiced immediately upon the execution of the Proposal;

5.1.2 All recurring Fees applicable may be invoiced monthly in advance;

5.1.3 CT LAB may adjust recurring Fees on an annual basis, provided that such increase will not exceed the increase applied by CT LAB to its other customers which are similar to Customer. CT LAB will provide Customer with written notice of any such adjustments to the Fees applicable to Customer, which notice will specify the date on which such adjustments are to take effect.

5.2 ***Expenses***. Customer shall reimburse all reasonable Expenses incurred by CT LAB in fulfilling its obligations pursuant to the Proposal. Expenses will be calculated in accordance with CT LAB's standard rates as communicated to the Customer from time to time.

5.3 ***Taxes.*** The Fees shall exclude all taxes (including without limitation value added tax, sales tax, withholding tax, (and any other similar taxes levied in any jurisdiction), duties (including without limitation stamp duties and customs and excise duties), tariffs, rates, levies and other governmental charges or expenses payable in respect of the Services and the Equipment, all of which shall be payable by Customer in addition to the Fees.

5.4 ***Invoices and payment terms.*** All invoices shall be paid by Customer within 7 (seven) days of invoice, unless otherwise agreed to by CT LAB. Save to the extent that it may be agreed otherwise in writing, no payment obligation undertaken pursuant to the Proposal will be cancellable and no payment made under the Proposal will be refundable.

5.5 ***Mode and method of payment***. All amounts due and payable by Customer shall be paid in the currency of invoicing without withholding, deduction or set-off for whatever reason by way of deposit into the Designated Account or such other manner nominated by CT LAB in writing from time to time.

5.6 ***Remedies for non-payment***. Where payment of any amount due is not made on due date, CT LAB shall be entitled, without prejudice to any other right or remedy it may have, to -

5.6.1 charge interest on the outstanding amount at the prime overdraft rate (percent, per annum) charged by CT LAB's then current bankers from time to time on unsecured overdraft accounts, as evidenced by any manager of such bank, whose authority it shall not be necessary to prove. Such interest shall be calculated from the due date for payment to the date of actual payment, both days inclusive, compounded monthly in arrears and Customer agrees and undertakes to pay such interest, which it hereby accepts as fair and reasonable, on demand; and

5.6.2 suspend the provision of Services or such portions thereof as CT LAB in CT LAB's sole discretion chooses until all payments in arrears have been paid in full.

5.7 ***Allocation.*** CT LAB may allocate all amounts received from Customer as follows: first towards interest and reimbursement of Expenses, second to Fees payable for the Equipment, and third to Fees payable for the Services.

6. CUSTOMER DUTIES

6.1 ***Customer Systems***. Customer shall, at its own expense, procure, install at the relevant Customer Sites and maintain all components of the Customer Systems (including but not limited to that which is specified by CT LAB to be required to receive the Services). Customer may request CT LAB or a Reseller to assist in the installation of such components and if CT LAB agrees thereto CT LAB will be entitled to charge for providing such assistance at CT LAB's prevailing rates for the rendering of professional services.

6.2 ***Site Readiness.*** Customer will ensure that Customer Systems compliant with CT LAB's minimum specifications are installed and fully operational at each Customer Site prior to the planned date for commencement of the implementation of the Services at such Customer Site. If CT LAB's implementation of Services is delayed by reason of Customer's failure to ensure same, Customer will pay all reasonable wasted costs of CT LAB attributable to such delay, including, without limitation, the costs of accommodation, subsistence, travel, costs of sub-contractors and costs of time wasted in abortive site visits.

6.3 ***Consents.*** Customer shall procure all necessary permits and third-party consents, licences and rights required by Law to enable:

6.3.1 the access and use by CT LAB of the Customer Data in connection with the Services and will ensure that such access and use will not be in breach of any Law (including Data Protection Laws) or infringe of any third party rights; and

6.3.2 CT LAB to enter onto any Customer Site in order to perform its duties and exercise its rights and shall if required thereto by CT LAB provide duly authorised Personnel to accompany the Personnel of CT LAB in connection with the aforesaid.

6.4 ***Access***. Customer shall:

6.4.1 implement security measures to prevent anyone other than CT LAB Personnel or a Reseller to access, maintain and/or modify Equipment, unless expressly authorised by CT LAB in writing;

6.4.2 not allow anyone other than its authorised Personnel to access and use the CT LAB System;

6.4.3 ensure that CT LAB at all times has access to the Customer Sites and the Customer System as may be required to enable it to render the Services; and

CT LAB shall without prejudice to its rights be entitled to charge Customer for time spent by it in remedying any fault, error or damage caused due to a breach of any of the aforesaid obligations by Customer, which charges shall comprise professional services fees calculated according to CT LAB's prevailing rate for professional services, as well as the Expenses incurred by it in undertaking such efforts.

6.5 ***Access***. Customer shall, if reasonably required thereto by CT LAB, make available sufficiently qualified and authorised Customer Personnel, with appropriate access rights and permissions, to provide reasonable assistance to CT LAB Personnel as may be required to enable CT LAB to provide the Services.

7. WARRANTIES

7.1 ***No representations***. Customer warrants that it has not been induced to enter into the Proposal by any prior representations, warranties or guarantees, whether oral or in writing.

7.2 ***Warranty of Authority***. Each Party warrants that it has the legal right and full power and authority to execute this Master Supply Agreement.

7.3 ***Disclaimer of Warranties***. CT LAB excludes and disclaims all warranties, whether expressed or implied, statutory or otherwise, except those warranties expressly made herein. Without limiting the aforesaid, the Equipment and Services are provided on an "as is" basis and CT LAB hereby disclaims that the Equipment or Services will be error free, or that the results thereof will meet with Customer's specific requirements, be of satisfactory quality or fit for any particular purpose, or that the Services will always be available.

8. FORCE MAJEURE

8.1 ***Parties not liable for force majeure***. Neither Party shall be liable for any failure to fulfil its obligations under the Proposal if and to the extent such failure is caused by any circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, earthquakes, fire, explosions, floods, hurricanes, extreme weather, riots, wars, (whether declared or not), hostilities, revolutions, civil disturbance or usurped authority, accidents, embargo or requisition, unforeseeable acts (including failure to act) of any governmental authority (*de jure* or *de facto*), sabotage, nuclear incidents, epidemics or pandemics, strikes over which the affected Party have no control, or the failure of any institution whose consent is required for the performance of any obligation hereunder to provide such consent, or delays in the performance of its suppliers or sub-contractors caused by any such circumstances as referred to in this clause (each a "**Force Majeure Event**"). The right of relief shall apply irrespective of whether the cause of prevention or delay occurs before or after the agreed due time for such obligations.

8.2 ***Right to terminate***. Should either Party be unable to fulfil a Material part of its obligations under Proposal for a period in excess of 90 (ninety) calendar days due to a Force Majeure Event, the other Party may at its sole discretion terminate the Proposal forthwith by written notice.

9. PROPRIETARY RIGHTS

9.1 ***Reservation of Rights***. CT LAB reserves all rights (including all Intellectual Property Rights) in and to the CT LAB System. Customer acknowledges that it shall only be permitted to use the CT LAB System in connection with and to the extent required to receive the Services and that CT LAB is solely entitled to all Intellectual Property Rights and Know-How represented by or incorporated in the CT LAB System and the Services.

9.2 ***Use of CT LAB Know-How***. To the extent that CT LAB utilises any of its Know-How in connection with the performance of its obligations pursuant to the Proposal, same shall remain the property of CT LAB and Customer shall acquire no right, title or interest in such Know-How.

10. CONFIDENTIAL INFORMATION

10.1 ***Confidentiality obligation***. Each Party ("**Receiving Party**") must treat and hold as confidential all Confidential Information which they may receive from the other Party ("**Disclosing Party**") or which becomes known to them in connection with any Proposal.

10.2 ***The Receiving Party's obligations***. The Receiving Party agrees that in order to protect the proprietary interests of the Disclosing Party in the Disclosing Party's Confidential Information, unless the Disclosing Party has expressly agreed otherwise in writing -

10.2.1 the Receiving Party will only make the Confidential Information available to those of the Receiving Party's Personnel who are actively involved in the execution of the Receiving Party's rights or obligations under the relevant Proposals and then only on a "*need to know*" basis;

10.2.2 the Receiving Party will only use and will ensure that its Personnel only uses the Confidential Information for the purposes of executing its rights or obligations under the relevant Proposals or these Supply Terms;

10.2.3 the Receiving Party will not and will ensure that its Personnel does not at any time, whether during the term of a Proposal or thereafter, either use any Confidential Information of the Disclosing Party, or directly or indirectly disclose any Confidential Information of the Disclosing Party to any third party other than as allowed in terms hereof;

10.2.4 the Receiving Party will implement internal security procedures reasonably acceptable to the Disclosing Party to prevent unauthorised use and disclosure and will take all practical steps to impress upon those Personnel who need to be given access to Confidential Information, the secret and confidential nature thereof;

10.2.5 all written instructions, drawings, notes, memoranda and records of whatever nature relating to the Confidential Information of the

Disclosing Party which have or will come into the possession of the Receiving Party and its Personnel, will be and will at all times remain the sole and absolute property of the Disclosing Party and shall promptly be handed over to such Disclosing Party when no longer required for the purposes of any Proposal; and

10.2.6 the Receiving Party shall promptly notify the Disclosing Party if it becomes aware of any breach of confidence in respect of the Confidential Information of the Disclosing Party by any person within it or by any person to whom it has divulged such Confidential Information and shall give the Disclosing Party all reasonable assistance in connection with any proceedings which it may institute as a result.

10.3 ***Exceptions***. The foregoing obligations shall not apply to any information which -

10.3.1 is Lawfully in the public domain at the time of disclosure;

10.3.2 subsequently and Lawfully becomes part of the public domain by publication or otherwise;

10.3.3 is already Lawfully known to the Receiving Party prior to the time of disclosure;

10.3.4 subsequently becomes available to the Receiving Party from a source other than the Disclosing Party, which source is Lawfully entitled without any restriction on disclosure to disclose such information; or

10.3.5 is disclosed pursuant to a requirement or request by operation of Law, provided that the Receiving Party gave the Disclosing Party reasonable written notice prior of such requirement and provided the Disclosing Party with all reasonable assistance in preventing such disclosure;

10.4 ***Indemnity***. The Receiving Party hereby indemnifies the Disclosing Party against all Losses which the Disclosing Party may suffer as a result of a breach of this clause by the Receiving Party or the Receiving Party's Personnel.

10.5 ***Limitation.*** CT LAB uses data collected from its customers to derive statistical models which it uses in connection with and to improve its service offerings. Consequently, nothing contained hereunder shall be construed as to prevent CT LAB from using any data, statistical models and know-how which are derived by CT LAB with reference to data and other media received by it from the Customer or which it obtains in the course of providing its services to the Customer, provided that such use by CT LAB will not result in disclosure of Customer's data in a manner which identifies Customer and/or its Personnel or is otherwise not in compliance with Data Protection Laws.

11. LIMITATION OF LIABILITY

11.1 ***Direct damages limited***. Except to the extent that such limitation is not permitted by any applicable Law, CT LAB's maximum aggregate liability for any Losses whatsoever claimed in connection with any Proposal during any Contract Year shall be the total Fees paid or payable by Customer to CT LAB under such Proposal during such Contract Year, irrespective of the form (whether in contract, delict (including negligence), statute or otherwise) of such legal action.

11.2 ***Indirect damages excluded***. In no event shall CT LAB be liable for any indirect, incidental, extrinsic, special or consequential Losses (whether foreseeable or unforeseeable) of any kind (including, without limitation, loss of profits, loss of income, loss of goodwill, loss or corruption of data or software, loss of use, business interruption, procurement of substitute products or equipment or any other pecuniary loss arising out of a delay in delivery or reliance on the Services) arising in connection with any Proposal, whether based on contract, delict, statute or otherwise, except to the extent that the limitation of liability contained herein is not permitted by applicable Law.

11.3 ***Customer Default***. CT LAB shall not be liable for any Loss of whatsoever nature suffered by Customer arising out of or in connection with any breach of this Agreement by Customer or any act, misrepresentation, error or omission made by or on behalf of Customer or Customer's Personnel.

11.4 ***Indemnity***. Customer hereby indemnifies CT LAB from all Losses which arise in connection with third party claims based on the use of Customer Data by CT LAB as authorised in the Proposal and these Supply Terms.

12. BREACH AND TERMINATION

12.1 ***Termination for Breach***. Should the terms of the Proposal or these Supply Terms be Materially breached, and such breach is not remedied within 30 (thirty) calendar days of the Party who has committed the breach having received written notice thereof, or if the breach is of such a nature that it cannot be remedied then, without prejudice to any other rights it may have in Law, the Party entitled to require performance of the relevant obligation may, in its discretion, terminate the Proposal to which the event relates on written notice to the other Party, such termination to take effect on the date specified in the notice.

12.2 *Termination of Proposals.* Should either Party ("**Defaulting Party**")-

12.2.1 defer or suspend payment of all or substantially all of its debts or is unable to pay its debts as and when they fall due; or

12.2.2 effect or attempt to effect a compromise or composition with the Defaulting Party's creditors; or

12.2.3 commence business rescue proceedings, take steps for its voluntary winding up or be provisionally or finally liquidated or be placed in judicial management, whether provisionally or final or cease to conduct business or threaten to do so;

then, without prejudice to any other rights it may have in Law, the other Party ("**Innocent Party**") may, in its discretion, terminate all or any of the Proposals on written notice to the Defaulting Party, such termination to take effect on the date specified in the notice.

13. EFFECT OF TERMINATION

13.1 ***Effect of termination of Proposals***. The termination or expiry of any one Proposal will not affect the validity of any other Proposal.

13.2 ***Amounts due to CT LAB***. On termination of a Proposal for any reason, all Fees related to that Proposal shall become due and payable immediately.

13.3 ***Duties upon termination***. Upon termination, cancellation or expiry of a Proposal-

13.3.1 the supply of all Services under such Proposal may be terminated forthwith; and

13.3.2 Customer will cease using the CT LAB System;

13.3.3 Customer will return all Equipment to CT LAB in relation to which the relevant Fees have not been paid in full; and

13.3.4 Customer will deliver to CT LAB, or at CT LAB's option destroy, all originals and copies of CT LAB's Confidential Information and proprietary materials in its or their possession or under its or their control provided in connection with such Proposal.

13.4 ***Accrued Rights.*** The expiry or termination Proposal shall be without prejudice to any rights of the Parties accrued as at the date of such expiry or termination.

13.5 ***Survival***. Termination Proposal shall not affect the enforceability of the provisions which have been specified or are by their nature required to operate after such expiry or termination, including without limitation, the following provisions contained in these Supply Terms as they apply to such Proposal: Clause 2 (Definitions and Interpretation), clause 7 (Warranties), clause 9 (Proprietary Rights), clause 10 (Confidential Information), clause 11 (Limitation of Liability), clause 13 (Effect of Termination), clause 14 (Assignment), clause 17 (Notices and Domicilia), clause 18 (Relationship), clause 19 (General) and clause 20 (Governing Law and Disputes).

14. ASSIGNMENT

14.1 ***No Assignment***. Neither Party shall be entitled to cede, assign, delegate or otherwise transfer any of its rights or obligations pertaining to any Proposal without the prior written consent of the other Party, such consent not to be unreasonably withheld, provided that CT LAB my cede, assign, delegate or otherwise transfer any of its rights or obligations pertaining to any Proposal to a Reseller without the prior written consent of the Customer.

14.2 ***Exception***. Notwithstanding the provisions of clause 14.1, it is expressly recorded that CT LAB shall be entitled to cede and assign its rights and obligations pertaining to any Proposal to any successor of all or substantially all of the business or assets of CT LAB, provided that CT LAB shall notify Customer of such event within a reasonable time of it occurring.

15. **NON-EXCLUSIVITY**

Nothing in these Supply Terms shall be construed as precluding or limiting in any way the right of CT LAB to license any technology or to provide products or services of any kind or nature whatsoever to any person or entity as CT LAB in its sole discretion deems appropriate.

16. **SEVERABILITY**

16.1 ***Reading Down.*** If a provision of these Supply Terms is reasonably capable of an interpretation which would make that provision valid and enforceable and an alternative interpretation that would make it void, illegal, invalid or otherwise unenforceable, then that provision shall be interpreted, so far as is possible, to be limited and read down to the extent necessary to make it valid and enforceable.

16.2 ***Severability***. If the whole or any part of a provision of these Supply Terms is void or voidable by either Party or unenforceable or illegal, the whole or that part (as the case may be) of that provision, shall be severed, and the remainder of these Supply Terms shall have full force and effect, provided such severance does not alter the nature of the agreement between the Parties.

17. **NOTICES AND DOMICILIA**

17.1 ***Addresses***. The Parties hereby choose *domicilium citandi et executandi* ("**Domicilium**") for all purposes under the Proposal the physical addresses set out in the Proposal.

17.2 ***Change of Address***. Either Party may give written notice to the other, change its Domicilium to any other physical address in its country of incorporation provided that such change shall take effect 14 (fourteen) calendar days after delivery of such written notice.

17.3 ***Deemed Delivery***. Notice will be deemed given –

17.3.1 if delivered by hand to a responsible person between 8:00 and 17:00 (Central African Time) on a business day in the Republic of South Africa to the designated physical address, on the date of delivery;

17.3.2 if sent by an express courier with a system for tracking delivery, when received; or

17.3.3 if sent by email to the designated address, on the 1st (first) business day in the Republic of South Africa following the date of sending thereof, in the absence of any administrator or mail server error messages.

17.4 ***Notice actually received***. Notwithstanding anything to the contrary stated above, if a notice or communication is actually received by a Party, adequate notice or communication shall have been given, even though it was not delivered in a manner described above.

18. **RELATIONSHIP**

18.1 ***No temporary employment service***. Nothing in any Proposal or these Supply Terms shall be construed as constituting a temporary employment service as contemplated in section 198 of the South African Labour Relations Act, No. 66 of 1995 or any equivalent provision of Law.

18.2 ***No agency or partnership***. The Parties act as independent contractors. Nothing in any Proposal or these Supply Terms shall be construed as creating any form of joint venture, agency or partnership between the Parties and neither Party shall have any authority to bind, make representations or incur any liability on behalf of the other.

19. **GENERAL**

19.1 ***Entire Agreement***. The Proposal and these Supply Terms constitutes the entire agreement between the Parties in respect of the subject matter thereof and no agreements, representations or warranties between the Parties other than those set out therein are binding on the Parties.

19.2 ***Variation***. No amendment or modification to Proposal shall be effective unless in writing and signed by authorised signatories of both Customer and CT LAB.

19.2.1 ***Waiver***. No latitude, granting of time or forbearance of a Party hereto regarding the performance of the other Party shall be or be deemed to be a waiver of any term or condition Proposal or these Supply Terms and no waiver of any breach shall operate a waiver of any continuing or subsequent breach. No waiver shall be effective unless it is expressly stated in writing and signed by the Party giving it.

19.3 ***Publicity***. Neither Party will make or issue any formal or informal announcement or statement to the press in connection with any Proposal without the prior written consent of the other Party, provided that either Party may name the other of them as a customer or supplier, as applicable, and disclose the general nature of the overall arrangement between the Parties.

20. **GOVERNING LAW AND DISPUTES**

20.1 The Proposal and these Supply Terms shall be governed and construed according to the laws of the Republic of South Africa

20.2 The parties shall make diligent efforts through negotiation to settle any disputes arising out of or related to this Agreement

20.3 Subject to the remainder of this clause 20 the Parties agree to submit to the exclusive jurisdiction of the Western Cape High Court, Cape Town regarding any and all disputes arising in connection with the Proposal or these Supply Terms.

20.4 Save in respect of those provisions of this Agreement which provide for their own remedies which would be incompatible with arbitration, any dispute which the parties are unable to resolve in accordance with Clause 20.2 and which arises in regard to the interpretation of, the carrying into effect of, any of the Parties' rights and obligations under this Agreement, arising from the termination the rectification or proposed rectification of this Agreement, or out of or pursuant to this Agreement (other than where an interdict is sought or urgent relief may be obtained from a court of competent jurisdiction), shall be submitted to and decided by arbitration on written notice given by any Party to the other party in terms of this clause.

20.5 Such arbitration shall be held in Cape Town in accordance with the rules of the Arbitration Foundation of Southern Africa ("**AFSA**") save that:

20.5.1 the arbitration shall be informal; and

20.5.2 the arbitrator shall have the entire and absolute discretion to determine the procedure to be adopted, it being the agreed intention that, if possible, the arbitration shall be held and concluded within 15 (fifteen) business days after it has been demanded.

20.6 Save as otherwise specifically provided in this Agreement, the arbitrator shall be, if the question in dispute is:

20.6.1 primarily an accounting matter – an independent chartered accountant of not less than fifteen (15) years' standing;

20.6.2 primarily a legal matter – a practicing senior advocate or attorney of not less than fifteen (15) years' standing;

20.6.3 any other matter – an independent and suitably qualified person, as may be agreed upon between the Parties.

20.7 If agreement cannot be reached on whether the question in dispute falls under clause 20.6.1, 20.6.2 or 20.6.3 or upon a particular arbitrator in terms of clause 20.6, within three (3) business days after the arbitration has been demanded, then it shall be deemed to be a legal dispute to which the provisions of clause 20.6.2 shall apply and the arbitrator, in the event of a dispute as to his identity, shall be appointed by the chairman of the Cape Bar Council within five (5) business days after the parties have failed to agree.

20.8 This clause shall constitute each Party's irrevocable consent to the arbitration proceedings, and no party shall be entitled to withdraw therefrom or to claim at such arbitration proceedings that it is not bound by this clause.

20.9 Each of the Parties hereby irrevocably agrees that the decision of the arbitrator in the arbitration proceedings:

20.9.1 shall be final and binding on each of them; and

20.9.2 will be carried into effect; and

20.9.3 can be made an order of any court to whose jurisdiction the parties are subject.

20.9.4 Nothing herein contained shall be deemed to prevent or prohibit a Party from applying to any appropriate court for an interdict, urgent relief or for judgment in relation to a liquidated claim.