

STANDARD TERM AND CONDITIONS

1 INTERPRETATION

- 1.1 In this agreement, unless the context clearly indicates a contrary intention, any expression which denotes any gender shall include the other genders, a natural person shall include an artificial person and *vice versa*, the singular shall include the plural and *vice versa* and the definitions contained below shall bear the following meanings:

2 FEES AND PAYMENT

- 2.1 Unless otherwise stated, any amount recorded as payable shall be exclusive of VAT, and VAT will be paid thereon in addition and by the party who is liable to pay such VAT.

3 INTELLECTUAL PROPERTY

- 3.1 All intellectual property rights vested in or owned by a party or held by a party under any licensing agreement with any independent third party shall be and remain the sole property of such party and the relevant licensor's respectively.

4 LIMITATION OF LIABILITY

- 4.1 Notwithstanding anything else contained herein, CG Consulting shall not be liable to the Client for any loss, damage or cost which is of an indirect, consequential, incidental or punitive nature.
- 4.2 Notwithstanding anything else contained herein, under no circumstances whatsoever shall CG Consulting be liable for any amount exceeding the fees payable to CG Consulting under this agreement.

5 GENERAL

- 5.1 The parties chooses the addresses specified in the Order Form as its *domicilium et executandi* ("domicilium") for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement.
- 5.2 This agreement constitutes the full contractual relationship between the parties and no party shall be bound by any express or implied term, promise, warranty or the like not recorded herein. No variation hereof, addition hereto or consensual cancellation hereof shall be binding on any of the parties unless recorded in writing under their respective signatures.
- 5.3 This agreement shall be governed by and interpreted according to the laws of the Republic of South Africa. The Client hereby consents to the jurisdiction of the Magistrates' court for any or all proceedings arising under this agreement notwithstanding that such proceedings may otherwise be beyond the Magistrates' court jurisdiction and for the purposes of the Magistrates' Court Act this clause will be deemed to constitute written consent. M-Web reserves the right to institute proceedings in the High Court at its option
- 5.4 In the event that any of the provisions of this agreement are found to be invalid, unlawful or unenforceable, such terms shall be severable from the remaining terms, which shall continue to be valid and enforceable.