

GLOBAL TERMS & CONDITIONS

SERVICE LEVEL AGREEMENT

Entered into between:

(NAME OF CLIENT)

(REGISTRATION NUMBER)

(ADDRESS)

("THE CLIENT")

and

VERANCE (PTY) LTD

REGISTRATION NUMBER: 2023/ 649686/07

25 SILKY THORN ROAD, THE HILLS GAME RESERVE ESTATE,

PRETORIA, GAUTENG, 0002

("THE CONSULTANT")

1. PARTIES

The parties to this agreement are as they are referred to herein above.

2. INTERPRETATION

In this agreement, unless the subject or context shall otherwise require:

2.1 Words importing natural persons shall include juristic entities and other legal personae and *vice versa*;

2.2 Words importing one gender shall include the other;

2.3 Words importing the singular shall include a reference to the plural and *vice versa*;

2.4 Annexures to this Agreement shall be deemed to have been incorporated herein and shall form an integral part hereof;

2.5 Where the day on or by which anything is to be done is not a business day, it shall be done on or by the first business day thereafter;

2.6 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day

falls on a Saturday, Sunday or Public Holiday in the Republic of South Africa, in which case, the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday;

2.7 A reference to a document includes an amendment or supplement to, or replacement or novation of that document;

2.8 The captions appearing in this agreement are for reference purposes only and shall not affect the interpretation hereof;

2.9 If any provision is a definition (or under this heading "Interpretation" and/or any other heading in this agreement) and is a substantive provision right or imposing obligations on any party, notwithstanding that it is only in the definition (or such other clause) effect shall be given to it as if it were a substantive provision in the body of the Agreement;

2.10 Where figures are referred to in numerals and words, if there is any conflict between the two, the words shall prevail.

3. **DEFINITIONS**

The following words and phrases shall have the meanings assigned hereunder:

"Agreement" means this agreement and all annexures and addendums

thereto;

“Business Day” means any day other than a Saturday, Sunday, or Public Holiday;

“Commencement Date” means, notwithstanding the signature date, the _____ day of _____ 20____;

“Parties” means the parties referred to herein above;

“Signature Date” means the date of the last party signing this Agreement;

4. BACKGROUND

4.1 The Client and the Consultant have undertaken negotiations as set out in the letter of engagement attached hereto as Annex “A”.

4.2 The Client wishes to appoint the Consultant to provide the services under the Consultant’s Standard Terms and Conditions set out in Annex “B” supplemented to the degree this Agreement requires.

4.3 The Consultant wishes to render the Services which the Client requires in the form of those services set out in Annex “C” and wishes to be appointed to render the Services in terms of this Agreement and to render such ancillary services as may be required to give effect to the terms conditions of this Agreement.

4.4 The Parties, however, agree that the services set out in Annex “D” will be excluded from the agreement.

5. APPOINTMENT

The Client, with this, formally appoints the Consultant to render the Services.

6. DURATION

This Agreement shall commence on the Commencement Date and shall endure for the period required to render the services set out in Annex “C” or until the agreement is terminated per the provisions of Annex “B”.

7. THE CONSULTANT’S RIGHTS AND OBLIGATIONS

7.1. For the duration of this Agreement, the Consultant shall:

7.1.1. Render the Services to the Client;

7.1.2. Use its best endeavours to do all such things as may be reasonably required for the proper and satisfactory delivery of the services set out in Annex “C”;

8. INFORMATION AND RESOURCES

The parties with this acknowledge that for the Consultant to properly perform its functions, it shall require the Information and Resources set out in Annex "E".

9. REMUNERATION

9.1. In consideration of the Services rendered by the Consultant in terms of this Agreement, the Client shall pay to the Consultant the fee as set out in Annex "F".

10. RESIDUAL MATTER AND VARIATIONS OF STANDARD TERMS

10.1. The parties with this expressly agree that any terms not covered in the above clauses shall be governed by the Consultants Standard Terms and Conditions in Annex "B".

10.2. The parties now, with this, agree to the deviations from the Consultant's Standard Terms and Conditions in the manner set out in Annex "G".

10.3. If any provision has not been expressly varied as set out supra, the terms of Annex "B" will prevail.

AS AUTHORISED SIGNATORY FOR THE CONSULTANT:

SIGNED AND DATED AT _____ THIS ____ DAY OF _____ 20 ____.

WITNESS 1

FULL NAME

WITNESS 2

FOR CONSULTANT

AS AUTHORISED SIGNATORY FOR THE CLIENT:

SIGNED AND DATED AT _____ THIS ____ DAY OF _____ 20 ____.

WITNESS 1

FULL NAME

WITNESS 2

FOR CLIENT

LETTER OF ENGAGEMENT

(SEE ATTACHED)

STANDARD TERMS AND CONDITIONS

1. INTERPRETATION AND DEFINITIONS

1.1. INTERPRETATION

1.1.1. In the Agreement, headings or clauses are for reference purposes only and shall not be used in the interpretation thereof. Unless the context clearly indicates a contrary intention, any word connoting:

1.1.1.1. Any gender includes the other;

1.1.1.2. The singular includes the plural and *vice versa*;

1.1.1.3. Natural persons include juristic persons and *vice versa*; and

1.1.1.4. Insolvency includes provisional or final sequestration, liquidation or judicial management.

- 1.1.2.** The term 'includes' means 'including, but not limited to', and 'including' shall bear a corresponding meaning.
- 1.1.3.** When any number of days is prescribed, such number shall be deemed to be calendar days and shall exclude the first day and include the last day unless the last day falls on a day that is not a Business Day, in which case the last day shall be the next succeeding day which is a Business Day.
- 1.1.4.** A reference to an enactment is a reference to that enactment as at the date of signature hereof and as amended or re-enacted from time to time.
- 1.1.5.** If any provision in a definition is a substantive provision conferring rights or imposing obligations on any one Party, effect shall be given to it as if it were a substantive provision in the body of the Agreement;
and
- 1.1.6.** Terms other than those defined within the Agreement will be given their plain English meaning, and those terms, acronyms and phrases known in the Customer's industry will be interpreted in accordance with their generally known meaning.

1.2. DEFINITIONS

ANCILLARY AGREEMENT shall mean any Service Level Agreement or subcontracting agreement entered into for the purpose of the engagement;

CLIENT shall mean the party referred to as such above;

CONSULTANT shall mean the party referred to as such above;

PARTIES shall mean the Client and the Consultant.

2. ORDER OF PRECEDENCE AND SUPPLEMENTAL TERMS AND CONDITIONS

2.1. ORDER OF PRECEDENCE

2.1.1. In the event of a conflict between a provision contained in the Standard Terms and Conditions, the Ancillary Agreements, annexes, addendums and schedules, the following order of precedence shall prevail:

2.1.1.1. Standard Terms and Conditions;

2.1.1.2. Ancillary Agreements; and

2.1.1.3. Annexes, addendums and schedules to the Ancillary Agreements, if any.

2.1.2. The order in which the annexes, addendums and schedules are listed has no bearing on the precedence of the annexes, addendums and schedules.

2.2. SUPPLEMENTAL TERMS AND CONDITIONS

2.2.1. GENERAL

As per the above order of precedence, all matters governed by the Standard Terms and Conditions shall take precedence over terms set out in any Ancillary Agreements, subject to an express provision in the Ancillary Agreements to the effect that the parties have by agreement varied the terms and conditions set out in the Standard Terms and Conditions;

2.2.2. EARLIER AGREEMENTS

All earlier agreements shall be novated by entering into an Ancillary Agreement, and unless the terms and conditions thereof are expressly carried forward into or incorporated by reference, they shall be of no further binding force and effect between the parties.

2.2.3. SUPPLEMENTARY TERMS AND CONDITIONS

2.2.3.1. To the extent that any aspect is not covered in the Standard Terms and Conditions, such aspect may be determined between the parties in the Ancillary Agreements.

2.2.3.2. To the extent that the parties wish to vary an aspect governed in the Standard Terms and Conditions, such variation must be expressly made in the Ancillary Agreement, failing which it shall not be binding between the parties.

3. COMMENCEMENT AND DURATION

3.1. EFFECTIVE DATE

The terms and conditions contained herein shall be effective from the date of signature of these or the Standard Terms and Conditions or the Ancillary Agreement, whichever is the earlier date.

3.2. DURATION OF AGREEMENTS

3.2.1. The terms and conditions set out herein shall cease in their operation upon fulfilling the obligations under the agreement or the termination of the agreement, whichever cause arises.

3.2.2. The above is subject to the severability clause set out in clause 11, such terms and conditions remaining in effect as set out therein.

4. ENGAGEMENT

4.1. ENGAGEMENT TERMS

4.1.1. Work performed by the Consultant for the Client will be in accordance with the Letter of Engagement and/or any Ancillary Agreements and subject to these Terms and Conditions.

4.1.2. Signature by the Client of the Letter of Engagement and these Terms and Conditions constitutes an Agreement, in the absence of any further Ancillary Agreement(s).

4.1.3. The Consultant will exercise reasonable professional skill, care and diligence in performing the services.

4.2. PROVISION OF INFORMATION

4.2.1. When reasonably requested by the Consultant, the Client accepts responsibility for making available and/or granting full access to, as and when required, all documents, information and assistance, IT systems

and infrastructure (together referred to as “Information”) that may be required for the purpose of undertaking the engagement.

4.2.2. The Client will ensure that all such Information is complete and accurate and to the extent permissible by law.

4.2.3. The Consultant will not be responsible for any consequences that may arise from the Client’s failure to do so.

4.2.4. The Client agrees to grant the Consultant a free licence to use the Client’s intellectual property rights to the extent necessary for the engagement.

4.2.5. To the extent that such Information is not in the Client’s control or possession, the Client will use its best endeavours to ensure that the required information is made available to the Consultant.

4.2.6. The Client undertakes to notify the Consultant promptly and within a reasonable time if anything occurs after Information has been provided to render any such Information untrue, unfair or misleading.

4.2.7. The Client also undertakes (if required by the Consultant) to take all reasonable steps to correct any document, announcement or

communication issued, containing, referring to or based upon any such Information.

4.2.8. The Client acknowledges that Information made available or otherwise known to individuals within the Consultant who is not directly involved in the engagement shall not be deemed to have been made available to the individuals within the Consultant who are assigned to and actively involved in the engagement.

4.2.9. If any specific Information is not provided as agreed, or the information provided differs materially from what was expected to be received at the time of the Proposal, the Consultant reserves the right to amend the Letter of Engagement and Ancillary Agreements.

4.3. TIME TABLE

4.3.1. The Consultant will discuss with the Client the nature and timing of the engagement and the most effective way of implementing it.

4.3.2. Deadlines for completing the various aspects of the engagement will be agreed following consultation.

4.3.3. The completion of the engagement and aspects of it assumes that the information the Consultant requires will be made available in good order on a timely basis.

4.4. PERFORMANCE UNDER ENGAGEMENT

4.4.1. SUB-CONTRACTING

4.4.1.1. It shall be at the discretion of the Consultant to sub-contract services under the engagement with the view to engaging parties with the requisite skills and expertise.

4.4.1.2. Such sub-contracting shall be done in writing and in a manner which is in keeping with the Letter of Engagement and Ancillary Agreements entered into between the Consultant and the Client.

4.4.2. DEFECTS

4.4.2.1. A defect shall be deemed to exist in relation to the Services or the Deliverables if the Services or the Deliverables are not in material conformity with the Letter of Engagement and Ancillary Agreement.

4.4.2.2. Upon completion of the Services or delivery of the Deliverables, the Client shall evaluate the Services and Deliverables and will report any defects to the Consultant within 30 (Thirty) days of completion of the Services or delivery of the Deliverables.

4.4.3. PROOF OF PERFORMANCE

In the event that the Client does not report any defects within the period of 30 (Thirty) days, the Consultant shall issue its final invoices, and the mandate set out in the Letter of Engagement will be deemed to have been fulfilled.

4.5. WORKING FOR OTHER PARTIES

4.5.1. The functions and duties that the Consultant undertakes on behalf of the Client shall not be exclusive in that nothing in the Letter of Engagement shall prevent or restrict the Consultant from carrying on its profession or business.

4.5.2. In particular, the Consultant reserves the right to act at any time for other clients who may be competitors of the Client or in respect of whom issues of commercial conflict may arise.

5. RELATIONSHIP BETWEEN THE PARTIES

5.1. MAINTENANCE OF INDEPENDENCE

5.1.1. The Parties are independent legal subjects, and no employee of either Party shall be considered to be an employee of the other Party.

5.1.2. The Client and the Consultant specifically and expressly disclaim any intention to create a partnership, consortium or joint venture.

5.2. REPORTING

The Consultant shall report to the Client on its progress during the course of the engagement in a reasonable manner having regard to the nature of the engagement.

5.3. STAFF

5.3.1. The Client will not offer employment to any member of staff ("Staff") of the Consultant or other members of the Consultant's group companies working on engagements for the Client;

5.3.2. Nor will the Client use the services of any such Staff, either independently or via a third party, for a period of six months following the end of any involvement by the individual concerned with any engagement with the Client.

5.3.3. Breach of these conditions will render the Client liable to pay liquidated damages equal to four months' Fees for the Staff member concerned.

6. REMUNERATION

6.1. FEES AND EXPENSES

6.1.1. Unless specifically agreed otherwise in the Letter of Engagement or Ancillary Agreement, the fees will be based on the Consultant's standard hourly rates that take account of the level of Consultant (s) assigned to the engagement.

6.1.2. The Consultant's standard rates are available upon request from the accounts department of our registered offices.

6.1.3. Expenses incurred, including travel and subsistence, are re-charged to the Client at the rates, and prices stated in the Letter of Engagement or, where not stated, at cost plus 10 (Ten) per cent.

6.1.4. All fees and expenses exclude VAT (or exempt from VAT) and any Withholding Tax.

6.1.5. The Consultant's man-hour estimates, where applicable, are provided in good faith and are not contractually binding unless specifically agreed otherwise in the Letter of Engagement.

6.1.6. All rates and prices quoted are fixed until 01 March in the year of the Proposal and subject to annual increase thereafter.

6.2. PAYMENT & INVOICING

6.2.1. PAYMENT TERMS

Time for payment of fees and expenses shall be of the essence, and the Client agrees to pay promptly all sums invoiced no later than 14 days from the date of invoice.

6.2.2. ELECTRONIC INVOICING

6.2.2.1. The Consultant shall be entitled to transmit invoices electronically.

6.2.2.2. The Client explicitly agrees to accept invoices transmitted electronically by the Consultant.

6.2.3. FAILURE TO PAY FEES

6.2.3.1. The Consultant may charge interest on all invoiced amounts and un-certificated Withholding Tax amounts that remain unpaid after the period above.

6.2.3.2. Interest will be charged at prime plus 5 (Five) per cent.

6.2.3.3. Outstanding Withholding Tax certificates will be treated as outstanding fees due for payment.

6.2.3.4. In the event of failure by the Client to pay any Fees, or part thereof, or Withholding Tax certificates, invoiced in accordance with these provisions, the Consultant shall be entitled to hold any of the Consultant's reports, the Client's files, papers or other documents in the Consultant's possession until such time as such fees are paid in full.

6.2.3.5. On the expiry of a period of 7 days from the Consultant giving written notice of the Client's failure to pay fees or part thereof, the Consultant reserves the right to:

6.2.3.5.1. Suspend carrying out of any further services under this engagement; and/or

6.2.3.5.2. Terminate the agreement as per Clause 9 below.

6.3. TAXES

6.3.1. Both the Consultant and the Client shall be solely responsible for their own compliance with the Tax Laws applicable to the Republic of South Africa.

6.3.2. Neither party shall make any deductions or payments on behalf of the other party.

7. WARRANTIES, INDEMNIFICATIONS AND LIABILITY

7.1. WARRANTIES

7.1.1. The Client warrants that in entering into the engagement, it has not relied on any representation made by the Consultant except for any such representation that is expressly set out in the Letter of Engagement or subsequent Ancillary Agreements and these Standard Terms and Conditions.

7.1.2. The Consultant does not make any warranties for any subcontracted services rendered during the course of the engagement.

7.2. INDEMNIFICATIONS

The Client shall indemnify the Consultant against all claims by third parties which arise out of or in connection with the rendition of the services.

7.3. LIABILITY

7.3.1. The Client agrees that the following will govern the extent of the Consultant's professional liability arising out of this engagement.

7.3.1.1. The Consultant will only be liable to the Client arising out of or in connection with the services if a breach of provision 4.1.3 is established.

7.3.1.2. The Consultant's liability is limited to such extent as is deemed just and equitable, having regard to the degree to which the Client or any third party was at fault in relation to the loss or damage. The liability of the parties is not joint, and each party shall only be liable for that proportion of the compensation which is attributable to his fault.

7.3.1.3. The Consultant's aggregate liability for professional services to the Client in respect of any matter under, in connection with or arising out of any agreement between the Consultant and the Client shall always be limited to the total value of fees already paid by the Client in respect of the engagement.

7.3.1.4. Where there is more than one Client, the limit of liability specified above will be allocated between all Clients.

7.3.1.5. The Consultant will not be held responsible for any consequential, special or incidental losses or damages which arise out of or in connection with the rendition of the services.

7.3.1.6. Claims will be made only against the Consultant and not against any of its shareholders.

7.3.1.7. Any claims must be formally commenced within one year after the party bringing the claim becomes aware (or ought reasonably to have become aware) of the facts which give rise to the action and, in any event, no later than two years after the cause of action arises.

7.3.1.8. This provision expressly overrides any statutory provision that would otherwise apply.

7.3.1.9. These provisions do not apply in relation to situations in which the limitation of the Consultant's liability is prohibited by law.

8. CONFIDENTIALITY, INTELLECTUAL PROPERTY AND DATA PROTECTION

8.1. CONFIDENTIALITY

8.1.1. The following Confidentiality provisions will apply in the absence of a separate, project-specific non-disclosure agreement entered into between the Consultant and the Client.

8.1.1.1. The Consultant and the Client shall (using their reasonable endeavours) at all times keep confidential and shall not use, except in connection with the performance of the engagement or as otherwise required or permitted or permissible by law, any confidential information, letters, reports, information, advice or opinions obtained or given in connection with the engagement.

8.1.1.2. The Consultant accepts no liability for any other party who is shown or gains access to any letters, reports, information, advice or opinions that the Consultant gives to the Client in the course of the engagement.

8.1.1.3. The Client agrees to accept responsibility for and hold the Consultant and its agents harmless from any claim (including any claim for negligence) arising out of any unauthorised disclosure by the Client and others engaged by the Client of letters, reports and opinions provisional or final, given by the Consultants whether in writing or otherwise.

8.1.1.4. This undertaking will extend to the cost of defending any such claim, including payment at the Consultant's standard rates for the time the Consultant spends defending it; and

8.1.1.5. The Client will keep confidential any methodologies and technology used to carry out the engagement.

8.1.1.6. The Consultant retains copyright in all such material provided to the Client.

8.1.2. The above clauses shall not prohibit the following:

8.1.2.1. Disclosure required by law or by the rules of any governmental or regulatory body or disclosures made for the purpose of pursuing any legitimate claims that the Client may have against the Consultant or the Consultant may have against the Client or other persons.

8.1.2.2. The disclosure of any reports or letters provided in connection with the engagement where it is reasonably necessary for the purposes of:

8.1.2.2.1. Notifying insurers concerning any actual or potential dispute relating to the engagement; or

8.1.2.2.2. Resolving any actual or potential dispute relating to the engagement; or

8.1.2.2.3. In connection with any defence advanced in proceedings in any jurisdiction.

8.1.2.3. The disclosure of any information which is within the public domain or which is obtained from a third party who is entitled to disclose it publicly.

8.2. INTELLECTUAL PROPERTY

8.2.1. GENERAL

The Consultant retains all copyright and other intellectual property rights in everything developed by the Consultant either before or during the course of the engagement, including rights in all reports, written

advice or other materials provided.

8.2.2. OWNERSHIP OF PAPERS

All correspondence and papers in the Consultant's possession or control and generated for internal purposes (including working papers) or addressed to the Consultant relating to the engagement or the subject matter of the engagement shall be the sole property of the Consultant.

8.3. DATA PROTECTION

8.3.1. GENERAL

The parties hereby agree that no information acquired in the course of the engagement shall be utilised in a manner which is not in keeping with the Protection of Personal Information Act No 4 of 2013

8.3.2. DOCUMENT RETENTION POLICY

Whilst certain documents may legally belong to the Client, unless told otherwise, the Consultant will destroy correspondence and other papers that it stores, electronically or otherwise, which are more than seven years old, other than documents which the Consultant considers to be of continuing significance.

9. BREACH AND TERMINATION ON NOTICE

9.1. BREACH

9.1.1. In the event that either party (“the **Defaulting Party**”) commits a breach of any of the material provisions of the Agreement, the party not in breach (“the **Aggrieved Party**”) shall be entitled to give the Defaulting Party written notice to remedy the breach complained of.

9.1.2. If the Defaulting Party fails to comply with that notice within 10 (ten) days after receipt thereof (subject to any other provisions of these terms and conditions to the contrary), the Aggrieved Party shall be entitled to either cancel the Agreement or to claim specific performance, without prejudice to the Aggrieved Party's right to claim damages and further without prejudice to such other rights as the Aggrieved Party may have at law.

9.1.3. Upon the occurrence of any of the events, as set out below, either Party shall have the right to terminate this Agreement forthwith by notice in writing to the other Party, without prejudice to any right the cancelling Party may have against the other Party for damages or otherwise:

9.1.3.1. The Client effects or attempts to effect a compromise or composition with its creditors; or

- 9.1.3.2. The Client is provisionally or finally liquidated, is placed under curatorship, or is placed in judicial management, whether provisionally or final; or
- 9.1.3.3. The Client ceases or threatens to cease to carry on its normal line of business in the country of its incorporation of registration and/or in the Republic of South Africa; or
- 9.1.3.4. The Client has caused or allowed any judgment to be entered against it which will materially impact the delivery of the services and failed within 14 (fourteen) days after such judgment coming to its knowledge to take steps to appeal against or apply for rescission of such judgment; or
- 9.1.3.5. The Client has passed a special resolution for its winding up or dissolution; or
- 9.1.3.6. The Client defaults or threatens to default in the payment of its liabilities generally or commit any act or omission which would, in the case of an individual, be an act of insolvency.

9.2. TERMINATION ON NOTICE

9.2.1. The Client or Consultant may terminate the engagement on 1 (One) month's notice in the manner set out in Clause 11.

9.2.2. If the engagement is terminated prior to completion of the contracted services, the Consultant shall be entitled to all fees and expenses accrued up to and including the termination date at the standard hourly rates (or pro rata daily or monthly as applicable) and expense charges, or as agreed in the Letter of Engagement or Ancillary Agreement.

10. LEGAL AND COMPLIANCE

10.1. COMPLIANCE WITH LAWS

Each Party shall comply with all applicable laws, statutes and regulations from time to time in force, having jurisdiction over the performance of its obligations under these Standard Terms and Conditions.

10.2. DISCOVERY OF FRAUD

10.2.1. The Consultant will not direct its work to the discovery of errors or misstatements that the Consultant considers to be immaterial.

10.2.2. The Consultant's work will not be planned in order to prevent or detect irregularities, fraud or misrepresentation by management or external parties.

11. GENERAL

11.1. CHOICE OF LAW

These Standard Terms and Conditions and the Ancillary Agreements shall be governed and interpreted in accordance with the Laws of the Republic of South Africa.

11.2. FORCE MAJEURE

Neither the Consultant nor the Client will be liable to the other for any delay or failure to fulfil obligations caused by circumstances outside their reasonable control.

11.3. NON-EXCLUSIVITY

Nothing in the Agreement shall be construed as creating an exclusive relationship between the Client and the Consultant.

11.4. WAIVER

11.4.1. No waiver of any of these terms and conditions will be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto giving the waiver, and any such waiver will be effective only in the specific instance and for the purpose given.

11.4.2. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder 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.

11.5. CONTINUING OBLIGATIONS AND SEVERABILITY

11.5.1. The following provisions shall remain in full force after the termination of the engagement:

11.5.1.1. Clause 7 in its entirety; and

11.5.1.2. Clause 8.1 in its entirety.

11.6. ELECTRONIC COMMUNICATION

11.6.1. During the conduct of this engagement, the Consultant may wish to communicate electronically.

11.6.2. However, the electronic transmission of information cannot be guaranteed to be secure or error-free, as it will be transmitted over a public network, and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use.

11.6.3. The Consultant and the Client each agree to use reasonable procedures to check for the most recently known viruses before sending information electronically but recognise that such procedures cannot be a guarantee that transmissions will be virus free.

11.7. ACKNOWLEDGEMENT BY CONSULTANT AND CLIENT

By signing the document to which the Standard Terms and Conditions are attached, the Client acknowledges that it has read and understood these terms and conditions and expressly agrees to be bound by the same and to act in accordance with the provisions of the Standard Terms and Conditions.

SERVICES EXCLUSIONS

SERVICE EXCLUDED	DEGREE OF EXCLUSION

