

MASTER SERVICES AGREEMENT JANUARY 2023

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This Master Services Agreement defines the general Terms of the relationship between Kibo Technical (Pty) Ltd, and The Customer. The Terms cover any transactions where Kibo Technical provides ICT Goods or Services to The Customer. The commercial Terms of any transaction will be contained in the Service Order ("Contract"), and will incorporate these Terms. The Contract will prevail if there is a conflict of meaning. Nothing in the Terms obligates any party to enter into any Contracts.

1 **Definitions and Interpretation**

AFSA means the Arbitration Foundation of Southern Africa (or its successor or body nominated in Writing by it in its stead);

Agreement means the Agreement between Kibo Technical and The Customer, consisting of the Terms and any signed contracts.

Business Day means any day other than a Saturday, a Sunday or a holiday (including a public or bank holiday) in the jurisdiction where the entity of Kibo Technical that entered into the relevant Contract is organised;

Business Hours means Kibo Technical's normal Business Hours; Monday to Friday, 08:00 to 17:00, excluding public holidays.

The Customer means The Customer that enters into a Contract and, if specified in the Contract, those related to it;

Client Premises Equipment includes equipment owned by Kibo Technical or any of its suppliers.

Deliverable means any deliverable of work that Kibo Technical delivers relating to Network support services and the supply of hardware and software.

Effective Date means in respect of each Contract, the Effective Date stipulated in each Contract, in the absence of which it will be the date the Contract is accepted by Kibo Technical;

Fees means the Fees, charges, or Purchase Consideration that The Customer will pay to Kibo Technical in respect of Goods or Services Kibo Technical provides under Contract;

Goods means any Goods, including all, hardware, software or 3rd party software, Kibo Technical provides to The Customer, under Contract;

Network means an interconnected system, including the Infrastructure, servers, operating systems, desktops, laptops, printers and peripherals devices, but excluding application software;

Contract means a Goods or Services Contract agreed to and signed by both the parties describing the specific Goods or Services that Kibo Technical will provide to The Customer;

Personnel means any director, employee, agent, consultant, contractor or other representative;

Purchase Consideration means the Fees or charges in respect of the Goods as set out in the Contract;

Quotation means prices provided by Kibo Technical to The Customer for Goods or Services. Also known as a **Proposal**.

Services means any Services Kibo Technical provides to The Customer, under Contract;

Service Levels means the levels according to which Kibo Technical will provide each Service as agreed by the parties in Writing and signed

Standard Service Rates refer to any Goods or charges during normal Business Hours. Should work be required outside of Business Hours, after hour Fees will apply, refer to 5.15.

Tax means any:

- Tax (including value added Tax, income Taxes, pay-as-you-earn Tax or other Taxes levied in any jurisdiction);
- duty (including stamp duty);
- tariff, rate, levy; or
- any other governmental charge or expense payable;

Terms means the Terms, consisting of:

- these Terms in the Master Services Agreement; and
- any other relevant specific Terms, policies, disclaimers, rules and notices that the parties agree on, (including any that may be applicable to any specific Goods or Services);

Third-Party Contracts means any contracts in force at the Effective Date between The Customer and Third-Party Contractors, referred to in the Contract;

Third-Party Contractor means, in respect of any Goods and Services, any contractor, supplier or licensor of the Goods or Services, which is not a party to the Agreement;

Kibo Technical Technology means any technology that Kibo Technical has created, acquired or otherwise has rights in and may, in connection with the performance of Kibo Technical's obligations under the Agreement, employ, provide, modify, create or otherwise

acquire rights in and includes any: concepts or ideas; methods or methodologies; procedures or processes; know-how or techniques; function, process, system, data, or object models; templates; the generalised features of the structure, sequence and organisation of software, user interfaces and screen designs; general purpose consulting and software tools, utilities, routines or frameworks; logic, coherence and methods of operation of systems; and patches or enhancements to open source libraries;

Writing means the reproduction information or data in physical form and includes handwritten documents, hard copy printouts and fax transmissions, but excludes information or data in the form of email.

2 **Contracts**

- 2.1 **Definitions in the Contract.** Words defined (or assigned a meaning) in the Contract will have that meaning in the Terms, unless the context clearly indicates otherwise.
 - 2.2 **Invitation to do business.** The marketing of the Goods or Services by Kibo Technical is merely an invitation to do business or for The Customer to make an offer to procure Goods or Services. The parties only conclude a valid and binding Contract when Kibo Technical accepts the offer made by The Customer. Kibo Technical may accept or reject any offer. If Kibo Technical does not accept any offer, then Kibo Technical will refund any monies already paid by The Customer.
 - 2.3 **Submission of proposal.** Kibo Technical may submit a proposal to The Customer. It may be in the form of a Contract.
 - 2.4 **Acceptance of proposal.** If the proposal is acceptable to The Customer, the parties will execute a Contract. Acceptance of the proposal will be final either when The Customer digitally signs the Quotation or by sending a signed a PDF copy of the Quotation back to Kibo Technical.
 - 2.5 **Time and place.** The parties conclude any Agreement between them at the time when a duly authorised representative of Kibo Technical accepts the relevant offer and at the place where Kibo Technical has its head office. Kibo Technical does not need to communicate the acceptance of the offer to The Customer.
 - 2.6 **Rejection of proposal.** If The Customer rejects the proposal, but still wishes to acquire the items requested, The Customer will not procure the additional Goods or Services from any Third-Party without offering Kibo Technical the opportunity to provide them at the rate and on Terms quoted by another service provider.
 - 2.7 **Contracts.** The Terms in effect at the time The Customer makes an offer will govern the Contract. Each Contract will create a separate Agreement. Despite that, Kibo Technical may consider the breach of any one Contract to constitute a breach of any Contract.
 - 2.8 **Third-Party Terms.** If a Third-Party supplies or delivers any Goods or Services directly to The Customer, Third-Party Terms or conditions may apply. The Customer is solely responsible to ensure they understand and agree to those Terms.
 - 2.9 **Conflict.** If there is a conflict of meaning between these Terms and any Contract, the Contract will prevail in respect of The Customer's use of the relevant Goods or Services.
 - 2.10 **Contract Term.** The Agreement shall start on the Commencement Date and continues until the end of the Contract Period. After the Contract Period has passed, this Agreement shall continue indefinitely unless cancelled by
- 3 **either Party in terms of this Agreement by giving 30 calendar days' notice to the other Party. If the Customer wishes to terminate this Agreement, effective immediately upon the expiry of the Contract Period, then the Customer shall do this by giving Kibo written notification of such intention to terminate at least 30 calendar days prior to the end of the Contract Period.**

4 **Goods**

- 4.1 **Sale.** Kibo Technical sells to The Customer who purchases the Goods on the Terms of the Agreement.
- 4.2 **Sales representatives.** No sales representatives of Kibo Technical has the authority to bind Kibo Technical and no representation, warranty or any other statements made or given by any sales representative of Kibo Technical will be binding on Kibo Technical, unless given in Writing and Signed by a duly authorised representative of Kibo Technical.
- 4.3 **Consideration.** As consideration for the Goods sold to The Customer by Kibo Technical, The Customer will pay the Purchase Consideration to Kibo Technical.
 - 3.3.1 The Customer must pay the Purchase Consideration to Kibo Technical in cash on delivery, unless a different payment date has been agreed in a Contract with Kibo Technical signed by The Customer and Kibo Technical has received the signed Contract from The Customer.
 - 3.3.2 Quotations are valid for seven days, unless another period is specified in the Quotation. All Fees and charges are subject to exchange rates, duties, surcharge, freight and transport costs, and clearing agents' charges running at the time.
 - 3.3.3 Any subsequent Fees and charges will be for The Customers' account, unless quoted as fixed.
- 4.4 **Time until dispatch.** Once Kibo Technical receives an offer, Kibo Technical will endeavour to dispatch the Goods as soon as reasonably practicable (which may be longer than 30 calendar days) to the address specified in the offer. Kibo Technical will try to adhere to the estimated delivery dates **but accepts no liability for failing to do so. The Customer may not withdraw any offer due to a delay in delivery**
- 4.5 **Stock availability.** Kibo Technical may not always have the Goods in stock on which The Customer makes an offers. The Customers may cancel the offer or make another offer on the part of the Goods that are in stock.

- 4.6 **Countries.** The Customer may only make offers for Goods for delivery to the countries specified by Kibo Technical. If The Customer's shipping or billing address is not amongst those specified, The Customer must not make an offer. Kibo Technical is only able to sell into the countries specified, and Kibo Technical is only able to ship to those countries.
- 4.7 **Mode of shipment.** Unless otherwise agreed in writing, the mode of shipment of the Goods will be selected by Kibo Technical and the cost of such shipment will be for The Customer's account.
- 4.8 **Risk and ownership.** All risk of loss or damage to the Goods will pass to The Customer upon physical delivery of the Goods to The Customer's delivery address. Ownership in the Goods will only pass to The Customer upon full payment of the Fees.
- 4.9 **Insurance.** The Customer must insure the Goods (and indicate Kibo Technical as an additional insured) until the Goods are fully paid for by The Customer.
- 4.10 **Services on Goods supplied.** Should The Customer require any Services (including any consulting, installation, maintenance, support, training, software development or other Services) to be provided in respect of the Goods, then such Services shall be provided subject to the Terms and conditions of a Services Contract which will be concluded between the Parties.
- 4.1 **Software.** Please note that intellectual property laws protect all software. Software is licenced, not sold, to The Customer. Unless agreed otherwise, the licence for any software is contained in the vender's license Agreement.
- 4.2 **Flow down warranties.** If Kibo Technical is going to provide support with regard to the Kibo Technical Goods, then The Customer will have the same rights against Kibo Technical as Kibo Technical has against the Kibo Technical's supplier in regard to defects in the Goods, the intention being that Kibo Technical's liability to The Customer will be co-extensive with the right of recourse Kibo Technical has against Kibo Technical's supplier or manufacturer. A copy of any guarantee or warranty will be provided to The Customer on request.
- 4.3 **Assignment of warranties.** If Kibo Technical is not going to provide support with regard to the Goods, then to the extent legally possible, Kibo Technical assigns to The Customer the benefit of all supplier or manufacturer warranties which may be given to Kibo Technical in relation to the Goods. The Customer may not waive any of Kibo Technical's common law rights as against the supplier.
- 5 **Services Level Agreement**
- 5.1 Kibo Technical will provide the Services to The Customer based around a Service Level Agreement. This Agreement will ensure The Customer is clear about what is expected from Kibo Technical in terms of things like: response times, best practices, Network documentation and more. The purpose of the Service Level Agreement is to guarantee certain service expectations.
- 5.2 Customers who have an RMM (Remote Monitoring & Management) Agreement will be provided a dedicated account manager to be the point of contact.
- 5.3 Customers who do not wish to opt for a support agreement will get a best effort service and reactive support as opposed to a proactive approach when being monitored by an RMM agreement.
- 5.4 Customers who have a Service Level Agreement have access to 24/7 support for critical tickets. Customers with no Service Level Agreement can log a ticket at any time but the query will be tended to during Business Hours.
- 6 **Fees and payment**
- 6.1 **Costs to implement.** Unless otherwise stated, the parties will bear their own costs to implement (or perform their obligations under) the Agreement.
- 6.2 **Expenses.** The Customer will reimburse Kibo Technical for all reasonable expenses that Kibo Technical or Kibo Technical's Personnel incur in fulfilling Kibo Technical's obligations under the Agreement. Expenses include travelling, subsistence, Goods, and Services purchased on The Customer's behalf, communications, stationery, and report or presentation material.
- 6.3 **Tax.** All Fees exclude any Tax, which will be payable where applicable by The Customer in addition to the Fees.
- 6.4 **Due Dates.** The Customer will be liable for and pay the Fees promptly on the Due Date, without any deduction, set off or demand and free of exchange in the currency specified in the Contract.
- 6.5 **Late payments.** Any additional surcharges and penalties specified will apply to any payment received after the Due Date to cover collection Fees and additional administration costs. The Customer must pay the surcharges and penalties to Kibo Technical on-demand. Kibo Technical may withhold or remove any Goods or halt the provision of any Services until The Customer has paid all amounts that are due.
- 6.6 **Interest on overdue amounts.** To the extent permitted by applicable law, any amount not paid by The Customer on outstanding amounts on overdue invoices will bear interest for the benefit of Kibo Technical, from the Due Date until the date The Customer pays it. The rate of interest will be either 2% above the published prime overdraft rate from time to time of Kibo Technical's bankers or 15%, whichever is higher. A letter signed by a general, branch or other bank manager setting out their rate will be proof of the rate. Interest will be payable on a claim for damages from when the damages were suffered.
- 6.7 **Withhold payment.** The Customer may not withhold payment of any amount due to Kibo Technical for any reason.
- 6.8 **Appropriation.** Kibo Technical may appropriate any payment received from The Customer towards the satisfaction of any indebtedness of The Customer to Kibo Technical under the Agreement.
- 6.9 **Certificate.** A certificate, signed by an accountant appointed by Kibo Technical, of the amount due by The Customer and the date on which it is payable will be conclusive irrefutable proof of the correctness of the certificate's contents.
- 6.10 **Price fluctuations.** Kibo Technical Fees are subject to changes made by Kibo Technical suppliers. Kibo Technical will confirm the

Fees for any Goods or Services when Kibo Technical accepts The Customer's offer.

- 6.11 **Price adjustments.** Kibo Technical will make inflationary adjustments of all Fees annually at the beginning of Kibo Technical's financial year, 1 March.
- 6.12 **Price changes.** Kibo Technical retains the right to make changes to any Fees or pricing at any point in time as they deem necessary. Any changes will be communicated to The Customer with 1 month notice.
- 6.13 **Payment profile.** The Customer and any signatory, consent and agree that Kibo Technical may provide any registered credit bureau with information about the payment of amounts.
- 6.14 Standard Service Rates.

Rate Per Hour for Onsite and Remote work (March 2023) ex. VAT	Engineer	Senior Engineer	Infrastructure Support	Project Management
Business Hours Weekdays 08h00 to 17h00	R640	R960	R1280	R770
Weekdays After hours & Saturdays 08h00 to 17h00	Business Hour Rate x 1.5			
Sundays and Public Holidays	Business Hour Rate x 2			
Fuel Levy for trips to The Customer site	Charged per kilometre from the Kibo Technical office to the client and back.		For travel further than 60km, the time of travel will be included in the service charge.	
Billing Policy – Onsite work	The first hour will be charged for in full, thereafter, any work done will be billed in 30-minute segments.			
Billing Policy – Remote work only	In 15-minute segments.			

7 **Intellectual property**

- 7.1 **Deliverables.** Except as provided to the contrary in the Agreement, all right, title, and ownership to or of any Deliverables are the sole property of or will vest in Kibo Technical or a Third-Party licensor. All moral rights are reserved. Upon payment in full, Kibo Technical grants The Customer a non-exclusive, perpetual, fully paid up licence to use, reproduce and modify (if applicable) any Deliverables in the form delivered to The Customer. The perpetual licence applies only to Deliverables that Kibo Technical leaves with The Customer at the conclusion of the Agreement and is only for The Customer's internal business operations. The Customer will not resell or distribute the Deliverables to any Third-Party. The parties may expressly agree to the contrary in any Contract.
- 7.2 **Retention of Rights.** Kibo Technical has created, acquired or otherwise obtained rights in the Kibo Technical Technology and despite anything contained in the Agreement, Kibo Technical will own all right, title, and interest to the Kibo Technical Technology.
- 7.3 **Use of Kibo Technical Technology.** If Kibo Technical utilises any Kibo Technical Technology in connection with Kibo Technical's performance under a Contract, the Kibo Technical Technology will remain the property of Kibo Technical and The Customer will not acquire any right or interest.
- 7.4 **Trademarks.** Kibo Technical's logo and sub-logos, marks, and trade names are the trademarks of Kibo Technical and no person may use them without permission. Any other trademark or trade name that may appear on the marketing material of Kibo Technical is the property of its respective owner.
- 7.5 **Restrictions.** Except as expressly permitted under the Agreement, the Goods or Services may not be:
 - 6.5.1 modified, distributed, or used to make derivative works;
 - 6.5.2 rented, leased, loaned, sold or assigned;
 - 6.5.3 decompiled, reverse engineered, or copied; or
 - 6.5.4 reproduced, transferred, or distributed.
- 7.6 **Prosecution.** All violations of proprietary rights or the Agreement will be prosecuted to the fullest extent permissible under applicable law.

8 **Non-solicitation**

No party will, during the currency of any Contract or for a period of 12 calendar months following termination, directly or indirectly solicit, offer employment to, employ, or Contract in any manner with any Personnel of the other party who were involved in the implementation or execution of the Contract.

9 Limitation of liability

- 9.1 **Exclusion of liability.** Notwithstanding any warranties given by Kibo Technical, if any, Kibo Technical will not be liable to The Customer if:
- 8.1.1 modifications are made to the Goods by any Third-Party without the approval of Kibo Technical;
 - 8.1.2 attachments, features or devices are used on the Goods which are not supplied or approved in Writing by the manufacturer;
 - 8.1.3 any version other than the current version of the correct operating system software is used on the Goods; or the Goods are subject to misuse or abuse.
- 9.2 **Liability in Terms of Contracts.** For the avoidance of doubt, Kibo Technical will not be liable to The Customer in Terms of the Contract for any damages caused by or related to any failure or delay of Kibo Technical in the delivery or installation of the Goods or in the performance of installation Services or other Services.
- 9.3 **Direct damages limited.** To the extent permitted by applicable law, regardless of the form (whether in contract, delict or any other legal theory) in which any legal action may be brought, each party's maximum liability for direct damages for anything giving rise to any legal action will be an amount equal to the total Fees already paid (or due and payable) by you to us in respect of this Agreement for the period 12 months preceding the claim. The aggregate amounts for all claims will not be greater than the maximum amount.
- 9.4 **Indirect damages excluded.** To the extent permitted by applicable law, in no event will a party be liable for any indirect, incidental, special or consequential damages or losses (whether foreseeable or unforeseeable) of any kind whatsoever and howsoever caused (including loss of profits, loss of goodwill, damages relating to lost or damaged data or software, loss of use, damages relating to downtime or costs of substitute products) arising from this Agreement.
- 9.5 **Exclusions.** The limitation contained in this clause will not apply to any breach by a party of the other party's proprietary or confidential information or intellectual property or damages arising from a party's gross negligence.
- 9.6 **Kibo Technical not liable for The Customer default.** Kibo Technical will not be liable for any loss or damage suffered by The Customer arising out of or in connection with any breach of the Agreement by The Customer or any act, misrepresentation, error or omission made by or on behalf of The Customer or The Customer's Personnel.
- 9.7 **Other Goods or Services.** Kibo Technical is not liable for any other Goods, or service provided by any Third-Party.
- 9.8 **Liability.** Without limiting liability, neither party will be liable to the other for any loss that it may suffer as a result of theft, fraud, or other criminal act by a party or its Personnel.

10 Breach and termination

- 10.1 **Breach.** If a party:
- 9.1.1 does not fix any breach of this Agreement (failure to comply with it) within seven days of receiving written notice from the other party to do so;
 - 9.1.2 breaches this Agreement materially twice or more in any six-month period or a period equal to half the duration of the Agreement, whichever is the shortest;
 - 9.1.3 is insolvent (bankrupt), or has some legal disability, for example, if they are placed under administration;
 - 9.1.4 takes steps to deregister itself (close down) or is deregistered;
 - 9.1.5 makes any settlement or arrangement with its creditors;
 - 9.1.6 fails to pay a court Contract against it (does not satisfy a writ of execution) for more than one million rand, within 21 days, then the other party may, without prejudice to any of its rights:
 - 9.1.6.1 claim specific performance of this Agreement (make the party comply with this Agreement); or
 - 9.1.6.2 immediately cancel this Agreement in Writing; and
 - 9.1.6.3 claim damages from the other party, including any claim for any Fees already due.
- 10.2 **Discontinue the Goods, or Services.** The Agreement will automatically terminate if Kibo Technical discontinues the Goods or Services.

11 Resolving disputes

- 11.1 **Notifying each other.** There will be a dispute about or from this Agreement if a party writes to the other about it and asks for it to be resolved under this clause. The parties must refer any dispute to be resolved by:
- 10.1.1 Negotiation (direct talks to try and agree how to end the dispute); failing which
 - 10.1.2 Mediation (talks in which a neutral Third-Party attempts to help the parties agree how to end the dispute); failing which
 - 10.1.3 Arbitration (a hearing after which a neutral Third-Party makes a binding decision about the dispute).

- 11.2 **Negotiation.** Each party must make sure that their chosen representatives meet within 10 Business Days of notification, to negotiate and try to end the dispute by written Agreement within 15 more Business Days.
- 11.3 **Mediation.** If negotiation fails, the parties must refer the dispute to mediation under AFSA's rules.
- 11.4 **Arbitration.** If mediation fails, the parties must refer the dispute within 15 Business Days to arbitration (including any appeal against the arbitrator's decision) The parties will agree and appoint one arbitrator. The arbitration will be held in English. If the entity of the Kibo Technical involved in the dispute is South African, the arbitration will be in Johannesburg under AFSA's latest rules for expedited arbitrations.
- 11.5 **Agree otherwise in a Contract.** The parties may agree otherwise in a Contract.
- 11.6 **Periods.** The parties may agree in Writing to change the periods for negotiation or mediation.
- 11.7 **Urgent interim relief.** This clause will not stop a party from applying to court for urgent interim relief (temporary help) while the dispute resolution process is being finalised. An example might be an interdict (type of court Contract).
- 11.8 **Severability.** This clause is separate and divisible from the rest of this Agreement and remains effective even if this Agreement ends or is invalid.
- 12 **Notices and domicile**
- 12.1 **Notices.** The parties will send all notices, authorisations, disclosures, acknowledgements, or requests by hand delivery, prepaid registered post, fax, or email to an address or number given in the relevant Contract.
- 12.2 **Service (delivery) address for legal documents.** Each party chooses its street addresses and numbers as its *domicilium citandi et executandi* (its address for the service of any document used in legal action) for this Agreement.
- 12.3 **Change of addresses or numbers.** Each party may change the addresses or numbers in the relevant Contract to any other addresses or numbers by Writing to the other party 14 days before the change.
- 12.4 **Deemed delivery.** Notice will be considered to be delivered on the date shown on any hand-delivered, prepaid registered post, courier, fax or email confirmation of delivery.
- 12.5 **Notice actually received.** If a party actually receives any notice or other communication, this will be good enough.
- 13 **Force Majeure**
- 13.1 **Parties not liable.** No party will be responsible for any breach of this Agreement caused by circumstances beyond its control, including flood, fire, earthquake, war, tempest, hurricane, industrial action, government restrictions, or acts of God.
- 13.2 **Party affected to notify other party.** If there is an event of force majeure, the party affected will tell the other immediately, and they will meet within seven days to negotiate other ways to carry out any affected responsibilities under this Agreement. The parties will continue to comply with the responsibilities that are not affected by the circumstances.
- 13.3 **Right to cancel.** If a party cannot fulfil a material (significant) part of its responsibilities under this Agreement for more than 60 days because of *force majeure*, the other party may cancel this Agreement by written notice.
- 14 **General**
- 14.1 **Entire Agreement.** The Agreement is the entire Agreement between the parties on the subject.
- 14.2 **Changes.** No change to this Agreement is effective unless in Writing and Signed by authorised signatories of both parties.
- 14.3 **Waiver (giving up rights).** Any favour Kibo Technical may allow The Customer will not affect or substitute any of Kibo Technical's rights against The Customer.
- 14.4 **Severability.** If any term is void (invalid), unenforceable, or illegal, the term may be severed (removed) from and will not affect the rest of this Agreement if it does not change its purpose.
- 14.5 **Governing law.** South African law governs this Agreement.
- 14.6 **Jurisdiction.** The Customer consents to the jurisdiction of the Magistrate's Court in respect of any action or proceedings that Kibo Technical may bring against The Customer in connection with this Agreement, even if the action or proceedings would otherwise be beyond its jurisdiction without prejudice to Kibo Technical's right to institute any action in any other court having jurisdiction.
- 14.7 **Costs.** Each party is responsible for its own costs of drafting and negotiating this Agreement.
- 14.8 **Governing Law relating to licences.** The Terms of any licence Contract entered into with any entity of Kibo Technical located anywhere will be governed by and construed in accordance with the laws of South Africa.
- 14.9 **Governing Law relating to Services.** Unless otherwise agreed in Writing, the Terms of any Services Contract will be governed by the laws of the jurisdiction where the entity of Kibo Technical delivering the Services is organised.
- 14.10 **Jurisdiction for Kibo Technical action.** If Kibo Technical brings an action to enforce this Agreement, Kibo Technical will bring it in the jurisdiction where The Customer's contracting entity has its headquarters.
- 14.11 **Jurisdiction for The Customer action.** If The Customer brings an action to enforce any licence Contract entered into with any entity of Kibo Technical located anywhere, The Customer will bring it in South Africa. If The Customer brings an action to enforce any Services Contract, The Customer will bring it in the jurisdiction where the entity of the Kibo Technical delivering the Services has its headquarters.
- 14.12 **Publicity.** A party will not make or issue any formal statement to the press in connection with the Agreement, without the prior

written consent of the other parties.

14.13 **Right to reference.** The Customer consents to Kibo Technical using its name and a general description of the Goods or Services in any marketing or sales material.

15 **Privacy (POPIA)**

Kibo Technical (Pty) Ltd is fully compliant with the Protection of Personal Information Act 4 of 2013 (POPIA). All private information required register a new customer is considered strictly confidential. All steps to ensure the protection of private data has been outlined in our POPIA compliance manual. Should you have any POPI related queries, please mail popi@kibo.co.za or view our POPI manual available on our website.