

GENERAL TERMS OF BUSINESS

between

VARIBILL (PTY) LTD and THE CUSTOMER



1. Interpretation

- 1.1. Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below, when used in these General Terms of Business or to any Agreement (as defined herein), shall bear the meanings ascribed to them:
 - 1.1.1. **“Agreement”** or **“this Agreement”** means the Licence Agreement or any other agreement concluded between Varibill and a Customer, including its Annexures, detailing the specific product(s) to be provided and/or services to be rendered by Varibill to the Customer, which Agreement is subject to and includes these General Terms of Business;
 - 1.1.2. **“Business Day”** means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
 - 1.1.3. **“Confidential Information”** means, without limitation, all information relating to any of the Parties’ businesses or the business of their clients, client lists, financial and accounting information, pricing strategies and policies, marketing strategies, any technical, commercial or scientific information, know-how, trade secrets, processes, machinery, designs, drawings, technical specifications and data in whatever form, disclosed to or assessed by either Party during the course of its relationship with the other Party (irrespective of whether the information disclosed by the disclosing Party relates to the operations of the disclosing Party itself or any of its subsidiaries);
 - 1.1.4. **“Customer”** means any legal entity that makes use of products and / or services of Varibill.;
 - 1.1.5. **“Consultant”** means an employee of Varibill that is specifically assigned to the Customer in terms of the Agreement;
 - 1.1.6. **“Customer's Premises”** means the Customer’s premises detailed in an Agreement, at which premises the Product(s) will be delivered and / or the Services will be principally rendered;
 - 1.1.7. **“General Terms of Business”** means the latest version of this written document, which forms part of the Agreement and which can be found on Varibill’s website at www.varibill.com;
 - 1.1.8. **“Equipment”** means any IT device, equipment or hardware used or operated by the Customer, whether such Equipment is owned by the Customer or an independent third party, and whether or not such Equipment is used to access the Services or in conjunction with the Services;
 - 1.1.9. **“Fees”** means the consideration payable by the Customer to Varibill in respect of Products provided and /or Services rendered;
 - 1.1.10. **“Initial Period”** means the minimum period for which an Agreement is concluded, as more fully provided for in the relevant Agreement, where applicable;
 - 1.1.11. **“Intellectual Property Rights”** means the rights in and to any inventions, patents in force from time to time, concepts, related designs or processes, copyright, trademarks and trade names relating thereto, whether registered or not;
 - 1.1.12. **“Varibill”** means Varibill (Pty) Ltd, registration number 2016/164320/07, a private company registered in accordance with the laws of the Republic of South Africa, with registered address at **29 Victoria Link, Route 21 Corporate Park, Irene, 0157** at which address any and all legal documents and / or processes must be served;
 - 1.1.13. **“Marks”** means any trademarks, trade names, designs, inventions, patents, trade secrets and copyright;

- 1.1.14. **“Normal Business Hours”** means, in respect of a Business Day, 07:00 a.m. to 16:00 p.m. and, accordingly, **“after hours”** shall mean any time on a Business Day outside of the above hours, as well as Saturdays, Sundays and official public holidays declared in the Republic of South Africa;
- 1.1.15. **“Parties”** means the parties to this Agreement, or either one of them, as the context may require;
- 1.1.16. **“Product(s) and /or Service(s)”** means any product(s) supplied and / or service(s) rendered to the Customer by Varibill, as more fully provided for in the applicable Agreement concluded between the Parties from time to time;
- 1.1.17. **“Signature Date”** means the date on which this Agreement is signed by the Party signing last in time;
- 1.1.18. **“VAT”** means Value Added Tax, as defined in and levied in terms of the Value Added Tax Act 89 of 1991 (as amended);
- 1.2. Clause and paragraph headings are inserted for reference purposes only and shall not be used in the interpretation of this agreement;
- 1.3. Unless the context clearly indicates a contrary intention, any word connoting -
- 1.3.1. the singular includes the plural and *vice versa*;
- 1.3.2. one gender includes the other genders;
- 1.3.3. natural persons include artificial persons and *vice versa*; and
- 1.3.4. insolvency includes provisional or final sequestration, liquidation or judicial management.
- 1.4. 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;
- 1.5. 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 which case the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday;
- 1.6. Any reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- 1.7. If any provision in a definition (under this heading **“Interpretation”** and/or any other heading in this Agreement) is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in a definition (or such other clause), effect shall be given to it as if it was a substantive provision in the body of the Agreement;
- 1.8. The rule of construction that, in the event of ambiguity, the contract shall be interpreted against the Party responsible for the drafting thereof, shall not apply in the interpretation of this Agreement.

2. Basic Provisions

- 2.1. Any Agreement shall be deemed to incorporate the provisions of this General Terms of Business as if specifically incorporated therein and the conclusion of any additional Agreement shall create a separate contract relating to the specific product(s) and / or service(s) described therein.
- 2.2. This General Terms of Business and the relevant Agreement constitute the sole record of the understanding between the Parties with regard to the subject matter thereof. No party shall be bound by any express or implied term, representation, warranty or promise, unless specifically provided for in this Agreement.
- 2.3. No addition to, or variation or agreed cancellation of, this Agreement shall be of any force or effect unless in writing and signed by or on behalf of both the Parties.
- 2.4. No relaxation or indulgence which any Party may grant to any other shall constitute a waiver of the rights of that Party and shall not preclude that Party from exercising any rights which may have arisen in the past or which might arise in future.
- 2.5. Unless expressly provided as being in the sole discretion of a Party, where approval, acceptance, consent or similar action by a Party is required under this Agreement, such action shall not be unreasonably delayed or withheld. Any approval or consent given by a Party under this Agreement shall only be valid if in writing and shall not relieve the other Party from responsibility for complying with the requirements of this Agreement, nor shall it be

construed as a waiver of any rights under this Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Agreement.

- 2.6. This Agreement does not constitute a Party as an agent, partner or legal representative of the other Party for any purpose whatsoever, it being understood between the Parties hereto that both Parties are to act as independent contractors and are not authorised to make any agreement, warranty or representation on behalf of the other Party.
- 2.7. This Agreement may be executed in a number of counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.
- 2.8. The counterpart of this Agreement held by Varibill shall be considered the original and shall be the binding agreement in case of a variance in any particular between it and any other signed copy.

3. Confidentiality

- 3.1. During the confidential relationship established hereby, both Parties may communicate to the other certain Confidential Information to enable delivery of the Product(s) and / or the rendering of the Service(s) hereunder.
- 3.2. The disclosing Party shall only disclose the Confidential Information to the receiving Party to the extent deemed necessary or desirable by the disclosing Party in its discretion.
- 3.3. The receiving Party acknowledges that the Confidential Information is a valuable, special and unique asset proprietary to the disclosing Party.
- 3.4. The receiving Party agrees that it will not, during or after the course of their relationship and/or the term of this Agreement, or thereafter to the extent necessary to act lawfully with regard to the proprietary interests of the Parties, disclose the information to any third party for any reason or purpose whatsoever without the prior written consent of the disclosing Party, save in accordance with the provisions of this Agreement. For the avoidance of doubt, in this Agreement “**third party**” means any party other than Varibill or the Customer (including their holding and subsidiary companies or agents). Any conduct by the holding, subsidiary company or agent of the receiving Party which, if it had been performed by the receiving Party, would have been a breach of this agreement, shall be deemed to be a breach by the receiving Party.
- 3.5. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that the Confidential Information may be disclosed by the receiving Party to its employees, directors, consultants and professional advisors on a need-to-know basis: Provided that that Party takes whatever steps are necessary to procure that such employees, directors, consultants and professional advisors agree to abide by the terms of this Agreement to prevent the unauthorised disclosure of the Confidential Information to third parties. For purposes of this clause, the receiving Party’s consultants, professional advisers and employees, directors or managers shall be deemed to be acting, in the event of a breach, as that Party’s duly authorised agents.
- 3.6. The receiving Party agrees:
 - 3.6.1. not to utilise, exploit or in any other manner whatsoever use the Confidential Information disclosed pursuant to the provisions of this Agreement for any purpose whatsoever without the prior written consent of the disclosing Party;
 - 3.6.2. that the unauthorised disclosure of the Confidential Information to a third party may cause irreparable loss, harm and damage to the disclosing Party. Accordingly, the receiving Party indemnifies and holds the disclosing Party harmless against any loss, claim, harm or damage, of whatever nature, suffered or sustained by the disclosing Party pursuant to a breach by the receiving Party of the provisions of this Agreement.
- 3.7. All Confidential Information disclosed by the disclosing Party to the receiving Party, is acknowledged by the receiving Party:
 - 3.7.1. to be proprietary to the disclosing Party; and
 - 3.7.2. not to confer any rights to the receiving Party of whatsoever nature in the Confidential Information.
- 3.8. The receiving Party undertakes not to use the Confidential Information for any purpose other than:
 - 3.8.1. that for which it is disclosed; and
 - 3.8.2. in accordance with the provisions of this Agreement.
- 3.9. The receiving Party agrees that it shall protect the Confidential Information disclosed pursuant to the provisions of this Agreement using the same standard of care that the receiving Party applies to safeguard its own

proprietary, secret or Confidential Information and that the information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof.

- 3.10. The disclosing Party may, at any time, request the receiving Party to return any material containing, pertaining to or relating to Confidential Information disclosed pursuant to the terms of this Agreement and may, in addition request the receiving Party to furnish a written statement to the effect that, upon such return, the receiving Party has not retained in its possession, or under its control, either directly or indirectly, any such material.
- 3.11. As an alternative to the return of the material contemplated in 3.10 above, the receiving Party shall, at the instance of the disclosing Party, destroy such material and furnish the disclosing Party with a written statement to the effect that all such material has been destroyed.
- 3.12. The receiving Party shall comply with a request in terms of 3.10 or 3.11, within 7 (seven) days of receipt of such a request.
- 3.13. The obligations of the receiving Party pursuant to the provisions of this Agreement shall not apply to any Confidential Information that:
 - 3.13.1. is known to, or in the possession of the receiving Party prior to disclosure thereof by the disclosing Party;
 - 3.13.2. is or becomes publicly known, otherwise than as a result of a breach of this Agreement by the receiving Party;
 - 3.13.3. is developed independently of the disclosing Party by the receiving Party in circumstances that do not amount to a breach of the provisions of this Agreement;
 - 3.13.4. is disclosed by the receiving Party to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time: Provided that in these circumstances, the receiving Party shall advise the disclosing Party to take whatever steps it deems necessary to protect its interests in this regard and provided further that the receiving Party will disclose only that portion of the Information which it is legally required to disclose and the receiving Party will use its reasonable endeavours to protect the confidentiality of such Information to the greatest extent possible in the circumstances;
 - 3.13.5. is disclosed to a third party pursuant to the prior written authorisation of the disclosing Party; or
 - 3.13.6. is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.

4. Customer Obligations

- 4.1. The Customer shall use its best endeavours to facilitate the effective supply of any Product(s) and/or delivery of any Service(s). In this regard:
 - 4.1.1. The Customer authorizes Varibill, its personnel and any Consultant to enter or have access to the Customer's Premises as reasonably necessary, or to remotely access the Customer's network, Equipment or any Products provided for in an Agreement, at mutually agreed upon times, to install, maintain, inspect, repair or remove Equipment and or Products, or to maintain, investigate, protect, modify or improve the operation of Varibill's Services or facilities;
 - 4.1.2. The Customer acknowledges that its Equipment and related software may have to meet certain minimum requirements and be maintained in certain ways and in certain locations in order to access the Services or for the proper operation of the Services. The Customer agrees that Varibill may reasonably change such requirements from time to time. Unless otherwise specified by Varibill, the Customer is solely responsible for updating or maintaining its Equipment and related software as necessary to meet such requirements, and that Varibill may withhold support if the Customer fails to do so;
 - 4.1.3. The Customer agrees to notify Varibill, in accordance with the agreed timelines and via the appropriate contact points, as more fully provided for in the Agreement(s), if the Customer's Equipment or any Products provided by Varibill is lost, stolen damaged or destroyed, or if any related software is dysfunctional;
 - 4.1.4. The Customer acknowledges that any software provided by Varibill, including related documentation, shall remain the property of Varibill or its licensors. The Customer will accordingly take all reasonable steps to protect such software or documentation from theft, loss or damage. The Customer shall furthermore review and agree to all applicable end user licence agreements before installing or using the said software or documentation and acknowledges that, unless otherwise provided in an Agreement or in the end user licence agreement itself, all end user licence agreements will terminate upon termination of this Agreement;

- 4.1.5. The Customer shall facilitate meetings between Varibill and the Customer's other service providers, where applicable; and
- 4.1.6. The Customer shall provide Varibill with such information and documentation as is reasonably necessary for Varibill and / or a Consultant to complete allocated tasks.

5. Solicitation of Employment

- 5.1. The Customer agrees not to solicit, hire, contract with or engage the employment or services of any employee of Varibill, during the period of and for 6 (six) months after the termination of this Agreement.
- 5.2. If the Customer breaches the provisions of clause 5.1, or if Varibill agrees in writing to permit its employee to be employed by the Customer, the Customer shall pay Varibill a placement fee of 50% (fifty per cent) of the employee's current annual cost to company remuneration (i.e. the current annualised cost to company remuneration paid by Varibill to the specific employee immediately prior to the termination of that employee's employment with Varibill).
- 5.3. Varibill agrees not to solicit, hire, contract with or engage the employment or services of any employee employed by the Customer at the Customer's Premises, during the period of and for six (6) months after the termination of this Agreement. The provisions of clause 5.2 shall apply *mutatis mutandis* in the event of Varibill employing an employee of the Customer, whether in breach of this clause 5.3 or with the consent of the Customer, as the case may be.
- 5.4. Notwithstanding the provisions of clause 5.3 above, in the event that Varibill, by way of prior agreement with the Customer, co-opts any of the Customer's IT personnel, Varibill shall not be liable to pay any placement fee(s) in respect of those IT personnel, unless otherwise agreed.

6. Charges

- 6.1. Varibill will issue monthly invoices in respect of the Product(s) and / or Service(s), as the case may be, comprising fees, outlays and VAT thereon (where appropriate) (collectively hereinafter referred to as "**Charges**").
- 6.2. Details of the Charges payable by the Customer in respect of the specific Product(s) and / or Service(s), as well as special payment terms (where applicable), are detailed in the Agreement(s).
- 6.3. All amounts quoted in an Agreement, or in a proposal or quotation, shall be exclusive of VAT, unless specifically otherwise stated.
- 6.4. Varibill may charge interest on any outstanding balances at the prime overdraft interest rate of Varibill's bank from time to time in force, calculated monthly in arrears (this rate applying after as well as before any court award or judgement in Varibill's favour in respect of outstanding balances).
- 6.5. If, for any reason whatsoever, the Customer fails to make payment of any Charge levied in terms of this Agreement on the due date thereof, Varibill shall, at its sole discretion and without prejudice, be entitled to suspend the delivery of all Products and the rendering of all Services subsequent to prior notification to the Customer until all outstanding amounts have been paid to it in full.
- 6.6. In the event of non-payment by the Customer in respect of any Product(s) and / or Service(s) detailed in an Agreement, the total amount payable by the Customer for the remainder of the Initial Period or any renewal period shall immediately become due and payable.
- 6.7. Any payments received from the Customer shall first be applied to settle any costs incurred by Varibill, then accrued interest on any outstanding amount and only thereafter shall the balance, if any, be applied to settle any outstanding capital amount.
- 6.8. In the event that the Customer disputes the correctness of an invoice (hereinafter referred to as a "**disputed invoice**"), the following procedure shall be followed by the Parties:
 - 6.8.1. The Customer shall notify Varibill thereof within 7 (seven) Business Days from the date of the disputed invoice, clearly stating the reasons for disputing the disputed invoice;
 - 6.8.2. The Customer shall remain liable to immediately pay the amount of the disputed invoice, pending finalisation of Varibill's investigation into the correctness of the disputed invoice, as provided for in clause 6.8.3 below, or publication of the arbitrator's award, as provided for in clause 10 below;
 - 6.8.3. Varibill shall immediately investigate the correctness of the invoice and shall give feedback to the Customer within 5 (five) Business Days from the date that notice of the disputed invoice has been received;

- 6.8.4. After investigation Varibill shall immediately correct any errors that it may find on a disputed invoice and shall refund the client within 2 (two) Business Days from termination of the period provided for in clause 6.8.3 above;
- 6.8.5. In the event that Varibill finds the disputed invoice to be correct, it shall notify the Customer accordingly and Varibill shall not be required to refund the Customer;
- 6.8.6. If the Customer, following finalisation of Varibill's investigation, still disputes the correctness of the disputed invoice, the Customer shall be entitled to refer the matter to arbitration, as more fully provided for in clause 10 below.

7. Limitation of liability

- 7.1. Varibill's liability shall be completely discharged if the Customer, or any third party acting on instruction of the Customer, attempts to correct, repair or adjust any Equipment or Products that Varibill is responsible to maintain in terms of an Agreement or attempts to correct, repair or adjust any applications, facilities or software that Varibill is responsible to maintain or support in terms of an Agreement;
- 7.2. The Customer acknowledges that Varibill shall not be liable for any data loss or loss of income, whilst supporting the Customer or caused during the repair, maintenance, adjustment or replacement of the Equipment, Product(s) and / or Service(s) provided for in an Agreement, unless attributable to the gross negligence or wilful misconduct of Varibill's personnel or a Consultant;
- 7.3. Unless the software license terms provides for different remedies, damages or limits, the Customer's exclusive remedy against Varibill for any breach of warranty or contract under an Agreement is limited to repair, replacement or refund with respect to the software, at Varibill's option and subject to applicable law. Except for damages that are required by law to be paid, the Customer will only be entitled to the direct damages that the Customer actually incurred in reasonable reliance, up to the amount of a refund of one months' subscription fee that the Customer paid for the use of the software. The Customer will not be entitled to any incidental, special, consequential or other damages, including but not limited to damages for loss of profits or loss or disclosure of confidential, sensitive or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, and for any other pecuniary or other loss whatsoever, even if Varibill has been advised of the possibility of such damages. These limitations and exclusions regarding damages will apply even if any remedy fails.
- 7.4. It is agreed by the Parties that this Agreement excludes Services necessitated by, or as a result of:
 - 7.4.1. Accident, fire, water damage or acts of nature;
 - 7.4.2. Damage caused by riots, civil disorder, terrorism or sabotage;
 - 7.4.3. Connection of unauthorised, ancillary equipment to the Customer's computer network;
 - 7.4.4. Negligent use, misuse or abuse of computer Equipment and/or software;
 - 7.4.5. Causes external to computer Equipment, such as failure or fluctuation of electrical power;
 - 7.4.6. Installation and de-installation of software and/or hardware without the assistance of Varibill;
 - 7.4.7. Security breaches, including, without limitation, malicious software or unauthorised electronic intrusion;
 - 7.4.8. Vulnerability or failure of third party hardware or software; and
 - 7.4.9. Actions taken by the Customer in respect of services to be rendered by Varibill, without written notification to Varibill.
- 7.5. Support and/or maintenance necessitated as a result of any of the occurrences referred to in clause 7.4, shall be attended to by Varibill at such additional Charges as may be agreed to by the Parties prior to the supply thereof.
- 7.6. The Customer acknowledges that Varibill may from time to time be required to operate or physically handle the Customer's Equipment at the Customer's premises and / or to transport the Equipment to and from the Customer's premises and that inevitably the Equipment may be exposed, without limitation, to physical damages and / or losses due to theft. The Customer accordingly undertakes to keep all Equipment comprehensively insured against risks of this nature and agrees to indemnify Varibill, its personnel and any Consultant against such damages and or losses, howsoever caused, unless caused by the gross negligence or wilful misconduct of Varibill, its personnel or any Consultant.

- 7.7. Except for Equipment as defined, all Products installed or provided by Varibill as a service or on loan, shall remain the property of Varibill and the Customer accordingly agrees that it:
- 7.7.1. Will take reasonable care with such Products;
 - 7.7.2. May not sell, lease, mortgage, transfer, assign or encumber such Products;
 - 7.7.3. May not relocate such Products without Varibill's knowledge and permission;
 - 7.7.4. Will inform the landlord of the Customer's premises that such Products are owned by Varibill and are therefore not subject to any lien or hypothec; and
 - 7.7.5. Will return such Products at its own expense to Varibill at termination of the Services to which the Products related (if applicable).

8. Breach

- 8.1. Should any Party ("**the Party in default**") breach any material term, condition, undertaking, warranty or representation contained in this Agreement and fail to remedy such breach within 7 (seven) days (or such reasonable longer period as the Parties may agree on) after receipt of a written notice from the other Party ("**the innocent Party**"), requiring such breach to be remedied, then, without prejudice to any other rights that it may have in terms hereof or in law, the innocent Party shall be entitled to forthwith cancel this Agreement on written notice thereof to the Party in default, or to claim specific performance of the Party in default's obligations, and in either event to claim damages from the Party in default.

9. Complaints

- 9.1. Any and all complaints that any Party may have relating to the supply of Products and / or the rendering of Services provided for in an Agreement, shall be forwarded by e-mail and distributed concurrently to the signatories of this Agreement, so as to ensure thorough, timely and open resolution of any such complaint and to prevent, as far as reasonably possible, any unnecessary conflicts and disputes;
- 9.2. In the event that a dispute cannot be amicably resolved in accordance with the procedure provided for in clause 9.1 above within 10 (ten) Business Days from the date of receipt of a complaint by either Party, such dispute will be dealt with in accordance with the provisions of clause 10 below.

10. Arbitration

- 10.1. Any dispute arising from or in connection with this Agreement shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Parties or, failing agreement between the Parties, by the Foundation.
- 10.2. The provisions of this clause –
- 10.2.1. constitutes an irrevocable consent by the Parties to any proceedings in terms hereof and no Party shall be entitled to withdraw there from or claim at any such proceedings that it is not bound by such provisions; and
 - 10.2.2. are severable from the rest of this Agreement and shall remain in effect despite the termination or invalidity, for any reason, of this Agreement.
- 10.3. This clause 10 shall not preclude a Party from seeking urgent relief in a court of appropriate jurisdiction, where grounds for urgency exist.

11. Intellectual Property Rights

- 11.1. The Customer agrees to comply with all laws applicable to any Intellectual Property Rights in respect of any data, files and/or information accessed, retrieved or stored by it through the use of any of Varibill's Products and / or Services;
- 11.2. The Parties may not use any of the other Party's Marks without the prior written approval of the other Party;
- 11.3. Other than as may specifically be provided in an Agreement, Varibill will wholly and exclusively retain all existing Intellectual Property Rights and become the exclusive and unencumbered owner of all Intellectual Property Rights employed in or otherwise related to software supplied or developed by Varibill and/or the supply of any of the Products and / or Services provided for in an Agreement.

12. Force Majeure

- 12.1. Neither Party shall be responsible for any failure to comply with the terms and conditions of this Agreement due to causes beyond its control for the period that the effects of such causes continue (hereinafter referred to as a “**Force Majeure event**”). A Force Majeure event will include, but will not be restricted to, fire, storm, flood, earthquake, explosion, accident, acts of a public enemy, war, rebellion, insurrection, sabotage, acts of terrorism, epidemic, quarantine restrictions, labour disputes, transportation embargoes, late delivery by suppliers.
- 12.2. In the event that a Force Majeure event continues for a period of 90 (ninety) days, either of the Parties will have the right to terminate the Agreement.

13. General

- 13.1. Each clause or term of this Agreement constitutes a separate and independent provision. If any provisions hereof are judged by any court or authority of competent jurisdiction to be void or unenforceable, it shall be severed from and the remaining provisions shall continue in full force and effect.
- 13.2. This Agreement shall in all respects be subject to and governed by South African law.
- 13.3. Varibill chooses as its *domicilium citandi et executandi* the address provided for in clause 1.1.12 above, at which address all processes and notices arising out of or in connection with this agreement, its breach or termination, may validly be served upon or delivered. For all other intents and purposes Varibill can be contacted at:
 - 13.4. E-mail: support@varibill.com
 - 13.5. Telephone: +27 (0)12 000 4950
- 13.6. The Customer’s *domicilium citandi et executandi* and general contact details are as provided for in *Annexure A: Customer Details*, attached to the Agreement.