

PREAMBLE

The Terms & Conditions presented in this agreement have been developed to govern the contractual relationship between *and Change*, and individuals and / or entities, who have decided to join the *and Change* Partner Programme.

In addition to providing an overall governance framework, this agreement seeks to regulate the interaction between the partners and *and Change*, and give effect to the underpinning principles, as set out in Annexure C.

Parties to this agreement are:

Picourseware CC, trading as *and Change*
14 Sylvia Pass
Linksfield
Johannesburg
Gauteng
South Africa
Hereinafter known as *and Change*

and

Hereinafter known as 'the Partner'

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1. INTRODUCTION

- 1.1 The Partner agrees to use the Services of *and Change* in exchange for certain Partner Services it shall provide to *and Change*. These services shall be provided by each Party free of charge unless otherwise agreed herein;
- 1.2 The Parties have agreed that the terms as contained in this document set out the Agreement that the Parties have reached.

NOW THEREFORE the Parties agree as follows:

2. INTERPRETATION

In the Agreement:

words importing natural persons shall include a reference to bodies corporate and other legal persons and vice versa;

- 2.1 a reference to any one gender shall include a reference to any other gender;
- 2.2 a reference to the singular shall include a reference to the plural and vice versa;
- 2.3 annexures, schedules and addenda to the Agreement shall be deemed to have been incorporated herein and shall form an integral part hereof;
- 2.4 if any conflict arises in respect of the provisions contained in the Agreement and any annexure or schedule hereto, the provisions contained in the Agreement shall take precedence;
- 2.5 a reference to a Party shall include a reference to that Party's successors and assigns;
- 2.6 any reference to an enactment is to that enactment as at the Signature Date and as amended or re-enacted from time to time;
- 2.7 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;
- 2.8 when any number of days is prescribed in the Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which event the last day shall be the following Business Day;
- 2.9 the clause headings appearing in the Agreement are for reference purposes only and shall not affect the interpretation hereof;

- 2.10 if any provision in any definition set out in clause 3 or any other clause in the Agreement is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it may be set out only in clause 3. or such other clause, effect shall be given thereto as if it were a substantive provision set out in the body of the Agreement;
- 2.11 the Agreement shall be binding and enforceable by the administrators, trustees or liquidators of the Parties as fully and effectually as if they had signed the Agreement in the first instance and reference to any Party shall be deemed to include such Party's administrators, trustees or liquidators, as the case may be;
- 2.12 where any term is defined within the context of any particular clause in the Agreement, the term so defined shall, unless it appears clearly from the clause in question that such term has limited application to the relevant clause, bear the meaning ascribed to it for all purposes in terms of the Agreement, notwithstanding that such term has not been defined in clause 3;
- 2.13 the rule of interpretation that an Agreement will be interpreted against the Party responsible for the drafting shall not apply to the Agreement; and
- 2.14 the termination or expiry of the Agreement shall not affect those provisions of the Agreement which expressly provide that they will operate after such expiry or termination, or those which of necessity must continue to have effect after such expiry or termination, notwithstanding that the clauses themselves do not expressly provide for this.

3. DEFINITIONS

Unless the context indicates otherwise, the following expressions shall have the corresponding meanings:

- 3.1 'Account' refers to a controlled, computerised administrative and management process where the Partner may register for use of this environment and which provides access to certain services;
- 3.2 Advertising Laws mean the advertising laws laid down by the advertising standard authorities of the country in which the Partner provides or provided its goods or services;
- 3.3 Agreement means this Agreement which the Parties have entered into;
- 3.4 Business Day means any day other than a Saturday, Sunday or public holiday declared as such in the countries of the parties;
- 3.5 *and Change* Subsidiary means, without limitation, any entity, juristic person, association, co-operation, joint venture or the like and / or any company which is a subsidiary, associated or sister company which *and Change* has direct or indirect Control over which is set out more fully in the Signature Schedule;
- 3.6 Code of Ethics means the Code of Ethics of the Association of Change Management Professionals, published on the web site addressed as <https://www.andchange.com>;
- 3.7 Commencement Date means, notwithstanding the Signature Date, the date this Agreement will be effective, being _____ as reflected in the agreement section;
- 3.8 Free Partner Benefits means the services described in 6.1.3 below;
- 3.9 Force Majeure event means the occurrence of an event which is beyond the reasonable control of a Party, which shall include without limitation, an event or related circumstances which relates to: acts of God; war, hostilities, riots, civil or military insurrection and like political disturbances; natural disasters such as earthquakes, fires, floods and storms; strikes, lock-outs, labour disputes, acts or omissions by Governments (central, federal, regional, provincial, local, municipal) and state organs/public authorities; terrorism or sabotage and anything else that may reasonably be outside the control of a Party;

- 3.10 Intellectual Property means, without limitation, all copyright (including all copyright in any designs and computer software) patents, Know-How, ideas, concepts, trade secrets, methods, techniques, rights in databases, Confidential Information trademarks, designs, design rights, source codes, background code, any other software code, proprietary material, and all other intellectual property rights and rights of a similar character whether registered or capable of registration, rights in the nature of any of the aforesaid items in any country or jurisdiction and all applications and rights to apply for protection of any of the same;
- 3.11 Know-How shall mean all proprietary information relating to the business of the Disclosing Party, whether confidential or not, as well as any information reduced to material form and compiled in the design, manufacture, distribution, marketing and sale of the Disclosing Party's services and shall include information available to the public but compiled into a usable and/or valuable format using labour, skill and effort;
- 3.12 Agreement means the main body of this document;
- 3.13 Parties mean *and Change* and the Partner collectively and "Party" refers to either of them individually as the context dictates;
- 3.14 the Partner Representative means the person or entity who is identified as a representative in the Information Schedule, which may be amended from time to time by written notice, and which person shall constitute the principal contact person for *and Change* in respect of the Agreement;
- 3.15 Partner Services mean the services rendered by the Partner to *and Change* in terms of the provisions the Agreement;
- 3.16 Representative means the representative representing either or both Parties at a meeting;
- 3.17 Services mean the services rendered by *and Change* to the Partner in terms of the provisions of the Agreement;
- 3.18 Signature Date means the date of signature of the Agreement by the last-signing Party, provided that both Parties sign the Agreement;
- 3.19 Site means electronic systems that hold information including inter alia internet web sites, social network sites and shared file sites and includes at least the web site addressed as <https://www.andchange.com>;
- 3.20 Software means computer software in the broadest sense possible, including but not limited to computer programs, computer applications, programmed computer interfaces, source code, background code, any other software code, computer instructions, data and anything that can be stored electronically;
- 3.21 Termination Date means the date this Agreement will terminate in accordance with the terms of this Agreement;

- 3.22 Transaction Risks means the risks of purchase and sale transactions when using the Site to conduct transactions or affect introductions of Partners to potential buyers. Such risks shall include, but not be limited to, misrepresentation of services, fraudulent schemes, unsatisfactory quality, failure to meet specifications, defective services, delay or default in delivery of service or payment, cost miscalculations, breach of warranty, breach of contract and transportation accidents;
- 3.23 Visitor means an entity or person visiting the Partner's landing page or pages or becoming aware of the Partner's identity on the Site.

4. STRUCTURE OF THE AGREEMENT

- 4.1 Use of the Service indicates that the Partner accepts the terms and conditions set forth below;
- 4.2 This agreement is suspended until the Partner has activated their designated email account;
- 4.3 Changes to the agreement:
- 4.3.1 In the interests of improving the programme for all parties, *and Change* reserves the right, from time to time, to propose changes to this Agreement
- 4.3.2 In the event that *and Change* proposes such an amendment, the Partner will be notified directly, in writing, of the suggested amendment
- 4.3.3 The Partner shall have a period of 30 days to respond to the proposed changes failing which the changes shall be deemed to be accepted and have full force and effect
- 4.3.4 In the event that *and Change* and the Partner cannot agree on the proposed amendment either party has the right to terminate the agreement

- 4.4 Notwithstanding anything to the contrary, the Agreement does not constitute an agreement of employment, partnership, joint venture or agency between the Partner and *and Change* nor give rise to any relationship of employer and employee between *and Change* and any employee, agent, consultant or sub-contractor of the Partner. Except as otherwise provided for in the Agreement, neither Party shall have the power to make a contract in the name of the other, to grant or pledge the credit of the other, to incur liabilities on behalf of the other, or to employ any person on behalf of the other and neither Party shall, save as expressly authorised in writing, hold itself out to have such power;
- 4.5 The Partner hereby grants an irrevocable, perpetual, worldwide and royalty-free, sub-licensable (through multiple tiers) license to *and Change* to display and use all marketing information provided by such Partner in accordance with the purposes set forth in this Agreement and to exercise the copyright, publicity, and database rights it has in such material or information, in any media now known or not currently known. This provision also applies should the Partners services include products or services from third parties. The Partner shall procure the rights to pass this information and display material to *and Change*.

5. DURATION

Subject to clauses 14.5 and 16, the Agreement shall commence on the Commencement Date and continue up until the Termination Date. Either party may give the other party 30 days' notice of termination. Upon termination *and Change* shall have the right to remove any reference to the Partner or its services from *and Change's* sites and associated social network sites. The Partner has the right to remove any mention of *and Change* from its sites or associated social network sites.

6. SERVICES

Either party shall render their respective Services strictly in accordance with this Agreement.

6.1 *and Change* Service:

- 6.1.1 *and Change* offers access to the Services through the Site identified by the uniform resource locator www.andchange.com;
- 6.1.2 The Services will be offered free-of-charge for an unspecified period unless terminated in accordance with the terms of this Agreement;
- 6.1.3 The Services will have the following core features (Free Partner Benefits) which may be added to or modified, or suspended for scheduled or unscheduled maintenance purposes, from time to time at the sole discretion of *and Change* and notified to the Partner in terms of 4.4;
 - 6.1.3.1 **Company Profile:** allows each Partner to display and edit basic information about its business, such as year and place of establishment, number of employees, experience, associations and services offered, etc.;
 - 6.1.3.2 **Partner Services:** allows each Partner to display and edit descriptions, specifications and images of 5 (five) services. Such display may be suspended until *and Change* has verified that this display complies with the Advertising Laws and Standards for Display of information on its Site;
 - 6.1.3.3 **Contact email address:** an *and Change* email address shall be allocated to the Partner. Such email address shall be the only email address that appears on the Partner's allocated space on the Site. No other contact information shall be provided by the Partner on the Site. *and Change* reserves the right to remove such other contact information should this appear on the Site. The Partner may choose to also insert a reference to its own web site on the Site. Should it so decide, *and Change* may request the visitor to provide contact information to *and Change* before effecting the link to the Partner's site;
 - 6.1.3.4 ***and Change*** shall advertise the presence of the Partner and its place on the Site in various ways that it determines from time to time;
 - 6.1.3.5 ***and Change*** shall recommend and promote the Partner's Service with its business associates in a manner appropriate with the nature of business it undertakes and adhering to the ethical standards as set out in the Code of Ethics;

- 6.1.4 As *and Change* does not have full control over the resources, technology and networks that form the platform it uses to provide services to the Partner nor does it control all aspects of what partners represent, *and Change* reserves the right, without prior notice and at its sole discretion, to suspend, restrict or deny access to services provided by *and Change* and *and Change* Sites if the Partner:
- 6.1.4.1 uses the services provided by *and Change*, the Sites and the *and Change* Sites to defraud any person or entity;
 - 6.1.4.2 engage in any unlawful activities including without limitation those which would constitute the infringement of intellectual property rights, a civil liability or a criminal offence;
 - 6.1.4.3 engage in any activities that would otherwise create any liability for *and Change*, the Sites or the *and Change* Sites;
 - 6.1.4.4 in any way contravenes the ethics herein agreed or acts in a way that may damage the reputation or goodwill of *and Change*.
- 6.2 Partner Commitment:
- 6.2.1 The Partner shall in any twelve-month period, during the term of this agreement, upload to the *and Change* Site at least two case studies of cases where it has been directly involved or assisted other parties in managing a change. Such case studies shall include but not limited to the information requested in Annexure A, that is a pre-loaded form on the *and Change* Site. Each case study shall be sequentially numbered, beginning with Annexure "A1" for the first Case Study, "A2" for the second etc. A template of Annexure "A" is attached to this agreement;
 - 6.2.2 The Partner shall from time to time but at least once per quarter contribute to various social media sites that *and Change* shall establish in the name of *and Change* and could include inter alia LinkedIn or Facebook or Twitter or its own blog site. Contributions would include any proactive activity on one or more of these platforms including inter alia 'Likes' or 'Shares' or 'Reposts';
 - 6.2.3 The Partner shall ensure that it establishes and maintains the allocated space on the Site and its own web sites updated and in a manner that befits the business purpose intended for this Service and in accordance with the Code of Ethics and Standards of Display;
 - 6.2.4 The Partner shall at all times behave towards visitors to its portion of the Site and in its dealings with its clients for the provision of change management services according to the highest ethical standards and in compliance with the Code of Ethics irrespective of its relationship with the Association of Change Management Professionals;
 - 6.2.5 The Partner shall actively recommend and promote their respective Partner's Service with its business associates in a manner appropriate with the nature of business it undertakes and adhering to the ethical standards as set out in the Code of Ethics;

- 6.2.6 The Partner shall wherever possible refer and propose to its clients and prospects that they use the services of *and Change* for the services that it offers to clients. Such services may be offered independently or jointly with the Partner;
- 6.2.7 The Partner may elect to advertise its presence on the Site. If it so chooses it shall request *and Change* to provide such advertising services and the parties shall agree on the mode, content and quantum of such advertising. This advertising and associated services shall be paid by the Partner;
- 6.2.8 Through the Sites, *and Change* provides an electronic web-based platform for exchanging information and concluding sale and purchase transactions of services between buyers and Partners. *and Change* reserves the right to limit certain features and functions of the platform to prescribed Partners. Despite the provision of the platform through the Site, *and Change* does not represent the Partner or the buyer in specific transactions whether or not such transactions are made on or via the Site. *and Change* does not control and is not liable to or responsible for the quality, safety, lawfulness or availability of the services offered for sale on the Site or the ability of Partners to complete a sale or the ability of buyers to complete a purchase. For this reason *and Change* reserves the right to communicate with any party the Partner has a relationship with by the execution of this agreement;
- 6.2.9 Should *and Change* identify opportunities for the Partner that result in revenue for the Partner or vice-versa the introducing party shall be entitled to a Commission therefor. The conditions and terms for such payments will be agreed by the Parties and set out in Annexure B.

7. THE PARTIES' GENERAL RIGHTS AND OBLIGATIONS

- 7.1 The Partner shall devote such necessary time, attention and skills as may be reasonably necessary for the proper performance of its obligations in terms of the Agreement, free of charge. This shall include inter alia;
 - 7.1.1 except where the Partner is a natural person, appoint such members of its staff who are suitably skilled and qualified to render the Services in terms of the Agreement, provided that *and Change* is in agreement with such appointment;
 - 7.1.2 except where the Partner is a natural person, appoint a representative who shall be responsible for liaising with *and Change* on all aspects pertaining to the Agreement;
 - 7.1.3 render the Services in accordance with all applicable laws, regulations and industry codes of practice applicable thereto that apply to country in which the Partner offers its services;
 - 7.1.4 comply with the obligations as set out in the Agreement and any annexures;
 - 7.1.5 provide true, accurate, current and complete information about itself and its business references as may be required by *and Change*;
 - 7.1.6 maintain and promptly amend all information to keep it true, accurate, current and complete;
 - 7.1.7 provide all information and materials as may be reasonably required by *and Change* relating to its transactions made via the transactional platform on the Site. *and Change* has the right to suspend or terminate the Partner's Account if the Partner fails to provide the required information and materials;
 - 7.1.8 producing an annual view of the activity which the partner will undertake to give effect to the mutual benefit of the partnership. At or around the anniversary of this agreement, a summary of activity undertaken during the period will be prepared by the Partner, and this will be used as one of the elements for a joint annual review of the performance of the relationship between the parties;
 - 7.1.9 If the Partner has a dispute with any party to a transaction, the Partner agrees to release and indemnify *and Change* (and its agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such transaction.

- 7.2 Visitor satisfaction with the Partner is a material term of this agreement. Dissatisfaction or *prima facie* evidence of unsatisfactory performance or dishonesty in the dealings between the Partner and a visitor both during or after the visit conveys *and Change* with the right to immediately suspend or terminate the Partner's Account and to remove the Partner's presence from the Site;
- 7.3 *and Change* shall:
- 7.3.1 Appoint an *and Change* Representative, who shall be responsible for liaising with the Partner on all aspects pertaining to the Agreement;
 - 7.3.2 supply the Partner with reasonable access to all relevant information, data, personnel, systems, policies and procedures as may be required by the Partner to render the Services; and
 - 7.3.3 ensure that any staff, affiliate or sub-contractors involved either directly or indirectly in the implementation of the Agreement, co-operate with the Partner in the provision of the Services;
 - 7.3.4 Pursuant to its obligation to maintain the integrity of the site and safeguard the interests of *and Change* and all other partners, *and Change* has the right to monitor:
 - 7.3.4.1 The exchange of emails between the Partner and existing or potential clients (sent or received in the unique email folder allocated to the Partner as contemplated in 6.1.3.3) and to contact the client, directly, to follow up leads and their conversion;
 - 7.3.4.2 Information provided by the partner regarding interaction it is having or had with prospects and clients that contacted it via the Site;
 - 7.3.4.3 In addition, the Partner shall provide feedback of interactions with any visitors to its landing pages, including interactions that it has with these visitors outside of activity on the Site, but as a consequence of the visit to the Site by the visitor;
 - 7.3.4.4 Service provided by the Partner to the visitor. This right shall exist irrespective of relationship between the Partner and the visitor before or after the visit;
 - 7.3.5 comply with the obligations as set out in this Agreement and any Addenda.

8. SUB CONTRACTING AND CESSION

- 8.1 *and Change* shall be entitled to subcontract the Services or any portion of the Service to a third party;
- 8.2 The Parties shall be precluded from ceding their rights, delegating their obligations and assigning their rights and obligations in terms of this Agreement without the prior written consent of the other Party.

9. CONFIDENTIALITY

9.1 The Receiving Party:

- 9.1.1 acknowledges that the Confidential Information of the Disclosing Party is a valuable, special and unique asset belonging to the Disclosing Party and accordingly, that it is not to be used to advance the interests of any person other than the Disclosing Party;
- 9.1.2 shall treat all the Confidential Information obtained or received from the Disclosing Party (howsoever such Confidential Information may be disclosed to the Receiving Party including, without limiting the foregoing, whether orally, visually or in electronic media, printed media, or by reason of inspection of documentation or other matter on or at the Disclosing Party's premises, or at any other premises), as confidential and same shall be used solely for the purpose of the Agreement, and shall not be used and/or disclosed to any third party by the Receiving Party. The Confidential Information shall accordingly not be used for any other reason or purpose whatsoever without the prior written consent of the Disclosing Party, which consent may be withheld for any reason whatsoever;
- 9.1.3 acknowledges that the Confidential Information is being made available to the Receiving Party and/or will otherwise come into the Receiving Party's possession solely for the Agreement, and that such information would not have been made available to the Receiving Party but for this undertaking;
- 9.1.4 shall ensure that each of its officers, employees, agents and sub-contractors, as well as all entities associated with the Receiving Party and such associated entities' officers, employees, agents and sub-contractors involved directly or indirectly with the performance of the Receiving Party's obligations in terms of the Agreement, shall be individually bound not to disclose any of the Disclosing Party's Confidential Information to any third party and each such individual shall remain so bound notwithstanding the fact that such officer, employee, agent and/or sub-contractor shall have ceased to be an officer, employee, agent or sub-contractor of the Receiving Party or any of its associated entities;
- 9.1.5 shall securely store all documents, papers and other matter furnished to it by the Disclosing Party in connection with or which constitutes Confidential Information in such a manner as to ensure that only individuals entitled to access thereto and who are bound in terms of this clause shall be able to access same;

- 9.1.6 shall in the event of being compelled in law to disclose any of the Confidential Information to any third party, shall immediately notify the Disclosing Party thereof to enable the Disclosing Party to seek an appropriate protective order or waive compliance with such provisions of this clause as would prevent compliance in law or give its consent thereto, and such waiver or consent shall not constitute a breach of this clause;
- 9.1.7 undertakes to protect the Disclosing Party's Confidential Information using not less than the same standard of care that it would apply in respect of its own proprietary, secret or Confidential Information and that the Disclosing Party's Confidential Information shall be stored by the Receiving Party in such a way as to prevent unauthorised disclosure;
- 9.1.8 agrees that any documents and information, whether confidential or otherwise, made available as contemplated in this undertaking will not constitute any offer or invitation by the Disclosing Party, nor will those documents nor the information contained in them form the basis of, or any representation, warranty or undertaking in relation to any contract whether it induced a contract or not and/or whether it was negligent or not unless specifically stipulated otherwise in writing; and
- 9.1.9 agree not to contact any of the clients, agents and/or attorneys contracted and/or mandated by the Disclosing Party, unless the Receiving Party is authorised by the Disclosing Party to do so.
- 9.2 The provisions clause 9 shall survive termination of the Agreement for whatever reason for a period of one year.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 All Intellectual Property, owned or controlled by a Party before entering into the Agreement, will remain the property of such Party;
- 10.2 The Parties acknowledge and agree that for the duration of the Agreement, they may either separately or jointly generate or conceive new ideas, concepts and Intellectual Property. The Parties have agreed that:
 - 10.2.1 All the raw data originally owned by *and Change* and supplied to the Partner for the purpose of providing the Service ("Data") shall remain the property of *and Change*;
 - 10.2.2 All development and improvement on existing patents, trademarks and designs at the time of entering into the Agreement shall remain the property of the Party who owns such patents, trademarks and designs;

- 10.2.3 All Software owned and/or developed by the Partner and/or any member or members of the Partner group of companies shall remain the property of the Partner and/or the member or members of the Partner group of companies (as the case may be). Any development, or new development or improvement on existing Software owned by the Partner and/or a member or members of the Partner group of companies shall remain the property of the Partner and/or the member or members of the Partner group of companies (as the case may be);
- 10.2.4 All Software owned and/or developed by *and Change* shall remain the property of *and Change*. Any development, or new development or improvement on existing Software owned by *and Change* shall remain the property of *and Change*;
- 10.2.5 It is conceivable that the Partner or any member or members of the Partner group of companies, may through the provision of the Services, provide certain recommendations or action certain improvements or changes to *and Change's* Intellectual Property, either separately from *and Change* or jointly with *and Change* ("*and Change Developed Intellectual Property*"). The *and Change* developed Intellectual Property shall remain the property of *and Change* and the Partner shall have an irrevocable, royalty free right to use such *and Change* developed Intellectual Property for the duration of the Agreement and exclusively for the rendering the Service to *and Change*;
- 10.2.6 Any Intellectual Property developed by the Partner or any member or members of the Partner group of companies whilst rendering the Service in accordance with the Agreement, which development excludes *and Change* developed Intellectual Property, but includes Intellectual Property that gives the Partner and *and Change* a competitive edge and/or which did not exist in either Party's operation prior to the commencement of the Services ("*The Partner Developed Intellectual Property*"), shall be owned by the Partner;
- 10.2.7 Any other Intellectual Property developed by the Parties but excluding (i) *and Change* developed Intellectual Property and (ii) the Partner Developed Intellectual Property ("*Generally Developed Intellectual Property*") shall be jointly owned by both Parties and both Parties hereby give the other Party its irrevocable, royalty-free, consent and right to use the Generally Developed Intellectual Property in its business. Any subsequent developments or improvements that a Party may make on Generally Developed Intellectual Property shall be owned by the Party who developed or improved the Generally Developed Intellectual Property;

- 10.3 Neither Party shall, without the prior written consent of the other Party, in any way use the Intellectual Property of the other Party, and each of the Parties acknowledges that the use of any of the foregoing, in the event that the affected Party grants such consent, shall not confer any proprietary rights or entitlement or license upon the other Party in respect thereof and that it shall not be entitled to use the foregoing other than directly in relation to the performance of its obligations in terms of the Agreement;
- 10.4 It is recorded that the parties may from time to time in the course of discharging their responsibilities in terms of this agreement work with the Intellectual Property of Prosci Inc. As it relates to this Intellectual property the following is agreed:
- 10.4.1 All products, information, reports, studies, object or source code and other tangible or intangible material produced as a result of the services (whether or not such material is capable of being copyrighted), and other deliverables developed or prepared for the Partner's customer by the Partner under this Agreement utilising Intellectual Property of Prosci Inc. (collectively, "Work Product") are the sole and exclusive property of Prosci, Inc. ("Prosci"). Nothing in this Agreement transfers intellectual property rights to Prosci's content, models, images, text, templates, assessments, or other content included in any Prosci product to the Partner;
- 10.5 It is recorded that *and Change* is the lawful licensee of all the rights to the Service. The Service may embody trade secrets and intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the Service shall remain with *and Change* or its affiliates. All rights not otherwise claimed under this Agreement or by *and Change* are hereby reserved;
- 10.6 "*and Change*", and related icons and logos are registered trademarks or trademarks or service marks of *And Change* (Pty) Ltd, a company registered in the Republic of South Africa. The unauthorised copying, modification, use or publication of these marks is strictly prohibited;
- 10.7 The provisions of clause 10 shall survive termination of the Agreement for whatever reason.

11. NON-SOLICITATION

- 11.1 Unless agreed in writing by the Parties, for the duration of the Agreement and for a period of 1 (one) year after the Termination Date, neither Party shall solicit, induce or attempt to induce any person to leave the service of the other Party or offer employment or procure an offer of employment of any person who, at the Signature Date or at any time during the duration of the Agreement, is employed by the other Party in any manner whatsoever, whether as an employee, consultant, agent, independent contractor or other representative or advisor or otherwise. For the sake of clarity, the aforementioned shall not apply in relation to any employees that have been transferred between the Parties as a result of and in accordance with section 197 of the Labour Relation Act 66 of 1995 (as amended);
- 11.2 In the event of either of the Parties breaching the provisions of clause 11.1 then the breaching Party shall be obliged to effect payment to the aggrieved party of an amount equal to 24 times the monthly total salary (annual cost to company) of the solicited employee at the time of termination of the employment of the said employee as pre-liquidated damages, which amount shall be paid within 30 (thirty) calendar days of the date on which payment of this amount was demanded.

12. REPRESENTATIONS AND WARRANTIES

- 12.1 Each Party undertakes, represents and warrants to the other Party that:
 - 12.1.1 it has the requisite power and authority to enter into this Agreement and to carry out the obligations contemplated herein; and
 - 12.1.2 the signing, delivery and performance of this Agreement shall not constitute:
 - 12.1.2.1 a violation of any Law, judgment, order or decree;
 - 12.1.2.2 a breach under any contract by which it or any of its assets are bound; or
 - 12.1.2.3 an event that would, with notice or lapse of time, or both, constitute such a violation or breach;
- 12.2 Each Partner hereby represents, warrants and agrees that the use by such Partner of the Service and the Site shall not:
 - 12.2.1 contain fraudulent information or make fraudulent offers of items or involve the sale or attempted sale of counterfeit or stolen items or items whose sales and/or marketing is prohibited by applicable law, or otherwise promote other illegal activities;
 - 12.2.2 be part of a scheme to defraud other Partners or other users of the Site or for any other unlawful purpose;
 - 12.2.3 infringe or otherwise abet or encourage the infringement or violation of any third party's copyright, patent, trademarks, trade secret or other proprietary right or rights of publicity and privacy or other legitimate rights;

- 12.2.4 impersonate any person or entity, or misrepresent themselves or their affiliation with any person or entity;
- 12.2.5 violate any applicable law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- 12.2.6 contain information that is defamatory, libellous, unlawfully threatening or unlawfully harassing;
- 12.2.7 contain information that is obscene or contain or infer any pornography or sex-related merchandising or any other content or otherwise promotes sexually explicit materials or is otherwise harmful to minors;
- 12.2.8 promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- 12.2.9 contain any material that constitutes unauthorised advertising or harassment (including but not limited to spamming), invades anyone's privacy or encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any law or regulation;
- 12.2.10 involve attempts to copy, reproduce, exploit or expropriate and Change's various proprietary directories, databases and listings;
- 12.2.11 involve any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information; and
- 12.2.12 involve any scheme to undermine the integrity of the computer systems or networks used by *and Change* and/or any user of the Service and no Partner shall attempt to gain unauthorised access to such computer systems or networks;
- 12.2.13 link directly or indirectly to or include descriptions of goods or services or other materials that violate any law or regulation or are prohibited under this Agreement; or
- 12.2.14 violate the privacy of individuals or entities as regulated in the countries in which the Service is given visibility;
- 12.2.15 otherwise create any liability for *and Change* or its affiliates or its subsidiaries;
- 12.3 Each Partner represents, warrants and agrees that with regards to information about or posted on behalf of any business referee, it has obtained all necessary consents, approvals and waivers from its business partners and associates to;
 - 12.3.1 act as such Partner's business referee;
 - 12.3.2 to post and publish their contact details and information, reference letters and comments on their behalf; and
 - 12.3.3 that third parties may contact such business referees to support claims or statements made about the Partner;

- 12.4 Each Partner further warrants that all reference letters and comments are true and accurate and hereby waives all requirements for such Partner's consent to be obtained before third parties may contact the business referees;
- 12.5 The Partner shall not take any action which may undermine the integrity of *and Change's* feedback system, such as leaving positive feedback for himself using secondary Partner IDs or through third parties or by leaving unsubstantiated negative feedback for another Partner;
- 12.6 Each Partner acknowledges and agrees that *and Change* shall not be required to but may actively monitor or exercise any editorial control whatsoever over the content of any message or other material or information created, obtained or accessible through the Service. *and Change* does not endorse, verify or otherwise certify the contents of any comments or other material or information made by any Partner. Each Partner is solely responsible for the contents of their communications and may be held legally liable or accountable for the content of their comments or other material or information;
- 12.7 The Partner represents, warrants and agrees that it has obtained all necessary third party licenses and permissions and shall be solely responsible for ensuring that any material or information it posts on the Site or provides to *and Change* or authorises *and Change* to display does not violate the copyright, patent, trademark, trade secrets or any other personal or proprietary rights of any third party or is posted with the permission of the owner(s) of such rights. The Partner further represents, warrants and agrees that it has the right and authority to sell, or offer to sell the services described in the material or information it posts on the Site or provides to *and Change* or authorises *and Change* to display;
- 12.8 If the Partner breaches the representations, warranties and covenants of paragraphs 12.1, 12.2, 12.3, 12.4, 12.5 or 12.6 above, or if *and Change* has reasonable grounds to believe that such Partner is in breach of such representations, warranties and covenants, or if upon complaint or claim from any other Partner or third party, *and Change* has reasonable grounds to believe that such Partner has wilfully or materially failed to perform its contract with such third party *and Change* has the right to suspend or terminate the Service and all benefits with respect to such Partner without any compensation, and restrict or refuse any and all current or future use of the Service or any other services that may be provided by *and Change*. This may also occur without limitation where the Partner has not delivered on any items specifically detailed in scope detailed in the statement of work agreed between *and Change* and the Partner and the respective client. Further, *and Change* reserves the right in its sole discretion to place restrictions on the number of service listings that the Partner can post on the Site for such duration as *and Change* may consider appropriate, and to remove any material it reasonably believes that is unlawful, could subject

and Change to liability, violates this Agreement or the Terms of Use or is otherwise found inappropriate in *and Change*'s opinion. *and Change* reserves the right to cooperate fully with governmental authorities, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Further, *and Change* may disclose the Partner's identity and contact information, if requested by a government or law enforcement body, an injured third party, or as a result of a subpoena or other legal action, and *and Change* shall not be liable for damages or results thereof and Partner agrees not to bring any action or claim against *and Change* for such disclosure. In connection with any of the foregoing, *and Change* may suspend or terminate the Account of any Partner as *and Change* deems appropriate in its sole discretion;

- 12.9 Each Partner agrees to indemnify *and Change*, its employees, agents and representatives and to hold them harmless, from any and all losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from its submissions, posting of materials or deletion thereof, from such Partner's use of the Service or from such Partner's breach of this Agreement or the Terms of Use. Each Partner further agrees that *and Change* is not responsible and shall have no liability to it or anyone else for any material posted by such Partner or third parties, including fraudulent, untrue, misleading, inaccurate, defamatory, offensive or illicit material and that the risk of damage from such material rests entirely with each Partner. *and Change* reserves the right; at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by the Partner, in which event the Partner shall cooperate with *and Change* in asserting any available defences;
- 12.10 It is envisaged that some of the Services may be provided to either *and Change* or any one or more of *and Change* Subsidiaries and in such instances both *and Change* and the relevant Subsidiary will sign an Engagement Order the terms of which shall be agreed and attached to this agreement as an Annexure. *and Change* hereby warrants and represents that it has the necessary authority to act for and on behalf of *and Change* Subsidiaries and to bind *and Change* Subsidiaries in all respects in the terms and conditions of this Agreement as well as any Engagement Order;

- 12.11 Each party hereby indemnifies and holds the other party harmless against any and all losses, damages, claims or costs that one or more of the party's Subsidiaries, their representatives, directors, shareholders, agents or employees may have against the other party, its representatives, directors, shareholders, agents and employees in relation to (but limited to):
- 12.11.1 the warranty contained in clause 12.2 being incorrect, false or untrue;
 - 12.11.2 any of the Services provided under the terms and conditions of the Agreement; and
 - 12.11.3 any claim of the party's Subsidiaries, their representatives, directors, shareholders, agents and employees may have which is not directly caused by the negligent actions of the other party;
- 12.12 Each of the above shall be construed as a separate warranty or representation on behalf of the Parties and shall not be limited or restricted by reference to, or inference from, the terms of any other warranty or representation or any other terms of this Agreement;
- 12.13 Each Client Subsidiary which forms part of this Master Services Agreement is listed in the Signature Schedule and must sign next to their respective names in acceptance of the terms and conditions of this Master Services Agreement.

13. CO-OPERATION

Each Party undertakes to the other Party, on a best-endeavours basis, to:

- 13.1 co-operate with the other Party;
- 13.2 do all such things necessary to put into effect the terms of the Agreement;
- 13.3 ensure that their respective directors, shareholders, employees, agents, consultants, independent contractors and Representatives co-operate with one another to the extent reasonably necessary to give effect to the Agreement.

14. FORCE MAJEURE

- 14.1 Failure on the part of a Party ("Affected Party") to perform in terms of or comply with the provisions of the Agreement shall not be deemed to be a breach of the Agreement, by the Affected Party, insofar as such failure is due to a Force Majeure event;
- 14.2 If the Affected Party is, by reason of a Force Majeure event, prevented from fulfilling its obligations under the Agreement, the Affected Party shall immediately notify the other Party in writing thereof. Such notice shall stipulate:
 - 14.2.1 the cause, nature and extent of the event or circumstances;
 - 14.2.2 the expected duration of the circumstances or event; and
 - 14.2.3 the extent to which the performance of the Affected Party has been and/or will be affected;

- 14.3 To the extent that the Affected Party is prevented from performing its obligations in terms of the Agreement due to a Force Majeure event, the Affected Party shall for the duration of the existence of such Force Majeure event be excused from those of its obligations so affected. A Force Majeure event shall not excuse the Affected Party from its payment obligations in terms of the Agreement.
- An Affected Party shall also not be excused from performing its obligations in terms of the Agreement by virtue of this clause 14, where such non-performance is due to the negligent or willful actions and/or omissions of the Affected Party;
- 14.4 To the extent that the Affected Party is prevented by the Force Majeure event from complying with its obligations in terms of the Agreement, the other Party shall not have any claim against the Affected Party;
- 14.5 In the event that the Force Majeure event exists for a continuous period of 90 (ninety) Business Days or more, then either Party shall be entitled, despite any provision to the contrary contained in the Agreement to terminate the Agreement on 7 (seven) Business Days' written notice to the other Party;

15. RISK AND LIABILITY

- 15.1 The Partner shall not assume any risk or incur any liability arising out of rendering the Services;
- 15.2 The Partner acknowledges that inability to use the Service wholly or partially for whatever reason may have adverse effects on its business. Each Partner hereby agrees that in no event shall *and Change* be liable to the Partner or any third parties for any inability to use the Service (whether due to disruption, changes to or termination of the Service or otherwise), any delays, inaccuracies, errors or omissions with respect to any communications or transmission or delivery of all or any part thereof, or any damage (direct, indirect, consequential or otherwise) arising from the use of or inability to use the Service;
- 15.3 Notwithstanding anything to the contrary contained in the Agreement (inclusive of indemnities and warranties), neither Party shall be liable to the other Party for any indirect and/or consequential damages and/or losses whatsoever or howsoever arising out of the Agreement and the Parties liability shall be limited to direct losses and damages which shall be limited to a cumulative total of which shall not exceed the Commission paid by either party to the other party;
- 15.4 Partners are solely responsible for all of the terms and conditions of the transactions conducted on, through or as a result of use of the Site, including, without limitation, professional services, terms regarding payment, returns, warranties, shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage;

- 15.5 Any material downloaded or otherwise obtained through the use of the Service is done at each Partner's sole discretion and risk and each Partner is solely responsible for any damage to its computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by any Partner from *and Change* or through or from the Service shall create any warranty not expressly stated in this Agreement;
- 15.6 The Site may make available to the Partner or visitors services or products provided by independent third parties. No warranty or representation is made regarding such services or products. In no event shall *and Change* and its affiliates be held liable for any such services or products;
- 15.7 *and Change* shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort or otherwise or any other damages resulting from any of the following:
- 15.7.1 the use or the inability to use the Service;
 - 15.7.2 any defect in goods, samples, data, information or services purchased or obtained from the Partner or a third-party service provider through the Site;
 - 15.7.3 unauthorized access by third parties to data or private information of any Partner;
 - 15.7.4 statements or conduct of any user of the Site; or
 - 15.7.5 any other matter relating to the Service however arising, including negligence;
- 15.8 Notwithstanding any of the foregoing provisions, the aggregate liability of *and Change*, its employees, agents, affiliates, representatives or anyone acting on its behalf with respect to each Partner for all claims arising from the use of the Service or the Site shall be limited to US\$100 equivalent in the currency where the partner resides. The preceding sentence shall not preclude the requirement by the Partner to prove actual damages. All claims arising from the use of the Service must be filed within either one (1) year from the date the cause of action arose or such longer period as prescribed under any applicable law governing this Agreement.

16. BREACH AND TERMINATION

- 16.1 Should any Party ("Defaulting Party") commit a breach of any of the provisions of the Agreement, then the other Party ("Aggrieved Party") shall be entitled to give the Defaulting Party 7 (seven) calendar days' prior written notice to remedy such breach. If the Defaulting Party fails to comply with such notice and remedy the breach, the Aggrieved Party shall be entitled, but not obliged, without further notice to the Defaulting Party and without prejudice to any other right or remedy which may be available to the Aggrieved Party in terms of the Agreement or at law, but subject always to the provisions of clause 15 above:
- 16.1.1 to claim specific performance by the Defaulting Party of its obligations in terms of the Agreement;
 - 16.1.2 to claim damages from the Defaulting Party; and/or
 - 16.1.3 to cancel the Agreement.
- 16.2 The Aggrieved Party shall not be entitled to terminate the Agreement for any breach by the Defaulting Party unless such breach is a material breach going to the root of the Agreement and such breach is incapable of being remedied by payment in money or, if it is capable of being remedied by payment in money, the Defaulting Party fails to pay the amount concerned within 14 (fourteen) calendar days after such amount has finally been determined;
- 16.3 Notwithstanding the provisions of clauses 16.1 and 16.2, either Party may terminate the Agreement immediately with written notice, if the other Party:
- 16.3.1 is liquidated provisionally or finally; or
 - 16.3.2 commits an act of insolvency; or
 - 16.3.3 is amalgamated with, purchased by or through any corporate restructure, becomes a partner, a party to a joint venture (or any other similar association), shareholder, subsidiary or holding company of a direct competitor of the other Party;
 - 16.3.4 undergoes a change in the control, which the other Party ("Concerned Party") on reasonable grounds considers to be detrimental to the Concerned Party.
 - 16.3.5 enter into or attempts to enter into a compromise with its creditors generally; or
 - 16.3.6 becomes the subject of business rescue proceedings in terms of Chapter 6 of the Companies Act No. 71 of 2008 (as amended); or
 - 16.3.7 it has a judgment granted against it, which it is aware of and yet fails, to satisfy or fails to launch an application for rescission of the judgment or launch an appeal against such judgment within a period of 30 (thirty) calendar days, (which application for rescission or appeal shall be proceeded with expeditiously and with due care and diligence).

17. DISPUTE RESOLUTION

- 17.1 The Parties agree to meet and to exercise their reasonable endeavours to resolve any difference or dispute that may arise between them in an amicable, informal and expeditious manner;
- 17.2 Any unresolved dispute which arises out of the Agreement of any nature whatsoever, including but not limited to: (i) the existence of the Agreement; (ii) the interpretation and effect of the Agreement; (iii) the Parties' respective rights and/or obligations under the Agreement; (iv) the recertification of the Agreement; (v) the breach, termination or cancellation of the Agreement or any other matter arising out of the breach, termination or cancellation; (vi) damages or any other claim for compensation; and (vii) any other dispute that may be as a result of the Agreement, ("the Dispute") shall first be referred to the Chief Executive Officers of both Parties for resolution;
- 17.3 The Chief Executive Officers of both the Parties shall meet within 14 (fourteen) calendar days of the date of the referral of such dispute and shall attempt to resolve such dispute through bona fide negotiation. If the dispute remains unresolved after 14 (fourteen) calendar days then the dispute shall be finally determined by arbitration;
- 17.4 Unless the Chief Executive Officers can agree on the nomination of an arbitrator within a period of 7 (seven) calendar days following their meeting in terms of clause 17.3, either Party may refer the dispute to the Registrar of the Arbitrator Foundation of Southern Africa ("AFSA"). The Parties agree that:
 - 17.4.1 if the matter is primarily of an accounting nature, the arbitrator shall be an independent practising chartered accountant of not less than 15 (fifteen) years standing appointed by the Registrar of AFSA for the time being; or
 - 17.4.2 if the matter is primarily of a legal nature or any matter which is neither primarily of an accounting nature or a legal nature, the arbitrator shall be an independent practising senior council advocate of not less than 5 (five) years standing appointed by the Registrar of AFSA for the time being ("the Registrar");
- 17.5 If the Parties fail to agree whether the matter is primarily of an accounting, legal or other nature, the matter shall be deemed to be primarily of a legal nature;
- 17.6 The request to nominate an arbitrator addressed to the Registrar shall be in writing outlining the claim and any counterclaim of which the Party concerned is aware. A copy of the request shall be furnished to the other Party who may within 7 (seven) calendar days, submit written comments on the request to the addressor of the request and to the Registrar;
- 17.7 The arbitration shall be held in Johannesburg or such other venue agreed to by the Parties in writing;

- 17.8 The arbitration shall be governed in terms of the Commercial Arbitration Rules of AFSA. In the event that AFSA ceases to exist or function, any reference to AFSA in this clause shall be replaced with references to any successor body agreed by the Parties or failing agreement within 10 (ten) calendar days, determined by the Chairperson of the General Bar Council. In the event that AFSA has ceased to exist or function without a successor body, the arbitration will be dealt with in accordance with the latest Commercial Arbitration Rules of AFSA immediately prior to the time that AFSA ceased to exist;
- 17.9 The Parties shall use their reasonable commercial endeavours to ensure that the arbitration is completed within 90 (ninety) calendar days after the appointment of the arbitrator;
- 17.10 Notwithstanding anything contained in this clause 17, nothing shall prevent a Party from approaching a court of competent jurisdiction for urgent interim relief.

18. NOTICES AND DOMICILIA

- 18.1 The Parties select as their respective *domicilia citandi et executandi* for the purposes of receiving legal notices and legal processes ("Notices"), their respective physical addresses detailed as follows:

18.1.1 *and Change*
14 Sylvia Pass
Linksfeld
Johannesburg

18.1.2 The Partner

- 18.2 The address stipulated on Page 1. Notices must be addressed to a Party at its *domicilium citandi et executandi*. Notices may be delivered by hand or may be sent via prepaid registered mail;
- 18.3 Notices will be presumed, unless the contrary is proved, to have been delivered if posted by prepaid registered mail 5 (five) Business Days after the date of posting and if delivered by hand to a responsible person during business hours on a Business Day, on the date of delivery. Business hours for the purpose of the Agreement shall be between 08h30 and 16h30 on any Business Day;

- 18.4 Either Party may change its *domicilium citandi et executandi* to any other address in South Africa which is not a post office box or poste restante by giving written notice thereof to the other Party. Such change shall be deemed to have become effective within 5 (five) Business Days of receipt of such notice;
- 18.5 Notwithstanding anything to the contrary contained in the Agreement, a Notice actually received by a Party shall be adequate written notice of the communication notwithstanding that it was not sent to, or delivered at the Party's chosen *domicilium citandi et executandi*.

19. APPLICABLE LAW AND JURISDICTION

All matters arising from or regarding the Agreement, its validity, existence or termination shall be determined in accordance with the laws for the time being of the Republic of South Africa and the Parties agree to the non-exclusive jurisdiction of the South Gauteng High Court (Johannesburg).

20. COSTS

Each Party shall bear and pay its own fees and costs of and incidental to the negotiation, drafting, preparation and execution of the Agreement.

21. GENERAL

- 21.1 This Agreement constitutes the sole record of the agreement between the Parties in relation to its subject matter;
- 21.2 No Party shall be bound by any representation, warranty, promise or the like not recorded in the Agreement;
- 21.3 No addition to, variation of, novation or agreed cancellation of the Agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties;
- 21.4 No indulgence which a Party may grant to another Party shall constitute a waiver of any of the rights of the grantor unless such waiver is in writing and signed by both Parties;
- 21.5 All costs, charges and expenses of any nature whatever which may be incurred by a Party in enforcing its rights in terms of the Agreement, including without limiting the generality of the foregoing, legal costs on the scale of attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable on demand from the Party against which such rights are successfully enforced and shall be payable on demand;
- 21.6 The provisions of the Agreement shall be binding upon the successors-in-title and the permitted assigns of the Parties;

- 21.7 All provisions in the Agreement, notwithstanding the manner in which they have been put together or linked grammatically, are severable from each other. Any provision of the Agreement which is, or becomes, unenforceable whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatsoever, shall, in such jurisdiction only, and only to the extent that it is so unenforceable, be deemed *pro non scripto*, and the remaining provisions of the Agreement shall be of full force and effect. The Parties declare that it is their intention that the Agreement would be executed without such unenforceable provisions if they were aware of such unenforceability at the time of its execution;
- 21.8 No remedy conferred by the Agreement is intended, unless specifically stated, to be exclusive of any other remedy which is otherwise available at law, by statute or otherwise. Each remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law, by statute or otherwise. The election of any one or more remedy by a Party shall not constitute a waiver by such Party of the right to pursue any other remedy available at law;
- 21.9 This Agreement supersedes and cancels all prior agreements and/or arrangements relating to the subject matter hereof;
- 21.10 Each of the Parties acknowledges that it has been free to secure independent legal and other advice as to the nature and effect of all provisions of the Agreement and that it has either taken such independent legal or other advice or dispensed with the necessity of doing so.

22. CONTRACTING

This agreement is concluded between the following parties:

Picourseware CC, trading as ***and Change***
Registration Number CK 2009/0856856/23
having its place of business at
14 Sylvia Pass
Linksfield
Johannesburg
Gauteng
Republic of South Africa
hereinafter referred to as "***and Change***"

And

(being either a natural person or a legal entity with the following registration
number:

having its place of business at:

referred to as "the Partner"

SIGNED by the parties and witnessed on the following dates and at the following places respectively, each signatory hereto warranting that he/she has due authority to do so:

SIGNATURE SCHEDULE:

PLACE	DATE	WITNESS	SIGNATURE
_____	_____	1. _____ Signature of Witness _____ Name of Witness 2. _____ Signature of Witness _____ Name of Witness	For: <i>and Change</i> _____ Signature _____ Name of Signatory _____ Designation of Signatory
_____	_____	1. _____ Signature of Witness _____ Name of Witness 2. _____ Signature of Witness _____ Name of Witness	For: The Partner _____ Signature _____ Name of Signatory _____ Designation of Signatory

AGREEMENT NUMBER:

INFORMATION SCHEDULE:

and Change's Representative	Name	Teresa Marsicano
	Designation	Member
	Contact Details	+27 829549490
Partner's Representative	Name	
	Designation	
	Contact Details	
Partners' Bank account Details	Account holder	
	Bank	
	Branch	
	Branch code	
	Account number	

23. ANNEXURE A – BASIC TEMPLATE FOR PREPARING AND PRESENTING A CASE STUDY / CHANGE DIARY

<Your Company>

Change Management Case Study / Change Diary
and Change Partner

BACKGROUND

- Organisational context
- Environmental setting: social, political and economic conditions within which the organisation operates

THE PEOPLE

- Number of people impacted, groups etc. What was the change? Why was it needed?

PARTS OF THE ORGANISATION AFFECTED

- Size, Geography, structure.

THE CHALLENGE

- What was the change?
- Environmental factors (change characteristics and organisational attributes)
- Why was it needed?
- Reasons for the change – the why.
- Time span of the change

THE APPROACH

- How was the change managed – reflect on approach / methodology, and how this was implemented
- What variations in the standard approach did you allow and why
- Stakeholder engagement: How did you go about engaging with the customer, the project team, sponsor?

WHAT WE LEARNED

- Key lessons learnt
- Data emerging from post implementation research
- Impact of the solution, and the role which was played by the people dimension of the change
- Any tips and tricks which you would like to share?

TESTIMONIAL FEEDBACK

- Any formal / informal feedback received from any of the stakeholders engaged throughout the change, including project team members, leaders, those directly impacted etc.

24. ANNEXURE B: Commission

OVERVIEW

For services sold by one party as a result of an introduction by the other party (the introducing party) a commission of 2% (two percent) of the amount invoiced by invoicing party for its services shall be payable to the other party.

COMMISSION STATEMENT

Statement of Commission payable to _____, on behalf of _____

For the month of _____, 20____

Service	Description	Value / Price advertised	Invoice number	Invoiced amount	Commission Payable
TOTAL					

INVOICE DETAILS:

For the attention of: _____
Order number: _____
Name of entity to invoice: _____
Our address: _____

Contact details: _____
V.A.T. number _____
Special notation: _____

25. ANNEXURE C: Overview of the *and Change* Partner Programme