



# Our terms and conditions

## 1 Introduction

- This document contains the General Terms (as defined) that apply to the Services to be rendered to the Client by nFold.
- Services rendered by nFold may have their own schedule or any other applicable document as set out in clause 2 below, with more detailed terms and conditions that apply specifically to those Services.
- Depending on the nature (simplicity, straightforwardness, quantity and/or value) of the Services, a Schedule may not always be required, as will be determined in nFold's sole discretion, to avoid unnecessary delays in rendering Services.
- nFold will exercise its own discretion on the method and manner of performing its obligation in the Agreement unless otherwise agreed between the parties.

## 2 Definitions

- **"Abortive Costs"** means costs levied by nFold to the Client in the event of cancellation or variation of the Services by the Client in terms of clause 2 to recover nFold's abortive costs, which include the costs already incurred by nFold with the provision of Services ordered by the Client.
- **"Agreement"** means these General Terms and Conditions together with the Services Agreement, any Service Schedule/ Schedule or Renewal Addendum (where applicable) whether captured on paper or via electronic means such as voice recordings, computer generated and captured data or similar means, that establishes a relationship in law between the
- **"Applicable Law"** means any of the following, to the extent it applies to nFold and the Client:
  - any statute, regulation, by-law, ordinance, or subordinate legislation in force from time to time,
  - the common law and the law of equity,
  - any binding court order, judgment or decree,
  - any applicable industry code, policy or standard enforceable by law and
  - any applicable direction, rule, procurement policy or order that a regulator gives.
- **"Business Day"** means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa.

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- **“Business Hours”** means nFold’s normal business hours, as determined by nFold from time to time, currently being 08h00 to 16h30 on any Business Day, unless otherwise stipulated in a Schedule.
- **“Charges” and/or “Fees”** means the amounts charged by nFold in respect of the Services and which charges will be set out under the Invoice, which will be submitted to the Client in terms of the
- **“Commencement Date”** means the date on which the rendering or delivery of the Services commences, unless a specific date is specified as the Commencement Date in which event the date so specified will be regarded as the Commencement Date of the Agreement;
- **“Confidential Information”** means any information of a Party including, but not limitation such Party’s, data, software, trade secrets, copyright, proprietary information, Intellectual Property and Know-How (which includes all technical knowledge, expertise and methods whether embodied in drawings, written descriptions or otherwise) and any other information whatsoever of a confidential nature which is not in the public domain concerning the business affairs of either
- **“Client”** means the person who purchases the Services from nFold whose details are reflected as the Client in the Agreement.
- **“General Terms”** means this document's general terms and conditions, not including any Schedule, Order Form or Client Specific Agreement, or any other irrelevant document such as any quotation or proposal.
- **“Good Industry Practice”** means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced service provider engaged in the same type of undertaking as envisaged under the Agreement and which would be expected to result in the performance of its obligations by nFold by this Agreement and Applicable Laws.
- **“Invoice”** shall mean the written notification of Charges sent to the Client setting out all amounts due and owing to nFold by the Customer regarding the Services rendered and/or to be provided by nFold in terms of the Agreement.
- **“Parties”** means collectively, the nFold and the Client as indicated in the Agreement.
- **“Payment Date”** means fourteen (14) days from the date of Invoice issued by nFold unless a later payment date is indicated on the account rendered by nFold;
- **“Personal Information”** means all personal information as shared between the Parties, as defined in the Protection of Personal Information Act 4 of 2013 (“POPIA”), as amended from time to time;

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- **“Schedule”** or **“Service Schedule”** means a document agreed between the Parties in writing in which the specific Services to be delivered or performed and the specific terms and conditions relating to it are set out. The Schedule may be made up of one or more of the following documents: nFold’s quote, Order Form, or any other document that forms part of the Agreement as defined, which is in addition to the General Terms and Conditions, as applicable;
- **“Service”** or **“Services”** means each of the various services to be provided by nFold to the Client, as agreed between the Parties, which conditions shall be more fully described in the Agreement and/or the proposal and/or quote and/or scoping document and/or statement of work.
- **“Signature Date”** means the signature date of the Agreement of the Party signing last in time;
- **“VAT”** means value-added tax in terms of the Value-Added Tax Act 1991, as amended from time to time.

### 3 Interpretation

- The headings to the clauses on the Agreement merely indicate the purpose of the relevant clauses and shall not override the meaning of the clauses therein.
- In the Agreement, except where the context indicates a contrary intention, the singular includes the plural and vice versa, words importing the masculine gender include the other genders and vice versa, the word “person” includes a company and any other juristic person, partnership and any other body of persons (whether corporate or incorporate).
- The Parties warrant and acknowledge that the relationship between them is not in the nature of a partnership and that neither Party is entitled to make or enter into binding agreements of any nature on behalf of the other Party. The relationship between nFold and Client under the Agreement will be that of an independent contractor.
- Any reference to an enactment in this Agreement is to that enactment as at the Signature Date and as amended or re-enacted from time to time.
- Any substantive provision in any definition in this Agreement which confers rights or imposes obligations on a Party shall, notwithstanding that it is only in a definition, be given effect as if it were a substantive provision in the body of the Agreement.
- When a number of days are prescribed in this Agreement, they 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 case the last day shall be the next succeeding Business Day.

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- Reference to days, months or years in this Agreement shall be construed as Gregorian calendar days, months or years.
- The use in this Agreement of any expression covering a process available under South African law shall, if any Party to this Agreement is subject to the law of another jurisdiction, be construed as including equivalent or analogous proceedings under that law.
- Any term defined within the context of any particular clause in this Agreement shall, unless otherwise determined by the context, bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that such term is not defined in the definition clause.
- Expiration or termination of the Agreement shall not affect such of its provisions as expressly provide that they shall continue to operate after that or which of necessity must continue to have effect after that, notwithstanding that the clauses themselves do not expressly provide for this.
- Any reference in this Agreement to a Party shall, if such Party is liquidated or sequestrated, apply also to and binding upon that Party's liquidator or trustee, as the case may be.
- In this Agreement, the words "include", "including", and "in particular" shall be construed as being by way of example or emphasis only and shall not be construed, nor shall they take effect as limiting the generality of any preceding words.

#### 4 Agreement to contract and application of these general terms and conditions

- The Client accepts and agrees that the terms and conditions set out under the Agreement will become binding on the Client once nFold has processed the Agreement and agreed to provide the Client with the Services.
- nFold reserves the right to amend these General Terms and Conditions from time to time. nFold will notify the Client of such amendments and which amendment will be deemed incorporated into the Agreement and bind the Client from the date such amendment becomes effective. As envisaged in this clause, the notice can be in the form of a letter, inserted into the account or a note on the account.
- By appending signature on the Agreement, the Client confirms that these General Terms and Conditions bind it.

#### 5 Duration, renewal and termination

- Duration of the Agreement and renewal rights
- The term of the Agreement will start on the Commencement Date unless otherwise specified in the Services Schedule. It will endure for a term as specified

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therein, save where either of the Parties terminates the Agreement earlier in accordance with their respective rights as set out under the Agreement.

- Cancellation or variation of the Services prior to the Commencement Date or Delivery Date
- Where the Client cancels or varies any of the Services, as selected under the Agreement, which cancellation is not as a result of any breach on the part of nFold, before the Commencement Date or Delivery Date as the case may be, in whole or in part, nFold will have the right to charge the Client all Abortive Costs which nFold has incurred as a result of the cancellation or variation, which amount shall be payable by the Client.
- Abortive Costs are billed to the Client at the end of the billing period in which such costs are incurred and are payable by the Payment Date.
- Changes to the Agreement
- Either Party may request changes to the Services from time to time. Such changes shall be an addendum as agreed between the Parties, subject to cost adjustments.
- Any amendments to the Agreement's content shall be executed through an addendum to the Agreement and/or Service Schedule as applicable.
- Any changes to the Services not requiring a re-negotiation of the Agreement will be reflected in an updated addendum to the relevant Service Schedule, which, once agreed by both Parties, will be signed by duly authorised representatives of both Parties. It will be deemed to be incorporated into the Service Schedule and regarded as the latest reflection of the Services for purposes of the Service Schedule.
- nFold's Obligations
- nFold shall:
  - provide the Services with the care and skill that would reasonably be expected in the circumstances in line with Good Industry Practice,
  - assign and maintain an appropriately qualified and skilled staff to perform the Services,
  - render the Services in accordance with the requirements of the Agreement.
  - nFold shall be responsible for compliance with all legal and regulatory requirements governing the provision of its Services.
- Obligations of the Client
  - The Client shall:
    - If applicable, grant (subject to the security policies and processes of the Client and obligations of confidentiality) nFold access to all data, information, systems and facilities as reasonably required by nFold to effectively perform its duties and obligations in terms of the Agreement;

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- report all failures and non-compliances of the Services to nFold promptly or in accordance with the relevant Service Level and
- be responsible for compliance with legal and regulatory requirements applicable to the Client and affecting the delivery of Services.

## 6 Service levels

- Service Levels may be applicable and defined for some Services. Where Service Levels apply, the details will be set out in the relevant Service Schedule.

## 7 Factors beyond nFold's control and force majeure

- Should nFold be delayed or prevented from performing its obligations by factors beyond its reasonable control, including Client's failure to perform its responsibilities promptly, nFold shall notify the Client in writing of such delay and set out the factors for such failure. nFold shall be entitled to an equitable adjustment in the timetable and consideration set out in each associated Service Schedule. Such adjustments and considerations shall be mutually agreed upon between the Parties and shall not be unreasonably withheld.
- If the performance of a material part of the Agreement is suspended due to *force majeure* (any event which is beyond the reasonable control of that Party and which could not have reasonably been foreseen by that Party, e.g. an act of God, lock-out, strikes, government action, sabotage, civil unrest, war or events of like or similar nature), that Party shall notify the other Party of the condition of *force majeure* and shall be excused from performance as long as the *force majeure* event prevails.
- The Party first affected by *force majeure* shall do its utmost to reinstate the performance due in terms of the Agreement/ or Service Schedule in the shortest possible time.
- The Party not invoking force majeure shall be entitled to suspend or terminate the Agreement if the Force Majeure endures for a continuous period of more than 90 (ninety) calendar days.

## 8 Fees and payment

- The Client shall be liable for and shall pay the charges regarding Services supplied under the Agreement and/or Service Schedule.
- All quotations are valid for 30 (thirty) days from the date of the proposal, quote, scoping document, or statement of work.
- nFold reserves the right to increase rates after the quote has expired.
- All prices are quoted in South African Rand and exclude VAT.

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- Invoices are strictly payable within 14 (fourteen) days of issue unless alternative payment terms have been agreed in writing between the parties.
- nFold will charge interest on any late payments at the prime rate published by FNB from time to time, calculated from the date payment is due.
- For Services less than R50,000 (fifty thousand rands), the following terms and conditions shall apply:
  - The full invoiced amount, including payment by a Purchase Order, is payable within 14 (fourteen) days from the date of such invoice or Purchase Order, failing which nFold reserves the right not to commence with any services until payment is received.
- For Services more than R50,000 (fifty thousand rands), the following terms and conditions shall apply:
  - Advance payment equal to 50% (fifty per cent) of the value of the invoiced amount is payable before the commencement of services. The balance is payable according to milestones agreed upon in the relevant agreement OR as may be agreed upon between the parties in writing.
- All such prices, fees and charges are exclusive of:
  - any other taxes and duties levied or charged by any revenue authority (including the South African Revenue Services), all of which shall be for the Client's account. Should the Client be obliged to deduct any withholding taxes from any prices, fees or charges due to nFold, then:
    - the Client shall gross up the amount payable by the Client such that after deduction of the withholding tax, nFold receives the full price, fee or charge specified in the relevant Service Schedule;
    - the Client undertakes and warrants that it shall make due and timely payment of such withholding taxes due by it to the appropriate revenue or other government authority. In contrast, nFold undertakes to refund the Client for withholding taxes if nFold is reimbursed such taxes pursuant to a tax treaty.
- Exchange Rate:
  - Where Services are procured, and prices are based in any currency other than the South African Rand, the exchange rate will be presented on relevant quotes as per the applicable rate at the time. However, the exchange rate is not fixed, and thus, the exchange rate to be applied for making payment will be the rate on the day of payment by the Client as confirmed between the Parties.
  - List prices are based on the prevailing exchange rate.
  - If the exchange rate fluctuates before payment by the client, nFold may charge/credit the Client for the loss/gain made due to the currency fluctuation and/or forward cover.

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- Travel and Incidental Expenses:
  - The Client shall not be liable for any charges for travel within a 50km (fifty kilometre) radius of nFold's Head Office, which is based in Weltevredenpark, Gauteng, South Africa.
  - nFold reserves the right to charge for reasonable travel at a rate to be advised to the Client in writing, including incidental expenses.
- Overtime:
  - nFold may charge for overtime:
    - at the contract rate for hours worked more than quoted, with prior written approval;
    - at 1.5 (one and a half) times normal rates on Saturdays or between the hours of 17h00 and 08h00 on weekdays or
    - at 2 (two) times normal rates for work done on Sundays and public holidays.
  - Retainer, Co-Source or Outsource Services:
    - Payment is due monthly in arrears, as per the agreed Service Schedule

## 9 Intellectual property

- Neither Party shall acquire any rights, title or interest of any kind in any Intellectual Property owned by the other Party.
- All Service improvements made or developed during the term of a relevant Agreement or extension thereof shall always vest in nFold, unless otherwise explicitly agreed in writing. All modifications, changes, upgrades, updates, and any software owned by a Party or 3<sup>rd</sup> party will vest in that Party.
- Unless specifically authorised in the Agreement or writing by both Parties and then only to the extent so agreed, the Parties shall have no right to use the other Party's Intellectual Property in any manner whatsoever, save as agreed.
- Any outputs developed specifically for a Client's tender, proposal, pitch, or design around their brand during the provision of consultancy services by nFold shall become the Client's property upon receipt of full payment.
- The Client acknowledges that they are not permitted to reproduce or resell any content developed by nFold to any third party in competition with nFold. A breach of this clause shall be a material breach, and nFold shall be entitled to pursue damages against the Client for breach.

## 10 Data protection (POPI)

In performing its obligations under the Agreement, the Parties shall:

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nFold (Pty) Ltd | Reg: 2001/024185/07 | VAT: 4960199737  
t: +27 10 597 0860 | e: info@nFold.com  
Directors: L. Cornelius. I. Cloete-Hamilton





- comply with the provisions of the prevailing privacy and data protection legislation governing the collection, use and processing of Personal Information as defined in the relevant legislation,
- not process Personal Information for any purpose other than to perform its obligations under the Agreement and ensure that such processing will not place either Party in breach of any applicable privacy and data protection laws or stated requirements,
- only act on the instructions of the Party disclosing the information (“the Disclosing Party”) in collecting, processing and utilising the Personal Information (and for the avoidance of doubt, this Agreement shall constitute such instructions),
- not disclose or otherwise make available the Personal Information to any third party other than authorised Staff or sub-contractors who require access to such Personal Information strictly for the Party processing the information (“the Processing Party”) to carry out its obligations under this Agreement, and ensure that such Staff and any other persons that have access to the Personal Information are bound by appropriate and legally binding confidentiality and non-use obligations about the Personal Information,
- take appropriate, reasonable technical and organisational measures to ensure that the integrity and confidentiality of the Personal Information in its possession or under its control is secure and that such Personal Information is protected against accidental loss, destruction, damage, unlawful access, or processing,
- immediately notify the Disclosing Party in case of possible infringements of the applicable data protection legislation, the terms of this clause or other irregularities by the Processing Party, its staff or any other party acting on behalf of the Processing Party about the Disclosing Party’s Personal Information, and
- at the Disclosing Party’s option, return or destroy the Personal Information once it is no longer required to perform obligations under this Agreement or any directly related purpose.
- By signing this Agreement, the Client agrees to nFold’s standard terms and conditions regarding the protection of personal information in accordance with the Protection of Personal Information Act (POPIA), which can be found on nFold’s website.
- The Processing Party hereby indemnifies and holds harmless the Disclosing Party, its affiliates and their respective Staff, successors, cessionary and assigns from all penalties and fines arising from the Processing Party’s non-compliance with the provisions of this clause and any relevant data protection legislation.

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- The Processing Party agrees that a breach of this clause shall be regarded as a material breach of the Agreement.
- The obligations contained in this clause shall endure, even after the termination of this Agreement, for whatever reason.

## 11 Breach

- If a Party (breaching Party) is in material breach of any term or, condition or performance due in terms of the Agreement and fails to correct such material breach within fourteen (14) calendar days of receipt of the written notice to that effect by the other Party (aggrieved Party), the aggrieved Party may terminate the Agreement with immediate effect and claim specific performance, without prejudice to its other rights in law if the event of the material breach is not rectified.
- If either Party commits an act of insolvency as defined in the Insolvency Act number 24 of 1936 or is subject to an order of provisional or final liquidation or has made or attempts to make an offer of compromise to creditors or gives notice of an application for voluntary liquidation; or makes an assignment for the benefit of its creditors; or a business rescue practitioner, curator or trustee is appointed whether provisionally or finally, the other Party shall be entitled to cancel the Agreement with immediate effect and without prejudice to any of such cancelling Party's rights in law.
- Should a breach committed by the Client cause cancellation of an Agreement, then the Client will pay nFold all undisputed amounts lawfully due and owing at such time as stipulated in clause 8.
- nFold shall be entitled to institute legal proceedings against the Client to recover any outstanding Fees or breach of any provision in this Agreement or the Service Schedule.

## 12 Confidentiality of information

- nFold and the Client, to the extent of their contractual and lawful right to do so, will exchange Confidential Information as reasonably necessary for each to perform its obligations under the Agreement and for the Client to avail itself of the Services rendered by nFold under the Agreement.
- All information relating to the Agreement provided by either Party to the other, whether oral and or written, is hereby deemed to be Confidential Information and will be governed in accordance with the Confidentiality and Non-Disclosure Agreement executed by the Parties to ensure the confidentiality of all proprietary information exchanged between the Parties, including but not limited to nFold's Intellectual Property (IP).

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## 13 Limitation of liability

- Neither nFold nor its subcontractors will be liable for:
  - defamation, or infringement of copyright from or in connection with the Services;
  - any claim arising out of any act or omission of the Client in conjunction with the Service provided hereunder,
  - any unlawful or unauthorised use of the Services provided hereunder by the Client;
  - any claim arising out of a breach of privacy unless to the extent of losses attributable to the nFold's negligence or wilful default.
- nFold shall not be liable to the Client for any losses or damages (whether direct, indirect, incidental, contingent or consequential, including but not limited to loss of revenue, loss of business, loss of profit or loss of data) sustained or incurred by the client howsoever arising, save where such loss was due to the gross negligence or wilful misconduct of nFold, its employees or authorised representatives, in which case, nFold's liability shall not exceed the price of services described in the proposal, quote, scoping document or statement of work, irrespective of the amount claimed by the client for any loss.
- The total liability of the Client in respect of a claim arising in terms of this Agreement (whether arising from negligence, breach of contract or otherwise howsoever) (in this clause, "Default") shall be limited to the aggregate of the fees/charges paid (or payable if not fully paid) by the Client to nFold in the twelve (12) months preceding such claim hereunder with respect the relevant Services Schedule in terms of which the cause of action arose.
- The Parties will not be liable to each other or anyone else for special, collateral, exemplary, indirect, incidental or consequential damages (including, without limitation, loss of goodwill, loss of profits or revenues, loss of savings, loss of use, interruptions of business), whether such damages occur prior or after, or are alleged as a result of, delict or breach of any of the provisions of this Agreement, even if the defaulting Party has been advised of the possibility of such damages.
- The limitations contained in this clause 13 shall not apply to (i) any breach by a Party of the other Party's confidential information or Intellectual Property or (ii) a claim in respect of which liability cannot be limited or excluded in law; or (iv) claim based on death or personal injury.

## 14 Dispute resolution

- Should any dispute arise between the Parties in connection with the formation or existence, implementation, interpretation or application of the provisions, the Parties' respective rights and/or obligations in terms of or arising out of, the

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breach or termination, the validity, enforceability, rectification, termination or cancellation, whether in whole or in part, or any documents furnished by the Parties under the provisions of this Agreement, or which relate in any way to any matter affecting the interests of the Parties in terms of this Agreement, the Parties shall meet within thirty (30) calendar days of written notice of the dispute from one Party to the other (or such longer period as mutually agreed by the Parties in writing) to negotiate in good faith to settle such dispute.

- Should the dispute remain unresolved after following the process in clause 1, the matter shall be referred for mediation immediately and no later than five days after the Parties have failed to resolve it amicably. The appointment of a mediator shall be as per clause 14.3.
- Should the dispute remain unresolved between the Parties within twenty calendar (20) days of the mediation process failing (or such longer period as may be mutually agreed between the Parties in writing), then the Parties undertake to meet promptly and consider whether or not to refer the dispute to arbitration. Suppose the Parties agree to refer the dispute to arbitration. In that case, such dispute will be determined by the rules of the Arbitration Foundation of Southern Africa or its successor in title (“the Foundation”) and shall be held in Pretoria.
- The decision of the arbitrator (including any award for costs of the arbitration) shall be final and binding on the parties unless either Party appeals the decision within thirty (30) calendar days from the date of the arbitrator’s ruling and may be made an order of a court of competent jurisdiction at the instance of either of the Parties, subject to the Parties’ rights of appeal in terms of clause 5 below.
- Either Party may appeal the decision of the arbitrator within thirty (30) calendar days after the ruling has been handed down by the arbitrator by giving written notice to that effect to the other Party, which notice shall be received before the expiration of the thirty (30) calendar day period of the written ruling.
- Should the Parties fail to reach an agreement in writing to refer the dispute to arbitration, as contemplated in section 3 above, then either Party shall be entitled to commence litigation proceedings against the other Party.
- The Parties hereby consent to the non-exclusive jurisdiction of the North Gauteng division of the High Court of South Africa, which has jurisdiction over all legal proceedings connected with the Agreement.
- The entire contents of clause 14 constitute an irrevocable consent by the Parties to any proceedings in terms thereof, and no Party shall be entitled to withdraw therefrom or to claim at any such proceedings that this clause does not bind it.
- This clause is severable from the rest of the Agreement and shall remain in effect even if the Agreement terminates for any reason.

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## 15 Suspension, withholding of services & termination

- nFold may, from time to time, suspend the Services for a specific Service Schedule in any of the following circumstances:
  - If the Client fails to comply and breaches its obligations under the Agreement as detailed in clause 11.
  - If the Client breaches its payment obligations for seven (7) calendar days as set out in clause 8, nFold shall be entitled to suspend the Services after five (5) calendar days written notice was given to the Client.
  - The suspension of clauses 1 or 15.2 will remain in force until the breach is remedied.

### 15.1 Withholding of Services:

nFold reserves the right:

- not to commence with any services until payment is received in accordance with clause 8 above or acceptable arrangements have been made and agreed between the parties; or
- where services have commenced, and the client fails to pay by relevant payment arrangements, suspend the rendering of services until payment is received as agreed between the parties.

### 15.2 Termination of Services:

- Either Party may terminate Services at any time upon:
  - 30 (thirty) days prior written notice to the other Party for ad hoc Services; and
  - 60 (sixty) days prior written notice for Co-Sourced or Outsourced retainer work.
- Should the Client terminate the Services for convenience, the Client shall be liable for payment of all Services completed by nFold up to the termination date, including any costs incurred by nFold under the render of Services, whether or not such services were rendered, as well as costs provided in clause 2.

## 16 Documentation

- To the extent applicable, upon delivery of Services to the Client, nFold shall deliver any associated documentation to the Client on paper or electronic media format as determined by nFold, in conjunction with the Client.

## 17 Severability

- If any term, condition, provision or performance or any part of a term, condition, provision or performance of this Agreement is determined to be invalid, illegal, unlawful or unenforceable to any extent, that term, condition, provision or

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performance or the relevant part thereof shall be removed from the remaining terms, conditions, provisions and performance of this Agreement, or amended to make it valid, lawful and enforceable, in such a manner as to leave the amended Agreement substantially the same, and the Agreement so amended shall remain of force and effect.

## 18 Assignment

Neither Party may cede its rights and/or delegate its obligations under the Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

## 19 No waiver

- Failure by either Party to exercise any rights under the Agreement in any one or more instances will not constitute a waiver of such rights in any other instance. A waiver by such Party of any default under the Agreement will not be deemed a waiver of any other default.
- No alteration or modification of any provision of the Agreement will be deemed a waiver of any other default.

## 20 Sub-contracting

Client agrees that nFold may, at its sole discretion, subcontract the whole or any part of its obligations under the Agreement and nFold agrees that it will retain full responsibility for such obligations despite such subcontract.

## 21 Applicable law and compliance policies and directives

- The laws of the Republic of South Africa shall determine the terms and conditions of the Agreement.
- The Parties shall comply with all laws, including (but not limited to) legislation, regulations, ordinances, rules of regulatory authorities and all other relevant enactments of any governmental authorities.
- The Client warrants that in awarding this Agreement or an Order with nFold, it had authority and has complied with:
  - the relevant Client's policies and directives;
  - any other applicable law relevant to the Client and its clients, and hereby indemnifies nFold from any liability resulting from non-compliance with such process.

## 22 Anti-fraud, corruption and bribery

nFold works with clients on the assumption that the Clients' governance processes and policies are in place and that the company and people follow a zero-tolerance policy for

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fraud, corruption, and bribery. nFold will report any unethical behaviour to the relevant authorities and reserves the right to terminate the Agreement due to fraud, corruption and bribery and to claim costs incurred and/or damages as provided in this Agreement.

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nFold (Pty) Ltd | Reg: 2001/024185/07 | VAT: 4960199737  
t: +27 10 597 0860 | e: info@nFold.com  
Directors: L. Cornelius. I. Cloete-Hamilton



## 23 SCHEDULE A - Design and creative work

The terms and conditions below apply to the relevant nFold Scope of Services.

### 23.1 Approval Process

- All design work will begin with submitting a mood board or sample design for Client approval.
- The Client will review and provide feedback or approval within a mutually agreed timeframe.
- Once approved, nFold will proceed with the full design work based on the approved mood board or sample design.

### 23.2 Minor Changes

- After the major change has been made, the client is entitled to request minor changes to the design work.
- Minor changes are small modifications or refinements that do not require a significant departure from the approved design concept.
- The Client must provide clear instructions for the minor change requests in writing or through an agreed-upon communication channel.
- nFold will strive to accommodate minor change requests, and they will be included at no additional cost unless they exceed a reasonable quantity or complexity.

### 23.3 Major Changes

- After the initial approval, if the client needs a major change to the design work, nFold will strive to accommodate the major change request within a reasonable timeframe, but additional fees or timeline adjustments will apply.
- A major change is defined as a substantial revision or alteration to the design that significantly deviates from the approved concept.
- The client must provide clear instructions for the major change request in writing or through an agreed-upon communication channel.

### 23.4 Revisions and Final Approval

- nFold will provide the client with revised design files based on the approved mood board or sample design, major changes, and subsequent minor changes.
- The client is responsible for promptly reviewing the revised design files upon receipt and providing approval or requesting any final minor changes within a mutually agreed timeframe.

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- Once final minor changes are completed, the client acknowledges and agrees that no further major or minor changes will be permitted, and the design work will be considered approved.



## 24 SCHEDULE B -software terms and conditions

The terms and conditions below apply to the relevant nFold Scope of Services.

- nFold is an authorised reseller and partner to Loopio and OpenGTM (Formerly Patri) within Africa. The vendors own the software products, and nFold has no ownership rights. The vendor's intellectual property rights remain with the Software Original Equipment Manufacturer (OEM).
- Software Payments:
- 100% of software will be invoiced on order. nFold delivers software license keys or logins electronically after receipt of your payment. Subscription and on-demand amounts are invoiced annually in advance.

### 24.1 Nature of Software License

Annually on demand or as otherwise stated.

### 24.2 OEM MSA

- Software and documentation are licensed subject to the Software Original Equipment Manufacturer (OEM) License Agreement. Before the software is provided, the client must sign a copy of the relevant Master Services Agreement by the OEM. The Customer agrees to abide by the rules of the OEM Master Service agreement.

### 24.3 Grant of Licenses

nFold will grant the client's license upon receipt of payment or agreement between parties. The licenses issued depend on the software package purchased and the agreed licensing amount stipulated in the OEM MSA.

### 24.4 Restrictions

The customer may not:

- Resell, rent, lease, or sublicense the Software.
- Modify, adapt, or create derivative works of the Software.
- Reverse engineer, decompile or disassemble the Software.
- Use the Software for any illegal or unauthorised purpose.

### 24.5 Software Support

Should the client purchase ongoing technical support, nFold shall perform the following:

### 24.6 Support hours

For product or system process faults, nFold will provide 24-hour support. Should the technical support be within the scope of the 1st level and/or 2nd level, support will be rendered between 7 a.m. and 7 p.m. (SAST) Monday through Friday.

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### 24.7 OEM Support

Standard OEM support applies to all software, and 3<sup>rd</sup> level + support remains with the OEM.

### 24.8 Maintenance and System Updates

The Original Equipment Manufacturer may conduct maintenance and/or system updates from time to time. Notice of the action will be communicated to the client three days before planned maintenance.



## 25 SCHEDULE C - Training terms and conditions

The terms and conditions below apply to the relevant nFold Scope of Services.

### 25.1 Payment

The client agrees to pay the full training fee as agreed upon in advance, including any applicable taxes.

### 25.2 Extra Costs

- Face-to-face training requires a suitable venue, printing, and catering for all attendees and may require travel and accommodation. nFold can provide this at a cost of +15%. Note: Travel and accommodation are only applicable if 50 km outside of where our facilitators are based. Customers can elect to provide a suitable venue, catering, travel, and accommodation. Online training includes electronic handouts.
- Sessions can be broken into half-day sessions at a premium of 10%. Advisable for online sessions.
- Custom team training is available on demand and comes with a 15% premium for content development.
- nFold holds the right to charge for any attendees above 15 people but may allow, within reason, additional attendees upon written agreement.

### 25.3 Public Classes

Individual rates are available where applicable but depend on class numbers (we need at least eight attendees to run a class).

### 25.4 The Association of Proposal Management Professionals (APMP)

- The APMP price assumes APMP membership. Non-members pay more for exams than you would for membership. APMP membership for one year can be added to your invoice by request, which nFold will pay directly to APMP SA on your behalf.
- APMP Globally dictates APMP exam fees, study guides, and membership rates, which may change occasionally and are subject to exchange-rate fluctuations.

### 25.5 Refunds

The client may be entitled to a refund if they cancel the training 30 days before the training. Any costs associated with cancellation may not be refundable, such as venue cancellation or printing. If you **cancel/postpone** less than ten working days before the event, the penalty may be 100% of the booking fee. Cancellations must be in writing. Substitutes are acceptable, but please provide details in writing. No-shows will not be refunded.

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nFold (Pty) Ltd | Reg: 2001/024185/07 | VAT: 4960199737  
t: +27 10 597 0860 | e: info@nFold.com  
Directors: L. Cornelius. I. Cloete-Hamilton



### 25.6 Rescheduling or Cancellation

The client or nFold may reschedule the training to a different date or time, subject to availability and the customer's /trainer's approval. nFold reserves the right to change trainers and cancel or postpone events. Payments will be refunded in the event of a cancellation by nFold.

### 25.7 Confidentiality

The trainer agrees to keep all confidential information the client shares during the training session confidential and will not disclose it to any third party without the client's written consent.

### 25.8 Intellectual Property

All training materials, including any handouts or presentations, are the intellectual property of the nFold and may not be copied, reproduced, or shared without the nFold's written permission.