

AGREEMENT

Entered into by and between:

International Frontier Technologies SOC Ltd

Company Registration No: 2009/007987/30

(***Interfront***)

and

_____ (full
company registered name)

Company Registration No: _____

(***Contractor***)

(Collectively referred to as the "**Parties**")

Table of Contents

1. INTERPRETATION.....	5
2. BACKGROUND	21
3. APPOINTMENT AND ENGAGEMENT	22
4. STRUCTURE OF THIS AGREEMENT	22
5. TERM.....	24
6. SERVICES.....	25
7. ACCEPTANCE OF DELIVERABLES.....	31
8. INTELLECTUAL PROPERTY	32
9. RIGHTS IN REPORTS AND DATA	36
10. REQUIRED CONSENT	37
11. CONFIDENTIALITY	38
12. DATA PROTECTION.....	42
13. SERVICE FEE AND CHARGES	44
14. INVOICING AND PAYMENT	45
15. TAXATION.....	47
16. AUDITS.....	48
17. RECORD RETENTION.....	50
18. WARRANTIES.....	51
19. INSURANCE AND RISK OF LOSS	57
20. LIMITATION OF LIABILITY	59
21. FORCE MAJEURE	61

Initial: Contractor:

Initial: Operations Director Interfront:

22. DISPUTE RESOLUTION	63
23. TERMINATION	67
24. NOTICES.....	71
25. RELATIONSHIP OF PARTIES	73
26. GENERAL.....	73
27. SIGNATURE	80

- Annexure A – Work Order for Software Development
- Annexure B – Work Order for Resources
- Annexure C – Change Order
- Annexure D – Personnel Rates

Initial: Contractor:

Initial: Operations Director Interfront:

1. INTERPRETATION

1.1. In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

1.1.1. "**Acceptance**" means the reasonable acceptance of Deliverables by Interfront in accordance with **clause 7. "Accept"** or "**Accepted**" shall have corresponding meanings.

1.1.2. "**Affiliates**" means with respect to any entity, any other entity Controlling, controlled by or under common control with such entity and shall include a "**subsidiary**" of an entity with the term "**subsidiary**" meaning a subsidiary as defined in section 1 of the Companies Act, and including any foreign company, which if it were registered in terms of the Companies Act, would fall within the ambit of such term.

1.1.3. "**Agreement**" means the master services agreement contained in this document, including all Annexures, exhibits and attachments attached hereto and incorporated therein and all Work Orders or Change Orders executed under this Agreement.

1.1.4. "**Annexure**" means an annexure attached to this Agreement.

1.1.5. "**Applicable Law**" means any of the following, from time-to-time to the extent it applies to a Party, or the Services (including the

performance, delivery, receipt or use of the Services as applicable and wherever occurring) –

1.1.5.1 any statute, regulation, policy, by-law, directive, notice or subordinate legislation (including treaties, multinational conventions and the like having the force of law);

1.1.5.2 the common law;

1.1.5.3 any binding court order, judgment or decree;

1.1.5.4 any applicable industry code, policy or standard enforceable by law; or

1.1.5.5 any applicable direction, policy or order that is given by a regulator having the force of law;

without limiting the generality of the foregoing the Public Finance Management Act, No.1 of 1999 shall be treated as Applicable Law.

1.1.6. “**Business Day**” means any day from Monday to Friday, except public holidays as gazetted by the government of the Republic of South Africa from time to time.

1.1.7. “**Business Hours**” shall be construed as being the hours between 08h30 and 17h00 on any Business Day. Any reference to time shall be based upon South African Standard Time.

- 1.1.8.** “**Business Processes**” shall mean the subset of the Non-Operational Deliverables that is comprised of workflow processes that the Operational Deliverables are required to support.
- 1.1.9.** “**Change Order**” means the change order set out in **clause 6.8** and in the Form of **Annexure C** (Form of Change Order) that materially changes the Deliverable provided under and executed Work Order. A Change Order shall describe in writing the details of the work to be performed under this Agreement, including anticipated parameters and scope of the work including the stage or stages, the revisions, modifications or enhancements to Non-Operational and Operational Deliverables that have already been provided for in an existing Work Order, the expected Charges and timeline for the completion of the work including the timeline for the completion of each Deliverable.
- 1.1.10.** “**Charges**” means the fees at rates agreed to in an Applicable Work Order or Change Order payable by Interfront to the Contractor in accordance with **clause 14** the Charges and Invoicing and Payment clause of any applicable Work Order or Change Order, together with their respective Appendices, Attachments and any other document attached thereto or referenced therein.
- 1.1.11.** “**Client**” means any company or corporate body (which expression shall where the context so admits include its successor and assigns) including SARS, which purchases Services from Interfront.

Initial: Contractor:

Initial: Operations Director Interfront:

1.1.12. “Commercial Reasonable Efforts” means taking steps and otherwise performing in such a manner, as a well-managed organisation would undertake where such organisation was acting in a determined, prudent and reasonable manner to achieve the particular result for its own benefit provided always that such steps are within the reasonable control of the Party.

1.1.13. “Companies Act” means the Companies Act, No.71 of 2008.

1.1.14. “Confidential Information” means any information or data of any nature, whether provided orally or in writing and in any format or medium, whether or not marked “Confidential” or with another similar designation, which by its nature, content or circumstances of disclosure is or ought reasonably to be identifiable by the Receiving Party as confidential and/or proprietary to the Disclosing Party and which the Disclosing Party or any person acting behalf of the Disclosing Party discloses or provides to the Receiving Party or which the Receiving Party otherwise becomes aware of in connection with this Agreement or as a result of the provision or receipt of Services under this Agreement.

Confidential Information shall not include information that (i) is lawfully publicly available to, or lawfully in the Receiving Party’s possession, at the time of disclosure thereof by the Disclosing Party to the Receiving Party; or (ii) is independently developed or learned by the Receiving Party without reference to or use of the Confidential Information of the Disclosing Party; or (iii) is in or enters the public

Initial: Contractor:

Initial: Operations Director Interfront:

domain without breach of this Agreement ; (iv) the Receiving Party receives from a Third Party without restriction or disclosure and without breach of a nondisclosure obligation. Notwithstanding the foregoing (a) the onus shall at all times rest on the Receiving Party to establish that such information falls within such exclusions; and (b) the information disclosed shall not be deemed to be within the foregoing exclusions merely because such information is embraced by more general information that is publicly available or in a Party's possession; and (c) any combination of features shall not be deemed to be within the foregoing exclusions merely because individual features are publicly available or in a Party's possession, but only if the combination itself is publicly available or in a Party's possession; and (d) the determination of whether information is Confidential Information shall not be affected by whether or not such information is subject to, or protected by, common law or statute related to copyright, patent, trademark or otherwise.

1.1.15. "Contractor" means _____, registration number _____ a company registered in accordance with the laws of the Republic of South Africa.

1.1.16. "Contractor Intellectual Property" means any concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, reports, statements, templates, software, software tools, utilities and routines or any changes or additions thereto (if any) which the Contractor has created, acquired or otherwise has rights in prior to the Effective Date and/or which the

Initial: Contractor:

Initial: Operations Director Interfront:

Contractor may, in connection with the performance of the Services employ, provide, modify, create, acquire or otherwise obtain rights in, but specifically excluding the Deliverables.

- 1.1.17. "Control"** and its derivatives (such as Controlling and Controlled) means with regard to any entity, the right or power to dictate the management of and otherwise control such entity by any of; (a) holding directly or indirectly the majority of the issued share capital (or other ownership interest if not a company) of such entity ordinarily having voting rights; (b) controlling the majority of the voting rights in such entity; or (c) having the right to appoint or remove directors holding a majority of the voting rights at meetings of the board of directors of such entity.
- 1.1.18. "CPI"** means the percentage change in the year-on-year metropolitan areas - core inflation index published by Statistics South Africa and if the publication of such index is discontinued, the most similar index as compiled and published monthly by Statistics South Africa in a statistical news release or a body authorised in its stead, in terms of the Statistics Act No. 66 of 1976 as amended (or any statute replacing such Act).
- 1.1.19. "Data Protection Legislation"** means any and all Applicable Laws relating to the protection of Personal Information in force in the Republic of South Africa including the Protection of Personal Information Act, No. 4 of 2013.

- 1.1.20.** "**Deliverable**" means Operational and Non-Operational Deliverables and for the purposes of clarity, any reference to a Deliverable, Operational Deliverable, or Non-Operational Deliverable in this Agreement also means all of the Related Deliverables of such a Deliverable.
- 1.1.21.** "**Disclosing Party**" means the Party who furnishes or otherwise makes available such Party's Confidential Information to the other Party (including such other Party's Affiliates, Subcontractors, Third Party Service Providers and agents, as applicable) or on whose behalf such Party's Confidential Information is furnished or otherwise made available to the other Party (including such other Party's Affiliates, Subcontractors, Third Party Service Provider and agents, as applicable).
- 1.1.22.** "**Documentation**" means, with respect to Operational and other Non-Operational Deliverables, equipment and Third Party software: project plans, functional specifications, technical specifications, designs and templates, technical manuals, training manuals, user manuals, flow diagrams, file descriptions, installation specifications and plans and other information that describes the function and use, or is reasonably required for the efficient use, of such Deliverables, including descriptions of the configuration of hardware required to use such Deliverables, whether written or electronic, which meet the requirements therefore set forth in **clause 6.7**.

Initial: Contractor:

Initial: Operations Director Interfront:

- 1.1.23.** “**Effective Date**” means 1 April 20XX, notwithstanding the Signature Date.
- 1.1.24.** “**Force Majeure Event**” has the meaning given in **clause 21**.
- 1.1.25.** “**Good Industry Practice**” means, in relation to an obligation, undertaking, activity or a service, the exercise of the degree of skill, speed, care, diligence, judgment, prudence and foresight and the use of practices, controls, systems, technologies and processes, which would be expected from a skilled, experienced and market leading service provider that is an expert in performing the same or similar obligation, undertaking, activity or service and utilising and applying skilled resources with the requisite level of expertise.
- 1.1.26.** “**Infrastructure**” means information technology and telecommunications infrastructure and systems, including computer and telecommunications networks, equipment, hardware, software, middleware, firmware, data, databases, peripherals, terminals and components.
- 1.1.27.** “**Intellectual Property Rights**” includes all current and future intellectual property rights of any kind whatsoever and however embodied which may subsist or be capable of protection wheresoever in the world, including (without limitation) patents, trademarks, present and future rights of copyright, rights in and to designs, rights in and to inventions, topography rights, rights in and to trade secrets, rights in and to trade names, business names,

Initial: Contractor:

Initial: Operations Director Interfront:

domain names and logos, the right to keep information confidential and private, rights in and to know-how, rights in and to databases (including right of extraction) and all rights and forms of protection of similar nature or having equivalent effect to any of them which they subsist or be capable of protection as at the Effective Date or thereafter wheresoever in the world, whether or not any of these is registered and including applications of any such rights or registration thereof and any goodwill related to or arising from such rights.

1.1.28. "**Interfront**" means International Frontier Technologies SOC Limited, with registration number 2009/007987/30, a state-owned company incorporated under the laws of the Republic of South Africa.

1.1.29. "**Interfront Intellectual Property**" means any concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, reports, statements, templates, software, software tools, utilities and routines or any changes or additions thereto (if any) which Interfront or its Clients have created, acquired or otherwise has rights in prior to the Effective Date and/or which Interfront or its Clients may, in connection with the performance of the Services employ, provide, modify, create, acquire or otherwise obtain rights in.

1.1.30. "**Interfront Materials**" means the Materials as defined in **clause 1.1.32** belonging to, compiled by and/or registered to Interfront or its Clients.

Initial: Contractor:

Initial: Operations Director Interfront:

- 1.1.31. "Interfront Resources"** means the Interfront Materials and Infrastructure which Interfront agrees to provide as listed in a Work Order.
- 1.1.32. "Materials"** means all products, goods, software, software documentation, documentation, literature, materials, tools, data, information, databases, modules, components, compilations of data, methodologies, processes, policies, procedures, techniques, models, configurations, protocols, routines, interfaces (including Application Program Interfaces (APIs)), reports, plans, notes, files, diagrams, manuals, templates, schematics, correspondence, designs, circuit designs, algorithms, specifications, records, equipment, hardware, servers, computers, platforms, computer code, derivative works, and works of authorship, and irrespective of the form and format of the foregoing and whether tangible or intangible.
- 1.1.33. "Material Errors"** means any error in the operation of, or deficiency in the functionality of an Operational Deliverable that potentially could have more than an immaterial impact on Interfront or its Clients, it being understood however, that with respect to functionality, the Contractor is only required to provide (a) the functionality described in or implied by the Performance Criteria; (b) the functionality described in the Interfront Business Requirements Document if any; (c) the functionality described in the other Documentation; and (d) the functionality and features required for the operation of the functionality described in clause (a) to (c) of this **clause 1.1.33**.

Initial: Contractor:

Initial: Operations Director Interfront:

- 1.1.34. “MSA”** means the Master Services Agreement concluded between Interfront and SARS effective 1 April 2020.
- 1.1.35. “Non-Operational Deliverables”** means project plans, implementation plans, evaluations, gap analyses, business requirement documents including proposals, Documentation and anything else to be delivered under a Work Order other than the Operational Deliverables, whether written or electronic, that are comprehensive.
- 1.1.36. “Operational Deliverables”** means software including source code and object code, data structures, interfaces, scripts, web applications, metadata, software libraries and changes thereto to be delivered under a Work Order or Change Order. If a Work Order requires the installation of equipment and / or Third-Party software for Interfront or its Clients to use the Operational Deliverable for its intended purpose, such equipment and Third Party software shall be treated as part of the Operational Deliverable.
- 1.1.37. “Party”** means either Interfront or the Contractor, as appropriate and **“Parties”** means Interfront and the Contractor.
- 1.1.38. “Performance Criteria”** means individually and collectively, the quantitative and qualitative obligations and commitments and the functional and technical specifications for each Operational Deliverables and all its Related Deliverables contemplated under a Work Order that shall be tested during the Testing stages.

Initial: Contractor:

Initial: Operations Director Interfront:

- 1.1.39. **“Personal Information”** has the meaning prescribed to it in terms of the Protection of Personal Information Act, No. 4 of 2013.
- 1.1.40. **“Personnel Rates”** means the labour rates by skill set as set out in **Annexure D** hereto, used to determine the Contractor's charges for Services performed pursuant to this Agreement or the applicable Work Order.
- 1.1.41. **“Process”** means any operation or set of operations including collecting, recording, organising, storing, updating, modifying, retrieving, consulting, using, disseminating by means of transmission, distribution or making available in any other form, merging, linking, as well as blocking erasing or destroying and **“Processing”** and **“Processed”** shall have a corresponding meaning.
- 1.1.42. **“Receiving Party”** means the Party receiving Confidential Information from the Disclosing Party.
- 1.1.43. **“Related Deliverables”** means all Deliverables under one or more Work Orders that are in accordance with the requirements of the Agreement and required for Interfront and/or its Clients to efficiently use such Deliverables for the purposes contemplated in the Documentation. For this purpose, only Deliverables under Work Orders executed prior to the Acceptance of a Deliverable shall be considered; that is, the Acceptance of a Deliverable shall not be revisited because of the Parties executing additional Work Orders

Initial: Contractor:

Initial: Operations Director Interfront:

after a Deliverable and any Related Deliverables have been Accepted, unless such Work Orders specifically provide, therefore.

- 1.1.44. **“Retained Responsibilities”** means in respect of a Work Order, Interfront’s obligations as specified in the Work Order.
- 1.1.45. **“SARS”** means the South African Revenue Service, an organ of State established in terms of the South African Revenue Services Act 34 of 1997 as amended.
- 1.1.46. **“Services”** has the meaning given in **clause 6**.
- 1.1.47. **“Signature Date”** means the date of signature of this Agreement by the Party last signing.
- 1.1.48. **“Software”** means the software owned by, or licensed by, the Contractor or a Third Party and used by the Contractor to perform the Services, or incorporated or embedded in any Deliverables, other than software that forms part of the Interfront Intellectual Property Rights.
- 1.1.49. **“Term”** means the term for this Agreement as set out in terms of **clause 5**.
- 1.1.50. **“Third Party”** means an entity or natural person other than Interfront the Contractor and their personnel.

Initial: Contractor:

Initial: Operations Director Interfront:

- 1.1.51. “Third Party Intellectual Property”** means all Intellectual Property Rights that are owned or licensed by a Third Party, other than Interfront’s Intellectual Property.
- 1.1.52. “Update”** means an upgrade or any new version of an Operational Deliverable including any Third-Party software that is embedded, contained or otherwise part of an Operational Deliverable.
- 1.1.53. “VAT”** means value-added tax as levied from time-to-time in terms of the VAT Act.
- 1.1.54. “VAT Act”** means the Value Added Tax Act, No. 89 of 1991.
- 1.1.55. “Virus”** means any device, method or means, including any virus, Trojan horse, worm, Lock-up, time-bond or any disabling code, that -
- 1.1.55.1** causes the unplanned interruption of the Services or accessibility to any Operational Deliverables, software and computer hardware of Interfront / SARS;
 - 1.1.55.2** alters, destroy, or inhibits the use of any Operational Deliverables, software or computer hardware or Data contained therein; or
 - 1.1.55.3** otherwise blocks access to Operational Deliverables, software or computer hardware or interferes with the delivery of the Services.

Initial: Contractor:

Initial: Operations Director Interfront:

1.1.56. “**Warranty Period**” has the meaning given in **clause 18**.

1.1.57. “**Work Order**” means a Work Order in the form of **Annexure A** and/or **Annexure B** (Form of Work Order) describing in writing the details of the work to be performed under this Agreement, including the anticipated parameters and scope of the work including the project phase or project phase(s), the Non-Operational Deliverables to be provided by the Contractor as part of the work, the expected charges and the timeline for the completion of the work including the timeline for the completion of each Deliverable.

1.2. In this Agreement –

1.2.1. clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation.

1.2.2. an expression which denotes –

1.2.2.1 any gender includes the other genders.

1.2.2.2 a natural person includes a juristic person and *vice versa*.

1.2.2.3 the singular includes the plural and *vice versa*.

1.2.2.4 a Party includes a reference to that Party’s successors in title and assigns allowed at law.

Initial: Contractor:

Initial: Operations Director Interfront:

1.2.2.5 a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last-mentioned clauses.

1.3 Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this **clause 1** or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.

1.4 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.

1.5 A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.

1.6 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.

1.7 Any reference in this Agreement to "**this Agreement**" or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or

Initial: Contractor:

Initial: Operations Director Interfront:

document, as amended, varied, novated or supplemented from time to time.

1.8 In this Agreement the words "**clause**" or "**clauses**" refer to clauses of this Agreement.

2. BACKGROUND

2.1 Interfront and SARS entered into a MSA with the primary objective of providing SARS with solutions designed to enable SARS to successfully implement certain technology and digital platforms in terms of defined Work Orders

2.2 Pursuant to the MSA, Interfront is required, from time to time and pursuant to Work Orders concluded under the MSA to provide various services and deliverables to SARS. Clause 6.5.1 of the MSA provides that Interfront may subcontract any of the Services.

2.3 In addition, Interfront is also contracted to provide Services to other Clients.

2.4 From time to time, Interfront acknowledges that it will not have the requisite resources available to deliver the Services.

2.5 Against this background, Interfront wishes to appoint the Contractor to assist it in delivering the Services to its Clients, on the terms and conditions of this Agreement.

Initial: Contractor:

Initial: Operations Director Interfront:

3. APPOINTMENT AND ENGAGEMENT

3.1 Interfront hereby appoints the Contractor to provide the Services on the terms and conditions of this Agreement, which appointment the Contractor accepts.

3.2 The Contractor shall provide the Services set out in a Work Order, which shall be in the form set out in **Annexure A** and/or **Annexure B (Work Order)**, at the rates agreed to and set out in **Annexure D (“Personnel Rates”)**.

3.3 Interfront does not guarantee that the Contractor will receive work during their appointment term. The Contractor will be used on an *ad-hoc* basis as and when their Services are required by Interfront based on a competitive process (i.e. cost, skills and financial capability) for a service request.

4. STRUCTURE OF THIS AGREEMENT

4.1 This Agreement is intended to operate as a master or framework agreement with Work Orders in the form as set out in **Annexure A** and/or **Annexure B** to be executed under this Agreement.

4.2 Each Work Order shall become a separate agreement between the Contractor and Interfront upon the terms of this Agreement.

Initial: Contractor:

Initial: Operations Director Interfront:

- 4.3** Where Interfront and the Contractor enter into a Work Order in terms of which the terms are different to any of the terms of this Agreement, then the term/s of the Work Order (to the extent different from the terms of this Agreement) shall prevail, but only with respect to the particular Services which are described in such Work Order.
- 4.4** The term of any one Work Order shall not apply to any other Work Order and each Work Order shall be capable of termination in accordance with the provisions of **clause 23** (or the specific provisions relating to termination as contained in the relevant Work Order) without affecting the remaining Work Orders.
- 4.5** Each Work Order shall be governed by and shall be construed in accordance with the terms and conditions of this Agreement. Each Work Order shall, as a minimum contain –
- 4.5.1** a Commencement Date and the duration of the Work Order;
 - 4.5.2** a detailed description of the relevant Services, the scope of the Services, including any exclusions and the expected Deliverables;
 - 4.5.3** the approach, methodologies and standards applicable to the Services and/or Deliverables to be provided;
 - 4.5.4** acceptance and/or other evaluation criteria;

Initial: Contractor:

Initial: Operations Director Interfront:

- 4.5.5 the Contractor's reporting obligations, if any;
- 4.5.6 termination provisions to the extent different from those contained in this Agreement;
- 4.5.7 maintenance window (if applicable);
- 4.5.8 the provisions of this Agreement that are varied for purposes of the specific Work Order.

5. TERM

- 5.1 This Agreement shall commence on the Effective Date and will be annually renewable on the anniversary of the Effective Date. The annual renewal shall be subject to written confirmation by Interfront giving the Contractor not less than 90 (ninety) calendar days notice of its intention to renew the contract, unless terminated as provided for in **clause 23** hereof.
- 5.2 This Agreement and any subsequent renewal thereof shall terminate; subject to the provisions of **clause 5.1**; on **31 March 20XX** ("**Termination Date**").
- 5.3 Each Work Order shall commence on the date set forth in the applicable Work Order and continue until the Services and Deliverables under the Work Order are completed to the satisfaction of and accepted by Interfront unless the Work Order is terminated earlier in accordance with **clause 23**. Termination of this Agreement

Page 24 of 80

Initial: Contractor:

Initial: Operations Director Interfront:

shall not affect any Work Order, which has been entered into between the Parties and the Agreement shall endure until the termination of all Work Orders issued pursuant hereto. Termination of this Agreement shall have the effect that no further Work Order may be issued in terms hereof.

6. SERVICES

6.1 Overview of Services

6.1.1 The Contractor shall provide the services as may be agreed to in any relevant Work Order.

6.1.2 Interfront shall have the obligations as set out in this Agreement and any relevant Work Order, which shall include the Retained Responsibilities and the obligations to provide Interfront Resources and required access to Interfront Resources to the Contractor, where applicable. For the purpose of clarity, Interfront may retain a function either because it shall perform that function itself or because it shall retain a Third Party to perform such function.

6.2 Provision of Services

6.2.1 The Contractor shall perform the Services so that each Deliverable is consistent with the provisions of the Work Order or Change Order under which such Deliverable is provided.

Initial: Contractor:

Initial: Operations Director Interfront:

6.2.3 During the Term, when Interfront desires that the Contractor perform Services, Interfront shall prepare a Work Order in the form of **Annexure A** and/or **Annexure B** describing in writing the details of the work to be performed. Such description shall include the anticipated parameters and scope of the work, including Non-Operational and Operational Deliverables to be provided by the Contractor as part of the work, the make-up of the Team(s) required by skill sets for the performance of the Services and the timeline for completion of the work, including the timeline for the completion of each Deliverable.

6.2.4 Throughout each Work Order Term, the Contractor shall perform the services, functions and responsibilities described in the Work Order, provide the functionality described in the functional specifications, and otherwise perform in accordance with the technical specifications and Performance Criteria as provided therein, other than performing the Retained Responsibilities and providing Interfront Resources, if any.

6.3 Compliance with Applicable Laws

The Contractor shall: (i) perform its obligations in a manner that complies with all Applicable Laws; (ii) identify and procure on a pass-through expense basis required licenses, permits, certificates, approvals and inspections required for it to perform the Services including for the purchase, sale, importation, modification, improvement, development, installation and integration of the

Initial: Contractor:

Initial: Operations Director Interfront:

Deliverables; and (iii) use Commercially Reasonable Efforts to identify any licenses and permits required for Interfront or its Client's to use the Deliverables.

6.4 Resources

6.4.1 The Contractor shall be responsible for procuring and providing all resources (e.g. hardware, software, and personnel) and facilities necessary, appropriate, or required to perform the Services promptly and efficiently in accordance with the requirements of this Agreement and the applicable Work Order or Change Order, and to provide any Deliverables required under such Work Order or Change Order, other than any Interfront Resources.

6.4.2 The Contractor shall use the Interfront Resources in an efficient manner. The Contractor shall not use any of the Interfront Resources for any purpose other than providing Services to Interfront.

6.4.3 The Contractor shall ensure that all the Contractor's Personnel comply with all policies and procedures governing access to and use of Interfront Resources and facilities.

6.4.4 Where Interfront requests that the Contractor modify, plan, design, develop and/or implement Deliverables, and Interfront believes that the work is of a high priority to Interfront the Contractor shall use Commercially Reasonable Efforts to make available the Additional Resources required to meet Interfront's needs.

Initial: Contractor:

Initial: Operations Director Interfront:

6.5 Excused Performance

6.5.1 The failure by Interfront to perform any of the Retained Responsibilities or to provide Interfront Resources, other than Interfront's obligation to pay undisputed amounts owed to the Contractor under the Agreement within 20 (twenty) Business Days of Interfront's receipt of a written notice that Interfront failed to pay such amounts when due, shall not be deemed to be grounds for termination by the Contractor of the Agreement or of any Work Order. However, the Contractor shall be excused from a failure to perform an obligation under this Agreement or a Work Order to the extent such failure is caused by Interfront's failure to perform a Retained Responsibility or provide Interfront Resource/s and the Contractor takes the steps set forth in, and otherwise meets the requirements of, **clause 6.5.2.**

6.5.2 The Contractor shall be excused from a failure to perform the Services in accordance with the Agreement provided —

6.5.2.1 the Contractor establishes to Interfront's reasonable satisfaction that the failure is attributable to a factor outside the Contractor's control, other than an 'act of God'.

6.5.2.2 The Contractor has promptly notified Interfront in writing upon becoming aware of such factor; and the Contractor demonstrates to Interfront's reasonable satisfaction that it

Initial: Contractor:

Initial: Operations Director Interfront:

has used Commercially Reasonable Efforts to perform the Services, including by way of work-around or other means.

6.5.2.3 The Contractor's failure to perform any of the Services shall be excused only under this **clause 6.5** or under **clause 21**.

6.6 Cooperation

6.6.1 If Interfront performs itself or hires one or more Third Parties to perform some of the Services or any related services, the Contractor shall use Commercially Reasonable Efforts to cooperate and consult with such Third Parties and Interfront so that the Contractor, and the Third Parties provide the service to Interfront in as seamless a manner as is reasonably possible. Such cooperation shall include providing such information regarding the Services as Interfront and such Third Parties may reasonably request, including providing information of a technical nature.

6.6.2 The Contractor shall immediately notify Interfront if an act or omission of Interfront or a Third-Party service provider may interfere with the Contractor's provision of the Services in a timely fashion and shall work with Interfront to prevent or circumvent such problem or delay.

Initial: Contractor:

Initial: Operations Director Interfront:

6.7 Documentation

Upon delivering an Operational Deliverable, the Contractor shall provide Documentation that accurately reflects the design, structure, operations, capabilities and use of such Deliverable, and that: (a) explains the technical details of the Deliverable at a level and in a fashion necessary to enable Interfront's personnel with a reasonable level of technical experience to use, operate and support such Deliverables; and (b) explains the operation and use of the Deliverable at a level and in a fashion necessary to enable trained Interfront' personnel to use and operate such Deliverables.

6.8 Changes to the Services

6.8.1 The Contractor specifically acknowledges that changes to Deliverables to be provided under an executed Work Order are likely to occur, and that Interfront shall require such changes from time to time. The Contractor shall implement such changes upon Interfront's execution of a Change Order in the form of **Annexure C (Form of Change Order)**. Such Change Order shall include updated Deliverables, any altered timelines, the amended scope, and, to the extent that these changes will lead to the Contractor incurring additional cost in providing these changes.

6.8.2 Should Interfront wish to remove any Deliverable or any reduction in the provision of the Services then this may only be affected by a Change Order.

Initial: Contractor:

Initial: Operations Director Interfront:

7. ACCEPTANCE OF DELIVERABLES

7.1 Acceptance of Non-Operational Deliverables

Interfront shall Accept a Non-Operational Deliverable when it is of the view acting reasonably that such Deliverable is sufficient for its intended purpose.

7.2 Acceptance of Operational Deliverables

Interfront shall Accept an Operational Deliverable, and all its Related Deliverables, when Interfront successfully completes Testing of such Deliverable(s) in accordance with its own internal qualification process to test such Deliverables.

7.3 Delayed Acceptance

7.3.1 Acceptance of an Operational Deliverable is not successfully achieved within 20 (twenty) Business Days from the date that such Operational Deliverable and all its Related Deliverables are elevated into production, Interfront may, by promptly giving written notice to the Contractor, elect to require that the Contractor continue working on such Deliverable(s) for a further 40 (forty) Business Days from the date Interfront gives notice. In the event that Interfront does not require the Contractor to continue working on such Operational Deliverable(s) under this **clause 7.3.1**, or the Contractor's efforts under this **clause 7.3.1** are not successful, Interfront may either —

Initial: Contractor:

Initial: Operations Director Interfront:

7.3.1.1 Accept the Operational Deliverable and some or all of the Related Deliverables with the Material Errors; or

7.3.1.2 develop and implement a reasonable plan for the orderly removal from production of the Operational Deliverables, and all Related Deliverables provided by, or procured on Interfront's behalf by, the Contractor, and for the return of such Deliverables to the Contractor; and

7.3.1.3 develop and implement a reasonable plan for the orderly removal from production of hardware and software, and for the transfer of some or all of such hardware and software to the Contractor.

7.4 Interfront Acceptance Obligation

Interfront shall not unreasonably delay or withhold its Acceptance of any Deliverable.

8. INTELLECTUAL PROPERTY

8.1 General

Unless specifically agreed otherwise in a Work Order, the Parties agree that Interfront will own all rights, title and interest in and to the Intellectual Property Rights in Deliverables created by the Contractor for Interfront under the Agreement.

Initial: Contractor:

Initial: Operations Director Interfront:

8.2 Interfront's Intellectual Property

8.2.1 Interfront shall own all rights, titles, and interests, including all Intellectual Property Rights, in and to Interfront's Intellectual Property and Data. To the extent that the Contractor or its Sub-Contractor/s should by operation of law or otherwise acquire any right, title or interest, including any Intellectual Property Rights, in or to any of the Interfront Materials (including the Deliverables), the Contractor or its Sub-Contractor hereby irrevocably assigns, cedes, transfers and makes over to Interfront all such right, title and interest, including any Intellectual Property Rights therein. The Contractor undertakes to procure that all its personnel and the personnel of its Sub-Contractor/s irrevocably assign, cede transfer and makeover to Interfront all of the rights, title, and interests (including the Intellectual Property Rights) which the Contractor's or its Sub-Contractor's personnel may have or hold as at the Effective Date or at any time thereafter, in or to or related to the Interfront Materials (including the Deliverables), which assignment Interfront hereby accepts.

8.2.2 The Parties agree that Interfront will own all rights, title and interest in and to any Intellectual Property Rights of whatsoever nature arising out of the performance by the Contractor, its Sub-Contractor/s or its personnel or its Sub-Contractor/s personnel of its obligations in terms of this Agreement, including the Intellectual Property Rights in and to the Deliverables.

Initial: Contractor:

Initial: Operations Director Interfront:

- 8.2.3** The Contractor shall execute such documents, render such assistance and take such other actions as Interfront may request, at Interfront's expense to give effect to the provisions of this **clause 8**.
- 8.2.4** The Contractor hereby designates and appoints Interfront as the Contractor's agent and grants Interfront its power of attorney in *rem suam*, which appointment is coupled with an interest to act for and on behalf of the Contractor and its Sub-Contractor/s, to sign, verify and file any such documents and to take all such actions as may be necessary for Interfront to perfect its rights of ownership over such Intellectual Property Rights.
- 8.2.5** Interfront shall be entitled to cede, transfer and assign all such rights to any of its Clients without limitation and without the prior written consent of the Contractor and its Sub-Contractor/s.
- 8.2.6** Interfront and/or its Client, as the case may be, shall be entitled to dispose of any and all Intellectual Property Rights in its sole discretion, anywhere in the world, without the payment of any additional consideration to the Contractor and/or its Sub-Contractor/s.
- 8.2.7** Interfront hereby grants the Contractor the right, during the Term to use, copy, maintain, support, modify, enhance and create derivative works of any Interfront Intellectual Property provided to the Contractor by Interfront hereunder for the sole purpose of providing

Initial: Contractor:

Initial: Operations Director Interfront:

the Services to Interfront and/or its Clients pursuant to this Agreement.

8.2.8 The Contractor shall not use Interfront's Intellectual Property for the benefit of any entities other than Interfront and/or its Clients without Interfront's consent. Interfront reserves the right to withhold such consent in its sole discretion.

8.2.9 Except as otherwise requested or approved by Interfront, as of the Effective Date of any expiration or termination of the Agreement, or upon Interfront's earlier request, the Contractor shall cease all use of Interfront's Intellectual Property and promptly return to Interfront all such Interfront Intellectual Property in a form reasonably acceptable to Interfront or, if Interfront so elects, destroy all copies of such Interfront Intellectual Property in the Contractor's possession or control and certify such destruction to Interfront.

8.3 Contractor's / Third Party Intellectual Property

The Contractor shall not incorporate or embed any of the Contractor's or any Third-Party Intellectual Property in any Deliverable, without first (a) obtaining for Interfront or its Client, the License Rights; or (b) obtaining Interfront's or its Client's prior written consent, which Interfront or its Client's may give or withhold acting reasonably. The Contractor must, when requesting Interfront's and/or its Client consent, disclose the extent to which it shall use the Contractor's or Third Party Intellectual Property, whether or not the source code is

Initial: Contractor:

Initial: Operations Director Interfront:

available, the extent to which the Contractor's or Third Party Intellectual Property shall be embedded in a Deliverable, and the license rights it can obtain for Interfront or its Client. A decision by Interfront to decline to provide the consent described in sub-clause (b) shall not excuse the Contractor from the performance of any obligations under this Agreement.

9. RIGHTS IN REPORTS AND DATA

Notwithstanding the foregoing, Interfront shall have sole and exclusive ownership of all Interfront and Client Data and all data contained in reports generated by the Contractor, including all Intellectual Property Rights therein.

9.1 Return of Interfront Data

Upon Interfront's written request, the Contractor shall immediately return to Interfront, or destroy, any Interfront or Client Data in its possession or control. In addition, upon Interfront's written request, the Contractor shall promptly furnish to Interfront a written certification to the effect that upon the return or destruction of the Interfront or Client Data, no such Data is in its possession or under its control, either directly or indirectly.

Initial: Contractor:

Initial: Operations Director Interfront:

9.2 Source Code

With respect to Interfront's Intellectual Property created under the Agreement, and any other Contractor's Intellectual Property which is used or provided by the Contractor in connection with the Services and is required by Interfront to use, copy, maintain, support, modify, enhance and create derivative works of, any Deliverable, the Contractor shall provide Interfront with complete source code, object code and documentation therefor promptly upon Interfront's acceptance of the Deliverable containing such code.

10. REQUIRED CONSENT

10.1.1 The Contractor shall be responsible, at its sole cost, for obtaining Required Consents as promptly as is reasonably possible with respect to Intellectual Property Rights that are: (a) licensed by Interfront from Third Parties after the date of execution of a Work Order; and (b) required for the Contractor to perform the Services in accordance with the Agreement, but only to the extent such Intellectual Property Rights are described in the specifications for the Deliverables.

10.1.2 Pending receipt of such Required Consents and subject to Interfront's prior written approval, the Contractor shall implement such alternative approaches and workarounds as are necessary to perform the Services in accordance with the terms of this Agreement.

Initial: Contractor:

Initial: Operations Director Interfront:

11. CONFIDENTIALITY

11.1 Interfront and the Contractor acknowledge the great importance of the Confidential Information and recognise that the owner of such Confidential Information may suffer irreparable harm or loss in the event of such information being disclosed or used other than in accordance with the terms of this Agreement.

11.2 Interfront and the Contractor agree —

11.2.1 except as permitted by this Agreement, neither shall disclose nor publish any Confidential Information in any manner, for any reason or purpose whatsoever without the prior written consent of the owner of the Confidential Information;

11.2.2 except as permitted by this Agreement, neither shall utilise, employ, exploit or in any other manner whatsoever use the Confidential Information for any purpose whatsoever without the prior written consent of the owner of the Confidential Information; and

11.2.3 to take all practical steps, both before and after disclosure, to impress upon its personnel who are given access to Confidential Information the secret and confidential nature thereof.

11.2.4 Each Party shall maintain the confidentiality of the other Party's Confidential Information, using at least the same efforts as it uses to maintain the confidentiality of its own Confidential Information, and

Initial: Contractor:

Initial: Operations Director Interfront:

as otherwise required under Applicable Law and the terms of this Agreement.

11.2.5 Interfront and the Contractor each acknowledge that nothing in this Agreement confers any rights or license to Confidential Information.

11.2.6 In the event of any unauthorised access to, disclosure or loss of, or inability to account for, any Confidential Information, the Party responsible for protecting such Confidential Information shall promptly, at its own expense —

11.2.6.1 notify the other Party in writing;

11.2.6.2 describe in detail any accessed materials;

11.2.6.3 take such actions as may be necessary or reasonably requested by the other Party to minimise the violation; and

11.2.6.4 cooperate in all reasonable respects with the other Party to minimise the violation and any damage resulting from it, including returning any copied or removed materials.

11.3 Without limiting the generality of the other provisions of this **clause 11**, each Party shall restrict the dissemination of the Disclosing Party's Confidential Information to only those of the Contractor's Personnel who are actively involved in activities for which use of Confidential Information is authorised and then only on a 'need to

Initial: Contractor:

Initial: Operations Director Interfront:

know' basis. The Contractor shall initiate, maintain and monitor internal security procedures reasonably acceptable to Interfront to prevent unauthorised disclosure by the Contractor.

11.4 Without limiting the generality of the other provisions of this **clause 11**, upon Interfront's' written request, the Contractor shall immediately return to Interfront, or destroy, any Confidential Information of Interfront or its Client in the Contractor's possession or under its control. In addition, upon Interfront's written request, the Contractor shall promptly furnish to Interfront a written certification to the effect that upon the return or destruction of the Confidential Information, no such Confidential Information is in its possession or under its control, either directly or indirectly.

11.5 SARS Confidential Information

Interfront may disclose SARS' Confidential Information to the Contractor, and the Contractor may disclose such Confidential Information to its personnel, where —

11.5.1 such Contractor is performing Services under the terms of the SARS / Interfront MSA;

11.5.2 such disclosure is necessary or otherwise naturally occurs in the scope of such Contractor's responsibility and the responsibility of its personnel; and

Initial: Contractor:

Initial: Operations Director Interfront:

11.5.3 prior to performing any Services or receiving or accessing any of SARS' Confidential Information, the Contractor provides to Interfront: (i) an executed SARS Oaths of Secrecy/Solemn Declarations from each of its personnel on the SARS account; and (ii) a written agreement by such Subcontractor to comply with the provisions of **clause 8** and this **clause 11**.

11.6 Notwithstanding the foregoing, either Party may disclose the Confidential Information of the other to the Arbitration Foundation of Southern Africa or the arbitrators hearing a dispute under **clause 22** to the extent required to exercise its rights under this Agreement. Notwithstanding the foregoing, Interfront may disclose Confidential Information of the Contractor, and the Contractor may disclose Confidential Information of Interfront (other than information relating to Personal Information) to its attorneys or auditors, provided that such disclosure is reasonably required to enable the disclosing Party to conduct its business activities.

11.7 If a Party is required to disclose the Confidential Information owned by the other Party or a Third Party in terms of a requirement or request by operation of law, regulation or court order, the Party required to make such disclosure shall —

11.7.1 advise the other Party thereof prior to disclosure, if permitted by the Applicable Law, regulation or court order;

Initial: Contractor:

Initial: Operations Director Interfront:

- 11.7.2 take such steps to limit the extent of the disclosure to the extent that it lawfully and reasonably practically can;
- 11.7.3 afford the other Party a reasonable opportunity, if possible, to intervene in the proceedings; and
- 11.7.4 comply with the other Party's requests as to the manner and terms of any such disclosure.

12. DATA PROTECTION

- 12.1 Subject to **clause 12.3**, the Contractor shall not, and the Contractor shall ensure that it shall not —
 - 12.1.1 Process the Interfront or its Client's Data in any manner or for any purpose other than as set out in this Agreement and to the extent strictly necessary to provide the Services, except to the extent specifically requested to do otherwise by Interfront in writing; and/or
 - 12.1.2 cause Interfront or its Client to breach or contravene any applicable Data Protection Legislation.
- 12.2 The Contractor must notify Interfront in the event of the Contractor's non-compliance or breach of any applicable Data Protection Legislation.

Initial: Contractor:

Initial: Operations Director Interfront:

- 12.3** The Contractor shall comply with all directions and instructions which may be given by Interfront regarding the Processing of Interfront or Client Data.
- 12.4** The Parties specifically record that all Interfront and its Client Data shall constitute Confidential Information of Interfront or its Client.
- 12.5** Each Party warrants and undertakes that it shall at all times strictly comply with all Data Protection Legislation and with all provisions and requirements.
- 12.6** The Contractor shall not transfer Interfront or its Client Data across the border of the Republic of South Africa without the prior written consent of Interfront or its Client.
- 12.7** The obligations in this **clause 12** shall also apply to and extend to the Interfront or its Client Data disclosed or received by the Contractor prior to the Signature Date.
- 12.8** The Contractor shall maintain the security of the Services and the systems relating to such Services at a level that is no less secure than the security the Contractor then provides for its own systems and data and in accordance with Good Industry Practice.

Initial: Contractor:

Initial: Operations Director Interfront:

13. SERVICE FEES AND CHARGES

- 13.1** Unless otherwise agreed in writing, the Services required to be provided by the Contractor and paid for by Interfront shall be charged as set out and agreed to in the relevant Work or Change Order. Personnel Rates shall be based on the rates as quoted and set out in **Annexure D (“Personnel Rates”)** hereto, or as agreed to in writing between Interfront and the Contractor
- 13.2** The Contractor’s personnel shall keep contemporaneous records by completing individual, complete, and accurate timesheets on the Interfront system reflecting hours worked and comprehensive details of activities performed during such hours and these time sheets shall be presented on a weekly basis to Interfront for approval.
- 13.3** All charges shall include VAT and the Contractor shall comply with all Interfront’s requirements for invoicing VAT.
- 13.4** Utilisation of the Contractor’s personnel will be on an *ad-hoc* basis, as determined by project plans.
- 13.5** Any incidental cell phone or local travel costs incurred by the Contractor's personnel shall be deemed to be included in the hourly Personnel Rate.

Initial: Contractor:

Initial: Operations Director Interfront:

13.6 In the event that any of the Contractor's personnel are required to travel on behalf of Interfront, the Interfront travel policy shall be applicable, as communicated to the Contractor from time to time.

14. INVOICING AND PAYMENT

14.1 Invoicing

14.1.1 The Contractor shall invoice Interfront monthly unless agreed otherwise. Interfront undertakes to settle such undisputed amounts owed to the Contractor within 30 (thirty) business days following receipt of an invoice provided that such invoices are accurate and meet the requirements of this Agreement, into a bank account as designated by the Contractor provided in writing from time to time.

14.1.2 Any payment made by Interfront shall not imply acceptance, or be deemed to constitute acceptance, by Interfront of the obligations, Services, or Deliverables to which that payment relates (or any part thereof).

14.1.3 Interfront may withhold payment of any invoice which is not submitted in accordance with this Agreement or the applicable Work Order, or which covers or relates to any Deliverables, Services or obligations which have not been provided in accordance with this Agreement or the applicable Work Order, or which details or relates to any amounts which Interfront disputes, in good faith, are payable.

Initial: Contractor:

Initial: Operations Director Interfront:

14.2 Invoicing Errors

If an invoice is identified as incorrect, then the Contractor shall, at Interfront election, issue a corrected invoice (but only if the amount has not yet been paid), issue a credit note to Interfront, or make a correction on the invoice for the month following the month in which the incorrect invoice was issued if the amount has been paid.

14.3 Disputed Invoices

14.3.1 Should Interfront dispute any amount appearing on an invoice submitted to Interfront pursuant to this Agreement and/or a Work Order (the "Affected Invoice"), Interfront shall, within 7 (seven) Business Days of receipt of the Affected Invoice, notify the Contractor, in writing, of such dispute, specifying –

14.3.1.1 the Affected Invoice; the specific amount in dispute; and

14.3.1.2 the reasons or grounds for such dispute.

14.3.2 The Affected Invoice shall be resolved between the duly authorised representatives of the Contractor and Interfront within 14 (fourteen) Business Days of such dispute being notified by Interfront to the Contractor. Failing resolution, the provisions of **clause 22.2** shall apply.

Initial: Contractor:

Initial: Operations Director Interfront:

14.3.3 During the period of dispute of the Affected Invoice, the Contractor shall continue to render the Services to Interfront in accordance with the terms agreed upon in the Agreement and/or relevant Work Order, as applicable, and Interfront shall not be entitled to withhold any payment of the Charges due to the Contractor. The Parties shall endeavour to resolve the Affected Invoice timeously to ensure that no undue prejudice is suffered by either Party.

15. TAXATION

15.1 The Contractor will be responsible to make all payments as it is required to do in terms of the Income Tax Act, 1962 ("Act") or in terms of any regulations or tables promulgated or published in terms of the Act.

15.2 Should it later be determined that the Contractor is regarded as a personal services provider as defined in the Act, Interfront shall be entitled to deduct such amounts from the consideration payable to the Contractor as it is required to do in terms of the Act or in terms of any regulations or tables promulgated or published in terms of the Act.

15.3 In the event that Interfront becomes obliged to make any additional payments in respect of the consideration paid to the Contractor, it shall be entitled to deduct, with immediate effect, the full amount from the consideration due to the Contractor.

Initial: Contractor:

Initial: Operations Director Interfront:

15.4 The Contractor indemnifies Interfront, its Affiliates and Interfront Personnel against any cost, expense and/or liability incurred or sustained by Interfront as a result of the Contractor failing to comply with any of the provisions of the Act or any other applicable law or any income tax directive.

16. AUDITS

16.1 Interfront Audit Rights

16.1.1 The Contractor shall maintain a complete audit trail of all financial and non-financial transactions under this Agreement and all Work Orders sufficient to permit a complete audit thereof in accordance with this **clause 16**. The Contractor shall provide to Interfront, its internal or external inspectors and auditors, and its regulators (including all government entities having jurisdiction over Interfront or SARS) access at reasonable times to the Contractor's facilities from which Services are actually being performed, to the Contractor's Personnel, to the Personnel of the Contractor's Affiliates, and to information, records and documentation relating to the Services for the purpose of performing audits, tests, examinations, and inspections of the Contractor providing the Services in order to —

16.1.1.1 verify the accuracy of Charges and invoices;

16.1.1.2 verify the Contractor's compliance with the provisions of this Agreement;

Initial: Contractor:

Initial: Operations Director Interfront:

16.1.1.3 audit and inspect the conduct of the Contractor with respect to its operations and procedures relating to the Services or in the Contractor's performance of the Services;

16.1.1.4 verify the Contractor's compliance with Interfront and/or its Client's security practices;

16.1.1.5 compliance with provisions in respect of Intellectual Property Rights;

16.1.1.6 enable Interfront and /or its Client to comply with Applicable Law; and

16.1.1.7 enable Interfront and/or its Client's to comply with the requirements of any government regulators and other government entities having jurisdiction.

16.1.2 Without limiting the generality of the foregoing, the Contractor shall make all facilities from which the Services are being performed available for inspection by representatives of governmental agencies in compliance with all Applicable Law.

16.2 Audit Restrictions

16.2.1 Interfront shall require its auditors, inspectors and regulators to conduct audits in such a fashion so as to not unreasonably interfere

Initial: Contractor:

Initial: Operations Director Interfront:

with the Contractor's normal course of business, and to agree to confidentiality provisions substantially similar to those set forth in **clause 11**.

16.2.2 Interfront shall use Commercially Reasonable Efforts to provide the Contractor with reasonable prior written notice of Interfront's audits other than audits arising from Interfront's reasonable suspicion of fraud or data security issues, in which case no notice is required.

16.3 Cooperation

The Contractor shall provide Interfront's auditors, inspectors and regulators such assistance and cooperation as they may reasonably require, including cooperating with Interfront's independent auditors and internal accounting and audit personnel.

17. RECORD RETENTION

The Contractor shall maintain and provide to Interfront upon request access to the records, documents and other information required for Interfront to effectively exercise its audit rights under **clause 16** until the later of (i) 3 (three) years after expiration or termination of this Agreement; (ii) all pending matters relating to this Agreement (e.g. disputes) are closed; or (iii) such other period as is required by Applicable Law.

Initial: Contractor:

Initial: Operations Director Interfront:

18. WARRANTIES

18.1 Operational Deliverables

The Contractor represents and warrants that, subject to the last sentence of this provision, for a period of 3 (three) months following Acceptance ("**Warranty Period**"), each Operational Deliverable and any of its Related Deliverables shall operate in accordance with the functional specifications for such Deliverables and the technical specifications for such Deliverable without Material Errors. The terms of this **clause 18.1** shall survive any termination of this Agreement.

18.2 Work Standards

The Contractor represents and warrants that it shall perform its obligations under this Agreement with promptness and diligence and in a workmanlike manner, in terms of the practices and professional standards used in well-managed operations performing obligations similar to the Contractor's obligations under this Agreement. Without limiting the generality of the foregoing, the Contractor represents and warrants that it has and shall assign to perform the Services resources having the skills, experience and knowledge reasonably required to perform the Services.

Initial: Contractor:

Initial: Operations Director Interfront:

18.3 Safeguarding Interfront and Client Data

18.3.1 The Contractor represents and warrants that prior to the execution of any Work Orders under this Agreement, the Contractor shall implement reasonable appropriate technical and organisational safeguards against the unauthorised access to, and destruction, loss, or alteration of, Interfront or its Client Data which is at any time in the Contractor's possession, which safeguards are: (a) acceptable to Interfront and/or its Client; (b) no less rigorous than the most rigorous of the practices generally maintained by Interfront and/or its Client in respect of such Data, or maintained by the Contractor as of the Effective Date; and (c) that conform to Applicable Law including the Electronic Communications and Transactions Act, No. 25 of 2002 and Protection of Personal Information Act, No. 4 of 2013. The Contractor further represents and warrants that it shall maintain such safeguards for so long as it has any Interfront and/or its Client Data in its possession.

18.3.2 The Contractor represents and warrants that the Contractor shall not: (a) utilise Interfront or its Client Data for any purpose other than that of rendering the Services under this Agreement; (b) possess or assert any lien or other right against or to Interfront and/or its Client Data; (c) sell, assign, lease or otherwise dispose of Interfront and/or its Client Data; and (d) commercially exploit Interfront and/or its Client Data.

Initial: Contractor:

Initial: Operations Director Interfront:

18.4 Non-Infringement

The Contractor represents and warrants that —

- 18.4.1** it shall perform its responsibilities under the Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret or other Intellectual Property Rights or proprietary rights of any Third Party; and
- 18.4.2** the Deliverables and any other Intellectual Property it provides under this Agreement shall not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret or other Intellectual Property Rights or proprietary rights of any Third Party.

18.5 Authorisation

- 18.5.1** The Contractor represents and warrants to Interfront that —
 - 18.5.1.1** it has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement; and
 - 18.5.1.2** the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly

Initial: Contractor:

Initial: Operations Director Interfront:

authorised and approved by the requisite corporate action on the part of the Contractor.

18.5.2 Interfront represents and warrants to the Contractor that —

18.5.2.1 it has the requisite power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement; and

18.5.2.2 the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorised and approved by the requisite action on the part of Interfront.

18.6 Inducements

Each Party represents and warrants to the other that it has not violated any Applicable Laws or policies of the other of which it has been given notice, regarding the offering of unlawful inducements in connection with this Agreement.

18.7 Viruses

The Contractor shall use Commercially Reasonable Efforts to ensure that no Viruses or similar items are coded or introduced into the Deliverables or Interfront or its Client systems during the

Initial: Contractor:

Initial: Operations Director Interfront:

performance of any Services by the Contractor's Personnel. In the event that a Virus is coded or introduced or coded by the Contractor's Personnel, to the extent commercially reasonable, the Contractor shall at no additional charge, assist Interfront or its Client to reduce the effects of the Virus and, if the Virus causes a loss of operational efficiency or loss of data, to mitigate and restore such Losses.

18.8 Disabling Code

The Contractor represents and warrants that —

- 18.8.1** without the consent of Interfront and/or its Client, the Contractor shall not insert, or authorise Third Parties to insert, into an Operational Deliverable, any code that would have the effect of disabling, impairing or otherwise shutting down all or any portion of the Operational Deliverable, other than code provided by Interfront and/or its Client, and any code acquired by the Contractor on Interfront or its Client behalf and with Interfront and/or its Client approval, provided that in the case of code acquired by the Contractor on Interfront and/or its Client behalf, the Contractor has:
- (a) informed Interfront of the presence of such code prior to obtaining Interfront and/or its Client approval of the acquisition thereof; and
 - (b) other than with respect to Oracle, Microsoft, IBM and Adobe, used Commercially Reasonable Efforts to have any such code deleted or disabled by the licensor thereof; and

Initial: Contractor:

Initial: Operations Director Interfront:

18.8.2 with respect to any disabling code that may be part of an Operational Deliverable, the Contractor shall not invoke, or authorise a Third Party to invoke, such disabling code at any time, including upon expiration or termination of this Agreement or a Work Order for any reason, without Interfront and/or its Client consent.

18.9 Tax Compliance

The Contractor represents and warrants that as of the Effective Date it is in compliance with, and throughout the Term it shall remain in compliance with, all Applicable Laws relating to taxation in South Africa.

18.10 BBEE Compliance

The Contractor undertakes that as of the Signature Date it is in compliance with and throughout the Term it shall remain in compliance with, all applicable laws governing BBEE, including in particular:

18.10.1 compliance with criteria and codes published from time to time by the Department of Trade and Industry with which suppliers to government departments of the Republic of South Africa, as they may change from time to time, are required to comply, and

18.10.2 the procurement rules and policies of Interfront relating to BBEE as communicated by Interfront to the Contractor from time to time.

Initial: Contractor:

Initial: Operations Director Interfront:

.Pass-Through Warranties

18.10.3 Without limiting the generality of its other warranty obligations under this Agreement, with respect to components of Operational Deliverables purchased by the Contractor from Third Parties, the Contractor shall pass through to Interfront and/or its Client any warranty provided by such Third Party except to the extent prohibited by the terms of such warranty. The Contractor shall not take and shall ensure that none of the Contractor's Personnel takes any action or fails to take any action that may result in the cancellation of any such warranties.

18.10.4 The Contractor shall be under no obligation to procure warranty or Service maintenance services from such Third Parties except as expressly set forth in the applicable Work Order.

19. INSURANCE AND RISK OF LOSS

19.1 Insurance

19.1.1 The Contractor shall comply with Interfront's reasonable requirements regarding insurance as communicated to the Contractor from time to time. The Contractor shall do or omit nothing to impair or adversely affect any insurance policy taken out by Interfront, whether or not such policy covers the Contractor.

Initial: Contractor:

Initial: Operations Director Interfront:

19.1.2 Where so agreed in any Work Order, the Contractor shall on and after the Work Order's Commencement Date have and maintain in force, at its cost, adequate insurance coverage, including commercial general liability insurance, affording cover in the amount as agreed in the relevant Work Order.

19.1.3 The Contractor shall maintain such additional insurance cover as Interfront may from time to time during the Term reasonably require the Contractor to obtain, provided that the Contractor shall be entitled to require Interfront to pay the actual cost incurred by it in obtaining such insurance cover, on a pass through basis; and provided further that the Contractor shall use such insurer as Interfront may prescribe, in order to obtain the most cost effective insurance cover.

19.2 Risk of Loss

Each Party shall be responsible for the risk of loss of, and damage to, any hardware or other asset of the other in its possession or under its control. Any hardware in the possession or control of the Contractor Personnel or agents (including couriers, freight companies and the like) shall be deemed to be under the control of the Contractor.

Initial: Contractor:

Initial: Operations Director Interfront:

20. LIMITATION OF LIABILITY

20.1 General Intent

Subject to the specific provisions of this **clause 20**, it is the intent of the Parties that each Party shall be liable to the other Party for any actual damages incurred by such Party as a result of the other Party's failure to perform its obligations in the manner required by this Agreement.

20.2 Liability Restrictions

20.2.1 Subject to **clause 20.2.3** below, in no event shall a Party be liable for indirect or consequential damages, even if such Party has been advised of the possibility of such damages in advance and whether the same are foreseeable or not.

20.2.2 Subject to **clause 20.2.3**, each Party's liability to the other in respect of direct damages shall be limited to an amount equal to the amounts paid by Interfront under the Agreement in the 12 (twelve) months preceding the date on which the event(s) giving rise to the claim arose. For clarity, this amount shall be calculated on an aggregate basis by reference to all Work Orders and Change Orders executed under this Agreement on or before the day the claim for damages arose.

Initial: Contractor:

Initial: Operations Director Interfront:

20.2.3 The limitations set out in **clauses 20.2.1** and **20.2.2** shall not apply with respect to —

20.2.3.1 damages occasioned by the wilful misconduct or gross negligence of a Party;

20.2.3.2 damages occasioned by a breach by a Party of **clause 11**;

20.2.3.3 damages occasioned by a breach by the Contractor of **clause 18**. Notwithstanding the foregoing, in the case of a breach by the Contractor of the representation and warranty under **clause 7.2**, **clauses 20.2.1** and **20.2.2** shall apply;

20.2.3.4 damages occasioned by improper or wrongful termination of this Agreement by the Contractor in whole or in part or abandonment by the Contractor of some or all of its obligations hereunder;

20.2.3.5 claims of personal injury, including indemnification for a Third Party personal injury claim;

20.2.3.6 amounts covered by insurance under **clause 19.1** by the Contractor's insurance carriers, but not in excess of the coverage required under **clause 20.2.2**;

Initial: Contractor:

Initial: Operations Director Interfront:

20.2.3.7 Losses occasioned by a claim against which the Contractor indemnifies Interfront;

20.2.3.8 Losses occasioned by a claim against which Interfront indemnifies the Contractor; and

20.2.3.9 Charges properly owed by Interfront to the Contractor.

20.2.4 Each Party shall have a duty to mitigate its damages arising from the other Party's breach of the Agreement.

21. FORCE MAJEURE

21.1 Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent: (i) the default or delay is caused, directly or indirectly, by fire, flood, elements of nature, or any other 'act of God' beyond the reasonable control of the Party; and (ii) the non-performing party is without fault and the default or delay could not have been prevented by reasonable precautions ("**Force Majeure Event**"). Subject to **clause 21.2**, if there is a Force Majeure Event, the non-performing Party is excused from further performance for as long as such circumstances prevail and the Party continues to use its Commercially Reasonable Efforts to recommence performance. Any Party so delayed shall promptly notify the Party to whom performance is due and describe the circumstances causing the delay.

Initial: Contractor:

Initial: Operations Director Interfront:

- 21.2** If a Force Majeure Event substantially prevents or delays delivery of a Deliverable for more than 30 (thirty) Business Days (or such longer period as Interfront may agree in its sole discretion), then at Interfront's option, Interfront may cancel the underlying Work Order for the Deliverable as of a date specified by Interfront. The Contractor shall be entitled to retain any amounts paid for Deliverables under such Work Order that have already been Accepted by Interfront.
- 21.3** For purposes of clarity, in the event a Party fails to perform a task (e.g. Interfront's performance of a Retained Responsibility) or achieve a milestone (e.g. the Contracting achieving Acceptance of a Deliverable) on or before the date required under this Agreement due to a Force Majeure event, such date and each date required under the Agreement thereafter shall be extended on a day for day basis for as long as the circumstances giving rise to the Force Majeure Event prevail and the Party continues to use its Commercially Reasonable Efforts to achieve performance by the date required under the Agreement. Any Party so delayed shall promptly notify the Party to whom performance is due and describe the circumstances causing the delay.
- 21.4** A termination or cancellation of a Work Order under **clause 21.2** shall not be treated as a termination for convenience.
- 21.5** Interfront shall not be responsible for any Charges for Services that are not performed, including as a result of a Force Majeure Event.

Initial: Contractor:

Initial: Operations Director Interfront:

22. DISPUTE RESOLUTION

22.1 Generally

Any dispute between the Parties arising out of or relating to this Agreement, including with respect to the interpretation of any provision of this Agreement and with respect to the performance by the Contractor or Interfront, shall be finally settled as provided in this **clause 22.**

22.2 Informal Dispute Resolution

22.2.1 Prior to the initiation of formal dispute resolution procedures, the Parties shall first attempt to resolve their dispute informally in accordance with the procedure set forth in this **clause 22.2.**

22.2.2 Upon the written request of a Party, any dispute, which arises between the Parties, shall be referred to a joint committee of representative of Interfront and the Contractor. The joint committee shall meet as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue that the Parties believe to be appropriate and germane in connection with its resolution.

22.2.3 The joint committee shall discuss the problem and attempt to resolve the dispute without the necessity of any formal proceeding. During the course of the discussion, all reasonable requests made by one

Initial: Contractor:

Initial: Operations Director Interfront:

Party to another for non-privileged information, reasonably related to this Agreement, shall be honoured in order that each of the Parties may be fully advised of the other Party's position. The specific format for the discussions shall be left to the discretion of the relationship managers.

22.2.4 Formal proceedings for the resolution of a dispute may not be commenced until the earlier of: (i) the joint committee conclude in good faith that amicable resolution through continued negotiation of the matter does not appear likely; or (ii) 10 (ten) Business Days after the initial written request for Informal Dispute Resolution pursuant to **clause 22.2.2**. This period shall be deemed to run notwithstanding any claim that the process described in this **clause 22.2** was not followed or completed).

22.2.5 This **clause 22.2** shall not preclude either Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending completion of the process contemplated in this **clause 22.2**.

22.3 Formal Dispute Resolution

22.3.1 Any dispute of whatsoever nature which arises out of or in connection with this Agreement, including any dispute as to the validity, existence, enforceability, interpretation, application, implementation, breach, termination or cancellation of this Agreement or as to the Parties' rights and/or obligations in terms of this Agreement or in connection with any documents furnished by the Parties in terms of

this Agreement, which is not resolved in the manner referred to in **clause 22.2**, shall be submitted to binding arbitration before a single arbitrator in terms of this **clause 22.3** and, except as otherwise provided herein, the rules for the time being as stipulated by the Arbitration Foundation of Southern Africa ("**AFSA**").

22.3.2 This **clause 22.3** shall not preclude either Party from obtaining urgent or interim relief from the High Court of South Africa or any other competent organs of state created for the specific purpose of regulating the business or industry activities in which the Parties are engaged.

22.3.3 The arbitrator shall, if the dispute is —

22.3.3.1 primarily an accounting matter, be an independent practising accountant of not less than 10 (ten) years' standing as such;

22.3.3.2 primarily a technical matter, be an independent technical expert with at least 10 (ten) years experience in technology; or

22.3.3.3 primarily a legal matter, be an attorney of not less than 10 (ten) years' standing as such or a practising senior counsel.

Initial: Contractor:

Initial: Operations Director Interfront:

22.3.4 Such arbitrator shall be agreed upon in writing by the Parties; provided that if the Parties do not, within 3 (three) Business Days after the date on which the arbitration is demanded, agree in writing as to the nature of the dispute and the identity of the arbitrator, the arbitrator shall, irrespective of the nature of the dispute, be appointed by the Chairman of AFSA or its successor-in-title upon request by either Party to make such appointment after expiry of such 3 (three) Business Days.

22.3.5 The arbitration shall be held as quickly as possible after it is demanded with a view to its being completed within 20 (twenty) Business Days after it has been so demanded.

22.3.6 Promptly after the arbitrator has been appointed, either Party shall be entitled to call upon the arbitrator to fix a date when and where the arbitration proceedings shall be held and to settle the procedure and manner in which the arbitration proceedings shall be held. The arbitration proceedings shall be held in Cape Town, Republic of South Africa.

22.3.7 The Parties shall direct the arbitrator to allocate the costs of the arbitration in the manner the arbitrator deems appropriate.

22.3.8 Any order or award that may be made by the arbitrator —

22.3.8.1 absent manifest error, shall be final and binding;

22.3.8.2 shall be carried into effect; and

22.3.8.3 may be made an order of any competent court.

22.3.9 This **clause 22.3** constitutes an irrevocable consent by the Parties to any proceedings in terms hereof.

22.3.10 To the extent that under the terms of this **clause 22.3**, a Party is entitled to resort to the High Court of South Africa, each of the Parties hereby irrevocably submits to the jurisdiction of the Cape of Good Hope Division of the High Court of South Africa for the institution and hearing of any legal proceedings permitted under this **clause 22.3**.

22.4 Continued Performance

Each Party agrees to continue performing its obligations under this Agreement while any dispute is being resolved.

23. TERMINATION

23.1 Termination for Cause by Interfront

23.1.1 Interfront may, by giving notice to the Contractor, terminate for cause one or more Work Orders or Change Orders in whole or in part, or this Agreement and all Work Orders and Change Orders, as of a date specified in the notice of termination in the event that the Contractor —

Initial: Contractor:

Initial: Operations Director Interfront:

- 23.1.1.1** breaches a material obligation under this Agreement including a Work Order or Change Order, which breach is not cured within 20 (twenty) Business Days after written notice of breach from Interfront to the Contractor, including a breach of **clauses 8** or **clause 11**;
- 23.1.1.2** commits numerous breaches of one or more Work Orders that collectively constitute a material breach;
- 23.1.1.3** In the event that the MSA is terminated or any Project concluded pursuant to the MSA is terminated, Interfront reserves the right to terminate this Agreement or one or more Work Orders, in whole or in part, at any stage during the Term by giving the Contractor 1 (one) calendar month's prior written notice. Interfront shall have no liability to the Contractor with respect to such termination, other than for payment of the Contractor's charges for the Services actually and properly rendered prior to the effective date of such termination.
- 23.1.1.4** the Contractor becomes insolvent or compromises with its creditors; or
- 23.1.1.5** undergoes a change of control other than by reason of a transfer from one shareholder of the Contractor as of the Effective Date to another shareholder as of such date; or

Initial: Contractor:

Initial: Operations Director Interfront:

23.1.1.6 if the Contractor is placed on the Register of Tender Defaulters or the List of Restricted Suppliers as maintained by National Treasury.

23.1.2 In the event that Interfront elects to terminate the Contractor for cause under **clause 23.1.1**, Interfront may elect in its sole discretion to retain the Deliverables that the Contractor has already provided to Interfront. In such event, Interfront shall have no liability to the Contractor with respect to such termination including for termination fees, other than for the Contractor's Charges under **clause 13** for Services actually rendered with respect to the Deliverables Interfront retains in accordance with the requirements of the Agreement prior to the Effective Date of the termination.

23.2 Termination for Cause by the Contractor

23.2.1 The Contractor shall be entitled to terminate this Agreement immediately on written notice to Interfront if Interfront is in breach of any of its obligations under this Agreement and Interfront has failed to remedy that breach within 20 (twenty) business days after receiving written notice from the Contractor requiring it to remedy that breach, or such other additional days or dates as agreed between the Parties, provided that where the breach relates to the non-payment of any undisputed amounts which are due and payable to the Contractor, the Contractor shall not be entitled to terminate this Agreement unless —

Initial: Contractor:

Initial: Operations Director Interfront:

23.2.1.1 the Contractor has given Interfront written notice of such breach and informed Interfront in such notice that non-payment will result in termination of this Agreement; and

23.2.1.2 Interfront has failed to make payment of such amounts within 20 (twenty) business days of receiving such written notice.

23.3 Termination for Convenience by Interfront

23.3.1 Interfront may terminate one or more Work Orders or Change Orders in whole or in part, or this Agreement and all Work Orders and Change Orders for convenience and without cause by giving the Contractor at least 6 (six) months' written prior notice (which notice may be given only once 6 (six) months from the Effective Date have elapsed), designating the termination date.

23.3.2 Interfront shall have no liability to the Contractor with respect to a termination under **clause 23.3.1**, other than the Contractor's Charges under **clause 13** for Services actually rendered in accordance with the requirements of the Agreement prior to the Effective Date of the termination.

23.4 Disengagement Assistance

23.4.1 Commencing 60 (sixty) Business Days prior to the expiration of this Agreement or any Work Order, or commencing upon any notice of

Initial: Contractor:

Initial: Operations Director Interfront:

termination (including notice of a termination by the Contractor), and for up to 60 (sixty) Business Days after such date, the Contractor shall provide to Interfront, such assistance as Interfront may reasonably request to facilitate the transition of the Services to Interfront or its designee in as a seamless a manner as possible ("**Disengagement Assistance**").

23.4.2 Without limiting the generality of the foregoing, the Contractor shall deliver to Interfront such information as Interfront may reasonably request (e.g. maintenance and training records, Documentation) on the date reasonably specified by Interfront. Assistance provided under this **clause 23.4** shall be charged at a rate agreed to between Interfront and the Contractor.

24. NOTICES

24.1 Each Party chooses as its domicilium citandi et executandi for all purposes of this Agreement, including for purposes of serving any court process or other documents, giving any notice or making any other communications as follows —

<u>Name</u>	<u>Physical Address</u>	<u>Facsimile</u>
Interfront	3 rd Floor St Andrews Building Somerset Links Office Park De Beers Avenue Somerset West	(021) 840 3401

Marked for the attention of: Head: Operations Director

Name

**Physical
Address**

Facsimile

The Contractor

Marked for the attention of:

- 24.2** All notices, requests, demands, and determinations under this Agreement (other than routine operational communications), shall be valid and effective only if in writing. Such notices, requests, demands and determinations under this Agreement shall be deemed duly given only when delivered by hand during ordinary Business Hours or by registered mail in a properly addressed envelope to a responsible person at the addressee's domicile.
- 24.3** Either Party may by notice to the other Party change its domicile to another physical address in the Republic of South Africa and the change shall take effect on the 7th (seventh) day after the date when the notice is duly given.
- 24.4** The Parties record that whilst they may correspond via email during the currency of this Agreement for operational reasons, no formal notice is required in terms of this Agreement, nor any amendment or variation to this Agreement may be given or concluded via email.

Initial: Contractor:

Initial: Operations Director Interfront:

25. RELATIONSHIP OF PARTIES

25.1 The Contractor, in furnishing the Services hereunder, is acting as an independent contractor. Neither Party is an agent of the other or has any authority to represent the other as to any matters, except as expressly authorised in this Agreement.

25.2 Unless expressly authorised by this Agreement, neither of the Parties (nor their respective agents) shall have the authority or right, nor shall any Party hold itself out as having the authority or right, to assume, create or undertake any obligation of any kind whatsoever, express or implied, on behalf of or in the name of the other Party.

26. GENERAL

26.1 Binding Nature and Assignment

This Agreement shall be binding on the Parties hereto and their respective successors and assigns. Neither Party may, or shall have the power to, assign this Agreement without the consent of the other.

26.2 Non-Solicitation

26.2.1 The Parties agree that they shall not during the term of this Agreement and for a period of twelve (12) months after the termination or expiration of the relevant Work Order, in any capacity, whether directly or indirectly, without the written consent of the other

Initial: Contractor:

Initial: Operations Director Interfront:

Party offer employment to or cause employment to be offered to or cause to be employed any person employed or contracted by the other Party and engaged by the last-mentioned Party in the provision of Services.

26.2.2 The Parties further agree that the aforesaid provisions are fair and reasonable and go no further than is necessary to protect the interests of the Parties in respect of their staff.

26.2.3 This **clause 26.2** does not preclude any Party from employing staff of the other Party who applied for a vacancy pursuant to an advertisement in the media advertising such vacancy.

26.2.4 The provisions of this **clause 26.2** shall survive the cancellation or termination of this Agreement for the six (6) month period pursuant to the termination of a Work Order.

26.3 Whole Agreement

26.3.1 This Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.

Initial: Contractor:

Initial: Operations Director Interfront:

26.3.2 This Agreement supersedes and replaces any and all agreements between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to the subject matter hereof.

26.4 Variations and Waivers

No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorised representative of the Party against which such change, waiver, or discharge is sought to be enforced.

26.5 Governing Law

This Agreement shall in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) be governed by the laws of the Republic of South Africa which is applicable to agreements executed and wholly performed within the Republic of South Africa.

26.6 Licenses and Permits

Except as otherwise expressly set forth in this Agreement, the Contractor shall be responsible for obtaining all applicable licenses, authorisations, approvals, certifications, registrations, and permits required in connection with the performance of the Services and to otherwise carry out its obligations hereunder, and shall have financial

Initial: Contractor:

Initial: Operations Director Interfront:

responsibility for, and shall pay, all fees and taxes associated with such licenses, authorisations and permits.

26.7 Monitoring and Changes to Law

26.7.1 The Contractor shall monitor Applicable Laws that apply to Third Party Service Providers of goods and services generally, companies in South Africa generally, providers of technology services and software generally and identify any proposed changes to Applicable Law.

26.7.2 Upon identifying a change or a proposed change described in **clause 26.7.1**, or being notified by Interfront of such a change, the Contractor shall promptly analyse the impact of such change or proposed change on the Services, notify Interfront of such impact, and propose to Interfront changes to the Services, if any, that are, or in the case of a proposed change may be, required. Interfront shall promptly review such proposal, and upon Interfront's approval, the Contractor shall promptly implement such changes to the Services as well as any other changes requested by Interfront and reasonably required as a consequence of a change described in **clause 26.7.1**. The Contractor shall be solely responsible for any fees, costs or expenses incurred in the monitoring of the Applicable Laws in terms of **clause 26.7.1**.

Initial: Contractor:

Initial: Operations Director Interfront:

26.8 Severability

All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

26.9 Consent and Approval

26.9.1 Except where expressly provided as being in the sole discretion of a Party, where agreement, approval, acceptance, consent, or similar action by either Party is required under this Agreement, such action shall not be unreasonably delayed or withheld.

26.9.2 An approval, acceptance, consent or similar action by a Party (including of a plan or deliverable) under this Agreement shall not relieve the other Party from responsibility for complying with the requirements of this Agreement, nor shall it be construed as a waiver

Initial: Contractor:

Initial: Operations Director Interfront:

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

26.9.3 The Contractor may only rely on an approval, consent or other decision by Interfront that has been made in writing by an Interfront employee who has authority to give such approval or consent or make such decision under Interfront's delegation of authority policy, as it may change from time to time.

26.10 No Indulgences

No latitude, extension of time or other indulgence which may be given or allowed by either Party to the other in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of either Party arising from this Agreement and no single or partial exercise of any right by either Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by that Party or operate as a waiver or a novation of or otherwise affect any of its rights in terms of or arising from this Agreement or estop or preclude it from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of either Party in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other

Initial: Contractor:

Initial: Operations Director Interfront:

or further exercise thereof or the exercise of any other right, power or privilege.

26.11 Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

26.12 Third Party Beneficiaries

Except as set out in this Agreement, this Agreement is entered into solely between, and may be enforced only by, Interfront and the Contractor; and this Agreement shall not be deemed to create any rights in Third Parties, including suppliers of a Party, or to create any obligations of a Party to any such Third Parties.

26.13 Counterparts

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the Parties hereto.

Initial: Contractor:

Initial: Operations Director Interfront:

27. SIGNATURE

Signed on behalf of the Parties, each signatory hereto warranting that he/she has due authority to do so.

SIGNED at _____ on this ____ day of _____ 2024

**For and on behalf of
International Frontier Technologies SOC Ltd**

Signature

Name of Signatory

Designation

Initial: Contractor:

Initial: Operations Director Interfront:

SIGNED at _____ on this ____ day of _____ 2024

For and on behalf of
Contractor

Signature

Name of Signatory

Designation

Initial: Contractor:

Initial: Operations Director Interfront: