

SCHEDULE I (EXIT ASSISTANCE)

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INSTRUCTIONS FOR RESPONDING TO THIS DOCUMENT:

General Guidelines

- These RFP documents contain the key legal terms and conditions that the Supplier will be required to comply with in relation to this Project.
- Eskom requires the Supplier to comply with the requirements as written, and compliance with these RFP documents will be a critical component of Supplier's response to the RFP.
- The Supplier must complete Schedule Q (Supplementary Terms), as it is a mandatory requirement. Non-compliance will result in the Supplier being disqualified from further evaluation.

1. GENERAL

1.1. Exit Assistance Services

1.1.1. The Supplier shall:

- 1.1.1.1. perform the services described in this Schedule I (Exit Assistance);
- 1.1.1.2. perform the Exit Assistance Services in compliance with Schedule R (Information Security Requirements) and Schedule P (Operator Agreement), ensuring that all Exit Assistance activities (including transfer of Eskom Data, Materials and any Assigned Personnel records) meet the security, privacy, and POPIA compliance requirements. Any breach of these obligations shall constitute a material breach of this Agreement;
- 1.1.1.3. ensure that all Exit Assistance Services are designed to achieve business continuity and interoperability, enabling Eskom to continue to perform the Terminated Services independently or with Successor Suppliers without dependency on Supplier proprietary tools, formats, or processes; and
- 1.1.1.4. otherwise provide (and ensure that the Subcontractors provide) the assistance, services and access requested by Eskom, to enable the transfer of the Terminated Services to Successor Suppliers;

(together, the **“Exit Assistance Services”**).

1.1.2. The Supplier will perform the Exit Assistance Services in such a manner so that:

- 1.1.2.1. the Terminated Services are transferred to the Successor Supplier in an efficient and orderly manner without degradation or interruption of performance;

- 1.1.2.2. the impact on the Service Recipient's business (including their personnel and customers) and the internal and third-party costs incurred by Eskom (including any tax liability in respect of transferring assets) in transferring the Terminated Services are minimised;
- 1.1.2.3. the Terminated Services continue to be performed by the Supplier until the Termination Date has occurred without disruption or deterioration, except as approved by Eskom and included in the Exit Management Plan;
- 1.1.2.4. there is a knowledge transfer as part of which Eskom and the Successor Supplier are provided with any information held by the Supplier or a Subcontractor that is reasonably required to perform services replacing or reasonably equivalent to the Terminated Services following the Termination Date;
- 1.1.2.5. all services forming part of the Terminated Services continue during the Exit Assistance Period up to, in accordance with section 1.2.1 below, the relevant Termination Date; and
- 1.1.2.6. Eskom is able, at its option, to receive services similar to the Terminated Services, independent of the Supplier following Termination.
- 1.1.3. If there is more than one Successor Supplier, the Exit Assistance Services will be performed in respect of each Successor Supplier.
- 1.2. Approach to Exit Transfer
 - 1.2.1. Eskom will be entitled to determine (and change) by providing written notice to the Supplier the approach to be taken to the transfer of the Terminated Services, including:
 - 1.2.1.1. the transfer of the Terminated Services from the Supplier to the Successor Supplier may either occur:
 - 1.2.1.1.1. on the Termination Date; or

1.2.1.1.2. over a period, and in accordance with a timetable, specified by Eskom with a corresponding reduction in the Terminated Services over that period as the transfer of the Terminated Services occurs. The Charges will be adjusted in accordance with the mechanisms for adjusting the Charges set out in Schedule D (Charges) or, where no adjustment mechanism exists in relation to the Terminated Services, in accordance with the Change Management Procedure to reflect such changes (provided that all Terminated Services will cease being performed no later than the Termination Date).

1.2.2. Eskom may require interim changes to be made to the Services to enable the transfer of the Terminated Services.

1.3. Exit Management Plan

The Parties acknowledge and agree that there are 2 (two) types of exit management plans:

- 1.3.1. the “**Generic Exit Plan**” being the draft plan that is maintained by the Supplier through the Term that assumes a baseline scenario of a transfer of the Services at the end of the Term to Eskom or another Successor Supplier, as further described in section 1.4;
- 1.3.2. the “**Exit Management Plan**” being the plan provided by the Supplier to Eskom in connection with a Termination, consistent in all respects with the principles and requirements set out in this Schedule, which builds upon the most current draft Generic Exit Plan maintained pursuant to section 1.4 and sets out the detailed plan, requirements, dependencies and procedures for the exit of the Agreement or any Service.

1.4. Generic Exit Plan

- 1.4.1. Within 6 (six) Months of the Effective Date, the Supplier will deliver the Generic Exit Plan to Eskom for its comments and review. Such Generic Exit Plan shall be consistent in all respects with the principles and requirements set out in this Schedule and shall set out the steps and dependencies for an exit using, as its assumed base, the scenario of an exit at the end of the Term from the Supplier to Eskom

or another Successor Supplier. The Supplier will incorporate the reasonable comments or suggestions of Eskom and will finalise the Generic Exit Plan within 1 (one) Month following receipt of Eskom's comments or suggestions. The final Generic Exit Plan will be subject to Eskom's written approval.

1.4.2. The Generic Exit Plan will be reviewed by the Parties on the 1st (first) anniversary of the Service Commencement Date, on the 3rd (third) anniversary of the Service Commencement Date, and 180 (one hundred and eighty) days prior to the 5th (fifth) anniversary of the Service Commencement Date, and will be updated by the Supplier within 1 (one) Month following such review to incorporate agreed changes and amendments and to reflect the then-current Services being performed, so that the Generic Exit Plan remains current.

1.4.3. The Supplier shall not use AI Tools, automated migration technologies, or cloud-based data transfer solutions in the preparation or execution of the Generic Exit Plan or Exit Management Plan unless Eskom has provided its prior written approval. Eskom shall be entitled to review proposed technologies, require supporting documentation (including audit logs), and mandate reversibility testing where cloud tools are utilised.

1.5. Exit Management Plan

1.5.1. The Supplier will deliver the Exit Management Plan to Eskom within 10 (ten) Business Days of written Notice by Eskom, except that, in the case of a Termination by Eskom in accordance with the Terms and Conditions, such period will be reduced to 5 (five) Business Days. Eskom will review the Exit Management Plan and provide the Supplier with its reasonable comments and input on such plan, and the Supplier will incorporate such reasonable comments into the final Exit Management Plan within 21 (twenty-one) days.

1.5.2. The Exit Management Plan will clearly and in detail:

1.5.2.1. give effect to any approach to the Exit Assistance Services specified by Eskom in accordance with section 1.1.3;

- 1.5.2.2. describe actions to be taken by the Supplier in performing the Exit Assistance Services (without limitation to any other actions requested by Eskom pursuant to this Schedule during the Exit Assistance Period);
- 1.5.2.3. subject to section 1.5.5, describe in detail any Eskom and/or Successor Supplier tasks (including an estimate of the specific staffing required);
- 1.5.2.4. describe how the transfer of the Assigned Personnel will be achieved in accordance with Appendix I-1 (Transfer of Assigned Personnel); (together, the “**Exit Assistance Services**”).
- 1.5.2.5. describe how any transfer of Software (if any) will be achieved, including a reasonable plan for the maintenance of each transferring system and the transfer of any licences;
- 1.5.2.6. specify the detailed information that will be provided (having regard to the categories of information set out in Appendix I-2 (Exit Assistance Data));
- 1.5.2.7. describe any outstanding items planned but not yet delivered (such as outstanding Deliverables) or unresolved Disputes and any areas of risk to Eskom which would impact the ongoing provision of the Terminated Services;
- 1.5.2.8. set out the timetable for the transfer of each element of the Terminated Services (including key milestones to track the progress of the transfer of the Terminated Services);
- 1.5.2.9. set out the design to achieve business continuity and interoperability, enabling Eskom to continue to perform the Terminated Services independently or with Successor Suppliers without dependency on Supplier proprietary tools, formats, or processes;
- 1.5.2.10. specify acceptance criteria and testing procedures to confirm whether the transfer of the Terminated Services has been successfully completed.

- 1.5.3. Following Eskom's approval of, and authorisation to proceed with the final Exit Management Plan, the Supplier will perform the Exit Assistance Services in accordance with the Exit Management Plan.
- 1.5.4. During the Exit Assistance Period, either Party may propose changes to the Exit Management Plan and the Supplier will proactively recommend changes that are necessary or desirable. Any changes to the Exit Management Plan will be subject to the other Party's approval (not to be unreasonably withheld).
- 1.5.5. Eskom (or Successor Supplier) tasks to be performed in respect of Exit Assistance Services will only apply where:
 - 1.5.5.1. the task is reasonable and there is no other practical manner in which the Supplier can perform the Exit Assistance Services without such task being performed by Eskom or Successor Supplier; or
 - 1.5.5.2. Eskom notifies the Supplier that Eskom wishes to perform such task.
- 1.6. Exit Assistance Management
 - 1.6.1. For each Exit Management Plan:
 - 1.6.1.1. the Supplier will appoint a senior project manager as its exit assistance manager who will be responsible for the overall performance of the relevant Exit Assistance Services and who will be the primary point of contact for Eskom in respect of those Exit Assistance Services during the relevant Exit Assistance Period; and
 - 1.6.1.2. Eskom will appoint a senior project manager as its exit assistance manager who will be the primary point of contact for the Supplier during the relevant Exit Assistance Period,

(the “**Exit Assistance Managers**”).

- 1.6.2. The Exit Assistance Managers will be appointed by the relevant date specified in the Generic Exit Plan or Exit Management Plan.
- 1.6.3. The Supplier will manage the Exit Assistance Services in accordance with Eskom’s directions, including:
 - 1.6.3.1. resolving any incidents or problems arising with respect to the Exit Assistance Services;
 - 1.6.3.2. defining an escalation process, as approved by Eskom, to be used if there is a failure in any part of the transfer of the relevant Terminated Services to Eskom or another Successor Supplier (as applicable); and
 - 1.6.3.3. establishing, as directed by Eskom, and maintaining the necessary communications and interfaces between any of:
 - 1.6.3.3.1. the Supplier and each relevant Subcontractor (as applicable); and
 - 1.6.3.3.2. Eskom, each relevant Service Recipient and Successor Supplier (as applicable).
- 1.6.4. Both Parties will use Commercially Reasonable Efforts to ensure that any issues or disputes in relation to the Exit Assistance Services and/or Terminated Services are resolved promptly by the relevant Exit Assistance Managers. Where the Exit Assistance Managers are unable to resolve the dispute within 5 (five) Business Days, it will be escalated in accordance with the Dispute Resolution Procedure.
- 1.6.5. Where required by the Exit Management Plan (or as otherwise requested by Eskom), the Supplier will provide individuals with the required expertise to perform Exit Assistance Services who are not currently performing Services.
- 1.6.6. The Supplier will monitor progress of all tasks and responsibilities in the Exit Management Plan (whether the responsibility of any of the Parties or any Third Party) against the Exit Management Plan and promptly escalate to Eskom any failures (or potential failures) to perform any tasks or responsibilities, including failures by Eskom or any Successor Supplier.

- 1.6.7. The Supplier shall coordinate Exit Assistance Services in accordance with Schedule L (Cooperation Agreement), ensuring multi-supplier governance structures and dispute resolution mechanisms apply to all Exit Assistance activities.
- 1.6.8. The Supplier will provide reports to Eskom (not less than once a week during the Exit Assistance Period) which:
- 1.6.8.1. describe the progress of the Exit Assistance Services against the Exit Management Plan; and
 - 1.6.8.2. identify any risks encountered during the performance of the Exit Assistance Services and propose steps to mitigate such risks.
- 1.6.9. The Parties will hold certain meetings in respect of the Exit Assistance Services (together with such other ad hoc meetings as may be required by Eskom), to be specified in the Agreement.
- 1.6.10. Eskom may appoint, during the Exit Assistance Period, a Successor Supplier to operationally manage the Supplier in its performance of the Exit Assistance Services and any Terminated Services. The Supplier will follow the direction of such Successor Supplier only to the extent that:
- 1.6.10.1. the Supplier would be obliged to follow Eskom's directions under this Agreement; and
 - 1.6.10.2. Eskom has authorised the Successor Supplier to give such directions and has notified the Supplier of such authorisation.

1.7. Confidentiality and Security Compliance

- 1.7.1. Prior to any Successor Supplier, other than Eskom or any other member of the Eskom Group, being provided with any Supplier Confidential Information as part of the Exit Assistance Services, Eskom will enter into a confidentiality agreement with the Successor Supplier on terms substantially similar to those set out in the Terms and Conditions or as otherwise agreed by the Parties.

1.8. Transfer of Assigned Personnel

1.8.1. The Parties will comply with their respective obligations described in Appendix I-1 (Transfer of Assigned Personnel).

2. **PRE-TERMINATION EXIT ASSISTANCE REQUIREMENTS**

2.1. Bid Assistance

2.1.1. For the avoidance of doubt, nothing in this Schedule or the Agreement will limit Eskom's right to request any information from the Supplier, and the Supplier will provide such information within 5 (five) days of the request, or such other period as stipulated by Eskom.

2.1.2. At any time during the Term (whether before or during any Exit Assistance Period), the Supplier will, as requested by Eskom, reasonably cooperate and provide assistance with any bid or tender process that Eskom runs in relation to any of the Terminated Services (or potential Terminated Services) including:

2.1.2.1. providing information, reports and data for inclusion in Eskom's request for information and request for proposals, including such information as set out in the table in section 2 of the Appendix I-2 (Exit Assistance Data) (the "**Information Release Table**");

2.1.2.2. providing the information set out in the 'Bid Assistance' column of the Information Release Table set out in Appendix I-2 (Exit Assistance Data);

2.1.2.3. answering questions raised by potential Successor Suppliers; and

2.1.2.4. allowing potential Successor Suppliers to perform reasonable due diligence activities in respect of the relevant Services, including providing reasonable access to facilities from where the Services are performed (subject to the Supplier's standard security requirements), the Supplier Support Systems and Service Personnel (including Service Personnel located off Eskom Sites); provided that such due diligence will be performed in such a reasonable manner so that it does not materially disrupt Service performance (or Eskom waives such disruption in advance, including disruption to Service Level Performance).

2.1.3. The bid assistance to be performed pursuant to section 2.1.1 will be at least to the level:

2.1.3.1. that would be required for reasonably skilled and experienced third-party service providers to:

2.1.3.2. prepare an informed, non-qualified offer for the relevant Terminated Services; and

2.1.3.3. not be disadvantaged compared to the Supplier (if the Supplier is invited to participate) in respect of access to information; and

2.1.3.4. in any event, no less than the cooperation and assistance provided by Eskom to the Supplier prior to the Effective Date.

2.2. Return of Data and Materials

2.2.1. The Supplier will, and will ensure that all Subcontractors will, provide Eskom with (or delete, at Eskom's written request) the Materials and data identified in the Terms and Conditions.

2.2.2. The Supplier will, on demand, defend, indemnify and keep indemnified Eskom Connected Entities against any Indemnified Losses that may be assessed against or incurred by such Eskom Connected Entities arising out of, or in connection with, any inaccurate or incomplete Eskom Data provided by a Supplier Connected Entity or Subcontractor in relation to a Terminated Service or the Exit Assistance Services. For the avoidance of doubt, any provision of this Schedule which contemplates performance or

observance subsequent to any termination or expiration shall survive any termination or expiration of the applicable Agreement and continue in full force and effect.

- 2.2.3. Upon expiry or Termination of this Agreement for any reason, or upon Eskom's written request at any time, the Supplier shall return to Eskom all Eskom Data (including all copies, backups and associated metadata) in open, non-proprietary, machine-readable formats that are commonly used and capable of being imported into alternative systems without material transformation, loss of fidelity or degradation of data quality.
- 2.2.4. The Supplier warrants that Eskom Data shall be provided in a manner that ensures full data portability, migration of such Eskom Data to any Third Party, Successor Supplier or Eskom's system without dependency on the Supplier's proprietary tools, software, licences, Application Programming Interface ("API") or services.
- 2.2.5. All Eskom Data returned under this clause shall be complete, accurate and up to date as at the date of extraction. The Supplier shall implement appropriate controls to ensure data integrity during extraction and transfer, including validation mechanisms, and shall certify in writing that the Eskom Data provided is complete and unaltered.
- 2.2.6. Data return and migration activities shall be performed within the timeframes reasonably specified by Eskom and, where applicable, in accordance with the approved Transition Plan. Eskom shall retain uninterrupted access to Eskom Data throughout the migration process until Eskom has confirmed successful receipt and usability of the Eskom Data in the target environment.
- 2.2.7. The Supplier shall not charge Eskom additional fees for providing Eskom Data in the required formats or for reasonable migration and portability assistance required as a consequence of Termination or Transition.

2.3. Information

2.3.1. At any time during the Term (whether before or during any Exit Assistance Period), as requested by Eskom, the Supplier will within 5 (five) Business Days following the request, provide Eskom with:

2.3.1.1. the information and data listed in Appendix I-2 (Exit Assistance Data), subject to the schedule for the delivery of such information as set out in the Information Release Table at Appendix I-2 (Exit Assistance Data); and

2.3.1.2. any other information relating to the Services which would be reasonably required by a reasonably skilled and experienced provider of services to continue to perform the Terminated Services without disruption or deterioration following the Termination Date.

2.3.2. Subject to section 1.6.10.2 (Confidentiality and Security Compliance), Eskom may provide the information identified in section 2.3.1 to Successor Supplier (or potential Successor Supplier).

2.3.3. The Supplier will provide updates to the information provided pursuant to this Schedule, as reasonably requested by Eskom, during the Exit Assistance Period.

2.4. Knowledge Transfer

2.4.1. All data and/or knowledge or know-how obtained during knowledge transfer (or through knowledge transfer) shall constitute Eskom Data and shall be proprietary to Eskom. The Supplier undertakes to refrain from utilising any of the aforementioned data.

2.4.2. The Supplier will provide knowledge transfer services to Successor Supplier, any relevant Service Recipients and Eskom as reasonably required by Eskom, including:

2.4.2.1. explaining policies, processes, procedures and systems used to perform the Terminated Services;

- 2.4.2.2. answering questions in respect of the information provided pursuant to this Agreement;
- 2.4.2.3. making subject matter experts within the Service Personnel available for meetings with Eskom and/or Successor Supplier to discuss any of the same; and
- 2.4.2.4. for reasonable periods during the Exit Assistance Period prior to the Termination Date, allowing Successor Supplier personnel to work alongside Service Personnel who are performing the Services and who are not transferring to Successor Supplier pursuant to Appendix I-1 (Transfer of Assigned Personnel) on a collaborative basis, to shadow their role and enable knowledge transfer.

2.5. Cooperation

- 2.5.1. As requested by Eskom, the Supplier will cooperate with, and ensure that the relevant Subcontractors cooperate with, the Successor Supplier during the Exit Assistance Period. In particular, the Supplier will cooperate with any Third Party designated by Eskom, including, but not limited to, entering into a Co-operation Agreement.

2.6. Change Freeze

- 2.6.1. The Supplier will, unless otherwise approved by Eskom, ensure that no material changes are made:

- 2.6.1.1. for the 6 (six) Month period prior to the Termination Date in the case of expiry; or

- 2.6.1.2. during the period of any Termination Notice to the Terminated Services,

- (including to any Software or other facilities used to perform the Terminated Services), other than changes necessary for the continued performance of the Terminated Services in accordance with the Performance Standards.

2.7. Backlogs

2.7.1. The Supplier will perform its obligations under the Agreement so that there is not a backlog of work as of the Termination Date.

3. **POST-TERMINATION EXIT ASSISTANCE**

3.1. Post-Termination Services

3.1.1. Following the final Termination Date, the Supplier will perform ad hoc services to enable Eskom to complete the transition of the Terminated Services and receive the benefit of the services replacing the Terminated Services ("Post-Termination Services"), as requested by Eskom. Unless otherwise agreed, Eskom shall not be liable to pay any additional charges in respect of such Post-Termination Services.

3.1.2. Such Post-Termination Services may include but shall not be limited to:

- 3.1.2.1. responding to requests from Successor Supplier for further knowledge transfer in accordance with section 2.4 (Knowledge Transfer);
- 3.1.2.2. responding to requests for data relevant to the Services, including Records (provided that the Supplier still has access to such data). Where the data originally provided by the Supplier as part of the Exit Assistance Services is insufficient, inaccurate, incomplete or corrupt, the provision of any data as part of Post-Termination Services will not be additionally chargeable by the Supplier; and
- 3.1.2.3. completing or giving effect to any of the Exit Assistance Services that were otherwise to be carried out pursuant to this Schedule but were not completed prior to the final Termination Date.

4. TRANSFER OF ASSETS AND GRANT OF RIGHTS

4.1. Obtaining Rights during Term

4.1.1. In respect of the contracts referred to in section 4.3.1, the Supplier will do the following before introducing them into the Services:

4.1.1.1. the Supplier will use Commercially Reasonable Efforts to obtain for Eskom and/or the relevant Service Recipients the rights specified in section 4.3 (Option to Transfer Contracts);

4.1.1.2. if the Supplier is unable to obtain any of those rights, the Supplier will notify Eskom and/or the relevant Service Recipients of its inability together with:

4.1.1.3. the terms, if any, on which the third party is willing to grant those rights; and

4.1.1.4. the cost, viability and relevant terms applicable for any alternative Software or contracts which the Supplier reasonably believes may be a substitute for the Software or contracts.

4.2. Option to Purchase Equipment

4.2.1. At any time during the Term (whether before or during any Exit Assistance Period), as requested by Eskom, the Supplier will provide a list of the Equipment that:

4.2.1.1. is owned by the Supplier or a Subcontractor or is leased by the Supplier or a Subcontractor as part of the performance of the Services for Eskom or the other Service Recipients; and

4.2.1.2. that is used exclusively or predominantly in the performance of the Services in relation to which the information is requested (as specified by Eskom).

- 4.2.2. The list will specify for each item of Equipment: the manufacturer, model, configuration, age, location, and function in the provision of the relevant Services and its fair market and net book value, as of the date on which the information was requested.
- 4.2.3. Eskom will have the option to buy (or arrange for Successor Supplier to buy) any of the Equipment that falls within section 4.2.1 at any point during the Term. Eskom may exercise such option in relation to all or any of such Equipment (the “Purchased Equipment”). If Eskom exercises such option, then:
- 4.2.3.1. the Supplier will sell (or procure the sale of) the Purchased Equipment to Eskom or Successor Supplier with full title guarantee, irrevocably and unconditionally, free of all liens, security interests or other encumbrances with effect from such date as is specified by Eskom (or such other date as the Parties may agree);
 - 4.2.3.2. Eskom will pay, in accordance with Schedule D (Charges), an amount equal to the (as of the transfer date) the lower of the net book value (using the Supplier’s standard accounting policies, consistently applied) and fair market value for the Purchased Equipment;
 - 4.2.3.3. to the extent permitted by any third-party grantor, the Supplier will assign to Eskom (or Successor Supplier) the benefit of any warranties (where the equipment is within the warranty period) relating to the Purchased Equipment (which the Supplier will use Commercially Reasonable Efforts to obtain);
 - 4.2.3.4. where applicable, and as requested by Eskom, the Supplier will decommission the Purchased Equipment and prepare it for transportation (including packaging) or make it available for collection by Eskom or a Successor Supplier. Eskom or the relevant Successor Supplier will verify in writing that the goods have been collected;
 - 4.2.3.5. risk in the Purchased Equipment will pass to Eskom only upon collection by Eskom; and

- 4.2.3.6. the Supplier will execute or provide any title, bills of sale, invoices or other documents as may be required to give effect to this section 4.2 and to perfect the transfer of title to Eskom or a Successor Supplier.
 - 4.2.4. If Eskom elects not to purchase any such Equipment, the Supplier will be responsible for the de-commissioning and re-use or safe disposal of the same (including, if it contains any Eskom Data, cleansing the same to the standards specified in this Agreement).
 - 4.2.5. The Supplier will provide Eskom, and/or Successor Supplier with such assistance as is required to ensure the migration of Eskom Software, Eskom Data or Materials from any Equipment which Eskom does not wish to acquire, to alternative Equipment, or secure deletion (as required by Eskom).
- 4.3. Option to Transfer Contracts
- 4.3.1. At any time during the Term (whether before or during any Exit Assistance Period), as requested by Eskom, the Supplier will provide a list of contracts between a third party and either the Supplier or a Subcontractor that are:
 - 4.3.1.1. leases for Equipment that are used exclusively or predominantly in the performance of the Services in relation to which the information is requested (as specified by Eskom);
 - 4.3.1.2. maintenance contracts for any Equipment that falls within section 4.2.1;
 - 4.3.1.3. licences and maintenance contracts for any Software that is installed on any Equipment that falls within section 4.2.1 or that is otherwise used by the Supplier in performing the Services.
 - 4.3.2. The Supplier will provide further information about such contracts as reasonably required by Eskom and in accordance with the delivery schedule set out in Appendix I-2 (Exit Assistance Data), if applicable.

4.3.3. Eskom will have the option to require that any of the contracts specified in section 4.3.1 are assigned from the Supplier (or the Subcontractor) to Eskom or, at Eskom's option, a Successor Supplier. Eskom may exercise such option in relation to all or any such contracts that it wishes to transfer at any time during the Term. If Eskom exercises such option, then, in respect of the contracts referred to in section 4.3.1:

- 4.3.3.1. the Supplier will, at Eskom's written request, obtain the consent of the relevant third party to such assignment;
- 4.3.3.2. if Eskom elects to transfer the contract and the third party consents to the assignment pursuant to section 4.3.1, the Supplier (or the relevant Subcontractor) will enter into an assignment agreement with Eskom (or the relevant Successor Supplier) and the third party in a form substantially similar to that set out in Appendix I-3 (Assignment Agreement) or as otherwise agreed by Eskom (or the relevant Successor Supplier) and the third party; if the third party does not agree to the assignment of the contract, but agrees to allow the Supplier to cede its rights under the contract, then, at Eskom's request, the Supplier (or the relevant Subcontractor) will cede its rights under such contract to Eskom (or the relevant Successor Supplier);
- 4.3.3.3. the assignment (or cession) will take effect from such date as is specified by Eskom (or such other date as the Parties may agree);
- 4.3.3.4. the Supplier will pay all costs, fees and expenses payable under the contract in respect of the period up to and including the date of transfer and will take all steps to minimise any deferred charges payable in respect of future services;
- 4.3.3.5. Eskom will pay all costs, fees and expenses payable under the contract in respect of the period following the date of transfer; and
- 4.3.3.6. Eskom will not be liable to pay any fees charged by a third party in respect of the novation or assignation of the contract.

- 4.3.4. Without prejudice to the remainder of this section 4.3, the Supplier acknowledges and agrees that Eskom may at any time independently approach any of the counterparties to any of the contracts specified in section 4.3.1 with a view to negotiating the assignment of rights under, or transfer (including by way of novation) of, the relevant contracts with the relevant counterparties, without the Supplier's involvement, and that the Supplier shall not be entitled to object to, or raise any Claim against Eskom or the relevant counterparties in respect of, the same.

Appendix I-1

Transfer of Assigned Personnel

1. Cessation of Services

1.1. Restriction on Changes

1.1.1. the Supplier undertakes that for the period:

1.1.1.1. of 12 (twelve) months before the expiry of the Term; or

1.1.1.2. beginning as soon as it becomes aware that some or all of the Services are to cease to be provided earlier than the expiry of the Term,

1.1.1.3. Either period is referred to as the "Run-Down Period". During the Run-Down Period, the Supplier shall not, and shall procure that the relevant Successive Supplier does not, without the prior written consent or instruction of Eskom:

1.1.1.3.1. materially vary existing, or introduce new, terms, conditions and benefits of employment (including discretionary terms and benefits) of;

1.1.1.3.2. increase or decrease the numbers of, redeploy (except in accordance with Eskom's instructions in accordance with section 1.2), dismiss or replace (unless a Service Personnel has resigned or been dismissed for gross misconduct and the replacement is employed on materially the same terms and conditions as the Service Personnel being replaced); or

- 1.1.1.3.3. increase to any material degree the proportion of working time spent on the Service by any of the Service Personnel, and shall not take any steps to oblige Eskom, any Eskom Connected Entity or a Successor Supplier to do so after the relevant Supplier Employer ceases to employ any of the Service Personnel.

1.2. Provision of information by the Supplier

1.2.1. The Parties acknowledge and agree that section 197 of the Labour Relations Act 66 of 1995 as amended ("**LRA**") may apply to the termination of the provision of all or any of the Services or of this Agreement and/or the introduction of a Successor Supplier to perform the whole or any part of the Services in the Supplier's stead. Regardless of whether a competent court has found that the provisions of section 197 of the LRA apply or not, Eskom may, at its sole discretion and subject to the Assigned Personnel agreeing thereto, require the Supplier to transfer all or some of the Assigned Personnel to a Successor Supplier. The Supplier shall, within 10 (ten) days of a written request by Eskom made at any time during the Run-Down Period, provide to Eskom in respect of each Service Personnel assigned to the Services at that time:

- 1.2.1.1. the information required to be given in respect of the Service Personnel that will transfer in terms of section 197 of the LRA;
- 1.2.1.2. copies of all contracts of employment and other employment related agreements (if any) applicable to the Service Personnel;
- 1.2.1.3. full details of all salaries, benefits, pensions data and other pertinent employment information regarded as necessary for Eskom or Successor the Supplier to assess financial obligations and liabilities regarding the Service Personnel;
- 1.2.1.4. full details of any claim being made or anticipated to be made by any of the Service Personnel;
- 1.2.1.5. full details of any enhanced redundancy scheme operated for the benefit of the Service Personnel;
- 1.2.1.6. copies of written job descriptions;

- 1.2.1.7. full details of accrued annual leave entitlement and recent absences from work in excess or likely to be in excess of four continuous weeks;
- 1.2.1.8. subject to the terms of section 1.2, a list of the Service Personnel who are likely to transfer in terms of section 197 of the LRA or whom Eskom may elect should transfer to Successor Supplier on the cessation of the Services (the “Assigned Personnel”) and their respective years of service with the Supplier.
- 1.2.1.9. If required by Eskom, written confirmation, with supporting evidence, as to why the Supplier believes that any member of the Service Personnel falls into the category of Assigned Personnel; and
- 1.2.1.10. a breakdown of which part of the Services each Assigned Personnel is assigned to.
- 1.2.1.11. “**Assigned Personnel**” shall mean for purposes of this section 1.2 Service Personnel who, at the termination of this Agreement, is actively and as a regular part of his or her duties predominantly engaged in rendering the Services or may, if Eskom elects (at its sole discretion), be Service Personnel whom Eskom requires the Supplier to transfer to Successor Supplier.
- 1.2.2. The Supplier shall, within 10 (ten) days of a written request by Eskom made at any time during the Run-Down Period, provide Eskom with, in respect of any Subcontractor to whom the Supplier has subcontracted any of the Services, a list of all individuals who performed work for the Supplier and their respective years of service.
- 1.2.3. The Supplier warrants to Eskom and any Successor Supplier that the information provided under this section 1.1.1.3.3 will be complete and accurate in all respects as at the date the information is provided.
- 1.2.4. The Supplier will procure that any information that has been given pursuant to this section 1.1.1.3.3 that has materially changed or become materially inaccurate in any way be updated and corrected within 5 (five) Business Days of the information changing or becoming inaccurate.

- 1.2.5. The list of Assigned Personnel to be provided under this section 1.2.4:
- 1.2.5.1. should contain substantially the same people as were last disclosed by the Supplier pursuant to Schedule O (HR Provisions) other than to account for reasonable turnover of staff that have left since the date of the prior disclosure;
 - 1.2.5.2. must be amended by the Supplier to remove any person that Eskom, acting reasonably, does not consider the Supplier has justified is assigned to the Services pursuant to the transfer in terms of section 197 of the LRA; and
 - 1.2.5.3. must be amended by the Supplier to remove any person that Eskom has not elected to transfer to the Successor Supplier in the event that Eskom is of the view that the provisions of section 197 of the LRA do not apply but nevertheless require some or all of the relevant employees to transfer to a Successor Supplier.
- 1.2.6. The Parties shall, as soon as possible but in any event by no later than 10 (ten) days after the Supplier has provided the list in terms of section 1.2.1 attempt to reach agreement on the final list.
- 1.2.7. In the event that agreement cannot be reached, the dispute resolution provisions set out in the Agreement will apply.
- 1.2.8. The Parties confirm that the Supplier must, before the termination of the provision of all or any of the Services or this Agreement, or before the date on which a Successor Supplier commences rendering the whole or any part of the Services in the Supplier's stead, reach agreement with the Successor Supplier on the items listed in section 197(7) of the LRA in respect of the Assigned Personnel, regardless of whether the provisions of section 197 of the LRA apply.
- 1.2.9. The Supplier agrees that it will take all reasonable, necessary and practical steps required to give effect to the transfer of the Assigned Personnel to the Successor Supplier as set out in section 197 of the LRA or as elected by Eskom, including providing reasonable assistance to the Successor Supplier by engaging with the Assigned Personnel in relation to their intended transfer to the Successor Supplier.

Appendix I-2 Exit Assistance Data**1. EXIT ASSISTANCE DATA****1.1 Introduction**

- 1.1.1 This Appendix I-2 (Exit Assistance Data) sets out the types of information, data and materials that will be provided by the Supplier in accordance with section 2.3.1.1 of this Schedule, as requested by Eskom.

1.2 General

- 1.2.1 The Supplier will provide all information necessary to enable the seamless transfer of the Terminated Services to the Successor Supplier in accordance with this Schedule. In relation to information held by Subcontractors, the Supplier shall procure the information from the Subcontractors and supply it to Eskom.

- 1.2.2 In addition, the Supplier will provide Eskom with such information as may be reasonably necessary to enable Eskom and any other third party to comply with their obligations to inform and, where necessary, consult with the Assigned Employees and/or their appropriate representatives pursuant to the provisions of section 197 of the LRA or in circumstances where Eskom elects that only some of the Assigned Employees transfer to the Successor Supplier.

- 1.2.3 Without prejudice to section **Error! Reference source not found.**, the Information Release Table describes:

- (a) the categories of information that the Supplier will capture, maintain, update and store; and
- (b) the level of detail in relation to that information which will be provided to Eskom upon the relevant trigger point (as described in section 1.2.4 below),

as part of the Exit Assistance Services.

1.2.4 the Supplier will provide at Eskom's request, and Eskom is entitled to, disclose to Successor Supplier:

- (a) the information categorised in the "Bid Assistance" column of the tables set out in section 2 at any time during the Term;
- (b) the information categorised in the "Successor Supplier Down-Selection" column of the tables set out in section 2 from the point that Eskom notifies the Supplier that Successor Supplier has been down-selected ("Successor Supplier Down-Selection");
- (c) the information categorised in the "Transition" column of the tables set out in section 2 from the point that Exit Assistance Services commence; and
- (d) the information categorised in the "Service Handover" column of the table set out in section 2 immediately prior to the service commencement date for Successor Supplier.

2. INFORMATION RELEASE TABLE

2.1. Personnel

Category of Information (in relation to the relevant Service(s))	Trigger Point and Level of Detail			
	Bid Assistance	Successor Supplier Down-Selection	Transition	Service Handover
In respect of the personnel performing the relevant Services: (a) organisation charts; (b) job titles; (c) job descriptions; (d) length of continuous service; (e) Subcontractor details (including, for each Subcontractor, whether that Subcontractor's	In respect of the personnel performing the relevant Services, anonymised details of: (a) organisation charts; (b) job titles; (c) job descriptions; (d) length of continuous service; (e) Subcontractor details (including, for each Subcontractor, whether that Subcontractor's	Information in respect of Assigned Personnel, including full details of: (a) organisation charts; (b) job titles; (c) job descriptions; (d) length of continuous service; (e) Subcontractor details (including, for each Subcontractor, whether that Subcontractor's personnel are staff or contractors and Eskom	(a) In respect of the Assigned Personnel, full details of terms and conditions of employment (including salaries, pension details and other benefits) and copies of all employment contracts. (b) In respect of all other Service Personnel transferring to Successor Supplier to perform the relevant Services, full details of the terms and conditions of engagement	Full copies of employment records in relation to the Assigned Personnel.

Category of Information (in relation to the relevant Service(s))	Trigger Point and Level of Detail			
	Bid Assistance	Successor Supplier Down-Selection	Transition	Service Handover
personnel are staff or contractors and Eskom dedicated on a full time or shared basis); (f) other personnel provided to the Supplier through a third party; (g) numbers of staff engaged on the Services (by location, status and whether they are dedicated on a full time or shared basis); (h) Key Service	personnel are staff or contractors and Eskom dedicated on a full time or shared basis); (f) other personnel provided to the Supplier through a third party; (g) numbers of staff engaged on the Services (by location, status and whether they are dedicated on a full time or shared basis); (h) Key Service Personnel positions; (i) generic details of trade	dedicated on a full time or shared basis); (f) other personnel provided to the Supplier through a third party; (g) numbers of staff engaged on the Services (by location, status and whether they are dedicated on a full time or shared basis); (h) Key Service Personnel positions; (i) specific details of trade union representation and collective	(including rates charged to the Supplier, benefits and pension details) and copies of all engagement contracts.	

Category of Information (in relation to the relevant Service(s))	Trigger Point and Level of Detail			
	Bid Assistance	Successor Supplier Down-Selection	Transition	Service Handover
Personnel positions; (i) details of trade union representation and collective agreements; and (j) accurate historical cost information for full-time contractors.	union representation and collective agreements; and (j) accurate historical cost information for full-time contractors.	agreements; and (j) accurate historical cost information for full-time contractors.		
Contracts of employment, policies, documents, files, details, records or information (whether stored electronically or otherwise) that relate to an employee or that employee's terms and conditions of	Generic terms and conditions of employment (including a summary of the pension benefits) and details of recent absences from work in excess or likely to be in excess of four (4) continuous weeks, and employment related	More detailed and updated generic terms and conditions of all employment (including details of benefits) and details of recent absences from work in excess or likely to be in excess of four (4) continuous weeks, and employment related	Updated information from Successor Supplier Down-Selection.	Updated information from Successor Supplier Down-Selection.

Category of Information (in relation to the relevant Service(s))	Trigger Point and Level of Detail			
	Bid Assistance	Successor Supplier Down-Selection	Transition	Service Handover
employment and details of all terms and conditions, remuneration and benefits.	disputes and claims.	disputes and claims.		

2.2. Subcontractor and Third-Party Contracts

Category of Information (in relation to the relevant Service(s))	Trigger Point and Level of Detail			
	Bid Assistance	Successor Supplier Down-Selection	Transition	Service Handover
In relation to each third-party contract entered into by the Supplier Group (or by a Subcontractor or third party) regarding the Services: (a) the type of contract;	Summaries of Subcontractor and third-party contracts including: (a) the type of contract, such as maintenance	Redacted copies of Subcontractor and third-party contracts as identified by Eskom or Successor Supplier	None.	None.

Category of Information (in relation to the relevant Service(s))	Trigger Point and Level of Detail			
	Bid Assistance	Successor Supplier Down-Selection	Transition	Service Handover
(b) a description of service being provided; (c) whether the contract exclusively relates to the Services; (d) whether the contract can be assigned, transferred or otherwise transferred to Eskom or a Third-Party Supplier; (e) the licences, rights or permissions granted pursuant to the contract by the third party; (f) amounts payable pursuant to the terms of such contract; (g) the remaining term of contract and termination rights; and (h) contact details of the third party.	or support services; (b) a description of service being provided; (c) whether the contract exclusively relates to the Services; (d) whether the contract can be assigned, transferred or otherwise transferred to Eskom or a Third-Party Supplier; (e) the licences, rights or permissions granted pursuant to the	including: (a) the type of contract, such as maintenance or support services; (b) a description of service being provided; (c) whether the contract exclusively relates to the Services; (d) whether the contract can be assigned, transferred or otherwise transferred to		

Category of Information (in relation to the relevant Service(s))	Trigger Point and Level of Detail			
	Bid Assistance	Successor Supplier Down-Selection	Transition	Service Handover
	contract by the third party; (f) amounts payable pursuant to the terms of such contract; (g) the remaining term of contract and termination rights; and (h) contact details of the third party.	Eskom or a Third-Party Supplier; (e) the licences, rights or permissions granted pursuant to the contract by the third party; (f) amounts payable pursuant to the terms of such contract; (g) the remaining term of contract and termination rights; and (h) contact details of the third party.		

2.3. Operational

Category of Information (in relation to the relevant Service(s))	Trigger Point and Level of Detail			
	Bid Assistance	Successor Supplier Down-Selection	Transition	Service Handover
Any data that Eskom or a Third-Party Supplier need in order to continue to perform the Services, together with access to such data, including: (a) any information relating to the Services reasonably requested by Eskom or a Third Party the Supplier to continue to perform the Services without disruption or deterioration following the relevant Termination Date, including: (i) Reports; (ii) Service Level statistics; and	Summary data and statistics (e.g. regarding service performance) in relation to: (a) any information relating to the Services reasonably requested by Eskom or a Third-Party Supplier to continue to perform the Services without disruption or deterioration following the relevant Termination Date, including:	Full details of: (a) any information relating to the Services reasonably requested by Eskom or a Third-Party Supplier to continue to perform the Services without disruption or deterioration following the relevant Termination Date, including: (i) Reports; (ii) Service Level statistics; and	Updated Successor Supplier Down-Selection Information.	Updated Successor Supplier Down-Selection Information.

Category of Information (in relation to the relevant Service(s))	Trigger Point and Level of Detail			
	Bid Assistance	Successor Supplier Down-Selection	Transition	Service Handover
(iii) operations and procedures manuals.	(i) Reports; (ii) Service Level statistics; and (iii) operations and procedures manuals.	(iii) operations and procedures manuals.		

2.4. IP

Category of Information (in relation to the relevant Service(s))	Trigger Point and Level of Detail			
	Bid Assistance	Successor Supplier Down-Selection	Transition	Service Handover
Software and AI Tools, including licensor, nature of licence, role in the Services and key elements, such as	Lists of software (including licensor, nature of licence, role in services and key elements e.g. novation,	Full copies of software information (including licensor, nature of licence, role in services and key	Updated Successor Supplier Down-Selection Information.	Copies of third-party software licences being provided to Eskom pursuant to the Terms and Conditions.

Category of Information (in relation to the relevant Service(s))	Trigger Point and Level of Detail			
	Bid Assistance	Successor Supplier Down-Selection	Transition	Service Handover
novation, cession and/or assignment.	cession and or assignment).	elements e.g. novation, cession and or assignment).		
IP in relation to Software, Equipment and Materials.	Lists of IP in relation to Software, Equipment and Materials.	Full details of IP ownership in relation to Software, Equipment and Materials.	Updated Successor Supplier Down- Selection Information.	Subject to and in accordance with the Terms and Conditions: (a) the Supplier Provided Software; (b) Materials and Equipment (including manuals and other user information).

Appendix I-3 (Assignment Agreement)

Drafting note: Insert assignment agreement details here