

SERVICE LEVEL AGREEMENT

BETWEEN

PASSANGER RAIL AGENCY OF SOUTH AFRICA

AND

SERVICE PROVIDER

PRASA BID NO:

PRASA

CONTRACT REFERENCE NUMBER:

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1. PREAMBLE

Whereas,

- 1.1 PRASA invited Internal Audit Firms to tender for the provision of Services under PRASA Bid No:
- 1.2 Internal Audit firms, including the Service Provider, responded to PRASA's tender invitation by submitting proposals;
- 1.3 PRASA accepted the Service Provider's Proposal in terms of a Letter of Intent attached;

Now therefore the Parties agree as follows:

2. PARTIES

The Parties to this Agreement are:

- 2.1 **THE PASSANGER RAIL AGENCY OF SOUTH AFRICA ("PRASA")**, a state-owned agency which is an implementing arm of the National Department of Transport (the sole shareholder) and is primarily focused on the mandate as stated in the Legal Succession Act of the South African Transport Services (SATS) Act of 1989, as amended and having its principal place of business Umjantshi House, 30 Wolmarans Street, Braamfontein, Republic of South Africa; and
- 2.2 **Service Provider**, a private company incorporated under the laws of the Republic of South Africa, with Registration number....., and having its principal place of business at

3. DEFINITIONS AND INTERPRETATION

- 3.1 In this Agreement, the following words and expressions shall have the meanings assigned to them below and derivative expressions and words have a corresponding meaning, unless inconsistent with or otherwise indicated by the context -
 - 3.1.1 **"Agreement"** means the terms and conditions contained in this document including any schedules or annexure hereto;
 - 3.1.2 **"Annexure"** means a document annexed hereto and marked as such, and which forms part of this Agreement.
 - 3.1.3 **"Bid"** means the tender for the Services issued by PRASA whereby Internal Audit Firms were invited to submit their proposals for rendering the Services, which was issued in terms of attached RFP document and marked Annexure "B";

- 3.1.4 **“Business Day”** means any day in the Republic of South Africa which is not a Saturday, Sunday or official public holiday within the meaning of the Public Holidays Act, 1994 and all references in this Agreement to days will be deemed calendar days, unless specifically stipulated as being business days;
- 3.1.5 **“Confidential Information”** means all information (including, without limitation, originals, copies, reproductions, extracts and summaries) pertaining to, without limitation, the business; employees; agents; suppliers; partners; licensors; Service Providers; business procedures; commercial matters; financial matters; entity structure and organisation; strategies; all information concerning a Party’s past, present and future development, its business activities, products, business relationships, negotiations, customers/clients, potential customers/clients, and technology; information; trade secrets; know-how; show-how; processes; methods; procedures; protocols; intellectual property and any associated material and data in any form that are owned or controlled by the Party;
- 3.1.6 **“Effective Date”** means
- 3.1.7 **“Letter of Intent”** means an offer for utilising the Services, issued in a form of a letter by PRASA and accepted by the Service Provider, a copy of which is attached hereto and marked Annexure “B”;
- 3.1.8 **“Parties”** means PRASA and the Service Provider collectively, and a Party shall mean either of them as the context may indicate;
- 3.1.9 **“Panel of Internal Audit Firms”** means the Internal Audit Firm appointed by PRASA, in terms of Bid No. to provide the Services as and when required;
- 3.1.10 **“Personnel”** means any employee, independent service provider, agent, consultant, sub-contractor or other representative of the Service Provider;
- 3.1.11 **“Pricing Schedule”** means the pricing schedule as set out in the Proposal;
- 3.1.12 **“Proposal”** means the document that the Service Provider has submitted to PRASA in response to the Bid, which is attached hereto and marked Annexure “C”;
- 3.1.13 **“PRASA”** means a Party fully described under clause 2.2 above;
- 3.1.14 **“Services”** means to provision of Internal Audit services and ad hoc services by the Service Provider to PRASA in terms of this Agreement;

3.1.15 **“Termination Date”** means the date upon which this Agreement shall cease to be effective, which for avoidance of doubt shall be

3.1.16 **“VAT”** means value added tax chargeable under the Value Added Tax Act 89 of 1991.

3.2 Interpretation: -

In this Agreement, unless the contrary is clearly indicated –

3.2.1 Where words and/or expressions are defined within the context of any particular clause in this Agreement, the words and/or expressions so defined shall bear the meanings assigned to such words and expressions in that clause, notwithstanding that such word and/or expressions have not been defined in this interpretation clause.

3.2.2 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or declared public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding Business Day.

3.2.3 The use of the word *“including”* followed by a specific example or examples, shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example or examples.

3.2.4 The *contra proferentem* rule is excluded and accordingly, no provision herein shall be construed against or interpreted to the disadvantage of any Party due to such Party having or being deemed to have structured or drafted such provision.

3.2.5 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

3.2.6 The schedules and annexure to this Agreement form an integral part hereof and words and expressions defined in this Agreement shall bear, unless the context otherwise requires the same meanings in such schedules and annexure which do not themselves contain their own definitions and provided that in the event of any conflict between the schedules and/or annexure and this Agreement, this Agreement takes precedence and shall apply.

3.2.7 If any provision in a definitions clause is a substantive provision conferring rights or imposing obligations on a Party, notwithstanding that it is only in the definition clause,

effect shall be given thereto as if it were a substantive provision in the body of this Agreement.

4. COMMENCEMENT AND DURATION

This Agreement commences on the Effective Date and shall, subject to the rights of termination stipulated herein, endure until the Termination Date subject to the service provider being given ample opportunity by PRASA to finalise all matters in his/her possession at the of termination

5. APPOINTMENT OF SERVICE PROVIDER

5.1 Pursuant to the Letter of Intent, PRASA hereby appoints the Service Provider to form part of its Panel of Internal Audit firms for the purposes of providing the Services on a non-exclusive and on an as and when basis in terms of this Agreement.

5.2 The Service Provider hereby accepts the aforesaid appointment and undertakes to perform the Services as and when instructed by PRASA to do so and to avoid any situation that will expose them to any conflict-of-interest situation as understood by the Institute of Internal Auditors.

6. OBLIGATIONS OF THE SERVICE PROVIDER

6.1 The Service Provider shall –

6.1.1 Accept and acknowledge their acceptance in writing of all instructions sent by PRASA

6.1.2 perform the Services with care and skill;

6.1.3 at all times, maintain a relationship of trust as between itself and PRASA

6.1.4 ensure that the Services are rendered within the time periods as may be required by the applicable legal procedural time frames and as required by PRASA on different matters;

6.1.5 shall report any matter that prescribes while in their possession as a result of their act and/or omission to PRASA immediately upon realisation that event has occurred.

6.1.6 Shall give monthly status updates of all matters there are handling for PRASA

6.1.7 Where the Service Provider make any form of collection for PRASA the Service provider shall direct that all such payments be made directly to PRASA on an account that will be supplied to the Service provider by PRASA from time to time.

- 6.1.8 provide PRASA with information, documentation and reports that are necessary to enable PRASA to effectively manage, evaluate and control this Services rendered in terms of Agreement;
- 6.1.9 allocate sufficient properly trained, skilled, and qualified Personnel to perform the Services;
- 6.1.10 ensure that it meets and/or exceeds the professional standard of its profession when performing the Services;
- 6.1.11 consult with PRASA and secure written instructions and approvals from PRASA when executing the Services;
- 6.1.12 on request from PRASA submit the job descriptions, qualifications and areas of specialisations of its Personnel who will be allocated to perform the Services;
- 6.1.13 on request from PRASA and within a reasonable period specified, remove any Personnel whom PRASA reasonably believes they are not qualified to provide Services or who do not fully understand PRASA instructions, and replace such Personnel with one or more appropriately qualified Personnel;
- 6.2 Should Service Provider at any time fail to deliver the Services due to its fault, the Service Provider shall, without prejudice to PRASA other rights and remedies, provide all such additional resources as may be necessary to perform the Services in accordance with this Agreement as soon as possible, and promptly remedy any default or re-perform any non-conforming Services at no additional charge to PRASA;
- 6.3 Should the Service Provider encounter any problem or identify any trend in the Services, which could cause or indicate the likely occurrence of faults, defects or delays, it shall immediately report such issues to PRASA. The Parties shall thereafter agree on the corrective measures to be taken to address or pre-empt the problem;
- 6.4 In performing the Services, the Service Provider shall not do anything that would discredit, dishonour, reflect adversely on or injure the reputation of PRASA;
- 6.5 The Service Provider shall immediately inform PRASA if it appears, in the light of new information that has come to its attention, that the Services require revision for whatsoever reason;

- 6.6 The Service Provider shall notify PRASA immediately, if the Service Provider, for any valid reason finds itself incapable of completing the Services or where the Service Provider has a conflict of interest in any Services to be provided;
- 6.7 The Service Provider shall attend all meetings or consultations aimed at monitoring the progress of the Services as reasonably required by PRASA;
- 6.8 The Service Provider shall promptly notify PRASA of any information, received by the Service Provider, which relate to the Services and any information that might be of interest, use or benefit to PRASA in relation to the Services or this Agreement;
- 6.9 The Service Provider shall furnish PRASA upon receipt of a written request, with any information or documentation relating to the Services; and
- 6.10 The Service provider shall give all copies of letters, pleadings and any information relating to the Services and/or matter that the service provider is handling at any given moment so as to place PRASA in a position to have a duplicate file of any matter handled by the Service Provider.

7. SERVICE PROVIDER'S PERSONNEL

The Service Provider shall: -

- 7.1 the Service Provider shall allocate Personnel resources in accordance with the technical or other skills and knowledge required to perform the Services;
- 7.2 avoid any disruption of the Services due to such circumstances of unavailability of allocated Personnel;
- 7.3 at its discretion and due to its operational requirements, substitute the allocated Personnel for the Services upon providing PRASA with reasonable notice and ensure that the replacement Personnel has the requisite skills, experience and knowledge to can provide the Services;
- 7.4 Ensure that its Personnel shall at all times when on PRASA premises adhere to the standard health, safety and security procedures and guidelines applicable to PRASA from time to time;
- 7.5 Should PRASA at any time have reason to believe that any of Service Provider's Personnel is failing to comply with such standard health, safety and security procedures and guidelines, PRASA may deny such Personnel access to any or all of PRASA premises or systems and require the Service Provider to replace such Personnel without delay; and

- 7.6 Ensure that its organisation and all its Personnel allocated to perform the Services are adequately insured under the relevant professional indemnity insurance policies.

8. OBLIGATIONS OF PRASA

- 8.1 PRASA shall -
- 8.1.1 Provide the Service Provider with clear written instructions and the scope of work in each instruction for the Services;
 - 8.1.2 Pay the Service Provider's invoices within the period recorded under this Agreement.
- 8.2 For the purposes of assisting the Service Provider with execution of types of certain instructions for the Services, provide the Service Provider with all the necessary information, including: -
- 8.2.1 Relevant documents or evidence;
 - 8.2.2 Names of witnesses, where applicable;
 - 8.2.3 The relevant affidavits of witnesses, where applicable; and
 - 8.2.4 Avail witnesses, where applicable.
- 8.3 PRASA will provide the Service Provider with clear written instructions to cease the Services regarding any matter that PRASA does not wish to proceed with.
- 8.4 The Parties agree that the appointment of the Service Provider to form part of the Panel of Attorneys does not oblige PRASA to issue instructions to the Service Provider to perform the Services.
- 8.5 Consequent to the aforesaid, PRASA will exercise its sole discretion to engage the Service Provider for the Services as and when required.

9. CONSIDERATION AND PAYMENT

- 9.1 In consideration for the Services rendered by the Service Provider, PRASA shall pay the Service Provider consideration in the amount to be calculated in terms of hourly rates recorded in the Pricing Schedule under Annexure C.
- 9.2 PRASA will pay the Service Provider's invoices within **30 (thirty) days** from the date of receipt of Service Provider's invoices by PRASA's Internal Audit Department and/or PRASA Finance Department.

9.3 The Service Provider shall always attach a detailed statement of account to each of its invoices and where there are disbursements, copies of such disbursements shall also be attached.

9.4 The Service Provider will communicate with PRASA and procure prior approval from PRASA when it anticipates extra Services which will result in unforeseen incidental costs. Should the Service Provider fail to procure prior approval of unforeseen incidental costs from PRASA then PRASA will be entitled to decline to pay the invoices thereof.

10. AUDIT ACCESS AND RECORDS KEEPING

10.1 The Service Provider shall keep and operate a proper and efficient accounting system to reflect truly and fairly, and in conformity with generally accepted accounting practices, its financial position and state of affairs with regard to the Services in terms of this Agreement.

10.2 The Service Provider shall maintain and keep available for inspection up-to-date accounting and other records, which will clearly identify the time spent and expenses incurred relating to the Services, for a period of 5 (five) years calculated from the Termination Date.

10.3 The Service Provider shall, in order to enable PRASA to determine whether the provisions of this Agreement are being complied with—

10.3.1 provide PRASA with such information as it may reasonably require;

10.3.2 allow PRASA to inspect and make copies of any documents of Service Provider relating to the Services, including all data, information, procedures, event logs, transaction logs, audit trails, books, records, agreements and correspondence; and

10.3.3 allow PRASA or its authorised representatives to meet with any of the Service Provider's Personnel or auditors for the purposes of accessing the records, subject to reasonable notice being given to the Service Provider;

10.3.4 The Service Provider shall assist PRASA auditors with any information the auditors need for purposes of auditing PRASA at no cost to PRASA and/or PRASA auditors.

10.4 Where—

10.4.1 any information required for inspection in terms of this clause is kept by means of a computer, the Service Provider shall give PRASA such reasonable assistance as it requires to facilitate inspection and the making of copies of the information in a visible and legible form or to inspect and check the operation of any computer and

any associated apparatus or material that is or has been in use in connection with the keeping of the information;

10.4.2 the Service Provider is required to provide information or allow PRASA to inspect or make copies of any items of any description, the Service Provider shall provide the information or, as the case may be, allow PRASA to inspect and make copies of the items.

10.5 The Service Provider shall provide any information required by PRASA pursuant to this clause, in such form (including a form otherwise than in writing) as PRASA may reasonably specify.

10.6 Where, pursuant to any provision contained in this clause, the Service Provider is required to allow PRASA to inspect or make copies of any item of any description, the Service Provider shall allow PRASA or its authorised representatives such access to any premises of Service Provider as is necessary to enable PRASA to inspect or make copies of the items.

10.7 Notwithstanding the foregoing, should PRASA reasonably suspect any fraudulent or other unlawful activity by the Service Provider or its Personnel, PRASA its inspectors or other authorised agents shall have the right of immediate access to all the records of the Service Provider, and the Service Provider agrees to provide reasonable assistance at all times during the currency of this Agreement or at any time thereafter.

10.8 The Service Provider shall only be repaid its reasonable expenses incurred in giving assistance pursuant to this clause if the result of such investigation reveals no fraudulent or other unlawful activity by Service Provider or its Personnel.

10.9 The inspection contemplated in this clause will be conducted–

10.9.1 during the Service Provider's business hours;

10.9.2 with the minimum of interference in the provision of the Services and Service Provider's other operations.

11. WARRANTIES

11.1 Each Party warrants to the other Party that it has authority and power to enter into this Agreement.

11.2 By agreeing to perform the Services in terms of this Agreement, the Service Provider warrants that:

- 11.2.1 it is registered with the Law Society and any other professional bodies to qualify to perform the Services;
- 11.2.2 It has the experience, ability and expertise to carry out such Services;
- 11.2.3 The Service Provider warrants that it shall always have a valid Attorneys Fidelity Fund Certificate and will avail it to PRASA at anytime when requested to do so by PRASA
- 11.2.4 It shall carry out the Services according to the terms and conditions set forth in this Agreement, and according to any reasonable further instructions;
- 11.2.5 It will ensure that its performance of the Services do not expose PRASA to any civil or criminal proceedings; and
- 11.2.6 it shall not incur any liability on PRASA behalf or act contrary to the interests of PRASA or in any way pledge or purport to pledge e PRASA credit or make any representations or give any warranties except with PRASA express prior written consent thereto.

12. INDEMNITIES

The Service Provider hereby indemnifies PRASA against any liabilities, claims, demands, actions, costs, loss and/or damages that PRASA may incur resulting from any acts or omissions by the Service Provider and/or its representatives or Personnel while performing the Services in terms of this Agreement and/or arising out of its breach of this Agreement.

13. CONFIDENTIALITY

- 13.1 Neither Party shall disclose to any third party, any Confidential Information relating to the provisions of this Agreement including, but not limited to, inter alia, the Services and financial terms and conditions thereof except:
 - 13.1.1 to the extent that it is necessary to comply with any law or court order; or
 - 13.1.2 as part of such Party's normal reporting or review procedures to its shareholders and/or auditors and/or its professional advisors.
- 13.2 Notwithstanding the provisions of clause 13.1 above, the Parties shall not, at any time, during or after the term of this Agreement, disclose to any person whatsoever any Confidential Information relating to either Party or its business or trade secrets of which the other Party has or may come into possession pursuant to the provisions of this Agreement.

- 13.3 Should the Service Provider receive any media enquiries relating to PRASA or any PRASA matter that the Service Provider is involved in, the Service Provider shall direct such enquiries to PRASA immediately without commenting and/or responding to such, unless given authority to respond in writing by PRASA

14. BREACH AND TERMINATION

- 14.1 Should either Party (“the defaulting Party”) commit a breach of any of the provisions hereof, then the other Party (“the aggrieved Party”) shall be entitled to give the defaulting Party 7 (seven) Business Days written notice to remedy the breach, unless it is a serious breach which will warrant summary termination of the agreement
- 14.2 The aggrieved Party shall be entitled to cancel this Agreement forthwith on written notice to the defaulting Party upon the occurrence of any of the following events or circumstances:
- 14.2.1 if the defaulting Party is provisionally or finally liquidated or placed under judicial management; or
- 14.2.2 if the defaulting Party commits an act of insolvency or is sequestrated in the case of a natural person; or
- 14.2.3 if the defaulting Party ceases to carry on business, enters into any compromise or arrangement with its creditors or has a judgement granted against it, which remains unsatisfied for a period of 7 (seven) Business Days after the granting thereof, or
- 14.2.4 if any representation, warranty or statement made by a Party in the Agreement is incorrect in any material respect as at the date on which it is made, alternatively should any representation, warranty, undertaking or statement which is repeated under this Agreement ceases to be correct in any material respect on any date during the term of the Agreement.
- 14.3 The exercise of the rights by the aggrieved Party is without prejudice to such other rights as the aggrieved Party may have at law; provided always that, notwithstanding anything to the contrary contained in this Agreement (save for the circumstances specified in clauses 14.2.1 to 14.2.4 above, the aggrieved Party shall not be entitled to cancel this Agreement for any breach by the defaulting Party unless such breach is a material breach going to the root of this Agreement and is incapable of being remedied by payment in money or if it is capable of being remedied by payment in money, the defaulting Party fails to pay the amount concerned within 7(seven) Business Days after such amount has been determined, due notice of such determination and demand having been served on the defaulting Party by the aggrieved Party.

15. DISPUTE RESOLUTION

- 15.1 If any dispute arises out of or in connection with this Agreement, or related thereto, whether directly or indirectly, the Parties must refer the dispute for resolution firstly by way of mediation and in the event of that failing, by way of arbitration. The reference to mediation is a precondition to the Parties having the dispute resolved by arbitration.
- 15.2 A dispute within the meaning of this clause exists once one Party notifies the other in writing of the nature of the dispute and requires the resolution of the dispute in terms of this clause.
- 15.3 Upon the written request of a Party, any dispute which arises between the Parties shall first be referred to mediation by an independent mediator with expertise in the entertainment business. In the event that the Parties cannot agree to an independent mediator or fail to resolve any dispute through mediation, the dispute shall be referred to arbitration in accordance with the provisions hereof.
- 15.4 In the event of mediation between the Parties not resulting in an agreement signed by the Parties resolving the dispute within 15 (fifteen) Business Days thereafter, the Parties must refer the dispute for resolution by way of arbitration in accordance with the then current rules of the Arbitration Foundation of Southern Africa ("AFSA").
- 15.5 The periods for mediation or arbitration may be shortened or lengthened by written agreement between the Parties.
- 15.6 Each Party agrees that the arbitration will be held as an expedited arbitration in Sandton conducted in accordance with the then current rules for expedited arbitration of AFSA by 1 (one) arbitrator appointed by agreement between the Parties, including any appeal against the arbitrator's decision. If the Parties cannot agree on the arbitrator or appeal arbitrators within a period of 10 (ten) Business Days after the referral of the dispute to arbitration, the arbitrator and appeal arbitrators shall be appointed by the Secretariat of AFSA.
- 15.7 The provisions of this clause 15 shall not preclude any Party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of this dispute resolution process.
- 15.8 The references to AFSA shall include its successor or body nominated in writing by it in its stead.
- 15.9 This clause is a separate, divisible agreement from the rest of this Agreement and shall remain in effect even if the Agreement terminates, is nullified or cancelled for whatsoever reason or cause.

16. DOMICILIUM

16.1 PRASA chooses the address below as its *domicilium citandi et executandi* for the purposes of this Agreement:

PASSENGER RAIL AGENCY OF SOUTH AFRICA

CHIEF AUDIT EXECUTIVE : INTERNAL AUDIT DEPARTMENT

2ND Floor Umjantshi House

30 Wolmarans Street

Braamfontein

16.2 Service Provider chooses the address below as its *domicilium citandi et executandi* for the purposes of this Agreement:

.....;

16.3 Each of the Parties may change its *domicilium* by giving 14 (fourteen) days written notice to the other Party.

16.4 Any notice given in terms of this Agreement shall be in writing and shall:

16.5 if delivered by hand, be deemed to have been duly received by the addressee on the date of delivery;

16.6 if posted by prepaid registered post, be deemed to have been received by the addressee on the 10th (tenth) Business Day following the date of such posting;

16.7 if transmitted by facsimile, be deemed to have been received by the addressee 1 (one) Business Day after the successful transmission thereof.

16.8 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the Parties from the other including by way of facsimile transmission shall be adequate written notice or communication to such Party.

17. GENERAL

17.1 **Whole Agreement**

The Agreement constitutes the whole of the agreement between the Parties relating to the subject matter hereof and save as otherwise provided herein no amendment, alteration, addition, variation or consensual cancellation of this Agreement (including this clause 17.1) will be of any force or effect unless reduced to writing and signed by the Parties hereto or their duly authorised representatives.

17.2 Cession and Assignment

This Agreement shall be binding on the Parties hereto and their respective successors and, subject to this clause, the assignees. The Parties shall not be entitled to assign or otherwise cede the benefit or burden of all or any part of the Agreement without the prior written consent of the other Party which approval shall not be unreasonably withheld.

17.3 Severability

Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions shall be severable from the remaining terms and conditions which shall continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.

17.4 Waiver

No change, waiver or discharge of the terms and conditions of this Agreement shall be valid unless in writing and signed by an authorised representatives of the Parties against which such change, waiver or discharge is sought to be enforced, and any such change, waiver or discharge will be effective only in the specific instance and for the purpose given. No failure or delay on the part of a Party hereto in exercising any right, power or privilege under the Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17.5 Relationship of the Parties

Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, principal and agency relationship or granting a franchise between the Parties and neither Party is in any manner entitled to make or enter into binding Agreements of any nature on behalf of any other Party.

17.6 Publicity

No Party shall make any press releases, public announcements or conduct any interviews relating to this Agreement, without the other Party's prior written consent, which consent shall not be unreasonably withheld.

17.7 Applicable Law

The Agreement shall be governed by and construed in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law.

17.8 No Collateral Terms and Conditions

The Parties agree that there are no other collateral terms or conditions to the Agreement, whether oral or written. All prior agreements and/or arrangements between the Parties in relation to matters herein contained or ancillary thereto (if any) shall be superseded by this Agreement.

17.9 Signing in counterparts

In the event that the Parties do not sign the same document, then this Agreement may be executed by each Party signing a counterpart, which counterparts together shall constitute one and the same Agreement.

17.10 Survival

The expiration or termination of this Agreement shall not affect such provisions of this Agreement as expressly provide that they will operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

AGREED TO AND SIGNED AT _____ THIS _____ DAY OF _____ 2022.

AS WITNESS

1. _____

Service Provider

(Signature on behalf of the Service Provider, duly authorised)

Full Name: _____

Designation: _____

AGREED TO AND SIGNED AT BRAAMFOINTEIN THIS _____ DAY OF _____ 2022.

AS WITNESS

1. _____

PASSENGER RAIL AGENCY OF SOUTH AFRICA

(Signature on behalf of PRASA, duly authorised)

Full Name: _____

Designation: _____

Annexure "A" RFP Bid Document

DRAFT

Annexure "B" Letter of Intent

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Annexure "C" Service Provider's Proposal Document

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