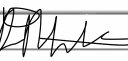
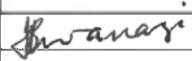


Motivation for Deviating from Three Quotation System	
Business Unit	Finance
Manager Name & Surname	Kabelo Ngoasheng
Nature of Service or Products:	Caseware license renewal
Name of Supplier	Caseware
Amount budgeted	R160 000 (43350-107)
Please put a check next to the applicable reason for deviating from three quotation system:	
Emergency cases: An emergency procurement may occur when there is a serious and unexpected situation that poses an immediate risk to health, life, property or environment which call an institution to action and there is insufficient time to invite suppliers to submit three quotations. (Treasury Regulation 16A6.4)	
Sole Supplier: Sole source procurement may occur when there is evidence that only one supplier possesses the unique and singularly available capacity to meet the requirements of the institution. (Treasury Regulation 16A6.4)	✓
Please include a short narrative on the reason for the motivation for single sourcing:	
The entity currently uses Caseware software for the preparation of its financial statements. The software is solely provided by the supplier (Caseware) and the SETA personnel are familiar with the functions of the software. Procurement of an alternative AFS preparation software will require SETA personnel to go through intensive training before its usage.	

APPROVAL

	Compiled by:	Budget confirmation by BU Manager	Supported by SCM Manager	Recommended by CFO	Approved by Accounting Officer
Title	Mr	Mr	Mr	Ms	CEO
Name	Mangaliso July (Centurion)	Kabelo Ngoasheng (Centurion)	Reuben Khayon	L.NHLAPO	Tom Mkhwanazi
Signature					
Date	17-09-2024	17/09/2024	25/09/2024	25/09/2024	26/09/2024
Comment	Caseware is the sole provider of the software.	Purchase of the software from the sole provider.	Sole provider		

Document Name:	FOM SCM_004_Single Source Motivation Template_V3.0_2018/19	Next Review Date: 30/07/2019
Version Control	Created: 20/10/2016	
	Approved: 01/11/2016	
	Reviewed: 02/05/2017	
	30/07/2018	



August 20, 2024

RE: DISTRIBUTOR AUTHORIZATION: ADAPT IT (PTY) LTD

TO WHOM IT MAY CONCERN:

This letter is to confirm that Caseware Africa, a division of Adapt IT Holdings Ltd is the sole distributor of Caseware software products in South Africa and Namibia from October 1, 2024, to September 30, 2025.

As part of our distribution arrangement, Adapt IT Holdings Ltd is responsible for the localization of the following aspects of the software:

- Marketing and selling
 - distributor of Caseware Software license subscriptions, upgrades, support, and maintenance
- Template development and template content update
- Implementation
- Support
- Training

Specific information regarding the business, such as profit margins is not disclosed.

Please do not hesitate to contact me if you require any additional information.

Yours truly,
Davis Jackson

DocuSigned by:

F488BD04014F4BD

Chief Commercial Officer
Caseware International Inc.



ORDER FORM

Created Date 17 Sep 2024
Account Name Wholesale and Retail Sector Education and Training Authority
Contact Name Mangaliso July
Account Number WHO02A

Expiration Date 17 Oct 2024
Tel No(s) 012 622 9500 0810463645
eMail mjuly@wrseta.org.za
Reference No 00291566

Description	Quantity	Initial Fee	Est. Annual Fee	Tax	Total Price
GRAP Template for Public Entities - Annual Renewal (full year)	1 00	R 66,985 84	R 0 00	R 10,047 88	R 66,985 84
Caseware Working Papers (including Connector) - Annual Renewal (full year)	3 00	R 11,583 15	R 0 00	R 5,212 42	R 34,749 45
Software Distribution Fee Caseware	1 00	R 1,234 92	R 1,234 92	R 185 24	R 1,234 92
Total Price:					R 102,970 21
VAT:					R 15,445 54
Grand Total:					R 118,415 74

Terms and Conditions

By signing or accepting this order form, it is an offer to us that you cannot revoke. You will be deemed to have read and accepted the Terms of Service and relevant EULAs, that are incorporated into this agreement by reference. They are available at <https://success.casewareafrica.com/terms>. EULAs for Licenses may need to be accepted on installation via clickwrap agreement.

General

- 'Caseware Africa' means Adapt IT's legal entity as outlined below, trading as 'Caseware Africa', being a subsidiary of Adapt IT Holdings Proprietary Limited.
- All prices quoted exclude VAT.
- 100% payment of the invoiced amount is to be made on presentation of invoice.
- No orders will be processed, nor will products or services be supplied without receiving the invoiced amount in Adapt IT's bank account (details below).
- Payments must be made in the currency in which we invoice you.
- Payment can be made via EFT (Bank details below).
- In the event where payment is delayed and Adapt IT have increased prices on the goods and services listed above, Adapt IT will provide for an updated invoice and you will be required to make payment on the updated invoiced amount on presentation of invoice.

Licences

- Failure to pay any outstanding amount due to Adapt IT, will result in your software license being revoked and immediate cancellation of this order and any current licenses.
- License start dates will commence in relation to the payment date, which is the date the invoiced amount is received in Adapt IT's bank account (details below). Licenses will be valid for a 12-month period, or a pro rata number of months as indicated within the description above. License start dates will commence on the 1st day of the same month as the payment date, where the payment date is before the 21st of the payment date month. Where the payment date is on or after the 21st of the payment date month, license start dates will commence on the 1st of the following month of the payment date.

Annual Licence Renewals

- The annual renewal fee of your Caseware license will be due within 12 months from the effective date of signing this order form.
- The annual license fee will be based on Adapt IT license fees applicable at the time of renewal.
- All prices are subject to an annual price increase.

Services

- Access to services will be available for a 12-month period in relation to the approval date below, or until the services are rendered, whichever comes first.
- If the licences in this Order are inclusive of services, such as consulting and training, clauses 3-8 hereunder (under "Services") do not apply. Where services are purchased directly, clauses 3-8 hereunder (under "Services") do apply.
- Payment can be made via EFT (Bank details below) on receipt of the invoice.
- Any on-site consulting bookings cancelled or re-scheduled less than 5 days prior to the original dates booked, will be charged the travel expenses incurred/booked at the time as well as 25% of the consulting fee.
- Payment for any training course is required before the training event. If payment is not received before the training event, the scheduled delegates will unfortunately not be able to join the course.
- Please note that the training bookings have to be cancelled at least 5 working days prior to the scheduled training event, or penalty fees will apply. Telephonic cancellations of bookings will not be accepted. Please email your cancellation to: casewareafrica.training@adaptit.com.
- For any non-attendance / cancellation or rescheduling within 5 days prior to the event, a 50% penalty fee per delegate will be charged up to 24 hours before the event.
- For any non-attendance / cancellation or rescheduling within 24 hours prior to the event, a 100% of the course fee per delegate will be charged.

Customer Registration

- As part of our customer registration process, we may be required to perform due diligence checks which can include credit checks. For this purpose, we may need to process certain types of personal information and disclose this information to third parties. Adapt IT takes the protection of personal information seriously and we do our best to comply with our data protection obligations. You can read more about how we process your personal information in our privacy policy (refer to link below).
- Should Adapt IT be required to obtain credit reports, the intended purpose of such credit report is to assess the customer's financial stability to satisfy the contractual obligations in ensuing contracts.
- By signing this order form, you give consent to Adapt IT to process your personal information to conduct the necessary due diligence checks and authorize Adapt IT to conduct credit inquiries and/or obtain credit reports in respect of your credit profile, as may be necessary, with a credit bureau of its choice.

Acceptance

To confirm acceptance of the order, complete all approval fields and submit to Adapt IT.

APPROVAL:

Purchase Order No: _____

Physical Address: _____

Name (print): _____

Designation: _____

Date: _____ Postal Address: _____

Signature: _____

VAT Number: _____

We respect your privacy, for more information on how we protect your personal information, please see our Privacy Policy on our website:
<https://www.adaptit.com/privacy-policy>

Adapt IT (Pty) Ltd

Reg No: 1996/006272/07
152 14th Road, Noordwyk Midrand,
Johannesburg, South Africa, 1687
Tel: +27 10 494 1000
www.casewareafrika.com
success.casewareafrika.com

For payments in ZAR

Account Name: Adapt IT (Pty) Ltd
Bank: Standard Bank
Branch Name: Rosebank
Branch Code: 004305
Account Number: 001635522
Swift Code: SBZAJJ

For payments in USD

Account Name: Adapt IT (Pty) Ltd
Bank: Standard Bank
Branch: Rosebank
Branch Code: 004305,
Account Number: 090603419
Swift Code: SBZAJJ
