



AGREEMENT

Between:-

**SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM
(Hereinafter referred to as "SANAS")**

**A public entity established in accordance with the Accreditation for Conformity
Assessment, Calibration and Good Laboratory Practice Act 19 of 2006**

Herein duly represented by –

Mr Farhad Osman

In his capacity as the Acting Chief Executive Officer

And

SAMBA SOLUTIONS INC.

REGISTRATION NUMBER: 2018/457491/21

(Hereinafter referred to as "The Service Provider")

Herein duly represented by –

Ms Lindiwe Pear Nkosi

In her capacity as a Director

WHEREBY IT IS AGREED AS FOLLOWS -

1. INTRODUCTION

Unless inconsistent with the context, an expression in the Agreement which denotes –

1.1.1 any gender shall include the other genders;

1.1.2 a natural person shall include a juristic person and vice versa; and

1.1.3 the singular shall include the plural and vice versa.

1.2 The following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are, in general, signified in the text of the Agreement by the use of capital initial letters, but the absence of such letters does not necessarily signify that a term, or word, is not defined.

1.2.1 **"Agreement"** means this Agreement, all service requests submitted by SANAS to the Service Provider; including the proposal submitted by the Service Provider and any amendments, attachments, appendices, and all documents incorporated by reference therein;

1.2.2 **"Business Days"** means a day other than a Saturday, a Sunday or a public holiday as recognised as such in the Republic of South Africa in terms of Section 2 (1) of the Public Holiday Act 36 of 1994;

1.2.3 **"Business Hours"** means from 08h00 to 16h30 on Business Days;

1.2.4 **"Commencement Date"** means the Signature Date;

1.2.5 **"Contract Price"** means the total of R2 465 255.00 including VAT for the Contract Period and shall not exceed the Contract Price, unless prior reviewed and approved by SANAS, and the Contract Price shall be paid in accordance with Annexure "A";

1.2.6 **"Duration"** means three (3) years from the Commencement Date, subject to the terms of clause 5;

- 1.2.7 **"Parties"** means SANAS and the Service Provider, including "Party" which means either of them as the context may require;
- 1.2.8 **"Personal Information" (PI)** means, as amended from time to time, and include, inter alia; the personal opinions, views or preferences of the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; the views or opinions of another individual about the person whether the information is recorded electronically or otherwise; as ascribed in POPIA;
- 1.2.9 **"POPIA"** means the Protection of Personal Information Act 4 of 2013, as amended from time to time;
- 1.2.10 **"Signature Date"** means the date of signature of this Agreement, by the Party signing last; and
- 1.2.11 **"VAT"** means value-added tax, as amended from time to time; and
- 1.2.12 **"VAT Act"** means the Value-Added Tax Act, No 89 of 1991, as amended.

2. INTERPRETATION

- 2.1 The headings to the clauses and schedules of this Agreement are for reference purposes only and shall in no way govern nor affect the interpretation of nor modify nor amplify the terms of this Agreement nor any clause or schedule or addendum or annexure hereof.
- 2.2 If any provision in a definition is a provision conferring rights or imposing obligations on either Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision of this Agreement.
- 2.3 When any number of days is prescribed in this Agreement, same shall be calculated exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the following Business Day.

- 2.4 In the event that the day for payment of any amount due in terms of this Agreement should fall on a day which is not a Business Day, then the relevant date for payment shall be the following Business Day.
- 2.5 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.6 Where any terms are defined within the context of any particular clause in this Agreement, (the terms so defined), unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of this Agreement, notwithstanding that that terms have not been defined in this interpretation clause.
- 2.7 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 *ejusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example or examples.
- 2.8 Any reference to an enactment in this Agreement is to that enactment as at the Commencement Date and as amended or re-enacted or substituted from time to time.
- 2.9 The rule of construction that, in the event of ambiguity, this Agreement shall be interpreted against a party responsible for the drafting or preparation of the Agreement, shall apply to the interpretation of this Agreement.
- 2.10 The expiration or termination of this Agreement shall not affect such provisions of this Agreement as expressly provide that they shall 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.

3. RECORDAL

- 3.1 This Agreement defines the commitment of the Service Provider to provide independent internal audit services by liaising with SANAS and reporting to SANAS's Audit and Risk Committee.

3.2 SANAS requires the internal audit services, and the Service Provider undertakes to carry out the Services upon the terms, conditions and provisions as contained in this Agreement and the Service Provider's proposal and on the basis that the Service Provider –

3.2.1 use leading edge risk-based audit methodology;

3.2.2 consistently provide high level of professional internal audit services;

3.2.3 provide a competent and professional internal audit services and minimise turnover;

3.2.4 adhere to the pre-determined budget;

3.2.5 comply with all governing prescripts; and

3.2.6 deliver independent and objective assurance and consulting activities.

3.3 Parties have accepted the terms upon which the Service Provider has undertaken and agreed to render the internal audit services.

3.4 SANAS acknowledges that for the Service Provider to properly and timeously carry out the Services in terms of this Agreement, there rests a reciprocal obligation on the part of SANAS to carry out its obligations properly and timeously in terms of this Agreement.

4. APPOINTMENT

4.1 SANAS hereby appoints the Service Provider to provide the internal audit services for the duration of this Agreement and the Service Provider accepts the appointment.

4.2 All Services undertaken by the Service Provider for and on behalf of SANAS shall be undertaken in accordance with the terms and conditions of this Agreement unless otherwise agreed upon in writing and signed by the duly authorised representatives of the Parties.

- 4.3 Performance of specific internal audit assignments on request by SANAS's Audit and Risk Committee and/or the Chief Executive Officer and/or Chief Financial Officer of SANAS.

5. CONTRACT PERIOD

- 5.1 The Service Provider's appointment shall be effective from the Commencement Date and shall remain in force for a period of three (3) years unless terminated by SANAS in terms of the relevant provisions contained in this Agreement.
- 5.2 Notwithstanding clause 5.1, SANAS's Audit and Risk Committee shall evaluate the performance and effectiveness of the Service Provider.
- 5.3 Without derogating from the generality of the foregoing, SANAS shall be entitled, should it so elect, to terminate this Agreement. In such event, notice of termination of no less than five (5) Business Days of such termination shall be given to the Service Provider.
- 5.4 Should SANAS terminate this Agreement, such termination shall only be effective if the notice of termination is provided by the Chief Executive Officer.

6. PERFORMANCE MONITORING AND REPORTING

- 6.1 SANAS's Audit and Risk Committee shall be responsible for monitoring and measuring the performance, effectiveness, independence and objectivity of the Service Provider during the Contract Period.
- 6.2 The Service Provider shall upon completion of each assignment distribute the reports to SANAS and Audit and Risk on a quarterly basis a report to SANAS Audit and Risk Committee on progress against the Internal Audit Plan, significant findings and administrative matters will be presented. In addition, the Service Provider may be required to provide SANAS with monthly progress reports.

7. SCOPE OF WORK

- 7.1 The scope of work shall include, but shall not be limited to the below with the Service Provider -

- 7.1.1 perform regulatory audits;
- 7.1.2 perform performance audits;
- 7.1.3 conduct special investigations, as maybe requested by SANAS;
- 7.1.4 ensure compliance to laws and regulations;
- 7.1.5 conduct assessments on all Strategic Plans, Annual Performance Plans and Business Plans before it is submitted for approval;
- 7.1.6 conduct assessments of Quarterly Performance Information and final report before finalisation;
- 7.1.7 conduct assessments of Annual Reports before it is submitted to the External Auditors on 31 May;
- 7.1.8 perform audits on the Annual Financial Statements before submission to the External Auditors on 31 May;
- 7.1.9 perform Quality Assurance and submit proof of Quality Assurance to SANAS of all assignments conducted;
- 7.1.10 conduct risk assessment; and
- 7.1.11 compile reports on all audits conducted and present it to SANAS's Audit and Risk Committee meetings
- 7.2 The Service Provider shall, in consultation with SANAS's Audit and Risk Committee, prepare –
 - 7.2.1 a three-year rolling strategic Internal Audit Plan based on its assessment of key areas of risk SANAS may be exposed to, having regard to its current operations, the operations proposed in SANAS's strategic plan and its risk management strategy;
 - 7.2.2 An annual Internal Audit Plan;

- 7.2.3 plans indicating the scope, audit criteria, cost and timelines of each audit in the annual Internal Audit Plan, where applicable;
- 7.2.4 audit reports directed to SANAS's Audit and Risk Committee detailing its performance against the plan, to allow effective monitoring and intervention when necessary;
- 7.2.5 the annual assessment report of internal and financial control systems;
- 7.2.6 and conducted investigations of alleged irregular expenditure;
- 7.2.7 reports on ad-hoc requests from SANAS's Audit and Risk Committee where necessary and requested.
- 7.3 The Service Provider shall –
 - 7.3.1 co-ordinate with other internal and external providers of assurance to ensure proper coverage and to minimise duplication of effort and cost;
 - 7.3.2 assist SANAS's Audit and Risk Committee in maintaining effective controls by evaluation of those controls and by developing recommendations for enhancement or improvement.
 - 7.3.3 assist SANAS's Audit and Risk Committee in achieving the objectives of the institution by evaluating and developing recommendations for the enhancement or improvement of the processes through which –
 - 7.3.3.1 objectives and values are established and communicated;
 - 7.3.3.2 accomplishment of objectives is monitored;
 - 7.3.3.3 accountability is ensured;
 - 7.3.3.4 corporate values are preserved;
 - 7.3.3.5 the adequacy and effectiveness of the system of internal control are reviewed and appraised;

7.3.3.6 the relevance, reliability and integrity of management, financial and operating data and reports are appraised;

7.3.3.7 the systems establishment to ensure compliance with policies, plans, procedures, statutory requirements including updates or revisions and regulations, which could have a significant impact on operations are reviewed;

7.3.3.8 the means of safeguarding assets are reviewed and as appropriate verifying the existence of such assets;

7.3.3.9 the economic, efficiency and effectiveness with which resources are employed, are appraised;

7.3.3.10 the results of operation or programmes are reviewed to ascertain whether results are consistent with SANAS's established objectives and goals whether the operations or programmes are being carried out as planned; and

7.3.3.11 the adequacy of established systems and procedures are assessed.

7.4 The Service Provider shall conduct all the audit assignments on a risk based and should be designed to detect fraud. In planning and conducting its work, the internal auditor should seek to identify serious defects in the internal controls, which might result in possible malpractices or fraud or irregularities. Any such defects must be reported immediately to SANAS's Chief Executive Officer (CEO) and Audit and Risk Committee, without disclosing these to any other member of staff. This also applies to instances where serious fraud and irregularity is uncovered.

7.5 The Service Provider shall conduct audit assignments and ensure that each assignment should at least consist of the following -

7.5.1 re-audit survey;

7.5.2 audit planning memorandum;

7.5.3 notification letter and engagement letter;

- 7.5.4 minutes of entrance meetings;
- 7.5.5 risk assessment and/or control adequacy assessment and the conclusion thereof;
- 7.5.6 system descriptions;
- 7.5.7 audit programme;
- 7.5.8 sampling methodology;
- 7.5.9 mechanisms for follow up on matters previously reported and feedback to SANAS Audit and Risk Committee;
- 7.5.10 mechanisms to ensure that working papers are reviewed at the appropriate level and record keeping of work performed;
- 7.5.11 audit findings and recommendations;
- 7.5.12 reporting draft internal audit reports and final internal audit reports;
- 7.5.13 follow up on previous audit findings; and
- 7.5.14 comply with SANAS's internal audit methodology and provide possible improvements to ensure uniformity in the operations of all internal audit assignments.

7.6 AD HOC INTERNAL AUDIT REQUEST

- 7.6.1 As stated in clause 4.3, if the Service Provider is requested to perform an ad hoc audits upon the request of SANAS's Audit and Risk Committee, or Chief Executive Officer or Chief Financial Officer, which falls outside of the approved annual Internal Audit Plan, a quotation shall be approved by the relevant designated authority to ensure compliance with National Treasury's Regulations and all relevant Supply Chain Management rules and regulations.

8. SERVICE PROVIDER's OBLIGATIONS

- 8.1 The Service Provider shall -

- 8.1.1 perform independent compliance test/reviews to ensure controls have been functioning properly during the period under review;
- 8.1.2 assure that the internal control function is operating efficiently and effectively;
- 8.1.3 improve on the weaknesses identified in the management letter issued by the external auditors;
- 8.1.4 timeously issue reports and conduct regular internal audit follow ups;
- 8.1.5 offer better value-for-money, fraud prevention, computer and performance auditing;
- 8.1.6 in still risk awareness and monitor risks;
- 8.1.7 conduct efficient and effective audits in a proactive and prompt manner;
- 8.1.8 provide assurance to SANAS's Audit and Risk Committee that there has been compliance with the governing prescripts and that the controls relating to risks were functioning;
- 8.1.9 conduct pre-audit reviews on the -
 - 8.1.9.1 Strategic Plan and Business Plan before it is submitted for approval;
 - 8.1.9.2 quarterly performance information and final report before finalisation;
 - 8.1.9.3 Annual Report before it is submitted to the External Auditor or Auditor-General on 31 May; and
 - 8.1.9.4 Annual Financial Statements before submission to the External Auditor or Auditor-General on 31 May;
- 8.1.10 submit proof of quality assurance on all internal audit services provided and ensure that all work conforms to the International Standards for the Professional Practice of the Institute of Internal Audit South Africa (IIASA);

8.1.11 ensure that all work, as referred to in clause 8.1.10, shall be subject to an external quality assurance as may be considered necessary;

8.1.12 conduct a high-level readiness assessment of the internal audit activity for the preparation of an external quality assurance assessment or assist with the development of internal quality assessment;

8.1.13 perform risk assessments; and

8.1.14 prepare for and participate in SANAS's Audit and Risk Committee meetings.

9. THE SERVICE PROVIDER's INDEPENDENCE AND OBJECTIVITY

9.1 The Service Provider and/or their consulting arms and/or related entities shall not be engaged for non-audit related work.

9.2 The Service Provider shall furnish details of any possible conflict of interests and/or any information where their independence and objectivity may be at risk to SANAS.

10. RISK ANALYSIS

10.1 The Service Provider shall identify, quantify and manage all the risks that SANAS may be exposed to.

10.2 The Service Provider shall adopt a proactive role in assessing all the risks that SANAS may be exposed to and regularly review the risks.

11. FOCUS OF INTERNAL AUDIT SERVICES

11.1 The Service Provider shall focus and direct, in addition to other key areas, the provision of internal audit services to -

11.1.1 cost control;

11.1.2 safeguarding of assets;

11.1.3 improvement of service delivery;

LP

11.1.4 management control;

11.1.5 maximisation of benefits from technology; and

11.1.6 improvements to achieve best practice.

12. PAYMENTS

12.1 SANAS shall pay the Service Provider for the internal audit services subsequent to the provision of internal audit services, within thirty (30) Business Days from the date upon which the Internal audit services were provided after receiving an invoice from the Service Provider in the prerequisite format, in accordance with Annexure "A", should the Service Provider complete the invoice in an erroneous manner or omit information then SANAS shall pay the Service Provider within seven (7) Business Days from the date the Service Provider had re-submitted the invoice in the prerequisite format.

12.2 All payments made by SANAS in terms of or arising out of this Agreement shall be made free of set-off, bank exchange or commission to the Service Provider, fail for circumstances in which the Service Provider has failed to execute or meet certain service levels.

12.3 The Contract Price shall not vary and/or exceed from the Contract Price for the duration of this Agreement.

12.4 The Service Provider indemnifies and holds SANAS harmless against any losses or damages suffered by as a result of the suspension or termination of any of the Services, the Service Provider agrees that any losses and/or damages suffered would be as a consequence of its failure to comply fully with the terms of this Agreement and service levels.

12.5 The Service Provider shall include in the invoice the applicable category of Contract Price based on the internal audit services requested by SANAS and provided by the Service Provider.

13. BREACH

13.1 If the Service Provider breach any material provision of this Agreement and remain in breach for five (5) Business Days after written notice to the Service Provider requiring the Service Provider to rectify that breach, SANAS shall be entitled without derogating from any of its obligations, rights or remedies under this Agreement or at law, at its option –

13.1.1 sue for immediate specific performance of any of the Service Provider's obligations under this Agreement, whether or not such obligation is then due; or

13.1.2 to cancel this Agreement, in which case written notice of the cancellation shall be given to the Service Provider and the cancellation shall take effect on the giving of the notice, and in either event SANAS shall be entitled to claim any damages it has suffered.

14. TERMINATION OF AGREEMENT

14.1 SANAS shall be entitled upon the occurrence of any of the following events, without diminution of any other right which SANAS may have in terms of this Agreement, applicable law(s) or otherwise acquired or be entitled, in its sole discretion to immediately terminate this Agreement if the Service Provider -

14.1.1 breach any provision of this Agreement; or

14.1.2 has failed to adequately perform any of the internal audit services, after having been given five (5) Business Days to remedy such poor performance and remain delivering poor performance; or

14.1.3 is placed in provisional or final liquidation or under provisional or final judicial management order; or

14.1.4 enters into or attempts to enter into a general compromise with any of its creditors; or

14.1.5 is or becomes insolvent or commits an act which is, if it were a natural person, and act of insolvency; or

- 14.1.6 fails to complete the milestones and Services within the said timeframe; or
- 14.1.7 where there are any allegation of professional misconduct and/or misdemeanour or impropriety lodge against the Service Provider.
- 14.2 SANAS shall be entitled to terminate this Agreement immediately and without notice in the event of any of the above circumstances occurring, as envisaged in terms of this Agreement provided that SANAS has not contributed to the situation.
- 14.3 Each Party shall deliver to the other Party, or at the other Party's option, destroy all originals and copies of confidential information and proprietary materials in its or their possession or under its or their control.
- 14.4 The Service Provider indemnifies and holds SANAS harmless against any losses and/or damages suffered as a consequence of such termination should SANAS terminate this Agreement as a consequence of the occurrence of the above circumstances.

15. LIABILITY

- 15.1 The Party's warrants that it shall indemnify and keep indemnified the other Party against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this Agreement.
- 15.2 The Service Provider shall be liable for, and shall indemnify (and keep indemnified) SANAS in respect of, any and all actions, proceedings, liabilities, costs, claims, losses, expenses (including reasonable legal fees and payments on an attorney and client basis), or demands, suffered or incurred by, awarded against, or agreed to be paid by, the Service Provider and any subcontractor appointed by the Service Provider arising directly or in connection with –
- 15.2.1 any non-compliance by the Service Provider with POPIA; and
- 15.2.2 any Personal Information processing carried out by the Service Provider, or any subcontractor appointed by the Service Provider where it acts as an "operator" (as defined in POPIA) for and processes Personal Information on behalf of SANAS

16. INDEMNIFICATION PROCEDURE

- 16.1 If any legal action for which an indemnity provided under this Agreement is commenced against the Party being indemnified (**Indemnified Party**), such Indemnified Party shall give written notice thereof to the Party providing the indemnity (**Indemnifying Party**) promptly after such legal action is commenced provided, however, that failure to give prompt notice shall not reduce the Indemnifying Party's obligations under this clause, except to the extent the Indemnifying Party is prejudiced thereby and the failure to do so was due to the fault of the Indemnified Party.
- 16.2 After receipt of the notice referred to in the above sub-clause, the Indemnifying Party shall take control of the defence and investigation of the claim and shall employ and engage attorneys and counsel of its own choice, subject to the proviso that such attorneys and counsel are reasonably satisfactory to the Indemnified Party, to handle and defend same, at the Indemnifying Party's expense.
- 16.3 The Indemnified Party shall cooperate in all reasonable respects with the Indemnifying Party and its attorneys and counsel, at the Indemnifying Party's expense, in the investigation, trial and defence of the claim and any appeal or review arising therefrom.
- 16.4 No settlement of a claim shall be entered into by the Indemnifying Party without the prior written consent of the Indemnified Party, which consent may be withheld in the Indemnified Party's sole discretion. In no event shall an adverse judgement be entered against the Indemnified Party as part of a settlement without its express written consent.
- 16.5 The Service Provider shall have the necessary professional indemnity insurance.

17. ARBITRATION

- 17.1 Any dispute between the Parties in regard to -
- 17.1.1 the interpretation of; or
- 17.1.2 the effect of; or

- 17.1.3 the Parties' respective rights or obligations under; or
- 17.1.4 a breach of this Agreement shall be decided by arbitration in the manner set out in this clause.
- 17.1.5 The arbitrator shall be appointed by written Agreement between the parties and failing Agreement, shall be nominated by the Arbitration Foundation of Southern Africa (**AFSA**) out of the nominees of the parties hereto. Should AFSA not be in existence at the time, the nomination shall be made by the Chairman for the time being of the Johannesburg Bar Council.
- 17.2 The arbitration shall be held at Sandton, Gauteng, on the basis that such proceedings shall be strictly private and confidential.
- 17.3 The arbitration shall be held in accordance with the Rules of AFSA, or if AFSA is not in existence, in accordance with the formalities and procedures settled by the arbitrator, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedures or the strict rules of evidence, and otherwise subject as aforesaid to the Arbitration Act, 1965, and any statutory modification or re-enactment thereof.
- 17.4 The arbitrator shall be entitled to -
- 17.4.1 investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with any matter referred to him for decision;
- 17.4.2 decide the matters submitted to him according to what he considers just and equitable in all the circumstances, having regard to the purpose of this Agreement; and
- 17.4.3 make such award, including an award for specific performance, an interdict, damages or a penalty or the costs of arbitration or otherwise, as he in his discretion may deem fit and appropriate.
- 17.5 The arbitration shall be held as expeditiously as possible after it is demanded with a view to it being completed within thirty (30) days after it has been so demanded.

17.6 This clause is severable from the remainder of this Agreement and shall therefore remain in effect even if this Agreement is terminated.

17.7 Subject to the above provisions of this clause, the law governing this Agreement shall be South African law and the Court having jurisdiction to enforce any award made under this clause shall be the North Gauteng High Court of the Republic of South Africa and all appeal courts there from.

17.8 Nothing in this clause shall prevent any party from approaching any court of competent jurisdiction for any urgent relief, including obtaining an urgent interdict.

18. RETURN AND/OR DELETION OR DISPOSAL OF PERSONAL INFORMATION AND SANAS CONTENT

18.1 Upon termination of this Agreement for whatever reason, the Service Provider shall, at the written request of SANAS, at the Service Provider's cost, securely delete (or otherwise dispose of) or return to SANAS's possession specific or all SANAS content processed by the Service Provider in relation to this Agreement which is in the Service Provider's possession or control in the format(s) reasonably requested by SANAS within such reasonable period stipulated by SANAS.

18.2 Subject to clause 18.3, the Service Provider shall not retain all or any part of SANAS's content after deleting (or otherwise disposing of) or returning it under clause 18.1, unless the Service Provider is required under POPIA or other law, regulation, government or regulatory body, in which case, the Service Provider shall inform SANAS of such requirement(s) in writing, including precise details of SANAS's content that it is required to retain, the legal basis for the retention, details of the duration of the retention, and when the retained SANAS's content shall be deleted (or otherwise disposed of) once it is no longer required to retain it.

18.3 Upon the deletion (or disposal) of SANAS's content, the Service Provider shall certify the completion of the same in writing to SANAS within one (1) month of the deletion (or disposal).

19. SEVERABILITY

- 19.1 If any part of the provisions of this Agreement is found in any way to be void or not applicable, such part of the provisions shall be deemed to be deleted and the remaining provisions of Agreement shall continue in force and effect.

20. SOLE AGREEMENT AND VARIATION

- 20.1 This Agreement is the sole understanding between the Parties and supersedes any previous understanding between them relating to the matters referred to herein.
- 20.2 No variation in or modification of the terms of this Agreement shall be made except by written amendment signed by the Parties concerned.

21. PENALTIES

- 21.1 If the Service Provider fails to provide the internal audit services and/or provide poor internal audit services within the agreed upon periods, SANAS shall, without prejudice to its other remedies under the Agreement, deduct from the Contract Price, as a penalty, a sum calculated on the unperformed internal audit services, using the current prime interest rate calculated for each day of the delay until actual internal audit services are performed.

22. COUNTERPARTS

- 22.1 This Agreement may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.

23. NON-EXCLUSIVITY AND RELATIONSHIP OF THE PARTIES

- 23.1 Nothing in this Agreement shall be construed as precluding or limiting in any way the right of SANAS to sources services similar to the Services to any other Service Provider or entity as SANAS in its sole discretion deems appropriate.

24. PROTECTION OF PERSONAL INFORMATION

- 24.1 For purpose of this clause, any capitalised terms shall have the meaning ascribed to such terms in POPIA.

- 24.2 The Parties shall at all times comply with all applicable data protection and privacy laws, which may include POPIA and/or any of the privacy laws applicable to South Africa.
- 24.3 The Service Provider warrants to and in favour of SANAS that it shall –
- 24.3.1 only use the Personal Information received by it pursuant to this agreement for the purposes contemplated in this Agreement;
- 24.3.2 not share or transfer any Personal Information received by it pursuant to this agreement to any third party for any reason whatsoever; and
- 24.3.3 only share or transfer Personal Information received by it pursuant to this agreement to a third party where written consent has been obtained from SANAS.
- 24.4 The Service Provider shall ensure and be responsible for the accuracy, completeness, suitability and integrity of the Personal Information transferred to it pursuant to this agreement which is in its possession and/or under its control and shall take all reasonable precautions and implement all reasonable security measures to prevent any unauthorised access, use, alteration or loss of the Personal Information, which security measures shall include the implementation of suitable access control mechanisms, cryptographic techniques, disaster recovery measures and virus detection mechanisms.
- 24.5 If the Service Provider becomes aware of any contravention of its security obligations or unauthorised access, use, alteration or loss of Personal Information in its possession and/or under its control (**Security Breach**), the Service Provider shall ensure that SANAS's relevant personnel are alerted immediately by promptly reporting the Security Breach, which report shall describe in detail the scope and nature of the incident and identify those Data Subjects who are affected by the Security Breach.
- 24.6 In the event that SANAS carries out an investigation into a suspected or actual Security Breach, the Service Provider shall assist and co-operate fully with any request by SANAS, including the provision of all such information necessary relating to such suspected or actual Security Breach.

25. DOMICILIUM

25.1 The Parties choose domicilium citandi et executandi for all purposes of and in connection with the Agreement as stated below:

25.1.1 SANAS

Libertas Officer Park
Corner Highway and Libertas Street
Equestria
Pretoria

25.1.2 The Service Provider

15 Pony Street
Silverlakes
Pretoria
0054

25.2 A Party shall be entitled to change its domicilium citandi et executandi from time to time, but such change shall be effective only on receipt of written notice of the change.

FOR AND ON BEHALF OF SANAS:

SIGNED M Phaloane ON THIS 17 DAY OF April 2026



Mr F Osman
Acting Chief Executive Officer
(Being duly authorised)

AS WITNESSES:

1.  Jonas Shai (Apr 16, 2026 16:43:48 GMT+2)
2.  _____

FOR AND ON BEHALF OF THE SERVICE PROVIDER:

SIGNED PRETORIA ON THIS 15th DAY OF APRIL 2026

L.P. NKOSI

Ms L Nkosi

Director

(Being duly authorised)

AS WITNESSES:

1. 
2. Nenkosi

ANNEXURE "A"



S A M B A
S O L U T I O N S



BID NUMBER: SANAS/INTERNALAUDIT/2025-26/08

**DESCRIPTION: APPOINTMENT OF A SUITABLY PROFESSIONAL SERVICE
PROVIDER FOR PROVISION OF INTERNAL AUDIT FUNCTION FOR A PERIOD OF 36
MONTHS.**

CLOSING DATE: 11 NOVEMBER 2025

CLOSING TIME: 11:00

FINANCIAL PROPOSAL



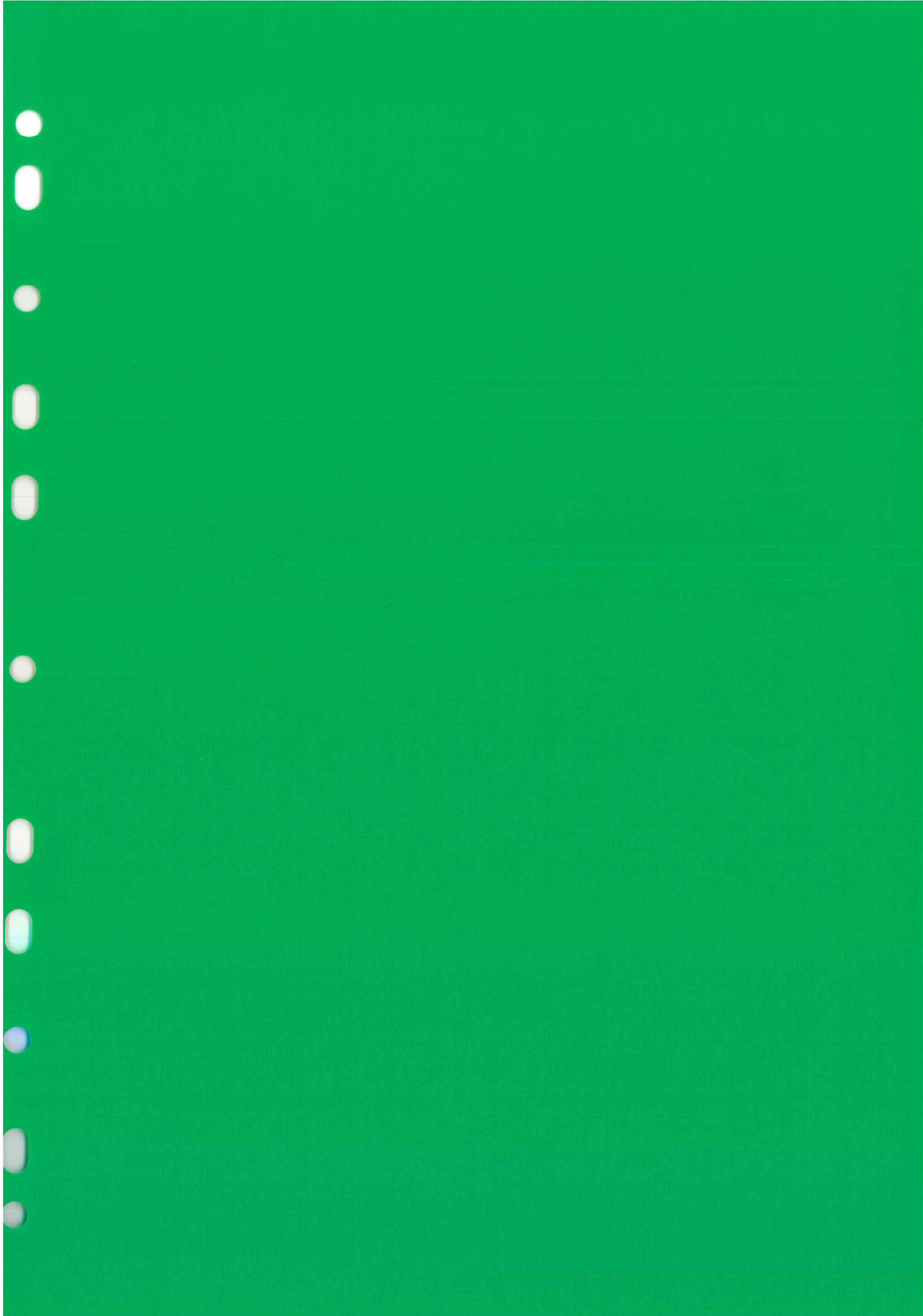
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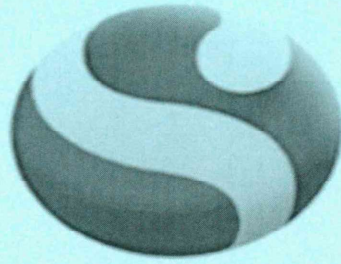
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**DESCRIPTION: APPOINTMENT OF A SUITABLY PROFESSIONAL SERVICE
PROVIDER FOR PROVISION OF INTERNAL AUDIT FUNCTION FOR A PERIOD OF
36 MONTHS.**

4. SCHEDULE 4 SBD 3.3 PRICING TABLE





S A M B A
S O L U T I O N S

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: <u>SAMBA SOLUTIONS INC</u>	BID NO.: <u>SANAS/INTERNALAUDIT/2025-26/08</u>
CLOSING TIME 11:00	CLOSING DATE: <u>11/11/2025</u>

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R. 2 465 255.00

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

TEAM LEADER/PROJECT MANAGER - LINDWE NKOSI

R. 1 200.00

9 600.00

Sr. Audit Manager - RAMUDZULI RAPHALALANI

R. 900.00

7 200.00

Audit Manager - MELBORNE SHUMBA

R. 750.00

6 000.00

Auditor - N. MBATHA; S. ZULU & U. DASADA

R. 600.00

4 800.00

Trainee - THORISO SEFALA

R. 550.00

4 400.00

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

_____	R. _____	_____ days
_____	R. _____	_____ days
_____	R. _____	_____ days
_____	R. _____	_____ days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
_____	_____	_____	R. _____
_____	_____	_____	R. _____
_____	_____	_____	R. _____
_____	_____	_____	R. _____
TOTAL: R. _____			

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

PLEASE ALSO COMPLETE ANNEXURE A

Any enquiries regarding bidding procedures may be directed to the –
SANAS, Libertas Office Park,
305 Highway Street (Cnr Libertas and Highway Streets),
Equestria, 0184
Tel: 012 740 8535
Email: zanelen@sanas.co.za

UP

I, the undersigned (full name)

LINDIWE PEARL NKOSI

.....
Certify that over and above the table above, the information provided is true and correct, and understood the above document in full.

L. PEARL NKOSI

SIGNATURE

11/11/2025

DATE

CP



S A M B A
S O L U T I O N S

PRICING TABLE

ANNEXURE A: PRICING TABLE

Final award will be made based on the rates charged and the rates will be applied to the approved Internal Audit plan that is done on an annual basis by the Audit and risk committee subject to the annual available budget.

Year 1

	Activity	Rate (R)	Budgeted Hours	Budgeted Cost (R)
A General Management				
1	Updating Operational and Strategic Internal Audit Plan	R 500.00	10	R 5 000.00
2	Management liaison and project management	R 500.00	30	R 15 000.00
B Activities				
3	Annual Financial Statements Review	R 500.00	70	R 35 000.00
4	Annual Performance Report Review	R 500.00	50	R 25 000.00
5	Quarterly Performance Information (Q1-Q4)	R 500.00	50	R 25 000.00
		R 500.00	50	R 25 000.00
		R 500.00	50	R 25 000.00
		R 500.00	50	R 25 000.00
6	Audit follow-up	R 500.00	50	R 25 000.00
		R 500.00	50	R 25 000.00
		R 500.00	50	R 25 000.00
		R 500.00	50	R 25 000.00
7	Knowledge Transfer and Special projects Review	R 500.00	100	R 50 000.00

U.P

No	Activity	Rate (R)	Budgeted Hours	Budgeted Cost (R)
8	Accreditation Review	R 500.00	130	R 65 000.00
9	Information Technology- ITGC (Including Cyber Security Review)	R 500.00	230	R 115 000.00
10	Internal Financial Control	R 500.00	110	R 55 000.00
11	Supply Chain and Contract Management Review	R 500.00	110	R 55 000.00
12	Review of the Strategic and Annual Performance Plan	R 500.00	70	R 35 000.00
C	Reporting			
13	Reporting and attendance of Audit & Risk Committee	R 500.00	50	R 25 000.00
Total				680 000.00
VAT				102 000.00
Total Inc VAT				782 000.00

Year 2 with escalations

	Activity	Rate (R)	Budgeted Hours	Budgeted Cost (R)
A General Management				
1	Updating Operational and Strategic Internal Audit Plan	R 525.00	10	R 5 250.00
2	Management liaison and project management	R 525.00	30	R 15 750.00
B	Activities			
3	Annual Financial Statements Review	R 525.00	70	R 36 750.00

4	Annual Performance Report Review	R 525.00	50	R 26 250.00
5	Quarterly Performance Information (Q1-Q4)	R 525.00	50	R 26 250.00
		R 525.00	50	R 26 250.00
		R 525.00	50	R 26 250.00
		R 525.00	50	R 26 250.00
6	Audit follow-up	R 525.00	50	R 26 250.00
		R 525.00	50	R 26 250.00
		R 525.00	50	R 26 250.00
		R 525.00	50	R 26 250.00
7	Knowledge Transfer and Special projects Review	R 525.00	100	R 52 500.00

No	Activity	Rate (R)	Budgeted Hours	Budgeted Cost (R)
8	Accreditation Review	R 525.00	130	R 68 250.00
9	Information Technology- ITGC (Including Cyber Security Review)	R 525.00	230	R 120 750.00
10	Internal Financial Control	R 525.00	110	R 57 750.00
11	Supply Chain and Contract Management Review	R 525.00	110	R 57 750.00
12	Review of the Strategic and Annual Performance Plan	R 525.00	70	R 36 750.00
C	Reporting			
13	Reporting and attendance of Audit & Risk Committee	R 525.00	50	R 26 250.00
Total				714 000.00

VAT	107 100.00
Total Inc VAT	821 100.00

Year 3 with escalations

	Activity	Rate (R)	Budgeted Hours	Budgeted Cost (R)
A General Management				
1	Updating Operational and Strategic Internal Audit Plan	R 551.25	10	R 5 512.50
2	Management liaison and project management	R 551.25	30	R 16 537.50
B Activities				
3	Annual Financial Statements Review	R 551.25	70	R 38 587.50
4	Annual Performance Report Review	R 551.25	50	R 27 562.50
5	Quarterly Performance Information (Q1-Q4)	R 551.25	50	R 27 562.50
		R 551.25	50	R 27 562.50
		R 551.25	50	R 27 562.50
		R 551.25	50	R 27 562.50
6	Audit follow-up	R 551.25	50	R 27 562.50
		R 551.25	50	R 27 562.50
		R 551.25	50	R 27 562.50
		R 551.25	50	R 27 562.50
7	Knowledge Transfer and Special projects Review	R 551.25	100	R 55 125.00

No	Activity	Rate (R)	Budgeted Hours	Budgeted Cost (R)
8	Accreditation Review	R 551.25	130	R 71 662.50
9	Information Technology- ITGC (including Cyber Security Review)	R 551.25	230	R 126 787.50
10	Internal Financial Control	R 551.25	110	R 60 637.50
11	Supply Chain and Contract Management Review	R 551.25	110	R 60 637.50
12	Review of the Strategic and Annual Performance Plan	R 551.25	70	R 38 587.50
C	Reporting			
13	Reporting and attendance of Audit & Risk Committee	R 551.25	50	R 27 562.50
Total				749 700.00
VAT				112 455.00
Total Inc VAT				862 155.00

