ROBBEN ISLAND MUSEUM

P O Box 51806
V & A Waterfront
8002
South Africa
Phone: 021 413-4200
Fax: 021 425-0206

Purchase Order

Date	Page
May 11, 2026	1
Purchase Order Number	
PO0013462	

Vendor Address:

Deloitte
Gallo Manor
REG: 2005/007151/07
2052

Ship To:

ROBBEN ISLAND MUSEUM
P O Box 51806
V & A Waterfront
8002
South Africa

Reference	Contact	Vendor Number	PO Date	Terms	Ship Via	Expected Arrival
RFQ570		DEL001	May 11, 2026	2		May 12, 2026

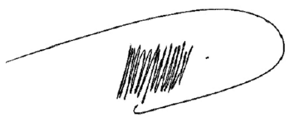
Qty. Ordered	Vendor Item Number	Description	Drop-Ship	Unit Cost	UOM	Extended Price
1		Provision of Job Evaluation Servic	No	38,970.000000	1	38,970.00

Comments:
For more information please contact
Mmakgomok@robben-island.org.za
All invoices to be sent to
Accounts@robben-island.org.za

Prepared by: Lungisani
Checked on csd by: Lungisani
Approved by:

Tax Summary:
SAR1 0.00

MA MACHELA



Less: included tax	**0.00**
Subtotal	**38,970.00**
Total tax	**0.00**
Total purchase order	**38,970.00**

Download file | iLovePDF
User Registration Check - Centr

secure.csd.gov.za/Home/RegistrationCheck#

national treasury
Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

CENTRAL SUPPLIER
DATABASE
FOR GOVERNMENT

Home Search Links Reports Contact Help Support RFQ Account

For more information about your supplier details contact us here

Results for "2005/007151/07"

- Registered - In progress - Not Registered - Deleted - Registration Report - Registration Summary Report

Show 10 entries

Supplier Number	Legal Name	Trading Name	Request Status	Active	Reports	Registration Status
MAAA0010699	DELOITTE CONSULTING			✔		✔

Showing 1 to 1 of 1 entries

Previous Next

Back

Downl Inbox Update User R SAGE Remo ENG US 13:19 2026/05/11

Robben Island MUSEUM

G: CONFIRMATION OF THE BUDGET -MANAGEMENT ACCOUNTING					
Account Number	**Total**	**Human Resources** 6870-40			
Annual Budget	**858 315,88**	**858 315,88**			
Project	**0,00**	**0,00**			
Transfers	**-50 000,00**	**-50 000,00**			
Budget Remaining	**808 315,88**	**808 315,88**			
Actual Accpac	**0,00**	**0,00**			
Budget Remaining	**808 315,88**	**808 315,88**			
Commitments	**0,00**	**0,00**			
Budget Remaining After Commitments	**808 315,88**	**808 315,88**			
Current Requisition	**-44 815,50**	**-44 815,50**			
Actual YTD Spending	**0,00**	**0,00**			
Budget Available to Spent	**763 500,38**	**763 500,38**			
Comments:	*RFQ Motiv - Provision of job evaluation services * Service Provider : Deloitte Consulting (Pty) Ltd 23.04.26				
Authorised by:	A. Adams				
Signature:	pp				2026/04/ 23
Comments SMA:					
The goods/service is hereby confirmed to be acceptable.					
Contract award is hereby APPROVED / NOT APPROVED (delete inapplicable) according to delegation______________ (specify delegation used)					
Authorised by:	N. Mona				Chief Financial Officer
Signature:	2026/04/24				2026/04/

Deloitte.

STATEMENT OF WORK ("SOW") YEAR 2 - #1

1. **THE PARTIES**
   Robben Island Museum *with registration number: 1987/025978/23* ***and Deloitte Consulting (Pty) Ltd*** *with registration number: 2005/007151/07 ("Deloitte") have entered into an AGREEMENT FOR THE PROVISION OF JOB EVALUATION SERVICES with an effective date as of* ***01 December 2024*** *("Agreement"). The Parties accordingly wish to enter into this SOW that will incorporate all the terms of the Agreement unless updated specifically in this SOW for this SOW only.*

2. **DEFINITIONS**
   The definitions and rules of interpretation contained in the Agreement shall apply to this SOW unless expressly stated otherwise.

3. **SERVICES & FEES**
   Deloitte shall provide any of the Services specified hereunder, subject to sections 4 and 5 of the Letter, for the period **01 April 2026** (commencement date) to **31 May 2026** (completion date).

Project Element	Cost per Unit		# Units required	On-site / Virtual	Total Fees Excl. VAT
	On-site	Virtual			
1. Independent Job Evaluation (with Interview)	R 5 165 per job with a min. of 2 jobs	R 5 060 per job			
2. Independent Job Evaluation (Desktop)	Not applicable	R 3 545 per job			
3. Job Grade Audits	Not applicable	R 3 815 per hour			
4. Presentations	R 4 330 per hour with a min. of 2 hrs	R3 815 per hour	9	On-site	R 38 970
5. Travel by vehicle	R5.11 per km. Any distance >35km from Deloitte's office, will incur additional consulting fees at R3 545 p/hour or part thereof.				
6. Other travel costs/ expenses	Actual costs incurred				
				TOTAL FEES (excl. VAT)	R 38 970

4. **ADDITIONAL TERMS**
   The above presentations are two job Evaluation familiarisation sessions for the Management and HR teams.

Robben Island Museum		**Deloitte Consulting (Pty) Ltd**	
Signature(s)	*(Who warrants that s/he is duly authorised to Sign)*	**Signature(s)**	*(Who warrants that s/he is duly authorised to Sign)*
Name:	Mmakgomo Kekana-Salumu	**Name:**	**Leslie Yuill**
Title:	Senior OD & Transformation Specialist	**Title:**	**Senior Associate Director**
Date:	16 April 2026	**Date:**	**11 March 2026**

JUSTIFICATION FOR SOLE/SINGLE SOURCE PROCUREMENT FORM

This form is for use by Robben Island Museum personnel when an item or service exceeds R2000.00 and competition is not practicable. Completion of this form does not constitute approval that the proposed supplier will be selected. The Supply Chain Management Division may require additional information. The requestor/end-user is responsible for providing the required information and documentation. The Supply Chain Management Practitioner will work with the end-user/cost centre to ensure that the rationale meets the Treasury Regulations & Guidelines. This may include suggesting alternative suppliers or products, documenting price reasonability, and soliciting competitive bids.

Sole Source: Only one vendor/supplier is capable of providing a particular item or service

Single Source: A product or service is available from more than one source, but for particular reasons, it must be purchased from a specific supplier.

Brand Name: A product or feature is essential to specified requirements, and market research indicates other companies similar products do not meet or cannot be modified to meet those requirements. Typically, the product or feature can be obtained from multiple sources

1. Cost Centre Information

Cost Centre Name	
Cost Centre No.	
Tel/email	
Proposed Supplier	**Deloitte Consulting (Pty) Ltd**
Supplier Tel & Email	**+27 (0)11 806 5400**
Description of product/services	**Independent job evaluation services using the Peromnes® job evaluation methodology, training in Peromnes® and/or the licensing of the Peromnes® job evaluation system**
Cost	

2. **Please check the appropriate box (es) to support the sole supplier/single source request:**

	Check √×	**Justification reference**
1 Repair or maintenance parts are unavailable from sources other than the original equipment manufacturer or their designated service dealer		
2 Upgrade to existing software-available only from this software producer who sells on a direct basis		
3 The commodity or service must match existing brand of equipment for compatibility and is available from only one vendor.		
4 Used, reconditioned or demonstration equipment available at lower-than-new cost. Show cost comparison and attach pricing information. Requisition __________ New _____________		
5 Sole provider of a patented or licensed product, copyright, secret processes, control of certain materials or components providing superior utility or capability that cannot be found from similar products		
6 Sole provider of service/maintenance/product		
7 Sole supplier confirmation/affidavit attached		
8 Supply of goods or services is controlled by a statutory monopoly		
9 Only one supplier can meet the delivery date requirement		
10 Work performed on a property by a contractor according to provisions of a warranty or guarantee		
11 Procurement of subscriptions to newspapers, magazines, or other periodicals.		
13 Product/service specified in the grant/contract		
14 Compatibility for research: acquisition of equipment or suppliers to replicate specific experiments, using the exact goods that produce the original results.		
15 Other: For example, what are the unique features or performance capabilities of this product or service that are unique <u>only</u> to this particular product or service and thus set it apart. Explain:		

Where possible, documentary evidence to be included as part of the audit trail, e.g. an extract of a provision in contract in terms of which a funder instructs that a product or service be acquired from a specific supplier.

3. Summary of Market Analysis

a. List the names of suppliers contacted, contact person and a summary of their responses.

______________________________________**N/A**_______________________________
___
____
____
____

b. How was this manufacturer/brand/service provider selected?

a) <u>Independent job evaluation services using the Peromnes® job evaluation methodology, training in Peromnes® and/or the licensing of the Peromnes® job evaluation system</u>

b) <u>Robben Island Museum currently applies the Peromnes System to determine the level and Remuneration of each job in the organisation as stated in the Recruitment Policy</u>

c. Explain the market research and/or evaluation of other products suppliers or service providers performed to make the sole source/single source recommendation. Must include price comparisons to other products/services similar, but not equal to, the product in question.

_____________________________**N/A**_____________________________________
____
____
____

4. Declaration/Certification

I understand that a competitive process is an important component of ensuring fair and cost-effective procurement, and I acknowledge RIM's commitment to the principle of fairness to any vendor who would like to do business with RIM. After observing these principles and considerations, I hereby submit that the goods, services, and/or supplier specified in the accompanying requisition fit RIM's sole supplier criteria for the reasons explained above.

I certify that to the best of my knowledge, the following reasons, explanations and documentation justify that this requisition is a sole supplier/single source purchase. I have provided this information, and any questions can be directed to my attention. I understand that I may be required to justify this sole supplier procurement before appropriate authority and that by signing this document knowing any of it to be false may subject me to disciplinary action.

5. Determination

The undersigned states that he/she has prepared the above documentation and that the facts and data set forth are complete and accurate to the best of the undersigned's knowledge. There is no Conflict of Interest. I understand that a delegated official will make the final decision to approve or disapprove the sole supplier/single source procurement.

Name and Designation	Signature	Date
Mmakgomo Kekana-Salumu		02-06-2026

For APPROVAL

Recommend approval of Sole Supplier/Single Source Procurement: - Purchase as requested.

Recommend disapproval of Sole Supplier/Single Procurement: - Issue RFQ or Competitive Bids

______________________________ ______

SCM SENIOR MANAGER

DATE

RECOMMNEDED/NOT RECOMMENDED

______________________________ ______

CHIEF FINANCIAL OFFICER DATE

APPROVED/NOT APPROVED

______________________________ ______

CHIEF EXECUTIVE OFFICER DATE

Deloitte.

Private Bag X6
Gallo Manor 2052
South Africa

Deloitte Consulting (Pty) Ltd
Registration No: 2005/007151/07
Deloitte
5 Magwa Crescent
Waterfall City
Waterfall
Docex 10 Johannesburg

Tel: +27 (0)11 806 5400
Fax: +27 (0)11 806 5444
www.deloitte.com

21 November 2024

Ms. Mmakgomo Kekana Salumu
Senior OD and Transformation Specialist
Robben Island Museum
Nelson Mandela Gateway
Victoria and Alfred Waterfront
Cape Town
South Africa
8001

Email: MmakgomoK@robben-island.org.za

Our Ref: 202404240070

Dear Ms Kekana Salumu

Peromnes® Job Evaluation Services: Two (2) Year Term 1 December 2024 – 30 November 2026

1 Introduction

Robben Island Museum ("RIM") currently applies the Peromnes® job evaluation methodology and requires Deloitte Consulting (Pty) Ltd ("Deloitte") to, as and when required in writing by RIM, conduct independent job evaluations on selected jobs, participate as a job evaluation expert to the internal job evaluation committee (where applicable) and/or provide training in the use of the methodology and system ("Services").

Upon written request from RIM to Deloitte to perform part or all of the Services, the Parties herein confirm that they will complete a Statement of Work ("SOW"), using the template in Annexure B, for each instance of delivery of the relevant part of the Services. The SOW will include all the information applicable to the Services and the Parties will be required to execute the SOW before the delivery of the any Services.

This Letter of Engagement including Annexures A and B (jointly referred to as the "Letter"), together with the applicable Statement of Work ("SOW"), serves as a record of the details of the Services to be provided to RIM. This Letter will be valid from 1 December 2024 to 30 November 2026.

The fees quoted in this Letter are based on the understanding that RIM does not currently license the Peromnes® job evaluation system from Deloitte.

2 Peromnes® Ownership

Deloitte is the sole proprietor of and holds all intellectual property and other proprietary rights to the Peromnes® job evaluation system, including the provision of consulting services relating thereto. Accordingly, no other service provider, individual or organisation is permitted to license and/or provide consulting services in relation to the Peromnes® job evaluation system.

3 Job Evaluation Methodology

Jobs are evaluated to determine a job grade, and the compilation of the job evaluation process can differ based on the specific circumstances surrounding the request to grade a job. The specific approach will be agreed upon between Deloitte and RIM in the relevant SOW.

Deloitte.

The approaches that can be followed include:
- Independent job evaluation by Deloitte to establish the appropriate job grade.
- Auditing job grades.

It is important to note that job evaluation evaluates the job and not the person. It is, therefore, critical that there is agreement on the scope and accountabilities of each role before commencing any job evaluation session.

RIM is to provide Deloitte with an approved Organisational Structure(s) and job profiles/descriptions, checked and agreed upon by the relevant incumbents, superiors and, if appropriate, trade union representatives. It is essential that matters such as individual performance or any other personal attributes are not considered during the job evaluation process.

Should RIM not have the required Organisation Structure(s) and or job profiles/descriptions in place, Deloitte may be able to assist RIM with services in this regard. Should this be required, these services will be scoped, priced, and contracted separately.

3.1 Independent Job Evaluation

Deloitte will review the approved job description and, upon request from RIM, may also interview job content experts, such as a line manager and/or job incumbent at RIM, before grading the job on the Peromnes® evaluation system. Deloitte shall provide a grading report with the results within five (5) working days following the last interview relating to a specific grading request, or within a period agreed to by the parties in terms of a project plan, as detailed in the respective SOW.

3.2 Audit of job grades

Deloitte will determine the size and composition of the sample of jobs to be audited and present this to RIM. During the audit, the job content, as per the job description and organisation structure will be compared to the system generated *"Job Audit Reports"* to verify that the job grade methodology of the particular system was applied consistently and accurately. Typically, Deloitte is able to audit between two (2) to three (3) jobs per hour, depending on the comprehensiveness of information at hand.

Deloitte will prepare and submit a *"Grade Audit Report"* within five (5) working days after completing the last audit.

4 Contracting Construct and Request for Services

In order to provide a fair turnaround time when receiving requests for Services relating to this Letter, RIM shall make a request for Services in writing no less than ten (10) working days before the first delivery. Any requests with a shorter notice period, can only be considered if in line with the then consultant resourcing availability.

Deloitte shall be entitled to apply penalty fees where scheduled interview dates are changed less than three (3) working days before the scheduled date or not honoured. The penalty fees shall be applied as described in the Fee Schedule under section 5 in this Letter.

The parties agree that for each relevant SOW, the combined Services required will need to accommodate a minimum value of R11,500 (excl. VAT) before it is signed, and any Services can commence. Where the total for the work request is below the indicated minimum fee, the minimum fee will be charged.

5 Standard Terms and Conditions of Service

This Letter and each SOW shall be subject to the standard terms and conditions as set out in Annexure A to this Letter.

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6 Fee Schedule

All fees are quoted per unit as indicated and exclude VAT and expenses.
All fees will be adjusted by approx. 8% effective 1 December 2025 and are reflected in Annexure B (Year 2) of this Letter.

Project Element	Notes	Cost per Unit	
		On-site	Virtual
1. Independent Job Evaluation (with Interview)	• Based on the job description provided. • Include an interview with a job content expert. • Provide reports in separate viewing access on the system once available.	R4 780 per job with a min. of 2 jobs	R4 685 per job
2. Independent Job Evaluation (Desktop)	• Based on the job description and position information provided.	Not applicable	R3 280 per job
3. Job Grade Auditing	• Includes determining the sample size, level, and composition. • Review job descriptions, factor points, grades, and internal alignment between similar roles. • Provision of an Audit Report.	Not applicable	R3 530 per hour
4. Presentations	• Relating to job evaluation services, including: • Grading result presentations • Information sessions regarding job evaluation	R4 010 per hour with a min. of 2 hrs	R3 530 per hour
5. Penalties relating to short notice changes in interview dates	• Change or cancellation of confirmed dates 3 days before the scheduled date.	25% of interview/ meeting fee	
	• Change or cancellation of confirmed dates 2 days before the scheduled date.	50% of interview/ meeting fee	
	• Change or cancellation of confirmed dates on the scheduled date.	100% of interview/ meeting fee	
	• Interview fee = 50% of the fee per job evaluation • Meeting fee = fee based on scheduled number of hours		
6. Travel by vehicle	• Reimbursive cost, based on km between client premises and Deloitte office. Any distance greater than 35km from Deloitte's office, will incur additional consulting time at R3 280 p/hour or part thereof.		R5.11 per km
7. Other travel costs and expenses	• Reimbursive cost.		Actual costs incurred

Deloitte will invoice RIM from time to time for the project fees, as set out in each SOW. Payment shall be made by RIM within thirty (30) from the date of the invoice. Where payment has not been received within 30 (thirty) days, Services will be suspended until the settlement of overdue invoices. RIM must inform Deloitte of any requirements that Deloitte should be aware of regarding RIM's payment process to avoid delays.

7 Acceptance

This Letter, including its Annexures, constitutes the entire Agreement between the Parties. Kindly confirm your acceptance of this Agreement by signing the below acceptance of the Letter and initialling each page of the Letter and its Annexures to confirm our understanding.

Should you require further clarity and elaboration on any aspect of this Letter, please do not hesitate to contact your Deloitte consultant, Ilana Shone at +27 82 4910860 or ishone@deloitte.co.za.

Yours sincerely

Leslie Yuill
Senior Associate Director
Deloitte Consulting (Pty) Ltd

Deloitte.

Robben Island Museum
Job Evaluation Services | 1 December 2024 to 30 November 2026 | Acceptance Letter

Signatory Details

I, being duly authorised to sign on behalf of and bind ***Robben Island Museum****, hereby confirm that I have read and accept this Letter and the Annexures, including the Deloitte Standard Terms and References.*

Name:	Jonty Tshipa	Position:	Acting CEO
Email:	jontyt@robben-island.org,za	Telephone:	082 657 6894
Signature:		Date:	06/05/2025

Contact person within Robben Island Museum

Name:	Mmakgomo Kekana-Salumu	Position:	Senior OD & Transformation Specialist
E-mail:	MmakgomoK@robben-island.org.za	Telephone:	021 413 4280 / 0824741150
Signature:		Date:	26 March 2025

PO Number (if required):	
VAT Number:	

Annexure A: Standard Terms and Conditions

Refer to separately attached document v4.02
Please initial each page and return with the Acceptance Letter

Annexure B: Example Template of SOW

Please see overleaf for the template example (this does not need to be initialled or signed).
Please note that individual SOW's will be prepared for signature for each service specification required during the agreement period.

Deloitte.

Annexure B: Example Template of SOW Year 1

STATEMENT OF WORK ("SOW") YEAR 1 - #X

1. THE PARTIES

*Robben Island Museum with registration number: 1987/025978/23 and Deloitte Consulting (Pty) Ltd with registration number: 2005/007151/07 ("Deloitte") have entered into an AGREEMENT FOR THE PROVISION OF JOB EVALUATION SERVICES with an effective date as of **1 December 2024** ("Agreement"). The Parties accordingly wish to enter into this SOW that will incorporate all the terms of the Agreement unless updated specifically in this SOW for this SOW only.*

2. DEFINITIONS

The definitions and rules of interpretation contained in the Agreement shall apply to this SOW unless expressly stated otherwise.

3. SERVICES & FEES

Deloitte shall provide any of the Services specified hereunder, subject to sections 4 and 5 of the Letter, for the period _________________ (commencement date) to _______________ (completion date).

Project Element	Cost per Unit		# Units required	On-site / Virtual	Total Fees Excl. VAT
	On-site	Virtual			
1. Independent Job Evaluation (with Interview)	R 4 780 per job with a min. of 2 jobs	R 4 685 per job			
2. Independent Job Evaluation (Desktop)	Not applicable	R 3 280 per job			
3. Job Grade Audits	Not applicable	R 3 530 per hour			
4. Presentations	R 4 010 per hour with a min. of 2 hrs	R3 530 per hour			
5. Travel by vehicle	R5.11 per km. Any distance >35km from Deloitte's office, will incur additional consulting fees at R3 280 p/hour or part thereof.				
6. Other travel costs/expenses	Actual costs incurred				
				TOTAL FEES (excl. VAT)	

4. ADDITIONAL TERMS

____

____

Robben Island Museum	Deloitte Consulting (Pty) Ltd
____________________ *(Who warrants that s/he is duly authorised to Sign)* Signature(s)	____________________ *(Who warrants that s/he is duly authorised to Sign)* Signature(s)
Name:	Name:
Title:	Title:
Date:	Date:

Deloitte.

Annexure B: Example Template of SOW Year 2

<u>STATEMENT OF WORK ("SOW") YEAR 2 - #X</u>

1. <u>THE PARTIES</u>

__Robben Island Museum__ with registration number: __1987/025978/23 and Deloitte Consulting (Pty) Ltd__ with registration number: 2005/007151/07 ("Deloitte") have entered into an AGREEMENT FOR THE PROVISION OF JOB EVALUATION SERVICES with an effective date as of __1 December 2024__ ("Agreement"). The Parties accordingly wish to enter into this SOW that will incorporate all the terms of the Agreement unless updated specifically in this SOW for this SOW only.

2. <u>DEFINITIONS</u>

The definitions and rules of interpretation contained in the Agreement shall apply to this SOW unless specifically stated otherwise.

3. <u>SERVICES & FEES</u>

Deloitte shall provide any of the Services specified hereunder, subject to section 4 and 5 of the Letter, for the period ________________ (commencement date) to ______________ (completion date).

Project Element	Cost per Unit		# Units required	On-site / Virtual	Total Fees Excl. VAT
	On-site	Virtual			
1. Independent Job Evaluation (with Interview)	R5 165 per job with a min. of 2 jobs	R 5 060 per job			
2. Independent Job Evaluation (Desktop)	Not applicable	R 3 545 per job			
3. Job Grade Audits	Not applicable	R3 815 per hour			
4. Presentations	R4 330 per hour with a min. of 2 hrs	R3 815 per hour			
5. Travel by vehicle	R per km (TBC Sept 2025). Any distance >35km from Deloitte's office, will incur additional consulting fees at R3 545 p/hour or part thereof.				
6. Other travel costs/expenses	Actual costs incurred				
				TOTAL FEES (excl. VAT)	

4. <u>ADDITIONAL TERMS</u>

____

____

Robben Island Museum	Deloitte Consulting (Pty) Ltd
____________________ Signature(s) *(who warrants that s/he is duly authorised to Sign)*	____________________ Signature(s) *(who warrants that s/he is duly authorised to Sign)*
Name:	Name:
Title:	Title:
Date:	Date:

STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES (for use in proposals and letters of engagement)

1 DEFINITIONS

In this Agreement, unless the context clearly indicates a contrary intention, the following expressions and words have the meanings assigned to them below and derivative expressions and words will have a corresponding meaning:

1.1 "**Affiliate**" means, in relation to any company, a subsidiary or a holding company of a Party, or any subsidiary of the holding company and all of its subsidiaries or any person (including a company, partnership or trust), any other person over which, or over the management of which, control can be exercised directly or indirectly by persons who can or do also exercise control directly or indirectly over that person or its management. For the purpose of this definition "control" will bear the same meaning as assigned to in section 2 of the Companies Act (changed as necessary to apply to the person(s) involved and subsidiary and holding company shall have the meaning defined in the Companies Act.

1.2 "**Agreement**" means the Terms, the Proposal/Letter, any other annexures, schedules, and SOWs hereto, and amendments to any of these components (in accordance with clause 24.3), which together constitutes the contract between the Parties;

1.3 "**Beneficiary**" or "**Beneficiaries**" means a third party or parties that Deloitte and the Client agree may obtain access to, benefit and rely on the Deliverables (or any part thereof) on terms and conditions to be agreed to in writing between Deloitte and such third party or parties;

1.4 "**Business Day"** means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;

1.5 "**Charges**" means the Fees, Reimbursable Expenses and VAT payable to Deloitte under this Agreement;

1.6 "**Client**" means the client whose name appears in the Proposal/Letter;

1.7 "**Companies Act**" means the Companies' Act 71 of 2008, as amended or substituted;

1.8 "**Confidential Information**" is as defined in clause 10.1;

1.9 "**Deloitte**" means Deloitte Consulting (Proprietary) Limited, a private company incorporated in accordance with the laws of South Africa, with registration number 2005/007151/07;

1.10 "**Default**" means any failure by either Party to fulfil its obligations in terms of this Agreement;

1.11 "**Deliverable**" refers to anything tangible delivered pursuant to the Services;

1.12 "**Effective Date**" means the date on which any Confidential Information is first disclosed between the Parties, or the date on which Deloitte commences rendering the Services to the Client, or the date of written acceptance by the Client of the Letter/Proposal, whichever is the earliest date;

1.13 "**Fees**" means the professional fees charged by Deloitte for the Services, as set out in the Agreement, which excludes VAT and Reimbursable Expenses;

1.14 "**Government Official**" means: (a) any employee or officer of a government, including, without limitation, any national, regional or local department, agency or instrumentality of a government (including state-owned entities); (b) any official or employee of a public international organisation (such as the World Bank or United Nations); and (c) any person acting in an official capacity for, or on behalf of, any entity identified in subparts (a) and (b);

1.15 "**Key Personnel**" of the Parties are selected members of the Personnel of the Parties who are involved in the Services under this Agreement, and identified as such in the Agreement;

1.16 "**Parties**" or "**Party**" means Deloitte or the Client individually or collectively as the context may require;

1.17 "**Personnel**" of a Party includes employees, directors, agents, consultants, contractors, subcontractors, Professional Advisors, or other representatives of the Party, while "**Employees**" of a Party is limited to employees (whether permanent or fixed term) and directors of the Party;

1.18 "**Project**" means the Client project for which Deloitte is rendering Services, as set out in the Agreement;

1.19 "**Professional Advisor**" means a Party's duly appointed attorneys, auditors and other professional advisors or service providers from time to time, acting in their capacity to provide professional services to such Party;

1.20 "**Proposal/Letter**" means the engagement letter or proposal (and any annexures and schedules thereto) to which these Terms are attached;

1.21 "**Reimbursable Expenses**" means the out-of-pocket expenses actually and reasonably incurred by Deloitte in performing its obligations under the Agreement;

1.22 "**RSA**" means the Republic of South Africa;

1.23 "**Services**" means the services to be rendered by Deloitte to the Client, as set out in the Agreement;

1.24 "**SOW**" or "**Statement of Work**" is as defined in clause 21.1;

1.25 "**Terms**" means these standard terms and conditions; and

Please initial here

AJ	JT	

1.26 "**VAT**" means value-added tax.

2 INTERPRETATION

2.1 The headings to the clauses in these Terms are for convenience reference purposes only, shall not be used in the interpretation of this Agreement, and shall not limit or extend the language of the clauses to which they refer.

2.2 Words and phrases defined in this Agreement shall also apply in the interpretation of the same words and phrases in annexures or schedules to this Agreement, save where specifically indicated to the contrary in such annexures or schedules.

2.3 Unless the context otherwise requires:

2.3.1 The singular shall import and include the plural and vice versa;

2.3.2 Words indicating a gender shall import and include other genders;

2.3.3 Words indicating natural persons shall include juristic persons;

2.3.4 The Gregorian calendar shall be the basis for any years, quarters, months or dates expressed in this Agreement; and

2.3.5 References to clauses, schedules, parts and sections are, unless otherwise provided, references to clauses, schedules, parts and sections of this Agreement.

2.4 If any provision in a definition, including the defined words and expressions in clause 1 (and elsewhere in the Agreement), is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in a definition clause, effect shall be given to it as if it were a substantive provision of the Agreement.

2.5 The use of the word 'including' followed by a specific example or examples shall not be construed or interpreted as limiting the meaning of the general wording preceding it. The *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example or examples, and where general words follow particular and specific words, the general words must not be confined to the particular or specific words used in the context.

2.6 When any number of days is prescribed in this Agreement, same shall be reckoned inclusively of the first and exclusively 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 immediately following Business Day. 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.

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

2.8 Where there is a conflict between the Terms and the Proposal/Letter, the Proposal/Letter shall take precedence over the Terms.

2.9 The Parties agree that the rule of construction that the Agreement shall be interpreted against the Party responsible for the drafting of the Agreement, shall not apply.

2.10 If any provision or undertaking in this Agreement is or becomes illegal, invalid or unenforceable, such provision shall be divisible and be regarded as *pro non scripto*, the remainder of this Agreement to be regarded as valid and binding.

2.11 Any provisions of this Agreement which are expressly stated to extend beyond the expiration or termination of this Agreement shall survive such expiration or termination.

2.12 The provisions of the following clauses shall survive termination of this Agreement, and continue to bind the Parties:

2.12.1 Clause 4 (Deloitte as the Contracting Party);

2.12.2 Clause 5 (Relationship of the Parties);

2.12.3 Clause 6.5 (Non-solicitation of Personnel) - for a period of six (6) months after the termination or expiration of this Agreement;

2.12.4 Clause 7.8 (Warranty on Deliverables) - for a period of six (6) months after the termination or expiration of this Agreement;

2.12.5 Clause 9 (Invoicing and Payment) – until all payments under the Agreement have been made by the Client;

2.12.6 Clause 10 (Confidentiality) – for a period of 5 (five) years;

2.12.7 Clause 11 (Intellectual Property);

2.12.8 Clause 13 (Limitation of Liability);

2.12.9 Clause 14 (Disclaimers);

2.12.10 Clause 17 (Breach);

2.12.11 Clause 18.7.1 (General terms applicable to termination);

2.12.12 Clause 19 (Dispute Resolution);

2.12.13 Clause 20 (Warranties);

2.12.14 Clause 25 (Notice and Communications); and

2.12.15 Schedule 1 Data Protection).

3 APPOINTMENT AND DURATION

3.1 The Client hereby appoints Deloitte to render the Services to the Client, as set out in this Agreement, and Deloitte accepts such appointment.

3.2 It is specifically recorded that a number of assumptions have been made by the Parties around the rendering of the Services, and these are as set out in the Agreement. It is agreed that should any of these assumptions be proven to be incorrect (by either Party), this will be treated as a change of scope to the Agreement, and will be dealt with accordingly by the Parties.

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3.3 This Agreement shall commence on the Effective Date and shall, unless terminated earlier in terms of this Agreement in accordance with the provisions of clause 18 (Termination), automatically expire in accordance with the provisions of clause 18.1 (Automatic Expiry).

4 DELOITTE AS THE CONTRACTING PARTY

4.1 Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee ("**DTTL**") and each DTTL member firm, is a separate and independent legal entity; cannot obligate each other and is only liable for its own acts or omissions and not those of each other; operates under the names "Deloitte", "Deloitte & Touche", "Deloitte Touche Tohmatsu" or other related names; renders services itself or through its subsidiaries or affiliates and not by DTTL; is bound to a particular geographic area; and is subject to the laws and professional regulations of the particular country or countries in which it operates.

4.2 Deloitte is a subsidiary of Deloitte & Touche Southern Africa (a professional partnership), which is a member firm of DTTL.

4.3 "**D&T Parties**" means all entities (including Deloitte) that are members of DTTL and each of their divisions, subsidiaries, companies owned or managed by DTTL, predecessors, successors and assignees, and all partners, principals, members, owners, directors, officers, employees and agents of all such entities.

4.4 This Agreement is solely between the Client and Deloitte as the entity contracting with the Client under this Agreement, notwithstanding the fact that certain Services under the Agreement may be carried out by subcontracted Personnel provided to Deloitte by other D&T Parties. No other D&T Party will have any liability to the Client, and the Client will not bring any claim or proceedings of any nature in any way, in respect of or in connection with this Agreement, against any other D&T Party.

5 RELATIONSHIP OF THE PARTIES

5.1 The Parties hereto are independent contracting parties, and the Personnel of one shall not be deemed to be Personnel of the other.

5.2 Neither Party shall act as the agent of the other, and neither Party shall have the authority, or represent that it has the authority, to bind the other Party. In addition, neither Party shall have any fiduciary duty towards the other Party under this Agreement; nor shall this Agreement (or any component thereof) be construed as imposing upon either of the Parties any of the fiduciary duties of directors as specifically prescribed by the Companies Act.

5.3 Nothing in this Agreement shall be construed as:

5.3.1 constituting a temporary employment service or labour brokering arrangement as contemplated in section 198 of the South African Labour Relations Act 66 of 1995, as amended; or

5.3.2 creating a partnership or joint venture between the Parties, and neither Party shall have any authority to incur any liability on behalf of the other or to pledge the credit of the other Party, unless such has been expressly agreed between the Parties and recorded in writing.

5.4 No person who is not a party to this Agreement shall have any rights under the Agreement to enforce any of its terms.

5.5 The Parties acknowledge that they may from time to time conclude other agreements unrelated to this Agreement. Rights and obligations existing under such other agreements will not result in rights and obligations under this Agreement. Neither Party shall be entitled to enforce its rights in such other agreements by withholding performance or applying set-off under this Agreement, or vice versa.

5.6 The relationship between the Parties shall be one of good faith and the Parties accordingly undertake to observe such good faith towards the other, and to act reasonably with respect to all matters that relate to the provisions of this Agreement.

5.7 Neither Party may assign or otherwise transfer the benefit of this Agreement without the written consent of the other, save that Deloitte may assign the benefit of this Agreement to any of its subsidiaries or Affiliates, including any successor in title.

6 PERSONNEL AND NON-SOLICITATION

6.1 <u>Personnel of the Parties</u>

6.1.1 The Parties will utilise Personnel as set out in the Agreement, and such Personnel will be available for the period as set out in the Agreement.

6.1.2 The Parties will each utilise such Personnel as is necessary to enable them to fulfil their respective obligations under this Agreement.

6.1.3 The Parties will ensure that the Personnel which they utilise pursuant to this Agreement have the requisite skills and experience for the role which each such person will be required to perform under this Agreement.

6.1.4 The Personnel of either Party may be unavailable for short periods of time for reasons including annual leave, internal meetings, and training. Each Party undertakes to minimise any disruption to the Services because of such circumstances.

6.2 <u>Client Personnel</u>

6.2.1 The Client acknowledges that the provision of Key Personnel by the Client, as set out in the Agreement, is critical to the Agreement. Such Key Personnel will, to

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the Client's reasonable knowledge and belief be able to perform their role as required for this Agreement, and will remain so for the duration of their involvement in the Services under this Agreement.

6.2.2 If, notwithstanding this obligation, any of the Client's Key Personnel are unavailable at any time, the Client may provide a reasonable substitute, provided the Parties agree that such a substitute is suitable for the intended position.

6.2.3 Where the Client is unable to provide a reasonable substitute member of Personnel, the Client is entitled to request Deloitte to provide a person to fulfil the Client role. The provision of additional or substitute Personnel by Deloitte is subject to prior written agreement between the Parties regarding the terms, costs and timing thereof, and the availability of such Personnel.

6.2.4 The Client shall at all times be responsible for the performance of its Personnel under this Agreement.

6.2.5 Deloitte shall not be liable to the Client for any delay or failure to render the Services, where such delay or failure is attributable to a breach by the Client resulting from non-fulfilment by the Client of its obligations under this clause 6.2.

6.3 Deloitte Personnel

6.3.1 The Key Personnel utilised by Deloitte in the rendering of the Services will, to the reasonable knowledge and belief of Deloitte:

6.3.1.1 be able to perform their role as required for this Agreement, and will remain so for the duration of their involvement in the Services under this Agreement; and

6.3.1.2 be available to render their components of the Services as described in this Agreement.

6.3.2 Deloitte shall utilise suitably qualified and trained Personnel to render the Services to the Client in terms of this Agreement.

6.3.3 Deloitte shall endeavour to utilise the Personnel disclosed in the Proposal/Letter, however Deloitte shall be entitled to allocate Personnel in accordance with the skills and knowledge required for the specific work to be performed, provided further that any exercise of such discretion shall not negatively impact upon the rendering of the Services by Deloitte to the Client in terms of this Agreement.

6.3.4 Deloitte acknowledges the need for the continuity of resources on the Project. Deloitte may however substitute Personnel at its discretion and will give reasonable notice to the Client of such substitution of Key Personnel, and will provide reasonable replacement Personnel of equivalent ability. Accordingly, where it is necessary for Deloitte Personnel to be reassigned or removed from the Project, and replaced, Deloitte shall, where reasonable in the particular circumstances, ensure that an appropriate handover to the replacement member(s) of Personnel is effected with minimal disruption to the Project.

6.3.5 Deloitte shall at all times be responsible for the employment taxes of its Employees, and shall be responsible for accounting for any such taxes to the relevant tax authorities.

6.3.6 The Client may reasonably request Deloitte to withdraw and/or replace any member of the Deloitte Personnel involved in the Services, on reasonable ethical or health and/or safety grounds. The Parties will engage in good faith to address any potential delays to the rendering of the Services, resulting from the above.

6.4 Project Managers

6.4.1 Each Party shall nominate a manager or equivalent senior resource responsible for the execution of the Project ("**Project Manager**"), as described in Schedule 2, which can be varied by way of a written notice to the other Party, who shall:

6.4.1.1 be available to consult with the Project Manager of the other Party on reasonable notice, on matters relating to the Project;

6.4.1.2 engage with the other Party to ensure that day-to-day decisions and approvals with respect to the Project are made timeously;

6.4.1.3 accept as a representative of the relevant Party any notices and correspondence from the other Party relating to the Project or the Agreement;

6.4.1.4 ensure the execution of any administrative or compliance-related matters under the Agreement for that Party; and

6.4.1.5 use commercially reasonable efforts to ensure the successful execution of the Project.

6.4.2 For Services to be rendered by Deloitte at the Client's premises, the Deloitte Project Manager will also be the on-site representative for Deloitte.

6.4.3 Either Party wishing to replace their Project Manager, shall do so by means of a written notice to the other Party.

6.5 Non-solicitation of Personnel

6.5.1 Neither Party shall solicit any member of the other Party's' Personnel involved in the Services under this Agreement, whether as an employee, consultant, partner or independent contractor, and whether for their own benefit or that of any related group entity, either during the term of the Agreement or for a period of six (6) months thereafter. Breach of this condition will render the soliciting Party liable to pay damages in an amount equal to 6 (six) months' salary of such member of Personnel, provided that such damages shall be calculated in respect of the 6 (six) month period prior to such member of Personnel terminating their current employment. The Parties agree that the aforementioned damages are a fair pre-

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estimate of damage which the impacted Party is likely to suffer.

6.5.2 The Parties agree that if any member of Personnel of a Party applies for an advertised position at the other Party, not due to any solicitation of the individual by such Party, such Party will notify the Party currently employing the individual of such an application (upon becoming aware of such application), before offering any position to that Employee, or entering into negotiations with that Employee aimed at resulting in the offering of a position.

6.6 Subcontracting

6.6.1 Deloitte shall have the right to make use of subcontractors in the rendering of Services and shall remain responsible and liable to the Client for the fulfilment of all its obligations under this Agreement.

6.6.2 Notwithstanding the use of subcontractors, Deloitte will be the prime service provider to the Client and shall remain the prime interface in respect of this Agreement, save for communication and interaction required for purposes of the day to day rendering of the Services. The Client undertakes to only communicate with Deloitte in relation to all rights, obligations and other material elements relating to this Agreement.

6.6.3 Unless the Client advises Deloitte in writing to the contrary, subcontractors referenced in the Agreement will be deemed approved by the Client. The Client shall advise Deloitte if it is required for Deloitte to obtain the Client's prior written approval for the appointment of any other subcontractors. To the extent that the Client's approval is required, such approval shall not be unreasonably withheld, delayed or conditioned.

6.6.4 In the event that the provisions of clause 6.6.3 does not apply, Deloitte shall not subcontract any portion of the Services without the prior written consent of the Client.

6.6.5 Deloitte may, from time to time in its sole discretion, utilise Personnel from external companies to enable it to fulfil its obligations under this Agreement. For the purpose of this Agreement, such Personnel from external companies would be included in the Personnel of Deloitte.

6.6.6 Deloitte shall not be required to disclose the terms of any subcontracting agreement, or any agreements with external companies, entered into by Deloitte.

6.6.7 Deloitte shall remain solely responsible for invoicing the Client, which invoices shall include the Charges for Services rendered by its subcontractors and Deloitte Personnel supplied to Deloitte by third parties. No such subcontractor or third party will be entitled to seek payment directly from the Client.

7 ACCEPTANCE AND TESTING

7.1 "**Acceptance**" or "**Accepted**" or "**Accept**" means, in respect of any Service or Deliverable, confirmation in writing by the Client that the agreed Acceptance Testing criteria or agreed alternative acceptance formalities have been satisfied in respect of the Service or Deliverable;

7.2 "**Acceptance Testing**" means the agreed procedure of achieving Acceptance for a Service and/or Deliverable;

7.3 "Deliverable/Service Defect" means:

7.3.1 a material deviation from or non-compliance with the Specifications for a Deliverable or Service;

7.3.2 an error that materially impacts the Client's ability to use any specific component of a Deliverable;

7.3.3 an error that materially reduces the effectiveness of a Service rendered; or

7.3.4 material non-compliance with the scope of work as agreed for a Deliverable or Service, but excluding errors which are minor or cosmetic in nature.

7.4 "**Specifications**" means the technical or descriptive specifications of functional, operational, performance or other characteristics required of a Service or Deliverable, including compliance with any standards, as agreed in writing between the Parties from time to time.

7.5 It is specifically recorded that the Parties intend for each Service and Deliverable to undergo Acceptance Testing appropriate to such Service or Deliverable, based on Acceptance Testing criteria and procedure agreed to in writing between the Parties. Acceptance constitutes an agreement by the Parties that the Specifications in respect of the tested Service and/or Deliverable have been satisfied as at the date of Acceptance.

7.6 To the extent specified in the Agreement, and/or agreed to between the Parties, and/or as otherwise reasonably requested by Deloitte, the Client will co-operate with Deloitte in the execution of the Acceptance Testing, and shall provide at its cost and risk such materials and facilities reasonably necessary for the conduct of the Acceptance Testing, including power, environment, consumables, data, media and Personnel to conduct Acceptance Testing.

7.7 Test Procedures

7.7.1 The Parties will conduct the Acceptance Testing, and discharge their respective responsibilities, in the manner specified in the Agreement.

7.7.2 The Client may appoint any third party, at its cost and risk, to assist the Client with, or to conduct on behalf of the Client, any Acceptance Testing and quality assurance activities. The appointment of such a third party by the Client shall in no way relieve the Client of any of its obligations or liabilities in terms of the Agreement.

7.7.3 Where no Acceptance Testing procedures for a Deliverable or Service have been agreed between the Parties, any such Deliverable or Service will be deemed

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to have been Accepted by the Client on the 5th (fifth) Business Day after delivery, unless the Client notifies Deloitte in writing of any deficiency in such Deliverable or Service prior to such date, in which event the provisions of clause 7.8 shall apply.

7.7.4 Regardless of the agreed Acceptance Testing procedures for a Deliverable, such Deliverable shall be deemed to have been accepted upon the Client making use of such Deliverable.

7.7.5 Following the completion of the Acceptance Testing, if the Client considers a Service and/or Deliverable to have failed an Acceptance Test, or considers the Service or Deliverable to contain a Deliverable/Service Defect, the Client must advise Deloitte thereof in writing, in which event the provisions of clause 7.8 shall apply.

7.8 <u>Remedy of Defects Identified in Deliverables/Services</u>

7.8.1 In the event of the Parties being unable to agree on the existence of a Deliverable/Service Defect, the provisions of clause 19 (Dispute Resolution) shall apply.

7.8.2 In the event of the Parties agreeing on the existence of a Deliverable/Service Defect, unless agreed otherwise between the Parties, and recorded in writing, Deloitte will continue to deliver the Service and/or work on the Deliverable until such Service or Deliverable complies with its Specification, until Acceptance Testing (if applicable) is completed, and until the Service or Deliverable does not contain any Deliverable/Service Defects.

7.9 <u>Warranty on Deliverables</u>

7.9.1 Deloitte warrants that for a period of 3 (three) months after the Acceptance of any Deliverable or Service, such Deliverable or Service will be free of Deliverable/Service Defects. Deloitte shall promptly rectify any Deliverable/Service Defect in a Deliverable or Service at no additional charge to the Client, subject to the Client notifying Deloitte in writing of the Deliverable/Service Defect during this warranty period.

7.9.2 Unless expressly agreed otherwise, Deloitte shall be under no obligation to update Deliverables subsequent to their Acceptance, and Deloitte does not warrant that Deliverables will remain current.

7.9.3 Deloitte shall only be held responsible for remedying errors or defects which are within its reasonable control to remedy, and provided that such errors or defects are within the agreed scope of Services under this Agreement.

8 CHARGES

8.1 The Client will be responsible for payment of the Charges as detailed in the Agreement.

8.2 Unless agreed otherwise between the Parties in writing, and subject to the provisions of clause 8.7.2, the Charges are intended to compensate Deloitte for the rendering of the Services and performance of its obligations in terms of this Agreement.

8.3 Should the Proposal/ Letter not reference any Reimbursable Expenses, any anticipated Reimbursable Expenses will be subject to agreement between the Parties in writing, and will be charged at actual cost.

8.4 All Fees quoted shall exclude VAT, which will at all times be charged in accordance with the South African Value-Added Tax Act 89 of 1991, as amended. The VAT details for Deloitte are as provided in clause 9.4.

8.5 The Fees charged by Deloitte on the Project could include any one or more of the following:

8.5.1 "**Time and Material Fees**", which are based on the actual time spent by Deloitte Personnel on the Project at the rates which are agreed between the Parties, taking into account the experience and seniority of Personnel, and the complexity of work undertaken unless otherwise agreed;

8.5.2 "**Fixed Price Fees**", which are based on the amounts agreed to in writing by the Parties, regardless of the actual time spent by Deloitte Personnel; and

8.5.3 "**Other Fees**" which are calculated on a basis to be agreed in writing between the Parties.

8.6 Time and Material Fees will be based on actual hours of Services rendered, calculated at the rates set out in the Agreement. To the extent agreed between the Parties, such Fees will be evidenced by timesheets approved by the Client in writing, within 2 (two) Business Days of submission by Deloitte. Deloitte relies on the fact that the Client has approved the timesheets when making payment of the associated Fees to Deloitte and failure to approve a timesheet does not absolve the Client of its obligation to pay the Fees charged in respect of the hours worked.

8.7 <u>Taxes and Exchange Rates</u>

8.7.1 In the event that the Charges due to Deloitte are subject to additional taxes or levies, due to (i) Services being rendered outside of RSA, as a result of which the Charges due to Deloitte are subject to additional taxes or levies which are not offset by credits from any revenue authority, or (ii) for any other reason, subject to this being permissible under applicable tax legislation, the Charges due to Deloitte shall be increased by the amount of such additional taxes or levies, and the Client shall pay such increased Charges to Deloitte.

8.7.2 Should exchange rates be applicable to the Fees, any fluctuations in any applicable exchange rates shall not affect the Charges, unless such fluctuations are greater than 5% (five percent) against any baseline exchange rates stipulated in the Agreement, in which instance

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the Parties agree to share in any exchange rate gains or losses greater than 5% (five percent). In the event of any agreed Reimbursable Expenses being subject to exchange rates, the spot exchange rate on the date of Deloitte incurring such Reimbursable Expenses shall be applicable to such Reimbursable Expenses.

8.8 Escalation of Rates

8.8.1 Any proposed fee increases shall be subject to review and mutual agreement between the Client and Deloitte. Deloitte shall provide written notice of any intended fee increases at least 60 days prior to the effective date, and RIM reserves the right to negotiate or reject the proposed increases

8.8.2 The above rate escalation will be calculated using the most recent statistics available at the date of such escalation, being the most recent annual consumer price inflation rate based on the South African Consumer Price Index ("**CPI**") for metropolitan and urban areas, all income groups, as quoted by Statistics South Africa Statistical Release P0141, provided that in the event of this publication being discontinued, an index prepared or recommended by an independent firm of auditors appointed by the President of the South African Institute of Chartered Accountants, shall be adopted in the place of the said index.

8.9 The Client reserves the right to withhold any payment due to Deloitte under this Agreement if Deloitte fails to meet the service levels or performance standards set out in this Agreement or any associated Scope of Work. Such withholding of payment shall be without prejudice to the Client's other rights under this Agreement, including the right to terminate the Agreement.

9 INVOICING AND PAYMENT

9.1 Deloitte will invoice the Client from time to time for the Charges. Unless stated otherwise in the Agreement, payment shall be made by the Client within 30 (thirty) days from the date of the invoice.

9.2 Deloitte will provide the Client with a tax invoice, containing inter alia the Fees and Reimbursable Expenses, in the format, and containing the particulars, required by law. The Client agrees to timeously provide any information to Deloitte which Deloitte may reasonably require for the preparation of a such tax invoices.

9.3 The Parties agree that payments may be effected by electronic transfer of funds or as otherwise agreed in writing between the Parties, from time to time.

9.4 The banking and VAT details for Deloitte are confirmed as follows:

Name of bank:	The Standard Bank of South Africa Limited
Branch name and code:	Rivonia Branch, 001255
Account holder:	Deloitte Consulting (Proprietary) Limited
Account number:	420020411
SWIFT code:	SBZAZAJJ
VAT Registration Number:	4470219322

9.5 Any changes to the above banking or VAT details will be advised by Deloitte to the Client in writing. In the event of the Client receiving what appears to be an instruction from Deloitte amending the Deloitte banking details, the Client shall only be entitled to act upon such instruction if it was received in writing from, or confirmed in writing with the Deloitte Project Manager.

9.6 All payments and terms of or arising out of this Agreement shall be made free of bank exchange, commission and any deductions to the Party entitled thereto.

9.7 The Client reserves the right to withhold any payment due to Deloitte under this Agreement if Deloitte fails to meet the service levels or performance standards as set out in this Agreement or any associated Scope of Work. Such withholding of payment shall be without prejudice to RIM's other rights under this Agreement, including the right to terminate the Agreement

9.8 Disputed Invoices

9.8.1 The Client must notify Deloitte in writing of any disputed invoice and/or amounts within 30 (thirty) days of receipt of the invoice, specifying the affected amount(s) and the alleged reasons for such dispute, failing which the Client shall be deemed to have accepted the invoice as correct, due and payable. The undisputed portion(s) of all invoices shall be payable in accordance with the provisions of clause 9.1.

9.8.2 If Deloitte does not consider such invoicing dispute raised by the Client to be a *bona fide* invoicing dispute, Deloitte shall consider the full invoice to be payable in accordance with the provisions of clause 9.1, and shall advise the client thereof in writing.

9.8.3 Any failure of the Parties to reach agreement in relation to this clause 9.8 shall be resolved in accordance with the provisions of clause 19 (Dispute Resolution).

9.9 Overdue Invoices

9.9.1 In the event any invoice or part thereof being overdue in accordance with clause 9.1, and not subject to a *bona fide* invoice dispute in accordance with clause 9.8, but despite written demand, remaining unpaid by the Client, Deloitte shall have the right to take either of the following actions, in its sole discretion, after 30 (thirty) days of providing the written demand:

9.9.1.1 suspend its performance under the Agreement; or

9.9.1.2 terminate the Agreement in full.

9.9.2 To the extent that the delivery of Services is resumed at a later date, any such suspension of Services shall be applied to all performance milestone and dates, such that all such milestones and dates shall be automatically extended by a period of time equal to the period of the aforementioned suspension.

10 CONFIDENTIALITY

10.1 "**Confidential Information**" means, irrespective of its format, the trade, commercial, financial and management information of a Party (the "**Discloser**"), as well as confidential and other proprietary information howsoever such Confidential Information may be disclosed or made available or given access to the other Party (the "**Recipient**"), which is either marked as confidential, or by its nature should reasonably be understood to be confidential.

10.2 Any information of the Client, including information relating to subsidiaries or associated companies of the Client and its business, provided by the Client to Deloitte pursuant to Deloitte rendering the Services, shall be considered Confidential Information, together with any improvements or enhancements to such information resulting from the Services.

10.3 The Recipient hereby irrevocably agrees:

10.3.1 not to divulge or disclose to any person whatsoever in any form or manner whatsoever, either directly or indirectly, any Confidential Information without the prior written consent of the Discloser;

10.3.2 not to, directly or indirectly, detract from, expand on, amend, decompile, reverse engineer, use, exploit, permit the use of, or in any other manner whatsoever apply the Confidential Information for its benefit or the benefit of any other person or for any purpose whatsoever other than for the Project and otherwise than in accordance with the provisions of this Agreement;

10.3.3 in cases where the Recipient is uncertain as to the nature of any information (whether that information qualifies as Confidential Information in terms hereof or not), treat such information as Confidential Information in terms hereof until written notice to the contrary is received from the Discloser;

10.3.4 take reasonable security measures, at least as great as the precautions it takes to protect its own confidential or proprietary information, to keep the Confidential Information confidential;

10.3.5 immediately notify the Discloser upon discovery of any unauthorised use or disclosure of the Confidential Information or any other breach of this clause 10, and will assist the Discloser in every reasonable way to at the option of the Discloser regain possession of the Confidential Information or prevent its further unauthorised use;

10.3.6 immediately at the Discloser's reasonable request or in any event upon the termination or expiry of the Agreement, subject to clause 10.4 return all originals, copies, reproductions and summaries or extracts of the Confidential Information or at the Discloser's option destroy such originals, copies, reproductions and summaries or extracts of the Confidential Information and certify destruction thereof; and

10.3.7 that all Confidential Information is and shall remain the property of the Discloser and that Disclosure thereof in terms hereof does not grant to the Recipient any express or implied license to use such Confidential Information or right under any patent, copyright, trademark, or trade secret information other than under this Agreement;

10.3.8 not to directly or indirectly:

10.3.8.1 do or purport to do anything or assist any other person in doing anything which may or could impair, prejudice or interfere with the Discloser's vested rights, title and interest in and pertaining to the Confidential Information;

10.3.8.2 represent that it has any right, title or interest in and pertaining to the Discloser's Confidential Information; or

10.3.8.3 disclose to any publishing or news media (including but not limited to newspapers, magazines, radio or television) any Confidential Information or any information of any nature whatsoever with regard to the products, services or activities of the Discloser, which the Discloser has not already made known to the public at large, without the prior written consent of the Discloser.

10.4 Deloitte is entitled to retain (i) one (1) copy of the Confidential Information for its own internal administrative processes, including its quality, risk, client or vendor management processes, or for purposes of compliance to applicable legislation and/or regulations; and (ii) copies of the Confidential Information forming part of its operational backups, but the terms of this clause 10 shall remain binding on Deloitte for such retained Confidential Information.

10.5 Each Party shall procure that each member of its Personnel or Professional Advisors, to whom Confidential Information may be disclosed or who otherwise may obtain access to Confidential Information, execute undertakings towards such Party, in substantially the same form as this clause 10 and such Party shall be responsible for any breach of the terms of this clause by its Personnel.

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10.6 The confidentiality obligations set out in this clause 10 shall not apply to any Confidential Information which:

10.6.1 is or becomes publicly available through no breach of this Agreement;

10.6.2 was rightfully in the Recipient's possession without obligation of confidence prior to receipt from the Discloser;

10.6.3 can be proved to have been rightfully received by a Recipient from a third party without obligation of confidence;

10.6.4 can be proven to have been independently developed by the Recipient;

10.6.5 is approved for release through written consent of the Discloser; or

10.6.6 is required to be disclosed in order to comply with a judicial order or decree, provided that the Recipient has, to the extent that it is lawful to do so, provided the Discloser sufficient prior written notice of such request to enable the Discloser to defend or protect such Disclosure.

11 INTELLECTUAL PROPERTY

11.1 "**Intellectual Property**" means any and all information of a proprietary nature in relation to the technology, business, products, processes, services or operations of a Party, including any patent, trademark, logo or design, which has been registered or is capable of being registered in any national intellectual property office or association, as well as any copyrightable works, trade secrets and know-how.

11.2 <u>Client and Deloitte Intellectual Property</u>

11.2.1 Each Party shall own all its Intellectual Property and other proprietary rights owned by such Party prior to this Agreement or developed outside the scope of this Agreement ("**Background Intellectual Property**"), together with any derivatives or enhancements of, or modifications or improvements thereto (including under this Agreement).

11.2.2 To the extent that either Party utilises any of its property (including intellectual property and its Background Intellectual Property) in connection with the Project, such property shall remain the property of that Party. Except for cases where a licence is expressly granted in writing, the other Party shall acquire no right or interest in such property. Any improvements or enhancements to a Party's Background Intellectual Property resulting from a Project will remain the property of that Party.

11.2.3 Notwithstanding anything in this Agreement, each Party will exclusively own all right, title and interest, including but not limited to all rights under all copyright, patent and other intellectual property laws, in and to its Background Intellectual Property.

11.2.4 In the event of either Party requesting the use of the other Party's Background Intellectual Property, outside the scope of the Project, this would be subject to the Parties agreeing to a written licence agreement for such use.

11.2.5 Subject to this clause 11, each Party (referred to as the "**Warranting Party**" in this clause) warrants that no aspect of its Background Intellectual Property rightfully utilised by its Personnel and by the other Party in terms of this Agreement will infringe any patent, design, copyright, trade secret or other proprietary right of any third party, and the Warranting Party shall, at its cost, defend the other Party against any claim that the Services infringe any such third party proprietary rights, provided that the other Party gives prompt notice to the Warranting Party of such claim, the Warranting Party controls the defence thereof and the other Party does not jeopardise the claim in any way.

11.3 <u>Deliverables under this Agreement</u>

11.3.1 Except as otherwise provided in this Agreement, and upon full and final payment to Deloitte of all amounts owing to Deloitte in terms of this Agreement, all Deliverables shall, subject to clauses 11.2.2 and 11.3.2 become the property of the Client.

11.3.2 To the extent that there are any components of Deloitte Background Intellectual Property are included in the Deliverables, Deloitte grants to the Client, upon full and final payment as aforesaid, a royalty-free, perpetual, non-exclusive, non-transferable licence to use such Deloitte Background Intellectual Property solely in connection with such Deliverables.

11.3.3 The Client shall have the right to reproduce any Deliverables provided under this Agreement in accordance with the scope of the Agreement and for its internal purpose only. In the event of the Client requesting use of any Deliverables produced under this Agreement (or components of such Deliverables), outside the scope of the Agreement, this would be subject to the Parties agreeing to a written licence agreement for such use.

12 OBLIGATIONS OF THE PARTIES

12.1 Each Party will:

12.1.1 be responsible for the performance of its Personnel;

12.1.2 fully cooperate with the other Party to ensure timely progress and execution of the Agreement;

12.1.3 to the extent specified in the Agreement, hold meetings as necessary and report to the other on a regular basis in order to keep the other fully informed of the progress of work required under the Agreement;

12.1.4 fulfil its obligations and honour its responsibilities by the dates specified in the Agreement

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12.1.5 promptly remedy any defect or deficiency in the fulfilment of its obligations in terms of this Agreement;

12.1.6 advise the other Party in writing as soon as it becomes aware of anything, which may hamper or delay either Party fulfilling its obligations in terms of this Agreement; and

12.1.7 provide all decisions, management approvals and inputs reasonably requested by the other Party within a reasonable time of such Party requesting such decision or input, and shall be entitled to rely on the approvals and decisions of the other Party.

12.2 Neither Party will be entitled to interfere with or impede the contractual relationship between the other Party and its Personnel.

12.3 Either Party shall have the right to audit the other Party's compliance with the terms of this agreement upon providing reasonable notice. The Parties shall cooperate fully with any reasonable requirements for such audits and the auditing party shall bear the cost of such audit, whereas the non-compliant party remains accountable for the rectifying of any non-compliance identified during the audit caused by it.

12.4 <u>Client Obligations</u>

12.4.1 In addition to the specific responsibilities and obligations of the Client as set out in the Agreement, the Client shall cooperate with Deloitte in the rendering of the Services, including without limitation, providing Deloitte with reasonable facilities and timely access to data, information and Personnel of the Client, in addition to fulfilling its obligations as agreed in this Agreement.

12.4.2 The performance by Deloitte of its obligations under this Agreement shall at all times remain conditional and dependent upon the Client's performance of its obligations pursuant to this Agreement. In accordance with clause 12.7 (Deloitte Excused Performance), Deloitte shall not be liable to the Client for any delay or failure to render the Services either at all or in a timely manner, where such delay or failure is attributable to a breach of this Agreement by the Client or a delay by the Client or any third party under the control or acting under the direction of the Client, in performing its obligations in terms of this Agreement.

12.4.3 The Client shall be responsible for the reasonable accuracy and completeness of all requested materials, data and information provided to Deloitte for purposes of the rendering of the Services by Deloitte. Deloitte shall be entitled to assume that all materials, data and information provided by the Client are both accurate and complete, unless agreed otherwise by the Parties in writing.

12.4.4 The Client will provide Deloitte with access to the Client's premises as reasonably required by Deloitte to enable Deloitte to fulfil its obligations under the Agreement. To the extent that such access is unreasonably denied or suspended by the Client, the Parties shall agree on reasonable additional cost and expenses incurred by Deloitte as a result thereof.

12.4.5 To the extent that any of the Services are to be provided at the Client's site, the Client will provide Deloitte with reasonable office facilities and office services to enable Deloitte to fulfil its obligations under this Agreement.

12.4.6 The Client shall procure the cooperation with Deloitte of any third parties involved in the Project, who are not under the control or acting under the direction of Deloitte. The Client shall further ensure that any party over which it has direct or indirect control or who is acting under the direction of the Client, performs its duties and functions as may be reasonably required by Deloitte to enable Deloitte to fulfil its obligations under this Agreement.

12.4.7 To the extent that the Services require the Client to procure specific computer hardware and/or specific computer software licenses, the Client must provide such hardware and software to Deloitte timeously. To the extent that any delay in providing such hardware and/or software impacts the ability of Deloitte to fulfil its obligations under this Agreement, Deloitte will not be liable for delays in providing its Services, resulting from such delays by the Client. Any such delays as contemplated in this clause shall be applied to all performance milestone and dates, so that all such milestones and dates shall be automatically extended by a period of time equal to the period of the aforementioned delay.

12.4.8 If and to the extent that Deloitte requires access to enable it to fulfil its obligations under this Agreement, Deloitte will require the Client to timeously procure the right for Deloitte and its Personnel to use any computer hardware owned by the Client, and its related system software licensed to the Client, and any other computer software licensed to the Client. Such access may be limited to specific individual members of the Personnel of Deloitte, or for specific functions/authorities, to the extent required to enable Deloitte to fulfil its obligations under this Agreement.

12.4.9 The Client undertakes to facilitate through the relevant regulatory authorities all necessary approvals, licences and security clearances. To the extent that any necessary approvals, licences and security clearances have not been obtained, and this impacts the ability of Deloitte to fulfil its obligations under this Agreement, Deloitte will not be liable for delays resulting from such.

12.4.10 The Client shall keep Deloitte promptly informed of any proposals or developments in the Client's business relevant to the Services, to the extent that such proposals or developments have a reasonable impact on the Services under this Agreement, and with due consideration to the confidentiality restrictions as described in clause 10.

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12.4.11 The Client will advise Deloitte, in writing, of any reasonable restrictions which it wishes to place on Deloitte regarding electronic correspondence, data protection matters, and access to the Client's networks, for the Services to be rendered by Deloitte under this Agreement, and Deloitte shall comply with such restrictions.

12.4.12 Deloitte shall be entitled to rely on all information provided to Deloitte by the Client, and on the Client's decisions and approvals in connection with the Services.

12.5 Deloitte Obligations

12.5.1 In addition to the specific responsibilities and obligations of Deloitte set out elsewhere in the Agreement, Deloitte shall:

12.5.1.1 remain accountable for any party over which it has direct or indirect control, or who is acting under the direction of Deloitte, including but not limited to any subcontractor appointed to render the Services or any part thereof;

12.5.1.2 ensure the Services comply with the standards and service levels as specified in the Agreement;

12.5.1.3 comply with reasonable directions given by the Client in discharging its obligations under this Agreement;

12.5.1.4 cooperate with third party service providers or consultants appointed by the Client for the purposes of the Project; and

12.5.1.5 upon becoming aware thereof, notify the Client of manifest errors in the materials, data and information provided, or in the event that Deloitte considers the materials, data and information to be incomplete.

12.5.2 The Client shall have the right to audit Deloitte's compliance with the terms of this Agreement, including service levels and data protection practices, upon providing reasonable notice. Deloitte shall cooperate fully with any such audits and bear the cost of rectifying any non-compliance identified during the audit.

12.6 Client Standards, Policies and Procedures

12.6.1 Deloitte will comply with all current versions of the standards, policies and procedures of the Client, as agreed between the Parties, and as recorded in the Agreement

12.6.2 If the Client wishes for Deloitte to comply with updated or revised versions of such standards, policies and procedures, the Client will be required to provide such new versions to Deloitte for review. Deloitte shall not be obliged to comply with updated or revised versions of such standards, policies and procedures, until it has agreed to do so, such agreement not to be unreasonably withheld or delayed

12.6.3 It is specifically recorded that should the compliance with updated or revised versions of such standards, policies and procedures result in additional effort or compliance obligations to Deloitte, this may result in a variation of the Agreement.

12.7 Deloitte Excused Performance

12.7.1 Deloitte will be excused from a failure to perform an obligation under the Agreement (referred to as an "**Excused Performance Situation**"), due to such failure resulting from any of the following:

12.7.1.1 Force Majeure in accordance with clause 15 (*Force Majeure*);

12.7.1.2 the Client's failure to perform any agreed obligation under the Agreement timeously or as stipulated in the Agreement;

12.7.1.3 Client system failures that are not attributable to any acts or omissions of Deloitte; or

12.7.1.4 acts or omissions of a Client-appointed third party.

12.7.2 Deloitte shall only be entitled to rely on an Excused Performance Situation if it had (to the extent that it was, or ought reasonably to have been aware thereof) notified the Client in writing of the Excused Performance Situation within a reasonable timeframe and without undue delay.

12.7.3 In the event of an Excused Performance Situation:

12.7.3.1 Deloitte will not be held in breach of this Agreement, nor will Deloitte incur any liability or penalties;

12.7.3.2 Deloitte will use all commercially reasonable endeavours to mitigate the impact of the Excused Performance Situation on its obligations under the Agreement, and to the extent possible, will continue to perform its obligations under this Agreement, however any such endeavours by Deloitte shall not excuse the Client from its obligations to remedy any failures as set out in clauses 12.7.1.2 to 12.7.1.4.

12.7.4 In the event of Deloitte claiming that an Excused Performance Situation results in the need for an amendment to the Agreement, including the scope of Services, the delivery timelines or the Fees, to fulfil its obligations, any change to the previously agreed timelines and Fees shall require written agreement in accordance with clause 24.3.

12.7.5 During an ongoing Excused Performance Situation:

12.7.5.1 the Parties shall meet regularly in good faith to assess and address the ongoing impact of the Excused Performance Situation on the Agreement and the Parties; and

12.7.5.2 if the Excused Performance Situation continues for a period in excess of 10 (ten) Business Days (or such longer period as agreed in writing between the Parties), except in the instance of clause 12.7.1.1, Deloitte shall be entitled to rely on the provisions of clause 17 (Breach) by holding the Client in material breach of its obligations under the Agreement, and Deloitte shall be entitled to consider the Client's

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remedy period under clause 17.3 to have expired.

12.7.6 In the event of the Parties being unable to agree on the existence or impact of an Excused Performance Situation, the provisions of clause 19 (Dispute Resolution) shall apply.

13 LIMITATION OF LIABILITY

13.1 The maximum liability ("**Maximum Liability**") of each Party for all claims in connection with this Agreement shall be limited to the total Fees payable by the Client to Deloitte pursuant to this Agreement, subject to any exceptions hereto as specified in this clause 13.

13.2 To the extent that the Parties have concluded separate SOWs under this Agreement, the Maximum Liability for each SOW shall be limited to the total Fees payable by the Client to Deloitte pursuant to such SOW (subject to any exceptions hereto as specified in this clause 13), and shall not be taken into account in determining the Maximum Liability of the Agreement as a whole.

13.3 To the extent that the Parties have agreed to any Beneficiaries under the Agreement, who are entitled to rely on and/or benefit from Deliverables, the Maximum Liability of Deloitte shall apply in aggregate to all claims, whether instituted by the Client, or by any such Beneficiary.

13.4 Neither Party will be liable to any third party under this Agreement, who is not a party to the Agreement, or an agreed Beneficiary.

13.5 The Maximum Liability is the aggregated liability for all claims from whatever source and however arising, whether in contract, delict or otherwise. Neither Party will be liable to the other Party, or any cessionary or third party claiming through or on behalf of such Party, for any indirect, special, punitive or consequential damages arising out of or related to this Agreement.

13.6 Either Party will only accept any form of liability, limited as specified, which either results from the conclusion of a settlement agreement between Parties, or a final judgement in a court of law or by way of arbitration.

13.7 The following are excluded from the Maximum Liability, but shall remain subject to the other provisions of this clause 13:

13.7.1 Each Party shall be liable to the other Party for any loss, damages, costs or expenses incurred as a result of inaccurate or incomplete information supplied by, or misrepresentations, fraudulent acts or wilful Default on the part of the defaulting Party, its Personnel, or any third party under the control or acting under its direction;

13.7.2 Claims resulting from a breach of clause 10 (Confidentiality), clause 11 (Intellectual Property); and

13.7.3 The indemnities listed in clauses 14.4.4 (Disclaimers) and 20.4 (Warranties).

13.8 For claims resulting from a breach under clauses 3.12 and 4.4 of Schedule 1 (Data Protection), the Maximum Liability shall be ten (10) times the total Fees payable by the Client to Deloitte pursuant to this Agreement (or in the event of the Parties having concluded a separate SOW under this Agreement, ten (10) times the total Fees payable by the Client to Deloitte pursuant to such SOW), to a maximum of R40 million (forty million Rands), and such claims shall remain subject to the other provisions of this clause 13.

13.9 If any loss or damage arising out of or in connection with this Agreement is caused partly by the fault of one Party, and partly by the fault of the other Party, the damages recoverable shall be reduced to such an extent as may be just and equitable, having regard to the degree in which each Party was at fault in relation to the damage as if the provisions of the Apportionment of Damages Act of 1956, as amended from time to time, were applicable to a claim for breach of this Agreement.

13.10 Neither Party will be entitled to directly nor indirectly assign or transfer any claim or rights against the other Party arising out of this Agreement to any other party, without the written agreement of the Parties.

14 DISCLAIMERS

14.1 It is understood and agreed that the Services may include advice and recommendations provided by Deloitte, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Client.

14.2 In the event of the Client electing to rely on draft Deliverables or on oral comments provided by Deloitte, it shall do so at its own risk.

14.3 All Services and Deliverables are based on the particular facts and circumstances of the Client at a particular point in time. Consequently, such Services or Deliverables may not be relevant to another party or at a different time and under different circumstances. Deloitte does not warrant or guarantee that there will be no change to relevant facts and circumstances in the future or that future events or outcomes will (or will not) transpire.

14.4 Third Party Access and Rights to Deliverables

14.4.1 Deliverables are supplied on the basis that unless stated otherwise in the Agreement, they are for the sole internal use of the Client, and for the exclusive purpose set out therein. Deloitte shall not be liable for any loss, damages, costs or expenses incurred by any party other than the Client, who may rely upon the Deliverables for whatsoever reason, unless such reliance has been approved in writing by Deloitte, which may be subject to conditions. To the extent that the Client requires a third party to be provided with access to a Deliverable, and or the right to rely on such

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Deliverable, such third party must be identified in the Agreement as a Beneficiary.

14.4.2 Copies of Deliverables may be made available to the Client's Professional Advisors provided that they are to be used by such Professional Advisors solely for the purposes stated in such Deliverable, and provided that such Professional Advisors are made aware of this Agreement, and subject to clause 10.5.

14.4.3 With the exception of clause 14.4.2, copies of Deliverables, in whole or in part, may not be made available to any other party without the prior express written consent of Deloitte, which consent may be given or withheld or conditioned at its discretion.

14.4.4 The Client indemnifies Deloitte against any claim by any third party arising from a copy of any Deliverable which the third party received from the Client, its Personnel, or its Professional Advisors, unless such third party is an agreed Beneficiary under the Agreement.

14.4.5 The Client may not transfer, in whole or in part, its rights in the Deliverables without the prior written consent of Deloitte, which consent may be given or withheld at its absolute discretion, and which may be subject to terms and conditions which Deloitte in its sole discretion may determine.

15 FORCE MAJEURE

15.1 Neither Party shall have any responsibility for late delivery or for failure to deliver due to any cause reasonably beyond its control, or arising from or attributable to acts of God, fire, epidemic, pandemic, war, terrorism, labour action or unrest, failure of suppliers or contractors, government or regulatory requirements ("**Force Majeure**").

15.2 In the event of any Force Majeure event, the affected Party shall:

15.2.1 immediately notify the other Party of the existence of such event, and provide in writing an estimate (updated from time to time) of when the relevant circumstances are expected to cease;

15.2.2 take all reasonable steps by lawful means to resume fulfilment of its obligations under this Agreement as soon as is reasonably possible, and shall discuss with the other Party ways and means to overcome such conditions;

15.3 The affected Party shall not be entitled to additional or extra compensation by reason of the Force Majeure event, and shall not be liable for any costs or damages, penalties or inconvenience suffered by the other Party.

15.4 No such affected Party shall be obliged to fulfil its obligations in terms of this Agreement, to the extent that it is prevented from doing so during the duration of such Force Majeure event, with the exception of payment obligations where the Client shall remunerate Deloitte for Services rendered, as well as the obligations of the Parties under this Agreement in relation to confidentiality, data protection and intellectual property.

15.5 The Parties shall meet regularly as agreed between them, during the existence of the Force Majeure event, to assess the ongoing impact of the Force Majeure event.

15.6 If the Force Majeure event continues for a period in excess of 1 (one) continuous calendar month, as calculated from the date of the notice referred to in clause 15.2 above, then the other Party shall have the right to terminate this Agreement forthwith by written notice, and neither Party shall have any liability to any other Party in respect of such termination of this Agreement, but any rights and liabilities which accrued prior to termination shall subsist.

16 DELOITTE AUDITOR INDEPENDENCE

16.1 Deloitte is committed to fully complying with the following codes and standards, and the legal requirements of stock exchanges around the world, all as amended from time to time, which require a multidisciplinary firm like Deloitte to maintain, and to be seen to maintain, its independence as auditors when rendering non-audit services to, and forming business relationships with, audit clients:

16.1.1 Code of Professional Conduct for Registered Auditors of IRBA (Independent Regulatory Board for Auditors); and

16.1.2 Code of Ethics for Professional Accountants of IFAC (International Federation of Accountants).

16.2 In the context of the codes referenced in clause 16.1, Deloitte is at times precluded from rendering certain consulting services to, or forming business relationships with, companies that are subsidiaries of, or affiliates of, any company that is listed (or intends listing) on the New York Stock Exchange or the London Stock Exchange, or any other national stock exchange, or which has a subsidiary or affiliate that is listed in the United States or the United Kingdom or elsewhere, for which any D&T Party is an appointed external auditor. The restrictions described in this clause also apply to Deloitte forming business relationships with the management of any such companies in their personal capacities.

16.3 Deloitte is also restricted from rendering certain services to, or forming business relationships with, audit clients of any of the D&T Parties, or their subsidiaries or affiliates, which do not fall into the categories listed in clause 16.2 above, including listed and unlisted audit clients.

16.4 At the time of entering into this Agreement, Deloitte confirms that none of the circumstances referenced in clause 16.2 and/or 16.3 apply under this Agreement.

16.5 Each Party agrees to immediately notify the other Party

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in writing, should it become aware of any of the circumstances referenced in clause 16.2 and/or 16.3 above becoming applicable under this Agreement, or as soon as it becomes aware of any other circumstances which may result in a breach of the auditor independence policies of Deloitte or other regulatory rules under this Agreement.

16.6 It is recorded that a material direct or indirect change of control of the Client or a parent company of the Client, may result in the circumstances referenced in clause 16.2 and/or 16.3 applying under this Agreement. The Client is therefore required to notify Deloitte in writing upon any such change in control, to enable the Parties to assess the impact thereof under this clause 16.

16.7 Deloitte and the Client agree to take all reasonable actions to resolve any constraints resulting from this clause 16 without delay. Should it not be possible to resolve any such constraints, Deloitte reserves the right to terminate the Agreement in terms of clause 18.3 of this Agreement.

17 BREACH

17.1 Either Party (the "**Aggrieved Party**") is entitled to issue a written notice to the other Party (the "**Defaulting Party**"), if it considers it to have committed a material breach of any provision of the Agreement, providing the Defaulting Party with the details of the alleged breach.

17.2 In the event of the Defaulting Party disputing the alleged breach, it shall be entitled to initiate a dispute in accordance with clause 19 (Dispute Resolution), failing which it shall be considered to have accepted the alleged breach.

17.3 Should the Defaulting Party fail to remedy such breach within 10 (ten) Business days of written notice from the Aggrieved Party, or such longer period as may be agreed in writing between the Parties, the Aggrieved Party may, without prejudice to any other rights and remedies that it may have in law or under the Agreement:

17.3.1 upon written notice to the Defaulting Party, bring an application in any court of competent jurisdiction, for the granting of an interdict against the Defaulting Party to prevent any further breach of the terms of the Agreement;

17.3.2 terminate any part of or all of the Agreement or the Services to which such breach relates, such termination to be effective immediately upon receipt by the Defaulting Party of written notice to that effect and/or

17.3.3 claim immediate payment of any monies due or specific performance of an obligation to which the breach relates.

18 TERMINATION AND EXPIRY

18.1 <u>Automatic Expiry</u>

18.1.1 This Agreement will automatically expire upon Deloitte fulfilling its Service delivery obligations under the Agreement, and the Client fulfilling its payment obligations under the Agreement.

18.1.2 Neither Party will be required to provide notice to the other Party regarding such expiration of the Agreement, and neither Party shall incur any liability or penalty or duty as a result of such expiration, unless expressly stipulated in the Agreement.

18.1.3 It is acknowledged that certain portions of the Services under this Agreement may expire before others, but that the terms of this Agreement shall remain in effect while there are still any Services to be delivered under this Agreement, including Services as described in an SOW.

18.2 <u>Termination for Cause</u>

18.2.1 The right of Deloitte to terminate the Agreement in the event of any Fees or Reimbursable Expenses being overdue and undisputed shall be in accordance with the provisions of clause 9.9.1 (Invoicing and Payment).

18.2.2 The right of either Party to terminate the Agreement for Default by the other Party shall be in accordance with the provisions of clause 17.3.2 (Breach).

18.3 <u>Termination due to Auditor Independence Constraints and Regulatory Changes</u>

18.3.1 Either Party may, upon written notice to the other Party, without prejudice to its other rights or remedies, and without incurring any penalty, terminate this Agreement or any impacted part of the Services:

18.3.1.1 if the circumstances in clause 16.7 of this Agreement should occur; or

18.3.1.2 if regulatory changes occur which would render it impossible for the Services (or such relevant part thereof) to continue without Deloitte and/or the Client transgressing such changed regulations.

18.4 <u>Termination for Bribery, Corruption and Sanctions</u>

18.4.1 Notwithstanding any other provision of this Agreement to the contrary, either Party may upon written notice to the other Party, immediately terminate this Agreement:

18.4.1.1 upon learning that the other Party or any of its Personnel have breached the provisions of clause 22.5.3 (Bribery and corruption) or 22.6.4 (Sanctions); or

18.4.1.2 if the continuance of the Services would result in either Party breaching Sanctions regulations, as described in clause 22.6.

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18.5 Termination for Convenience

18.5.1 Unless otherwise provided for in the Agreement, either Party may terminate this Agreement upon the following prior written notice to the other Party:

18.5.1.1 Remaining duration of the Agreement of more than 12 (twelve) months: notice period 3 (three) months;

18.5.1.2 Remaining duration of the Agreement of 6-12 (six to twelve) months: notice period 2 (two) months; and

18.5.1.3 Remaining duration of the Agreement of less than 6 (six) months: notice period 1 (one) month.

18.5.2 In the event of the Client electing to terminate in accordance with the above, the Client shall be entitled to pay to Deloitte in lieu of notice, all amounts that Deloitte would reasonably have been entitled to under the Agreement during the period after the notice of termination

18.6 Termination due to Insolvency or Liquidation of a Party

18.6.1 Notwithstanding anything to the contrary contained in this Agreement, a Party shall have the right to immediately terminate the Agreement if the other Party:

18.6.1.1 is placed in provisional or final liquidation, whether compulsory or voluntarily;

18.6.1.2 allows any judgement granted against it to remain unsatisfied for a period of 10 (ten) days after such judgement comes to the attention of that Party save for that Party instituting appeal or review proceedings;

18.6.1.3 on or after the Effective Date commits any act or omission which would render it liable to be liquidated;

18.6.1.4 on or after the Effective Date admits in writing that it is unable to pay its debts timeously or at all;

18.6.1.5 becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a business rescue practitioner or similar officer for it;

18.6.1.6 makes an assignment for the benefit of all or substantially all of its creditors; and/or

18.6.1.7 enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations in relation to its creditors.

18.7 General Terms Applicable to Termination

18.7.1 The right of either Party to terminate the Agreement for reasons of Force Majeure shall be in accordance with the provisions of clause 15.6 (Force Majeure).

18.7.2 The termination of the Agreement or any part of the Services will not prejudice the rights of any Party to claim damages, or to obtain any other relief in respect of any antecedent breach of the terms of this Agreement prior to such termination, in accordance with the provisions of the Agreement.

18.7.3 In the event of either Party wanting to terminate this Agreement, or any part thereof, for reasons other than those described above, such termination, and the terms thereof, will be subject to agreement between the Parties, to be recorded in writing.

18.7.4 Any termination assistance services requested by the Client outside of the agreed Services during the notice period, shall be subject to agreement in writing between the Parties.

18.7.5 In the event of termination of specific Services under the Agreement, the terms of this Agreement shall remain in effect for the remaining Services under the Agreement, including Services as described in an SOW.

18.7.6 It is expressly noted that termination of the Agreement will include termination of all SOWs concluded under the Agreement.

19 DISPUTE RESOLUTION

19.1 The Parties agree to use reasonable efforts to resolve by means of good faith negotiations any disputes or differences that arise between them under or in connection with this Agreement, at an operational level through their respective Project Managers and/or other relevant representatives of the Parties, before declaring a formal Dispute under this clause 19.

19.2 If any dispute or claim under or in connection with this Agreement arises between the Parties (hereafter referred to as the "**Dispute**"), which either Party believes is unable to be resolved at an operational level (in accordance with clause 19.1), or which is sufficiently serious that it cannot be resolved at the operational level, either Party will in writing formally notify the other of the Dispute, providing the details of the Dispute.

19.3 Upon a Dispute being declared, Deloitte shall have the right to suspend its Services under the Agreement. To the extent that the delivery of Services is resumed at a later date, any such suspension of Services shall be applied to all performance milestone and dates, such that all such milestones and dates shall be automatically extended by a period of time equal to the period of the aforementioned suspension.

19.4 The senior management representatives of each of the Parties, having sufficient knowledge and understanding of the Dispute, shall endeavour in good faith to agree upon a resolution through negotiation within 7 (seven) days of the Dispute having been referred to them, or such other reasonable time frame agreed between the Parties. Should the Parties be unable to resolve the Dispute in accordance with the foregoing, the Dispute shall be referred:

19.4.1 In the first instance to mediation by written notice to the Parties, by a mediator appointed by the Parties. The Parties shall bear their own costs of the mediation process, and shall share equally in the costs of the mediator.

19.4.2 Failing resolution by mediation or agreement in

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respect of the appointment of a mediator, within 30 (thirty) days after the date of the aforementioned written notice, or such other reasonable time frame agreed between the Parties, the Dispute shall be finally resolved by way of binding arbitration.

19.5 If arbitrable in law, the matter shall be referred to the Arbitration Foundation of Southern Africa or its successor in title ("**AFSA**") for arbitration in accordance with the Rules of AFSA. The arbitration shall be conducted in English, at a venue jointly agreed between the Parties (failing which as identified by AFSA), by an arbitrator or arbitrators appointed by the Parties, failing which as determined by AFSA.

19.6 In the event of the matter not being arbitrable in law, either Party may elect to submit the matter to an appropriate forum for resolution, in accordance with clause 22.2.

19.7 The Parties shall use their best endeavours to procure the expeditious completion of the arbitration process. The arbitrator shall have the discretion with regard to the proceedings, including the issuing of cost orders in relation to the costs incurred by the Parties in respect of the arbitration.

19.8 Subject to the finalisation of any review or appeal proceedings permitted under the rules of AFSA, the decision or award resulting from the arbitration shall be final and binding, and may be made an order of any court of competent jurisdiction at the instance of either Party to the Dispute. With effect from the date of the arbitral award or, in case of the settlement of any Dispute, with effect from the date of any such settlement, neither Party shall have any further right and/or claim (including, without limitation, any right pursuant to a subrogation) against the other Party in connection with or relating to the Dispute in question.

19.9 Neither Party will resort to legal proceedings unless the process as described in this clause 19 has been exhausted, save for the understanding that nothing shall preclude either Party from applying to AFSA or to a competent court for a temporary interdict or other relief of an urgent nature, providing such Party has attempted to resolve the Dispute in good faith before seeking such relief. The mediation and arbitration processes as described in this clause 19 shall be strictly confidential between the Parties, and their legal representatives.

20 WARRANTIES

20.1 Deloitte warrants that it shall, at all times:

20.1.1 possess and have the knowledge, skills and expertise, necessary to enable it to render the Services in terms of this Agreement; and

20.1.2 use and adopt professional techniques and standards and render the Services with due care, skill and diligence.

20.2 Deloitte gives no warranty whatsoever as to any third party's software, hardware or other products, including its suitability for the Client's requirements, functionality and performance and shall not be responsible for any defects of whatsoever nature in any third party's software, hardware or other products.

20.3 Except as expressly provided in this Agreement, Deloitte disclaims all warranties, either express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

20.4 The Client warrants that it has at all times under this Agreement (including in the process of concluding this Agreement) complied with all applicable procurement legislation, regulation and policies (including the Client's own policies), and indemnifies and holds Deloitte harmless from all damages incurred by Deloitte due to a breach of this warranty by the Client.

21 STATEMENTS OF WORK

21.1 Any new or additional services to be rendered by Deloitte to the Client outside of the scope of this Agreement ("**SOW Services**") shall be detailed in a statement of work document ("**SOW**"), signed by both Parties.

21.2 All provisions of this Agreement which are not expressly changed or excluded in an SOW, or which do not conflict with any provision of an SOW, shall continue to bind the Parties in respect of the SOW Services.

21.3 Unless stated otherwise in an SOW, each SOW, as read together with the Terms, shall form the sole basis of the agreement between the Parties as to its subject matter. Where there is a conflict between the Terms, and the terms of an SOW, the SOW will take preference.

21.4 It is expressly agreed that an SOW cannot amend the Agreement as a whole, or the Terms which form an indivisible part of the Agreement, and any exceptions to the Terms, as noted in an SOW, shall only apply to such SOW.

21.5 Unless agreed otherwise between the Parties, any amendments to the Terms, in accordance with clause 24.3, shall apply to current SOWs at the time of such amendments.

21.6 It is expressly noted that termination of the Agreement will include termination of all SOWs concluded under the Agreement.

22 LAWS & REGULATORY

22.1 The Agreement is governed by the laws of the RSA, without giving effect to any conflict of laws.

22.2 Subject to clause 19, this Agreement will be subject to the jurisdiction of the Courts of the RSA.

22.3 In the event of either Party having a claim against each

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other under the Agreement, unless agreed otherwise between the Parties in writing, such claims shall be resolved by means of arbitration in accordance with clause 19.5 (Arbitration clause under Dispute Resolution).

22.4 The Parties are committed to working in an ethical and professional manner, and in compliance with all laws which they are subject to in fulfilling their obligations under the Agreement.

22.5 Bribery and Corruption

22.5.1 The Parties stand firmly against all forms of bribery and corruption in order to contribute to good governance, economic development, and the improvement of social welfare wherever they do business.

22.5.2 The Parties understand that they may be subject to local or foreign laws that prohibit bribery and corruption.

22.5.3 The Parties agree that in connection with the Services under this Agreement, neither Party will:

22.5.3.1 offer, promise or give financial or other advantage to another person with the intention of inducing a person to perform improperly or to reward improper behaviour for the benefit of any other person; or

22.5.3.2 make, authorise, or offer to make, either directly or indirectly, for the purpose of securing any improper advantage in connection with the Services provided, any loan, gift, donation or payment, or transfer of any other thing of value to any Government Official, or for the benefit of any Government Official or any family member of a Government Official.

22.5.4 The Parties agree that, in the course of performing the Services hereunder, each will, in so far as is legally permissible, promptly notify the other of any of any solicitation, demand or any other request for anything of value that it receives, directly or indirectly, by or on behalf of any Government Official or of becoming aware of any violation of clause 22.5.3.

22.6 Sanctions

22.6.1 "**Sanctions**" means any measures imposed by a Sanctioning Body, including but not limited to diplomatic, travel, trade and/or financial sanctions or other embargoes.

22.6.2 "**Sanctioning Body**" means the United Nations Security Council (UNSC), the Office of Foreign Assets Control of the Department of Treasury of the United States of America (OFAC), the European Union (EU), and Her Majesty's Treasury (HMT).

22.6.3 "**Sanctions Target**" means any natural or juristic person, entity, organisation, group, or country which is subject to Sanctions.

22.6.4 The Parties agree that neither they nor any of their Affiliates, nor any other party which may derive a benefit from the Services are a Sanctions Target; or the subject of any investigations or enforcements relating to Sanctions. Further, the Client agrees not to use the Services and/or any of our Deliverables for the benefit of a Sanctions Target.

22.6.5 The Parties agree to immediately notify the other, in writing, upon becoming aware that:

22.6.5.1 either Party and/or its Affiliates, and/or any other party deriving a benefit from the Services becomes a Sanctions Target or is the subject of an investigation or enforcement relating to Sanctions; or

22.6.5.2 if it believes that the Project may lead to a breach of any Sanctions by either Party.

22.7 Confirmation & Verification

22.7.1 Deloitte is entitled to conduct a verification process to ensure that the Client has complied with its obligations under this Agreement and has complied with all applicable laws.

22.7.2 Subject to clauses 22.7.4 to 22.7.6, the Client agrees, upon reasonable written request by Deloitte, to:

22.7.2.1 confirm such compliance in writing; and

22.7.2.2 provide written evidence reasonably requested by Deloitte in support of such compliance, within the time period as reasonably requested by Deloitte.

22.7.3 Deloitte agrees to provide the Client with prior reasonable notice of the scope of any verification which it intends conducting.

22.7.4 Should Deloitte elect to appoint a third party to conduct such verification, Deloitte will notify the Client of the identity of such third party, and agrees not to appoint a party which is a direct competitor of the Client, and, if required by the Client, shall procure that the appointed third party signs a confidentiality agreement aligned to the provisions of clause 10 (Confidentiality).

22.7.5 In the event of the Client requiring Deloitte to comply with specific policies and procedures of the Client in conducting such verification, the provisions of clause 12.6 (Client standards, policies and procedures) shall apply.

22.7.6 Each Party will bear its own costs incurred in connection with the verification.

23 INSURANCE

23.1 Without derogating from requirements elsewhere in the Agreement, Deloitte agrees to keep in force adequate insurance cover in respect of the Services rendered under this Agreement to the extent of its liability under this Agreement, and shall, upon reasonable written request of the Client, submit written proof of such insurance to the Client.

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24 GENERAL

24.1 Nothing in this Agreement shall be construed as creating an exclusive relationship between Deloitte and the Client.

24.2 The Agreement constitutes the entire agreement between the Parties and supersedes all other oral and written representations, understandings or conflicting agreements between them.

24.3 Any amendments to any part of this Agreement shall only take effect once reduced to writing and signed by both Parties.

24.4 Either Party desiring to issue a news release, advertisement or other form of publicity concerning efforts in connection with this Agreement shall obtain the written consent of the other Party prior to the release of such publicity, which consent will not be unreasonably delayed or withheld.

24.5 No latitude, extension or other indulgence which may be given or allowed by a Party to the other Party in respect of any obligation under the Agreement shall under any circumstances operate as a waiver or novation of, or otherwise affect, any of such Party's rights in terms hereof or arising herefrom, or preclude such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

24.6 The Parties shall each pay their own costs of negotiating, drafting, preparing and implementing this Agreement.

24.7 Each Party represents and warrants that it has the required power and necessary authority to enter into this Agreement. Each representative of a Party signing this Agreement warrants that he or she has the necessary authority to represent such Party, and to sign this Agreement on behalf of such Party.

25 NOTICE AND COMMUNICATIONS

25.1 The Parties select as their respective *domicilia citandi et executandi*, and for the purposes of giving or sending any notice provided for or required in terms of this Agreement, the physical and email addresses as set out in the Proposal/ Letter, or such other address as may be substituted by notice given as herein required.

25.2 All notices to be given in terms of this Agreement will:

25.2.1 be given in writing;

25.2.2 be delivered at the physical address by hand or by courier; and

25.2.3 if sent by email, be during business hours and be deemed to have been received on the date of successful transmission of the email. Any email sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.

25.3 Regardless of compliance with the above, any notice on which a Party responds in any manner, will be deemed to have been delivered.

25.4 For notices required to be given under this Agreement in writing, electronic communication by e-mail will only be acceptable upon confirmation of receipt thereof being provided in writing by the recipient, failing which such notices must be delivered at the physical address of the recipient by hand or by courier.

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SCHEDULE 1 – DATA PROTECTION

Preamble

This schedule describes the provisions governing the Processing of Personal Information as required by the applicable Data Protection Legislation, and forms part of this Agreement.

When Deloitte is acting as a Responsible Party/Controller the provisions of clause 4.1 will apply, and when Deloitte is acting as an Operator/Processor the provisions of clause 4.2 will apply.

Please note that the provisions of the GDPR will only apply to the extent that EU resident Personal Information, as intended by the GDPR provisions, is Processed as part of the Services.

Subject to legislative, regulatory, contractual, and other legitimate conditions, Data Subjects have certain rights in terms of how their information is Processed. The Client can request access to information or guidance on how to lodge a complaint or a request to exercise afforded rights to the Deloitte Information Protection Officer or his / her delegate(s) at africafirmcompliance@deloitte.co.za, or where relevant, the applicable Data Protection Regulator. These contact details can also be used for information on any automated decision-making queries, where this is applicable.

The Client shall advise Deloitte of the identity and the contact details of its Information Officer.

References in this schedule to clauses, shall be interpreted as references to such clauses within this schedule.

1 DEFINITIONS

1.1 "**Data Protection Legislation**" means the following legislation:

1.1.1 POPIA;

1.1.2 the GDPR;

1.1.3 any other legislation applicable to the Processing of Personal Information under this Agreement; or

1.1.4 such other legislation as may become applicable to the protection of Personal Information in South Africa;

1.2 "**Data Protection Regulator**" means the regulator under the applicable Data Protection Legislation;

1.3 "**Data Subject**" means the person to whom Personal Information relates;

1.4 "**EEA**" means the European Economic Area;

1.5 "**EU**" means the European Union;

1.6 "**GDPR**" means the EU General Data Protection Regulation (2016/679) replacing the EU Directive 95/46/EC;

1.7 "**Incidental Processing**" means Processing by Operators contracted to a Party, who normally provide services to such Party for the overall operation of the business of such Party, outside of the Services under this Agreement, and in the normal course of business of such Party, e.g. internet service providers.

1.8 "**Information Officer**" means the information officer or deputy information officer of each and who is also known as the "Information Protection Officer" or the "Confidentiality Officer" or the "Data Protection Officer" or the "Privacy Officer" as referred to in the applicable Data Protection Legislation;

1.9 "**Operator**" means a person who Processes Personal Information for a Responsible Party in terms of a contract or mandate, without coming under direct authority of that party, and also referred to as the "Processor" or "Data Processor" or such similar terms as defined in the applicable Data Protection Legislation;

1.10 "**Personal Information**" means:

1.10.1 all information relating to an identifiable natural or juristic person, which is Processed as part of the Services, but its meaning is limited to only Personal Information related to natural EU residents, as far as the provisions of the GDPR apply;

1.11 "**Personal Information Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to, Personal Information transmitted, stored, or otherwise Processed;

1.12 "**POPIA**" means the Protection of Personal Information Act 4 of 2013, as amended or substituted;

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1.13 “**Processing**” means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, or use; dissemination by means of transmission, distribution or making available in any other form; or merging, linking, as well as restriction, degradation, erasure, or destruction of information; and “Process” and “Processed” bear the same meaning;

1.14 “**Responsible Party**” means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and the means for Processing Personal Information, also referred to as the “Controller” or “Data Controller” or such other similar terms as defined in the applicable Data Protection Legislation.

1.15 References in this schedule to “**Personal Information of the Client**” shall mean the Personal Information of the Client (as a Data Subject itself) and the Personal Information of the Client’s Data Subjects, and to the extent applicable, any Personal Information of a third party related to the Client, which is processed by Deloitte under this Agreement.

1.16 References in this schedule to “**Personal Information of Deloitte**” shall mean the Personal Information of Deloitte (as a Data Subject itself) and the Personal Information of the Data Subjects of Deloitte, and to the extent applicable, any Personal Information of a third party related to Deloitte, which is processed by the Client under this Agreement.

2 AUTHORISATION

2.1 In order to comply with their obligations, the Parties may need to Process Personal Information of each other under this Agreement. Accordingly, the Parties authorise each other to conduct such Processing where the need arises, subject to compliance with the further provisions contained in this Agreement and specifically this schedule.

3 DATA PROTECTION OBLIGATIONS

3.1 To the extent that either Party Processes Personal Information of the other Party under this Agreement, it shall only Process such Personal Information as follows:

3.1.1 in compliance with the applicable Data Protection Legislation;

3.1.2 as is necessary for the purposes of this Agreement and the Services;

3.1.3 for maintaining its internal administrative processes, including quality, risk, client, or vendor management processes;

3.1.4 for internal and external business-related purposes and statistical or research purposes; and

3.1.5 in accordance with the lawful and reasonable instructions of the Party providing such Personal Information.

3.2 Each Party shall take, implement and maintain all such technical and organisational security procedures and measures necessary or appropriate to preserve the security and confidentiality of the Personal Information of the other Party in its possession, and to protect such Personal Information against unauthorised or unlawful disclosure, access or Processing, accidental loss, destruction or damage. To the extent that the Parties have agreed in writing to specific technical and organisational security procedures and measures under this Agreement, such procedures and measures shall apply.

3.3 In the fulfilment of its obligations under this Agreement, Deloitte may be required to collect Personal Information of the Client directly from the Client, Beneficiaries of the Client, third parties related to the Client, and in some instances from the Data Subjects of the Client directly. Deloitte may be required to share such Personal Information with other D&T Parties, its Personnel, its Professional Advisors, third parties or Beneficiaries where necessary in order to protect the legitimate interests of the Parties, or in connection with this Agreement and the Services.

3.4 Deloitte may, for the purpose of the Processing thereof, need to transfer Personal Information of the Client to:

3.4.1 an outsourced information technology service provider;

3.4.2 another country for legitimate purposes, including the use of cloud-based solutions; or

3.4.3 a D&T Party.

3.5 Deloitte will in relation to clause 3.4, require that any third party, outsourced service provider, foreign legal entity or other D&T Party involved in the Processing of Personal Information of the Client, undertakes to ensure that such Personal Information is protected with the same level of protection as is required in terms of clause 3.2.

3.6 The Client acknowledges and agrees that Deloitte shall not be held accountable for Personal Information of the Client sent by the Client to third parties not under the control or direction of Deloitte.

3.7 The Client warrants that in transferring Personal Information of its Data Subjects to Deloitte to Process for purposes of this Agreement and the Services:

3.7.1 It has collected such Personal Information lawfully, fairly and in a transparent manner; and

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3.7.2 it has either obtained, or will obtain, written consent from all such Data Subjects, or has a legitimate business purpose entitling it to do so.

3.8 <u>Personal Information Breaches</u>

3.8.1 Each Party shall notify the other Party after becoming aware of a Personal Information Breach in relation to the Personal Information of such other Party, in accordance with applicable Data Protection Legislation, by no later than 72 (seventy-two) hours after discovery of such Personal Information Breach, and shall provide reasonable information in its possession to assist the other Party to meet its obligations to report such Personal Information Breach as required under applicable Data Protection Legislation.

3.8.2 The Party that suffered the Personal Information Breach shall take reasonable and appropriate measures to address the breach, including measures to mitigate its adverse effects and may provide such information in phases as it becomes available.

3.8.3 The notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the Personal Information Breach (including, where possible, categories and approximate number of Data Subjects and Personal Information records concerned), its likely consequences and the measures taken or proposed to address the Personal Information Breach including, where appropriate, measures to mitigate its possible adverse effects.

3.8.4 Such notification shall however not be interpreted or construed as an admission of fault or liability by the Party that suffered the Personal Information Breach.

3.9 Upon reasonable written request by a Party, and at the cost of such Party, the other Party shall, in the fulfilment of its obligation to demonstrate compliance with the provisions of this schedule, make available to the requesting Party relevant information on its Processing of Personal Information of such Party under this Agreement. At the discretion of the Party providing the information, such information may take the form of certificates, third-party audit reports or other relevant documentary information.

3.10 To the extent that additional information is required by a Party to evidence the other Party's compliance with the provisions of this schedule, as a result of a legal or regulatory obligation applying to a Party, each Party shall, upon the other Party's reasonable written request and at the cost of the requesting Party, allow an independent auditor agreed to by the Parties, to carry out a documentary audit of such compliance on behalf of the requesting Party.

3.11 Where applicable, Deloitte may transfer Personal Information of the Client outside of the EEA where it has a lawful basis for that transfer under Articles 44-49 of the GDPR.

3.12 It is noted that the Processing and disclosure by Deloitte of Personal Information of the Client, as described in clause 3.1 of this Schedule 1, may involve the transfer of such Personal Information outside of South Africa or the EEA (whichever is applicable) to countries where the level of protection for Personal Information is not as high as within South Africa or the EEA. In such an event, Deloitte will ensure that such transfer is reasonably required, and Deloitte shall continue to be responsible for its obligations as described in this schedule.

3.13 The Client indemnifies Deloitte against all direct proven damages, which Deloitte incurs arising out of: (i) compliance by Deloitte with any instruction given by the Client to Deloitte pursuant to the Agreement, in relation to the Processing of Personal Information of the Client; or (ii) any breach by the Client of the provisions of this schedule.

3.14 In the event of either Party receiving a request from a Data Subject of such Party, exercising their rights under the applicable Data Protection Legislation, or any instruction to retain, disclose, amend or otherwise Process such Personal Information, the Party receiving such request will promptly advise the other Party thereof in writing, and the Parties will jointly address such request.

4 DELOITTE OBLIGATIONS

4.1 <u>When Deloitte is the Responsible Party/Controller</u>

4.1.1 Where it has been agreed specifically between the Parties or implied in terms of the nature of the Services that Deloitte is the Responsible Party (Controller), this clause 4.1 shall apply.

4.1.2 The Parties acknowledge that Personal Information of the Client may be Processed by Deloitte as a Responsible Party, for the purpose of, or in connection with: (i) the provision of the Services; (ii) applicable legal or regulatory requirements; (iii) requests and communications from competent authorities; and (iv) administrative, financial accounting, risk analysis and client relationship management purposes (the "**Information Purposes**").

4.1.3 Deloitte and any entities (including further Operators) to whom it makes onward transfers of Personal Information shall only grant access to such Personal Information to their authorised Personnel who have committed themselves to confidentiality obligations with their own employers, to enable such Personal Information Processing. Such Personnel shall only be authorised to process the Personal Information as specified in this Agreement.

4.1.4 Deloitte and all such other parties who are recipients of the onward transfers of Personal Information will regularly train their Personnel having access to such Personal Information to ensure that they apply appropriate, reasonable technical and organisational security measures in accordance with clause 3.2 of this Schedule 1.

4.1.5 The Parties further acknowledge that Personal Information of the Client may be disclosed by Deloitte to, and Processed by, other D&T Parties, Professional Advisors of Deloitte, and competent authorities, for one or more of the Information Purposes.

4.2 When Deloitte is the Operator/Processor

4.2.1 Where it has been agreed specifically between the Parties or implied in terms of the nature of the Services that Deloitte is the Operator (Processor), this clause 4.2 shall apply.

4.2.2 The Parties acknowledge and agree that when Processing Personal Information of the Client under this Agreement or as part of the Services, Deloitte will Process such Personal Information as an Operator of the Client in accordance with the following:

4.2.2.1 Deloitte shall only Process Personal Information of the Client on the documented instructions of the Client, unless required or requested to Process such Personal Information for other purposes by applicable law or regulatory authorities. In such circumstances, Deloitte shall provide prior notice to the Client, unless the relevant law or regulatory authority prohibits the giving of notice on important grounds of public interest.

4.2.2.2 Deloitte shall inform the Client if Deloitte reasonably considers the Client's instructions to be in breach of the applicable Data Protection Legislation, and it is expressly agreed that the Client shall not be entitled to compel Deloitte to comply with such instructions.

4.3 Appointment of further Operators and subcontracting the Processing of Personal Information of the Client:

4.3.1 The Client provides a general authorisation to Deloitte to engage further Operators to Process Personal Information of the Client, as reasonably required for the Services under the Agreement.

4.3.2 Deloitte shall provide written notice to the Client of such further Operators, unless such further Operators are used by Deloitte for Incidental Processing. Each Party shall remain responsible for Incidental Processing by its Operators, and shall ensure that appropriate written agreements are in place with such Operators.

4.3.3 Deloitte shall provide the Client with prior notice of any intended addition to or replacement of such further Operators. If the Client objects to any such change communicated by Deloitte, the Client may, within 30 (thirty) days of such change, escalate its objection to Deloitte for discussion.

4.3.4 The written notices referred to in clauses 4.3.2 and 4.3.3 above shall be provided to the Client 10 (ten) Business Days in advance, and shall include sufficient information necessary to enable the Client to raise any objections to such Operators.

4.3.5 The Parties agree that Deloitte is not required to obtain the Client's authorisation under this clause for involving, adding or replacing Operators for Incidental Processing, or Professional Advisors of Deloitte merely having incidental access to such Personal Information (e.g. in the context of system maintenance) but not actively participating in the Processing of such Personal Information, nor Processing such Personal Information for their own purposes.

4.3.6 Deloitte shall only subcontract Processing of Personal Information of the Client in accordance with the general written authorisation set out in this clause 4.3, and shall ensure that it has a written contract with any Operators it engages to Process such Personal Information. Such contract shall impose obligations on the Operator equivalent to those in this clause 4.2 (the "**Equivalent Obligations**") and Deloitte shall ensure that such Operator complies with the Equivalent Obligations. Where such appointed Operator fails to comply with the Equivalent Obligations, Deloitte shall remain liable to Client for such failure, in accordance with the provisions of this Agreement.

4.3.7 To the extent that an Operator is appointed by Deloitte for Processing specific to the Services under this Agreement (which excludes Incidental Processing):

4.3.7.1 Deloitte shall remain responsible to the Client for the performance of the obligations of such Operators in relation to this Agreement;

4.3.7.2 Deloitte shall have a written agreement in place with such Operator, which includes provisions addressing unauthorised access and disclosure, and a lawful incident process;

4.3.7.3 Deloitte shall perform a due diligence on all such Operators prior to their appointment to evaluate the security, privacy and confidentiality practices of an Operator prior to its appointment, to confirm that it can provide the level of protection of Personal Information required under this Schedule 1; and

4.3.7.4 Deloitte shall, upon reasonable written request of the Client, provide the Client with the identity of such Operators, and a confirmation of written agreement in place.

4.4 Deloitte indemnifies the Client against all direct proven damages, which the Client incurs arising out of: (i) the Client's compliance with any instruction given by Deloitte to the Client pursuant to the Agreement, in relation to the Processing of Personal

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Information of Deloitte; or (ii) any breach by Deloitte of the provisions of this schedule.

4.5 On expiry or termination of this Agreement, and upon reasonable written request of the Client, Deloitte shall promptly return or delete Personal Information of the Client in its possession, and confirm to the Client in writing that it has done so, except where Deloitte is required to retain a copy of such Personal Information by applicable law or in terms of its internal retention policy requirements, under which circumstances the provisions of this Agreement shall continue to apply to such retained Personal Information.

Deloitte.

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Gallo Manor 2052
South Africa

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28 May 2026

Ms. N Mona
Acting Chief Financial Officer
Robben Island Museum
P.O. Box 51806
Waterfront
8002

Email: nonhlanhlam@robben-island.org.za

Dear Ms Mona

Request for Quotation for Peromnes® Job Evaluation Services and/or Licensing

Deloitte Consulting (Pty) Ltd ("**Deloitte**") acknowledges the request from Robben Island Museum ("**RIM**") for a quotation for independent job evaluation services using the Peromnes® job evaluation methodology, training in Peromnes® and/or the licensing of the Peromnes® job evaluation system (the "**request**").

Deloitte confirms that it currently has an existing contract with RIM in relation to Peromnes® for the period 1 December 2024 to 30 November 2026 (the "**Agreement**"), and that RIM wishes to extend the Agreement for a further period of two(2) years.

Deloitte is the registered proprietor of trademark number 2011/10663 Peromnes in class 36 in respect of *"financial services including in particular salary consultancy, surveys and reports"* and is, therefore, the only service provider legally permitted to provide services relating to Peromnes®, including licensing of Peromnes® to clients. No other service providers are permitted to provide these services without the explicit written consent of Deloitte, and any service provider who attempts to do so, or who claims that they have the right to do, so would be infringing the legal rights of Deloitte in the trademark, and this could be a situation of passing off.

It is our understanding that the request is for job evaluation services applying the Peromnes® methodology, and/or for the licensing of the Peromnes® system, and that this is the job evaluation methodology selected by RIM, in accordance with the current remuneration, job evaluation or related policies of RIM.

Deloitte wishes to confirm its commitment to the highest levels of ethics and integrity, and to full compliance with all applicable legislation in South Africa, and any other countries in which our clients operate, as well as with the procurement and related policies of our clients.

Accordingly, Deloitte requires RIM to provide the confirmations set out below, and to provide the associated supporting document as described below to Deloitte (referred to as the **"Compliance Process**"):

	Undertaking	Supporting Documents Required
1	Written confirmation that Peromnes® is (and/or remains) the job evaluation methodology selected by RIM, in accordance with your current remuneration/job evaluation policy	Extract from the relevant policy within which this is stated. *We note that this was provided on 10 May 2024. If the document remains valid (as reflected in Annexure B), kindly indicate confirmation hereof below:* **It is confirmed that Peromnes grading system is still used at RIM**

Deloitte.

	Undertaking	Supporting Documents Required
2	Written confirmation that the request is in full compliance with your applicable procurement and related policies.	i) Extract from the Procurement Policy(ies). *We note that this was provided on 10 May 2024. If the document remains valid (as reflected in Annexure B), kindly indicate confirmation hereof below:* ____________________________ ii) Confirmation of approval for any deviations from your applicable procurement processes, with reference to the period applicable to the request, if applicable. ☐ Applicable and Submitted ☐ Not Applicable

It is specifically recorded herein that upon RIM fulfilling the requirements of the Compliance Process, Deloitte will provide a quotation in accordance with the request, subject to the internal approval by Deloitte of your compliance with the Compliance Process. RIM is also required to provide a signed confirmation of approval, attached to this letter as Annexure A.

Upon acceptance of the quotation by RIM, Deloitte shall conclude a contract with RIM for the required services, for the applicable period. Should RIM be of the view that it may require the services from Deloitte for an extended period beyond the initial period for which approval may have been obtained, RIM shall then be required to also comply with the Compliance Process for such extended period.

Should you require further clarity and elaboration on any aspect of this letter, please do not hesitate to contact Ilana Shone at ishonedeloitte.co.za.

Yours sincerely

Leslie Yuill
Senior Associate Director | Workforce Transformation
Deloitte Consulting (Pty) Ltd

Deloitte.

Annexure A

Robben Island Museum
Request for Quotation for Peromnes® Job Evaluation Services and/or Licensing

CONFIRMATION OF APPROVAL TO REQUEST A QUOTATION

I, ____________________________________ (full name) in my role as ______________________________________ (job title within the **Procurement/SCM Department**) being duly authorised to sign on behalf of RIM, hereby confirm that RIM is in full compliance with all relevant procurement legislation, regulations and policies applicable to it, including but not limited to the Public Finance Management Act, and, where applicable, the National Treasury Regulations, and has obtained all necessary approvals enabling the request of a quotation for the required services directly from Deloitte.

RIM undertakes to inform Deloitte of any changes to its procurement or related policies that may impact the process of requesting the quotation.

Approved Services Period

From:	1 June 2026	To:	30 November 2028

Signatory Details for Authorised RIM Procurement/SCM Official:

Name:		Position:	
Signature:		Date:	

Annexure B

Relevant Extract from Job Evaluation Policy

11 Job Evaluation

Robben Island Museum currently applies the Peromnes System to determine the Level and Remuneration of each job in the organisation.

Relevant Extract from Procurement Policy

10.2.3 **Sole Source Bidding**

This form of bidding is used in the absence of competition where it has been established that only one source exists. Clear documentation in substantiation of such a bidding process must be available.

TM5

Client's Reference	2011/24449

CIPC CUSTOMER CODE

SPOORT

REPUBLIC OF SOUTH AFRICA
TRADE MARKS ACT, 1993

PAYMENT (including additional fee) AND CERTIFICATE OF RENEWAL/ RESTORATION

Section 37-Regulations 25, 26, 27 and 30 (1)

21 **Registration No.**	54 **Trade Mark**	51 **Class**
2011/24449	**PEROMNES**	35

Full name and address of proprietor

DELOITTE CONSULTING (PROPRIETARY) LIMITED
Deloitte & Touche Place~The Woodlands~Woodlands Drive~Woodmead~Sandton, South Africa

Current date of expiry	**New date of expiry**
2021/09/30	2031/09/30

Address for service

SPOOR & FISHER
Messrs. Spoor & Fisher, 11 Byls Bridge Boulevard, Building No. 14, Highveld Ext 73, Centurion, Pretoria, 0157, South Africa (P O Box 454, PRETORIA, 0001)
SOUTH AFRICA

I/We hereby transmit the undermentioned prescribed renewal fees marked X

X 1. The amount of R260.00 being the renewal fee in respect of the above-mentioned trade mark.

2. The amount of R............ being the additional fee payable within six months of the date of expiration.

3. The amount of R............ being the additional fee payable for the restoration of the above-mentioned trade mark removed through the non-payment of the renewal fee.

Dated this 27th day of July 2021

Digitally signed by : Pieter Delport

....

Signature of, applicant/registered proprietor or authorised agent

FOR OFFICE USE ONLY

I hereby certify in terms of Section 37 of the Act that the above-mentioned trade mark has been renewed in the Trade Marks Office for a period of 10 years from the due date.

Signed this 27th day of July 2021

Document Unsigned / Electronically issued

....

Registrar of Trade Marks .