



SERVICES AGREEMENT

Between:

THE SOUTH AFRICAN BROADCASTING CORPORATION SOC LIMITED

And

FLUIDROCK CO SEC PROPRIETARY LIMITED

SABC REFERENCE NUMBER: 019382

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1. **PARTIES**

- 1.1 **THE SOUTH AFRICAN BROADCASTING CORPORATION SOC LIMITED**, a state-owned company registered in terms of the company laws of the Republic of South Africa, under registration number 2003/023915/30 and constituted in terms of the Broadcasting Act, No. 4 of 1999, as amended, and having its principal place of business at corner Henley and Artillery Roads, Auckland Park, Johannesburg, Gauteng Province, Republic of South Africa; and
- 1.2 **FLUIDROCK CO SEC PROPRIETARY LIMITED**, private company registered in accordance with the laws of South Africa, with registration number 2016/093836/07, and registered for VAT under registration number 4530273426, having its principal place of business situated at 8 Bauhinia Street, Centurion, 0157, Republic of South Africa.

2. **DEFINITIONS AND INTERPRETATION**

- 2.1 In this agreement, the following expressions shall bear the meanings assigned to them below:
- 2.1.1 **“Agreement”** means the terms and conditions contained in this document including any schedules or annexure hereto;
- 2.1.2 **“Best Industry Practices”** means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced professional seeking in good faith to comply with his contractual obligations, complying with all industry standards and norms applicable to persons engaged in the same type of services and under the same or similar circumstances and conditions as those envisaged in this Agreement;
- 2.1.3 **“Business Day”** means any day of the week except Saturday, Sunday and public holidays in the Republic of South Africa;
- 2.1.4 **“Confidential Information”** means all details (including, without limitation, originals, copies, reproductions, extracts and summaries) pertaining to, without limitation, the business; employees; agents; suppliers; partners; licensors; contractors; business procedures; commercial matters; financial matters; entity structure and organisation; strategies; all information concerning a party’s past, present and future development, its business activities, products, business relationships, negotiations, customers/clients, potential customers/clients, and technology; information; trade secrets; know-how; show-how; processes; methods; procedures; protocols; intellectual property and any associated material and data in any form that are owned or controlled by the party;
- 2.1.5 **“Contract Amount”** means the maximum contract amount of the Agreement which shall be in accordance with the rates set out in the Quotation, which for the avoidance of

doubt is the amount of **R385 710,00 (Three Hundred and Eighty Five Thousand Seven Hundred and Ten Rand)**, inclusive of VAT;

- 2.1.6 **“Deliverable/s”** means the deliverables that the Service Provider shall deliver as set out in the RFQ as read together with the Quotation;
- 2.1.7 **“Effective Date”** means the date on which this Agreement shall become of force and effect which for the avoidance of any doubt is 1 April 2025 notwithstanding the Signature Date.
- 2.1.8 **“Employees”** means all those persons employed by the Service Provider for the provision of the Services in terms of this Agreement;
- 2.1.9 **“Parties”** means the SABC and the Service Provider collectively, and “Party” shall be a reference to either of them as the context indicates;
- 2.1.10 **“PO”** means the SABC Purchase Order for the payment of the Service Provider’s invoices;
- 2.1.11 **“PR”** means the Purchase Requisition issued by the SABC to the Service Provider;
- 2.1.12 **“Quotation”** means the formal quotation submitted by the Service Provider to the SABC for appointment for the provision of the Services, which quotation is hereby incorporated by reference and forms an integral part of this Agreement;
- 2.1.13 **“RFQ”** means the Request For Quotation issued by the SABC for the services under title and reference number: **RFQ/6000061755 – APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO ASSIST THE SECRETARIAT DIVISION WITH MINUTE TAKING SERVICES FOR A PERIOD OF TWELVE (12) MONTHS**, which document specifies the scope of work required by the SABC in terms of its requirements as agreed upon between the Parties and which document is hereby incorporated by reference and forms an integral part of this Agreement;
- 2.1.14 **“SABC”** means the Party described in clause 1.1 above;
- 2.1.15 **“Services”** means the provision of minute taking services to assist the Secretariat Division, which services are to be rendered by the Service Provider to the SABC in terms of this Agreement as specified in the RFQ;
- 2.1.16 **“Service Provider”** means the Party described in clause 1.2 above;
- 2.1.17 **“Signature Date”** means the date of signature of this Agreement by the Party signing last in time;



- 2.1.18 **“Term”** means the period during which this Agreement shall remain effective and binding on the Parties, which for the avoidance of doubt means the contractual period commencing on the Effective Date and enduring until the Termination Date, which is a continuous period of 12 (twelve) months;
- 2.1.19 **“Termination Date”** means the date upon which this Agreement shall terminate and cease to be of any force and effect, being 31 March 2026; and
- 2.1.20 **“VAT”** means Value Added Tax payable in terms of the Value Added Tax Act 89 of 1991, as amended from time to time.
- 2.2 The clause headings in this Agreement are for purposes of convenience and reference only and shall not be used in the interpretation of, nor to modify or amplify the terms and conditions of this Agreement nor any clause hereof.
- 2.3 Unless a contrary intention clearly appears from the context, words importing:
- 2.3.1 any reference to a gender includes the other genders;
- 2.3.2 any reference to the singular includes the plural and vice versa; and
- 2.3.3 any reference to natural persons includes legal persons and vice versa.
- 2.4 Where words and/or expressions are defined within the context of any particular clause in this Agreement, the words and/or expressions so defined shall bear the meanings assigned to such words and expressions in that clause, notwithstanding that such word and/or expressions have not been defined in this interpretation clause.
- 2.5 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or declared public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding Business Day.
- 2.6 The use of the word *“including”* followed by a specific example or examples, shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example or examples.
- 2.7 The *contra proferentem* rule is excluded and accordingly, no provision herein shall be construed against or interpreted to the disadvantage of any Party due to such Party having or being deemed to have structured or drafted such provision.

- 2.8 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.9 The schedules and annexure to this Agreement form an integral part hereof and words and expressions defined in this Agreement shall bear, unless the context otherwise requires the same meanings in such schedules and annexure which do not themselves contain their own definitions and provided that in the event of any conflict between the schedules and/or annexure and this Agreement, this Agreement takes precedence and shall apply. For purposes of clarity and for the avoidance of any doubt, in the event of any conflict between any terms and conditions of this Agreement and those contained in any annexure /s hereto, the terms of this Agreement shall take precedence and shall prevail over any annexure/s.
- 2.10 If any provision in a definitions clause is a substantive provision conferring rights or imposing obligations on a Party, notwithstanding that it is only in the definition clause, effect shall be given thereto as if it were a substantive provision in the body of this Agreement.

3. INTRODUCTION

- 3.1 The SABC wishes to engage the Service Provider to provide the Services for the Term.
- 3.2 Pursuant to the above, the SABC requested for and received the Quotation from the Service Provider. The SABC has accepted the Quotation and now appoints the Service Provider on the terms and conditions set out in this Agreement.
- 3.3 The Service Provider hereby accepts the aforesaid appointment and undertakes to provide the Services.
- 3.4 The Service Provider has represented to the SABC that it has the ability, necessary expertise, resources and skills to render the Services.
- 3.5 The Parties accordingly enter into this Agreement to record the terms and conditions which shall govern their relationship.

4. TERM OF THE AGREEMENT

- 4.1 This Agreement shall commence on the Effective Date and shall endure for the Term, unless terminated earlier pursuant to the provisions of this Agreement, where after it shall cease to be of force and effect.
- 4.2 Notwithstanding the provisions of clause 4.1 above and/or the termination provisions of this Agreement, the SABC shall be entitled to terminate this Agreement by giving the Service Provider 1 (one) month's written notice of termination at any time during the Term.



5. **SCOPE OF SERVICES**

- 5.1 The Services will be implemented in terms of this Agreement as read with the RFQ, and Quotation.
- 5.2 The Service Provider shall render the Services in a competent and diligent manner and in accordance with Best Industry Practice related to the Services.
- 5.3 While the methodology of the Service Provider in rendering the Services and performing the works required in terms of this Agreement shall be its own, the Service Provider shall comply with the reasonable requests of the SABC and shall use all reasonable endeavours to promote the interests of the SABC in relation to the Services. In this regard, the Service Provider shall use its reasonable endeavours to co-operate with the SABC at all times in the implementation of the Services.

6. **OBLIGATIONS OF THE SERVICE PROVIDER**

- 6.1 The Service Provider undertakes to provide the Services as contemplated in this Agreement, subject to the terms and conditions of this Agreement, Best Industry Practice , and the standard of performance required by the SABC.
- 6.2 The Service Provider shall: –
 - 6.2.1 perform the Services with utmost care and skill, be efficient, act with due diligence and care and always operate in terms of the provisions of this Agreement;
 - 6.2.2 provide the Services in accordance with the RFQ and Quotation;
 - 6.2.3 accept and acknowledge, in writing, receipt of all instructions received from the SABC for the Services;
 - 6.2.4 at all times, maintain a relationship of trust between itself and the SABC;
 - 6.2.5 manage, operate and administer the Services to the standard agreed between the Parties and in accordance with the specified requirements in terms of this Agreement, the RFQ and Quotation;
 - 6.2.6 provide the Services in a professional manner and in accordance with the highest standard for Best Industry Practice ;
 - 6.2.7 provide the SABC with information, documentation and reports that are necessary to enable the SABC to effectively manage, evaluate and monitor the Services;





- 6.2.8 provide the Services in accordance with the business and operational needs of the SABC as contemplated in the RFQ and Quotation using consistent, effective and accurate processes;
- 6.2.9 maintain sufficient technical capacity and human capital resources to meet business needs of the SABC in relation to the Services;
- 6.2.10 ensure that during the Term, its Employees at all times, obey and observe all reasonable directions and instructions which may be given by the SABC concerning any aspect of the Services;
- 6.2.11 comply with all laws, by-laws or regulations from time to time in force and governing the provision of the Services;
- 6.2.12 obtain, as a cost of operation of the Services, prior to commencing operations, all necessary permits, licenses and other approvals required by law for the provision of the Services;
- 6.2.13 ensure that its representative attends meetings related to the provision of the Services when requested by the SABC with prior notice and co-operating in quality and operational review exercises requested by the SABC; and
- 6.2.14 allocate trained, skilled, and qualified personnel to perform the Services, in accordance with the Quotation.

7. OBLIGATIONS OF THE SABC

7.1 The SABC shall:

- 7.1.1 pay the Service Provider for the Services and in accordance with the rates set out in the Quotation;
- 7.1.2 make available to the Service Provider all the necessary business knowledge, information and data, and equipment reasonably required by the Service Provider to render the Services in terms hereof;
- 7.1.3 nominate at least 1 (one) representative by way of written notice to the Service Provider who shall:
 - 7.1.3.1 be available to consult with the Service Provider on reasonable notice;
 - 7.1.3.2 liaise with the Service Provider to ensure that decisions and approvals with respect to the Services are made timeously; and

- 7.1.3.3 give consideration to all proposals, quotations, and other recommendations relating to the Services and inform the Service Provider of the SABC's decisions in reasonable time.

8. THE SERVICE PROVIDER'S REPRESENTATIVE AND EMPLOYEES

- 8.1 The Service Provider shall make available to the SABC a representative with the relevant expertise and experience in the execution of the Services, to represent the Service Provider for all the purposes of this Agreement, and to receive written instructions from the SABC.
- 8.2 Any written instructions, directions or notices which the SABC may give to the said representative shall be deemed to have been given to the Service Provider.
- 8.3 Allocate personnel resources at its discretion, in accordance with the technical or other skills and knowledge required to perform the Services.
- 8.4 The SABC shall be at liberty to object to any representative or other Employee of the Service Provider in the execution of the Services, who shall, in the reasonable opinion of the SABC, be deemed to be incompetent or negligent or otherwise unsatisfactory. The Service Provider shall immediately replace the person so objected to upon receipt of a request from the SABC in writing to do so.
- 8.5 The said representative shall also be responsible for the proper and competent execution of the Services by any sub-contractors which the Service Provider might have appointed to deliver the Services on its behalf.

9. HEALTH AND SAFETY PROCEDURES

- 9.1 The Service Provider shall always comply with all safety requirements, including, but not limited to, the laws and regulations dealing with occupational health, safety, fire and environment, employment equity and labour laws.
- 9.2 The Service Provider agrees that the Employees will comply with all safety requirements and security standards and policies in force from time to time at the SABC and of which it is notified in writing by the SABC.

10. SECURITY PROCEDURES: ACCESS AND INSPECTION

- 10.1 The Parties shall take the following steps with regard to visits to be made by the Service Provider's Employees, sub-contractors and/or agents to the SABC's premises:



Handwritten signatures and initials are present at the bottom of the page, including a large 'NF' signature, a smaller signature, and a circular stamp.

- 10.1.1 the Service Provider shall provide the SABC with a list of all its Employees and/or agents who will be attending at the SABC's premises for the duration of this Agreement and shall update the list as and when it becomes necessary; and
- 10.1.2 such Employees shall be given entry permission and issued with identification cards or entry permits which they shall display whilst on the premises and which identification cards and /or entry permits shall remain the property of the SABC and shall be returned to the SABC when no longer required by such persons or upon termination of this Agreement.

11. **DELIVERABLES**

- 11.1 Sign off and acceptance of the Services shall be completed in terms of this clause 11.
- 11.2 Upon completion of each of the Deliverable, the SABC shall commence the sign-off process which shall entail the presentation and demonstration by the Service Provider to the SABC of the functionality of the Deliverable, or by any other arrangement as agreed to between the Parties.
- 11.3 The SABC shall sign off the Deliverable if it meets the terms of the RFQ as read together with the Quotation or other terms as directed by the SABC and agreed with the Service Provider in terms herein. Such sign-off process shall be completed within 2 (two) working days, or such extended period as may be agreed to between the Parties in writing. Where no sign-off process is completed within the period contemplated herein, any such Deliverable shall be deemed to have been accepted by the SABC unless the SABC notifies the Service Provider in writing of any deficiency in such Deliverable prior to the end of that period.
- 11.4 The SABC shall, on satisfaction that the Deliverable in respect of which the sign-off process is conducted complies with the SABC specification and requirements in accordance with the RFQ as read together with Quotation, accept the Deliverable and sign off the completed Deliverable. Payment due and payable at completion of Deliverables in terms of clause 12 shall become payable on sign off by the SABC of all the Deliverables in terms of this clause.
- 11.5 Where the Deliverable does not meet the specified requirements, the Service Provider shall rectify the Deliverable until it meets the required specification and/or functionality as set out in the RFQ as read together with the Quotation and until the SABC signs off such Deliverable in terms of clause 11.3 above, provided that the SABC shall not be liable to bear the cost incurred by the Service Provider to rectify such Deliverable.





12. **PAYMENT TERMS**

- 12.1 In consideration of the Services, the SABC shall pay the Service Provider a total sum not exceeding the Contract Amount of R385 710,00 (Three Hundred and Eighty Five Thousand Seven Hundred and Ten Rand), including VAT, in accordance with the rates as set out in the fees table included in the Quotation, attached as “**Annexure A**”.
- 12.2 Payment shall be made, within 60 (sixty) days from the date of receipt of accurate, complete and valid original tax invoices from the Service Provider, subject to the Service Provider:
- 12.2.1 having rendered the Services to the satisfaction of the SABC;
 - 12.2.2 being registered as a vendor on the SABC vendor database;
 - 12.2.3 the SABC issuing a PO and PR numbers;
 - 12.2.4 the Service Provider’s invoices reflecting the PO and/or PR numbers; and
 - 12.2.5 the Service Provider submitting its complete and accurate invoices to the SABC before the SABC vendor payment system closes for each month. NB: The SABC’s vendor payment system closes around the 13th day of every month.
- 12.3 There will be no payment above and beyond the Contract Amount for any additional work which has not been properly authorised and approved in writing by both parties.
- 12.4 There will be no commencement of Services prior to the signing of this Agreement by both Parties. In the event that the Service Provider delivers the Services before this Agreement is duly signed by both Parties, the SABC shall reserve its right to decline making payment for any Services delivered prior to this Agreement being fully executed by the Parties.

13. **SPECIFIC WARRANTIES AND UNDERTAKINGS BY THE SERVICE PROVIDER**

- 13.1 The Service Provider warrants and undertakes to the SABC that:
- 13.1.1 it has reviewed the technical specification for the Services required by the SABC in terms of this Agreement and shall advise the SABC on the most appropriate methods to fulfil such requirements;
 - 13.1.2 it is accredited and registered with relevant professional bodies in order to qualify to perform the Services;
 - 13.1.3 it has the experience, expertise and ability to perform the Services;



- 13.1.4 it has the necessary skill and know-how to provide the Services on the terms set out in this Agreement as read together with the RFQ and Quotation;
- 13.1.5 it represents and warrants that it will perform Services in a timely, competent and professional manner and in accordance with the highest standards in the industry and that the Services will be provided with reasonable skill and care;
- 13.1.6 it will make available, among other things, suitable Employees to perform its duties hereunder; and
- 13.1.7 to the best of its knowledge, all written information provided by the Service Provider to the SABC is materially accurate and not misleading, the SABC having relied on such information in awarding the contract to the Service Provider for the provision of the Services.

14. GENERAL WARRANTIES

14.1 The Parties warrant that:

- 14.1.1 they hold and will obtain and maintain any and all such licenses, permits, approvals, authorisation, rights clearances, consents, exemptions, and registrations from any person, organisation, or authority as may be necessary to fulfil their obligations and warranties under this Agreement for the duration of the Term;
- 14.1.2 in the exercise of their rights and obligations under this Agreement, they shall ensure that all relevant laws, regulations, license authorisation, and permits are complied with;
- 14.1.3 all representations and warranties by them shall remain true and in force during the Term;
- 14.1.4 they are duly authorised to enter into this Agreement and they are not bound by the provisions of any other Agreement, which could adversely affect compliance with the terms and conditions of this Agreement;
- 14.1.5 they shall not do anything that will be defamatory, injurious or in any way bring the reputation of the other Party, or any third party into disrepute or expose the Parties to any action, claim or demand by any third party arising out of any intentional or negligent act or omission on the part of any of the Parties or its Employees, or any other person(s) acting under its authority with regard to the provisions of this Agreement;
- 14.1.6 the signatories to this Agreement on behalf of the Parties are duly authorised to represent the Parties herein and to bind them hereto;



- 14.1.7 Both Parties agree not to employ any resource of the other Party or use such a Party's services as a consultant or in any other way, either independently or via a third party, during the Term of this Agreement and for a period of 12 (twelve) months following the termination of this Agreement; and
- 14.1.8 In the event that, by mutual agreement, during the Term of this Agreement or within 6 (six) months after termination of this Agreement, the SABC offers full time employment to a dedicated resource of the Service Provider, a 30% (thirty percent) placement fee of the resource's offered annual remuneration will be payable by the SABC to the Service Provider.

15. INDEMNITY

- 15.1 The Service Provider hereby indemnifies and holds the SABC harmless against any direct loss, claim, action, direct damage or expenses suffered or sustained by the SABC, or from any claim by any third party, pursuant to or arising out of the breach by the Service Provider of its obligations, representations or warranties contained in this Agreement.
- 15.2 The SABC hereby indemnifies and holds the Service Provider harmless against direct loss, claim, action, direct damages or expenses suffered or sustained by the Service Provider pursuant to or arising out of the breach by the SABC of its obligations, representations or warranties contained in this Agreement.

16. CONFIDENTIALITY

- 16.1 Neither Party shall disclose to any third party, any Confidential Information relating to the provisions of this Agreement including, but not limited to, inter alia, the financial terms and conditions except:
- 16.1.1 to the extent that it is necessary to comply with any law or court order; or
- 16.1.2 as part of such Party's normal reporting or review procedures to its shareholders and/or auditors and/or its attorneys.
- 16.2 Save for the exceptions specified in clause 16.1 above, the Parties shall not, at any time, during or after the term of this Agreement, disclose to any person whatsoever any Confidential Information relating to either Party or its business or trade secrets of which the other Party has or may come into possession pursuant to the provisions of this Agreement.

17. FORCE MAJEURE

- 17.1 Neither Party shall be under any liability for any failure to perform any of its obligations due to events or circumstances outside the reasonable control of the Parties ("Force Majeure") which

shall include but shall not be limited to fire, explosion, flood, natural disasters, pandemic, acts of terrorism, war, rebellion, riot, sabotage, orders or requests of any Government or any other authority, strikes, lockouts or other labour disputes, or delays in deliveries by sub-contractors caused by any such circumstances as referred to in this clause. The Party claiming Force Majeure shall notify the other Party of the intervention and on the cessation of such circumstances shall be allowed a reasonable extension of time for the performance of its obligations.

- 17.2 If the performance by either Party of any of its obligations under this Agreement is prevented or delayed by Force Majeure for a continuous period in excess of 90 (ninety) days, the other Party shall be entitled to terminate this Agreement by giving written notice to the Party so affected, whereupon all money due up to the point of termination under this Agreement shall be paid immediately, and in particular the SABC shall pay to the Service Provider all arrears of payment for the Services rendered in terms of this Agreement.

18. **BREACH AND TERMINATION**

- 18.1 Should either Party ("the defaulting party") commit a breach of any of the provisions hereof, then the other Party ("the aggrieved party") shall be entitled to give the defaulting party 14 (fourteen) Business Days written notice to remedy the breach.
- 18.2 The aggrieved party shall be entitled to cancel this Agreement forthwith on written notice to the defaulting party upon the occurrence of any of the following events or circumstances:
- 18.2.1 if the defaulting party fails to comply with any of its obligations contained in this Agreement; or
 - 18.2.2 if the defaulting party is provisionally or finally liquidated or placed under judicial management; or
 - 18.2.3 if the defaulting party commits an act of insolvency or is sequestrated in the case of a natural person; or
 - 18.2.4 if the defaulting party ceases to carry on business, enters into any compromise or arrangement with its creditors or has a judgement granted against it, which remains unsatisfied for a period of 7 (seven) Business Days after the granting thereof, or
 - 18.2.5 if any representation, warranty or statement made by a Party in the Agreement is incorrect in any material respect as at the date on which it is made, alternatively should any representation, warranty, undertaking or statement which is repeated under this Agreement ceases to be correct in any material respect on any date during the term of this Agreement.

- 18.3 The exercise of the rights by the aggrieved party is without prejudice to such other rights as the aggrieved party may have at law; provided always that, notwithstanding anything to the contrary contained in this Agreement, the aggrieved party shall not be entitled to cancel this Agreement for any breach by the defaulting party unless such breach is a material breach going to the root of this Agreement and is incapable of being remedied by payment in money or if it is capable of being remedied by payment in money, the defaulting party fails to pay the amount concerned within 14 (fourteen) Business Days after such amount has been determined, due notice of such determination and demand having been served upon the defaulting Party by the aggrieved Party.
- 18.4 The Service Provider shall have the right to halt or terminate entirely its Services during any period in which any fees or reimbursable expenses are overdue and undisputed for more than 30 (thirty) days but, despite written demand, remain unpaid by the SABC.
- 18.5 The Service Provider may immediately, and without incurring any penalty, terminate this Agreement or any impacted part of the Services for circumstances, where the Service Provider as a multidisciplinary firm is required to maintain, and be seen to maintain, its independence as auditors when rendering non-audit services to, and forming business relationships with, audit clients, and as such may result in breach of auditor independence policies or any other internal compliance policies.

19. DISPUTE RESOLUTION

- 19.1 Should any dispute, disagreement or claim arise between the Parties (hereinafter referred to as "the dispute") in connection with this Agreement, the Parties shall try to resolve the dispute by negotiation. This entails that the one Party invites the other in writing to a meeting and attempt to resolve the dispute.
- 19.2 Within 7 (seven) Business Days following such written invitation, the Parties shall seek an amicable resolution to the dispute by referring such dispute to designated representatives of each of the Parties for their negotiation and resolution of the dispute. The representatives shall be authorised to resolve the dispute. The reference to negotiation is a precondition to the Parties having the dispute resolved by arbitration.
- 19.3 If the dispute has not been resolved by such negotiation, the Parties shall submit the dispute to the Arbitration Foundation of Southern Africa ("AFSA") administered mediation, upon the terms set by the AFSA Secretariat.
- 19.4 Failing such a resolution, the dispute, if arbitrable in law, shall be finally resolved in accordance with the Rules of AFSA by an arbitrator or arbitrators appointed by AFSA.





19.5 The provisions of this clause shall not preclude any Party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of this dispute resolution process.

19.6 This clause is a separate, divisible agreement from the rest of this Agreement and shall remain in effect even if the Agreement terminates, is nullified or cancelled for whatsoever reason or cause.

20. **CORRUPTION**

The Service Provider acknowledges that the SABC has a policy of zero tolerance towards corrupt activities. The Service Provider hereby agrees to report any knowledge of any corrupt activities involving the SABC or any of its employees to the SABC for the attention of the SABC's Head- Legal Services and agrees that if the Service Provider is found at any time to have been a party to any act of corruption involving the SABC or any of its employees, or any attempt to commit a corrupt act (as defined in the Prevention and Combating of Corrupt Activities Act No. 12 of 2004) with the SABC or any of its employees, that in addition to such relief available elsewhere in this Agreement or at law, the SABC may, upon notice in writing to the Service Provider immediately terminate this Agreement without regard to the clauses on breach and termination.

21. **LIMITATION OF LIABILITY**

21.1 Neither Party will be liable to the other or to any cessionary nor 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.

21.2 Subject to clause 21.1, the Service Provider's liability, whether in contract or in delict and regardless of the nature of the conduct giving rise to such liability, to the SABC concerning performance or non-performance by the Service Provider, or in any manner related to this Agreement, for any and all claims shall be limited to the aggregate of the fees and reimbursable expenses paid or payable by the SABC to the Service Provider under this Agreement.

22. **DOMICILIUM**

22.1 The SABC choose the address below as *its domicilium citandi et executandi* for the purposes of this Agreement:

SOUTH AFRICAN BROADCASTING CORPORATION SOC LIMITED:

Company Secretary

Radio Park Building

Henley Road

Auckland Park

Johannesburg

Attention: Tebogo Moshakga

Email: MoshakgaT@sabc.co.za

With a copy to:

The Head: Legal Services

Radio Park Building

Henley Road

Auckland Park

Johannesburg

Email: legalservices@sabc.co.za

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

FLUIDROCK CO SEC (PTY) LTD

8 Bauhinia Street

Centurion

0157

Contact person: Bobby Wanckel

Tel. No: 079 1497183

Email: bobby@fluidrockgovernance.com

- 22.3 Should any Party elect to deliver any items or document to the other Party by way of any postal service, courier or agent or electronic or mechanical or telecommunication means, then that item or document shall be deemed delivered, in the case of registered posting, within 7 (seven) Business Days of posting, in the case of courier delivery, on the same day as the couriers delivery note indicates such delivery took place, in the case of electronic, mechanical or telecommunications means, on the day that the relevant transmission report indicates such delivery took place, unless otherwise proved by the receiving Party.
- 22.4 Each Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this clause, provided that the change shall become effective on the 14th (fourteenth) day after receipt of the notice by the addressee.

23. GENERAL**23.1 Whole Agreement**

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

23.2 Cession and Assignment

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

23.3 Severability

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

23.4 Waiver

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

23.5 Relationship of the Parties

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

Handwritten signatures of the parties, including a large 'NF' signature and two smaller, less legible signatures.

23.6 Support and Co-operation

The Parties undertake at all times to do all such things, perform all such actions and take such steps and to procure the doing of all such things, the performance of all such actions, and the taking of all such steps, as may reasonably be open to them and necessary or desirable for or incidental to or as may reasonably be required from each of them in respect of the putting into effect or maintenance of the terms, conditions, import and intent of this Agreement.

23.7 Applicable Law

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

23.8 No Collateral Terms and Conditions

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

23.9 Signing in counterparts

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

23.10 Survival

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

23.11 Protection of Personal Information

The Parties shall at all times uphold and comply with the provisions, spirit and intentions of the provision of the POPIA No 4 of 2013 and any regulations promulgated pursuant thereto in processing any personal information related to this Agreement.

The block contains three handwritten signatures in black ink, positioned above a horizontal line. The first signature on the left is 'NF' with a horizontal line extending to the right. The second signature in the middle is a stylized, cursive signature. The third signature on the right is a circular stamp or seal.

(Signature on behalf of **FLUIDROCK CO SEC (PTY) LTD**, duly authorised)

Full Name: **Ronelle Kleyn**

Designation: **CEO**

Email: **ronelle@fluidrockgovernance.com**

(Signature on behalf of the **SOUTH AFRICAN BROADCASTING CORPORATION SOC LIMITED**, duly authorised)

Full Name: **Tebogo Moshakga**

Designation: **Company Secretary**

Email : **MoshakgaT@sabc.co.za**

(Signature on behalf of the **SOUTH AFRICAN BROADCASTING CORPORATION SOC LIMITED, LEGAL SERVICES DIVISION**, duly authorised)

Full Name: **Nomsa Feliti**

Designation: **Manager – Litigation Management**

Email: **FelitiNP@sabc.co.za**

SCM PRACTITIONER DETAILS**Full names:** **Blonde Ngoepe****Designation:** **Buyer****Email:** **NgoepeBK@sabc.co.za**

ANNEXURE A**Professional Fees: Minutes Services**

The fees are outlined in the table and are based on the proposed *modus operandi* and indicative timetable.

Meeting Type - Category	Estimated Quantity of Meetings for Twelve Months	Duration per Meeting	Total Duration 12 Months	Hourly Rate	Total Cost (VAT Exclusive)	Total Cost (VAT Inclusive)
Audit & Risk Committee	5	5 Hours	25 Hours	R2,600	R65,000	R74,750
Board (Quarterly Meeting)	4	6 Hours	24 Hours	R2,600	R62,400	R71,760
Board (Special Meeting)	4	2 Hours	8 Hours	R2,600	R20,800	R23,920
Digital Technology Committee	4	3 Hours	12 Hours	R2,600	R31,200	R35,880
Finance Investment & Procurement Committee	4	3 Hours	12 Hours	R2,600	R31,200	R35,880
Human Resources Remuneration Committee	4	3 Hours	12 Hours	R2,600	R31,200	R35,880
Joint PBS & PCS Committee	4	3 Hours	12 Hours	R2,600	R31,200	R35,880
News & Editorial Committee	4	3 Hours	12 Hours	R2,600	R31,200	R35,880
Social & Ethics Committee	4	3 Hours	12 Hours	R2,600	R31,200	R35,880
Grand Total						R385,710

