national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

MASTER TRANSVERSAL AGREEMENT

FOR

OFFICE AUTOMATION SOLUTIONS

ENTERED INTO
BY AND BETWEEN

THE DEPARTMENT OF NATIONAL TREASURY
(Hereinafter referred to as "the Customer")

Duly represented herein by Mr Mothushi Moifo

In his capacity as **Acting Chief Director: Transversal Contracting** of the Department of National Treasury

Duly authorised thereto to sign this Agreement

AND

Company Name: KONICA MINOLTA SOUTH AFRICA ADO BIDVEST OFFICE (PTY) LTD

Company Registration Number 1997/010942/07
(Hereinafter referred to as "Service Provider")

MARC PILLAY & LYNNE AFRICA Duly represented herein by

in his/her capacity as CHIEF EXECUTIVE OFFICER & CHIEF FINANCIAL OFFICER

Duly authorised thereto to sign this Agreement

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LIST OF ABBREVIATIONS

MTA	Master Transversal Agreement
OEM	Original Equipment Manufacturer
RFB	Request for Bid
RSA	Republic of South Africa

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RECORDAL

(A) The Customer having identified the need to procure the Office Automation Solutions effectively and efficiently, issued a Request for Bid ("RFB") for the provision of the same for Government of the Republic of South Africa (RSA) under the RFB number RT3-2022.

(B) The Service Provider responded to the bid and has accordingly been appointed by the Customer to provide Office Automation Solutions to all Participants.

(C) The Service Provider and the Customer enter into this Agreement in order to give effect to such appointment, and to enable Participants to procure from the Service Provider in accordance with the terms and conditions set out in this Agreement.

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1. DEFINITIONS AND INTERPRETATION

1.1. The headings of the clauses in this Master Transversal Agreement (MTA) ("Agreement") are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention clearly appears.

1.2. words introducing –

1.2.1. any one gender includes the other gender,

1.2.2. the singular includes the plural and vice versa, and

1.2.3. natural persons include created entities (incorporated or unincorporated), the State and vice versa.

1.3. the following terms shall have the meanings assigned to them hereunder and similar expressions shall have corresponding meanings, namely –

Agreement	means this Master Transversal Agreement (MTA) and all its Annexures;
Business Days	means days on which business is generally conducted between the hours of 08:00 and 16:30 excluding Saturdays, Sundays, and official public holidays in the RSA;
Contract Circular	means the Circular attached to the Agreement outlining all awarded Service Providers as appointed under RT3-2022;
Copy Charge / Cost per Copy	means the consideration payable by the Participant to the Service Provider for each monochrome or colour copy that is produced by the Office Automation Solution as stipulated in the Schedule to the Participation Agreement. It is calculated by multiplying the total monochrome or colour copies produced monthly by the charge payable;
Copy Charge Print Coverage	means the number of pages a printer can produce before needing another cartridge replacement where these page yield ratings are based on standard prints ranging within 5%-to-7%-page coverage;
Customer	means the Department of National Treasury as established in terms of section 5 of the Public Finance Management Act,1999 (Act 1. of 1999);
Extension Period for leases	means the lease period beyond the initial lease period to a maximum of 24 (twenty-four) months as to be stipulated in the Schedule to the Participation Agreement;
Financial Service Provider	means registered Financial Service Providers or their Asset Financier Partners and state institutions established for the express purpose of providing funding to businesses (Service Providers) and entities;

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Force Majeure	means a situation resulting from an act of God, fire, explosion, earthquake, or other adverse weather conditions, war, revolution, or other civil strife, riot, strikes, or any circumstances of like or different nature beyond the reasonable control of the Party so failing to deliver;
Initial Lease Period	means the period of 36 (thirty-six) months from the commencement date as stipulated in the Schedule to the Participation Agreement;
Lease Payment	means the consideration payable by the Participant to the Service Provider for the use of the Office Automation Solution in the amounts as to be stipulated in the Schedule of the Participation Agreement;
Maintenance	means the obligation by the Service Provider to maintain the Office Automation Solution in a proper and efficient operating condition on terms set out herein and in accordance with the written technical specifications applicable to the Office Automation Solutions and exclusion considered;
Month	means a calendar month;
Notice Period	means the period between the time the Participant informs the Service Provider or vice versa of any action required and the time that it must happen or be completed;
Office Automation Solution	means all or any of the **equipment** which are a subject matter of this Agreement (Monochrome, Colour Multi-Functional Printers, Large Format Printers, Digital Duplicators, Paper Shredders) supplied as set out in the Contract Circular, means the equipment above together with all or any of the **models** such as Rental plus Copy Charge, Managed Print Services and Pay for Use (Managed Document Services), means the above models that encompasses all **services** or any of the services such as basic software, basic service, consumables, advanced software, and advanced service;
Outright Purchase	means the full payment of the purchase price amount payable for the Office Automation Solution such as either Digital Duplicators or Paper Shredders;
Participation Agreement	means an Agreement between the Service Provider and a Participant who has obtained consent from the Customer to participate on this Agreement;

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Participant	means any State Institution participating on this Agreement and having concluded a Participation Agreement with a Service Provider(s);
Parties	means the Department of National Treasury and the Service Provider collectively in terms of this Agreement, means the Participant and Service Provider in terms of the Participation Agreement;
RT3-2022	means the Transversal Contract for the Supply, Delivery, Installation, Commissioning and Maintenance of Office Automation Solutions to the State as issued by the Customer;
Schedule	means the order(s) issued by the Participant and accepted by the Service Provider in terms of a Participation Agreement outlining the Office Automation Solution(s) to be offered by the Service Provider;
Services	means office automation services which includes deployment of software to manage the Office Automation Solution to be rendered by the Service Provider to the Participants in terms of this Agreement; and
Subcontractor	means a company other than the Service Provider that carries out the downstream activities in terms of this Agreement.

1.4 any reference in this Agreement to "date of signature hereof shall be read as meaning a reference to the date of the last signature of this Agreement,

1.5 any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time,

1.6 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 public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday in the RSA,

1.7 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail,

1.8 expressions defined in this Agreement shall bear the same meanings in Annexures to this Agreement which do not themselves contain their own definitions,

1.9 where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that term has not been defined in this interpretation clause,

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1.10 the expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provided 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,

1.11 the rule of construction that the Agreement shall be interpreted against the Party responsible for the drafting or preparation of the agreement, shall not apply,

1.12 references to a Party include references to its successors, permitted assigns and transferees of its rights and/or obligations (immediate or otherwise) of that Party,

1.13 any reference in this Agreement to a Party shall, if such party is liquidated or sequestrated, be applicable also to and binding upon that Party's liquidator or trustee, as the case may be,

1.14 reference to a statute or its provision includes such statute or provision as might be amended from time to time, and any statute or provision which amends, extends, consolidates, or replaces the same, and shall also include any orders, regulations, instruments, or other subordinate legislation made under the relevant statute, and

1.15 unless the context otherwise indicates, the Parties shall interpret any provision of this Agreement objectively.

2. STRUCTURE

In the event of any conflict between the provisions of this Agreement the following shall be the order of precedence (highest level of precedence first):

2.1 Regarding Office Automation Solution specific related matters;-

2.1.1 Schedule to the Participation Agreement,
2.1.2 Participation Agreement,
2.1.3 Master Transversal Agreement, and
2.1.4 Bid documents.

2.2 Regarding all other matters;-

2.2.1 Master Transversal Agreement,
2.2.2 Participation Agreement,
2.2.3 Schedule to the Participation Agreement, and
2.2.4 Bid documents.

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3. TRANSVERSAL CONTRACT DURATION

3.1 This Agreement

3.1.1. Notwithstanding the date of signature of the Agreement, this Agreement shall commence on 01 April 2022 and shall endure for a period 48 (forty-eight) months terminating on 31 March 2026 unless terminated on an earlier date in accordance with the provision of this Agreement.

3.1.2. This Agreement may be extended to a further period as determined by the Parties by mutual agreement. Such an extension shall be in writing as per the provisions of this Agreement.

3.1.3. Any extension of this Agreement shall automatically extend all Participation Agreements that are concluded hereunder as well as all Schedules issued under the said Participation Agreements unless otherwise indicated in the extending Addendum.

3.1.4. The termination or expiry of this Agreement shall automatically terminate all Participation Agreements concluded in terms of this Agreement. Only those Schedules that are still effective at the time of the termination or the expiry of this Agreement or the relevant Participation Agreement shall continue to be in force until their expiry and this Agreement and the relevant Participation Agreement shall be deemed to be effective for the sole purpose of the said Schedule(s) until termination or expiry of the said Schedule(s).

3.2 Participation Agreement for Lease

3.2.1. Notwithstanding the date of signature of a Participation Agreement, a Participation Agreement for lease shall commence on the first day of the month following the delivery, installation, and commissioning of the Office Automation Solution and shall endure until expiry of this Agreement unless extended for a further period or terminated on an earlier date in accordance with the provision of this Agreement.

3.2.2. A Participation Agreement may be concluded any time during the existence of this Agreement, however none may subsist for a period beyond the expiry or termination of this Agreement, unless such Participation Agreement falls within the ambit of clause 3.1.3 above, nor may any Participation Agreement be concluded after the expiry or termination of this Agreement.

3.2.3. A Participation Agreement whose conclusion and/or execution does not comply with the terms and provisions of this Agreement shall be deemed to not form part of this Agreement.

3.2.4. Nothing in this Agreement or in the Participation Agreement shall prevent the Participants from entering into multiple Participation Agreements with other Service Provider/s as appointed by the Customer under RT3-2022 nor shall anything prevent

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the Service Providers from entering into multiple Participation Agreements with other Participants under this Agreement.

3.3 Participation Agreement for Outright Purchase

3.3.1. Notwithstanding the date of signature of a Participation Agreement, a Participation Agreement for outright purchase shall commence on the delivery date and shall endure until expiry of this Agreement unless extended for a further period or terminated on an earlier date in accordance with the provision of this Agreement.

3.3.2. A Participation Agreement may be concluded any time during the existence of this Agreement however, none may subsist for a period beyond the expiry or termination of this Agreement.

3.3.3. A Participation Agreement whose conclusion and/or execution does not comply with the terms and provisions of this Agreement shall be deemed to not form part of this Agreement.

3.3.4. Nothing in this Agreement or in the Participation Agreement shall prevent the Participants from entering into multiple Participation Agreements with other Service Provider/s as appointed by the Customer under RT3-2022 nor shall anything prevent the Service Providers from entering into multiple Participation Agreements with other Participants under this Agreement.

3.3.5. The Participant agrees upon signature of the Participation Agreement that they accept that the move of the Office Automation Solution from the original delivery site to another, the Service Provider reserves the right to be notified of such a move for maintenance purposes of the Office Automation Solution.

3.4 Lease Schedule

3.4.1. All orders for Office Automation Solutions (multi-function printers, large format printers, digital duplicators, and paper shredders) shall be recorded in terms of a Schedule completed and signed off by both Participant and Service Provider. The Participant may have more than 1 (one) Schedule under this Agreement. The Service Provider acknowledges that this Agreement is on an "as and when required basis" at the sole discretion of the Participant. The Service Provider acknowledges further that the Participant cannot and shall not guarantee a number of Schedules that it concludes with the Service Provider as this will depend on the needs of the Participants as well as the performance of the Service Provider.

3.4.2. All leases will run for 36 (thirty-six) months from the first day of a month to the end of the 36th months.

3.4.3. A lease in this Agreement is an operating lease as risks and rewards incidental to ownership are not substantially transferred from the Service Provider to the Participant. The Participant is allowed and entitled to exercise its right to use the Office Automation Solution offered by the Service Provider for an agreed period of

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time in return for a series of payments. The risks and rewards in, and to, the Office Automation Solution shall only pass to the Participant upon delivery to, or acceptance by, the Participant.

3.4.4. All Schedules shall be attached to the Participation Agreement as an Annexure.

3.4.5. The Service Provider shall ensure that it follows all reasonable instructions appearing on the Schedule regarding the delivery, installation, and commissioning of Office Automation Solution. Submission of invoice must be strictly adhered to and under no circumstances should the Service Provider deviate from the Schedule agreed with the Participant; unless otherwise such instruction cannot be carried out, in which case the Service Provider shall advise the Participant accordingly and the Parties shall attempt to reach an amicable resolution of the matter.

3.5 Outright Purchase Schedule

3.5.1. All orders for Office Automation Solutions (digital duplicators and paper shredders) shall be recorded in terms of a Schedule completed and signed off by both Participant and Service Provider. The Participant may have more than 1 (one) Schedule under this Agreement. The Service Provider acknowledges that this Agreement is on an "as and when required basis" at the sole discretion of the Participant. The Service Provider acknowledges further that the Participant cannot and shall not guarantee a number of Schedules that it will conclude with the Service Provider as this will depend on the needs of the Participants as well as the performance of the Service Provider. No extension period for outright purchased Office Automation Solution shall be applicable thereof.

3.5.2. Maintenance for outright purchases shall commence on the date of delivery of the Office Automation Solutions and shall be for a period of 48 (forty-eight) months.

3.5.3. Ownership of any Office Automation Solution shall only pass to the Participant upon payment of the full purchase price to the Service Provider in respect of the Office Automation Solution in question.

3.5.4. All Schedules shall be attached to the Participation Agreement as an Annexure.

3.5.5. The Service Provider shall ensure that it follows all reasonable instructions appearing on the Schedule regarding the delivery and maintenance of Office Automation Solution. Submission of invoice must be strictly adhered to and under no circumstances should the Service Provider deviate from the Schedule agreed with the Participant; unless otherwise such instruction cannot be carried out, in which case the Service Provider shall advise the Participant accordingly and the Parties shall attempt to reach an amicable resolution of the matter.

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4. EXTENSION OF LEASES

4.1. All leases from the transversal contract shall be for a minimum period of 36 (thirty-six) months with an option for a new extension period of 24 (twenty-four) months up to 31 March 2028. The cost implication for the extension period will be at a 0% (zero percent) monthly lease. Only the cost per copy (usage) will be charged inclusive of support and maintenance by Service Providers during the extension period. The monthly lease payments of the Office Automation Solution shall be R0.00 (zero Rands) for the duration of the extended period.

4.2. All leases emanating from this Agreement should not go beyond the extended 24 (twenty-four) months period that will end 31 March 2028.

4.3. All leases commencing in the first year of this Agreement (i.e., 01 April 2022 to 31 March 2023) irrespective of the starting month within the first year, the extended 0% (zero percent) monthly lease period will be for a period of 24 (twenty-four) months or up to 31 March 2028, whichever comes first. This means the participants will enjoy a full 24 (twenty-four) months extension at no cost (0% monthly lease payments).

4.4. All leases commencing in the second year of this Agreement (i.e., 01 April 2023 to 31 March 2024) irrespective of the starting month within the second year, the extended 0% (zero percent) monthly lease period will be up to 31 March 2028. This means the participants will enjoy a 24 (twenty-four) months 0% (zero percent) monthly lease or proportionately as per the starting month of the lease.

4.5. All leases commencing in the third year of this Agreement (i.e., 01 April 2024 to 31 March 2025) irrespective of the starting month within the third year, the extended 0% (zero percent) monthly lease period will be up to 31 March 2028. This means the participants will enjoy a 12 (twelve) months 0% (zero percent) monthly lease or proportionately as per the starting month of the lease.

4.6. All leases commencing in the fourth and final year of this Agreement (i.e., 01 April 2025 to 31 March 2026) irrespective of the starting month within the fourth (4^{th}) year, will not have the extension period. This means the participants will not enjoy the 0% (zero percent) monthly lease or proportion thereof. It means all the leases commencing in the fourth (4^{th}) year of this Agreement irrespective of the starting month within the fourth (4^{th}) year will only be for the initial period of 36 (thirty-six) months.

4.7. The Parties to the Participation Agreement must put a notice period to either Party in writing or system generated 60 (sixty) days prior to the expiry of the initial 36 (thirty-six) months lease period to effect the new lease extension.

4.8. If an insurable occurrence occurs and the Office Automation Solution is unfixable or damaged during the extension period, the Office Automation Solution should be upgraded, or a suitable second-hand Office Automation Solution shall be used as a replacement.

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5. RESPONSIBILITIES OF THE SERVICE PROVIDER

5.1 Provide to the Participant the Office Automation Solution as set out in the Contract Circular.

5.2 Undertake to conclude a Participation Agreement together with the first Schedule(s) with a Participant for all leases within 14 (fourteen) days after delivery, installing and commissioning of any Office Automation Solution in terms of this Agreement.

5.3 Undertake to conclude a Participation Agreement with a Participant for all outright purchases prior to delivery or at delivery of any Office Automation Solution in terms of this Agreement.

5.4 Undertake to make available such resource(s) as required to supply the Office Automation Solution and perform the Services as indicated in the Contract Circular.

5.5 Undertake to provide the Office Automation Solution in the quality, standards and technical specifications agreed to by the Parties, under the terms and conditions set out in the Contract Circular.

5.6 In consultation with the Participant, conduct at no cost to the Participant a needs analysis of the printing environment and provide a written advice on the correct Office Automation Solution suitable to the needs of the Participant. Notwithstanding the foregoing, the selection of the Office Automation Printing Solution should remain Participant's sole responsibility.

5.7 In consultation with the Participant, conduct at no cost to the Participant a needs analysis of the paper shredding environment and provide a written advice on the correct Office Automation Solution suitable to the needs of the Participant. Notwithstanding the foregoing, the selection of the Office Automation Solution should remain Participant's sole responsibility.

5.8 Ensure that it does not provide or recommend an Office Automation Solution that is not provided for in terms of this Agreement. Such an action by the Service Provider shall be regarded as a material breach of this Agreement and the Customer accordingly reserves its right to terminate this Agreement in its entirety or the relevant Participation Agreement. This right shall be at the sole discretion of the Customer to eliminate irregular expenditure for the Participant(s).

5.9 Further assist Participants in customizing the printing policy to suit the Participant's environment at the cost published on the relevant Contract Circular Annexure. The Service Provider shall use the provided Annexure to the Contract Circular as basis for this exercise. Such a policy shall thereafter be adopted and implemented by the Participant.

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5.10 Model Changes

5.10.1. The Service Provider shall ensure that throughout the existence of this Agreement it provides the Participants with the latest technology of the Office Automation Solution that meets the approved technical specification in terms of this Agreement.

5.10.2. Where there is a need for a model change, the Service Provider shall ensure that it provides the Participants with latest technology of the Office Automation Solution that meets the approved technical specification in terms of this Agreement at the same price of the discontinued or replaced model.

5.11 Subcontracting

5.11.1. Large Enterprise Service Providers for all printers appointed on this Agreement are required to subcontract and continuously add subcontractors whilst the Agreement is valid who will subcontract a minimum of 30% (thirty percent) or a feasible percentage offered by the Service Provider of the transversal contract value to be accumulated during the Agreement period to a new or existing subcontractor(s) who is an:

5.11.1.1. Exempted Micro Enterprise / Qualifying Small Enterprise that is at least 51% (fifty-one percent) Black Owned.

5.11.2. The Customer reserves the right to verify and/or terminate the Agreement when this requirement is not fulfilled, should the Service Provider fail to remedy the breach in accordance with clause 12 below.

5.12 Insurance

5.12.1. The Office Automation Solution rendered under this Agreement shall be comprehensively insured for all insurable risks for an amount equal to the full insurable value.

5.12.2. The Service Provider shall keep the Office Automation Solution insured against loss of whatever nature including but not limited to accident; theft; fire; damage of whatever nature provided it is not as a result of the Participant or its official's negligence; riot and civil uprising damage; and any and all other insurable risks for the duration of this Agreement, the Participation Agreement as well as the applicable Schedule.

5.12.3. Insurance will not be applied where there are power surges experienced due to infrastructure issues or if it is found that Office Automation Solutions are plugged into an extension cord as all Office Automation Solutions are supplied with lightning protection kits and must be plugged directly into a red plug.

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6. RESPONSIBILITY OF THE PARTICIPANT

The Participant shall:

6.1 Co-operate and assist the Service Provider in performing its obligations in terms of this Agreement.

6.2 Sign the Participation Agreement together with the first Schedule(s) for leases within 14 (fourteen) days after delivery, installing and commissioning of any Office Automation Solutions in terms of this Agreement.

6.3 Sign the Participation Agreement with the first Schedule(s) for outright purchases prior to receiving or at delivery of any Office Automation Solutions in terms of this Agreement.

6.4 Keep the Office Automation Solutions in its possession, custody, and control at its premises in accordance with the same policies and procedures that the Participant applies in respect of its own assets and any written instructions of the Service Provider.

6.5 Ensure that the installation area, access ways, dedicated electrical supply and where relevant, the information technology configuration of its premises and other equipment or any network are suitable for the installation, passage and electrical/or electronic connection of the Office Automation Solution when it is delivered for installation and thereafter.

6.6 Supply all assistance, documentation, and other information necessary for Service Provider to diagnose or remedy any fault and to deliver the Office Automation Solutions.

6.7 Maintain backups of all data and adequate virus protection systems for its institution.

6.8 Allow the Service Provider access to the locations at any time as may be reasonably required by the Service Provider to carry out any Services and/or maintenance to be provided and to assess whether the Participant is complying with its obligations in terms of the Participation Agreement.

6.9 Be responsible for the cost to repair or replace any Office Automation Solution should it be damaged due to abuse or misuse thereof.

6.10 Inform the Service Provider of any circumstances which arise, within its knowledge, because of which the environment or the location of the Office Automation Solution becomes, to a material extent, unsuitable for use.

6.11 Acknowledges that the Office Automation Solution is movable property and will not accede to or become permanently attached to the locations or any other property asset.

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6.12 In cases where a Participant is leasing a property where the Office Automation Solution is placed, shall notify its landlord that such Office Automation Solution is the property of the Service Provider, and it is not subject to the landlord's lien or hypothec.

6.13 Print within the copy charge print coverage based on industry standard falling between 5% and 7% (five and seven percent), depending on the Office Automation Solution standards of each Original Equipment Manufacturer (OEM). Where Participants prints at coverage factors well above the OEM Office Automation Solution standards leading to significantly higher costs shall pay the Service Provider for the excessive print coverage.

6.14 Monitor, review and report the Service Provider's performance in terms of this Agreement.

6.15 Not damage the Office Automation Solution supplied by the Service Provider.

7. MAINTENANCE AND SUPPORT

7.1 Preventative Maintenance

7.1.1 The Service Provider shall conduct a regular and routine preventive maintenance of the Office Automation Solution to ensure that the Office Automation Solution remains in a satisfactory operating condition and to avoid breakdowns or malfunctions by providing for systematic inspection, detection, and correction of early failures either before they occur or before they develop into major defects.

7.1.2. This maintenance shall include but not limited to running tests, measurements, adjustments, parts replacement, and cleaning performed specifically to prevent faults from occurring.

7.1.3. Where the Service Provider imports its Office Automation Solution, it shall ensure that sufficient spare parts are held in South Africa to ensure that the Equipment are kept in an acceptable working condition for the duration of this Agreement.

7.1.4. The Service Provider shall maintain the Office Automation Solution throughout this Agreement period with specific reference to the duration of the Schedule.

7.1.5. The Service Provider shall ensure that it has the capacity to view the Office Automation Solution remotely to ensure that at no stage during this Agreement period is the Office Automation Solution in a no working condition. Service Providers and Participants must set up an email service on the Office Automation Solution to allow remote monitoring of the printing environment.

7.1.6. If Participants do not allow Service Providers to remotely monitor the printing environment, Participants will have to log calls for all services required.

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7.2 **Maintenance Exclusions**

Maintenance and Support shall not include the correction of any fault that is:-

7.2.1. caused by the Participant's failure to maintain a suitable environment for the Office Automation Solution at the site in accordance with the OEM's or Service Provider's written specifications including failure to maintain a constant power supply, air conditioning or humidity control,

7.2.2. caused by the Participant's neglect or misuse of Office Automation Solution including operating the Office Automation Solution outside the design specification or failure to operate them in accordance with the OEM's or Service Provider's instruction manuals,

7.2.3. caused by the alteration or modification of Office Automation Solution by any party other than the Service Provider,

7.2.4. caused by the relocation of the Office Automation Solution both on site and to another location by any party other than the Service Provider,

7.2.5. caused by the use of defective or inappropriate consumables,

7.2.6. caused by the failure of, or changes to, or connection or disconnection from any external device or system,

7.2.7. excluded by the relevant OEM's software maintenance terms and conditions; or

7.2.8. Where the Service Provider reasonably considers that the Office Automation Solution cannot be economically repaired because parts are no longer available from the applicable OEM or the Office Automation Solution are of excessive age, wear or deterioration, the Service Provider shall in this instance, replace the Office Automation Solution with suitable Equipment that meets all technical specifications.

7.3 **Office Automation Solution Support**

7.3.1. The Service Provider shall from time to time to the extent that is reasonably necessary or required by the Participant for proper utilization of the Office Automation Solution provide advice, assistance, reports, and data relevant to the usage of the Office Automation Solution.

7.3.2. The Participant may install access key control devices on the relevant Office Automation Solution provided that these devices have been tested and approved by the Service Provider. The Service Provider shall provide all necessary assistance to ensure the proper integration of the access key control devices with the Office Automation Solution however such assistance may be chargeable.

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7.3.3. The Service Provider shall further assist the Participant in the installation of any copy control devices and copy management devices on the Office Automation Solution as may be reasonably required by the customized printing policy.

7.3.4. Where the Service Provider or any of its employees, agents, or independent contractors ("Representatives") accesses the premises of the Participant pursuant to this Agreement, the Service Provider and its Representatives shall abide by and comply with the safety, health and environmental policies and procedures and other lawful directions of the Participant.

7.3.5. Where Office Automation Solution is faulty and cannot be fixed on-site, a loan Office Automation Solution must be offered during the repair period by a Service Provider to a Participant. When the Office Automation Solution is removed from the Participant's premises, there must be an exchange with the loan Office Automation Solution.

7.3.6. The support bundled with all Office Automation Solution includes an on-site service with a specified turnaround time. Repairs can either be completed on-site, the faulty Office Automation Solution /component can be swapped out, a loan Office Automation Solution of the same capabilities provided, or any other method can be used to achieve a working solution by the support deadline. Service in terms of the support is initiated by the logging of a call (either by the Participant or automated by the Service Provider) and allowing the Service Provider access to the Office Automation Solution; and

7.3.7. The hard disk drive embedded in the Office Automation Solution be removed by the Service Provider and handed over to Participants so that they can be disposed of safely and preferably by physically destroying or crashing them. The hard disk drive needs to be removed for as long as the Office Automation Solution leaves the Participant premises for any reason such as off-site repair, replacement, schedule expiry, etc.

8. FEES AND PAYMENTS

8.1. For the provision of Office Automation Solution rendered by the Service Provider, the Participant shall pay the Service Provider the fees and charges inclusive of Value Added Tax and all applicable taxes as provided for in this Agreement and particularly the Contract Circular.

8.2. The billing for leases should start on the first day of the month following the delivery, installation, and commissioning of Office Automation Solution to the last day of the month and subsequent months in line with the lease that should run for 36 (thirty-six) months from the first day of a month to the end of the 36th months.

8.3. The payment for outright purchase of Office Automation Solution should be at the procurement of the Office Automation Solution prior to delivery.

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8.4. The Participant shall pay all valid invoices received from the date of the Supplier's invoice within 30 (thirty) calendar days of receipt.

8.5. Payments shall be made by the Participant against an invoice, where there has been delivery, installation, and commissioning of leased Office Automation Solution as agreed between the Service Provider and Participant.

8.6. All disputed invoices shall be dealt with in terms of clause17 below.

8.7. Notwithstanding the aforesaid, if the Participant wishes to dispute an invoice, the Participant shall be obliged to do so within 21 (twenty-one) working days of the receipt of the said invoice, failing which the Participant shall be deemed to have accepted the amount owing in respect of such invoice.

8.8. Without prejudice to any other right or remedy the Service Provider may have to suspend the provision of Services or such portion thereof of Office Automation Solution until all undisputed payments in arrears have been paid in full.

8.9. All amounts due and payable by the Participant shall be paid to the Service Provider in South African Rand without deduction or set-off for whatever reason by way of electronic funds transfer to a bank account as selected by the Service Provider. The Participant will not be entitled to withhold payment of any amounts payable to the Service Provider in terms of this Agreement to satisfy any claim of the Participant arising from this Agreement.

8.10. The Customer indemnifies and holds the Service Provider harmless against any losses or damages suffered by the Participant as a result of the suspension of any of the Services or such portion thereof of Office Automation Solution in accordance with this Agreement. The Participant agrees that any losses and/or damages suffered in relation thereto would be as a consequence of its failure to comply fully with the terms of this Agreement, including but not limited to this clause 8.

9. TRANSVERSAL CONTRACT PRICE ADJUSTMENTS

9.1. The transversal contract price adjustments shall be applied on a bi-annual basis from commencement date of this Agreement as published by the Customer on its website.

9.2. The transversal contract price adjustments will only be applicable to new or additional Office Automation Solutions leases, copy charges, outright purchase, accessories, and consumables procured after the transversal contract price adjustment has been implemented. The Service Provider shall be notified by the Customer of the adjusted prices.

9.3. No transversal contract price adjustment will be allowed on the monthly lease amount concluded during the Schedule period of 36 (thirty-six) months, however the monthly lease is linked to prime and escalate or decrease as prime fluctuates.

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10. DELAYS, UNSATISFACTORY PERFORMANCE OR FORCE MAJEURE

10.1 The Service Provider shall, at all times, ensure that it supplies the Office Automation Solutions in accordance with the technical specifications set out in the Contract Circular, and shall ensure that the Office Automation Solutions are supplied within the delivery or lead times, or periods set out by the Parties in the Contract Circular.

10.2 In the event of any delay and/or failure to perform in accordance with technical specifications as set out in this Agreement, and where an emergency situation arises, and/or where the Participant deems it necessary to obtain the Office Automation Solution not readily available from the Service Provider, the Participant reserves the right to procure such Office Automation Solution from another Service Provider appointed in terms of RT3-2022. The Participant must ensure that it has the necessary documentation to illustrate and prove that it has allowed the Service Provider at least the lead time as indicated on the Contract Circular before selecting another Service Provider.

10.3 If at any time during the supply of the Office Automation Solution, the Service Provider, its agents, or subcontractor(s), should encounter conditions impeding specific and/or timely delivery of Office Automation Solution, the Service Provider shall promptly notify the Participant in writing of that fact, the likely duration and/or its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Participant shall evaluate the situation and may, at its discretion, extend the Service Provider's time for delivery without imposing of penalties, in which case the extension shall be ratified by the Parties by amendment of the relevant Schedule(s) in writing.

10.4 Notwithstanding the aforesaid, where the reason for the delay is due to any act or omission on the part of the Participant or anyone under their control, the Service Provider's non-performance shall be excused, and the Service Provider's performance shall be extended on a reasonable basis in proportion to the prejudice caused by such a delay.

10.5 Excusable delay is where any Party, its agent, appointed third party or sub-contractors:

10.5.1. Does not provide access to a required and necessary person, place or thing timeously; or
10.5.2. Does not provide any information required, or does not provide such information in the format required; or
10.5.3. Changes a material decision which it has previously communicated to the other Party; or
10.5.4. Unreasonably withholds an acceptance or consent; or
10.5.5. Fails to act in terms of this Agreement as required therein or acts contrary to the terms of this Agreement.

10.6. Where the Service Provider's performance is affected by an event of force majeure same shall constitute an excusable delay.

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10.7. Delay or failure to comply with, or breach of any of the terms and conditions of this Agreement, if occasioned by *force majeure*, will not be deemed to be a breach of this Agreement, nor will it subject either Party to any liability to the other. The Party plagued by *force majeure* shall inform the other Party in writing and the Party concerned shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

10.8. Should either Party be prevented from carrying out its contractual obligations as a result of a *force majeure* event lasting for a continuous period of 60 (sixty) calendar days, or such period as may be agreed to between the Parties in writing, either Party shall be entitled, after due consultation with the other Party in an effort to come to a mutually acceptable arrangement, to terminate either the affected part of the Office Automation Solution or the entire Agreement (where it is not feasible to maintain the Agreement), on written notice to the other Party, without incurring any damages or liability, (save for the settlement of the Lease payments). Notwithstanding the above, the Customer reserves the right to terminate a Participation Agreement should the *force majeure* persist beyond the 60 (sixty) calendar days, or any other period so agreed.

11. AMENDMENT

11.1 This Agreement constitutes the whole Agreement between the Parties relating to the subject matter hereof.

11.2 No amendment or consensual cancellation of this Agreement or any provision or term hereof or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any Agreement, or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties.

11.3 To the extent permissible by law no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the Agreement and/or whether it was negligent or not.

12. BREACH

12.1 Either Party shall be in breach of this Agreement if it fails to comply with any of its obligations in terms of this Agreement and having been given 30 (thirty) calendar day's written notice to remedy such non-compliance.

12.2 The Service Provider shall be in breach of this Agreement if it fails perform its obligations as set out in this Agreement.

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12.3 The Service Provider shall be in breach of this Agreement if it:-

12.3.1. fails to comply with the prescribed licensing requirements, and/or if it fails to comply with any applicable legislation in relation to the Office Automation Solution; or

12.3.2. becomes bankrupt or otherwise insolvent, provided that this will not affect any right of action or remedy which has accrued or will accrue thereafter to the Participant; or

12.3.3. compromises or makes an assignment for the benefit of, or attempts to compromise or make such assignment with, its creditors; or

12.3.4. without the prior written consent of the Customer, undergoes a change in shareholding or member's interest so that a new person owns the majority of its voting share capital or members' interest.

12.4 Either Party shall, in any instance of breach, be entitled, in addition and without prejudice to any other right it may have in law pursuant to this Agreement, to either enforce specific performance or terminate the Agreement and/or claim damages.

12.5 In the event of the Service Provider being in material breach of a Participation Agreement and failing to remedy such breach, for the period that the Service Provider remains in breach, the Participant may claim against the Service Provider for any losses subject to the terms of this Agreement suffered during the period of such breach.

12.6 The Participant shall be in breach of this Agreement should it fail to make payment of the invoice to the Service Provider as stipulated in this Agreement.

12.7 In no event shall either Party or its staff be liable for any indirect, incidental, special, or consequential damages or losses (whether foreseeable or unforeseeable) of any kind (including, without limitation, loss of profits, goodwill, reputation, lost or damaged data or software, loss of use, downtime, or costs of substitute products) arising from this Agreement.

12.8 Neither Party shall be liable for any loss or damage of whatsoever nature suffered by the other Party arising out of or in connection with, and to the extent of, any breach of this Agreement by the other Party or any act, misrepresentation, error, or omission made by or on behalf of the other Party or its staff.

12.9 Notwithstanding the above, neither Party excludes or restricts in any way its liability for death or personal injury resulting from its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation or for any other cause that cannot be excluded under applicable law.

12.10 Notwithstanding the form (whether in contract, delict, or otherwise) in which any legal action may be brought, the Service Provider's maximum liability to compensate the Participant for direct damages for any breach, penalty, act, or omission arising out of

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this Agreement shall not exceed the amount of the total fees already paid by the Participant to the Service Provider in respect of this Agreement. Such maximum amount shall be an aggregate amount for all claims arising out of this Agreement and the Participation Agreement during the currency thereof.

12.11 Billable charges consist of monthly lease payments associated with the delivery and availability of Office Automation Solution at the Participants place of business, whilst service (cost per copy) charges are associated with the warrantees, service performance and all other mentioned Service Provider's undertakings and responsibilities contained in this Agreement.

12.12 For such reasons, all valid claims and or penalties that the Participant may have against the Service Provider arising from any dispute or material breach without the required remedial action by the Service Provider, is linked to such service charges and that no provision is made that permits the Participant from withholding payments in terms of the monthly lease payable under this Agreement at any time.

13. TERMINATION

13.1 This Agreement will terminate under the following circumstances: -

13.1.1 At expiry of the Agreement in terms of clause 3.1.1 above, or

13.1.2. Where a Party fails to perform on its obligation(s) and/or breaches a material term of the Agreement in terms of clause 12 above, or

13.1.3. A winding-up order or a resolution is made or passed, or

13.1.4. Either Party commits an act which, if committed by an individual, would constitute an act of insolvency in terms of Section 8 of the Insolvency Act of 1936, or

13.1.5. Either Party convenes a meeting for the purposes of passing a special resolution for its voluntary winding up (solvent or insolvent) for filing with the Companies and Intellectual Property Commission or similar regulatory body in any other jurisdiction where such person is domiciled, or

13.1.6. Either Party fails to satisfy a judgment debt or to take steps to have any judgment against it set aside within 30 (thirty) days after such judgment has come to the attention of such Party, or

13.1.7. The other Party is sequestrated or liquidated, as the case may be;-

13.1.7.1. In the event that any third-party license agreement (between the Participant or Service Provider and a third-party licensor for any software in respect of which the Services are provided, or which are necessary for the provision of the Services, terminates for whatever reason, or if any other grounds arise making it objectively impossible to provide the Services; in each case other than for

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breach by a Party of that agreement or third party intellectual property rights then either Party shall be entitled to terminate this Agreement in relation to the provision of such Services on written notice to the other Party.

13.1.8. In the instance where a Party in breach fails to remedy a breach as contemplated in clause 12 above, the innocent Party may terminate the Agreement by giving 30 (thirty) calendar days' written notice of termination of this Agreement and may claim damages suffered as a result of the breach and/or specific performance without prejudicing any of its rights in law.

13.1.9. The Parties hereby agree that this Agreement shall be terminated with immediate effect by written notice in the event that the Customer is of the opinion that serving of the notice period may be detrimental to its security in any manner as an institution.

13.1.10. The Participant(s) shall settle all undisputed outstanding invoices of the Service Provider within 30 (thirty) working days of the date of termination of Agreement and will settle all lease payments to the Service Provider for the remainder of the initial lease period.

13.1.11. Where the Service Provider fails to perform on its material obligation(s) and/or breaches a material term of the Participation Agreement and or a Schedule, the Participant shall provide the Service Provider with 30 (thirty) days written notice to remedy the breach, failing which the Participant shall terminate the Participation Agreement and/ or the relevant Schedule on 90 (ninety) days written notice.

13.1.12. On termination of this Agreement or the Participation Agreement for any reason, all amounts payable for Services rendered shall become due and payable even if they have not been invoiced. Such amounts may not be withheld for any reason and must be paid within 30 (thirty) days following receipt of an invoice from the Service Provider.

13.1.13. Termination of this Agreement shall not affect the enforceability of the provisions which are intended to operate after such expiry or termination.

13.1.14. Should the Customer terminate the Agreement, termination charges equivalent to the monthly lease charge multiplied by the number of months remaining in the unexpired lease period will be applicable in the event of unresolved disputes by Participants.

14. INDEMNITY

14.1 The Supplier hereby indemnifies, holds harmless and agrees to defend the other Party and its officers, employees, agents and successors against all claims or losses arising from or in connection with, any of the following: -

14.1.1 Third party claims attributable to any breach of the provisions of this Agreement,

14.1.2. Third party claims attributable to theft, fraud, or other unlawful activity or any

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negligent, willful, or fraudulent conduct by the Party or its personnel and claims attributable to errors and/or omissions or infringement of intellectual property of a third party committed by same, or

14.1.3. Third party claims arising from or related to the death or bodily injury of any agent, employee, customer, business invitee, business visitor or other person caused by the delictual conduct of the Party or its Personnel.

14.2 Claims arising from damage to property owned or leased by Participant or belonging to a third party caused by the acts or omissions of the Party or it's Personnel.

15. WARRANTY

15.1 The Service Provider warrants that it has the resources, ability, skill, and experience appropriate to supply the Office Automation Solution and to perform all Services related to the Office Automation Solution.

15.2 Each Party warrants that it has and will comply with all laws, by-laws, regulations and to obtain whatever permits and licenses that are necessary to fulfill its obligations in terms of this Agreement.

15.3 The supply of Office Automation Solution shall be rendered in person by such authorized representative(s)/personnel of the Service Provider, who shall adhere to the terms of this Agreement.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 All rights, titles, and interests in, and all intellectual property relating to, and products owned by, the Parties, their vendors or Service Providers, and the software used to implement such Office Automation Solution, shall at all times remain the property of such Parties, their vendors, or Service Providers.

16.2 The intellectual property rights in every work or any part thereof created by the Service Provider or any person performing work on behalf of the Service Provider in the execution of this Agreement shall vest in the Participant and such works or part thereof may only be reproduced or disclosed to another person with the written consent of the Participant.

16.3 The Participant shall be entitled to use, free of charge, for its own purposes, all intellectual property products of the Service Provider that have been incorporated in the systems of the Participant.

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17. DISPUTE RESOLUTION

Dispute between the Service Provider and the Customer

17.1 The Parties shall first attempt to resolve any dispute arising from this Agreement, within 7 (seven) business days of either Party sending a written notice of dispute by way of mutual consultation between the designated representatives and/or a joint committee of the Parties that may be established for this purpose.

17.2 If the Parties fail to resolve the dispute in terms of clause 17.1 above, the dispute shall immediately be referred to the Heads of the Parties for resolution, which must be effected within 14 (fourteen) Business Days following the date of referral.

17.3 If the Parties fail to resolve the dispute in terms of clause 17.2 above, the dispute shall be referred for mediation as the Parties may agree in writing.

17.4 The Parties shall, by agreement to be reached within 10 (ten) Business Days following the referral of the dispute to mediation, appoint a third party to act as a mediator, and not as an arbitrator, to mediate in the resolution of the dispute.

17.5 The Parties agree that the mediator shall be an advocate of the Tshwane Associate of Advocates of not less than 10 (ten) years in practice in the event that the dispute relates to the interpretation and application of this Agreement and a Chartered Accountant of not less than 10 (ten) years' experience in the event that the dispute relates to calculations relating to the Office Automation Solution cost. Should the Parties not be able to agree on the mediator, then the mediator shall be selected by the chairman at the time being of the Arbitration Foundation of Southern Africa. Such mediation shall be held in English in Pretoria, or as agreed to in writing by the Parties and in accordance with the rules determined by the mediator and the timeframes agreed to by the Parties and the mediation.

17.6 Either Party reserves the right, if not satisfied with any of the processes in this clause 17, to refer the dispute to any competent court for resolution.

17.7 A dispute in terms of this Agreement shall not relieve the Parties from their respective obligations in terms of the Agreement and the Parties therefore shall not, for the duration of the dispute, abdicate any of their obligations or duties in terms of the Agreement.

Dispute between the Service Provider and the Participant

17.8 The Parties to a Participation Agreement shall first attempt to resolve any dispute arising from a Participation Agreement, within 7 (seven) business days of either Party sending a written notice of dispute by way of mutual consultation between the designated representatives and/or a joint committee of the Parties that may be established for this purpose.

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17.9 If the Parties fail to resolve the dispute in terms of clause 17.8 above the dispute shall immediately be referred to the Heads of the Parties (signatories to the Participation Agreement) for resolution, which must be effected within 14 (fourteen) Business Days following the date of referral.

17.10 If the Parties fail to resolve the dispute in terms of clause 17.9 above, the dispute shall be referred for the Customer by either Party and the Parties to this Agreement shall follow the dispute resolution process as described in clause 17.4 above.

17.11 If any dispute between the Parties to the Participation Agreement is not resolved in terms of clauses 17.8, 17.9, and 17.10 above, then the dispute must be referred to mediation in terms of clause 17.5 above, however, the Service Provider may during the subsistence of the dispute, be required by the Participant to suspend the provision of Services until such dispute is resolved by the Parties.

18. CONDIFENTIALITY

18.1 Each Party undertakes to the other Party, for the duration of this Agreement and after termination thereof;-

18.1.1 to keep confidential all information, whether written (including information contained in electronic format) or oral, concerning the business affairs of the other Party that it obtains or receives from the other Party or any third party, ("the Information"); this does not preclude a Service Provider from furnishing information to potential Financial Service Providers to whom the Agreement may be ceded or from accessing and processing credit data,

18.1.2. not to, without the other Party's prior written consent, which consent shall not be unreasonably withheld disclose the Information in whole or in part to any person, save its employees, agents, contractors and/or consultants involved in the implementation of this Agreement, and who have a need to know, and

18.1.3. to use the Information solely in connection with the implementation of this Agreement and not for its own benefit or that of any third party.

18.1.4. The provisions of clause 18.1 above shall not apply to all or any Information which is:-

18.1.4.1. already known to the recipient without an obligation of confidence; or

18.1.4.2. publicly available without breach of this Agreement; or

18.1.4.3. required to be disclosed in response to a valid order of court or other governmental agency or if disclosure thereof is otherwise required by law.

18.1.5. The Service Provider undertakes to ensure that all its officials supplying Office Automation Solution in terms of this Agreement shall adhere to the Protection of Personal Information Act (Act 4 of 2013), only to the extent that the Service Provider processes personal data while providing its Office Automation Solutions.

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18.1.6. The Service Provider shall notify the Customer within a reasonable time of any activities or circumstances which give rise to, or could potentially give rise to, such conflict of interest, and to include in such notice a detailed plan to the satisfaction of the Customer on how the Service Provider will address such conflict.

19. DECLARATION OF THIRD PARTIES FOR LEASES

19.1 Where the Service Provider has procured the Office Automation Solution with related Services in terms of this Agreement from a third party, the Service Provider declares as follows, that-:

19.1.1 The Service Provider has informed the third party of the terms and conditions of this Agreement and the third party is acquainted with such,

19.1.2. The Service Provider has received an unconditional written undertaking from the third party to supply the Office Automation Solution for the duration of this Agreement as per the provisions of this Agreement, and

19.1.3. All financial and supply arrangements for Office Automation Solutions have been mutually agreed upon between the Service Provider and the third party.

19.2 Where the Service Provider has obtained funding to procure Office Automation Solutions from a third party to lease to Participants of this Agreement-:

19.2.1. The Service Provider is the cedent and the Finance Service Provider is the cessionary whereas the cessionary serves purely as capital funder or financier with cession being limited to the monthly lease payments as detailed in Schedule(s), herein further, all stipulated performance requirements, warranties and services undertakings as set out in this Agreement and all accompanying Annexures remain unceded and solely part of the agreed undertakings by the Service Provider.

19.2.2. The Service Provider remains the Service Provider that continues to supply the Office Automation Solution as per this Agreement, the Service Provider may cede (transfer) its right to be paid for the delivered, installed, and commissioned Office Automation Solution in terms of this Agreement to a third party. This means that the Service Provider delivered, installed, and commissioned the Office Automation Solution to a Participant, while the Participant pays for the monthly leasing of the Office Automation Solution rendered to a third party instead, most commonly, a Financial Service Provider or its Asset Financier Partner.

19.2.3. The application of cession on this Agreement is limited only in favor of registered Financial Services Providers or their Asset Financier Partners and state institutions established for the express purpose of providing funding to businesses and entities (State Institution).

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19.3. Neither Party shall assign any of its obligations in whole or in part in terms of this Agreement. Neither Party shall cede any of its rights under this Agreement in whole or in part.

19.4. Nothing in this Agreement shall be construed as creating a partnership or employment 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.

19.5. The Parties shall at all times owe each other a duty of good faith and shall, in all dealings with each other and in respect of the Services act according to such standard.

20. GENERAL TERMS AND CONDITIONS

20.1 Entire Agreement

This Agreement together with its Annexures constitutes the whole Agreement between the Parties and no term or condition relating to the subject-matter of this Agreement not incorporated in this Agreement shall be binding on any of the Parties. This Agreement supersedes all and any agreements between the Parties on the subject matter.

20.2 Governing Law

This Agreement will be governed by, and construed in accordance with, the laws of the RSA and all disputes, actions and other matters relating thereto will be determined in accordance with such laws.

20.3 Severability

Any term of this Agreement held to be invalid or unenforceable, shall be severable from this Agreement and becomes pro non script.

20.4 Survival

Notwithstanding termination of this Agreement, any clause which, from the context, contemplates on-going rights and obligations of the Parties, shall survive such termination, and continue to be of full force and effect.

20.5 Indulgence

Any failure or delay by either Party in exercising any right or remedy will not constitute a waiver of such right or remedy.

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20.6 **Good Faith**

Each Party to this Agreement agrees that it has negotiated and concluded this Agreement in good faith.

20.7 **Jurisdiction**

The only law governing the interpretation and application of this Agreement shall be the laws of Republic of South Africa, and the parties hereby accept the jurisdiction of a competent court in respect of all matters and or disputes arising from this Agreement.

21. NOTICES AND DOMICILIUM

21.1. The Parties choose as their *domicilia citandi et executandi* for all notices, correspondence, and all purposes pursuant to this Agreement the following addresses:

(a) For the Customer

Physical address	Postal Address
Corner 240 Madiba and Thabo Sehume Streets Pretoria CBD 0001	Private Bag X 116 Pretoria 0001

(b) For the Service Provider

Physical address	Postal Address
35 MODULUS ROAD ORMONDE THETA EXTENSION 5 JOHANNESBURG 2091	PO BOX 2134 SOUTHDALE JOHANNESBURG 2135

21.2. Any Party may change its *domicilium citandi et executandi* by means of a written notice to the other Party, provided that such *domicilium* shall be an address within the Republic of South Africa.

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21.3. Any notice in terms of this Agreement shall either be:

21.3.1. Delivered by hand to the physical address indicated in clause 21.1 above during normal business hours of the recipient; or

21.3.2. Sent by prepaid registered post to the postal address indicated in clause 21.1 above.

21.4. A notice in terms of this Agreement shall, unless the contrary is proven, be considered to be duly delivered:

21.4.1. On the date of delivery, if delivered by hand; or

21.4.2. 7 (Seven) business days after the date it was posted, if sent by prepaid registered post.

21.5. Notwithstanding anything to the contrary contained or implied in the Agreement, the written notice or communication actually received by either Party, through the Parties' designated representatives in terms of this Agreement, including by way of facsimile transmission or e-mail, shall be adequate written notice or communication to the Party concerned.

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EXECUTION / SIGNATURES

IN WITNESS WHEREOF the Parties have executed this Agreement on the date of last signature herein under:

- **FOR THE CUSTOMER**

SIGNED AT Pretoria on this the 27 day of September 2022

Signature ____________________

Name Mothuashi Moiro Designation Acting Chief Director
(Duly authorised thereto)

Witness:
1. Kwanele Mtembu ____________________
Name & Surname Signature

2. Brenda Mashifane ____________________
Name & Surname Signature

- **FOR THE SERVICE PROVIDER**

SIGNED AT Johannesburg on this the 7th day of October 2022

Signature ____________________

Name MARC PILLAY & LYNNE AFRICA Designation CEO & CFO
(Duly authorised thereto)

Witness:
3. Ivone Domingues ____________________
Name & Surname Signature

4. Roxanne Hawker ____________________
Name & Surname Signature

DocuSign Envelope ID: BB0606A5-E2D3-431D-9380-3A0A68B04797

BIDVEST OFFICE PROPRIETARY LIMITED
Registration Number: 1997/010942/07
("the Company")

RESOLUTION OF THE BOARD OF DIRECTORS PASSED AT JOHANNESBURG ON OCTOBER 26, 2021

IT IS RECORDED THAT this resolution may be signed in counterparts, with all counterparts together constituting one original resolution.

NATIONAL TREASURY – RT3 TENDER
SUPPLY, DELIVERY, INSTALLATION, COMMISSION AND MAINTENANCE OF OFFICE AUTOMATION SOLUTIONS TO THE STATE FOR THE PERIOD APRIL 01, 2022 TO MARCH 31, 2026

IT WAS RESOLVED THAT:

1. Konica Minolta South Africa ("KMSA"), a division of the Company, submit a proposal to National Treasury, in response to the above tender.
2. **Lynne Africa** and **Marc Stanley Pillay** in their capacities as Authorised Signatories, be and are hereby authorised to sign all documents relating to the above tender, for and on behalf of KMSA, a division of the Company.
3. This resolution shall be effective from date of passing, notwithstanding date of signature hereof.

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DocuSigned by:
Akona Ngcuka
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DocuSigned by:
KB Wakeford
KB WAKEFORD