

AGREEMENT

Entered into by and between:

International Frontier Technologies SOC Ltd

Company Registration No: 2009/007987/30

(***Interfront***)

and

Company Registration No: _____

(***Contractor***)

(Collectively referred to as the "**Parties**")

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Initial: Contractor:

Initial: Operations Director Interfront:

1. INTERPRETATION

1.1. In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

1.1.1. "**Affiliates**" means with respect to any entity, any other entity that Controls, is Controlled by, or is under the common Control with such entity.

1.1.2. "**Agreement**" means this agreement, including the Annexures and all Work Orders executed under this Agreement.

1.1.3. "**Annexure**" means an annexure to this Agreement.

1.1.4. "**Control**" means the ability, by virtue of ownership, right of appointment, right to election or appointment, voting rights, the ability to control the exercise of voting rights, management agreement, or agreement of any kind, to control or direct, directly or indirectly, the board or executive body or decision-making process or management of such entity.

1.1.5. "**Contractor**" means (Service Provider Name), registration number _____ a company registered in accordance with the laws of the Republic of South Africa.

1.1.6. "**Applicable Law**" means all applicable laws, regulations, by-laws, rules, directives, orders and other requirements of any government or any government agency, body or authority, including any regulator or court.

- 1.1.7. **"Commercially Reasonable Efforts"** means taking such steps, and otherwise performing in such a manner, as a well-managed organisation would undertake where such organisation was acting in a determined, prudent, and reasonable manner to achieve the particular result for its own benefit provided always that such steps are within the reasonable control of the Party.
- 1.1.8. **"Confidential Information"** means in relation to a party, any information of a confidential or commercially sensitive nature, howsoever obtained or received and whether or not marked confidential, including any technical, commercial, financial or scientific information, know how, trade secrets, processes, marketing and business information, customer and supplier information, pricing information and/or any other information or Materials of whatever description or nature proprietary to that party, whether in written, oral, magnetic, or machine-readable or other format.
- 1.1.9. **"Deliverable"** means all deliverables and all Materials developed, or required to be developed, directly or indirectly by, or on behalf of the Contractor during the course of, pursuant to, and/or arising from this Agreement (including as set out in an applicable Work Order) or the performance of the Services or any activities or obligations related to this Agreement.
- 1.1.10. **"Destructive Code"** means any unauthorised software, computer code, access or routines which is designed to disrupt, disable, harm or otherwise impede in any manner, data and operations including the operations of any software, firmware, hardware and peripherals, wide area network, or local area network (including elements generally referred to as "viruses", "Trojan-horses", worms", "time-bombs", "drop dead", "traps", "access codes", "back doors" or "trap door" devices).

- 1.1.11. **"Effective Date"** means 1 September 2023.
- 1.1.12. **"Good Industry Practice"** means, in relation to an obligation, undertaking, activity or a service, the exercise of the degree of skill, speed, care, diligence, judgment, prudence and foresight and the use of practices, controls, systems, technologies and processes, which would be expected from a skilled, experienced and market leading service provider that is an expert in performing the same or similar obligation, undertaking, activity or service and utilising and applying skilled resources with the requisite level of expertise.
- 1.1.13. **"Infrastructure"** means information technology and telecommunications infrastructure and systems, including computer and telecommunications networks, equipment, hardware, software, middleware, firmware, data, databases, peripherals, terminals and components.
- 1.1.14. **"Intellectual Property Rights"** shall include but are not limited to, trademarks, service marks, trade names, domain names, designs, patents, petty patents, utility models and like rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing, copyright (including, without limitation, rights in computer software and data bases, and moral rights), rights in inventions, designs, know-how, confidential information, trade secrets, other intellectual property rights and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist in any country in the world.
- 1.1.15. **"Interfront"** means International Frontier Technologies SOC Limited, with registration number 2009/007987/30, a state-owned company incorporated under the laws of the Republic of South Africa.

- 1.1.16. **"Interfront Data"** means all information that at any time during the Term was or is in Interfront's possession and which may constitute Confidential Information of Interfront.
- 1.1.17. **"Interfront Materials"** means any and all (i) Materials that are owned or acquired by Interfront; and (ii) Materials that are licensed by a third party to Interfront; and (iii) Materials that are provided or made available to the Contractor or Contractor personnel by or on behalf of Interfront; and (iv) the Deliverables. The Interfront Materials shall include the Interfront Data and the Confidential Information of Interfront.
- 1.1.18. **"Interfront Resources"** means the Interfront Materials and Infrastructure which Interfront agrees to provide as listed in a Work Order.
- 1.1.19. **"Materials"** means all products, goods, software, software documentation, documentation, literature, materials, tools, data, information, databases, modules, components, compilations of data, methodologies, processes, policies, procedures, techniques, models, configurations, protocols, routines, interfaces (including Application Program Interfaces (APIs)), reports, plans, notes, files, diagrams, manuals, templates, schematics, correspondence, designs, circuit designs, algorithms, specifications, records, equipment, hardware, servers, computers, platforms, computer code, derivative works, and works of authorship, and irrespective of the form and format of the foregoing and whether tangible or intangible.
- 1.1.20. **"Personnel Rates"** means the labour rates by skill set as set out in Annexure D hereto, used to determine the Contractor's charges for Services performed pursuant to this Agreement or the applicable Work Order to determine the number of hours chargeable on a time and

materials basis, which shall exclude vacation time, sick leave, travel time, unexcused absences and administrative time.

- 1.1.21. "**SARS**" means the South African Revenue Service, an organ of State established in terms of the South African Revenue Services Act 34 of 1997 as amended.
- 1.1.22. "**Services**" means the services, work, obligations and activities performed or required to be performed pursuant to this Agreement, including the services, work, obligations and activities as set out in **Annexure A** to this Agreement.
- 1.1.23. "**Signature Date**" means the date of signature of this Agreement by the Party last signing.
- 1.1.24. "**Work Order**" means a work order in the form of **Annexure B** (Form of Work Order) describing in writing the details of the work to be performed under this Agreement, including the anticipated parameters and scope of the Services including the project phase or project phase(s), the Deliverables to be provided by the Contractor as part of the Services, the expected charges and the timeline for the completion of the Services including the timeline for the completion of each Deliverable.

1.2. In this Agreement –

- 1.2.1. clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation;
- 1.2.2. an expression which denotes –
- (a) any gender includes the other genders;
 - (b) a natural person includes a juristic person and *vice versa*;

- (c) the singular includes the plural and *vice versa*;
- (d) a Party includes a reference to that Party's successors in title and assigns allowed at law; and
- (e) a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last mentioned clauses.

1.3 Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this **clause 1** or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.

1.4 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.

1.5 Unless otherwise provided, defined terms appearing in this Agreement in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.

1.6 A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.

1.7 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.

1.8 No provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a Party to this Agreement.

1.9 Any reference in this Agreement to "**this Agreement**" or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time.

1.10 In this Agreement the words "**clause**" or "**clauses**" refer to clauses of this Agreement.

2. BACKGROUND

2.1 Interfront and SARS entered into a Master Services Agreement ("**MSA**") in terms of which SARS appointed Interfront *inter alia* to perform software development and implementation services, support and maintenance and such other services in relation to certain customs management system software.

2.2 Pursuant to the MSA, Interfront is required, from time to time and pursuant to Work Orders concluded under the MSA to provide various services and deliverables to SARS ("**Projects**").

2.3 From time to time, Interfront acknowledges that it will not have the requisite resources available to deliver the Projects itself.

2.4 Against this background, Interfront wishes to appoint the Contractor to assist it in delivering the Projects to SARS, on the terms and conditions of this Agreement.

3. APPOINTMENT AND ENGAGEMENT

- 3.1 Interfront hereby appoints the Contractor to provide the Services on the terms and conditions of this Agreement, which appointment the Contractor accepts.
- 3.2 The Contractor shall provide the Services set out in a Work Order, which shall be in the form set out in **Annexure B**. The Services shall also be subject to the provisions of **Annexure A**, at the rates agreed to and set out in **Annexure D**.
- 3.3 Interfront does not guarantee that the Contractor will receive work during their appointment term. The Contractor will be used on an *ad-hoc* basis as when their services are required by Interfront based on a competitive process (i.e. cost, skills and financial capability) for a service request.

4. INDEPENDENT CONTRACTOR

- 4.1 The Parties agree that the Contractor is an independent contractor and that no employment relationship will come into existence between Interfront and the Contractor and/or any of the Contractor's personnel.
- 4.2 Neither the Contractor, nor any of its personnel, shall be considered an agent of Interfront and shall not hold itself or themselves out to be an agent of Interfront, save as may be expressly authorised by Interfront in writing from time to time.
- 4.3 Neither the Contractor nor any of its personnel shall have authority to act or purport to act as agent for Interfront and shall not pledge the credit of Interfront nor incur any debts, liabilities or obligations on behalf of Interfront, save as may be expressly authorised by Interfront in writing from time to time.
- 4.4 The parties agree that the Contractor will provide the Services in accordance with the provisions of this Agreement only through the person/s as approved by Interfront having the necessary skills set as required by the project at the time.

Work provided by other Contractor personnel will require written approval from the Interfront Representative before they are engaged in work assignments.

- 4.5 Should Interfront find that the person/s approved by Interfront, based on the representation made by the Contractor, does not have the required skills set or expertise then and in such event the Contractor shall replace such person/s until Interfront's requirements are met. The replacement of a person/s by the Contractor as aforesaid shall be for the Contractor's account.

5. COMMENCEMENT AND DURATION

- 5.1 This Agreement shall commence on the Effective Date and will be annually renewable on the anniversary of the Effective Date. The annual renewal shall be subject to written confirmation by Interfront giving the Contractor not less than 90 (ninety) calendar days' notice of its intention to renew the contract, unless terminated as provided for in **clause 19** hereof.

- 5.2 This Agreement and any subsequent renewal thereof shall terminate, subject to the provisions of **clause 5.1** on **31 August 2028 ("Termination Date")**.

- 5.3 The parties agree that the Contractor will provide the Services in accordance with the provisions of this Agreement only through the person/s as approved by Interfront having the necessary skills set as required by the project at the time. Work provided by other Contractor personnel will require written approval from the Interfront Representative before they are engaged in work assignments.

- 5.4 Each Work Order shall commence on the date set forth in the applicable Work Order and continue until the Services and Deliverables under the Work Order is completed to the satisfaction of and accepted by Interfront, unless the Work Order is terminated earlier in accordance with **clause 19**.

6. STRUCTURE OF THIS AGREEMENT

- 6.1 This Agreement consist of these terms and conditions herein and Annexures. No Services shall be provided under this Agreement, rather Services shall be provided under a Work Order signed by both of the Parties, in the form set out in **Annexure B**. Each Work Order, shall however be subject to the terms and conditions of this Agreement, which terms and conditions shall govern the provision of the Services under the Work Orders.
- 6.2 In the event of a conflict between the provisions of this Agreement and the provisions of a Work Order, the provisions of the Work Order shall prevail, but only to the extent of such conflict or inconsistency.
- 6.3 The Parties specifically acknowledge and agree that structure described in **clause 6.1** is intended solely to enable the Parties to proceed in an interactive fashion as Interfront's funding allows and based on Interfront's assessment of its needs.

7. CONTRACTOR'S DUTIES

- 7.1 The Contractor shall provide the Services specified in **Annexure A** and the applicable Work Order.
- 7.2 Any change in the Contractor's duties will be recorded in writing in such format as Interfront may deem fit and agreed to by the Contractor.
- 7.3 In particular, the Contractor shall:
- 7.3.1 be responsible for procuring and providing Infrastructure, personnel, the facilities necessary, appropriate or required to promptly and efficiently perform the Services and provide the Deliverables in accordance with the requirements of this Agreement and the applicable Work Order or written instructions provided by Interfront,

- 7.3.2 use Interfront's Resources in an efficient manner and shall not use Interfront's Resources for any purpose other than providing the Services to Interfront;
- 7.3.3 ensure that all its personnel comply with all policies and procedures governing access to and use of Interfront's Resources and facilities, as communicated by Interfront from time to time;
- 7.3.4 where Interfront requests that the Contractor modify, plan, design, develop and/or implement Deliverables and Interfront believes that the work is of a high priority the Contractor shall use Commercially Reasonable Efforts to make available the additional resources to Interfront's needs;
- 7.3.5 provide the Services in accordance with Good Industry Practice;
- 7.3.6 use the Interfront Materials entrusted to it, if any, with the utmost care;
- 7.3.7 not copy any of Interfront Materials for either personal or any other use and the Contractor shall hereby indemnify Interfront against any claim against it by any supplier of software for the unlawful use by the Contractor or its personnel of any software owned by or licensed to Interfront;
- 7.3.8 act in good faith towards Interfront in all dealings and transactions whatsoever relating to Interfront's business and interests;
- 7.3.9 ensure that the Services carried out by the Contractor or the Contractor's personnel are carried out in an efficient, cost-effective and professional manner and to the standards required by Interfront;
- 7.3.10 not disclose Interfront's Confidential Information to any third party;

7.3.11 ensure that all of the Contractor's personnel working on the Interfront account shall be required to execute the SARS Oath of Secrecy / Solemn Declaration within 5 (five) business days of signature of this Agreement to protect sensitive information acquired during the course of his or her duties in various projects; and

7.3.12 ensure provision is made for all software licensing requirements within their own operating environment to successfully meet Interfront requirements.

7.4 The Contractor shall ensure that its personnel, its Sub-Contractor/s and the Sub-Contractor/s employees, if any complies with the provisions of **clause 7.3** and its sub clauses.

8 CO-OPERATION WITH INTERFRONT AND INTERFRONT'S THIRD PARTY SERVICE PROVIDERS

If Interfront performs itself or hires one or more third party to perform some or all of the Services or any related services, the Contractor shall use Commercially Reasonable Efforts to co-operate and consult with such third parties and Interfront to enable the Contractor and the third parties to provide services to Interfront in a seamless a manner as is reasonably possible. Such co-operation shall include providing such information regarding the Services as Interfront and such third parties may reasonable request, including providing information of a technical nature.

9 INTELLECTUAL PROPERTY AND DATA

9.1 Interfront shall own all rights, title and interest, including all Intellectual Property Rights in and to the Interfront Materials.

- 9.2 To the extent that the Contractor or its Sub-Contractor/s should by operation of law or otherwise acquire any right, title or interest, including any Intellectual Property Rights, in or to any of the Interfront Materials (including the Deliverables), the Contractor or its Sub-Contractor hereby irrevocably assigns, cedes, transfers and makes over to Interfront all such right, title and interest, including any Intellectual Property Rights therein. The Contractor undertakes to procure that all its personnel and the personnel of its Sub-Contractor/s irrevocably assign, cede transfer and make over to Interfront all of the rights, title, and interests (including the Intellectual Property Rights) which the Contractor's or its Sub-Contractor's personnel may have or hold as at the Effective Date or at any time thereafter, in or to or related to the Interfront Materials (including the Deliverables), which assignment Interfront hereby accepts.
- 9.3 The Parties agree that Interfront will own all rights, title and interest in and to any Intellectual Property Rights of whatsoever nature arising out of the performance by the Contractor, its Sub-Contractor/s or its personnel or its Sub-Contractor/s personnel of its obligations in terms of this Agreement, including the Intellectual Property Rights in and to the Deliverables.
- 9.4 The Contractor shall execute such documents, render such assistance and take such other actions as Interfront may request, at Interfront's expense to give effect to the provisions of this **clause 9**.
- 9.5 The Contractor hereby designates and appoints Interfront as the Contractor's agent and grants Interfront its power of attorney *in rem suam*, which appointment is coupled with an interest to act for and on behalf of the Contractor and its Sub-Contractor/s, to sign, verify and file any such documents and to take all such actions as may be necessary for Interfront to perfect its rights of ownership over such Intellectual Property Rights.

Initial: Contractor:

Initial: Operations Director Interfront:

- 9.6 Interfront shall be entitled to cede, transfer and assign all such rights to any other person without limitation and without the prior written consent of the Contractor and its Sub-Contractor/s
- 9.7 Interfront and/or such other person, as the case may be, shall be entitled to dispose of any and all Intellectual Property Rights in its sole discretion, anywhere in the world, without the payment of any additional consideration to the Contractor and/or its Sub-Contractor/s.
- 9.8 Except as otherwise requested or approved by Interfront, as of the effective date of any expiration or termination of this Agreement, or upon Interfront's earlier request, the Contractor and its Sub-Contractor/s shall cease all use of the Interfront Materials and promptly return to Interfront all such Interfront Materials in a form reasonably acceptable to Interfront or if Interfront so elects, destroy all copies of such licensed Interfront Materials in the Contractor's possession or control and certify such destruction to Interfront.
- 9.9 Upon Interfront's written request the Contractor shall immediately return to Interfront, or destroy any Interfront Data. In addition, upon Interfront's request, the Contractor shall promptly furnish to Interfront a written certification to the effect that upon the return or destruction of the Interfront Data, no such data is in its possession or under its control either directly or indirectly.

10 **CONSIDERATION**

- 10.1 Unless otherwise agreed in writing, the Services required to be provided by the Contractor and paid for by Interfront shall be charged on a time and material basis. Time shall be charged at the Personnel Rates set forth in the applicable Work Order based on the rates as quoted and set out in **Annexure D** hereto, or as agreed to in writing between Interfront and the Contractor and Materials shall be charged at the Contractor's actual cost.

- 10.2 The Contractor's personnel shall keep contemporaneous records by completing individual, complete and accurate timesheets on the Interfront system reflecting hours worked and comprehensive details of activities performed during such hours and these time sheets shall be presented on a weekly basis to Interfront for approval.
- 10.3 All charges shall include VAT and the Contractor shall comply with all Interfront's requirements for invoicing VAT.
- 10.4 Utilisation of the Contractor's personnel will be on an *ad-hoc* basis, as determined by project plans.
- 10.5 Any incidental cell phone or local travel costs incurred by the Contractor's personnel shall be deemed to be included in the hourly Personnel Rate.
- 10.6 In the event that any of the Contractor's personnel are required to travel on behalf of Interfront, the Interfront travel policy shall be applicable, as communicated to the Contractor from time to time.

11 INVOICING AND PAYMENT

- 11.1 The Contractor shall invoice Interfront on a monthly basis unless agreed otherwise. Interfront shall pay all undisputed amounts owed to the Contractor within 30 (thirty) business days following receipt of an invoice provided that such invoices are accurate and meet the requirements of this Agreement.
- 11.2 Any payment made by Interfront shall not imply acceptance, or be deemed to constitute acceptance, by Interfront of the obligations, Services, Deliverables to which that payment relates (or any part thereof).
- 11.3 Interfront may withhold payment of any invoice which is not submitted in accordance with this Agreement or the applicable Work Order, or which covers or

relates to any Deliverables, Services or obligations which have not been provided in accordance with this Agreement or the applicable Work Order, or which details or relates to any amounts which Interfront disputes, in good faith, are payable.

12 TAXATION

12.1 The Contractor will be responsible to make all payments as it is required to do in terms of the Income Tax Act, 1962 ("Act") or in terms of any regulations or tables promulgated or published in terms of the Act.

12.2 Should it later be determined that the Contractor is regarded as a personal services provider as defined in the Act, Interfront shall be entitled to deduct such amounts from the consideration payable to the Contractor as it is required to do in terms of the Act or in terms of any regulations or tables promulgated or published in terms of the Act.

12.3 In the event that Interfront becomes obliged to make any additional payments in respect of the consideration paid to the Contractor, it shall be entitled to deduct, with immediate effect, the full amount from the consideration due to the Contractor.

12.4 The Contractor indemnifies Interfront, its Affiliates and Interfront Personnel against any cost, expense and/or liability incurred or sustained by Interfront as a result of the Contractor failing to comply with any of the provisions of the Act or any other applicable law or any income tax directive.

13 OBLIGATIONS OF INTERFRONT

13.1 Interfront shall:

13.1.1 timeously make available to the Contractor all relevant information and data at Interfront's disposal to, and reasonably required for, the rendering of Services;

13.1.2 authorise the Contractor to act on its behalf for such purposes as Interfront deems necessary for the provision of Services by the Contractor;

13.1.3 carry out mandatory vulnerability assessment of the Contractor and its Sub-Contractor/s infrastructure prior to commencement of the contract. Alternatively, a vulnerability assessment may be carried out by an independent body of the Contractor's choosing at the Contractor's expense, as agreed to by Interfront; and

13.1.4 nominate a person ("**Interfront Representative**") to represent it in Interfront's dealings with the Contractor.

13.2 Only the Interfront Representative shall be empowered to legally bind Interfront towards the Contractor.

13.3 For the time being, the Interfront Representative shall be _____. Interfront shall be entitled to change the identity of its representative from time to time and Interfront shall give the Contractor at least 24 (twenty-four) hours' written notice of such change.

14 STANDARD OF CARE

For the duration of this Agreement, the Contractor shall:

14.1 render the Services under this Agreement with due care and diligence, in accordance with Good Industry Practice;

14.2 assign sufficient resources to Interfront to perform the Services that have the required skills, experience and knowledge reasonably required to perform the Services;

- 14.3 exercise the skill required of a reasonable person in the same position of the Contractor in performing the work set out in this Agreement;
- 14.4 use its best endeavours to protect and promote the business of Interfront and preserve its reputation and goodwill;
- 14.5 act honestly and in good faith in relation to Interfront;
- 14.6 avoid any material conflict between its own interests and those of Interfront and in particular:
- 14.6.1 shall not derive any economic benefit to which the Contractor is not entitled by reason of its service to Interfront, from Interfront or from any other person in circumstances where that benefit is obtained in conflict with the interests of Interfront;
- 14.6.2 shall notify Interfront, at the earliest opportunity practical in the circumstances, of the nature and extent of any direct or indirect material interests which it may have in conflict with Interfront; and
- 14.6.3 shall not compete, directly or indirectly, in any way with Interfront in its business activities.
- 14.7 The Contractor shall ensure that its Sub-Contractor/s, its personnel, as well as the personnel of its Sub-Contractor/s comply with the provisions of this **clause 14**.

15 **DESTRUCTIVE CODE**

The Contractor shall use Commercially Reasonable Efforts to ensure that no Destructive Code is introduced into the Deliverables or Interfront's Infrastructure during the performance of any Services by the Contractor personnel or by its Sub-Contractor/s. In the event that a Destructive Code is introduced by the

Contractor's personnel or that of its Sub-Contractor/s, to the extent commercially reasonable, the Contractor shall at no additional charge, assist Interfront to reduce the effects of the Destructive Code and if the Destructive Code causes a loss of operational efficiency or loss of data, to mitigate and restore such losses.

16 OTHER WORK

The Contractor shall be entitled to perform other work for any other person or entity provided that such work does not result in conflict directly or indirectly with the duties owed by the Contractor to Interfront, or detract from the proper performance by the Contractor of the Services. Any consideration derived from such other work shall be for the benefit of the Contractor.

17 COMPLIANCE

17.1 TAX COMPLIANCE

The Contractor is required to have a tax compliant status on National Treasury Central Supplier Database (CSD) at the time of the award of the contract and for the duration of the Agreement.

17.1.1 Interfront reserves the right to review the Contractor's tax compliant status at regular intervals.

17.1.2 It is the responsibility of the Contractor to be tax compliant at all times failure to do so may lead to the termination of the Agreement or non-payment of invoices until the Contractor rectify its tax compliance status.

17.2 BBEE COMPLIANCE

The Contractor undertakes that as of the Signature Date it is in compliance with and throughout the Term it shall remain in compliance with, all applicable laws governing BBEE, including in particular:

- 17.2.1 compliance with criteria and codes published from time to time by Department of Trade and Industry with which suppliers to government departments of the Republic of South Africa, as they may change from time to time, are required to comply, and
- 17.2.2 the procurement rules and policies of Interfront relating to BBEE as communicated by Interfront to the Contractor from time to time.

17.3 CURRENT COMPLIANCE

Prior to the Effective Date, the Contractor provided Interfront certain information, regarding its BBEE status. The Contractor hereby represents and warrants that as of the Effective Date, such information is accurate and complete. For purposes of the first 12 (twelve) months of the Term, Interfront acknowledges and agrees that such information establishes compliance for purposes of **clause 17.3**.

18 INSURANCE AND RISK OF LOSS

18.1 INSURANCE

- 18.1.1 The Contractor shall comply with Interfront's reasonable requirements in regards to insurance as communicated to the Contractor from time to time. The Contractor shall do or omit nothing to impair or adversely affect any insurance policy taken out by Interfront and/or its client, whether or not such policy covers the Contractor.

18.1.2 Where so agreed, the Contractor shall on and after the Effective Date have and maintain in force, at its cost, adequate insurance coverage, including:

- (a) Commercial General Liability Insurance, affording cover in the amount as agreed; and
- (b) such additional insurance cover as Interfront may from time to time during the Term reasonably require the Contractor to obtain.

18.2 RISK OF LOSS

Each Party shall be responsible for risk of loss of and damage to, any hardware or other asset of the other in its possession or under its control.

19 TERMINATION AND BREACH

19.1 Should the Contractor fail to perform and/or comply with any provision contained in this Agreement and/or conditions contained in any Work Order, then and in such event Interfront may terminate this Agreement and any Work Order/s issued subject to the provisions of **clauses 19.2** and **19.3** below.

19.2 Interfront shall by written notice addressed to the Contractor notify it of the non-performance complained of, and the Contractor shall be provided with an opportunity to rectify the non-performance within 5 (five) business days from the date of the notice.

19.3 Failure by the Contractor to rectify the non-performance complained of within the 5 (five) business days as stated in **clause 19.2** will lead to the termination of his Agreement and any Work Order issued to the relevant Contractor hereunder. Interfront shall have no liability to the Contractor with respect to such termination,

other than for payment of the Contractor's charges for the Services actually and properly rendered prior to the effective date of such termination.

- 19.4 In the event that the MSA is terminated or any Project concluded pursuant to the MSA is terminated, Interfront reserves the right to terminate this Agreement or one or more Work Orders, in whole or in part, at any stage during the Term by giving the Contractor 1 (one) calendar month's prior written notice. Interfront shall have no liability to the Contractor with respect to such termination, other than for payment of the Contractor's charges for the Services actually and properly rendered prior to the effective date of such termination.
- 19.5 Notwithstanding the remaining provisions of this Agreement, Interfront shall also be entitled at any time to reduce the scope of any Services or deliverables to be provided by the Contractor pursuant to a Work Order.
- 19.6 Notwithstanding any provisions contained in this Agreement, if:
- 19.6.1 the Contractor, for any reason whatsoever, fails or is unable to perform any of the Services as specified herein and/or the Annexures attached to this Agreement and/or a Works Order; or
 - 19.6.2 the Contractor fails to observe the standard of care as specified in this Agreement; or
 - 19.6.3 the Contractor fails to achieve deadlines within any time frames agreed on with Interfront; or
 - 19.6.4 the Contractor becomes insolvent or compromises with its creditors; or
 - 19.6.5 undergoes a change of control other than by reason of a transfer from one shareholder of the Contractor as of the Effective Date to another shareholder as of such date; or

Initial: Contractor:

Initial: Operations Director Interfront:

- 19.6.6 the Contractor breaches in any other way the terms and conditions of this Agreement and fails to remedy that breach within 14 (fourteen) days of receipt of written notice from Interfront calling upon it to do so; or
- 19.6.7 if the Contractor is placed of the Register of Tender Defaulters or the List of Restricted Suppliers as maintained my National Treasury; or
- 19.6.8 there is a change in control of Interfront, Interfront is restructured in any manner, which includes voluntary liquidation, absorption by or transfer of assets and staff to SARS;

then Interfront shall be entitled, without prejudice to any other rights that it may have in law, to terminate this contract summarily and without notice and no further payments shall be due or payable to the Contractor in respect of the balance of the Term.

20 DISENGAGEMENT ASSISTANCE

- 20.1 Commencing 60 (sixty) Business Days prior to the expiration of this Agreement, or commencing upon any notice of termination (including notice of a termination by the Contractor), and continuing through the effective date of expiration (as such effective date may be extended in accordance with this Agreement), or, if applicable, through the effective date of termination (as such effective date may be extended in terms of this Agreement), and for up to 60 (sixty) Business Days after such date, the Contractor shall provide to Interfront, or at Interfront's request to Interfront's designee, such assistance as Interfront may reasonably request to facilitate the transition of the services to Interfront or its designee in as a seamless a manner as possible (**'Disengagement Assistance'**).

20.2 Without limiting the generality of the foregoing, the Contractor shall deliver to Interfront such information as Interfront may reasonably request (e.g. maintenance and training records, Documentation) on the date reasonably specified by Interfront. Assistance provided under this **clause 20** shall be on a time and materials basis charged at the Personnel Rates.

21 CONFIDENTIALITY

21.1 The Contractor undertakes that for the duration of this Agreement and after the expiration or earlier termination of this agreement for any reason, it will keep confidential all Confidential Information which Interfront from time to time communicates to it or any of its personnel or which comes to the knowledge of the Contractor as a consequence of the work to be performed by the Contractor in terms of this agreement and which is stated to be or by its nature is intended to be kept confidential.

21.2 If the Contractor is uncertain about whether information is to be treated as confidential in terms of **clause 21.1**, it shall be obliged to treat it as such until clearance is obtained, in writing, from Interfront.

21.3 For purposes of this Agreement, the expression "trade secrets and confidential information of Interfront" shall include, but shall not be limited to, the technical detail, programme content, techniques, know-how, methods of operating, costs, training courses and names of clients and/or potential clients with whom Interfront has not yet contracted but intends contracting for purposes of establishing business relationships to which the Contractor becomes privy during the Term.

21.4 The Parties agree that all trade and professional secrets and other secrets or confidential information or methods of work supplied by the one party to the other shall not be disclosed to any third party without the other party's written consent.

- 21.5 The Contractor shall not remove from Interfront's premises any documents or materials relating to Interfront's business without the written consent of Interfront.
- 21.6 Due to the nature of Interfront's projects the Contractor's personnel may have access to SARS's Confidential Information, however before granting any such access the Contractor's personnel must be vetted by SARS.
- 21.7 The provisions of this **clause 21** shall survive the termination or cancellation of this Agreement for any reason whatsoever.
- 21.8 The Contractor shall ensure that its employees comply with the provisions of this **clause 21**.
- 21.9 The provisions contained in this **clause 21** shall apply in all respects to the Contractor's Sub-Contractor/s and its employees.

22 INTERFRONT'S PROPERTY

- 22.1 The Contractor acknowledges that all documents and papers relating to the business or work of Interfront and prepared by the Contractor or by its Sub-Contractor/s or received by the Contractor or its Sub-Contractor/s in connection with, or by virtue of, the Contractor's rendering of Services, and all copies and summaries of such documents and papers, shall be the sole property of Interfront. Without limiting the foregoing but for the avoidance of any doubt all documents and papers shall also include any data, source code and tools provided by Interfront to the Contractor or its personnel remains the sole property of Interfront.
- 22.2 The Contractor shall promptly, whenever it is requested by Interfront, and in any event upon the termination of this Agreement, deliver to Interfront all lists of clients or customers, correspondence and all other documents, papers and records, which may have been prepared by the Contractor or by its Sub-Contractor/s or have come into its possession or under its control in the course of its fulfilling its

obligations in terms of this Agreement, neither the Contractor, nor its Sub-Contractor/s shall be entitled to retain any copies thereof, it being recorded that all rights, title, interest and copyright in and to any such lists, correspondence, documents, papers and records shall throughout the currency of this Agreement and thereafter subsist and continue to subsist in Interfront.

22.3 The Contractor shall ensure that the undertakings and acknowledgements set out in this **clause 22** shall be equally observed by any of the Contractor's personnel or those of its Sub-Contractor/s assigned to perform the work in terms of this agreement.

23. LIMITATION OF LIABILITY

23.1 To the fullest extent permitted by law and subject to **clauses 0** and **23.6**, notwithstanding the form (whether in contract, delict, or otherwise) in which any legal action may be brought, the Contractor's maximum liability under each Work Order, shall be limited the aggregate of the charges paid and payable to the Contractor by the Interfront pursuant to this Agreement and all Work Orders.

23.2 The limitations and exclusions of the Contractor's liability in **clauses 23.1** and **23.5** shall not apply to:

23.2.1 any indemnity given by the Contractor in this Agreement; or

23.2.2 any breach by the Contractor of its confidentiality obligations in this Agreement; or

23.2.3 any breach by the Contractor of its obligations in **clause 9** (intellectual property and data).

23.3 To the fullest extent permitted by law and subject to **clauses 23.5** and **23.6**:

- 23.3.1 notwithstanding the form (whether in contract, delict, or otherwise) in which any claim may be brought, the cumulative maximum liability of Interfront to the Contractor for all claims of whatsoever nature and however arising (including negligence) shall, subject to **clause 23.3.2**, in the aggregate be limited to an amount not exceeding the total value of the charges paid to the Contractor by Interfront pursuant to this Agreement;
- 23.3.2 notwithstanding the form (whether in contract, delict, or otherwise) in which any claim may be brought, the cumulative maximum liability of Interfront to the Contractor for all claims of whatsoever nature and however arising (including negligence) relating to a Work Order, shall in the aggregate be limited to the total value of the charges paid to the Contractor by Interfront pursuant to the Work Order.
- 23.4 To the fullest extent permitted by law and subject to **clauses 23.3** and **23.6**, in no event will either Party be liable for:
- 23.4.1 any loss of profits, loss of revenue or savings, loss of goodwill, or loss of business opportunities, whether direct or indirect; or
- 23.4.2 any indirect, incidental, special, punitive, exemplary or consequential losses of any kind.
- 23.5 Nothing in this Agreement or a Work Order shall limit or exclude the liability of the Parties for any matter to the extent to which such liability cannot be lawfully excluded or limited.
- 23.6 Nothing in this **clause 0** will be taken as in any way reducing or affecting a general duty to mitigate loss suffered by a Party.

24. INDEMNITY

The Contractor hereby indemnifies and holds Interfront and its Affiliates ("**Indemnified Parties**") harmless against all loss, damage, costs and/or expenses which the Indemnified Parties may suffer or incur and any and all claims which may be brought against the Indemnified Parties by any third party in respect of any loss, liability, damage, costs and/or expenses of any nature whatsoever as a consequence of or which may arise from or is attributable to any wilful or negligent acts or omissions on the part of the Contractor or any of its personnel.

25 DISPUTE RESOLUTION

25.1 GENERALLY

Any dispute between the Parties arising out of or relating to this Agreement, including with respect to the interpretation of any provision of this Agreement and with respect to the performance by the Contractor or Interfront, shall be finally settled as provided in this **clause 25**.

25.2 INFORMAL DISPUTE RESOLUTION

25.2.1 Prior to the initiation of formal dispute resolution procedures, the Parties shall first attempt to resolve their dispute informally in accordance with the procedure set forth in this **clause 25.2**.

25.2.2 Upon the written request of a Party, any dispute, which arises between the Parties, shall be referred to a joint committee of Interfront and the Contractor. The joint committee shall meet as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue that the Parties believe to be appropriate and germane in connection with its resolution.

25.2.3 The joint committee shall discuss the problem and attempt to resolve the dispute without the necessity of any formal proceeding. During the course of discussion, all reasonable requests made by one Party to another for non-privileged information, reasonably related to this Agreement, shall be honoured in order that each of the Parties may be fully advised of the other Party's position. The specific format for the discussions shall be left to the discretion of the committee.

25.2.4 Formal proceedings for the resolution of a dispute may not be commenced until the earlier of: (i) the joint committee concludes in good faith that amicable resolution through continued negotiation of the matter does not appear likely; or (ii) 10 (ten) Business Days after the initial written request for Informal Dispute Resolution pursuant to **clause 25.2.2** (this period shall be deemed to run notwithstanding any claim that the process described in this **clause 25.2** was not followed or completed).

This **clause 25.2** shall not preclude either Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending completion of the process contemplated in this **clause 25.2**.

25.3 FORMAL DISPUTE RESOLUTION

25.3.1 Any dispute of whatsoever nature which arises out of or in connection with this Agreement, including any dispute as to the validity, existence, enforceability, interpretation, application, implementation, breach, termination or cancellation of this Agreement or as to the Parties' rights and/or obligations in terms of this Agreement or in connection with any documents furnished by the Parties in terms of this Agreement, which is not resolved in the manner referred to in **clause 25.2**, shall be submitted to binding arbitration before a single arbitrator in terms of this **clause 25.3** and, except as otherwise provided herein, the rules for the

time being as stipulated by the Arbitration Foundation of Southern Africa ('AFSA').

25.3.2 This **clause 25.3** shall not preclude either Party from obtaining urgent or interim relief on an urgent basis from a court of competent jurisdiction or any other competent organs of state created for the specific purpose of regulating the business or industry activities in which the Parties are engaged.

25.3.3 The arbitrator shall, if the dispute is:

- (a) primarily an accounting matter, be an independent practising accountant of not less than 10 (ten) years' standing as such; or
- (b) primarily a technical matter, be an independent technical expert with at least 10 (ten) years' experience in technology; or
- (c) primarily a legal matter, be an attorney of not less than 10 (ten) years' standing as such or a practising senior counsel.

25.3.4 Such arbitrator shall be agreed upon in writing by the Parties; provided that if the Parties do not, within 3 (three) Business Days after the date on which the arbitration is demanded, agree in writing as to the nature of the dispute and the identity of the arbitrator, the arbitrator shall, irrespective of the nature of the dispute, be appointed by the Chairman of AFSA or its successor-in-title upon request by either Party to make such appointment after expiry of such 3 (three) Business Days.

- 25.3.5 The arbitration shall be held as quickly as possible after it is demanded with a view to its being completed within 20 (twenty) Business Days after it has been so demanded.
- 25.3.6 Promptly after the arbitrator has been appointed, either Party shall be entitled to call upon the arbitrator to fix a date when and where the arbitration proceedings shall be held and to settle the procedure and manner in which the arbitration proceedings shall be held. The arbitration proceedings shall be held in Cape Town, Republic of South Africa.
- 25.3.7 The Parties shall direct the arbitrator to allocate the costs of the arbitration in the manner the arbitrator deems appropriate.
- 25.3.8 Any order or award that may be made by the arbitrator:
- (a) absent manifest error, shall be final and binding;
 - (b) shall be carried into effect; and
 - (c) may be made an order of any competent court.
- 25.3.9 This **clause 25.3** constitutes an irrevocable consent by the Parties to any proceedings in terms hereof.
- 25.3.10 To the extent that under the terms of this **clause 25.3**, a Party is entitled to resort to the High Court of South Africa, each of the Parties hereby irrevocably submits to the jurisdiction of the Cape of Good Hope Division of the High Court of South Africa for the institution and hearing of any legal proceedings permitted under this **clause 25.3**.

26 CONTINUED PERFORMANCE

Subject to Interfront's right to withhold payment of amounts it disputes in good faith and to terminate the Agreement or any Work Order, each Party agrees to continue performing its obligations under this Agreement while any dispute is being resolved.

27 NON-SOLICITATION

If, during the Term, and for a period of 1 (one) year thereafter, a Party (the 'New Employer') hires (whether directly or indirectly and in whatsoever capacity) an employee of the other (the 'Old Employer') who is involved in the provision, acquisition and support of the Services, the New Employer shall pay to the other Party an amount equal to the product of the employee's actual monthly salary multiplied by 3 (three). This provision shall not apply to a hiring with the written consent of the Old Employer, which Old Employer may give or withhold in its sole discretion.

28. DECLARATION I.T.O THE PROTECTION OF PERSONAL INFORMATION ACT (PoPIA Act)

28.1 Personal Information shall have the meaning defined in the PoPIA Act and shall specifically refer to all personal information forwarded to Interfront by the Contractor.

28.2 According to PoPIA Act terminology, Interfront acts as the Operator and you as the Contractor as the Responsible Party.

28.3 Interfront as the Operator undertakes to treat personal data as confidential information and shall only process personal information with the knowledge and authorisation of the data subject.

- 28.4 The Contractor is solely responsible for disclosing to the Data Subject that Interfront will be receiving and processing their personal data, as well as the purpose of such processing.
- 28.5 The Contractor affirms that it is and will continue to comply with all applicable laws governing the privacy, use and protection of personal data supplied to Interfront.
- 28.6 The Contractor affirms that it obtained all necessary rights and consent under applicable laws to disclose to, or allow Interfront to collect, use, retain and disclose any Personal Data that you provided to Interfront or authorised Interfront to collect.
- 28.7 Interfront affirms that it has implemented security and privacy concepts into the day-to-day operations of our business to keep personal information secure and to protect it against unauthorised or unlawful processing, accidental loss and unauthorised access.
- 28.8 Interfront shall take commercially reasonable steps to prevent any unauthorised person from accessing the facilities for the processing of the Data Subject's Personal Information and to prevent any unauthorised amendment or deletion of the recorded data.
- 28.9 If Interfront becomes aware of an unauthorised acquisition, disclosure or loss of the Data Subject's Personal Information, Interfront will notify the Contractor, providing you with sufficient information regarding the unauthorised acquisition, disclosure or loss to assist in mitigating any negative impact on the Data Subject.

29. GENERAL

- 29.1 Nothing in this agreement shall be deemed to constitute a partnership between the parties or constitute any party of any other party for any purpose.
- 29.2 This document contains the entire agreement between the parties with regards to the matter dealt with herein, however all contracts concluded by and between

Interfront and any service provider is subject to the General Conditions of Contract as published by National Treasury of the Republic of South Africa. In the event of any conflict between the provisions contained herein and the General Conditions of Contract, the provisions as contained in the General Conditions of Contract shall prevail. Kindly familiarise yourself with these provisions at www.treasury.gov.za.

- 29.3 No latitude, relaxation, indulgence or extension of time which may be allowed to the Contractor or any of its employees by Interfront in respect of any performance breach or any other matter in terms of this contract shall in any circumstances be deemed a waiver by Interfront of its rights.
- 29.4 No variation, addition to or cancellation of this agreement and or waiver of any right in terms thereof shall be of any force and effect unless reduced to writing and signed by or on behalf of both parties to this agreement.
- 29.5 This Agreement shall, for all purposes be construed and governed by the laws of the Republic of South Africa.

Initial: Contractor:

Initial: Operations Director Interfront:

30. SIGNATURE

Signed on behalf of the Parties, each signatory hereto warranting that he/she has due authority to do so.

SIGNED BY THE **CONTRACTOR** ON THIS THE _____ DAY OF _____ 2023.

AS WITNESSES FOR THE CONTRACTOR:

1. _____

Name and Surname of Contractor Representative

2. _____

Signature of Contractor Representative duly authorised thereto.

SIGNED BY **INTERFRONT** ON THIS THE _____ DAY OF _____ 2023.

AS WITNESSES FOR INTERFRONT:

1. _____

Operations Director:

2. _____

Financial Director:

Managing Director:

Initial: Contractor:

Initial: Operations Director Interfront:

Annexure A: WOW_OPS_TDMP_v1.1_Interfront Delivery Context for Sub-Contractors

Requirements are detailed in the Interfront document:

WOW_OPS_TDMP_v1.1_Interfront Delivery Context for Sub-Contractors (865744-6), as amended or updated from time to time

Annexure B: Form of Work Order

THIS WORK ORDER NO. _____ dated as of [_____] (the ‘**Work Order Commencement Date**’) is being executed pursuant to the Agreement between Interfront and Contractor dated as of [_____] (“the **Agreement**”), the terms of which are incorporated herein by reference (the ‘**Work Order**’). Capitalized terms used but not defined herein shall have the meanings given to them under **clause 1** of the Agreement.

I. DESCRIPTION OF THE SERVICES

[Note to the Parties: Please insert a description of the Services under this Work Order. Identify Contractor resources, hardware to be provided by Contractor and Third Party software to be provided by Contractor.]

II. DELIVERABLES AND TIMELINE

A. Contractor shall procure, modify, plan, design, develop and/or implement the Deliverables that are identified and described in **Table B-1**.

[Note to the Parties: In Table B-1, please identify each Deliverable and provide the other information required to complete such Table.]

Table B-1		
Name of Deliverable	Description	Key Milestones and Timeline

Initial: Contractor:

Initial: Operations Director Interfront:

- B. Contractor shall procure, modify, plan, design, develop and/or implement the Deliverables that are identified and described in **Table B-2** including those required in connection with the Deliverables under **clause 2.1** of this Work Order (e.g. project plans, functional specifications, technical specifications and Acceptance criteria).

[Note to the Parties: In Table B-2, please provide the other information to complete such Table.]

Table B-2		
Name of Deliverable	Description	Key Milestones and Timeline

III. CONTRACTOR CHARGES

Contractor’s Charges for Services under this Work Order shall be the Time and Materials charges under **clause A** of this Work Order.

- A. Time and materials charges shall be the time and materials charges for each Deliverable provided under this Work Order on a time and materials basis and shall be determined in accordance with the Agreement, subject to the maximum cumulative time and materials charges reflected in **Table B-3** below. Such maximum cumulative time and materials charges shall not be exceeded without the prior written approval of INTERFRONT, and INTERFRONT shall have no liability to the Contractor in respect of any amount by which such limit may be exceeded without such prior written approval.
- B. Contractor Personnel shall keep contemporaneous records showing their time spent working on the Services.

Initial: Contractor:

Initial: Operations Director Interfront:

C. Time and cost estimates for this work are detailed in **Table B-3**:

Table B-3				
Member	Role	Hours	Rate	Cost
Maximum cumulative time and materials charges not to be exceeded without Interfront's prior written approval				R

D. Travel and incidental expenses shall be determined in accordance with the Agreement.

IV. KEY POSITIONS

A. The key personnel are listed in **Table B-4**.

[Note to the Parties: In Table B-4, please identify key personnel and provide the other information required to complete such Table.]

Table B-4	
Position	Name of the Individual

Initial: Contractor:

Initial: Operations Director Interfront:

V. MEETINGS AND REPORTS

The Contractor and Interfront shall hold the meetings set forth in **Table B-5** to discuss progress and Contractor shall prepare and deliver to INTERFRONT the reports listed in **Table B-6** on the dates therefore set forth in such Table. **[Note to the Parties: In Table B-8, please list the meetings.]**

Table B-5	
Meetings	

Table B-6	
Report	Date

VI. INTELLECTUAL PROPERTY

All Intellectual Property Rights in the Deliverables, including as set forth in Table B-7 shall vest in Interfront:

Table B-10
Deliverable (Description)

Initial: Contractor:

Initial: Operations Director Interfront:

[Note to the Parties: In Table B-10, please list the Deliverables that vests in INTERFRONT.]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have caused this Work Order to be duly executed.

for **Contractor**

for **Contractor**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT

Initial: Contractor:

Initial: Operations Director Interfront:

Annexure C: Notices

1. The Parties select as their respective *domicilia citandi et executandi* the following physical addresses, and for the purposes of giving or sending any notice provided for or required under this Agreement, the said physical addresses as well as the following telefax numbers and email addresses where provided –

Interfront		
<u>Postal Address</u>	<u>Physical Address</u>	<u>Contact Details</u>
Postnet Suite #10 Private Bag X15 Somerset West 7129	3r Floor, St Andrews Building Somerset Links Office Park De Beers Avenue Somerset West	
Marked for the attention of:		
Contractor:		
<u>Postal Address</u>	<u>Physical Address</u>	<u>Contact Details</u>

provided that a Party may change its *domicilium* or its address for the purposes of notices to any other physical address or telefax number in the Republic of South Africa by written notice to the other Parties to that effect. Such change of address will be effective 5 (five) Business Days after receipt of the notice of the change.

Initial: Contractor:

Initial: Operations Director Interfront:

2. All notices to be given in terms of this Agreement will be given in writing and will –
 - 2.1 be delivered by hand or sent by telefax and by way of email;
 - 2.2 if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and
 - 2.3 if sent by telefax during business hours, be presumed to have been received on the date of successful transmission of the telefax. Any telefax sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.
3. Notwithstanding the above, any notice given in writing, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

Annexure D: Personnel Rates

Effective 1 September 2023 to 31 August 2024	
	Hourly Rate
Project Manager	
Software Architect	
Senior Developer	
Intermediate Developer	

Initial: Contractor:

Initial: Operations Director Interfront:

Software Test Analyst	
Software Tester	

The rates as quoted above includes VAT at 15%

The personnel rates as set out above is limited to an annual increase of CPI plus 2% on the anniversary of the Effective Date.

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Initial: Contractor:

Initial: Operations Director Interfront: