

SUBCONTRACTING AGREEMENT

entered into between

GLOBAL CORPORATION LLC

(hereafter referred to as "**GLOBAL**"),
a private company incorporated in accordance with the laws of the **United Arab Emirates**

and

Nulane Investments 204 Pty Ltd t/a
NULANE MANAGEMENT SERVICES

(hereafter referred to as the "**Company**"),
a Company incorporated in accordance with the laws of South Africa
Registration Number: 2008/020988/07

(individually or collectively, as the context may require, these parties shall be referred to as "**a Party**" or "**the Parties**".)

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1 DEFINITIONS

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

- 1.1 **"the/this Agreement"** means this agreement together with the annexures and SOWs hereto, as well as all amendments to any of these components executed by the Parties in accordance with clause 20.2;
- 1.2 **"Business Day"** means any day other than a Saturday, Sunday or official Public holiday in the Republic of South Africa;
- 1.3 **"Contract Value"** is the value of this Agreement as specified in annexure E;
- 1.4 **"Default"** means any failure by either Party to fulfil its obligations in terms of this Agreement;
- 1.5 **"Deliverable"** refers to anything tangible delivered pursuant to the Services under this Agreement;
- 1.6 **"the Effective Date"** means Nov 01, 2011 notwithstanding the signature date;
- 1.7 **"Personnel"** of a Party includes employees, directors, agents, consultants, contractors, subcontractors, professional advisers, or other representatives of the Party, while **"Employees"** of a Party is limited to employees (whether permanent or fixed-term) and directors of the Party;
- 1.8 **"Project"** means the project to be undertaken by Global in terms of and consequent upon the conclusion of this Agreement, and which shall include any services rendered under a SOW under this Agreement;
- 1.9 **"Proposal"** means the document which Global provided to the Company who in turn forwarded the same to the Client, which resulted in this Agreement being concluded;
- 1.10 **"RSA"** means the Republic of South Africa;
- 1.11 **"SA Labour Relations Act"** means the South African Labour Relations Act 66 of 1995, as amended;
- 1.12 **"SA Companies Act"** means the South African Companies' Act 71 of 2008, as amended;
- 1.13 **"SA VAT Act"** means the South African Value-Added Tax Act 89 of 1991, as amended;
- 1.14 **"Services"** means the services to be rendered by Global to the Client through the Company under this Agreement, which could include the production and delivery of Deliverables, as detailed in annexure D;
- 1.15 **"Tax Invoice"** means a document prepared in accordance with section 20 of the SA VAT Act;
- 1.16 **"VAT"** means value-added tax; and
- 1.17 **"ZAR"** means the South African Rand currency.

2 INTERPRETATION

- 2.1 References to this Agreement shall include the schedules and annexures to this Agreement, as well as any SOWs under this Agreement.
- 2.2 The table of contents, and the headings to the clauses in this Agreement are for convenient reference purposes only, shall not be used in the interpretation of this Agreement, and shall not limit or extend the language of

the clauses to which they refer.

- 2.3 Words and phrases defined in this Agreement shall also apply in the interpretation of the same words and phrases in annexures or schedules to this Agreement, save where specifically indicated to the contrary in such annexures or schedules.
- 2.4 Unless the context otherwise requires:
 - 2.4.1 The singular shall import and include the plural and vice versa;
 - 2.4.2 Words indicating a gender shall import and include other genders;
 - 2.4.3 Words indicating natural persons shall include juristic persons;
 - 2.4.4 The Gregorian calendar shall be the basis for any years, quarters, months or dates expressed in this Agreement; and
 - 2.4.5 References to clauses, schedules, parts and sections are, unless otherwise provided, references to clauses, schedules, parts and sections of this Agreement.
- 2.5 If any provision in a definition, including the defined words and expressions in clause 1 (and elsewhere in this Agreement or within an SOW), is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in a definition clause, effect shall be given to it as if it were a substantive provision of this Agreement.
- 2.6 The use of the word 'including' followed by a specific example or examples shall not be construed or interpreted as limiting the meaning of the general wording preceding it. The *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example or examples, and where general words follow particular and specific words, the general words must not be confined to the particular or specific words used in the context.
- 2.7 When any number of days is prescribed in this Agreement, same shall be reckoned inclusively of the first and exclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the immediately following Business Day. In the event that the day for payment of any amount due in terms of this Agreement should fall on a day which is not a Business Day, then the relevant date for payment shall be the following Business Day.
- 2.8 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

3 TERMS OF REFERENCE

- 3.1 The Company and the **Department of Economic Development, Tourism and Environmental Affairs, Free State Province, South Africa ("DETEA") ("the Client")** have entered into an agreement, dated Oct 5, 2011 (hereafter referred to as the **"Main Agreement"**) under which the Company has agreed to perform for the Client certain services described in the Main Agreement (**"the Project"**).
- 3.2 The Company wants to appoint Global to provide to or on behalf of the Company certain services defined in this Agreement (**"Services"**).
- 3.3 The Parties agree that the scope of this Agreement is to

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regulate the performance of Global related to the Services.
 3.4 All Services performed by Global to the Company will be in accordance with the agreed terms of reference for the Project as contained in this Agreement unless both Parties in writing agree upon a revision.

4 RELATIONSHIP OF THE PARTIES

4.1 The Parties hereto shall be deemed to be independent contractors, and the Personnel of one shall not be deemed to be Personnel of the other.
 4.2 Neither Party shall act as the agent of the other, and neither Party shall have the authority, or represent that it has the authority, to bind the other Party. In addition, neither Party shall have any fiduciary duty towards the other Party under this Agreement; nor shall this Agreement (or any component thereof) be construed as imposing upon either of the Parties any of the fiduciary duties of directors as specifically prescribed by the SA Companies Act.
 4.3 Nothing in this Agreement, or in any SOW, shall be construed as constituting a temporary employment service as contemplated in section 198 of the SA Labour Relations Act.
 4.4 Nothing in this Agreement, or in any SOW, shall be construed as creating a partnership or joint venture between the Parties, and neither Party shall have any authority to incur any liability on behalf of the other or to pledge the credit of the other Party, unless such has been expressly agreed between the Parties and recorded in writing.
 4.5 No person who is not a party to this Agreement shall have any rights under the Agreement to enforce any of its terms.
 4.6 The Parties acknowledge that separate agreements to this Agreement may exist between them, for different subject matters to that of this Agreement. Rights and obligations existing under such other agreements will not result in rights and obligations under this Agreement, and vice-versa. No Party shall be entitled to enforce its rights in such other agreements between any of the other Parties by withholding performance under this Agreement.
 4.7 The provisions of this clause 4 shall survive termination of this Agreement, and continue to bind the Parties.

5 PERSONNEL AND NON-SOLICITATION

5.1 Provision of Personnel:

5.1.1 The Parties will provide Personnel as specified in the Agreement, or as may be specified in a SOW.
 5.1.2 The Parties will each utilise such Personnel as is necessary to enable them to fulfil their respective obligations under this Agreement.
 5.1.3 The Parties will ensure that the Personnel which they utilise pursuant to this Agreement have the requisite skills and experience for the role which each such person will be required to perform under this Agreement.
 5.1.4 The Personnel of either Party may be unavailable for short periods of time for reasons including annual leave, internal meetings, and training. Each Party undertakes to minimise any disruption to the Services because of such circumstances.

5.2 Company Personnel:

5.2.1 The Company acknowledges that the provision of key Personnel by the Company, as specified in the Agreement and any SOWs, is critical to the Agreement. Such key Personnel will, to the Company's reasonable knowledge and belief:
 5.2.1.1 Be able to perform their role as required for this Agreement, and will remain so for the duration of their involvement in the Services under this Agreement; and
 5.2.1.2 Be available to render their components of the Services as described in this Agreement.
 5.2.2 If, notwithstanding this obligation, any of the Company's key Personnel are unavailable at any time, the Company may provide a reasonable substitute, provided the Parties agree that such a substitute is suitable for the intended position.
 5.2.3 If the Company is unable to provide a reasonable substitute member of Personnel, the Company is entitled to request Global to provide a person to fulfil the Company role. The provision of any substitute Personnel by Global, including the terms of such resource provision, and any related costs, are subject to prior agreement writing between the Parties. The Company acknowledges that the provision of additional or substitute key Personnel by Global is likely to result in additional costs and expenses, and would be subject to prior agreement between the Parties regarding timing and Personnel availability.
 5.2.4 The Company shall at all times be responsible for the performance of its Personnel under this Agreement, although for the purposes of this clause, the Personnel of Global is excluded from this obligation of the Company.
 5.2.5 Global shall not be liable to the Company for any delay or failure to render the Services either at all or in a timely manner, where such delay or failure is attributable to a breach by the Company resulting from non-fulfilment by the Company of its obligations under clause 5.2.

5.3 Global Personnel:

5.3.1 Global acknowledges that the provision of key off-shore Personnel by Global, as specified in the Agreement and any SOWs, is critical to the Agreement. Such key Personnel will, to the reasonable knowledge and belief of Global:
 5.3.1.1 Be able to perform their role as required for this Agreement, and will remain so for the duration of their involvement in the Services under this Agreement; and
 5.3.1.2 Be available to render their components of the Services as described in this Agreement.
 5.3.2 Global shall utilise suitably qualified and trained off-shore Personnel to render the Services to the Company in terms of this Agreement.
 5.3.3 Global shall be entitled, in consultation with the Company to allocate Personnel in accordance with the skills and knowledge required for the specific work to be performed, provided further that any exercise of such discretion shall not negatively impact upon the rendering of the Services by Global to the Company in terms of this Agreement.
 5.3.4 Global acknowledges the need for the continuity of resources on the Project. Global may however

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substitute Personnel at its discretion and will give reasonable notice to the Company of such substitution of senior Personnel, and will provide reasonable replacement Personnel of equivalent ability. Accordingly, where it is necessary for Global Personnel to be reassigned or removed from the rendering of the Services, and replaced, Global shall, where reasonable in the particular circumstances, ensure that an appropriate handover to the replacement member(s) of Personnel is effected with minimal disruption to the Company.

5.4 Project Managers:

- 5.4.1 Each Party shall nominate a manager or equivalent senior resource responsible for the execution of the Project ("**Project Manager**"), by way of a written notice to the other Party, who shall:
 - 5.4.1.1 Be available to consult with the Project Manager of the other Party on reasonable notice, on matters relating to the Project;
 - 5.4.1.2 Engage with the other Party to ensure that day-to-day decisions and approvals with respect to the Project are made timeously;
 - 5.4.1.3 Accept as a representative of the relevant Party any notices and correspondence from the other Party relating to the Project or the Agreement;
 - 5.4.1.4 Ensure the execution of any administrative or compliance-related matters under the Agreement for that Party; and
 - 5.4.1.5 Use commercially reasonable efforts to ensure the successful execution of the Project.
- 5.4.2 The Global Project Manager will also be the on-site representative for Global.
- 5.4.3 Either Party wishing to replace their **Project Manager**, shall do so by means of a written notice to the other Party.

5.5 Non-solicitation of Personnel:

- 5.5.1 The Company agrees not to make any offer of employment or to employ any member of Global Personnel rendering Services under this Agreement, either during the term of the Agreement or for a period of six (6) months thereafter. The Company also agrees not to directly use the Personnel of Global as consultants, for the same period. Breach of this condition will render the Company liable to pay damages in an amount equal to 6 (six) month's salary of the relevant member of Personnel, provided that such damages shall be calculated in respect of the 6 (six) month period prior to such member of Personnel leaving the employ of Global. The Parties agree that the aforementioned damages are fair, based on the damage Global is likely to suffer, and considering the difficulty in calculating the actual damages.
- 5.5.2 Global also undertakes not to offer employment directly or indirectly to the Company's Personnel involved in the Services under this Agreement during the period of the term of the Agreement and for a period of 6 (six) months thereafter. Breach of this condition will render Global liable to pay damages in an amount equal to 6 (six) month's salary of the relevant member of Personnel, provided that such damages shall be calculated in

respect of the 6 (six) month period prior to such member of Personnel leaving the employ of the Company. The Parties agree that the aforementioned damages are fair, based on the damage the Company is likely to suffer, and considering the difficulty in calculating the actual damages.

- 5.5.3 The Parties agree that if any Employee of a Party applies for a position at the other Party, not due to any solicitation of the Employee by that Party, such Party will notify the Party currently employing that individual of such an application (upon becoming aware of such application), before offering any position to that Employee, or entering into negotiations with that Employee aimed at resulting in the offering of a position.
- 5.5.4 The provisions of this clause 5.5 shall survive termination of the Agreement, and continue to bind the Parties.

6 SUBCONTRACTING AND ASSIGNMENT

6.1 Subcontracting:

- 6.1.1 Global shall have the right to subcontract its obligations under this Agreement, provided that Global shall remain responsible to the Company for the fulfilment of obligations assumed in terms of this Agreement, under the following circumstances:
 - 6.1.2 Subcontracting components of the Services:
 - 6.1.2.1 Global may not subcontract any or all of the Services to be rendered under the Agreement on its behalf, without the prior written approval of the Company, which approval shall not be unreasonably withheld or delayed. Subcontractors listed in the Agreement, or in an SOW, will be deemed approved.
 - 6.1.2.2 Global is responsible for ensuring that any obligations which it subcontracts are fulfilled by any such subcontractor(s) concerned.
 - 6.1.3 Subcontracting for resources:
 - 6.1.3.1 Global may, from time to time in its sole discretion, subcontract external companies to provide resources to Global, to enable Global to fulfil its obligations under this Agreement. For purposes of this Agreement, Personnel of such a subcontractor would be included in the Personnel of Global.
 - 6.1.3.2 Global shall not be required to disclose the existence or terms of any other subcontract entered into in such instances, but shall take the Company's reasonable wishes into account in its choice of such subcontractors.
- 6.1.4 The appointment of a subcontractor to render any part of the Services contemplated in this Agreement shall in no way relieve Global of any of its obligations or liabilities in terms of this Agreement.
- 6.1.5 The Company may reasonably request Global to withdraw and/or replace any member of the Personnel of any such subcontractor on reasonable ethical or health and/or safety grounds. It is agreed between the Parties that if such an instruction results in delays to Global in the rendering of Services, such delays shall be excused.
- 6.1.6 Global hereby accepts liability for all acts and omissions of its subcontractors, relating to such subcontractors' failure to render their component of the Services in accordance with this Agreement. Global will ensure that each subcontractor is aware of the provisions of this

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- 6.1.7 Agreement relevant to that part of the Services which the subcontractor is to render.
- 6.1.7 Global shall also ensure that each subcontractor is aware of any other obligations of Global under the Agreement, which may be relevant to the Services being rendered by such subcontractors.
- 6.1.8 The Company may identify preferred subcontractors for consideration by Global, but Global is under no obligation to make use of such subcontractors.

6.2 Payment of subcontractors:

- 6.2.1 In accordance with clause 9.2, Global shall be responsible for invoicing the Company. Should Global make use of subcontractors in the rendering of the Services, Global shall remain responsible for invoicing the Company, which invoices shall include the amounts owed by the Company to the Global Personnel in terms of this Agreement, including amounts owed to Global for its subcontractors and for Personnel provided by subcontractors.
- 6.2.2 Global shall assume full responsibility for making payment to its subcontractors, and no subcontractor, who may be subcontracting to Global under this Agreement, will be entitled to seek payment directly from any Company party.
- 6.2.3 Global indemnifies the Company against any claim by a subcontractor to Global, arising from payment obligations between Global and the relevant subcontractor, provided that the Company gives prompt notice to Global of any such claim and Global controls the defence thereof.

6.3 Assignment and cession:

- 6.3.1 Neither Party shall be entitled to assign, cede, or otherwise transfer the benefit or burden of all or any part of this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed or withheld.

7 ACCEPTANCE AND TESTING

- 7.1 **"Acceptance"** or **"Accepted"** or **"Accept"** means, in respect of any Service or Deliverable, confirmation in writing by the Company that the agreed Acceptance Testing criteria or agreed alternative acceptance formalities have been satisfied in respect of the Service or Deliverable;
- 7.2 **"Acceptance Testing"** means the agreed process of achieving Acceptance for a Service and/or Deliverable;
- 7.3 **"Deliverable/Service Defect"** means:
 - 7.3.1 A deviation from the Specifications for a Deliverable or Service agreed to in writing between the Parties; and/or
 - 7.3.2 Non-compliance of a Deliverable or Service with the standards agreed to in writing between the Parties for such Deliverable or Service; and/or
 - 7.3.3 An error that materially impacts the Company's ability to use any specific component of a Deliverable; and/or
 - 7.3.4 An error that materially reduces the effectiveness of a Service rendered; and/or
 - 7.3.5 An error in a Deliverable or Service that materially negatively impacts the technical performance of the Company's systems; and/or

- 7.3.6 Non-compliance with the scope of work as agreed for a Deliverable or Service, but excluding errors which are minor or cosmetic in nature;

- 7.4 **"Specifications"** means the technical or descriptive specifications of functional, operational, performance or other characteristics required of a Service or Deliverable, as agreed between the Parties from time to time;

- 7.5 Acceptance constitutes an acknowledgment that the Agreement's requirements in respect of the tested Service and/or Deliverable have been satisfied as at the date of Acceptance.

7.6 Disputes related to Acceptance:

- 7.6.1 In the event that Global considers a Deliverable or Service ready to be accepted by the Client, and the Company unreasonably withholds or delays such Acceptance, Global shall be entitled to initiate a Dispute in terms of clause 18 of this Agreement.

7.7 Company cooperation:

- 7.7.1 To the extent specified in the Agreement, and/or an SOW, and/or agreed to between the Parties, and/or as otherwise reasonably requested by Global, the Company will ensure that the Client provides, at its cost and risk, such materials and facilities reasonably necessary for the conduct of the Acceptance Testing, including power, environment, consumables, data, media and Personnel to conduct user Acceptance Testing.

7.8 Failure of Acceptance Testing:

- 7.8.1 Following the completion of the Acceptance Testing, or within the 5 (five) Business Day period described in clauses **Error! Reference source not found.** and **Error! Reference source not found.**, if the Client or the Company considers a Service and/or Deliverable to have failed an Acceptance Test, or considers the Service or Deliverable to contain a Deliverable/Service Defect, the Company must set out the basis of this conclusion in writing.
- 7.8.2 Unless agreed otherwise between the Parties, and recorded in writing, Global will continue to deliver the Service and/or work on the Deliverable until the Client is satisfied that the requirements for such Service or Deliverable have been met, that Acceptance Testing (if applicable) is completed, and that the Service or Deliverable does not contain any Deliverable/Service Defects.

8 CHARGES

8.1 Project Fees:

- 8.1.1 **"Project Fees"** charged by Global on the Project can include either or both of the following:
 - 8.1.1.1 **"Time and Material Fees"**, which are based on the actual time spent by off-shore Global Personnel on the Project at the rates which are agreed between the Parties, taking into account the experience and seniority of Personnel, and the complexity of work undertaken unless otherwise agreed; and
 - 8.1.1.2 **"Fixed Price Fees"**, which are based on the amounts agreed to in writing by the Parties, regardless of the actual time spent by the off-shore Global Personnel.

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- 8.1.2 The Project Fees (“**Fee Schedule**”) are set out in annexure “D”.
- 8.2 **Reimbursable Expenses**
- 8.2.1 Unless agreed otherwise between the Parties in writing for the Project, out of pocket expenses incurred directly on a Project by Global and its Personnel (“**Reimbursable Expenses**”) will be charged to the Company at actual cost.
- 8.2.2 Reimbursable Expenses include all reasonable costs necessary for the successful completion of the Project including but not limited to travelling, subsistence, goods and services purchased on the Company's behalf, communications, stationery, administration charges, report and presentation material, secretarial time and computer charges.
- 8.3 **Exchange rate fluctuations:**
- 8.3.1 To the extent that any Assignment Fees and/or Reimbursable Expenses are dependent on currencies other than ZAR, and to the extent that this fact and the exchange rates used for converting the other currencies to ZAR have been specified in the Agreement or in an SOW:
- 8.3.1.1 Fluctuations in such exchange rates shall not affect the prices specified in the Agreement or in an SOW unless such fluctuations are substantial.
- 8.3.1.2 For the purposes of this clause 8.3, “**substantial**” means an exchange rate fluctuation of 5% (five percent) since the date of signing the Agreement or the specific SOW, either increasing or decreasing the exchange rate.
- 8.3.1.3 In the event of such occurrence, and provided that there has been no material breach of this Agreement by Global, the spot exchange rate on the date of importation of the goods and/or Services, shall be applicable to any invoices for these Assignment Fees and/or Reimbursable Expenses.
- 8.4 **Escalation of Rates:**
- 8.4.1 Global may increase or decrease the rates applicable to the Services under this Agreement, on the basis of the escalation calculation as described in annexure H.
- 8.4.2 Such rate increases or decreases are to be communicated by Global to the Company 30 (thirty) days in advance of them becoming effective, providing all relevant documentary evidence as reasonably required by the Company. The Parties undertake to execute such changes to this Agreement, and any relevant SOWs under this Agreement, to reflect such changes.
- 8.4.3 Unless agreed otherwise between the Parties for an SOW, and documented accordingly in such SOW, the rates applicable to all current SOWs at the time of the escalation will increase or decrease accordingly.
- 9 INVOICING AND PAYMENT TERMS**
- 9.1 The Project payment schedule (“**Payment Schedule**”) is set out in Annexure “D”.
- 9.2 **Preparation of Invoices:**
- 9.2.1 Global will provide the Company with an Invoice, containing inter alia the Project Fees and Reimbursable Expenses, in the format, and containing the particulars, required by law. The Company agrees to provide any information to Global which Global may reasonably require in the preparation of such invoices.
- 9.2.2 In accordance with clause 6.2.1, the invoice submitted by Global to the Company shall include all fees due to Global for subcontractors of Global involved in rendering Services under this Agreement.
- 9.3 **Payment of Invoices:**
- 9.3.1 Invoices are payable on presentation.
- 9.3.2 The invoices referenced in this clause 9 shall be submitted by Global to the Company on or before the 1st (first) Business Day of the month and shall be paid by the Company before the 25th (twenty fifth) calendar day of the same month. The Parties record that in the event of Global submitting the invoice after the 1st (first) Business Day of the month, the Company shall be required to make payment to Global within 30 (thirty) calendar days of date of receipt of the invoice, or as alternatively agreed between the Parties in accordance with the Payment Schedule.
- 9.3.3 The Company agrees and acknowledges that Global will, at its discretion, charge the Company interest at then-current South African commercial banks' annual prime interest rates on undisputed invoices not paid within the agreed payment period. For the avoidance of doubt, the annual prime interest rate charged by the commercial bank primarily used by Global shall be applied in calculating interest on undisputed and overdue invoices, on the basis of one twelfth (1/12) of such annual interest rate per month, with the interest pro-rated for partial months.
- 9.3.4 The Parties agree that payments may be effected by electronic transfer of funds or as otherwise agreed between the Parties, from time to time. The banking details for Global are provided in annexure B. Global shall communicate any change to its banking details to the Company in writing, at least 10 (ten) days before the effective date of such change.
- 9.3.5 All payments and terms of or arising out of this Agreement shall be made free of bank exchange, commission and any deductions to the Party entitled thereto.
- 9.4 **Disputed Invoices:**
- 9.4.1 Should a dispute arise relating to any Project Fees or Reimbursable Expenses due to Global:
- 9.4.1.1 The Company must notify Global of the disputed amount(s) in writing, specifying the affected amount(s), and the alleged reasons for such dispute, within 30 (thirty) days of receipt of the invoice containing the disputed amount(s), failing which the Company shall be deemed to have accepted the invoice as correct, due and payable;
- 9.4.1.2 Any notification, as contemplated in the clause above, shall detail the amount(s) disputed and the reason(s) therefore;
- 9.4.1.3 The undisputed portion(s) of the invoice shall be payable on the terms defined in clause 9.3;
- 9.4.1.4 The Company shall be entitled to withhold payment of

- the disputed portion(s) of any amount(s) payable until the dispute is resolved;
- 9.4.1.5 If the Company disputes, and withholds, an amount in excess of 50 % (fifty percent) of the relevant invoice total, Global shall be entitled to suspend the rendering of the Services until the dispute is resolved and any amount payable to Global pursuant to the resolved dispute is paid;
- 9.4.1.6 Any suspension of Services as contemplated in the clause above or in clause 9.6, shall be applied to all performance milestone and dates, such that all such milestones and dates shall be automatically extended by a period of time equal to the period of the aforementioned suspension; and
- 9.4.1.7 If the Parties are unable to resolve such a dispute, it shall be referred for determination in accordance with the provisions of clause 18.

9.5 Monthly Statements:

- 9.5.1 Upon reasonable request from the Company, Global will provide the Company with a monthly statement ("**Statement**") in the format, and containing the particulars, reasonably required by the Company, and the Company agrees to provide any information to Global which Global may reasonably require in the preparation of such Statements.
- 9.5.2 Such Statements will set out the amounts then properly due to it from the Company under this Agreement, and will contain relevant information to enable the Company to perform a reconciliation of invoices, credit notes (if applicable) and payments.

9.6 Overdue payments:

- 9.6.1 Global shall have the right to halt or terminate entirely its Services during any period in which any Project Fees or Reimbursable Expenses is overdue and undisputed for more than 30 (thirty) days but, despite written demand, remain unpaid by the Company.
- 9.7 The provisions of this clause 9 shall survive termination of this Agreement, and continue to bind the Parties.

10 CONFIDENTIALITY

- 10.1 "**Advisors**" means the respective directors, officers, employees, agents, contractors, subcontractors and professional advisors of each Party.
- 10.2 "**Confidential Information**" means a Discloser's trade, commercial, financial and management secrets, as well as confidential and other proprietary information howsoever such Confidential Information may be disclosed or made available to the Recipient including, without limiting the foregoing, whether direct or indirect, orally, visually or in electronic format or by reason of inspection of documentation or other matter on or at the Discloser's premises or elsewhere including, but not limited to:
 - 10.2.1 Technologies, concepts, ideas, inventions, methods, methodologies, procedures, processes, systems, techniques, designs, formulations, models, templates or work papers;
 - 10.2.2 Generalised features of the structure, sequence and organisation of software, user interfaces and screen

- designs;
- 10.2.3 General purpose consulting and software tools, utilities and routines;
- 10.2.4 Logic, coherence know-how, and methods of management, operation or conducting business and strategy used or to be used;
- 10.2.5 Technical data, product or process specifications and all other technical, mechanical and computer information;
- 10.2.6 Financial, supply, exclusivity or other contractual arrangements between or detail about the Discloser, its suppliers, sources of material, clients and business associates;
- 10.2.7 Any material or information subject to copyright, trademark, patent or other form of intellectual property rights;
- 10.2.8 Any information that relates to past projects of the Parties; and
- 10.2.9 Any other matter that relates to the business of the Discloser in respect of which information is not readily available in the normal course of business and which may come to the knowledge of the Recipient.
- 10.3 "**Discloser**" means the Party disclosing or granting access to Confidential Information.
- 10.4 "**Disclosure**" means the transfer of Confidential Information from the Discloser to the Recipient or the acquisition of Confidential Information by the Recipient by any direct or indirect means including but not limited to the conveyance of Confidential Information by visual, oral, electronic or other means and "disclose" or "disclosed" has a corresponding meaning.
- 10.5 "**Recipient**" means the Party receiving Confidential Information or to whom Confidential Information is disclosed.
- 10.6 The Recipient hereby irrevocably agrees:
 - 10.6.1 Not to divulge or disclose to any person whatsoever in any form or manner whatsoever, either directly or indirectly, any Confidential Information without the prior written consent of the Discloser;
 - 10.6.2 Not to, directly or indirectly, detract from, expand on, amend, decompile, reverse engineer, use, exploit, permit the use of, or in any other manner whatsoever apply the Confidential Information for its benefit or the benefit of any other person or for any purpose whatsoever other than for the Project and otherwise than in accordance with the provisions of this Agreement;
 - 10.6.3 To maintain in secrecy any and all Confidential Information of the Discloser which may be acquired by or disclosed to it;
 - 10.6.4 In cases where the Recipient is uncertain as to the nature of any information (whether that information qualifies as Confidential Information in terms hereof or not), treat such information as Confidential Information in terms hereof until written notice to the contrary is received from the Discloser;
 - 10.6.5 Take reasonable security measures, at least as great as the precautions it takes to protect its own confidential or proprietary information, to keep the Confidential Information confidential;
 - 10.6.6 Immediately notify the Discloser upon discovery of any unauthorised use or Disclosure of the Confidential

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- Information or any other breach of this clause 10, and will assist the Discloser in every reasonable way to at the option of the Discloser regain possession of the Confidential Information or prevent its further unauthorised use;
- 10.6.7 Immediately at the Discloser's reasonable request or in any event at the completion of the Project return all originals, copies, reproductions and summaries or extracts of the Confidential Information or at the Discloser's option destroy such originals, copies, reproductions and summaries or extracts of the Confidential Information and certify destruction thereof; and
- 10.6.8 That all Confidential Information is and shall remain the property of the Discloser and that Disclosure thereof in terms hereof does not grant to the Recipient any express or implied license to use such Confidential Information or right under any patent, copyright, trademark, or trade secret information other than under this Agreement or any SOW;
- 10.6.9 Not to directly or indirectly:
- 10.6.9.1 Do or purport to do anything or assist any other person in doing anything which may or could impair, prejudice or interfere with the Discloser's vested rights, title and interest in and pertaining to the Confidential Information;
- 10.6.9.2 Represent that it has any right, title or interest in and pertaining to the Discloser's Confidential Information; or
- 10.6.9.3 Disclose to any publishing or news media (including but not limited to newspapers, magazines, radio or television) any Confidential Information or any information of any nature whatsoever with regard to the products, services or activities of the Discloser, which the Discloser has not already made known to the public at large, without the prior written consent of the Discloser.
- 10.7 The agreements and undertakings in this clause 10 are given by each of the Parties on behalf of themselves and in respect of each of their Advisors and in favour of each other.
- 10.8 Each Party shall ensure that its Advisors comply with the terms of this clause 10 and shall be responsible for any breach of the terms of this clause 10 by its Advisors.
- 10.9 Each Party shall procure that each of its Advisors, to whom Confidential Information may be disclosed or who otherwise may obtain access to Confidential Information, execute undertakings in substantially the same form as this clause 10.
- 10.10 The Parties record and agree that the undertakings referenced in clause 10.9 shall be concluded between the Advisor and the employer of that Advisor.
- 10.11 The confidentiality obligations set out in this clause 10 shall not apply to any Confidential Information which:
- 10.11.1 A Recipient can demonstrate was already in the public domain prior to its Disclosure or becomes available to the public through no breach by any of the Parties hereto;
- 10.11.2 Was rightfully in the Recipient's possession without obligation of confidence prior to receipt from the Discloser as proven by its written records;
- 10.11.3 Can be proved to have been rightfully received by a Recipient from a third party without obligation of confidence;
- 10.11.4 Is independently developed by a Recipient as proven by its written records;
- 10.11.5 Is approved for release with the prior written consent of the Discloser; or
- 10.11.6 Is required to be disclosed in order to comply with a judicial order or decree, provided that the Recipient has given the Discloser sufficient prior written notice of such request to enable the Discloser to defend or protect such Disclosure.
- 10.12 The provisions of this clause 10 shall survive termination of this Agreement, and continue to bind the Parties.
- 11 INTELLECTUAL PROPERTY**
- 11.1 Company and Global Intellectual Property:**
- 11.1.1 Each Party has created, acquired or otherwise obtained rights in, and may, in connection with the Project, employ, provide, modify, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates; generalised features of the structure, sequence and organisation of software, user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and logic, coherence and methods of operation systems (collectively known as the "Own Technology" of each Party)
- 11.1.2 To the extent that either Party utilises any of its property (including intellectual property and its Own Technology) in connection with the Project, such property shall remain the property of that Party. Except for cases where a licence is expressly granted in writing, the other Party shall acquire no right or interest in such property. Any improvements or enhancements to a Party's Own Technology resulting from a Project will remain the property of that Party.
- 11.1.3 Notwithstanding anything in this Agreement, each Party will exclusively own all right, title and interest, including but not limited to all rights under all copyright, patent and other intellectual property laws, in and to its Own Technology.
- 11.1.4 In the event of either Party requesting the use of the other Party's Own Technology, outside the scope of the Project, this would be subject to the Parties agreeing to a written licence agreement for such use.
- 11.1.5 Subject to this clause 11, each Party (referred to as the "Warranting Party" in this clause) warrants that no aspect of its Own Technology rightfully utilised by its Personnel and by the other Party in terms of this Agreement will infringe any patent, design, copyright, trade secret or other proprietary right of any third party ("Third Party Proprietary Rights"), and the Warranting Party shall, at its cost, defend the other Party against any claim that the Services infringe any such Third Party Proprietary Rights, provided that the other Party gives prompt notice to the Warranting Party of such claim, the Warranting Party controls the defence thereof and the other Party does not jeopardise the claim in any way.
- 11.2 Company Data:**
- 11.2.1 "Company Data" means information of the Company

- including information relating to subsidiaries or associated companies of the Company and its business, provided by the Company to Global pursuant to Global rendering the Services.
- 11.2.2 Ownership in all the Company Data belonging to the Company whether under its control or not shall continue to vest in the Company, and Global shall not obtain any proprietary rights in such data. Any improvements or enhancements to the Company Data resulting from a Project will remain the property of the Company.
- 11.2.3 The Company Data in the possession of Global, or to which Global may have access during the currency of this Agreement, may not be used by Global for any purposes whatsoever other than as may be specifically required to enable Global to fulfil its obligations in terms of this Agreement.
- 11.2.4 The Company Data is and shall remain the property of the Company and shall be deemed Confidential Information of the Company in terms of this Agreement.
- 11.3 **Deliverables under this Agreement:**
 - 11.3.1 Except as otherwise provided in this Agreement, and upon full and final payment to Global of all amounts owing to Global in terms of this Agreement, all Deliverables shall, subject to clauses 11.1 and 11.3.2, become the property of the Company.
 - 11.3.2 To the extent that there are any components of Global Own Technology included in the Deliverables, Global grants to the Company, upon full and final payment as aforesaid, a royalty-free, perpetual, world-wide, non-exclusive, non-transferable licence to use such Global Own Technology solely in connection with such Deliverables.
 - 11.3.3 In the event of the Company requesting use of any Deliverables produced under this Agreement (or components of such Deliverables), outside the scope of the Project, this would be subject to the Parties agreeing to a written licence agreement for such use.
- 11.4 The provisions of this clause 11 shall survive termination of this Agreement, and continue to bind the Parties.

12 OBLIGATIONS OF THE PARTIES

- 12.1 Each Party will:
 - 12.1.1 Be responsible for the performance of its Personnel, although for the purposes of this clause, the Personnel of Global is excluded from this obligation of the Company;
 - 12.1.2 Fully cooperate with the other Party to ensure timely progress and execution of the Agreement and its SOWs;
 - 12.1.3 If, and to the extent, specified in the Agreement or in an SOW, hold meetings (including meetings relating to planning, review and issue resolution) as necessary and report to the other on a regular basis in order to keep the other fully informed of the progress of work required under the Agreement or in an SOW;
 - 12.1.4 Fulfil its obligations and honour its responsibilities by the dates specified in the Agreement or in an SOW;
 - 12.1.5 Promptly remedy any defect or deficiency in the fulfilment of its obligations in terms of this Agreement

- and its SOWs;
- 12.1.6 Advise the other Party verbally and in writing as soon as it becomes aware of anything, which may hamper or delay either Party fulfilling its obligations in terms of this Agreement and its SOWs; and
- 12.1.7 Provide all decisions, management approvals and inputs reasonably requested by the other Party within a reasonable time of such Party requesting such decision or input.
- 12.2 Neither Party will be entitled to:
 - 12.2.1 Interfere with or impede the contractual relationship between the other Party and its Personnel; or
 - 12.2.2 Unilaterally make any changes to the Agreement or any part thereof.
- 12.3 **Company obligations:**
 - 12.3.1 The Company shall cooperate with Global in the rendering by Global of the Services, including without limitation, providing Global with reasonable facilities and timely access to data, information and Personnel of the Company.
 - 12.3.2 The Company will provide the Personnel required to enable Global to render the Services under this Agreement. Such Personnel will, to the Company's reasonable knowledge and belief, be fit for purpose, and will remain so for the duration of their involvement in the Project.
 - 12.3.3 The Company shall be responsible for the reasonable accuracy and completeness of all requested materials, data and information provided to Global for purposes of the rendering by Global of the Services. Global shall be entitled to assume that all materials, data and information provided by the Company are both accurate and complete, unless agreed otherwise by the Parties in writing.
 - 12.3.4 Global will, where reasonable, notify the Company of manifest errors in the materials, data and information provided, or in the event that Global considers the materials, data and information to be incomplete.
 - 12.3.5 The Company will ensure that the Client provides Global with access to the Company's premises as reasonably required by Global to enable Global to fulfil its obligations under the Agreement. To the extent that such access is unreasonably denied or suspended by the Client, the Parties shall agree on reasonable additional cost and expenses incurred by Global as a result thereof. Without limiting the foregoing, the Company will, following a temporary denial or suspension of access, permit a resumption of access as soon as practicable.
 - 12.3.6 To the extent that any of the Services are to be provided at the Client's site, the Company will ensure that the Client will provide Global with reasonable office facilities and office services to enable Global to fulfil its obligations under this Agreement.
 - 12.3.7 The Company shall procure the cooperation with Global of any third parties involved in this Project, not under the control of Global. The Company shall further ensure that any party over which it has direct or indirect control performs its duties and functions as may be reasonably required by Global to enable Global to fulfil its obligations under this Agreement.
 - 12.3.8 To the extent that the Services to be provided by Global

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- requires the Company to procure specific computer hardware and/or specific computer software licenses, the Company must provide such hardware and software to Global timeously. To the extent that any delay in providing such hardware and/or software impacts the ability of Global to fulfil its obligations under this Agreement, Global will not be liable for delays in providing its Services, resulting from such delays by the Company. Any such delays as contemplated in the clause shall be applied to all performance milestone and dates, such that all such milestones and dates shall be automatically extended by a period of time equal to the period of the aforementioned delay.
- 12.3.9 If and to the extent that Global requires access to enable it to fulfil its obligations under this Agreement, Global will require the Company to timeously procure the right for Global and its Personnel to use any computer hardware owned by the Client, and its related system software licensed to the Client, and any other computer software licensed to the Client, provided that Global can prove to the Company that such access is critical to the fulfilment of Global's obligations under this Agreement. Such access may be limited to specific individual members of the Personnel of Global, or for specific functions/authorities, to the extent required to enable Global to fulfil its obligations under this Agreement.
- 12.3.10 The Company, through the Client, undertakes to facilitate through the relevant regulatory authorities all necessary approvals, licences and security clearances, provided that the delay in obtaining such should not be used as a grounds for termination of the contract, unless such delays directly or indirectly impact the ability of Global to fulfil its obligations or enforce its rights under this Agreement and are as a result of the Company's own delays or default. To the extent that any necessary approvals, licences and security clearances have not been obtained, and this impacts the ability of Global to fulfil its obligations under this Agreement, Global will not be liable for delays resulting from such.
- 12.3.11 The Company shall keep Global promptly informed of any proposals or developments in the Company's business relevant to the Services, to the extent that such proposals or developments have a reasonable impact on the Services under this Agreement or an SOW, and with due consideration to the confidentiality restrictions as described in clause 10.
- 12.3.12 The Company will advise Global, in writing, of any reasonable restrictions which it wishes to place on Global regarding electronic correspondence, data protection matters, and access to the Company's networks, for the Services to be rendered by Global under this Agreement, and Global shall comply with such restrictions.
- 12.4 **Global obligations:**
- 12.4.1 Global shall ensure that any party over which it has direct or indirect control, including but not limited to any subcontractor appointed to render the Services or any part thereof, performs its duties and functions as may be reasonably required by the Company to enable the Company to fulfil its obligations under this Agreement.
- 12.4.2 Global will ensure the Services comply with the standards and Service levels as specified in the Agreement and in any SOWs.
- 12.4.3 Global will comply with reasonable directions given by the Company in discharging its obligations under this

Agreement.

- 12.4.4 Cooperation with other service providers and consultants of the Company:
- 12.4.4.1 Global acknowledges and agrees that the Company shall have the right to appoint, at its risk and cost, any third party service provider or third party consultant where this is necessary to ensure the integrated and efficient conduct of the operations of the Company, and in respect of quality assurance and Acceptance Testing.
- 12.4.4.2 Global shall cooperate with any such third party service provider or third party consultant appointed by the Company where this is necessary to ensure the integrated and efficient conduct of the operations of the Company, and in respect of quality assurance and Acceptance Testing. Without limiting the foregoing, Global shall provide such reasonable assistance to other service providers and consultants as the Company may request from time to time.
- 12.5 **Company standards, policies and procedures:**
- 12.5.1 Global will comply with all standards, policies and procedures of the Company and the Client, as agreed between the Parties, and as recorded in the Agreement or in an SOW.
- 12.5.2 If the Company wishes for Global to comply with updated or revised versions of such standards, policies and procedures, the Company will be required to provide such new versions to Global for review. Global shall not be obliged to comply with updated or revised versions of such standards, policies and procedures, until it has agreed to do so, such agreement not to be unreasonably withheld or delayed
- 12.5.3 It is specifically recorded that should the compliance with updated or revised versions of such standards, policies and procedures result in additional effort or compliance obligations to Global, this may result in a change of scope of the Agreement and/or the impacted SOWs.
- 13 LIMITATION OF LIABILITY**
- 13.1 The maximum liability ("**Maximum Liability**") for each Party for all claims arising out of the Services rendered in connection with the Agreement shall be determined as follows, subject to clause 13.7:
- 13.1.1 The total liability of Global is limited to the total fees paid by the Company to Global pursuant to this Agreement, as apportioned for Global's part in a consortium; and
- 13.1.2 The liability of the Company at any point in time is limited to the fees due and payable pursuant to this Agreement.
- 13.2 For the avoidance of doubt, the Maximum Liability shall always be exclusive of any fees payable/paid by the Company to Global in terms of, and the value of, any SOW, as defined in clause 22.
- 13.3 The Maximum Liability is the aggregated liability for all claims from whatever source and however arising, whether in contract, delict or otherwise. Neither Party will be liable to the other Party or any cessionary or third party claiming through or on behalf of such Party for:
- 13.3.1 Any indirect, special, punitive or consequential damages arising out of or related to this Agreement; or
- 13.3.2 Any loss or damages beyond the Maximum Liability specified.

- 13.4 Either Party will only accept any form of liability, limited as specified, if it is the subject of a final judgement in a court of law or by way of arbitration.
- 13.5 Any claims, however rising, must be commenced formally by service or court summons or process initiating arbitration proceedings within 2 (two) years after the Party bringing the claim becomes aware (or ought to reasonably have become aware) of the facts which give rise to the claim and, in any event regardless of the knowledge of the claimant, by no later than three years after the date of the alleged breach of contract, delict or other act or omission giving rise to a cause of action. This expressly overrides any statutory provision which otherwise apply.
- 13.6 Without derogating from the generality of clause 13.1:
- 13.6.1 The Company indemnifies Global against any loss, damages, costs or expenses directly or indirectly incurred by Global as a result of inaccurate or incomplete information supplied by, or misrepresentations, fraudulent acts or wilful Default on the part of the Company, the Company's Personnel, or any third party under the control of the Company.
- 13.6.2 Global indemnifies the Company against any loss, damages, costs or expenses directly or indirectly incurred by the Company as a result of misrepresentation, fraudulent acts or wilful default on the part of Global, the Personnel of Global, or any third party under the control of Global.
- 13.7 The following are expressly excluded from the limitation of liability, but are subject to the other terms of this clause 13:
- 13.7.1 Direct proven damages resulting from a breach of either Party's Confidential Information; and
- 13.7.2 Direct proven damages resulting to a Party from a breach by the other Party of the terms of clause 9 (Intellectual Property); and
- 13.7.3 The indemnities listed in clauses 13.6, 14.7, 14.8 and **Error! Reference source not found.**
- 13.8 If any loss or damage arising out of or in connection with this Agreement is caused partly by the fault of one Party, and partly by the fault of the other Party, the damages recoverable shall be reduced to such an extent as may be just and equitable, having regard to the degree in which each Party was at fault in relation to the damage as if the provisions of the Apportionment of Damages Act of 1956, as amended from time to time, were applicable to a claim for breach of this Agreement.
- 13.9 The provisions of this clause 13 shall survive termination of this Agreement, and continue to bind the Parties.
- 14 DISCLAIMER**
- 14.1 It is understood and agreed that the Services may include advice and recommendations provided by Global, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Company.
- 14.2 Deliverables are supplied on the basis that they are for the sole internal use of the Company and the Client and for the exclusive purpose set out therein. Global shall not be liable for any loss, damages, costs or expenses directly or indirectly incurred by any party other than the Company and the Client, as stated above, who may rely upon the Deliverables for whatsoever reason.
- 14.3 Any advice, recommendation, report, certificate, schedule or other Deliverable arising from or in connection with the Services under this Agreement will be for the sole use of the Company and the Client. No person other than the Company or the Client shall be entitled to make use of any Deliverable, unless this has been agreed in writing between the Parties, in advance, and subject to terms agreed between the Parties.
- 14.4 Any such advice, recommendation, report, certificate, schedule or other Deliverable is based on the particular facts and circumstances of the Client at a particular point in time. Consequently, such advice, recommendation, report, certificate, schedule or other Deliverable may well not be relevant to another party or at a different time and under different circumstances. Global does not warrant or guarantee that there will be no change to relevant facts and circumstances in the future or that future events or outcomes will (or will not) transpire.
- 14.5 Copies of Deliverables may be made available to the Company's advisors provided that they are to be used by the advisors solely for the purposes stated in such advice, report, certificate, schedule or other Deliverable, and provided that the advisors are made aware of this clause 14.
- 14.6 With the exception of clause 14.5, copies of Deliverables, in whole or in part, may not be made available to any other party without the prior express written consent of Global, which consent may be given or withheld at its absolute discretion, and which may be subject to terms and conditions which Global in its sole discretion may determine.
- 14.7 The Company indemnifies Global against any claim by any third party arising from a copy of any report, certificate, schedule or other Deliverable which the third party received from the Company, its Personnel, or its advisors.
- 14.8 In the event of the Company not being the final consumer of the Services under this Agreement (the "**Consumer**"), the client indemnifies Global against any claims by the Consumer.
- 14.9 The Company or the Client may not transfer, in whole or in part, its rights in the Deliverables without the prior written consent of Global, which consent may be given or withheld at its absolute discretion, and which may be subject to terms and conditions which Global in its sole discretion may determine.
- 14.10 The provisions of this clause 14 shall survive termination of this Agreement, and continue to bind the Parties.
- 15 FORCE MAJEURE**
- 15.1 With the exception of obligations relating to payments, confidentiality and intellectual property, no Party shall have any responsibility for late delivery or for failure to deliver due to any cause reasonably beyond their control, particularly in the case of Force Majeure, defined in clause 15.2 below.
- 15.2 "**Force Majeure**" means any and all acts or events which are neither controllable or predictable and therefore independent of the will of any Party or of its subcontractors, including but not limited to war, declared or not, riot, revolution, strikes or other industrial actions, machinery damage or breakdown, earthquake, tidal wave, essential supply difficulties and irremediable non-performance by a third party.
- 15.3 In the case of any Force Majeure:
- 15.3.1 The affected Party shall immediately notify the other Party of the existence of such Force Majeure, and shall

- provide in writing an estimate (updated from time to time) of when the relevant circumstances are expected to cease;
- 15.3.2 The affected Party shall take all reasonable steps by lawful means to resume fulfilment of its obligations under this Agreement as soon as is reasonably possible, and shall discuss with the other Party ways and means to overcome such conditions;
- 15.3.3 The affected Party shall not in any event be entitled to additional or extra compensation by reason of the Force Majeure event, and the affected Party shall not be liable for any costs or damages, penalties or inconvenience suffered by the other Party;
- 15.3.4 No such affected Party shall be obliged to fulfil its obligations in terms of this Agreement, to the extent that it is prevented from doing so during the duration of such Force Majeure, with the exception of payment obligations where the Company shall remunerate Global for Services rendered; and
- 15.3.5 The Parties shall endeavour to meet at least once every week from the date of the notice referred to in 15.3.1 to determine the estimated duration of the Force Majeure.
- 15.4 Should either Party be unable to fulfil a material part of its obligations under this Agreement for a period in excess of 1 (one) continuous calendar month due to a Force Majeure condition, as calculated from the date of the notice referred to in clause 15.3 above, then the other Party shall have the right to terminate this Agreement forthwith by written notice.

16 TERMINATION

- 16.1 In the event of the Agreement or any part of the Services being terminated for whatsoever reason, the Company shall make payment of any amounts due and payable by it to Global in terms of this Agreement within 30 (thirty) days of such termination. The termination of the Agreement or any part of the Services will not prejudice the rights of any Party to claim damages, or to obtain any other relief in respect of any antecedent breach of the terms of this Agreement prior to such termination. This clause is severable from the rest of the provisions of this Agreement, and shall survive termination of this Agreement, and continue to bind the Parties.
- 16.2 **Termination due to auditor independence constraints:**
- 16.2.1 Global may immediately terminate this Agreement or any impacted part of the Services if the circumstances in clause **Error! Reference source not found.** of this Agreement should occur.
- 16.3 **Termination due to regulatory changes:**
- 16.3.1 Either Party may terminate this Agreement or any impacted part of the Services if regulatory changes occur which would render it impossible for the Services (or such relevant part thereof) to continue without transgressing the changed regulations.
- 16.4 **Termination for Convenience:**
- 16.4.1 The Company may terminate this Agreement (and the Services) upon 1 (One) months prior written notice to

- Global, provided that the Company shall pay to Global in lieu of notice, all amounts that Global would reasonably have been entitled to under the Agreement during the one-month period after the notice of termination.
- 16.4.2 Global may terminate this Agreement (and the Services) by providing 1 (One) months prior written notice to the Company to this effect.
- 16.5 **Termination by Global for Company non-payment:**
- 16.5.1 Global may terminate the Agreement, or any part thereof, if the Company has failed, refused and/or neglected to make payment of any undisputed fees within the agreed payment period.
- 16.5.2 Such termination shall not relieve the Company of its obligation to pay the outstanding undisputed fees, and Global shall, in accordance with clause 9.3.3, be entitled to charge interest on such outstanding amounts.
- 16.6 **Expiry and Extension of the Agreement as a whole:**
- 16.6.1 It is acknowledged that certain portions of the Services under this Agreement may expire before others, but that the terms of this Agreement shall remain in effect while there are still any Services to be delivered under this Agreement, including Services as described in an SOW, unless agreed otherwise between the Parties and recorded in writing.
- 16.6.2 In the absence of an agreement to the contrary between the Parties, as per the terms of this Agreement, or as described in writing and signed by both Parties, this Agreement will expire automatically upon completion of all Services to be rendered under the Agreement and under all SOWs signed under this Agreement. Neither Party will be required to provide notice to the other Party regarding such expiration of the Agreement, and neither Party shall incur any liability or penalty or duty as a result of such expiration.
- 16.7 **General terms applicable to termination and expiry:**
- 16.7.1 In the event of either Party wanting to terminate this Agreement, or any part thereof, for reasons other than those described above, such termination, and the terms thereof, will be subject to agreement between the Parties, to be recorded in writing.
- 16.7.2 Should the Company require Global to assist with knowledge transfer in order to ensure an orderly handover to the Company or to a third party, such Services would be rendered under a SOW, and the terms of such assistance are subject to written agreement between the Parties.
- 16.7.3 Termination of the Agreement will imply termination of all SOWs under the Agreement.
- 17 **BREACH**
- 17.1 Should either Party to the Agreement commit a material breach of any of the provisions of the Agreement including without limitation a breach of any warranty given in terms of this Agreement or any representation being incorrect (**“the Defaulting Party”**) and fail to remedy such breach within 14 calendar days of written demand from the other Party (**“the Aggrieved Party”**) or such longer period as may be reasonable in the circumstances, then the Aggrieved Party may, in addition to any other rights and

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remedies that it may have, including the right to recover damages:

- 17.1.1 Without notice to the Defaulting Party, to bring an application in any court of competent jurisdiction, whether on an urgent basis or not, for the granting of an interdict against the Defaulting Party to prevent any further breach of the terms of the Agreement; and/or
- 17.1.2 Terminate any part of or all of the Agreement or the Services to which such breach relates, such termination to be effective immediately upon receipt by the Defaulting Party of written notice to that effect.
- 17.2 Notwithstanding anything to the contrary contained in this Agreement, a Party shall have the right to immediately terminate the Agreement if the other Party:
 - 17.2.1 Is placed in provisional or final liquidation, whether compulsory or voluntarily; and/or
 - 17.2.2 Allows any judgement granted against it to remain unsatisfied for a period of 10 (ten) days after such judgement comes to the attention of that Party save for that Party instituting appeal proceedings; and/or
 - 17.2.3 On or after the Effective Date commits any act or omission which would render it liable to be liquidated; and/or
 - 17.2.4 On or after the Effective Date admits in writing that it is unable to pay its debts timeously or at all; and/or
 - 17.2.5 Becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; and/or
 - 17.2.6 Makes an assignment for the benefit of all or substantially all of its creditors; and/or
 - 17.2.7 Enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations.
- 17.3 The provisions of this clause 17 shall survive termination of this Agreement, and continue to bind the Parties.

18 DISPUTE RESOLUTION

- 18.1 The Parties agree to use reasonable efforts to resolve by good faith negotiations any disputes or differences that arises between them under or in connection with this Agreement, or an SOW, through their respective Project Managers. Neither Party will resort to legal or arbitration proceedings, or terminate this Agreement, until the following process has been exhausted, except if it is necessary to seek urgent interim relief.
- 18.2 If any dispute, disagreement, difference or claim under or in connection with this Agreement, or in terms of any SOW, and/or in respect of the existence, validity and/or termination thereof, and whether in contract, delict or otherwise, arises between the Parties, including a breach or an alleged breach under this Agreement, or under an SOW, (called hereafter the "Dispute"), which either Party believes is unable to be resolved at an operational level (between their respective Project Managers), or which is sufficiently serious that it cannot be resolved at the operational level, either Party will in writing notify the other of the Dispute, providing the details of the Dispute. Management representatives of each of the Parties will then endeavour in good faith to agree upon a resolution through negotiation.
- 18.3 The Dispute shall first be referred to the respective Project directors of each Party, who will use their best endeavours

to resolve the Dispute within 7 (seven) days of the Dispute having been referred to them, or such other time frame agreed between the Parties.

- 18.4 Should the Project directors of the Parties be unable to resolve the Dispute in accordance with the foregoing, the Dispute shall be escalated to the respective managing directors (or equivalent officers) of the Parties, who will use their best endeavours to resolve the Dispute within 21 (twenty one) days of the Dispute having been referred to them, or such other time frame agreed between the Parties.
- 18.5 Should the respective managing directors of the Parties be unable to resolve the Dispute in accordance with the foregoing, the Dispute, if arbitrable in law, shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa or its successor in title ("AFSA") by an arbitrator or arbitrators appointed by AFSA.
- 18.6 The place of arbitration shall be Johannesburg, Sandton or Pretoria, and English shall be the language of arbitration, being the language of the Agreement and the correspondence between the Parties. The arbitral award shall be issued in English. The Parties agree that arbitration proceedings are to be held *in camera* and shall be confidential, and only the Parties and/or their legal representatives, and limited senior representatives, shall be present.
- 18.7 It is the intention of the Parties that the arbitration shall, where possible, be held and concluded within 20 (twenty) working days after it has been initiated. The Parties shall use their best endeavours to procure the expeditious completion of the arbitration process.
- 18.8 The Parties shall keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential, unless otherwise contemplated herein or as is needed to enforce rights in a court of law.
- 18.9 The arbitrator shall have the fullest and freest discretion with regard to the proceedings, save that he shall be obliged to give his award in writing, fully supported by reasons, and shall make such order as to costs as he deems just. Any costs order awarded by the arbitrator shall be on a scale as between attorney and client.
- 18.10 The arbitrator shall have the power to give default judgment if either Party fails to make submissions on due date and/or fails to appear at the arbitration, or fails to pay its contribution towards the costs of the arbitration.
- 18.11 Subject to the finalisation of any review or appeal proceedings permitted under the rules of AFSA, the decision or award resulting from the arbitration shall be final and binding, and may be made an order of any court of competent jurisdiction at the instance of either Party to the Dispute. With effect from the date of the arbitral award or, in case of the settlement of any Dispute, with effect from the date of any such settlement, neither Party shall have any further right and/or claim (including, without limitation, any right pursuant to a subrogation) against the other Party in connection with or relating to the Dispute in question.
- 18.12 Notwithstanding the foregoing, nothing in this clause 18 shall be construed as precluding either Party from applying to court for a temporary interdict or other relief of an urgent nature, pending the decision of the award of the arbitrator in terms of this clause 18, provided the terms of this clause 18 have been materially complied with by the Party seeking such relief, and further providing such Party has been attempting to resolve the dispute in good faith before

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seeking such relief.

18.13 The provisions of this clause 18 shall survive termination of this Agreement, and continue to bind the Parties.

19 GLOBAL WARRANTIES

19.1 Global warrants that it shall, at all times:

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

19.1.2 Use and adopt professional techniques and standards and render the Services with due care, skill and diligence.

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

19.3 Global warrants that for a period of 6 (six) months after the Acceptance of any Deliverable or Service, the Deliverable or Service will be free of material Deliverable/Service Defects. Global shall promptly rectify any Deliverable/Service Defect in a Deliverable or Service at no additional charge to the Company if it the Company notifies Global in writing of the Deliverable/Service Defect during this warranty period.

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

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

20 ENTIRE CONTRACT, VALIDITY AND DURATION

20.1 The Agreement, together with all SOWs, constitutes the entire agreement between Global and the Company as to their respective subject matters, and supersedes all other oral and written representations, understandings or agreements between them as to their respective subject matters. Where there is a conflict between the terms of agreement contained in this Agreement (or an SOW) and any prior written proposals, quotations or submissions provided by Global to the Company regarding the Services under this Agreement, this Agreement (or the SOW) will take preference.

20.2 Should either Party wish to make any change to the body of this Agreement, including the annexures and/or the schedules, or to an SOW, such change shall only take effect once reduced to writing and signed by both Parties. This same restriction applies to the waiving of this requirement, which cannot be overridden verbally or by action implying intention.

20.3 Notwithstanding the signature date, this Agreement shall be regarded as commencing on the Effective Date and shall, unless terminated earlier in terms of this Agreement, automatically terminate once the Services under this Agreement have been rendered by Global and all monies related thereto have been paid over by the Company to Global, unless a further agreement, replacing and superseding this Agreement, is concluded in writing

between the Parties.

20.4 All obligations created in this Agreement shall survive change or termination of the business relationship between the Parties, unless such obligations have been expressly terminated in writing by both Parties.

21 SEPARATE UNDERTAKINGS

21.1 Each undertaking in this Agreement shall be deemed to be and shall be construed as an undertaking separate and severable from every other undertaking given in terms of this Agreement.

21.2 No undertaking shall be limited or restricted by reference to or inference from any other separate acknowledgement and undertaking.

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

22 STATEMENTS OF WORK

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

22.2 The SOW shall define the following:

- 22.2.1 The type of Services to be provided;
- 22.2.2 The scope of the new or additional products, Deliverables and/or Services;
- 22.2.3 The approach to be followed;
- 22.2.4 The location(s) at which the Services are to be rendered;
- 22.2.5 The timeline, milestones and key Deliverables;
- 22.2.6 Terms related to the provision of hardware and/or software under the SOW, including any terms related to licensing;
- 22.2.7 Special invoicing terms;
- 22.2.8 If required, any special limitations of the liability of the Parties under such SOW.

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

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

22.5 Where there is a conflict between the terms contained in an SOW, and the Proposal submitted in terms of that SOW, the SOW will take preference.

22.6 Unless agreed otherwise between the Parties, any amendments to this Agreement, in terms of clause 20.2, shall apply to current SOWs at the time of such amendments.

22.7 The liability of the Parties under each SOW shall be separate from the liability of the Parties under the rest of the Agreement, and shall not be taken into account for purposes of determining the Maximum Liability of the Parties as stipulated in Clause 13.1. Unless otherwise

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agreed between the Parties, each Party's total liability for damages for any claim arising out of an individual SOW shall be limited to the total fees payable for that SOW, subject to the terms of clause 13.

23 GOVERNING LAW

- 23.1 The Agreement is governed by South African law, without giving effect to any conflict of laws.
- 23.2 Subject to clause 18, this Agreement will be subject to the jurisdiction of the Courts of the Republic of South Africa.

24 EXCLUSIVITY

- 24.1 The Company acknowledges that Global may already have provided the same or similar services to other parties and that Global may have agreements similar to this Agreement with other parties.
- 24.2 Where Global is aware of the same or similar services being rendered by Global to other parties, or agreements similar to this Agreement existing between Global and other parties, safeguards will be implemented by Global to protect the interests of the Company. Global undertakes to protect the Confidential Information of the Company as recorded in this Agreement.
- 24.3 Nothing in this Agreement shall be construed as creating an exclusive relationship between Global and the Company, or as precluding or limiting in any way the right of Global to render consulting or other services of any kind or nature whatsoever to any person or entity as Global, in its sole discretion, deems appropriate.

25 GENERAL

- 25.1 Notwithstanding the provisions of clause 10 above, unless the Company expressly and in writing forbids such disclosure, Global shall have the right to use the name of the Company and a broad description of the Project, as a reference in proposals or similar submissions which it make to prospective clients.
- 25.2 Either Party desiring to issue a news release, advertisement or other form of publicity concerning efforts in connection with this Agreement shall obtain the written consent of the other Party prior to the release of such publicity, which consent will not be unreasonably delayed or withheld.
- 25.3 The relationship between the Parties shall be one of the utmost good faith and each Party undertakes to observe the utmost good faith towards the other, and to act reasonably with respect to matters that relate to the Agreement.
- 25.4 This Agreement, or any SOW, may be executed in counterparts, each of which together constitutes a single agreement between the Parties thereto, but shall not be effective until each Party has executed at least one counterpart. Each such counterpart shall be deemed to be an original thereof, but all the counterparts shall together constitute the same instrument.
- 25.5 No latitude, extension or other indulgence which may be given or allowed by any Party ("the Grantor") to any other Party in respect of any obligation under the Agreement shall under any circumstances operate as a waiver or novation of, or otherwise affect, any of the Grantor's rights in terms hereof or arising herefrom, or preclude the

Grantor from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

- 25.6 The Parties agree that the rule of construction that the Agreement or any SOW shall be interpreted against the Party responsible for the drafting of the Agreement, shall not apply.
- 25.7 The Parties shall each pay their own costs of negotiating, drafting, preparing and implementing this Agreement.

26 REPRESENTATION

- 26.1 Global represents and warrants that it has the required power and necessary authority to enter into this Agreement and to consummate the transaction contemplated herein. The Global Representative, as defined in annexure A, warrants that s/he has the necessary authority to represent Global and to sign this Agreement on behalf of Global.
- 26.2 The Company represents and warrants that it has the required power and necessary authority to enter into this Agreement and to consummate the transaction contemplated herein. The Company Representative, as defined in annexure A, warrants that s/he has the necessary authority to represent the Company and to sign this Agreement on behalf of the Company.

27 DOMICILIUM CITANDI ET EXECUTANDI

- 27.1 The Parties select as their respective *domicilia citandi et executandi*, and for the purposes of giving or sending any notice provided for or required in terms of this Agreement, the addresses as described in annexure A, or such other address or telefax number as may be substituted by notice given as herein required.
- 27.2 Any notice addressed to a Party at its physical or postal address shall be sent by prepaid registered post, or delivered by hand, or sent by telefax.
- 27.3 Any notice shall be deemed to have been given:
 - 27.3.1 If posted by prepaid registered post, 7 (seven) days after the date of posting thereof;
 - 27.3.2 If hand delivered, on the day of delivery; or
 - 27.3.3 If sent by telefax, on the date and time of sending of such telefax, as evidenced by a fax confirmation printout.
- 27.4 Global and the Company may communicate with each other by electronic means; provided that electronic communication will not be acceptable for formal notices required to be given under this Agreement. Such communication is acceptable as a signed written notice to the extent permissible under any applicable law.
- 27.5 The provisions of this clause 27 are severable from the rest of the provisions of this Agreement and shall survive its termination and continue to be of full force.

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ANNEXURE A – REPRESENTATION AND DOMICILIA

Global Addresses:

Physical Address:	M03 Mamzar Lagoons Building, Al-Mamzar
Postal Address:	P.O.Box 90329 For attention: Consulting QRM Department
Telefax Number:	+97142965576 For attention: Consulting QRM Department
E-Mail Address:	

Global Representative:

Name:	Mr. Sanjay
Position:	Project Director
Contact Details:	+ 971502877423

Nulane Addresses:

Physical Address:	1 st Floor, East Wing, 11 Alice Lane, Sandton 2196 For attention: Mr. Dinesh Patel
Postal Address:	1 st Floor, East Wing, 11 Alice Lane, Sandton 2196 For attention: Mr. Dinesh Patel
Telefax Number:	086 733 1628 For attention: Mr. Dinesh patel
E-Mail Address:	projects@nulanesa.co.za

Company Representative:

Name:	Mr. Dinesh Patel
Position:	Projects Director
Contact Details:	011 784 8618

ANNEXURE B – GLOBAL CORPORATION BANKING

Name of bank:	National Bank of Abu Dhabi
Bank Address:	P.O.Box 45493, Sharjah, UAE
Currency of Account:	United States Dollars
Account holder:	Global Corporation LLC
Account number:	6202119780
SWIFT code:	NBADAEAASHA

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

ANNEXURE C – BACKGROUND TO THE PROJECT

This annexure describes the background to the Project, as contemplated in clause **Error! Reference source not found.** of this Agreement, but is included in this Agreement for information purposes only, and does not form part of this Agreement or confer obligations on either Party.

Mission Statement

South Africa’s rich and textured history, inform and guide the City for Tomorrow to be a community that meets the vital human needs of the present, while prepared to meet the needs of the future through balanced ecological, economic, and community systems.

The City for Tomorrow is a safe, healthy, and viable community for human interaction, education, employment, recreation, housing, commerce, and cultural development.

Guiding Principles:

The Free State Province desires the preparation and commissioning of a Master Plan and the schematic design for the City of Tomorrow. The high-level deliverables for the Project are listed below:

- Create a New Dynamic ‘Global City’
- Create a Green City (COP 17 - Climate Change Conference)
- Create a Healthy & Vibrant Community
- Create New Central Focus of the Province
- Improve Accessibility to City Services
- Provide Primary Residential Opportunity to Government Sector Employees
- Provide Affordable & Diverse Housing Options
- Provide Transit-Oriented Development
- Provide Housing Close to Employment Sectors
- Provide Jobs for 15-35 Years Age Group
- Improve Employment Opportunities to Appeal to College Educated and Others Making up “Brain Trust”
- Integrate Science and Technology Research & Development Hub for Education and Employment
- Utilize & Expand Upon Existing Rail and Power Infrastructure

Sustainability Vision

- Create a robust framework for a sustainable community;
- Maximize the use of microclimatic effects to enhance external thermal comfort;
- Deliver high quality public realm areas;
- Maximize energy efficiency and reduce carbon emissions across the site;
- Reduce car use and provide low emission and mass transportation options;
- Maximize water efficiency, reduce water consumption, and maximize water recycling;
- Promote sustainable waste management; and
- Establish procurement policies that specify products and materials with high sustainability performance.

Key Sustainability Themes

- Urban and Community Form;
- Energy;
- Water;
- Transportation and Mobility;
- Ecology and Landscape; and
- Material and Waste

ANNEXURE 'D' – PROJECT FEES & PAYMENT SCHEDULE

PROJECT FEES

The Total Contract Value is **US\$10million (US Dollars Ten million only)**.

PAYMENT SCHEDULE

Invoices for fees and expenses are presented monthly during the Project in accordance with a payment schedule to be agreed between the Parties.

The Project Cost will be paid by the Company to Global without deduction or set-off as follows:

1. Five (5) equal monthly instalments payable by the Company to Global in advance every month, commencing with the first payment within seven (7) days after the Company issues Global with a written "Notice to Proceed" and thereafter within seven (7) days upon delivery of each monthly milestone succeeding the month in which the commencement date occurs
2. The sixth and final payment will be paid in arrears sixty (60) days after global has presented its final deliverable to the Company and both parties have signed off on the Project as presented and delivered by Global.

Each instalment of the Project cost will be paid by the Company by Electronic Funds transfer into such Bank account as Global may notify in writing to the Company from time to time.

ANNEXURE “E” – FORM OF STATEMENT OF WORK (SOW)

<u>Day</u>	<u>Work Stream 1 Scope & Deliverables</u>	<u>Work Stream 2 Scope and Deliverables</u>
0	Visioning Workshop Regional Analysis Site Selection Opportunities and Constraints Conceptual Master Plan Alternatives	Workshop 1 Site Visit Programming Workshop Development of Finalized Programme Brief Preliminary Design Alternatives
30	Workshop 2 - Preferred Concept / Site Selection Preferred Master Plan Preferred Land Use Plan Open Space and Landscape Plan Concept Circulation and Transportation Plan Preliminary Character Images Preliminary Market Study Analysis Preliminary Transportation Strategies and Alternatives Preferred Conceptual Plan	Workshop 2 - On Site Project Envisioning Development of Refined Concept Alternatives Development of Preferred Alternatives Development Design Documentation & Report
60	Workshop 3 - Conceptual Plan Presentation Preferred Conceptual Plan Statistical Land Use Summary Preferred Land Use Diagram Preliminary Open Space and Amenities Diagram Preliminary Circulation Diagram Draft Concept Master Plan Resort Draft Concept Master Plan Presentation Final Concept Master Plan	Workshop 3 - Concept Design Presentation Begin Schematic Design Work Site Plans Floor Plans Building Elevations Building Sections Enlarged Floor Plans Reflected Ceiling Plans Exterior Detailing Interior Detailing Door and Window Schedules Mechanical Piping Plans Mechanical HVAC Plans Mechanical Equipment Schedules Electrical Power Plans Electrical Lighting Plans Telecommunication Plans Electrical Riser Diagrams Fire Alarm Rise Diagrams Structural Foundation Plans Structural Framing Plans Structural Details Structural Wall Sections Stair and Elevator Details
90	Concept Master Plan Presentation Final Master Plan Report Production Site Analysis Road Hierarchy and Accessibility Street Sections Land Use Plan and Statistical Summary Illustrative Plan Concept Landscape Design Phasing Diagram Preliminary Infrastructure Utilities Preliminary Security Diagram Preliminary Branding Concepts and Strategy Electronic Massing Model Artist Renderings Conceptual Development Design Character Images Phase 1 Strategic Land Use Plan Phase 1 Alternative Plans Develop Site Character Images	(Continuation of Workshop 3 deliverables from previous row)
120	Workshop 4 - Preferred Site Plan and Presentation Draft Circulation and Transport System Draft Site Design of Government Centre Draft Site Design of Community Facilities and Amenities Draft Site Design of Plaza/Parks/Public Realm Draft Site Design of Streetscapes/Sections	Workshop 4 - Schematic Design Progress Grading and Topographic Plans Utility Plans Storm Water Plans Civil Engineering Details Landscape Planting Plans

150 Draft Phase 1 Site Plan and Presentation

Circulation and Transportation System
Site Design of Government Centre
Site Design of Community Facilities and Amenities
Site Design of Plaza/Parks/Public Realm
Site Design of Streetscapes/Sections

Irrigation Plans
Planting Schedules

Schematic Level Performance Specifications

180 Final Phase 1 Site Plan Report and Guidelines

Workshop 5 - Handoff Meeting of 100% SD

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SIGNATURES

THUS DONE AND SIGNED at _____ by **Global** on this the _____ day of _____.

(Print Name in block letters)

Designation

Signature

For and on behalf of **Global** and duly authorised thereto.

AS WITNESSES:

1. _____

2. _____

THUS DONE AND SIGNED at _____ by the **Company** on this the _____ day of _____.

(Print Name in block letters)

Designation

Signature

For and on behalf of the **Company** and duly authorised thereto.

AS WITNESSES:

1. _____

2. _____
