ANNEXURE J – TEAMING AGREEMENT

entered between

Prime Contractor

(Registration number:)

and

Sub- Contractor

(Registration number:)

WHEREBY IT IS AGREED AS FOLLOWS:

1 BACKGROUND

1.1 The Parties have, because of their diverse, but complementary capabilities, determined that they wish to co-operate and jointly submit Proposals to Clients in response to any Opportunitieswhich may arise from time to time;

1.2 The Parties wish to collate and submit Proposals in accordance with and on the terms and conditions as set out in this Agreement.

2 DEFINITIONS AND INTERPRETATION

2.1 In this Agreement, unless clearly inconsistent with or otherwise indicated by the context the following words shall bear the following meanings assigned to them hereunder:

2.1.1 **"the/this Agreement"** means this agreement including any Schedules and/or annexures attached hereto and as amended from time to time;

2.1.2 **"Business Day"** means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa recognised as such under the Public Holiday Act, 1994 (Act No. 36 of 1994) as amended;

2.1.3 **"the Client/s"** means the party/ies identified in the particular Schedule(s) attached hereto from time to time;

2.1.4 **"Commencement Date"** means_____, notwithstanding the Date of Signature;

2.1.5 **"Cost Schedule"** means the agreement reached in respect of the division of costs and/or fees to be charged by each Party in respect of the Opportunity as set out in the Schedule hereto;

2.1.6 **"the Date of Signature"** means the date of signature of this Agreement by the last Party to sign;

2.1.7 "xxxxxxxxx" means xxxxxx, a private Company with limited liability duly registered and incorporated as such according to the company laws of the Republic of South Africa and having its principal place of business at xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

2.1.8 **"Effective Date"** means the effective date as stipulated in the Schedule, notwithstanding the Commencement Date or the Date of Signature hereof;

2.1.9 **"Intellectual Property"** means any copyright (whether registered or not), design rights, inventions (whether or not patented), logos, business names, service marks and trademarks (whether or not registered), internet domain names, moral rights, rights in databases, reports, drawings, methodologies, specifications, know-how, business methods, trade secrets and all other intellectual property rights and equivalent or similar forms of protection, existing anywhere in the world owned or licensed by a Party;

2.1.10 **"Opportunity/ies"** means a specific opportunity identified at the Client/s, either by means of a request for proposal, request for tender or other similar means, and in terms of which the Parties wish to submit a Proposal, and as more fully described in the relevant Schedule;

2.1.11 **"the Parties"** means **xxxxxx** and **xxxxxxx** collectively, and "Party" means any one of them as the context may indicate;

2.1.12 **"Prime Contract"** means any agreement entered into between the Client/s and the Party acting as Prime Contractor resulting from the Client's acceptance of a Proposal;

2.1.13 **"Prime Contractor"** means the Party, who in each particular situation shall have the primary responsibility for delivery of the services to a particular Client under and in terms of the Prime Contract;

2.1.14 **"the Project(s)"** means the work to be performed by the Parties on the basis and understanding as set out in the Prime Contract for the Client/s;

2.1.15 **"Proposal(s)"** means the proposal submitted to, or to be submitted to the Client/s in response to the Opportunity and which includes the Sub-Contract Deliverables;

2.1.16 **"Schedule(s)"** means the documents, approved by the Parties, which is incorporated in this Agreement in the form of an annexure, setting out the relevant details in respect of the Opportunity. Each respective Opportunity shall be clearly identified in the relevant Schedule and each Opportunity shall be consecutively numbered with the first Opportunity numbered as Schedule 1;

2.1.17 **"Sub-Contract"** means the subsequent agreement to be entered into between the Parties resulting from the Prime Contract and in respect of which the Party identified as the Sub-Contractor shall deliver the Sub-Contract Deliverables to the Prime Contractor;

2.1.18 **"Sub-Contract Deliverables"** means that portion of the Project to be carried out by the Party identified as a Sub-Contractor to the Prime Contractor in terms of the Sub-Contract and as included or to be included in the Proposal; and

2.1.19 **"Sub-Contractor"** means the Party identified as such in the Schedule who shall act as sub-contractor to the Prime Contractor and shall be responsible for the delivery of the Sub-Contract Deliverables in respect of the Project.

2.2 Any reference to the singular includes the plural and *vice versa*;

2.3 Any reference to natural persons includes legal persons and *vice versa*;

2.4 Any reference to a gender includes the other genders;

2.5 The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation;

2.6 The use of the word "including" or "includes" followed by a specified example/examples shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific examples;

2.7 Where appropriate, meanings ascribed to defined words and expressions in clause 2.1 above, shall impose substantive obligations on the Parties as provided for in the definition concerned;

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

2.9 Defined terms appearing in this clause 2 in title case shall be given their meaning as defined, unless the context otherwise indicates;

2.10 Terms other than those defined in this clause 2 and in lower case will be given their plain English meaning, unless the context otherwise indicates;

2.11 Schedules or annexures are deemed to have been incorporated herein and form an integral part hereof;

2.12 Unless specifically provided otherwise, any number of days prescribed shall be determined by excluding the first and including the last day, or where the last day falls on a day which is not a Business Day, the next succeeding Business Day;

2.13 If the due date for performance of any obligation in terms of this Agreement is a day which is not a Business Day, then (unless otherwise stipulated) the due date for the performance of the relevant obligation shall be the immediately preceding Business Day;

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

2.15 Any consent or approval required to be given by any Party in terms of this Agreement will not be unreasonably withheld;

2.16 Any notice required to be given by either Party to the other Party in terms of this Agreement shall, unless expressly otherwise provided herein, be in writing;

2.17 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.

3 TERM

3.1 This Agreement shall commence on the Commencement Date and shall continue to remain in full force and effect until terminated by either Party on 30 (thirty) days' notice, save that this Agreement will continue to apply in respect of all Schedules until such Schedules have terminated or expired in terms of this clause 3 or this Agreement;

3.2 Each Schedule shall commence on the Effective Date and terminate upon the earliest of the following, unless extended by mutual agreement between the Parties:

3.2.1 the Client makes any material modification or alteration to the Opportunity and the Parties agree in writing to withdraw from the Opportunity;

3.2.2 an official announcement by the Client that an award will not be made and the Client abandons or cancels the Opportunity;

3.2.3 upon notification by the Client of an unsuccessful Proposal;

3.2.4 the Sub-Contract is entered into between the Parties.

3.3 Termination in terms of clause 3.2 shall mean that the Schedule relevant to the Project has terminated but shall not affect any other Projects and their corresponding Schedules which shall survive and continue to be governed by these terms and conditions.

4 PREPARATION OF PROPOSAL, CO-OPERATION AND PRIME CONTRACT

4.1 The Parties shall each designate in writing, as listed in the Schedule hereto, one or more individuals within their own organisation as their representative(s) responsible for the direct performance of the Parties' necessary functions in respect of the Opportunity. Such representative(s) shall be responsible for meeting the requirements and responsibilities of the Parties under this Agreement;

4.2 The Party identified as the Prime Contractor shall prepare and submit a Proposal to the Client with the assistance from the Party identified as the Sub-Contractor. The Prime Contractor shall integrate the data provided by the Sub-Contractor and decide on the form and content of all documents submitted to the Client in consultation with the Sub-Contractor. The Prime Contractor shall endeavour to consult with the Sub-Contractor on all areas which directly concern or influence the Sub-Contractor. The Sub-Contractor may offer the Prime Contractor its advice and aid, and shall prepare the substantive content of its area of the Proposal. The Prime Contractor shall obtain agreement from the Sub-Contractor on the modification of any data or information provided by the Sub-Contractor. The Sub-Contractor cannot be held liable for any modified data or information unless the modification has been approved by the Sub-Contractor in writing;

4.3 The Sub-Contractor acknowledges that the Prime Contractor's ability to prepare and submit a

Proposal to the Client is dependent upon the Sub-Contractor's full and timely co-operation with the Prime Contractor and, where relevant, the Client, as well as the accuracy and completeness of any information and data the Sub-Contractor provides to the Prime Contractor. The Sub-Contractor shall, without limitation, provide the Prime Contractor with:

4.3.1 all necessary technical, financial and business data in respect of the Sub-Contract Deliverables; and

4.3.2 access to, and use of, such other information, data, documentation, personnel and assistance, as reasonably required by the Prime Contractor.

4.4 The Sub-Contractor shall promptly advise the Prime Contractor, but in any event not less than 5 (five) Business Days prior to the submission of the Proposal by the Prime Contractor to the Client, of any provisions of the Opportunity to which the Sub-Contractor takes exception. The Prime Contractor shall use its reasonable endeavours to negotiate such issues with the Client on behalf of, and with the assistance of the Sub-Contractor;

4.5 The Prime Contractor shall identify the Sub-Contractor as a proposed sub-contractor and shall describe the Sub-Contract Deliverables and the Parties respective responsibilities in terms of the Proposal;

4.6 The Sub-Contractor shall:

4.6.1 adhere to all reasonable standards, methods and procedures of the Prime Contractor and/or the Client;

4.6.2 not sub-contract any of the Sub-Contract Deliverables without the prior written consent of the Prime Contractor;

4.6.3 participate in all demonstrations, presentations, negotiations and/or discussions with the Client in which the Prime Contractor requires the Sub-Contractor's presence; and

4.6.4 assist the Prime Contractor insofar as it may be required by the Prime Contractor in marketing the Proposal to the Client.

4.7 The Prime Contractor shall be the prime contact in any negotiations with the Client in respect of the Proposal and the Project;

4.8 Neither Party shall be entitled to any remuneration for preparing any Proposal, presenting same to any Client or fulfilling its obligations set out in this Agreement.

5 RELATIONSHIP OF THE PARTIES

5.1 The Parties shall act as independent contractors in the performance of this Agreement. Neither Party shall act as agent for, nor partner of, the other Party for any purpose whatsoever, and the employees of one Party shall not be deemed the employees of the other Party;

5.2 Nothing in this Agreement 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 Party;

5.3 All contact with the Client in respect of the Proposals and the Projects shall be the responsibility of the Prime Contractor. The Sub-Contractor shall not initiate any contact with the Client or respond to any contact initiated by the Client, without the full knowledge, prior agreement and participation of the Prime Contractor. In the event that the Sub-Contractor is contacted directly by the Client, its representatives or consultants, the Sub-Contractor shall forward such request to the Prime Contractor for approval in terms of this clause 5.3;

5.4 Unless indicated to the contrary in the Schedule hereto, each Party shall co-operate exclusively with the other Party to prepare the Proposal and, if awarded to either Party, give effect thereto. Either Party shall not directly or indirectly respond to the Client on their own or in co-operation with any third party in respect to the Opportunities. Where either Party acts as Sub-Contractor in respect of the Opportunity, the Sub-Contractor shall not offer the relevant Sub-Contract

Deliverables directly or indirectly to the Client, any tenderer and/or contractor other than as the Sub-Contractor hereto.

6 WARRANTIES

6.1 Each Party warrants that:

6.1.1 it is experienced in the performance of services of a similar scope, complexity, size and sophistication as those it intends providing hereunder in respect of the Opportunity and that it possesses the high level of skill and expertise commensurate with that experience which it shall make fully available for the purposes of this Agreement;

6.1.2 it has the ability to provide goods, materials and/or services in accordance with the Clients technical and/or quality requirements;

6.1.3 it has the ability to provide goods, materials and/or services in accordance with the Clients pricing and/or procurement requirements;

6.1.4 all personnel of the Party are adequately trained to perform such obligations and possess suitable competence and experience for the proper carrying out of its obligations hereunder;

6.1.5 the execution of its obligations in terms of this Agreement or any part hereof shall not involve any infringement of any patent, trade secret, know-how, copyright or other intellectual property rights belonging to any third party;

6.1.6 all representations, warranties, information and data of each Party provided to the other Party in connection with this Agreement and contained in any Proposal shall be true and correct in all material respects;

6.1.7 to the best of its knowledge and belief it has disclosed to the other Party all facts and circumstances material to the transaction(s) contemplated in this Agreement; and

6.1.8 it shall not for a period of 6 (six) months following the termination of this Agreement for any reason whatsoever, become involved directly or indirectly in any business, whether for their own account or in conjunction with another party, in a business which competes with the business of the other Party hereto.

7 SUB-CONTRACT

7.1 The Parties acknowledge that the Proposal is an offer to the Client which is capable of acceptance by the Client. Each Party agrees not to amend in any material way its submission in respect of the Proposal without the consent of the other Party once the Proposal(s) has been submitted to the Client;

7.2 The Sub-Contractor agrees that it shall enter, when called upon to do so by the Prime Contractor and subject to the specific Client's approval of the Sub-Contractor as sub-contractor to the Prime Contractor, into a Sub-Contract with the Prime Contractor as soon as possible after the Prime Contractor is awarded the Project by the Client and, in any event, before the Prime Contractor executes the Prime Contract;

7.3 If the Parties have not concluded the Sub-Contract prior to the signing of the Prime Contract, they shall use their best endeavours to conclude the Sub-Contract within 30 (thirty) Business Days of the signing of the Prime Contract;

7.4 If the Parties execute the Sub-Contract in respect of the Project, the pricing principles for the Sub-Contract Deliverables shall be those as set out in the cost schedule contained in the Schedule. Save for instances where the Project scope changes substantially from that envisaged under the Proposal, the Sub-Contractor shall not be entitled to increase its prices set out in the Cost Schedule.

8 LIMITATION OF LIABILITY

Under no circumstances shall either Party be liable to the other for any damages and/or loss, including but not limited to, consequential, indirect, special, punitive or incidental damages, whether in contract or delict or otherwise, based on this Agreement, or any commitment performed or undertaken in terms of or in connection with this Agreement.

9 CONFIDENTIALITY

9.1 Each Party ("the Receiving Party") hereby undertakes to the other Party ("Disclosing Party"), for the continuance of this Agreement and for a period of 5 (five) years from termination of this Agreement:

9.1.1 to keep confidential Intellectual Property and all information, whether written (including information contained in electronic format) or oral concerning the business and affairs of the Disclosing Party, that it obtains or receives from the Disclosing Party (hereinafter referred to as "Information");

9.1.2 not to, without the Disclosing Party's written consent, disclose the Information in whole or in part to any person save –

9.1.2.1 its employees, agents and consultants involved in the implementation of this Agreement and who have a need to know the Information; and

9.1.2.2 the Client; and

9.1.3 to use the Information solely in connection with the implementation of this Agreement and not for any other purpose;

9.2 The provisions of clause 9.1 above shall not apply to the whole or any part of the Information which is:

9.2.1 already known to the Receiving Party without an obligation of confidence;

9.2.2 independently developed by the Receiving Party;

9.2.3 publicly available without breach of this Agreement;

9.2.4 lawfully received from a third party;

9.2.5 released for disclosure by the Disclosing Party with its written consent; or

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

9.3 The standard of care for protecting such Information, imposed on the Receiving Party, will be that degree of care the Receiving Party uses to prevent disclosure, publication or dissemination of its own proprietary or confidential Information;

9.4 If the Receiving Party is obliged to divulge any of the Information in terms of clause 9.2.6 above, it shall forthwith and before releasing the Information, inform the Disclosing Party of the obligation, in writing;

9.5 The Receiving Party undertakes to the Disclosing Party to make all relevant employees, agents and consultants aware of the confidentiality of the Information and the provisions of this clause 9 and to take all such steps as shall, from time to time, be necessary to ensure compliance by its employees, agents and consultants with the provisions of this clause 9;

9.5 For the avoidance of doubt, no provision of this Agreement should be construed in such a way that a Disclosing Party is deemed to have granted its consent to the Receiving Party to disclose the whole or any part of the Information in the event that the Receiving Party receives the request for the whole or any part of the Information in terms of the provisions of the Promotion to Access to Information Act, 2000 (Act No. 2 of 2000), as amended;

9.6 Upon termination of this Agreement for whatever reason, the Receiving Party shall return

forthwith to the Disclosing Party any and all Information and property (and all copies thereof) of the Disclosing Party which is in the Receiving Party's possession or under its control;

9.7 This clause 9 shall survive the termination of this Agreement for any reason whatsoever.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 Notwithstanding anything to the contrary contained herein, the Parties agree that nothing in this clause 10 shall operate to transfer ownership of any Intellectual Property belonging to a Party prior to the Commencement Date, or any Intellectual Property that is developed by a Party outside the terms of this Agreement;

10.2 Unless stipulated to the contrary in the Schedule, the Parties acknowledge that any and all Intellectual Property owned by, subsisting in or used by any of the Parties during the term of the Agreement shall remain the property of such Party and no license is hereby granted, directly or indirectly in respect of such Intellectual Property.

11 PUBLICITY

Any news release, public announcement, advertisement or publicity concerning this Agreement, the Proposals or any agreement entered into pursuant to, or as a consequence of this Agreement, made by one Party, will be subject to the prior written approval of the other Party, which approval shall not be unreasonably withheld. Any news releases made by either Party in terms of this clause 11 shall recognise the participation and contribution of the other Party.

12 BREACH AND TERMINATION

12.1 Either Party (hereinafter referred to as the "Aggrieved Party") may terminate this Agreement on 15 (fifteen) Business Days' notice to the other Party (hereinafter referred to as the "Defaulting Party") in the event that the Defaulting Party:

12.1.1 is placed under a provisional or final order of liquidation, business rescue or curatorship or a special resolution is passed for the winding-up of the Defaulting Party; or

12.1.2 commits or attempts to commit an act of insolvency, as defined in the Insolvency Act, 1936 (Act No. 24 of 1936), as amended; or

12.1.3 commits a material breach of this Agreement which is not remedied within 7 (seven) Business Days after written notice by the Aggrieved Party requiring the Defaulting Party to remedy such breach.

12.2 Any termination of this Agreement pursuant to this clause 12 shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party or the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

13 NON-SOLICITATION

Neither Party shall during the term of this Agreement and for a period of 12 (twelve) months following its termination, persuade, induce, encourage or procure any employee or consultant employed by or on behalf of the other Party (the "Non-Recruiting Party"), and which employee or consultant is directly involved in the execution of this Agreement, to become employed by or contracted to or be associated directly or indirectly in any manner whatsoever with the Party or in any business of the Party that is similar to or competitive with the Non-Recruiting Party's business.

14 DISPUTE RESOLUTION

14.1 In the event of any dispute, controversy or claim arising out of or related to this Agreement (hereinafter referred to as the “Dispute”), the Parties shall first attempt to resolve the Dispute by negotiation between the Parties. In the event the matter is not resolved by way of negotiation, the Parties agree to submit the Dispute to mediation by a mediator mutually selected by the Parties. If the Parties are unable to agree upon a mediator within 5 (five) Business Days from the date on which a Party demanded mediation in writing, then the mediator shall be appointed by the chairman for the time being of the Arbitration Foundation of Southern Africa (hereinafter referred to as "AFSA"). Such mediation shall be held in *camera*, in English, in Sandton, and in accordance with the rules determined by the mediator and the timeframes agreed to by the Parties and the mediator;

14.2 If the Parties fail to resolve the Dispute by way of mediation as referred to in clause 14.1 above, the Dispute shall be submitted to a court of competent jurisdiction;

14.3 The provisions of this clause 14 shall not preclude either Party from access to an appropriate court of law for interim relief for specific performance pending the outcome of the mediation in terms of this clause 14.

15 FORCE MAJEURE

15.1 Each Party shall be excused from performance in terms of this Agreement for any period and to the extent that it is prevented from performing any obligations pursuant to this Agreement, in whole or in part, as a result of a Force Majeure Event (as described in clause 15.2 below). If either Party is prevented from, or delayed in performing any of its obligations in terms of this Agreement by a Force Majeure Event, it shall promptly notify the other Party by telephone (to be confirmed in writing within 5 (five) Business Days of the inception of the delay) of the occurrence of a Force Majeure Event and describe, in reasonable detail, the circumstances constituting the Force Majeure Event and of the obligations, the performance of which are thereby delayed or prevented. Such Party shall also use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay;

15.2 Neither Party shall be liable for any default or delay in the performance of its obligations in terms of this Agreement if and to the extent that:

15.2.1 such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, rebellions or revolutions in any country or any other cause beyond the reasonable control of such Party;

15.2.2 the non-performing Party is without fault in causing such default or delay;

15.2.3 such default or delay could not have been prevented by reasonable precautions; and

15.2.4 such default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means.

15.3 Should either Party be unable to fulfil a material part of its obligations under this Agreement for a period in excess of 20 (twenty) Business Days due to a Force Majeure Event as defined in clause 15.2 above, the other Party may cancel this Agreement forthwith by written notice to the other Party.

16 DOMICILIA CITANDI ET EXECUTANDI

16.1 The Parties hereby select the address and representative respectively set out opposite its name below as its *domicilium citandi et executandi* and the address at which all notices, legal processes and other communications must be delivered for the purposes of this Agreement:

16.1.1 Prime Contractor's Name: xxxxxxxxxxxxxxx

Physical: xxxxxxxxxx

Postal: xxxxxxxxxx

Telefax: xxxxxxxxxx

and marked for the attention of:

16.1.2 Sub Contractor's Name:

Physical: xxxxxxxxxx

Postal: xxxxxxxxxx

Telefax: xxxxxxxxxx

and marked for the attention of:

16.2 Any formal notice to be given or to be made for any purpose under this Agreement shall be in writing and shall:

16.2.1 be delivered to the addressee's physical address in which event it shall be deemed to have been received when so delivered; or

16.2.2 be sent by registered post to the addressee's postal address, in which event it shall be deemed to have been received 7 (seven) Business Days after it has been posted; or

16.2.3 be sent by facsimile in which event it shall be deemed to have been received on the day it was sent.

16.3 Any of the Parties shall be entitled to change its respective *domicilium citandi et executandi* by giving 14 (fourteen) Business Days' written notice to the other, provided such address is a physical address within the Republic of South Africa;

16.4 This clause 16 shall not operate so as to invalidate the giving or receipt of any written notice which is actually received to the Party addressed other than by a method referred to in clause 16.

17 GENERAL

17.1 This Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof and supersedes all previous agreements, negotiations, representations and correspondence in respect of the subject matter of this Agreement;

17.2 No variations, inclusive of this clause 17.2, alteration or amendment of this Agreement shall be valid unless effected in writing and signed by both Parties. For the purposes hereof, a "written document" shall exclude any written document that is in the form, either wholly or partly, of a data message as defined in the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002) as amended, and "signed" shall mean a signature executed by hand with a pen and without any electronic process or intervention;

17.3 The failure of either Party to exercise any right under this Agreement, shall not be deemed to be a waiver of such right at a future time and the failure of either Party to cancel this Agreement for

breach or default, shall not be deemed a waiver of the right to do so for any subsequent breach or default of the other Party;

17.4 Neither Party shall be entitled to assign this Agreement, nor cede or delegate any of their rights or obligations in terms of this Agreement without the prior written approval of the other Party;

17.5 In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms shall be severable from the remaining provisions which shall remain of full force and effect. If any invalid, unlawful or unenforceable term is capable of amendment to render it valid, lawful or enforceable the Parties agree to negotiate, in good faith, such an amendment;

17.6 Subject to clause 14, the Parties hereby consent and submit to the jurisdiction of the South Gauteng Division of the High Court of the Republic of South Africa, in any dispute arising from or in connection with this Agreement;

17.7 This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa;

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

17.9 Each Party warrants to the other Party that it has the power, authority and legal right to sign and perform this Agreement and that this Agreement has been duly authorised by all necessary actions and constitutes valid and binding obligations on it in accordance with the terms of this Agreement.

SIGNED at ……**……..** ……. on the …….**..**…… day of.....**2025**.

AS WITNESSES:

1. _____

2. _____

on behalf of xxxxxxxxx, **Prime Contractor**

who warrants his authority to act herein

SIGNED at …**…….** on the ……..…..… day of.....**2021**.

AS WITNESSES:

1. _____

2. _____

on behalf of **xxxxxxxxxxxxxxx (Pty) Ltd, Sub-Contractor**

who warrants his authority to act herein

SCHEDULE A

Name of Client:	
Effective Date:	
Project/Opportunity:	
Name Prime Contractor:	
Name Sub-Contractor:	
Exclusivity Provisions:	This Agreement shall be an exclusive agreement between the Parties for the specified Proposal. Prime Contractor warrants and represents that the contracted works for this Proposal shall be provided exclusively by the Sub-Contractor. This clause shall not be construed as intending to restrict of restrain trade.
Responsibilities of the Prime Contractor:	Prime the Tender and Provide lead on the implementation
Prime Contractor Works:	
Sub-Contractor Allocated Work/s:	
Value in Rand(s) of the Sub-Contracted Work/s:	
State the percentage (%) of works allocated to Sub-Contractor:	
State the estimated duration of the agreement	
Any plan to absorb, grow and sustaining the Sub-Contractor	

Prime Contractor (Representative) Signature

Date:

Sub-Contractor (Representative) Signature

Date