

SERVICE LEVEL AGREEMENT

Between

TRILLIAN MANAGEMENT CONSULTING PTY LTD

23, Melrose Boulevard, Melrose Arch, Johannesburg, Gauteng-2196

Registration number: 2015/111709/07

(the "Principal")

and

ZESTILOR PTY LTD

Registration number: 2011/008985/07

Unit B-B001G, Ground floor, Block B, 4 Kikuyu Road, Sunninghill, 2000

("The Consultant")

Handwritten initials or signatures.

WHEREAS the Principal is a private company involved in the business Advisory, Information Technology, Business Intelligence and end user workplace support;

AND WHEREAS the Principal wishes to appoint the Consultant to provide certain services in the arena of Information Technology including but not limited to, business consulting, procurement of software and hardware requirements as directed by the principal;

AND WHEREAS the Consultant has agreed to provide the goods and services requirements to the Principal in accordance with the terms and conditions contained herein;

NOW THEREFORE the Parties agree as follows:

1. INTERPRETATION

1. In this Agreement:

1.1 clause headings are for convenience and are not to be used in its interpretation;

1.2 unless the context indicates a contrary intention, an expression which denotes:

1.2.1 any gender includes the other genders;

1.2.2 a natural person includes a juristic person and *vice versa*;

1.2.3 the singular includes the plural and *vice versa*; and

1.2.4 any number of days will be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next business day.

2. DEFINITIONS

Unless the context requires otherwise:

2.1 this/the "Agreement" shall mean this Agreement entered into and concluded by the Parties together with all annexures attached hereto.

2.2 "Commencement Date" shall mean 01 August 2016.



- 2.3 the "Principal" shall mean Trillian Management Consulting (Pty) Ltd and any subsidiary, associate or affiliate of the Principal in Southern Africa.
- 2.4 The "Goods and Services" shall mean to provide goods and services as directed by the Principal
- 2.5 the "Parties" shall collectively mean the parties described on the title page of this Agreement and "Party" shall have a corresponding meaning, when referred to either party individually.
- 2.6 "Signature Date" shall mean the date on which the last of the Parties signing this agreement, so signs.

3. ENGAGEMENT

- 3.1 The Principal hereby engages the Consultant to provide the Goods and Services and the Consultant accepts such engagement on the terms and conditions set out in this Agreement.
- 3.2 The Parties agree that the Consultant has or may have other interest in the consulting industry.

4. DURATION

- 4.1 Irrespective of the Signature Date, this Agreement shall commence on the Commencement Date and continue to be of full force and effect until 28th February 2017, unless terminated by either Party by giving 90 (ninety) days' written notice of its intention to terminate to the other Party.

5. OBLIGATIONS

- 5.1 For the duration of this Agreement, the Consultant shall:
- 5.1.1 provide the Goods and Services to the Principal. Notwithstanding anything contained herein, these Services shall include any consultancy services as directed by the Principal.
- 5.2 Should the need therefore arise, the Principal may utilise the services of the Consultant for negotiating and structuring, on behalf of the Principal, a contract resulting from the Services.
- 5.3 The Parties agree that the relationship established by this Agreement is not exclusive and the Consultant may present any business opportunity identified by it to any of its other customers, however, the right of first refusal shall rest with the Principal.

6. CONSIDERATION

- 6.1 The agreed-upon contract value for the duration of this agreement is limited to R200 000 000.00 (Two hundred Million Rand Only)
- 6.2 In consideration for the Goods (Software and Hardware) components, the Principal shall pay to the Consultant an equal amount of R150 000 000.00 (One hundred and fifty million rand only) excluding VAT
- 6.3 In consideration for the Services component, the Principal shall pay to the Consultant an equal amount of R50 000 000.00 (Fifty million rand only) excluding VAT

7. CONSIDERATION TERMS

The consideration shall be allocated as follows:

- 7.1 The Principal shall forthwith against signature hereof advance a payment of R100 000 000.00 (One hundred million rand only) to the consultant.
- 7.2 The balance shall be paid based on time and material billing.

8. CONFIDENTIALITY

- 8.1 The Consultant shall not, for the duration of this Agreement, except so far as may be necessary for the proper performance of the Consultant's duties and responsibilities, or as may be required by law disclose to any person, any confidential information which the Principal from time to time communicate to it or which comes to its knowledge as a consequence of the work to be performed by the Consultant in terms of this Agreement and which is stated to be or by its nature is intended to be kept confidential.
- 8.2 If the Consultant is uncertain about whether information is to be treated as confidential, they shall be obligated to treat it as such until clearance in writing is obtained from the Principal.
- 8.3 The terms of this Agreement are strictly confidential and will not be disclosed by the Consultant to any other person, provided that the Consultant shall be obligated to disclose the contents of this Agreement to any person who is legally entitled to the information.

[Handwritten initials]

9. BREACH

Should either Party breach any of the terms and conditions of this Agreement, then the other party shall be entitled, if the first party has failed to remedy such breach within a period of 14 (fourteen) days after receipt of written notice by the other party requiring him/it to do so, to cancel this Agreement against the first party or to claim performance of the first party's obligations, without prejudice to any other rights as the aggrieved party may have at law.

10. ADDRESSES FOR LEGAL PROCESS AND NOTICES

10.1 The Parties choose for the purposes of this Agreement the following addresses and telefax numbers:

The Principal: 23, Melrose Boulevard, Melrose Arch, Johannesburg, Gauteng, 2196

10.1.1 The Consultant: Unit B- B001G, Ground Floor, Block B, 4 KIKUYU ROAD, SUNNINGHILL, 2000.

Telefax number: 011 325 6901

Any legal process to be served on either party may be served on it at the address specified for it in clause 10.1 and it chooses that address as its domicillium citandi et executandi for all purposes under this Agreement.

10.2 Any notice or other communication to be given either of the Parties in terms of this Agreement shall be valid and effective only if it is given in writing, provided that any notice given by telefax shall be regarded for this purpose as having been given in writing.

10.3 A notice to either party which is sent by prepaid registered post in a correctly addressed envelope to the address specified for it in clause 10.1 shall be deemed to have been received (unless the contrary is provided) within 14 (fourteen) days from the date on which it was posted.

10.4 Each notice by telefax to a party at the telefax number specified for it in clause 10.1 shall be deemed to have been received (unless the contrary is proved) within 4 (four) hours of the beginning of the next Business Day after it is transmitted, it is transmitted outside those business hours.

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10.5 Notwithstanding anything to the contrary in this clause 10 a written notice or other communication actually received by a party (and for which written receipt has been obtained) shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.

10.6 Either party may be written notice to the other party change its address or telefax number for the purposes of this clause 10 to any other address (other than to post office box number) provided that the change shall become effective on the seventh day after receipt of the notice

11. ASSIGNMENT

11.1 The Parties may not cede any of their rights or delegate any obligation in terms of this Agreement to any third party without the prior written consent of the other Party.

12. GENERAL

12.1 No rule of construction shall be applied to the disadvantage of a Party to this

12.2 Agreement because that Party was responsible for or participated in the preparation of this Agreement or any part of it;

12.3 This Agreement is subject to South African Law and the parties agree to the jurisdiction of and process of arbitration in accordance with the rules of the Arbitration Foundation of Southern Africa ("AFSA") by an arbitrator nominated by the secretariat of AFSA.

12.4 If any provision of this Agreement, which is not material to its efficacy as a whole is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the entitlement provisions shall not in any way be affected or impaired thereby.

12.5 This Agreement constitutes the complete Agreement between the Parties and supersedes any prior agreement of any kind between the Parties.

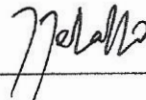
12.6 Neither of the Parties shall have a claim or right of action arising from any undertaking, representation or warranty not included in this Agreement.

12.7 No agreement to vary, add to or cancel this Agreement shall be of any force or effect unless recorded in writing and signed by or on behalf of all the Parties.



- 12.8 The Parties shall co-operate with each other and execute and deliver to the other Party such other instruments and documents and take such other actions as may be reasonable requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.
- 12.9 Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect of any act or omission prior to such termination.
- 12.10 Each Party shall pay its own costs incurred by it to its attorneys and other professional advisers for the preparation and signing of this Agreement and its appendices.

Signed at Melrose on 17/08/2016



FOR: the Principal

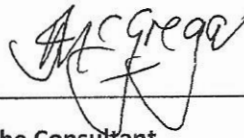
TRILLIAN MANAGEMENT CONSULTING (PTY) LTD

Signatory: Tebogo Leballo

Capacity: GFD

Authority: Executive Director

Signed at MELROSE on 17 AUG 2016



FOR: the Consultant

ZESTILOR (Pty) Ltd

Signatory: IAN MCGREGOR

Capacity: DIRECTOR

Authority: