



10704194



**MANAGED CASH IN TRANSIT AGREEMENT
ENTERED INTO BY AND BETWEEN**

SEDIBENG DISTRICT MUNICIPALITY herein represented by
YUNUS CHAMDA in his capacity as the Municipal Manager, duly appointed
thereto, (hereinafter referred to "the Customer");

AND

THE STANDARD BANK OF SOUTH AFRICA LIMITED,
Registration Number 1962/000738/06)
(hereinafter referred to "SBSA").

1. PARTIES

1.1 The parties to the Agreement are:

1.1.1 The Standard Bank of South Africa Limited; and

1.1.2 Sedibeng District Municipality.

2. DEFINITIONS

2.1 In this agreement, unless clearly inconsistent with or otherwise indicated by the context:

2.1.1 "Agreement" means the agreement set out in this document and the appendices hereto

as well as any future amendments as agreed in writing between the parties;

- 2.1.2 **"Annexures"** means any document approved in writing by the parties, which is from time to time incorporated in this Agreement in the form of appendices. These documents may be amended from time to time, in writing, by mutual agreement between the parties;
- 2.1.3 **"AutoSafe Device"** means an automated cash deposit machine that validates notes with an electronic audit trail;
- 2.1.4 **"Bag"** means a tamper evident bag that is approved by the CIT Company;
- 2.1.5 **"Business Day"** means a day when banks are open for business in South Africa, excluding any public holiday or Sunday;
- 2.1.6 **"CIT Company"** means the PSIRA registered cash in transit company appointed by SBSA to transport money from and to the premises of the Customer from and to SBSA's or its representative cash centres or branches;
- 2.1.7 **"Container"** means cross pavement carrier used by the CIT Company to move the Bag securely;
- 2.1.8 **"Customer"** means Sedibeng District Municipality, constituted in terms of Section 155, of the Constitution of the Republic of South Africa, 1996 and established in terms of section 12 of the Local Government: Municipal Structures Act 117 of 1998, herein represented by Yunus Chamda in his capacity as Municipal Manager he being duly authorised thereto;
- 2.1.9 **"Customer's Account"** means the Standard Bank banking account nominated by the Customer, into which the Customer will deposit and/or withdraw the money and from which fees will be recovered, which banking details will be provided to SBSA in writing;
- 2.1.10 **"Customer Stores"** means the list of all the stores/premises listed in Annexure "A", which annexure may be amended from time to time, in writing;
- 2.1.11 **"Effective Date"** means the date of last signature of this Agreement;
- 2.1.12 **"Fees"** means the various fees for the Services attached as Annexure "A";
- 2.1.13 **"Money"** means coins, bank notes and cheques denoted in South African currency and any other negotiable instruments deposited from time to time by the Customer;
- 2.1.14 **"Official Documentation"** means any documents the customer must sign to evidence the transfer of the Bag to the CIT Company to transit the money, incorporating to whom the Bag was handed, how many Bags, and when the CIT Company collected the Bags, and any further information SBSA requires in this regard;

- 2.1.15 **"Parties"** means SBSA and the Customer and each individual shall be referred to as the "party";
- 2.1.16 **"PSIRA"** means Private Security Industry Regulatory Authority of South Africa, registered in terms of the Private Security Industry Regulation Act No. 56 of 2001, for purposes of regulating for the purposes of regulating the private security industry in South Africa;
- 2.1.17 **"Police"** means the South African Police Services;
- 2.1.18 **"SBSA"** means The Standard Bank of South Africa Limited, (Registration Number 1962/000738/06), a public company duly incorporated with limited liability according to the company laws of the Republic of South Africa and herein represented by Thabo Mokoto in his capacity as Head of Business Development for the Public Sector he being duly authorised thereto;
- 2.1.19 **"Services"** means the services rendered by SBSA, that are described in Clause 5.1 below which includes inter alia, the transportation of Money from or to the Customer and to or from SBSA, or its representative cash centre or branch from time to time;
- 2.1.20 **"Transit"** means any conveyance, movement or transportation of the money from the time it is immediately handed over to the CIT Company up until such time it reaches the Customer or SBSA including its representative cash centres and branches, and including cross pavement carriers; and
- 2.1.21 **"VAT"** means value-added tax levied in terms of the Value-Added Tax Act No. 89 of 1991, as amended.
- 2.2 Any reference in this Agreement to legislation or subordinate legislation is to such legislation or subordinate legislation at the date of signature hereof and as amended and/or re-enacted from time to time.
- 2.3 Words importing the singular shall include the plural, and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders, and *vice versa*, and words importing natural persons shall include legal persons, and *vice versa*.
- 2.4 The head notes to the clauses to this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 2.5 When any number of day's are prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or Public Holiday, in which case the last day shall be the next succeeding day which is a Business Day.
- 2.6 No provision herein shall be construed against or interpreted to the disadvantage of any party by reason of such party having or being deemed to have structured, drafted or introduced such provision.

Attention : Head: Group Legal Division
Telephone : (011) 636 2650
Facsimile : (011) 636 8277

23.2.2 The Customer : Cnr Beaconsfield and Leslie Avenue
Vereeniging
1930

P.O. Box 471
Vereeniging
1930

Telephone : (016) 450 3000
Facsimile : (016) 455 2573

23.3 Any written notices required in terms of clause 23 shall only be satisfied if such notice is given in a written, paper based form. The provisions of the Electronic Communications and Transactions Act 25 of 2002 are expressly excluded from the provisions of clause 23. Any other written notices in connection with this Agreement shall be addressed:

23.4 Any notice given in terms of this Agreement shall be in writing and shall:

23.4.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

23.4.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 8th Business Day following the date of such posting;

23.4.3 if transmitted by facsimile be deemed to have been received by the addressee 1 Business Day after despatch;

23.4.4 if sent electronically, shall be deemed to have been received on the first business day following the successful transmission thereof as evidenced by the electronic confirmation of receipt (unless the contrary is proven). It is recorded for the avoidance of doubt that a legal notice sent by a party shall not be regarded as valid legal notice, if sent electronically in terms of this clause 23.4.4.

23.5 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by a party at its chosen *domicilium* address set out above shall be an adequate written notice of communication to such party.

24. COUNTERPARTS

This Agreement may be signed in counterparts and the copies signed in counterpart shall constitute the Agreement. This shall include faxed copies of this document.

25. COSTS

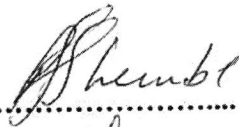
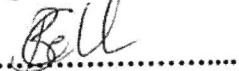
Each party shall pay its own cost of negotiating, drafting, preparing and implementing this Agreement.

THUS DONE AND SIGNED AT VEREENIGING ON THIS THE.....^{10th}DAY OF MARCH 2014.

.....
YUNUS CHAMDA



AS WITNESSES:

1. 
2. 

THUS DONE AND SIGNED AT VEREENIGING ON THIS THE.....DAY OF MARCH 2014.

THABO MOKOTO



AS WITNESSES:

1. 
2. 

Dm.

ANNEXURE "A"

Cash in Transit pricing per month

Site name	Frequency of collection	Address	Fee excluding VAT	Fee including VAT
Vereeniging LSC	5	4 Newton Duncanville	R 2 476	R 2 822
Van Der Bijlpark LSC	5	Rudi Kloppe building, Frikkie Meyer Blvd, Van der bijlpark	R 2 476	R 2 822
Van Der Bijlpark VTS	2	C/O Frikkie Meyer Blvd and Mamelodi street, Van Der bijlpark	R 1 845	R 2 104
Meyerton LSC	5	Arrie Norval street, Meyerton	R 2 476	R 2 822
Heidelberg LSC	5	Civic centre C/O Louw and Vervoerd streets, Heidelberg	R 2 476	R 2 822
Head office	2	C/O Leslie street and Beaconsfield	R 1 845	R 2 104
Fresh Produce Market	6	Lager Avenue	R 2 647	R 3 017

Consumables pricing

Consumables once off payment	Fee excluding Vat	Fee including Vat
Wall unit	R 102	R 116.28
Dallas chip (fob)	R 189.00	R 215.46
Consumables- Security Bags	Fee excluding Vat	Fees including VAT
Bags for cash medium notes- cost per bag	R 4.44	R 5.06
Bags for cheques small notes- cost per bag	R 3.06	R 3.49
Bags for coin- cost per bag	R 5.26	R 6.00
Bags for large amounts- costs per bag	R 5.75	R 6.56
Envelopes for cheques and credit cards- costs per envelope	R 0.64	R 0.73
Drop cash bags pack of 200	R 124	R 141.36

ANNEXURE "B"

Section A: CASH IN TRANSIT PROCEDURES

1. Daily Cash in Transit (CIT) issues

- 1.1 The daily CIT issues should be addressed to CITSupport@standardbank.co.za

2. Escalation of daily CIT issues

- 2.1 All escalated issues are to be raised to Standard Bank central telephone number **0860 111 628** or CITSupport@standardbank.co.za

Provide the following information:

- Store trading name
- Store code
- Full address, including shop number in a centre
- Telephonic contact details and where possible cell number

The Support Centre would provide the store with a reference number and take the issues up with G4S. Feedback would be provided within **24 working hours** from time the call was logged

3. Opening of new Customer Store

- 3.1 Obtain the following detailed information from the store:

- Store trading name
- Store code
- Full address, including shop number in a centre
- Telephonic contact details and where possible cell number/s of management
- Manager details
- Store opening date
- Proposed standard consumables, delivery monthly e.g. stoploss and drop bags

- 3.2 Send above information to CITSupport@standardbank.co.za **10 Business Days** before the opening of the store.

- 3.3 SBSA will advise G4S to:

- Contact the site manager and arrange a meeting
- Have a JD (job description) signed by the management which includes the daily CIT collection time, day to day G4S contact details for e.g. order consumable, late collection or delivery
- Deliver initial monthly consumables, as per requested

- 3.4 If the opening date has been **postponed**, please send a message to CITSupport@standardbank.co.za or phone **0860 111 628** **2 days prior** to the original opening date to advise G4S of the new opening date.

3.5 Invoicing for the new store will be one month in arrears.

4. Closing of existing store

4.1 Obtain the following detailed information from the store:

- Store trading name
- Store code
- Full address, including shop number in a centre
- Telephonic contact details and where possible cell number/s of management
- Manager details
- Closing date of the store
- Address, contact name and telephone number for delivery of deposit slips the following day

4.2 Send above information to CITSupport@standardbank.co.za **10 Business Days** before the closing of the store or phone **0860 111 628**

4.3 If the closing date has been **postponed**, please send a message to CITSupport@standardbank.co.za or phone **0860 111 628 2 days prior** to the original closing date to advise G4S to continue to collect cash until the closing date

5. Termination of existing CIT service

Please note one full calendar month notice is required to terminate a current CIT collection



CERTIFICATE OF AUTHORITY

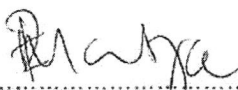
I, the undersigned, certify that:

BEN PRETORIUS, Head, Business Development, Public Sector; and/or
THABO MOKOTO, Head, Business Development, Public Sector; and/or
BONGI KUNENE, Head, Public Sector, Business Banking; and/or
DONOVAN STEENKAMP, Head, Transform, Business Banking; and/or
JEAN OCHSE, Head, Business Banking; and/or
CRAIG POLKINGHORNE, Head, Commercial Banking; and/or
MARIUS LE ROUX, Head, Value Chain Optimisation, Business Banking,

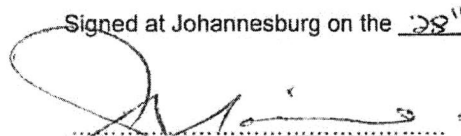
Personal and Business Banking, a division of The Standard Bank of South Africa Limited ("the Bank"), is hereby authorised on behalf of the Bank for the period 1 March 2014 to 28 February 2015 to sign tenders for the provision of banking services.

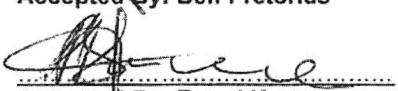
Certified in terms of the resolution passed by the board of directors of The Standard Bank of South Africa Limited on 14 August 2013.

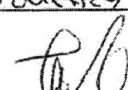
Signed at Johannesburg on the 12 day of FEBRUARY 2014

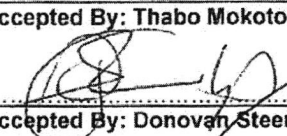

.....
FUNEKA MONTJANE
CHIEF EXECUTIVE
PERSONAL AND BUSINESS BANKING
THE STANDARD BANK OF SOUTH AFRICA LIMITED

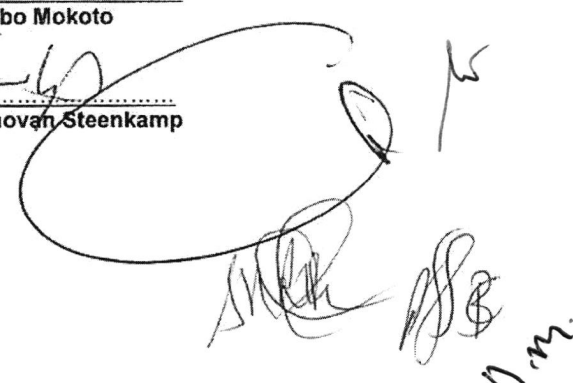
Signed at Johannesburg on the 28th day of FEBRUARY 2014


.....
Accepted By: Ben Pretorius


.....
Accepted By: Bongi Kunene


.....
Accepted By: Thabo Mokoto


.....
Accepted By: Donovan Steenkamp

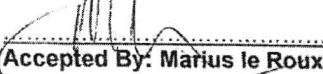

D.M.



Accepted By: Jean Ochse



Accepted By: Craig Polkinghorne



Accepted By: Marius le Roux

Ref No. A039/2014

Certificate of Authority only valid if issued by Group Governance Office and has a valid reference number.



Large circular stamp with multiple signatures and initials. The initials 'D.M.' are visible at the bottom right.



**BANKING SERVICES AGREEMENT ENTERED INTO
BY AND BETWEEN**

SEDIBENG DISTRICT MUNICIPALITY

AND

THE STANDARD BANK OF SOUTH AFRICA LIMITED

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J.m.

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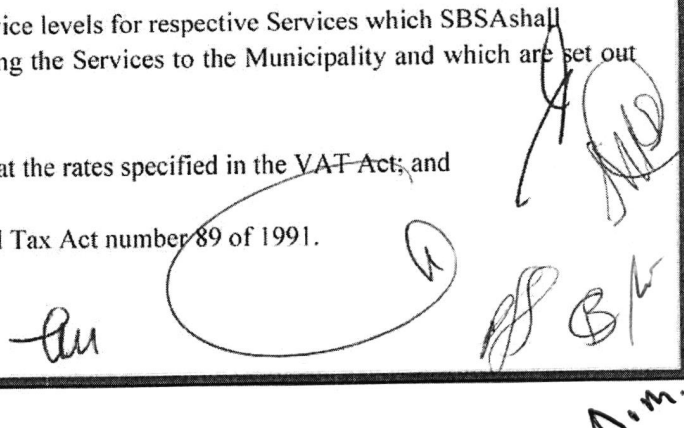
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Dr. m.

1 DEFINITIONS

- 1.1 The headings to the clauses, schedules and annexures of this Agreement are for reference purposes only and shall in no way govern or affect the interpretation of nor modify nor amplify the terms of the Agreement nor any clause, schedule or annexure thereof.
- 1.2 Unless the context indicates otherwise, the words and expressions set out below shall bear the following meanings and cognate expressions shall bear corresponding meanings:
- 1.2.1 **"Agreement"** means the agreement as set out in this document together with any annexure hereto, the LOA, the Proposal, the Product Terms and conditions and the RFP;
- 1.2.2 **"Business Day"** means Monday to Friday between the hours of 08:00 to 16:30, excluding Saturdays, Sundays or a day which from time to time is proclaimed public holiday in South Africa;
- 1.2.3 **"Calendar Month"** means being a period from the first to the last day of a month (e.g. 1 January to 31 January);
- 1.2.4 **"Confidential Information"** means information defined as such in clause 15 below;
- 1.2.5 **"Contact Person"** means the relevant person appointed by SBSA and the Municipality from time to time, to oversee the execution of this Agreement and whose name will be notified to the other Party in writing;
- 1.2.6 **"CPI"** means the weighted average Consumer Price Index as determined by Statistics South Africa from time to time for a period of twelve months immediately preceding the effective date for the increase of the Fees;
- 1.2.7 **"Disclosing Party"** means the Party that discloses its Confidential Information to the other Party in terms of this Agreement;
- 1.2.8 **"Effective Date"** means the 1 July 2013.
- 1.2.9 **"Fees"** means the consideration that the Municipality shall pay to SBSA for the rendering of the Services, which shall be computed as set out in the Proposal;
- 1.2.10 **"Intellectual Property"** means all intellectual property rights, whether or not registerable, including but not limited to copyright, patents, proprietary material, trademarks, design, know-how, trade secrets, new proprietary and secret concepts, methods, techniques, processes, adaptations, ideas, technical specifications and testing methods;
- 1.2.11 **"Invoice"** means the original tax invoice in the form of a monthly bank statement prepared by SBSA reflecting the consideration or the adjusted consideration (if any) owing by the Municipality to SBSA or debited by SBSA against the Nominated Bank Account and which conforms to the provisions of the VAT Act;
- 1.2.12 **"LOA"** means the letter of acceptance in terms of which the Municipality advised SBSA of its appointment, subject to the conclusion of this Agreement;

DM.

- 1.2.12.1 **"Municipality"** means Sedibeng District Municipality a local municipality constituted in terms of Section 155, of the Constitution of the Republic of South Africa, 1996, and herein represented by Mr Yunus Chamda in his capacity as Municipal Manager he being duly authorised thereto;
- 1.2.13 **"Nominated Bank Account"** means the Municipality's bank account held at SBSA's branch office and notified by the Municipality to SBSA in writing as the account that SBSA must debit for the payment of monthly Fees;
- 1.2.14 **"Parties"** means SBSA and the Municipality and "a Party" shall as the context requires, be either of them;
- 1.2.15 **"Prime Rate"** means the publicly quoted variable basic rate of interest per annum, compounded monthly in arrears, ruling rate from time to time at which Standard Bank lends on overdraft, such rate to be calculated on the basis of a 365 (three hundred and sixty five) day year, irrespective of the fact that the applicable year may be a leap year, and such rate to be proved *prima facie* by means of a certificate under the hand of any executive manager of SBSA whose appointment and authority need not to be proved;
- 1.2.16 **"Product Terms and Conditions"** means standard terms and conditions for respective products which SBSA shall provide to the Municipality under this Agreement;
- 1.2.17 **"Proposal"** means the written response of SBSA to the RFP issued by the Municipality;
- 1.2.18 **"Receiving Party"** means the Party to which Confidential Information is disclosed in terms of this Agreement;
- 1.2.19 **"RFP"** means the formal written invitation issued by the Municipality inviting registered banks to submit proposals to the Municipality in respect of the rendering of banking services to the Municipality under the tender number 8/2/3/11-2012;
- 1.2.20 **"SBSA"** means The Standard Bank of South Africa Limited, (Registration Number 1962/000738/06), a public company duly incorporated with limited liability according to the company laws of the Republic of South Africa and herein represented by Thabo Makoto in his capacity as Head: Business Development: Public Sector, he being duly authorised thereto;
- 1.2.21 **"Services"** means the banking services that SBSA shall render to the Municipality in terms of this Agreement and which are set out in clause 5 below and further detailed in the Proposal;
- 1.2.22 **"Service Levels"** means the standard service levels for respective Services which SBSA shall comply with in rendering the Services to the Municipality and which are set out in the Proposal;
- 1.2.23 **"VAT"** means value added tax at the rates specified in the VAT Act; and
- 1.2.24 **"VAT Act"** means the Value Added Tax Act number 89 of 1991.
- 

- 1.3 Any reference in this Agreement to legislation or subordinate legislation is to such legislation or subordinate legislation at the date of signature hereof and as amended and/or re-enacted from time to time.
- 1.4 Words importing the singular shall include the plural, and vice versa, words importing the masculine gender shall include the feminine and neuter genders, and vice versa, and words importing natural persons shall include legal persons, and vice versa.
- 1.5 The rule of construction that, in the event of ambiguity, the contract shall be interpreted against the party responsible for the drafting thereof, shall not apply in the interpretation of this Agreement.
- 1.6 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day.

2 APPOINTMENT

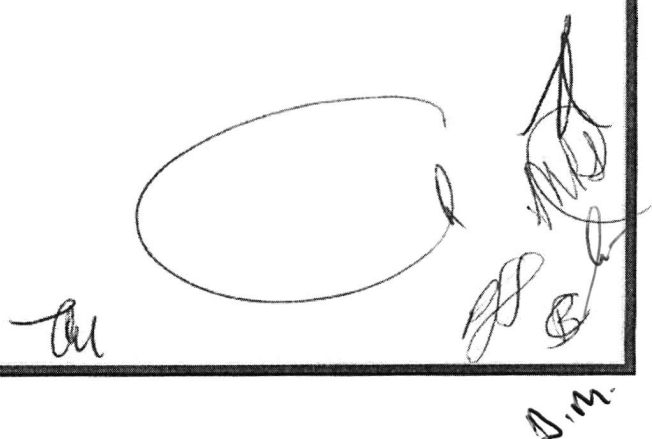
The Municipality hereby appoints SBSA, with effect from the Effective Date, which hereby accepts the appointment, to render the Services to the Municipality on the terms and conditions of this Agreement.

3 DURATION

- 3.1 Notwithstanding the date of signature, this Agreement shall commence on the Effective Date and shall thereafter remain in full force and effect for a period of 3 years terminating on 30 June 2016, subject to the right of either Party to terminate it in terms of the applicable breach provisions of this Agreement, or subject to any renewal of this agreement.
- 3.2 In the event the Municipality elects to renew this Agreement for a further 12 months, they shall do so by way of written notice to SBSA by no later than 2 months prior to the expiration of this Agreement, whereafter the Parties will conclude an addendum to this Agreement.

4 PRECEDENCE

- 4.1 The documents listed hereunder forms part of this Agreement and in the event of a conflict the order of precedence for the interpretation thereof shall be:
- 4.1.1 the Product Terms and Conditions;
- 4.1.2 this Agreement;
- 4.1.3 the LOA;
- 4.1.4 the Proposal; and
- 4.1.5 the RFP.

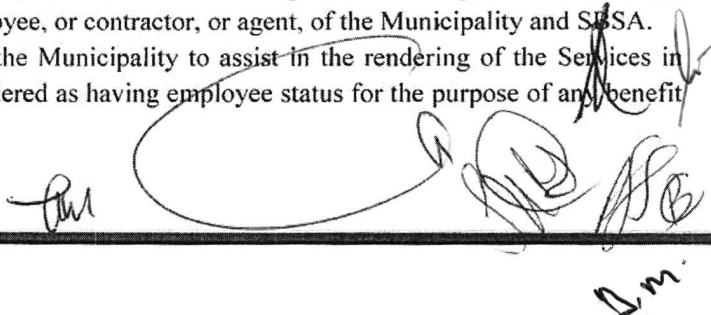


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5 THE SERVICES

- 5.1 The Services that SBSA shall render to the Municipality in terms of this Agreement are set out in the Proposal including, but not limited to:
- 5.1.1 transactional banking services;
 - 5.1.2 business online;
 - 5.1.3 liquidity management solutions; and
 - 5.1.4 general banking services.
- 5.2 The Parties shall, where and when necessary, vary the Services in writing by agreement from time to time.
- 5.3 The Municipality undertakes to duly complete and sign all necessary documents and to do all such things as are required by SBSA for the purposes of opening of bank accounts. The Municipality undertakes, in this regards, to comply with all requirements of SBSA for opening of bank accounts stipulated by the Financial Intelligence Centre Act 38 of 2001.
- 5.4 The Municipality acknowledges that SBSA shall not render the Services to the Municipality until the Municipality has duly completed the documents, and complied with all requirements, contemplated in clause 5.3 above.

6 SERVICE LEVELS

- 6.1 SBSA shall perform the Services in accordance with the SBSA which includes the following:
- 6.1.1 using the appropriate level of skill, care and diligence in performing the Services;
 - 6.1.2 utilising staff that are adequately trained, qualified and skilled to perform the Services;
 - 6.1.3 notifying the Municipality within a reasonable time, should SBSA be unable to render the Services for any reason whatsoever, and advising the Municipality on how such situation will be remedied;
 - 6.1.4 using the proper systems (hardware and software) to provide the Services;
 - 6.1.5 assuming professional and technical responsibility for the performance of the Services, which will be in accordance with recognised professional service providers performing work of a comparable nature; and
 - 6.1.6 endeavouring to constantly improve and enhance the quality of the Services during the course of this Agreement.
- 6.2 Nothing in this Agreement will be interpreted or construed as creating or establishing the relationship of employer and employee between any employee, or contractor, or agent, of the Municipality and SBSA.
- 6.3 Any consultant or contractor supplied by the Municipality to assist in the rendering of the Services in terms of this Agreement shall not be considered as having employee status for the purpose of any benefit applicable to SBSA employees generally.
- 

- 6.4 Where SBSA has to render the Services at the Municipality's premises, SBSA will render the Services at the addresses notified to SBSA by the Municipality in writing.

7 FEES

- 7.1 In consideration for the rendering of the Services, the Municipality shall pay to SBSA the fees as set out in the Proposal.
- 7.2 The Fees shall be fixed and firm for a period of 1 year from the date on which such fees become effective. Standard Bank shall be entitled to increase the Fees annually on 1 July of each year, provided that such increase shall be subject to CPI related increases and that the initial increase shall take effect on 1 July 2014.
- 7.3 Subject to clause 5.2, if the Municipality wants SBSA to render additional services to the Municipality, which do not form part of the Services, SBSA shall render such services at its then negotiated prices.
- 7.4 The Parties acknowledge that the Fees are based on the scope of the Services and the Service Levels as stipulated in the proposal. Consequently, any material change in the nature of the Services shall be undertaken by mutual agreement between the Parties and may result in the fees being varied by SBSA. Should the Parties not be able to reach agreement on any amendment to the Services, the Services shall remain as specified in the proposal and shall continue to be performed in accordance with the Service Levels, with the fees as set out in the proposal being payable.

8 INVOICING AND PAYMENT

- 8.1 The fees referred to in clause 7 above shall be deducted by SBSA at the end of each month from the nominated bank account. SBSA will submit to the Municipality a monthly invoice substantiating the amount deducted from the nominated bank account for that month.
- 8.2 In the event that SBSA is unable to deduct fees as envisaged in clause 8.1 above, payment of invoices shall be:
- 8.2.1 made into SBSA's nominated bank account within 30 days of the invoice date failing which;
- 8.2.2 Fees paid later than the Invoice date will accrue interest at the Prime Rate;
- 8.3 The fees shall be paid by the Municipality without any set-off or deduction.
- 8.4 The Municipality's liability towards SBSA will be deemed to be met when the payment is reflected in SBSA's account.
- 8.4.1 All original invoices must be sent to the Municipality at the address:

P.O. Box 471
Vereeniging
1930

AM

D.M.

ANNEXURE "B"

Section A: CASH IN TRANSIT PROCEDURES

1. Daily Cash in Transit (CIT) issues

1.1 The daily CIT issues should be addressed to CITSupport@standardbank.co.za

2. Escalation of daily CIT issues

2.1 All escalated issues are to be raised to Standard Bank central telephone number **0860 111 628** or CITSupport@standardbank.co.za

Provide the following information:

- Store trading name
- Store code
- Full address, including shop number in a centre
- Telephonic contact details and where possible cell number

The Support Centre would provide the store with a reference number and take the issues up with G4S. Feedback would be provided within **24 working hours** from time the call was logged

3. Opening of new Customer Store

3.1 Obtain the following detailed information from the store:

- Store trading name
- Store code
- Full address, including shop number in a centre
- Telephonic contact details and where possible cell number/s of management
- Manager details
- Store opening date
- Proposed standard consumables, delivery monthly e.g. stoploss and drop bags

3.2 Send above information to CITSupport@standardbank.co.za **10 Business Days** before the opening of the store.

3.3 SBSA will advise G4S to:

- Contact the site manager and arrange a meeting
- Have a JD (job description) signed by the management which includes the daily CIT collection time, day to day G4S contact details for e.g. order consumable, late collection or delivery
- Deliver initial monthly consumables, as per requested

3.4 If the opening date has been **postponed**, please send a message to CITSupport@standardbank.co.za or phone **0860 111 6282** **days prior** to the original opening date to advise G4S of the new opening date.

3.5 Invoicing for the new store will be one month in arrears.

4. Closing of existing store

4.1 Obtain the following detailed information from the store:

- Store trading name
- Store code
- Full address, including shop number in a centre
- Telephonic contact details and where possible cell number/s of management
- Manager details
- Closing date of the store
- Address, contact name and telephone number for delivery of deposit slips the following day

4.2 Send above information to CITSupport@standardbank.co.za **10 Business Days** before the closing of the store or phone **0860 111 628**

4.3 If the closing date has been **postponed**, please send a message to CITSupport@standardbank.co.za or phone **0860 111 628 2 days prior** to the original closing date to advise G4S to continue to collect cash until the closing date

5. Termination of existing CIT service

Please note one full calendar month notice is required to terminate a current CIT collection



CERTIFICATE OF AUTHORITY

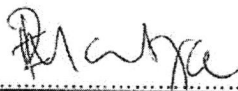
I, the undersigned, certify that:

BEN PRETORIUS, Head, Business Development, Public Sector; and/or
THABO MOKOTO, Head, Business Development, Public Sector; and/or
BONGI KUNENE, Head, Public Sector, Business Banking; and/or
DONOVAN STEENKAMP, Head, Transform, Business Banking; and/or
JEAN OCHSE, Head, Business Banking; and/or
CRAIG POLKINGHORNE, Head, Commercial Banking; and/or
MARIUS LE ROUX, Head, Value Chain Optimisation, Business Banking,

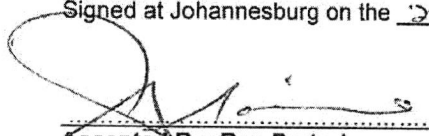
Personal and Business Banking, a division of The Standard Bank of South Africa Limited ("the Bank"), is hereby authorised on behalf of the Bank for the period 1 March 2014 to 28 February 2015 to sign tenders for the provision of banking services.

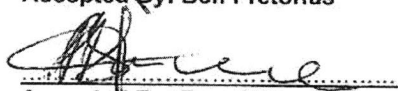
Certified in terms of the resolution passed by the board of directors of The Standard Bank of South Africa Limited on 14 August 2013.

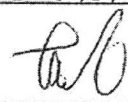
Signed at Johannesburg on the 12 day of FEBRUARY 2014

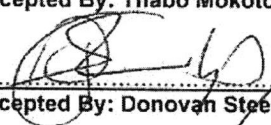

.....
FUNEKA MONTJANE
CHIEF EXECUTIVE
PERSONAL AND BUSINESS BANKING
THE STANDARD BANK OF SOUTH AFRICA LIMITED

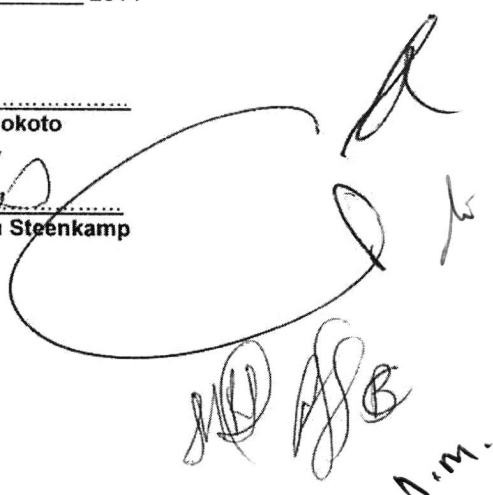
Signed at Johannesburg on the 28th day of FEBRUARY 2014


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Accepted By: Ben Pretorius


.....
Accepted By: Bongki Kunene

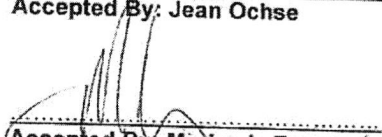

.....
Accepted By: Thabo Mokoto


.....
Accepted By: Donovan Steenkamp


S.M.

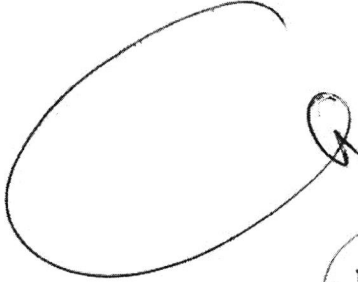
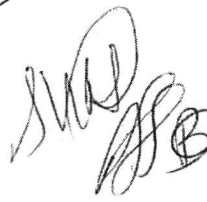

Accepted By: Jean Ochse


Accepted By: Craig Polkinghorne


Accepted By: Marius le Roux

Ref No. A039/2014

Certificate of Authority only valid if issued by Group Governance Office and has a valid reference number.



D.M.



**MANAGED CASH IN TRANSIT AGREEMENT
ENTERED INTO BY AND BETWEEN**

SEDIBENG DISTRICT MUNICIPALITY herein represented by
YUNUS CHAMDA in his capacity as the Municipal Manager, duly appointed
thereto, (hereinafter referred to "the Customer");

AND

THE STANDARD BANK OF SOUTH AFRICA LIMITED,
Registration Number 1962/000738/06
(hereinafter referred to "SBSA").

1. PARTIES

1.1 The parties to the Agreement are:

1.1.1 The Standard Bank of South Africa Limited; and

1.1.2 Sedibeng District Municipality.

2. DEFINITIONS

2.1 In this agreement, unless clearly inconsistent with or otherwise indicated by the context:

2.1.1 "Agreement" means the agreement set out in this document and the appendices hereto

as well as any future amendments as agreed in writing between the parties;

- 2.1.2 **"Annexures"** means any document approved in writing by the parties, which is from time to time incorporated in this Agreement in the form of appendices. These documents may be amended from time to time, in writing, by mutual agreement between the parties;
- 2.1.3 **"AutoSafe Device"** means an automated cash deposit machine that validates notes with an electronic audit trail;
- 2.1.4 **"Bag"** means a tamper evident bag that is approved by the CIT Company;
- 2.1.5 **"Business Day"** means a day when banks are open for business in South Africa, excluding any public holiday or Sunday;
- 2.1.6 **"CIT Company"** means the PSIRA registered cash in transit company appointed by SBSA to transport money from and to the premises of the Customer from and to SBSA's or its representative cash centres or branches;
- 2.1.7 **"Container"** means cross pavement carrier used by the CIT Company to move the Bag securely;
- 2.1.8 **"Customer"** means Sedibeng District Municipality, constituted in terms of Section 155, of the Constitution of the Republic of South Africa, 1996 and established in terms of section 12 of the Local Government: Municipal Structures Act 117 of 1998, herein represented by Yunus Chamda in his capacity as Municipal Manager he being duly authorised thereto;
- 2.1.9 **"Customer's Account"** means the Standard Bank banking account nominated by the Customer, into which the Customer will deposit and/or withdraw the money and from which fees will be recovered, which banking details will be provided to SBSA in writing;
- 2.1.10 **"Customer Stores"** means the list of all the stores/premises listed in Annexure "A", which annexure may be amended from time to time, in writing;
- 2.1.11 **"Effective Date"** means the date of last signature of this Agreement;
- 2.1.12 **"Fees"** means the various fees for the Services attached as Annexure "A";
- 2.1.13 **"Money"** means coins, bank notes and cheques denoted in South African currency and any other negotiable instruments deposited from time to time by the Customer;
- 2.1.14 **"Official Documentation"** means any documents the customer must sign to evidence the transfer of the Bag to the CIT Company to transit the money, incorporating to whom the Bag was handed, how many Bags, and when the CIT Company collected the Bags, and any further information SBSA requires in this regard;

- 2.1.15 **"Parties"** means SBSA and the Customer and each individual shall be referred to as the "party";
- 2.1.16 **"PSIRA"** means Private Security Industry Regulatory Authority of South Africa, registered in terms of the Private Security Industry Regulation Act No. 56 of 2001, for purposes of regulating for the purposes of regulating the private security industry in South Africa;
- 2.1.17 **"Police"** means the South African Police Services;
- 2.1.18 **"SBSA"** means The Standard Bank of South Africa Limited, (Registration Number 1962/000738/06), a public company duly incorporated with limited liability according to the company laws of the Republic of South Africa and herein represented by Thabo Mokoto in his capacity as Head of Business Development for the Public Sector he being duly authorised thereto;
- 2.1.19 **"Services"** means the services rendered by SBSA, that are described in Clause 5.1 below which includes inter alia, the transportation of Money from or to the Customer and to or from SBSA, or its representative cash centre or branch from time to time;
- 2.1.20 **"Transit"** means any conveyance, movement or transportation of the money from the time it is immediately handed over to the CIT Company up until such time it reaches the Customer or SBSA including its representative cash centres and branches, and including cross pavement carriers; and
- 2.1.21 **"VAT"** means value-added tax levied in terms of the Value-Added Tax Act No. 89 of 1991, as amended.
- 2.2 Any reference in this Agreement to legislation or subordinate legislation is to such legislation or subordinate legislation at the date of signature hereof and as amended and/or re-enacted from time to time.
- 2.3 Words importing the singular shall include the plural, and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders, and *vice versa*, and words importing natural persons shall include legal persons, and *vice versa*.
- 2.4 The head notes to the clauses to this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 2.5 When any number of day's are prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or Public Holiday, in which case the last day shall be the next succeeding day which is a Business Day.
- 2.6 No provision herein shall be construed against or interpreted to the disadvantage of any party by reason of such party having or being deemed to have structured, drafted or introduced such provision.

3. INTRODUCTION

- 3.1 SBSA provides a next day banking delivery Service, whereby SBSA collects and delivers the Customer's money to and from SBSA through the use of a CIT Company. To minimise the risk of loss or damage to the money, the Customer wishes to make use of the Services.
- 3.2 The Customer hereby appoints SBSA, which accepts the appointment, to provide the Customer with the Services on the terms and conditions contained in this Agreement.
- 3.3 The Customer acknowledges that the Services provided by SBSA are not risk free and as such, the Customer will take out and maintain comprehensive insurance cover for the loss or damage to money.

4. DURATION

This Agreement shall commence on the date of signature of the last party signing and shall terminate on 30 June 2016, subject to the provisions of clauses 13 and 14 below.

5. SBSA'S OBLIGATIONS

- 5.1 SBSA's Service involves the transit of the money from the Customer's stores and delivery of the money to SBSA in accordance with the Customer's instructions, from time to time.
- 5.2 Subject to clause 6.1.12 below, SBSA will endeavour to assist with the request of the Customer to recover its money. The practices and procedures of the South African Reserve Bank will apply and no guarantees or sureties shall be given by SBSA in this regard.
- 5.3 Further to clause 5.2 above, SBSA shall only be liable for the relevant exchange fees, payable to the South African Reserve Bank, if the cross pavement carrier safety unit activation was caused by and as a direct result of the CIT Company's gross negligence.
- 5.4 It is agreed that the CIT Company shall not be obliged to verify that the Customer's employees and representatives have been duly authorized to act on behalf of the Customer.
- 5.5 All and any equipment and materials of whatsoever description belonging to the CIT Company and/or SBSA, supplied to or allocated to the Customer, for whatever reason, in relation to this Agreement, *inter alia*, but not limited to safes and the like, will during the currency of this Agreement and thereafter remain the sole property of the CIT Company and/or SBSA, respectively.
- 5.6 SBSA and the CIT Company will complete all investigations into losses and report back to the Customer within 60 days of the loss being reported to SBSA by the Customer or SBSA informing the Customer of the loss. The Customer is to provide to SBSA proof of handing over to the CIT Company or receipt of delivery, and any other material information.
- 5.7 SBSA shall collect, convey, store and deliver money in accordance with its operating procedure as amended from time to time.

- 5.6 The serial number on the bag will be scanned in and serial number will be electronically transmitted to SBSA.
- 5.7 SBSA will ensure that the bags delivered to the Customer, for the AutoSafe Device are not damaged. If the Customer hands a damaged bag to the CIT Company, it must insert the bag into a manual stop loss CIT bag before transit.
- 5.8 SBSA will immediately report the loss of any money to the police as soon as the loss is discovered by SBSA and the Customer shall at all times co-operate with SBSA, the CIT Company and police to ensure the prosecution and conviction of the perpetrator. It is specifically agreed, with regard to this condition, that time is of essence.

6. CUSTOMER'S OBLIGATIONS

- 6.1 The Customer hereby undertakes that it shall at all times:
- 6.1.1 ensure that for the purpose of transit or storage of its money, the money is placed in locked and sealed bags. The Customer shall not modify or alter the bags in any way;
- 6.1.2 ensure that before delivery of the bags to SBSA or vice versa that the person to or from whom the Customer delivers or receives the bags, is a *bona fide* representative of the CIT Company by requesting that person to produce their company identity document;
- 6.1.3 ensure that both it and the CIT Company representative sign the official documentation when the bags are handed over;
- 6.1.4 not sign the official documents if the bag is damaged. If the Customer signs the official documents for a damaged bag, then the Customer will be liable for any losses it incurs;
- 6.1.5 correctly record the serial numbers on the CIT Company's official document;
- 6.1.6 ensure that on receipt of delivery of the bags from the CIT Company they are undamaged and that their seals and locks are unbroken and locked;
- 6.1.7 place any bags which are damaged or have broken seals in a secure environment until such time as the senior authorised representative of the CIT Company and the Customer has checked the contents of the damaged bags;
- 6.1.8 verbally inform SBSA of any loss of any money which has been handed over or received, as soon it comes to the Customer's attention, send written confirmation of the same to SBS within 15 days;
- 6.1.9 implement and/or adhere strictly to all reasonable security measures prescribed by SBSA from time to time in relation to the performance of the Services as per Annexure "B";
- 6.1.10 co-operate in the stopping of payment of all cheques and/or other negotiable instruments in the event of any loss or damage occurring, in addition to any other reasonable measures which could be taken by the Customer to mitigate such loss or damage;

- 6.1.11 not insert more than the agreed maximum value of money into a container for transit by the CIT Company, which maximum value is R250 000.00. Further the Customer shall be liable for any losses or damages suffered in excess of such maximum value. For the purposes of this clause, the face value of crossed cheques shall not be included in determining the maximum value;
- 6.1.12 use any equipment and materials allocated by CIT Company and/or SBSA with diligence and care and only for the intended purpose of such item. The Customer will not, acquire ownership of or any other rights to any equipment and materials allocated by the CIT Company and/or SBSA in terms of this Agreement; and
- 6.1.13 keep those equipment and/or material in its possession free of all liens and rights of retention from third parties.
- 6.2 By signing the official documents, the Customer confirms that the bags have not been tampered with, are undamaged, and that the serial numbers on the bags are correctly recorded.

7. RISK

- 7.1 Risk in the money, whilst at the Customer store or in transit, shall remain vested in the Customer, until such time as receipt of the money has been acknowledged at SBSA, in writing.
- 7.2 Risk in cheques and/or any negotiable instruments will at all times remain with the Customer. The Customer will prepare a schedule of the cheques to be handed to SBSA. If any cheques go missing, the Customer shall be responsible for contacting its clients and advising them of the details of any missing cheques and obtaining replacement cheques where necessary.

8. CHARGES AND PAYMENT

- 8.1 In consideration for the Services to be rendered by SBSA, the Customer shall pay SBSA the monthly fee and any other charges incurred as set out in Annexure "A" on receipt of an invoice from SBSA.
- 8.2 Fees and charges levied in terms of this Agreement shall be reviewed annually, and shall be increased as agreed by the parties, which increase will be recorded in writing.
- 8.3 The Customer shall pay the fees for Services, without any deduction or set-off and free of exchange, bank commission or charges, monthly in advance, by no later than 7th of the month.
- 8.4 The Customer shall pay the fees for ad-hoc consumables monthly in arrears by no later than 7th of the subsequent month.

9. LIMITATION OF LIABILITY

- 9.1 SBSA shall not be held responsible:

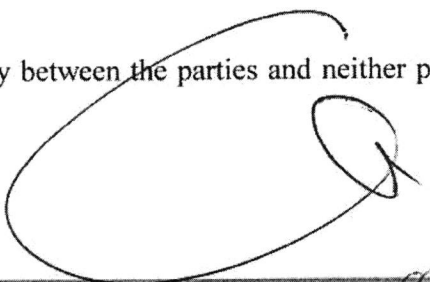
- 9.1.1 for any damages, losses or expenses suffered by the Customer in consequence of the Services, unless that loss was caused by the grossly negligent or intentional actions of its employees; or
- 9.1.2 for discrepancies occasioned by any acts or omissions of whatsoever nature of employees of the Customer appointed to carry out the duties on behalf of the Customer.
- 9.2 The CIT Company will accept liability for any loss or damage suffered by the Customer pursuant to or during the provision of services by the CIT Company in the event that such loss or damage is as a direct result of the negligence of or theft by the CIT Company employees, acting within the course and scope of their employment, and occurs while the money is in the custody of the CIT Company.
- 9.3 Notwithstanding anything to the contrary contained in this Agreement, the parties shall not be liable to each other for any indirect or consequential loss or damage, including without limitation, loss of profit, revenue, anticipated savings, business transactions, or goodwill or other contracts whether arising from negligence or breach of contract.

10. CONFIDENTIALITY

- 10.1 Except as otherwise provided in this clause, the terms and conditions of this Agreement, all data, reports, records and other information of any kind whatsoever developed or acquired by any party in connection with this Agreement (confidential information) shall be treated by the parties as confidential. No party shall reveal or otherwise disclose such confidential information to any third party without the prior written consent of the other party hereto. The foregoing restrictions shall not apply to the disclosure of necessary confidential information to employees and advisors of the parties. Any third party that may become privy to such information shall first undertake in writing to protect the confidential nature thereof.
- 10.2 The confidentiality undertaking in this clause 10 shall not apply in respect of confidential information within the public domain or a party's knowledge at the commencement of this Agreement or to disclosure required to satisfy the order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time.
- 10.3 The parties shall not at any time during the term of this Agreement, release any statement to the press, or make any other public statement of any nature which could reasonably be expected to be published in any media regarding the relationship or the subject matter of this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 10.4 This clause shall survive the termination of this Agreement.

11. NATURE OF RELATIONSHIP

This Agreement does not create a partnership, joint venture or agency between the parties and neither party shall be liable for the debts of the other party, howsoever incurred.



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12. **FORCE MAJEURE**

- 12.1 If either party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement by any cause beyond the reasonable control of that party, including, without limitations, acts of God, civil commotion, riots, insurrection, acts of government, fire, explosion, the elements, epidemics, governmental embargoes or like causes (*force majeure*), the party so affected shall, to the extent so prevented, be relieved of its obligations hereunder during the period of such events and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damage either general, special or consequential which the other party may suffer due to or resulting from such delay or failure; provided always that written notice of the occurrence constituting *force majeure* shall be given within 24 hours by the affected party.
- 12.2 The parties agree that, should *force majeure* last more than 6 weeks, the party who has not invoked *force majeure* to excuse any non-performance of its obligations may terminate this Agreement by giving 10 days' written notice to the other party.

13. **BREACH**

Should any party (defaulting party) commit a breach of any provision of this Agreement and fail to remedy such breach, or if the breach is not capable of remedy, failing to implement such other action acceptable to the other party, within 14 days of receiving a written notice from the other party (aggrieved party) requiring the defaulting party to do so, the aggrieved party shall be entitled in addition to its other remedies in law or in terms of this Agreement to cancel this Agreement forthwith and without prejudice to its rights to claim damages; provided that if the defaulting party commits two or more breaches of any provision of this Agreement in any 6 month period of this Agreement, the aggrieved party shall be entitled without prejudice to any of its other rights or remedies in law or under this Agreement to terminate this Agreement forthwith without further notice to the defaulting party.

14. **TERMINATION**

- 14.1 Either party may terminate this Agreement on 2 month's written notice to the other party, only after the expiry of the Initial Period.
- 14.2 Notwithstanding anything to the contrary contained herein, either party shall be entitled to terminate this Agreement immediately if the other party:
- 14.2.1 takes steps to place itself, or is placed in liquidation, whether voluntary or compulsory or under business rescue in either case whether provisionally or finally; or
 - 14.2.2 takes steps to deregister itself or is deregistered; or
 - 14.2.3 commits an act which would be an act of insolvency as defined by the Insolvency Act of 1936 as amended from time to time if committed by a natural person; or
 - 14.2.4 fails to satisfy a judgment in excess of R1,000,000.00 entered against itself within 21 business days after it becomes aware of the judgement, except if it provides evidence on an on-going basis to the

reasonable satisfaction of the other party that steps have been initiated within the 21 business days to appeal, review or rescind a judgment and to procure suspension of execution of the judgment and that such steps are being expeditiously pursued; the period of 21 business days shall run from the date on which the judgment becomes final, or the date on which the attempt to procure the suspension of the execution fails.

- 14.3 Notwithstanding the provisions of clause 4.1, SBSA shall be entitled within 30 days of the effective date, to terminate this Agreement in writing for whatsoever reason, in which event SBSA shall repay to the Customer all charges received in respect of which no Services have been rendered.
- 14.4 Termination of this Agreement will not relieve a party of obligations imposed upon such party by statute or regulation or by this Agreement prior to its termination.
- 14.5 If, for whatever reason, SBSA continue to provide the Services to the Customer at any time after the date of termination of this Agreement, at the election of the Customer, SBSA shall do so on the same terms and conditions set out in this Agreement, for the agreed limited period which will be reduced to writing.

15. CESSION AND ASSIGNMENT

- 15.1 Neither party shall be entitled to cede, assign, transfer or make over any of their rights or obligations in terms of this Agreement without obtaining the prior written consent of the other party, which shall not be unreasonably withheld.
- 15.2 Any cession or assignment agreed to by a party will not relieve the other party of any obligations with respect to any covenant, condition, or obligation required to be performed by that party under this Agreement.
- 15.3 Notwithstanding the provisions of clause 15.1, the CIT Company may delegate its obligations in terms of this Agreement to any of its subsidiaries or associated companies.

16. IMPLEMENTATION AND GOOD FAITH

The parties undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or conducive to the giving of effect to the terms, conditions and import of this Agreement.

17. VALUE ADDED TAX

- 17.1 All amounts quoted in this Agreement are exclusive of VAT.
- 17.2 The parties agree that they will comply with the provisions of the VAT Act and all rulings published by the South African Revenue Services in terms thereof.

18. GOVERNING LAW

The laws of the Republic of South Africa shall govern the validity, interpretation and performance of this Agreement and the courts of South Africa shall have sole jurisdiction.

19. SEVERABILITY

The invalidity, illegality or unenforceability of any of the provisions of this Agreement shall not affect the validity, legality and enforceability of the remaining provisions of this Agreement.

20. NO WAIVER

The failure of either party to insist upon the strict performance of any provision of this Agreement or to exercise any right, power or remedy consequent upon a breach hereof shall not constitute a waiver by such party to require strict and punctual compliance with each and every provision of this Agreement.

21. ENTIRE AGREEMENT AND VARIATION

21.1 This document embodies the entire Agreement between the parties hereto.

21.2 No amendment or variation of any of the provisions of this Agreement shall be of any force or effect unless reduced to writing and signed by both parties. This requirement will only be satisfied if such amendment or variation is made in a written, paper based form. The provisions of the Electronic Communications and Transactions Act 25 of 2002 are expressly excluded from this clause.

22. DISPUTE RESOLUTION

22.1 If a dispute of any nature arises between the parties, including in regard to the interpretation of, the effect of, the parties' respective rights or obligations hereunder, a breach of or the termination of this Agreement, then, upon written request of either party, each of the parties will appoint a senior representative whose task it will be to meet for the purposes of resolving such dispute. Such representatives will discuss the matter in dispute and negotiate in good faith in an effort to resolve the dispute on amicable terms within 14 days. No formal proceedings may be commenced until the designated representatives conclude in good faith that an amicable resolution of the matter is not likely to occur.

22.2 Should the representatives of the parties be unable to resolve a dispute in accordance with the foregoing, such dispute will be submitted to and decided by a court of competent jurisdiction or, upon Agreement between the parties, by arbitration in terms of this clause 22.1.

22.3 The arbitrator shall be appointed by the parties, and failing agreement, shall be nominated by the Chairman for the time being of the Johannesburg Bar Council.

- 22.4 The arbitration shall be held at Johannesburg.
- 22.5 The arbitration shall be held in accordance with the Arbitration Act 42 of 1965 of the Republic of South Africa and any statutory modification or re-enactment thereof.
- 22.6 The arbitrator shall be entitled to:
- 22.6.1 determine and settle the formalities and procedures, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence;
- 22.6.2 investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with any matter referred to him for decision;
- 22.6.3 decide the matters submitted to him according to what he considers just and equitable in all the circumstances, having regard to the purpose of this Agreement; and
- 22.6.4 make such award, including an award for specific performance, an interdict, damages or a penalty or the costs of arbitration or otherwise as he in his discretion may deem fit and appropriate.
- 22.7 The arbitration shall be held as quickly as possible after it is demanded, with a view to it being completed within 30 days after it has been so demanded.
- 22.8 This clause is severable from the rest of the Agreement and shall therefore remain in effect even if this Agreement is terminated.
- 22.9 This clause 22 shall not preclude any party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 22.10 The parties hereby consent to the non-exclusive jurisdiction of the High Court of South Africa in respect of the proceedings in this clause 22, where applicable, and the above Court shall have jurisdiction to enforce any award made by an arbitrator under this clause 22.

23. NOTICES AND *DOMICILIUM*

- 23.1 The parties choose as their *domicilia citandi et executandi* (address for purpose of legal proceedings and legal notices) their respective addresses set out in clause 23.2 below, at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the parties.

- 23.2 For the purpose of this Agreement the parties' *domicilia citandi et executandi* are:

23.2.1 SBSA : Group Legal Division
9th Floor, Reception 1
Standard Bank Centre
5 Simmonds Street
Johannesburg, 2001

ANNEXURE "A"

Cash in Transit pricing per month

Site name	Frequency of collection	Address	Fee excluding VAT	Fee including VAT
Vereeniging LSC	5	4 Newton Duncanville	R 2 476	R 2 822
Van Der Bijlpark LSC	5	Rudi Klopper building, Frikkie Meyer Blvd, Van der bijlpark	R 2 476	R 2 822
Van Der Bijlpark VTS	2	C/O Frikkie Meyer Blvd and Mamelodi street, Van Der bijlpark	R 1 845	R 2 104
Meyerton LSC	5	Arrie Norval street, Meyerton	R 2 476	R 2 822
Heidelberg LSC	5	Civic centre C/O Louw and Vervoerd streets, Heidelberg	R 2 476	R 2 822
Head office	2	C/O Leslie street and Beaconsfield	R 1 845	R 2 104
Fresh Produce Market	6	Lager Avenue	R 2 647	R 3 017

Consumables pricing

Consumables once off payment	Fee excluding Vat	Fee including Vat
Wall unit	R 102	R 116.28
Dallas chip (fob)	R 189.00	R 215.46
Consumables- Security Bags	Fee excluding Vat	Fees including VAT
Bags for cash medium notes- cost per bag	R 4.44	R 5.06
Bags for cheques small notes- cost per bag	R 3.06	R 3.49
Bags for coin- cost per bag	R 5.26	R 6.00
Bags for large amounts- costs per bag	R 5.75	R 6.56
Envelopes for cheques and credit cards- costs per envelope	R 0.64	R 0.73
Drop cash bags pack of 200	R 124	R 141.36

12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 All Intellectual Property of SBSA, which is used for the rendering of the Services, shall remain the sole property of SBSA and/or SBSA's suppliers, where applicable. The Municipality shall have no right of ownership or entitlement to such Intellectual Property.
- 12.2 SBSA is responsible for all expenses and other liabilities in regard to Intellectual Property rights in respect of Services rendered by it to the Municipality and SBSA indemnifies the Municipality against any claims that may arise from the infringement of such rights.
- 12.3 No undertaking by SBSA under this clause shall extend to any such alleged infringement or violation to the extent that it:
- 12.3.1 arises from adherence to design, modifications, specifications, drawings or written instructions which SBSA is directed by the Municipality to follow, but only if such alleged infringement or violation does not reside in corresponding commercial service of SBSA's design or selection; or
 - 12.3.2 arises from adherence to instructions to apply the Municipality trade mark, trade name or other company identification; or
 - 12.3.3 resides in a service which is not provided by SBSA and which is furnished by the Municipality to SBSA for use under this Agreement; or
 - 12.3.4 relates to the use of products or other items provided by SBSA in combination with other products or items, furnished by the Municipality, other suppliers or SBSA which combination was not installed, recommended or otherwise approved by SBSA; or
 - 12.3.5 arises from a modification not approved by SBSA.

13 SAFETY AND SECURITY

- 13.1 The Municipality must allow SBSA's employees, or contractors, consultants, or agents, access to the Municipality's premises where necessary to perform the Services, in accordance with the Municipality's security procedures, as amended from time to time.
- 13.2 SBSA agrees to comply with the Municipality's security and safety procedures when on the Municipality's premises. Without limiting the generality thereof, SBSA will specifically comply with the Occupational Health and Safety Act.
- 13.3 The Municipality shall be entitled to request SBSA to remove any employee, agent, consultant or contractor from its team if the Municipality is of the opinion that such a person is a security or safety risk or that the conduct of such a person is detrimental to the relationship between the Parties. SBSA will then remove such person within a reasonable time. SBSA indemnifies the Municipality against any claims that might arise due to such removal.

14 STANDARD BANK PROPERTY

- 14.1 SBSA's property supplied to the Municipality remains the property of SBSA and will at any reasonable time be available for inspection by a SBSA representative, which time will be agreed between the parties
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prior to same inspection. Any such property that is in the possession of the Municipality on termination of this Agreement will, at SBSA's expense, be immediately returned to SBSA.

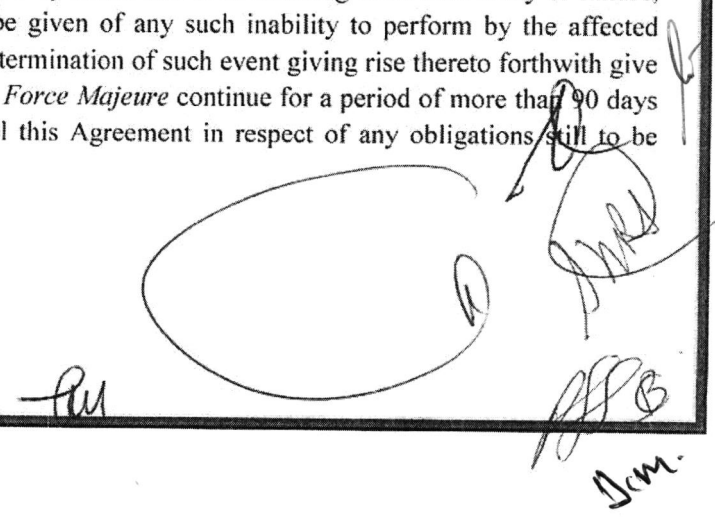
- 14.2 The Municipality will be responsible, at all times, for any loss of or damage to SBSA's property in its possession, and if required the Municipality will furnish such security for the payment of any such loss or damage as SBSA may require. SBSA will notify the Municipality, in writing, when such security is required.

15 CONFIDENTIALITY

- 15.1 Except as otherwise provided in this clause, the terms and conditions of this agreement, all data, reports, records and other information of any kind whatsoever developed or acquired by any party in connection with this agreement (**confidential information**) shall be treated by the parties as confidential. No party shall reveal or otherwise disclose such confidential information to any third party without the prior written consent of the other party hereto. The foregoing restrictions shall not apply to the disclosure of necessary confidential information to employees and advisors of the parties. Any third party that may become privy to such information shall first undertake in writing to protect the confidential nature thereof.
- 15.2 The confidentiality undertaking in this clause 15 shall not apply in respect of confidential information within the public domain or a party's knowledge at the commencement of this agreement or to disclosure required to satisfy the order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time.
- 15.3 The parties shall not at any time during the term of this agreement, release any statement to the press, or make any other public statement of any nature which could reasonably be expected to be published in any media regarding the relationship or the subject matter of this agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

16 FORCE MAJEURE

If either Party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement including but not limited to by reason of strike, lock-out, fire, explosion, floods, riot, war, act of God, embargo, legislation, shortage of or a breakdown in transportation facilities, civil commotion, unrest or disturbances, cessation of labour, government interference or control, or any other cause or contingency beyond the control of that Party (*Force Majeure*), the Party so affected shall be relieved of its obligations hereunder during the period that such event and its consequences continue but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damages either general, special or consequential which the other Party may suffer due to or resulting from such delay or failure, provided always that written notice shall forthwith be given of any such inability to perform by the affected Party. Any Party invoking *Force Majeure* shall upon termination of such event giving rise thereto forthwith give written notice thereof to the other Party. Should such *Force Majeure* continue for a period of more than 90 days then either Party shall be entitled forthwith to cancel this Agreement in respect of any obligations still to be performed hereunder.



17 **BREACH AND TERMINATION**

17.1 A Party to this Agreement shall be in default if it:

17.1.1 fails to pay any amount due by it in terms of this Agreement, by the due date, and fails to remedy such breach within 21 days of written notice to do so; or

17.1.2 commits a material breach of any provision of this Agreement and fails to remedy such breach within 5 Business Days (or such period as may be agreed in the circumstances) written notice to do so; or

17.1.3 commits an act of insolvency within the ambit of Section 8 of the Insolvency Act, No 24 of 1936, is deemed unable to pay its debts within the ambit of Section 345 of the Companies Act 61 of 1973, or is subject to application by a person other than a Party for the provisional winding up or business rescue of such Party, or a special resolution is passed for the winding up of such Party; or

17.2 If a Party is in default, the aggrieved Party shall be entitled, in addition to all other remedies to which it may be entitled in law or in terms of this Agreement, to terminate this Agreement.

17.3 Notwithstanding the provisions of clause 17.1, a Party may, without prejudice to any other rights herein, at any time and by giving written notice, forthwith terminate the Agreement if:

17.3.1 the other Party has any reason to believe that the other Party or anyone employed by it or acting on its behalf, whether with or without that Party's knowledge, engages in a fraudulent practice in connection with this Agreement;

17.3.2 a Party fails to satisfy a judgment against SBSA within 21 days after that Party becomes aware of the judgment, except if that Party provides evidence on an ongoing basis to the reasonable satisfaction of the other Party that steps have been initiated within the 21 days to appeal or rescind the judgment and to procure suspension of execution of the judgment and that such steps are being expeditiously pursued. The period of 21 days shall run from the date succeeding the date on which judgment becomes final, or the date on which the attempts to procure the suspension of the execution fail;

17.4 The termination of this Agreement will not prejudice the rights of a Party to claim damages or to obtain any other relief in respect of any breach of the terms and conditions of this Agreement prior to such termination.

18 **DISPUTE RESOLUTION**

18.1 All disputes between the Parties shall, when all efforts to resolve such dispute by negotiation have failed, be referred to the any competent South African court that has jurisdiction to hear and determine any suit, action or proceeding and to settle any dispute which may arise out of or in connection with the Agreement, save if the Parties agree to refer the dispute to arbitration as envisaged in clause 19.

18.2 The Party declaring the dispute shall be obliged, prior to referring the matter to the High Court or to arbitration, deliver written notice, as is timeously reasonable in the circumstances, to the other Party giving full details in respect of the alleged disputes to enable the other Party to fully appreciate the nature and extent of the alleged dispute.

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19 **ARBITRATION**

19.1 In the event that the Parties agree to refer a dispute to arbitration, such arbitration shall be held subject to the provisions of this clause:

19.1.1 at Johannesburg;

19.1.2 informally;

19.1.3 otherwise in accordance with the provisions of the Arbitration Act No. 42 of 1965, it being the intention that if possible it shall be held and concluded within 21 Business Days after it has been demanded.

19.2 The arbitrator shall be if the question in issue is:

19.2.1 primarily an accounting matter an independent accountant agreed upon between the Parties;

19.2.2 primarily a legal matter, a practising Senior Counsel with no less than 10 years standing agreed upon between the Parties;

19.2.3 any other matter an independent person agreed upon between the Parties.

19.3 If the Parties cannot agree upon a particular arbitrator in terms of clause 19.2 above within 7 Business Days after the arbitration has been demanded, the nomination in terms of 19.2.1, 19.2.2, 19.2.3, as the case may be, shall referred to the President of Law Society of the Northern Provinces (or its successor) for appointment within 7 days after the Parties have so failed to agree.

19.4 The Parties irrevocably agree that the decision in these arbitration proceedings:

19.4.1 shall be binding on them;

19.4.2 may be made an order of any Court of competent jurisdiction; and

19.4.3 shall not exclude a Party's right for urgent relief.

20 NOTICES AND DOMICILIA

20.1 The Parties choose as their *domicilia citandi et executandi* (address for purpose of legal proceedings) their respective addresses set out in clause 20.2 below, at which addresses all processes and notices arising out of or in connection with this agreement, its breach or termination may validly be served upon or delivered to the parties.

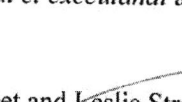
20.2 For the purpose of this Agreement the parties' *domicilia citandi et executandi* are:

The Municipality : Municipal Offices
Corner Beaconsfield Street and Leslie Street
Vereeniging

Postal : P.O. Box 471
Vereeniging
1930

citandi et executandi are:

Street and Leslie Street



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2m

Attention : Mr YunusChamda

Telephone Number : 016 450 3000

Facsimile Number : 016 455 2573

SBSA : 30 Baker Street
6th Floor, West Wing
Rosebank

Postal : P O Box 61690
Marshalltown
2107

Attention : Thabo Makoto

Telephone Number : 011 3445979

Facsimile Number : 086 561 6839

With a copy to be sent to : Group Legal Division
9th Floor, Reception 1
Standard Bank Centre
5 Simmonds Street
Johannesburg
2001

Attention : Head: Group Legal Division

Telephone Number : 011 636 2650

Facsimile Number : 011 636 8277

20.3 Any notice given in terms of this Agreement shall be in writing and shall –

20.3.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

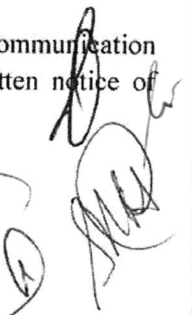
20.3.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 8th Business Day following the date of such posting;

20.3.3 if transmitted by facsimile be deemed to have been received by the addressee 1 Business Day after despatch;

Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by a Party at its chosen *domicilium* set out above shall be an adequate written notice of communication to such Party.

21 NATURE OF RELATIONSHIP

This Agreement does not create a partnership, joint venture or agency between the Parties and neither Party shall be liable for the debts of the other Party, howsoever incurred.



D.M.

22 **ASSIGNMENT AND CESSION**

Neither of the Parties shall cede, assign, transfer, charge or in any manner make over this Agreement or any of its rights or obligations hereunder or any part thereof to any other person, firm, company, corporation, association or any other entity whatsoever without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

23 **SEVERABILITY**

If any clause or term of this Agreement should be invalid, unenforceable or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of this Agreement.

24 **WAIVER**

The failure of either Party to insist upon the strict performance of any provision of this agreement or to exercise any right, power or remedy consequent upon a breach hereof shall not constitute a waiver by such Party to require strict and punctual compliance with each and every provision of this Agreement.

25 **MODIFICATION**

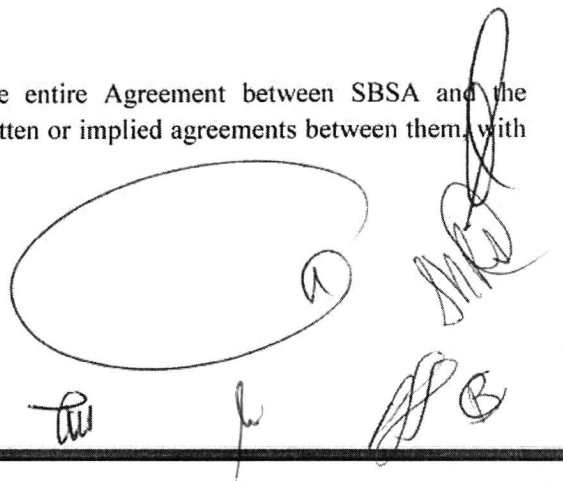
No amendment or variation of any of the provisions of this Agreement shall be of any force or effect unless reduced to writing and signed by both parties. This requirement will only be satisfied if such amendment or variation is made in a written, paper based form. The provisions of the Electronic Communications and Transactions Act 25 of 2002 are expressly excluded from this clause 26.

26 **APPLICABLE LAW**

This Agreement shall be governed exclusively in all respects by and shall be interpreted in accordance with the laws of South Africa.

27 **ENTIRE AGREEMENT**

The Agreement and the incorporated documents represent the entire Agreement between SBSA and the Municipality, cancelling and taking the place of all prior oral, written or implied agreements between them, with respect to the supply of the Services.

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D.M.

This Agreement may be signed in counterparts and the copies signed in counterpart shall constitute the Agreement. This shall include faxed copies of this document.

THUS DONE AND SIGNED AT VEREENIGING ON THIS THE 10TH DAY OF MARCH 2014.

.....
YUNUS CHAMDA



AS WITNESSES: 1. [Signature]
2. Beu

THUS DONE AND SIGNED AT VEREENIGING ON THIS THE.....DAY OF MARCH 2014.

[Signature]
.....
THABO MAKOTO

AS WITNESSES: 1. [Signature]
2. [Signature]

Dem.



CERTIFICATE OF AUTHORITY

I, the undersigned, certify that:

BEN PRETORIUS, Head, Business Development, Public Sector; and/or
THABO MOKOTO, Head, Business Development, Public Sector; and/or
BONGI KUNENE, Head, Public Sector, Business Banking; and/or
DONOVAN STEENKAMP, Head, Transform, Business Banking; and/or
JEAN OCHSE, Head, Business Banking; and/or
CRAIG POLKINGHORNE, Head, Commercial Banking; and/or
MARIUS LE ROUX, Head, Value Chain Optimisation, Business Banking,

Personal and Business Banking, a division of The Standard Bank of South Africa Limited ("the Bank"), is hereby authorised on behalf of the Bank for the period 1 March 2014 to 28 February 2015 to sign tenders for the provision of banking services.

Certified in terms of the resolution passed by the board of directors of The Standard Bank of South Africa Limited on 14 August 2013.

Signed at Johannesburg on the 12 day of FEBRUARY 2014

FUNEKA MONTJANE
CHIEF EXECUTIVE
PERSONAL AND BUSINESS BANKING
THE STANDARD BANK OF SOUTH AFRICA LIMITED

Signed at Johannesburg on the 28th day of FEBRUARY 2014

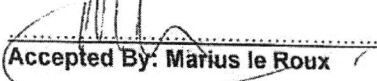
Accepted By: Ben Pretorius
Accepted By: Bongki Kunene
Accepted By: Thabo Mokoto
Accepted By: Donovan Steenkamp



Accepted By: Jean Ochse



Accepted By: Craig Polkinghorne



Accepted By: Marius le Roux

Ref No. A039/2014

Certificate of Authority only valid if issued by Group Governance Office and has a valid reference number.



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3. INTRODUCTION

- 3.1 SBSA provides a next day banking delivery Service, whereby SBSA collects and delivers the Customer's money to and from SBSA through the use of a CIT Company. To minimise the risk of loss or damage to the money, the Customer wishes to make use of the Services.
- 3.2 The Customer hereby appoints SBSA, which accepts the appointment, to provide the Customer with the Services on the terms and conditions contained in this Agreement.
- 3.3 The Customer acknowledges that the Services provided by SBSA are not risk free and as such, the Customer will take out and maintain comprehensive insurance cover for the loss or damage to money.

4. DURATION

This Agreement shall commence on the date of signature of the last party signing and shall terminate on 30 June 2016, subject to the provisions of clauses 13 and 14 below.

5. SBSA'S OBLIGATIONS

- 5.1 SBSA's Service involves the transit of the money from the Customer's stores and delivery of the money to SBSA in accordance with the Customer's instructions, from time to time.
- 5.2 Subject to clause 6.1.12 below, SBSA will endeavour to assist with the request of the Customer to recover its money. The practices and procedures of the South African Reserve Bank will apply and no guarantees or sureties shall be given by SBSA in this regard.
- 5.3 Further to clause 5.2 above, SBSA shall only be liable for the relevant exchange fees, payable to the South African Reserve Bank, if the cross pavement carrier safety unit activation was caused by and as a direct result of the CIT Company's gross negligence.
- 5.4 It is agreed that the CIT Company shall not be obliged to verify that the Customer's employees and representatives have been duly authorized to act on behalf of the Customer.
- 5.5 All and any equipment and materials of whatsoever description belonging to the CIT Company and/or SBSA, supplied to or allocated to the Customer, for whatever reason, in relation to this Agreement, *inter alia*, but not limited to safes and the like, will during the currency of this Agreement and thereafter remain the sole property of the CIT Company and/or SBSA, respectively.
- 5.6 SBSA and the CIT Company will complete all investigations into losses and report back to the Customer within 60 days of the loss being reported to SBSA by the Customer or SBSA informing the Customer of the loss. The Customer is to provide to SBSA proof of handing over to the CIT Company or receipt of delivery, and any other material information.
- 5.7 SBSA shall collect, convey, store and deliver money in accordance with its operating procedure as amended from time to time.

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S.B.
D.M.

- 5.6 The serial number on the bag will be scanned in and serial number will be electronically transmitted to SBSA.
- 5.7 SBSA will ensure that the bags delivered to the Customer, for the AutoSafe Device are not damaged. If the Customer hands a damaged bag to the CIT Company, it must insert the bag into a manual stop loss CIT bag before transit.
- 5.8 SBSA will immediately report the loss of any money to the police as soon as the loss is discovered by SBSA and the Customer shall at all times co-operate with SBSA, the CIT Company and police to ensure the prosecution and conviction of the perpetrator. It is specifically agreed, with regard to this condition, that time is of essence.

6. CUSTOMER'S OBLIGATIONS

- 6.1 The Customer hereby undertakes that it shall at all times:
- 6.1.1 ensure that for the purpose of transit or storage of its money, the money is placed in locked and sealed bags. The Customer shall not modify or alter the bags in any way;
- 6.1.2 ensure that before delivery of the bags to SBSA or vice versa that the person to or from whom the Customer delivers or receives the bags, is a *bona fide* representative of the CIT Company by requesting that person to produce their company identity document;
- 6.1.3 ensure that both it and the CIT Company representative sign the official documentation when the bags are handed over;
- 6.1.4 not sign the official documents if the bag is damaged. If the Customer signs the official documents for a damaged bag, then the Customer will be liable for any losses it incurs;
- 6.1.5 correctly record the serial numbers on the CIT Company's official document;
- 6.1.6 ensure that on receipt of delivery of the bags from the CIT Company they are undamaged and that their seals and locks are unbroken and locked;
- 6.1.7 place any bags which are damaged or have broken seals in a secure environment until such time as the senior authorised representative of the CIT Company and the Customer has checked the contents of the damaged bags;
- 6.1.8 verbally inform SBSA of any loss of any money which has been handed over or received, as soon it comes to the Customer's attention, send written confirmation of the same to SBS within 15 days;
- 6.1.9 implement and/or adhere strictly to all reasonable security measures prescribed by SBSA from time to time in relation to the performance of the Services as per Annexure "B";
- 6.1.10 co-operate in the stopping of payment of all cheques and/or other negotiable instruments in the event of any loss or damage occurring, in addition to any other reasonable measures which could be taken by the Customer to mitigate such loss or damage;

6.1.11 not insert more than the agreed maximum value of money into a container for transit by the CIT Company, which maximum value is R250 000.00. Further the Customer shall be liable for any losses or damages suffered in excess of such maximum value. For the purposes of this clause, the face value of crossed cheques shall not be included in determining the maximum value;

6.1.12 use any equipment and materials allocated by CIT Company and/or SBSA with diligence and care and only for the intended purpose of such item. The Customer will not, acquire ownership of or any other rights to any equipment and materials allocated by the CIT Company and/or SBSA in terms of this Agreement; and

6.1.13 keep those equipment and/or material in its possession free of all liens and rights of retention from third parties.

6.2 By signing the official documents, the Customer confirms that the bags have not been tampered with, are undamaged, and that the serial numbers on the bags are correctly recorded.

7. RISK

7.1 Risk in the money, whilst at the Customer store or in transit, shall remain vested in the Customer, until such time as receipt of the money has been acknowledged at SBSA, in writing.

7.2 Risk in cheques and/or any negotiable instruments will at all times remain with the Customer. The Customer will prepare a schedule of the cheques to be handed to SBSA. If any cheques go missing, the Customer shall be responsible for contacting its clients and advising them of the details of any missing cheques and obtaining replacement cheques where necessary.

8. CHARGES AND PAYMENT

8.1 In consideration for the Services to be rendered by SBSA, the Customer shall pay SBSA the monthly fee and any other charges incurred as set out in Annexure "A" on receipt of an invoice from SBSA.

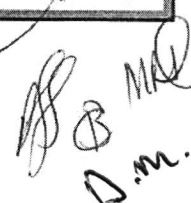
8.2 Fees and charges levied in terms of this Agreement shall be reviewed annually, and shall be increased as agreed by the parties, which increase will be recorded in writing.

8.3 The Customer shall pay the fees for Services, without any deduction or set-off and free of exchange, bank commission or charges, monthly in advance, by no later than 7th of the month.

8.4 The Customer shall pay the fees for ad-hoc consumables monthly in arrears by no later than 7th of the subsequent month.

9. LIMITATION OF LIABILITY

9.1 SBSA shall not be held responsible:



D.m.

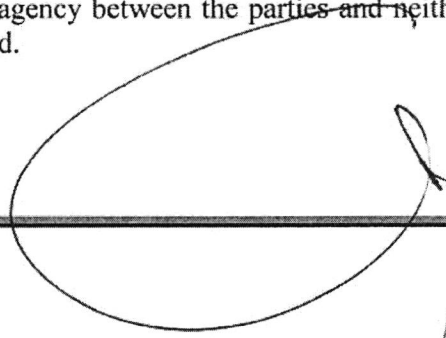
- 9.1.1 for any damages, losses or expenses suffered by the Customer in consequence of the Services, unless that loss was caused by the grossly negligent or intentional actions of its employees; or
- 9.1.2 for discrepancies occasioned by any acts or omissions of whatsoever nature of employees of the Customer appointed to carry out the duties on behalf of the Customer.
- 9.2 The CIT Company will accept liability for any loss or damage suffered by the Customer pursuant to or during the provision of services by the CIT Company in the event that such loss or damage is as a direct result of the negligence of or theft by the CIT Company employees, acting within the course and scope of their employment, and occurs while the money is in the custody of the CIT Company.
- 9.3 Notwithstanding anything to the contrary contained in this Agreement, the parties shall not be liable to each other for any indirect or consequential loss or damage, including without limitation, loss of profit, revenue, anticipated savings, business transactions, or goodwill or other contracts whether arising from negligence or breach of contract.

10. CONFIDENTIALITY

- 10.1 Except as otherwise provided in this clause, the terms and conditions of this Agreement, all data, reports, records and other information of any kind whatsoever developed or acquired by any party in connection with this Agreement (confidential information) shall be treated by the parties as confidential. No party shall reveal or otherwise disclose such confidential information to any third party without the prior written consent of the other party hereto. The foregoing restrictions shall not apply to the disclosure of necessary confidential information to employees and advisors of the parties. Any third party that may become privy to such information shall first undertake in writing to protect the confidential nature thereof.
- 10.2 The confidentiality undertaking in this clause 10 shall not apply in respect of confidential information within the public domain or a party's knowledge at the commencement of this Agreement or to disclosure required to satisfy the order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time.
- 10.3 The parties shall not at any time during the term of this Agreement, release any statement to the press, or make any other public statement of any nature which could reasonably be expected to be published in any media regarding the relationship or the subject matter of this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 10.4 This clause shall survive the termination of this Agreement.

11. NATURE OF RELATIONSHIP

This Agreement does not create a partnership, joint venture or agency between the parties and neither party shall be liable for the debts of the other party, howsoever incurred.



D.M.

12. **FORCE MAJEURE**

- 12.1 If either party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement by any cause beyond the reasonable control of that party, including, without limitations, acts of God, civil commotion, riots, insurrection, acts of government, fire, explosion, the elements, epidemics, governmental embargoes or like causes (*force majeure*), the party so affected shall, to the extent so prevented, be relieved of its obligations hereunder during the period of such events and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damage either general, special or consequential which the other party may suffer due to or resulting from such delay or failure; provided always that written notice of the occurrence constituting *force majeure* shall be given within 24 hours by the affected party.
- 12.2 The parties agree that, should *force majeure* last more than 6 weeks, the party who has not invoked *force majeure* to excuse any non-performance of its obligations may terminate this Agreement by giving 10 days' written notice to the other party.

13. **BREACH**

Should any party (defaulting party) commit a breach of any provision of this Agreement and fail to remedy such breach, or if the breach is not capable of remedy, failing to implement such other action acceptable to the other party, within 14 days of receiving a written notice from the other party (aggrieved party) requiring the defaulting party to do so, the aggrieved party shall be entitled in addition to its other remedies in law or in terms of this Agreement to cancel this Agreement forthwith and without prejudice to its rights to claim damages; provided that if the defaulting party commits two or more breaches of any provision of this Agreement in any 6 month period of this Agreement, the aggrieved party shall be entitled without prejudice to any of its other rights or remedies in law or under this Agreement to terminate this Agreement forthwith without further notice to the defaulting party.

14. **TERMINATION**

- 14.1 Either party may terminate this Agreement on 2 month's written notice to the other party, only after the expiry of the Initial Period.
- 14.2 Notwithstanding anything to the contrary contained herein, either party shall be entitled to terminate this Agreement immediately if the other party:
- 14.2.1 takes steps to place itself, or is placed in liquidation, whether voluntary or compulsory or under business rescue in either case whether provisionally or finally; or
- 14.2.2 takes steps to deregister itself or is deregistered; or
- 14.2.3 commits an act which would be an act of insolvency as defined by the Insolvency Act of 1936 as amended from time to time if committed by a natural person; or
- 14.2.4 fails to satisfy a judgment in excess of R1,000,000.00 entered against itself within 21 business days after it becomes aware of the judgement, except if it provides evidence on an on-going basis to the

reasonable satisfaction of the other party that steps have been initiated within the 21 business days to appeal, review or rescind a judgment and to procure suspension of execution of the judgment and that such steps are being expeditiously pursued; the period of 21 business days shall run from the date on which the judgment becomes final, or the date on which the attempt to procure the suspension of the execution fails.

- 14.3 Notwithstanding the provisions of clause 4.1, SBSA shall be entitled within 30 days of the effective date, to terminate this Agreement in writing for whatsoever reason, in which event SBSA shall repay to the Customer all charges received in respect of which no Services have been rendered.
- 14.4 Termination of this Agreement will not relieve a party of obligations imposed upon such party by statute or regulation or by this Agreement prior to its termination.
- 14.5 If, for whatever reason, SBSA continue to provide the Services to the Customer at any time after the date of termination of this Agreement, at the election of the Customer, SBSA shall do so on the same terms and conditions set out in this Agreement, for the agreed limited period which will be reduced to writing.

15. CESSION AND ASSIGNMENT

- 15.1 Neither party shall be entitled to cede, assign, transfer or make over any of their rights or obligations in terms of this Agreement without obtaining the prior written consent of the other party, which shall not be unreasonably withheld.
- 15.2 Any cession or assignment agreed to by a party will not relieve the other party of any obligations with respect to any covenant, condition, or obligation required to be performed by that party under this Agreement.
- 15.3 Notwithstanding the provisions of clause 15.1, the CIT Company may delegate its obligations in terms of this Agreement to any of its subsidiaries or associated companies.

16. IMPLEMENTATION AND GOOD FAITH

The parties undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or conducive to the giving of effect to the terms, conditions and import of this Agreement.

17. VALUE ADDED TAX

- 17.1 All amounts quoted in this Agreement are exclusive of VAT.
- 17.2 The parties agree that they will comply with the provisions of the VAT Act and all rulings published by the South African Revenue Services in terms thereof.

18. GOVERNING LAW

The laws of the Republic of South Africa shall govern the validity, interpretation and performance of this Agreement and the courts of South Africa shall have sole jurisdiction.

19. SEVERABILITY

The invalidity, illegality or unenforceability of any of the provisions of this Agreement shall not affect the validity, legality and enforceability of the remaining provisions of this Agreement.

20. NO WAIVER

The failure of either party to insist upon the strict performance of any provision of this Agreement or to exercise any right, power or remedy consequent upon a breach hereof shall not constitute a waiver by such party to require strict and punctual compliance with each and every provision of this Agreement.

21. ENTIRE AGREEMENT AND VARIATION

21.1 This document embodies the entire Agreement between the parties hereto.

21.2 No amendment or variation of any of the provisions of this Agreement shall be of any force or effect unless reduced to writing and signed by both parties. This requirement will only be satisfied if such amendment or variation is made in a written, paper based form. The provisions of the Electronic Communications and Transactions Act 25 of 2002 are expressly excluded from this clause.

22. DISPUTE RESOLUTION

22.1 If a dispute of any nature arises between the parties, including in regard to the interpretation of, the effect of, the parties' respective rights or obligations hereunder, a breach of or the termination of this Agreement, then, upon written request of either party, each of the parties will appoint a senior representative whose task it will be to meet for the purposes of resolving such dispute. Such representatives will discuss the matter in dispute and negotiate in good faith in an effort to resolve the dispute on amicable terms within 14 days. No formal proceedings may be commenced until the designated representatives conclude in good faith that an amicable resolution of the matter is not likely to occur.

22.2 Should the representatives of the parties be unable to resolve a dispute in accordance with the foregoing, such dispute will be submitted to and decided by a court of competent jurisdiction or, upon Agreement between the parties, by arbitration in terms of this clause 22.1.

22.3 The arbitrator shall be appointed by the parties, and failing agreement, shall be nominated by the Chairman for the time being of the Johannesburg Bar Council.

- 22.4 The arbitration shall be held at Johannesburg.
- 22.5 The arbitration shall be held in accordance with the Arbitration Act 42 of 1965 of the Republic of South Africa and any statutory modification or re-enactment thereof.
- 22.6 The arbitrator shall be entitled to:
- 22.6.1 determine and settle the formalities and procedures, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence;
- 22.6.2 investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with any matter referred to him for decision;
- 22.6.3 decide the matters submitted to him according to what he considers just and equitable in all the circumstances, having regard to the purpose of this Agreement; and
- 22.6.4 make such award, including an award for specific performance, an interdict, damages or a penalty or the costs of arbitration or otherwise as he in his discretion may deem fit and appropriate.
- 22.7 The arbitration shall be held as quickly as possible after it is demanded, with a view to it being completed within 30 days after it has been so demanded.
- 22.8 This clause is severable from the rest of the Agreement and shall therefore remain in effect even if this Agreement is terminated.
- 22.9 This clause 22 shall not preclude any party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 22.10 The parties hereby consent to the non-exclusive jurisdiction of the High Court of South Africa in respect of the proceedings in this clause 22, where applicable, and the above Court shall have jurisdiction to enforce any award made by an arbitrator under this clause 22.

23. NOTICES AND *DOMICILIUM*

- 23.1 The parties choose as their *domicilia citandi et executandi* (address for purpose of legal proceedings and legal notices) their respective addresses set out in clause 23.2 below, at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the parties.

- 23.2 For the purpose of this Agreement the parties' *domicilia citandi et executandi* are:

23.2.1 SBSA : Group Legal Division
9th Floor, Reception 1
Standard Bank Centre
5 Simmonds Street
Johannesburg, 2001

Attention : Head: Group Legal Division
Telephone : (011) 636 2650
Facsimile : (011) 636 8277

23.2.2 The Customer : Cnr Beaconsfield and Leslie Avenue
Vereeniging
1930

P.O. Box 471
Vereeniging
1930

Telephone : (016) 450 3000
Facsimile : (016) 455 2573

23.3 Any written notices required in terms of clause 23 shall only be satisfied if such notice is given in a written, paper based form. The provisions of the Electronic Communications and Transactions Act 25 of 2002 are expressly excluded from the provisions of clause 23. Any other written notices in connection with this Agreement shall be addressed:

23.4 Any notice given in terms of this Agreement shall be in writing and shall:

23.4.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

23.4.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 8th Business Day following the date of such posting;

23.4.3 if transmitted by facsimile be deemed to have been received by the addressee 1 Business Day after despatch;

23.4.4 if sent electronically, shall be deemed to have been received on the first business day following the successful transmission thereof as evidenced by the electronic confirmation of receipt (unless the contrary is proven). It is recorded for the avoidance of doubt that a legal notice sent by a party shall not be regarded as valid legal notice, if sent electronically in terms of this clause 23.4.4.

23.5 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by a party at its chosen *domicilium* address set out above shall be an adequate written notice of communication to such party.

24. COUNTERPARTS

This Agreement may be signed in counterparts and the copies signed in counterpart shall constitute the Agreement. This shall include faxed copies of this document.

25. COSTS

Each party shall pay its own cost of negotiating, drafting, preparing and implementing this Agreement.

THUS DONE AND SIGNED AT VEREENIGING ON THIS THE ^{10th}.....DAY OF MARCH 2014.

.....
YUNUS CHAMDA

AS WITNESSES:

1.....
2.....

THUS DONE AND SIGNED AT VEREENIGING ON THIS THE.....DAY OF MARCH 2014.

.....
THABO MOKOTO

AS WITNESSES:

1.....
2.....



10704197

Donna Cheeseborough



**ADDENDUM TO MEMORANDUM OF AGREEMENT
ENTERED INTO BY AND BETWEEN**

**SEDIBENG DISTRICT MUNICIPALITY, herein represented by YUNUS
CHAMDA in his capacity as the Municipal Manager, duly authorised
thereto, (hereinafter referred to as the "LESSEE");**

And

**M.M.M. INVESTMENTS (PTY) LTD, Company Registration number 2004/02817/07,
(hereinafter referred to as the 'LESSOR').**

WHEREAS the Lessor entered into an agreement with the Lessee in terms of which the premises more fully described in the main agreement were leased to the Lessor under certain terms and conditions;

AND WHEREAS the said lease agreement was set to endure for a period of one (1) year commencing on 1 April 2011 and terminating on 31 March 2012;

AND WHEREAS the said agreement was at the end of the initial period extended for a further period of twelve months terminating on 31 March 2013.

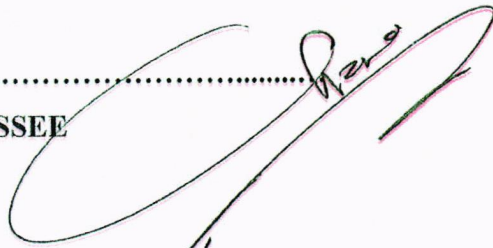
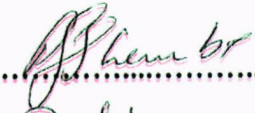
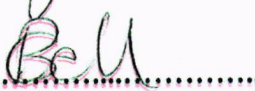
AND WHEREAS the parties wish to effect a further amendment to one of the terms of the main agreement.

NOW THEREFORE:

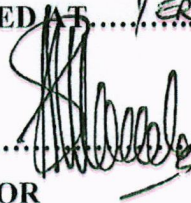
1. The parties hereby extend the operation of the main agreement on a month to month basis from 1 April 2013, terminating upon service by either party on the other of a thirty days notice of termination.

2. With the exception of the contents of clause (1) above, all the terms and conditions in the main agreement shall remain unchanged.

SIGNED AT VEREENIGING ON THIS THE 5TH OF APRIL 2013.

.....  AS WITNESSES: 1..... 
LESSEE 2..... 

SIGNED AT VEREENIGING ON THIS THE 24TH OF APRIL 2013.

.....  AS WITNESSES: 1..... 
LESSOR 2..... 