

FULL V.A.R. PARTNER PROGRAM AGREEMENT

Between

Novtel Closed Corporation
Registration number: 1996/055394/23

and

1 DEFINITIONS

In this agreement unless the context otherwise requires, the following words and expressions shall have the meanings assigned to them hereunder:

- a. "Value Added Reseller" _____

- b. "Operator" shall mean Novtel Closed Corporation (Full representative of Novtel George Closed Corporation the "Developer"
- c. "Developer" shall mean Novtel George Closed Corporation.
- d. "Clients" prospects that becomes repeat customers
- e. "products" shall mean the total range of software products as developed by the Developer, as listed on the official Novtel Website;
- f. "services" shall mean training, implementation and support
- g. "price" shall mean the price of the product and or services as indicated on the Operators website and or pricelist
- h. "commission" means the commission due to the V.A.R. in terms of this agreement which shall be as detailed below;
- i. "trademarks" shall mean collectively all and any trademarks, logos, get-ups and designs of which Developer and Operator shall now or in the future be the registered and/or unregistered owner and which are now or in the future used by Developer and Operator in

connection with the products;

- j. "NCI" shall mean Novtel Certified Implementer qualification.

2 INTERPRETATION

- a. words importing natural persons shall include a reference to bodies corporate and other legal personae and *vice versa*;
- b. words importing the masculine shall include a reference to the feminine and other genders;
- c. words importing the singular shall include a reference to the plural and *vice versa*;
- d. annexes to this agreement shall be deemed to have been incorporated herein and shall form an integral part hereof;
- e. a reference to a party in a document includes that party's successors and permitted assigns;
- f. any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;
- g. where the day on or by which anything is to be done is not a business day, it shall be done on or by the first business day thereafter;
- h. when any number of days is prescribed in this agreement, the same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Thursday, Friday or Public Holiday, in which case, the last day shall be the next succeeding day which is not a Thursday, Friday or Public Holiday;
- i. a reference to a document includes an amendment or supplement to, or replacement or notation of that document;
- j. the captions appearing in this agreement are for reference purposes only and shall not affect the interpretation hereof;
- k. if any provision is a definition (or under this heading "*Interpretation*" and/or any other heading in this agreement) and is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition (or such other clause) effect shall be given to it as if it were a substantive provision in the body of the agreement;
- l. where figures are referred to in numerals and words, if there is any conflict between the two, the words shall prevail.

3 CERTIFICATION

- a. From V.A.R.'s the Operator require a minimum of one Novtel Certified Implementer (NCI) per V.A.R., per branch, per product. If certification is not maintained, rebates will not be paid out or back-paid for the specific branch from the date certification is awarded.
- b. The Novtel Certified Implementer Qualifications are valid until the release of a newer version, and a bridging course will be required to be completed within two months of the new version being released.

4 IMPLEMENTATION

For initial practical training and experience required by the new V.A.R, we also request that Novtel attend a minimum of 1 of your installations, implementation, training and support sessions. The following conditions apply to this:

- a. For the first implementation per Novtel product, the Operator must be fully involved with the implementation at the new Customer. Implementation involvement can be online or on-site according to the rates published on the Operator's pricelist. The Operator's specialist on-site daily rates will change from site to site and will be made up of traveling costs, accommodation (where applicable) and daily rate of specialist or time spent online.
- b. The Operator reserves the right to track every step of the implementation process where new and inexperienced V.A.R's are applicable.

5 APPOINTMENT

The Operator hereby appoints V.A.R.'s to distribute, market, sell, and promote the products and services within the territory and the V.A.R. hereby accepts such appointment.

The Operator further appoints the V.A.R. in conjunction with the Operator to implement, train and support the products and services

6 DURATION

This agreement shall commence on the commencement date and shall endure for a continuous period of 60 (sixty) months. This agreement will automatically be renewed, *mutatis mutandis*, on the same terms and subject to the same conditions provided that confirmation of such renewal is reduced to writing and signed by each of the parties or their duly authorised representatives by not later than three (3) months prior to the expiry date of this agreement.

7 OWNERSHIP

Ownership in and to all intellectual property rights including the rights in and to the trademarks shall at all times, before, during and after the termination of this agreement remain vested in Developer and Operator.

8 PRICE

- a. The price of the products shall be as set out in the official price lists published by the Operator from time to time, a copy of which will be delivered to the V.A.R. forthwith upon its publication.
- b. The V.A.R. is permitted to give discounts to any client but all discounts offered will be at the expense of the V.A.R.'s commission. The Operator's costs are set according to the published price list.
- c. Standard discounts apply if the Monthly fee per workstation is paid upfront or in advance as follows:
 - i. If a client chooses to pay the monthly fee 6 months in advance upfront discounts of 16.66% will be granted. (i.e. Pay in advance for 5 months and get the 6th month free);
 - ii. If a client chooses to pay the monthly fee 12 months in advance upfront discounts of 25.00% will be granted. (i.e. Pay in advance for 9 months and get 3 months free);
- d. Prices shall at all times be expressed to be payable in South African Rand.
- e. In the event of the client making payment to the V.A.R., the V.A.R. shall make payment to the Operator of the price of the products and or services less commissions as agreed upon in clause 8, against delivery and installation, or as agreed upon between the Operator, V.A.R. and the client who requires the products and or the services.
- f. In the event of the client making payment to the Operator, the Operator will pay the commissions as agreed upon in clause 9 to the V.A.R's.

9 ORDERING PROCEDURES

- a. The V.A.R. will from time to time during the subsistence of this agreement, place orders with Operator for the installation and implementation of products and or services. The V.A.R. will place the orders of the products and or services with the Operator:
 - i. on the official order system on the website of the Operator;

or;

 - ii. in writing, specifying which product and the number of products required;

- b. The details of the Client purchasing the products and services are to be included when orders are placed. All invoicing to Clients will be done by either the V.A.R. or the Operator directly to the client;
- c. All payments will be paid directly from the Client to either the V.A.R. or the Operator;
- d. All commission payments will be made to the V.A.R. within 14 (fourteen) days of receipt of the deposit & reflecting in the bank account of the Operator.

10 LINKAGES

10.1 What does a Linkage mean?

- a. If the V.A.R. is linked to a Client, the Operator will know that, if there are any concerns that arise, the Operator is able to contact the V.A.R. to assist in resolving the query of the linked Client.
- b. The Client should always be aware of who their linked V.A.R. is. It is therefore the V.A.R.'s responsibility to ensure that they remain in constant contact with their Clients.
- c. The linkage also refers to sales, for example if the V.A.R. sells a Novtel package to a Client and the Client signs the Novtel debit order agreement (allowing the Operators collection system to debit their account monthly) then the V.A.R. will receive the stipulated commission percentage (as agreed upon in clause 12.1) on the initial sale of the Once off Administration fee of the sold Novtel Product.
- d. Lastly, V.A.R's will also earn the stipulated commission percentage (as agreed upon in clause 12.1) of the average monthly recurring income of their linked clients once they have qualified according to the different earning levels stipulated in clause 12.1.

10.2 How to get linked?

There are 3 (three) methods in which the V.A.R. can get linked:

- a. The first method is an automatic linkage for new package sales. Once the Client has paid for a product sold by the V.A.R. and signs the Novtel debit order agreement (allowing the Operators collection system to debit their account), then the V.A.R. is automatically linked to that Client.
- b. The second method is where a Client requests the Operator to link the V.A.R. to them. The request must be on the Client's company letterhead and must be signed by the CEO, Director, Member or Owner of the business requesting the linkage. The document must be dated and the full name and title must be clearly visible of the person signing the document.
- c. The last method in which a V.A.R. can form a linkage with a Client is if the Operator refers a Client to a V.A.R. In this case, the Operator would normally

only require assistance with the implementation, training and support of the product as by this stage, the Client would have already purchased the Software.

10.3 Cases where the V.A.R. is not linked automatically

- a. If the V.A.R. places an order for an additional module or additional users, this will not constitute an automatic link. The V.A.R. must please ensure that they provide the Operator with a written instruction from the Client at the time of the order, stating that the Client would like the V.A.R. linked to them, at which time the Operator will link the V.A.R. to the Client.

Although the Operator will endeavour to ensure that linkages are done at the time of the request, it remains the V.A.R.'s responsibility to ensure that the Client is linked. The Operator will not back-pay or reverse any rebates processed before the linkage occurred.

11 COMMISSION TERMS AND CONDITIONS

- a. The V.A.R. shall be paid a commission on all **software sales** to clients based only on the Once off Administration Fee at a rate equal to the percentage structure as set out below.
- b. In the event of a V.A.R. referring a Client or Student to our Online Video training programs and this referral resulting in a sale, the V.A.R. shall be paid a commission at a rate equal to the percentage structure as set out below. The following terms & conditions relating to this commission structure will also apply:
 - i. Referral Commission is only payable on the successful enrolment and payment by a Student for one or more of the Novtel Online Video Training Courses, via our website www.novtel.org;
 - ii. Referral Commission will be generated as follows: (Online video course price minus VAT minus Student discount (if applicable) x % Referral Commission.
- c. In the event of the Client paying the Operator directly, Commission due to the V.A.R. shall be paid within 14 (fourteen) days of receipt of payment for the products and or services sold & rendered by the V.A.R. The V.A.R. will be required to submit an invoice to the Operator before payment of commission is due.
- d. In the event of the Client making payment to the V.A.R., the V.A.R. is required to make payment to the Operator for the value of the products and or services rendered, less commissions based on the Once off Administration fee as agreed upon in the below clause. Payment is required before implementation of the software product commences. If payment is not made before implementation, the Operator will refuse to provide the V.A.R. with the authorization code in order to activate the software.

12 COMMISSION STRUCTURES

The below mentioned Commission Structures will only apply to and will only be paid out to registered Referral V.A.R.'s and Full V.A.R.'s who have qualified and valid Novtel Certified Implementers (post the 48 month 'probation' period).

The Operator reserves the right to increase or decrease the percentages of the commission structures at any time.

12.1 SOFTWARE COMMISSION STRUCTURES

The commission structure for all software related sales is payable by the Operator to the V.A.R as follows:

COMMISSION STRUCTURE BREAKDOWN:			
PEARL EARNING LEVEL	RUBY EARNING LEVEL	EMERALD EARNING LEVEL	DIAMOND EARNING LEVEL
No commission is earned on Average Monthly Recurring Income between \$ 0.00 and \$ 999.99	In order to qualify for this earning level your Average Monthly Recurring income must be between \$ 1,000.00 and \$ 2,999.99	In order to qualify for this earning level your Average Monthly Recurring income must be between \$ 3,000.00 and \$ 5,999.99	In order to qualify for this earning level your Average Monthly Recurring income must equal or exceed \$ 6,000.00
12.5% Commission calculated on <i>Once Off Administration Fee</i> only	You will earn 10% commission monthly , which is calculated on the value of your Average Monthly Recurring Income	You will earn 15% commission monthly , which is calculated on the value of your Average Monthly Recurring Income	You will earn 20% commission monthly , which is calculated on the value of your Average Monthly Recurring Income
	15% Commission calculated on <i>Once Off Administration Fee</i> only	20% Commission calculated on <i>Once Off Administration Fee</i> only	25% Commission calculated on <i>Once Off Administration Fee</i> only

12.2 ONLINE VIDEO TRAINING COMMISSION STRUCTURE

The Referral commission for any of the Novtel Online Video Training Courses which results in a successful enrolment and payment by a Student for one or more of the courses is currently set at 10%.

13 ACCOUNT TERMS AND CREDIT LIMITS

- a. All accounts with Clients will be accepted on a cash basis only – proof of payment will be required from every Client before any orders are processed.
- b. No credit applications will be considered.

14 WARRANTIES

The Developer and the Operator hereby warrants the following to the V.A.R.:

- a. all products developed by the developer shall be of marketable quality;

- b. the products will at all times comply with the legal requirements of the Republic of South Africa and/or any legal requirements within the territory which are made known by the V.A.R. to the Operator;
- c. the V.A.R. accepts the terms and conditions as set out in the Novtel SLA (Service Level Agreement)
- d. The V.A.R. is covered with the Operator under the Service Level agreement entered into with the client provided the V.A.R. keeps to the terms and conditions of this agreement as well as the Service level agreement entered into with the client by the Operator
- e. The Operator acknowledges that due to the fact that we are continuously developing and upgrading our Software products, the newest features may not have been fully tested or debugged or may be from the initial beta release and thus may contain problems and require revisions.

15 THE RIGHTS AND OBLIGATIONS OF V.A.R.

- a. Notwithstanding anything to the contrary contained elsewhere in this agreement and without derogating from the provisions thereof, V.A.R.'s shall have the rights and shall discharge the obligations set out hereunder.
- b. V.A.R.'s shall:
 - i. not be entitled to sell the products and or services outside of their territory and shall refer to the Operator, free of consideration, all enquiries for the products and or services which emanate outside of their territory;
 - ii. notify Operator promptly of any complaint or claim made or brought against the V.A.R. with respect to the products and or services;
 - iii. make no representations regarding the products and or services other than those made by product descriptions;
 - iv. not cede or assign or transfer the rights herein granted to any third party without the prior written consent of the Operator;
 - v. not alter, remove or in any way tamper with the trademarks;
 - vi. cause to appear in any advertisement, publication, public presentation, packaging and external correspondence the appropriate designation being either R or TM as may be applicable after all trademarks;
 - vii. be entitled to sell the products and or services only at the recommended retail price directed by the Operator from time to time.

16 RELATIONSHIP BETWEEN PARTIES

Nothing in this agreement shall constitute or be deemed to constitute a partnership between the parties hereto or constitute the V.A.R. as a representative of the Operator for any other purpose whatsoever. The V.A.R. shall be entitled to describe itself as an authorised V.A.R. for the products and services.

17 TRADEMARKS

- a. The Operator hereby grants to the V.A.R. the licence to use the trademarks in the territory.
- b. The trademarks shall be used only in connection with the promotion and sale of the products. This licence and the right to use the license will terminate when this agreement terminates.

18 TERMINATION

Either party shall be entitled to terminate this agreement without prejudice to any other rights which it may have at law or in terms hereof in the event of:

- a. either party being placed into liquidation whether provisional or final or under judicial management;
- b. either party having a judgement of any competent court entered against it and failing to satisfy such judgement or failing to make the necessary arrangements to have same set aside within thirty (30) days of the judgement coming to the notice of the other party;
- c. either party having a warrant of execution levied against any of its assets, either movable or immovable and such party failing within thirty (30) days of the issue of such warrant to satisfy same or to have same set aside;
- d. either party attempting to compromise with its creditors or committing any act of insolvency which in the ordinary course would entitle any creditor to bring an application for its winding up;
- e. either party breaching any of the provisions of this agreement which breach shall not be capable of monetary compensation or if capable, the amount of such compensation shall not have been paid within twenty one (21) days of the amount thereof being determined.

19 CONSEQUENCE OF EXPIRY OR TERMINATION

Upon the expiry of this agreement or in the event of termination hereof howsoever arising, the V.A.R. shall:

- a. cease to distribute the products to any party whomsoever;
- b. at its cost, deliver to the Operator all promotional literature and other items furnished to the V.A.R. by Operator. In this regard, the V.A.R. shall not be

obliged to deliver any promotional literature to the Operator and the like which V.A.R. shall have created.

20 CONFIDENTIALITY

- a. The Parties shall hold in confidence all Confidential Information received from each other and not divulge the Confidential Information to any person, including any of its employees, save for employees directly involved with the execution of this Agreement.
- b. Upon termination of this Agreement, for whatever reason, the recipient of Confidential Information shall return same or at the discretion of the original owner thereof, destroy such Confidential Information, and shall not retain copies, samples or excerpts thereof.

21 LICENCE WARRANTIES

- a. The Operator hereby warrants unto and in favour of the V.A.R. that it is able to licence the V.A.R. in the use of the trademarks as set forth in this agreement.
- b. The Operator accordingly hereby indemnifies and holds the V.A.R. harmless against all and any liability, judgement and/or costs and expenses incurred in respect of any action instituted against the V.A.R. in terms of which it is alleged that the use by the V.A.R. of the trademarks violates the proprietary rights of any third party.
- c. The V.A.R. undertakes to:
 - i. provide notice to the Operator within 7 (seven) days of any circumstances arising which would be reasonably foreseeable by the V.A.R. to result in a claim;
 - ii. allow the Operator to defend any proceedings deemed reasonably necessary by the Operator in respect of any potential claim;
 - iii. allow the Operator to reach any settlement the Operator sees fit; and
 - iv. refrain from taking any action which might prejudice the Operator's interests under this indemnity and take such action as is necessary to mitigate damages to the Operator under this indemnity.
- d. This indemnity shall only apply to the extent that the V.A.R. acts and abides in accordance with the terms and conditions of this agreement and the Operator shall expressly not be liable in the event of the V.A.R. being substantially in breach of any of the terms and conditions contained herein.

22 LIMITATIONS

For so long as this agreement shall subsist, the V.A.R. or any employee, agent or other person acting on the V.A.R.'s behalf shall not:

- a. either directly or indirectly distribute any products in competition with the products or in any other manner act as a commercial V.A.R. or representative for a company which carries on business in competition with the products;
- b. sublicense, disclose, publish, copy, install or transfer the Operator's Software to a third party which is not a client; or
- c. translate the Novtel Software into another computer language or in any way reverse engineer, decompile, or disassemble them.

23 APPOINTMENT OF SUB - V.A.R.'S

The V.A.R. shall not appoint any sub-V.A.R. without the prior written consent of Operator, but V.A.R.'s are permitted to refer potential companies and businesses to the Operator if they deem them able and capable of selling our products (where they would naturally have to register).

24 V.A.R.'S INDEMNITY

- a. V.A.R. hereby indemnifies and holds the Operator harmless for any loss, damage or expense incurred arising out of any claim or actual defect or negligence in the services provided by the V.A.R. pursuant to this agreement.
- b. V.A.R. shall be responsible for packaging the products in such a manner so as to confer with all applicable laws and regulations in the territory from time to time and the V.A.R. hereby indemnifies the Operator for any loss, damage or expenses incurred arising out of any claim or demand relating to any defect or other contravention in respect of such packaging.

25 BREACH

- a. Should any party breach any of its obligations in terms hereof and persist in such breach for a period of 7 (seven) days after written notice will have been received from the other party, then the aggrieved party shall be entitled without prejudice to any rights which it may have in terms hereof or at law, to :
 - i. specific performance and damages; or
 - ii. cancel this agreement and claim damages.
- b. Any amount falling due for payment by any party in terms of this agreement and remaining unpaid after due date, shall bear interest thereon at the prime rate between the due date for payment thereof and the date of payment thereof.

26 DETERMINATION OF DISPUTES

- a. Any dispute arising out of or pursuant to this Agreement including, but not limited to, any dispute arising in connection with the interpretation, application and/or effect of the terms or conditions of this Agreement and/or arising out of the termination or cancellation of this Agreement or any provisions thereof, shall be resolved and determined by arbitration and referred as follows:
 - i. to a senior counsel practising as such at the Johannesburg Bar as agreed to by the parties, failing such agreement nominated by the chairman for the time being of the Johannesburg Bar Council, if the dispute in question is a legal issue;
 - ii. to a chartered accountant of not less than 15 years' standing practising as such in Johannesburg as agreed to by the parties, failing such agreement nominated by the President for the time being of the South African Institute of Chartered Accountants, if the dispute in question is an accounting issue;
 - iii. to a senior counsel practising as such at the Johannesburg Bar and nominated by the chairman for the time being of the Johannesburg Bar Council, if the parties cannot agree within 14 (fourteen) days after delivery of written notice by one party to the other whether the dispute in question falls within the provisions of clause i or ii.
- b. The arbitration proceedings shall be governed by the rules of the Arbitration Foundation of South Africa.
- c. The parties shall use their best endeavours to procure that the decision of the arbitrator shall be given within 21 (twenty one) days or so soon thereafter as reasonably possible after it has been demanded.
- d. The arbitrator's decision shall be final and binding on the parties, shall be carried into effect and may be made an order of any competent court at the instance of either of the parties.
- e. The provisions of this clause 15 constitute an irrevocable consent by the parties to any proceedings in terms thereof and neither of the parties shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by the provisions of this clause 15.
- f. Should either party elect in terms of this clause 15 to refer any dispute to arbitration, such arbitration shall take place in Johannesburg, Gauteng, in the Republic and both Parties hereby agree that such arbitration shall be held in the aforesaid city and irrevocably submits to arbitration thereat.
- g. The provisions of this clause are severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

- h. This Agreement shall be governed and interpreted by and according to the substantive laws of the Republic.
- i. The provisions of clause 15 shall not preclude any party from approaching a Court of competent authority within the Republic for an interdict or other injunctive relief of an urgent nature. With regard to the foregoing, the parties agree that any such legal action or legal proceedings arising out of or in connection therewith shall be brought in the South Gauteng High Court or its successor, if any, and irrevocably submit to the non-exclusive jurisdiction of such court. The parties irrevocably waive any objection which they may now or hereafter have that any such action or proceeding has been brought in an inconvenient forum. Nothing herein contained shall affect the right to service process in any manner permitted by law. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the rights of Pastel to take proceedings against Novtel in whatever other jurisdiction it shall consider appropriate nor shall the taking of proceedings in any one or more jurisdictions automatically preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

27 ADDRESSES AND NOTICES

- a. For the purpose of this agreement, including the giving of notices in terms hereof and the serving of legal process, the parties choose *domicilium citandi et executandi* ("*domicilium*") as follows:

- i. Operator at: Street: Block 1 Unit 30 Diaz Office Park,
Beach Boulevard West, Diaz Beach, Mossel Bay, 6520, South Africa.
E-mail: sales@novtel.com

- ii. V.A.R. at: Street 1 _____
Street 2 _____
Street 3 _____
Email _____

- b. A party may at any time change its *domicilium* by notice in writing. Provided that the new *domicilium* consists of, or includes, a physical address at which process can be served.
- c. Any notice given in connection with this agreement may be sent by e-mail to the *domicilium* chosen by the party concerned. Any notice or process delivered on any party in connection with any matter or subject arising out of this agreement or any notice shall be deemed to have been delivered if handed to any responsible person at the *domicilium* chosen by any party and it shall not be necessary to hand such process or notice to any party personally.

28 SEVERABILITY

If any term or provision or part thereof (in this clause called "the offending provision") contained in this agreement shall for any reason whatsoever be declared or become unenforceable, invalid, or illegal including but without derogating from the generality of the a foregoing, a decision by any court, an Act of Parliament or any statutory or other by-laws or regulations or any other requirements having the force of law, the other terms and provisions of this agreement shall remain in full force and effect as if this agreement had been executed without the offending provision appearing therein.

29 ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties with regard to the matters dealt with herein and no representations, terms, conditions or warranties express or implied not contained in this agreement shall be binding on the parties.

30 VARIATION AND CANCELLATION

No agreement varying, adding to, deleting from or cancelling this agreement shall be effective unless reduced to writing and signed by or on behalf of the parties. It is recorded that there exists no collateral and/or other agreements and that this is the sole agreement entered into by and between the parties.

31 INDULGENCES

No indulgence granted by a party shall constitute a waiver of any of that party's rights under this agreement; accordingly, that party shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.

32 ANTI BRIBERY AND CORRUPTION

- a. The V.A.R. acknowledges that integrity, honesty, and compliance with an applicable laws are core business values and practices adopted by the Operator and that the V.A.R. does not condone and activity that may be construed as bribery or corruption.
- b. The V.A.R. warrants that it has not and will not participate, directly, indirectly, or at all, in any unlawful conduct as between itself and any party that may exert an influence over any Client that may be construed as bribery and or corruption as envisaged in the Prevention and Combating of Corrupt Activities Act, or any other applicable law or legislation.
- c. The V.A.R. accordingly indemnifies and holds the Operator harmless against any such claim of whatsoever nature in terms of which it is alleged that the V.A.R. has acted unlawfully and the V.A.R. agrees to defend any such claim

made against the Operator on the Operator's behalf and further agrees to pay any legal costs associated therewith.

- d. The V.A.R. acknowledges that if on reasonable suspicion the Operator believes that the V.A.R. is participating in unlawful conduct, the Operator will be obliged in law to report such conduct to the relevant official.
- e. The V.A.R also acknowledges that the Prevention and Combating of Corrupt Activities Act contains extraterritorial provisions and that even if the alleged illegal conduct occurred outside of the Republic of South Africa, a court of the Republic of South Africa will, in certain circumstances, have jurisdiction in respect of such alleged illegal conduct.
- f. The Operator reserves the right to summarily cancel this agreement on written notice if on reasonable suspicion the Operator believes that the V.A.R. is participating in unlawful conduct or any activity that may be construed as bribery and or corruption.

THUS DONE AND SIGNED BY THE RESPECTIVE PARTIES AS FOLLOWS:

Johan Gräbe (Signature)
For Operator
CEO, duly authorised

Date: _____

Place: _____

(Witness 1)

(Witness 2)

Date: _____

Place: _____

(V.A.R. Company Name)

(Duly Authorised Signatory Name)

(Signature)

(Witness 1)

(Witness 2)

Date: _____

Place: _____