

SERVICE LEVEL AGREEMENT

TENDER NO. DPD064/2022:

APPOINTMENT OF A MENTOR FOR INTERNS IN THE INFRASTRUCTURE SKILLS DEVELOPMENT
GRANT (ISDG) PROGRAMME FOR A PERIOD OF THREE (3) YEARS:

DIRECTORATE: HUMAN SETTLEMENTS, PLANNING & DEVELOPMENT AND PROPERTY
MANAGEMENT

entered into by and between

GEORGE MUNICIPALITY

herein represented by Ms **Lauren Waring** in her capacity as **Director: Human Settlements,
Planning & Development and Property Management**

hereinafter referred to as “the Municipality”

and

PERCEPTION PLANNING CC

A a Close Corporation duly incorporated in terms of the laws of South Africa, having its main
place of business at 7 Imelda Court, 103 Meade Street, George with registration number,
Reg. No. 2003/102950/23, represented herein by **Stéfan Ethan de Kock** in his capacity as
Member and Mentor, duly authorised thereto

hereinafter referred to as “the Service Provider”

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PREAMBLE:

- A.** The Municipality has appointed the Service Provider to perform the all ISDG Mentoring functions as per the ISDG Framework of 2014 and as outlined in the “Road to Registration for Supervisors and Mentors on the ISDG Programme” handbook of 2017, as may be amended by National Treasury / SAICE from time-to-time.
- B.** The Service Provider has accepted such appointment and shall render the services to the Municipality on the terms and conditions as set out in this Agreement, the bid documents, the GCC, the appointment letter dated 26 January 2023, and any other annexures hereto, which all form part of this agreement.

WHEREBY THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

- 1.1 In this agreement unless the context indicates a contrary intention a word or expression which denotes: -
- 1.1.1 any gender shall include the other genders;
 - 1.1.2 a natural person shall include juristic persons and vice versa; and
 - 1.1.3 the singular shall include the plural and vice versa.
- 1.2 The terms and conditions contained in the General Conditions of Contract (GCC), incorporated herein, and annexed hereto as Annexure “A”, form part of the agreement between the Parties.
- 1.3 In the event of any inconsistency between the provisions of this Service Level Agreement and the terms and conditions contained in the GCC, or any annexure to this Service Level Agreement the provisions of this Service Level Agreement shall prevail over the terms and conditions contained in the GCC.

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- 1.4 For the sake of clarity, any reference in the GCC to the term “Supplier” shall equate to the term “Service Provider” and any reference in the GCC to the term “Purchaser” shall equate to the term “Municipality” as contemplated in this Agreement.
- 1.5 In this Service Level Agreement the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings: -
- 1.5.1 **“Agreement”** shall mean this Service Level Agreement, together with the bid documents, the GCC, and any other annexures hereto, and **“this Agreement”** shall have a corresponding meaning;
- 1.5.2 **“Commencement Date”** means the date of appointment of the service provider, being the **1 February 2023**, notwithstanding the date of signature of this Agreement;
- 1.5.3 **“Council”** means the municipal Council of George Municipality;
- 1.5.4 **“ISDG Programme”** means the Infrastructure Skills Development Grant graduate internship programme in accordance with the Service Level Agreement entered into between the National Government of the Republic of South Africa represented by National Treasury and the George Municipality;
- 1.5.5 **“Parties”** means the Municipality and the Service Provider;
- 1.5.6 **“Service Provider”** means Perception Planning and Development CC (a Close Corporation duly incorporated in terms of the laws of South Africa), having its main place of business at **7 Imelda Court, 103 Meade Street, George** with registration number, **Reg. No. 2003/102950/23**, represented herein by **Stéfan Ethan de Kock** in his capacity as **Member and Mentor**;

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1.5.7 **“Termination Date”** means the date the appointment of the service provider ends, being **31 January 2026**, or such other date as may be determined by Agreement between the Parties;

1.6 Words and expressions defined in any clause shall, for the purpose of that clause, bear the meaning assigned to such words and expressions in that clause.

2. APPOINTMENT AND DURATION

2.1 The Municipality hereby appoints the Service Provider to provide the Services in accordance with the deliverables outlined in clause 3 below and on the terms and conditions as contained in this Agreement.

2.2 The appointment under clause 2.1 shall be exclusive to the Service Provider and the Service Provider shall accordingly not appoint any other party to provide the services to the Municipality, unless with the prior written approval of the Municipality and subject to such subcontractor being bound by the terms and conditions of this Agreement.

2.3 This Agreement shall come into effect on the Commencement Date and shall, unless otherwise provided for in this Agreement, remain in force for the duration of the three (3) years contract to the satisfaction of the Directorate, which will terminate on the termination date.

3. THE SERVICES

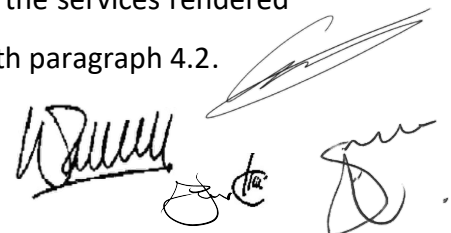
3.1 The Service Provider shall render the following services *inter alia* to the Municipality on the terms and conditions set out in this Agreement, (hereinafter referred to as “the Services”):

3.1.1 To perform the all ISDG Mentoring functions as per the ISDG Framework of 2014 and as outlined in the “Road to Registration for Supervisors and Mentors

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on the ISDG Programme” handbook of 2017, as may be amended by National Treasury / SAICE from time-to-time; and

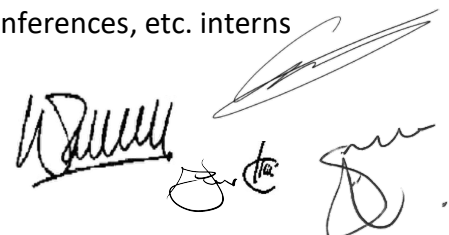
- 3.1.2 To perform all duties that may be allocated to it, when required, by the Municipality, subject to the conditions as in all the annexures may be prescribed.
- 3.2 The contents of all deliverables will, as a minimum, meet the requirements of the ISDG programme.
- 3.3 The Service Provider shall perform the Services as follows:
 - 3.3.1 The Service Provider shall report to the Interns’ Supervisor(s) as registered on the ISDG programme and the Senior Manager: Town Planning of the George Municipality;
 - 3.3.2 The Service Provider shall be required to work out and agree on a training schedule for each intern with the respective Supervisor(s). Should the intern be seconded to undertake experiential training with another company or state institution, the Service Provider shall work out and agree on a training schedule with the seconder’s supervisor. The Service Provider shall provide a training progress report for each intern to the Municipality every month in accordance with paragraph 4.2;
 - 3.3.3 The Service Provider shall meet with the Supervisor and/or designated Supervisor to discuss all relevant matters relating to the training programme at least once a month and submit minutes of the meeting to the Municipality every month in accordance with paragraph 4.2;
 - 3.3.4 The Service Provider shall maintain a detailed timesheet logbook that records all mentoring work undertaken and time allocated for the services rendered and submit the logbook every month in accordance with paragraph 4.2.



- 3.3.5 The logbook must be submitted with a Portfolio of Evidence of the mentoring to and signed off by the Supervisor and/or designated Supervisor (as the case may be) every month in accordance with paragraph 4.2;
- 3.4 The Service Provider must co-ordinate all processes, appointments, meetings and engagements with the interns, supervisors, and the Municipality.
- 3.5 The Service Provider shall assist/ advise the Municipality in the process of interviewing of candidate interns, as well as on the extension of interns' contracts where such extension may be required for the intern to complete his/her "road to registration", in terms of the ISDG programme, when such events arise.

4. REPORTING AND LEVELS OF SERVICE TO BE RENDERED BY THE SERVICE PROVIDER

- 4.1 The Services shall be performed in a professional and impartial manner.
- 4.2 The Service Provider shall provide a **monthly** progress report, along with the documents stated on 3.3.2 to 3.3.5 above by the **10th** day of each month for the duration of this Agreement and contain the following information pertaining to the Services of the previous month:
- 4.2.1 A detailed summary of mentoring undertaken with each intern under his mentorship;
- 4.2.2 A report on the status quo of the mentoring on the intern's road to professional registration;
- 4.2.3 The challenges faced;
- 4.2.4 Any interventions required;
- 4.2.5 Additional training courses, workshops, seminars and conferences, etc. interns can attend; and

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4.2.6 Budgets required for such additional training.

4.3 The Municipality reserves the right to request additional information pertaining to any matters or issues raised in or issues omitted from a report, as well as any other relevant information which information must be submitted within 10 days of such request unless otherwise agreed.

4.4 The Service Provider agrees to attend any further meeting at the request of the Municipality to discuss matters pertaining to this Agreement.

4.5 The Service Provider shall keep minutes of each meeting and shall make same available to the Municipality and annex them to the relevant monthly reports in accordance with paragraph 4.2.

5 OBLIGATIONS OF THE SERVICE PROVIDER

5.1 The Services must be performed in a professional and impartial manner.

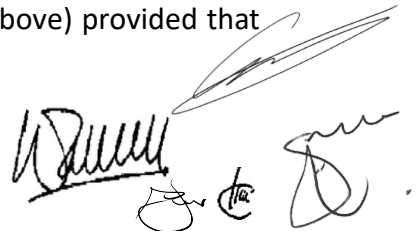
5.2 The Service Provider shall:-

5.2.1 exercise reasonable skill, care and diligence in performing the Services; and

5.2.2 ensure that Services are performed in accordance with the deliverables and obligations as required by a Mentor of the ISDG programme.

6. PAYMENT

6.1 The Municipality shall pay the Service Provider a set service fee of **R1 050.00 per hour (no VAT applicable) for less than 24 hours (R25 200.00) and up to a maximum of 29 hours and 30 minutes (R 30 975.00) per month**, within 30 (thirty) days of receipt of a detailed invoice together with the monthly report (refer to 4.2 above) provided that

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the services to which the invoice relates have been rendered to the satisfaction of the Municipality.

6.2 The following details must be reflected on invoices forwarded to the Municipality by the Service Provider:

6.2.1 The total amount payable with reference to the activities and outputs referred to in clauses 3 and 4 of this Agreement;

6.2.2 No VAT is payable;

6.2.3 The tender/contract number.


6.3 The Municipality will verify the correctness of the invoice and notify the Service Provider of any possible discrepancies within 10 (ten) days of receipt of the invoice. Provided that the invoice is correct the amount due shall be payable within 30 (thirty) days from receipt of the invoice.

6.4 If the Municipality identifies any material discrepancies, the invoice will be referred back to the Service Provider, and the amount due will be payable within 30 (thirty) days from receipt of a correct invoice.

6.5 No payment will be made in respect of Services that are incomplete and not in line with the requirements of this Agreement.

6.6 Payments by the Municipality to the Service Provider shall be made by electronic funds transfer into a bank account in South Africa, as nominated in writing by the Service Provider.

6.7 The Municipality shall not reimburse the Service Provider for any further disbursements, including, but not limited to parking, computer consumables, telephone calls, stationary, printing, travel, catering and accommodation costs that are incurred to render the Services.

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- 6.8 Notwithstanding clause 6.7, the Service Provider may arrange with the Municipality for the reimbursement of travel and accommodation costs relating to an intern that has been seconded outside of the Garden Route area. Such costs shall be reasonable, align with Council's Travel and Accommodation policies and be paid from the ISDG grant funding.

7. INTELLECTUAL PROPERTY RIGHTS

The Service Provider shall have no claim or entitlement to any copyright or other intellectual property that arises out of the execution of this Agreement, ownership of which shall at all times vest in the Municipality. The Service Provider may not reproduce or use the copyright or any intellectual property unless it obtains the prior written permission of the Municipality.

8. INDEPENDENT CONTRACTOR

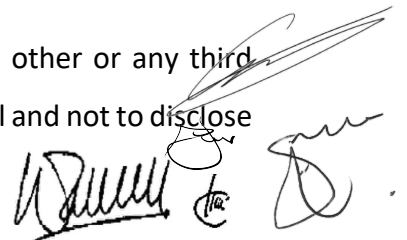
- 8.1 The Service Provider is appointed as an independent contractor, and not as an employee, and at all relevant times during the currency of this Agreement no employer/employee relationship shall exist between the Parties.

- 8.2 The Municipality shall not be liable for any injury, loss or damage directly or indirectly incurred by the Service Provider, as an independent contractor, arising out of or in connection with the Services rendered by the Service Provider in accordance with this Agreement.

9. CONFIDENTIALITY

- 9.1 The Parties hereby undertake not to make any public statement or issue press releases relating to or affecting either Party to this Agreement without the prior written consent of the other Party.

- 9.2 The Parties undertake to treat all information furnished by each other or any third party in the execution of this Agreement, as secure and confidential and not to disclose

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the same to any unauthorized third party, without that Party's prior written consent. The Parties agree to only use such confidential information for purposes of the performance of their respective statutory functions and duties and/or their obligations in terms of this Agreement unless compelled by law to disclose such information.

- 9.3 Subject to clause 9.5, each Party undertakes to keep confidential and not to disclose to any third party, save as may be required in law (including by the rules of any recognised securities exchange, where applicable) or permitted in terms of this Agreement, the nature, content or existence of this Agreement and any and all information given by a Party to the other Party pursuant to this Agreement.
- 9.4 No announcements of any nature whatsoever will be made by or on behalf of a Party relating to this Agreement without the prior written consent of the other Party, save for any announcement or other statement required to be made in terms of the provisions of any law or by the rules of any recognised securities exchange, in which event the Party obliged to make such statement will first consult with the other Party in order to enable the Parties in good faith to attempt to agree the content of such announcement, which (unless agreed) must go no further than is required in terms of such law or rules. This will not apply to a Party wishing to respond to the other Party which has made an announcement of some nature in breach of this clause 9.
- 9.5 This clause 9 shall not apply to any disclosure made by a Party to that Party's professional advisors, financiers or consultants, provided that they have agreed to the same confidentiality undertakings, or to any judicial or arbitral tribunal or officer, in connection with any matter relating to this Agreement or arising out of it.
- 9.6 The provisions of this clause are severable from the rest of the provisions of this Agreement and shall survive its termination and continue to be of full force.

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10 PROTECTION OF PERSONAL INFORMATION

The Parties hereby acknowledge that –

- 10.1 implementation of the terms of this Agreement and all related transactions will require them to disclose certain personal information, as defined in the Protection of Personal Information Act, No. 4 of 2013 ("POPIA");
- 10.2 for such purpose their personal information will be required to be provided to the applicable local authority, the South African Revenue Service and other necessary third-party service providers such as financial institutions, mortgage originators, attorneys and those required to provide compliance certificates; and
- 10.3 such authorities and third-party service providers will process their personal information (as that concept is defined in POPIA, including by way of the collection, verification, retention and transfer thereof) for the above purpose.

11. SETTLEMENT OF DISPUTES

- 11.1 Without detracting from a party's right to institute action or motion proceedings in the High Court or other Court of competent jurisdiction in respect of any dispute that may arise out of or in connection with this Agreement, the Parties may, by mutual consent, follow the mediation and/or arbitration procedure as set out in clauses 11.2 and 11.3.

11.2 Mediation

- 11.2.1 Subject to the provisions of clause 11.1, any dispute arising out of or in connection with this Agreement may be referred by the Parties without legal representation to a Mediator.
- 11.2.2 The dispute shall be heard by the Mediator at a place and time to be determined by him or her in consultation with the Parties.
- 11.2.3 The Mediator shall be selected by agreement between the Parties.

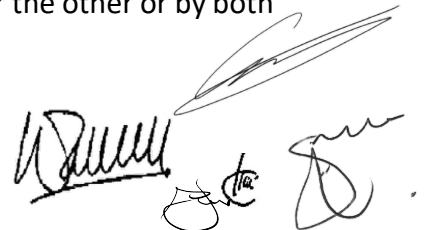
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- 11.2.4 If an agreement cannot be reached upon a particular Mediator within three business days after the Parties have agreed to refer the matter to mediation, then the Chairperson for the time being of the Practice Council (Western Cape Provincial Office) shall nominate the Mediator within 7 (seven) business days after the Parties have failed to agree.
- 11.2.5 The Mediator shall at his or her sole discretion determine whether the reference to him or her shall be made in the form of written or verbal representations, provided that in making this determination he or she shall consult with the Parties and may be guided by their common reasonable desire of the form in which the said representations are to be made.
- 11.2.6 The Parties shall have 7 (seven) business days within which to finalise their representations. The Mediator shall within 7 (seven) business days of the receipt of the representations express in writing an opinion on the matter and furnish the Parties each with a copy thereof by hand or by registered post.
- 11.2.7 The opinion so expressed by the Mediator shall be final and binding upon the Parties unless a Party is unwilling to accept the opinion expressed by the Mediator. In such event, the aggrieved party may institute legal proceedings in a court of competent jurisdiction, unless the Parties agree to refer the dispute to arbitration in accordance with clause 11.3. The expressed opinion of the Mediator shall not prejudice the rights of either Party in any manner whatsoever in the event of legal proceedings or arbitration, as the case may be.
- 11.2.8 The cost of mediation shall be determined by the Mediator.
- 11.2.9 Liability for such cost shall be apportioned by the Mediator and shall be due and payable to the Mediator on presentation of his or her written account.

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11.3 Arbitration

- 11.3.1 Subject to the provisions of clause 11.1, the Parties may agree to refer any dispute arising out of or in connection with this Agreement, to arbitration.
- 11.3.2 Arbitration shall be held in Cape Town and/or George, or as may be agreed between the parties informally and otherwise in accordance with the provisions of the Arbitration Act, No. 42 of 1965, it being intended that, if possible, it shall be held and concluded within ten business days.
- 11.3.3 Save as otherwise specifically provided herein, the Arbitrator shall be if the matter in dispute is:
- (a) Primarily a legal matter, a practicing Senior Advocate of the Cape Bar;
 - (b) any other matter, an independent and suitably qualified person as may be agreed upon between the parties to the dispute.
- 11.3.4 If agreement cannot be reached on whether the question in dispute falls under 11.3.3(a) or 11.3.3(b) and/or upon a particular Arbitrator within three business days after the Parties have agreed to refer the dispute to arbitration, then the Chairperson for the time being of the Cape Bar Council shall be requested to:
- (a) determine whether the question in dispute falls under 11.3.3(a) or 11.3.3(b); and/or
 - (b) nominate the Arbitrator within seven days after the Parties have failed to agree.
- 11.3.5 The Arbitrator shall give his or her decision within five business days after the completion of the arbitration. The Arbitrator may determine that the costs of the arbitration are to be paid either by one or the other or by both of the Parties.

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11.3.6 The decision of the Arbitrator shall be final and binding and may be made an order of the Western Cape High Court, Cape Town, upon the application by any party to the arbitration.

11.4 Notwithstanding the provisions contained in clause 27 of the GCC, disputes between the Parties shall be governed exclusively by, and settled in terms of, clauses 11.1 to 11.3 of this Service Level Agreement.

12. BREACH

12.1 If the Service Provider breaches the terms and conditions of this agreement, the Municipality must notify the Service Provider in writing to remedy the breach within 7 (seven) days after becoming aware of the alleged breach.

12.2 If the breach consists of the non-payment of money due, then the period will be not less than 10(ten) days and if the breach is of other nature, then the period will be not less than 30(thirty) days.

12.3 In the event of the Service Provider failing or being unable to remedy the breach the Municipality may, without prejudice to any other rights it may have in law, exercise all or any of the following rights to:

12.3.1 Cancel this Agreement and/or;

12.3.2 Demand specific performance, together with a claim for any damages and interest.

12.4 If the Municipality breaches the terms and conditions of this Agreement, the Service Provider must notify the George Municipality in writing to remedy the breach within 7 (seven) days after becoming aware of the alleged breach.

12.5 If the breach consists of the non-payment of money due, then the period will be not less than 10(ten) days and if the breach is of other nature, then the period will be not less than 30(thirty) days.

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12.6 In the event of the Municipality failing to or being unable to remedy the breach, the Service Provider without prejudice to any other rights it may have in law, exercise all or any of the following rights:

12.6.1 Cancel the Agreement; or

12.6.2 Demand Specific Performance together with a claim for any damages and interest.

12.7 The Service Provider accepts liability for all legal costs, including attorney and own client charges and collection charges, and other expenses of any nature whatsoever, which may be incurred by the Municipality by reason of the Service Provider breach of any term or condition of this Agreement.

12.8 Notwithstanding the above, the Municipality reserves the right to impose penalties or claim damages in lieu of penalties, as contemplated in clause 13 below due to late performance or non-delivery of the Services.

12.9 The Service Provider acknowledges and agrees that any negative public statement made by the Service Provider, whether directly or indirectly, about the Municipality, its employees, both political or administratively appointed, whether on radio, television, print media, news media, social media or any other mass media channel, shall be considered a material breach of this contract. In the event of such breach, the Municipality may, at its sole discretion, need to reconsider its ongoing contractual relationship with the Service Provider.

13 PENALTIES

13.1 It is recorded and agreed that, in the event that the Service Provider fails to deliver the Services within the period stipulated in this Agreement, the Municipality shall be entitled to impose penalties on the Service Provider in the manner as set out in clause 22 of the GCC.

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- 13.2 The Municipality's right to impose penalties shall not in any way detract from the Directorate's right to claim damages in lieu of penalties in the event of a breach by the Service Provider of any or all of the terms and conditions of this Agreement.

14 ASSIGNMENT, CESSION AND DELEGATION

- 14.1 The Service Provider may not assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this Agreement, in whole or in part, to any other party or person
- 14.2 In the event that the Mentor leaves the service of the Service Provider, the Service Provider shall immediately nominate a replacement Mentor to ensure an uninterrupted service to the Directorate. The Service Provider may not replace a Mentor without the prior written approval of the Directorate and subject to such Mentor being bound by the terms and conditions of the Agreement.

15 NOTICE AND DOMICILIUM

- 15.1 The Parties choose as their respective *domicilium citandi et executandi* for the purposes of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in terms of this Agreement, the following addresses:

THE MUNICIPALITY:

Office of the Municipal Manager
Third floor, Civic Centre,
71 York Street,
George, 6529

THE SERVICE PROVIDER:

Perception Planning and Development Services CC, registration number, Reg. No.
2003/102950/23
7 Imelda Court,
103 Meade Street,
George, 6529

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provided that a Party may change its *domicilium* to another physical address [in the Republic of South Africa] (provided that such physical address is not a post office box or *poste restante*), or may change its address for the purposes of notices to any other physical address or email address by written notice to the other Party to that effect. Such change of address will be effective 5 business days after receipt of the notice of the change.

15.2 All notices to be given in terms of this Agreement will be given in writing and will —

15.2.1 be delivered by hand or sent by email;

15.2.2 if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and

15.2.3 if sent by email during business hours, be presumed to have been received on the date of successful transmission of the email. Any email sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.

15.3 Notwithstanding the above, any notice given in writing, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 14.

15.4 The above clause will not be so construed as to oust the service procedures, specifically those of personal service as depicted in any applicable legislation of the Republic of South Africa.

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16 WAIVER

- 16.1 No waiver of any of the terms and conditions of this Agreement shall be binding unless expressed in writing and signed by the Party giving the same, and any such waiver shall be affected only in the specific instance and for the purpose given.
- 16.2 No failure or delay on the part of either Party in exercising any right, power or privilege precludes any other or further exercising thereof or the exercising of any other right, power or privilege.
- 16.3 No indulgence, leniency or extension of time which any Party (*"the Grantor"*) may grant or show the other Party, shall in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in terms of this Agreement.

17 ENTIRE AGREEMENT

- 17.1 This Agreement constitutes the entire agreement between the Parties and no amendment, alteration, addition or variation of any right, term or condition of this Agreement will be of any force or effect unless reduced to writing and signed by the Parties to this Agreement.
- 17.2 The Parties agree that there are no conditions, variations or representations, whether oral or written and whether expressed or implied or otherwise, other than those contained in this Agreement.
- 17.3 This Agreement replaces any other previous verbal or written agreement entered into between the Parties.

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SIGNED AT GEORGE ON THIS 14th DAY OF March 2023



Ms Lauren Waring in her capacity as
Director: Human Settlements, Planning &
Development and Property Management,
on behalf of George Municipality, who
warrants that she is duly authorized to sign
on its behalf.

AS WITNESSES:



Signature

CLINTON PETERSEN

Name also in capital letters



Signature

DELIA POWER

Name also in capital letters

SIGNED AT GEORGE ON THIS 8th DAY OF March 2023



Mr Stefan Ethan de Kock in his capacity as
Member and Mentor, on behalf of
Perception Planning CC, who warrants
that he is duly authorized to sign on its
behalf.

AS WITNESSES:



Signature

Guillaume Jean-Robert Narainne

Name also in capital letters

Signature

Name also in capital letters