

Dated 31 May \_\_\_\_\_ 2024

## **Support/Transitional Services Agreement**

between

**RCL Group Services Proprietary Limited**  
as “Service Provider”

and

**RCL FOODS Consumer Proprietary Limited**  
as “Service Recipient”

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31 May

This Agreement is made on \_\_\_\_\_ 2024

**Between:**

- (1) **RCL Group Services Proprietary Limited**, a private company duly incorporated in accordance with the Applicable Laws of South Africa with registration number: 1957/004291/07 and registered office at 10 The Boulevard, Westway Office Park, Westville, 3629 ("**Service Provider**"); and
  - (2) **RCL FOODS Consumer Proprietary Limited**, a private company duly incorporated in accordance with the Applicable Laws of South Africa with registration number: 1960/002377/07 and registered office at 10 The Boulevard, Westway Office Park, Westville, 3629 ("**Service Recipient**"), being the entity which houses RainbowDiv,
- (each, a "**Party**" and together, the "**Parties**").

**Whereas:**

- (A) The board of directors of RCL FOODS ("**Board**") released announcements on the Stock Exchange News Services of the JSE, advising RCL FOODS Shareholders that the Board had resolved to separate RainbowDiv from RCL FOODS ("**Separation**").
- (B) The Separation will have the effect of completely separating the Service Recipient from the RCL FOODS group, and accordingly the Parties are of the view that the transitioning of the Service Recipient into a standalone operating environment must be managed in a responsible manner.
- (C) As such, the Service Recipient wishes to appoint the Service Provider to perform and render to it the Services for the Term.
- (D) The Parties wish to enter into this Agreement in order to record the terms on which the Service Provider shall provide the Services to the Service Recipient for the Term.

**It is agreed:**

**1. Definitions and Interpretation**

1.1 In this Agreement, the following expressions have the following meanings:

"**Affiliate**" means any entity (whether a natural person, juristic person or otherwise and including a trust, partnership and joint venture) which is directly or indirectly Controlled by an entity, or any entity that directly or indirectly Controls that entity concerned, or any entity directly or indirectly under common Control with that entity;

"**Agreement**" means this support/transitional services agreement, together with all annexures hereto (if any), as may be amended, revived, replaced and/or reinstated from time to time;

"**Applicable Laws**" means the constitution, statutes, subordinated legislation, regulations, proclamations, ordinances, by-laws, legislated codes, the common law, judicial, administrative, governmental and regulatory judgments, orders, instructions, directives, rules, rulings, authorisations and approvals and other binding pronouncements or notices of any authority having the force and effect of law or which can be enforced by any authority whether by administrative action or otherwise, and binding conventions, international agreements and treaties;

"**Business Day**" means any day other than a Saturday, Sunday or gazetted national public holiday in South Africa from time to time;

"**Companies Act**" means the Companies Act No. 71 of 2008 of South Africa;

**“Confidential Information”** has the meaning given to it in clause 23.1;

**"Control"** means the ability of a person to control a juristic person such that:

- (a) in the case of a juristic person that is a company: (i) that juristic person is a Subsidiary of that first person; or (ii) that first person together with any related or inter-related person, is: (a) directly or indirectly able to exercise or control the exercise of a majority of the voting rights associated with securities of that company, whether pursuant to a shareholders' agreement or otherwise; or (b) has the right to appoint or elect, or control the appointment or election of, directors of that company who control a majority of the votes at a meeting of the board;
- (b) in the case of a juristic person that is a close corporation, that first person owns the majority of the members' interest, or controls directly, or has the right to control, the majority of members' votes in the close corporation;
- (c) in the case of a juristic person that is a trust, that first person has the ability to control the majority of the votes of the trustees or to appoint the majority of the trustees, or to appoint or change the majority of the beneficiaries of the trust; or
- (d) that first person has the ability to materially influence the policy of the juristic person in a manner comparable to a person who, in ordinary commercial practice, would be able to exercise an element of control referred to in paragraphs (a) (b) or (c) above;

**“Data Protection Legislation”** means any applicable legislation in force from time to time relating to privacy or the processing and the protection of Personal Information;

**"Disaster"** means any unplanned disruption, interruption or other incident which impairs the ability of the Service Provider to provide any of the Services as set forth in this Agreement;

**“Disclosing Party”** has the meaning given to it in clause 23.1;

**"Dispute"** has the meaning given to it in clause 39.1;

**"Effective Date"** means notwithstanding the Signature Date, 1 July 2024, or such other date as the Parties may agree in writing;

**"Force Majeure Event"** means any event or circumstance which is (i) unforeseeable; (ii) foreseeable as a possibility but a reasonable person would not, or the Parties themselves did not, expect the occurrence thereof would be likely to affect the ability of a Party to perform in terms of this Agreement, and it would be reasonable to permit a Party to be entitled to rely on such an event or circumstance to invoke the provisions of clause 24; (iii) beyond the reasonable control of a Party and not caused by its fault or negligence, including: any act of God, flood, earthquake or other natural Disaster, terrorist acts, riots, war, sanction or embargo, fire, explosion or accident, industrial action of any kind (other than induced by the affected Party or another member of its Group), act taken by a Governmental Entity or mandatory actions that a Party is required to take to comply with: (a) Applicable Laws; or (b) instructions that have the force of law issued by a Governmental Entity (which has authority over that Party or the geographical region in which it operates), including in relation to an epidemic or pandemic and that takes effect after the Effective Date; or (iv) having arisen, the Party claiming *force majeure* has, at its own cost, taken all reasonable steps available to it to mitigate its effect upon that Party's ability to perform;

**"Good Industry Practice”** means, in relation to the Services, the standards, practices, methods and procedures that would reasonably and ordinarily be expected from a skilled and experienced, reasonable and prudent operator, engaged in a similar type of undertaking under similar circumstances, and acting in a lawful and proper manner;

**"Governmental Entity"** means:

- (a) the government of any applicable jurisdiction in which a Party is incorporated (including any national, state, provincial, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, central bank, commission or other authority thereof; and
- (b) any governmental, quasi-governmental or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, Tax, importing or other governmental authority or quasi-governmental authority within any applicable jurisdiction in which a Party is incorporated;

**"Group"** means:

- (a) in respect of the Service Provider, the Service Provider's Group; and
- (b) in respect of the Service Recipient, the Service Recipient's Group;

**"Insolvency Event"** means in relation to any person:

- (a) it is dissolved or de-registered;
- (b) an order or declaration is made, or a resolution is passed, for the administration, custodianship, bankruptcy, liquidation, business rescue, winding-up, judicial management, receivership, supervision, trusteeship, de-registration or dissolution (and, in each case, whether provisional or final) of it, its assets or its estate or an order or declaration is made, or a resolution is passed, to authorise the commencement of any business rescue proceeding in respect of it, its assets or its estate;
- (c) it convenes any meeting to consider the passing of a resolution for the administration, custodianship, bankruptcy, liquidation, business rescue, winding-up, judicial management, receivership, supervision, trusteeship, de-registration or dissolution (and, in each case, whether provisional or final) of it, its assets or its estate or to authorise the commencement of any business rescue proceeding in respect of it, its assets or its estate;
- (d) it seeks or requests the appointment of an administrator, liquidator (whether provisional or final), business rescue practitioner, conservator, receiver, trustee, judicial manager, judicial receiver, administrative receiver, compulsory manager, custodian or other similar official for it or for all or substantially all its assets or estate;
- (e) it has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 (thirty) days thereafter;
- (f) it is unable (or admits inability) to pay its debts generally as they fall due or is (or admits to being) otherwise insolvent or stops, suspends or threatens to stop or suspend payment of all or a material part of its indebtedness or proposes or seeks to make, or makes a general assignment, or any arrangement, compromise or composition with or for the benefit of its creditors or any class of its creditors or a moratorium is agreed or declared in respect of or affecting, all or a material part of its indebtedness;
- (g) it takes or proposes to its creditors any proceeding for, or seeks to make or makes, a general readjustment, rescheduling or deferral of its indebtedness (or any part thereof which it would otherwise be unable to pay when due);

- (h) any receiver, administrative receiver, judicial receiver, judicial manager, administrator, compulsory manager, judicial custodian, trustee in bankruptcy, liquidator (whether provisional or final), business rescue practitioner or the like is appointed in respect of it, its estate or any material part of its assets; or
- (i) it causes or is subject to any event with respect to it which, under the Applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (h) above;

**"Intellectual Property"** means any and all worldwide registered and unregistered intellectual property rights, including: (i) invention rights and invention disclosures (whether or not patentable or reduced to practice); (ii) patents; (iii) design rights, design applications and registrations; (iv) trade marks; (v) domain names, internet websites and web content; (vi) copyright; (vii) databases and data collections, software; (viii) know-how; (ix) all applications, registrations, extensions, re-examinations and renewals in connection with any of the foregoing; (x) all improvements, developments, modifications, revisions, translations, adaptations, supplements and derivations of any of the foregoing; (xi) all copies and tangible embodiments of the foregoing, in each instance in whatever form or medium; and (xii) all rights of a similar nature capable of protection anywhere in the world;

**"IT Systems"** means computer systems, communication systems, software and hardware in each case, as may be used in the provision or receipt of the Services;

**"JSE"** means JSE Limited (Registration No.: 2005/022939/06), a public company duly incorporated in accordance with the Applicable Laws of South Africa, or where the context requires, the securities exchange known as the Johannesburg Stock Exchange which is operated by JSE Limited;

**"Material Breach"** means a material breach of a material provision of this Agreement that is:

- (a) capable of being remedied, but is not so remedied within the Notice Period; or
- (b) is incapable of being remedied and either payment in money will not compensate for such breach or, where payment in money will compensate for such breach, such payment is not made within the Notice Period;

**"Notice"** has the meaning given to it in clause 26;

**"Notice Period"** has the meaning given to it in clause 17.1;

**"Permitted Purpose"** has the meaning given to it in clause 23.2;

**"Personal Information"** means information about an identifiable, natural person and where applicable, a juristic person, including, information about: race, gender, sex, pregnancy, marital status, nationality, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language, birth, education, medical, financial, criminal or employment history, any identifying number, symbol, e-mail, postal or physical address, telephone number, location, any online identifier, any other particular assignment of the person, biometric information, personal opinions, views or preferences of the person or the views or opinions of another individual about the person, correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence, and the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;

**"Personnel"** means representatives, employees, agents, contractors and other personnel;

**"POPIA"** means the Protection of Personal Information Act 4 of 2013 of South Africa;

**"Primary Representatives"** means:

- (a) in respect of the Service Provider, Bilal Docrat in his capacity as Internal Auditor in respect of the internal audit services and Deena Naicker in his capacity as Chief Business Services Officer in respect of all other Services, or such other persons as the Service Provider may from time to time nominate; and
- (b) in respect of the Service Recipient, Kerry van der Merwe in her capacity as Finance Director or such other persons as the Service Recipient may from time to time nominate;

**"Prime Rate"** means the publicly quoted basic rate of interest, compounded monthly in arrears and calculated on a 365 (three hundred and sixty five) day year irrespective of whether or not the year is a leap year, from time to time published by First National Bank as being its prime overdraft rate, as certified by any representative of that bank whose appointment and designation it will not be necessary to prove;

**"Process"** means any operation or activity, automated or not, concerning Personal Information, including: alteration, blocking, collation, collection, consultation, degradation, destruction, dissemination by means of transmission, distribution or making available in any other form, erasure, linking, merging, organisation, receipt, recording, retrieval, storage, updating, modification, or the use of information and **"Processing"** and **"Processed"** will have a similar meaning;

**"R"** or **"Rand"** means South African Rand, the lawful currency of South Africa;

**"Rainbow Chicken"** means, as at the Signature Date, Rainbow Chicken Proprietary Limited (Registration No. 2024/200346/07), a private company duly registered and incorporated in accordance with the Applicable Laws of South Africa, which is to be converted to a public company;

**"RainbowDiv"** means the Rainbow and Epol agri-processing business of RCL FOODS, which manufactures a range of fresh and frozen chicken products for consumer and food service channels and which also produces grain-based animal feeds;

**"RCL FOODS"** means RCL FOODS Limited (Registration No. 1966/004972/06), a public company duly registered and incorporated in accordance with the Applicable Laws of South Africa, and whose ordinary shares are listed on the JSE;

**"RCL FOODS Share"** means a listed ordinary share of no par value in the issued share capital of RCL FOODS;

**"RCL FOODS Shareholder"** means the holder of a RCL FOODS Share, who is registered as such in the securities register of RCL FOODS;

**"Reimbursable Expenses"** has the meaning given to it in clause 7.3;

**"Representative"** has the meaning given to it in clause 23.1(a);

**"Service Fees"** means the amount, other than the Reimbursable Expenses, payable by the Service Recipient to the Service Provider for rendering the Services in a month, as detailed in clause 7, as read with **Schedule 1** (*Services and Service Fees*);

**"Service Provider's Group"** means, collectively, the Service Provider and its Subsidiaries and any legal entity in which RCL FOODS directly or indirectly holds more than 50% (fifty percent) of the shares or voting rights, from time to time;

"**Service Recipient's Group**" means, collectively, the Service Recipient and its Subsidiaries and any legal entity in which Rainbow Chicken directly or indirectly holds more than 50% (fifty percent) of the shares or voting rights, from time to time;

"**Service Term**" means the period commencing on the Effective Date and terminating 24 (twenty four) months after the Effective Date, or such other period as may be agreed by the Parties in writing;

"**Services**" means the services to be rendered by the Service Provider to the Service Recipient in terms of this Agreement, as detailed in **Schedule 1** (*Services and Services Fees*);

"**Services Manager**" has the meaning given to it in clause 10.1;

"**Signature Date**" means the date on which the Party to this Agreement signing last in time signs this Agreement;

"**South Africa**" means the Republic of South Africa;

"**Subsidiary**" means a subsidiary of a company as contemplated by section 3 of the Companies Act including, for the avoidance of doubt, entities registered and incorporated outside of South Africa which would otherwise constitute a subsidiary if such entities were registered and incorporated in South Africa;

"**Tax**" means all direct and indirect taxes, charges, imports, duties, levies, deductions, withholdings or fees of any kind whatsoever, or any amount payable on account of or as security for any of the foregoing, imposed, levied, collected, withheld or assessed by or payable to a Governmental Entity or Tax Authority, whenever and wherever imposed, together with any penalties, fines, charges, surcharges, sanctions or interest relating thereto, including corporate tax, provisional tax, income tax, capital gains tax, VAT, withholding tax, customs, securities transfer tax, pay as you earn, Unemployment Insurance Fund, skills development levies, and any amount in respect of any of the aforementioned and "**Taxes**" and "**Taxation**" shall be construed accordingly;

"**Tax Authority**" means any taxing or other authority, body or official competent to impose any liability in respect of Taxation or responsible for the assessment, administration, levy and/or collection of Taxation or enforcement of any law in relation to Taxation;

"**Term**" has the meaning given to it in clause 18.1;

"**Third Party Consent**" means any permission, consent, agreement or authorisation required from a third party for the provision of any Service;

"**Third Party Supplier**" means a third party supplier to the Service Provider or another member of the Service Provider Group, of products or services that form part of the Services; and

"**VAT**" means:

- (a) value-added tax levied pursuant to the Value-added Tax Act, No. 89 of 1991 of South Africa;
- (b) any tax computed or charged by reference to use, consumption of goods and services, value added, turnover, sales, use, distribution; and
- (c) any corresponding Tax or Tax of a similar nature to such Tax referred to in paragraphs (a) and (b) above, wherever imposed.

1.2 In this Agreement:

- (a) any reference to an enactment is to that enactment as at the Signature Date and as amended or re-enacted from time to time and includes any subordinate legislation made



from time to time under such enactment. Any reference to a particular section in an enactment is to that section as at the Signature Date, and as amended or re-enacted from time to time and/or an equivalent measure in an enactment, provided that if as a result of such amendment or re-enactment, the specific requirements of a section referred to in this Agreement are changed, the relevant provision of this Agreement shall be read as if it had also been amended as necessary, without the necessity for a written amendment;

- (b) words importing the masculine gender include the feminine and neuter genders and vice versa; the singular includes the plural and vice versa; and natural persons include artificial persons and vice versa;
- (c) references to a "**person**" include a natural person, company, close corporation or any other juristic person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons;
- (d) if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
- (e) any definition, wherever it appears in this Agreement, shall bear the same meaning and apply throughout this Agreement unless otherwise stated or inconsistent with the context in which it appears;
- (f) any reference to a day, month or year shall be construed as a Gregorian calendar day, month or year;
- (g) if there is any conflict between any definitions in this Agreement then, for purposes of interpreting any clause of this Agreement or paragraph of any schedule, the definition appearing in that clause or paragraph shall prevail over any other conflicting definition appearing elsewhere in this Agreement;
- (h) where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which event the last day shall be the next succeeding Business Day;
- (i) if figures are referred to in numerals and in words in this Agreement and if there is any conflict between the two, the words shall prevail;
- (j) any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as having not been written (i.e. *pro non scripto*) and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction;
- (k) the use of any expression covering a process available under South African law (such as but not limited to a winding-up) shall, if any of the Parties is subject to the law of any other jurisdiction, be interpreted in relation to that Party as including any equivalent or analogous proceeding under the law of such other jurisdiction;
- (l) the discharge or termination of this Agreement shall not affect those provisions of this Agreement which expressly provide that they will operate after such discharge or termination or which of necessity must continue to have effect after such discharge or termination, notwithstanding that the clauses themselves do not expressly provide for this;

- (m) any reference in this Agreement to a Party shall include a reference to that Party's assigns expressly permitted under this Agreement and, if such Party is liquidated, or is sequestrated or business rescue proceedings have commenced in respect of such Party, be applicable also to and binding upon that Party's liquidator, trustee or business rescue practitioner, as the case may be;
- (n) the rule of construction that if general words or terms are used in association with specific words or terms which are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class (i.e. the *eiusdem generis rule*) shall not apply, and whenever the word "**including**" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given;
- (o) any reference in this Agreement to any other agreement or document shall be construed as a reference to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated or supplemented;
- (p) each of the provisions of this Agreement has been negotiated by the Parties and drafted for the benefit of the Parties, and accordingly the rule of construction that the contract shall be interpreted against or to the disadvantage of the Party responsible for the drafting or preparation of this Agreement (i.e. the *contra proferentem* rule), shall not apply;
- (q) where this Agreement requires a Party to use "**Reasonable Endeavours**" in relation to an action or omission, that Party shall do all such things as are or may be necessary so as to achieve that action or omission and, to the extent that the action or omission is frustrated, hindered or otherwise difficult to attain, each of the Parties shall consult and co-operate with each other and continue to take action so as to achieve that action or omission, provided that any actions or omissions required to be undertaken shall:
  - (i) at all times be commercially reasonable as regards all Parties;
  - (ii) not be such as to result in a breach of fiduciary duty or contravention of any Applicable Laws; and
  - (iii) not be construed as requiring a Party to take any step other than one which a prudent, determined and reasonable business person, acting in his own interests and desiring to achieve that result, would in that circumstance undertake; and
- (r) where this Agreement requires a Party to use "Best Endeavours" in relation to an action or omission, that Party shall do all such things as are or may be necessary or desirable so as to achieve that action or omission and, to the extent that the action or omission is frustrated, hindered or otherwise difficult to attain, each of the Parties shall consult and co-operate with each other and continue to take action so as to achieve that action or omission, provided that any actions or omissions required to be undertaken shall not be such as to result in a breach of fiduciary duty or contravention of any Applicable Laws.

## 2. Appointment

- 2.1 With effect from the Effective Date, the Service Recipient appoints the Service Provider to perform and render the Services, and the Service Provider agrees to perform and render the Services to the Service Recipient, on the terms and conditions set out in this Agreement.
- 2.2 The appointment of the Service Provider shall be on a non-exclusive basis in respect of all the Services. The Service Recipient may, subject to the terms and conditions of this Agreement, appoint any third party to render any one or more of the Services in their entirety.

### 3. Relationship between the Parties

The Service Provider is appointed by the Service Recipient as an independent contractor and nothing in this Agreement shall be construed in any way to:

- (a) constitute an employer/employee relationship, agency, joint venture or partnership arrangement in any shape or form between the Parties; or
- (b) afford either Party the authority to bind the other Party and/or to commit the other Party to any form of credit and/or authorise any Party to incur any liability whatsoever on behalf of the other.

### 4. Services and Service Standards

4.1 With effect from the Effective Date, the Service Provider shall render and perform the Services to the Service Recipient, or procure the provision of, each of the Services to the Service Recipient for the applicable Service Term in accordance with the terms of this Agreement.

4.2 The Service Provider shall, as soon as reasonably possible after the Signature Date, develop a service schedule ( "**Ways of Working**" ) which shall:

- (a) describe the specific procedures which are required to be adopted by the Service Provider in respect of each Service; and
- (b) where applicable, the standards to be maintained in performing the Services.

4.3 The Service Provider shall provide the Service Recipient with a copy of the Ways of Working it has developed for the rendering of the Services. In the event of any amendment to such Ways of Working, the Service Provider shall immediately notify the Service Recipient of such change in writing.

4.4 The Service Provider undertakes that, for the duration of this Agreement, it shall:

- (a) at all times act with due skill, care and diligence in performing its obligations under this Agreement;
- (b) provide (or procure the provision of) each Service:
  - (i) subject to clause 4.5, in the same as, or substantially similar manner as the Services were provided (or procured) by a member of the Service Provider's Group immediately prior to the Effective Date ("**Pre-Completion Standard of Provision**"), but no service credits or key performance indicators shall apply to the provision of the Services;
  - (ii) in accordance with Good Industry Practice; and
  - (iii) in a manner that complies with Applicable Laws;
- (c) use adequate numbers of qualified Personnel with suitable training, education, experience and skill to perform the Services;
- (d) ensure that the persons contemplated in clause 4.2(c) are available to provide the Services at demarcated times and places of engagement that the Service Recipient requires from time to time, provided adequate notice has been provided to the Service Provider;
- (e) not delegate, assign or sub-contract any one or more of the Services to any other person or procure or allow any of the obligations of the Service Provider under this Agreement to be performed by any other person but for the Service Provider, without the prior

written consent of the Service Recipient, which consent shall not be unreasonably withheld; and

(f) conduct itself in an ethical and appropriate manner when rendering the Services to the Service Recipient.

4.5 The Service Provider may make changes to the Pre-Completion Standard of Provision, provided that it has discussed the potential impact of such changes on the Service Recipient with the Service Recipient in good faith and that such changes:

(a) comply with Applicable Laws;

(b) are necessitated by changes to the Service Provider's Group's internal organisation in the ordinary course of business;

(c) do not materially impact the quality or quantity of the Services; and

(d) apply generally to the provision of services by the Service Provider internally or to or by other members of the Service Provider's Group or/and within their business units.

4.6 Notwithstanding the provisions of clause 4.5, the Service Provider may make changes to the Pre-Completion Standard of Provision that are necessary to effectively separate the Service Recipient's data from the Service Provider's (or any of the Service Provider's Affiliates') data or to implement or maintain any other reasonable security measure consistent with the Service Provider and the Service Recipient no longer being Affiliates.

## **5. Service Recipient's Obligations**

5.1 The Service Recipient undertakes that, for the duration of this Agreement, it shall:

(a) subject to Applicable Laws, reasonably cooperate with the Service Provider and provide any such information, documents and assistance as may be reasonably required by the Service Provider to enable it to provide the Services;

(b) timeously attend to any written requests from the Service Provider for any information, documents and/or assistance as contemplated in clause 5.1(a); and

(c) provide the Personnel of the Service Provider with reasonable access to its premises as is reasonably necessary for the performance of the Services, provided that the Service Provider shall ensure that, while on those premises, these Personnel comply with the security, health and safety and other relevant policies and procedures of the Service Recipient's Group that are notified to the Service Provider in writing prior to or at the time of such Personnel accessing the Service Recipient's premises, and the Service Provider shall be liable for the acts and omissions of its Personnel while such Personnel are at the Service Recipient's premises.

5.2 In rendering the Services, the Service Provider shall be entitled to rely on instructions given by senior employees of the Service Recipient as being duly authorised. The Service Recipient may provide the Service Provider with extracts of the relevant board resolution(s) and/or delegation of authority delegating authority to certain individuals or roles within the Service Recipient in which instance the Service Provider shall be entitled to rely on such board resolution(s) and/or delegation of authority as proof of authority for such person to issue applicable instructions to the Service Provider for the rendering of the Services contemplated under this Agreement.

## 6. IT Systems, Security, Business Continuity and Disaster Recovery

- 6.1 Each of the Parties shall, and shall procure that their Personnel shall, when accessing the IT Systems of the other Party:
- (a) comply with the security policies and procedures of the other Party in relation to those IT Systems, as are in force from time to time and communicated to that Party by the other Party;
  - (b) report to the other Party any threats to the IT Systems or data of the other Party or its or their clients or customers in connection with the Services that such Party becomes aware of;
  - (c) limit access to, and use of, the IT Systems of the other Party to only those persons with a reasonable need to access and use those IT Systems;
  - (d) not use, or attempt to access or interfere with, any data of the other Party unless expressly authorised to do so under this Agreement;
  - (e) ensure that all users of the IT Systems of the other Party undertake a controlled authorisation process before access to such IT Systems is granted, and remove access privileges in a timely manner once they are no longer required; and
  - (f) use all Reasonable Endeavours to ensure that it does not introduce into the IT Systems of the other Party any software virus or other malicious code that might affect the Services or corrupt any data or applications on those IT Systems.
- 6.2 During the Term, the Service Provider shall implement and maintain adequate security measures to protect its IT Systems against unauthorised access by third parties and other security incidents.
- 6.3 The Service Provider shall be responsible for developing and implementing an IT Systems disaster recovery plan (“**Disaster Recovery Plan**”) to ensure its ongoing provision of the Services and the restoration of the Services in case of a Disaster. In this regard:
- (a) the Service Provider shall provide the Service Recipient with a copy of the Disaster Recovery Plan it has developed, for the Service Recipient’s consideration and approval. The Service Recipient will review and approve the Disaster Recovery plan within 10 (ten) Business Days of receipt of the Disaster Recovery Plan; and
  - (b) if the Service Recipient does not approve the Disaster Recovery Plan, the Service Recipient shall provide written reasons for its decision and the Parties shall engage with one another in good faith with a view to agreeing any amendments which may be required to the Disaster Recovery Plan within 10 (ten) Business Days. If, within this period, the Parties:
    - (i) reach agreement on any amendments to the Disaster Recovery Plan, then the Service Provider shall, within 10 (ten) Business Days of such agreement being reached, provide the Service Recipient with the updated Disaster Recovery Plan reflecting the amendments agreed to between the Parties, for the Service Recipient’s consideration and approval; or
    - (ii) are unable to reach agreement on any amendments to the Project Plan, then the matter shall be dealt with in accordance with the provisions of clause 7.6(d).

- 6.4 The Service Recipient shall be responsible to ensure that its business continuity measures and the Disaster Recovery Plan give effect to its IT and risk policies, as approved by its board from time to time.
- 6.5 Upon the occurrence of any security incident or a Disaster, each Party shall:
- (a) promptly perform all actions reasonably necessary to minimise, investigate and correct the impact of the security incident or, as applicable, to restore the Services following the Disaster;
  - (b) to the extent that the other Party is (i) directly impacted; and (ii) permitted by Applicable Laws, promptly notify the other Party of, and provide reasonably detailed information about the security incident or Disaster;
  - (c) thereafter provide the other Party with reasonably detailed information as to the status of the performance of the actions referred to in clause 6.5(a) above at reasonable intervals; and
  - (d) upon written request by the other Party, provide all reasonable assistance to the other Party affected by the security incident or the Disaster.

## 7. Service Fees and Reimbursable Expenses

- 7.1 In consideration for the provision of the Services, the Service Recipient shall pay to the Service Provider the Service Fees. The Service Fees payable to the Service Provider by the Service Recipient shall be determined in accordance with **Schedule 1** (*Services and Service Fees*).
- 7.2 The Service Provider shall be responsible for all: (i) internal and out-of-pocket costs, fees and expenses that are reasonably incurred by the Service Provider to enable it to provide (or procure the provision of) the Services in accordance with this Agreement; and (ii) Third Party Consents, but specifically excluding the Reimbursable Expenses.
- 7.3 Any costs payable to Third Party Suppliers for the provision of the Services under any applicable third party supply contracts and any other third party costs that are reasonably and properly incurred by the Service Provider in providing the Services, in each case to the extent not recovered through the Service Fees, shall be recoverable by the Service Provider from the Service Recipient as reimbursable expenses ("**Reimbursable Expenses**"), provided that the Service Provider obtains the Service Recipient's written approval, in the form of a duly authorised purchase order before incurring these third party costs (such approval not to be unreasonably withheld or delayed). The Service Provider shall, on request from the Service Recipient, provide the Service Recipient with all such evidence as may be reasonably necessary to verify the Reimbursable Expenses.
- 7.4 The Service Provider shall invoice the Service Fees and any applicable Reimbursable Expenses to the Service Recipient monthly in arrears for the Services provided during the previous month. The Service Fees (and the Reimbursable Expenses, to the extent applicable) shall be due and payable by the Service Recipient within 30 (thirty) days from the date of receipt of the monthly statement, (the "**Due Date**"), except if such invoice is disputed in accordance with clause 7.6.
- 7.5 The Service Recipient shall pay each invoice in full, without any set-off, deduction or withholding of any nature whatsoever, by electronic transfer of immediately available and freely transferable funds, in the currency of South Africa, into a bank account nominated in writing by the Service Provider from time to time.
- 7.6 If the Service Recipient disputes any amount or part thereof stated in any invoice, then:
- (a) the Service Recipient shall promptly, and within 10 (ten) Business Days of receipt of the relevant invoice, issue to the Service Provider a notice in writing specifying exactly

what the Service Recipient is disputing in the invoice, which notice must include data and/or records upon which the dispute is premised;

- (b) the Service Recipient shall pay the undisputed portion of the invoice (if any) by the Due Date;
- (c) subject to compliance with clauses 7.6(a) and (b), the Service Recipient shall be entitled to withhold payment of the disputed portion of the invoice pending determination of the dispute in terms of clause 7.6(d);
- (d) the Primary Representatives shall meet and negotiate in good faith with a view to reach agreement on the disputed item/s. If the Primary Representatives are unable to reach agreement on any disputed item/s within 5 (five) Business Days of the dispute being referred to them, then a dispute shall be deemed to exist between them in relation to such item/s and either Primary Representative may refer such dispute for expert determination by an expert appointed in accordance with clause 25. The expert shall act in accordance with clause 25; and
- (e) in respect of the disputed portion of the invoice, the Service Recipient shall pay such amount as is agreed or determined payable in terms of clause 7.6(d) on the Due Date for the original invoice if the dispute is resolved before the Due Date, or, if later, within 5 (five) Business Days after the date on which all disputes with regard to the invoice have been determined in terms of clause 7.6(d).

7.7 The Service Provider may increase the monthly Service Fees (“**Increased Fee**”) for the next contract month following 1 July 2025 in accordance with the annual budgeting/forecasting process of the Service Provider’s Group. In this regard:

- (a) the Service Provider shall give at least 30 (thirty) days’ prior written notice of any increase to the Service Fees made in accordance with this clause 7.7;
- (b) any percentage increase in the monthly Service Fees made under this clause 7.7 shall not be more than the percentage increase that is applied as a result of the application of that annual budgeting/forecasting process to the monthly charges for services that are the same or substantially similar to the relevant Services and that are provided to other members of the Service Provider’s Group (as against the monthly charges for those services during the financial year ended June 2025), unless the approval of the Service Recipient has been obtained; and
- (c) if the percentage increase exceeds the applicable inflationary rate and the Service Recipient does not approve the Increased Fee within 15 (fifteen) Business Days of receipt of the Increased Fees in accordance with clause 7.7(a), it shall give written notice to such effect to the Service Provider (“**Rejection Notice**”) and the Parties shall engage with one another in good faith with a view to agreeing the final Increased Fee within 5 (five) Business Days of receipt by the Service Provider of the Rejection Notice. If the Parties are unable to reach agreement on the final Increased Fee, then the matter shall be dealt with in accordance with the provisions of clause 25.

7.8 The Service Fees are expressed exclusive of any VAT. Where the Service Provider is required by Applicable Laws to account for any such VAT on the Service Fees, such amount of VAT shall be paid additionally by the Service Recipient to the Service Provider at the rates established by Applicable Laws following receipt of a valid VAT invoice from the Service Provider.

7.9 Where:

- (a) a decision is referred to the Service Recipient in relation to the Services; or
- (b) the Service Recipient is required to provide its consent to any aspect of the Services, including pursuant to clause 7.3,

any refusal or unreasonable delay by the Service Recipient which causes the Services to be halted, delayed or otherwise impacted, shall not result in a breach by the Service Provider of this Agreement and the Service Recipient hereby waives any rights it may have in this regard, provided that the Service Provider shall:

- (a) notify the Service Recipient that such refusal or delay has halted, delayed or otherwise impacted the Services;
- (b) continue to perform its obligations under the Agreement that are unaffected by the relevant refusal or delay; and
- (c) shall use Reasonable Endeavours to minimise and mitigate the impact on the Service Recipient of the Service Provider's performance being so affected.

7.10 In addition to and without prejudice to any other right or remedy available to the Service Provider, whether at law or under this Agreement, if the Service Recipient fails to pay any amount due under this Agreement on the Due Date, the Service Provider may, with immediate effect by giving written notice to the Service Recipient, temporarily suspend all or part of the Services until payment has been made in full, save if such non-payment is permitted under this Agreement.

## 8. VAT

8.1 If any payment to the Service Provider under this Agreement constitutes the consideration for a taxable supply for VAT purposes, then, except where the reverse charge procedure applies, in addition to that payment the Service Recipient shall pay (for and on behalf of itself) any VAT due, subject to the provision of a valid VAT invoice to the recipient of the Services.

8.2 Where, under the terms of this Agreement, one person is liable to indemnify or reimburse another person in respect of any costs, charges or expenses, the payment shall include an amount equal to any VAT thereon not otherwise recovered by the other person (or the representative member of any VAT group of which it forms part), subject to that person (or representative member) using all Reasonable Endeavours to recover such amount of VAT as may be practicable.

## 9. Third Party Consents

9.1 The Service Provider shall:

- (a) obtain all necessary Third Party Consents; and
- (b) maintain all such Third Party Consents during the relevant Service Term.

9.2 If a Third Party Supplier refuses to provide a Third Party Consent necessary for the provision of a Service, or a Third Party Consent is terminated or expires during the Service Term then the Service Provider shall notify the Service Recipient as soon as reasonably practicable and the Services Managers shall meet to discuss the impact of the same and seek to implement alternative arrangements which enable the Service Recipient to continue to receive the benefit of the affected Services for the duration of the Service Term.



- 9.3 The Party responsible for the fees and costs of implementing such alternative arrangements shall be agreed between the Parties in writing (each acting reasonably and in good faith).

## **10. Governance**

- 10.1 Within ten (10) Business Days from the Effective Date, the Parties shall each appoint a services manager to be its principal point of contact under this Agreement and manage the Parties' day to day relationship in relation to the Services (each a "**Services Manager**").
- 10.2 The Parties shall procure that their respective Services Managers shall meet (in person or through video or telephone conference) as may be reasonably required.

## **11. Intellectual Property**

- 11.1 All Intellectual Property owned by a Party, and which came into existence prior to the commencement of the Services, or after the commencement of the Services but independently of this Agreement, shall remain the sole and exclusive property of such Party and, except as expressly provided in this Agreement, the other Party shall not acquire any right, title or interest in or to any such Intellectual Property of the other.
- 11.2 Each Party undertakes not to do anything that may infringe or otherwise impair the other Party's Intellectual Property.
- 11.3 Except as expressly provided in this Agreement, no rights or obligations in respect of a Party's Intellectual Property are assigned or granted to the other Party under this Agreement or are to be implied from this Agreement.
- 11.4 The Service Provider hereby grants, and shall procure that the other members of the Service Provider's Group shall grant, to the Service Recipient and the other members of the Service Recipient's Group, for the Term, a worldwide, fully paid-up, royalty free, non-transferable and non-assignable (excepted as permitted by clause 32), non-exclusive licence to use the Intellectual Property owned by the members of the Service Provider's Group that are used in the provision of any Service or required for the Service Recipient to carry out its tasks in connection with Separation, in each case for the sole purpose of, and solely to the extent reasonably required for receiving, using and enjoying such Service.
- 11.5 The Service Recipient hereby grants, and shall procure that the other members of the Service Recipient's Group shall grant, to the Service Provider and the other members of the Service Provider's Group, for the Term, a worldwide, fully paid-up, royalty free, non-transferable and non-assignable (excepted as permitted by clause 32), non-exclusive licence to use those of the Intellectual Property owned by the members of the Service Recipient's Group that are used in the provision of any Service or required for the Service Provider to carry out its tasks in connection with the Separation, in each case for the sole purpose of, and solely to the extent reasonably required for providing such Service.

## **12. Data Protection**

- 12.1 Each Party acknowledges and agrees that it may have access to Personal Information in the course of providing or receiving the Services, as applicable.
- 12.2 The Parties agree that they shall comply with all applicable Data Protection Legislation with respect to such Personal Information.
- 12.3 Subject to clause 12.4 below,

- (a) each Party hereby permits the other Party to Process its Personal Information obtained directly from it and, where lawful and necessary, from public sources for credit, fraud and compliance purposes; and
- (b) the Parties confirm that where it supplies Personal Information about or on behalf of another person ("**data subject**"), it is authorised to do so for purposes of this Agreement.

12.4 Each Party undertakes that:

- (a) it shall only Process Personal Information in a manner that is adequate, relevant and not excessive for the purposes for which the Personal Information was provided;
- (b) it shall only retain Personal Information for as long as is reasonably necessary for achieving the purpose for which the Personal Information was obtained or for so long as it is required by law, whereafter the Personal Information shall be destroyed, deleted or de-identified;
- (c) it shall not use the Personal Information for a purpose other than that for which it was originally obtained without the consent of the other Party;
- (d) it shall take reasonably practicable measures to ensure that the Personal Information supplied in terms of this Agreement is complete, accurate, not misleading and updated where necessary;
- (e) it shall secure the integrity and confidentiality of the Personal Information under its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent loss of damage to or unauthorised destruction of or unlawful access to the Personal Information;
- (f) it shall take reasonable measures to identify all reasonably foreseeable internal and external risks to Personal Information in its possession or under its control and establish and maintain appropriate safeguards to protect the Personal Information against the identified risks;
- (g) it shall regularly verify that the safeguards adopted to protect Personal Information under its control are suitable and appropriate under the circumstances and against new risks;
- (h) it will ensure that:
  - (i) any third parties appointed by it to Process the Personal Information on its behalf will be subject to the same requirements as contained in this Agreement; and
  - (ii) the third party appointed by it to Process the Personal Information shall treat the Personal Information as confidential and not disclose it to any other party;
- (i) it will take all reasonable measures to:
  - (i) notify the other Party, the data subject and the Information Regulator as soon as reasonably possible after the discovery of the unauthorised access, if any unauthorised third party accesses their Personal Information; and
  - (ii) prevent further disclosures of the Personal Information;
- (j) it shall ensure that all of its Personnel who can or do have access to the Personal Information are informed of its confidential nature and are subject to appropriate

contractual confidentiality requirements or are under an appropriate statutory obligation of confidentiality;

- (k) it shall ensure that it has in place appropriate technical and organisational measures in accordance with the Data Protection Legislation to protect the Personal Information against accidental or unlawful destruction, loss or damage, alteration, unauthorised disclosure or access, and against all other unlawful forms of processing; and
- (l) it will not transfer the Personal Information to a country that has data protection laws that are any less stringent than those contemplated in the POPIA unless the third party recipient of the information is subject to a law, binding corporate rules or binding agreement that effectively upholds the principles for the reasonable Processing of Personal Information as provided for in POPIA and similarly limits the transfer of the Personal Information to foreign countries.

### **13. Employees**

The Parties declare that they each consider that nothing in this Agreement, including its termination, shall have the effect of transferring to any member of the Service Recipient's Group the contract of employment of employees of any member of the Service Provider's Group (or any collective agreement in respect of those employees) or any other persons, pursuant to Applicable Laws.

### **14. Primary Representative and governance**

#### **14.1 Primary Representatives**

- (a) The principal point of contact between the Service Provider and the Service Recipient in relation to issues arising out of this Agreement or the performance of the Services will be the Primary Representatives, who shall meet at least quarterly to discuss the provision of the Services ("**Quarterly Relationship Meeting**").
- (b) Either Party may change the identity of its Primary Representatives at any time by written notice to the other.
- (c) In the event that either Party's Primary Representatives is unwell, on leave or otherwise unavailable for a period of more than 10 (ten) Business Days, such Party shall notify the other Party of a deputy for him or her, who will be the principal point of contact during the period that such Primary Representatives is unwell, on leave or otherwise unavailable.

#### **14.2 Quarterly Relationship Meetings**

The primary Representatives shall meet quarterly for the purposes of:

- (a) reviewing and assessing the manner in which the Services are performed, including in comparison to Good Industry Practice and the Ways of Working;
- (b) discussing service level failures, agreeing on corrective action and the timeline for implementation thereof;
- (c) if applicable, discussing the extent to which business performance has been affected by the Separation and agreeing mitigating measures, where necessary; and
- (d) considering any other issues arising under or in connection with this Agreement.

## 15. Anti-Bribery and Corruption

- 15.1 The Service Recipient acknowledges and agrees neither it nor its officers, directors, shareholders and employees will do anything (either by act or omission) during the course of this Agreement which would cause the Service Provider to be in breach of the Prevention and Combating of Corrupt Practices Act 12 of 2004 of South Africa, and any local anti-corruption legislation.
- 15.2 Reasonably suspected or actual breach of clause 15.1 shall be considered an irremediable material breach of this Agreement and entitle termination by the Service Provider without any further liability for continued performance under this Agreement. For the avoidance of doubt, such termination shall be without prejudice to:
- (a) the liabilities of the Service Provider accrued prior to the date of termination that are independent and have no association with the suspected or actual breach; and
  - (b) the Parties' obligations surviving termination under this Agreement.

## 16. Liability

- 16.1 Nothing in this Agreement shall limit or exclude the liability of either Party for:
- (a) fraud;
  - (b) deliberate breach of this Agreement;
  - (c) gross negligence; or
  - (d) other liabilities or losses that cannot be excluded or limited under Applicable Laws.
- 16.2 Except as provided in clause 16.1, neither Party (nor any other member of its Group) shall be liable under or in connection with this Agreement for any indirect or consequential losses or damages.
- 16.3 Except as provided in clause 16.1 and subject to clause 16.2, the total aggregate liability of each Party (or any other member of its Group) to the other Party (or any other member of its Group) in any financial year shall be limited as follows:
- (a) for any losses sustained by a Party (or any other member of its Group) resulting from the gross negligence of the other Party (or any other member of its Group), to an aggregate amount equal to 40% (forty percent) of the aggregate annual Service Fees for all Services paid or payable by the Service Recipient; and
  - (b) for any other losses sustained by a Party (or any other member of its Group), to an aggregate amount equal to 20% (twenty percent) of the aggregate annual Service Fees for all Services paid or payable by the Service Recipient.

## 17. Breach

- 17.1 If a Party ("**Defaulting Party**") commits any breach of this Agreement and fails to remedy such breach within 30 (thirty) days ("**Notice Period**") of written notice requiring the breach to be remedied, then:
- (a) the Party giving the notice ("**Aggrieved Party**") will be entitled to claim immediate specific performance of all or any of the Defaulting Party's obligations under this Agreement, with or without claiming damages, whether or not such obligation has fallen due for performance; and

- (b) if the Defaulting Party is the Service Provider and the breach is a Material Breach, the Service Recipient will be entitled to terminate this Agreement, with or without claiming damages, in accordance with clause 18.4(b).

17.2 The Parties agree that any costs awarded in connection with any actions taken by the Aggrieved Party pursuant to this clause 17 will be recoverable on an attorney-and-own-client scale unless the court specifically determines that such scale shall not apply, in which event the costs will be recoverable in accordance with the High Court tariff, determined on an attorney-and-client scale.

17.3 The Aggrieved Party's remedies in terms of this clause 17 are without prejudice to any other remedies to which the Aggrieved Party may be entitled in law.

## 18. Term and Termination

18.1 This Agreement shall commence on the Effective Date and shall endure until the last of the Service Terms has ended in accordance with the terms of this Agreement ("**Term**"), unless otherwise terminated earlier in accordance with the provisions of this Agreement.

18.2 Each Service shall commence on the Effective Date and endure for the Service Term, unless:

- (a) the Service Term in respect of a particular Service is extended by the Parties in writing; or
- (b) the Service is terminated early in accordance with any provision of this Agreement which provides for early termination or by the Service Recipient on reasonable written notice to that effect,

as the case may be. It is specifically recorded and agreed that each Service shall commence simultaneously but terminate separately.

18.3 The Service Recipient may request an extension of the Service Term for which an individual Service is to be provided by providing a written request to the Service Provider ("**Extension Notice**"). The Parties shall discuss, in good faith and acting reasonably, any extension of the Service Term and the terms and the service fees which will be applicable to any such extension, within 10 (ten) Business Days of the Service Provider's receipt of the Extension Notice. If an extension is agreed by the Parties in writing, the Service Term for that Service will be extended by the period that has been agreed.

18.4 Without prejudice to any of its other rights or remedies, either Party may, at its election, terminate this Agreement on written notice to the other Party ("**Failing Party**"), if the Failing Party:

- (a) is subject to an Insolvency Event;
- (b) commits a Material Breach of this Agreement; or
- (c) is subject to any change of Control.

18.5 The expiration, cancellation or termination of this Agreement shall not affect any provision of this Agreement which expressly provided to operate after any such expiration, cancellation or termination, including clauses 1, 7, 12, and 14, this clause 18.5, 20 and clauses 26 to 39 (both inclusive) or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the relevant provisions themselves do not provide for this.

## 19. Consequences of termination

19.1 Upon the termination of this Agreement for any reason whatsoever:

- (a) the Service Recipient shall immediately pay to the Service Provider all amounts due and payable to the Service Provider in connection with this Agreement and, in respect of Services rendered but for which no invoice has been submitted, the Service Provider may submit an invoice, which shall be payable in accordance with clause 7;
- (b) the Service Provider shall, for a period of six (6) weeks following termination of this Agreement, at no cost to the Service Recipient, give all such reasonable assistance and explanations to the Service Recipient and to any third party which has been appointed by the Service Recipient to render the Services in place of the Service Provider, if any, to enable that third party to understand what has been done to date by the Service Provider regarding the Services; and
- (c) both Parties shall return, destroy or otherwise deal with any Confidential Information in accordance with the Disclosing Party's instructions.

## **20. Warranties and Representations**

20.1 Each Party warrants, represents and undertakes to and in favour of each of the other Parties that at the Signature Date and thereafter, up to and including the date upon which this Agreement terminates:

- (a) it is validly existing as a private or limited company, as the case may be;
- (b) it has the legal right and full power and authority to enter into, execute and deliver this Agreement and to perform the obligations under it, and all other documents or agreements to be entered into by it in connection with this Agreement;
- (c) it has the legal capacity and has taken all necessary corporate action required to empower and authorise it, to enter into this Agreement and this Agreement constitutes an agreement which is valid and binding on it and enforceable against it in accordance with its terms;
- (d) there is no insolvency, bankruptcy, business rescue or analogous proceedings pending or in progress or, to the best of that Party's knowledge, threatened against that Party before any court, administrative agency or tribunal;
- (e) the execution of this Agreement and the performance of its obligations hereunder does not and shall not –
  - (i) contravene any law or regulation to which that Party is subject;
  - (ii) contravene any provision of that Party's constitutional documents; or
  - (iii) conflict with, or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on it.

20.2 The Parties have entered into this Agreement on the strength of the representations and warranties given by each other in this Agreement and on the basis that all such warranties will be correct as at the Signature Date and at all times during the currency of this Agreement.

## **21. Migration**

21.1 The Parties acknowledge and agree that it is their shared objective to achieve a timely, orderly and efficient separation of the business of the Service Recipient from that of the Service Provider and, where applicable, the Service Provider's Group.

- 21.2 The Service Recipient shall prepare and implement a migration plan (“**Migration Plan**”) for each Service on or before the expiration, cancellation or termination of this Agreement, in accordance with the process further detailed in this clause 21.
- 21.3 The Service Recipient shall commence the development of the Migration Plan as soon as possible following the Effective Date, and shall provide to the Service Provider with a draft written migration plan (the "**Draft Migration Plan**") within 4 (four) months from the Effective Date, setting out in reasonable detail the actions in respect of each Service that are necessary to enable the Service Recipient to carry out each Service.
- 21.4 The Service Provider shall review the Draft Migration Plan and provide any suggested amendments within 15 (fifteen) Business Days of receipt of the Draft Migration Plan.
- 21.5 If the Parties agree on the amendments proposed by the Service Provider, the Service Provider shall, within 10 (ten) days of such agreement being reached, provide the Service provider with the updated migration plan reflecting the amendments agreed to between the Parties, for the Service Provider’s consideration and approval.
- 21.6 If the Parties are unable to reach agreement on any amendments to the Draft Migration Plan, then the matter shall be dealt with in accordance with the provisions of clause 7.6(d).
- 21.7 The Parties shall use Reasonable Endeavours and act in good faith to agree the Migration Plan within 6 (six) months of the Effective Date, and each Party shall cooperate with the other Party and provide reasonable assistance to one another to enable each other to carry out the actions assigned to it in the Migration Plan.
- 21.8 All costs in relation to the development and implementation of the Migration Plan shall be borne by the Service Recipient, provided that:
- (a) such costs shall not include any retrenchment costs arising from a re-organisation by the Service Provider in consequence of the Separation; and
  - (b) the Service Recipient shall use Best Endeavours to support the Service Provider in mitigating any retrenchment costs arising from a re-organisation by the Service Provider in consequence of the Separation.

## **22. Interest on overdue amounts**

Any amount falling due for payment by any Party to any other in terms of or pursuant to this Agreement and not paid on the due date, including any amount which may be payable as damages, shall bear interest at the Prime Rate, calculated from the first day after the due date for payment (or, in the case of damages, from when they have been deemed to have been sustained) to the date of payment (both dates inclusive), monthly in arrears. Damages for the breach of any warranty or representation as to a stipulated state of affairs shall be deemed to have been sustained on the date to which such warranty or representation relates. In the case of a dispute as to the rate of interest, a certificate in writing by a manager or accountant of First National Bank shall be conclusive proof.

## **23. Confidentiality**

- 23.1 The Parties undertake that during the operation of, and after the expiration, termination or cancellation of, this Agreement for any reason, they will keep confidential:
- (a) any information which a Party or any other member of its Group or its or their employees, officers, representatives, advisers, contractors or consultants (each, its "**Representative**") ("**Disclosing Party**") communicates to the other Party or its

Representative ("**Recipient**") under or in connection with this Agreement and which is stated to be or by its nature is intended to be confidential;

- (b) all information relating to the businesses or the operations and affairs of the other Party and any other members of its Group; and
- (c) all other information of the same confidential nature relating to the other Party or any other member of its Group which comes to the knowledge of a Recipient whilst it is engaged in negotiating the terms of this Agreement or after its conclusion,

("Confidential Information").

23.2 Each Party undertakes, subject to clause 23.4, that it shall treat all Confidential Information of the other Party as confidential and shall not disclose any Confidential Information of the other Party nor use such information for any purposes other than the exercise of its rights or the performance of its obligations under this Agreement or to obtain advice, or support its arguments, in respect of any dispute under or in connection with this Agreement ("**Permitted Purpose**").

23.3 Notwithstanding the provisions of clause 23.2, a Recipient shall be entitled to disclose the Confidential Information of the other Party:

- (a) if and to the extent only that the disclosure is *bona fide* and strictly necessary for the purposes of carrying out the Permitted Purpose
- (b) if the disclosure or use is required by Applicable Law or by any Governmental Entity;
- (c) if the disclosure or use is required for the purpose of any judicial or arbitral proceedings arising out of this Agreement;
- (d) if the disclosure is reasonably made to a Tax Authority;
- (e) if the disclosure is made by the Service Provider to other members of the Service Provider's Group or any of its or their respective shareholders, investors or potential investors (whether direct or indirect) and in each case (i) where such persons have a need to know such information; and (ii) the professional advisers of any such person;
- (f) if the disclosure is made by the Service Recipient to any other member of the Service Recipient's Group or to any of its or their respective shareholders, general partners or limited partners, managers, investors or potential investors (whether direct or indirect) and in each case (i) where such persons have a need to know such information and (ii) the professional advisers of any such person;
- (g) if the disclosure is made to its Representatives, who:
  - (i) have a need to know (and then only to the extent that each such person has a need to know);
  - (ii) are aware that the Confidential Information should be kept confidential;
  - (iii) are aware of the Disclosing Party's undertaking in relation to such information in terms of this Agreement; and
  - (iv) have been directed by the Disclosing Party to keep the Confidential Information confidential and have undertaken to keep the Confidential Information confidential.

23.4 The obligation of confidentiality placed on the Parties in terms of this clause 23 shall cease to apply to a Recipient in respect of any information which:



- (a) is or becomes generally available to the public other than by the negligence or default of the Recipient (or any other member of its Group) or by the breach of this Agreement by the Recipient or its Representatives;
- (b) the Disclosing Party confirms in writing is disclosed on a non-confidential basis; or
- (c) has lawfully become known by or come into the possession of the Recipient (or any other member of its Group) or its Representatives, on a non-confidential basis from a source other than the Disclosing Party (or any other member of its Group) having the legal right to disclose the same, provided that such knowledge or possession is evidenced by the written records of the Recipient existing at the Effective Date,

provided that:

- (i) the onus shall at all times rest on the Recipient to establish that information falls within the exclusions set out in clauses 23.4(a) to 23.4(c);
- (ii) information will not be deemed to be within the exclusions set out in clauses 23.4(a) to 23.4(c) merely because such information is embraced by more general information in the public domain or in the Recipient's possession; and
- (iii) any combination of features will not be deemed to be within the foregoing exclusions merely because individual features are in the public domain or in the Recipient's possession, but only if the combination itself and its principle of operation are in the public domain or in the Recipient's possession.

23.5 In the event that the Recipient is required to disclose Confidential Information of the Disclosing Party as contemplated in clauses 23.3(b) or 23.3(d), the Recipient will:

- (a) advise the Disclosing Party thereof in writing prior to disclosure, if possible;
- (b) take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;
- (c) afford the Disclosing Party a reasonable opportunity, if possible, to intervene in the proceedings;
- (d) comply with the Disclosing Party's reasonable requests as to the manner and terms of any such disclosure; and
- (e) notify the Disclosing Party of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it is made.

## **24. Force Majeure**

24.1 Neither Party shall have any liability under, or be deemed to be in breach of, this Agreement for any delays or failures in performance of any of its obligations under this Agreement (except, in the case of the Service Recipient, any obligation to pay sums due under this Agreement) that result from a Force Majeure Event.

24.2 If a Force Majeure Event occurs, the Party affected shall:

- (a) promptly upon becoming aware of the Force Majeure Event give the other Party written notice of the occurrence, anticipated duration and impact of the Force Majeure Event;
- (b) use Reasonable Endeavours to mitigate the effects of the Force Majeure Event and minimise its impact; and

(c) continue to perform all of its obligations under this Agreement, the performance of which is not affected by the Force Majeure Event.

24.3 If a Force Majeure Event which affects performance of all or substantially all of the Service Provider's material obligations under this Agreement and which gives rise to relief from liability under clause 24.1 continues for a period of more than 14 (fourteen) days, the Service Recipient shall be entitled to terminate this Agreement with immediate effect on written notice to the Service Provider.

24.4 A Force Majeure Event will not relieve a Party from any obligation which arose before the occurrence of the Force Majeure Event.

24.5 Written notice of the cessation of the Force Majeure Event shall be given by the Party who relied thereon within 5 (five) days after such cessation.

## 25. Expert determination

25.1 If any dispute or other matter is referred for expert determination in terms of this Agreement, then:

(a) the expert shall be ("**Expert**"), if the matter in dispute is principally:

- (i) a legal matter, a practising advocate or attorney of South Africa of at least 10 (ten) years' standing;
- (ii) an accounting matter, a practising chartered accountant of the Republic of South Africa of at least 10 (ten) years' standing; or
- (iii) any other matter, any independent and suitably qualified person,

agreed upon between the Parties. If the Parties are not able to agree upon the arbitrator within 7 (seven) days of the dispute being submitted to arbitration, the arbitrator/s shall be appointed by the Arbitration Foundation of Southern Africa ("**AFSA**"); and

(b) the Expert shall determine the dispute, in his sole and absolute discretion, by the issue of a written determination within 5 (five) Business Days of the referral of the matter to him.

25.2 The Expert shall act as an expert and not an arbitrator and shall have the fullest and freest discretion to determine the dispute or the matter as he sees fit (including following any process that he deems appropriate and making any order as to payment of his fees).

25.3 The Expert shall be given access to all documentation and notices that he requires. Both Parties shall answer all questions of, and shall give their full co-operation to, the Expert in all matters in which the Expert requests their responses or assistance for the purposes of the final determination of the document.

25.4 Any determination made by an Expert shall be final and binding on the Parties. If any determination is manifestly unjust, and the court exercises its general power, if any, to correct such determination, the Parties shall be bound thereby.

## 26. Notices

26.1 For purposes of this Agreement, including the giving of notices and serving of legal process (as applicable) ("**Notice**"), the Parties choose the following addresses as their *domicilia citandi et executandi*:

- (a) in the case of the Service Provider:
- Address: 10 The Boulevard  
Westway Office Park  
Westville, 3629
- E-mail: legalnotices@rclfoods.com
- and marked for the attention of the Legal Director.

- (b) in the case of the Service Recipient:
- Address: Southdowns Ridge Office Park  
Ground Floor Suite 12  
Cnr John Vorster and Nelmapius Drive  
Centurion
- E-mail: kerry.vandermerwe@rclfoods.com
- and marked for the attention of the Finance Director

26.2 The Notice shall be deemed to have been duly given:

- (a) on delivery, if delivered to the Party's physical address in terms of clause 26.1 before 17h00 (five pm) on a Business Day, or if delivered on a Business Day but after 17h00 (five pm) on that Business Day or on any day other than a Business Day, it will be deemed to have been given at 08h30 (eight thirty am) on the first Business Day after it was delivered;
- (b) on despatch, if sent to the Party's e-mail address before 17h00 (five pm) on a Business Day or if sent on a Business Day but after 17h00 (five pm) on that Business Day, or on any day other than a Business Day, it will be deemed to have been given at 08h30 on the first Business Day after it was sent,

unless the addressor is aware, at the time the Notice would otherwise be deemed to have been given, that the Notice is unlikely to have been received by the addressee through no act or omission of the addressee.

26.3 A Party may change that Party's address or e-mail address for this purpose by Notice in writing to the other Party, such change to be effective only on and with effect from the 4<sup>th</sup> (fourth) Business Day after the giving of such Notice.

26.4 Notwithstanding anything to the contrary herein contained, a written Notice or communication actually received by a Party shall be an adequate written Notice or communication to that Party notwithstanding that it was not sent to or delivered at that Party's chosen address in clause 26.1.

## **27. Entire contract**

This Agreement contains all the provisions agreed on by the Parties with regard to the subject matter of this Agreement and supersedes and novates in its entirety any previous understandings or agreements between the Parties in respect thereof, and the Parties waive the right to rely on any alleged provision not expressly contained in this Agreement.

## **28. No stipulation for the benefit of a third person**

Save as is expressly provided for in this Agreement, no provision of this Agreement constitutes a stipulation for the benefit of a third person (i.e. a *stipulatio alteri*) which, if accepted by the person, would bind any Party in favour of that person.

**29. No representations**

A Party may not rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is recorded in this Agreement.

**30. Variation, cancellation and waiver**

No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Parties.

**31. Indulgences**

The grant of any indulgence, extension of time or relaxation of any provision by a Party under this Agreement shall not constitute a waiver of any right by the grantor or prevent or adversely affect the exercise by the grantor of any existing or future right of the grantor.

**32. Cession and delegation**

A Party may not cede any or all of that Party's rights under this Agreement or delegate any or all of that Party's obligations under this Agreement, without the prior written consent of the other Party. For purposes of this clause, a cession or delegation shall include any form of transfer, assignment, charge, declaring any trust over or otherwise disposing of any Party's rights and/or obligations under this Agreement, or the change in legal entity which has rights and/or obligations under this Agreement, by operation of law or by way of an amalgamation or merger under section 113 of the Companies Act.

**33. Applicable law and jurisdiction**

This Agreement is to be governed, interpreted and implemented in accordance with the laws of South Africa. Subject to the remaining provisions of this Agreement, the Parties consent to the non-exclusive jurisdiction of the KwaZulu-Natal High Court, Durban, for any proceedings arising out of or in connection with this Agreement.

**34. Costs**

34.1 Unless otherwise expressly stated in this Agreement, each Party shall bear that Party's own legal costs and disbursements of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.

34.2 Any costs, including all legal costs on an attorney and own client basis and VAT, incurred by a Party arising out of or in connection with a breach by another Party shall be borne by the Party in breach.

**35. Signature in counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement.

**36. Good faith**

The Parties shall at all times act in good faith towards each other and shall not bring the other Party into disrepute.

### 37. Independent advice

Each of the Parties hereby respectively agrees and acknowledges that:

- (a) it has been free to secure independent legal advice as to the nature and effect of each provision of this Agreement and that it has either taken such independent legal advice or has dispensed with the necessity of doing so; and
- (b) each provision of this Agreement is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with this Agreement.

### 38. Co-operation

Each of the Parties undertakes to do all such things, perform all such acts and take all such steps, and to procure the doing of all such things, within its power and control, as may be open to it and necessary for and incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement.

### 39. Disputes and Jurisdiction

39.1 Unless otherwise provided in this Agreement, if any dispute arising out of or in connection with this Agreement or the subject matter of this Agreement, including without limitation, any dispute concerning:

- (a) the existence of this Agreement apart from this clause;
  - (b) any claims relating to intentional misconduct, including fraud or fraudulent misrepresentations;
  - (c) any claim relating to the enforceability and enforcement of this Agreement;
  - (d) the interpretation, application and effect of any provisions in this Agreement;
  - (e) the Parties' respective rights or obligations under this Agreement;
  - (f) the rectification of this Agreement;
  - (g) any alleged misrepresentation, mistake, duress, undue influence, impossibility (initial or supervening), illegality, immorality, absence of consensus, lack of authority or other cause relating to or in any way connected with this Agreement or any part or portion thereof;
  - (h) the breach, expiry, termination or cancellation of this Agreement or any matter arising out of the breach, expiry, termination or cancellation; and
  - (i) any claims in delict, compensation for unjust enrichment or any other claim,
  - (j) whether or not the rest of this Agreement apart from this clause is valid and enforceable,
- (each a "**Dispute**") arises, the provisions of this clause 39 shall apply.

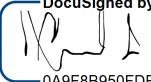
39.2 Either Party may notify the other Party in writing of a Dispute (a "**Dispute Notice**"), whereupon promptly following the other Party's receipt of that notice, each Party's Primary Representative shall meet and use their Reasonable Endeavours to settle the dispute by determining: (a) remedial steps to be implemented to resolve the Dispute; and (b) the time period in which the remedial steps are to be implemented,

- 39.3 If the Dispute has not been settled during the period of 14 (fourteen) Business Days following the date of service of the Dispute Notice, either Party shall be entitled to institute proceedings in accordance with the Commercial Arbitration Rules of AFSA without recourse to the ordinary courts of law, except as explicitly provided for in clause 39.14.
- 39.4 Any Party to this Agreement may, either separately or together with any other Party to this Agreement, initiate arbitration proceedings pursuant to this clause by sending a request for arbitration to all other Parties to this Agreement and to AFSA.
- 39.5 Any Party to this Agreement which has an interest in a dispute, may intervene in any arbitration proceedings hereunder by submitting a written notice of claim, counterclaim or cross-claim against any Party to this Agreement, provided that such notice is also sent to all other Parties to this Agreement and to AFSA within 10 (ten) days from the receipt by such intervening Party of the relevant request for arbitration or notice of claim, counterclaim or cross-claim.
- 39.6 Any Party to this Agreement named as respondent in a request for arbitration, or a notice of claim, counterclaim or cross-claim, may join any other Party to this Agreement in any arbitration proceedings hereunder (provided that such other Party has an interest in such proceedings) by submitting a written notice of claim, counterclaim or cross-claim to that Party, provided that such notice is also sent to all other Parties to this Agreement and AFSA within 5 (five) days from the receipt by such respondent of the relevant request for arbitration or notice of claim, counterclaim or cross-claim.
- 39.7 The existence and content of arbitration proceedings as well as any ruling, award or outcome shall be treated as confidential by the Parties as well as the members of the arbitral tribunal. This will apply unless:
- (a) the Parties will require disclosure to the extent that it is required by a Party to fulfil a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings before a court, forum or tribunal;
  - (b) the Parties consent in writing to the disclosure of certain information;
  - (c) the information is needed for the preparation or presentation of a claim or defence in the arbitration;
  - (d) the information is already in the public domain without any Party breaching this clause; or
  - (e) the arbitral tribunal has ordered that it be disclosed upon application by a Party.
- 39.8 The Parties to the Dispute shall agree on the arbitrator who shall be an attorney or senior advocate (with at least 10 (ten) years' experience in commercial legal practice). If agreement is not reached within 10 (ten) Business Days after any Party calls in writing for such agreement, the arbitrator shall be an attorney or senior advocate (with at least 10 (ten) years' experience in commercial legal practice and who need not be on the panel of arbitrators of AFSA) nominated by the Chairman of AFSA for the time being.
- 39.9 The request to nominate an arbitrator shall be in writing outlining the claim and any counterclaim of which the Party concerned is aware and, if desired, suggesting suitable nominees for appointment as arbitrator, and a copy shall be furnished to the other Parties who may, within 7 (seven) days, submit written comments on the request to the addressee of the request with a copy to the first Party.
- 39.10 The arbitration shall be held in Durban, or such other location as the Parties may agree in writing and the Parties shall endeavour to ensure that it is completed as expeditiously as possible after notice requiring the claim to be referred to arbitration is given.

- 39.11 The Parties irrevocably agree that, subject to clause 39.12, any decisions and awards of the arbitrator:
- (a) shall be binding on them;
  - (b) shall be carried into effect; and
  - (c) may be made an order of any court of competent jurisdiction.
- 39.12 In addition to any other powers that an arbitrator might have, the arbitrator shall have the power to:
- (a) grant any remedy or relief permissible in law, whether provisional or final, including but not limited to conservatory relief and injunctive relief; and
  - (b) rule on his or her own jurisdiction, including any objections with respect to the existence, validity or effectiveness of the arbitration agreement. The arbitrator may make such ruling in a separate award on jurisdiction or in an award on the merits, as he or she considers appropriate in the circumstances.
- 39.13 The award shall not be subject to appeal, save in the case of manifest error or fraud.
- 39.14 Nothing contained in this clause 39 shall prohibit a Party from approaching any court of competent jurisdiction for urgent interim relief pending the determination of the dispute by arbitration. In respect of such proceedings, each of the Parties specifically consents to the non-exclusive jurisdiction of KwaZulu-Natal High Court, Durban.

Signed at westville on 3 June 2024

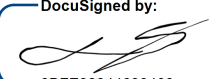
for **RCL Group Services Proprietary Limited**

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Authorised Signatory  
duly authorised and warranting such authority

Signed at westville on 31 May 2024

for **RCL FOODS Consumer Proprietary Limited**

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Authorised Signatory  
duly authorised and warranting such authority



## Schedule 1 Services and Service Fees

Service Area	Service Description	Service Fee	
		FY2024	FY2025
Finance	<p><b><u>Accounts Payable</u></b></p> <p>Invoice Processing</p> <ul style="list-style-type: none"> <li>Timely processing of invoices in compliance with VAT requirements</li> <li>Resolution of invoice queries, e.g. price variance, not receipted, no purchase order</li> </ul> <p>Rebate Processing - Timely processing of rebate invoices</p> <p>Credit Notes - Process credit notes as received from supplier</p> <p>Creditors Reconciliations</p> <ul style="list-style-type: none"> <li>Timely completion of creditors reconciliations</li> <li>Follow up and resolution of reconciling items</li> </ul> <p>GRIR Clearing</p> <ul style="list-style-type: none"> <li>Timely clearing of GRIR account</li> <li>Follow up and resolution of reconciling items</li> </ul> <p>Payments</p> <ul style="list-style-type: none"> <li>Timely preparations and submissions of cash requirements forecast to treasury on a bi-weekly basis</li> <li>Timely, complete payments in line with payments terms</li> </ul> <p>Monthly reconciliation of corporate credit cards</p> <p>Information, Reporting and Compliance</p> <ul style="list-style-type: none"> <li>Update dashboard for vendor payments, GRIR, missed discounts, sharepoint queries, etc.</li> <li>Monthly accounts payable management report</li> <li>Facilitate and assist with internal and external audits SAP</li> </ul>	R13 205 562	R12 407 896
	<p><b><u>Sales Administration</u></b></p> <p>List, Mandate and Deal Prices</p> <ul style="list-style-type: none"> <li>Recording authorised and valid price requests on the ERP system timeously</li> </ul> <p>Trading Agreements</p> <ul style="list-style-type: none"> <li>Validate approval of changes in trading terms</li> <li>Update trading term tracker with approved changes</li> <li>Maintain monthly rebate provision as per agreed terms</li> <li>Effect payment of rebates and adhoc to customers</li> </ul> <p>Adhoc Customer and CPP Spend-Budget Tracking</p> <ul style="list-style-type: none"> <li>Validate budget captured on activity tracker</li> <li>Calculate monthly accruals/provisions</li> <li>Hold monthly meetings with front end/commercial teams to agree on value and events captured on activity tracker</li> <li>Monthly reporting and tracking of spend status against budget or accruals</li> </ul> <p>Pricing, Customer and CPP claim</p> <ul style="list-style-type: none"> <li>Validate approval of claims</li> <li>Upload claims for payment</li> <li>Facilitate payment of claims deducted of debtors statement</li> <li>Validation of CPP claims deducted by Vector</li> <li>Processing of MHI payments</li> </ul> <p>Information, Reporting and Compliance</p> <ul style="list-style-type: none"> <li>Provide monthly dashboard/reporting to management</li> <li>Facilitate and assist with internal and external audits</li> </ul>		



Payroll	<p><u>HR Systems &amp; Processes</u></p> <ul style="list-style-type: none"> <li>• SAP Organisational Management (OM) – Administration and maintenance of structures, reporting lines and positions</li> <li>• SAP Personnel Administration (PA) – Employee administration</li> <li>• SAP &amp; HR systems training</li> <li>• Workflows – support</li> <li>• Share Point/Intranet – support</li> <li>• HR Manage – support &amp; training</li> </ul> <p><u>Central HR Admin</u></p> <ul style="list-style-type: none"> <li>• New joiner administration and support (help desk)</li> <li>• Capture of SAP transactions</li> <li>• Fund entry and withdrawals</li> <li>• Relocations</li> </ul> <p><u>Time &amp; Attendance</u></p> <ul style="list-style-type: none"> <li>• User system support</li> <li>• Monthly time and attendance(T &amp; A) uploads</li> <li>• Upgrades and maintenance of existing systems</li> </ul> <p><u>Payroll Processing</u></p> <ul style="list-style-type: none"> <li>• Payroll Data Input – Time, engagements, terminations, capture of earnings &amp; deductions, bank detail changes, leave/absence management</li> <li>• Payroll document retention</li> <li>• Master data changes – tax reference numbers, addresses, marital status etc.</li> <li>• Payroll Processing – Running time transaction on SAP &amp; payrolls</li> <li>• Payroll integrity verification</li> <li>• Bank Transfer - EFT creation and transmission</li> <li>• Director Payroll – Collate input, journals, reconciliations</li> </ul> <p><u>Payroll Services</u></p> <ul style="list-style-type: none"> <li>• Payslip management &amp; distribution including IinfoSlips</li> <li>• Remuneration – increment schedules, increase/bonus letters</li> <li>• Benefit administration – additions, withdrawals, enquiries</li> <li>• HR Advice &amp; Guidance – tax, package structure, benefits, dummy payslips</li> <li>• Special Projects (anti-dumping, retrenchments, settlement costing etc.)</li> <li>• Upload of HR masterdata to external applications</li> </ul> <p><u>Payroll Accounting &amp; Compliance</u></p> <ul style="list-style-type: none"> <li>• Payroll Integrity Testing &amp; Auditing (Internal, External, BBBEE, DOL, &amp; DTI)</li> <li>• Posting of employee costs to SAP Finance, posting verification</li> <li>• Payments and Reconciliations – Payment of 3rd parties, statutory payments, reconciliation of all accounts</li> <li>• Communication between 3rd Party service providers and RCL Foods</li> <li>• Finance – leave &amp; PRMA provisions</li> <li>• Statutory compliance – Stats SA, PAYE, ETI, WCA, IRP 5's, UIF, Skills</li> <li>• Facilitate and assist with internal and external audits</li> </ul> <p><u>Information and Reporting</u></p> <ul style="list-style-type: none"> <li>• SAP Standard reports</li> <li>• HR Information – input for various statutory reports &amp; surveys</li> <li>• HR Reporting – Master data and dashboards</li> <li>• SAP Customized - ZHR reporting – EE, appraisal, remuneration surveys, Ad hoc reports</li> </ul>	R7 212 240	R7 644 974
IT	<ul style="list-style-type: none"> <li>• Application maintenance and support of existing systems (incl. production, plant maintenance, supply chain, purchasing requisitions, purchase orders, goods received notes, invoicing receipts, invoices, stock movements, stock levels, material movements, material levels, open and closed orders, delivery notes and invoicing)</li> </ul>	R27 385 608	R30 562 338

	<ul style="list-style-type: none"> <li>• Infrastructure management of existing resources (incl. servers, LAN, WAN, hardware provisioning and support)</li> <li>• Licensing (incl. systems, software)</li> <li>• Systems implementation and minor maintenance of existing SAP modules including HCM, as well as Barnton, MACS, SharePoint, Power BI, AgriGrain</li> <li>• Maintenance of existing time and attendance system and support including organisational management set up</li> <li>• IT management (incl. evolve architecture and technology, manage vendor relationships (including contract management), develop IT products and services, manage IT programs, manage changes and deployment, manage operation of IT environment, support and train users, make minor modifications and enhancements manage and develop IT resources and manage IT business user relations)</li> <li>• GRC &amp; Master Data Management are key services integral to the delivery of IT services.</li> </ul>		
Internal Audit	<ul style="list-style-type: none"> <li>• Assurance on Rainbow systems/processes</li> <li>• Site audits performed on a rotation basis agreed with management/board annually</li> <li>• Centralised audits on shared services provided by RCL Foods</li> <li>• Fraud prevention and detection</li> <li>• Management of the tip off hotline and special investigations</li> <li>• Independent assurance that risk management, governance and internal control processes are operating effectively</li> </ul>	R5 840 360	R4 210 890
Sundry Charges	<ul style="list-style-type: none"> <li>• HO allocation, bonus, IFRS</li> </ul>	R9 361 830	R6 161 400
<b>TOTAL SERVICE FEE</b>		<b>R66 707 575</b>	<b>R64 911 592</b>

\* FY 2024 amounts only included for comparison.