

ANNEXURE 'POS-18'

## SUB-CONTRACTORS AGREEMENT

This Agreement is made this 12<sup>th</sup> day of September 2002

By and between

**SIEMENS LTD**  
PRIVATE MAIL BAG X71  
HALFWAY HOUSE  
1685, SOUTH AFRICA

Represented by

**Mr Mario Ferreira**  
**Divisional Managing Director**  
(Hereinafter "SIEMENS")

And

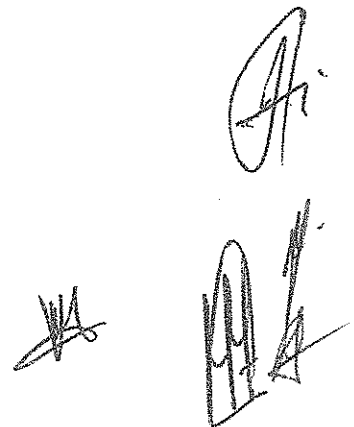
**INTERNATIONAL SERVICES AND MANAGEMENT CONTRACTING LTD**

International Trust Building  
P.O. Box 659  
Road Town  
Tortola  
British Virgin Islands

Represented by

Managing Director

("Hereinafter collectively called "the Parties")

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## **1.0 WHEREAS**

- 1.1 The BANK OF Tanzania, a Tanzanian Government body has requested for the supply of a Security System for the Bank at its Head Office;
- 1.2 SIEMENS by submitting its tender intends to take part in the Bank of Tanzania (BOT) Project (hereinafter) called THE PROJECT) and;
- 1.3 ISM has agreed to provide SIEMENS with services and technical and commercial assistance on an exclusive basis to assist in getting the contract ("the Contract") awarded to SIEMENS and;
- 1.4 SIEMENS has agreed to appoint ISM as a consultant to it should the Contract be awarded to it and ISM hereby accepts such appointment and;
- 1.5 In order to maximize the success of their proposal, ISM and SIEMENS have started to exchange information mutually and exclusively.

## **NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

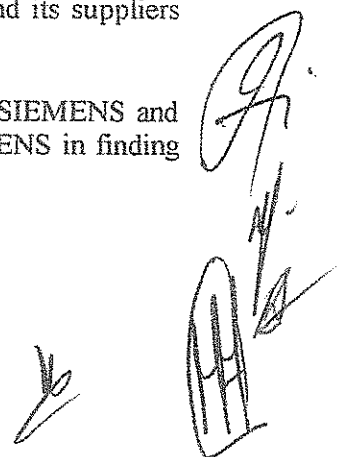
### **2.0 SIEMENS OBLIGATIONS**

- 2.1 SIEMENS shall prepare a proposal for submission to the BOT and shall negotiate any ensuing contract arising from such proposal.
- 2.2 During the performance of the Contract, SIEMENS will have the full responsibility for the execution of the contract.

### **3.0 ISM OBLIGATIONS**

ISM shall:

- 3.1 Assist SIEMENS in preparing a proposal for submission
- 3.2 Advise and consult on the various aspects of the local situation at the time of the offer ( eg taxes, duties etc ) and assist with introductions to the role players and presentations to BOT.
- 3.3 Assist in-country in dealing with any day to day issues which may arise during both the proposal phase and implementation phase which due to the physical remoteness of SIEMENS to the CLIENT, might adversely affect client relationships.
- 3.4 In the event of a contract being awarded, assist SIEMENS and its suppliers with logistical issues which might arise in country.
- 3.5 Provide co-operation in order to settle controversies between SIEMENS and the CLIENT. In the event of such controversies, assist SIEMENS in finding adequate solutions. [ditto]



#### 4.0 PAYMENT

4.1 As payment for all the services that ISM undertakes to provide, SIEMENS shall pay ISM an amount of USD 800 000 calculated as 7.134%... of the Contract price of USD 11 212 751 in the event that the proposal is successful and a contract is awarded.

This shall be made up of a Lead Fee of USD 240 000, Consultancy in terms of Clause 3.2 and 3.3 of USD 360 000, and Logistical Support in terms of Clause 3.4 and 3.5 of USD 200 000.

4.2 Payments due to ISM shall be paid as and when SIEMENS receives payment from the Client.. Each payment to ISM shall be effected within twenty (20) business days from the day of actual payment received from the Client.

4.3 All the payments will be made in the same currencies provided for in the Contract. Payments will be made into ISM's designated bank account .

4.4 ISM shall comply with all relevant laws, orders, regulations or by-laws and all costs in relation thereto shall be deemed to be included in the price.

4.5 ISM shall submit its invoice in duplicate. The invoice shall make reference to Bank of Tanzania Project.

4.6 ISM agrees that any amount due and payable by SIEMENS to ISM may, upon written notice being given to ISM, be set off by SIEMENS against any amount owing to SIEMENS, however or whenever incurred.

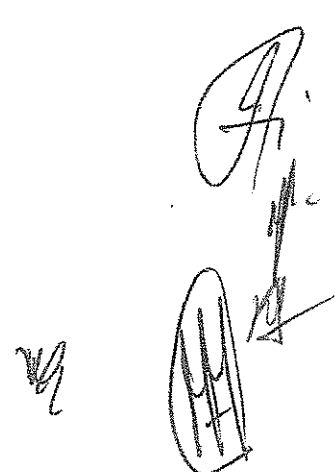
4.7 Should ISM either directly or indirectly provide to an employee or representative of SIEMENS either before or after the placing of the Order any benefit of any nature whatsoever which might reasonably be construed as an inducement for that person to show favour to ISM in respect of any matter including but not limited to the awarding of the Contract then SIEMENS may give notice to ISM that this Agreement is terminated forthwith and that SIEMENS has no obligation pursuant to it.

#### 5.0 SETTLEMENT OF DISPUTES

5.1 Any dispute between the PARTIES in connection with the present Agreement shall be submitted to the arbitration of the Arbitration Foundation of South Africa

5.2 The applicable law will be South African law.

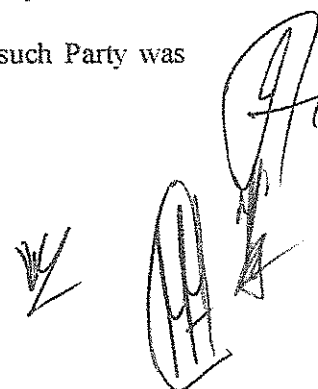
#### 6.0. CONFIDENTIALITY

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- 6.1 All information of a technical or business nature disclosed by one Party (or by a related body corporate of that Party) to the other shall be regarded as confidential (Confidential Information) and each Party shall procure that its employees and sub-contractors treat such information as confidential.
- 6.2 Such information shall be used only for the purpose for which it is delivered and only insofar as it is strictly necessary for the purposes of the Agreement and shall not without the prior written consent of the disclosing Party be disclosed to any third party, provided always that either Party may disclose without the consent of the other any Confidential Information as required to be disclosed in compliance with:
- 6.2.1 any law of Tanzania or South Africa or any determination, regulation, decision or direction of any government or government agency or as directed by any court of competent jurisdiction;
- 6.2.2 to a related body corporate or a sub-contractor only to the extent that such disclosure is strictly necessary for the purposes of the Agreement;
- 6.3 Information shall not be deemed Confidential Information where it:
- 6.3.1 is authorised to be disclosed by the disclosing Party to the extent of the authority given; or
- 6.3.2 is made public by the disclosing Party or becomes part of the public domain; or
- 6.3.3 is in possession of or is known by the receiving Party prior to its receipt from the disclosing Party; or
- 6.3.4 becomes public other than by the default of the receiving Party; or
- 6.3.5 is independently developed by the receiving Party.
- 6.4 The obligations under this clause shall expire five (5) years after termination of this Agreement.
- 6.5 Except with the consent in writing of SIEMENS, ISM shall not make use of any information supplied by SIEMENS for the purposes of the Agreement or any specification or other thing mentioned in sub-clause 8.1 otherwise than for the purposes of the Agreement and ISM shall not use any such information to make any similar Item or part thereof for any other purpose.
- 6.6 Any information mentioned in sub-clause 8.1 remains the property of the original owner.

## 7.0. FORCE MAJEURE

- 7.1 For purposes of this Agreement, force majeure shall mean any material event beyond the control of the Party claiming the occurrence of force majeure:
- 7.1.1 whose occurrence could not have been reasonably foreseen at the date of execution of this Agreement; and
- 7.1.2 which, despite the exercise of diligent efforts, such Party was unable to prevent, limit or minimise,



including, but not limited to, war whether declared or not, revolution, riot, strikes, insurrection, civil commotion, invasion, armed conflict, hostile act of foreign enemy, act of terrorism, sabotage, radiation or chemical contamination, ionising radiation, Act of God, plague or other serious epidemic.

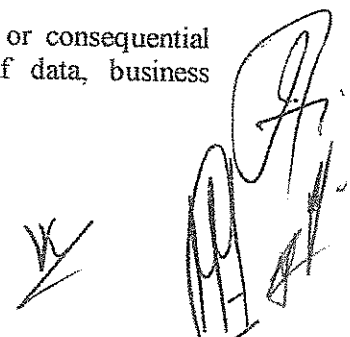
- 7.2 If the performance of a material part of this Agreement is suspended due to force majeure, the suffering Party shall give the other Party written notice of the condition of force majeure.
- 7.3 Such notice shall be given within three working days of the date on which the Party first affected by force majeure becomes aware of the condition of force majeure.
- 7.4 The Party first affected by force majeure shall do its utmost to reinstate the performance due in terms of this Agreement in the shortest possible time.
- 7.5 Relevant delivery dates or times allowed for performance shall be adjusted to allow for the effects of such force majeure, provided such notice is given.
- 7.6 If such notice is not given by the Party first affected by such force majeure, the other Party may, in its sole discretion, refuse to allow such adjustment of the relevant Delivery dates or time allowed for performance, with regard to the Delivery and performance due in terms of this Agreement, of the Party first affected by force majeure.
- 7.7 Performance of other material parts of this Agreement still due and possible of performance by the Party first affected by force majeure, shall continue to be performed.
- 7.8 If a period of four weeks has elapsed, and if the condition of force majeure persists, either Party shall be entitled to cancel this Agreement by prior mutual Agreement, with immediate effect and without prejudice to either Party's rights obtained in terms of this Agreement.

## 8. INDEMNITY

- 8.1 ISM indemnifies SIEMENS against any claims, suits, liabilities and expenses which may be brought against SIEMENS or incurred by SIEMENS in the event of any accident, injury, loss or damage to persons or property and attributable to ISM, its products, its servants, sub-contractors or agents, except and to the extent that such claims, suits, liabilities and expenses arise directly or indirectly as a result of the negligence or otherwise of SIEMENS.

## 9. GENERAL LIMITATION OF LIABILITY

Neither Party shall be liable to the other for any indirect or consequential losses or damages such as, but not limited to loss of data, business



interruption, loss of profit, loss of use, loss of production that may be suffered by the other as a result of the breach of or the performance of any obligation under this Agreement, except as specifically provided for herein.

#### **10. TERMINATION FOR CONVENIENCE**

- 10.1 SIEMENS may terminate the Agreement for its convenience by serving notice of termination on ISM whereafter ISM shall forthwith arrange the economical cessation of all work under the Agreement.
- 10.3 Termination under sub-clause 12.1 above shall be without prejudice to the rights of ISM and SIEMENS accrued up to the date of termination, and SIEMENS shall be entitled to take delivery of all parts, material or equipment for which SIEMENS is paying for under these provisions.

#### **11. TERMINATION FOR CAUSE**

Either Party may cancel the Agreement if any of them commits any material breach of its obligations hereunder, provided always that if a breach is capable of being remedied, a Party may not cancel the Agreement, until the other Party has failed to make good such breach within 60 (sixty) days after the Party who wishes to cancel, has served written notice on the other Party specifying the breach. Cancellation under this clause shall be without prejudice to any remedy or rights in law, which either Party may have.

#### **12. BANKRUPTCY**

- 12.2 Either Party may with written notice cancel this Agreement with immediate effect, if any of the following events occur or it has reason to believe that such an event is likely to occur: -

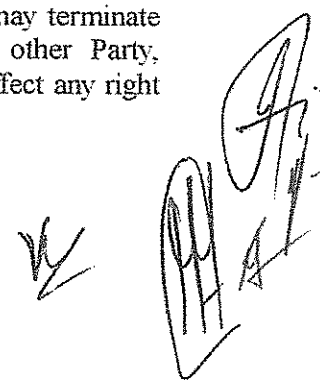
- 12.2.1 a receiver, manager, receiver and manager, official manager, inspector or analogous person of either Party undertaking or any part thereof is appointed;

- 12.2.2 either Party ceases or threatens to cease to carry on its business;

- 12.2.3 proceedings are initiated with a view to obtaining an order for the winding up or analogous process of either Party, or any shareholder or director either calls or threatens to call any meeting for the purpose of considering or passing any resolution for the winding up or analogous process of either Party;

- 12.2.4 either Party is unable or fails to pay its debts, including any debt emanating from this Agreement, as and when they fall due, commences negotiations with any one or more of its creditors with a view to the general re-adjustment or rescheduling of its indebtedness, or enters or proposes to enter into any agreement or composition with its creditors;

then the other Party in its sole and complete discretion may terminate the Agreement forthwith by notice in writing to the other Party, provided always that such action shall not prejudice or affect any right



of action or remedy which shall have accrued or shall accrue thereafter to either Party.

**13. CESSION AND ASSIGNMENT**

SIEMENS shall be entitled to cede, assign and transfer all its rights and obligations in terms of this Agreement to any other person and by concluding this Agreement ISM gives its consent to any such cession or assignment. ISM shall not be entitled to cede, assign and transfer any of its rights and obligations in terms hereof without the prior written consent of SIEMENS.

**14. DOMICILIUM CITANDI ET EXECUTANDI**

14.1 Any notice or other communication of whatsoever nature under this Agreement (including but not limited to the exercise of any option) shall be delivered to the address of the intended recipient as set out below:

14.1.1 ISM:

Physical Address: International Trust Building, Road Town, Totola,  
British Virgin Islands  
Fax: +284 494 3216  
Email:

14.1.2 SIEMENS:

Physical Address: 300 Janadel Avenue, Halfway House 1685  
Fax: +27 11-652 2664  
Email: Mario.Ferreira@siemens.com

14.2 Any notice or other communication under this Agreement shall only be valid and effective if in writing. Nothing in this clause shall affect the right of either Party to serve process in any manner permitted or required by law.

14.3 Either Party may by notice to the other Party change it's notice details set out in clause 16.1 above. The change shall become effective on the 4<sup>th</sup> (fourth) business day from the deemed receipt of the notice by the other Party.

14.4 Any notice or other communication under this Agreement shall, in the absence of actual earlier receipt, be deemed to have been received:

14.4.1 if delivered by hand to a responsible person during business hours to the designated physical address, on the date of Delivery;

14.4.2 if sent by pre-paid registered post in a correctly addressed envelope to the designated postal address, on the 10<sup>th</sup> (tenth) business day after the date of posting;

14.4.3 if sent by fax to the designated fax number or by email to a designated address, on the 1<sup>st</sup> (first) business day following the date of despatch.

14.5 Notwithstanding anything to the contrary stated above, if a notice or communication is actually received by a Party, adequate notice or communication shall have been given, even though it was not delivered in a manner described above.

Vn

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**15. NON-WAIVER**

No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.

**16. WHOLE AGREEMENT**

16.1 The Parties hereby agree that this Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof.

16.2 No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of this Agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the Party granting such extension, waiver or relaxation). Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

**17. IMPLIED TERMS OR WARRANTIES**

To the extent permissible by law no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the Agreement and/or whether it was negligently made or not.

**18. EXECUTORS, ADMINISTRATORS AND SUCCESSORS IN TITLE**

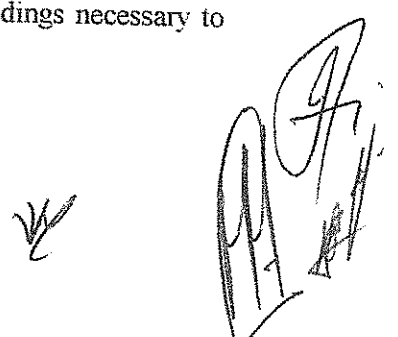
This Agreement will be binding on any of the executors, administrators and successors in title or permitted assigns of the Parties.

**19. LANGUAGE**

All notices and correspondence in respect of this Agreement shall be in the English language.

**20. AUTHORITY TO BIND**

20.1 Each Party hereto warrants and represents to the others that it has taken or caused to be taken all steps, actions and corporate proceedings necessary to cause this Agreement to be binding on it.

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20.2 Any Party shall, if requested by any other Party, furnish to the latter sufficient evidence of the authority of the person or persons who will, on behalf of the Party so requested, take any action or execute any documents required or permitted to be taken or executed by such person under this Agreement.

**21. SEVERABILITY**

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 *pro non scripto* and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or unenforceability of such provision in any other jurisdiction.

**22. FAILURE TO REACH AGREEMENT**

Where it is specified in this Agreement that certain matters are to be agreed between the Parties, failure to reach agreement in respect of such matter will not affect the validity and enforceability of the whole or any other part of this Agreement.

**23. COSTS**

Each Party shall be liable for their costs relating to the preparation and negotiation of this Agreement.

**24. COUNTERPARTS**

This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

In witness whereof the PARTIES hereto have caused this Agreement to be duly executed by their respective representatives, thereto duly authorized as of the day and year first written above.

Made in Tanzania the 12<sup>th</sup> September of the year 2002.

SIEMENS LTD

  
Mario Ferreira

ISM LTD.

  
Managing Director





ANNEXURE 'POS-19'

AGREEMENT

This Agreement is made this 09 day of July 2003

By and between

SIEMENS LTD  
PRIVATE MAIL BAG X71  
HALFWAY HOUSE  
1685, SOUTH AFRICA

Represented by

Mr Mario Ferreira/Mr John Hill  
Divisional Managing Director  
(Hereinafter "SIEMENS")

And

INTERNATIONAL SERVICES AND MANAGEMENT CONTRACTING LTD

International Trusting Building  
P.O. Box 659  
Road Town  
Tortola  
British Virgin Islands

Hereinafter "ISM"

("Hereinafter collectively called "the Parties")

✓  
[Signature]  
[Signature]

## 1.0 WHEREAS

- 1.1 The BANK OF Tanzania (Zanzibar Branch), a Zanzibar Government body has requested for the supply of a Security System for the Bank at its Head Office ;
- 1.2 SIEMENS by submitting its tender intends to take part in the Bank of Tanzania (BOT) Project (hereinafter) called THE PROJECT) and;
- 1.3 ISM has agreed to provide SIEMENS with services and technical and commercial assistance on an exclusive basis to assist in getting the contract ("the Contract") awarded to SIEMENS and;
- 1.4 SIEMENS has agreed to appoint ISM as a consultant to it should the Contract be awarded to it and ISM hereby accepts such appointment and;
- 1.5 In order to maximize the success of their proposal, ISM and SIEMENS have started to exchange information mutually and exclusively.

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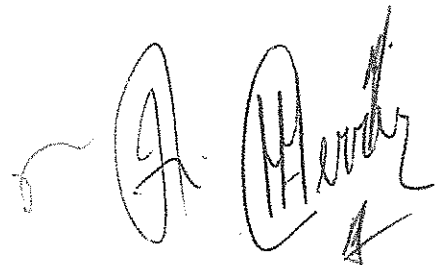
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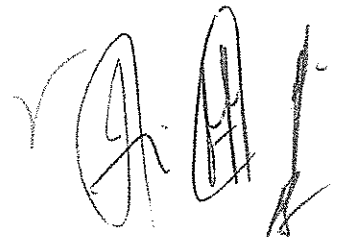
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## 5.0 PAYMENT

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This shall be made up of a Lead Fee of USD 300 000, Consultancy in terms of Clause 3.2 and 3.3 of USD 200 000, and Logistical Support in terms of Clause 3.4 and 3.5 of USD 500 000.

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- 5.5 ISM shall comply with all relevant laws, orders, regulations or by-laws and all costs in relation thereto shall be deemed to be included in the price. Any additional costs incurred as a result of non-compliance shall be for ISM's account.
- 5.6 ISM shall submit its invoice in duplicate. The invoice shall make reference to Bank of Tanzania Project. In addition it shall include all information necessary for it to be a valid tax invoice for VAT purposes and shall include other relevant details as specified.
- 5.8 ISM agrees that any amount due and payable by SIEMENS to ISM may, upon written notice being given to ISM, be set off by SIEMENS against any amount owing to SIEMENS, however or whenever incurred.
- 5.9 Should ISM either directly or indirectly provide to an employee or representative of SIEMENS either before or after the placing of the Order any benefit of any nature whatsoever which might reasonably be construed as an inducement for that person to show favour to ISM in respect of any matter including but not limited to the awarding of the Contract then SIEMENS may give notice to ISM

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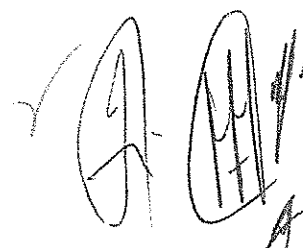
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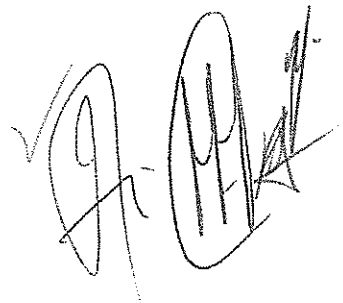
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  - 9.1.2 which, despite the exercise of diligent efforts, such Party was unable to prevent, limit or minimise,
- including, but not limited to, war whether declared or not, revolution, riot, strikes, insurrection, civil commotion, invasion, armed conflict, hostile act of foreign enemy, act of terrorism, sabotage, radiation or chemical contamination, ionising radiation, Act of God, plague or other serious epidemic.
- 9.2 If the performance of a material part of this Agreement is suspended due to force majeure, the suffering Party shall give the other Party written notice of the condition of force majeure.
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## **10. INDEMNITY**

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## **11. GENERAL LIMITATION OF LIABILITY**

Neither Party shall be liable to the other for any indirect or consequential losses or damages such as, but not limited to loss of data, business interruption, loss of profit, loss of use, loss of production that may be suffered by the other as a result of the breach of or the performance of any obligation under this Agreement, except as specifically provided for herein.

## **12. TERMINATION FOR CONVENIENCE**

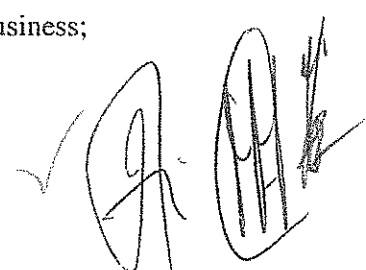
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- 12.3 Termination under sub-clause 12.1 above shall be without prejudice to the rights of ISM and SIEMENS accrued up to the date of termination, and SIEMENS shall be entitled to take delivery of all parts, material or equipment for which SIEMENS is paying for under these provisions.

## **13. TERMINATION FOR CAUSE**

Either Party may cancel the Agreement if any of them commits any material breach of its obligations hereunder, provided always that if a breach is capable of being remedied, a Party may not cancel the Agreement, until the other Party has failed to make good such breach within 60 (sixty) days after the Party who wishes to cancel, has served written notice on the other Party specifying the breach. Cancellation under this clause shall be without prejudice to any remedy or rights in law, which either Party may have.

## **14. BANKRUPTCY**

- 14.2 Either Party may with written notice cancel this Agreement with immediate effect, if any of the following events occur or it has reason to believe that such an event is likely to occur: -
- 14.2.1 a receiver, manager, receiver and manager, official manager, inspector or analogous person of either Party undertaking or any part thereof is appointed;
- 14.2.2 either Party ceases or threatens to cease to carry on its business;



14.2.3 proceedings are initiated with a view to obtaining an order for the winding up or analogous process of either Party, or any shareholder or director either calls or threatens to call any meeting for the purpose of considering or passing any resolution for the winding up or analogous process of either Party;

14.2.4 either Party is unable or fails to pay its debts, including any debt emanating from this Agreement, as and when they fall due, commences negotiations with any one or more of its creditors with a view to the general re-adjustment or rescheduling of its indebtedness, or enters or proposes to enter into any agreement or composition with its creditors;

then the other Party in its sole and complete discretion may terminate the Agreement forthwith by notice in writing to the other Party, provided always that such action shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to either Party.

## 15. CESSION AND ASSIGNMENT

SIEMENS shall be entitled to cede, assign and transfer all its rights and obligations in terms of this Agreement to any other person and by concluding this Agreement ISM gives its consent to any such cession or assignment. ISM shall not be entitled to cede, assign and transfer any of its rights and obligations in terms hereof without the prior written consent of SIEMENS.

## 16. DOMICILIUM CITANDI ET EXECUTANDI

16.1 Any notice or other communication of whatsoever nature under this Agreement (including but not limited to the exercise of any option) shall be delivered to the address of the intended recipient as set out below:

16.1.1 ISM:

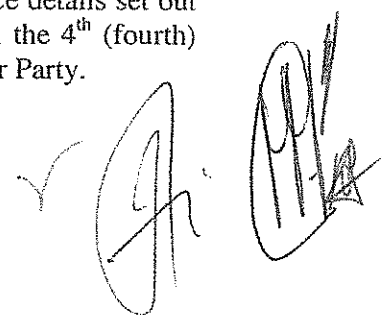
Physical Address: (As per covering Page)  
Fax:  
Email:

16.1.2 SIEMENS:

Physical Address: (As per covering Page)  
Fax:  
Email:

16.2 Any notice or other communication under this Agreement shall only be valid and effective if in writing. Nothing in this clause shall affect the right of either Party to serve process in any manner permitted or required by law.

16.3 Either Party may by notice to the other Party change it's notice details set out in clause 16.1 above. The change shall become effective on the 4<sup>th</sup> (fourth) business day from the deemed receipt of the notice by the other Party.



16.4 Any notice or other communication under this Agreement shall, in the absence of actual earlier receipt, be deemed to have been received:

16.4.1 if delivered by hand to a responsible person during business hours to the designated physical address, on the date of Delivery;

16.4.2 if sent by pre-paid registered post in a correctly addressed envelope to the designated postal address, on the 10<sup>th</sup> (tenth) business day after the date of posting;

16.4.3 if sent by fax to the designated fax number or by email to a designated address, on the 1<sup>st</sup> (first) business day following the date of despatch.

16.5 Notwithstanding anything to the contrary stated above, if a notice or communication is actually received by a Party, adequate notice or communication shall have been given, even though it was not delivered in a manner described above.

**17. NON-WAIVER**

No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.

**18. WHOLE AGREEMENT**

18.1 The Parties hereby agree that this Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof.

19.2 No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of this Agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the Party granting such extension, waiver or relaxation). Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

**20. IMPLIED TERMS OR WARRANTIES**

To the extent permissible by law no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the Agreement and/or whether it was negligently made or not.

Handwritten signatures and a checkmark. On the left, a large checkmark is drawn. To its right are two distinct handwritten signatures in dark ink.

**21. EXECUTORS, ADMINISTRATORS AND SUCCESSORS IN TITLE**

This Agreement will be binding on any of the executors, administrators and successors in title or permitted assigns of the Parties.

**22. LANGUAGE**

All notices and correspondence in respect of this Agreement shall be in the English language.

**24. AUTHORITY TO BIND**

34.1 Each Party hereto warrants and represents to the others that it has taken or caused to be taken all steps, actions and corporate proceedings necessary to cause this Agreement to be binding on it.

34.2 Any Party shall, if requested by any other Party, furnish to the latter sufficient evidence of the authority of the person or persons who will, on behalf of the Party so requested, take any action or execute any documents required or permitted to be taken or executed by such person under this Agreement.

**25. SEVERABILITY**

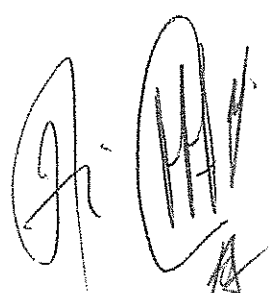
Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or unenforceability of such provision in any other jurisdiction.

**26. FAILURE TO REACH AGREEMENT**

Where it is specified in this Agreement that certain matters are to be agreed between the Parties, failure to reach agreement in respect of such matter will not affect the validity and enforceability of the whole or any other part of this Agreement.

**27. COSTS**

Each Party shall be liable for their costs relating to the preparation and negotiation of this Agreement.

✓  


28. COUNTERPARTS

This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

In witness whereof the PARTIES hereto have caused this Agreement to be duly executed by their respective representatives, thereto duly authorized as of the day and year first written above.

Made in ....09.....the ....July....of the year 2003.

SIEMENS LTD



Mario Ferreira/John Hill

ISM LTD.



Managing Director



# ANNEXURE 'POS-20'

## AGREEMENT

This Agreement is made this .....09.....day of ...July... 2003

By and between

**SIEMENS LTD**  
PRIVATE MAIL BAG X71  
HALFWAY HOUSE  
1685, SOUTH AFRICA

Represented by

**Mr Mario Ferreira/Mr Otto Steini**  
**Divisional Managing Director**  
(Hereinafter "SIEMENS")

And

**INTERNATIONAL SERVICES AND MANAGEMENT CONTRACTING LTD**

International Trusting Building  
P.O. Box 659  
Road Town  
Tortola  
British Virgin Islands

Hereinafter "ISM"

("Hereinafter collectively called "the Parties")

Handwritten signatures and initials at the bottom right of the page. There are three distinct marks: a stylized signature, a circled set of initials, and another set of initials.

## **1.0 WHEREAS**

- 1.1 The BANK OF Tanzania , a Tanzanian Government body has requested for the supply of a UPS System for the Bank at its Head Office ;
- 1.2 SIEMENS by submitting its tender intends to take part in the Bank of Tanzania (BOT) Project (hereinafter) called THE PROJECT) and;
- 1.3 ISM has agreed to provide SIEMENS with services and technical and commercial assistance on an exclusive basis to assist in getting the contract ("the Contract") awarded to SIEMENS and;
- 1.4 SIEMENS has agreed to appoint ISM as a consultant to it should the Contract be awarded to it and ISM hereby accepts such appointment and;
- 1.5 In order to maximize the success of their proposal, ISM and SIEMENS have started to exchange information mutually and exclusively.

## **NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

### **2.0 SIEMENS OBLIGATIONS**

- 2.1 SIEMENS shall prepare a proposal for submission to the BOT and shall negotiate any ensuing contract arising from such proposal.
- 2.2 During the performance of the Contract, SIEMENS will have the full responsibility for the execution of the contract.

### **3.0 ISM OBLIGATIONS**

ISM shall:

- 3.1 Assist SIEMENS in preparing a proposal for submission
- 3.2 Advise and consult on the various aspects of the local situation at the time of the offer ( eg taxes, duties etc ) and assist with introductions to the role players and presentations to BOT.
- 3.3 Assist in-country in dealing with any day to day issues which may arise during both the proposal phase and implementation phase which due to the physical remoteness of SIEMENS to the CLIENT, might adversely affect client relationships.



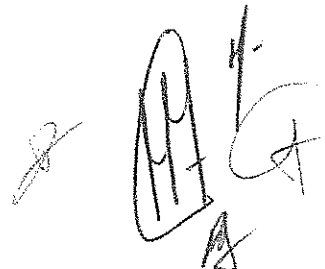
- 3.4 In the event of a contract being awarded, assist SIEMENS and its suppliers with logistical issues which might arise in country.
- 3.5 Provide co-operation in order to settle controversies between SIEMENS and the CLIENT. In the event of such controversies, assist SIEMENS in finding adequate solutions. [ditto]

## 5.0 PAYMENT

- 5.1 As payment for all the services that [REDACTED] undertakes to provide, SIEMENS shall pay ISM an amount of USD 480 000 calculated as 5% of the Contract price of  $\pm$ USD 9 600 000 in the event that the proposal is successful and a contract is awarded.

This shall be made up of a Lead Fee of USD 200 000 and Logistical Support in terms of Clause 3.4 and 3.5 of USD 280 000.

- 5.2 Payments due to ISM shall be paid as and when SIEMENS receives payment from the Client.. Each payment to ISM shall be effected within fifteen (15) business days from the day of actual payment received from the Client.
- 5.3 All the payments will be made in the same currencies provided for in the Contract. Payments will be made into ISM's designated bank account .
- 5.5 ISM shall comply with all relevant laws, orders, regulations or by-laws and all costs in relation thereto shall be deemed to be included in the price. Any additional costs incurred as a result of non-compliance shall be for ISM's account.
- 5.6 ISM shall submit its invoice in duplicate. The invoice shall make reference to Bank of Tanzania Project. In addition it shall include all information necessary for it to be a valid tax invoice for VAT purposes and shall include other relevant details as specified.
- 5.8 ISM agrees that any amount due and payable by SIEMENS to ISM may, upon written notice being given to ISM, be set off by SIEMENS against any amount owing to SIEMENS, however or whenever incurred.
- 5.9 Should ISM either directly or indirectly provide to an employee or representative of SIEMENS either before or after the placing of the Order any benefit of any nature whatsoever which might reasonably be construed as an inducement for that person to show favour to ISM in respect of any matter including but not limited to the awarding of the Contract then SIEMENS may give notice to ISM



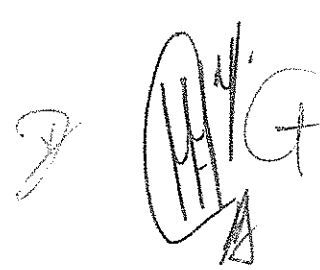
that this Agreement is terminated forthwith and that SIEMENS has no obligation pursuant to it.

## **7.0 SETTLEMENT OF DISPUTES**

- 7.1 Any dispute between the PARTIES in connection with the present Agreement shall be submitted to the arbitration of the Arbitration Foundation of South Africa
- 7.2 The applicable law will be South African law.

## **8.0. CONFIDENTIALITY**

- 8.1 All information of a technical or business nature disclosed by one Party (or by a related body corporate of that Party) to the other shall be regarded as confidential (Confidential Information) and each Party shall procure that its employees and sub-contractors treat such information as confidential.
- 8.2 Such information shall be used only for the purpose for which it is delivered and only insofar as it is strictly necessary for the purposes of the Agreement and shall not without the prior written consent of the disclosing Party be disclosed to any third party, provided always that either Party may disclose without the consent of the other any Confidential Information as required to be disclosed in compliance with:
  - 8.2.1 any law of Tanzania or South Africa or any determination, regulation, decision or direction of any government or government agency or as directed by any court of competent jurisdiction;
  - 8.2.2 to a related body corporate or a sub-contractor only to the extent that such disclosure is strictly necessary for the purposes of the Agreement;
- 8.3 Information shall not be deemed Confidential Information where it:
  - 8.3.1 is authorised to be disclosed by the disclosing Party to the extent of the authority given; or
  - 8.3.2 is made public by the disclosing Party or becomes part of the public domain; or
  - 8.3.3 is in possession of or is known by the receiving Party prior to its receipt from the disclosing Party; or
  - 8.3.4 becomes public other than by the default of the receiving Party; or
  - 8.3.5 is independently developed by the receiving Party.
- 8.4 The obligations under this clause shall expire five (5) years after termination of this Agreement.
- 8.5 Except with the consent in writing of SIEMENS, ISM shall not make use of any information supplied by SIEMENS for the purposes of the Agreement or any specification or other thing mentioned in sub-clause 8.1 otherwise than for the purposes of the Agreement and ISM shall not use any such information to make any similar Item or part thereof for any other purpose.



- 8.6 Any information mentioned in sub-clause 8.1 remains the property of the original owner.

## 9.0. FORCE MAJEURE

- 9.1 For purposes of this Agreement, force majeure shall mean any material event beyond the control of the Party claiming the occurrence of force majeure:
- 9.1.1 whose occurrence could not have been reasonably foreseen at the date of execution of this Agreement; and
  - 9.1.2 which, despite the exercise of diligent efforts, such Party was unable to prevent, limit or minimise,
- including, but not limited to, war whether declared or not, revolution, riot, strikes, insurrection, civil commotion, invasion, armed conflict, hostile act of foreign enemy, act of terrorism, sabotage, radiation or chemical contamination, ionising radiation, Act of God, plague or other serious epidemic.
- 9.2 If the performance of a material part of this Agreement is suspended due to force majeure, the suffering Party shall give the other Party written notice of the condition of force majeure.
- 9.3 Such notice shall be given within three working days of the date on which the Party first affected by force majeure becomes aware of the condition of force majeure.
- 9.4 The Party first affected by force majeure shall do its utmost to reinstate the performance due in terms of this Agreement in the shortest possible time.
- 9.5 Relevant delivery dates or times allowed for performance shall be adjusted to allow for the effects of such force majeure, provided such notice is given.
- 9.6 If such notice is not given by the Party first affected by such force majeure, the other Party may, in its sole discretion, refuse to allow such adjustment of the relevant Delivery dates or time allowed for performance, with regard to the Delivery and performance due in terms of this Agreement, of the Party first affected by force majeure.
- 9.7 Performance of other material parts of this Agreement still due and possible of performance by the Party first affected by force majeure, shall continue to be performed.
- 9.8 If a period of four weeks has elapsed, and if the condition of force majeure persists, either Party shall be entitled to cancel this Agreement by prior mutual Agreement, with immediate effect and without prejudice to either Party's rights obtained in terms of this Agreement.

Handwritten signature and initials, possibly 'MHG' or similar, with a large 'X' mark to the left.

## 10. INDEMNITY

- 10.1 ISM indemnifies SIEMENS against any claims, suits, liabilities and expenses which may be brought against SIEMENS or incurred by SIEMENS in the event of any accident, injury, loss or damage to persons or property and attributable to ISM, its products, its servants, sub-contractors or agents, except and to the extent that such claims, suits, liabilities and expenses arise directly or indirectly as a result of the negligence or otherwise of SIEMENS.

## 11. GENERAL LIMITATION OF LIABILITY

Neither Party shall be liable to the other for any indirect or consequential losses or damages such as, but not limited to loss of data, business interruption, loss of profit, loss of use, loss of production that may be suffered by the other as a result of the breach of or the performance of any obligation under this Agreement, except as specifically provided for herein.

## 12. TERMINATION FOR CONVENIENCE

- 12.1 SIEMENS may terminate the Agreement for its convenience by serving notice of termination on ISM whereafter ISM shall forthwith arrange the economical cessation of all work under the Agreement.
- 12.3 Termination under sub-clause 12.1 above shall be without prejudice to the rights of ISM and SIEMENS accrued up to the date of termination, and SIEMENS shall be entitled to take delivery of all parts, material or equipment for which SIEMENS is paying for under these provisions.

## 13. TERMINATION FOR CAUSE

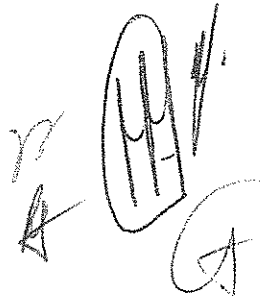
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## 14. BANKRUPTCY

- 14.2 Either Party may with written notice cancel this Agreement with immediate effect, if any of the following events occur or it has reason to believe that such an event is likely to occur: -

14.2.1 a receiver, manager, receiver and manager, official manager, inspector or analogous person of either Party undertaking or any part thereof is appointed;

14.2.2 either Party ceases or threatens to cease to carry on its business;



14.2.3 proceedings are initiated with a view to obtaining an order for the winding up or analogous process of either Party, or any shareholder or director either calls or threatens to call any meeting for the purpose of considering or passing any resolution for the winding up or analogous process of either Party;

14.2.4 either Party is unable or fails to pay its debts, including any debt emanating from this Agreement, as and when they fall due, commences negotiations with any one or more of its creditors with a view to the general re-adjustment or rescheduling of its indebtedness, or enters or proposes to enter into any agreement or composition with its creditors;

then the other Party in its sole and complete discretion may terminate the Agreement forthwith by notice in writing to the other Party, provided always that such action shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to either Party.

## 15. CESSION AND ASSIGNMENT

SIEMENS shall be entitled to cede, assign and transfer all its rights and obligations in terms of this Agreement to any other person and by concluding this Agreement ISM gives its consent to any such cession or assignment. ISM shall not be entitled to cede, assign and transfer any of its rights and obligations in terms hereof without the prior written consent of SIEMENS.

## 16. DOMICILIUM CITANDI ET EXECUTANDI

16.1 Any notice or other communication of whatsoever nature under this Agreement (including but not limited to the exercise of any option) shall be delivered to the address of the intended recipient as set out below:

16.1.1 ISM:

Physical Address: (As per covering Page)

Fax:

Email:

16.1.2 SIEMENS:

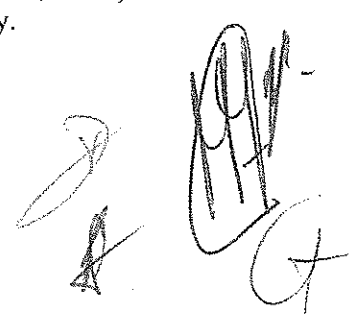
Physical Address: (As per covering Page)

Fax:

Email:

16.2 Any notice or other communication under this Agreement shall only be valid and effective if in writing. Nothing in this clause shall affect the right of either Party to serve process in any manner permitted or required by law.

16.3 Either Party may by notice to the other Party change its notice details set out in clause 16.1 above. The change shall become effective on the 4<sup>th</sup> (fourth) business day from the deemed receipt of the notice by the other Party.



16.4 Any notice or other communication under this Agreement shall, in the absence of actual earlier receipt, be deemed to have been received:

16.4.1 if delivered by hand to a responsible person during business hours to the designated physical address, on the date of Delivery;

16.4.2 if sent by pre-paid registered post in a correctly addressed envelope to the designated postal address, on the 10<sup>th</sup> (tenth) business day after the date of posting;

16.4.3 if sent by fax to the designated fax number or by email to a designated address, on the 1<sup>st</sup> (first) business day following the date of despatch.

16.5 Notwithstanding anything to the contrary stated above, if a notice or communication is actually received by a Party, adequate notice or communication shall have been given, even though it was not delivered in a manner described above.

#### 17. NON-WAIVER

No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.

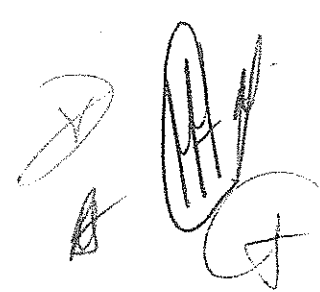
#### 18. WHOLE AGREEMENT

18.1 The Parties hereby agree that this Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof.

19.2 No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of this Agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the Party granting such extension, waiver or relaxation). Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

#### 20. IMPLIED TERMS OR WARRANTIES

To the extent permissible by law no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the Agreement and/or whether it was negligently made or not.

Handwritten signatures and initials in black ink, located at the bottom right of the page. There are two distinct signatures, one appearing to be 'D' and the other 'A', and several sets of initials or marks.

21. **EXECUTORS, ADMINISTRATORS AND SUCCESSORS IN TITLE**

This Agreement will be binding on any of the executors, administrators and successors in title or permitted assigns of the Parties.

22. **LANGUAGE**

All notices and correspondence in respect of this Agreement shall be in the English language.

24. **AUTHORITY TO BIND**

34.1 Each Party hereto warrants and represents to the others that it has taken or caused to be taken all steps, actions and corporate proceedings necessary to cause this Agreement to be binding on it.

34.2 Any Party shall, if requested by any other Party, furnish to the latter sufficient evidence of the authority of the person or persons who will, on behalf of the Party so requested, take any action or execute any documents required or permitted to be taken or executed by such person under this Agreement.

25. **SEVERABILITY**

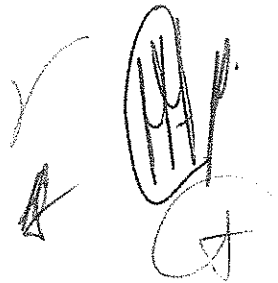
Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or unenforceability of such provision in any other jurisdiction.

26. **FAILURE TO REACH AGREEMENT**

Where it is specified in this Agreement that certain matters are to be agreed between the Parties, failure to reach agreement in respect of such matter will not affect the validity and enforceability of the whole or any other part of this Agreement.

27. **COSTS**

Each Party shall be liable for their costs relating to the preparation and negotiation of this Agreement.

Handwritten signatures and initials at the bottom right of the page. There are several scribbles and what appears to be a signature inside a circle, along with other initials.

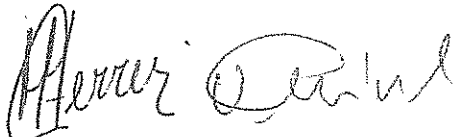
28. COUNTERPARTS

This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

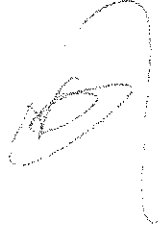
In witness whereof the PARTIES hereto have caused this Agreement to be duly executed by their respective representatives, thereto duly authorized as of the day and year first written above.

Made in ....09.....the *July*.....of the year 2003.

SIEMENS LTD

  
Mario Ferreira/Otto Steinl

ISM LTD.

  
Managing Director



ANNEXURE 'POS-21'

AGREEMENT

This Agreement is made this .....25.....day of July..... 2003

By and between

SIEMENS LTD  
PRIVATE MAIL BAG X71  
HALFWAY HOUSE  
1685, SOUTH AFRICA

Represented by

Mr Mario Ferreira/Mr John Hill  
Divisional Managing Director  
(Hereinafter "SIEMENS")

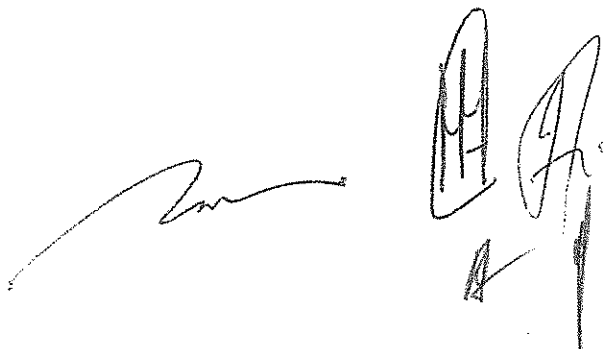
And

TELWARD LTD

Sandhills  
Outwood Lane  
Betchingley  
Surrey RH14LS  
UK

Hereinafter "TELWARD"

("Hereinafter collectively called "the Parties")

The block contains two handwritten signatures. The signature on the left is a long, flowing cursive line. The signature on the right is more stylized, with a large, bold initial 'M' or 'J' followed by a series of loops and a vertical stroke at the end.

## 1.0 WHEREAS

- 1.1 The BANK OF Tanzania (Zanzibar Branch), a Zanzibar Government body has requested for the supply of a Security System for the Bank at its Head Office ;
- 1.2 SIEMENS by submitting its tender intends to take part in the Bank of Tanzania (BOT) Project (hereinafter) called THE PROJECT) and;
- 1.3 TELWARD has agreed to provide SIEMENS with services and technical and commercial assistance on an exclusive basis to assist in getting the contract ("the Contract") awarded to SIEMENS and;
- 1.4 SIEMENS has agreed to appoint TELWARD as a consultant to it should the Contract be awarded to it and TELWARD hereby accepts such appointment and;
- 1.5 In order to maximize the success of their proposal, TELWARD and SIEMENS have started to exchange information mutually and exclusively.

## NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

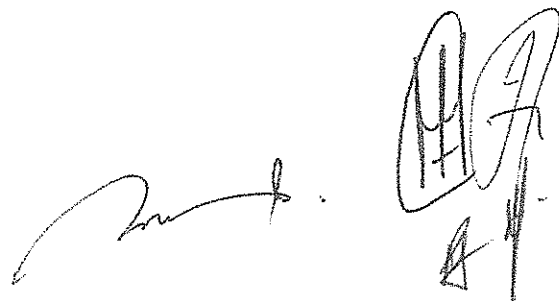
### 2.0 SIEMENS OBLIGATIONS

- 2.1 SIEMENS shall prepare a proposal for submission to the BOT and shall negotiate any ensuing contract arising from such proposal.
- 2.2 During the performance of the Contract, SIEMENS will have the full responsibility for the execution of the contract.

### 3.0 TELWARD OBLIGATIONS

TELWARD shall:

- 3.1 Assist SIEMENS in preparing a proposal for submission
- 3.2 Advise and consult on the various aspects of the local situation at the time of the offer ( eg taxes, duties etc ) and assist with introductions to the role players and presentations to BOT.
- 3.3 Assist in-country in dealing with any day to day issues which may arise during both the proposal phase and implementation phase which due to the physical remoteness of SIEMENS to the CLIENT, might adversely affect client relationships.



- 3.4 In the event of a contract being awarded, assist SIEMENS and its suppliers with logistical issues which might arise in country.
- 3.5 Provide co-operation in order to settle controversies between SIEMENS and the CLIENT. In the event of such controversies, assist SIEMENS in finding adequate solutions. [ditto]

## 5.0 PAYMENT

- 5.1 As payment for all the services that TELWARD undertakes to provide, SIEMENS shall pay TELWARD an amount of USD 700 000 calculated as 7,14% of the Contract price of  $\pm$ USD 9 800 000 in the event that the proposal is successful and a contract is awarded.

This shall be made up of a Lead Fee of USD 300 000, Consultancy in terms of Clause 3.2 and 3.3 of USD 400 000.

- 5.2 Payments due to TELWARD shall be paid as and when SIEMENS receives payment from the Client.. Each payment to TELWARD shall be effected within fifteen (15) business days from the day of actual payment received from the Client.
- 5.3 All the payments will be made in the same currencies provided for in the Contract. Payments will be made into TELWARD's designated bank account .
- 5.5 TELWARD shall comply with all relevant laws, orders, regulations or by-laws and all costs in relation thereto shall be deemed to be included in the price. Any additional costs incurred as a result of non-compliance shall be for TELWARD's account.
- 5.6 TELWARD shall submit its invoice in duplicate. The invoice shall make reference to Bank of Tanzania Project. In addition it shall include all information necessary for it to be a valid tax invoice for VAT purposes and shall include other relevant details as specified.
- 5.8 TELWARD agrees that any amount due and payable by SIEMENS to TELWARD may, upon written notice being given to TELWARD, be set off by SIEMENS against any amount owing to SIEMENS, however or whenever incurred.
- 5.9 Should TELWARD either directly or indirectly provide to an employee or representative of SIEMENS either before or after the placing of the Order any benefit of any nature whatsoever which might reasonably be construed as an inducement for that person to show favour to TELWARD in respect of any

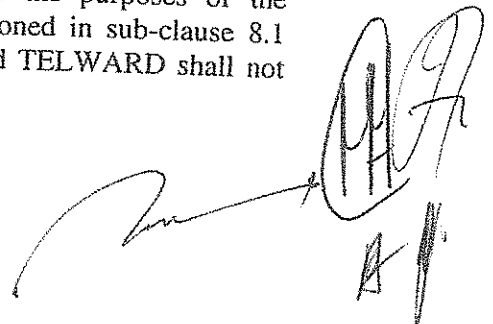
matter including but not limited to the awarding of the Contract then SIEMENS may give notice to TELWARD that this Agreement is terminated forthwith and that SIEMENS has no obligation pursuant to it.

## 7.0 SETTLEMENT OF DISPUTES

- 7.1 Any dispute between the PARTIES in connection with the present Agreement shall be submitted to the arbitration of the Arbitration Foundation of South Africa
- 7.2 The applicable law will be South African law.

## 8.0 CONFIDENTIALITY

- 8.1 All information of a technical or business nature disclosed by one Party (or by a related body corporate of that Party) to the other shall be regarded as confidential (Confidential Information) and each Party shall procure that its employees and sub-contractors treat such information as confidential.
- 8.2 Such information shall be used only for the purpose for which it is delivered and only insofar as it is strictly necessary for the purposes of the Agreement and shall not without the prior written consent of the disclosing Party be disclosed to any third party, provided always that either Party may disclose without the consent of the other any Confidential Information as required to be disclosed in compliance with:
- 8.2.1 any law of Tanzania or South Africa or any determination, regulation, decision or direction of any government or government agency or as directed by any court of competent jurisdiction;
- 8.2.2 to a related body corporate or a sub-contractor only to the extent that such disclosure is strictly necessary for the purposes of the Agreement;
- 8.3 Information shall not be deemed Confidential Information where it:
- 8.3.1 is authorised to be disclosed by the disclosing Party to the extent of the authority given; or
- 8.3.2 is made public by the disclosing Party or becomes part of the public domain; or
- 8.3.3 is in possession of or is known by the receiving Party prior to its receipt from the disclosing Party; or
- 8.3.4 becomes public other than by the default of the receiving Party; or
- 8.3.5 is independently developed by the receiving Party.
- 8.4 The obligations under this clause shall expire five (5) years after termination of this Agreement.
- 8.5 Except with the consent in writing of SIEMENS, TELWARD shall not make use of any information supplied by SIEMENS for the purposes of the Agreement or any specification or other thing mentioned in sub-clause 8.1 otherwise than for the purposes of the Agreement and TELWARD shall not

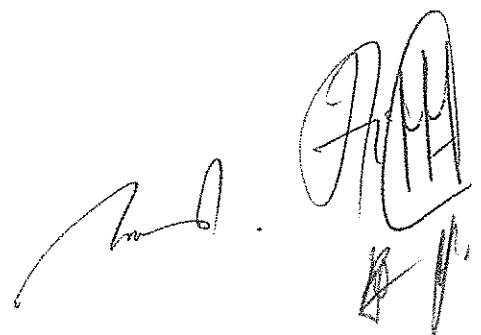
Handwritten signature and initials, likely representing the parties to the agreement.

use any such information to make any similar Item or part thereof for any other purpose.

- 8.6 Any information mentioned in sub-clause 8.1 remains the property of the original owner.

## 9.0. FORCE MAJEURE

- 9.1 For purposes of this Agreement, force majeure shall mean any material event beyond the control of the Party claiming the occurrence of force majeure:
- 9.1.1 whose occurrence could not have been reasonably foreseen at the date of execution of this Agreement; and
  - 9.1.2 which, despite the exercise of diligent efforts, such Party was unable to prevent, limit or minimise,
- including, but not limited to, war whether declared or not, revolution, riot, strikes, insurrection, civil commotion, invasion, armed conflict, hostile act of foreign enemy, act of terrorTELWARD, sabotage, radiation or chemical contamination, ionising radiation, Act of God, plague or other serious epidemic.
- 9.2 If the performance of a material part of this Agreement is suspended due to force majeure, the suffering Party shall give the other Party written notice of the condition of force majeure.
- 9.3 Such notice shall be given within three working days of the date on which the Party first affected by force majeure becomes aware of the condition of force majeure.
- 9.4 The Party first affected by force majeure shall do its utmost to reinstate the performance due in terms of this Agreement in the shortest possible time.
- 9.5 Relevant delivery dates or times allowed for performance shall be adjusted to allow for the effects of such force majeure, provided such notice is given.
- 9.6 If such notice is not given by the Party first affected by such force majeure, the other Party may, in its sole discretion, refuse to allow such adjustment of the relevant Delivery dates or time allowed for performance, with regard to the Delivery and performance due in terms of this Agreement, of the Party first affected by force majeure.
- 9.7 Performance of other material parts of this Agreement still due and possible of performance by the Party first affected by force majeure, shall continue to be performed.
- 9.8 If a period of four weeks has elapsed, and if the condition of force majeure persists, either Party shall be entitled to cancel this Agreement by prior mutual Agreement, with immediate effect and without prejudice to either Party's rights obtained in terms of this Agreement.



## 10. INDEMNITY

- 10.1 TELWARD indemnifies SIEMENS against any claims, suits, liabilities and expenses which may be brought against SIEMENS or incurred by SIEMENS in the event of any accident, injury, loss or damage to persons or property and attributable to TELWARD, its products, its servants, sub-contractors or agents, except and to the extent that such claims, suits, liabilities and expenses arise directly or indirectly as a result of the negligence or otherwise of SIEMENS.

## 11. GENERAL LIMITATION OF LIABILITY

Neither Party shall be liable to the other for any indirect or consequential losses or damages such as, but not limited to loss of data, business interruption, loss of profit, loss of use, loss of production that may be suffered by the other as a result of the breach of or the performance of any obligation under this Agreement, except as specifically provided for herein.

## 12. TERMINATION FOR CONVENIENCE

- 12.1 SIEMENS may terminate the Agreement for its convenience by serving notice of termination on TELWARD whereafter TELWARD shall forthwith arrange the economical cessation of all work under the Agreement.
- 12.3 Termination under sub-clause 12.1 above shall be without prejudice to the rights of TELWARD and SIEMENS accrued up to the date of termination, and SIEMENS shall be entitled to take delivery of all parts, material or equipment for which SIEMENS is paying for under these provisions.

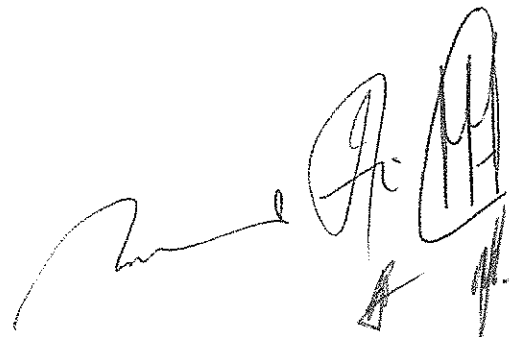
## 13. TERMINATION FOR CAUSE

Either Party may cancel the Agreement if any of them commits any material breach of its obligations hereunder, provided always that if a breach is capable of being remedied, a Party may not cancel the Agreement, until the other Party has failed to make good such breach within 60 (sixty) days after the Party who wishes to cancel, has served written notice on the other Party specifying the breach. Cancellation under this clause shall be without prejudice to any remedy or rights in law, which either Party may have.

## 14. BANKRUPTCY

- 14.2 Either Party may with written notice cancel this Agreement with immediate effect, if any of the following events occur or it has reason to believe that such an event is likely to occur: -

- 14.2.1 a receiver, manager, receiver and manager, official manager, inspector or analogous person of either Party undertaking or any part thereof is appointed;

The image shows several handwritten signatures in black ink at the bottom right of the page. There are three distinct signatures, each appearing to be a stylized representation of a name. The first signature is on the left, followed by two more signatures to its right. The ink is dark and the handwriting is cursive.

14.2.2 either Party ceases or threatens to cease to carry on its business;

14.2.3 proceedings are initiated with a view to obtaining an order for the winding up or analogous process of either Party, or any shareholder or director either calls or threatens to call any meeting for the purpose of considering or passing any resolution for the winding up or analogous process of either Party;

14.2.4 either Party is unable or fails to pay its debts, including any debt emanating from this Agreement, as and when they fall due, commences negotiations with any one or more of its creditors with a view to the general re-adjustment or rescheduling of its indebtedness, or enters or proposes to enter into any agreement or composition with its creditors;

then the other Party in its sole and complete discretion may terminate the Agreement forthwith by notice in writing to the other Party, provided always that such action shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to either Party.

## 15. CESSION AND ASSIGNMENT

SIEMENS shall be entitled to cede, assign and transfer all its rights and obligations in terms of this Agreement to any other person and by concluding this Agreement TELWARD gives its consent to any such cession or assignment. TELWARD shall not be entitled to cede, assign and transfer any of its rights and obligations in terms hereof without the prior written consent of SIEMENS.

## 16. DOMICILIUM CITANDI ET EXECUTANDI

16.1 Any notice or other communication of whatsoever nature under this Agreement (including but not limited to the exercise of any option) shall be delivered to the address of the intended recipient as set out below:

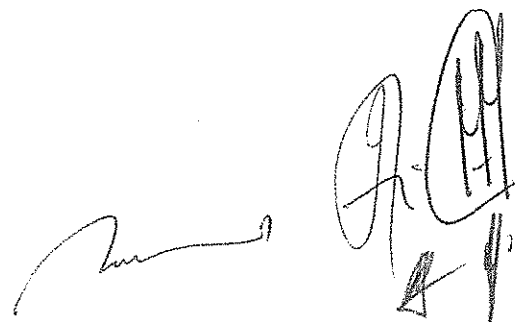
### 16.1.1 TELWARD:

Physical Address: (As per covering Page)  
Fax:  
Email:

### 16.1.2 SIEMENS:

Physical Address: (As per covering Page)  
Fax:  
Email:

16.2 Any notice or other communication under this Agreement shall only be valid and effective if in writing. Nothing in this clause shall affect the right of either Party to serve process in any manner permitted or required by law.

The block contains two handwritten signatures. The signature on the left is a cursive, flowing script. The signature on the right is more stylized, with large, bold, and somewhat blocky letters, possibly representing the initials 'A.H.' or similar.

16.3 Either Party may by notice to the other Party change it's notice details set out in clause 16.1 above. The change shall become effective on the 4<sup>th</sup> (fourth) business day from the deemed receipt of the notice by the other Party.

16.4 Any notice or other communication under this Agreement shall, in the absence of actual earlier receipt, be deemed to have been received:

16.4.1 if delivered by hand to a responsible person during business hours to the designated physical address, on the date of Delivery;

16.4.2 if sent by pre-paid registered post in a correctly addressed envelope to the designated postal address, on the 10<sup>th</sup> (tenth) business day after the date of posting;

16.4.3 if sent by fax to the designated fax number or by email to a designated address, on the 1<sup>st</sup> (first) business day following the date of despatch.

16.5 Notwithstanding anything to the contrary stated above, if a notice or communication is actually received by a Party, adequate notice or communication shall have been given, even though it was not delivered in a manner described above.

## 17. NON-WAIVER

No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.

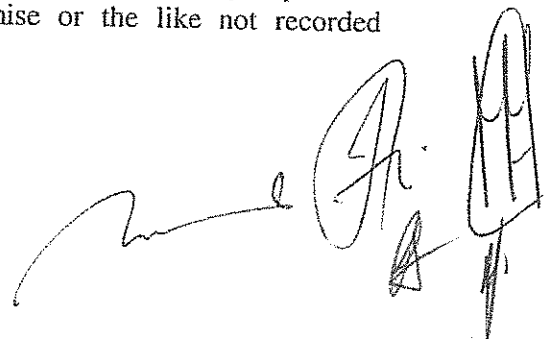
## 18. WHOLE AGREEMENT

18.1 The Parties hereby agree that this Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof.

19.2 No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of this Agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the Party granting such extension, waiver or relaxation). Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

## 20. IMPLIED TERMS OR WARRANTIES

To the extent permissible by law no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded

The block contains three handwritten signatures in black ink. The first signature on the left is a long, flowing cursive line. The second signature in the middle is more compact and stylized. The third signature on the right is a vertical, blocky signature.

herein, whether it induced the Agreement and/or whether it was negligently made or not.

**21. EXECUTORS, ADMINISTRATORS AND SUCCESSORS IN TITLE**

This Agreement will be binding on any of the executors, administrators and successors in title or permitted assigns of the Parties.

**22. LANGUAGE**

All notices and correspondence in respect of this Agreement shall be in the English language.

**24. AUTHORITY TO BIND**

34.1 Each Party hereto warrants and represents to the others that it has taken or caused to be taken all steps, actions and corporate proceedings necessary to cause this Agreement to be binding on it.

34.2 Any Party shall, if requested by any other Party, furnish to the latter sufficient evidence of the authority of the person or persons who will, on behalf of the Party so requested, take any action or execute any documents required or permitted to be taken or executed by such person under this Agreement.

**25. SEVERABILITY**

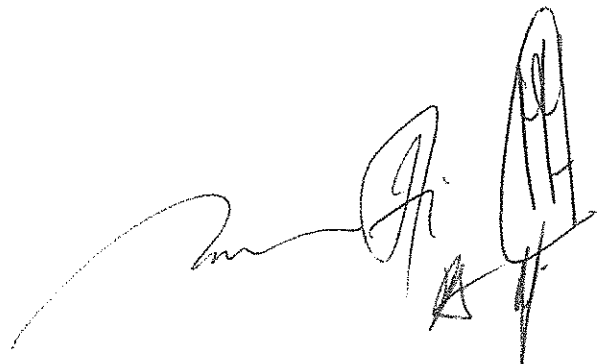
Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or unenforceability of such provision in any other jurisdiction.

**26. FAILURE TO REACH AGREEMENT**

Where it is specified in this Agreement that certain matters are to be agreed between the Parties, failure to reach agreement in respect of such matter will not affect the validity and enforceability of the whole or any other part of this Agreement.

**27. COSTS**

Each Party shall be liable for their costs relating to the preparation and negotiation of this Agreement.

The block contains three handwritten signatures in black ink. The first signature is a long, flowing cursive line. The second signature is more compact and stylized. The third signature is the most distinct, appearing to be a capital letter 'A' followed by a vertical stroke and a small flourish.

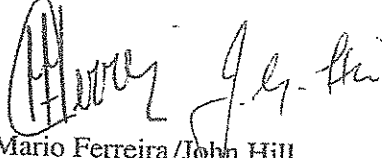
28. COUNTERPARTS

This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

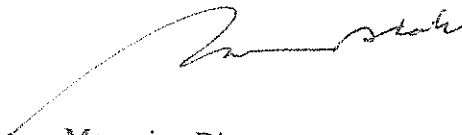
In witness whereof the PARTIES hereto have caused this Agreement to be duly executed by their respective representatives, thereto duly authorized as of the day and year first written above.

Made in ... 25 ... the ... July ... of the year 2003.

SIEMENS LTD

  
Mario Ferreira/John Hill

TELWARD LTD.

  
Managing Director



ANNEXURE 'POS-22'

Discussed 20/08/04 with George Klopper.

Older version of  
Agreement - since  
replaced.

## AGREEMENT

This Agreement is made this 16 day of January 2004

1.3 }  
3.2 } unfortunate but not major discrepancies.  
10.2 (to 10.1) }

By and between

3.6 Good.

Agreement OK.

SIEMENS LTD  
PRIVATE MAIL BAG X71  
HALFWAY HOUSE  
1685, SOUTH AFRICA

Represented by

Mr Mario Ferreira/John Hill  
Divisional Managing Directors  
(Hereinafter "SIEMENS")

And

## MJ ACCESS AND CCTV INSTALLATIONS

(Hereinafter "MJ")  
P.O.Box 19698  
Pretoria-West  
Industria  
Pretoria.  
South Africa

Represented by

Managing Director

Discussed with  
George Klopper -  
Value of R80000  
takes precedence  
in Cl 4.1

Percentage is also  
a typing mistake

("Hereinafter collectively called "the Parties")

29/9

*[Signatures]*

## 1.0 WHEREAS

- 1.1 Anglo Platinum, has requested for the supply of a Security Systems on their Capacity Upgrade installations ;
- 1.2 SIEMENS by submitting its quotations intends to supply the equipment for the various projects (hereinafter) called THE PROJECTS) and;
- 1.3 MJ has agreed to provide SIEMENS with services and technical and commercial assistance on an exclusive basis to assist in getting the contracts ("the Contract") awarded to SIEMENS and;
- 1.4 SIEMENS has agreed to appoint MJ as a consultant to it should the Contracts be awarded to it and MJ hereby accepts such appointment and;
- 1.5 In order to maximize the success of their proposal, MJ and SIEMENS have started to exchange information mutually and exclusively.

## NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

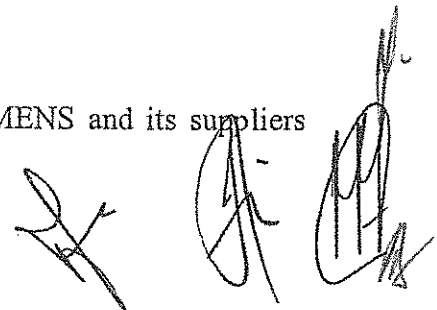
### 2.0 SIEMENS OBLIGATIONS

- 2.1 SIEMENS shall prepare the various proposals for submission to the CLIENT and shall negotiate any ensuing contract arising from such proposal.
- 2.2 During the performance of the Contract, SIEMENS will have the full responsibility for the execution of the contract.

### 3.0 MJ OBLIGATIONS

MJ shall:

- 3.1 Assist SIEMENS in preparing a proposal for submission
- 3.2 Advise and consult on the various aspects of the local situation at the time of the offer and assist with introductions to the role players and presentations to the CLIENT.
- 3.3 Assist in dealing with any day to day issues which may arise with the CLIENT in the proposal phase and implementation phase which might adversely affect client relationships.
- 3.4 In the event of a contract being awarded, assist SIEMENS and its suppliers with local on-site conditions and accommodation.



3.5 Provide co-operation in order to settle disputes between SIEMENS and the CLIENT. In the event of such disputes, assist SIEMENS in finding adequate solutions.

3.6 Comply with all applicable laws, and more specifically any applicable anticorruption laws in carrying out its obligations in terms of this agreement.

#### 4.0 PAYMENT

4.1 As payment for all the services that MJ undertakes to provide, SIEMENS shall pay MJ an amount not exceeding R 800 000 calculated as 0.04.% of the Contract price in the event that the proposal is successful and a contract is awarded.

This shall be made up of a Lead Fee of R 240 000, Consultancy in terms of Clause 3.2 and 3.3 of R 260 000, and Logistical Support in terms of Clause 3.4 and 3.5 of R 300 000.

4.2 Payments due to MJ shall be paid as and when SIEMENS receives payment from the Client. Each payment to MJ shall be effected within fifteen (15) business days from the day of actual payment received from the Client.

4.3 All the payments will be made into MJ designated bank account.

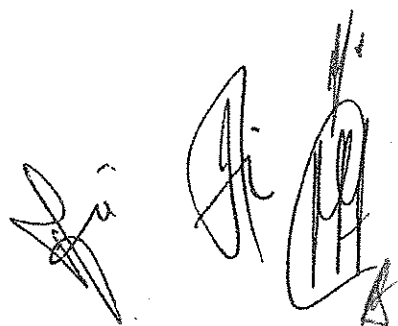
4.5 MJ shall comply with all relevant laws, orders, regulations or by-laws and all costs in relation thereto shall be deemed to be included in the price. Any additional costs incurred as a result of non-compliance shall be for MJ account.

4.6 MJ shall submit its invoice in duplicate. The invoice shall make reference to Anglo Platinum Projects. In addition it shall include all information necessary for it to be a valid tax invoice for VAT purposes and shall include other relevant details as specified.

4.8 MJ agrees that any amount due and payable by SIEMENS to MJ may, upon written notice being given to MJ, be set off by SIEMENS against any amount owing to SIEMENS, however or whenever incurred.

4.9 Should MJ either directly or indirectly provide to an employee or representative of SIEMENS either before or after the placing of the Order any benefit of any nature whatsoever which might reasonably be construed as an inducement for that person to show favor to MJ in respect of any matter including but not limited to the awarding of the Contract then SIEMENS may give notice to MJ that this Agreement is terminated forthwith and that SIEMENS has no obligation pursuant to it.

#### 5.0 SETTLEMENT OF DISPUTES



- 5.1 Any dispute between the PARTIES in conjunction with the present Agreement shall be submitted to the arbitration of the Arbitration Foundation of South Africa
- 5.2 The applicable law will be South African law.

## 6.0. CONFIDENTIALITY

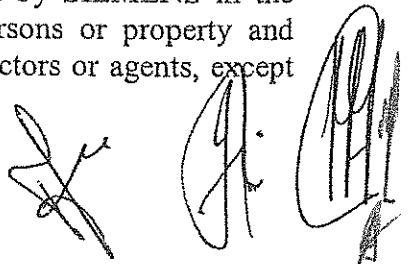
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- 6.2 Such information shall be used only for the purpose for which it is delivered and only insofar as it is strictly necessary for the purposes of the Agreement and shall not without the prior written consent of the disclosing Party be disclosed to any third party, provided always that either Party may disclose without the consent of the other any Confidential Information as required to be disclosed in compliance with:
- 6.2.1 any law of South Africa or any determination, regulation, decision or direction of any government or government agency or as directed by any court of competent jurisdiction;
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- 6.3 Information shall not be deemed Confidential Information where it:
- 6.3.1 is authorized to be disclosed by the disclosing Party to the extent of the authority given; or
- 6.3.2 is made public by the disclosing Party or becomes part of the public domain; or
- 6.3.3 is in possession of or is known by the receiving Party prior to its receipt from the disclosing Party; or
- 6.3.4 becomes public other than by the default of the receiving Party; or
- 6.3.5 is independently developed by the receiving Party.
- 6.4 The obligations under this clause shall expire five (5) years after termination of this Agreement.
- 6.5 Except with the consent in writing of SIEMENS, MJ shall not make use of any information supplied by SIEMENS for the purposes of the Agreement or any specification or other thing mentioned in sub-clause 8.1 otherwise than for the purposes of the Agreement and MJ shall not use any such information to make any similar item or part thereof for any other purpose.
- 6.6 Any information mentioned in sub-clause 8.1 remains the property of the original owner.

## 7.0. FORCE MAJEURE

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- 7.1 For purposes of this Agreement, force majeure shall mean any material event beyond the control of the Party claiming the occurrence of force majeure:
- 7.1.1 whose occurrence could not have been reasonably foreseen at the date of execution of this Agreement; and
  - 7.1.2 which, despite the exercise of diligent efforts, such Party was unable to prevent, limit or minimize,
- including, but not limited to, war whether declared or not, revolution, riot, strikes, insurrection, civil commotion, invasion, armed conflict, hostile act of foreign enemy, act of terror, sabotage, radiation or chemical contamination, ionizing radiation, Act of God, plague or other serious epidemic.
- 7.2 If the performance of a material part of this Agreement is suspended due to force majeure, the suffering Party shall give the other Party written notice of the condition of force majeure.
- 7.3 Such notice shall be given within three working days of the date on which the Party first affected by force majeure becomes aware of the condition of force majeure.
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- 7.6 If such notice is not given by the Party first affected by such force majeure, the other Party may, in its sole discretion, refuse to allow such adjustment of the relevant Delivery dates or time allowed for performance, with regard to the Delivery and performance due in terms of this Agreement, of the Party first affected by force majeure.
- 7.7 Performance of other material parts of this Agreement still due and possible of performance by the Party first affected by force majeure, shall continue to be performed.
- 7.8 If a period of four weeks has elapsed, and if the condition of force majeure persists, either Party shall be entitled to cancel this Agreement by prior mutual Agreement, with immediate effect and without prejudice to either Party's rights obtained in terms of this Agreement.

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- 8.1 MJ indemnifies SIEMENS against any claims, suits, liabilities and expenses which may be brought against SIEMENS or incurred by SIEMENS in the event of any accident, injury, loss or damage to persons or property and attributable to MJ, its products, its servants, sub-contractors or agents, except
- 

and to the extent that such claims, suits, liabilities and expenses arise directly or indirectly as a result of the negligence or otherwise of SIEMENS.

#### 9.0. GENERAL LIMITATION OF LIABILITY

Neither Party shall be liable to the other for any indirect or consequential losses or damages such as, but not limited to loss of data, business interruption, loss of profit, loss of use, loss of production that may be suffered by the other as a result of the breach of or the performance of any obligation under this Agreement, except as specifically provided for herein.

#### 10. TERMINATION FOR CONVENIENCE

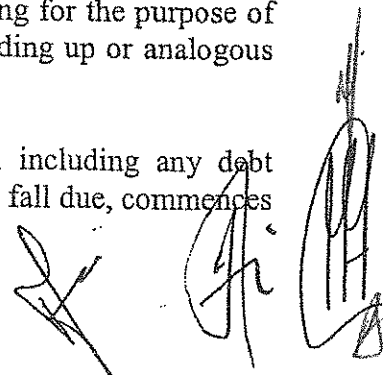
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Either Party may cancel the Agreement if any of them commits any material breach of its obligations hereunder, provided always that if a breach is capable of being remedied, a Party may not cancel the Agreement, until the other Party has failed to make good such breach within 60 (sixty) days after the Party who wishes to cancel, has served written notice on the other Party specifying the breach. Cancellation under this clause shall be without prejudice to any remedy or rights in law, which either Party may have.

#### 12. BANKRUPTCY

- 12.2 Either Party may with written notice cancel this Agreement with immediate effect, if any of the following events occur or it has reason to believe that such an event is likely to occur: -
  - 12.2.1 a receiver, manager, receiver and manager, official manager, inspector or analogous person of either Party undertaking or any part thereof is appointed;
  - 12.2.2 either Party ceases or threatens to cease to carry on its business;
  - 12.2.3 proceedings are initiated with a view to obtaining an order for the winding up or analogous process of either Party, or any shareholder or director either calls or threatens to call any meeting for the purpose of considering or passing any resolution for the winding up or analogous process of either Party;
  - 12.2.4 either Party is unable or fails to pay its debts, including any debt emanating from this Agreement, as and when they fall due, commences



negotiations with any one or more of its creditors with a view to the general re-adjustment or rescheduling of its indebtedness, or enters or proposes to enter into any agreement or composition with its creditors;

then the other Party in its sole and complete discretion may terminate the Agreement forthwith by notice in writing to the other Party, provided always that such action shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to either Party.

### 13. CESSION AND ASSIGNMENT

SIEMENS shall be entitled to cede, assign and transfer all its rights and obligations in terms of this Agreement to any other person and by concluding this Agreement MJ gives its consent to any such cession or assignment. MJ shall not be entitled to cede, assign and transfer any of its rights and obligations in terms hereof without the prior written consent of SIEMENS.

### 14. DOMICILIUM CITANDI ET EXECUTANDI

14.1 Any notice or other communication of whatsoever nature under this Agreement (including but not limited to the exercise of any option) shall be delivered to the address of the intended recipient as set out below:

14.1.1 MJ:

Physical Address: 145 Industria Road ,Pretoria –West Pretoria 0183

Fax:012 – 386 5123

Email:

14.1.2 SIEMENS:

Physical Address:300 JANADEL AVENUE,MIDRAND , SOUTH AFRICA

Fax:011-652 2664

Email:

14.2 Any notice or other communication under this Agreement shall only be valid and effective if in writing. Nothing in this clause shall affect the right of either Party to serve process in any matter permitted or required by law.

14.3 Either Party may by notice to the other Party change it's notice details set out in clause 16.1 above. The change shall become effective on the 4<sup>th</sup> (fourth) business day from the deemed receipt of the notice by the other Party.

14.4 Any notice or other communication under this Agreement shall, in the absence of actual earlier receipt, be deemed to have been received:

16.4.1 if delivered by hand to a responsible person during business hours to the designated physical address, on the date of Delivery;

16.4.2 if sent by pre-paid registered post in a correctly addressed envelope to the designated postal address, on the 10<sup>th</sup> (tenth) business day after the date of posting;

16.4.3 if sent by fax to the designated fax number or by email to a designated address, on the 1<sup>st</sup> (first) business day following the date of despatch.

14.5 Notwithstanding anything to the contrary stated above, if a notice or communication is actually received by a Party, adequate notice or communication shall have been given, even though it was not delivered in a manner described above.

## 15. NON-WAIVER

No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.

## 16. WHOLE AGREEMENT

16.1 The Parties hereby agree that this Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof.

16.2 No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of this Agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the Party granting such extension, waiver or relaxation). Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

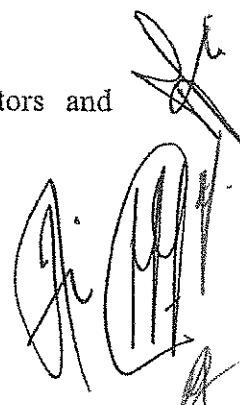
## 17. IMPLIED TERMS OR WARRANTIES

To the extent permissible by law no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the Agreement and/or whether it was negligently made or not.

## 18. EXECUTORS, ADMINISTRATORS AND SUCCESSORS IN TITLE

This Agreement will be binding on any of the executors, administrators and successors in title or permitted assigns of the Parties.

## 19. LANGUAGE



All notices and correspondence in respect of this Agreement shall be in the English language.

**20 AUTHORITY TO BIND**

20.1 Each Party hereto warrants and represents to the others that it has taken or caused to be taken all steps, actions and corporate proceedings necessary to cause this Agreement to be binding on it.

20.2 Any Party shall, if requested by any other Party, furnish to the latter sufficient evidence of the authority of the person or persons who will, on behalf of the Party so requested, take any action or execute any documents required or permitted to be taken or executed by such person under this Agreement.

**21. SEVERABILITY**

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 *pro non scripto* and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or unenforceability of such provision in any other jurisdiction.

**22. FAILURE TO REACH AGREEMENT**

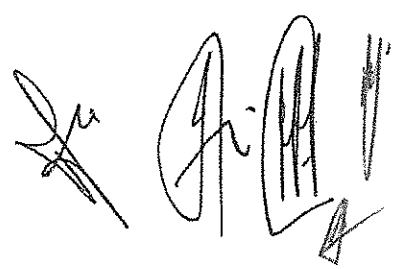
Where it is specified in this Agreement that certain matters are to be agreed between the Parties, failure to reach agreement in respect of such matter will not affect the validity and enforceability of the whole or any other part of this Agreement.

**23. COSTS**

Each Party shall be liable for their costs relating to the preparation and negotiation of this Agreement.

**24. COUNTERPARTS**

This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

Handwritten signatures of two parties, likely representing the agreement.

In witness whereof the PARTIES hereto have caused this Agreement to be duly executed by their respective representatives, thereto duly authorized as of the day and year first written above.

Made in ...16TH...the ...January...of the year 2004.

SIEMENS LTD

   
Mario Ferreira/John Hill

MJ ACCESS AND CCTV INSTALLATIONS.

  
Managing Director