



SOVTECHTM
Business Software. Sorted.

Independent Contractor Agreement - Hourly



SECTION A: INTRODUCTION

PARTIES INVOLVED

Parties:

SovTech (Pty) Ltd a company registered in South Africa.
(Hereinafter referred to as “**the Company / SovTech**”),

and

Grant Wilson

The Independent Contractor with details as set out in Section C, to be contracted by SovTech.
(Hereinafter referred as “**the Independent Contractor**”)

SECTION B: TERMS & CONDITIONS

1. INTERPRETATIONS:

1.1. In this Agreement -

- 1.1.1. clause headings are for convenience only and are not to be used in its interpretation;
- 1.1.2. an expression which denotes -
- 1.1.3. any gender includes the other genders;
- 1.1.4. a natural person includes a juristic person and *vice versa*; and
- 1.1.5. the singular includes the plural and *vice versa*.

2. DEFINITIONS:

2.1. In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

- 2.1.1. **"Agreement"** means this Independent Contractor Agreement;
- 2.1.2. **"Business"** means the business of the Company and any other business conducted by the Company at any time during the period of the Agreement;
- 2.1.3. **"Client"** means any Client of the Company, including all direct and indirect subsidiaries and affiliates of the Client;
- 2.1.4. **"Company"** means the SovTech Company with details as set out in Section A;
- 2.1.5. **"Confidential Information"** shall include, but is not limited to, any and all business operations, processes, plans or intentions, product information, know-how, formulae, design rights, photographs, drawings, prints, trade secrets, technology, intellectual property, software, programmes, applications, market opportunities and marketing methods, client information, or business affairs of SovTech;
- 2.1.6. **"Effective Date"** being the date from which the Company contracts with the Independent Contractor to produce the Services in terms of this Agreement;

- 2.1.7. **"Independent Contractor"** means the Independent Contractor with details as set out in Section A;
 - 2.1.8. **"Parties"** means the Parties to this Agreement;
 - 2.1.9. **"Services"** means the services described in Annexure "A";
 - 2.1.10. **"Signature Date"** means the date of signature of this Agreement by the Party last signing;
 - 2.1.11. **"Termination Date"** means the date upon which the Company's contract with the Independent Contractor to produce the Services in terms of this Agreement ceases for whatsoever reason.
- 2.2. Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.
- 2.3. Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
- 2.4. Defined terms appearing in this Agreement in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 2.5. A reference to "days" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time.
- 2.6. A reference to "business hours" shall be construed as being the hours between 08h30 and 17h30 on any business day. A reference to time shall be based upon South African Standard Time.

- 2.7. Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 2.8. Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 2.9. No provision herein shall be construed against or interpreted to the disadvantage of a Party by reason of such Party having or being deemed to have structured, drafted or introduced such provision.
- 2.10. The Parties, unless specifically otherwise provided, shall be deemed to be contracting as principals and not as agents.
- 2.11. The expiration or termination of this Agreement shall not affect such provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 2.12. The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 2.13. Any reference in this Agreement to "this Agreement" or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time.

- 2.14. This Agreement incorporates the annexes which shall have the same force and effect as if set out in the body of this Agreement. In this Agreement the words "clause" or "clauses" and "annexe" or "annexes" refer to clauses of and annexes to this Agreement.

3. RECITALS:

- 3.1. The Company wishes to appoint the Independent Contractor, which appointment the Independent Contractor hereby accepts, as an Independent Contractor for the Company for the purpose of fulfilling the role as stated in Annexure "A" for this specific project, adhering to the terms and conditions set forth below; and
- 3.2. Each Party is duly authorised and capable of entering into this Agreement.

4. NATURE OF THE RELATIONSHIP:

- 4.1. It is specifically recorded and agreed that the Independent Contractor shall fulfil its obligations in terms of this agreement to the Company as an independent Independent Contractor. This Agreement does not and shall not be deemed to create an employment relationship or employment agreement between the Parties and accordingly the Independent Contractor acknowledges and accepts that, although certain of the obligations will be performed at the Company's address, he/she will not have any rights or enjoy any benefits of an employee.
- 4.2. The Independent Contractor shall have no authority to act as agent for, or on behalf of, the Company, or to represent Company, or bind Company in any manner.
- 4.3. The Independent Contractor shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the Company.

5. WARRANTIES:

- 5.1. The Company and the Independent Contractor respectively represents and warrants to each other that each respectively is fully authorised and empowered to enter into the Agreement and that their entering into the Agreement and to each parties' knowledge the performance of their respective obligations under the Agreement will not violate any agreement between the Company or the Independent Contractor respectively and any other person, firm or organisation or any law or governmental regulation.
- 5.2. The Independent Contractor warrants that he/she has the necessary skills, capacity, resources, experience and expertise to produce the Services. The Independent Contractor agrees and undertakes to immediately notify the Company should he no longer have the necessary skills, capacity, resources, experience and expertise to produce the Services.
- 5.3. Each warranty will -
 - 5.3.1. be a separate warranty and will in no way be limited or restricted by reference to or inference from the terms of any other warranty or by any words in this Agreement;
 - 5.3.2. be given as at the Signature Date and the Effective Date; and
 - 5.3.3. be deemed to be a material representation and to be a material representation inducing the Company to enter into this Agreement.
- 5.4. The Independent Contractor acknowledges that in the event that it is found that he has made any misrepresentation to induce the entering into of this Agreement, the Company may in its sole discretion declare the Agreement null and void.

6. OBLIGATIONS OF THE INDEPENDENT CONTRACTOR:

- 6.1. The Independent Contractor is aware of the standard and quality of service required by the Company and agrees and undertakes to ensure that the Services are produced in compliance with the Company's standard and quality of service.

- 6.2. Should the Independent Contractor fail to comply with the below it is considered a material breach of this Agreement.
- 6.3. The Independent Contractor agrees and undertakes –
- 6.3.1. to produce the Services set out in Annexure "A";
 - 6.3.2. to produce the Services in a diligent and professional manner;
 - 6.3.3. to compile and maintain complete, accurate and written records of the Services produced;
 - 6.3.4. not to exercise any management control over any of the Company's employees unless expressly agreed to in writing by the Company;
 - 6.3.5. not to require any of the Company's employees to produce any of the Services, unless expressly agreed to in writing by the Company;
 - 6.3.6. to provide his/her own tools and suitable equipment to produce the Services;
 - 6.3.7. to being 100% available and contactable during agreed upon working hours;
 - 6.3.8. timely or frequent communication with the Company and the Company's Client as required;
 - 6.3.9. that it shall not subcontract any portion of the work contemplated under this Agreement to any third party, individual, or entity ("Subcontractor").
- 6.4. The Independent Contractor shall promptly disclose to the Company any direct or indirect interest which he has in any trade, business or occupation which is similar to the Business of the Company whether or not such trade, business or occupation is conducted for his profit or personal gain or that of any member of his family or household or any relative by marriage.

- 6.5. The Independent Contractor shall be liable for any disbursements made and/or expenses incurred by him in producing the Services.

7. SERVICE FEES:

- 7.1. All payment in terms of this Agreement will be issued as per the Payment Schedule outlined in Annexure "B".
- 7.2. The Independent Contractor shall complete the required Timesheets on or before the first (1st) of the month the services were rendered, in order to receive payment of the invoices submitted by the Independent Contractor.
- 7.3. The Independent Contractor shall submit invoices to the Company on production of the Services two business days after the month the services were rendered.
- 7.4. Payment of the Independent Contractor's invoices shall be made by the Company within 15 (fifteen) business days of receipt thereof by the Company, subject to receipt by the Company of proof to the satisfaction of the Company that the relevant Services have been produced to the satisfaction of the Company.

8. EXPENSES:

- 8.1. Any expenses incurred by the Independent Contractor in the rendering of his/her services shall be borne by the Independent Contractor and the Independent Contractor shall have no claim of whatsoever nature against the Company in respect of such expenses, unless authorised and agreed to in writing by the Company prior to the incurring of same.
- 8.2. The Independent Contractor shall be solely responsible for the full tax liability payable in respect of the service fee to be paid to him/her by the Company in terms of this Agreement and for the submission of tax returns to the South African Receiver of Revenue (SARS).

- 8.3. The Independent Contractor hereby indemnifies and holds the Company and its employees harmless from any and all losses and/or claims, including all penalties and fines payable to the South African Receiver of Revenue (SARS) in respect of the service fee to be paid to the Independent Contractor in terms of this Agreement.

9. CONFIDENTIAL INFORMATION:

- 9.1. Independent Contractor shall not, during the time of rendering services to the Company or thereafter, disclose to anyone other than authorised employees of the Company (or persons designated by such duly authorised employees of the Company) or use for the benefit of Independent Contractor and its employees or for any entity other than the Company, any information of a confidential nature of the Company or its Clients, including but not limited to, information relating to: any such materials or intellectual property; any of the Company projects or programs; the technical, commercial or any other affairs of the Company and/or its Clients; or, any confidential information which the Company and/or its Clients have received confidentiality.
- 9.2. It is recorded that the Independent Contractor, by virtue producing the Services, will become possessed of, and will have access to the Confidential Information.
- 9.3. The Independent Contractor acknowledges that –
- 9.3.1. the Confidential Information is a valuable, special and unique asset of the Company;
 - 9.3.2. the Confidential Information is proprietary to the Company and the Independent Contractor has no rights of whatsoever nature in such Confidential Information; and
 - 9.3.3. the Company may suffer irreparable harm or substantial economic and other loss in the event of such Confidential Information being disclosed or used by the Independent Contractor otherwise than in accordance with this Agreement.

- 9.3.4. You agree that you shall not, during or after the time of rendering services to the Company, disclose, publish, or otherwise make accessible to any third party, any Confidential Information belonging to SovTech, its clients, or any associated projects, without the express written consent of SovTech.
 - 9.3.5. This non-disclosure obligation applies regardless of whether the information is shared in verbal, written, electronic, or any other form. You shall not use or attempt to use the Confidential Information for personal gain, the benefit of others, or for any purpose not authorised by the Company.
 - 9.3.6. Upon the termination of your services, you shall promptly return to the Company all materials, documents, or other property containing or pertaining to Confidential Information. You shall not retain any copies or reproductions of such materials.
 - 9.3.7. In the event of any breach or threatened breach of this clause, the Company shall be entitled to seek injunctive relief, damages, or any other appropriate legal remedies to protect its interests.
- 9.4. The Independent Contractor irrevocably and unconditionally agrees and undertakes, during the period of the Agreement and for a period of 12 (twelve) months after the Termination Date, -
- 9.4.1. to refrain from contacting or serving any existing clients of the Company or Independent Contractors who are currently and at date of termination of this Agreement involved in any business dealings with the Company and all information pertaining to the aforesaid is deemed to be confidential information;
 - 9.4.2. to refrain from approaching any current employees of the Company and employees at the date of termination of this Agreement as well as all future employees during the 12 (twelve) month period as mentioned above;
 - 9.4.3. to treat and safeguard the Confidential Information as strictly private and confidential;

- 9.4.4. not to use or permit the use of the Confidential Information for any purpose other than exclusively in connection with the production of the Services in terms of this Agreement and, in particular, not to use or permit the use of the Confidential Information, whether directly or indirectly, to obtain a commercial, trading, investment, financial or other advantage over the Company or otherwise use it to the detriment of the Company;
- 9.4.5. except as permitted by this Agreement, not to disclose or divulge, directly or indirectly, the Confidential Information in any manner to any third party for any reason or purpose whatsoever (except as required by the terms of this Agreement) without the prior written consent of the Company, which consent may be granted or withheld in the sole and absolute discretion of the Company;
- 9.4.6. not to decompile, disassemble or reverse engineer or otherwise modify, adapt, alter or vary the whole or any part of the Confidential Information;
- 9.4.7. not to copy or reproduce the Confidential Information by any means, it being recorded that any copies shall be and remain the property of the Company and shall be surrendered to the Company on demand and in any event on the Termination Date, and the Independent Contractor will not retain any copies thereof or extracts therefrom or any form of record thereof, whether in written or electronic form; and
- 9.4.8. to keep all Confidential Information safe and secure and to take all such steps as may be reasonably necessary to protect it against theft, damage, loss, unauthorised access (including access by electronic means) and to prevent Confidential Information from falling into the hands of unauthorised third parties.
- 9.4.9. The determination of whether information is Confidential Information shall not be affected by whether or not such information is subject to, or protected by, common law or statute related to copyright, patent, trade marks or otherwise.
- 9.4.10. If the Independent Contractor is uncertain as to whether any information is Confidential Information, the Independent Contractor shall treat such information as confidential until the contrary is agreed by the Company in writing.

- 9.4.11. In the event that the Independent Contractor is required to disclose information relating to the Company, he/she will –
- 9.4.11.1. advise the Company thereof in writing prior to disclosure, if possible;
 - 9.4.11.2. take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that he lawfully and reasonably can;
 - 9.4.11.3. afford the Company a reasonable opportunity, if possible, to intervene in the proceedings;
 - 9.4.11.4. comply with the Company's reasonable requests as to the manner and terms of any such disclosure; and
 - 9.4.11.5. notify the Company of the recipient of, and the form and extent of, any such disclosure or announcement immediately from a third party.

10. PROTECTION OF PERSONAL INFORMATION ACT (POPI):

- 10.1. Each Party agrees to comply with the POPI insofar as it is processing any Personal Information in the performance of its obligations under this Agreement and/or the Joint Initiative.
- 10.2. Each Party warrants to the other that it shall not (and shall ensure that its individual directors, officers, employees, representatives, agents, independent contractors, subcontractors, suppliers, product providers, and service providers shall not):
- 10.2.1. Process any Personal Information in respect of which the other Party is the Responsible Party in any manner or for any purpose other than as set out in this Agreement and only to the extent strictly necessary to perform its obligations under this Agreement and/or as required by law, except to the extent specifically requested to do otherwise by the Party who is the Responsible Party in respect of the Personal Information in question in writing; and/or
 - 10.2.2. cause the Party who is the Responsible Party in respect of the Personal Information in question to breach or contravene POPI.

- 10.3. Each Party agrees to notify the other in the event of non-compliance or breach of the provisions of POPI.
- 10.4. The Parties specifically record that all Personal Information shall constitute confidential information of the Party who is the Responsible Party in respect of the Personal Information in question.
- 10.5. Each Party shall ensure that all infrastructure, systems and operations which it uses to perform its obligations under this Agreement and/or the Joint Initiative, including all systems and infrastructure on Personal Information is Processed, shall at all times be at the standards required by law.
- 10.6. Neither Party shall transfer Personal Information received from the other Party outside of the Republic of South Africa without the prior written consent of the Party who is the Responsible Party insofar as the Personal Information in question is concerned.

11. INTELLECTUAL PROPERTY:

- 11.1. During the course of performing the Services, Independent Contractor and its directors, officers, employees, or other representatives may, independently or in conjunction with the Company, develop information, produce work product, or achieve other results for the Company in connection with the Services it performs for the Company.
- 11.2. Independent Contractor agrees that such information, work product, and other results, systems and information developed by Independent Contractor and/or the Company in connection with such Services (hereinafter referred to collectively as the "Work Product") shall remain the sole and exclusive property of the Company.
- 11.3. To the extent any Work Product is not deemed to be a work made for hire within the definition of the Copyright Act, Independent Contractor with effect from creation of any and all Work Product, hereby assigns, and agrees to assign, to the

Company all right, title and interest in and to such Work Product, including but not limited to copyright, all rights subsumed thereunder, and all other intellectual property rights, including all extensions and renewals thereof.

- 11.4. Independent Contractor also agrees to waive any and all moral rights relating to the Work Product, including but not limited to, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use, and subsequent modifications.
- 11.5. The Independent Contractor further agrees to provide all assistance reasonably requested by the Company, both during and subsequent to the Term of this Agreement, in the establishment, preservation and enforcement of the Company's rights in the Work Product.
- 11.6. Upon the termination of this Agreement, Independent Contractor agrees to deliver promptly to the Company all printed, electronic, audio-visual, and other tangible manifestations of the Work Product, including all originals and copies thereof.

12. NON-SOLICITATION & NON-CIRCUMVENTION:

- 12.1. During the term of this Agreement and for a 12 (twelve) month period after any termination of this Agreement, the Independent Contractor will not, without the prior written consent of the Company, either directly or indirectly, on the Independent Contractor's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by the SovTech Group (including all direct and indirect subsidiaries and affiliates of SovTech), or any SovTech Client (including all direct and indirect subsidiaries and affiliates of the Client).
- 12.2. The Independent Contractor will not in any way circumvent or attempt to circumvent the SovTech Group by directly or indirectly dealing with the Confidential Information of the SovTech Group in present or future transactions.

13. PROTECTION FROM UNLAWFUL COMPETITION:

- 13.1. The Independent Contractor by virtue of this Agreement shall continue to become possessed of and shall have access to information relating to the SovTech Group and its Clients , the conduct of its business, which information shall include but not be limited to:
- 13.1.1. Confidential Information;
 - 13.1.2. Intellectual Property; and
 - 13.1.3. Personal Information.
- 13.2. In order to protect the aforesaid information the Independent Contractor hereby undertakes and agrees that -
- 13.2.1. The Independent Contractor shall not directly or indirectly encourage or entice or incite or persuade or induce any SovTech Group Client (including all direct and indirect subsidiaries and affiliates of the Client) to take its business away from the SovTech Group, or cause or assist in causing any of the foregoing to take place or deal with any Client (including all direct and indirect subsidiaries and affiliates of the Client) of the SovTech Group in any way or directly or indirectly discourage or dissuade any such Client from maintaining its business with the SovTech Group, or cause or assist in causing any of the foregoing to take place; and
 - 13.2.2. The Independent Contractor shall not for a period of 1 (one) year after the termination of this Agreement seek employment or work as a contractor or as an employee directly or indirectly with any SovTech Group Client (including all direct and indirect subsidiaries and affiliates of the Client) or their partners.
- 13.3. These restraints shall be operative throughout the Republic of South Africa, and any other country within which the SovTech Group and SovTech Group's Clients (including all direct and indirect subsidiaries and affiliates of the Client) conducts business.

14. BREACH:

- 14.1. If the Independent Contractor breaches any of the provisions of this Agreement, the Company shall provide written notice to the Independent Contractor to remedy such breach. Should the Independent Contractor fail to remedy the breach within 7 (seven) days from receipt of such notice, the Company will be entitled to terminate this Agreement with immediate effect or to demand fulfilment by the Independent Contractor of all his obligations in terms of this Agreement, without prejudice to the Company's right to claim whatever damages may have been sustained as a result of the Independent Contractor's breach of this Agreement.
- 14.2. The aforementioned provisions are without prejudice to any other rights the Company may have in law, including the immediate termination of the Agreement without notice in the event of the Independent Contractor committing a material breach of this Agreement.

15. TERMINATION:

- 15.1. Should the Independent Contractor fail to perform in terms of its obligations under clause 6 of this Agreement, this Agreement may be terminated by SovTech by giving 1 (one) month's written notice of termination to the Independent Contractor.
- 15.2. Should SovTech's Client terminate the service agreement the Independent Contractor accepts and agrees that this Agreement may accordingly be terminated by SovTech by giving 1 (one) month's written notice of termination to the Independent Contractor. Notwithstanding the aforesaid, SovTech will first attempt to place the Independent Contractor on another project, should SovTech be unable to do so, this Agreement will be terminated with effect from the date of the Client's termination date.
- 15.3. Should SovTech's Client cancel the service agreement prior to the commencement of the contracted services, the cancellation by the Client before the commencement of the contracted services shall automatically render this Agreement null and void. Upon such cancellation, neither party shall have any further obligations or liabilities under this

Agreement, and both parties shall be released from any and all future performance, duties, or responsibilities arising out of this Agreement.

- 15.4. Should the Company fail to remedy any material breach within 30 (thirty) days after providing written notice to the Company of such breach, the Independent Contractor will be entitled to terminate this Agreement by giving no less than 1 (one) calendar month's written notice to the Company.
- 15.5. Should the Independent Contractor choose to terminate this Agreement, without reasonable cause and/or without following the prescribed procedures for complaints or grievances, the Independent Contractor will give 2 (two) calendar month's prior written notice to SovTech and will be liable for payment of an amount equal to 25% of the remaining value of the Agreement, to SovTech as an early exit fee for unilateral premature termination of this Agreement.
- 15.6. Any certificate issued under the signature of SovTech that purports to certify the amount due in terms of this clause shall be accepted as *prima facie* proof of such indebtedness and shall have sufficient probative value to enable the Employer to obtain judgement whether by default, summary judgement, provisional sentence or otherwise against the Independent Contractor in any competent Court for the amount stated in such certificate and the Independent Contractor accepts the onus of disproving the amount so stated as not being the amount owing.
- 15.7. The Independent Contractor hereby agrees that SovTech and its Clients are authorised, should it be necessary, to obtain the criminal record and credit report (or any other Screening Checks required) of the Independent Contractor. SovTech may terminate this Agreement with immediate effect should the criminal record or credit report reveal a conviction(s) related to the services performed or where the convictions(s) are contrary to a bona fide occupational requirement.

16. DURATION:

This Agreement shall commence on the date and year first above written and shall continue for a period as outlined in Annexure “B” unless earlier terminated in accordance with this Agreement. The Independent Contractor expressly acknowledges that he/she/it shall not be entitled to renew the Agreement or shall expect any renewal unless such renewal is in writing and agreed to at least 1 (one) month prior to the termination of this agreement or any renewal thereafter.

17. CESSION:

- 17.1. The Independent Contractor may not cede or delegate any of his rights and obligations in terms of this Agreement to any person without the prior written consent of the Company.
- 17.2. The Company may on written notice to the Independent Contractor cede and delegate its rights and obligations under this Agreement.

18. INDEMNIFICATION:

- 18.1. The Independent Contractor agrees to indemnify and hold harmless the Company and its officers, directors, employees and agents, from and against all claims, liabilities, losses, costs, damages, judgments, penalties, fines, attorneys' fees, court costs and other legal expenses, insurance deductibles and all other expenses arising out of or relating to, directly or indirectly, from:
 - 18.1.1. the negligent, grossly negligent, or intentional act or omission of Independent Contractor or its directors, officers, employees, agents or Independent Contractors;
 - 18.1.2. Independent Contractor 's failure to perform any of its obligations under this Agreement; and
 - 18.1.3. any act or omission of Independent Contractor in connection with the Work.
- 18.2. **Notification:** The Company will promptly notify the Independent Contractor of any claim for indemnification.

- 18.3. **Survival:** The Independent Contractor's obligations shall survive the termination or expiration of this Agreement.

19. GENERAL:

- 19.1. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements, representations and understandings of the parties, written or oral.
- 19.2. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- 19.3. **Amendments:** This Agreement may be amended only by written agreement of the parties.
- 19.4. **Notices:** All notices permitted or required under this Agreement shall be in writing and shall be delivered in person or mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.
- 19.5. **Assignment:** This Agreement shall not be assigned by either party without the consent of the other party.
- 19.6. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of South Africa, without regard to its conflict of laws rules.
- 19.7. **No Waiver of Rights:** A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

- 19.8. **Force Majeure:** Neither party will be deemed to be in breach of this Agreement, or be entitled to damages or credits pursuant to this Agreement, for any failure or delay in performance caused by reasons beyond its control, which may include but are not limited to an act of God, war, civil disturbance, court order, labour dispute, failures or fluctuations in power, heat, light, air conditioning or telecommunications equipment.

SECTION C: ACCEPTANCE

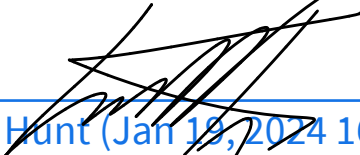
ACCEPTANCE OF AGREEMENT

The terms and conditions of this Agreement is agreed to and accepted by:

Independent Contractor's Details	
Name of Authorised Signatory:	Grant Wilson
ID Number:	9608165328080
Email Address:	sailorcatvr@gmail.com
Contact details:	0732735920
Place:	George
Date:	Jan 19, 2024
Signature:	 

Independent Contractor's Company Details	
Company name:	GFW Distributors Pty Ltd
Company Registration Number:	2014/200427/07
Email Address for Invoicing purposes:	sailorcatvr@gmail.com
Email Address for Notice purposes:	sailorcatvr@gmail.com

Contact details:	0732735920
VAT Number:	4590273118
Physical Address for Notice purposes:	11 Village Falls Oubaa Herolds Bay

SovTech's Details	
Name of Authorised Signatory:	Luke Hunt
Capacity:	SovTech Africa Director
Place:	SovTech HQ
Date:	Jan 19, 2024
Signature on Behalf of SovTech:	 Luke Hunt (Jan 19, 2024 16:01 GMT+2)

ANNEXURE A: SERVICE

PROJECT OUTCOME	
Capacity / Role	Senior Software Engineer
Place of Work	First floor, Woodstock Quarter, 187 sir Lowry Road, Woodstock.
Hours	08:30am-17:30pm 3 days in office
Terms	This agreement is subject to successful acceptance of the contractor at the Company's Client's sole discretion. Failing which would thus result in this Agreement being null and void. All services to be rendered by the subcontractor will be executed by the Independent Contractor.
Performance	Performance is measured in-line with the deliverables outlined by the assigned line manager in cooperation with the Independent Contractor.

ANNEXURE B: SERVICE FEES

FEES – PROJECT BASIS

CONTRACT FEES	
Hourly Rate (Maximum 160 hours per month):	R 469.00
Maximum Monthly Rate:	R 75 040
Agreement Start Date:	24.01.2024
Agreement End Date:	24.01.2025

_Grant Wilson-Independent Contractor Agreement

Final Audit Report

2024-01-19

Created:	2024-01-19
By:	Nadia Criticos (nadia.criticos@sovtech.com)
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Transaction ID:	CBJCHBCAABAAffls1Sk0V_Pkv_i_-7iq3u5DhinMjBn6

"_Grant Wilson-Independent Contractor Agreement" History



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Document emailed to Luke Hunt (luke@sovtech.com) for signature

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Document e-signed by Luke Hunt (luke@sovtech.com)

Signature Date: 2024-01-19 - 2:01:35 PM GMT - Time Source: server- IP address: 196.41.203.202



Document emailed to sailorcatvr@gmail.com for signature

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