

**MASTER SERVICES AGREEMENT****entered into between**

<b>Customer</b>	
Name	Fibertime Networks Proprietary Limited
Registration number	2021/997793/07
Contact Person	Ivan Small
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<b>Service Provider</b>	
Name	Velocity Fibre Proprietary Limited
Registration number	2025/238946/07
Contact Person	Reynard Wessels
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<b>Effective Date</b>	1 April 2025

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## 1. DEFINITIONS

Unless otherwise stated, or the context otherwise requires, the words and expressions listed below shall bear the meanings ascribed to them:

1.1. **"Affiliate"** in respect of a Party means:

- 1.1.1. the Party's holding company, the holding company(ies) of the Party's holding company (collectively "its holding companies"), its subsidiaries, and the subsidiaries of its holding companies; and
- 1.1.2. any other entities or persons, over which the Party has, direct or indirect, control; and
- 1.1.3. any other entities or persons, which have, direct or indirect, control over the Party,

and for the purpose of this definition **"Control"** shall include de facto control, the ability to substantially influence the affairs of another person, and joint control with other persons;

1.2. **"Agreement"** or **"MSA"** means this Master Services Agreement and all Service Schedules and annexures thereto;

1.3. **"Applicable Law(s)"** means the following, as amended from time to time, to the extent it applies to a Party, or the Services (including the performance, delivery, receipt or use of the Services, as applicable and wherever occurring):

- 1.3.1. any statute, regulation, notice, policy, directive, ruling or subordinate legislation (including treaties, multinational conventions and the like having the force of law);
- 1.3.2. the common law;
- 1.3.3. any binding court order, judgement or ruling;
- 1.3.4. any applicable industry code, policy or standard enforceable by law; or
- 1.3.5. any applicable direction, policy or order that is given by any regulator, competent authority or organ of state or industry body;

1.4. **"Area"** means the specific area in which the Service will be provided, as indicated in the Network Build Service Schedule;

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- 1.5. "**Best Practices**" means generally accepted practices and procedures utilised by the world's leading telecommunications and internet service provider companies providing services similar to the Services;
- 1.6. "**Business Day**" means any day other than a Saturday, Sunday or proclaimed public holiday in South Africa;
- 1.7. "**Completions Checklist**" means a completion checklist(s) (substantially in the form of Appendix B to the Network Build Service Schedule) signed by Customer to confirm that a particular Subarea(s) and the Dwelling Units forming part thereof are complete and of acceptable quality and standard, according to the Network Build Service Schedule, or as otherwise agreed to between the Parties, and that all snags identified, if any, have been rectified;
- 1.8. "**Connected Dwelling**" means a Dwelling Unit with a unique and legal municipal electricity meter, connected to the Customer Network through the Customer Device and for which a Completion Checklist has been issued by the Customer;
- 1.9. "**Customer Approved Supplier List**" means Customer's list of approved suppliers that must be used by the Service Provider, as more set out in Appendix C to the Network Build Service Schedule, as may be updated by Customer from time to time;
- 1.10. "**Customer's Code of Conduct for Service Providers**" means Customer's Code of Conduct that Service Provider must adhere to in providing the Services, as more fully set out in Appendix E to the Network Build Service Schedule, as may be updated by Customer from time to time;
- 1.11. "**Customer Data**" or "**Data**" means any data of the Customer, including all personal information (as defined in relevant Data Protection Laws) supplied to the Service Provider by the Customer or End Users, or processed on behalf of the Customer by the Service Provider;
- 1.12. "**Customer Equipment**" means the ONT Device and any other equipment, devices or stock provided by the Customer to the Service Provider to be used as part of the Services;
- 1.13. "**Customer Network**" means telecommunication and any other infrastructure, equipment and technologies that is used by the Customer to provide connectivity services, which includes the Fiber Network;

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- 1.14. "**Customer Specifications**" means Customer's build architecture / guidelines in accordance with which the Service Provider must provide the Services, as provided by Customer to Service Provider in writing;
- 1.15. "**Dwelling Unit**" means a structure or the part of a structure that is used for business purposes or as a home, residence or sleeping place by one person who maintains a household, or by two or more persons who maintain a common household;
- 1.16. "**Data Protection Laws**" means the data protection and privacy laws that apply to the Processing of personal information, including without limitation, the *Protection of Personal Information Act, 2013 ("POPIA")* and any other law which governs the protection of personal information in the jurisdiction where the Services are provided;
- 1.17. "**End User**" means the ultimate user of the Service/s, which may be the Customer itself for its own internal purposes;
- 1.18. "**Fees**" means the fees and charges payable by the Customer to the Service Provider hereunder as consideration for the Service Provider's provision of the Services, determined in accordance with the terms of this Agreement and specified in the applicable Service Schedule;
- 1.19. "**Fiber Network**" means the fiber network to be constructed by the Service Provider for the Customer as part of the Services and in accordance with Network Build Service Schedule;
- 1.20. "**Intellectual Property**" means all intellectual property rights of any kind whatsoever, including without limitation, patents, trademarks, service marks, design rights, trade names, present and future copyrights, trade secrets, network design, network architecture, know-how, processes, process methodology and all other identical or similar intellectual property rights or obligations, as may exist anywhere in the world, whether or not registrable or registered and any applications for registration of such intellectual property;
- 1.21. "**Losses**" means all losses, liabilities, damages and claims, and all related costs and expenses (including any and all reasonable legal fees and reasonable costs of investigation, litigation, settlement, judgment, appeal, interest and penalties);
- 1.22. "**Maintenance and Support Service Schedule**" means a Maintenance and Support Service Schedule entered into between the Parties from time to time;

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- 1.23. "**Network Build Service Schedule**" means a Network Build Service Schedule entered into between the Parties from time to time;
- 1.24. "**ONT Device**" means an optical network terminal, which is an optical network terminal with an integrated WiFi router, supplied by the Customer and which the Service Provider is to install at the End-User's Dwelling Unit;
- 1.25. "**Parties**" means the Customer and Service Provider and "**Party**" means any one of them as the context may indicate;
- 1.26. "**Project Schedule**" means the project schedule pertaining to the construction and deployment of a Fiber Network in respect of the Dwelling Units for a specific Area, including the Services commencement date and Services completion date as more fully set out in the Network Build Service Schedule;
- 1.27. "**Services**" means the services to be provided by the Service Provider from time to time in terms of this Agreement and any Service Schedule in force from time to time;
- 1.28. "**Service Levels**" means the qualitative and quantitative standards according to which the Services are to be provided as specified in each SLA;
- 1.29. "**Service Level Credit**" means a service level credit given pursuant to a Service Schedule, which, at the Customer's election, will be payable by the Service Provider for its failure to meet any Service Level;
- 1.30. "**Service Schedule**" means the service schedules executed by the Parties, specifying, amongst other things Services to be provided by the Service Provider to the Customer under and upon the terms and conditions of this Agreement, which can include a Network Build Service Schedule and/or a Maintenance and Support Service Schedule;
- 1.31. "**Service Schedule Effective Date**" means the date stipulated in a Service Schedule as being the date on which the Services stipulated in that Service Schedule are to become effective;
- 1.32. "**Service Schedule Term**" means the period stipulated in a Service Schedule as the period for which that Service Schedule is to endure, including any renewal period thereof, it being recorded that there may be a different term for each different category of Services which may be subject to an Service Schedule;
- 1.33. "**Signature Date**" means the date of signature of the Party last signing this Agreement;
- 1.34. "**SLA**" means a Service Level Agreement attached to a Service Schedule;

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- 1.35. "**SLA Representative**" means the individual representative of the Service Provider or the Customer, as the case may be, contemplated in each SLA and who is assigned the primary responsibility of managing a particular SLA; and
- 1.36. "**Subarea**" means a zone within an Area, as may be indicated by the Customer from time to time.
- 1.37. Unless a contrary intention appears:
  - 1.37.1. clause headings are for convenience and are not to be used in the interpretation of the Agreement in which such headings appear;
  - 1.37.2. any reference to an enactment is to that enactment as at the Signature Date and as amended or re-enacted thereafter from time to time;
  - 1.37.3. if any provision in a definition is a substantive provision conferring rights or imposing duties on a Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement, any annexure or any Service Schedule;
  - 1.37.4. when any number of days is prescribed, same shall be reckoned excluding the first and including the last day, unless the last day falls outside of a Business Day, in which case the last day shall be the next succeeding Business Day;
  - 1.37.5. an expression defined in this Agreement shall bear the same meaning in schedules or annexures to this Agreement which do not themselves contain a definition of that expression;
  - 1.37.6. where any expression is defined within the context of any particular clause in this Agreement, the expression so defined, unless it is clear from that clause that the expression so defined has limited application to that clause, shall bear the meaning ascribed to it for all purposes of this Agreement, notwithstanding that that expression has not been defined in this interpretation clause;
  - 1.37.7. the rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting or preparation of the Agreement, shall not apply;

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- 1.37.8. the expiration or termination of this Agreement shall not affect the provisions of this Agreement that 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;
- 1.37.9. a reference to an annexure or schedule is a reference to an annexure or schedule to this Agreement or a Service Schedule, as the case may be, as that annexure or schedule may be amended in terms of this Agreement from time to time;
- 1.37.10. the words "include", "includes", and "including" means "include without limitation", "includes without limitation", and "including without limitation". The use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it;
- 1.37.11. where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail; and
- 1.37.12. any reference in this Agreement to a Party shall include a reference to that Party's assigns and, if such Party is liquidated or sequestrated, be applicable also to and binding upon that Party's liquidator to the extent that they are expressly permitted under this Agreement.

## 2. APPOINTMENT

- 2.1. The Customer appoints the Service Provider, on a non-exclusive basis, to provide the Services to the Customer, subject to the provisions of this Agreement and otherwise in accordance with each Service Schedule as such Service Schedule applies from time to time.
- 2.2. The Customer shall be entitled to elect to enter into a separate Service Schedule for any one or more or all of the Services.

## 3. DURATION

- 3.1. This Agreement shall commence as of the Effective Date and shall endure indefinitely for so long as any Service Schedule remains in effect.
- 3.2. The termination or expiration of any part of, or the whole of, any Service Schedule shall not affect the continued existence of this Agreement or the remainder of that Service

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Schedule or of any other Service Schedule/s which have not been terminated or have not expired.

#### 4. SERVICE TERMS AND CONDITIONS

- 4.1. This Agreement contains general provisions for the provision of the Services. Specific provisions for the provision of the Services to the Customer are to be contained in each separate Service Schedule, as such Service Schedule applies to the Customer in question.
- 4.2. Except as otherwise expressly stipulated in this Agreement, the rights and duties of the Parties regarding the provision of Services shall be suspended during any period in which no Service Schedule is in effect.
- 4.3. The provisions of this Agreement apply to each and every Service Schedule issued under this Agreement unless specifically excluded in the applicable Service Schedule.
- 4.4. The specific Services to be provided by the Service Provider, particular exclusions from the Services, Service Levels, Service Level Credits, the Service Schedule Term and other related matters as well as other matters specific to the Services covered by that Service Schedule, shall be expressed in each Service Schedule and/or its annexures. Each Service Schedule shall incorporate by reference, and shall be subject to, the terms and conditions of this Agreement.
- 4.5. Except as otherwise expressly provided in this Agreement or a Service Schedule or as otherwise agreed by the Parties in writing from time to time, the Service Provider shall procure or otherwise provide, at its expense, all of the facilities, personnel, equipment, hardware, network facilities, software, services and other resources necessary to provide the Services and otherwise to perform its obligations in accordance with this Agreement, all of which shall be deemed included in the Fees.
- 4.6. The Service Provider shall be responsible for obtaining and maintaining all applicable licenses, authorizations, and permits which it is required to obtain and maintain in terms of Applicable Laws in each relevant jurisdiction in connection with the provision of the Services and to otherwise carry out its duties under each Service Schedule and shall have financial responsibility for, and shall pay, all fees and taxes associated with such licenses, authorizations, and permits.

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## 5. CONCLUSION OF SERVICE SCHEDULES

- 5.1. The Customer and the Service Provider may sign Service Schedules for each Subarea in which the Service Provider is to deliver the Services. This may include a Network Build Service Schedule and a Maintenance and Support Service Schedule. Nothing in this Agreement places any obligation on the Customer to enter into Service Schedules with the Service Provider for any specific Area, or at all.
- 5.2. The Network Build Service Schedule will contain, amongst others, the following information:
  - 5.2.1. a Project Schedule, including:
    - 5.2.1.1. the specific Subarea where the Services are to be rendered;
    - 5.2.1.2. the number of Dwelling Units to be connected in the Subarea;
    - 5.2.1.3. the date on which the Service Provider must commence with the Services in the Subarea;
    - 5.2.1.4. the date on or before which the Services must be completed in the Subarea;
    - 5.2.1.5. the penalty amount to be imposed for failure to meet the Service timelines;
    - 5.2.1.6. the Fees and payment terms that are to apply;
    - 5.2.1.7. whether or not a wayleave consent must be obtained by the Service Provider and furthermore a description of in whose name the wayleave consent is to be awarded to;
    - 5.2.1.8. the frequency of which build status updates are to be provided; and
    - 5.2.1.9. any specific conditions applicable to the Subarea;
  - 5.2.2. Completions Checklist;
  - 5.2.3. Customer's Approved Supplier List;
  - 5.2.4. Customer Specifications; and
  - 5.2.5. Customer's Code of Conduct for Service Providers.

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- 5.3. The Maintenance and Support Service Schedule will contain, amongst others, the following information:
  - 5.3.1. schedule of Service Provider's maintenance obligations;
  - 5.3.2. the Fees and payment terms that are to apply;
  - 5.3.3. SLA; and
  - 5.3.4. any specific conditions applicable to the Services in the Subarea.
- 5.4. The Service Provider shall commence with the Services on the commencement date as set out in the relevant Service Schedule and perform the Services strictly in accordance with the relevant Service Schedule and all Applicable Laws, or as otherwise agreed to in writing between the Parties.
- 5.5. It is agreed by the Service Provider that should it fail to meet the deadlines in rendering the Services, as specified in the Service Schedule, and such failure is not attributable to a *force majeure* event, it shall be liable for a penalty amount, the value of which shall be specified in the relevant Service Schedule.
- 5.6. Should the Service Provider not be able to comply with the conditions contained in any Service Schedule, the Service Provider will notify the Customer in writing and the Customer will be entitled to cancel a specific Service Schedule and appoint a third party Service Provider to complete the Services within the Subarea, alternatively, the Customer will attend to the completion of the Services.
- 5.7. The Service Provider undertakes, unless otherwise stipulated in the Service Schedule, to utilise approved suppliers and the Customer approved and specified materials and equipment (as indicated in the Customer Approved Supplier List) to render the Services.

## 6. COMPLETION CHECKLIST

- 6.1. The Parties shall meet and sign the Completion Checklist(s) from time to time as the Services progress.
- 6.2. Unless specified elsewhere in the Service Schedule, should the Services not have been performed in accordance with the relevant Network Build Service Schedule, the Customer shall provide the Service Provider with written notice to rectify any defects to ensure that the Services are in line with the Network Build Service Schedule within

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5 (five) days as soon as is practical after becoming aware of such defects. The Service Provider must rectify any defects within 10 (ten) days after receipt of such notice.

- 6.3. In the event that, notwithstanding the remedial period provided for in clause 6.2, the Service Provider fails to remedy the defective Services, the Customer shall be entitled to cancel the relevant Service Schedule(s) and appoint a third party Service Provider to complete the Services within the Subarea, alternatively, the Customer will attend to the completion of the Services.

## 7. INSPECTION OF THE SERVICES

Any authorised employee or agent of the Customer may at all reasonable times enter upon the relevant Subarea wherein the Services are being provided to inspect the Services in order to satisfy itself that the provisions of this Agreement are being properly observed and carried out.

## 8. CHANGE REQUESTS AND DEVIATIONS

- 8.1. The Service Provider shall advise the Customer in writing of any deviations from the Customer Specifications, or Project Schedule, or otherwise that might be necessary during the construction period. Such notice shall be given by the Service Provider as soon as is practical after becoming aware of such deviation, and after having considered any alternatives to such deviation. The Service Provider must be of the view that the deviation is necessary for the successful completion of the construction of the Fiber Network.
- 8.2. On receipt of the notice referred to in clause 8.1 above, the Customer shall consider such deviations and approve or reject the deviations in its sole discretion.
- 8.3. The Parties agree that any written request for any deviations or changes to be made to the Network Build Service Schedule (**"Change Request"**) will be done in accordance with the Change Request procedures set out in Annexure A hereof.

## 9. PAYMENT AND INVOICING

- 9.1. As consideration for rendering the Services, the Customer will pay the Service Provider the amounts specified in the relevant Service Schedule.
- 9.2. Unless otherwise specified, all Fees and expenses set out in this Agreement are exclusive of VAT. Other than for VAT, all Fees payable to the Service Provider hereunder shall be inclusive of all taxes imposed by any domestic or foreign taxing authority in respect of the provision of the Services and all other items provided to the

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Customer hereunder including any export and import taxes, sales, use, excise, services, consumption, access or other tax.

- 9.3. All validly rendered invoices delivered to the Customer shall be due and payable 14 (fourteen) days from date of statement, provided that the Services referred to therein have been rendered in accordance with Service Schedules.
- 9.4. The Customer shall be entitled to deduct any Service Level Credit due from any amount due.
- 9.5. The Customer may withhold any amounts that it disputes in good faith, provided that such dispute shall automatically be referred to dispute resolution in terms of clause 25. The failure of the Customer to pay a disputed invoice, or to pay the disputed line item of an invoice, shall not constitute a breach or default by the Customer. All of the Service Provider's obligations under this Agreement shall continue to apply during the dispute resolution process. If the Customer disputes in good faith any particular line item of an invoice, the Customer shall pay the amount respect of the remaining undisputed line items of such invoice when due to the Service Provider. Upon resolution of the dispute, the Customer shall pay to the Service Provider such portion, if any, of the disputed amount determined to be owing to the Service Provider. The balance of the disputed amount, if any, shall be retained by the Customer.

## 10. CUSTOMER EQUIPMENT

- 10.1. The Service Provider shall use Customer Equipment as required by the Customer for purposes of providing the Services. Customer Equipment will be issued to the Service Provider in accordance with the Customer's stock requisition process.
- 10.2. Ownership in and to the Customer Network, Fiber Network and the Customer Equipment shall at all times remain the property of the Customer.
- 10.3. The Service Provider shall maintain adequate insurance, including transit insurance, to cover any Losses to the Fiber Network and the Customer Equipment in the possession of the Service Provider, as more fully described in clause 17 below.
- 10.4. Once in possession of the Service Provider, or its agents or contractors, the Service Provider shall be liable for any Losses relating to the Customer Equipment. The Service Provider will provide the Customer with weekly stock reports on issued Customer Equipment.

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10.5. Any and all benefit from the Fiber Network and all related infrastructure shall remain the Customer's property throughout the duration of the Agreement.

## 11. **UNDERTAKINGS BY THE SERVICE PROVIDER**

11.1. In executing its duties and discharging its obligations in terms of this Agreement, the Service Provider undertakes that:

- 11.1.1. it shall, at the request of the Customer, furnish the Customer a copy of its own health, safety and environmental plan, policy and procedures pertaining to occupational health and safety, and amend such policy if the Customer can reasonably demonstrate that the plan, policy and/or procedures are incomplete or inadequate;
- 11.1.2. it shall ensure that no person brings intoxicating drugs or liquor onto sites, and that no person is allowed onto sites or to perform any work at sites while under the influence of intoxicating drugs or liquor;
- 11.1.3. shall ensure that all persons carrying out electrical and other specialized work at sites are properly qualified to do so; and
- 11.1.4. it shall supply all personal protective equipment and clothing, and other safety measures and equipment (including safety harness and fall protection equipment) as may be necessary in the circumstances (or as may be requested by the Customer from time to time) in order to protect workers while they are on sites.

## 12. **WARRANTIES PROVIDED BY THE SERVICE PROVIDER**

12.1. The Service Provider warrants that:

- 12.1.1. it, its sub-contractors, and their respective employees have, and at all times throughout the duration of this Agreement will have, the skills, qualifications, expertise, experience and resources necessary to provide and manage the Services in an efficient and cost-efficient manner with the highest degree of quality and responsiveness in accordance with Best Practices;
- 12.1.2. the Services provided and the Fiber Network constructed pursuant thereto shall comply with the conditions of any provided wayleave approval, the Customer Specifications, the Network Build Service Schedule, the Project

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- Schedule and design, as well as, the relevant terms of this Agreement, unless otherwise agreed to in writing between the Parties;
- 12.1.3. it shall ensure material compliance with all Applicable Laws, including but not limited to environmental laws, health and safety laws, consumer protection laws and the Electronic Communications Act, 2005; and
  - 12.1.4. it and its contractors shall in all respects and at all times comply with the provisions of the Occupational Health and Safety Act, 1993 ("OH&S Act") and the Compensation for Occupational Injury and Diseases Act, 1993 ("COID Act");
  - 12.1.5. all equipment, tools and materials brought onto sites for use by contractors are in good working order and that they meet the requirements contemplated in the OH&S Act;
  - 12.1.6. the quality of the Services and the Fiber Network constructed pursuant thereto will remain the same for a period of at least 2 (two) years;
  - 12.1.7. the Fiber Network shall be maintained in accordance with the requirements of the Maintenance and Support Service Schedule;
  - 12.1.8. it has and shall inform the Customer of any known third-party risks relevant to the Fiber Network;
  - 12.1.9. all products and material that the Service Provider used to render the Services, shall have manufacturer warranties;
  - 12.1.10. all product warranties are freely transferable to the Customer and do not require any consent from the relevant supplier or manufacturer thereof to effect such transfer;
  - 12.1.11. the 'as built' plans submitted to the Customer are a true and accurate reflection of the Fiber Network and other Services rendered by it;
  - 12.1.12. no liability shall arise as a consequence of the use or supply, by the Service Provider, of any materials or products in the rendering of the Services for any particular Subarea; and
  - 12.1.13. the Service Provider and all of its employees rendering the Services have the required skill and expertise to do so; and

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- 12.1.14. Customer Equipment will be safeguarded and installed in accordance with Best Practice;
- 12.2. Each warranty given by the Service Provider in terms of this clause 12 is given as at the Signature Date and every Services completion date and all periods between those dates.
- 12.3. Each of the representations and warranties given by the Parties in terms of this clause shall:
  - 12.3.1. be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in this Agreement;
  - 12.3.2. continue and remain in force notwithstanding the completion of any or all the transactions contemplated in this Agreement; and
  - 12.3.3. *prima facie* be deemed to be material and to be a material representation inducing the Customer to enter into this Agreement.

### 13. **WARRANTIES PROVIDED BY BOTH PARTIES**

- 13.1. Each Party hereby warrants to and in favour of the other that:
  - 13.1.1. it has full power and authority to execute and enter into this Agreement and to perform its obligations under this Agreement and all corporate acts and other proceedings required to be taken by or on behalf of such Party in order to execute this Agreement and the transactions contemplated herein; and
  - 13.1.2. the natural person who signs and executes this Agreement on its behalf is validly and duly authorised to do so.
- 13.2. Each of the representations and warranties given by the Parties in terms of clause 13.1 shall:
  - 13.2.1. be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in this Agreement;
  - 13.2.2. continue and remain in force notwithstanding the completion of any or all the transactions contemplated in this Agreement; and

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13.2.3. *prima facie* be deemed to be material and to be a material representation inducing the other Party to enter into this Agreement.

#### **14. INDEMNITIES PROVIDED BY THE SERVICE PROVIDER**

14.1. Without prejudice to any rights of the Customer arising from any other provision of this Agreement, and in addition to the indemnities given by the Service Provider anywhere else in this Agreement, the Service Provider hereby agrees to indemnify and hold the Customer harmless from and against the entirety of any Losses which the Customer may suffer arising out of:

14.1.1. a failure of any of the warranties and/or undertakings contained in this Agreement to be true and correct;

14.1.2. any breach or non-compliance by the Service Provider with any of its obligations contained in this Agreement;

14.1.3. all liabilities and obligations of the Service Provider relating to its employees, contractors, or suppliers for any reason whatsoever;

14.1.4. any liability of the Service Provider for tax arising in relation to the rendering of the Services;

14.1.5. any environmental or health and safety liability resulting from the failure of the Service Provider to comply with the Applicable Laws; and/or

14.1.6. any claims or Losses arising from a third-party claim in relation to the rendering of the Services and/or construction of the Fiber Network.

14.2. Pursuant to the terms of this clause 14, in the event of the Customer being held liable for any Losses to which the warranties relate, the Service Provider will forthwith upon such amount being determined, pay an amount equal to such Losses.

14.3. The indemnification provisions contained in this clause 14 are in addition to, and do not in any way derogate from, any statutory or common law remedy the Customer may have for breach of this Agreement.

#### **15. LIMITATION OF LIABILITY**

15.1. Subject to clause 15.2, any and all liabilities relating to the rendering of the Services and/or the construction and deployment of the Fiber Network which arise due to the following:

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- 15.1.1. defective material having been utilised when rendering the Services and/or during the deployment of the Fiber Network;
- 15.1.2. defects arising due to poor workmanship skill utilised in the rendering of the Services and/or the deployment of the Fiber Network, which falls short of the requirements set out in the Network Build Service Schedule;
- 15.1.3. defective performance of the Fiber Network, which falls short of the quality and performance standards stipulated in the Customer Specifications or as otherwise agreed upon by the Parties in writing; and/or
- 15.1.4. failure to comply with any consents or permission condition, directive or any other form of legal requirement or mandate applicable in relation to the deployment and/or operation of the Fiber Network or the rendering of the Services (including but not limited to wayleave consents) as applicable on the commencement date stipulated in the Service Schedule,

shall be retained by the Service Provider, for its own account, for a period of 12 (twelve) calendar months, calculated from the date on which the Completion Checklist is issued.

- 15.2. Except as stated in clause 15.1, neither Party shall be liable to the other Party for any indirect, consequential or special damages, unless a Party's actions amount to gross negligence and/or willful misconduct.

## 16. END USERS

- 16.1. All End Users will be the customers of the Customer.
- 16.2. The Service Provider shall not compete with the Customer and shall not use any information or Data of End Users (or Customer Data) in any way whatsoever, other than provided for in this Agreement.

## 17. INSURANCE

- 17.1. The Service Provider shall ensure that it is adequately insured on normal and customary terms against:
  - 17.1.1. loss or damage to Customer Equipment in its possession; and
  - 17.1.2. the risks which may arise or be occasioned by the Services to be carried out;

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and in particular, shall ensure that such insurance includes professional indemnity insurance in respect of *inter alia* damage and public liability, the South African Special Risk Insurance Association (SASRIA) and "Supplier All Works".

- 17.2. The Service Provider shall ensure that it and all its sub-contractors are and remain adequately and validly insured in terms of the COID Act and shall deliver proof to that effect to the Customer if and when required to do so. In addition, the Service Provider shall, if and when required to do so, furnish to the Customer a copy of a certificate of good standing issued by the Compensation Commissioner appointed in terms of the COID Act.
- 17.3. The Service Provider is liable to report and to repair, at the Service Provider's cost, any damages caused to any third party's property and/or any third-party infrastructure while performing the Services and consequently indemnifies and holds the Customer harmless in respect of any claims that may arise from such damage caused.
- 17.4. The Service Provider shall allow the Customer to inspect such policy or policies of insurance and shall provide copies of same prior to the commencement of any Services and, thereafter, at the Customer's request together with copies of renewals and evidence that all premiums due have been paid. However, neither inspection nor receipt of such copies shall constitute acceptance by Customer of the terms thereof or waiver of the Service Provider's responsibility hereunder.

## 18. FORCE MAJEURE

- 18.1. Should a Party be prevented from fulfilling any of its obligations in terms of this Agreement (the "**Affected Party**") as a result of or in the event of *force majeure*, then:
  - 18.1.1. their obligations in terms of this Agreement shall be deemed to have been suspended to the extent that and for so long as the Affected Party is so prevented from fulfilling them and the corresponding obligations of the other Party (the "**Unaffected Party**") shall be suspended to the corresponding extent;
  - 18.1.2. the Affected Party shall promptly notify the Unaffected Party in writing of such event of *force majeure* and such notice shall include an estimation of the approximate period for which the suspension in terms of clause 18.1.1 will endure. Such estimate shall not be binding on the Affected Party; and
  - 18.1.3. the duration of this Agreement as well as each period within which and each date by which any obligation is required to be performed in terms of

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this Agreement shall be extended or postponed, as the case may be, by the period of suspension in terms of clause 18.1.2.

- 18.2. Should the Affected Party partially or completely cease to be prevented from fulfilling its obligations by the event of *force majeure*, the Affected Party shall immediately give written notice to the Unaffected Party of such cessation and the Affected Party shall, as soon as possible and where possible, fulfil its obligations which were previously suspended, provided that in the event and to the extent that fulfilment is no longer possible or the other Party has given written notice that it no longer requires such fulfilment, the Affected Party shall not be obliged to fulfil its suspended obligations and the Unaffected Party shall not be obliged to fulfil its corresponding obligations.
- 18.3. Should an event of *force majeure* continue for more than 30 (thirty) days after the date of the notice referred to in clause 18.1.2 and notice of cessation in terms of clause 18.2 has not been given, then the Unaffected Party shall be entitled (but not obliged) to terminate this Agreement by giving not less than 10 (ten) days' written notice to the Affected Party to that effect, provided that any such notice of termination should be deemed not to have been given if a notice of cessation in terms clause 18.2 is received by the Unaffected Party prior to the expiry of such 10 (ten) day period.

## 19. INTELLECTUAL PROPERTY

- 19.1. All existing Intellectual Property of a Party shall remain vested in such Party.
- 19.2. Subject to clause 19.1 and unless the Parties agree otherwise in writing, the Parties agree that all the rights to any Intellectual Property developed in the course of performing the Services shall belong to the Customer.
- 19.3. The Service Provider hereby assigns, transfers and makes over to the Customer, in any country of the world, all of its rights, title and interest in and to any Intellectual Property developed as contemplated in clause 19.2, together with any improvements, additions or modifications, free from any third party lien, charge or other encumbrance. No consideration shall be paid or payable by the Customer for the Intellectual Property so assigned, transferred or made over.
- 19.4. The Service Provider shall sign all documentation and do any and all things necessary to give effect to the provisions of clause 19.3.
- 19.5. The Service Provider shall, on demand and without charge, deliver all items (including documents, computer software and/or samples) together with all copies reflecting and/or embodying intellectual property developed and contemplated in clause 19.2.

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## 20. CUSTOMER DATA

- 20.1. The Customer shall permit the Service Provider to have access to the Customer Data solely to the extent that the Service Provider requires access to such data to provide the Services in accordance with the terms of this Agreement.
- 20.2. Prior to performing any Services, the Service Provider and its employees, agents and sub-contractors who may have access to the Customer Data shall execute agreements and forms concerning access protection and data/software security consistent with the terms and conditions of this Agreement.
- 20.3. The Service Provider, its employees, agents and sub-contractors shall comply with all policies and procedures of the Customer regarding data access, privacy and security, including those prohibiting or restricting remote access to the Customer systems and the Customer Data.
- 20.4. The Service Provider may only access and process the Customer Data in connection herewith or as directed by the Customer in writing and may not otherwise modify the Customer Data, merge it with other data, commercially exploit it or engage in any other practice or activity that may in any manner adversely affect the integrity, security or confidentiality of such Data, other than as specifically permitted herein or as directed by the Customer in writing.
- 20.5. The Service Provider understands and agrees that the Customer owns all right, title and interest in and to the Customer Data and in and to any modification, compilation or derivative works therefrom (collectively, "**Data and Modified Data**"), and also owns all Intellectual Property, and other proprietary rights in and to the Data and Modified Data.
- 20.6. The Parties specifically record that all Customer Data provided by the Customer to the Service Provider, or to which the Service Provider may be exposed, shall constitute Confidential Information.

## 21. PERSONAL INFORMATION

- 21.1. Without limiting the generality of any other provisions contained in this Agreement dealing with data generally and the Customer Data, more specifically, the following provisions apply specifically with regard to all personal information which is processed by the Service Provider:

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- 21.1.1. the Service Provider acknowledges that in providing the Services, it will have access to personal information relating to the data subjects including in regard to content which is carried across the Customer's Network. Accordingly, the Service Provider agrees that it shall only process personal information disclosed to it by the Customer or which it has access to as part of the Services to the extent necessary to perform its obligations under this Agreement and shall treat the personal information as strictly confidential;
- 21.1.2. the Service Provider shall only process the personal information of data subjects in accordance with any Data Protection Laws and for a specific, lawful purpose strictly in accordance with the Customer's express written instructions and shall not carry out any related or further processing activities for any other reason whatsoever (including any related processing functions or processing which would otherwise be a normal extension of the processing which the Service Provider is entitled to undertake) without the express written consent of the Customer;
- 21.1.3. the Service Provider shall promptly return or destroy any personal information in the possession or control of the Service Provider, at the request of and on written instruction from the Customer (including in circumstances where a data subject has requested the Customer to delete all instances of their personal information) in accordance with any specific retention, destruction and purging requirements as may be reasonably prescribed by the Customer. The Service Provider shall be required to provide the Customer with written confirmation that the destruction request has been fully complied with within 5 (five) days of the instruction having been provided to the Service Provider;
- 21.1.4. the Service Provider shall ensure that no personal information is transferred or processed outside of the borders of the Republic of South Africa unless the Customer provides its prior written consent thereto. Even in circumstances where the Customer has consented to any such cross-border transfer, the Service Provider agrees to comply strictly with the Customer's express written instructions for such cross-border transfers;
- 21.1.5. the Service Provider shall notify the Customer as soon as possible after the Service Provider becomes aware of or suspects any loss, unauthorised access or unlawful use of any personal information within its possession or control and shall:

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- 21.1.5.1. at its own cost, take all necessary remedial steps to mitigate the extent of the loss or compromise of such personal information and to restore the integrity of the affected information systems as quickly as is possible;
  - 21.1.5.2. provide the Customer with details of the data subjects who are affected by the compromise and the nature and extent of the compromise, including details of the identity of the unauthorised person who may have accessed or acquired such personal information; and
  - 21.1.5.3. provide the Customer with regular reports on its progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved to the Customer's satisfaction; and
- 21.1.6. in the event that the Service Provider is required to disclose any personal information, as required by law, regulation or court order or to comply with an obligation imposed by law on the Customer, the Service Provider will advise the Customer thereof prior to any such disclosure and will take such steps to limit the extent of the disclosure to the extent that it lawfully and reasonably practically can and will afford the Customer a reasonable opportunity, if possible and permitted, to intervene in the proceedings.

## 22. SERVICE PROVIDER EMPLOYEES

The Service Provider's employees are not or shall not be deemed to be an employee of the Customer. The Service Provider and any of its sub-Service Provider/s, shall be responsible for their own employees assigned to provide Services under this Agreement, including that the Service Provider shall be required to comply with and/or ensure compliance with all Applicable Laws, including in relation to employment and tax laws as they relate to and apply in respect of its employees and in respect of the employees of the sub-contractors.

## 23. TERMINATION

23.1. For the purposes of this clause and elsewhere in this Agreement, "**Service Provider Event of Default**" means any of the following in relation to the Service Provider:

- 23.1.1. an act which is or would, if committed by a natural person, be an act of insolvency within the meaning of section 8 of the Insolvency Act, 1936 or the existence of circumstances which would allow for the winding up of the

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Service Provider in terms of section 81 of the Companies Act, 2008 as the case may be or any re-enactment or replacement of such section/s;

- 23.1.2. allowing a judgment in excess of R1,000,000 (one million Rands) against it to remain unsatisfied for a period of 14 (fourteen) days after it becomes aware thereof, unless the judgment is the subject of a duly noted and timeously and diligently prosecuted appeal or application;
- 23.1.3. carrying out any compromise, scheme of arrangement or composition by the Service Provider with any or all of its creditors;
- 23.1.4. an order placing the Service Provider under judicial management or for its final or provisional liquidation is granted or the proposing of any resolution for voluntary winding-up or placement of the Service Provider in business rescue, whether provisionally or finally;
- 23.1.5. ceasing (or circumstances exist where there is a reasonable prospect of cessation of) the Service Provider's normal line of business;
- 23.1.6. the Service Provider's disposal of all or a material portion of its undertaking or assets;
- 23.1.7. disclosing any Confidential Information contrary to the provisions of this Agreement;
- 23.1.8. there is a change in Control of Service Provider;
- 23.1.9. a breach of any provision of this Agreement which does not constitute a breach of a material term of this Agreement, which breach or failure is not remedied within 14 (fourteen) days (or such longer period as may at the time be agreed upon in writing by the Parties) of written notice requiring the breach to be remedied;
- 23.1.10. a breach of any material term of this Agreement, including, without limitation, a failure to achieve the required Service Level in terms of any Service Schedule for any particular critical service, which is not remedied within 48 (forty eight) hours of receipt of written notice requiring it to do so, or if it is not reasonably possible to remedy the breach within 48 (forty eight) hours, within such further period as may be reasonably necessary in the circumstances;

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- 23.1.11. the Service Provider consistently breaches this Agreement in a manner which reflects failure, whether through unwillingness, inability or otherwise, to diligently, properly and timeously perform its duties in terms of this Agreement (including, without limitation, a consistent failure to achieve the required Service Levels); or
  - 23.1.12. circumstances which constitute any "Service Level Termination Event" as may be defined in any Service Schedule.
- 23.2. If a Service Provider Event of Default occurs, the Customer may, without prejudice to any of its other rights in terms of this Agreement or in law, including the right to claim damages, terminate this Agreement and/or one or more Service Schedule to which the Service Provider Event of Default relates on written notice which, at the Customer's election, may take effect immediately on receipt of the notice by the Service Provider, or within such further period as the Customer provides for in the termination notice.
  - 23.3. If this Agreement is terminated by the Customer in accordance with this clause 23, all Service Schedules shall automatically terminate simultaneously therewith. If any Service Schedule is terminated in terms hereof, such termination shall not affect the continued existence and enforceability of the remainder of this Agreement or any other Service Schedule not terminated by the Customer.
  - 23.4. Notwithstanding the provisions above, the Customer may terminate this Agreement at any time by providing the Service Provider with 3 (three) months' written notice of such intention to terminate.
  - 23.5. In addition to the Customer's rights of termination detailed above, the Customer may terminate this Agreement and/or any Service Schedule or part thereof, to the extent that:
    - 23.5.1. Applicable Laws, as they may be changed, enacted or repealed, prevent the Service Provider from performing its obligations under this Agreement and/or any Service Schedule; or
    - 23.5.2. the Customer, in its sole discretion decides to stop providing services in a Subarea or in general.
  - 23.6. The Customer shall have no liability for any termination pursuant to this clause. Any termination of the Agreement shall result in the automatic termination of all Service Schedules simultaneously therewith.

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23.7. Upon termination of this Agreement the Service Provider shall forthwith and without prejudice to any other rights which the Customer may have immediately return all records, papers, materials, media and other property of the Customer which is in the Service Provider's possession.

24. **CONFIDENTIALITY**

24.1. For the purposes of this clause 24, "**Confidential Information**" shall mean all information of a confidential nature, disclosed (whether in writing, orally or by any other means and whether directly or indirectly) by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") whether before or after the Signature Date, including, without limitation, any information relating to this Agreement, information relating to the Disclosing Party's business operations, plans or intentions, know-how or technologies, trade secrets, market opportunities, network designs, network architecture, business affairs and pricing, Customer Data and Intellectual Property rights.

24.2. The Parties agree that the terms of this Agreement and all Confidential Information of the Parties, communicated in connection with this Agreement, will be received in strict confidence and be used only for the purposes of this Agreement.

24.3. Each Party will use the same means as it uses to protect its own Confidential Information, but in no event less than reasonable means, to prevent the disclosure and to protect the confidentiality of such information.

24.4. This clause 24 shall not prevent the Parties from disclosing such Confidential Information to their shareholders, officers, directors, employees, consultants and professional advisers who:

24.4.1. have a need to know (and then only to the extent that each such person has a need to know);

24.4.2. are aware that such information should be kept confidential;

24.4.3. are aware of the Receiving Party's undertaking in relation to such information in terms of this Agreement; and

24.4.4. have been directed by the Receiving Party to keep such information confidential and have undertaken to keep the information confidential.

24.5. These provisions do not apply to information which is:

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- 24.5.1. publicly known or becomes publicly known through no unauthorised act of the Receiving Party;
  - 24.5.2. rightfully received by the Receiving Party from a third party;
  - 24.5.3. independently developed by the Receiving Party without use of the Disclosing Party's information;
  - 24.5.4. disclosed by the Disclosing Party to a third party without similar restrictions;
  - 24.5.5. required to be disclosed pursuant to a sale transaction being entered into by the Receiving Party, or to a requirement of a governmental entity or any Applicable Law, so long as the Receiving Party gives the Disclosing Party prior notice of such disclosure; or
  - 24.5.6. publicly disclosed with the Disclosing Party's written consent.
- 24.6. All media releases, public announcements and public disclosures by any Party, their respective employees or agents relating to this Agreement or its subject matter, including without limitation promotional marketing material, shall be co-ordinated with and approved by the Parties prior to the release thereof. The foregoing will not apply to any disclosure required by legal, accounting or regulatory requirements to which a Party is subject to.

## 25. DISPUTE RESOLUTION

- 25.1. The Parties agree that the terms of this Agreement shall be performed in the spirit of mutual co-operation, trust and confidence. The Parties further agree to use their best efforts and endeavours to resolve, through mutual consultation, without involving any third party or parties, any dispute which may arise under, out of, or in connection with or in relation to this Agreement. If, following such mutual consultation the dispute still remains outstanding after a period of 10 (ten) Business Days, the dispute shall be handled in accordance with clause 25.2.
- 25.2. Any dispute or difference arising out of or relating to this Agreement, its termination or cancellation, shall be referred to arbitration and finally resolved in accordance with the rules of AFSA. Such arbitration shall be held in Cape Town, and conducted in the English language before one arbitrator appointed in accordance with the said rules. Any award will be final and not subject to appeal. This agreement to arbitrate shall be enforceable in, and judgement upon any award may be entered in any court of any

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country having appropriate jurisdiction. A dispute shall be deemed to have arisen when either Party notifies the other Party in writing to that effect.

- 25.3. The provisions of this clause shall not prevent either Party from approaching any court or other judicial forum in any country having appropriate jurisdiction to obtain timely interim or urgent relief or for judgment in relation to a liquidated claim.
- 25.4. The Agreement will be governed by and construed in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law.
- 25.5. Subject to clause 25.2 and insofar as required, the Parties submit to the exclusive jurisdiction of the Western Cape High Court (or its successor), to the extent necessary, and waive their rights to claim that same is an inconvenient forum for any reason.

## 26. DOMICILIUM CITANDI ET EXECUTANDI

- 26.1. For all purposes of this Agreement and for all matters arising here from, including but not limited to giving notice, delivering formal correspondence and service of any legal process, the parties choose their respective addresses ("Domicilium Address") as the addresses set forth on the cover page of this Agreement.
- 26.2. A party may change its email address to any other email address and/or its Domicilium Address to any other address within the Republic of South Africa that is not a post office box or forwarding address, by giving notice in writing to the other party ("Addressee") to take effect 5 (five) Business Days after receipt thereof by the Addressee.
- 26.3. Any notice must be given in writing and must either be transmitted by e-mail or delivered by hand to the Domicilium Address of the Addressee. "Writing" shall mean legible writing in English and signed by the sending party, which method of signature shall include by means of any form of electronic communication, but shall exclude by means of electronic signature (being the symbols or other data, in digital form, attached to an email message that is used to identify the person transmitting the email message).
- 26.4. Unless the contrary is proven, a notice or process delivered to a party's Domicilium Address will be deemed to have been duly received:
  - 26.4.1. on the first Business Day following the date of delivery, if delivered by hand to a responsible person at the Addressee's Domicilium Address. It will not

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be necessary to hand such process or notice to any party or such party's nominated representative personally; or

- 26.4.2. on the first Business Day following the date of successful transmission, if transmitted by e-mail, provided that if such transmission is delayed for any reason, receipt shall be deemed to have occurred on the first Business Day following the actual date of electronic transmission thereof.
- 26.5. The provisions of clause 26.1 shall not operate so as to invalidate the giving or receipt of any written notice which is actually received by the Addressee other than by a method stipulated therein.

## 27. GENERAL

- 27.1. The Customer shall be entitled to assign or otherwise transfer the any of its rights and obligations, nor cede any of its rights, nor delegate any of its obligations, under this Agreement to its Affiliates or any other third party upon written notice to the Service Provider. The Service Provider shall not be entitled to assign any of its rights and obligations, nor cede any of its rights, nor delegate any of its obligations, under this Agreement without the express prior written consent of the Customer.
- 27.2. This Agreement shall in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) be governed by the laws of the Republic of South Africa.
- 27.3. The Parties agree that in the event of a conflict between the terms contained in this Agreement and the terms contained in the Service Schedule, the terms of the Service Schedule shall take preference.
- 27.4. This Agreement constitutes the sole record of the agreement between the Parties with regard to the subject matter hereof and supersedes any other discussions, agreements or understandings. To the extent permissible by law, no Party shall be bound by any express, implied or tacit term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- 27.5. Save as expressly detailed in this Agreement, 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

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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.

- 27.6. No extension of time, relaxation or indulgence which any Party may grant to the other Party shall constitute a waiver of the rights of that Party and shall not preclude that Party from exercising any rights which may have arisen in the past or which might arise in future.
- 27.7. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.
- 27.8. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed to constitute the same Agreement.
- 27.9. The Service Provider waives in favour of the Customer any lien or right of retention that is or may be held by it in respect of any of the Services rendered, including but not limited to the Fiber Network.
- 27.10. Each Party shall be responsible for its own costs in relation to the preparation and negotiation of this Agreement.
- 27.11. No part of this Agreement shall constitute a *stipulation alteri* in favour of any person who is not a Party to this Agreement, unless the provision in question expressly provides that it does constitute a *stipulation alteri*.
- 27.12. The Parties to this Agreement undertake to observe the utmost good faith and confidentiality to each other and their affairs, to give effect to the intent and purpose of this Agreement, and to refrain from doing anything that may prejudice or detract from the rights or interests of any Party hereto.

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**CUSTOMER**

Signed by:  
  
Matthew Campbell  
NQDD79R2FC104DR

Signature: \_\_\_\_\_  
who warrants that he is duly authorised thereto

Name: Matthew Campbell  
Date: 25 March 2025  
Place: Stellenbosch

**SERVICE PROVIDER**

DocuSigned by:  
  
Reynard Wessels  
A510B9E0EC2645E...

Signature: \_\_\_\_\_  
who warrants that he is duly authorised thereto  
Reynard wessels

Name: 3/26/2025  
Date: Port Elizabeth  
Place: \_\_\_\_\_

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**ANNEXURE A - CHANGE REQUEST**

Project Details	
<b>Project Name:</b> <i>[Enter the project name and reference ID]</i>	
<b>Request #:</b> <i>[Unique identifier for this change]</i>	<b>Date of Request:</b> <i>[Enter date of this change request]</i>
<b>Requested By:</b> <i>[Person requesting the change]</i>	
Request Description:	
<i>[Describe the change being requested. Be as specific as possible. If appropriate include technical details, diagrams, and a 'before and after' description. Include the reference IDs of impacted product descriptions.]</i>	
Reasons for this Change Request:	
<i>[Describe the reasons and purpose of this request (what is the business or technical driver). Explain the impact of the change request on the <u>business case</u>, for example the change may be required to manage a <u>risk</u> that if realized could prevent the project realizing a key business <u>benefit</u>]</i>	

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### Options considered to implement the change:

*[Document the options that have been considered and reviewed by the team]*

### Impact of each option (cost, scope, schedule, quality):

*[For each option, explain the impact on cost, scope, schedule and quality]*

### Chosen solution:

*[Explain which option has been chosen and why]*

### Approval Signature(s) and Date(s):

*[List the Change Request approvers including name, job title, signature and date. Typically the change approvers will include the change manager, project sponsor, project manager and the risk manager]*

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