

INDEPENDENT CONTRACTOR AGREEMENT

between

Terra Analytics (Pty) Ltd (the "Company")
(2019/432645/07)

*5-6 Signal Road,
Point bay Durban,
South Africa, 4001*

*Contact Number: (031) 833 1500
HC@terra.group*

and

**Name: QUICKSYSTEM(PTY)LTD
(Amit Sinha)
(the "Contractor")
8011016059189**

42 BONNIE VIE MOERDYK ST

KYALAMI HILLS EXT

JOHANNESBURG

GAUTENG

1684

*Mobile Number: 0847161231
Email Address: amit@terra.group*

1. INTERPRETATION

1.1 In this Agreement, unless the contrary appears from the context, the following words and phrases shall have the meanings ascribed to them, as follows:

1.1.1 "the/this Agreement" means this agreement, together with any Annexures, hereto;

1.1.2 The Company means Terra Analytics (Pty) Ltd means the Company;

1.1.3 "the Brief" means the Brief, more fully described in Annexure 3, hereto, in respect of which, the Services of the Independent Contractor are required;

1.1.4 "the Contractor" means Person's Name, as cited on page 1 of this Agreement;

1.1.5 "the Effective Date" means the date of signature of this Agreement by the last Party, or such other date as is set out in Annexure 2;

1.1.6 "the Parties" means, collectively, the Terra Analytics (Pty) Ltd and the Contractor;

1.1.7 "the Professional Fee" means the amount payable by Terra Analytics to the Contractor for the Services, more fully set out in Annexure 2; and

1.1.8 "the Services" means the Services to be rendered by the Contractor to Terra Analytics, more fully described in Annexure 2 and in accordance with the brief.

1.2 In this Agreement:-

1.2.1 the singular shall include the plural and vice versa;

1.2.2 the masculine gender shall include the feminine and neuter genders and vice versa;

1.2.3 unless otherwise indicated, any meaning ascribed to a word, phrase or expression in this Agreement, shall bear the same meaning wherever it appears, thereafter;

1.2.4 Headings to the clauses are only for convenience of reference and shall not be utilized in the interpretation of this Agreement.

1.3 This Agreement shall bind the Parties and their respective successors-in-title.

2. BACKGROUND

- 2.1 Terra Analytics has requested the Contractor to provide the Services, in accordance with the Scope as defined in Section 8 of Annexure 2.
- 2.2 The Independent Contractor, having represented to Terra Analytics that has the required professional skills, knowledge and technical resources, has agreed to provide the services.
- 2.3 The Parties desire that this arrangement be reduced to writing and be contained in this Independent Contractors Agreement.

3. APPOINTMENT

Terra Analytics hereby, appoints the Contractor, and the contractor hereby, accepts such appointment, to provide with the Services, on the terms and conditions of this Agreement.

4. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions, relating to this Agreement, are set out in Annexure 1.

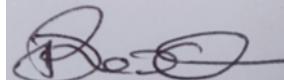
5. SPECIAL TERMS AND CONDITIONS

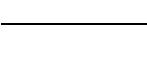
The Special Terms and Conditions, relating to this Agreement, are set out in Annexure 2.

SIGNED AT Durban ON THIS 22 DAY OF JULY 2024.

AS WITNESSES:

1. 



2. 

FOR AND ON BEHALF OF TERRA ANALYTICS DULY
AUTHORISED THERETO

SIGNED AT _____ ON THIS ____ DAY OF _____ 2024.

AS WITNESSES:

1. _____

2. _____ FOR AND ON BEHALF OF THE INDEPENDANT
CONTRACTOR WHO, HEREBY, WARRANTS HIS
AUTHORITY

ANNEXURE 1

STANDARD TERMS AND CONDITIONS

1. GENERAL PROVISIONS

1.1 Language

This Agreement has been concluded in English, which shall be the language for all matters relating to the meaning or interpretation of this Agreement.

1.2 Domicilium Citandi Et Executandi

Any notice made, pursuant to this Agreement, shall be in writing and shall be deemed to have been made when delivered in person, or sent by registered mail or Electronic mail transmission to the other Party at the addresses specified on page 1 of this Agreement.

1.3 Location

The Services shall be performed at such locations as are specified in paragraph 1 of Annexure 2, and, where the location of a particular task is not so specified, at such locations as Terra Analytics may approve, in writing.

1.4 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement, by the Parties, may be taken or executed by the officials specified in paragraph 2 of Annexure 2.

Confidentiality and Non-Disclosure

The Independent Contractor shall be bound by confidentiality and non-disclosure to any third party in regard to the projects or any part thereof to which they are assigned by this contract. This includes any intellectual property gained while executing their duties on behalf of Terra Analytics. This breach may lead to the termination of the contract and the Company reserves the right to claim back any damage as a result of the contravention of this clause.

1.5 Taxes and Duties

The Independent Contractor shall pay such taxes, duties and fees, as may be levied in terms of South African legislation, the amount of which is deemed to have been included in the Professional Fee.

1.6 Whole Agreement

This Agreement contains the entire agreement between the Parties and no representations, warranties, undertakings or promises, of whatever nature, which may have been made by any of the Parties, their agents or employees, other than those contained herein, shall be binding or enforceable by the one Party against the other.

1.7 Non-Variation

No variation, amendment or addition to this Agreement shall be valid unless the same has been reduced to writing and signed by or on behalf of the Parties.

1.8 Non-Enforcement/Indulgence

The non-enforcement of any provision of this Agreement or any indulgence which either Party may grant to the other Party shall be without prejudice to the rights of such first-mentioned Party to insist upon strict compliance by such other Party with all the provisions of this Agreement or to enforce its right in respect of which such indulgence was granted.

1.9 Breach

In the event of either Party ("the defaulting Party") failing to comply with its obligations in terms of this Agreement, for which no specific remedy has been provided, the other Party ("the aggrieved Party") may, by written notice addressed to the defaulting Party, require the defaulting Party to remedy its breach within 5 (five) business days of the date of such notice. If the defaulting Party fails to remedy its breach within the aforesaid period, the aggrieved Party may, without prejudice to any rights it may otherwise have against the defaulting Party, either:-

- 1.9.1** claim specific performance of the obligations of the defaulting Party, in terms of this Agreement; or
- 1.9.2** Where such breach is material (including unprofessional conduct), cancel this Agreement and recover damages for breach of contract, from the defaulting Party.

1.10 Arbitration

- 1.10.1 Save in respect of those provisions of the Agreement which provide for their own remedies, any dispute arising out of, or relating to, this Agreement, concerning the interpretation of the terms and conditions of this Agreement, or of compliance by any Party with the terms/conditions of this Agreement, which is not resolved amicably through consultation or negotiation shall, subject to the other provisions of this clause, be settled by arbitration, in terms of the Arbitration Act No. 42 of 1965, as amended, from time to time.
- 1.10.2 In the case of arbitration, a tribunal shall be composed of one arbitrator, who shall be appointed by the Parties, by agreement or, failing such agreement, by the chairperson shall appoint an Arbitrator who is a panel member of the Alternative Dispute Resolution Network – South Africa (ADR-SA), who shall, in appointing such arbitrator, have regard to the qualifications and experience of the appointee in relation to the nature of the dispute over which he has to adjudicate. In the case where the arbitrator resigns or becomes unable to act, a successor shall be appointed in the same manner as herein prescribed for the appointment of the original arbitrator and the successor shall have all the powers and duties of his predecessor.
- 1.10.3 The arbitration shall be held at Johannesburg and in accordance with whatever procedures the arbitrator considers appropriate. In particular, the arbitrator, may, if he deems appropriate, conduct the arbitration in an informal and summary manner and without requiring pleadings or discovery of documents and without observing the rules of evidence. The proceedings shall be confidential and neither the Parties nor the arbitrator shall disclose to third parties any information regarding the proceedings, the award, or settlement terms, unless the Parties otherwise agree, in writing.
- 1.10.4 After the institution of arbitration proceedings, the tribunal may proceed with the arbitration, notwithstanding any failure, neglect or refusal of either Party to comply with the provisions hereof or to take part or to continue to take part in the arbitration proceedings. The arbitrator shall, within 30 (thirty) days of the termination of the proceedings, render a final and binding written award, including interest and costs, and furnish the Parties with written reasons for his judgment.

1.10.5 The provisions of this clause may be invoked by any Party, by delivering to the other Party, a demand, in writing, that an arbitrator be appointed to adjudicate in respect of a specified dispute.

1.11 Governing law and jurisdiction

This agreement shall be construed and interpreted according to the laws of South Africa and shall be subject to the jurisdiction of South African Courts.

2. COMMENCEMENT, COMPLETION AND TERMINATION

2.1 Effectiveness of Agreement and Commencement of Services

This Agreement shall come into effect and the Contractor shall commence carrying out the Services on the Effective Date.

2.2 Expiry of Agreement

Unless terminated earlier, pursuant to Clause 2.3, this Agreement shall terminate at the end of such time period as specified in Annexure 2, or as agreed to between the parties in writing.

2.3 Termination

2.3.1. Terra Analytics may, on not less than 5 (five) days' written notice of termination to the Contractor, terminate the provision of any Services, should:

2.3.1.1. the Contractor fail to remedy a failure in the performance of the Services hereunder, within 5 (five) days of receipt of such notice, or within such further period as Terra Analytics may approve, in writing;

2.3.1.2. the Independent Contractor fail, in the absence of any review or appeal proceedings, to comply with any final decision reached as a result of any legal or arbitration proceedings.

2.3.1.3. as a result of force majeure, the Independent Contractor be unable to perform a material portion of the Services for a continuous period of not less than 21 (twenty one) days;

the Independent Contractor, in the judgement of Terra Analytics has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement. For purposes of this clause 2.3.1.4:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the selection process or in contract execution;

“fraudulent practice” means a misrepresentation of facts, in order to influence a selection process or the execution of a contract to the detriment of Terra Analytics, and includes collusive practice among Independent Contractors (prior to, or after, submission of proposals), designed to establish prices at artificial non-competitive levels and to deprive Terra Analytics of the benefits of free and open competition; or

2.3.2. Should Terra Analytics terminate the Agreement, pursuant to the provisions of clause 2.3.1, Terra Analytics shall be liable for the payment of all actual outstanding fees and disbursements due and payable to the Independent Contractor, as at the date of such termination, the amount of which shall be proven by the Independent Contractor to The Terra Analytics

3. OBLIGATIONS

3.1. Co-operation

To ensure that the purposes and objectives of the brief are accomplished, the Parties shall periodically exchange views and furnish all such information as may be reasonably requested, regarding progress, performance of their respective obligations and other related matters to the purposes and objectives of the brief.

3.2. Execution of Services

The Independent Contractor shall execute the Services and carry out all contractual obligations with due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and, in doing so, employ appropriate technology. The Independent Contractor shall always act, in respect of any matter relating to this Agreement, as conscientious advisor to Terra Analytics, and shall, at all times, support and safeguard the legitimate interests of Terra Analytics in any dealings with third parties.

3.3. Conflict of Interest

The Independent Contractor either directly or indirectly, during this Agreement, in any business or activities which would be in conflict with the activities assigned to them in

terms of this Agreement.

3.4. Confidentiality

The Independent Contractor, shall not disclose any proprietary or confidential information relating to the brief, the Services, this Agreement, or the business or operations of Terra Analytics, without the prior written approval of Terra Analytics

3.5. Reporting Obligations

The Independent Contractor shall submit to Terra Analytics the reports and documents as specified in the form, numbers, and within the periods set.

3.6. Ownership of the documents Prepared by the Independent Contractor

All reports, other documents and any software developed and prepared by the Independent Contractor, pursuant to this Agreement, shall become and remain the property of Terra Analytics. The Independent Contractor shall, not later than upon termination or expiration of this Agreement, deliver all such reports, documents and software to Terra Analytics.

3.7. The Independent Contractor shall be entitled to keep copies of all reports, documents and records that he deems necessary for compliance with continued professional registrations purposes with written consent from The Company.

3.8. Assistance by Terra Analytics

Terra Analytics shall use its best endeavor's, to assist the Independent Contractor to render the Services and shall make available to the Independent Contractor any service and /or facility, as may be agreed upon.

3.9. Indemnification of Terra Analytics by the Independent Contractor

3.9.1. The Independent Contractor shall keep Terra Analytics, both during and after this Agreement, indemnified against all indirect, consequential, special or direct losses, damages, expenses, costs and claims, including, but not limited to, legal fees and expenses, suffered by Terra Analytics or any third party, where such loss, damage, expense or cost is the result of any wrongful action or omission, negligence or breach of any contract by the Independent Contractor, its employees and/or its agents.

3.9.2. Terra Analytics shall not be liable for any loss incurred by the Independent Contractor as a result of any unnecessary or irrelevant work done by the Independent Contractor, including work done after an extension.

3.10. No Authority to Represent Terra Analytics

Notwithstanding anything to the contrary herein contained, the Independent Contractor, hereby, acknowledges that neither the Independent Contractor, has any authority, whatsoever, to represent Terra Analytics in any capacity, whatsoever. In particular, but without limiting the generality of the foregoing, neither the Independent Contractor, shall be entitled to conclude any contracts on behalf of Terra Analytics, to incur any obligation, bind Terra Analytics to any obligation, nor to sign any documentation on behalf of Terra Analytics

4. PAYMENTS

4.1. Professional Fee

The Professional Fee payable to the Independent Contractor for the Services shall constitute the Independent Contractor's sole fee and shall not exceed the amounts specified

4.2. Payment of Professional Fee

Terra Analytics shall pay the Independent Contractor, the Professional Fee of **R593.75 Per Hour** and paid on the last working day of each month, unless otherwise agreed. Income tax will be withheld at the applicable rate and paid over to SARS. It is the onus of Independent Contractor to apply for a SARS directive and this will be loaded on the system once received.

The Professional Fee is based on the following –

A maximum of 80 hours per month. Should the timesheets not reflect the base of 80 hours- the professional fee will be pro rata accordingly.

The Professional Fee will be paid according to the timesheets submitted and approved. The contractor will be required to report to the Johannesburg office as and when required. The scope of services shall include knowledge transfer from the contractor to internal/ external resources as required by the company.

The Senior Project Manager will review and approve timesheets. The number of hours worked will be signed-off by the Senior Project Manager. All work must be pre-approved and approved after work is completed. The approval will be done by the Senior Project Manager.

4.3. Leave types or benefits

Not applicable

ANNEXURE 2

SPECIAL TERMS AND CONDITIONS

1. LOCATION OF SERVICES

Terra Analytics (actual work site)
Johannesburg
Building 15 – 2nd Floor
Woodlands Office Park
20 Woodlands Dr, Woodlands, Sandton, 2080

2. AUTHORISED REPRESENTATIVES

For the TERRA ANALYTICS: Mr. Wolaganathan Govender
Telephone Number 031 833 1500
Email: willy@terra.group
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For the Independent Contractor: Name: Amit Sinha
Cell Phone Number: 0847161231
Email: amit@terra.group

3. EFFECTIVENESS OF AGREEMENT

Start Date: 01 July 2024

Completion Date: 31st December 2024

4. SERVICES AND FACILITIES TO BE PROVIDED BY TERRA ANALYTICS

Seating space, office space, copy and printing facilities.

5. BANKING ACCOUNT DETAILS

| | |
|------------------------|----------------------|
| Company Name: | QUICKSYSTEM (PTY)LTD |
| Bank Name: | Capitec Business |
| Account Type: | Transact |
| Account Number: | 1052419755 |

6. SCOPE OF WORK

The Independent Contractor will work with the Terra Analytics team on the agreed projects (but not limited to those listed below), the Independent Contractor will be required for but not limited to the following deliverables: - As per Senior Manager