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PROPOSAL FOR

PureGuard – Platform Team

2021

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12th October 2021

Dear PureGuard RFP Representatives

PROPOSAL FOR THE PUREGUARD PLATFORM TEAM 2021

Thank you for giving BBD the opportunity to partner with you to provide a team for the delivery of the PureGuard self-testing platform.

BBD is widely regarded as a leading custom software development and digital services company. During our 37+ years in the industry, we have differentiated ourselves with a dynamic track record of successful business solutions, world-class software engineering skills and extensive business domain knowledge.

Our 900+ professionals are passionate about building lasting partnerships with our clients. Leveraging this 'combined intelligence' alongside our practical knowledge ensures the delivery of digital solutions that consistently add business value. We have created and implemented reliable software and modernisation initiatives into large and small businesses across the education, financial services, gaming, insurance, telecommunications and public sectors.

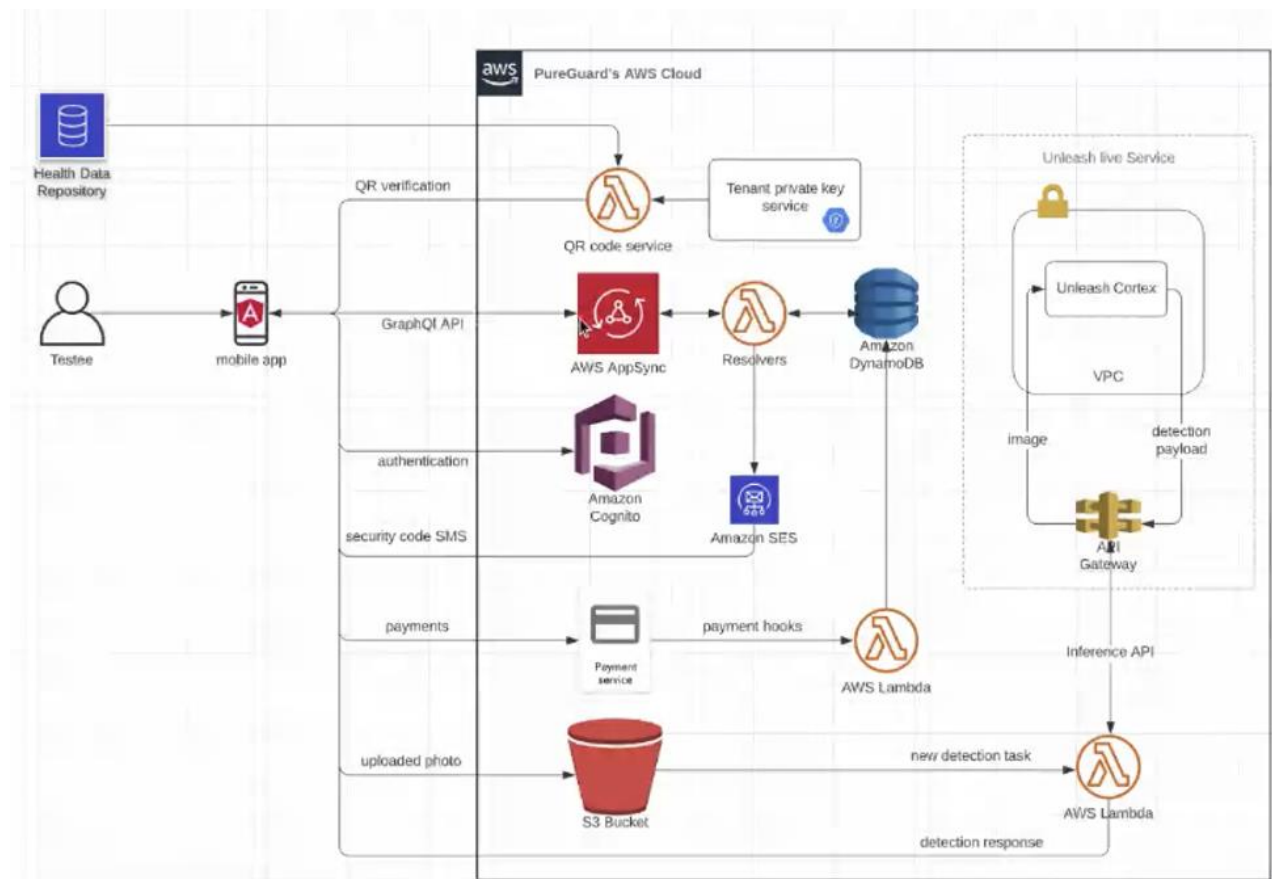
REQUIREMENT

PureGuard require a web application to be built with the purpose of recording proof of self-testing for COVID-19.

The outcome of this project will be a functioning app that integrates with image recognition services to allow business-to-business (B2B) clients to administer self-tests.

BBD is well-placed to provide a team to deliver the app. We have many experts in the technologies used, and as an AWS Systems Partner, we will be able to provide accelerated support in terms of cloud technologies.

Below is the prescribed architecture for business-to-customer (B2C) as example, although some changes are expected as mentioned further on in the document:



SCOPE OF SERVICES

The scope of the services to be provided are as outlined below ("the services"):

High level services for the delivery of the PureGuard app:

- Project management
- Systems analysis
- Software engineering
- Testing and quality assurance

The team would be required to work with PureGuard's teams to finalise requirements, design and develop the app. Services involved will be:

- Development of the app which will consume various back-end APIs to enable the scanning, tracking and displaying of self-tests
- Development of test cases and testing of the app to ensure business requirements are met
- Agile management of the team to ensure delivery and scope is managed accordingly

BBD will provide a fully dedicated team of software professionals as per the roles required on a capacity basis.

PROPOSED TEAM

We will appoint an Agile project manager to lead the team, manage delivery and fulfil Scrum Master roles.

Other roles required:

- 1 Analyst
- 1 Senior front-end engineer
- 1 Senior back-end engineer and technical team lead (AWS experience)
- 1 Junior front-end engineer
- 1 Junior back-end engineer
- 1 Intermediate QA engineer

COSTING

The roles are provided on a fixed cost capacity per month basis as follows:

ROLE	NUMBER OF STAFF	UTILISATION	MONTHLY AMOUNT
Project manager	1	100%	R 155,000.00
Analyst	1	100%	R 125,000.00
Senior front-end engineer	1	100%	R 135,000.00
Senior back-end engineer / tech lead	1	100%	R 155,000.00
Junior front-end engineer	1	100%	R 70,625.00
Junior back-end engineer	1	100%	R 70,625.00
Intermediate QA engineer	1	100%	R 87,500.00
Monthly total			R 798,750.00

The above amounts exclude VAT.

It is envisaged that the team will initially be engaged for 3 months.

Support considerations and costs:

BBD's minimum support service starts at R 140,000.00 per month and as such, we would recommend handing over support requirements to a business that focuses on smaller scale support requirements.

AWS costs:

Based on the architectural design of the proposed solution, the estimated costs for the AWS components is \$1.93 (USD) per month and is listed below. These costs are estimates and are subject to change based on volume and usage of the solution. The estimates also exclude any free tier benefits.

The estimated costs are per environment (development, user acceptance testing (UAT) and production).

AWS monthly charges are excluded from the development fees for the proposed solution.

REGION	SERVICE	UPFRONT	MONTHLY	FIRST 12 MONTHS TOTAL	CURRENCY	CONFIGURATION SUMMARY
Africa (Cape Town)	S3 Standard	-	0.04	0.48	USD	S3 Standard storage (1 GB per month)
Africa (Cape Town)	Data transfer	-	0.00	0.00	USD	
Africa (Cape Town)	AWS Lambda	-	-	-	USD	Number of requests (400,000)
Africa (Cape Town)	DynamoDB on-demand capacity	-	0.36	4.32	USD	Average item size (all attributes) (3 KB), data storage size (1 GB)
Africa (Cape Town)	Amazon API Gateway	-	0.0253	0.3	USD	HTTP API requests units (thousands), average size of each request (34 KB), REST API request units (thousands), cache memory size (GB) (None), WebSocket message units (thousands), average message size (32 KB), requests (4 per month), requests (4 per month)
EU (Ireland)	Amazon Route 53	-	0.5	6	USD	Hosted Zones (1)
Africa (Cape Town)	AWS CloudTrail	-	1	12	USD	Management events units (millions), write management trails (1), read management trails (1), data events units (millions), S3 trails (1), Lambda trails (1), insight events units (millions), trails with insight events (1), S3 operations (1 per month)
Total			1.93	23.10	USD	

* AWS Pricing Calculator provides only an estimate of your AWS fees and doesn't include any taxes that might apply. Your actual fees depend on a variety of factors, including your actual usage of AWS services.

BBD Managed Services fees:

Based on your current AWS utilisation, your expected Managed Services bill will be:

DESCRIPTION	RATE	QTY	SUB-TOTAL
Base fee	R 2,500.00	1	R 2,500.00
Top-ups	R 1,260.00	1	R 1,260.00
Support hours	R 1,300.00	0	R 0.00
Total			R 3,760.00

AWS MANAGED SERVICES

MServ is BBD's specialised cloud management service run by a dedicated unit within BBD.

As part of the Shared Responsibility Model with AWS, through continuous management and monitoring of your cloud, our MServ team ensures that your cloud environment is optimised to run as efficiently and securely as possible while curbing any unexpected costs.

As a proven cloud enabler, BBD understands that there is no single one-size-fits-all cloud solution.

To enable ultimate flexibility for enterprises of varying size with differing operational and budgetary needs, BBD offers a customisable and highly scalable AWS managed services package.

There are 3 components that make up our MServ offering:

1. Base fee

This base fee is charged either as 5% of your ZAR AWS consumption value (before any credits or discounts are applied) or R 2,500.00 (whichever is greater). The base fee will always be invoiced, regardless of the amount of services being consumed.

2. Top-ups

Top-ups are the cost associated with the maintenance and management of the various AWS services running in your AWS accounts. These top-ups will be charged monthly and will be aligned with the actual number of services running in the AWS accounts.

3. Support hours

Support hours will give you access to the MServ Support Desk. The Support Desk will take the required action in the AWS accounts to ensure the environment is running efficiently. The Support Desk will act when security, utilisation and billing alerts are triggered.

There are 2 support hours included in the base fee. If the 2 hours are deemed as insufficient to support your environment, additional hours can be subscribed to or alternatively any additional hours leveraged can be billed against the BBD MServ ad-hoc rate.

These hours can be leveraged for either advisory services, professional services, ad-hoc support / queries, changes to the environment or scheduled maintenance.

Below are examples of what these support hours can be leveraged for:

- **Advisory services**

We help guide and realise your business strategy using the cloud, advising on the best approach and technology to keep your business at the forefront of scalable innovation. You will be able to engage with the BBD team to discuss migration strategies, architecture reviews (pre- and post-build-out) and general advisory.

- **Professional services**

Using a Well-Architected Framework-first approach that ensures best practice, we assist with the deployment and migration of new or existing workloads into the cloud.

- **Support**
Through a DevOps-first approach to managed services, our teams shoulder the responsibility of managing, monitoring, and maintaining your cloud, taking the burden off of you.

TECHNICAL DELIVERY APPROACH

We suggest a parallel development approach where the user interface (UI) teams can develop the UI screens with integration stubs while the back-end teams solve the various integrations.

In the traditional sense of Agile delivery, Sprints are planned and deadlines are estimated based on the cadence measurements at each Sprint completion. A cadence of 2-week cycles is recommended.

Effective software delivery is not just about software development. The whole ecosystem from inception through to delivery and beyond should ideally be “aligned” so that all teams are pulling together effectively, turning good business ideas into added customer value.

We adapt our Agile approach to fit in with the size and complexity of the ecosystem we are working within. On the smaller scale we may have full control over methodology and frameworks, whilst in larger and more complex environments we play our part within a much bigger organisational setup.

The below diagram shows an outline of the 2-week Sprint cycles with 5 full Sprints:

Phase	Sprints	0	1	2	3	4	5 5+
Setup							
Initial infrastructure setup, Design and architectural review		█					
UX/UI design and mockups, Env setup		█					
Development							
UI journeys: Log in, Conduct test, QR code generatoin			█				
UI journeys: Managmeent portal			█				
Image handling (upload, download triggering detections) Basic		█					
User test tracking, Trigger tests,Result retrieval		█					
UI Integrations: Image handling and test tracking, Test code validations, UX improvements				█			
User management, AD integrations, test code notifications			█				
HDR integration				█			
UI Integrations: QR test retrieval, Support pages					█		
Unleash live integration					█		
Support, Client details						█	
UI Integrations: Management portal integrations						█	
UAT testing, Debugging, Finalising							█

BBD technical approach and recommendations:

1. Build the cloud platform using an infrastructure as code approach e.g. Terraform scripts. This will save time as platform requirements change / are uncovered later.
2. Use a web app (using Angular).
3. Integrate with business User AD (or similar technologies) to track access, accounts, and link test results to users.

Testing approach

The aim for testing is to:

- Test on actual mobile devices
- Ensure the app follows business rules specified by stories created by BAs (e.g. Jira stories or BRS document)
- Ensure that the user experience (UX) complies with the supplied UX designs (e.g. Figma designs)
- Ensure that all field validations comply
- Ensure compatibility across specified operating systems (e.g. iOS and Android, starting from specified versions upwards)
- Aim for automation where possible
 - Using applicable frameworks such as Selenium
- Track, resolve and report current and past defects

QA preparation

- A QA engineer may need to configure a testing automation environment depending on requirements
- Set up devices to deploy app and integrate with environment
- Formulate and set up cases from stories
- Prepare data sets with assistance from software engineers

QA execution

- QA testing is done on devices manually after successful completion of automated test
- QA tester publishes the project as soon as a new build has been created by engineers:
 - Tester needs a device per operating system (e.g. iOS and Android)
 - A QR code is presented
 - Tester scans the QR code to load the latest version onto the device
- Test failures are logged with Jira tickets for engineers
- Test evidence is collected (screenshots, recordings, etc.)
- If tests pass then UAT sign off by product owner

Front-end testing

- Testing is done on actual devices
- Can also check databases where applicable (e.g. run queries after doing a transaction on the device to ensure everything has worked)

Back-end testing

- Test API calls directly via tools such as Postman
- Perform integration testing to third parties

TIMEFRAME

The engagement will be for a minimum of 12 weeks. The team may, at the client's discretion and according to requirements, be required to expand or contract the size and roles in the team.

ASSUMPTIONS AND RISKS

The above pricing and the services to be provided in terms of this proposal are subject to the following assumptions:

- The detailed scope and design will be finalised as part of the work of the team
- Should it become evident during the project that additional time may be required, we will discuss this with you prior to incurring any additional cost
- Ongoing maintenance and support requirements will be identified during the course of the engagement and staff members required for support will depend on the features built
- That a B2B model will be used which leads to the following assumptions:

- Rework of UI design and mock-ups as provided are for the B2C model
 - Users would be managed by existing businesses and their back-ends
 - A management portal is needed for the above
- Unleash Live Detection service is provided by PureGuard and models are trained
- A product owner will be provided and accessible to the engineers
- Testing hardware (phones / tablets) are provided
- BBD will use its best efforts and knowhow to mitigate the effect of any delays such that they are absorbed by the current capacity and completed within the allocated timeframe where possible
- However, where this is not possible and to the extent that any of the above assumptions are incorrect and result in additional elapsed time or capacity required for the project to be completed, BBD will raise this with the PureGuard management team

TERMS AND CONDITIONS

Until such time as we enter into a formal agreement in respect of the services (MSA), the standard terms and conditions included in this proposal will apply to the services.

VALIDITY

This proposal is valid for 30 days from date hereof.

MANAGEMENT DETAILS

Mrs Charlene Cooke (+27 76 216 6953) will be the BBD project executive and primary interface between you and BBD for this engagement. All issues in regard to this engagement and the BBD employees assigned to it should be directed through her.

CONCLUSION

Our commitment to success in every project is endorsed by our commitment to true transformation. As a 51% black-owned and level 1 B-BBEE rated company, we believe that meeting our strategic objectives gives our clients some formidable competitive advantages. In addition to our inherent drive for continual service excellence, we are also able to help our clients meet their local procurement and transformation targets.

I trust that the above proposal is in line with your request. Please contact me should you wish to discuss further.

Yours sincerely,

MRS CHARLENE COOKE

Executive

ACCEPTANCE

Please indicate your agreement to these terms and conditions by signing this proposal, initialling every page and returning it to the undersigned.

We hereby confirm our agreement with the content of this proposal	
_____ Signature	
Signed for and on behalf of PureGuard who by their signature, warrants that they are duly authorised	
Name	
Designation	
Date	

STANDARD TERMS AND CONDITIONS

1. Introduction

These terms and conditions apply to the proposal submitted by BBD to the party specified in the covering proposal ("**the Client**"), and any services provided by BBD pending conclusion of formal agreements, if any.

2. Interpretation

In these terms and conditions, the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:

- 2.1 "**Agreement**" means these terms and conditions as read with any proposal to which it is attached or referred to
- 2.2 "**BBD**" means Barone, Budge and Dominick (Pty) Ltd
- 2.3 "**BBD Intellectual Property**" means the various documents, agreements, templates, ideas, methods, methodologies, procedures, processes, know-how, and techniques and layouts which BBD has created, acquired or otherwise has rights in prior to this Agreement, and may, in connection with the performance of services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in
- 2.4 "**Custom Intellectual Property**" means any models, templates or software developed and / or customised by BBD specifically and exclusively for the client pursuant to a project undertaken between the parties after the effective date
- 2.5 "**Client**" means the party to whom BBD provides the services, being the party to whom a proposal is addressed
- 2.6 "**Effective Date**" means the date upon which BBD first commences the provision of the services to the client pursuant to the proposal
- 2.7 "**Proposal**" means any instruction, proposal, letter of engagement or engagement terms issued orally or in writing, by or to BBD and accepted by the client or BBD, as is applicable
- 2.8 "**Services**" means the services to be provided by BBD to client from time to time including, without limitation, as stipulated in a proposal

3. Appointment and duration

- 3.1 The client appoints BBD to provide the services, upon the terms and conditions of this agreement, which appointment BBD accepts
- 3.2 The agreement shall commence on the effective date and shall endure thereafter for the period specified in the proposal (or if not specified, for an indefinite period), provided that either party may cancel this agreement by providing one calendar month's written notice of such cancellation, provided that in such circumstances, the client shall nonetheless be liable to pay BBD for all services provided up to the effective date of termination regardless of whether the relevant task or deliverable has been completed by BBD. In the event of this occurring, BBD will bill the client on a time and material basis in line with the T&M rates used to calculate the cost of the services in terms of this proposal
- 3.3 In the event that the client fails to pay for services provided as agreed, BBD reserves the right to stop providing the services

4. Consideration

- 4.1 As consideration for the services rendered by BBD hereunder, client shall pay:
 - 4.1.1 the fees set out in the proposal, on the terms set out therein
 - 4.1.2 if no fees are set out in the proposal, BBD's standard hourly rates, as same are increased on an annual basis in March each year

and all such fees are payable by the Client within 30 days of the date of BBD's invoice in respect thereof or as otherwise stipulated in the proposal

- 4.2 Should the Agreement be extended, the monthly team cost will be increased at an agreed rate negotiated at the time of renewal
- 4.3 All fees stipulated are exclusive of Value Added Tax or any other withholding tax that may be applicable to such fees, and such taxes shall be added to the relevant fees
- 4.4 If services are rendered outside of Johannesburg that require air travel or overnight stay, travel and accommodation for BBD's personnel, will be for the client's account. Air travel will be premium economy class or equivalent; accommodation will be in a three-star hotel or equivalent and car rental at "B" rate or equivalent. The client will be responsible for a fixed daily subsistence allowance of R 550.00 (five hundred and fifty Rand) per employee per day
- 4.5 All travel requirements and costs, both locally and internationally will be for the client account. Travel time to and from work is not for the client's account. A ten percent admin fee will be levied on all travel and accommodation bookings made by BBD
- 4.6 BBD reserves the right to charge interest on any outstanding amounts at the prime rate of interest charged from time to time by its bankers, as certified by any manager of such bank, whose appointment and authority it shall not be necessary to prove, calculated daily and compounded monthly in arrears, from the due date of such payment to the date of actual payment, both days inclusive
- 4.7 All Intellectual Property (IP), including documents, diagrams, designs and software code, developed during the course of this engagement for the client, excluding existing BBD IP and frameworks (which shall remain the sole property of BBD), shall vest in the client upon full payment of all invoicing from BBD pursuant to this project
- 4.8 In the event that the client fails to pay an invoice in terms of the agreed payment terms, BBD reserves the right to terminate services with immediate effect

5. Employees

- 5.1 BBD will be an independent contractor and neither BBD nor any member of its staff will be an employee, agent, joint venture with or partner of the client. Nothing in this proposal will be interpreted or construed as creating or establishing an employer - employee relationship between the client and BBD or any member of its staff. BBD further warrants to and in favour of the client that BBD employs three or more full-time employees who are not connected persons (as contemplated in the Income Tax Act) and less than eighty percent of the BBD's gross annual income is derived from the client.

6. Client roles and responsibilities

To enable BBD to provide the Services, the client shall, to the extent required by BBD, and at the client's expense:

- 6.1 ensure adequate access to systems and personnel as required for service to be performed
- 6.2 provide adequate support to the BBD employees in resolution of any risks and issues as may be identified during the course of the engagement
- 6.3 provide electricity, parking, desks, telephone services and other connectivity (including access to networks) at the client site
- 6.4 ensure that the required hardware, software and communication devices are available at the client site as BBD will not be providing any hardware or software tools for the provision of the services
- 6.5 schedule and ensure availability of the necessary software support and business testing resources during the course of the project
- 6.6 be responsible for establishing back-up procedures to protect and recover all programmes, data and software provided by BBD or which may be affected by services

- 6.7 ensure that there is sufficient work to keep the employees fully utilised during the term of this Agreement. The client will liaise with the BBD project manager in this regard

7. Copyright and ownership

- 7.1 To the extent that BBD utilises any of its property (including, without limitation, the BBD intellectual property) in connection with the performance of services hereunder, such property shall remain the property of BBD and the client shall acquire no right, title or interest in such property
- 7.2 All copyright, trademarks and other intellectual property rights subsisting in or used in respect of any custom intellectual property shall vest in the client upon payment therefor in full by the client, save to the extent that the parties agree that any aspect of same will be owned by BBD. To the extent necessary and subject to payment in full by the client for such custom intellectual property, BBD hereby assigns all right title and interest in and to such custom intellectual property

8. Confidential information

- 8.1 Each party ("the receiving party") shall treat and hold as secret and confidential all information which it may receive from the other party ("the disclosing party") or which comes known to it during the course of this agreement. The confidential information of BBD shall include the BBD intellectual property and its rates and terms
- 8.2 The receiving party undertakes and agrees that in order to protect the proprietary interests of the disclosing party in and to its confidential information the receiving party will not at any time, whether during the currency of this agreement or thereafter, either use any confidential information of the disclosing party or directly or indirectly divulge or disclose any confidential information of the disclosing party to third parties, other than to personnel directly involved in the provision of the services
- 8.3 This paragraph eight is severable from the rest of this agreement and shall remain valid and binding on the parties notwithstanding any termination of this agreement
- 8.4 The confidentiality agreement to be signed by BBD and the client will form a substantive part of this agreement.

9. Limitation of liability

- 9.1 Notwithstanding the form (whether in contract, delict, or otherwise) in which any legal action may be brought, and subject to the provisions of paragraph 9.2 BBD's maximum liability for general and / or direct damages for any breach of this agreement or any wilful or negligent misconduct or omission arising in the provision of services (or otherwise), shall be limited to an aggregate amount of all the fees paid by the Client to BBD in respect of the services provided pursuant to this proposal during the 12 month period preceding the date on which the relevant cause of action first arose. Such maximum amount shall be an aggregate amount for all claims thus arising
- 9.2 BBD shall not be liable for any loss of profits, goodwill, business, clients, contracts, revenue, the use of money, anticipated savings or data; or any special, indirect or consequential loss and such liability is excluded whether it is foreseen, foreseeable, known or otherwise. For the purposes of clarity, it is recorded that the provisions of this paragraph apply whether such loss is direct, indirect, consequential or otherwise
- 9.3 Without derogating from the generality of the foregoing, whilst BBD will make its best efforts to assess the skills of appropriate candidates, it accepts no liability for any loss arising from system downtime or failure, system errors, or any other loss which may result from the services contracted for, or failure to resolve issues

10. Dispute resolution and arbitration

Any dispute which may arise between the parties shall in the first instance be referred to a joint committee of a director of BBD and a director of client, or alternates appointed by them, who will use their best endeavours to resolve the dispute within 14 days of the dispute having been referred to them. If the dispute is not resolved in accordance with the foregoing, it shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation upon either party's written request.

11. Breach and termination

Should either party commit a material breach of this agreement and fail to remedy such breach within 14 days of having been called upon in writing by the other party to do so, then and in such event, such other party shall be entitled, in addition to any other rights and remedies that it may have in terms of this agreement or otherwise, including the right to recover damages, to terminate this agreement.

12. Notices and domicilium

12.1 Each of us select as our respective domicilium citandi et executandi for the purposes of giving or sending any notice provided for or required hereunder the physical addresses set out in the proposal, or such other address as may be substituted by notice given as herein required.

12.2 Any notice addressed to a party at its physical address shall be delivered by hand, including by way of courier. Any notice shall be deemed to have been given:

12.2.1 if hand delivered, on the day of delivery

12.2.2 if sent by email, on the date and time of sending of such email, as evidenced by a read-receipt or confirmation of receipt by the recipient

13. Warranty

13.1 BBD warrant that all deliverables provided will substantially conform with the specifications agreed to by BBD and the client and that for a period of 1 month from go live all system errors as agreed between BBD and the client will be fixed free of charge. Thereafter it is incumbent on the client to enter into a maintenance agreement with BBD

13.2 Save as provided in paragraph 13.2, BBD hereby excludes and disclaims all warranties, whether express or implied, statutory or otherwise. Without limiting the foregoing BBD hereby disclaims:

13.2.1 any implied warranties of satisfactory quality or fitness for a particular purpose

13.2.2 all warranties in respect of third party software applications, utilised by or licensed to the client by any third party or by BBD pursuant to this proposal

14. Non-solicitation

The parties (BBD and the client) agree that neither party shall, without the prior written consent of the other, either during, or within 12 months of the termination of this agreement, engage, employ or otherwise solicit for employment whether directly or indirectly, any person who during the term of this agreement was a member of the staff of the other party involved in the acquisition or provision of services in terms hereof. To the extent that either party breaches this provision ("the defaulting party"), without derogating from the innocent party's rights in terms of this agreement, including the right to claim specific performance, such defaulting party shall pay the innocent party a recruitment fee equal to the gross annual package (which shall be annualised if necessary) paid by the innocent party to the staff member concerned. Such amount shall be payable within 30 days of commencement of such staff's appointment with the defaulting party.

15. General

- 15.1 This agreement constitutes the whole of the agreement between the parties hereto relating to the subject matter hereof and save as otherwise provided herein no amendment, alteration, addition, variation or consensual cancellation will be of any force or effect unless reduced to writing and signed by the parties hereto or their duly authorised representatives
- 15.2 No waiver of any of the terms and conditions of this agreement will be binding or effectual for any purpose unless expressed in writing and signed by the party hereto giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege
- 15.3 Should any of the terms and conditions of this agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable
- 15.4 Neither party shall be entitled to transfer or assign, partially or entirely, any of its rights or obligations under this agreement to a third party without the prior written consent of the other party
- 15.5 This agreement will be governed by and construed in accordance with the laws of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law
- 15.6 The rule of construction that an agreement be interpreted against the party responsible for the drafting thereof will not apply