



MEMORANDUM OF AGREEMENT FOR THE CITY OF CAPE TOWN'S BLUE FLAG PROGRAMME

Made and entered into between:

**CITY OF CAPE TOWN
("THE CITY")**

and

[REDACTED]

[REDACTED]

[REDACTED]

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1. PREAMBLE

- 1.1. **WHEREAS** this Contract was awarded to the [REDACTED] [REDACTED] by the City's Supply Chain Management Bid Adjudication Committee under resolution SCMB_____, for the City of Cape Town's Blue Flag Programme: Payment of Application Fees to the [REDACTED], from the date of commencement until 30 June 2032, subject to the conclusion of the process in Section 33 of the Municipal Finance Management Act 56 of 2003 and Council adopting a resolution in which it approves the entire contract exactly as it is to be executed and in which it authorises the Municipal Manager to sign the contract on behalf of the City.
- 1.2. **AND WHEREAS** the Blue Flag is a leading voluntary international eco-certification programme, owned and managed by [REDACTED] [REDACTED]
- 1.3. **AND WHEREAS** the Blue Flag is awarded to municipalities for beaches, marinas and ecotourism boats which meet strict criteria addressing water quality, environmental education and information, environmental management and safety.
- 1.4. **AND WHEREAS** [REDACTED] is the only entity in South Africa who is designated and authorised to co-ordinate the Blue Flag programme on behalf of [REDACTED]

NOW THEREFORE the Parties agree as follows:

2. PARTIES

The Parties to this Agreement are: -

- 2.1. The **City of Cape Town**, (hereinafter referred to as "**the CITY**") a Metropolitan Municipality established in terms of the *Local Government: Municipal Structure Act, 1998, (Act No. 117 of 1998)* read with the Province of the

Western Cape: Provincial Gazette 5588 dated 22 September 2000, (as amended), herein represented by [REDACTED] in [REDACTED] capacity as the [REDACTED]; and

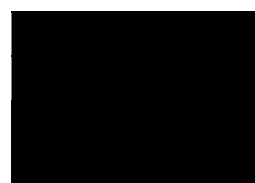
- 2.2. [REDACTED] is a company registered in terms of the laws of the [REDACTED] with registration no [REDACTED] (hereinafter referred to [REDACTED] herein represented by [REDACTED] [REDACTED] duly authorised hereto.

3. DEFINITIONS

In this Agreement, the following words and phrases have the meanings given to them below:-

3.1.	“Agreement” means this agreement concluded between the City of Cape Town and [REDACTED] together with the Annexures hereto;
3.2.	“Bank Account” means: Name of Account Holder: [REDACTED] [REDACTED] Name of Bank: [REDACTED] Type of Account: [REDACTED] Account Number: [REDACTED] Branch Number: [REDACTED]
3.3.	“Business Day” means a day which is not a Saturday, Sunday or an official public holiday in the Republic of South Africa;
3.4.	“CITY’s Council” means the Council of the City of Cape Town, established by Provincial Notice 479 of 2000 issued in terms of section 12 of the Local Government: Municipal Structure Act, 1998 (Act No. 117 of 1998);
3.5.	“Commencement Date” means the Signature date;

3.6.	"Confidential Information" means all information or data which is imparted or obtained under or in connection with this Agreement (whether before or after the Effective Date) in confidence (whether in writing, verbally or by any other means and whether directly or indirectly) by one Party to the other in relation to each Party's business and/or the performance of each Party's rights and obligations in terms of this Agreement;
3.7.	"Data Protection Legislation" means any and all Applicable Laws including without limitation the Protection of Personal Information Act, 2013, relating to the protection of Personal Information in force in the Republic of South Africa;
3.8.	"Financial Year" means the financial year of the CITY commencing on 1 July and ending on 30 June of any given year;
3.9.	"Force majeure" means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes
3.10.	"Notice" means a written notice;
3.11.	"Parties" means the Parties to this Agreement referred to in clause 2 and "Party" shall mean either of them;
3.12.	"Personal Information" has the meaning given to it in the Protection of Personal Information Act, 4 of 2013 ("POPI")
3.13.	"Signature Date" means the date of the last party signing this Agreement;
3.14.	"Termination Date" means the 30 June 2032;
3.15.	"the Act" means the <i>Municipal Finance Management Act, 2003 (Act No: 56 of 2003)</i> ;

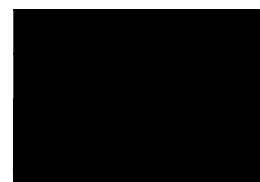


3.16.	"The Blue Flag programme" means an international award given to beaches that meet excellence criteria in the areas of safety, amenities, cleanliness and environmental standards
3.17.	"the CITY" means the City of Cape Town a Metropolitan Municipality established in terms of the Local Government: Municipal Structure Act, 1998, (Act No. 117 of 1998) read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended;
3.18.	"the Policy" means the City of Cape Town's Supply Chain Management Policy (Policy Number C18/05/19) as approved and amended by Council on 30 May 2019,
3.19.	"[REDACTED]" means the [REDACTED], the designated [REDACTED] which has the responsibility of co-ordinating the Blue Flag Programme in South Africa on behalf of the [REDACTED]

3.2. If any provision in the definition clause is a substantive provision conferring rights or imposing obligations on a party, then notwithstanding that such provision is contained in this clause, effect shall be given thereto as if such provision was a substantive provision in the body of the agreement.

3.3. Any reference in this Agreement to:

- i. a **clause** is, subject to any contrary indication, a reference to a clause of this Agreement;
- ii. **law** means any law including common law, statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other measure of any government, local government, statutory or regulatory body or court having the force of law; and
- iii. **person** means any natural or juristic person, firm, company, corporation, government, state, agency or organ of a state, association, trust, club or partnership (whether or not having separate legal personality).



- 3.4. Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 3.5. The headings do not govern or affect the interpretation of this Agreement.
- 3.6. Unless the context indicates otherwise an expression which denotes any gender includes both the others; reference to a natural person includes a juristic person; the singular includes the plural, and the plural includes the singular.
- 3.7. Any number of days prescribed in this Agreement excludes the first day and includes the last day; and any relevant action or notice may be validly done or given on the last day.
- 3.8. The words “including” and “in particular” are without limitation.
- 3.9. Any reference to legislation is to that legislation as at the Signature Date, as amended or replaced from time to time.
- 3.10. Any reference to a document or instrument includes the document or instrument as ceded, delegated, novated, altered, supplemented or replaced from time to time.
- 3.11. A reference to a Party includes that Party’s successors-in-title and permitted assigns.
- 3.12. In the event of a conflict between the Annexures and this Agreement then the terms of the Agreement shall prevail over the Annexures.
- 3.13. The provisions of this Agreement supersede the provisions of any previous Agreement entered into between the Parties relating to the same subject matter.

3.14. In the event of a conflict between the words and figures in this Agreement, the words shall prevail.

4. PAYMENT

4.1. The City agrees to the following payments set forth below:

4.1.1. A payment of an amount of up to **R4 601 473.70 (four million six hundred and one thousand four hundred and seventy three rand and seventy cents) (excluding 15% VAT)** ("the payment") in the following manner:

YEAR	SEASON	COST (INCL. VAT)	TOTAL FOR 15 BEACHES	COST PER BEACH (EXCL. VAT)	TOTAL
1	2022/2023	28 047.60	420 714.00	24 389.22	365 838.26
2	2023/2024	29 449.98	441 749.70	25 608.68	384 130.17
3	2024/2025	30 922.48	463 837.20	26 889.11	403 336.70
4	2025/2026	32 468.60	487 029.00	28 233.57	423 503.48
5	2026/2027	34 092.03	511 380.45	29 645.24	444 678.65
6	2027/2028	35 796.63	536 949.45	31 127.50	466 912.57
7	2028/2029	37 586.46	563 796.90	32 683.88	490 258.17
8	2029/2030	39 465.78	591 986.70	34 318.07	514 771.04
9	2030/2031	41 439.07	621 586.05	36 033.97	540 509.61
10	2031/2032	43 511.02	652 665.30	37 853.67	567 535.04
			5 291 694.75		4 601 473.70

4.1.2. The payment as mentioned in 4.1.1 will be paid to [REDACTED] in the 2022/2023, 2023/2024, 2024/2025, 2025/2026, 2026/2027, 2027/2028, 2028/2029, 2029/2030, 2030/2031 and 2031/2032 financial years of the City, as specified above.

4.2. [REDACTED] is appointed solely for the purposes as outlined in Blue Flag's Business Plan (**Annexure "A"**).

- 4.3. The payment amount in 4.1.1 allows for up to 15 (fifteen) Full Status Blue Flag applications and the City may apply for fewer Full Status Blue Flag applications; in which case the cost-per-beach amount reflected in 4.1.1 will be adhered to.
- 4.4. The CITY shall transfer the first payment in respect of the 2022/2023 financial year referred to in clause 4.1.1 above into [REDACTED] Bank Account by the 31 March 2023. Thereafter, the City will make annual payments by the start of each season which will be on 1 December each year until the termination date.
- 4.5. Notwithstanding the fact that any costs of whatsoever nature may increase between the conclusion of this Agreement and the termination date, or in the event of there being any other additional costs, [REDACTED] agrees that the CITY's payment shall, for the purposes of this Agreement, be limited to the amounts mentioned in 4.1.1 above.

5. DURATION OF THE AGREEMENT

This Agreement commences on the Commencement Date and terminates on 30 June 2032.

6. VARIATIONS TO THE AGREEMENT

Variations to this Agreement including the payment referred to herein, may only be made by consultation and agreement between the Parties, reduced to writing and signed by both Parties. Any variation will be subject to both parties obtaining the necessary approvals and authority required in terms of the applicable law and/or internal requirements of that party.

7. OBLIGATIONS OF [REDACTED]

7.1. [REDACTED]

- 7.1.1. shall utilise the funds in accordance with the purpose of the business plan which is attached as "**Annexure A**".

- 7.1.2. shall call on the City annually to apply for Blue Flag Status.
- 7.1.3. shall facilitate the application process, taking it through both a National and International Jury process.
- 7.1.4. shall conduct at least one inspection per beach per season.
- 7.1.5. shall ensure that each beach has been supplied with the standard Blue Flag board at a time and date to be agreed between the parties.
- 7.1.6. shall ensure that the [REDACTED] is kept up to date and that the presentation and provision of information thereon is equivalent to that of other countries.
- 7.1.7. shall update the City regarding the progress with its Blue Flag Application.
- 7.1.8. shall for the duration of this Agreement adhere to the City's approval processes, all legislation, by-laws, policies and regulations applicable to this Agreement.
- 7.1.9. represents and warrants, as of the Effective Date, and undertakes for the future to and in favour of the City that:
- (a) it and its members, agents, volunteers and service providers have the necessary facilities, skills, know-how and expertise to render the services in accordance with the provisions of this Agreement; and
 - (b) there is no proceeding pending or threatened, or any other event, matter, occurrence or circumstance, which to the Party's knowledge, challenges or has a material adverse impact on this Agreement or the ability of the Party to perform its obligations pursuant to this Agreement.

8. OBLIGATIONS OF THE CITY

8.1. The CITY undertakes to make the payments to [REDACTED] as reflected in clause 4.1 hereto.

8.2. The City will endeavour at all times to uphold the standards of the [REDACTED] Programme.

9. FORCE MAJEURE

9.1. Subject to clause 12 herein, should any Party (hereinafter referred to as the "**Invoking Party**") be prevented from fulfilling its obligations in terms of this Agreement as a result of any act of God, strike, war, riots, fire, flood, legislation, insurrection, sanctions, trade dispute or economic embargo or any similar cause beyond the reasonable control of such Invoking Party (any such event hereinafter called "**force majeure**") then:

9.1.1. the Invoking Party shall forthwith give written notice thereof to the other Party;

9.1.2. specifying the cause and anticipated duration of the *force majeure*; and

9.1.3. promptly upon termination of the *force majeure*, give written notice stating that such *force majeure* has terminated.

9.2. Performance of any such obligations shall be suspended from the date on which notice is given in terms of sub-clause 9.1.1 until the date on which notice is given in terms of 9.1.3.

9.3. The Invoking Party shall not be liable for any delay or failure in the performance of any obligation hereunder, or loss or damage due to or resulting from the *force majeure* during the period referred to in clause 9.1 provided that the Invoking Party uses and continues to use its best efforts and takes all reasonable steps to perform such obligation and provides the necessary notices as set out in clause

9.1.1. and 9.1.3.

9.4. If the *force majeure* continues for more than 30 [REDACTED] days, the other Party shall be entitled to cancel this Agreement on the expiry of such period with immediate effect on written notice, but shall not be entitled to claim damages against the Invoking Party as a result of the delay or failure in the performance of any obligations hereunder due to or resulting from the *force majeure*, except as otherwise provided in this Agreement.

10. DISPUTE RESOLUTION

10.1. If any dispute or difference of any kind whatsoever arises between the City and [REDACTED] in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation within five (5) days or such extended period of time as the Parties may agree to in writing.

10.2. Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation before an independent and impartial person whose identity shall be agreed to between the Parties within fourteen (14) days, failing which the referring party will be entitled to approach the [REDACTED] for a recommendation of a mediator experienced in the subject matter of the dispute, to act as the mediator. Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

10.3. Irrespective of whether the mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally, which shall be due and payable to the mediator on presentation of his/her account.

10.4. The mediator shall agree to the procedures, representation and dates for the mediation process with the parties. The mediator may meet the parties together

or individually to enable a settlement.

10.5. Where the Parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the parties the agreement shall be final and binding.

10.6. Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.

11. DOMICILIUM CITANDI ET EXECUTANDI

The Parties hereby choose as their *domicilium citandi et executandi* for the purposes of this Agreement, the following addresses: -

11.1 The CITY: -

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Telephone [REDACTED]

E-mail: [REDACTED]

11.2 [REDACTED] -

[REDACTED]

[REDACTED]

[REDACTED]

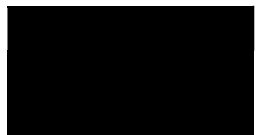
[REDACTED]

[REDACTED]

[REDACTED]

Telephone: [REDACTED]

E-mail: [REDACTED]



- 11.3 The *domicilium citandi et executandi* (other than e-mail) is chosen for the purpose of giving notice, the payment of any sum, the service of any process and for any other purpose arising from this Agreement.

12. BREACH, CANCELLATION AND TERMINATION

- 12.1. If [REDACTED] breaches the terms and conditions of this Agreement, the CITY after becoming aware of the alleged breach must notify [REDACTED] in writing to remedy the breach and [REDACTED] must remedy the said breach within 7 (seven) days from receipt of the demand;
- 12.2. In the event of [REDACTED] failing or being unable to remedy the breach the CITY may, without prejudice to any other rights it may have in law, exercise all or any of the following rights:
- 12.2.1. Cancel the Agreement and claim any damages, together with interest; or
 - 12.2.2. Demand the immediate repayment from [REDACTED] of the unspent portion of the payment in respect of this Agreement and to recover the spent portion of this Agreement with interest, from the [REDACTED] or
 - 12.2.3. Demand Specific Performance together with a claim for any damages and applicable interest.
- 12.3. For the purpose of this Agreement, but not exclusively limited thereto, breach may include the following actions and/or omissions:
- 12.3.1. The terms and conditions of this Agreement are not complied with by [REDACTED]
 - 12.3.2. The payment being mismanaged by [REDACTED]
 - 12.3.3. [REDACTED] utilised or is utilising the payment in a dishonest and/or fraudulent manner or is mismanaging the funds; or
 - 12.3.4. [REDACTED] contravenes any provisions of any applicable legislation, by-laws, policies and/or regulations.

12.4. Notwithstanding anything to the contrary contained herein, the CITY shall be entitled to cancel this Agreement immediately if the other Party:-

12.4.1. Takes steps to place itself, or is placed in liquidation, whether voluntary or compulsory or under judicial management in either case whether provisionally or finally; or

12.4.2. takes steps to deregister itself or it is deregistered for some other reason; or

12.5. If the CITY breaches the terms and conditions of this Agreement, [REDACTED] must notify the CITY in writing to remedy the breach within 7 (seven) days after becoming aware of the alleged breach;

12.6. In the event of the CITY failing or being unable to remedy the breach [REDACTED] may, without prejudice to any other rights it may have in law, exercise all or any of the following rights:

12.6.1. Cancel the Agreement and claim any damages together with interest applicable; or

12.6.2. Demand Specific Performance together with a claim for any damages and any interest applicable.

12.7. Cancellation or termination of this Agreement will not relieve a Party of obligations imposed upon such Party by statute or regulation or by this Agreement prior to its termination.

13. NO FAULT TERMINATION

The Parties hereby agree that should the application for the blue flag status not be successful for whatsoever reason, where no fault is attributed to [REDACTED] and the Cash Transfer has already been effected, then this Cash Transfer, shall not be repaid to the CITY by [REDACTED]

14. GENERAL

- 14.1. This document and the Annexures thereto constitute the entire record of this Agreement between the Parties.
- 14.2. No Party is bound by any expressed or implied term, representation, warranty, promise or the like not recorded herein.
- 14.3. No relaxation, indulgence or act of leniency which one Party may show the other will in any way prejudice the Party or be deemed to be a waiver of any of its rights under this Agreement.
- 14.4. In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable and the remaining clauses remain of full force and effect. If any invalid term is incapable of amendment to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.

15. CESSION AND ASSIGNMENT

- 15.1. No Party shall cede or assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld.
- 15.2. Any cession or assignment agreed to by a Party will not relieve the other Party of any obligations with respect to any covenant, condition, or obligation required to be performed by that Party under this Agreement.

16. CONFIDENTIALITY

- 16.1. Except as otherwise provided in this clause, the terms and conditions of this Agreement, all data, reports, records and other information of any kind whatsoever developed or acquired by any Party in connection with this

Agreement ("the confidential information") shall be treated by the Parties as confidential.

- 16.2. Neither Party shall reveal or otherwise disclose such confidential information to any third party without the prior written consent of the other Party and shall take all reasonable steps and precautions to ensure that such information remains strictly confidential and that any third party does not obtain access thereto or knowledge thereof. The foregoing restrictions shall not apply to the disclosure of necessary confidential information to employees, agents or contractors of the Parties. Any third party that may become privy to such information shall first undertake in writing to protect the confidential nature thereof.

17. DATA PROTECTION

- 17.1. Each Party shall perform its obligations under this Agreement utilising security technologies and techniques in accordance with Applicable Laws, good industry practice and the applicable City Policies, including those relating to the prevention and detection of inappropriate use or access of Infrastructure or information.
- 17.2. [REDACTED] acknowledges that in performing its obligations under this Agreement, [REDACTED] may be exposed to Personal Information.
- 17.3. The Parties record that all data provided by the City to [REDACTED] or to which [REDACTED] may be exposed, shall remain at all times the sole property of the City, shall constitute Confidential Information and as such [REDACTED] shall comply with all Data Protection Legislation including this clause 17 (Data Protection).
- 17.4. To the extent applicable, [REDACTED] hereby warrants in favour of the City and undertakes for the future that it shall at all times strictly comply with all Data Protection Legislation and/or the activities contemplated by this Agreement and with all the provisions and requirements of the City Policies (including encryption standards) communicated to [REDACTED] from time to time.

17.5. If [REDACTED] or its staff are permitted access to any Personal Information held by the City for any reason connected with this Agreement or are supplied with or otherwise provided with Personal Information by the City or on its behalf for any purpose, or are supplied with or otherwise provided with Personal Information relating to any staff, representative or third party, it shall –

17.5.1. to the extent applicable, comply with all Data Protection Legislation;

17.5.2. use and/or hold such Personal Information only for purposes of performing its obligations under this Agreement and only in a manner directed by the City and shall not otherwise modify, amend or alter the contents of such Personal Information or disclose or permit the disclosure of such Personal Information to any third party, unless specifically authorised to do so by the City or as required by Applicable Law or any regulatory body and shall take all such steps as may be necessary to safeguard such Personal Information;

17.5.3. without prejudice to the generality of the foregoing, ensure that appropriate technical and organisational measures shall be taken by it against the unauthorised or unlawful processing of such Personal Information and against the accidental loss or destruction of, or damage to, such Personal Information;

17.5.4. not process or transfer any Personal Information outside the [REDACTED]
[REDACTED] without the prior written consent of the City;

17.5.5. take all steps required and communicated in writing to [REDACTED] by the City that it reasonably considers are necessary in order to comply with the City's own obligations under Data Protection Legislation;

17.5.6. for the purposes of facilitating the City's compliance with Data Protection Legislation, furnish to the City of such security, audit and control reports generated by [REDACTED] auditors as are directly relevant to such compliance;

17.5.7. promptly notify the City when it becomes aware of any unauthorised, unlawful or dishonest conduct or activities, or any breach of the terms of this Agreement relating to Personal Information;

17.5.8. co-operate with the City in complying with any request for access or query from an individual who is the subject of Personal Information and/or responding to any enquiry made, or investigation or assessment of any processing initiated by a relevant regulatory authority in respect of such Personal Information; and

17.5.9. return to the City and/or destruct such Personal Information on Termination and/or demand.

17.6. [REDACTED] shall be liable for all claims, demands, actions, costs, expenses (including but not limited to reasonable legal costs and disbursements), fines, losses and damages arising from or incurred by reason of any wrongful processing of any Personal Information by [REDACTED] or breach of its obligations or warranties under this clause 17.

18. PERFORMANCE MONITORING AND REVIEW

18.1. This Agreement shall be reviewed once every three years; however, in lieu of a review during any period specified, the current Agreement will remain in effect. The City reserves the right to reduce or increase the scope of works according to the dictates of the budget, to terminate this contract, and/or to review and terminate this contract as is contemplated in Section 116(1)(b)(iii) of the Local Government: Municipal Finance Management Act 56 of 2003, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. [REDACTED] shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Agreement or, in the case of termination, payment for goods delivered.

18.2. As required by section 116(2)(b) of the Local Government: Municipal Financial Management Act 56 of 2003, the City shall monitor the

performance of [REDACTED] on at least a monthly basis, and [REDACTED] agrees to provide the City with its full cooperation in this regard.

19. NATURE OF RELATIONSHIP

19.1. This Agreement does not create an employment relationship, partnership, joint venture or agency between the Parties and neither Party shall be liable for the debts of the other Party, howsoever incurred.

19.2. [REDACTED] has no authority or right to bind the CITY to any third party and it shall be personally liable for any act purporting to so bind the CITY.

20. IMPLEMENTATION AND GOOD FAITH

20.1. The Parties undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or conducive to the giving of effect to the terms, conditions and import of this Agreement.

20.2. The Parties shall at all times during the continuance of this Agreement observe the principles of good faith towards one another in the performance of their obligations in terms of this Agreement.

21. JURISDICTION

The Parties hereby consent to the jurisdiction of the [REDACTED]
[REDACTED] for all actions or proceedings and/or to settle any dispute which may arise out of or in connections with this Agreement.

22. COSTS

Each Party shall bear its own costs attendant on the negotiation and/or conclusion of this Agreement.

23. SIGNATURE

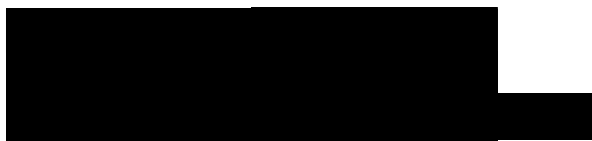
- 23.1. This agreement is signed by the Parties on a date and at the places recorded herein.
- 23.2. The persons signing this agreement on behalf of the Parties in a representative capacity warrant their authority to do so and further warrant that the proper resolutions (where applicable) have been passed by the Parties authorising them to do so.
- 23.3. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.

SIGNED at  on this 26 day of May 2023 ~~2022~~.

AS WITNESSES

1. _____

2. _____



THE CITY:



(WHO WARRANTS HIS AUTHORITY HERETO)

SIGNED at [REDACTED] on this 25 day of May, 2023 ~~2022~~.

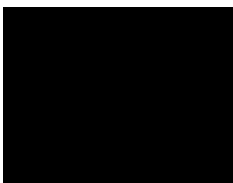
AS WITNESSES

1. [REDACTED]
2. [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

ANNEXURE A: [REDACTED] BUSINESS PLAN



ANNEXURE B: [REDACTED] RESOLUTION AUTHORISING SIGNATORY ACTING IN [REDACTED]
CAPACITY AS [REDACTED]