



[CLIENT NAME]

CONDITIONS OF CONTRACT

GENERAL TERMS AND CONDITIONS FOR PROVIDING SERVICES REV 0.9

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1 GENERAL PROVISIONS

1.1 Definitions and Interpretation

In this Contract unless the context otherwise requires the following provisions shall have the meanings given to them below:

“Approval” means the written consent of the Client.

“Client” means Diamond Trading Company Botswana (Proprietary) Limited.

“Commencement Date” means the date stated in the Contract.

“Commercially Sensitive Information” means the information:

- which is provided by one Party to the other necessity for contract execution or in confidence
- that constitutes a trade secret.

“Completion Date” means the date on which the last of the Services is to be finally delivered.

“Confidential Information” means:

- a. any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data. Confidential Information shall not include information which:
 - i was public knowledge at the time of disclosure (otherwise than by breach of clause 5.1 (Confidential Information))
 - ii was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
 - iii is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
 - iv is independently developed without access to the Confidential Information.

“Contract” means this written agreement between the Client and the Contractor consisting of these clauses and any attached Schedules.

“Contractor” means the person, firm or company with whom the Client enters into the Contract to supply the Services.

“Contract Period” means the period from the Commencement Date to:

- the date of expiry set out in clause 1.3 (Initial Contract Period) or,
- following an extension pursuant to clause 6.8 (Extension of Initial Contract Period), the date of expiry of the extended period,

or such earlier date of termination or partial termination of the agreement in accordance with the Law or the provisions of the Contract.

“Contract Price” means the price (exclusive of any applicable VAT) payable to the Contractor by the Client under the Contract, as set out in the Pricing Schedule, for the full and proper performance by the Contractor of its obligations under the Contract but before taking into account the effect of any adjustment of price in accordance with clause 3.4 (Price Adjustment on Extension of the Initial Contract Period).

“Default” means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is liable to the other.

“Equipment” means the Contractor’s equipment, plant, materials and such other items supplied and used by the Contractor in the performance of its obligations under the Contract.

“Force Majeure” means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:

- any industrial action occurring within the Contractor’s or any sub-contractor’s organization; or
- the failure by any sub-contractor to perform its obligations under any sub-contract.

“Fraud” means any offence under laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to commit fraud.

“Good Industry Practice” means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

“Goods” means any such goods and any actions required to provide the goods as required where agreed as are to be supplied by the Contractor under the Contract as specified in the Client’s Requirements in conjunction with supplying the Services.

“Initial Contract Period” means the period from the Commencement Date to the date of expiry set out in clause 1.3 (Initial Contract Period), or such earlier date of termination of the Contract in accordance with the Law or the provisions of the Contract.

“Intellectual Property Rights” means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country and the right to sue for passing off.

“Key Personnel” means those persons named as being key personnel.

“Monitoring Schedule” means the Schedule containing details of the monitoring arrangements.

“Month” means calendar month.

“Party” means a party to the Contract.

“Premises” means the location where the Services are to be provided and/or, where relevant, installed and/or managed and dispensed as set out in the Specification.

“Pricing Schedule” means the Schedule containing details of the Contract Price.

“Property” means the property, other than real property, issued or made available to the Contractor by the Client in connection with the Contract.

“Receipt” means the physical or electronic arrival of the invoice at the address of the Client detailed at clause 1.5.c or at any other address given by the Client to the Contractor for the submission of invoices.

“Replacement Contractor” means any third party service provider appointed by the Client to supply any services which are substantially similar to any of the Services and which the Client receives in substitution for any of the Services following the expiry, termination or partial termination of the Contract.

“Schedule” means a schedule or any other documentation attached to or included in and forming part of the Contract.

“Services” means the services to be supplied as specified in the Client’s Requirements, including any Goods and equipment supplied by the Contractor in connection with the Services.

“Staff” mean all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor’s servants, agents, suppliers and sub-contractors used in the performance of its obligations under the Contract.

“Tender” means the document(s) submitted by the Contractor to the Client in response to the Client’s invitation to suppliers for formal offers to supply it with the Services.

“Variation” has the meaning given to it in clause 6.3(a) (Variation).

“Working Day” means a day from Monday to Friday which is not a gazetted public holiday in the country where the Services are delivered.

- The interpretation and construction of this Contract shall be subject to the following provisions:
 - i words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - ii words importing the masculine include the feminine and neuter;
 - iii reference to a clause is a reference to the whole of that clause unless stated otherwise;
 - iv reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
 - v reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

- vi the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and
- vii headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract.

1.2 Client’s Obligations

Save as otherwise expressly provided, the obligations of the Client under the Contract are obligations of the Client in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Client in any other capacity, nor shall the exercise by the Client of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Client to the Contractor.

1.3 Initial Contract Period

The Commencement Date is :

The Completion Date is :

The Contract shall take effect on the Commencement Date and shall expire automatically on the Completion Date unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated, or extended under clause 6.8 (Extension of Initial Contract Period).

1.4 Contractor’s Status

At all times during the Contract Period the Contractor shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorized to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

1.5 Notices

- a. Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party concerned.
- b. Any notice or other communication which is to be given by either Party to the other shall be given by letter, or by facsimile transmission or electronic mail (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in clause 1.5(c) Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given [2] Working Days after the day on which the letter was posted, or six (6) hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.
- c. For the purposes of clause 1.5(b), the address of each Party shall be the following which is selected as the domicilium citandi et executandi by each Party respectively:

- i For the Client:

Plot 63016, Airport Road
Block 8, Gaborone
Botswana

For the attention of:

Tel:

Fax:

Email:

ii For the Contractor:

[
Address:
]

For the attention of:

Tel:

Fax:

Email:

1.6 Inspection of Premises

Save as the Client may otherwise direct, the Contractor is deemed to have inspected the Premises before submitting the Tender and to have made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract.

1.7 Mistakes in Information

The Contractor shall be responsible for the accuracy of all information in whichever format supplied to the Client by the Contractor in connection with the supply of the Services and shall pay the Client any extra costs occasioned by any discrepancies, errors or omissions therein.

1.8 Conflicts of Interest

- a. The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff is placed in a position where, in the reasonable opinion of the Client, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Client under the provisions of the Contract. The Contractor will disclose to the Client full particulars of any such conflict of interest which may arise.
- b. The Client reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Client, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Client under the provisions of the Contract. The actions of the Client pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Client.

2 SUPPLY OF SERVICES

2.1 The Services

The Contractor shall supply and, where relevant, provide Services in accordance with the Client's Requirements and the rest of the Contract during the Contract Period.

2.2 Provision and Removal of Equipment

- a. The Contractor shall provide all the Equipment necessary for the supply of the Services.
- b. The Contractor shall not deliver any materials or plant or Equipment nor commence any work on the Premises without obtaining prior Approval. Notwithstanding the foregoing, the Contractor shall, at the Client's written request, remove from the Premises any Equipment not required to deliver the Services.
- c. All Equipment or materials brought onto the Premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of or damage or loss to any Equipment or materials unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the Client's default. The Contractor shall provide for the haulage or carriage thereof by the Contractor, and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the Premises will remain the property of the Contractor.
- d. The Contractor shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition and keep stocks of materials at the required levels for the Services.
- e. The Contractor shall, at the Client's written request, at its own expense and as soon as reasonably practicable:
 - i remove from the Premises any Equipment or materials which in the reasonable opinion of the Client are either hazardous, noxious or not in accordance with the Contract; and substitute proper and
 - ii replace such item at the Contractor's expense as soon as reasonably practical.
- f. On completion of the Services the Contractor shall remove the Equipment together with any other materials used by the Contractor to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any Staff.
- g. Notwithstanding haulage and carriage arrangements described above, the Client will receive Goods and personnel at a staging camp, where the Contractor must take delivery when it is off-loaded by the Client. There will be no charges for the Client's services in this regard unless the transport requirements is the result of Contractor's error.

2.3 Manner of Carrying Out the Services

- a. The Contractor shall at all times comply with the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of Services has not been specified in the Contract, the Contractor shall agree the relevant standard of the Services with the Client prior to the supply of the Services and, in any

event, the Contractor shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.

- b. The Contractor shall ensure that all Staff supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.

2.4 Key Personnel

- a. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Client.
- b. The Key Personnel shall not be released from supplying the Services without the agreement of the Client, except by reason of long-term sickness, maternity leave or termination of employment and other extenuating circumstances.
- c. Any replacements to the Key Personnel shall be subject to the agreement of the Client. Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
- d. The Client shall not unreasonably withhold its agreement under clauses 2.4(b) or 2.4(c) Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse impact on the Contract which could be caused by a change in Key Personnel.

2.5 Contractor's Staff

- a. The Client may, by written notice to the Contractor, refuse to admit onto, or withdraw permission to remain on, the Premises:
 - i any member of the Staff; or
 - ii any person employed or engaged by any member of the Staff,

whose admission or continued presence would, in the reasonable opinion of the Client, be undesirable.

- b. At the Client's written request, the Contractor shall provide a list of the names and addresses of all persons who may require admission in connection with the Contract to the Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Client may reasonably request.
- c. The Contractor's Staff, engaged within the boundaries of the Premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Premises.
- d. The decision of the Client as to whether any person is to be refused access to the Premises and as to whether the Contractor has failed to comply with clause 2.5(b) shall be final and conclusive.

2.6 Licence to occupy Premises

- a. Any land or Premises made available from time to time to the Contractor by the Client in connection with the Contract, shall be made available to the Contractor on a non-exclusive licence basis free of charge. The Contractor shall use the Premises solely for the purpose of performing its obligations under the Contract. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract.
- b. The Contractor shall limit access to the land or Premises to such Staff as is necessary for that purpose and enable performing obligations under the Contract and the Contractor shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such land or Premises as the Client may reasonably request.
- c. Should the Contractor reasonably require modifications to the Premises, such modifications shall be subject to prior Approval and shall be instructed by the Client in writing. Following receipt of such notice, at the Contractor's expense, such modifications may be made.
- d. The Contractor is solely responsible for and shall (and shall ensure that its Staff shall) observe and comply with such rules and regulations as may be in force at any time for the use of such Premises as determined by the Client, and the Contractor shall pay for the cost of making good any damage to the Premises or any objects contained therein, other than fair wear and tear, which is caused by the Contractor or any its Staff, other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- e. The Parties agree that there is no intention on the part of the Client to create a tenancy of any nature whatsoever in favour of the Contractor or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Client retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.

2.7 Offers of Employment

For the duration of the Contract and for a period of 12 months thereafter neither the Client nor the Contractor shall employ or offer employment to any of the other Party's staff who have been associated with the procurement and/or the contract management of the Services without that other Party's prior written consent.

2.8 Contract Performance

The Contractor shall perform its obligations under the Contract:

- a. with appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
- b. in accordance with Good Industry Practice; and
- c. in compliance with all applicable laws.
- d. With safety and environmental awareness.

2.9 Property

- a. Where the Client issues Property free of charge to the Contractor such Property shall be and remain the property of the Client and the Contractor irrevocably licences the Client and its agents to enter any premises of the Contractor during normal business hours on reasonable notice to recover any such Property. The Contractor shall not in any circumstances have a lien or any other interest on the Property and the Contractor shall at all times possess the Property as fiduciary

agent and bailee of the Client. The Contractor shall take all reasonable steps to ensure that the title of the Client to the Property and the exclusion of any such lien or other interest are brought to the notice of all sub-contractors and other appropriate persons and shall, at the Client's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Client.

- b. The Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless the Contractor notifies the Client otherwise within five Working Days of receipt.
- c. The Contractor shall maintain the Property in good order and condition (excluding fair wear and tear), and shall use the Property solely in connection with the Contract and for no other purpose without prior Approval.
- d. The Contractor shall ensure the security of the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Client's reasonable security requirements as required from time to time.
- e. The Contractor shall be liable for all loss of, or damage to, the Property (excluding fair wear and tear), unless such loss or damage was caused by the Client's Default. The Contractor shall inform the Client within [2] Working Days of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

3 PAYMENT AND CONTRACT PRICE

3.1 Contract Price

- a. In consideration of the Contractor's performance of its obligations under the Contract, the Client shall pay the Contract Price in accordance with clause 3.2 (Payment and VAT).
- b. The Client shall, in addition to the Contract Price and following Receipt of a valid VAT invoice, pay the Contractor a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.

3.2 Payment, Taxes and Duties

- a. The Client shall pay all sums due to the Contractor within 30 days of Receipt of a valid invoice, submitted monthly in arrears.
- b. The Contractor shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documentation reasonably required by the Client to substantiate the invoice.
- c. Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- d. The Contractor shall add VAT to the Contract Price at the prevailing rate as applicable.
- e. The Contractor shall indemnify the Client on a continuing basis against any liability, including any interest, penalties or costs incurred which is levied, demanded or assessed on the Client at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under the Contract. Any amounts due under this clause 3.2(e) shall be paid by the Contractor to the Client not less than 5 Working Days before the date upon which the tax or other liability is payable by the Client.
- f. The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Contract under clause 8.2(c) (Termination on Default) for failure to pay undisputed sums of money.
- g. Withholding Tax

This clause provides information on withholding tax with regard to contract works in Botswana, but subject to the provisions of the relevant Botswana legislation and the Income Tax Act of Botswana (as amended) in particular and regulations, rulings and other forms of stipulations resulting from the act, which all take precedence over this contract clause. The introduction of this clause does not derogate in any way from the Contractor's obligations to adhere to and provide for all requirements of taxes and duties.

The Client shall deduct tax from payments as stipulated in the Income Tax Act of Botswana, as amended, and the Double Taxation Agreements in place between the Republic of Botswana and various other countries, as amended. The mentioned tax will be deducted by the Client from the total invoice value at rates not exceeding those stipulated in clauses 3.2(g)(i), 3.2(g)(ii) and

3.2(g)(iii) and shall be forwarded to the Commissioner of Taxes, Gaborone. The rates stipulated in clauses 3.2(g)(i), 3.2(g)(ii) and 3.2(g)(iii) may vary in accordance with amendments to the Income Tax Act of Botswana and / or the Double Taxation Agreements in place between the Republic of Botswana and various other countries and such variation of rate shall be applied by the Client and shall require no prior notice to the contractor.

- i In respect of contracts for construction operations which include erection, demolition, installation or assembly, site preparation, drilling or road works, 3% of the total invoice value will be deducted by the Client and forwarded to the Commissioner of Taxes. Such deduction of tax is applicable, whether such Contractors are resident or non-resident in the Republic of Botswana.
- ii In respect of contracts for the provision of services, tax will be deducted by the Client and forwarded to the Commissioner of Taxes at a rate of:
 - 0% of the total invoice value in the case of the Contractor providing services who is registered in the Republic of Botswana and provide such services from a Permanent Establishment (as defined in the respective Double Taxation Agreements between the Republic of Botswana and various countries) in the Republic of Botswana
 - 7.5% of the total invoice value in the case of the Contractor providing services who is registered in France or the United Kingdom;
 - 10% of the total invoice value in the case of the Contractor providing services who are registered in the Republic of South Africa, Seychelles and Barbados, and;
 - 15% of the total invoice value in the case of the Contractor providing services who are registered in Sweden, Namibia and Mauritius and all non-treaty countries.
- iii In respect of contracts in terms of which royalties are payable, tax will be deducted by the Client from the total gross amount of royalties payable and forwarded to the Commissioner of Taxes at a rate of:
 - 0% of the total gross amount of royalties payable to the Contractor resident in the Republic of Botswana;
 - 10% of the total gross amount of royalties payable to the Contractor suppliers resident in the Republic of South Africa, Barbados, France, Namibia, Seychelles, or the United Kingdom; and
 - 12,5% of the total gross amount of royalties payable to the Contractor suppliers resident in Mauritius; and
 - 15% of the total gross amount of royalties payable to the Contractor suppliers who are resident in Sweden or non-treaty countries.
- iv It is the responsibility of the Contractor to provide proof to the Client that the Contractor operates a Permanent Establishment in the Republic of Botswana and the Client shall, in its sole discretion, or written direction of the Commissioner of Taxes, decide whether a de facto Permanent Establishment is operated by the Contractor in the Republic of Botswana.

- v It is the responsibility of the Contractor to provide proof to the Client that the Contractor is a resident of the Republic of Botswana and the Client shall, in its sole discretion, decide whether the Contractor is a de facto resident of the Republic of Botswana.
 - vi In all instances where Tax is deducted by the Client, the Client will provide a certificate detailing the contract number, the Contractor and the amount of tax deducted in the prescribed form.
 - vii The Double Taxation Agreements in effect between the Republic of Botswana and various other countries provide in varying degrees and to various extents for the recovery of tax imposed in the Republic of Botswana from the tax authorities in those countries. It is the sole responsibility of the Contractor at all times to:
 - Determine whether a Double Taxation Agreement exists between the Republic of Botswana and the country in which the Contractor is registered and / or resident and keep abreast of the terms of such Double Taxation Agreement and any amendments thereto; and
 - Determine the manner in which income derived by the Contractor from the Republic of Botswana is taxed in the country in which the Contractor is registered and / or resident and keep abreast of any changes in such manner of taxation; and
 - Determine the manner in which income derived by the Contractor from the Republic of Botswana is taxed in the Republic of Botswana and keep abreast of any changes in such manner of taxation.
 - viii The Contractor shall be responsible to provide the Client with a directive from the Commissioner of Taxes as support for any deviation in the withholding tax rates set out above requested by the Contractor.
- h. Customs and Duties: The Contractor warrants that he is acquainted with the Customs and Excise Duty Act of Botswana as well as the Southern African Customs Union (SACU) agreement, and the tariffs related to the content of this contract, and has sufficiently and completely allowed for such costs in his prices, as required at the date of tender.

3.3 Recovery of Sums Due

- a. Wherever under the Contract any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of the Contract), the Client may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Contract or under any other agreement or contract with the Client.
- b. Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- c. The Contractor shall make all payments due to the Client without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Client to the Contractor.
- d. All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank as the recipient Party may from time to time direct.

3.4 Price adjustment on extension of the Initial Contract Period

- a. The Contract Price shall apply for the Initial Contract Period. In the event that the Client agrees to extend the Initial Contract Period pursuant to clause 6.8 (Extension of Initial Contract Period) the Client shall, in the 6 month period prior to the expiry of the Initial Contract Period, enter into good faith negotiations with the Contractor (for a period of not more than 30 Working Days) to agree a variation in the Contract Price.
- b. If the Parties are unable to agree a variation in the Contract Price in accordance with clause 3.4(a), the Contract shall terminate at the end of the Initial Contract Period.
- c. If a variation in the Contract Price is agreed between the Client and the Contractor, the revised Contract Price will take effect from the first day of any period of extension and shall apply during such period of extension.

4 STATUTORY OBLIGATIONS AND REGULATIONS

4.1 Prevention of Corruption

- a. The Contractor shall not offer or give, or agree to give, to the Client or any other public body or any person employed by or on behalf of the Client or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other contract with the Client or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract.
- b. The Contractor warrants that it has not paid commission or agreed to pay commission to the Client or any other public body or any person employed by or on behalf of the Client or any other public body in connection with the Contract.
- c. If the Contractor, its Staff or anyone acting on the Contractor's behalf, engages in conduct prohibited by clauses 4.1(a) or 4.1(b), the Client may:
 - i terminate the Contract and recover from the Contractor the amount of any loss suffered by the Client resulting from the termination, including the cost reasonably incurred by the Client of making other arrangements for the supply of the Goods and any additional expenditure incurred by the Client throughout the remainder of the Contract Period; or
 - ii recover in full from the Contractor any other loss sustained by the Client in consequence of any breach of those clauses.

4.2 Prevention of Fraud

- a. The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Contractor (including its shareholders, members and directors) in connection with the receipt of monies from the Client.
- b. The Contractor shall notify the Client immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.
- c. If the Contractor or its Staff commits Fraud in relation to this or any other contract the Client, or the group to which the Client belong, the Client may:
 - i terminate the Contract and recover from the Contractor the amount of any loss suffered by the Client resulting from the termination, including the cost reasonably incurred by the Client of making other arrangements for the supply of the Goods and any additional expenditure incurred by the Client throughout the remainder of the Contract Period; or
 - ii recover in full from the Contractor any other loss sustained by the Client in consequence of any breach of this clause.

4.3 Environmental Requirements

The Contractor shall, when working on the Premises, perform its obligations under the Contract in accordance with the Client's environmental policy, which is to conserve energy, water, wood, paper

and other resources, reduce waste and phase out the use of ozone depleting substances and minimize the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment. The Contractor will work closely with the Client to adhere to stringent requirements which are sensitive to the game park environment in which the main Premises are located.

4.4 Health and Safety

- a. The Contractor shall promptly notify the Client of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Client shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Premises and which may affect the Contractor in the performance of its obligations under the Contract.
- b. While on the Premises, the Contractor shall comply with any health and safety measures implemented by the Client in respect of Staff and other persons working there.
- c. The Contractor shall notify the Client immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- d. The Contractor will provide a Safety, Health and Environmental (SHE) Management Plan for Approval by the Client and execute it in conjunction with the Client's managers for SHE.

5 PROTECTION OF INFORMATION, SECURITY AND HUMAN RIGHTS

5.1 Confidential Information

- a. Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:
 - i. treat all Confidential Information belonging to the other Party as confidential and use all reasonable endeavours to prevent their Staff from making any disclosure to any person of any such Confidential Information; and
 - ii. not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of either Party's obligations under the Contract or except where disclosure is otherwise expressly permitted by the provisions of the Contract.
- b. Where it is considered necessary in the opinion of the Client, the Contractor shall ensure that Staff or such professional advisors or consultants give a confidentiality undertaking before beginning work in connection with the Contract. The Contractor shall ensure that its Staff, professional advisors and consultants are aware of the Contractor's confidentiality obligations under the Contract.
- c. The Contractor shall not use any Confidential Information it receives from the Client otherwise than for the purposes of the Contract.
- d. Nothing in clauses 5.1(a) to 5.1(c) shall prevent either Party from:
 - i. using any techniques, ideas or know-how gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights, or
 - ii. disclosing Confidential Information which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations.
- e. In the event that the Contractor fails to comply with clauses 5.1(a) to 5.1(c), the Client reserves the right to terminate the Contract with immediate effect by notice in writing.
- f. In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services under the Contract, the Contractor undertakes to maintain adequate security arrangements that meet the requirements of professional standards and best practice.
- g. The Contractor will immediately notify the Client of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services under the Contract and will keep a record of such breaches. The Contractor will use its best endeavours to recover such Confidential Information or data however it may be recorded. This obligation is in addition to the Contractor's obligations under clauses 5.1(a) to 5.1(c). The Contractor will co-operate with the

Client in any investigation that the Client considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.

5.2 Publicity, Media and Official Enquiries

- a. Neither Party shall make any press announcement or publicize the Contract or any part thereof in any way, except with the written consent of the other Party.
- b. Both Parties shall take reasonable steps to ensure that their servants, employees, agents, sub-contractors, suppliers, professional advisors and consultants comply with clause 5.5(a).

5.3 Security Requirements and Human Rights

- a. Secrecy

The Contractor shall not, without the prior written consent of the Employer and/or its agents, use, publish or disclose to any person, nor cause nor permit any of its employees, subcontractors employees or agents to use, publish or disclose any restricted information otherwise than for the performance of the contract. The Contractor shall ensure that its sub-contractors, servants or agents comply with the provisions of this clause.

The Employer and its agents and employees will not, without the prior written consent of the Contractor, publish any confidential information received from the Contractor, provided that the Contractor informed the Employer and its agents and employees in writing that the supplied information is confidential.

The Contractor shall not, without the prior written approval of the Contract Manager.

- i Take or permit to be taken any photograph of the site or of the services or any portion thereof.
- ii Publish, cause or permit to publish any article, story, or other material having any reference whatsoever to the services.
- iii Display any advertisements in connection with the services on the site or elsewhere.

The Non-Disclosure Undertaking in Clause 10 of the contract shall be signed as part of the contract.

The Contractor shall immediately return all restricted information, copies thereof and written material based on the restricted information, to the Employer at the request by the Employer.

The rights and obligations contained in these security requirements shall survive the completion, termination and/or cancellation of the contract, and shall remain binding on the Contractor and the Employer in perpetuity. Failure to comply with these will result in the appropriate legal action by either party.

- b. Security Clearance of Contractor's Personnel

Only security cleared and approved Contractor's employees will be permitted to enter the Employer's security area. The Contractor shall therefore, make application in prescribed form for security clearance for his employees that shall provide services on site, to the Employer's Security Services

Department not less than 14 calendar days, prior to the entering the Employer's premises. The security and other safety regulations in force at the Employer shall be strictly adhered to by the Contractor's employees entering and leaving the Employer's security area.

Any person entering the security area shall pass through the prescribed Employer's security entrances.

In terms of legislation, all persons and such persons belongings may be subject to search by the Employer's Security Services Department. Motor vehicles are also subject to search.

Any person leaving the security area shall submit himself and his personal effects to an examination by the security officer on duty. When selected, nobody shall be permitted to pass anything to anyone else in the proximity. Such a search may include the dismantling or taking apart of an article. Any search of a person will be carried out with regard to decency.

Any person who contravenes or fails to comply with any of the security provisions of the Employer, who refuses to be searched, or obstructs any security officer conducting a search shall be guilty of an offence and liable on conviction to fine or imprisonment.

Unless visitors, representatives and, Contractor's employees and associates accept the provisions herein contained freely and voluntarily, they shall be prohibited from entering the security area of the Employer and from introducing Contractor's equipment to the security area. The Contractor shall not be entitled to any claims for standing time or extension of time in the event of such prohibition.

Any person deemed to pose a risk to the security of the Employer may be removed from the Employer's premises by a security official and be refused re-entry. The removal and replacement costs of such person shall be for the Contractor's account.

All cleared persons accepting the security provisions of the Employer will be issued with a DTCB permit, as relevant, prior to entry into the Employer's security area(s), and shall produce such whenever required to do so by a member of the Security Services Department on the Employer's premises.

Contractor's equipment used inside the security area shall be made available for examination by the Employer's security officers prior to leaving the security area.

c. Revocation of Security Clearance

DTCB's Manager Security may at any time and at his sole discretion revoke the security clearance of any of the Contractor's employees without providing a reason thereof and the Contractor shall forthwith remove that person from site. The Contractor shall within a period not exceeding 14 (fourteen) calendar days replace such employee and the cost for the removal and replacement of such employee shall be for the account of and payable by the Contractor, as the case may be.

d. Restriction Regarding Movement on Site

Whilst on the Employer's premises the Contractor's employees shall, unless it is necessary for the provision of the services, be restricted to site and shall not enter any other part of the Employer's premises without the permission of Manager Security.

e. Control of Contractor's Equipment Brought to Site

Prior to the Contractor being permitted to take the Contractor's equipment to site, it will be examined by the Contract Manager to ensure that it is suitable for the services to be carried out and that it is in good working order.

Contractor's equipment found to be defective and inadequate for the services will be rejected by the Contract Manager and shall be replaced by the Contractor at the Contractor's cost. The Employer, in the event of such rejection and replacement will entertain no extension of time claims, or any claims of whatsoever nature as a result of the said rejection.

f. Control of Contractor's Equipment Leaving Site

Contractor's equipment brought to site with the intention of removing the same on completion of the call-off order will be subject to examination by the Employer's Security Services Department. Where such Contractor's equipment cannot be examined to the satisfaction of the Employer's Security Services Department it shall be left on the Employer's premises until such examination has been satisfactorily effected and completed.

g. Protection and Security

The Contractor undertakes and agrees to instruct the Contractor's employees to disclose to the Employer any information which comes to their attention and which could affect the protection and security of the Employer's assets. The Contractor further undertakes and agrees to take appropriate disciplinary action where the Contractor's employees fail to adhere to such instructions.

h. Anti-Money Laundering and Combating the Financing of Terrorism

The Employer is committed to compliance with all relevant legislation in the jurisdiction in which it operates, including legislation and guidelines related to the prevention of money laundering and the combating of the financing of terrorism. Accordingly, the Employer will cooperate with all the relevant authorities and bodies, and expects the Contractor to do the same.

It is an Employer policy to rely on the diligence and compliance of financial institutions together with the relevant financial intelligence legislation as regards the traceability of funds and the Employer expects the Contractor to apply the same caution. The Employer reserves the right in this regard to do whatever is necessary to perform due diligence, including verification of banking details, sources of funds, etc.

Should the Contractor have cause to suspect that the Employer might be or have been exposed to funds for which the source is doubtful, the circumstances must immediately be advised to the **Procurement Manager, Supply Chain**. The Employer further reserves the right to investigate and/or report any doubtful/suspicious transactions to whichever authorities that may need to be so advised.

i. International Human Rights, Principles and Codes of Conduct

All workers or individuals that are hired by the Employer to perform any work shall be evaluated for any credible prior involvement in human rights abuses and that involvement in human rights abuses will be reason for contract termination in terms of the provisions of this Agreement.

The Contractor warrants that it subscribes to the following International Declarations, Principles and Codes of Conduct:

- i The United Nations Global Compact (The Principles of the Global Conduct);
- ii The Universal Declaration of Human Rights;
- iii The Voluntary Principles on Security and Human Rights;
- iv The United Nations Code of Conduct for Law Enforcement Officials;
- v The United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials

The Contractor further warrants that:

- i All operations conducted by the Contractor on behalf of the Employer will be conducted within the confines of the laws and regulations of the country where the services are supplied;
- ii The manpower to be used by the Contractor have not been found guilty in a court of law of credibly implicated of any human rights abuses and it is acknowledged that any involvement in human rights abuses will be reason for contract termination;
- iii No employee working for the Contractor will undertake any activity to prevent loss to the Employer that infringes the human rights set forth in the Universal Declaration of Human Rights and International Humanitarian Law;
- iv All staff involved in operations conducted by the Contractor on behalf of any of the Authorised Users will be trained on how to prevent human rights abuses and how to protect human rights in their area of work as a condition of contract; and
- v The Contractor policies, standard operating procedures and practice regulating the daily operations of personnel contracted to any of the Authorised Users are based on the above-mentioned principles and codes of conduct.

5.4 Contractor's Staff

- a. The Client may, by written notice to the Contractor, refuse to admit onto, or withdraw permission to remain on, the Premises:
 - i any member of the Staff; or
 - ii any person employed or engaged by any member of the Staff,

whose admission or continued presence would, in the reasonable opinion of the Client, be undesirable.

- b. At the Client's written request, the Contractor shall provide a list of the names and addresses of all persons who may require admission in connection with the Contract to the Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Client may reasonably request.
- c. The Contractor's Staff, engaged within the boundaries of the Premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Premises.
- d. The decision of the Client as to whether any person is to be refused access to the Premises and as to whether the Contractor has failed to comply with security and access requirements shall be final and conclusive.

5.5 Intellectual Property Rights

- a. Subject to clause 5.5(g) below, all Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material (the "**IP Materials**"):
- i furnished to or made available to the Contractor by or on behalf of the Client shall remain the property of the Client; and
 - ii prepared by or for the Contractor on behalf of the Client for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract shall belong to the Client;

and the Contractor shall not, and shall ensure that the Staff shall not, (except when necessary for the performance of the Contract) without prior Approval, use or disclose any Intellectual Property Rights in the IP Materials.

- b. The Contractor hereby assigns to the Client, with full title guarantee, all Intellectual Property Rights which may subsist in the IP Materials prepared with reference to clause 5.5(g). This assignment shall take effect on the date of the Contract or as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Contractor. The Contractor shall execute all documentation necessary to execute this assignment.
- c. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced by the Contractor in the performance of the Contract.
- d. The Contractor shall ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Contract grants to the Client a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Client an authorized sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty free and irrevocable and shall include the right for the Client to sub-license, transfer, novate or assign to other Contracting Authorities, the Replacement Contractor or to any other third party supplying services to the Client.
- e. The Contractor shall not infringe any Intellectual Property Rights of any third party in supplying the Services and the Contractor shall, during and after the Contract Period, indemnify and keep indemnified and hold the Client harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Client may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim arises from:
- i items or materials based upon designs supplied by the Client; or
 - ii the use of data supplied by the Client which is not required to be verified by the Contractor under any provision of the Contract.
- f. The Client shall notify the Contractor in writing of any claim or demand brought against the Client for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Contractor.

- g. The Contractor grants to the Client a royalty-free, irrevocable and non-exclusive license (with a right to sub-license) to use any Intellectual Property Rights that the Contractor owned or developed prior to the Commencement Date and which the Client reasonably requires in order to use the Services and exercise its rights and take the benefit of this Contract.

6 CONTROL OF THE CONTRACT

6.1 Transfer and Sub-Contracting

- a. Except where 6.1(d) and 6.1(e) applies, the Contractor shall not assign, sub-contract or in any other way dispose of the Contract or any part of it without prior Approval. Sub-contracting any part of the Contract shall not relieve the Contractor of any of its obligations or duties under the Contract.
- b. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though they are its own.
- c. Where the Client has consented to the placing of sub-contracts, copies of each sub-contract shall, at the request of the Client, be sent by the Contractor to the Client as soon as reasonably practicable.
- d. Notwithstanding clause 6.1(a), the Contractor may assign to a third party ("**the Assignee**") the right to receive payment of the Contract Price or any part thereof due to the Contractor under this Contract (including any interest which the Client incurred under clause 3.2(f)). Any assignment under this clause 6.1(d) shall be subject to:
 - i reduction of any sums in respect of which the Client exercises its right of recovery under clause 3.3 (Recovery of Sums Due);
 - ii all related rights of the Client under the contract in relation to the recovery of sums due but unpaid; and
 - iii the Client receiving notification under both clauses 6.1(e) and 6.1(f).
- e. In the event that the Contractor assigns the right to receive the Contract price under clause 6.1(d), the Contractor or the Assignee shall notify the Client in writing of the assignment and the date upon which the assignment becomes effective.
- f. The Contractor shall ensure that the Assignee notifies the Client of the Assignee's contact information and bank account details to which the Client shall make payment.
- g. The provisions of clause 3.2 (Payment and VAT) shall continue to apply in all other respects after the assignment and shall not be amended without the Approval of the Client.
- h. Subject to clause 6.1(j), the Client may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
 - i any Contracting Authority; or
 - ii any other body established under statute in order substantially to perform any of the functions that had previously been performed by the Client; or
 - iii any private sector body which substantially performs the functions of the Client,provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.
- i. Any change in the legal status of the Client such that it ceases to be a Contracting Authority shall not, subject to clause 6.1(h), affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Client.

- j. If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause 6.1(f) to a body which is not a Contracting Authority or if there is a change in the legal status of the Client such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the “**Transferee**”):
 - i. the rights of termination of the Client in clauses 8.1 (Termination on change of control and insolvency) and 8.2 (Termination on Default) shall be available to the Contractor in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and
 - ii. the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Contractor.
- k. The Client may disclose to any Transferee any Confidential Information of the Contractor which relates to the performance of the Contractor’s obligations under the Contract. In such circumstances the Client shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Contractor’s obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.
- l. Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other party the full benefit of the provisions of the Contract.

6.2 Waiver

- a. The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
- b. No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause 1.5 (Notices).
- c. A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

6.3 Variation

- a. Subject to the provisions of this clause 6.3, the Client may request a variation to the Specification provided that such variation does not amount to a material change to the Specification. Such a change is hereinafter called a “Variation”.
- b. The Client may request a Variation by notifying the Contractor in writing of the Variation and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Contract Price is required in order to implement the Variation. The Client shall specify a time limit within which the Contractor shall respond to the request for a Variation. Such time limits shall be reasonable having regard to the nature of the Variation. If the Contractor accepts the Variation it shall confirm the same in writing.

- c. In the event that the Contractor is unable to accept the Variation to the Specification or where the Parties are unable to agree a change to the Contract Price, the Client may:
 - i allow the Contractor to continue to fulfill its obligations under the Contract without the Variation to the Specification;
 - ii terminate the Contract with immediate effect, except where the Contractor has already delivered all or part of the Services or where the Contractor can show evidence of substantial work being carried out to fulfill the requirement of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure detailed in Clause 9.2.

6.4 Severability

If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

6.5 Remedies in the Event of Inadequate Performance

- a. Where a complaint is received about the standard of Services or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Contractor's obligations under the Contract, then the Client shall notify the Contractor, and where considered appropriate by the Client, investigate the complaint. The Client may, in its sole discretion, uphold the complaint and take further action in accordance with clause 8.2 (Termination on Default) of the Contract.
- b. In the event that the Client is of the reasonable opinion that there has been a material breach of the Contract by the Contractor, then the Client may, without prejudice to its rights under clause 8.2 (Termination on Default), do any of the following:
 - i without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the Client that the Contractor will once more be able to supply all or such part of the Services in accordance with the Contract;
 - ii without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services; and/or
 - iii terminate, in accordance with clause 8.2 (Termination on Default), the whole of the Contract.
- c. Without prejudice to its right under clause 3.3 (Recovery of Sums Due), the Client may charge the Contractor for any costs reasonably incurred and any reasonable administration costs in respect of

the supply of any part of the Services by the Client or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services and provided that the Client uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

- d. If the Contractor fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Client shall instruct the Contractor to remedy the failure and the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 10 Working Days or such other period of time as the Client may direct.
- e. In the event that:
 - i the Contractor fails to comply with clause 6.5(d) above and the failure is materially adverse to the interests of the Client or prevents the Client from discharging a statutory duty; or
 - ii the Contractor persistently fails to comply with clause 6.5(d) above, the Client may terminate the Contract with immediate effect by notice in writing.

6.6 Remedies Cumulative

Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

6.7 Monitoring of Contract Performance

The Contractor shall comply with the monitoring arrangements set out in the Monitoring Schedule including, but not limited to, providing such data and information as the Contractor may be required to produce under the Contract.

6.8 Extension of Initial Contract Period

Subject to clause 3.4 (Price adjustment on extension of the Initial Contract Period), the Client may, by giving written notice to the Contractor not less than three (3) Month(s) prior to the last day of the Initial Contract Period, extend the Contract for a further period of up to twenty-four (24) Month(s). The provisions of the Contract will apply (subject to any adjustment to the Contract Price pursuant to clause 3.4 (Price adjustment on extension of the Initial Contract Period)) throughout any such extended period.

6.9 Entire Agreement

- a. The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.

- b. In the event of, and only to the extent of, any conflict between the clauses of the Contract, any document referred to in those clauses and the Schedules, the conflict shall be resolved in accordance with the following order of precedence:
 - i the clauses of the Contract;
 - ii the Schedules; and
 - iii any other document referred to in the clauses of the Contract

7 LIABILITIES

7.1 Liability, Indemnity and Insurance

- a. Neither Party excludes or limits liability to the other Party for:
 - i death or personal injury caused by its negligence; or
 - ii Fraud; or
 - iii fraudulent misrepresentation; or

- b. Subject to clauses 7.1(c) and 7.1(d), the Contractor shall indemnify the Client and keep the Client indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply the Services, or the performance or non-performance by the Contractor of its obligations under the Contract or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor.

- c. The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or willful misconduct of the Client or by breach by the Client of its obligations under the Contract.

- d. The Contractor shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Contractor.

- e. The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 (six) years following the expiration or earlier termination of the Contract.

- f. The Contractor shall hold Client's liability insurance in respect of Staff in accordance with any legal requirement from time to time in force.

- g. The Contractor shall give the Client, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

- h. If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the provisions of the Contract the Client may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

- i. The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of the Contractor to determine the

amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in clause 7.1(b).

7.2 Professional Indemnity

The Contractor shall effect and maintain appropriate professional indemnity insurance cover during the Contract Period and shall ensure that all agents, professional consultants and sub-contractors involved in the supply of the Services do the same. To comply with its obligations under this clause and as a minimum, the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent, sub-contractor or consultant involved in the supply of the Services has a limit of indemnity of not less than P2 000 000 for each individual claim [or such higher limit as the Client may reasonably require (and as required by law) from time to time]. Such insurance shall be maintained for a minimum of 6 (six) years following the expiration or earlier termination of the Contract.

7.3 Warranties and Representations

a. The Contractor warrants and represents that:

- i it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorized representative of the Contractor;
- ii in entering the Contract it has not committed any Fraud;
- iii as at the Commencement Date, all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Client prior to execution of the Contract;
- iv no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- v it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- vi no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;
- vii it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- viii in the 3 years prior to the date of the Contract:

- it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
- it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
- it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfill its obligations under the Contract.

8 DEFAULT, DISRUPTION AND TERMINATION

8.1 Termination on insolvency and change of control

- a. The Client may terminate the Contract with immediate effect by notice in writing where the Contractor is a company and in respect of the Contractor:
 - i a proposal is made for a voluntary arrangement to avoid liquidation.
 - ii a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
 - iii a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to insolvency legislation; or
 - iv a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - v an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
 - vi it is or becomes insolvent or commits an act of insolvency.

8.2 Termination on Default

- a. The Client may terminate the Contract by written notice to the Contractor with immediate effect if the Contractor commits a Default and if:
 - i the Contractor has not remedied the Default to the satisfaction of the Client within 25 Working Days, or such other period as may be specified by the Client, after issue of a written notice specifying the Default and requesting it to be remedied; or
 - ii the Default is not in the opinion of the Client, capable of remedy; or
 - iii the Default is a material breach of the Contract.
- b. In the event that through any Default of the Contractor, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the Client in respect of any charge levied for its transmission and any other costs charged in connection with such Default.
- c. If the Client fails to pay the Contractor undisputed sums of money when due, the Contractor shall notify the Client in writing of such failure to pay. If the Client fails to pay such undisputed sums within 90 Working Days of the date of such written notice, the Contractor may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where

the failure to pay is due to the Client exercising its rights under clause 3.3(a) (Recovery of Sums Due).

8.3 Consequences of Expiry or Termination

- a. Where the Client terminates the Contract under clause 8.2 (Termination on Default) and then makes other arrangements for the supply of Services, the Client may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Client throughout the remainder of the Contract Period. The Client shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under clause 8.2 (Termination on Default), no further payments shall be payable by the Client to the Contractor (for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the Client), until the Client has established the final cost of making the other arrangements envisaged under this clause.
- b. Subject to clause 7.1, where the Client terminates the Contract for its own commercial reasons, the Client shall indemnify the Contractor against any commitments, liabilities or expenditure which represent an unavoidable direct loss to the Contractor by reason of the termination of the Contract, provided that the Contractor takes all reasonable steps to mitigate such loss. Where the Contractor holds insurance, the Client shall only indemnify the Contractor for those unavoidable direct costs that are not covered by the insurance available. The Contractor shall submit a fully itemized and costed list of unavoidable direct loss which it is seeking to recover from the Client, with supporting evidence, of losses reasonably and actually incurred by the Contractor as a result of termination for the Client's own commercial reasons.
- c. The Client shall not be liable under clause 8.4(b) to pay any sum which:
 - i was claimable under insurance held by the Contractor, and the Contractor has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy;
 - ii when added to any sums paid or due to the Contractor under the Contract, exceeds the total sum that would have been payable to the Contractor if the Contract had not been terminated prior to the expiry of the Contract Period; or
 - iii is a claim by the Contractor for loss of profit, due to early termination of the Contract.
- d. Save as otherwise expressly provided in the Contract:
 - i termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
 - ii termination of the Contract shall not affect the continuing rights, remedies or obligations of the Client or the Contractor under the Contract and relevant legislation.

8.4 Disruption

- a. The Contractor shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Client, its employees or any other contractor employed by the Client.
- b. The Contractor shall immediately inform the Client of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- c. In the event of industrial action by the Staff, the Contractor shall seek Approval to its proposals to continue to perform its obligations under the Contract.
- d. If the Contractor's proposals referred to in clause 8.5(c) are considered insufficient or unacceptable by the Client acting reasonably, then the Contract may be terminated with immediate effect by the Client by notice in writing.

8.5 Recovery upon Termination

- a. On the termination of the Contract for any reason, the Contractor shall:
 - i immediately return to the Client all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or sub-contractors, which was obtained or produced in the course of providing the Services;
 - ii immediately deliver to the Client all Property (including materials, documents, information and access keys) provided to the Contractor under clause 2.9. Such property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);
 - iii assist and co-operate with the Client to ensure an orderly transition of the provision of the Services to the Replacement Contractor and/or the completion of any work in progress.
 - iv promptly provide all information concerning the provision of the Services which may reasonably be requested by the Client for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Client or the Replacement Contractor to conduct due diligence.
- b. If the Contractor fails to comply with clause 8.5.(a)(i) and 8.5.(a)(ii), the Client may recover possession thereof and the Contractor grants a licence to the Client or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted suppliers or sub-contractors where any such items may be held.
- c. Where the end of the Contract Period arises due to the Contractor's Default, the Contractor shall provide all assistance under clause 8.5(a)(iii) and 8.5(a)(iv) free of charge. Otherwise, the Client shall pay the Contractor's reasonable costs of providing the assistance and the Contractor shall take all reasonable steps to mitigate such costs.

- d. If the Contractor's proposals referred to in clause 8.5(c) are considered insufficient or unacceptable by the Client acting reasonably, then the Contract may be terminated with immediate effect by the Client by notice in writing.
- e. If the Contractor is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business of the Client, the Contractor may request a reasonable allowance of time and in addition, the Client will reimburse any additional expense reasonably incurred by the Contractor as a direct result of such disruption.

8.6 Force Majeure

- a. Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of one (1) Month, either Party may terminate the Contract with immediate effect by notice in writing.
- b. Any failure or delay by the Contractor in performing its obligations under the Contract which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Contractor.
- c. If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part as described in clause 8.6.a it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period for which it is estimated that such failure or delay shall continue.

9 DISPUTES AND LAW

9.1 Governing Law and Jurisdiction

Subject to the provisions of clause 9.2, the Client and the Contractor accept the exclusive jurisdiction of the Botswana courts and agree that the Contract and all non-contractual obligations and other matters arising from or connected with it are to be governed and construed according to the law of the Republic of Botswana.

9.2 Dispute Resolution

- a. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the [finance director (or equivalent)] of each Party.
- b. Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- c. If the dispute cannot be resolved by the Parties pursuant to clause 9.2(a) the Parties shall refer it to mediation pursuant to the procedure set out in clause 9.2(e) unless (a) the Client considers that the dispute is not suitable for resolution by mediation; or (b) the Contractor does not agree to mediation.
- d. The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Contractor and the Staff shall comply fully with the requirements of the Contract at all times.
- e. The procedure for mediation and consequential provisions relating to mediation are as follows:
 - i a neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to [an appropriate mediation provider] to appoint a Mediator.
 - ii The Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from [an appropriate mediation provider] to provide guidance on a suitable procedure.
 - iii Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

- iv If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorized representatives.
 - v If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts / [unless the dispute is referred to arbitration pursuant to the procedures set out in clause 9.2(f).
- f. Subject to clause 9.2(b), the Parties shall not institute court proceedings until the procedures set out in clauses 9.2(a) and 9.2(c) have been completed save that:
- i the Client may at any time before court proceedings are commenced, serve a notice on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause 9.2(g).
 - ii if the Contractor intends to commence court proceedings, it shall serve written notice on the Client of its intentions and the Client shall have 21 days following receipt of such notice to serve a reply on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause 9.2(g).
 - iii the Contractor may request by notice in writing to the Client that any dispute be referred and resolved by arbitration in accordance with clause 9.2(g), to which the Client may consent as it sees fit.
- g. In the event that any arbitration proceedings are commenced pursuant to clause 9.2(f):
- i the arbitration shall be governed by the provisions of the Arbitration Act of the Republic of Botswana;
 - ii the Client shall give a written notice of arbitration to the Contractor (the “**Arbitration Notice**”) stating:
 - that the dispute is referred to arbitration; and
 - providing details of the issues to be resolved;
 - iii The Association of Arbitrators (Southern Africa) (AASA) procedural rules in force at the date that the dispute was referred to arbitration in accordance with 9.2(g)(ii) shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
 - iv the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
 - v if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Client under clause 9.2(g)(ii) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the AASA;

- vi the arbitration proceedings shall take place in Gaborone and in the English language; and
- vii the arbitration proceedings shall be governed by, and interpreted in accordance with, Botswana law.

IN WITNESS of which this Agreement has been duly executed by the parties.

SIGNED for and on behalf of [**Client**]

Signature _____

Name _____

Position _____

Date _____

SIGNED for and on behalf of [**Contractor**]

Signature _____

Name _____

Position _____

Date _____

Authorised signature(s) of witness [**Client**]

Signature _____

Name _____

City/Town _____

Date _____

Authorised signature(s) of witness [**Contractor**]

Signature _____

Name _____

City/Town _____

Date _____

10 ANNEXURES

NON-DISCLOSURE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN

DIAMOND TRADING COMPANY BOTSWANA (PROPRIETARY) LIMITED

a company duly registered in Botswana

represented herein by XX

in his capacity as XXXX

(hereinafter referred to the Disclosing party)

And

XXXX a company duly registered in Botswana

represented herein by XXXX

in his capacity as XXX

(hereinafter referred to as the Receiving Party)

WHEREAS the disclosing party wishes to exchange information with the receiving party for the sole purpose of the receiving party to provide proof of concept for the proposed telephone management system at the disclosing party's premises

WHEREAS the Disclosing party desires that the Receiving party protects the confidentiality of such information

NOW THEREFORE the parties agree as follows:

1. DEFINITIONS

In this Agreement, the following terms will have the following meanings:

" Confidential Information" means any information which is confidential in nature or that is treated as being confidential by the Disclosing party, whether such information is or has been conveyed to a Receiving party orally or visually or in written or other tangible form, and whether such information is received or accessed by the Receiving party, directly or indirectly.

"Disclosing Party" means a party that discloses confidential information to the other party pursuant to this Agreement.

“**Receiving Party**” means a party that receives confidential information from the other party pursuant to this Agreement.

2. RECEIVING PARTY’S OBLIGATION

- a. To hold the confidential information in strict confidence and take all reasonable precautions to protect such information
- b. Not to disclose any confidential information or any information derived therefrom to any third party
- c. Ensure that its employees, agents or subcontractors to whom confidential information is disclosed or who have access to such information sign a nondisclosure agreement
- d. Not to make any use whatsoever at any time of such information except to evaluate internally its relationship with the Disclosing party
- e. Not copy or transmit in any manner such information

3. EXCEPTIONS

Notwithstanding anything to the contrary herein, the following will not constitute confidential information for the purpose of this agreement:

- a. Information that the Receiving party can show, by documentary and competent evidence, was known by it prior to the disclosure thereof to the Receiving party;
- b. Information that is or becomes generally available to the public other than as a result of disclosure directly or indirectly by a Receiving party in breach of this Agreement;
- c. Information of which the Disclosing party has authorised the unrestricted disclosure
- d. Information that a Receiving Party can show, by documentary and competent evidence, to have been developed independently by the Receiving party without using the Disclosing party’s confidential information;
- e. Information that becomes available to a Receiving party on a non-confidential basis from a source other than the Disclosing Party, provided that such a source is not in breach of its obligations of non-disclosure toward the Disclosing party

4. OWNERSHIP

All confidential information is and shall remain the property of the Disclosing party. Nothing in this Agreement is to be construed as granting a Receiving party any title or ownership of the Disclosing party’s confidential information.

5. GENERAL

Addresses for Service

The Parties choose as their addresses for all purposes under this agreement, whether in respect of notices or other documents or communications of whatsoever nature, the following addresses:

DTCB:

Physical : Plot 63016, Block 8, Gaborone

Postal : P/Bag 0074, Gaborone
Attention : XXXXX(PPOSITION)

The Contractor:

Physical : XXXXX
Postal : XXXXX
Attention : XXXXX

Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing and hand delivered or posted to the other party by prepaid registered or recorded mail.

SIGNED by and for **DIAMOND TRADING COMPANY BOTSWANA (PROPRIETARY) LIMITED**

on this _____ day of _____ 20____

Name: _____ Place: _____

Position: _____ Signature: _____

Witness Name: _____ Signature: _____

Date: _____

SIGNED by and for **XXXXX(name of info recipient company)**

on this _____ day of _____ 20____

Name: _____ Place: _____

Position: _____ Signature: _____

Witness Name: _____ Signature: _____

Date: _____

HUMAN RIGHTS DECLARATION

HUMAN RIGHTS DECLARATION BY THE MANAGEMENT OF XXXXX FOR DTCB

CERTIFICATE OF COMPLIANCE

It is hereby certified that the following International Declaration, Principles and Codes of Conduct are subscribed to:

- a. The United Nations Global Compact (The Principles of the Global Conduct).
- b. The Universal Declaration of Human Rights.
- c. The Voluntary Principles on Security and Human Rights.
- d. The United Nations Code of Conduct for Law Enforcement Officials.
- e. The United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials.

It is further certified that:

- a. The management of XXXXX will not unfairly discriminate in the administration of its business, directly or indirectly against any of its employees on one or more grounds, including race, gender, sex, pregnancy, marital status, ethnic or social origin, colour, sexual orientation, age, disability, religion, conscience, belief, culture, language and birth.
- b. The Company is committed to embracing the diversity of the people in its business activities both internally towards its staff and externally toward its customers, supplier, partner and stakeholders.
- c. The Company and its management will actively seek to purge from its business organisation, all forms of discrimination and abuse in pursuance of its principles.
- d. The Company and its management will endeavour at all times to ensure that the principles of equality, respect, transformation and the freedom of association are upheld.
- e. All operations conducted by XXXXX on behalf of the DTCB will be conducted within the confines of the laws and regulations applicable to any and all countries wherein these operations take place.
- f. The manpower which is utilised have not been found guilty in a court of law or credibly implicated of any human right abuses and it is acknowledged that any involvement in human rights abuses will be reason for contract termination.
- g. No employee working for XXXXX will undertake any activity to prevent diamond theft that infringes the human rights set forth in the Universal Declaration of Human Rights and international humanitarian law.
- h. All staff involved in operations conducted by XXXXX on behalf of the DTCB will be trained on how to prevent human rights abuses and how to protect human rights in their area of work as a condition of contract.
- i. The Company policies, standard operating procedures and practice regulating the daily operations of personnel contracted to the DTCB are based on the above-mentioned principles and codes of conduct

XXXXX will not use other third party companies and consultants, without the prior knowledge and permission of DTCB and with full adherence to the terms and conditions stipulated above.

Signature: _____ Date: _____