



Non Profit Company & Public Benefit Organisation (PBO) No. 930043293 CIPC Registration No: 2011/127140/08 VAT No: 4250264704

Postal Address: P.O. Box 57, Wellington, 7654, South Africa

Physical Address: Bowwood House, Vondeling, Voor Paardeberg Rd, Windmeul, Paarl, 7630

e-mail: jjohnsen@iafrica.com Tel: (27) 21 8698179 Mobile: (27) 72 4180577 Fax: 086 6668179 Web: www.psiprojects.co.za

Independent Contractor Agreement

INTERPRETATION AND DEFINITIONS

In this Agreement, unless the context otherwise indicates, the following words will have the following meanings:

- "This Agreement" means this Agreement together with the annexures thereto;
- "the Company" means ***K2011127140 trading as PSI Projects, and Vondeling Wine Estate***
- "the Contractor" means ***SAVOIA, a Contracting Entity offering Alien Vegetation Management Services***
- "the Service" means the service to be provided by the Contractor to the Company from time to time in the term of paragraph 2 of this Agreement;
- "the Commencement Date" means the date on which this agreement commences, as specified on the front of this form.
- "the Protected Parties" means the Company and its clients.
- Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females.
- The headnotes to the clauses in this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

This Independent Contractor Agreement ("Agreement") is made and entered into by the undersigned parties:

***The Company
represented by Bridget J***

and

***The Contractor
represented by Berry S***

In consideration of the promises, rights and obligations set forth below, the parties hereby agree as follows:

1. Term

The term of this Agreement shall begin on

10 May 2023

and continue until

10 June 2020

unless terminated earlier as set forth in this Agreement. The term of this Agreement may be extended by mutual agreement between the parties.

Directors:

JOHNSEN, BA (BVSc MS); ERASMUS, RA (Nat.Dip, Nat Cons); ALLARDICE, R (BTech Cons Forestry)



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2. Services

The Contractor will provide Alien Vegetation Clearing, in that Poplar will be cleared on the farm Vondeling Wine Estate in and around the stream bed to the south of Bowwood House

The Contractor shall take direction from **the Working for Water standards for clearing poplar** or as directed by PSI Projects :

- a. Foliar treatment of saplings (if not too late in season) using water-diluted Triclopyr herbicide or application to base of Cut stump, as indicated by Cape Nature, using herbicide Turbodor.
- b. Felling, transporting (tractor and trailer provided) and stacking of small unusable poplar and branches in area known as Horse Paddock 1 on north side of stream, as instructed, for burning.
- c. Felling of larger poplar with cross-cutting and stacking of logs in separate piles on south bank of stream, without obstructing road access around and within vineyards
 - suitable for planking (in 1.3 or 2.6m lengths, whichever is the longest, of straight sections), and
 - other sections as long as possible, for use in erosion management,to be carefully manually carried out of stream bed, if necessary by 2-3 workers
- d. if available, 12 straight logs of 7m length with thin end diameter being larger than 35mm, dragged out of stream bed to side of stream using chains and assistance from Vondeling , including mechanical, if required
- e. All vegetation will be removed with great care so as to minimise damage to the banks of the stream bed and its vegetation.
- f. Smaller trees will be removed first so that larger trees can be approached for felling with care, so as not to damage surrounding vegetation, and especially the larger indigenous trees.
- g. Felling and removal of large (350mm+ at base) poplars will be executed only AFTER approval given by landowner.

ABOVE JOBS will be done for R90 000, according to the SCOPE OF WORK attached here as Schedule B

Additional services or amendments to the services described above may be agreed upon between the parties, as an Addendum to this agreement, in writing.

3. Compensation

Subject to providing the services as outlined above, the Contractor will be paid a minimum deposit of R25000 and up to a maximum of R30 000, and the balance ***upon completion of the services***, including VAT. The Company will be invoiced ***upon completion of the services***, with payment due within 3 business days of receipt of the invoice.

4. Relationship

The Contractor will provide the Contractor's services to the Company as an independent contractor and not as an employee.

Accordingly:

- a. The Contractor agrees that the Company shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Pension Plan contributions on any amounts paid by

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the Company to the Contractor or amounts paid by the Contractor to its employees or contractors. The Contractor also agrees to indemnify the Company from any and all claims in respect to the Company's failure to withhold and/or remit any taxes, employment insurance premiums or Pension Plan contributions. As a legally independent entity, the Contractor carries all responsibility for UIF, COIDA, Health and Safety and other statutory requirements in respect of himself and his employees.

- b. The Contractor agrees that as an independent contractor, the Contractor will not be qualified to participate in or to receive any employee benefits that the Company may extend to its employees.
- c. The Contractor is free to provide services to other clients, so long as such other clients are not in competition with the Company and so long as there is no interference with the Contractor's contractual obligations to the Company.
- d. The Contractor has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the Company.

5. Confidentiality and Intellectual Property

The Contractor hereby acknowledges that it has read and agrees to be bound by the terms and conditions of the Company's confidentiality and proprietary information agreement attached hereto as Schedule "A" and which forms an integral part of this Agreement. If the Contractor retains any employees or contractors of its own who will perform services hereunder, the Contractor shall ensure that such employees or contractors execute an agreement no less protective of the Company's intellectual property and confidential information than the attached agreement.

The Contractor hereby represents and warrants to the Company that it is not party to any written or oral agreement with any third party that would restrict its ability to enter into this Agreement or the Confidentiality and Proprietary Information Agreement or to perform the Contractor's obligations hereunder and that the Contractor will not, by providing services to the Company, breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favor of any third party.

The Contractor hereby agrees that, during the term of this Agreement and for one (1) year following the termination hereof, the Contractor will not (i) recruit, attempt to recruit or directly or indirectly participate in the recruitment of any Company employee or (ii) directly or indirectly solicit, attempt to solicit, canvass or interfere with any customer or supplier of the Company in a manner that conflicts with or interferes in the business of the Company as conducted with such customer or supplier.

6. Termination

The independent contractor relationship contemplated by this Agreement is to conclude absolutely latest on

20 June 2023

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unless terminated earlier as set forth below. The Contractor agrees that no additional advance notice or fees in lieu of notice are required in the event the relationship terminates prior to this date, provided the work is completed to agreement of all parties

The Contractor agrees that the Company may terminate this Agreement at any time without notice or any further payment if the Contractor is in breach of any of the terms of this Agreement.

The Company may terminate this Agreement at any time at its sole discretion, upon providing to the Contractor **1** calendar days advance written notice of its intention to do so or payment of fees in lieu thereof.

The Contractor may terminate this Agreement at any time at its sole discretion upon providing to the Company **1** calendar days notice of Contractor's intention to do so, provided one third of the work outlined in this agreement has been completed. Upon receipt of such notice the Company may waive notice in which event this Agreement shall terminate immediately.

7. Facilities

- a. Workers are confined to within 20 m of the work area and may not wander around the surrounding farmland or roads when not working, during breaks
- b. Portable ablution facilities will be provided for use of all workers and contracting parties. Any human excrement detected in the area of contract work will attract a R5000 deduction from the final payment to the contractor.
- c. Water will be available at an outside tap, as indicated
- d. No citrus or vegetables may be picked from the residential kitchen garden.
- e. Workers are not to approach the residence or feed, frighten or engage with any animals that are the responsibility of the company. All bones or leftovers of food brought by the contracting team and consumed on the premises, must be taken home with the team on a daily basis.
- f. No traps are to be set nor fish, birds, small antelope, rodents, snakes, insects or wildlife to be injured, maimed or killed by the contracting team.
- g. Herbicide is to be diluted using appropriate spill-precautionary measures (hessian and ground sheet) and applied with the utmost care without wasting it or allowing it to run into stream bed.

8. Obligations Surviving Termination of this Agreement

All obligations to preserve the Company's Confidential Information, Intellectual Property and other warranties and representations set forth herein shall survive the termination of this Agreement.

9. Responsibilities and Duties

- a. The services may have been specified in general terms here, but the Contractor shall be bound by any further services as may be required by the Company after consultation with the Contractor, and reduced to writing.
- b. The Contractor hereby undertakes that he shall at all times during the continuance in force of this Agreement, observe the utmost good faith in the performance of his obligations as set out in this Agreement

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- c. In the performance of this Agreement, the Contractor shall at all times have due regard to and observe the regulations of the Company and administrative conditions, rules and regulations, as may be in existence in all areas of operation.

10. Entire Agreement

This Agreement, together with the Confidentiality and Proprietary Information Agreement, represents the entire agreement between the parties and the provisions of this Agreement shall supersede all prior oral and written commitments, contracts and understandings with respect to the subject matter of this Agreement. This Agreement may be amended only by mutual written agreement of the party.

11. Assignment

This Agreement shall inure to the benefit of, and shall be binding upon each party's successors and assigns. Neither party shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party.

12. Warranties

The Contractor warrants that he is legally able to conclude this agreement and to comply with its obligations covered in this Agreement to the satisfaction of the Company.

13. Dispute resolution

Any dispute arising from or in connection with this Agreement shall (with the exception of urgent relief claimed from a court of competent jurisdiction);

- a. in the first instance be referred to mediation acceptable to both parties; and
- b. failing resolution by mediation, shall be finally resolved in accordance with the rules of the Arbitration Foundation of South Africa by an arbitrator or arbitrators appointed by the Foundation; and
- c. the costs of such mediation and arbitration shall be shared by both parties, unless otherwise ordered by the arbitrator.

14. Sole Agreement

This Agreement constitutes the sole Agreement between parties and no representation not contained herein shall be of any force or effect between the parties.

15. Domicilium

The parties hereto choose *domicilia citandi et executandi* for all purposes of and in connection with this Agreement as follows:

- a. The Company: Bowwood House, Vondeling Wine Estate, Voor Paardeberg Rd, Windmeul, Paarl, 7646.
- b. The Contractor:

Directors:

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16. Assignment

This Agreement is personal as between the Company and the Contractor and neither the Company nor the Contractor may sell, assign, cede, transfer or hypothecate any of the rights or interests created under this Agreement or delegate any of the obligations or duties hereunder, unless agreed between the parties in writing.

17. Force majeure

No party will be liable for failure to perform any obligation in terms hereof in the event and to the extent that the failure is caused by force majeure.

18. Governing Law and Principles of Construction.

This Agreement shall be governed and construed in accordance with South African law. If any provision in this Agreement is declared illegal or unenforceable, the provision will become void, leaving the remainder of this Agreement in full force and effect.

19. Signatures

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first above written.

COMPANY REPRESENTATIVE

CONTRACTOR REPRESENTATIVE

Name: __Bridget J__

Name: __Berry S__

Date: __9 May 2020__

Date: __9 May 2023__

WITNESS:

WITNESS:

Name: _____

Name: _____

Date: __9 May 2020__

Date: __9 May 2023__

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Schedule "A"

CONFIDENTIALITY AND PROPRIETARY INFORMATION AGREEMENT

In consideration of your engagement as an independent contractor or consultant with **PSI Projects** (the "**Company**"), the undersigned (the "**Contractor**") agrees and covenants as follows:

1. Engagement with the Company as a Contractor ("**Engagement**") will give the Contractor access to proprietary and confidential information belonging to the Company, its customers, its suppliers and others (the proprietary and confidential information is collectively referred to in this Agreement as "**Confidential Information**"). Confidential Information includes but is not limited to employees, geography, buildings, security and know-how. All Confidential Information remains the confidential and proprietary information of the Company.
2. As referred to herein, the "Business of the Company" shall relate to the business of the Company as the same is determined by the Board of Directors of the Company from time to time.
3. The Map below refers to the work locations of this contract:



4. The Contractor may in the course of the Contractor's Engagement with the Company conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical documentation, hardware, know-how, plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored (referred to in this Agreement as "**Proprietary Property**"). The Company shall exclusively own, and the Contractor does hereby assign to the Company, all Proprietary Property which the Contractor conceives, develops or contributes to in the course of the Contractor's Engagement with the Company.

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5. The Contractor shall, both during and after the Contractor's Engagement with the Company, keep all Confidential Information and Proprietary Property confidential and shall not use any of it except for the purpose of carrying out authorized activities on behalf of the Company. The Contractor may, however, use or disclose Confidential Information which:

- (i) is or becomes public other than through a breach of this Agreement;
- (ii) is known to the Contractor prior to the date of this Agreement and with respect to which the Contractor does not have any obligation of confidentiality; or
- (iii) is required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided that Contractor informs the Company of such requirement in sufficient time to allow the Company to avoid such disclosure by the Contractor.

The Contractor shall return or destroy, as directed by the Company, Confidential Information, Proprietary Property and any other Company property to the Company upon request by the Company at any time. The Contractor shall certify, by way of affidavit or statutory declaration, that all such Confidential Information, Proprietary Property or Company property has been returned or destroyed, as applicable.

6. The Contractor covenants and agrees not to make any unauthorized use whatsoever of or to bring onto the Company's premises for the purpose of making any unauthorized use whatsoever of any trade secrets, confidential information or proprietary property of any third party, including without limitation any trade-marks or copyrighted materials, during the course of the Contractor's Engagement with the Company.
7. At the reasonable request and at the sole expense of the Company, the Contractor shall do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure the Company's ownership of the Proprietary Property, the Company property and all intellectual and industrial property rights and other rights in the same, including but not limited to providing to the Company written assignments of all rights to the Company and any other documents required to enable the Company to document rights to and/or register patents, copyrights, trade-marks, industrial designs and such other protections as the Company considers advisable anywhere in the world.
8. The Contractor hereby irrevocably and unconditionally waives all moral rights the Contractor may now or in the future have in any Proprietary Property.
9. The Contractor agrees that the Contractor will, if requested from time to time by the Company, execute such further reasonable agreements as to confidentiality and proprietary rights as the Company's customers or suppliers reasonably require to protect confidential information or proprietary property.
10. Regardless of any changes in position, fees or otherwise, including, without limitation, termination of the Contractor's Engagement with the Company, unless otherwise stipulated pursuant to the terms hereof, the Contractor will continue to be subject to each of the terms and conditions of this Agreement and any other(s) executed pursuant to the preceding paragraph.

Directors:

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11. The Contractor agrees that the Contractor's sole and exclusive remedy for any breach by the Company of this Agreement will be limited to monetary damages and in case of any breach by the Company of this Agreement or any other Agreement between the Contractor and the Company, the Contractor will not make any claim in respect of any rights to or interest in any Confidential Information or Proprietary Property.
12. The Contractor acknowledges that the services provided by the Contractor to the Company under this Agreement are unique. The Contractor further agrees that irreparable harm will be suffered by the Company in the event of the Contractor's breach or threatened breach of any of his or her obligations under this Agreement, and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the Contractor from engaging in or continuing any such breach hereof. Any claims asserted by the Contractor against the Company shall not constitute a defence in any injunction action, application or motion brought against the Contractor by the Company.
13. This Agreement is governed by the laws of South Africa and the parties agree to the non-exclusive jurisdiction of the courts of South Africa in relation to this Agreement.
14. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deleted and the other provisions shall remain in effect.

WHEREOF the Company and the Contractor have caused this Agreement to be executed as of the __9th__ day of __May_____, 2023__.

PSI PROJECTS

Name: Bridget Johnsen
Title: Managing Director

SAVOIA CONTRACTOR

Name: Berry Steenkamp Wessels

Directors:

JOHNSEN, BA (BVSc MS); ERASMUS, RA (Nat.Dip, Nat Cons); ALLARDICE, R (BTech Cons Forestry)



PAARDEBERG SUSTAINABILITY INITIATIVE

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Schedule "B"

Scope of Work

Directors:

JOHNSEN, BA (BVSc MS); ERASMUS, RA (Nat.Dip, Nat Cons); ALLARDICE, R (BTech Cons Forestry)