



04 March 2024

The Director

Trinity Metals Limited

Attention: Michael Jacklin
Tel: +27 82 826 2491
Email: michael.jacklin@trinity-metals.com

Dear Michael

4Flow Additional Users

Thank you for your interest in purchasing our software.

We are pleased to submit the following proposal for 50 additional 4Flow Users.

Solution	USD Unit rate	QTY	UOM	USD Amount
4Flow Additional Users (50)	3,336.00	1	Each	3,336.00
Total				3,336.00

Payment on acceptance of this proposal is \$3,336.00.

Please do not hesitate to contact me should you require additional information.

Yours faithfully

John Pretorius

Divisional Director SMC: 4Sight Systems (Pty) Ltd | Information Technologies



A. BUSINESS ASUMPTIONS

- 1.1. Software Assurance is paid and up to date.
- 1.2. On receipt of payment, software ordered will be delivered in 5 – 7 working days.
- 1.3. No implementation has been estimated for the installation of this quoted software. a services estimate can be included upon your request.
- 1.4. Users are computer literate and understand computer fundamentals.
- 1.5. Suitable computer hardware, data backup device, operating systems, database, network and other infrastructure is in place, sound and stable. 4Sight will be pleased to provide you with the minimum infrastructure specifications if required.
- 1.6. Estimated fees exclude taxes, levies, surcharges, travel and other disbursements.

B. CONTRACTUAL CONSIDERATIONS

General

- The terms and conditions of the Master Services Agreement (MSA) apply mutatis mutandis to this Service Schedule. It is agreed that the terms, definitions and provisions of the MSA shall prevail over this Service Schedule.
- An order for this proposal will only be accepted after the MSA has been signed by the Customer and 4Sight.
- In the event of a termination of the MSA in whole, all Services shall terminate simultaneously upon the date of termination of the MSA. The Customer shall remain liable for any Charges and Fees up to and including agreed termination date.
- This Service Schedule is in addition to the MSA and shall not operate as a novation or substitution of the MSA, it being the parties intention that the Service Schedule remain in full force and effect on the same terms and conditions, save to the extent that the Service Schedule is amended in the MSA.
- 4Sight reserves the right to cancel this Service Schedule should only part of the Service Schedule be accepted by the Customer.
- Non-Solicitation of Staff
 - It is specifically agreed between the Parties that they shall not directly or indirectly employ (whether on a contractual basis, permanent basis or by secondment) or solicit for employment, nor contract or offer to contract with, any employee, contractor or subcontractor of the other Party who is directly involved with this Agreement, whilst such person is employed, contracted or sub-contracted by the other Party or within 12 (twelve) months of such person ceasing to be an employee, contractor or subcontractor of the other Party, unless the hiring Party obtains the written consent of such other Party.
 - It is specifically agreed between the Parties that if a Party makes an offer of employment or contract (directly or indirectly) to any individual who is an employee or contractor of the other party and who is directly involved in the provision or receipt of Services in any manner, then the offering party will pay the other party a fee equal to the last 12 (twelve) months of total remuneration earned by the individual calculated on a "cost-to-company" basis.

Terms and Conditions

2. Taxes

- 2.1. All prices and rates included in this proposal exclude applicable duties, levies and sales taxes, except where specifically indicated.

3. Subscription software services

- 3.1. At contract signing, the following Charges and Fees are payable on presentation of the invoice:

- 3.1.1. Setup or initiation fee;
- 3.1.2. 1 (one) year subscription fee in advance;
- 3.1.3. The deposit for the Services, and
- 3.1.4. The optional Support Agreement a year in advance.

3.2. Subscription payments

- 3.2.1. After the initial payment, subsequent payment is due upon presentation of an invoice yearly in advance.
- 3.2.2. Services cannot commence or continue where payment has not been received.
- 3.2.3. Once the environment is created and running, costing will commence.

3.3. Termination

- 3.3.1. The Customer may terminate a Subscription, during the Subscription period, by providing at least 30 (thirty) days prior written notice to 4Sight Systems.
- 3.3.2. A termination will be effective at the end of the yearly Subscription cycle having regard for the notice period requirement.
- 3.3.3. The Customer must pay for the period up to and including the end of the yearly subscription cycle.
- 3.3.4. For committed Subscriptions and combined Subscriptions, the following applies:
 - 3.3.4.1. A Subscription with a 1 (one) month Subscription period or less may be terminated without any additional cancellation fee.
 - 3.3.4.2. A Subscription with a Subscription period greater than 1 (one) month, may be terminated provided that the Customer pays a cancellation fee equal to 60% (sixty percent) of the Subscription fees otherwise due for the remainder of the Subscription period, but for the termination.

4. Disbursements

- 4.1. Disbursements incurred by 4Sight in providing Services to the Customer are recoverable. These Services include travel, travel time, accommodation, subsistence and a daily out-of-town allowance.
- 4.2. Invoices for disbursements will be presented to the Customer and are payable within 30 (thirty) days of presentation.
- 4.3. The daily out-of-town allowance is payable when work is done outside Gauteng province. The allowance must be paid directly to the consultant(s) and is intended to cover "out-of-pocket" expenses and not to cover meals and subsistence.

5. Other

5.1. Rate of Exchange

- 5.1.1. Please take note that if we have offered licensing pricing in ZAR and Microsoft bills in USD, the amount you pay is determined by the date and the ZAR to USD exchange rate. Exchange rates are not relevant if you choose to pay for the license in USD.

- 5.1.2. Depending on the time the order is placed, 4Sight will issue an invoice in ZAR at the current exchange rate, and if payment is received within 24 hours of the invoice's issuance, that will be the pricing. Due to fluctuating exchange rates, 4Sight reserves the right to amend the licencing invoice should you experience a delay in processing the payment.

5.2. Ownership

- 5.2.1. Warranty and service callouts will only be carried out for Customers whose accounts are in good standing with 4Sight.

5.3. Validity

- 5.3.1. The terms of this Service Schedule will be valid for a period of 30 (Thirty) days.

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