



4SIGHT
SYSTEMS

Financial Response and Service Schedule for the GL and IC Adjustment Report

Prepared for



TRINITY
METALS

On

10 February 2025

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4SIGHT
SYSTEMS

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4Sight Systems (Pty) Ltd, Registration Number 1970/016009/07, a wholly owned subsidiary of 4Sight Holdings Limited

A. EXECUTIVE OVERVIEW

1. Thank you for expressing interest in our services. We value the opportunity to present a proposal tailored to meet your business' unique needs.
2. At 4Sight Systems (Pty) Ltd ("4Sight"), we understand that your business's success is intricately tied to the solutions you choose. As a premier provider of services, we don't just offer a solution; we extend a strategic partnership aimed at elevating your business to new heights.
3. Our team is available to address any questions you may have or provide additional information you require.
4. We look forward to the opportunity to collaborate and make a meaningful impact on your business and contribute to its continued success.

B. CHARGES AND FEES

1. Pricing Summary

INVESTMENT SUMMARY FOR:	Trinity Metals Limited	TOTAL
Total Investment		USD
Estimated Professional Services Fees		540
Estimated Total Project Cost (Excluding VAT)		540
Estimated Project Duration	Man Hours	Man Days
Professional Services	6 hours	1 days
Total Estimated Project Duration in Man Hours/Man Days	6 hours	1 days

2. Fees

2.1. Services

Estimated Professional Service Fees	Trinity Metals Limited		Total
DB Platform: Microsoft SQL	Hourly Rate	Hours	USD
GL and IC Adjustment (Entered and Posted by) Reports			
Services	USD 90	6	540
Estimated Professional Services*	USD 540		
Estimated Project Duration in Man Hours	6 Man Hours		
Estimated Project Duration in Man Days	1 Man Days		
*Estimated fees exclude taxes, levies, surcharges, travel and other disbursements.			

C. BUSINESS ASSUMPTIONS

3. Pricing Assumptions

- 3.1. Suitable computer hardware, data backup device, operating systems, database, network and other infrastructure is in place, sound and stable.
- 3.2. Estimated fees exclude taxes, levies, surcharges, travel and other disbursements.
- 3.3. Reports to be created
 - 3.3.1. GL Journals entered and posted by report
 - 3.3.2. IC Adjustments entered and posted by report

4. Disbursements

- 4.1. Standard charges may be agreed upon on a per-trip basis.
- 4.2. The standard charges for disbursements may be subject to periodic review and adjustment, and any changes shall be communicated to the Customer in writing.

Travel	travel by private transport (R 5.85 or \$ 0.85 per km) travel by public transport (flights, taxis or transfers is for Customer account or recovered by 4Sight with a 10% administrative fee
Travel time	50% of consultant hourly rate
Travel insurance	for Customer account or recovered by 4Sight with a 10% administrative fee
Accommodation	for Customer account or recovered by 4Sight with a 10% administrative fee
Subsistence	for Customer account or recovered by 4Sight with a 10% administrative fee
Out-of-town expenses	a daily rate of R 250 or \$ 25 shall be paid directly to the consultant or recovered by 4Sight with a 10% administrative fee
Communication expenses	for Customer account or recovered by 4Sight with a 10% administrative fee
Other expenses	for Customer account or recovered by 4Sight with a 10% administrative fee

D. GENERAL TERMS AND CONDITIONS

1. PROPOSAL ACCEPTANCE

- 1.1 The nature of the Service is set out in the proposal.
- 1.2 By signing the attached proposal acceptance or submitting an official purchase order, the Customer confirms acceptance of the proposal and/or agreement for the provision of the proposed services at the pricing and the conditions reflected in the proposal and/or agreement at the given proposal and/or agreement reference.
- 1.3 If not signed by 4Sight this proposal will be deemed to be a quotation, valid for a period of 30 (thirty) days from the date of authorised signature.

2. COMMENCEMENT

- 2.1 Service commencement date is subject to timely receipt of all relevant documentation and information required by 4Sight.
- 2.2 All dates of commencement of services shall be treated as approximate dates only, and the Customer shall not have any claim of whatsoever nature against 4Sight arising from any delay in delivery.

3. PAYMENT

- 3.1 The Customer shall make all payments for the Service within 30 (thirty) days of receipt of invoice by direct transfer into the bank account of 4Sight.

- 3.2 The Customer shall remit payment for the Software upon receipt of an invoice and adhere to a Cash-On-Delivery basis before the provisioning of the software
- 3.3 4Sight reserves the right to suspend services if payment is overdue.
- 3.4 Non-payment of Fees is considered a material breach of this Agreement.

4. FORCE MAJEURE

4Sight shall not be liable to the Customer for any failure to perform its obligations due to any circumstance beyond its control (including, without limitation, strikes, delays caused by any manufacture of goods or shipping agent, riots, civil unrest, war activity, embargo, fire, explosion, flood, epidemics, pandemics or natural causes) and in such event, 4Sight, may elect, by written notice, to cancel any agreement with the Customer, or elect that the time for performance shall be extended until such time as 4Sight can reasonably effect performance.

5. DISPUTES AND JURISDICTION

- 5.1 Any disputes in connection with the terms and conditions, as stated herein and any special condition of purchase applicable hereto, shall be submitted to the jurisdiction of the South African courts of law.
- 5.2 Any disputes shall first be submitted to the managing director (or equivalent

designation) of each involved Party for resolution, with a commitment to good faith to reach a solution. Should the managing directors be unable to resolve the dispute within 10 (ten) days of declaring it, either Party may, through written demand, refer the dispute to arbitration.

6. TERM OF CONTRACT

6.1 This Agreement is for an initial period of 1 (one) [day] (“**Initial Term**”) from the Effective Date.

6.2 This Agreement shall continue indefinitely after the Initial Term, unless terminated by either party giving 2 (two) calendar month(s) written notice of such intention.

7. GENERAL

7.1 All agreements contain the whole of the agreement between all parties and supersedes all proposals or prior contracts, whether oral or in writing. The Parties may enter into a bespoke agreement which makes provision for special conditions applicable to the Service.

7.2 The Parties commit to maintaining the confidentiality of all Confidential Information and agree to use such information exclusively for the purpose of fulfilling their obligations under this Agreement.

7.3 Both Parties agree to adhere to applicable data protection laws and regulations in the processing of any personal data exchanged during the course of this Agreement. Each Party shall implement appropriate measures to ensure the security and confidentiality of such data and shall not disclose or transfer it to third parties without the consent of the other Party, except as required for the performance of this Agreement or as mandated by law.

7.4 The Customer shall not transfer or cede any of its rights or obligations in terms hereof, in whole or in part, to any third party, including any subsidiary, without the prior written consent of 4Sight.

7.5 The Customer shall not without the prior written consent of 4Sight, either during or within 12 (twelve) months after termination or

cancellation of the Agreement for whatsoever reason directly or indirectly;

7.5.1 engage, employ or otherwise solicit for employment, any person who during the currency of this Agreement was engaged as an employee of 4Sight, or

7.5.2 encourage, procure or assist any distributor, agent, customer or supplier of 4Sight or any of its Affiliates to restrict, vary or cease its relationship with 4Sight or any of its Affiliates.

7.6 All Fees shall annually escalate on the anniversary date of the Effective Date.

7.7 Neither party shall be liable to the other for any indirect, consequential, special, punitive, or incidental damages, including but not limited to lost profits, business interruption, or loss of data, arising out of or related to this Agreement, even if advised of the possibility of such damages.

7.8 4Sight shall only be liable in respect of direct loss or damage which the Customer may sustain.

7.9 If 4Sight is found to be liable towards the Customer for any loss, damage or claim, such liability shall be limited to an amount no more than the fees paid by the Customer to 4Sight in the 12 (twelve) month period (or pro-rata shorter period, if applicable) immediately preceding the date on which 4Sight became liable for the relevant damage, loss or claim.

7.10 The Parties acknowledge and agree that their relationship pursuant to this Agreement is that of independent contractors. This Agreement does not establish a partnership, joint venture, agency, fiduciary, or employment association between the Parties.

7.11 No alteration or variation, consensual cancellation, or novation of this Agreement, including this clause and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorised representatives.