

CONSULTANCY AGREEMENT

BETWEEN

<name>

of

<address1>

<address2>

<address3>

3610

(hereinafter referred to as <name>)

AND

<Company name>

REG: <number>

Of

<Company Address>

<Company Address>

<Company Address>

<Company Address>

<Company Address>

(hereinafter referred to as <Company name>)

1. INTRODUCTION

<name> will appoint herself as a full time business-consulting contractor to <Company name> for the duration of this agreement. As such she will be responsible for assisting <Company name> in compiling specific product data for the <Project name> software application for implementation by <Company name>.

2. OBJECTIVE

This agreement sets out to define the responsibilities and duties of <name> in acting as consultant to <Company name>, as well as the terms relevant to the recovery of the time spent and the required levels of service.

3. SCOPE AND DURATION OF CONTRACT

The contract will remain in force from <period>, unless cancelled in writing, giving one months notice to the other party, by either party.

This contract will focus on the risk products offered by the companies as listed in clause 4 below, and the scope of the contract will include:

- 3.1. Attending meetings with regard to both current and future project issues;
- 3.2. Sourcing the data required by <Company name> to populate the underlying database for the <Project name> as developed by <Company name> and will include:
 - 3.2.1. <details of project tasks deliverables and measurable>
 - 3.2.2. <details of project tasks deliverables and measurable>
 - 3.2.3. <details of project tasks deliverables and measurable>
 - 3.2.4. Liaise with <Company name> to ensure legal and regulatory compliance in terms of the communication of the data collected.
 - 3.2.5. <details of project tasks deliverables and measurable>
 - 3.2.6. <details of project tasks deliverables and measurable>
 - 3.2.7. .
 - 3.2.8. .

4. COMPANIES TO BE INCLUDED IN THIS PHASE OF THE DATA COMPILATION

- 4.1. <if any external clients/companies need to be contacted>

5. OWNERSHIP AND COPYRIGHT

<Company name> retains the ownership of the copyright and all other intellectual property rights to the <Project name> software application in its entirety, including any enhancements, changes or modification made thereto for time to time.

<Company name> retains the ownership of copyright and all other intellectual property rights in the methodology of data presentation and the underlying data structures related to the manner in which the data is provided in terms of this contract.

6. TERMS OF AGREEMENT

<name> will be remunerated in ZAR at a rate of <R 00.00> (Rand) per month (exclusive of Value Added Tax if applicable), excluding any travel and accommodation costs outside the KwaZulu Natal Province of South Africa. This rate will remain in force for the duration of the contract, or until an amendment in writing thereto is made, and duly signed by both parties.

OR

<name> will be remunerated in ZAR at a rate of <R 00.00> (Rand) per hour (exclusive of Value Added Tax if applicable), excluding any travel and accommodation costs outside the KwaZulu Natal Province of South Africa. This rate will remain in force for the duration of the contract, or until an amendment in writing thereto is made, and duly signed by both parties.

7. PAYMENT

<name> will be responsible for furnishing <Company name> with an original invoice on a monthly basis. This invoice will be based upon delivery of the objective within the agreed timeline as approved by <Company name>, for confirmation and approval. Upon receipt of this invoice, <Company name> will arrange for the settlement in full thereof via electronic transfer into the designated bank account of <name>.

8. EXTRANEIOUS EXPENSES

Provided that there has been prior written acceptance by <Company name> of the occurrence of such, and <name> furnishes <Company name> with an invoice or such other document evidencing such expenditure, all reasonable travel and subsistence expenses incurred by <name> while rendering these consultancy services outside of the KwaZulu Natal Province of South Africa shall be paid by <Company name> as follows:

- a. Motor vehicle travel costs - all costs will be charged to <Company name> in accordance with the then applicable rates of the Automobile Association of Southern Africa. These costs will include parking;
- b. Where a visit to a location involves air travel, the travel charges will include the costs of all economy class tickets, all motor vehicle expenses spent in traveling to and from airports, taxi and motor vehicle expenses where no reasonable alternative exists, as well as parking expenses. No vehicles above class "J" may be hired for this purpose, unless otherwise agreed in writing by <Company name>.

In the event that <name> is required to reside overnight away from her normal place of residence, <Company name> will, subject to this clause 6, charge all reasonable accommodation costs to <Company name> which costs will include all accommodation and meal expenses. <name> will utilise hotels with a "star rating" no higher than 3-star.

9. ACCEPTANCE OF CONTRACT

The terms and conditions contained in this contract are accepted without reservation and exception by both parties to the contract, and are signed hereunder by their duly authorised representatives:

Signed at Pinetown on this the ____ day of _____ 2007 by:

For and on behalf of <name>: _____

As witnesses: 1 _____

2 _____

For and on behalf of <Company name>: _____

As witnesses: 1 _____

2 _____