

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into between:

CONTOUR TECHNOLOGY (PTY) LTD

(Reg. No. 1998/023920/07), represented by its Director ("Service Provider"),

and

PRINCE ALBERT LOCAL MUNICIPALITY

Represented by its Municipal Manager ("Municipality").

1. PURPOSE AND LEGAL EFFECT

This MOU regulates the contractual relationship between the Parties pending the conclusion of a formal Service Level Agreement ("SLA") and is intended to be legally binding and enforceable on the parties.

2. APPOINTMENT AND FINALITY

The Municipality confirms that, following the conclusion of tender No. 20 / 2026 (PROVISION AND ADMINISTRATION OF AN ELECTRICITY AND WATER PREPAYMENT VENDING SYSTEM FOR A CONTRACT PERIOD OF FIVE [5] YEARS) ("the Bid"), no objections, appeals, reviews, or challenges by any unsuccessful or competing bidder are presently active with the Municipality, nor are any such processes pending/contemplated or under consideration by the Municipality. The Municipality further confirms that the appointment of the Service Provider is final and binding, and that all contractual rights and obligations arising from such appointment have accordingly fully accrued.

3. INCORPORATION OF DOCUMENTS

This MOU must be read together with, and incorporates by reference, the Bid documentation and the Service Provider's proposal and pricing schedule accepted by the Municipality. In the event of conflict, this MOU shall prevail pending the conclusion of the SLA.

4. SERVICES AND PAYMENT

The Service Provider shall commence rendering services in accordance with the Bid and accepted proposal. All services rendered under this MOU are lawful and authorised. The Municipality shall compensate the Service Provider strictly in accordance with the accepted pricing and payment terms, and all valid invoices shall be paid within the prescribed payment period. No services shall be regarded as gratuitous or trial-based.

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Initial Municipality: _____

Initial Contour: _____

5. SLA CONCLUSION

The Parties shall use their best efforts to finalise and sign the SLA on or before 1 July 2026. Failure to conclude the SLA by this date shall not invalidate this MOU or any rights accrued hereunder. This MOU shall remain in force until replaced by the SLA.

6. RIGHTS AND TERMINATION

The Service Provider's contractual rights, intellectual property, and commercial interests are expressly reserved. This MOU may be terminated only by mutual written agreement or the conclusion of an SLA. Termination shall not affect payment for services already rendered.

7. This MOU shall be governed by the laws of the Republic of South Africa and shall become effective on the date of the last signature hereunder.

8. SIGNATURES

8.1. Signed for and on behalf of the Municipality:

_____ Date: _____

Name: _____

Designation: _____

Witness 1: _____ Witness 2: _____

8.2. Signed for and on behalf of the Service Provider:

_____ Date: _____

Name: _____

Designation: _____

Witness 1: _____ Witness 2: _____

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Initial Municipality: _____

Initial Contour: _____