

IMPALA PLATINUM LIMITED



REQUEST FOR SUPPLIER INFORMATION (RFI)

RFI
Number

A3913

Date

7 FEBRUARY 2024

Submit electronically to

Subash.Chetty@implats.co.za

And CC:

Impala.tenders@implats.co.za

Commodity:

RFCA: A3913 - CLEANING MATERIAL

Always use the **RFI number and Commodity in the Subject line** on email when sending documents/responses or queries.

Please note that the Economic Inclusion Centre (EIC) has facilities available to you where you can have access to printing, copying and scanning to assist in completing and submitting your RFI documents and attachments.

TABLE OF DEFINITIONS

<u>Abbreviation</u>	<u>Definition</u>
B-BBEE	Broad-Based Black Economic Empowerment
ED	Enterprise Development
EME	Exempt Micro Enterprises
ESD	Enterprise & Supplier Development
ESG	Environmental, Social, & Governance
Impala	Impala Platinum Limited – Rustenburg Operations
QSE	Qualifying Small Enterprises
RFI	Request for Information
RFP	Request for Proposal
SANAS	South African National Accreditation System
SD	Supplier Development
SLA	Service Level Agreement
SME	Small Medium Enterprises
SMME	Small Medium & Micro Enterprises
TOM	Target Operating Model

1. INTRODUCTION

- Inclusive procurement (IP), Enterprise and Supplier Development (ESD) are strategies aimed at promoting economic growth and social equity by actively engaging diverse suppliers and supporting the growth of small and historically disadvantaged suppliers.
- Impala Platinum Limited – Rustenburg Operations has embarked on a journey to integrate its approach to Inclusive Procurement (IP) and Enterprise and Supplier Development (ESD) and sustainably enhance its efforts for greater mine community value and impact.

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- To this end, Impala Rustenburg has embarked on a four-phased project to identify, validate, and establish a list of potential set-aside opportunities through methodically assessing Mine community capability and competency linked to identified procurement opportunities whereafter execution by the commercial team will commence for matched opportunities during the financial years 2024 and 2025.
- The first segment of Phase 1: Identification and Phase 2: Validation has been completed and through this Request For Information (RFI) are commencing with Phase 3: Market Assessment through RFI. This phase focuses on the execution of the market assessment on the initial identified opportunities and intends to achieve outcomes that will produce a potential list of opportunities that can be set-aside for the Mine community (Tier 1) suppliers moreover enable the development of targeted and fit for purpose ESD initiatives linked to the opportunity sets/commodity areas which would be further enriched by the conduct of supplier diagnostics.
- Through this phase, Impala Rustenburg operations, strives to engage more meaningfully through IP/ESD and share procurement opportunities well in advance to enable Mine community suppliers to be better positioned when the opportunity arise.

Please Note:

- 1.1 No pricing or proposal will be required at this stage. Only information reflected in this document is required.
- 1.2 Impala reserves the right to determine which companies will proceed to the next phase of this process without furnishing reasons for its decision.
- 1.3 This RFI does not constitute a commitment, implied or otherwise, that Impala will continue with any further procurement action.
- 1.4 Impala will not be responsible for or pay for any expenses or losses which the Supplier may incur in the preparation of a response to this RFI.
- 1.5 Impala reserves the right to award the work jointly to more than one successful respondent in part or in full.
- 1.6 THIS IS A REQUEST FOR INFORMATION (RFI) ONLY AND IS NOT A BID SOLICITATION. This RFI is issued solely for information and planning purposes – it does not constitute a Request for Proposal (RFP).
- 1.7 To fully comprehend the information contained within a response to this RFI, Impala may seek further clarification on that response. This clarification may be requested by means of e-mail issued from ProcureSense.

2. SUBMISSION DETAILS

- 2.1 Respondents with relevant experience and capability are invited to submit their documents for the RFI.
- 2.2 Supplier Packages must be submitted electronically as further detailed below:

RFI Reference No.	A3913
Description of RFI	Cleaning Material

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Email address	Subash.Chetty@implats.co.za & Implats.Tenders@implats.co.za
Closing date	22 February 2024 at 13h00 (1pm)
<i>Please note that the Economic Inclusion Centre (EIC) has facilities available to you where you can have access to printing, copying and scanning to assist in completing and submitting your RFI documents and attachments.</i>	

- 2.3 Always use **the RFI number and Commodity in the Subject line** on email when sending documents/responses or queries.
- 2.4 To qualify for the next phase of the process, Impala will take the following into consideration:
- 2.4.1 Meeting the minimum submission requirements of and answer all of Annexure B, C, D, E & F.
- 2.4.2 B-BBEE and Mine Communities – apart from being a BEE compliant supplier (>25% HDP and B-BBEE Recognition level 4 or better) further preference will be given to suppliers who are:
- ≥51% HDP Owned and Controlled
 - ≥51% Black Women Owned and Controlled
 - ≥51% Black Youth Owned and Controlled
 - Suppliers that have a physical business address within the local areas
- 2.4.3 Contactable references.
- 2.5 Omissions or late delivery of the above Annexures and required compulsory documentation may lead to disqualification of your participation from the process.
- 2.6 **Respondents accept that in submitting the accompanying RFI documents, disclosures and any other documentation, do hereby understand that the accompanying submission will be disqualified should the disclosures, answers, documentation and RFI documentation be found not to be true and not complete in every respect.**
- 3. SCOPE OF WORK**
- 3.1 The scope of work is detailed in Annexure A. Please use this Annexure to complete the Annexure G – Capability list attached separately.
- 4. COMPULSORY DOCUMENTATION**
- 4.1 In confirming your interest in potentially participating in the above process, you are required to complete on form and submit the following documentation **electronically to the Email address, as stated in paragraph 2.2.**
- 4.1.1 Completed Annexure B - Supplier's Details (Complete on form) & All Supporting Documentation;

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- 4.1.2 Completed Annexure C - Technical Information (Complete on form) & All Supporting Documentation;
- 4.1.3 Completed Annexure D – Business Operations Questionnaire (Complete on form);
- 4.1.4 Completed Annexure E – Business Growth Questionnaire (Complete on form); and
- 4.1.5 Completed Annexure F – Signed Non-Disclosure Agreement.

5. QUERIES / CLARIFICATIONS

- 5.1 All queries relating to this RFI must be submitted to **the e-mail address as indicated in paragraph 2.2**
- 5.2 Queries will not be responded to if delivered elsewhere.

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ANNEXURE A: SCOPE OF WORK

PLEASE DO NOT SUBMIT PRICING (DO NOT QUOTE) ON THE ITEMS. ACCORDING TO ANNEXURE A, YOU MUST INDICATE PER ITEM, YOUR CAPABILITY. PLEASE NOTE THE REFERENCES IN ANNEXURE C MUST RELATE THE THE BELOW SCOPE OF WORK.

1. PRODUCT LIST

FULL DESCRIPTION	UOM	Estimated volume per annum
Soap: Laundry: FFT Powdered, Lsd 100	BAG	3302
Detergent: General Purpose: Physical Form: Powder; Container Type and Size: Bag 10 Kg; Standard Data: SABS 650	BAG	2579
Soap: Toilet: Supply Package Type: Pkt; Unit of Issue Weight: 100G; Physical Form: Cake; Quantity Within Each Unit Package: 72 Cakes	PAC	2163

2. QUANTITIES, MASSES, VOLUMES, DISTANCES OR VALUES

Quantities, masses, volumes, distance or values cannot be guaranteed. Delivery Instructions will be issued by entities constituting the PRINCIPAL strictly on an “as and when required” basis.

3. MANUFACTURING SPECIFICATIONS AND STANDARDS

In the event of the CONTRACTOR changing the manufacturing specifications and/or standards of the goods supplied, irrespective of whether such changes have an effect on the form or fit or function of the goods, the CONTRACTOR undertakes to inform the PRINCIPAL in writing of such changes prior to the implementation of the changes

The PRINCIPAL reserves the right to refuse to accept delivery or having accepted delivery to reject and return such goods. Should the CONTRACTOR deliver any Goods which do not comply with the CONTRACT Specification, the PRINCIPAL shall have the right to refuse to accept delivery or, having accepted delivery, to reject such Goods In the event of such refusal or rejection the PRINCIPAL shall be entitled without prejudice to its rights in terms.

4. NON-EXCLUSIVENESS OF THE RESULTANT CONTRACT

Although the PRINCIPAL's policy is to honour CONTRACTS awarded, the award of this CONTRACT shall not create any exclusive right to the benefit of the CONTRACTOR. The PRINCIPAL shall reserve the right to award work outside of the CONTRACT from time to time, mostly for trial and test purposes, without infringing on the sanctity of the contract.

5. STOCKHOLDING

The CONTRACTOR shall liaise with the PRINCIPAL and shall ensure that the minimum stockholding required by the PRINCIPAL be held at all times on its behalf.

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6. DELIVERY / LEAD TIME

A lead time of 7 calendar days are applicable to all items on the contract.

7. PERSONAL PROTECTIVE EQUIPMENT

The CONTRACTOR shall ensure that its workmen are equipped with the correct Personal Protective Equipment per category of work performed as directed by the Mines Health and Safety Act, Trade Specifications and in accordance with PRINCIPAL'S Code of Practice. The PRINCIPAL shall reserve the right to remove or order the CONTRACTOR to remove any person who does not comply with the above, and any costs incidental to the above shall be borne by the CONTRACTOR.

8. ENVIRONMENTAL PHILOSOPHY

The PRINCIPAL is subject to a Waste Management Procedure which is aligned with ISO 14001, and the National Waste Management Strategy. The CONTRACTOR shall strictly adhere to this procedure.

The CONTRACTOR shall comply with all standards, procedures, rules, regulations, codes of practice and instructions regarding safety and environment of the PRINCIPAL and all persons whose property and/or rights may be affected in any way by the execution of the CONTRACT. Where the PRINCIPAL is statutorily liable for environmental or safety offences committed by the CONTRACTOR, the PRINCIPAL will be indemnified by the CONTRACTOR for any financial loss incurred by the PRINCIPAL as a result of the CONTRACTOR'S offence.

The PRINCIPAL shall at all times be entitled to monitor whether the CONTRACTOR complies with all such measures in respect of safety, health and environment. Such action by the PRINCIPAL will not relieve the CONTRACTOR from or limit the CONTRACTOR liabilities and responsibilities in terms of the CONTRACT.

The prevention of accidents, environmental incidents, safety and environmental performance and adherence to sound and safe, including environmentally sound and safe, work standards and practices are essential to the PRINCIPAL. The CONTRACTOR shall during the execution of the CONTRACT co-operate with the PRINCIPAL in all respects to prevent accidents / incidents and improve the safety and environmental performance of the PRINCIPAL. In this respect the CONTRACTOR and all its employees shall, while on SITE or involved in the execution of the CONTRACT WORKS, strictly adhere to all applicable statutory safety and health and environmental requirements as well as to the Codes of Practice, Policies and Procedures of the PRINCIPAL relating to safety and health and environment applicable to any SITE and/or to the CONTRACT WORKS.

The CONTRACTOR and all its employees or persons working for or on behalf of the CONTRACTOR shall attend compulsory induction sessions presented by the PRINCIPAL where required. Should any injury, damage, or loss be caused by an infringement that may be attributed to the CONTRACTOR and/or its employees of any above-mentioned requirement to any person or thing or by any person who did not attend the required session, the PRINCIPAL shall not be held liable in any way and is completely indemnified by the CONTRACTOR for all such injury, damage and/or loss.

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In addition to any statutory obligations, the CONTRACTOR shall report every accident and/or environmental incident occurring during the execution of the CONTRACT to the PRINCIPAL immediately, but not later than the end of the shift during which the accident / incident occurred, whether such accident / incident is in respect of damage to persons, property or things. The report shall be in writing and shall contain full details of the occurrence. The PRINCIPAL shall be entitled to investigate either on the site or elsewhere as to the cause and consequences of any such accident / incident and the CONTRACTOR shall give the PRINCIPAL consent and full co-operation for any investigation, to temporarily impound anything or any property for such an investigation and to interview any employee or any person for the purpose of the investigation.

9. HAZARDOUS SUBSTANCES

Should any of the goods to be supplied in terms of this CONTRACT be of a hazardous nature, the CONTRACTOR shall take special care to comply with all statutes, regulations or rules relating to hazardous substances and shall in particular ensure that the following are complied with:

the "Hazardous Substances Act" (Act No. 15 of 1973) as amended;

9.1 the "Schedule of Hazardous Substances" (Government Gazette 1984-12-21) as amended; and

9.2 the regulations governing the conveyancing of hazardous substances by road tanker, in which instance the following procedure will apply:

9.3 The CONTRACTOR shall:

- 9.3.1. supply written specifications regarding the necessary transfer equipment;
- 9.3.2. supply technically orientated personnel to check the safety of the transfer facility prior to the first delivery;
- 9.3.3. supply an empty tanker as a 'dummy run' to ensure the safety and effectiveness of the transfer facility; and
- 9.3.4. Ensure that the deliveries are Undertaken during the hours of daylight.

10. PACKAGING AND HAZARDOUS CHEMICALS

The CONTRACTOR shall log its Hazardous Chemicals Data Sheets with the PRINCIPAL'S Health Safety and Environmental Department prior to commencement of any work and shall supply the PRINCIPAL with documented proof of safe disposal as described for that category of waste.

The CONTRACTOR is herewith notified that in terms of the above the generator of the waste remains responsible for the environmental, health and safety consequences of such waste throughout its life cycle.

Removal, recycling and/or safe disposal as the case may be of packaging

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materials and waste shall therefore remain the CONTRACTOR'S responsibility.

Notwithstanding any clause/clauses contained in the Implats General Conditions of CONTRACT Rev 2, non-compliance or contravention of any of the above shall render the CONTRACT terminable with immediate effect.

As per the above, please indicate the brand that will be supplied. Note that Impala is focused on the environment and green procurement, therefore it is important for us to understand if the Chemical supplied, are SABS certified:

Capabilities		
Please identify your capabilities in respect of the following headings whether these areas of work are carried out within the core business of your Company or whether they are outsourced. Please indicate if the capability is possessed.	Capability % in this field	Please indicate if the capability is possessed): <ul style="list-style-type: none"> • Not available (e.g. do not operate in this field) • In House (principally via directly employed personnel) • Outsourced (via an agreement between your company and another partner)
<ul style="list-style-type: none"> • Soap: Laundry: FFT Powdered, Lsd 100 		
<ul style="list-style-type: none"> • Detergent: General Purpose: Physical Form: Powder; Container Type and Size: Bag 10 Kg; Standard Data: SABS 650 		
<ul style="list-style-type: none"> • Soap: Toilet: Supply Package Type: Pkt; Unit of Issue Weight: 100G; Physical Form: Cake; Quantity Within Each Unit Package: 72 Cakes 		

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ANNEXURE B: SUPPLIER'S DETAILS

Please complete the questionnaire as accurately as possible, restricting your answers to the space allowed after each question unless stated otherwise. Should you wish to provide additional information to support the completed questionnaire then please do so. The information supplied will be treated in the strictest confidence and distribution shall be limited to the Impala Platinum Limited only.

The following must be completed, and the compulsory documents attached where required, and submitted as your SUPPLIER PACKAGE.

1. Supplier's Details				
1.1	Supplier name			
1.2	Contact person			
1.3	Address			
1.4	Telephone number			
1.5	Cell number			
1.6	Email address			
1.7	Name of Community/Local Area (for example: Bobuampya or Chaneng or Freedom Park etc.)			
2.	Company Documents	Detail if attached		Comments
		Yes	No	
<i>Compulsory Documentation</i>				
2.1	Company Registration Documents (CIPC)			COMPULSORY
2.2	Valid Tax Clearance Certificate and PIN			COMPULSORY
2.3	Valid SANAS BEE Certificate or Sworn Affidavit (Commissioned before a Commissioner of Oaths)			COMPULSORY
2.4	Proof of address of office or workplace i.e., Utilities Bill, Levy Bill, Lease etc. as well as Kgosana letter (Bafokeng Villages) or Ward Cllr letter (Seraleng, Meriting and Freedom Park)			COMPULSORY

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2.5	Proof of valid banking details (Not older than three-months of this submission)			COMPULSORY
2.6	Company profile			COMPULSORY
2.7	Annual Financial Statements or Management Accounts			COMPULSORY
2.8	Workmen's Compensation Certificate (COIDA certificate) (Letter of good standing from Compensation Commissioner): Department of Labour OR Rand Mutual Assurance			COMPULSORY
2.9	Company Insurance Policy			COMPULSORY
2.10	Safety & Environmental Policy			COMPULSORY
2.11	Quality Assurance Certification or Policy			COMPULSORY
2.12	Reference Letters			COMPULSORY
2.13	Shareholder's Certificates & Director's ID documents			COMPULSORY
2.14	Proof of business address			COMPULSORY
2.15	Kgosana Letter or Proof of Address			COMPULSORY
2.16	MSDS Sheet: Soap: Laundry: FFT Powdered, Lsd 100			COMPULSORY
2.17	MSDS Sheet: General Purpose: Physical Form: Powder; Container Type and Size: Bag 10 Kg; Standard Data: SABS 650			COMPULSORY
2.18	MSDS Sheet: Soap: Toilet: Supply Package Type: Pkt; Unit of Issue Weight: 100G; Physical Form: Cake; Quantity Within Each Unit Package: 72 Cakes			COMPULSORY
Additional information:				
2.16	Please indicate if:			
2.16.1	<ul style="list-style-type: none"> your company is >51% black-owned and controlled? 			
2.16.2	<ul style="list-style-type: none"> your company is >51% youth-owned and controlled? 			

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2.16.3	<ul style="list-style-type: none">• your company is >51% women-owned and controlled?			
2.16.4	<ul style="list-style-type: none">• Are any of your shareholders/directors a member of the Royal Bafokeng Nation?			If yes, please attach the Kgosana letter – COMPULSORY
2.16.5	<ul style="list-style-type: none">• Are any of your shareholders/directors from the community of Freedompark, Seraleng or Meriteng?			If yes, please attach your Proof of Residence - COMPULSORY

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ANNEXURE C: TECHNICAL INFORMATION

TECHNICAL INFORMATION:

1. Company Contacts				
Please advise the names of the following:		<u>Telephone</u>	<u>Mobile</u>	<u>Email</u>
Company Chairman / President				
Managing Director				
Other points of contact: <i>(add more rows if required)</i>				
<u>Name</u>	<u>Position</u>			
	Contracts Director			
	Financial Director			
	Technical Director			

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2. Other Office Locations

Office Name: Address: Town: Province: Post Code: Tel: Fax: E-Mail Web Address <u>Add more rows if required</u>	Office Name: Address: Town: Province: Post Code: Tel: Fax: E-Mail Web Address
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Minimum Proof: Company Registration Documents

3. Financials

Financial Year	2020/2021	2021/2022	2022/2023
Year End Date			
Annual Turnover – (Rands)			
Profit after tax – (Rands)			

Minimum Proof: Annual Financial Statements or Management Accounts

4. Years of Operation

How long has your organization been in operation		Attach company profile
• Less than 1 year		
• Between 1 and 2 years		
• Between 2 and 4 years		
• More than 4 years		

Minimum Proof: Company Profile

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5. Insurances			
Do you have the following insurance?	Yes / No	Amount of Cover	Attach details of each policy
Public Liability			
Workman's Compensation - COIDA		Attach COIDA Certificate	
Professional Indemnity Insurance			

Minimum Proof: Copy of Policy and COIDA Certificate

6. References
Please list a suitable number of references over the previous three years that you consider best represents your companies' capability of delivering quality projects/services/products on time. Please confirm that you have no objection to Impala Platinum Limited contacting people or companies that you list. Use the attached sheets as required.

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1	Project:		Method of Procurement:	
	Contract Value – Rands			
Client Contact Details:				
	Commencement & Completion:			
Project particulars and nature of work undertaken:				

2	Project:		Method of Procurement:	
	Contract Value – Rands			
Client Contact Details:				
	Commencement & Completion:			
Project particulars and nature of work undertaken:				

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3 Project:		Method of Procurement:	
Contract Value – Rands			
Client Contact Details:			
Commencement & Completion:			
Project particulars and nature of work undertaken:			

Minimum Proof: Reference letters, if possible

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ANNEXURE D: BUSINESS OPERATIONS

Please complete the questionnaire as accurately as possible, restricting your answers to the space allowed after each question unless stated otherwise. Should you wish to provide additional information to support the completed questionnaire then please do so. The information supplied will be treated in the strictest confidence and distribution shall be limited to the Impala Platinum Limited only.

The following must be completed, and the compulsory documents attached where required, and submitted as your SUPPLIER PACKAGE.

	QUESTION	TICK YOUR ANSWER			
		More than 3 staff and all have Degrees/ Diplomas	More than 3 staff and all have a Matric certificate	More than 3 staff and no qualification	Less than 3 staff
1.	Number of staff and highest qualification for each?	More than 3 staff and all have Degrees/ Diplomas	More than 3 staff and all have a Matric certificate	More than 3 staff and no qualification	Less than 3 staff
2.	What are your core products or services?	Fully aligned to required product/ service	Partially aligned to required product/ service	Not aligned to required product/service	
3.	How many corporate or government contracts do you have (if any)?	More than 3	Between 1 & 3	None	
4.	What is the annual value of your biggest Contract?	More than R1m	Between R 500,000 and R 1 million	Below R 500,000	
5.	What is your current annual turnover?	More than R 2 million	Between R 1 million and R 2 million	Below R1 million	
6.	Does your company have a formal marketing and sales process?	Yes	No		
7.	Do you have a training plan for your Employees?	Yes	No		
8.	In terms of service or product quality, has your corporate client raised any quality issues and is this aligned to your quality system?	Yes	No		
9.	Have you ever missed a deadline when delivering work for a corporate client?	Yes	No		
10.	Do you request regular feedback from the corporate client regarding your business's performance?	Yes	No		
11.	Do you have a defined pricing strategy for your business?	Yes	No		

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12.	Do you have current capacity for your business to service Impala Needs?	Yes	No		
13.	What core assets are owned by your business enabling you to deliver on the scope of work? (tick whichever is relevant to you)	Vehicle/s	Correct/ Required Machinery	Premises	
14.	What additional core assets would you need to acquire to deliver on the scope of work? (tick whichever is relevant to you)	Vehicle/s	Correct/ Required Machinery	Premises	
15.	Do you own or rent the premises you are operating from?	Own	Rent		
16.	If you own or rent the property, what is the size of the buildings?	0 -100m2	100m2 - 300m2	300m2 - 500m2	>500ms
17.	Have you participated in previous ESD programs or initiatives, and did you use what you had learnt?	Yes	No		
18.	Does your business have any written operational manuals?	Yes	No		

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ANNEXURE E: BUSINESS GROWTH

Please complete the questionnaire as accurately as possible, restricting your answers to the space allowed after each question unless stated otherwise. Should you wish to provide additional information to support the completed questionnaire then please do so. The information supplied will be treated in the strictest confidence and distribution shall be limited to the Impala Platinum Limited only.

The following must be completed, and the compulsory documents attached where required, and submitted as your SUPPLIER PACKAGE.

QUESTION	TICK YOUR ANSWER			
	Yes	No		
1. Does your business have a risk management plan	Yes	No		
2. Should you need to expand your operations, do you understand the resources you will need? (people, systems, equipment etc.)	Yes	No		
3. Does your organisation have an overview of activities for the next 30, 60 and 90 days?	Yes	No		
4. What do you think will happen to your business should you be unable to perform your duties	Succeed and continue	Fail and close		
5. Is the business under business rescue or any similar interventions?	No	Yes		
6. Is the business under investigation for any misconduct?	No	Yes		
7. Do you or any of the directors have a criminal record or currently under investigation?	No	Yes		
8. Does the business have any legal matters pending /outstanding?	No	Yes		
9. Do you have a positive credit score that will enable you to access funding?	Yes	No		
10. Would you need additional financing to fund assets or working capital in order to deliver on the scope of work?	Yes	No		
11. How many months of operating cash do you have left at the beginning of each month?	More than 24 months	Between 10 – 24 months	Between 5 & 10 months	Less than 5 months

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ANNEXURE F: NON-DISCLOSURE AGREEMENT

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**NON-DISCLOSURE AGREEMENT REFERENCE:
RFCA3876 – RESIDENCE MAINTENANCE**

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between

IMPALA PLATINUM LIMITED
(Hereinafter “**Impala**”)

and

(Hereinafter the “**Counterparty**”)

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THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings:

1.1.1 **"Agreement"** means this confidentiality and non-disclosure agreement;

1.1.2 **"Affiliates"** means, with respect to any Party, any Person which is directly or indirectly controlled by, or controls or is under common control with, another Person, provided that **"control"** shall mean ownership of more than 50% (fifty percent) of another Person or the power to direct the decisions of another Person, including, without limitation, the power to direct the management and policies of another Person, whether by reason of ownership or contract;

1.1.3 **"Confidential Information"** means any and all information, whether communicated in written form, verbally, visually, electronically or pursuant to any other media or that is gathered from an inspection by the Receiving Party or any of its Affiliates or Representatives, relating to the Disclosing Party or its Affiliates which by its nature or content is identifiable as, or could reasonably be expected to be, confidential or proprietary to the Disclosing Party or its Affiliates (even if not marked as being confidential, restricted, secret, proprietary or with any similar designation) which shall include, without limitation, in relation to the Proposed

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Transaction, any information disclosed during the Receiving Party's due diligence of the Disclosing Party and its Affiliates, including all information disclosed during any management or other presentations, any meetings or site visits as well as all analyses, compilations or other documents prepared by the Receiving Party or its Representatives based upon any such information as well as all inventions, processes, data, know-how arising in the context of the Proposed Transaction provided that Confidential Information shall not include information which the Receiving Party can establish:

- (a) is or becomes, before or after receipt thereof, published or generally available to the public, other than as a result of a breach of this Agreement, or any unlawful act or negligent act or omission by the Receiving Party or the Permitted Disclosees;
- (b) is already lawfully in the possession of the Receiving Party at the time of disclosure of such Confidential Information to the Receiving Party provided that such possession is documented by written evidence and provided further that the onus shall at all times rest on the Receiving Party to establish that the information in its possession falls within the ambit of this clause 1.1.3(b);
- (c) is or was lawfully acquired from a third party who did not, to the Receiving Party's best knowledge and after due enquiry, obtain it

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unlawfully or in contravention of a confidentiality agreement with the Disclosing Party or its Affiliates or other contractual, legal or fiduciary duty of confidentiality;

- (d) is independently developed by the Receiving Party without use of or reference to any Confidential Information;
- (e) must be disclosed pursuant to any law (excluding contractual obligations), regulation, governmental regulation, court order or the rules of any stock exchange by which the Receiving Party may be bound; or
- (f) the Disclosing Party has confirmed is disclosed on a non-confidential basis or which the Disclosing Party has authorised, in writing, the Receiving Party or its Representatives or Permitted Disclosees to disclose;

Information will not be deemed to be within the above exclusions merely because such information is embraced by more general information in the public domain or in the Receiving Party's possession and any combination of features will not be deemed to be within the above exclusions merely because individual features are in the public domain or in the Receiving Party's possession, but only if the combination itself and its principle of operation are in the public domain or in the Receiving Party's

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possession;

1.1.3.1 **“Description of Services”**

CLEANING MATERIAL

1.1.4 **“Counterparty”**

means [_____],
having _____ registration _____ number
[_____
_____] a [private] company duly registered in
accordance with the company laws of [the
Republic of South Africa] and with its registered
address _____ situated _____ at
[_____
_____];

1.1.5 **“Disclosing Party”**

means any Party disclosing Confidential
Information to the Receiving Party pursuant to the
Permitted Purpose, it being acknowledged that
any Party can be a Disclosing Party or Receiving
Party as the context so requires;

1.1.6 **"Impala"**

means Impala Platinum Limited, having
registration number 1952/071942/06, a public
company duly registered in accordance with the
company laws of the Republic of South Africa and
with its registered address situate at 2 Fricker
Road, Illovo, Gauteng, South Africa;

1.1.7 **"Parties"**

means Impala and the Counterparty, being parties
to this Agreement and **"Party"** means either one
of them as the context indicates;

1.1.8 **"Permitted Disclosees"**

means the Representatives of the Receiving Party
who are involved in the Permitted Purpose and
have a need to know the Confidential Information
for the Permitted Purpose and any other Person to

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whom the Receiving Party discloses Confidential Information with the prior written consent of the Disclosing Party;

1.1.9 **"Permitted Purpose"**

means:

- (a) evaluating the possibility of entering into the Proposed Transaction;
- (b) conducting negotiations in connection with the Proposed Transaction; and
- (c) implementing the Proposed Transaction;

1.1.10 **"Person"**

means any individual or other entity possessing legal personality including, without limitation, a company, close corporation cooperative, partnership, trust, unincorporated association or governmental authority;

1.1.11 **"Receiving Party"**

means any Party receiving the Confidential Information from the Disclosing Party for the Permitted Purpose, it being acknowledged that any Party can be a Disclosing Party or Receiving Party as the context so requires;

1.1.12 **"Representatives"**

means, in relation to any Person, its directors, shareholders, officers, agents, employees, bankers and professional advisers; and

1.1.13 **"Signature Date"**

means the date of signature of this Agreement by the Party last signing.

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- 1.2 any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.
- 1.3 Reference to "business days" shall be construed as any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time. Any reference to "business hours" shall be construed as being the hours between 08h00 and 17h00 on any business day. Any reference to time shall be based upon South African Standard Time.
- 1.4 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.

2. DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION

- 2.1 The Disclosing Party and the Receiving Party intend entering into discussions with regards to the Proposed Transaction and during future interactions between the Parties relating to the Permitted Purpose, the Disclosing Party will disclose certain Confidential Information to the Receiving Party and the Receiving Party will gain knowledge of the Confidential Information of the Disclosing Party.
- 2.2 Subject to the provisions of clause 1.1.3(e), the Receiving Party shall not without the prior written consent of the Disclosing Party disclose to any Person:
- 2.2.1 any information with regards to the Proposed Transaction, or the terms and other facts related thereto, including without limitation, the fact that discussions regarding the Proposed Transaction are taking place or the status thereof; or
- 2.2.2 give any press release or make any other public announcement with regards to the Proposed Transaction.
- 2.3 Notwithstanding anything to the contrary contained in this Agreement, the Receiving Party hereby provides the Disclosing Party with an undertaking to maintain the secrecy of the Confidential Information disclosed to it by the Disclosing Party or its Affiliates, on

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the terms and conditions set out in this Agreement.

2.4 The Disclosing Party shall disclose to the Receiving Party such relevant Confidential Information as may be in the possession of the Disclosing Party and as will, in the sole and absolute discretion of the Disclosing Party, be required by the Receiving Party for the Permitted Purpose.

2.5 The Parties acknowledge that:

2.5.1 the Confidential Information is a valuable, special and unique asset of the Disclosing Party and/or its Affiliates; and

2.5.2 the Disclosing Party and/or its Affiliates may suffer irreparable harm or substantial economic and other loss in the event of such Confidential Information being disclosed or used otherwise than in accordance with this Agreement.

2.6 All Confidential Information disclosed by the Disclosing Party to the Receiving Party or which otherwise comes to the knowledge of the Receiving Party, is acknowledged by the Receiving Party:

2.6.1 to be proprietary to the Disclosing Party and/or one or more of its Affiliates; and

2.6.2 not to confer any rights of whatsoever nature in such Confidential Information on the Receiving Party.

2.7 The Receiving Party irrevocably and unconditionally agrees and undertakes:

2.7.1 to treat and safeguard the Confidential Information as strictly private, secret and confidential;

2.7.2 to protect the Confidential Information by using the same degree of care, but no less than a high degree of care, to prevent the dissemination to third parties or publication of the Confidential Information as Receiving Party uses to protect its own confidential information of a like nature;

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- 2.7.3 not to use or permit the use of the Confidential Information for any purpose other than for the Permitted Purpose and, in particular, not to use or permit the use of the Confidential Information, whether directly or indirectly, to obtain a commercial, trading, investment, financial or other advantage over the Disclosing Party and/or its Affiliates or otherwise use it to the detriment of the Disclosing Party and/or its Affiliates;
- 2.7.4 except as permitted by this Agreement, not to disclose or divulge, directly or indirectly, the Confidential Information in any manner to any third party for any reason or purpose whatsoever without the prior written consent of the Disclosing Party, which consent may be granted or withheld in the sole and absolute discretion of the Disclosing Party;
- 2.7.5 not to copy or reproduce or store in a retrieval system or database the Confidential Information by any means without the prior written consent of the Disclosing Party, it being recorded that any copies shall be and remain the property of the Disclosing Party;
- 2.7.6 to keep all Confidential Information safe and secure and to take all such steps as may be reasonably necessary to protect it against theft, damage, loss, unauthorised access (including access by electronic means) and to prevent Confidential Information from falling into the hands of unauthorised third parties.

3. PERMITTED DISCLOSEES

- 3.1 The Receiving Party shall be entitled to disclose the Confidential Information only to Permitted Disclosees.
- 3.2 The Receiving Party shall inform such a Permitted Disclosee of, and take all practical steps to impress upon him or it, the secret and confidential nature of the Confidential Information and the Receiving Party's obligations under this Agreement.
- 3.3 The Receiving Party shall be responsible for procuring that the Permitted Disclosees abide by the provisions of this Agreement and agree to be bound by the confidentiality undertakings given to the Disclosing Party by the Receiving Party in this Agreement. The

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Receiving Party shall be responsible for any breach of the terms of this Agreement by any Permitted Disclosee as if such Permitted Disclosee had been a Receiving Party under this Agreement and to the same extent such Receiving Party would have been responsible under this Agreement for its own breach of the same obligations.

- 3.4 The Receiving Party shall (if requested to do so by the Disclosing Party) procure that the Permitted Disclosees give a written undertaking in favour of the Disclosing Party in regard to the Confidential Information on substantially the same terms and conditions contained in this Agreement.
- 3.5 The Receiving Party's failure to obtain receipt of the written undertaking shall in no way detract from the Receiving Party's obligations in terms of this Agreement and particularly in terms of the remaining provisions of this Agreement.
- 3.6 The Receiving Party shall keep a written record showing the names and addresses of all Permitted Disclosees to whom Confidential Information has been disclosed and shall furnish such written record to the Disclosing Party, upon request.

4. RETURN OF CONFIDENTIAL INFORMATION

- 4.1 The Receiving Party shall, at its own expense, within 10 (ten) business days of the date of written demand from the Disclosing Party:
 - 4.1.1 return or destroy (as stipulated by the Disclosing Party), and procure the return or destruction of all Confidential Information disclosed by the Disclosing Party and/or its Affiliates and all copies of it (whether in paper, electronic or other format) held by the Receiving Party or by a Permitted Disclosee without keeping any copies or partial copies thereof;
 - 4.1.2 destroy, and procure the destruction of all analyses, compilations, notes, studies, memoranda or other documents prepared by the Receiving Party or by any Permitted Disclosee which contain or otherwise reflect or are generated from the Confidential Information disclosed by the Disclosing Party and/or its Affiliates;
 - 4.1.3 delete or procure the deletion of all Confidential Information disclosed by the

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Disclosing Party and/or its Affiliates from any computer, word processor or other device in the possession or control of the Receiving Party or any Permitted Disclosee; and

4.1.4 furnish the Disclosing Party with a certificate by an officer of the Receiving Party that the Receiving Party and (to the best of the Receiving Party's knowledge, information and belief having made all reasonable enquires) all Permitted Disclosees have complied with the provisions of this clause 4.1.

4.2 The Receiving Party shall not be required to return, destroy or delete Confidential Information disclosed by the Disclosing Party and / or its Affiliates to the extent that it is required to retain such Confidential Information by law or to satisfy the rules and regulations of a regulatory body to which the Receiving Party or any Permitted Disclosee is subject or for the purposes of its own *bona fide* corporate governance purposes. For the avoidance of doubt, the obligations of confidentiality contained in this Agreement will continue to apply to such retained Confidential Information.

5. FORCED DISCLOSURE

5.1 In the event that the Receiving Party is required to disclose Confidential Information pursuant to a requirement or request by operation of law, regulation or court order, it will:

5.1.1 advise the Disclosing Party thereof in writing prior to disclosure, to the extent legally possible;

5.1.2 take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;

5.1.3 afford the Disclosing Party a reasonable opportunity, to the extent legally possible, to intervene in the proceedings;

5.1.4 comply with the Disclosing Party's reasonable requests, if allowable, as to the manner and terms of any such disclosure; and

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- 5.1.5 notify the Disclosing Party of the Receiving Party of, and the form and extent of, any such disclosure or announcement immediately after it is made, to the extent legally possible.

6. DURATION

The obligations of the Receiving Party with respect to each item of Confidential Information shall commence on the date on which such information is disclosed or otherwise received (whether before or after the Signature Date) and shall endure for a period of 5 (five) years from Signature Date.

7. BREACH

- 7.1 The Receiving Party agrees that its obligations in terms of this Agreement are necessary and reasonable in order to protect the Disclosing Party's and its Affiliates' business.

- 7.2 Without prejudice to the other rights of the Disclosing Party, in the event of any unauthorised disclosure or use of the Confidential Information which is or is reasonably likely to constitute a breach of any provision of this Agreement, the Receiving Party shall, at the sole cost of the Receiving Party:

- 7.2.1 immediately notify the Disclosing Party in writing and take such steps as the Disclosing Party may reasonably require in order to remedy or mitigate the effects of such actual or threatened breach; and

- 7.2.2 use all reasonable commercial endeavours to assist the Disclosing Party in recovering and preventing the use, dissemination, sale or other disposal of such Confidential Information.

- 7.3 The Parties acknowledge and agree that:

- 7.3.1 cancellation is not an appropriate remedy for breach of this Agreement and this Agreement may not be cancelled or terminated save by written agreement between the Parties; and

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- 7.3.2 damages alone may not be an adequate remedy for any breach of the obligations set out in this Agreement and that the remedies of interdict, specific performance and any other equitable relief (including, without limitation, injunctive relief) is appropriate for any threatened or actual breach of this Agreement. The Disclosing Party will be entitled to apply for such remedy, in addition to any other remedy to which it may be entitled in law (other than the remedy of cancellation).
- 7.4 The Receiving Party accepts full liability for the maintenance of the confidentiality of the Confidential Information and hereby unconditionally and irrevocably indemnifies and holds the Disclosing Party and each Affiliate harmless against any and all direct loss, action, expense, claim, harm or damages of whatsoever nature suffered or sustained by the Disclosing Party or any of its Affiliates pursuant to:
- 7.4.1 a breach or threatened breach by the Receiving Party of the provisions of this Agreement; and
- 7.4.2 any Permitted Disclosee failing to keep the Confidential Information confidential.
- 7.5 Should any unauthorised disclosure of Confidential Information take place in breach of the provisions of this Agreement, the Disclosing Party shall, in addition to the foregoing, be entitled by written notice to the Receiving Party to terminate all obligations to provide information to the Receiving Party with immediate effect and no further information will be disclosed to the Receiving Party in terms of this Agreement.
- 7.6 Should any unauthorised disclosure of Confidential Information take place in breach of the provisions of this Agreement, the Disclosing Party shall, in addition to the foregoing, be entitled to claim indirect and consequential damages.

8. NO WARRANTY AND/OR OFFER AND/OR RIGHTS

- 8.1 Unless otherwise specifically stated in writing, the Disclosing Party:
- 8.1.1 does not give or make any warranty, representation or undertaking, express or implied, as to the accuracy or completeness of any of the Confidential Information or other information received by the Receiving Party or its Permitted Disclosees or as

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to the reasonableness of any assumptions on which any of the same is based;

8.1.2 does not accept any responsibility or liability (direct or indirect) for the use of the Confidential Information by the Receiving Party or its Permitted Disclosees.

8.2 No Confidential Information or other information, communication or document made available to or supplied to the Receiving Party by the Disclosing Party or any of its Affiliates shall constitute an offer or invitation to the Receiving Party. Nothing in this Agreement shall be construed as committing either Party to enter into a further contractual relationship.

9. **BENEFIT**

9.1 Except as provided for in this clause 9, the undertakings given by the Receiving Party in this Agreement shall be for the benefit of and may be enforced by the Disclosing Party and any successors-in-title. The undertakings shall be deemed to have been imposed as a *stipulatio alteri* for the benefit of any successor-in-title and such benefit may be accepted by such person at any time. The fact that any undertaking may not be enforceable by one of them will not affect its enforceability by any other party.

9.2 This Agreement is made for the benefit of the Disclosing Party and its Affiliates from time to time, and any entity which is an Affiliate of the Disclosing Party may enforce this Agreement as if they were the Disclosing Party and a party to this Agreement.

10. **CONFLICT OF INTEREST**

10.1 The Implats Code of Ethics is binding on every employee, officer, director, contractor and supplier who have an obligation to recognise all conflicts of interest when they arise and deal with them in the manner required in the Implats Code of Ethics. It is also required that one must refrain from engaging in practices or pursuing private interests which could conflict with those of Implats. A copy of the Code of Ethics is available on the following link: <https://www.implats.co.za/supplier-development.php>.

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10.2 Save for anything to the contrary contained in this Agreement, the Receiving party is required to complete the Conflict of Interest portion below stipulating the type of Conflict for the consideration of the Disclosing Party:

NAME	CONFLICT

10.3 Such conflict of interest shall include each individual who has any conflict of interest with any other party in terms of the proceedings envisaged for the purposes of the Non-Disclosure Agreement.

10.4 Albeit not a closed list of conflict, a potential conflict exists when a party has competing interests or loyalties because of their duties to more than one person or organization or where their position relative to Impala may benefit themselves or their organisation unduly.

10.5 In respect of a contract of employment, the Receiving Party is required to specifically confirm the following:

10.5.1 Are you or any members of your company or joint venture agreement (if applicable) an employee of any Implats South African Operations?

Yes

No

10.5.2 Do you or any members of your company or joint venture partners (if applicable) have family employed by any Implats South African Operations?

Yes

No

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10.5.3 Are you or any members of your company or joint venture partners (if applicable) married to an employee of any Implats South Africa Operations?

Yes No

10.5.4 Any undeclared conflict of interest may, at the Disclosing Party's sole and absolute discretion, result in a claim for damages; possibility of disciplinary action resulting in the termination of employment (if applicable) and/or interdictory relief and/or any other sanction as against the Receiving Party that is mandated by Law.

11. NOTICES AND *DOMICILIA*

11.1 The Parties select as their respective *domicilia citandi et executandi* the following physical addresses, and for the purposes of giving or sending any notice provided for or required under this Agreement, the said physical addresses:

<u>Name</u>	<u>Physical Address</u>
Impala Platinum Limited:	2 Fricker Road Illovo 2196 Gauteng Republic of South Africa

Marked for attention of: Christa Olivier, Category Manager: Specialized Support Services
Email: Christa.olivier@implats.co.za
RFCA: A3913 – CLEANING MATERIAL

<u>Name</u>	<u>Physical Address</u>
Tenderer/Contractor:	_____

Marked for the attention of: _____
E-mail: _____

11.2 A Party may change its *domicilium* or its address for the purposes of notices to any other physical address or telefax number by written notice to the other Party to that effect. Such

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change of address will be effective 5 (five) business days after receipt of the notice of the change.

11.3 All notices to be given in terms of this Agreement will be given in writing, in English, and will:

11.3.1 if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day;

11.3.2 if delivered by recorded delivery or by commercial courier, on the date and time that the delivery receipt is signed.

11.4 Notwithstanding the above, any notice given in writing in English, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

11.5 The Parties record that whilst they may correspond via email during the currency of this Agreement for operational reasons, no formal notice required in terms of this Agreement, nor any amendment of or variation to this Agreement may be given or concluded via email.

12. APPLICABLE LAW AND JURISDICTION

12.1 This Agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.

12.2 The Parties hereby consent and submit to the non-exclusive jurisdiction of the South Gauteng High Court, Johannesburg in any dispute arising from or in connection with this Agreement. The Parties agree that any costs awarded will be subject to any specific determination by the Court.

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13. GENERAL

- 13.1 This Agreement constitutes the whole of the agreement between the Parties relating to the matters of confidentiality and non-disclosure dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.
- 13.2 No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties.
- 13.3 No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless in writing and signed by the Party giving the same.
- 13.4 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of another Party.
- 13.5 Save as otherwise provided herein, neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by any Party without the prior written consent of the other Party, provided that the Disclosing Party may cede, delegate or assign its rights under this Agreement to any one or more of its Affiliates on prior written notice to the Receiving Party
- 13.6 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the Signature Date of one of the counterparts.

14. COSTS

Each Party will bear and pay its own legal costs and expenses of and incidental to the negotiation, drafting, preparation and implementation of this Agreement.

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15. SIGNATURE

Signed on behalf of the Parties, each signatory hereto warranting that he/she has due authority to do so.

signed at _____ on _____ 20__

For and on behalf of

IMPALA PLATINUM LIMITED

who warrants that he/she is duly authorised hereto

on _____ 20__

signed at _____

For and on behalf of **TENDERER/CONTRACTOR**

who warrants that he/she is duly authorised hereto