

PROCSA[®]

Professional Consultants Services Agreement

CLIENT / CONSULTANT PROFESSIONAL SERVICES AGREEMENT

AMENDMENTS TO PREVIOUS EDITIONS 1 August 2021

| EDITION 4.0 OCT 2017 | EDITION 4.1 JULY 2019 | EDITION 5.0 JULY 2021 |
|----------------------|--|---|
| | <p>Terms and Conditions remain unchanged. Updated entire Scope of Services</p> <p>The following agreements include this change:</p> <ul style="list-style-type: none">• Construction Health & Safety (CHS)• Development Manger• Matrix – Scope of Services | <p>Terms and Conditions remain unchanged, other than for the amendments specifically listed below in more detail.</p> <p>Updated entire Scope of Services across all Disciplines, excepting for the Fire Consultant</p> <p>Updated Matrix – Scope of Services</p> |

CHANGES TO EDITION 4.0 OCTOBER 2017 – refer to Edition 5.0 for these changes

Cover Page

Updated Edition to 5.0 July 2021

Preface

Text changes

Table of Contents

Clauses amended as follows:

A8

Terms and Conditions

Clauses amended as follows:

1.1.2, 1.1.3, 1.1.10, 1.1.21, 3.1, 6.1, 9.1, 12.1.2, 13.3

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| <p>Annexure A The Schedule A38, A8</p> |
| <p>Amendment of the following: Definition 1.1.2, 1.1.9, 1.1.20</p> |
| <p>Annexure B Services and deliverables for all disciplines have been amended</p> |
| <p style="text-align: center;"><u>Click Here to Read More Detail</u></p> <p style="text-align: center;">CHANGES TO EDITION 3.2 OCTOBER 2015 – refer to Edition 4.0 for these changes</p> |
| <p>Cover Page Date removed, logo amended</p> |
| <p>Preface Disclaimer and text changes</p> |
| <p>Table of Contents Clauses amended as follows: 14.0, 17.0, A8, A10, page numbering Further annexures</p> |
| <p>Terms and Conditions Clauses amended as follows: 1.1.2, 1.1.3, 1.1.10, 1.1.16, 1.1.17, 1.1.18, 1.1.19, 1.1.21, 1.1.23 and all reference to these clauses throughout 1.2, 1.3, 1.4, 1.5.2, 1.8, 1.10, 1.11, 1.12 3.1 4.1, 4.2 5.1, 5.4, 5.6 6.1, 6.2, 6.5, 6.6 7.1.3, 7.1.4, 7.2, 7.3, 7.3.3, 7.3.4 8.2 9.1 11.1.3 12.1.2, 12.1.5, 12.2 13.4, 13.5 14.0, 14.1 15.2 17.0, 17.1, 17.2, 17.3, 17.4, 17.4.2, 17.5, 17.6, 17.7 18.1, 18.2, 18.2.2, 18.2.3, 18.3, 18.3.1, 18.3.2</p> |

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| <p>Annexure A The Schedule A8, A9</p> |
| <p>Deletion of the following clauses Definition 1.1.12, 1.1.21 Agreement 5.3, 5.3.1, 5.3.2 7.4, 7.4.1, 7.4.2 18.5</p> |

| EDITION 3.1 FEB 2014 | EDITION 3.2 OCTOBER 2015 |
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| Previous Scope of Services | Scope of Services |
| <p>No provision for principal consultancy services</p> | <p>The addition of “Basic principal consultancy” services where no project manager is appointed. This edition provides the facility to select whether these services will be provided or not by selecting “yes” or “no”</p> <p>The following agreements include this addition:</p> <ul style="list-style-type: none"> • Architect • Quantity Surveyor • Civil Engineer • Structural Engineer • Electrical Engineer • Mechanical Engineer • Wet Services |
| <p>No provision for principal agency services</p> | <p>The addition of “Basic principal agency” services where no project manager is appointed. This edition provides the facility to select whether these services will be provided or not by selecting “yes” or “no”</p> <p>The following agreements include this addition:</p> <ul style="list-style-type: none"> • Architect • Quantity Surveyor |

| EDITION 3.1 FEB 2014 | EDITION 3.2 OCTOBER 2015 |
|----------------------------|---|
| Previous Scope of Services | Scope of Services |
| | <ul style="list-style-type: none"> • Civil Engineer • Structural Engineer • Electrical Engineer • Mechanical Engineer • Wet Services |
| | Increased space for “Further Services” and “Further Deliverables” |
| | Removed “Additional Requirements” |
| General | General |
| | Updated Cover & Preface with Registration of PROCESA’s Trademark |

| EDITION 3.0 JUNE 2012 | EDITION 3.1 FEB 2014 |
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| Previous Clause | Amended Clause |
| 7.3 All claims against the consultant shall lapse after a liability period of five (5) years, which period shall commence on the earlier of: | 7.3 The liability of the consultant shall be limited to defects notified within a period of five (5) years, which period shall commence on the earlier of: |
| 7.3.1 Practical or equivalent completion of the works | 7.3.1 Ninety (90) days after practical or other equivalent completion of the works |
| 7.3.2 Completion by the consultant of the services | 7.3.2 Completion by the consultant of the services |
| 7.3.3 Suspension, postponement, expiry or termination of all the contracts | 7.3.3 Suspension, postponement, expiry, cancellation or termination of all the contracts |
| 7.3.4 Cancellation or termination of this agreement | 7.3.4 Cancellation or termination of this agreement |
| 8.2 The party responsible shall maintain the insurance policy for the duration of the liability period in terms of 7.3 and shall on request by the other party , provide proof of such insurance | 8.2 The party responsible shall maintain such insurance for the duration of the liability period in terms of 7.3 and shall on request by the other party , provide proof of such insurance |