



**KWAZULU-NATAL
AMAFA AND RESEARCH
INSTITUTE**

THE KZN PROVINCIAL HERITAGE
RESOURCES AUTHORITY

APPLICATION FORM J

Ref/Amafa ID:
File Ref
EIA no:
Date Received:
Filter Com Recommendation:
Comment date:

**APPLICATION IN TERMS OF THE SECTION 41 OF THE KWAZULU-NATAL
AMAFA AND RESEARCH INSTITUTUE ACT (5/2018) AND THE NATIONAL
HERITAGE RESOURCES ACT (SECTION 38) FOR COMMENT ON THE
PROPOSED DEVELOPMENT OF A SITE**

PLEASE NOTE IT IS AN OFFENCE IN TERMS OF THE KWAZULU-NATAL HERITAGE ACT, 2008 TO MAKE ANY FALSE STATEMENT OR FAIL TO PROVIDE REQUIRED INFORMATION IN THIS APPLICATION (Detach and Consult the attached guidelines before completing this form) THE ONUS IS ON THE APPLICANT TO ENSURE THAT THE CURRENT APPLICATION FORM IS USED. APPLICATIONS ON NON-COMPLIANT FORMS WILL NOT BE PROCESSED

ALL APPLICATION FORMS, DEVELOPMENT PROPOSALS, PHOTOGRAPHS, MOTIVATION, AND PROOF OF PAYMENT ARE TO BE UPLOADED TO THE SAHRIS SYSTEM (www.sahra.org.za). A hard copy must also be delivered to 195 Langalibalele Street, Pietermaritzburg, 3201 OR posted to Box 2685, Pietermaritzburg, 3200. In the case of a failure of the SAHRIS system the application can be emailed to archaeology@amafapmb.co.za and bernadetp@amafapmb.co.za.

A. DEVELOPMENT DETAILS

1. PROJECT TITLE:

Jindal Melmoth Iron Ore Mine Environmental Impact Assessment Process

2. PROJECT DESCRIPTION:

Jindal Iron Ore (Pty) Ltd (Jindal), is owned by Jindal Steel and Power (Mauritius) Limited (74%) and a South African BBBEE partner, Mr. Thabang Khomo (Pty) Ltd (26%). Jindal holds two Prospecting Rights within the Mthonjaneni Local Municipality (LM) in KZN. The North Block (PR 10644) is 8 467 ha and the South Block (PR 10652) is 11 703 ha in extent. Jindal had previously prospected in these PR areas, but suspended the project in 2016. The recovery of the iron ore price has encouraged Jindal to relook at the development of the Melmoth Iron Ore Project (MIOP) and is currently undertaking a Bankable Feasibility Study (BFS).

Jindal is proposing an open cast mine and processing facility to produce iron ore concentrate for export. The MIOP is proposed in a phased approach and this MRA only includes mining in the south-eastern section of the South Block. Through the MRA Jindal intends to consolidate the Prospecting Rights for the North and South Blocks into a single Mining Right.

Jindal is proposing the following for the MIOP:

- An open pit mining operation in the southeast section of the South Block (named the South East Pit).
- Mining of >800 million tonnes of ore over approximately 25 years generating approximately 32 million tonnes per annum (mtpa) of iron ore.
- A waste rock dump (WRD) for disposal of waste rock.
- A processing plant for milling and magnetic separation to produce approximately 7.5 mtpa of concentrate for export (there are limited local markets).

- Associated infrastructure to support the mine would include: a laboratory, rail loading facility, access and haul roads, electrical transmission line and sub-stations, water pipelines, stormwater management infrastructure, concentrate pipelines, offices, change house, workshops, and perimeter fencing (amongst others).
- Slurry generated from the processing plant would be disposed of to a tailing's storage facility (also part of a separate application).

3. EXTENT OF THE SITE: 201 700 000 m² North Block (PR 10644) is 8 467 ha and the South Block (PR 10652) is 11 703 ha in extent – Total 20 170 ha

4. EXTENT OF THE DEVELOPMENT AREA (m²): 19 000 000 m² (includes pit, WRD, plant area, access roads and pipelines)

GPS CO-ORDINATES: (Decimal format only)

SOUTH: EAST:

	Decimal Degrees	Degrees Minutes Seconds
South Block West	31,335458 -28,708644	31°20'7,649"E 28°42'31,117"S
South Block East	31,443515 -28,728624	31°26'36,656"E 28°43'43,046"S
North Block	31,522416 -28,596447	31°31'20,696"E 28°35'47,211"S

1:50 000 SHEET no:

Sheet No. 2831CB
Sheet No. 2831CD
Sheet No. 2831DA

1:10 000 SHEET no:

B. PROPERTY DESCRIPTION:

Name of property: Jindal Prospecting Rights, North and South Blocks

Title Deed No. Ingonyama Trust Lands

Erf/Lot/Farm No:

South Block

Remaining Extent, Portions 1, 2, 3, and 4 of the Farm Black Eyes 13385

Remaining Extent, Portions 1, 2, and 3 of the Farm Goedgeloof 6106

Remaining Extent of the Farm Kromdraai 6110

Portion 3, 4, 5, 6, 7, 8, 12, 13, 14, 15, and 16 of the Farm Wilderness 6107

Portion 0 of the Farm Vergelegen 6104

Goedertrow 89 No. 7806

Portion of Rem of Reserve No. 11 No. 15831

North Block

Portion 3 and 4 of the Farm Reserve No. 11 15831

Portion 0 of the Farm Ntembeni 16921

GPS Co-ordinates:

See Appendix A

Street Address:

Melmoth Iron Ore Mine, approximately 16 km south & southeast of Melmoth

Local Municipality

Mthonjaneni Local Municipality

District Municipality

King Cetshwayo District Municipality

Traditional Authority Area Royal Entembeni Traditional Council	
Current zoning Ingonyama Trust Lands	Present use: Community land

C. DEVELOPMENT TYPE:					
1. COMMENT REQUIRED IN TERMS OF SECTION s41(1) (tick the appropriate box/boxes)					
Linear Development/Barrier exceeding 300m in length e.g. road, pipe/power line, trench, canal or wall	<input checked="" type="checkbox"/>				
Other similar form of linear development/barrier exceeding 300m in length	<input checked="" type="checkbox"/>				
Construction of a bridge or similar structure exceeding 50m in length	<input type="checkbox"/>				
Any development exceeding 5 000m ² in extent or any other category of development provided for in regulations	<input checked="" type="checkbox"/>				
Any other activity which would change the character of an area of land or water exceeding 10 000m ² in extent	<input checked="" type="checkbox"/>				
Any development involving three or more existing erven or sub-divisions thereof	<input type="checkbox"/>				
Any other activity involving three or more existing erven or sub-divisions thereof	<input type="checkbox"/>				
Any development or other activity involving three or more existing erven or sub-divisions thereof which have been consolidated within the past 5 years	<input type="checkbox"/>				
Any development or other activity the costs of which will exceed a sum set out in the regulations	<input type="checkbox"/>				
Re-zoning of a site exceeding 10 000m ²	<input checked="" type="checkbox"/>				
2. DEVELOPMENTS THAT TRIGGER NEMA AND OTHER LEGISLATION					
RESPONSE REQUIRED IN TERMS OF s41(8) (tick the appropriate box/boxes)					
BID	<input checked="" type="checkbox"/>	BAR	<input type="checkbox"/>	EIA	<input checked="" type="checkbox"/>
EMP	<input checked="" type="checkbox"/>	WULA	<input checked="" type="checkbox"/>	MPRDA	<input checked="" type="checkbox"/>
OTHER (describe)	NEM:WA				

D. IMPACT ON HERITAGE RESOURCES:	
To your knowledge would the Development impact on any known heritage resources protected in terms of the KZN Amafa and Research Institute Act (5/2018), or is the development located in the vicinity of any of the above? If yes, the Heritage Practitioner must create a site on SAHRIS pinpointing the position of the heritage resource/s discovered. (tick the appropriate box/boxes below)	
s37 - Structures or part thereof that can reasonably be expected to be over 60 years of age	<input checked="" type="checkbox"/>
s38 - Graves of victims of conflict,	<input type="checkbox"/>
s39 - Informal and private burial grounds (traditional graves or graves outside of a formal cemetery e.g. a farm cemetery that are over 60 years of age).	<input checked="" type="checkbox"/>
s40 - Battlefield sites, archaeological sites, rock art sites, palaeontological sites, historic fortifications, ruins over 100 years old, meteorite or meteorite impact sites and any objects or ecofacts associated therewith	<input checked="" type="checkbox"/>
s42 - Protected areas (is the site within a known protected area?)	<input type="checkbox"/>
s43 - Specially protected heritage resources are listed in Schedule of Heritage Resources	<input type="checkbox"/>
s44 - Heritage Landmarks including the site on which they are situated	<input type="checkbox"/>
s45 - Provincial Landmarks and the site on which they are situated (state owned)	<input type="checkbox"/>
s46 - Graves of members of the Royal Family listed in Schedule of Heritage Resources	<input type="checkbox"/>

s47 - Battlefield site, public monument or memorial listed in the Schedule of Heritage Resources and any public monument defined in the NHRA and protected in terms of Section 37 of the NHRA, & Section 47 of the KZN Amafa and Research Institute Act (5/2018)	
s49 - Artefacts, or collections thereof on which Heritage Object status has been conferred	

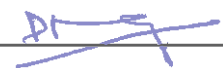
E. CONTACT DETAILS

1. APPLICANT'S DETAILS (OWNER OF PROPERTY)	
NAME: Jindal Iron Ore (Pty) Ltd	
POSTAL ADDRESS: 22 Kildoon Road, Bryanston, Johannesburg	
	POST CODE: 2021
TEL 011 706 8420	FAX/EMAIL debratna.nag@jindalafrika.com

DECLARATION BY OWNER

I, DEBRATNA NAG
(full names of owner/person authorized to sign on behalf of the owner)

undertake strictly to observe the terms, conditions, restrictions, by-laws and directions under which the KZN Amafa and Research Institute may issue the comment to me.)


Signature 

Place JOHANNESBURG Date 17/02/2022

2. DELEGATED AUTHORITY (The name of the person authorized to act on behalf of a company or institution – Power or Attorney/proof of authorization to be attached)


NAME	
TEL	FAX/EMAIL

3. DEVELOPER'S DETAILS

NAME(Company/institution/individual) Jindal Iron Ore (Pty) Ltd	
POSTAL ADDRESS 22 Kildoon Road, Bryanston, Johannesburg	
	POST CODE 2021
TEL 011 706 8420	FAX
CELL +27 82 470 5023	EMAIL debratna.nag@jindalafrika.com
SIGNATURE <u></u>	DATE 17/02/2022

4. CONSULTANTS' DETAILS

NAME(Company/institution/individual) SLR Consulting (South Africa) (Pty) Ltd eThembeni Cultural Heritage Management cc.	
POSTAL ADDRESS Suite1 - Building D, Monte Circle 178 Montecasino Boulevard Fourways Johannesburg	
	POST CODE 2191
TEL +27 11 467 0945	FAX
CELL +27 72 850 0801	EMAIL khamilton@slrconsulting.com

SIGNATURE 	DATE 16/02/2022
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F. SUBMISSION FEE: R800.00 (subject to annual increment on the 1 April)

The submission fee is payable to the **KZN Amafa and Research Institute** by bank deposit/internet banking (EFT) and proof of payment must be submitted with the application.

ACCOUNT DETAILS:

ABSA BANK: Branch: ULUNDI **Bank Code:** 630330

Account in the name of **AMAFU AKWAZULU-NATALI**

Account No. 40-5935-6024

USE SAHRIS ID AS REFERENCE

G. PUBLIC PARTICIPATION: (Contact details of Interested and Affected Parties Consulted - written opinion to be attached to form and drawings to be signed by I & A P. See Guidelines)

A public participation process is currently underway. Minutes and attendance registers of relevant traditional council meetings will be uploaded to the SAHRIS case file as these are concluded.

Material to the HIA study, consultation meetings with relatives associated with graves over 60 years will be submitted during permit applications for exhumation and reburial, or, wherever possible, mitigation measures to leave graves in situ and buffered from mining activities. Affected families' consent to such mitigation will also be uploaded to SAHRIS.

H. CHECKLIST OF DOCUMENTATION SUBMITTED

HARD COPY APPLICATION FORM (COMPLETED & SIGNED BY OWNER, DEVELOPER & CONSULTANT)	
APPLICATION FORM UPLOADED TO SAHRIS	✓
MOTIVATION	✓
SITE PHOTOGRAPHS/CASE IMAGES	✓
1:50 000 MAP & SATELLITE AERIAL VIEW	✓
KML FILE MAP	✓
SITE PLAN SHOWING ALL FEATURES & HERITAGE RESOURCES	Pending HIA
DEVELOPMENT PLAN SHOWING ALL FEATURES & HERITAGE RESOURCES SUPERIMPOSED THEREON	Pending HIA
PROOF OF PROFESSIONAL ACCREDITATION (e.g. copy of accreditation card/certificate)	✓
PROOF OF PUBLIC PARTICIPATION	See above
ENVIRONMENTAL IMPACT ASSESSMENT	Pending
HERITAGE IMPACT ASSESSMENT	Pending
CONSENT LETTER FROM THE OWNER	Pending
LETTER OF APPOINTMENT OF CONSULTANT	✓
PROOF OF PAYMENT OF SUBMISSION FEE (EFT/BANK DEP/AMAFU CARD)	✓

KWAZULU-NATAL AMAFA AND RESEARCH INSTITUTE

THE KZN PROVINCIAL HERITAGE RESOURCES AUTHORITY
(accredited in terms of the National Heritage Resources Act)

GUIDELINES FOR THE PREPARATION OF APPLICATIONS FOR COMMENT FROM THE PROVINCIAL HERITAGE RESOURCES AUTHORITY ON DEVELOPMENT PROPOSALS IN TERMS OF SECTION 41 OF THE KZN AMAFA & RESEARCH INSTITUTE ACT (5 OF 2018) AND THE NATIONAL HERITAGE RESOURCES ACT (SECTION 38).

Please detach from the form before submission

NOTE: The provisions of s38 of the NHRA have been incorporated verbatim into s41 of the **KZN AMAFA & RESEARCH INSTITUTE ACT (5 OF 2018)**.

APPLICATION FORMS

All applications must be made on the relevant official application form and must be accompanied by the relevant supporting documentation.

- A. DEVELOPMENT DETAILS:** Describe the proposed development and motivate and motivate the need and desirability for such a development. Details must be given of the work to be carried out – do not merely refer to the documents submitted.
- B. PROPERTY:** Include the name of the development where applicable. The FARM NAME is the key information and is used as a tracking device in the filing system. Where development is in an urban area the street address is key and if several street numbers apply to the site, all the numbers must be included.

GPS CO-ORDINATES: The KZN Amafa and Research Institute only accepts GPS co-ordinates in decimal format. Other formats may be provided in addition to the decimal format but not to the exclusion of the decimal format.

- C. DEVELOPMENT TYPE:** development applications are made either in terms of:
s41(1) – check the list under C 1 – or
s41(8) – check the list under C 2.
- D. HERITAGE RESOURCES:** Identify any heritage resources uncovered through initial scoping or through the Heritage Impact Assessment.

Create a site on the step/page 1 of the application on SAHRIS and pinpoint the positions of the resources on the google map provided.

When heritage resources have been found the Institute will require that a Heritage Impact Assessment is carried out by a practitioner registered with the Institute and accredited to carry out such assessments. When appointing the Heritage Practitioner stipulate that the HIA must be uploaded to the application on SAHRIS and that a hard copy must be provided to the Institute.

NB: Section 39 of the KZN Amafa and Research Institute Act (5/2018) has been brought in line with the NHRA and limits the protection of traditional graves to those over 60 years of age.

- E. CONTACT DETAILS:** full contact details of all major players in the development are required.
- F. DECLARATION:** The owner must sign the form and any accompanying documentation and must consent to submissions by a third party/agent.
- G. A SUBMISSION FEE** – a service fee determined by the Council of the Institute is payable on submission of all applications. **THE APPLICATION WILL NOT BE REGISTERED AS SUBMITTED IF THE PROOF OF PAYMENT IS NOT ATTACHED. USE THE SAHRIS CASE ID AS THE REFERENCE.**
- H. PUBLIC PARTICIPATION:** WHERE GRAVES ARE PRESENT COMMUNITY CONSULTATION MUST BE CARRIED OUT AND EVERY EFFORT MADE TO LOCATE AND CONSULT THE FAMILIES OF THE DECEASED PRIOR TO SUBMISSION OF THIS APPLICATION.

The applicant will be notified of the level of public participation required and will have to bear the costs thereof. Neighbors, Ward Councillors, and Heritage Groups should be consulted in the case of demolition applications. All documentation submitted is retained for record purposes and interested and affected parties may apply to view the documentation.

DOCUMENTS REQUIRED IN SUPPORT OF THIS APPLICATION

- 1. SUPPORTING DOCUMENTATION: Only Heritage Practitioners registered with the Institute may compile the HIA and related supporting documentation. Permits will require their overseeing the work. Where architectural drawings are required, they must be authored by SACAP registered professionals.**
 - 1.1. PHOTOGRAPHS OF EXISTING FEATURES, STRUCTURE/S ARCHAEOLOGICAL REMAINS, GRAVES, ETC AND THEIR SURROUNDINGS:**

Photographs that clearly illustrate the features of the affected site relevant to the application must be submitted.
 - 1.2. SITE PLAN:** The site plan must be drawn in accordance with the approved surveyor's diagram of the site and must show: scale; the north point; the erf/property/farm number of the site; the location of the site and any structures on it in relation to surrounding roads, buildings and other features; existing buildings, structures, and pools on the site (coloured grey or uncoloured); proposed work (coloured red) and buildings or portions of buildings proposed for demolition (in dotted lines); and the extent of the declared area (in the case of a proclaimed property). Heritage resources must be clearly marked on the plan.
 - 1.3. KML MAP FILE AND AERIAL OR SATELLITE VIEWS OF THE SITE** that clearly illustrate the features of the affected site relevant to the application must be submitted.
 - 1.4. 1:50 000 MAP OF THE SITE** that clearly illustrates the features of the affected site relevant to the application must be submitted.
 - 1.5. ENVIRONMENTAL IMPACT ASSESSMENT** where required the EIA must be compiled in accordance with standards set out in regulations under the environmental legislation.
 - 1.6. HERITAGE IMPACT ASSESSMENTS** must be submitted where any Heritage Resources are found. These reports must comply with the standards set out by the South African Heritage Resources Agency (go to www.sahra.org.za to download the standards) and may only be compiled by practitioners who have registered their accreditation for this work with the Institute. If the HIA is not submitted with the application, the Institute will notify the applicant of the need to submit an HIA if there is reason to believe that heritage resources will be affected by the development.

- 2. SUBMISSION OF APPLICATIONS:** Application forms can be downloaded from www.heritagekzn.co.za – look under the “Permits” tab - download forms – Form J. Electronic submissions must be uploaded to the SAHRIS system operated by the South African Heritage Resources Agency www.sahra.org.za. The application must also be submitted in hard copy delivered to 195 Langalibalele Street, Pietermaritzburg, 3201 OR posted to Box 2685, Pietermaritzburg, 3200. In the case of a failure of the SAHRIS system the application can be emailed to archaeology@amafapmb.co.za and bernadetp@amafapmb.co.za.

When submitting on SAHRIS note that you must still check Section 38 under the case type and KZN – Amafa for the Provincial Heritage Resources Authority.

The applicant is the “owner” and the Assessor is the “Consultant” and the correct fields must be completed.

The Consent Letters allowing a developer to act on behalf of the owner or the Consultant to upload the case to SAHRIS must be placed in the correct boxes which are blocked from public view.

The proof of payment must also be loaded to the designated box to prevent members of the public obtaining banking details, etc from the document.

- 3. PROCESSING OF APPLICATIONS:** applications are processed in the order in which they are received, except during the December/January holiday break. The Institute will receipt the application and alert the applicant to any missing information within 2 weeks of submission. Allow 90 days for processing of complex applications as these may be submitted to external reviewers. Lobbying of external reviewers will disqualify the application. Written responses to applications will be uploaded to SAHRIS. Telephonic or e-mails enquiries will not be responded to.

<p>*PLEASE NOTE: INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. Allow 90 days from the receipt of all required documentation</p>

APPENDIX A: JINDAL MIOP PROPERTY CO-ORDINATES

	Decimal Degrees	Degrees Minutes Seconds
South Block West	31,335458 -28,708644	31°20'7,649"E 28°42'31,117"S
South Block East	31,443515 -28,728624	31°26'36,656"E 28°43'43,046"S
North Block	31,522416 -28,596447	31°31'20,696"E 28°35'47,211"S

Farm Name and Portion Numbers

Black Eyes 13385		
Remaining Extent	31,398958 -28,737057	31°23'56,249"E 28°44'13,406"S
Portion 1	31,388487 -28,717990	31°23'18,552"E 28°43'4,763"S
Portion 2	31,400613 -28,716427	31°24'2,206"E 28°42'59,136"S
Portion 3	31,396969 -28,726750	31°23'49,088"E 28°43'36,301"S
Portion 4	31,413551 -28,756111	31°24'48,783"E 28°45'22"S

Goedeloof 6106		
Remaining Extent	31,316077 -28,700990	31°18'57,877"E 28°42'3,564"S
Portion 1	31,341251 -28,698971	31°20'28,504"E 28°41'56,297"S
Portion 2	31,332488 -28,710571	31°19'56,958"E 28°42'38,057"S
Portion 3	31,336807 -28,706383	31°20'12,507"E 28°42'22,979"S

Kromdraai 6110		
Remaining Extent	31,463666 -28,706724	31°27'49,198"E 28°42'24,206"S

Wilderness 6107		
Portion 3	31,373888 -28,724835	31°22'25,996"E 28°43'29,404"S
Portion 4	31,372558 -28,733184	31°22'21,208"E 28°43'59,462"S
Portion 5	31,373170 -28,736291	31°22'23,413"E 28°44'10,646"S
Portion 6	31,370891 -28,742952	31°22'15,209"E 28°44'34,629"S
Portion 7	31,374270 -28,733227	31°22'27,371"E 28°43'59,617"S
Portion 8	31,369821 -28,746584	31°22'11,355"E 28°44'47,702"S
Portion 12	31,355628 -28,738887	31°21'20,26"E 28°44'19,994"S
Portion 13	31,375317 -28,718578	31°22'31,141"E 28°43'6,882"S
Portion 14	31,345982 -28,725472	31°20'45,534"E 28°43'31,7"S
Portion 15	31,356200 -28,707828	31°21'22,319"E 28°42'28,18"S
Portion 16	31,368005 -28,715459	31°22'4,819"E 28°42'55,653"S

Vergelegen 6104		
Portion 0	31,300356 -28,691365	31°18'1,282"E 28°41'28,913"S

Reserve No. 11 No. 15831

Portion of RE **I have only Portions 2,3,4. No Remaining Extent**

North Block

Farm Name and Portions

Reserve No. 11 15831		
Portion 3	31,522397 -28,524232	31°31'20,629"E 28°31'27,237"S
Portion 4	31,557113 -28,572138	31°33'25,606"E 28°34'19,698"S

Ntembeni 16921		
Portion 0	31,502911 -28,689624	31°30'10,48"E 28°41'22,645"S

1:50 000 Topos

Sheet No. 2831CB

Sheet No. 2831CD

Sheet No. 2831DA

APPENDIX B: MOTIVATION

NEED & DESIRABILITY OF THE PROJECT

The key components of the Need and Desirability Guideline are:

Ecological Sustainable Development and Use of Natural Resources

The proposed Jindal MIOP site is a 'greenfield' site and outcomes from biodiversity studies have indicated that the project area identified for the placement of the Jindal MIOP is associated with some species of conservation concern (SCC). The expansion of the South East Pit and WRD could result in the loss of Moist

Coast Hinterland Grassland (Endangered) and Dry Coast Hinterland Grassland (Vulnerable). However, given the nature of the grazing across the sub-region these grasslands could to some extent already be degraded/transformed. A detailed assessment delineating the grasslands and determining their current status will need to be undertaken. In addition, comment on the issues of veld management to maintain the grasslands is required. Ongoing engagement with local stakeholders and the development of a sustainable grassland management programme will be critical in ensuring that remaining intact primary grassland is not further degraded through increased anthropogenic pressures such as grazing and too frequent burning. It will also be important to combat alien plant invasions associated with the edge effects created through both the mine development and overgrazing with the implementation of a comprehensive alien plant control programme.

In addition to the potential impacts on biodiversity, the mining operations will require water for the processing plant, dust control, for vehicle wash down and for the change house and office use. It is currently anticipated that makeup water would be acquired from the KZN bulk water supply authority. A water supply analysis will be undertaken as part of the Jindal MIOP and EIA process which will determine water supply and demand. Water requirements are likely to reduce as the pit deepens due to the reuse of water that collects within the pit.

Promoting Justifiable Economic and Social Development

The Mining Charter, 2018, was gazetted in September 2018 and is envisaged as a tool for driving transformation of the mining and minerals industry. At its core, the Mining Charter is premised on the conviction that the mineral wealth of the country belongs to all citizens and those that are located close to the mineral resources should derive socio-economic benefit from extraction and processing. Jindal, as with all other mining companies in South Africa, will be bound to compliance with this Mining Charter.

In addition, the South African National Development Plan aims to eliminate poverty and reduce inequality by 2030. The proposed Jindal MIOP can contribute towards the realisation of economic development and inclusive growth through revenue and tax generation and the creation of employment opportunities. Through the implementation of the Social and Labour Plan (SLP), the proposed project can positively contribute to the Local Economic Development (LED) of the Mthonjaneni Local Municipality (LM), which in turn should deliver benefit to the communities directly affected by the establishment of the project. Importantly, the proposed Jindal MIOP must take measures to limit any negative impacts on agriculture and tourism development, as these are both considered vital sectors of the municipal economy.

APPENDIX C: 1:50 000 MAP AND SATELLITE AERIAL VIEW

	Decimal Degrees	Degrees Minutes Seconds
South Block West	31,335458 -28,708644	31°20'7,649"E 28°42'31,117"S
South Block East	31,443515 -28,728624	31°26'36,656"E 28°43'43,046"S
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Remaining Extent	31,316077 -28,700990	31°18'57,877"E 28°42'3,564"S
Portion 1	31,341251 -28,698971	31°20'28,504"E 28°41'56,297"S
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Kromdraai 6110		
Remaining Extent	31,463666 -28,706724	31°27'49,198"E 28°42'24,206"S

Wilderness 6107		
Portion 3	31,373888 -28,724835	31°22'25,996"E 28°43'29,404"S
Portion 4	31,372558 -28,733184	31°22'21,208"E 28°43'59,462"S
Portion 5	31,373170 -28,736291	31°22'23,413"E 28°44'10,646"S
Portion 6	31,370891 -28,742952	31°22'15,209"E 28°44'34,629"S
Portion 7	31,374270 -28,733227	31°22'27,371"E 28°43'59,617"S
Portion 8	31,369821 -28,746584	31°22'11,355"E 28°44'47,702"S
Portion 12	31,355628 -28,738887	31°21'20,26"E 28°44'19,994"S
Portion 13	31,375317 -28,718578	31°22'31,141"E 28°43'6,882"S
Portion 14	31,345982 -28,725472	31°20'45,534"E 28°43'31,7"S
Portion 15	31,356200 -28,707828	31°21'22,319"E 28°42'28,18"S
Portion 16	31,368005 -28,715459	31°22'4,819"E 28°42'55,653"S

Vergelegen 6104		
Portion 0	31,300356 -28,691365	31°18'1,282"E 28°41'28,913"S

Reserve No. 11 No. 15831

Portion of RE **I have only Portions 2,3,4. No Remaining Extent**

North Block

Farm Name and Portions

Reserve No. 11 15831		
Portion 3	31,522397 -28,524232	31°31'20,629"E 28°31'27,237"S
Portion 4	31,557113 -28,572138	31°33'25,606"E 28°34'19,698"S

Ntembeni 16921		
Portion 0	31,502911 -28,689624	31°30'10,48"E 28°41'22,645"S

1:50 000 Topos

Sheet No. 2831CB

Sheet No. 2831CD

Sheet No. 2831DA

APPENDIX D: PROOF OF PROFESSIONAL ACCREDITATION



Association of Professional Heritage Practitioners

MEMBERSHIP CERTIFICATE

THIS CERTIFIES THAT

LEN VAN SCHALKWYK
MEMBERSHIP NUMBER: 0071

has been accredited as a

PROFESSIONAL HERITAGE PRACTITIONER (PHP)

This membership is subject to the *Standards for Accreditation* and *Code of Conduct*, referred to in Sections 2 and 3 of the APHP Constitution respectively. The definition of a PHP may be found at: www.aphp.org.za/membership

Please contact us via info@aphp.org.za should further information be required.

THIS CERTIFICATE IS VALID FROM 1 JUNE 2019 – 1 JULY 2020

CHAIRPERSON

[Issued by the Association of Professional Heritage Practitioners Executive Committee]

Image Source: Aloe plant

Association of Professional Heritage Practitioners
info@aphp.org.za
www.aphp.org.za

<< archaeologists

THE ASSOCIATION OF SOUTHERN AFRICAN PROFESSIONAL ARCHAEOLOGISTS

CERTIFICATE OF MEMBERSHIP

is hereby to confirm that

LEN

VAN SCHALKWYK

is a professional member (nr 165) of the Association of Southern African Professional Archaeologists (ASAPA) and is in good standing with the organisation.



SARAH WURZ
CHAIR

He also holds the following CRM accreditations:
Principal Investigator: Grave relocation, Iron Age, Stone Age

LU-MARIE FRASER
MEMBERSHIP SECRETARY

APPENDIX E: LETTER OF APPOINTMENT OF CONSULTANT



Project Purchase Order

SLR Consulting (South Africa) (Pty) Ltd
Vat Number: 4630242198

Date: 12 March 2021
PO Number: JBKH4426719
Issuing Office: Johannesburg
P O Box 1596
Cramerview
South Africa
2060
Tel: +27 11 467 - 0945
Fax: +27 11 467 - 0978

Accounts Department
P O Box 1596
Cramerview
South Africa
2060
Tel: +27 (0) 11 467 - 0945
Fax: +27 (0) 11 467 - 0978
E-mail: accountsza@slrconsulting.com

Order Contact person in Office: Kate Hamilton
SLR Project (Job) Number: 720.10023.00001
Project Phase: 0013

Supplier Details:

eThembeni Cultural Heritage Management
Vat Registration No.: Unknown
Box 20057
ASHBURTON
Pietermaritzburg
3213

Contact Person: Len van Schalkwyk
Supplier Tel: 082 655 9077
E-mail: thembeni@iafrica.com
Attention: Len van Schalkwyk

Project Name, Details & Description:

Melmoth Iron Ore Project

Description / Item	Price	Additional Comments
Cultural heritage assessment	0	
		<input type="checkbox"/>

Subtotal excl. VAT
Vat @ 15%
Subtotal incl. VAT



The currency of this order is:
South African Rand (ZAR)



Invoices are to be rendered to Accounts Department and to office of issue otherwise delay in payment will result.
Please reference PO number on all invoices. Statements are to be rendered to the accounts department

Unless agreed in writing otherwise, this purchase order is issued in terms of the attached condition of agreement with companies supplying professionals and /or contract and / or general services to: SLR Consulting (South Africa) (Pty) Ltd

Electronically authorised and signed by: Kate Hamilton

WS

APPENDIX A: ACCEPTANCE FORM

I LEONARD VAN SHAKUYK in my capacity as DIRECTOR confirm that I am duly authorised to accept this proposal on behalf of Ethembeni Cultural Heritage and hereby notify SLR of our acceptance of this appointment.

Signed at ROSHARUTON
[Signature] Dated 19 March 2021

Signature [Signature]
(Sign here in full and initial all preceding pages)

Please return the signed copy of this letter and SLR's Standard Terms and Conditions (Appendix C) to Kate Hamilton at khamilton@slrconsulting.com.

CONDITIONS OF AGREEMENT WITH CONTRACTORS SUPPLYING PROFESSIONAL AND/OR CONTRACTING SERVICES

DEFINITIONS:

- "The Consultant" means the SLR Company as referred to on the Order form
- "The Supplier" means the specialist company as referred to on the Order form
- "The Project" as referred to on the Order form
- "The Client" means the party/company that SLR supplies services to directly

CONDITIONS OF AGREEMENT:

1 Terms of Contract

The terms hereof shall form part of and apply to the contract and all future contracts or other agreements entered into unless specifically excluded or amended by the parties, such exclusions or amendment to be in writing.

Unless otherwise specifically stipulated in writing to the contrary, the terms hereof shall supersede and prevail over any terms and conditions contained in any documents submitted by the supplier.

2 General Conditions

2.1 Copyright

All documents (reports, drawings, photographs) and information provided by either or both SLR and their Clients (a) enjoy copyright protection; (b) may not be reproduced or transmitted in any form or by any means whatsoever, to any person or entity, without the prior written permission of the both SLR and their Client

The use of any work, documents, photographs, drawings, information etc., on any project undertaken for SLR, for promotional purposes by the Supplier must receive approval from both SLR and the applicable Client.

2.2 Confidentiality

All information and documents are to be treated as strictly confidential and shall not be released to third parties unless express permission is given by both the Client and SLR.

2.3 Fee for Professional Services

The Supplier is required to provide a breakdown of their Professional Services for each particular project.

2.4 Variation/Additional services

Any variation to this Agreement shall only be of force and effect if agreed upon between the Parties and recorded in writing and signed by both Parties. Prior to rendering these Sub-consultancy Services or variation orders the Parties shall agree in writing on the additional remuneration to be paid by SLR for such services.

2.5 Disbursements and Expenses

The cost of bought out items by the Supplier (e.g. drillers, piezometer installation, laboratory test work, instrumentation installation, survey, etc.) and other suppliers that the Supplier may use must be itemised and detailed. The percentage mark ups, if any, applied to these services or bought in items must be stated.

Any mark-up must be applied to the price of the service excluding VAT.

2.6 Submission of Invoices

Unless agreed otherwise, all Supplier's invoices will be submitted monthly for all work completed up to and including the invoice date. Unless otherwise agreed with the SLR Project Manager, the supplier's invoices must be submitted to SLR on or before the 24th day of each month so that the Supplier's invoice can be entered into the SLR system for invoicing at month end. Should this date be missed the Supplier's invoice(s) can only be invoiced to the Client in the following month end.

The Supplier's invoices must provide a detailed breakdown of the Professional fees and disbursements incurred in each month for carrying out the work for each particular project. The Supplier MUST state the date, Supplier invoice number, SLR Order number, Supplier VAT number (if applicable), SLR VAT number (if applicable), Supplier's banking details (bank, account name, account number, branch name and number) on each and every invoice submitted, failing which the invoice will not be processed and returned to the Supplier.

The following additional documentation must accompany the Supplier's invoice:

- a) A covering letter identifying the project, the responsible SLR project manager, stating the work undertaken in the previous month;
- b) A budget control sheet providing detail of all invoices submitted to date, the cumulative amount invoiced to date and the budget remaining on submission of each invoice.

2.7 VAT

The Supplier is required to show VAT where applicable as a separate item on all invoices submitted.

2.8 Payment of Supplier's Invoices

The Supplier will only be paid when SLR is paid by the Client. No advance payment under any circumstances will be considered, unless there is an express agreement with SLR and the Client for advance payment for services, in which case payment will immediately be passed on to the Supplier within the time frame stated below.

On receipt of the relevant payment from the Client for the invoiced services, SLR will make every endeavor to pay the Supplier within 30 days.

No interest on outstanding payments will be made by SLR due to the Client's inability to pay the SLR invoices timeously.

The payments by SLR to the supplier in accordance with this Agreement shall constitute the only payments to the supplier in connection with this Agreement and shall be inclusive of all costs expenses and overhead costs of every kind incurred by the supplier in the performance of the sub-consultancy services.

SLR may deduct from any payment due to the supplier any amounts reasonably disputed by SLR or for which it is demonstrated and agreed that it is owed to SLR by the supplier or which represents costs or damages incurred by SLR as a result of any delay by the supplier in the execution or completion of the sub-consultancy services and the enforcement by the client of any penalty provision of the agreement between SLR and the client.

The amounts and currency to be paid in terms of this Agreement shall be as per the order.

2.9 Professional Liability

The Supplier must provide proof to SLR of their professional indemnity insurance in the form of a certificate of currency indicating the value of the indemnity, the scope of the insurance and any qualifications, the name of the insurer and the expiry date of the insurance.

If, at the request of the Client, the Supplier is required to obtain additional professional indemnity insurance for a particular project, then the Supplier in conjunction with SLR will co-operate with the Client to obtain such increased or special coverage for the Project.

The Supplier accepts all liability for his work (and his sub-contractors) and indemnifies SLR for any damages claimed by the Client against SLR as a result of SLR's reliance upon the Supplier's work to the extent that the damage was caused by any unlawful, wrongful or negligent act, error, omission or default by the Supplier.

The Sub-consultant shall indemnify SLR and the Client against each and every liability which SLR or the Client may incur to any other person whatsoever and against the adverse effects of all claims, including claims by third parties, to the extent that the same may arise as a result of the Sub-consultant's breach of its obligations, delict, warranty or otherwise. The Sub-consultant shall maintain the necessary insurance to cover its obligations and liabilities under this Agreement.

To the maximum extent permitted by law, and subject to the provisions of any written or unwritten law of any governing jurisdiction, the operation of which cannot be excluded, restricted or modified by agreement the liability of the Supplier, its employees, officers and directors to SLR, arising out of the performance or non-performance of the Services, whether under law of contract (including but not limited to indemnities), or (including but not limited to negligence) or otherwise, shall be limited in aggregate to the cost of rectifying the works/services and any damages associated with the Project, or the amount of twice the fee value as associated with the Supplier appointment for the Project, whichever is the greater

2.10 Validity

All proposals submitted by the Supplier must indicate a validity date after which the proposal becomes null and void. This validity period cannot be less than 60 days, unless otherwise negotiated with SLR

The cost of services provided by the Supplier must remain valid for the duration of each particular project.

CONDITIONS OF AGREEMENT: (Continued)

WS

2.11 Written Order

A signed SLR written order, or as a minimum a SLR Order number must be received by the Supplier before work can commence.

The supplier is required to carry out the work strictly in accordance with the agreed scope of work as per the order. Any deviation or addition to the scope of work must be formally motivated by the Supplier and authorized by SLR prior to the work commencing. Supplier's invoices for un-approved out of scope work will be rejected.

2.12 Termination of Services

In the event of breach by the Supplier of its obligations under this Agreement, which the Supplier fails to remedy within 7 (seven) days or, otherwise agreed to by both parties in writing, after receiving notice from SLR specifying the breach and requiring its remedy, then SLR may at any time terminate this Agreement forthwith by notice to the Supplier.

Should the Client request SLR to terminate the services of the Supplier due to unsatisfactory work during the course of a project, the Supplier shall have no recourse or claim against SLR whatsoever.

SLR will be entitled to terminate the agreement in the event of the Supplier being declared bankrupt, insolvent or commits any deed of fraud.

2.13 Arbitration

Any dispute between the Parties which cannot be resolved between the Parties through negotiations shall be referred by either Party to a single arbitrator to be finally settled by arbitration under the rules of the Arbitration Foundation of South Africa (AFSA). The arbitration shall be conducted in Pretoria. Any reference to arbitration shall not relieve either party from any liability for the due and punctual performance of its obligations under this Agreement.

2.14 Domicilium

The Parties choose and indicate as their domicilium citandi et executandi for the sending of correspondence and serving of notices and pleadings arising from this agreement the addresses stated opposite their names respectively:

Physical Address:	SLR:	Postal Address:	Supplier (please add address):
Suite 1 Building D Monte Circle Fourways Gauteng South Africa 2191	P O Box 1596 Cramerview South Africa 2060		7 DEWY CRESCENT ROTHBURTON 3217 W. Sanduzi, KZN.

2.15 Duty of Care and Environment

The Sub-consultant undertakes to exercise the necessary skill, care and diligence in rendering the Sub-consultancy services.

The Supplier shall perform its obligations in terms of this Agreement having due regard for the possible impact that its operations may have on the environment and it shall take appropriate measures to prevent and/or mitigate any possible adverse effect that its operations may have on the environment.

2.16 Business Conduct

SLR subscribes to a strict business conduct and anti-bribery policy. By entering into this agreement the Supplier undertakes to ensure that he/she will adhere to the SLR business conduct and anti-bribery policy as amended from time to time.

3 NON-SOLICITATION

The supplier shall not on its own behalf or in conjunction with or on behalf of any other person, company or firm solicit or entice away or endeavour to solicit or entice away from SLR any individual who is an employee, consultant or director of SLR holding a management or technical position or who has had access to material or confidential information and with whom the supplier has had dealings in connection with this agreement during the preceding 12 months, whether or not that individual would commit any breach of contract by reason of his leaving service.

In the case of any breach of clause 3.1 as a result of which the individual ceases to be engaged by SLR, the supplier shall be deemed to have requested consent to engage the individual and SLR may elect, by written notice to the other party, to give such consent. The supplier shall pay SLR an amount equal to 12 months gross pay of the individual in question, based on the average monthly payment in the preceding 12 months in consideration of such consent in addition to any other damages SLR may have suffered as a result of the enticement.

4 INSURANCES AND HEALTH AND SAFETY

The supplier is responsible for its health and safety and that of Supplier employees.

The supplier is required to comply with SLR's health and safety policies and procedures, the Client's health and safety policies and procedures, and the relevant health and safety legislation when working for SLR.

It is the supplier's responsibility to ensure that all the relevant insurance required by law, are in place (e.g. Third party insurance, public liability, medical aid, medical evacuation etc.).

The supplier indemnifies SLR against any health and safety related claim. For example, SLR will not be held responsible for any claim arising from the use of the Suppliers staff, equipment, vehicles, devices, procedures etc., which are required by the Supplier to carry out the agreed scope of work.

5 CLIENT CONTRACT

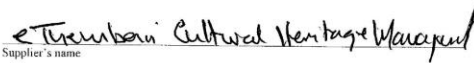
By signing this agreement the Supplier also agrees to any terms and conditions that have been agreed by the Client and the Consultant for the Project.

6 SIGNATURE

The parties hereby bind themselves to the conditions of this agreement.

Supplier signature: 

Duly Authorised signatory for and on behalf of:

 Signed on 19 day of March 2021

SLR RMT member or Project Manager signature: _____

Duly Authorised signatory for and on behalf of: SLR Consulting (South Africa) (Pty) Ltd

Signed on _____ day of _____ 20____

Proof of authorisation to sign this contract must accompany this document.

CONDITIONS OF AGREEMENT WITH COMPANIES SUPPLYING PROFESSIONAL AND/OR CONTRACTING SERVICES

DEFINITIONS:

"The Consultant" means the S&B Company as referred to on the Order form.
 "The Supplier" means the specialist company as referred to on the Order form.
 "The Project" as referred to on the Order form.

"The Client" means the party/Company that S&B supplies services to directly.

1 TERMS OF CONTACT

The terms, "hereof" shall form part of and apply to the contract and all future contracts or other amendments to the contract. The contract shall be governed by the laws of South Africa.

Unless otherwise specifically stipulated in writing to the contrary, the terms hereof shall apply to the Project and any future contracts entered into by the Consultant in respect of the Project.

2 GENERAL CONDITIONS

2.1 Copyright

All documents (reports, drawings, photographs) and information provided by either of them S&B and the Supplier shall remain the property of the Supplier and shall not be disclosed to any other person by either party, unless written permission is given by the Supplier in writing to the other party.

2.2 Confidentiality

All information and documents are to be treated as strictly confidential and shall not be released to any other person unless express permission is given by both the Client and S&B.

2.3 Fee for Professional Services

The Supplier is required to provide a breakdown of their Professional Services for each particular project.

2.4 Variation/Additional services

Any variation to this Agreement, shall only be of force and effect if agreed upon between the Parties in writing. All such variations shall be agreed upon in writing by both the Client and the Supplier. The cost of such variation shall be added to the original quotation and shall be paid by the Supplier.

2.5 Disbursements and expenses

The cost of travel and other expenses (including telephone, stationery, transport, meals, etc.) incurred by the Supplier shall be for its own account and shall not be recoverable. The percentage mark, up to 10%, applied to these services or charges in terms of this Agreement shall not apply.

2.6 Submission of invoices

Unless agreed otherwise, all Supplier's invoices will be submitted monthly for all work completed up to and including the invoice date. Unless otherwise agreed with the S&B Project Manager, the Supplier's invoice must be submitted to the S&B Project Manager for processing. Invoices must be submitted to the Supplier's Project Manager in the following format: S&B Order number, Supplier VAT number (if applicable), S&B Order number and number of invoices to be submitted. Invoices must be submitted in triplicate (original and two copies). The Supplier must submit a copy of the invoice to the Project Manager and a copy to the Client. The Supplier must submit a copy of the invoice to the Client in the following format: S&B Order number, Supplier VAT number (if applicable), S&B Order number and number of invoices to be submitted. Invoices must be submitted in triplicate (original and two copies). The Supplier must submit a copy of the invoice to the Project Manager and a copy to the Client. The Supplier must submit a copy of the invoice to the Client in the following format: S&B Order number, Supplier VAT number (if applicable), S&B Order number and number of invoices to be submitted.

2.7 Covering letter

A covering letter, describing the project, the responsible S&B Project Manager, stating the budget and the status of the project, must accompany each invoice submitted to the Client. A budget control sheet providing details of all invoices submitted to date, the cumulative amount involved to date and the budget remaining on submission of each invoice.

2.7.1 VAT

The Supplier is required to show VAT where applicable as a separate item on all invoices submitted.

2.2 Payment of Supplier's Invoices

The Consultant will be considered under an interest free advance payment facility for its services rendered. Invoices must be submitted to the Client on a monthly basis and must be paid within 30 days of the date of the invoice. If the Client fails to pay the invoice within 30 days, the Consultant shall have the right to suspend its services until payment is received.

The Supplier shall be responsible for the collection and forwarding of its invoices to the Client. No direct or outstanding payments will be made by S&B to the Client's liability to pay the S&B invoices. The Client must ensure that the Supplier is paid in full.

The Client shall ensure that the Supplier is paid in full. The Client shall ensure that the Supplier is paid in full. The Client shall ensure that the Supplier is paid in full. The Client shall ensure that the Supplier is paid in full. The Client shall ensure that the Supplier is paid in full.

2.3 Professional Liability

The Supplier must provide proof to S&B of their professional indemnity insurance in the form of a certificate of currency indicating the value of the indemnity, the scope of the insurance and any conditions, the terms of which shall be the subject of the contract. The Client shall ensure that the Supplier is paid in full. The Client shall ensure that the Supplier is paid in full. The Client shall ensure that the Supplier is paid in full. The Client shall ensure that the Supplier is paid in full.

2.4 Warranty

The Supplier warrants that the work shall be done in accordance with the contract. The Supplier warrants that the work shall be done in accordance with the contract. The Supplier warrants that the work shall be done in accordance with the contract. The Supplier warrants that the work shall be done in accordance with the contract. The Supplier warrants that the work shall be done in accordance with the contract.

2.5 Termination of Services

The Client reserves the right to terminate the contract at any time without notice. The Client reserves the right to terminate the contract at any time without notice. The Client reserves the right to terminate the contract at any time without notice. The Client reserves the right to terminate the contract at any time without notice. The Client reserves the right to terminate the contract at any time without notice.

2.6 Adherence

The Supplier shall adhere to the contract. The Supplier shall adhere to the contract. The Supplier shall adhere to the contract. The Supplier shall adhere to the contract. The Supplier shall adhere to the contract. The Supplier shall adhere to the contract. The Supplier shall adhere to the contract. The Supplier shall adhere to the contract. The Supplier shall adhere to the contract.

2.7 Dispute Resolution

Any dispute arising out of or in connection with the contract shall be referred to the arbitration. Any dispute arising out of or in connection with the contract shall be referred to the arbitration. Any dispute arising out of or in connection with the contract shall be referred to the arbitration. Any dispute arising out of or in connection with the contract shall be referred to the arbitration. Any dispute arising out of or in connection with the contract shall be referred to the arbitration.

2.8 Other

Any other matters shall be dealt with in writing. Any other matters shall be dealt with in writing. Any other matters shall be dealt with in writing. Any other matters shall be dealt with in writing. Any other matters shall be dealt with in writing. Any other matters shall be dealt with in writing. Any other matters shall be dealt with in writing. Any other matters shall be dealt with in writing.

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2.13 Other

Any other matters shall be dealt with in writing. Any other matters shall be dealt with in writing. Any other matters shall be dealt with in writing. Any other matters shall be dealt with in writing. Any other matters shall be dealt with in writing. Any other matters shall be dealt with in writing. Any other matters shall be dealt with in writing. Any other matters shall be dealt with in writing.

2.14 Duty of Care and Environment

The Consultant undertakes to exercise the necessary skill, care and diligence in rendering the services. The Consultant undertakes to exercise the necessary skill, care and diligence in rendering the services. The Consultant undertakes to exercise the necessary skill, care and diligence in rendering the services. The Consultant undertakes to exercise the necessary skill, care and diligence in rendering the services. The Consultant undertakes to exercise the necessary skill, care and diligence in rendering the services.

2.15 Health and Safety

The Supplier is responsible for its health and safety and that of its employees. The Supplier is responsible for its health and safety and that of its employees. The Supplier is responsible for its health and safety and that of its employees. The Supplier is responsible for its health and safety and that of its employees. The Supplier is responsible for its health and safety and that of its employees.

2.16 Non-Solicitation

The Supplier shall not solicit or induce any other person to enter into a contract with the Client. The Supplier shall not solicit or induce any other person to enter into a contract with the Client. The Supplier shall not solicit or induce any other person to enter into a contract with the Client. The Supplier shall not solicit or induce any other person to enter into a contract with the Client. The Supplier shall not solicit or induce any other person to enter into a contract with the Client.

2.17 Signature

The parties hereby bind themselves to the conditions of this agreement. The parties hereby bind themselves to the conditions of this agreement. The parties hereby bind themselves to the conditions of this agreement. The parties hereby bind themselves to the conditions of this agreement. The parties hereby bind themselves to the conditions of this agreement.

2.18 Other

Any other matters shall be dealt with in writing. Any other matters shall be dealt with in writing. Any other matters shall be dealt with in writing. Any other matters shall be dealt with in writing. Any other matters shall be dealt with in writing. Any other matters shall be dealt with in writing. Any other matters shall be dealt with in writing. Any other matters shall be dealt with in writing.

2.19 Signature

The parties hereby bind themselves to the conditions of this agreement. The parties hereby bind themselves to the conditions of this agreement. The parties hereby bind themselves to the conditions of this agreement. The parties hereby bind themselves to the conditions of this agreement. The parties hereby bind themselves to the conditions of this agreement.