

INDEPENDENT CONTRACTOR AGREEMENT

1. INTRODUCTION

WHEREAS

- 1.1. The Company wishes to appoint the Consultant to provide the service.
- 1.2. The Consultant wishes to accept such appointment.
- 1.3. The Consultant is able to provide the service as required by the Company and warrants that he is suitably organised, qualified, financed, equipped and experienced in the provision of the service referred to and required in terms of this Agreement.
- 1.4. The parties wish to record their agreement in writing.

2. INTERPRETATION AND DEFINITIONS

- 2.1. In this Agreement, unless the context otherwise indicates, the following words will have the following meanings:
 - 2.1.1. **"the/this Agreement"** means this Agreement together with the annexures thereto;
 - 2.1.2. **"the Company"** means AMC Classic (PTY) Ltd, Registration Number 1969/014299/07;
 - 2.1.3. **"the Consultant"** means the individual specified on this form;
 - 2.1.4. **"the Service"** means the service to be provided by the Consultant to the Company from time to time in the term of paragraph 3 of this Agreement;
 - 2.1.5. **"the Commission"** means the commission payable by the Company to the Consultant from time to time as set out in the commission rules of the Company and based solely on orders accepted by the Company;
 - 2.1.6. **"the Commencement Date"** means the date on which this agreement commences, as specified on the front of this form.
 - 2.1.7. **"the Protected Parties"** means the Company and its clients.
- 2.2. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females.
- 2.3. The headnotes to the clauses in this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

3. APPOINTMENT

The Company hereby appoints the Consultant to market, promote and sell AMC Cookware. The Consultant accepts such appointment upon the terms and conditions as set out below.

4. DURATION

Notwithstanding the signature date, this agreement shall commence as from the commencement date and shall continue thereafter for an indefinite period until terminated as provided for in this Agreement.

5. RESPONSIBILITIES AND DUTIES

- 5.1. The services may be specified in general terms only and the Consultant shall be bound by any further services as may be required by the Company after consultation with the Consultant.
- 5.2. The Consultant hereby undertakes that he shall at all times during the continuance in force of this Agreement, observe the utmost good faith in the performance of his obligations as set out in this Agreement.
- 5.3. In the performance of this Agreement, the Consultant shall at all times have due regard to and observe the regulations of the Company and administrative conditions, rules and regulations, as may be in existence in all areas of operation of the Company from time to time.

6. PAYMENT AND TAX

- 6.1. The Company will pay the Consultant the commission as set out in the Consultant Procedure Manual for orders accepted by the Company.
- 6.2. The Consultant shall be responsible for accounting to the appropriate authorities for his income tax or any other moneys required to be paid in terms of legislation, or any other law.
- 6.3. The Consultant hereby indemnifies the Company against all losses, claims, liabilities, damage or expense which the Company may suffer as a result of, or which may be attributable to, any liability of the Company for taxation in respect of payment made in terms of the agreement. For these purposes "taxation" includes SITE and PAYE, all other forms of duties or taxation, taxation in respect of any assessment of taxation and any penalties or interest.

7. CONFIDENTIALITY

- 7.1. The Consultant gives his/her undertaking not to use any of the Company's documents, promotional material, procedures, trade secrets, dem kit equipment, etc. for personal gain or any activities in conflict with the business of the Company.

8. TERMINATION

- 8.1. Subject to 8.2, either party may during the currency and duration of this Agreement, terminate this Agreement by giving 24 hours notice to the other party.
- 8.2. It is specially recorded that the Agreement may be summarily terminated if at any stage the Consultant is guilty of fraud, wilful default, gross negligence, gross incompetence or other serious misconduct.
- 8.3. Notwithstanding anything contrary, whether express or implied in the Agreement, the Consultant specifically agrees and acknowledges that:
 - 8.3.1. the Company's right to terminate this Agreement shall be regulated by this Agreement and the Law of Contract alone;
 - 8.3.2. the Consultant is not "an employee" as defined in any South African legislation;
 - 8.3.3. the provisions relating to dismissal or the residual unfair labour practice provisions contained in the Labour Relations Act, 66 of 1995 (as amended), shall not be applied directly or indirectly, to this Agreement;
 - 8.3.4. a valid and lawful termination of this Agreement shall be deemed to constitute a "fair dismissal" of the Consultant for any and all purposes; and
 - 8.3.5. upon termination of this Agreement for any reason, he will not be entitled to, nor will he claim, any retrenchment, discontinuation or severance benefits, irrespective of the circumstances giving rise to any such claim.

9. RELATIONSHIP

- 9.1. The Consultant shall not be entitled to any employment benefits, overtime payments or the like or any payment therefor.
- 9.2. The relationship between the Company and the Consultant shall not be deemed to be one of employer/employee and the Consultant specifically agrees that the Company shall not in any way be liable to the Consultant under the provisions of any legislation which purports to create such an employment relationship.

10. INDEMNITIES

- The Consultant shall indemnify and keep indemnified and hold the Company and its directors, officers and agents harmless against any liability, loss, damage, claim, suit, action, demand, expense of proceedings of whatsoever nature whether arising under any statute or common law in respect of:
- 10.1. any personal injury (which expression should include illness and disability under any relevant workers compensation legislation) or death to any and all persons whomsoever arising out of or in the course of or in the course of and caused negligence or breach of contract by the Consultant in the execution of its function under this Agreement either directly or indirectly; and
 - 10.2. any loss or destruction of, or injury or damage to, or loss of use of all property real or personal (including but not limited to the property of the Company) arising out of or in the course of and caused by negligence or breach of contract by the Consultant in the performance of its duties under this Agreement either directly or indirectly.

11. WARRANTIES

The Consultant warrants that he is able to conclude this agreement and to comply with its obligations covered in this Agreement to the satisfaction for the Company.

12. DISPUTE RESOLUTION

- Any dispute arising from or in connection with this Agreement shall (with the exception of urgent relief claimed from a court of competent jurisdiction);
- 12.1. in the first instance be referred to mediation acceptable to both parties; and
 - 12.2. failing resolution by mediation, shall be finally resolved in accordance with the rules of the Arbitration Foundation of South Africa by an arbitrator or arbitrators appointed by the Foundation; and
 - 12.3. the costs of such mediation and arbitration shall be shared by both parties, unless otherwise ordered by the arbitrator.

13. VARIATIONS NOT EFFECTIVE UNLESS IN WRITING

No variation, modification or waiver of any provisions of this Agreement, or consent to any departure therefrom, shall in any way be of any force or effect unless confirmed in writing and signed by the parties and then such variation, modification, waiver or consent shall be effective only in the specific instance and for the purpose and to the extent for which it is made or given.

14. PARTIES NOT AFFECTED BY WAIVER OF BREACHES

- 14.1. The waiver (whether express or implied) by any party of any breach of the term or conditions of this Agreement by the other party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.
- 14.2. No favour, delay, relaxation or indulgence on the part of any party in exercising any power or right conferred on such party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right preclude any other or further exercises thereof or the exercise of any other power or right under this Agreement.
- 14.3. The expiry or termination of this Agreement shall not prejudice the rights of any party in respect of antecedent breach or non-performance by the other party of any of the terms and conditions hereof.

15. SOLE AGREEMENT

This Agreement constitutes the sole Agreement between parties and no representation not contained herein shall be of any force or effect between the parties.

16. DOMICILIUM

The parties hereto choose domicilia citandi et exectandi for all purposes of and in connection with this Agreement as follows:

- 16.1. The Company: 4 Castor Road, Lansdowne 7780
- 16.2. The Consultant: As specified on the front of this form

17. ASSIGNMENT

This Agreement is personal as between the Company and the Consultant and neither the Company nor the Consultant may sell, assign, cede, transfer or hypothecate any of the rights or interests created under this Agreement or delegate any of the obligations or duties hereunder.

18. FORCE MAJEURE

No party will be liable for failure to perform any obligation in terms hereof in the event and to the extent the such failure is caused by force majeure.