

# CLIENT STATEMENT OF WORK (“CLIENT SOW”)

Between

Kwandah Ltd (“Kwanda”)

and

Chrimmel & Associates (Pty) Ltd (“Client”)

This Statement of Work (“SOW”) is issued under and incorporates the terms of the Master Services Agreement (“MSA”), specifically MSA with reference number C01 between the parties. In the event of conflict, this SOW prevails for project-specific matters unless expressly stated otherwise.

## 1. PROJECT DETAILS

**Project Name:** Data Infrastructure Modernisation & AI Integration

Engagement Type: Project [ ] or Retainer [ ]

**Effective Date:** Date of Signature

**Start Date:** Date of Signature

**Estimated Completion Date:** 10 weeks after signature

## 2. SCOPE OF SERVICES

Kwanda will deliver the following services (“Services” or “Deliverables”):

Kwanda will deliver the following services as part of this engagement:

### 1. Data Infrastructure Audit & Architecture Review

Kwanda will conduct a comprehensive audit of the Client’s existing data infrastructure, including databases, pipelines, and reporting systems. This will result in a written Architecture Review Report identifying gaps, inefficiencies, and recommended improvements, with particular attention to scalability, reliability, and readiness for AI workloads.

### 2. Data Pipeline Modernisation

Kwanda will redesign and rebuild key data pipelines to improve reliability and performance. This includes migrating legacy ETL processes to a modern orchestration framework, implementing data quality checks, and ensuring downstream systems receive clean, consistent data.

### 3. AI Readiness Assessment & Proof of Concept

Kwanda will assess the Client's data assets and business processes to identify high-value AI use cases. Following this assessment, Kwanda will develop one (1) proof-of-concept AI feature — agreed upon by both parties — to demonstrate the feasibility and business value of AI integration within the Client's existing systems.

### 4. Documentation & Handover

Kwanda will produce technical documentation covering the modernised architecture, pipeline design decisions, and the AI proof of concept. A structured handover session (up to 3 hours) will be conducted with the Client's technical team to ensure continuity and internal capability to maintain the delivered systems.

Any services not expressly listed above are considered **Out of Scope** and require a written change request or amendment signed by both parties.

## **3. RETAINER TERMS (Applicable only if "Retainer" is selected above)**

**Monthly Capacity Allocation:** N/A

Overview of scope of work to be completed by Kwanda during the retainer period:

N/A

The above described overview is non-binding and serves as a guideline. The parties agree that certain work may fall outside of the above described scope but will not materially differ in substance to the afore-described work and will be inline with the general nature of the afore-described work. In such a case, clause 6.3.1 of the MSA will not come into effect. Where work does fall outside of the scope and materially differs in substance from the general nature of the described work, clause 6.3.1 will be triggered and a Change Request shall be required.

## **4. ASSUMPTIONS**

This SOW is based on the following assumptions:

- (a) Client will provide timely access to systems, documents, personnel, and API keys and any such information or access that may be reasonably required by Kwanda.
- (b) Client will ensure all data provided is accurate, lawful, and complete.
- (c) Third-party tools, plugins, or paid AI platforms may require additional fees borne by the Client unless otherwise agreed. An estimate of third-party fees may be requested of Kwanda by the

client.

(d) Any delays caused by Client may impact timelines and costs.

## 5. FEES & PAYMENT

**Project Fee:** R185 000 (VAT not applicable)

### **Billing Method:**

- Fixed Fee
- Time & Materials
- Retainer
- Milestone-Based
- Monthly Subscription

### **Payment Schedule:**

Deposit of R65 000 payable upon signature of this SOW. Second instalment of R60 000 payable at project midpoint (week 5). Balance of R60 000 payable upon delivery and acceptance of all Deliverables.

Unless otherwise stated, all invoices are payable within **14 days** of issue.

## 6. ACCEPTANCE CRITERIA & PROJECT COMPLETION

**6.1 Submission for Review** Upon completing each Deliverable or the full project, Kwanda will submit it to the Client for review.

**6.2 Review Period** The Client has **5 business days** to either: (a) **Approve** the Deliverable; or (b) **Provide one consolidated list** of reasonable revisions required under the agreed scope.

If the Client does not respond within 5 business days, the Deliverable is deemed **accepted**.

**6.3 Revisions** Kwanda will complete **one round** of reasonable revisions, limited to correcting non-conformities with the Scope of the Services at no cost, provided the change is within scope. Additional revisions or scope changes will be billed separately.

**6.4 Completion of Project** A project is considered **complete** when: (a) All Deliverables have been submitted and approved (explicitly or by lapse of review period); (b) The Client has begun using the Deliverables in production; (c) Kwanda has delivered all material components and remaining items are out of scope; or (d) The Client has failed to provide required inputs after reasonable follow-ups.

## 7. WARRANTY PERIOD (POST-COMPLETION)

**7.1 Warranty Duration** Kwanda provides a **14-day warranty period** commencing from the date of Project Completion (the "Warranty Period").

**7.2 Scope of Warranty** During the Warranty Period, Kwanda shall correct, at no additional cost, any material bugs or defects where the Deliverables fail to function according to the Scope of Services.

**7.3 Exclusions** This warranty expressly excludes issues arising from: (a) Changes made to the Deliverables by the Client or third parties; (b) Updates or changes to third-party APIs (e.g., OpenAI, Google) that break functionality; or (c) New feature requests not included in the original Scope.

**7.4 Availability** Correction of bugs during the Warranty Period is subject to the availability of the original Kwanda Talent. Where the original Talent is unavailable, Kwanda shall use reasonable commercial efforts to assign alternate Talent, which may incur a reasonable delay.

## **8. CHANGE REQUESTS**

**8.1** Any change to scope, assumptions, deliverables, timeline, or fees must be documented in a **Change Request (CR)**.

**8.2** The client acknowledges that Changes may impact delivery dates and pricing.

**8.3** Kwanda is under no obligation whatsoever to accept a CR and accepting or declining a CR remains in the exclusive discretion of Kwanda.

## **9. DEPENDENCIES & RISKS**

List any known risks or dependencies:

Client to provide timely access to existing data infrastructure, internal technical stakeholders, and any third-party system credentials required. Delays in access may impact the project timeline.

## **10. CLIENT WARRANTY REGARDING RISKS & DEPENDENCIES**

**10.1** The Client warrants that, to the best of its knowledge, it has fully disclosed to Kwanda all material risks, constraints, technical limitations, data issues, security considerations, approvals, system dependencies, operational challenges, and any other factors that may reasonably impact the delivery, timeline, cost, or performance of the Services.

**10.2** The Client agrees to promptly notify Kwanda in writing if any additional risks or dependencies arise during the project.

**10.3** Delays, rework, or additional costs resulting from undisclosed or late-disclosed risks or dependencies may lead to timeline extensions or additional fees.

## **11. TERM & TERMINATION**

**11.1** This SOW remains in effect until: (a) the Services are completed; or (b) either party terminates the MSA to which this SOW relates.

**11.2** Fees for work performed to date remain payable and the Client will under no circumstances attempt to reclaim fees already paid in relation to a terminated SOW.

## 11. SIGNATURES

### For Kwandah Ltd

Name: Kieran Donnelly

Title: Director

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### For Client

Name: Chris Immelman

Title: Director

Signature: \_\_\_\_\_

Date: \_\_\_\_\_