



a world class african city

Proposal for:

SMART e-MED APP POWERED BY RIFUMO

City of Johannesburg



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1 Introduction and Executive Summary

1.1 Executive Summary & Key Introduction

We are pleased to present this comprehensive proposal for the provision of a Smart e-Med App- Powered by Rifumo Solution hosted on Microsoft Azure Marketplace, along with enhancements, maintenance and support services, tailored to meet the specific needs of the City of Johannesburg's Citizen Relationship and Health Sector within the City

At Rifumo Empowerment Holdings, we understand technology's vital role in enhancing business operations and achieving strategic goals. With this in mind, we propose the Smart e-Med App – Powered by Rifumo solution to empower your organisation to deliver online health care services service to the citizens of Johannesburg and South Africa at large most notably the health sector in the public sector.

The business solutions comprise of the several health components which are not limited to Symptom Screen, Visual Nurse or Doctor Assistant o Kiosk, Mental Health Solution and Chronic Disease Management solutions.

1.2 Knowledge of the Public Sector Environment

Our consultants have years of experience in providing Microsoft Dynamics 365 solution configurations, development, and support. They have worked on many types of Dynamics based Public Sector projects, including implementations, upgrades, integrations, reporting, custom-developing tools/enhancements, process mapping, and training organizations in the public sector. On this crucial City of Johannesburg assignment, Rifumo will be able to leverage on its Public Sector experience to hit the ground running.

1.3 Proven Track Record

Rifumo has a proven track record and strong credentials in Microsoft Dynamics 365 projects, ICT Assessments, Business Process Design, System Integrations, and Project Management techniques. We remain a partner of choice to several Public Sector Clients. Our clients current or former are.

- Johannesburg Development Agency JDA
- COJ Departments
- Public Investment Corporation
- Gauteng Department of Education

1.4 Our Solid and Robust Methodology

Our Project Management and Implementation methodology is based on the Microsoft Operations Framework and the Dynamics Sure-Step toolsets. These are tried, tested, and trusted methodologies which have, over the years that we have utilized them, proven to add the desired value to Clients where Rifumo has implemented similar projects.

2 Company Profile: About Rifumo Empowerment Holdings

Established in 2013, Rifumo Empowerment Holdings (REH) is an Information Technology firm specializing in Process Automation (PA), Business Intelligence (BI), Data Warehousing (DW), Digitization, Customer Relationship Management systems (CRM), Application Development and Microsoft Business Central (BC). Our expertise in the development and implementation of Microsoft Technology (MT), enables our team to utilise standard best practices in the implementation of new technology and innovation. REH is a 100% black-owned SMME, B-BBEE Level 1 contributor and a Microsoft Gold Partner.

REH strive for the development, customisation, configuration, and implementation of technology solutions that offer expert guidance on the latest developments in technology across multiple industries. The organisation provides tailor-made solutions that are user-centric and customer focus to enable digital transformation using standard best practices and tried and tested methodologies.

We provide innovative technology through dedicated partnerships with our clients as we work to achieve outcomes that are user-driven and cost-effective. We take pride in enabling solutions and sharing knowledge collaboratively with our clients.

2.1 Company Profile: Our Service Catalogue



Microsoft Azure Cloud Services:

We provide comprehensive implementation and support for Microsoft Azure's suite of cloud services, including virtual machines, storage, databases, analytics, AI, IoT, and more. We enable organisations to build, deploy, and manage applications and infrastructure in a secure and scalable cloud environment.



Microsoft 365:

We offer Office 365 implementation services, to combine productivity tools such as Word, Excel, PowerPoint, and Outlook with collaboration services like SharePoint, Teams, and OneDrive. This is done in collaboration with our partners (clients) to enable businesses with cloud-based communication, collaboration, and productivity solutions.



Dynamics 365:

We offer an end-to-end Dynamics 365 (CRM and ERP) suite of intelligent business applications that streamline processes and enhance customer relationships. This includes modules for sales, marketing, customer service, finance, supply chain, and more, enabling organizations to optimize their operations and drive growth.



Business Intelligence:

We offer technologies, applications, and practices that enable organisations to collect, analyse, and interpret data to make informed business decisions. This involves the use of various tools (Microsoft BI tools) and techniques to transform raw data into meaningful insights, helping businesses gain a competitive edge and drive growth.



Azure AI and Machine Learning (AI and ML):

Through the use of Microsoft Azure (AI and ML), we provide a robust set of AI and machine learning services, including Azure Cognitive Services and Azure Machine Learning. These services enable developers to build intelligent applications that can understand, reason, and interact with users in a natural and personalized way.



Azure IoT:

We use Azure IoT to provide a comprehensive set of services and tools for building and managing IoT solutions. This enables our BI and technical team help organisations to connect, monitor, and manage devices, collect, and analyse data, and create actionable insights to drive operational efficiency and innovation.



Power Platforms:

We use Microsoft Power Platform to combine Power Apps, Power BI, and Power Automate (formerly known as Microsoft Flow) to create low-code/no-code solutions for building business applications, data visualizations, and workflow automation. This empowers organisations and users to create custom solutions and drive digital transformation without extensive coding skills.



Microsoft Security Services:

We provide a range of security services and solutions to protect against evolving threats. This includes Azure Security Center, Microsoft Defender for Endpoint, Microsoft 365 Defender, and more, helping organisations safeguard their data, identities, and infrastructure. This is done through innovation and partnerships with other leading technology organisations in the cybersecurity sector.



Data Warehousing:

We offer data warehousing services for the collection, to collecting, organising, and storing of large volumes of structured and sometimes unstructured data from various sources within an organisation. This involves creating a central repository, as a data warehouse, which is designed to support business intelligence, business portals, analytics, and reporting.

Table 1: Company Profile: Our Service Catalogue

2.2 Company Profile: Consulting Services

Our consulting services aim to provide organisations and government departments with technological solutions to penetrate and/or improve the delivery of business and government services through the use of technology, with expert guidance on service delivery and business model improvement.

Here is a comprehensive catalogue of service offerings that covers various domains, including:

- Project Management
- Change and Adoption
- Business Intelligence
- Enterprise Content Management
- OpenText
- Machine Learning
- Artificial Intelligence
- IoT
- Data Centre Support
- Hosting Solutions
- Modern Workspace (Microsoft 365)
- ICT Infrastructure
- Enterprise Infrastructure Architecture
- Communication Infrastructure
- Disaster Recovery
- Cybersecurity, and
- Healthcare

<p>1</p> <p>Project Management Services</p> <ul style="list-style-type: none"> Project planning, execution, and monitoring Risk management and mitigation strategies Stakeholder management and communication Resource allocation and budgeting Project documentation and reporting 	<p>2</p> <p>Change and Adoption Services</p> <ul style="list-style-type: none"> Change management strategy and planning User adoption planning and execution Training and enablement programs Communication and stakeholder engagement Measuring and tracking change effectiveness and reporting 	<p>3</p> <p>Business Intelligence Services</p> <ul style="list-style-type: none"> Data analysis and reporting Dashboard and visualization development Data modelling and data warehouse design Advanced analytics and predictive modelling Business performance monitoring and KPI tracking 	<p>4</p> <p>Enterprise Content Management (ECM)</p> <ul style="list-style-type: none"> ECM platform implementation and customization Document management and workflow automation Records management and compliance Collaboration and knowledge management Information governance and security 	<p>5</p> <p>Open Text Services</p> <ul style="list-style-type: none"> OpenText software implementation and integration Content management and archiving solutions Document capture and recognition Vendor invoice management Contract management and legal solutions 	<p>6</p> <p>Machine Learning and Artificial Intelligence</p> <ul style="list-style-type: none"> Machine learning model development and deployment Natural language processing and sentiment analysis Predictive analytics and forecasting Image and video recognition Chatbots and virtual assistants 	<p>7</p> <p>Internet of Things (IoT) Solutions</p> <ul style="list-style-type: none"> IoT platform integration and deployment Device connectivity and data acquisition Data processing and analytics IoT's security and privacy IoT application development and customization
<p>8</p> <p>Data Centre Support</p> <ul style="list-style-type: none"> Data center planning and design Installation and configuration of infrastructure components Server and storage management Network infrastructure setup and management Virtualization and cloud integration 	<p>9</p> <p>Hosting Solutions</p> <ul style="list-style-type: none"> Managed hosting services Cloud hosting and migration Infrastructure-as-a-Service (IaaS) and Platform-as-a-Service (PaaS) Disaster recovery planning and implementation Scalable and high-availability hosting solutions 	<p>10</p> <p>Modern Workspace (Microsoft 365)</p> <ul style="list-style-type: none"> Microsoft 365 implementation and migration Collaboration and productivity tools setup SharePoint and Teams customization Document management and version control Mobile device management and security 	<p>11</p> <p>ICT Infrastructure</p> <ul style="list-style-type: none"> Network design and implementation Server and storage solutions Data center architecture and optimization IT infrastructure monitoring and management Virtualization and cloud integration 	<p>12</p> <p>Enterprise Infrastructure Architecture</p> <ul style="list-style-type: none"> Infrastructure assessment and gap analysis Architecture design and planning Technology roadmap development Infrastructure optimization and scalability Integration of legacy and modern systems 	<p>13</p> <p>Communication Infrastructure</p> <ul style="list-style-type: none"> Unified communications solutions Voice over IP (VoIP) implementation Video conferencing and collaboration tools Contact center setup and optimization Network connectivity and telecommunications services 	<p>14</p> <p>Disaster Recovery Services</p> <ul style="list-style-type: none"> Disaster recovery planning and strategy development Backup and recovery solutions implementation Data replication and failover systems Testing and validation of disaster recovery plans Business continuity management
<p>15</p> <p>Cybersecurity Services</p> <ul style="list-style-type: none"> Security assessment and vulnerability scanning Security policy development and implementation Identity and access management Security incident response and threat detection Security awareness training and education 	<p>16</p> <p>Healthcare Services</p> <ul style="list-style-type: none"> Electronic Health Record (EHR) system implementation Health information exchange integration Healthcare data analytics and reporting Telemedicine and remote patient monitoring solutions Compliance with HIPAA and other healthcare regulations 	<p>17</p> <p>Property Management Services</p> <ul style="list-style-type: none"> Lease and tenant management Rent collection and financial reporting Property maintenance and repair coordination Lease administration and documentation Occupancy and vacancy management 	<p>18</p> <p>Reseller Portals</p> <ul style="list-style-type: none"> Development and customization of reseller portals Partner onboarding and enablement Sales and lead management Order processing and fulfillment Channel partner collaboration and communication 	<p>19</p> <p>Indigent Management</p> <ul style="list-style-type: none"> Indigent registration and eligibility determination Case management and service coordination Benefits and assistance program administration Reporting and compliance management Integration with government agencies and service providers 		

Figure 1: Company Profile: Consulting Services

These services are designed to cater to the specific needs of organizations across various industries, providing comprehensive solutions and support in their respective domains.

2.3 Our Track Record

Below are projects that Rifumo have been involved in, that illustrate our capability and experience in delivering Microsoft solutions.

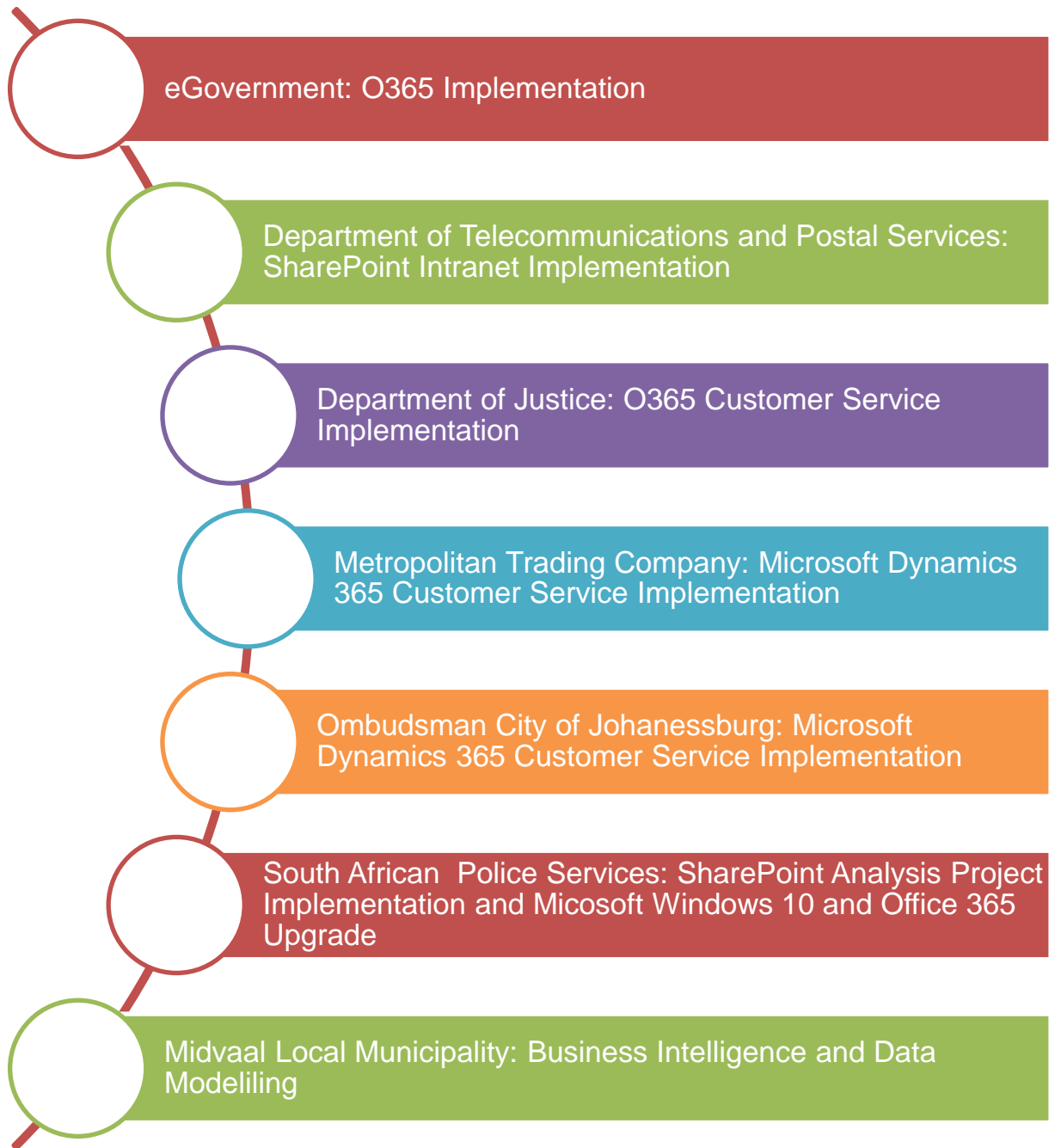


Figure 2: Company Profile: Our Footprint

2.4 Our Business Partners

<p>MTN</p> 	<p>Microsoft</p> 	<p>Huawei</p> 
<p>First Technology</p> 	<p>Phakamo Tech</p> 	<p>Teraco</p> 
<p>Reblaze</p> 	<p>OpenText</p> 	<p>Archibus</p> 
<p>Interfile</p> 	<p>Trifour</p> 	<p>K2</p> 
<p>Nintex</p> 	<p>Dynamics Africa</p> 	

Table 2: Company Profile: Our Business Partners

3 Scope of Work

3.1 Proposed Solution Summar

The Smart e-Med App – Powered by Rifumo Solution is a mobile and web application that is designed to enhance healthcare accessibility, efficiency, and quality, particularly for low-income communities. By leveraging technology, we can bridge the digital divide and provide equitable healthcare services. The application offers a plethora of services or components or features to manage mental health care amongst the citizens. In addition, there are other features such as Chronic Disease Management, Virtual Doctor or Virtual Nurse, Bespoke Patient Engagement or Top-In Store.

The application offers virtually capabilities of the patients at far distance which are more effective and efficient in assisting the community and the health sector also and ensuring customer engagement through the reward capability system of patients who enrol on certain programs. This will alleviate the healthcare technological facilities amongst the community through virtual nurse and virtual doctor which enables patience to be assisted in the comfort of their home.

Our scope of work includes customising and configuring of the Smart e-Med App – Powered by Rifumo solution will be tailored according to the City of Johannesburg requirements and includes the maintenance and support of the solution across the service level agreement.

3.2 Solution Overview

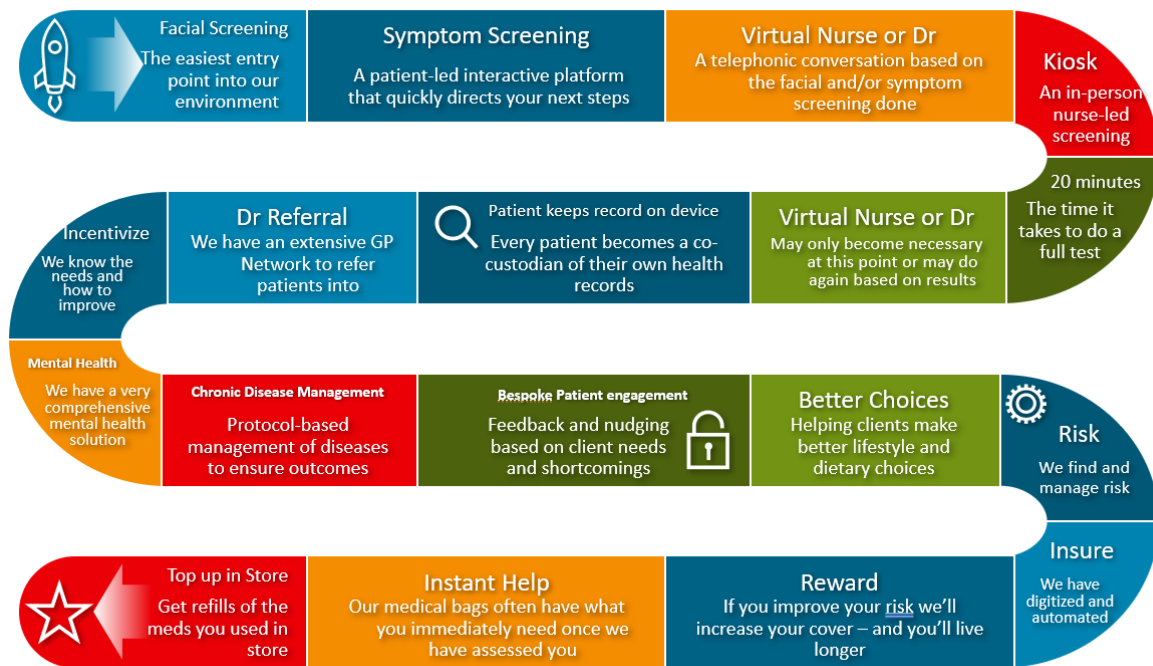


Figure 3: Med-E-Screen App Solution Overview

The following are the key features of the Smart e-Med App – Powered by Rifumo Solution

- Facial Screening Functionality
- Symptom Screening

- Virtual Consult
- Kiosk Screening
- Mental Health
- Chronic Disease Management
- Behavioural Modification and Nudging
- Risk and Insurance
- Genetic Swabbing
- Home Medication Bag

Key Feature for Smart e-Med App – Powered by Rifumo Solution Application	Feature Description
Facial Screening Functionality	The Smart e-Med App – Powered by Rifumo solution will assist the City of Johannesburg through bridging the gap on access to Health facilities. The system comes with facial recognition to allow user to be scanned on the app entry with a secure patient records. The capability is done in the comfort of the patient’s home.
Symptom Screening	symptom screening refers to using digital technologies, artificial intelligence (AI), and connected devices to assess health symptoms and provide insights, recommendations, or early diagnoses. These systems are designed to streamline the diagnostic process, improve accessibility to healthcare, and support clinicians in making informed decisions.
Virtual Consult	Virtual Consult involves the use of advanced technologies like telemedicine platforms, AI-driven decision support, and IoT-enabled devices to facilitate remote healthcare consultations. These systems are designed to provide patients with medical advice, diagnoses, and treatment plans without requiring in-person visits.
Kiosk Screening	Kiosk Screening refers to self-service health kiosks equipped with advanced technology to facilitate preliminary health assessments, symptom screening, and data collection in public or private spaces. These kiosks aim to enhance healthcare accessibility, reduce the burden on medical facilities, and empower users with real-time health insights.
Mental Health	The Mental Health feature integrates advanced technologies like artificial intelligence (AI), machine learning (ML), wearable devices, and mobile applications to support mental well-being and

	healthcare. These tools aim to make mental health care more accessible, personalized, and efficient. Here's an overview:
Chronic Disease Management	<p>Chronic Management System leverages technology to provide efficient, continuous, and personalized care for individuals with chronic conditions. Chronic diseases, such as diabetes, hypertension, cardiovascular diseases, and asthma, require long-term management and monitoring, which can be enhanced significantly through Smart e-Med-App – Powered By Rifumo solutions.</p> <p>Core Components of Chronic Disease Management System:</p> <ul style="list-style-type: none"> • Digital Monitoring Device • Artificial Intelligence and Predictive Analytics • Telemedicine Integration
Behavioural Modification and Nudging	<p>This involves using digital tools to encourage individuals to make healthier lifestyle choices by altering their habits. Strategies include:</p> <ul style="list-style-type: none"> • Goal Setting and Tracking: Apps that set achievable goals for physical activity, diet, or sleep, and allow users to track progress. • Personalization: Tailoring recommendations to the user's specific needs, preferences, and health data. • Feedback Loops: Providing users with real-time or periodic feedback to reinforce positive behaviors. • Habit Formation Techniques: Encouraging small, incremental changes that can evolve into long-term habits.
Risk and Insurance	<p>Risk and Assurance focuses on identifying, mitigating, and managing risks associated with digital healthcare solutions, while ensuring trust, reliability, and compliance. This is achieved through identifying patients that require policies based on their condition through partnering with best insurances by integrating risking system with their pricing engine.</p>
Genetic Swabbing	<p>Smart e-Med-Powered By Rifumo Genetic Swabbing feature leverages digital tools, IoT (Internet of Things), and cloud-based health</p>

	platforms to facilitate genetic testing via swabbing techniques. It integrates with electronic health records (EHRs) and advanced analytics to provide actionable insights for precision medicine.
Home Medication Bag	<p>The concept of the Smart e- Med- App – Powered by Rifumo Home Medication Bag feature is an innovative solution to enhance medication management, especially for individuals with chronic conditions, the elderly, or those requiring consistent medication schedules. The application proposes the 3-tier medical bag comes with primary, advanced and executive capability.</p> <p>The bags contain everyday OTC medication and aids after screening and consultation can be recommended by the Virtual Doctor or Nurse.</p>

Table 3: Med-E-Screen Application Features

3.2.1 Facial Screening Functionality

The City of Johannesburg is making significant strides in enhancing its healthcare services through the implementation of this Smart e- Med App – Powered by Rifumo program. This initiative aims to digitize patient records and integrate them into a comprehensive system that can be accessed across various healthcare facilities.

One of the key features of this program is the use of advanced technologies, including facial screening capabilities:

- To streamline patient identification
- Improve the accuracy of medical records
- Reduce the reliance on paper records
- Ensure that healthcare providers have immediate access to a patient's medical history

3.2.2 Symptom Screening

The Smart e- Med App – Powered by Rifumo Symptom screening aims to digitize the process of identifying patient's health symptoms on the go through the AI technological component. This process is used to identify potential health issues based on the symptoms a person is experiencing. The component consists of 40 symptoms integrated catalogue which are accessed via a mobile device or USSD.

In addition, the application symptom screening capability composed of the following:

.Features:

- **Professional Symptom Screening:** The Smart e- Med App – Powered by Rifumo Solution providers use detailed questionnaires and diagnostic tests to screen for symptoms and identify underlying conditions. This approach is more accurate and tailored to individual health needs.

- The APP incorporates the **AI component of screening patient** for symptoms without in-person clinical screening which enables the Virtual Nurse or Doctor to determine the kind of illness the patient has. This will provide the Virtual Doctor or Nurse with real-time insights of the patient medical condition in order to provide accurate medical advice related to the information provided by the

3.2.3 Virtual Consult

The Smart e- Med App – Powered by Rifumo Solution, with Virtual Consultation capability is a powerful tool that offers healthcare services and support through digital means, making medical consultations more accessible and efficient.

Here are key features for Virtual Consultation (Video, Audio, and Chat)

- **Real-Time Video** Consultation: Enables patients to consult with doctors and nurses via video calls, eliminating the need to visit clinics in person.
- **Audio Calls:** For those who may not have access to high-speed internet or prefer audio-only consultations.
- **Text Chat:** A feature for non-urgent queries, follow-ups, or general advice, providing asynchronous communication between patients and healthcare providers.
- **Waiting Room Capability** - A feature that allows patients to wait in the process of being attended to by the Virtual Doctor or Nurse.

3.2.4 Kiosk Screening

The Smart e- Med App – Powered by Rifumo Solution provides advanced screening solutions that delivers fast results, ensuring that healthcare providers can make timely decisions to improve patient outcomes. We are committed to making healthcare accessible to everyone. THEAPP offers cost-effective screening options without compromising on quality. Our technology is designed to provide accurate recording of readings and reliable results, enabling healthcare professionals to make informed decisions with confidence.

3.2.5 Mental Health

The Smart e- Med App – Powered by Rifumo Solution’s mental health feature is designed to provide the Citizens with a comprehensive screening tool to assess the health condition of the patient on any mental health issues that might arise. This is achieved through a set of assessment component that enable users to

1. **Self-Assessment Tools:** Users can evaluate their mental health status through various questionnaires and assessments.
2. **Therapy and Counseling:** Access to licensed therapists for virtual therapy sessions, often through video, audio, or text.
3. **Mood Tracking:** Tools to monitor and track mood changes over time, helping users identify patterns and triggers.
4. **Mindfulness and Meditation:** Guided exercises and practices to reduce stress and improve focus.
5. **Educational Resources:** Articles, videos, and other materials to educate users about mental health topics.
6. **Crisis Support:** Immediate access to crisis intervention resources and hotlines.

3.2.6 Chronic Disease Management

The Smart e- Med App – Powered by Rifumo Solution’s feature for chronic disease management is a digital platform designed to help patients with long-term conditions manage their health more effectively. Such apps leverage technology like mobile phones, wearables, and cloud computing to provide tools for tracking, monitoring, and improving the quality of life of patients with chronic illnesses.

Key features of the Smart e- Med App – Powered by Rifumo Solution for chronic disease management could include:

1. Personalized Health Monitoring:

- Track vital signs like blood pressure, blood sugar levels, heart rate, oxygen saturation, weight, etc.
- Integrate with wearable devices (like smartwatches) to track physical activity, sleep patterns, and more.
- Record symptoms or flare-ups and their triggers, enabling patients to monitor their condition more closely.

2. Remote Consultations & Telemedicine:

- Enable video consultations with healthcare providers.
- Offer chat or text-based consultations for non-urgent queries.
- Store medical history for easy sharing with doctors.

3. Real-time Data Sharing:

- Secure sharing of patient data with doctors and healthcare providers in real time for better decision-making.
- Use AI to analyze trends in the patient’s data and alert both the patient and the healthcare provider if intervention is needed.

4. Personalized Health Plans:

- Develop tailored health plans based on individual health profiles.
- Provide diet, exercise, and lifestyle recommendations specific to the patient’s condition.
- Include educational resources, reminders for regular checkups, and tips for improving daily living.

5. Condition-specific Support:

- Offer condition-specific tracking (e.g., blood sugar tracking for diabetes, pain tracking for arthritis, etc.).
- Provide access to educational content, support groups, and community forums for emotional and psychological support.

3.2.7 Behavioural Modification & Nudging

This feature for **Behavioural Modification and Nudging** is a digital health application designed to use technology to influence and change users' health behaviours by providing

tailored interventions, motivation, and reminders to help them adopt healthier lifestyles. Med-E-Screen typically use principles of **behavioural psychology** and **nudging** to create subtle but effective changes in user behaviour.

Key Features in the App

1. Personalization:

- The app gathers data from users (e.g., age, activity level, health goals) to tailor recommendations, goals, and content to individual needs.
- Machine learning or AI might be employed to analyse user data and provide personalized feedback or interventions.

2. Nudging: involves subtly guiding users toward making healthier choices without restricting freedom.

- ✓ **Positive reinforcement:** Rewarding small healthy choices with the extensive set of rewards such as
- ✓ **Defaults:** Setting default behaviours that promote health
- ✓ **Reminders:** Sending gentle reminders for users to engage in healthy behaviours

3.2.8 Risk and Insurance

This feature enables the

3.2.9 Genetic Swabbing

3.2.10 Home Medication Bag

3.3 Other Requirements.

This Application offers role-based security functionality, which will separate key user access based on job roles within City of Johannesburg as an organisation and within the solution.

3.4 Azure Data Residence Requirements.

Microsoft has South Africa as one of its Azure Regions, an Azure Data Region is a combination of multiple centres, and South Africa has 2 data centres (North - Gauteng and South – Western Cape) therefore if City of Johannesburg should choose the cloud solution, the Smart e-Med-App – Powered by Rifumo will be hosted in one of the following South African Data regions.

3.4.1 Information Security Requirements.

The Application comes with a bunch of security roles and field security profiles. These out-of-the-box security configurations are then updated and tailored in each implementation

The out-of-the-box security configurations of the App is based on 8 personas – these don't need to be separate individuals as each user can have multiple roles

Additionally, security roles for Connected App allow administrators to give appropriate access to Internet of Things (IoT) tables, including alerts, assets, devices, and commands.

3.4.2 Disaster Recovery.

The Data Recovery plan in a Cloud based environment will be determined by engaging data centre owner, that is, Microsoft. However, all data will be stored securely on the Microsoft Data Centres.

3.5 Communication Plan

A formal process will be employed to facilitate communication during the delivery of the scoped services. There will be two key vehicles for providing this communication: a weekly status report and a weekly status meeting.

- The Rifumo Project Manager, working in conjunction with City of Johannesburg's Citizen Relationship and Urban Management Project Manager, will compile status reports for distribution to both City of Johannesburg's Citizen Relationship and Urban Management and Rifumo Management.
- Meetings will be held to review overall status, the project schedule and open issues noted in the status report.
- Additionally, a Steering Committee will be constituted, and a meeting will be conducted on a monthly basis, after which a status report will be prepared and circulated.

3.6 Change Control

During the delivery of the scoped services, items might arise that are outside the scope of work contemplated by either party. To address such items so that they are given proper consideration and to increase the probability that project scope is carefully managed, and costs are contained, Rifumo will employ a formal change control process.

The proposed change control process that Rifumo will employ is as follows:



Figure 4: Change Control Process

4 Pricing Summary.

The pricing for this project has been thoughtfully structured to align with your budgetary considerations and strategic objectives. We believe in delivering value for your investment, and our pricing reflects our commitment to providing cost-effective, high-quality solutions. Further pricing details are provided in the following section.

As part of our commitment to excellence, we have chosen Microsoft Azure Marketplace as our platform for these portals. Microsoft Azure is renowned for its robust and reliable cloud services, ensuring that you have a secure and scalable environment to deploy and manage these portals effectively. Our expertise in Microsoft Azure Marketplace guarantees a seamless experience throughout this engagement.

Our team's ICT, data, development, and analytics expertise ensures that the warranty outcomes are met and surpassed, resulting in seamless user experiences, robust security measures, and agile scalability. We stand behind our portals with a warranty that instills confidence in their long-term performance, fostering a productive and secure digital environment for all stakeholders.

4.1 Detailed Pricing

WBS	Phases/Tasks	Resources	Hours/Resource	Project Cost
1	Analysis		1924	R5 009 600,00
1,1	JAD Sessions	BA,FC	190	R560 500,00
1,2	Review Business Process Analysis	BA,FC	127	R374 650,00
1,3	Gap/Fit Analysis	FC, BA	156	R460 200,00
1,4	Gap Resolutions	FC	278	R403 100,00
1,5	Description of Interfaces	SD,FC	228	R672 600,00
1,6	Data Migration Plan	PM/FC	379	R1 155 950,00
1,7	Detailed Project Plan	PM	78	R124 800,00
1,8	Functional Requirements Document	BA,FC	180	R531 000,00
1,9	Change Management	PM	180	R288 000,00
1,10	Peer Review	TL,FC, BA	78	R358 800,00
1,11	Sign Off	PM	50	R80 000,00
2	Design Phase		1858	R3 407 600,00
2,1	Design Specifications	FC,BA,SD	206	R916 700,00
2,2	Technical Design & Solution Architecture	SA	306	R504 900,00
2,3	Data Migration Design and Mapping	FC	760	R1 102 000,00
2,4	Test Cases, Scenarios and Plan	FC	408	R591 600,00
2,5	Peer Review	TL	152	R250 800,00
2,6	Sign Off	PM	26	R41 600,00
3	Development Phase		3001	R4 865 900,00
3,1	Application Set Up, Security, Company, Workflow, Modules, Reports & BI Configuration	FC	480	R696 000,00
3,2	Code Development & Customization	SD	921	R1 381 500,00
3,4	Data Migration	FC	900	R1 305 000,00

3,5	System Testing - Unit, Integration, System, Acceptance	FC,SD	301	R887 950,00
3,6	Super User Training and Manuals	FC	308	R446 600,00
3,7	Peer Review	TL	65	R107 250,00
3,8	Sign Off	PM	26	R41 600,00
4	Deployment Phase		1308	R3 385 350,00
4,1	Deployment Plan and Change Request	PM	302	R483 200,00
4,2	Test Plan & Cases	LT,JT,FC	250	R908 750,00
4,3	End User Training Plan and Training Documentation, (User, Training Manuals etc)	FC	156	R226 200,00
4,4	User Training	FC	131	R189 950,00
4,5	Go Live (Production) System	FC,SD,PM	143	R650 650,00
4,6	Hand Holding Support	FC,SD	300	R885 000,00
4,7	Sign Off	PM	26	R41 600,00
5	Operation Phase		452	R723 200,00
5,1	Change Management	PM	103	R164 800,00
5,2	Project Review Documentation	PM	150	R240 000,00
5,3	Project Closure Report & Meeting	PM	199	R318 400,00
5,4	Support under SLA	FC		
Total Implementation Cost Exclusive of VAT				R17 391 650,00
			VAT @15%	R2 608 747,50
Total Project Cost Inclusive of VAT				R20 000 397,50

Table 4: Detailed Pricing Structure

Costing Legend

Code	Description	Cost
PM	Project Manager	1600
BA	Business Analyst	1500
FC	Functional Consultant	1450
TL	Technical Lead	1650
LT	Lead Tester	1100
SD	Senior Developer	1500
SE	Support Engineer	1100
JT	Junior Tester	1085
SA	Solution Architecture	1650

Table 5: Resource Costing Legend

4.2 Pricing Summary Total

Project Phase	Total (Rands)
Analysis Phase	R5 009 600,00
Design Phase	R3 407 600,00
Development Phase	R4 865 900,00
Deployment Phase	R3 385 350,00
Operational Phase	R723 200,00
	Sub Total
	R17 391 650,00
	VAT
	R2 608 747,50
	Total
	R20 000 397,50

Table 6: Consolidated Phase Pricing

Furthermore, our licensing model is structured to provide flexibility and adaptability to your municipality's needs. Each portal offers a range of licensing options, allowing you to choose the most suitable arrangement based on anticipated user volume and usage patterns. Our licensing terms extend beyond the validity period, ensuring ongoing access to updates, enhancements, and new features that align with evolving technological trends.

This approach not only maximises the value of your investment but also reflects our dedication to fostering long-term partnerships. Our licensing agreements are characterised by their transparency and compliance with industry standards, enhancing the predictability of costs and facilitating efficient budget planning. With our licensing model, your municipality gains cutting-edge portals and the assurance of a flexible and sustainable licensing structure.

4.3 Validity Period

Unless otherwise stated in this document, the indicated costs and efforts are valid for a period of sixty (60) calendar days based on the proposal date. Beyond the indicated expiry date, the estimates will require confirmation or adjustment by Rifumo and Microsoft.

4.4 Warranty Period

Rifumo warrants the work governed under this Agreement and corresponding Work Order/s for a period of thirty (30) days from Sign-off and Acceptance by City of Johannesburg, of the work completed for City of Johannesburg or on go-live date.

4.4.1 Warranty Conditions

The warranty provided is specifically for any work completed (under the requirements defined within the Work Order), and that does not comply with:

- Approved specifications, or
- Approved change requests, or
- Written agreement between City of Johannesburg and Rifumo.

4.4.2 Warranty Outcomes

Items covered under the warranty conditions outlined above will be fixed, changed, amended, or completed at Rifumo's cost.

5 Azure Marketplace

Microsoft and partners adhere to the General Procurement Guidelines that are issued by government not only as a prescription of standards of behaviour, ethics, and accountability which it requires of its public service, but also as a statement of the Government's commitment to a procurement system which enables the emergence of sustainable small, medium, and micro businesses which will add to the commonwealth of our country and the achievement of enhanced economic and social well-being of all South Africans.

5.1 Introduction to Microsoft Azure Marketplace

The Microsoft Azure Marketplace is an online store that offers applications and services either built on or designed to integrate with Microsoft's Azure Cloud. The products and services sold through the Azure Marketplace come from either Microsoft directly or its technology partners.

In accordance with the Azure marketplace procurement guidelines, the billing relating to applications and services transacts strictly via Microsoft and clients with an Enterprise Agreement (EA) and or Microsoft Customer Agreement (MCA) are empowered to procure solutions via the marketplace using the EA or MCA as a billing and procurement enabling agreement.

Technology partners solutions that are Microsoft Azure Consumption Commitment (MACC) compliant on the Microsoft Azure Marketplace, means that these solutions can consume Microsoft Azure prepayment through the MCA or, EA monetary commitment. This approach helps simplify clients purchase and payment management processes.

5.2 Microsoft Azure Marketplace: Enterprise Digital Portals

Rifumo currently has several applications available for purchase via the Azure Marketplace. These fall under our Enterprise Digital Portals

These include:

- Enterprise Digital Portals
 - Enterprise Development Portal
 - Business Central Portal
 - Informal Trader
 - Ombudsman
 - SMME Reseller Portal
 - Trade and Investment
- Smart E-Invoicing Portal
- Field Services

In addition, all our Enterprise Digital offers sole source solutions, which are MACC enabled and preferred Microsoft Solutions. The Microsoft Azure Consumption Commitment (MACC) is a contractual commitment that your organization may have made to Microsoft Azure spend over time. If elected by City of Johannesburg (COJ), the procurement of our solutions will be consumed against the current MACC via the Microsoft Customer Agreement (MCA).

5.3 Azure Marketplace Guidelines

- The Microsoft Azure Marketplace works through an agency model which supports the following business process flow:
- The client signs the EA and MCA which is a purchase agreement with Microsoft.
- The client selects a specific solution for purchase from a technology partner on the Microsoft Azure Marketplace.
- In terms of the purchase via the EA and or MCA for Azure Marketplace solutions, Microsoft is responsible for billing, collections, tax payments and the payment to partner.
- It is therefore important to note that as per the Public Finance and Management Act of 1998 (PFMA) Microsoft and the Microsoft Enterprise Agreement (EA) and Microsoft Customer Agreement (MCA) are the contracting purchase agreement.
- The technology partner is responsible to set the price for its products, sets the terms of use, sets the requirement technology configuration, and provides technical support relating to such a product, solution, or service.
- Technology partners are therefore responsible for supporting their software whilst Microsoft is responsible for supporting the purchase, billing, payments, and subscription management experience as well as the overall Microsoft Azure platform.

5.4 Procurement Assumptions

- Any government department or entity which is a holder of a valid and binding Enterprise Agreement (EA) and or Microsoft Customer Agreement (MCA) and having followed its own internal procurement processes and approvals can directly procure additional products or services from the Microsoft Azure Marketplace.
- The process of appointing Microsoft technology partners is entirely at the discretion of Microsoft clients. This process should be conducted in line with each client's internal approval and/or procurement processes.
- In appointing any Microsoft technology partner, Microsoft clients should therefore have due regard to their own internal approval processes, and we recommend the partner appointment should be signed off by an appropriately delegated and/or authorized accounting officer in line with the PFMA.
- Microsoft does not influence or play any role in this process.
- Once a technology partner has been appointed, the client will have to enter into a separate agreement or alternatively an SLA with such a partner.
- This agreement is intended to regulate the use of third party licenses for the marketplace products and applications. Microsoft also allows technology partners to leverage our standard contracts or create custom terms and conditions per offering.
- If a client accepts these and buys a solution on marketplace his agreement outlines partner specific terms that relate to their product including the price, the terms of use and provides details of technical support relating to such a product. This agreement is directly between the purchaser on the marketplace and publishers' solutions.
- Therefore, clients must be cognizant that technology providers with solutions on Microsoft Azure Marketplace can either utilize the standard contract terms for Azure marketplace with custom amendments or create their own terms and conditions per marketplace solution It is the client's accountability to understand and accept these terms and conditions in line with your internal approval processes.

It is assumed by Microsoft, Rifumo that our joint client City of Johannesburg has followed all approved procurement processes that comply with PFMA prior to purchasing from Microsoft the Microsoft Azure Marketplace offers on the Microsoft Azure Marketplace. If there is any

uncertainty, please contact your Microsoft Account Executive and or Rifumo as your Appointed Microsoft Licensing Service Provider (LSP).

6 Terms & Conditions

6.1 Introduction

These are standard Terms of Business, which would constitute the entire agreement between any party that gets into an agreement with Rifumo upon purchasing this solution.

For purposes of these terms the following words shall have the provided meanings:

1. "AFSA" shall mean the Arbitration Foundation of Southern Africa, or its successors in title.
2. "Applicable Laws" shall mean all national, provincial, local and/or municipal legislation, regulations, statutes, by-laws, ordinances, guidance notes, Consents and/or laws of any relevant Governmental Authority and/or any other instrument having the force of law as may be issued and in force from time to time relating to or connected with the activities or the engagement between the Parties as contemplated under this Contract.
3. "Business Day" shall mean any day other than a Saturday, Sunday, or public holiday in the Republic of South Africa.
4. "Agreement Business Hours/Hours" shall mean the hours from 08h00 to 17h00 (South African time) on Business Days.
5. "Client" shall mean the client receiving the work.
6. "Confidential Information" shall mean any and all information relating to either Party's business information (technical, commercial, operational, financial) and business relationships including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, Intellectual Property and Personal Information, disclosed either directly or indirectly in writing, orally or visually and which the disclosing Party desires to protect against unrestricted disclosure or competitive use, and which is furnished pursuant to this Contract.
7. "Consent" shall mean any voluntary, specific, and informed expression of will in terms of which permission is given for the Processing of Personal Information as set out in Section 1 of the POPIA.
8. "Data" shall mean any data, including Personal Information as defined in the Protection of Personal Information Act, 2013 and referred to in the Promotion of Access to Information Act 2 of 2000 ("PAIA") and any other Applicable Laws.
9. "Data Subject" shall mean any natural or juristic person to whom the Personal Information relates as set out in Section 1 of the POPIA.
10. "Effective Date" shall mean the Signature Date of this terms, and in respect of each Project Work Order, the effective date stipulated therein, failing which it shall be the Signature Date of such Project Work Order.
11. "Information Officer" shall mean in the case of a juristic person: the chief executive officer or equivalent officer of the juristic person or any person duly authorized by that officer; or the person who is acting as such or any person duly authorized by such acting person.
12. "Intellectual Property" shall mean all work product generated by each Party including, but not limited to, any and all information, notes, material, drawings, records, diagrams, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets; and includes the various methodologies, procedures, processes and techniques,

models (including, without limitation, function, process, system and data models), templates, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems which each Party has created, acquired or otherwise has rights in.

13. "Parties" shall mean the parties to this Agreement collectively, and "Party" means either one of them individually, as the context requires.
14. "Personal Information" shall mean any personal information as defined in the Protection of Personal Information Act 4 of 2013 relating to an identifiable, natural or juristic person, including information relating to race, gender, sex, marital status, nationality, ethnic or social origin, colour, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identity number, online identifier or other particular assignment to a person, location information, telephone number, email, postal or street address, biometric information and financial, criminal or employment history as well as the personal opinions, views or preferences of the person correspondence sent by a person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence or the views or opinions of another individual about the person and the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person as set out in Section 1 of the POPIA.
15. "Processing" shall mean any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including- the collection, receipt, recording, organizations, collation, storage, updating or modification, retrieval, alteration, consultation or use; dissemination by means of transmission, distribution or making available in any other form, or merging, linking, as well as restriction, degradation, erasure or destruction of information as set out in Section 1 of the POPIA.
16. "Project" shall mean a project or other Client engagement and its associated scope of work, as described in a Project Work Order.
17. "Project Work Order" shall mean the document signed by the Parties describing the details about a specific Project to be undertaken by the Parties including, without limitation, any additional terms and conditions applicable to that Project.
18. "Project Manager" shall mean the individual appointed from time to time to be responsible for the overall planning, supervision, and control of a Project Work Order.
19. "Services" shall mean the services to be provided by the Parties in terms of the Projects as detailed in the Project Work Orders executed by the Parties from time to time.
20. "Service Provider" shall mean Rifumo.
21. "Signature Date" shall mean in respect this Contract or any Project Work Order, the date that the last Party signs.
22. "Subcontractor" shall mean the Party designated as such in a Project Work Order.

6.2 Applicability of these Terms of Business

1. These Terms of Business apply to the provision of any of the Services provided by Rifumo to the Client.
2. These Terms of Business are applicable to the Client, its officers, directors, employees, affiliates, agents, representatives, or sub-contractors. It is the responsibility of the Client to ensure that the Client's officers, directors, employees, affiliates, agents, representatives, sub-contractors are made aware of the terms of the Contract

6.3 Access and Use

1. The Client will be granted a non-transferable license to access Services and use the Service and Products, as provided for in the relevant Agreement and Appendices thereto.
2. The usernames, passwords, and PIN numbers (if applicable) of Authorised Users are personal to the individual Authorised Users and the Client and the Authorised Users undertake not to allow any person other than the relevant Authorised User to access or use the Services or Products using such username, password, and PIN number (if applicable).

6.4 Confidentiality

1. Neither Party shall at any time disclose, directly or indirectly, to any other person whatsoever (including to the public or any section of the public) any information concerning this Contract or any other information of any nature whatsoever concerning the other Party or any company affiliated with the other Party, including but not limited to, its customers, employees or plans, or any other matter regarding the internal affairs of the other Party or its affiliates whether such information or matter is stated to be confidential or not, without the express written permission of the other Party (collectively, "Confidential Information").
2. This covenant is given by each Party on its behalf and each Party also undertakes to ensure that it will take all reasonable steps to enforce obligations in like form against its directors, shareholders, representatives, agents, and employees.

6.5 Service Standards

1. Rifumo is committed to always provide the Client with access to a high-quality Service and the highest quality of support to meet the Client's needs.
2. If at any time the Client believes that Rifumo's Services or the Products could be improved, or is dissatisfied with any aspect thereof, Rifumo requests the Client to raise the matter immediately with representative responsible for this Contract or with the director in charge of the Service. In this way Rifumo can ensure that Client's concerns are dealt with properly and promptly.

6.6 Rifumo's Responsibilities

Rifumo is responsible for:

1. Granting access to the Services and/or Products to the Client and its Authorised Users on the basis set out in the relevant Agreement; and
2. Provision of training and support on the basis set out in the relevant Agreement.

6.7 Permissible Uses

The Client may:

1. Only use the Services and Products for purposes of its internal business and as provided for in the Agreement.
2. Customise, manipulate, analyse, reformat, print and/or display for its internal use the reports generated by the Services or Products including the information contained in such reports); and
3. Only permit access to and use of the Services and Products to Authorised Users.

6.8 Third-party Products, Equipment and Operation

1. The Client will ensure that it and all Authorised Users using the Products hold valid and current licences entitling them to use such Rifumo and third-party Products and that they will abide by the terms of any such license agreements when accessing and using the Products.
2. The Client is required to acquire and maintain all telephone and other equipment required to access the Products (at its own cost).
3. The Client is responsible for operating its own equipment and to familiarise itself with the information available through the Products.

6.9 Impermissible Uses

The Client agrees that it and the Authorised Users are not permitted to:

1. De-compile, reverse compile, disassemble or print the source code nor derive, nor attempt to derive the source code of the Software;
2. Attempt to modify, enhance or alter the Software or any part thereof, or permit others to do so;
3. Copy, adapt, rent, lease, sub-license, resell, broadcast, publicly distribute or publicly display, transfer possession, or ownership, or provide right of access and use of the Services and/or Products and/or reports generated by the Products (including the information contained therein) and/or any related documentation, user manuals, products, services, data or other information or parts thereof, obtained from Rifumo to any third-party; and
4. Remove, alter, or obscure any copyright, legal, proprietary, or other notices on the Rifumo Products and or third-party Products.

6.10 Fees and Payments

1. Payment terms are strictly 30 days from date of invoice. Invoicing will happen monthly and will be based on fixed amount for the month, work completed as per the timesheets or based on the last two sprints for the billing month. Invoicing will happen monthly and will be based on the fixed amount for the month, work completed as per the timesheets or based on the last two sprints for the billing month.
2. Unless otherwise specified, all fees and expenses set out are exclusive of Value Added Tax (VAT) and other statutory fees and charges. The Customer shall pay all VAT and any other such fees and charges that may be payable on such fees and expenses.
3. If any quote, agreement, or piece of work is subject to licensing that comprises foreign exchange rates or is based on foreign 3rd party licenses, Rifumo has the right to re-negotiate prices with clients should the exchange rate increase by more than 10% of the agreed amount.
4. All amounts which are required to be paid to Rifumo and which are not paid on the due date shall bear interest at the current prime rate per month. The said interest shall be calculated monthly in arrears from the due date of payment and shall be compounded.
5. Rifumo may suspend any or all of the Services or supply of Products on seven (7) days written notice to Customer if any payment is overdue by more than seven (7) days and may require payment in advance for future supply of Products or provision of Services.
6. Rifumo shall issue the Client with the relevant credit and debit notes in circumstances contemplated in Section 21(1) of the VAT Act. The credit and debit notes will contain all the particulars contemplated in Section 21 of the VAT Act, as the case may be.
7. Rifumo will apply an automatic 6% escalation annually to all charges including hourly rates, maintenance charges and all other quoted items. Rifumo reserves the right to charge a

higher CPI increase should CPI increase significantly or if any suppliers change their increases.

6.11 Copyright and Intellectual Property Rights

1. All Intellectual Property belonging to either of the Parties shall remain the property of such party and the other Party will not acquire any right, title, or interest in and to such Intellectual Property.
2. Where the Client has a licence to use Products, such license is granted on a non-exclusive and non-transferable basis.
3. Each party agrees that it shall not duplicate, reverse assemble, decompile, reverse engineer, or otherwise attempt to derive source code (or the underlying ideas, algorithms, structure, or organisation) from any such Intellectual Property which constitutes computer software, except as specifically authorised in writing by the Party owning such property. Such conduct will entitle Rifumo to immediately terminate the relevant Business Agreement.
4. Neither party shall in any manner alter, remove, or affect the display of the respective Intellectual Property rights notices (and disclaimers) of the other party and/or their vendors and licensors without the prior written approval of the other party, and their vendors or licensors where applicable; and
5. Neither party may use the other party's Intellectual Property, trade names, logos or any derivative or component thereof without the prior written approval of the other party.
6. If the Services or any component thereof becomes, or in Rifumo's reasonable opinion is likely to become, the subject of an Intellectual Property infringement claim or proceeding, Rifumo shall use reasonable efforts to secure the right to continue providing the Services and/or for the Client to continue using the Services. In the event that despite reasonable efforts, this cannot be accomplished by Rifumo, Rifumo shall discontinue the affected part of the Services and Rifumo's charges shall be equitably reduced to reflect the reduction in the value of the Services to the Client, provided that the aforementioned remedies shall be the Client's sole remedies in respect of any such intellectual property infringement claim.

6.12 Data Usage and Protection

1. Rifumo and the Client shall comply with all Data use and Data protection requirements as may be applicable to the engagement between the Parties, as dictated by Rifumo's Data protection policies in force from time to time, and any applicable legislative requirements and the Data use and Data protection requirements as specified in the Project Work Orders hereto.
2. The Parties warrant that it will Process Personal Information submitted to it by the other strictly within the bounds of the instructions received from the Client. Any potential further Processing will be communicated to the other Party and will only be done upon receiving written Consent from the other Party.
3. The Parties warrant that Personal Information submitted to it is treated as Confidential Information and will not be disclosed to third parties without the prior Consent of the other Party unless the disclosure is required by law or in the course of the proper performance of Rifumo's duties under this Contract. For further information regarding the Parties' privacy practices, the Parties are encouraged to familiarise themselves with each other's Data protection policies that are in force from time to time.
4. The Parties acknowledge and accept that the other may have to disclose, share or transfer Personal Information to third parties and in the event of subcontracting, as part

of the engagement agreed upon between the Parties and performance of its obligations in terms of this Contract. and any Project Work Orders.

5. The Parties will retain Personal Information only for as long as the purpose for which the Personal Information is collected remains in respect of this Contract and the Project Work Orders, or as required by law.
6. The Parties warrant that they are authorised to submit any Personal Information under their control to each other and that they are each able to provide proof thereof.
7. Each Party will indemnify, defend, and hold harmless the other and its directors, officers, employees, contractors or agents and sub-contractors, against any and all Data Subjects and third-party claims and actions related to the unlawful Processing of Personal Information for the duration of this Contract.

6.13 Data Protection Rights and Notifications

1. Data Subjects have certain rights in respect of their Personal Information. In particular:
 - a. **Withdrawal of Consent:** Data Subjects may withdraw their Consent at any time by sending a written request to the relevant Information Officer. Upon receiving notice that the Data Subject has revoked his/her/their Consent, The Parties will stop Processing the Data Subject's Personal Information within a reasonable time, which will vary depending on what information has been collected and for what purpose, and the Data Subject will receive a confirmation email from the relevant Party stating same.
 - b. **Access or obtain a Copy of Personal Information:** Data Subjects have the right to examine any of their Personal Information held by the Parties. In order to do so Data Subjects may send a written request to the relevant Information Officer. As per the Promotion of Access to Information Act, 2000 ("PAIA"), The Party holding the Personal information may charge a nominal fee should the Data Subject request any physical records.
 - c. **Update, Modify, Rectify, Erase:** the Personal Information that the Parties hold on the Data Subject; and
 - d. **Object:** to the Processing of the Data Subject's Personal Information or Restrict or stop the Parties from Processing any of the Personal Information which it holds on the Data Subject, including by withdrawing any Consent previously given for the Processing of such Personal Information.
2. The Parties undertake to notify each other immediately of:
 - a. Any request from a Data Subject which results in a Party's obligation to cease Processing certain Personal Information;
 - b. Any instance in which one of the Parties is obligated to assist the other with enforcing a Data Subject's rights as set out in the Protection of Personal Information Act, 2013 or any other Applicable Laws;
 - c. Any instance that would render either of the Parties unauthorised to continue Processing certain Personal Information of Data Subjects.
3. The foregoing notwithstanding, neither Party assumes any responsibility for the accuracy, completeness, or integrity of the Data which either of the Parties stores, collects, collates, mines, transmits, alters or Processes and the Parties accordingly indemnify each other against any loss or damage which either Party may suffer as a result of any incomplete, incorrect, or corrupt Data generated through the Parties' engagement with each other.
4. The Client agrees to indemnify and hold harmless Rifumo and its directors, officers, employees, contractors or agents and sub-contractors from any and all third-party claims, liabilities, against loss, damages, costs, or expenses (including reasonable attorney fees) arising from any claim, demand, assessment, action, suit or proceeding

relating to the unauthorised use and processing of Personal Information as defined in any applicable data protection law of any third party.

6.14 Information Officer

1. The Protection of Personal information Act, 2013 (“POPIA”) places a duty on Rifumo to appoint an Information Officer.
2. Rifumo has appointed Nkosana Tshabalala as Information Officer, whose contact details are: nkosana@rifumoholdings.co.za (email).
3. The duties of the Information Officer under the Applicable Laws are:
 - a. Liaising with the Client when it enquires about Personal Information of Data Subjects.
 - b. Assisting the Client with any requests and enforcing Data Subject rights in respect of the Client’s or the Data Subjects’ Personal Information;
 - c. Making sure that Rifumo is compliant with the Applicable Laws and that Rifumo Processes Personal Information under its control in accordance with this Agreement.
4. In the event that the Client or a Data Subject wishes to enforce any of the above rights, such request should be submitted via email to Rifumo’s Information Officer. Furthermore, the Client and the Data Subjects have the right to lodge a complaint with the South African Information Regulator.

6.15 Indemnities and Limitations

1. The Client agrees to indemnify and hold harmless Rifumo and its directors, officers, employees, contractors or agents and sub-contractors from any and all third-party claims, liabilities, against loss, damages, costs, or expenses (including reasonable attorney fees) arising from any claim, demand, assessment, action, suit or proceeding relating to the use of Rifumo’s Services, information, and/or Products that is based on the Client’s or its Representatives’ conduct, action, or inaction.
2. Rifumo assumes no responsibility for the accuracy, completeness, or integrity of the data which the Client stores, collects, collates, mines, transmits, alters or processes utilising the Services and/or the Products. The Client agrees to indemnify and hold harmless Rifumo and its directors, officers, employees, contractors or agents and sub-contractors from any and all third-party claims, liabilities, against loss, damages, costs or expenses (including reasonable attorney fees) arising from any claim, demand, assessment, action, suit or proceeding relating to the use of Rifumo’s Services or Products, which Client may suffer as a result of any incomplete, incorrect or corrupt data generated by, from or using the Services and/or the Products.
3. Neither Party shall be liable, whether in contract, delict or otherwise, for any indirect or consequential damages including, but not limited to, loss of data, loss of profits, loss of custom, and/or business foregone, whether foreseeable or not, and whether or not in the contemplation of the Parties at the time of the conclusion of an agreement, arising from or in connection with this Contract.
4. The aggregate liability of each Party to the other, whether in contract, delict or otherwise, shall not exceed the total amount payable by the Client to Rifumo in terms of this Contract except if caused by gross negligence or wilful misconduct.
5. Rifumo will not be liable to the Client, or any assignee or third party claiming through or on behalf of the Client for any punitive damages whatsoever or for any consequential or other loss or damages beyond the maximum liability specified.
6. Any claims, howsoever arising, must be commenced formally by service of court summons or process initiating arbitration proceedings within three years after the Party bringing the claim becomes aware (or ought reasonably to have become aware) of the facts which give rise to the claim and, in any event regardless of the knowledge of the

claimant, by no later than three years after the date of any alleged breach of contract, delictual act or other act or omission giving rise to a cause of action. This expressly overrides any statutory provision, which would otherwise apply.

7. Section 1 of the Apportionment of Damages Act, 1956, will apply to all claims between Rifumo and the Client and that “breach of contract or gross negligence” and “damages” or “losses” as used herein shall be deemed to fall within the meanings of “fault” and “damage” as contained in Section 1 of the Apportionment of Damages Act, 1956.
8. Rifumo alone will be responsible for the fulfilment of its obligations in terms of the Contract. By entering into the Contract, the Client agrees that it will not bring any claim in respect of or in connection with the Contract, whether in contract, delict or otherwise, against any Rifumo entity, or against any of the directors, partners, employees, agents or sub-contractors of Rifumo or any other Rifumo entity.
9. Rifumo accepts no third-party claims for damages of any nature arising from this Contract. For the avoidance of doubt, the term “third-party” includes Authorised Users.
10. The aggregate liability of each party to the other, whether in contract, delict or otherwise, shall not exceed the total amount payable by the client to the Company in terms of this agreement except if caused by gross negligence or wilful misconduct.

6.16 Termination and Suspension

1. Rifumo shall be entitled to suspend Services where Client is in breach of any material aspect of the Agreement and these Terms and fails to remedy such breach after being given thirty (30) days’ notice to remedy the breach. Rifumo may terminate any Service(s) under these Terms should Client be in breach of any material aspect of such Service(s) and fails to remedy the breach after being given thirty (30) days’ notice to remedy the breach.
2. Either Party shall be entitled to terminate this Contract at any time, by providing to the other Party thirty (30) days’ prior written notice of such intention to terminate, provided that the provisions of this Contract shall continue to apply to any active Appendix until such Appendix is terminated.
3. Unless otherwise provided for therein, any Appendix may be terminated at any time on thirty (30) days’ written notice by Rifumo. Any termination of such Appendix shall not affect the operation of the remainder of this Contract.
4. Rifumo shall be entitled to terminate this Contract, at any time and with immediate effect, without prejudice to any other rights it may have hereunder or in law, by providing the Client with notice of such termination if any of the following occur:
 - a. Other than for the purposes of reconstruction or amalgamation, the Client is placed under voluntary or compulsory winding up, judicial management or receivership or under the equivalent of any of the foregoing; or
 - b. The Client makes any arrangement or composition with its creditors generally, or ceases or threatens to cease to carry on business or disposes of any of its material assets other than in the normal course of business; or
 - c. The Client consolidates or merges with or into any entity; or
 - d. A substantial part of the Client’s property becomes subject to levy, seizure, assignment, or sale for or by any creditor or governmental agency.

6.17 Return of Information

1. In the event that this Contract is terminated as described herein, each Party shall forthwith return to the other all papers, materials, and other properties of the other then in its possession, save to the extent that these are needed to carry out the Services in respect of any active Appendix.

2. The Client may at any time on written request to Rifumo, require that Rifumo immediately return to the Client any of the data belonging to the Client and may, in addition, require that Rifumo furnish a warranty to the effect that upon such return, it has not retained in its possession or under its control, either directly or indirectly, any such data or material. Alternatively, Rifumo shall, as and when required by the Client on written request to Rifumo destroy all such data and material and furnish the Client with a written statement to the effect that same has been destroyed. Rifumo shall comply with any request in terms, within seven (7) days of receipt of such request.

6.18 Electronic Communication

1. In connection with this Contract, Rifumo and the Client and the Authorised Users may wish to communicate electronically with each other. However, the electronic transmission of information, including downloading of files, cannot be guaranteed to be secure or virus- or error-free and consequently, such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Rifumo and the Client each recognise that systems and procedures cannot be a guarantee that transmissions will be unaffected by such hazards.
2. Each Party accepts these risks and authorises electronic communications between them.
3. Each Party agrees to use commercially reasonable procedures to check for the currently most commonly known viruses before sending information electronically.
4. Each Party shall be responsible for protecting its own systems and interests in relation to electronic communications and neither Party (in each case including their respective directors, partners, employees, sub-contractors or agents and in the case of the Client each Authorised User) will have any liability to each other on any basis, whether in contract, delict (including negligence) or otherwise, in respect of any error, damage, loss or omission arising from or in connection with the electronic communication of information between them or their reliance on such information.

6.19 Monitoring

Rifumo reserves the right to and may from time to time, in order for it to monitor compliance with the terms of the Contract, monitor any and all information transmitted or received.

6.20 Disclaimers by Rifumo

1. The Products are provided “as is” and Rifumo makes no express or implied warranties whatsoever in relation thereto. Without limiting the generality of the foregoing:
 - a. Rifumo does not represent or warrant that the Services and/or the Products will meet the Client’s particular requirements but will meet the substantial requirements.
 - b. Rifumo does not warrant that the services will be error free, will be available on a continuous or uninterrupted basis or at any particular time, or will meet any particular criteria of accuracy, completeness, reliability, performance or quality, or the implied warranties of merchantability or suitability for a particular purpose; and
 - c. Rifumo does not represent or warrant that any reports or information that the Client or Authorised Users may access or download when using the Services or Products will be error-free, free from viruses or other harmful components.
2. Rifumo is excluded from liability for any of the following:
 - a. Any interruption or non-availability of the Services or the Products, or any systems failure, access failure, or any errors, inaccuracies or lack of completeness, reliability,

performance, quality, merchantability or suitability for a particular purpose or the specific purpose of the Client;

- b. Any errors, viruses, or other harmful components to which the Client or any third party or any Authorised User, or any documents, files, Products, hardware, or computer systems of any of the aforementioned parties are exposed as a consequence of using the website or the Products;
- c. Any unauthorised access to or alteration of transmissions of data (including, inter alia, Authorised User passwords) or of any material or data sent or received, or not sent or received by any Party which could not have been prevented by organisational security measures.

6.21 Force Majeure

1. Neither Rifumo nor the Client will be liable to the other for any delay or failure to fulfil their obligations under this Contract to the extent that any such delay or failure arises from causes beyond their reasonable control, including but not limited to an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war (declared or undeclared), civil war, revolution, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions, epidemics, act of any Government or other Authority, compliance with Government orders, demands or regulations, or any circumstances of like or different nature.
2. Should either Party be prevented from carrying out its contractual obligations by force majeure lasting continuously for a period of thirty (30) days the Parties will consult with each other regarding the future implementation of this Contract. If no mutually acceptable arrangement is arrived at within a period of seven (7) days thereafter, either Party will be entitled to terminate this Contract forthwith on written notice.

6.22 Governing Law

1. This Contract will be governed by and interpreted in accordance with the laws of South Africa.
2. In the event of there being any dispute or difference between the Parties arising out of this Contract which cannot be resolved amicably by the Parties, the said dispute or difference shall, on written demand by either Party be submitted to arbitration in Johannesburg in accordance with the Arbitration Foundation of South Africa ("AFSA") rules, which arbitration shall be administered by AFSA.
3. Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the Parties to the dispute or failing agreement within 10 (ten) business days of the demand for arbitration. In this instance, any Party to the dispute shall be entitled to forthwith call upon the chairperson of the Johannesburg Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than ten (10) years standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the Parties to the dispute.
4. Any Party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.

5. Nothing herein contained shall be deemed to prevent or prohibit a Party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.

6.23 Cession and Assignment

1. This Contract and any part, share or interest herein and the rights and obligations of the Client are personal and may not be ceded, delegated, or assigned, let, or otherwise disposed of in any manner whatsoever without the prior written consent of Rifumo.
2. Any consent or approval required to be given by either Party in terms of this Contract will, unless specifically stated otherwise, not be unreasonably withheld.

6.24 Variation

No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Contract will be of any force or effect unless in writing and signed by both the Parties.

6.25 Waiver

No waiver of any of the terms and conditions of this Contract will be binding or effectual for any purpose unless in writing and signed by the Party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given. Failure or delay on the part of either Party in exercising any right, power or privilege hereunder will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

6.26 Severability

1. All provisions and the various clauses of this Contract are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other.
2. Any provision or clause of this Contract which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this Contract shall remain of full force and effect.
3. The Parties declare that it is their intention that this Contract would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

6.27 Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Contract as at the date of signature of the Party last signing one of the counterparts.

6.28 Notices

All notices in terms of this Contract shall be in writing addressed to the registered address of the Party and shall be sent by prepaid registered post or shall be physically delivered. Posted notices shall be deemed to have been received on the 5th business day following posting.

Any written notice in connection with this Contract may be addressed to the Parties respective address as set out in the Contract.

In the case of **Rifumo Empowerment Holdings (Pty) Ltd** to:

Postal Address:	289C Ontdekkers Service Road, Property Park Florida Park Roodepoort 1709 South Africa
Physical Address:	289C Ontdekkers Service Road, Property Park Florida Park Roodepoort 1709 South Africa

And shall be marked for the attention of the CEO.

