

**EXECUTION VERSION**

amended and restated

12 November 2020,  
updated 24.11.2020

**AMENDED AND RESTATED MANAGEMENT  
SERVICES AGREEMENT**

between

**HIGHLANDS SOUTH AFRICA (PTY) LTD, formerly Canopy Growth South Africa (Pty) Ltd**, a limited liability private company duly incorporated in the Republic of South Africa with registration number 2018/360843/07 (the "**Service Provider**")

**MINDHEALTH BIOMED CORP.**, a private company incorporated in Canada with incorporation number 1250817 ("**Client**"),

and

**MIND HEALTH (PTY) LTD**, a private company incorporated in the Kingdom of Lesotho with registration number 71179 ("**Company**"),

collectively referred to as the "**Parties**"

## 1. INTERPRETATION

- 1.1. In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –
- 1.1.1. **"Agreement"** means this management services agreement and the annexure hereto;
- 1.1.2. **"Annual Budget"** means the annual budget of the Company approved in terms of clause 4;
- 1.1.3. **"Auditors"** means the auditors of the Company from time to time;
- 1.1.4. **"Board"** means the board of directors of the Company;
- 1.1.5. **"Business Plan"** means the annual business plan to be prepared by the Service Provider in term of clause 4;
- 1.1.6. **"Company Staff"** means all employees, labourers and contract workers contracted by the Company;
- 1.1.7. **"Contracts"** means all contracts to be concluded between the Client and/or the Company and third-party contractors, service providers and supplies to execute the Project, and **"Contractors"** shall be construed accordingly;
- 1.1.8. **"CPI"** means the average annual rate of change (expressed as a percentage) in the Consumer Price Index for all metropolitan areas as published in the Government Gazette by Statistics South Africa, or such other index reflecting the official rate of inflation in the Republic of South Africa as may replace it from time to time;
- 1.1.9. **"Effective Date"** means 1 November 2020;
- 1.1.10. **"Fees"** means fees for the Services set out in clause 6;
- 1.1.11. **"Governmental Body"** means any country, any national body, any state, province, municipality, or subdivision of any of the foregoing, any

Governmental department, or any agency, court, entity, commission, board, ministry, bureau, locality or authority of any of the foregoing, or any quasi-Governmental or private body exercising any regulatory, taxing, importing, exporting, or other Governmental or quasi-Governmental function;

- 1.1.12. **"Project"** means the design, construction, erection, commissioning, operation and maintenance of a Psilocybin cultivation facility and the sale of psilocybin mushrooms;
- 1.1.13. **"Project Site"** means the cultivation site situated at
- 1.1.14. **"Services"** means the management services as set out in Annexure A hereto;
- 1.1.15. **"Team"** means the Service Provider's personnel as set out in Annexure B, as amended from time to time;
- 1.1.16. **"VAT"** means value-added tax or goods and services taxes or withholding taxes as levied from time to time in terms of applicable law.
- 1.2. Unless otherwise provided, defined terms appearing in this Agreement in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 1.3. A reference to any statutory enactment shall be construed as a reference to that enactment as at the Effective Date and as amended or substituted from time to time.
- 1.4. The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.
- 1.5. No provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a Party to this Agreement.

- 1.6. The use of any expression in this Agreement covering a process available under South African law, such as winding-up, shall, if either of the Parties to this Agreement is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.

## **2. INTRODUCTION & APPOINTMENT**

- 2.1. The Client has acquired 100% of the shares in the Company. The Company shall own and house the Project.
- 2.2. The Service Provider has the necessary skills to deliver the Services.
- 2.3. The Client appointed the Service Provider to manage the design, construction, erection, commissioning, operation and maintenance of the Project as well as the sale of psilocybin mushrooms as more fully described in Annexure "A" in terms of a management services agreement concluded on or about 25 May 2020. This Agreement shall be the amended and restated management services agreement and shall replace the former management services agreement in its entirety with effect from the Effective Date.
- 2.4. The Client hereby appoints Service Provider to provide the Services in accordance with the provisions of this Agreement and Service Provider hereby accepts such appointment.

## **3. DURATION**

This Agreement shall come into effect on the Effective Date and shall continue for a period of 3 years, unless validly terminated in terms of clause 11 of this Agreement. The Client shall be entitled to terminate this Agreement upon 3 months' written notice to Service Provider and Service Provider shall be entitled to terminate this Agreement upon 6 months' written notice to the Client.

#### **4. ANNUAL BUDGET AND BUSINESS PLAN**

- 4.1. Service Provider shall, every year by no later than 60 (sixty) days prior to the end of the financial year of the Company, submit to the Board for approval a proposed Annual Budget and Business Plan for the conduct of the business during the next financial year, in the form and level of detail determined by the Board from time to time.
- 4.2. The Annual Budget shall include but not be limited to –
  - 4.2.1. a projected cash flow statement for the ensuing financial year; and
  - 4.2.2. a capital expenditure programme specifying amounts outstanding on approved capital expenditure brought forward from the prior year as well as proposed future capital expenditure commitments of the Company.
- 4.3. The Board shall evaluate, amend and finalise the Annual Budget within 30 (thirty) days of receipt. The first Business Plan shall be drafted and submitted by Service Provider to the Company within 60 days of the Effective Date.
- 4.4. Until such time as the new Annual Budget has been approved in accordance with this clause 4, the previous Annual Budget (indexed), will be applied by the Board and will be binding on the Parties as if it had been approved in accordance with this clause 4.
- 4.5. Service Provider is hereby authorized to conduct the Services in accordance with the Annual Budget. Any costs or expenditure with respect to any item in the Annual Budget in excess of 10% must be approved by the Board.
- 4.6. The Company may, from time to time, authorize a modification to or deviation from the Annual Budget to increase the authorized expenditure thereunder.
- 4.7. Service Provide may, from time to time, approach the Board to authorize a modification to or deviation from the Annual Budget to increase the authorized expenditure thereunder.
- 4.8. Service Provider does not guarantee any revenues, sales, returns, profit or any other projected incomes which may be reflected in the Annual Budget

and shall not be held accountable for reaching any projected revenue targets.

## **5. SERVICES**

- 5.1. Service Provider shall provide the Services up to a maximum of 400 hours per month of the combined hours of Services delivered by the Team. Such hours, the Team and the Fees are based on Service Provider's understanding of the Company, the skill set and capabilities of the Company Staff and the complexities and demands of the Project. If there is a fundamental change in this position during the course of this Agreement, the Parties will meet in good faith to review and discuss such changes, and agree adjustments to the hours of Services required and a corresponding adjustment to the Team and Fees as required as well as the appointment of additional Company Staff. The Annual Budget will be updated accordingly.
- 5.2. Service Provider shall, in order to carry out its duties and obligations in terms of this Agreement, have all powers ordinarily or reasonably implicit to represent the Company and to do anything in the name of and for the account of the Company which Service Provider considers necessary, expedient or desirable for the management and administration of the Company.
- 5.3. In carrying out its mandate to provide the Services, Service Provider undertakes as follows to the Company to comply with all reasonable and lawful directions, orders and instructions given by the Board to Service Provider from time to time in connection with matters regulated by this Agreement.
- 5.4. The Company shall render all possible reasonable assistance and co-operation to Service Provider in connection with Service Provider's performance of its duties under this Agreement.
- 5.5. For the avoidance of doubt, Service Provider may at any time act in the same or similar capacity or capacities in respect of other companies engaged in the psilocybin, cannabis and similar business.
- 5.6. The Client and the Company acknowledge that there are inherent limitations

with delivering the Services particularly resulting from the need to rely on management representations, Contractors and Company Staff. Accordingly, the Client and the Company agrees that it is responsible for making all key decisions relating to its business.

- 5.7. The Services shall be carried out by the Team. While the individuals making up the Team may change from time to time, their respective roles will remain in place and filled.
- 5.8. Service Provider will make recommendations to the Board regarding the appointment of Company Staff and Contractors required for the operation of the Project, to attend to the production activities and to carry out all such other services not included in the Services. While Service Provider shall manage and monitor the Company Staff and Contractors, it will not be held accountable for any act or omission of the Company Staff or Contractors and shall under no circumstances be held liable for any damages or losses caused by such Company Staff or Contractors.

## **6. REMUNERATION AND PAYMENT**

- 6.1. As consideration for the Services, the Client shall pay to Service Provider  
\_\_\_\_\_ per month.
- 6.2. The Fees shall each increase on each anniversary of the Effective Date, or such other date as the Parties may agree, by the increase in CPI for the most recently completed 12-month period for which CPI has been published at such anniversary.
- 6.3. All payments to be made under or arising from this Agreement will be made by electronic transfer of immediately available and freely transferable funds, free of any deductions or set-off whatsoever, in the currency of the Republic of South Africa and, in the case of payments made by the Client, to such account notified in writing by Service Provider from time to time.
- 6.4. Should any payment under or arising from this Agreement fail to be made on the due date thereof then, without prejudice to such other rights as may accrue to the payee consequent upon such failure, such overdue amounts

will bear interest at the prime rate of Service Provider's bankers, from the due date for payment to the date of actual payment, both dates inclusive.

- 6.5. Unless the context of the clause concerned clearly indicates that the amount concerned is inclusive of VAT, all amounts provided for in this Agreement shall be exclusive of VAT.

## **7. QUALITY OF SERVICES**

Service Provider undertakes that during the term of this Agreement:

- 7.1. it will perform the Services with care, diligence and skill, in accordance with generally recognised commercial practices;
- 7.2. the Services will be provided in accordance with all applicable laws from time to time.

## **8. COSTS**

- 8.1. Subject to Board direction and approval or as may be provided for in a preapproved budget, Service Provider may procure and shall co-ordinate the procurement of advice and professional services to be provided to the Client and/or the Company at the cost of the Client. For the avoidance of doubt, such services may include financial administration services, legal advisory and litigation services, company secretarial services, auditing, tax consultancy services and information technology services.
- 8.2. Service Provider may subcontract the performance of certain Services, provided that Service Provider shall remain liable for the rendering of such Services. The subcontractor shall be paid by Service Provider at its cost, unless otherwise agreed by the Client.
- 8.3. All costs associated with compliance with any applicable laws and regulations, including the costs of the statutory audit of the Company shall be borne by the Client. Board approval shall not be unreasonably withheld or delayed and may be given by subsequent ratification rather than prior approval where the matter is urgent.



## **9. LIMITATION OF LIABILITY AND INDEMNIFICATION**

- 9.1. Except in the case of fraud, gross negligence or wilful misconduct, Service Provider's total liability, whether based in contract, delict, warranty, strict liability or otherwise, arising out of, connected with or resulting from the Agreement or from the performance or breach hereof, shall be limited to the aggregate of all fees actually paid to Service Provider over the 12 (twelve) months preceding the date of cause of action.
- 9.2. The Client and the Company shall promptly notify Service Provider of any claim made by any third party ("**Third Party Claim**") which may give rise to a claim in respect of or arising from the Services. Service Provider shall have the right to defend the Client and/or Company (as the case may be) against the Third Party Claim with legal representation of its choice reasonably satisfactory to the Client and/or Company (as the case may be) provided that Service Provider conducts the defence of the Third Party Claim actively and diligently and without unreasonable delay, and regularly provides the Client and/or Company (as the case may be) with the same information which Service Provider has in its possession or under its control, the intention being that the Client and Company should be as well informed, at all times, as Service Provider is informed.
- 9.3. For so long as Service Provider is conducting the defence of the Third Party Claim in accordance with the provisions of this clause –
- 9.3.1. the Client and/or Company (as the case may be) will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of Service Provider (which consent shall not be unreasonably withheld); and
- 9.3.2. Service Provider will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Client and/or Company (as the case may be) (which consent shall not be unreasonably withheld).

## **10. CONFIDENTIALITY**

- 10.1. The Parties undertake that during the operation of, and after the expiration,

termination or cancellation of, this Agreement for any reason, they will keep confidential –

- 10.1.1. any information which a Party ("**Disclosing Party**") communicates to the other Party ("**Recipient**") and which is stated to be or by its nature is intended to be confidential;
- 10.1.2. all other information of the same confidential nature concerning the business of a Disclosing Party which comes to the knowledge of the Recipient whilst it is engaged in negotiating the terms of this Agreement or after its conclusion, including –
  - 10.1.2.1. details of the Disclosing Party's financial structures and operating results; and
  - 10.1.2.2. details of the Disclosing Party's strategic objectives and planning.
- 10.2. If a Recipient is uncertain about whether any information is to be treated as confidential in terms of this clause, it shall be obliged to treat it as such until written clearance is obtained from the Disclosing Party.
- 10.3. Each Party undertakes, subject to clause 10.4, not to disclose any information which is to be kept confidential in terms of this clause, nor to use such information for its own or anyone else's benefit.
- 10.4. Notwithstanding the provisions of clause 10.3, a Recipient shall be entitled to disclose any information to be kept confidential if and to the extent only that the disclosure is *bona fide* and necessary for the purposes of carrying out its duties in terms of this Agreement.
- 10.5. The obligation of confidentiality placed on the Parties in terms of this clause shall cease to apply to a Recipient in respect of any information which –
  - 10.5.1. is or becomes generally available to the public other than by the negligence or default of the Recipient or by the breach of this Agreement by the Recipient;
  - 10.5.2. the Disclosing Party confirms in writing is disclosed on a non-confidential basis;

10.5.3. has lawfully become known by or come into the possession of the Recipient on a non-confidential basis from a source other than the Disclosing Party having the legal right to disclose same, provided that such knowledge or possession is evidenced by the written records of the Recipient existing at the Effective Date; or

10.5.4. is disclosed pursuant to a requirement or request by operation of law, regulation or court order, to the extent of compliance with such requirement or request only and not for any other purpose,

provided that –

10.5.5. the onus shall at all times rest on the Recipient to establish that information falls within the exclusions set out in clauses 10.5.1 to 10.5.4;

10.5.6. information will not be deemed to be within the foregoing exclusions merely because such information is embraced by more general information in the public domain or in the Recipient's possession; and

10.5.7. any combination of features will not be deemed to be within the foregoing exclusions merely because individual features are in the public domain or in the Recipient's possession, but only if the combination itself and its principle of operation are in the public domain or in the Recipient's possession.

10.6. In the event that the Recipient is required to disclose confidential information of the Disclosing Party as contemplated in clause 10.5.4, the Recipient will –

10.6.1. advise the Disclosing Party thereof in writing prior to disclosure, if possible;

10.6.2. take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;

10.6.3. afford the Disclosing Party a reasonable opportunity, if possible, to intervene in the proceedings;

10.6.4. comply with the Disclosing Party's reasonable requests as to the manner

and terms of any such disclosure; and

- 10.6.5. notify the Disclosing Party of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it is made.

## **11. BREACH**

- 11.1. If a Party ("**Defaulting Party**") commits any breach of this Agreement and fails to remedy such breach within 10 (ten) business days ("**Notice Period**") of written notice requiring the breach to be remedied, then the Party giving the notice ("**Aggrieved Party**") will be entitled, at its option to terminate this Agreement or claim specific performance, with or without claiming damages.
- 11.2. Either Party shall be entitled to terminate this Agreement with immediate effect in the event that the other Party:
- 11.2.1. is or is deemed for the purposes of any applicable law to be insolvent or unable to pay its debts as they fall due, admits its insolvency or its inability to pay its debts as they fall due, suspends making payments on any of its debts or announces an intention to do so (other than pursuant to a bona fide dispute) or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to the rescheduling, restructuring or compromise of any of its indebtedness;
- 11.2.2. is or is deemed for the purposes of any applicable law to be "financially distressed" (as defined in the South African Companies Act, 71 of 2008).
- 11.3. If this Agreement is terminated or expires in accordance with its terms, all the rights, powers and authority of Service Provider under this Agreement shall cease to be of any force or effect upon termination or expiry and Service Provider shall not hold itself out in any way as the agent or manager of the Company thereafter.
- 11.4. Upon termination, Service Provider shall immediately:
- 11.4.1. cease and refrain thereafter from performing the Services under this Agreement;
- 11.4.2. co-operate with and provide such assistance as the Company or a

successor as it may reasonably request for the purposes of performing the functions of Service Provider under this Agreement; and

- 11.4.3. generally do all such things as may be necessary to place the Client and/or the Company or a successor in full control of the Services provided under this Agreement.
- 11.5. Upon termination as aforesaid, and save where this Agreement provides to the contrary, neither Party shall have a claim against each other.
- 11.6. The Parties agree that any costs awarded will be recoverable on an attorney-and-own-client scale unless the Court specifically determines that such scale shall not apply, in which event the costs will be recoverable in accordance with the High Court tariff, determined on an attorney-and-client scale.

## **16. BENEFIT OF THE AGREEMENT**

This Agreement will also be for the benefit of and be binding upon the successors in title and permitted assigns of the Parties or any of them.

## **17. APPLICABLE LAW AND JURISDICTION**

- 17.1. This Agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.
- 17.2. The Parties hereby consent and submit to the non-exclusive jurisdiction of the Western Cape High Court, Cape Town in any dispute arising from or in connection with this Agreement.

## **18. GENERAL**

### **18.1. Whole Agreement**

- 18.1.1. This Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on any of the Parties.
- 18.1.2. This Agreement supersedes and replaces any and all agreements

between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to the subject matter hereof.

**18.2. Variations to be in Writing**

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

**18.3. No Indulgences**

No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other Parties in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement and no single or partial exercise of any right by any Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Party's rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement 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.

**18.4. No Waiver or Suspension of Rights**

No waiver, suspension or postponement by any Party of any right arising out of or in connection with this Agreement shall be of any force or effect unless in writing and signed by such Party. Any such waiver, suspension or postponement will be effective only in the specific instance and for the purpose given.

#### **18.5. Provisions Severable**

All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement 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 Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

#### **18.6. Continuing Effectiveness of Certain Provisions**

The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

#### **18.7. No Assignment**

Neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by either Party without the prior signed written consent of the other Party.

### **19. COSTS**

Except as otherwise specifically provided herein, each Party will bear and pay its own legal costs and expenses of and incidental to the negotiation, drafting, preparation and implementation of this Agreement.

### **20. SIGNATURE**

20.1. This Agreement is signed by the Parties on the dates and at the places indicated below.

- 20.2. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.
- 20.3. The persons signing this Agreement in a representative capacity warrant their authority to do so.
- 20.4. The Parties record that it is not required for this Agreement to be valid and enforceable that a Party shall initial the pages of this Agreement and/or have its signature of this Agreement verified by a witness.

SIGNED at Cape Town on 1 November 2020

For and on behalf of  
**HIGHLANDS SOUTH AFRICA (PTY)  
LTD formerly CANOPY GROWTH  
SOUTH AFRICA (PTY)**

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Signature

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Name of Signatory  
Jody Aufrichtig

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Designation                      of  
Signatory  
Director

For and on behalf of  
**MINDHEALTH BIOMED CORP**

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Signature

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Name of Signatory  
Jody Aufrichtig

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Designation                      of  
Signatory  
Director



For and on behalf of  
**MIND HEALTH (PTY) LTD**

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Signature

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Name of Signatory  
Jody Aufrichtig

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Designation                      of  
Signatory  
Director

## ANNEXURE "A"

### MANAGEMENT SERVICES

#### SERVICES

Service Provider shall provide the administrative and management services set out in this Annexure A with respect to the Project. The Project shall be executed and managed in accordance with the Annual Budget.

#### ADMINISTRATIVE SERVICES

##### 1.1. Financial Administration and Control

- 1.1.1. Keep company books and act as secretary to the Board;
- 1.1.2. Attend to all bookkeeping functions;
- 1.1.3. Weekly (and where necessary daily) follow up of all outstanding invoices for debtors and creditors;
- 1.1.4. Monitor all bank accounts;
- 1.1.5. Monitor the Company's budgets from time to time.

##### 1.2. Annual Budget and Monthly Management Accounts

- 1.2.1. Preparation of the Annual Budget for presentation to the Board.
- 1.2.2. Preparation of the following management accounts:
  - 1.2.2.1. Income Statement;
  - 1.2.2.2. Balance Sheet;
  - 1.2.2.3. Monthly and year-to-date variances;
  - 1.2.2.4. Forecast of financial accounts for the following month; and
  - 1.2.2.5. Recommendations.

##### 1.3. Tax Matters

- 1.3.1. Submission of all tax returns required;
- 1.3.2. Submitting tax returns and claims timeously;
- 1.3.3. Ensuring that the Company meets all the administrative requirements to remain tax compliant.

##### 1.4. Annual Financial Statements

- 1.4.1. Engage with the Company's auditors to review and update the annual financial statements;

- 1.4.2. Plan the annual audit with the Company's auditors;
- 1.4.3. Provide any necessary support and information to the Company's auditors to allow them to complete the audit; and
- 1.4.4. Implement recommendations made by the Company's auditors.
- 1.5. **Statutory and Board matters**
  - 1.5.1. Prepare and issue the information required for the Board meeting;
  - 1.5.2. Report to the Board on financial and administrative results.
- 1.6. **General Services**
  - 1.6.1. Managing government relations (including regulators).
  - 1.6.2. Attending to general Occupational Health & Safety matters and management.

## **COMPLIANCE MANAGEMENT**

- 2.1. Managing compliance with laws applicable to the Project.
- 2.2. Attending to regulatory matters and audits.

## **PROJECT EXECUTION AND MANAGEMENT**

### **3.1. General**

Service Provider will carry out project management activities that will include the following aspects:

- 3.1.1. provide the Company with advice on Project related matters;
- 3.1.2. conduct regular meetings with Contractors to review progress and project issues;
- 3.1.3. assist in discussions with Governmental Bodies having jurisdiction over the Project Site;
- 3.1.4. check and confirm the specified Project interfaces and make recommendations to the Company on any remedial actions required for Contractors or the Company;
- 3.1.5. review the preventative and corrective maintenance performed each year.

### **3.2. Design, Construction, Operations Management**

- 3.2.1. Attend to the approval and sign off of design with the Contractor.
- 3.2.2. Preparation of tender documentation.
- 3.2.3. Managing tender processes (minimum 3 quotations required)
- 3.2.4. Compiling elemental quantity surveyor cost estimates.
- 3.2.5. Appointment of contractors and sub-contractors.

- 3.2.6. Attending to cost management.
- 3.2.7. Management of construction projects.
- 3.2.8. Management of Company's relationship with Contractors in accordance with the Contracts.
- 3.2.9. Review and manage the Contractor's preventative and corrective maintenance schedules and operations.

**3.3. Facility Staff Management**

- 3.3.1. Overseeing staff.
- 3.3.2. Performing an HR function.
- 3.3.3. Securing Visas and work permits.

**3.4. Security**

- 3.4.1. Overseeing camera installation.
- 3.4.2. Overseeing on site Security.
- 3.4.3. Managing the security of goods in transit.

**3.5. Cultivation and related activities**

Managing all aspects of the inoculation, colonization, fruiting, harvesting and processing processes.

**POST HARVEST SERVICES**

The Service Provider shall provide the following post-harvest services:

- 4.1. Monitoring packaging and storage of product.
- 4.2. Advising on the distribution and sales of product.
- 4.3. Advising on sales and offtake agreements.
- 4.4. Logistics and supply chain management.
- 4.5. Customs and import/export facilitation.

**ANNEXURE "B" - TEAM**

<b>Name</b>	<b>Job title / position</b>	<b>Location of work (office / site)</b>	<b>PROFILE</b>
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