

Service Agreement

Agreement Date (dd/mm/yy):	/ /	Reference No.:	
-----------------------------------	-----	-----------------------	--

Business Centre Address:
364 Pretoria Avenue
Unit No. 2, The Ferns Office Park
Ferndale, Randburg
2194

Client Address (Not a Business Centre Address):	
Company Name:	
Contact Name:	
Address:	
Address:	
Phone & Email:	

Office Payment Details (excluding tax/GST and excluding services)			
Office Number	No. of People	Monthly Office Fee	Currency
			ZAR
Total per Month			ZAR -

Initial Payment	First Month's Fee	R
	Service Retainer	R
	Total Initial Payment	R
Monthly Payment	Total Monthly Payment Thereafter	R

Service Provision	Start Date		End Date*	
--------------------------	------------	--	-----------	--

***All agreements end on the last calendar day of the month.**

Comments:

We are Kman Property Holding (Pty) Ltd. This Agreement incorporates our terms of business set out on attached Terms and Conditions, attached House Rules and Service Price Guide (where available) which you confirm you have read and understood. We both agree to comply with those terms and our obligations as set out in them. This agreement is binding from the agreement date and may not be terminated once it is made, except in accordance with its terms. Note that the Agreement does not come to an end automatically. See "Automatic Renewal" section of your terms and conditions for the notice terms if you wish to end your agreement.

Name (printed):

Title (printed):

Date:

SIGNED on your behalf

These General Terms and Conditions apply to Office agreements for services We supply to You.

1. General Agreement

- 1.1. Nature of an agreement: At all times, our office building remains in our possession and control. YOU ACCEPT THAT AN AGREEMENT CREATES NO TENANCY INTEREST, LEASEHOLD ESTATE OR OTHER REAL PROPERTY INTEREST IN YOUR FAVOR WITH RESPECT TO THE ACCOMMODATION. We are giving You the right to share the use of the Building with Us and other clients.
- 1.2. House Rules: The House Rules, which are incorporated into these terms and conditions, are primarily in place and enforced to ensure that all clients have a professional environment to work in.
- 1.3. Availability at the start of an agreement: If for any unfortunate reason We cannot provide the services in the Building by the start date, We will have no liability to You for any loss or damage to delay the start of the agreement or cancel it.
- 1.4. **AUTOMATIC RENEWAL:** SO THAT WE CAN MANAGE YOUR SERVICES EFFECTIVELY AND TO ENSURE SEAMLESS CONTINUITY OF THOSE SERVICES, ALL AGREEMENTS WILL RENEW AUTOMATICALLY FOR SUCCESSIVE PERIODS EQUAL TO THE CURRENT TERM UNTIL BROUGHT TO AN END BY YOU OR US. ALL PERIODS SHALL RUN TO THE LAST DAY OF THE MONTH IN WHICH THEY WOULD OTHERWISE EXPIRE. THE FEES ON ANY RENEWAL WILL BE AT THE THEN PREVAILING MARKET RATE (PRICES ARE SET ANNUALLY SO DEPENDING ON WHEN YOUR AGREEMENT IS DUE TO RENEW, THERE MAY BE A CHANGE IN PRICE). IF YOU DO NOT WISH FOR AN AGREEMENT TO RENEW THEN YOU CAN CANCEL IT EASILY WITH EFFECT FROM THE END DATE STATED IN THE AGREEMENT, OR AT THE END OF ANY EXTENSION OR RENEWAL PERIOD, BY GIVING US PRIOR NOTICE. NOTICE MUST BE GIVEN THROUGH AN ELECTRONIC-MAIL. THE NOTICE PERIODS REQUIRED ARE AS FOLLOWS:

<u>Term</u>	<u>Notice Period</u>
12 months	no less than 2 months' notice prior to the end of the term
More than 12 months	no less than 3 months' notice prior to the end of the term

- 1.5. We may elect not to renew an agreement. If so, We, will inform You by e-mail according to the same notice periods specified above.
- 1.6. Ending an agreement immediately: We may put an end to an agreement immediately by giving You notice if (a) You become insolvent or bankrupt; or (b) You breach one of your obligations which cannot be remedied, or which We have given You notice to remedy and which You have failed to remedy within 14 days of that notice; or (c) Your conduct, or that of someone at the Building with Your permission or invitation, is incompatible with ordinary office use and, (i) that conduct continues despite You having been given notice, or (ii) that conduct is material enough (in Our reasonable opinion) to warrant immediate termination; or (d) You are in breach of the "Compliance With Law" clause below. If We put an end to an agreement for any of the reasons referred to in this clause, it does not put an end to any of Your financial obligations, including, without limitation, for the remainder of the period for which Your agreement would have lasted if We had not terminated it.
- 1.7. When an Office agreement ends: When an agreement ends You must vacate Your office immediately, leaving it in the same state and condition as it was when You took it. Upon Your departure or if You choose to relocate to a different office within the Building, We, will charge a fixed office restoration service fee to cover normal cleaning and any costs incurred to return the office to its original condition and state. We reserve the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear. If You leave any property in the Building, We may dispose of it at Your cost in any way, We choose without owing You any responsibility for it or any proceeds of sale. If You continue to use the office when an agreement has ended, You are responsible for any loss, claim or liability We may incur as a result of Your failure to vacate on time.

2. Use of the Building:

- 2.1. Business Operations: You may not use Our name (or that of Our associated entities) in any way in connection with Your business. You are only permitted to use the address of the Building as Your registered office address if it is permitted by both law and if We have given You prior written consent (given the administration there is an additional fee chargeable for this service). You must only use the Building only for office business purposes.

If We decide that a request for any particular service is excessive, We, reserve the right to charge an additional fee. In order to ensure that the Building provides a great working environment for all, We kindly ask you to limit any excessive visits by members of the public.

2.2. Office

2.2.1. Alterations or Damage: You are liable for any damage caused by You or those in the Building with Your permission, whether express or implied, including but not limited to all employees, contractors and/or agents.

2.2.2. IT Installations: We take great pride in Our IT infrastructure and its upkeep and, therefore, You must not install any cabling, IT or telecom connections without Our consent, which We may refuse at our absolute discretion. As a condition to Our consent, You must permit Us to oversee any installations (for example, IT or electrical systems) and to verify that such installations do not interfere with the use of the office by other clients or Us. Fees for installation and de-installation will be at Your cost.

2.2.3. Use of the Office: An agreement will list the office We initially allocate for Your use. You will have a non-exclusive right to the office allocated to You. Occasionally to ensure the efficient running of the Building, We may need to allocate different office to You, but it will be of reasonably equivalent size and We will notify You with respect to such different office in advance.

2.2.4. Access to the Office: To maintain a high level of service, We may need to enter Your office and may do so at any time, including and without limitation, in an emergency, for cleaning and inspection or in order to resell the space if You have given notice to terminate. We will always endeavour to respect any of Your reasonable security procedures to protect the confidentiality of Your business.

2.3. Compliance with Law: You must comply with all relevant laws and regulations in the conduct of Your business. You must not do anything that may interfere with the use of the Building by Us or by others (including but not limited to political campaigning or immoral activity), cause any nuisance or annoyance, or cause loss or damage to Us (including damage to reputation) or to the owner of any interest in the building. If We have been advised by any government authority or other legislative body that it has reasonable suspicion that You are conducting criminal activities from the Building, or You are or will become subject to any government sanctions, then We shall be entitled to terminate any and all of Your agreements with immediate effect. You acknowledge that any breach by You of this clause shall constitute a material default, entitling Us to terminate Your agreement without further notice.

2.4. Ethical Trading: Both You and Us shall comply at all times with all relevant anti-slavery, anti-bribery and anticorruption laws.

2.5. Data Protection:

2.5.1. You acknowledge and accept that we may collect and process personal data concerning You and/or your personnel in the course of our agreement for services with you. Such personal data will be processed in accordance with our privacy policy. Where you provide this data to us, you will ensure that you have the necessary consents and notices in place to allow for this.

2.6. Employees: We will both have invested a great deal in training Our staff, therefore, neither of us may knowingly solicit or offer employment to the other's staff employed in the Building (or for 3 months after they have left their employment). To recompensate the other for staff training and investment costs, if either of us breaches this clause the breaching party will pay upon demand to the other the equivalent of 6 months' salary of any employee concerned.

2.7. Confidentiality: The terms of an agreement are confidential. Neither of us may disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues for a period of 3 years after an agreement ends.

2.8. Assignment: An agreement is personal to You and cannot be transferred to anyone else without prior consent from Us unless such transfer is required by law.

2.9. Applicable law: An agreement is interpreted and enforced in accordance with the law of the Republic of South Africa. We and You both accept the exclusive jurisdiction of the courts of that jurisdiction. If any provision of

these terms and conditions is held void or unenforceable under the applicable law, the other provisions shall remain in force.

3. Our liability to You and Insurance

- 3.1. The extent of Our liability: To the maximum extent permitted by applicable law, We are not liable to You in respect of any loss or damage You suffer in connection with an agreement, including without limitation any loss or damage arising as a result of our failure to provide a service as a result of mechanical breakdown, strike or other event outside of Our reasonable control otherwise unless We have acted deliberately or have been negligent. In no event shall We be liable for any loss or damage until You provide written notice and give Us a reasonable time to remedy it. If We are liable for failing to provide You with any service under an agreement then, subject to the exclusions and limits set out immediately below, We will pay any actual and the reasonable additional expense You have incurred in obtaining the same or similar service from elsewhere.
- 3.2. Your Insurance: It is Your responsibility to arrange insurance for property which You bring in to the Building, for any mail You send or receive and for Your own liability to your employees and to third parties. We strongly recommend that You put such insurance in place.
- 3.3. IT Services and Obligations: Whilst We have security internet protocols in place and strive to provide seamless internet connectivity, WE DO NOT MAKE ANY REPRESENTATION AND CANNOT GUARANTEE ANY MAINTAINED LEVEL OF CONNECTIVITY TO OUR NETWORK OR TO THE INTERNET, NOR THE LEVEL OF SECURITY OF IT INFORMATION AND DATA THAT YOU PLACE ON IT. You should adopt whatever security measures (such as encryption) You believe are appropriate to Your business. Your sole and exclusive remedy in relation to issues of reduced connectivity which are within Our reasonable control shall be for Us to rectify the issue within a reasonable time following notice from You to Us.
- 3.4. EXCLUSION OF CONSEQUENTIAL LOSSES: WE WILL NOT IN ANY CIRCUMSTANCES HAVE ANY LIABILITY TO YOU FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF OR DAMAGE TO DATA, THIRD PARTY CLAIMS OR ANY CONSEQUENTIAL LOSS. WE STRONGLY RECOMMEND THAT YOU INSURE AGAINST ALL SUCH POTENTIAL LOSS, DAMAGE, EXPENSE OR LIABILITY.

4. Fees

- 4.1. Service Retainer/Deposit: Your service retainer / deposit will be held by Us without generating interest as security for performance of all Your obligations under an agreement. All requests for the return must be made through an electronic mail after which the service retainer/deposit or any balance will be returned within 30 days to You once your agreement has ended and when You have settled Your account. We will deduct any outstanding fees and other costs due to Us before returning the balance to You. We may require You to pay an increased retainer/deposit if the monthly office fee increases upon renewal, outstanding fees exceed the service retainer/deposit held and/or You frequently fail to pay invoices when due.
- 4.2. Payment: We are continually striving to reduce our environmental impact and support You in doing the same. Therefore, We will send all invoices electronically and You will make payments via an automated method such as electronic funds transfer (eft).
- 4.3. Late payment: If You do not pay fees when due, a fee will be charged on all overdue balances. If You dispute any part of an invoice, You must pay the amount not in dispute by the due date or be subject to late fees. We also reserve the right to withhold services (including for the avoidance of doubt, denying You access to the Building where applicable) while there are any outstanding fees and/or interest, or You are in breach of an agreement.
- 4.4. Indexation: If an agreement is for a term of more than 12 months, We will increase the monthly fee on each anniversary of the start date in line with the relevant inflation index.
- 4.5. Standard services: Monthly fees, plus applicable taxes, and any recurring services requested by You are payable monthly in advance.

DRAFT