

## **General Administration Service Level Agreement**

Between



(hereinafter referred to as the "**Service Provider**")

and

**Hello Contract (Pty) Ltd**

(hereinafter referred to as the "**Client**")

(Collectively the Service Provider and the Client are referred to as the "**Parties**")

**Clause 1 INTRODUCTION**

1.1 The Client appoints the Service Provider to render the Administration Services described in Clause 5 below.

1.2 The Service Provider and the Client have reached agreement on the terms and conditions, regulating the provisions of the Administration Services and wish to reduce the terms of this consensus to writing in the form of this Agreement.

**Clause 2 INTERPRETING THIS AGREEMENT**

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

2.4 Unless this Agreement indicates to the contrary, any references to any gender includes the other gender, a natural person includes an artificial person and vice versa, the singular includes the plural and vice versa.

2.5 The *contra proferentem* rule, or rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting or preparation of this Agreement, shall not apply.

2.6 Where in this Agreement, provision is made for the Parties (or either of them) to agree on or grant approval in respect of any matter, such agreement or approval shall only be valid and binding on the Parties thereto if reduced to writing and signed by the duly authorised representative of such Parties.

█ [REDACTED]

█ [REDACTED]

Generally speaking, references to a "day" are references to typical business days.

- 2.9 Any reference to time shall be based upon South African Standard Time.
- 2.10 All annexures, addenda and amendments to this Agreement form an integral part of this Agreement and, therefore, the Service Provider's contract with the Client.
- 2.11 The words and phrases in the definitions sections below bear the meanings assigned to them and related expressions bear corresponding meanings.

**Clause 3 DEFINITIONS**

- 3.1 "**Administration Services**" mean those Administration Services provided by the Service Provider to the Client as set out in Clause 5 below;
- 3.2 "**Agreement**" means these terms and conditions as well as any annexures, amendments, schedules or addenda to these terms and conditions from time to time;
- 3.3 "**Client**" means [REDACTED] a Company with Registration Number [REDACTED]  
[REDACTED]  
[REDACTED]
- 3.4 "**Commencement Date**" means the date upon which this Agreement comes into effect, being the signature date hereof;
- 3.5 "**Confidential Information**" means any information received by one Party from the other Party and is marked as confidential or a similar notice (if disclosed in writing or a tangible form), identified as confidential (if disclosed verbally) or should reasonably be treated as confidential under the context in which such disclosure was made.
  - 3.5.1 Confidential information shall not include information that the Party receiving the information can demonstrate:
    - (a) is lawfully in the public domain at the time of disclosure thereof;
    - (b) subsequently becomes lawfully part of the public domain by publication or otherwise;
    - (c) is or becomes available to the Party receiving such information from a source other than the Party revealing the information, which source was lawfully entitled without any restriction on disclosure to disclose such information to a third party.
  - 3.5.2 The Party receiving the Confidential Information will:

[REDACTED]

[REDACTED]

[REDACTED]

3.5.3 The Party so receiving the Confidential Information may disclose same only pursuant to a requirement or request by operation of law, regulation or court order, but then only to the extent so disclosed and then only in the specific instance and under the specific circumstances in which it is obliged to be disclosed.

3.6 "**Fees**" means the [REDACTED]

3.7 "**Intellectual Property**" means the [REDACTED]

3.8 "**Interruption Event**" means theft, strike, lock-out, load shedding, blackout, fire, explosion, epidemic, flood, riot, war, accident, act of nature, embargo, legislation, shortage of or a breakdown in transportation facilities, civil commotion, unrest or disturbances, cessation of labour, server downtime, government interference or control, or any other cause or contingency beyond the control of the Party concerned;

3.9 "**Interrupted Party**" means a Party prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement by reason of an Interruption Event;

3.10 "**Losses**" means all losses (including, but not limited to, those in respect of injury, damage to physical property or loss of life), liabilities, costs, expenses, fines, penalties, damage, and claims, and all related costs and expenses (including legal fees on the scale as between attorney and own client, tracing and collection charges, costs of investigation, interest and penalties);

3.11 "**Parties**" means the Service Provider and the Client ("**Party**" shall have a corresponding meaning);

3.12 "**Service Provider**" means [REDACTED]

[REDACTED]

3.13 "Service Provider's Associates" means the Service Provider's officers, servants, agents, contractors or other persons in respect of whose actions the Service Provider may be held to be vicariously liable;

3.14 "Service Variation" means a material change in the Administration Services, at the reasonable discretion of the Service Provider, the process of which is set out in Clause 6 below;

3.15 "Term" means the duration of this Agreement being Indefinite from the Commencement Date; and

3.16 "Termination Date" means the date upon which this Agreement is terminated;

**Clause 4 DURATION**

4.1 This Agreement shall commence on the Commencement Date and terminate on Termination Date unless terminated earlier in accordance herewith.

**Clause 5 THE ADMINISTRATION SERVICES**

5.1 The Administration Services as rendered by the Service Provider to the Client shall comprise the following:

5.1.1 General administration services.

**Clause 6 SERVICE VARIATION**

6.1 Should there exist a Service Variation determined at the reasonable discretion of the Service Provider, the Service Provider reserves its right to alter the Fees as deemed reasonably necessary by the Service Provider.

[REDACTED]

[REDACTED]

**Clause 7 INTELLECTUAL PROPERTY**

7.1 All rights, titles and/or interest attached to or related to Intellectual Property as belonging to the Service Provider shall remain vested in the Service Provider.

[REDACTED]

█ [REDACTED]

**Clause 8 SERVICE LEVELS**

8.1 The Service Provider hereby undertakes to ensure that the standard of the Administration Services it shall render to the Client in terms of this Agreement shall be in accordance with Clause 5 of this Agreement, and further that such Administration Services shall be performed in a timeous manner.

**Clause 9 FEES**

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

9.4 The Client agrees that it shall pay all of the Service Provider's expenses in recovering any amounts the Client owes the Service Provider, including legal costs on the attorney and client scale, collection charges and tracing fees, and VAT thereon (if applicable).

**Clause 10 TERMINATION**

█ [REDACTED]

█ [REDACTED]

10.3 Notwithstanding the foregoing, either Party may terminate this Agreement for any reason or not reason by providing the other Party with one month's written notice of such termination.

**Clause 11 CONFIDENTIALITY**

11.1 Neither Party shall, without the prior written consent of the other Party (which consent may, for the avoidance of doubt, be withheld in the unfettered discretion of the Party called upon to disclose the Confidential Information) disclose such Confidential Information to any person, and/or make use of such Confidential Information for any purposes other than in connection with the rendering of the Administration Services.

[REDACTED]

[REDACTED]

11.4 Notwithstanding the provisions of this clause :

11.4.1 either Party may make reference to this Agreement, the Parties' identities and a general description of the Administration Services rendered pursuant to and in terms of this Agreement, unless such information is explicitly and specifically identified as Confidential Information on written notice by either Party to the other; and

11.4.2 either Party shall be entitled in its discretion from time to time to publish and/or to make known to members of the public, including (without limitation) its shareholding, the details of its financial performance, its financial performance forecast and the Party's strategic planning.

**Clause 12 PROHIBITION ON INTERFERENCE AND SOLICITATION**

12.1 Neither Party shall knowingly, for the duration of this Agreement and for a period of one year after this Agreement terminates for any reason, furnish any information or advice to anyone else which results in any staff member or any representative and/or agent of the other Party who was involved in the implementation or execution of this Agreement to terminate his or her employment with that Party and/or any other contractual relationship and/or becoming employed by, or directly or indirectly interested in any manner in, any concern which carries on business, directly or indirectly, in competition with any part, aspect or facet of the business conducted by the other Party.

**Clause 13 LIABILITY**

13.1 Disclaimers and limitation of liability:

[REDACTED]

[REDACTED]

[REDACTED]

13.1.4 The Client irrevocably waives any claims it may have against the Service Provider arising out of, or related to (and agrees not to institute any proceedings in respect of), the Administration Services or this Agreement more than 1 year after the cause of action relating to such claim or legal action arose.

**Clause 14 INDEMNITY**

14.1 The Client hereby indemnifies the Service Provider and the Service Provider's Associates from any Losses, which may arise as a result of the Client's unlawful conduct, wilful misconduct, negligence and/or gross negligence.

**Clause 15 BREACH**

15.1 Subject to any other provision of this Agreement providing for the remedy of any breach of any provision hereof, should either Party ("the Offending Party") commit a breach of any provision of this Agreement and fail to remedy such breach within 10 days of receiving written notice from the other Party ("the Aggrieved Party") requiring the Offending Party to do so, then the Aggrieved Party shall be entitled, without prejudice to its other rights in law to -

[REDACTED]

[REDACTED]

**Clause 16 DISPUTES**

16.1 In the event of any dispute or difference arising between the Parties relating to or arising out of this Agreement, including the implementation, execution,



interpretation, rectification, termination or cancellation of this Agreement, the chief executive officers of the Parties or any of their designated officials shall upon request by any Party meet to attempt to settle such dispute or difference, and failing settlement within a period of 7 (seven) business days from such a request, the said dispute or difference shall on demand by any Party be submitted to arbitration in Gauteng in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation.

[REDACTED]

**Clause 17 GOVERNING LAW AND JURISDICTION**

17.1 This Agreement shall be governed in all respects by and shall be interpreted in accordance with the laws of the Republic of South Africa and the Parties hereby consent and submit to the non-exclusive jurisdiction of the, appropriate South Africa court in which the Service Provider is domiciled.

**Clause 18 INTERRUPTION EVENT**

18.1 An Interrupted Party shall be relieved of its obligations in terms of this Agreement during the period that the Interruption Event and its consequences continue, only to the extent so prevented, and shall not be liable for any Losses which the other Party may suffer as a result.

[REDACTED]

[REDACTED]

[REDACTED]

18.3.2 3 (three) consecutive months, and in the event that alternative services and/or facilities cannot be provided by the Interrupted Party or its nominee,

either Party may terminate this Agreement and shall only remain liable for performance under this Agreement which fell due immediately prior to the Interruption Event.

**Clause 19 DOMICILIUM AND NOTICES**

19.1 The Parties choose *domicilium citandi et executandi* ("domicilium") for all purposes arising from or pursuant to this Agreement:

[REDACTED]

[REDACTED]

19.2 Any Party hereto shall be entitled to change its domicilium from time to time, provided that any new domicilium selected by it shall be an address other than a box number, and shall be in the Republic of South Africa, and any such change shall only be effective upon receipt of notice in writing by the other Party of such change.

19.3 All notices, demands, communications or payments intended for any Party shall be made or given at such Party's domicilium for the time being.

[REDACTED]

19.6 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

**Clause 20 MISCELLANEOUS**

20.1 Each Party hereto acknowledges that it has been free to secure independent legal advice as to the nature and effect of all of the provisions of this Agreement and that it has either taken such independent legal advice or dispensed with the necessity of doing so. Further, each Party hereto acknowledges that all of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances and are part of the overall intention of the Parties in connection with this Agreement.

[REDACTED]

[REDACTED]

20.4 No addition to, variation or consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement, or its breach or termination, shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorized representatives.

20.5 For the avoidance of doubt, data messages as defined in the Electronic Communications and Transactions Act No.25 of 2002 shall not constitute "writing" for purposes of this clause, whether such data message includes an electronic signature or not.

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

[REDACTED]

20.8 This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.



**On behalf: Hello Contract (Pty) Ltd**

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Signature

Place:

Date:

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Signature

Representative Name:

Position:

Place:

Date: