

TERMS AND CONDITIONS OF SERVICE



1. DEFINITIONS. In these terms and conditions (these "Terms"):

- A. "Client" pertains to the corporation or any business entity, along with its employees, agents, and subcontractors, or any party represented by the Client, that submits Elements to, or receives services from the "Service Provider."
- B. "Outcome" refers to the final deliverable(s) supplied by the Service Provider to the Client within the framework of services offered by HR & Skills Market (Pty) Ltd.
- C. "Service Provider" designates HR & Skills Market (Pty) Ltd, or any of its divisions, subsidiaries, brands, successors, assigns, or affiliated entities.
- D. "Approaches" encompasses the proprietary tools, methodologies, systems, know-how, concepts, ideas, improved or utilized by the Service Provider in procuring solutions.

2. SOLUTIONS PROCURED.

The Service Provider holds the right to rely on instructions provided by any third party ostensibly on behalf of the Client. All services procured shall be initiated upon the Provider's approval of the Service Estimate, and such initiation shall be binding on the Client only if acknowledged by the Provider. Verbal orders will not be accepted. Each procured service will establish a distinct contract governed by these Terms, regardless of any additional terms in the Client's purchase order.

3. CUSTOMER OBLIGATIONS.

- (i) The Client assures and certifies that it possesses sole ownership or the right to authorize and initiate business processes between itself and the Service Provider, utilizing all approaches without infringing on any copyrights, trademarks, privacy rights, publicity rights, or other proprietary or personal rights of any entity.
- (ii) The Client shall indemnify, safeguard, and defend the Service Provider against any and all liability, claims, losses, damages, and expenses, including reasonable attorney's fees, arising from the publication, processing, use, distribution, contents, or information and Deliverables, encompassing but not limited to liability for libel, slander, defamation, invasion of right to privacy, misappropriation, or infringement of patent, copyright, trademark, or other proprietary right.

4. PAYMENT.

a. RATES & ESTIMATES

Work will be executed at the Service Provider's current rates on the date of order receipt from the Client, unless alternative rates have been proposed by the Provider in a written estimate, valid for thirty (14) days from the date of submission.

B. TERMS OF PAYMENT

- (i) Ad-hoc and Once-Off invoices are due on presentation of invoice.
- (ii) Retainer business, governed by the standard Service Level Agreement, is payable on the 01st day of each month through a Debit order Authorization drawn from the client's bank account.
- (iii) In case of default in payment, the Service Provider may, besides other remedies, withhold services until all outstanding accounts are settled.
- (iv) Default on retainer payment or any other services will result in immediate payment of the outstanding amount and the total outstanding for the remaining period of the agreement.
- (v) Late payment interest will be charged at a rate of 9%, compounded annually, on invoices paid late.
- (vi) The Service Provider reserves the right to cancel the agreement if the Client fails to fulfil payment obligations.

D. CANCELLATION & CANCELLATION FEES.

- (i) Procured services are effective for a predetermined initial term, calculated from the agreement's signature date.
- (ii) Either party may terminate the agreement with a one (1) month notice.
- (iii) In case of material breach, the aggrieved party may terminate the agreement after giving a 14 (fourteen)-day notice for rectification.
- (iv) Premature cancellation will require immediate payment of the outstanding amount and the total for the remaining period.

5. RIGHT TO REFUSE SERVICES.

The Service Provider may, without obligation, refuse or cease services if it, at its sole discretion:

- (a) Considers the Client to be unlawful, infringing, defamatory, or offensive.
- (b) Might be subject to criminal or civil proceedings.
- (c) Deems the Client in material breach of these Terms; or
- (d) Determines the Client is unable to pay debts.

6. LIMITATION OF LIABILITY.

The Service Provider shall not be liable to the Client for any damages, with the aggregate liability not exceeding the monthly charges payable by the Client for the services rendered.



7. FORCE MAJURE.

The Service Provider is not liable for delays or loss caused by factors beyond its control, including acts of God, civil or military authorities, terrorism, epidemics, pandemics, or other events beyond its reasonable control.

8. CONFIDENTIALITY.

- (i) Both parties agree to keep all agreement terms confidential.
- (ii) The Service Provider commits to not disclose or use Confidential Information except for fulfilling obligations under the agreement.
- (iii) Appropriate security measures will be maintained for confidentiality.
- (iv) Confidentiality obligations do not apply to information that becomes public without fault or is known before disclosure.
- (v) In case of legal disclosure requirements, the Client will be notified to object before disclosure.
- (vi) The Client grants a security interest in Elements and Deliverables for outstanding payments.

9. CREDIT CHECKS.

The Client agrees to a credit check, with the Service Provider having the discretion to terminate the agreement based on the results.

10. GENERAL.

- (i) Any modification, waiver, or cancellation of this agreement requires written and signed consent by both parties.
- (ii) No leniency or indulgence shall constitute a waiver of obligations or rights.
- (iii) Both parties commit to cooperating in good faith to give effect to this agreement.
- (iv) The signatory warrants authority to sign on behalf of the Client.