

1. **BACKGROUND AND PURPOSE**

- 1.1. The Parties have agreed that the Service Provider will provide the Services to the Company from the Commencement Date.
- 1.2. The Parties now wish to regulate, in writing, the terms and conditions upon which the Services will be provided, as well as matters in connection with this Agreement, and do so here.

2. **DEFINITIONS AND INTERPRETATION**

- 2.1. The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

“Agreement” means this Service Level Agreement, including all annexures, appendices and/or schedules thereto, as well as the cover page.

“Commencement Date” means the date on which this Agreement came into effect and operation, notwithstanding the date of signature hereof.

“Company” means the signing counterparty duly incorporated and registered in terms of the Company Laws of the Republic of South Africa.

“Confidential Information” means any information or data which by its nature or content is identifiable as confidential and/or proprietary to a Party and/or any third party, or which is provided or disclosed in confidence, and which such Party or any person acting on its behalf may disclose or provide to it or which may come to the knowledge of such Party by whatsoever means, including all information relating to a Party's current and existing strategic objectives, its business activities, business relationships, technical, scientific, commercial, proprietary, valuable, financial and market information and trade secrets, data concerning its architectural information, demonstrations, processes and machinery, all agreements to which it or its clients is/are a party, information relating to the Services and information relating to its clients and facilities; including certain confidential business records and other information related to their business operations and business relationships.

“Data” means any data, including “Personal Information” and/or Relevant Information as defined in the Protection of Personal Information Act No 4 of 2013, supplied, stored, collected, collated, accessed, retained, or processed by the Service Provider on behalf of the Company.

“Fees” means the amount owed by the Company to the Service Provider for the provisioning of the Services by the Service Provider, pursuant to this Agreement.

“Intellectual Property” means the expression and/or representation of an intellectual and/or creative process and includes, but is not limited to, any text, images, data, multimedia, ideas, source code, concepts, know-how, data processing techniques, copyrights, trademarks, logos, patents, designs, inventions.

“Interruption Event” means act of God and/or Force Majeure (which for the purposes of this Agreement means pandemics war, political riots, civil commotions, legal prohibitions or restrictions, government acts, electrical load-shedding or surges, fire, floods, storms, earthquakes or other similar natural disasters).

“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, damages, 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).

“Parties” mean the Company and the Service Provider; and **“Party”** means any one of the parties as the context requires.

“Relevant Information” means the information provided by the Company to the Service Provider in respect of each of its Employees, including but not limited to: full name/s and surnames; identity number/passport number; job title; Employee number (if applicable); net salary amount; pay day details; banking details; E-mail address; contact number.

“Services” are the Services provided by the Service Provider to the Company as set out in this Agreement.

“Service Provider” means Jem RSA OpCo (Pty) Ltd T/A Jem HR, a private company duly registered and incorporated in terms of the Company Laws of the Republic of South Africa, bearing Company Registration Number: 2022/880649/07, doing business as and trading as JEM HR and having its registered business address situated at 4 Spencer Avenue, Claremont, Western Cape, 7708

“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.

“Service Levels” mean the minimum level of performance criteria required of the Service Provider of this provisioning of the Services to the Company, as recorded in this Agreement.

“Tax Invoice” means the invoice submitted to the Company by the Service Provider, reflecting the Fees levied by the Service Provider for the Services.

“User” means an employee of the Company, as defined in Section 213 of the Labour Relations Act of 1995, who makes use of the Services provisioned by the Service Provider.

2.2. In this Agreement:

- 2.2.1. the table of contents, background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement;
- 2.2.2. a reference to a ‘person’ includes a natural person, corporate or unincorporated body, in each case whether or not having separate legal personality, and that person’s personal representatives, successors and permitted assigns;
- 2.2.3. a reference to a ‘company’ includes any company, corporation, or other body corporate, wherever and however incorporated or established;
- 2.2.4. a reference to a gender includes each other gender;
- 2.2.5. words in the singular include the plural and vice versa;
- 2.2.6. any words that follow ‘include’, ‘includes’, ‘including’, ‘in particular’ or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 2.2.7. a reference to ‘writing’ or ‘written’ includes any method of reproducing words in a legible and non-transitory form, excluding email;
- 2.2.8. a reference to legislation is a reference to that legislation as (in force at the date of this Agreement or amended, extended or re-enacted) or consolidated from time to time, except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under this Agreement;

2.2.9. a reference to legislation includes all subordinate legislation made (as at the date of this Agreement or from time to time) under that legislation.

3. **COMMENCEMENT DATE AND DURATION**

3.1. This Agreement shall notwithstanding the signature date, be deemed to commence on the commencement date and shall thereafter remain in operation and effect for an indefinite period, unless terminated by either Party, in accordance with the termination provisions contained in this Agreement.

4. **SERVICES**

4.1. The Service Provider shall be responsible for the provisioning of the Services for and on behalf of the Company, as outlined and contained in Annexure "A".

4.2. The Service Provider shall be responsible for providing all necessary system, support and maintenance services required for the provisioning of the Services during the subsistence of this Agreement.

5. **COMPANY OBLIGATIONS**

5.1. The successful provisioning of the Services by the Service Provider for and on behalf of the Company requires the participation in the registration and onboarding processes by the Company and its employees.

5.2. Accordingly, the Company shall provide the Service Provider with: -

5.2.1. Access to its payroll data and technical resources in order to render the Services;

5.2.2. The Relevant Information and/or Personal Information required to provision the Services for and on behalf of the Company.

5.3. The Company shall ensure that the Relevant Information and/or Personal Information provided to the Service Provider is up to date.

6. **FEES AND PAYMENT**

6.1. In consideration for the Services provisioned by the Service Provider, the Company undertakes to make payment to the Service Provider in accordance with the pricing and payment terms contained in Annexure "B".

7. **TERMINATION**

7.1. The Parties to this Agreement shall be entitled to terminate this Agreement on 1 (one) month's written notice to the other party.

7.2. In addition, the Parties to this Agreement shall be entitled to terminate this Agreement in accordance with the Breach provisions contained in Clause 8.

7.3. Termination of this Agreement shall be without prejudice to any rights or remedies to which either Party may be entitled hereunder or at law, and shall not affect any accrued rights or liabilities of either Party (such as, but not limited to, Services rendered or money owing), nor the coming into or continuance in force of any provisions hereof, which are expressly or by implication intended to come into or continue in force on or after such termination.

8. **BREACH**

8.1. Subject to any other provision of this Agreement providing for the remedy of any breach of any provision hereof, should either Party ("the **Defaulting Party**") commit a breach of any provision of this Agreement and fail to remedy such breach within 15 days of receiving written notice from

the other party ("the **Non-Defaulting Party**") requiring the Defaulting Party to do so, then the Non-Defaulting Party shall be entitled, without prejudice to any other rights it has in law, to:-

8.1.1. Terminate this Agreement, provided that the breach in question is material and goes to the root of this Agreement; or

8.1.2. Claim specific performance of all the Defaulting Party's obligations whether or not due for performance,

in either event, without prejudice to the Non-Defaulting Party's right to claim damages.

9. CONFIDENTIAL INFORMATION

9.1. During the subsistence of this Agreement, both Parties will acquire considerable Confidential Information relating to the other Party.

9.2. Unless otherwise agreed to in advance, in writing, or except as expressly permitted by this Agreement, the Parties will not, except as required by law or court order, use Confidential Information belonging to or disclosed by the other Party to its benefit or disclose any Confidential Information to any third party, save for to the extent necessary for the Service Provider to perform in terms of the agreement and for it to provide the Services.

9.3. Upon the termination or expiration of this Agreement for any reason, or upon the other party's earlier request, each Party will deliver to the other Party all of the Confidential Information in tangible form that the Party may have in its possession or control which belongs to the other Party and provide a warranty that all other Confidential Information has been destroyed.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. The Service Provider shall retain its ownership in any and all Intellectual Property, work or materials, including but not limited to product specifications, technology specifications, designs, pitch ideas, raw ideas, product demonstrations, incomplete designs or content, data analytics, reporting mediums and methods, or research.

10.2. The Company will not, under any circumstances whatsoever, acquire any rights in the Service Provider's Intellectual Property beyond those granted herein.

10.3. Similarly, the Service Provider will not, under any circumstances whatsoever, acquire any rights in the Company's Intellectual Property beyond those granted herein.

10.4. The Service Provider grants the Company a non-transferable, revocable, non-exclusive, and limited license, without the right to sub-license, to access and use the Services, for the subsistence of this Agreement.

10.5. All Intellectual Property created, developed, devised, or acquired pursuant to this Agreement, either by the Company and the Service Provider jointly, or by the Company pursuant to its relationship with the Service Provider, shall be owned by the Service Provider. To the extent that any such Intellectual Property does not automatically vest in the Service Provider, the Company, to the extent that it is legally entitled to do so, hereby assigns to the Service Provider, all of its rights, title, and interest in and to such intellectual property.

11. WARRANTIES

11.1. The Parties warrant, undertake and represent that they have: -

11.1.1 The legal capacity, power and authority to enter into and perform in terms of this Agreement; and

11.1.2 Complied with all applicable laws and regulations in South Africa applicable to their businesses; and

11.1.3 To the best of their knowledge, disclosed true and correct information and data to each other at all material times.

11.2. The Parties further warrant, undertake and represent that they shall at: -

11.2.1. All times perform their obligations and responsibilities under this Agreement in an efficient and effective workmanlike manner and in accordance with all the applicable legal requirements and industry practices and standards.

12. DATA PROTECTION

12.1. The Parties shall only supply or process Data and Personal Information in compliance with the requisite privacy, data protection, financial regulations, or any other applicable laws and legislation in existence in the Republic of South Africa.

12.2. The Service Provider's Privacy Statement on its website (www.JemHR.com) explains how the Service Provider collects, shares and uses personal information of data subjects in its business interactions and service offering, and how data privacy rights can be exercised.

12.3. The Service Provider undertakes that it will process any Relevant Information or Personal Information that the Company provides it with in accordance with its duties and obligations under the Protection of Personal Information Act No 4 of 2013.

13. LIMITATION OF LIABILITY

13.1. To the fullest extent permissible by law, the Service Provider disclaims all warranties, any representations of fitness for purpose of any kind, whether express or implied in respect of the Services and the Company utilises the Services at its own risk.

13.2. The Company agrees that the Service Provider is unable to, and is not required to, guarantee a particular result or set of commercial results.

13.3. The Company agrees that neither the Service Provider or the Service Provider's Associates shall be liable for any Losses, however arising and whatever the cause, including but not limited to, Losses arising as a result of the Company's negligence, and/or failure to furnish the Service Provider with adequate information it requires in order to render the Services.

14. INDEMNITY

14.1. Notwithstanding anything contained herein, neither Party will be liable to the other Party for all and any claims, demands, fines, penalties, actions, injury to person or property, proceedings, judgments, damages, losses, costs, expenses suffered and incurred by such Party, or any other liabilities of whatsoever nature caused, whether negligently or otherwise, whether arising at common law or by statute, arising out of actions by the one Party against the other Party.

15. FORCE MAJEURE AND INTERRUPTION EVENTS

15.1. If either Party is prevented, whether in whole or in part, or delayed from performing any of its duties, functions or obligations under this Agreement, whether timeously or at all, due to an Interruption Event, such 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 may not be liable for any Losses which the other Party may suffer as a result.

15.2. If either Party to this Agreement is prevented from or delayed in performing any of its obligations under this Agreement by an Interruption Event, then it will notify the other Party in writing of the nature and expected duration of such Interruption Event and of the obligations, performance of which are thereby delayed or prevented and both Parties will thereupon be excused from the

performance or punctual performance, as the case may be, of their respective obligations from the date of such notification for so long as the Interruption Event may continue.

15.3. The Party prevented from or delayed in performing any of its obligations will use all reasonable endeavours to overcome or abate the effect of such event of force majeure as soon as possible.

15.4. Notwithstanding any of the foregoing, should the Interruption Event continue for more than 30 (thirty) days, the Party not so affected shall be entitled to terminate this Agreement.

16. DISPUTE RESOLUTION

16.1. Any legal proceedings arising out of this Agreement shall be adjudged in the relevant South African Court, but should the Parties agree and consent, the relevant Magistrates' Court shall have jurisdiction. Either Party shall be entitled to recover from the other all legal costs arising from such legal proceedings, including, but not limited to, collection commissions, tracing charges and legal fees, on an attorney and own client scale.

16.2. Notwithstanding the Party's right to proceed to institute any action or application in the relevant Court, the Parties agree that in the event of there being any dispute or difference between the parties arising out of this Agreement, the said dispute or difference may, on written demand by either Party, be submitted to Arbitration in Johannesburg, in accordance with the Arbitration Foundation of Southern Africa ("AFSA") rules, which Arbitration shall be administered by AFSA.

16.3. The Parties irrevocably agree that the decision in any Arbitration proceedings: -

16.3.1. Will be binding on all of them;

16.3.2. May be made an order of any court of competent jurisdiction.

16.4. Nothing contained herein shall be deemed to prevent or prohibit either Party from applying to the appropriate court for urgent relief.

16.5. The provisions of this clause will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.

17. GOVERNING LAW

17.1. Irrespective of the place of execution, performance or domicile of the Parties, this Agreement and all modifications and amendments hereof shall be regulated, governed, interpreted and construed entirely by, and in accordance with, the laws of the Republic of South Africa.

18. NOTICES AND DOMICILIA

18.1. The Parties choose the following addresses at which they shall accept delivery of any communications and/or notices, and service for all legal processes:

THE SERVICE PROVIDER	
Address	25 Minerva Ave, Glenadrienne, Sandton, 2196
Email address	chris@jemhr.com

THE COMPANY	
Address	As detailed on the signed cover page

Email address	As detailed on the signed cover page
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18.2. Every communication and/or notice, consent or other communication required or permitted under this Agreement will be in writing and will be deemed to have been received by the addressee:

18.2.1. If delivered by hand, on the business day following delivery;

18.2.2. If sent by courier, on the 5th day following dispatch by courier;

18.2.3. If sent by email, on the date of dispatch and at the time recorded by the computer/mobile device used by the sender, or when an acknowledgment of receipt is received.

18.3. If any notice is sent by email, the provisions of the Electronic Communications and Transactions Act 25 of 2002 governing the receipt of electronic data messages, shall apply.

18.4. Either Party may change its address and contact details by written notice to the other Party, provided that the change shall be effective on the 10th (tenth) business day after the receipt of the notice of change of address and contact details.

19. GENERAL

19.1. Whole Agreement

This Agreement constitutes the whole Agreement between the Parties as to the subject matter hereof and no agreement, representations or warranties between the Parties, other than those set out herein, are binding on the Parties.

19.2. No Variation

No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Parties.

19.3. Cession and Assignment

No Party shall be entitled to cede, assign, novate or otherwise transfer any of its rights, interests or obligations in terms of this Agreement or any part thereof or any benefit or obligation arising under the Agreement, without the prior written consent of the other Party.

19.4. No Indulgences

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.

19.5. No Partnership or Agency

The Parties are independent and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary, or other relationship between them, other than the contractual relationship expressly provided for in it. None of the Parties shall have, nor shall represent that they have, any authority to make any commitments on the other Party's behalf.

19.6. Survival of Rights, Duties and Obligations

Termination of this Agreement for any cause whatsoever shall not release either Party from any liability which at the time of termination has already accrued to the other or which thereafter may accrue in respect of any act or omission prior to such termination.

19.7. Severability

In the event that any of the provisions of this Agreement are found to be invalid, unlawful, or unenforceable, such terms will be severable from the remaining terms, which shall continue to be valid and enforceable.

19.8. Counterparts

This Agreement may be executed in two counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

ANNEXURE "A" – SERVICES

1. OVERVIEW

1.1. The Service Provider shall be responsible for provisioning the following Services for and on behalf of the Company: -

- 1.1.1. Earned Wage Access.
- 1.1.2. Payslips, Timesheets, Rosters, and Queries.
- 1.1.3. Leave.
- 1.1.4. Communication.

2. Earned Wage Access

2.1. The Service Provider shall be responsible for building the integration system, whereby Users are given early access to a portion of their accrued salary via the Service Provider's interface and WhatsApp.

3. PAYSLEPS, TIMESHEETS, ROSTER, AND QUERIES

3.1. The Service Provider shall be responsible for building the integration system, whereby Users are granted access to their Payslips, Timesheets, and Rosters via the Service Provider's interface and WhatsApp, whereby they can freely manage any related queries on the Service Provider's dashboard.

4. LEAVE

4.1. The Service Provider shall be responsible for building the integration system, whereby Users are able to initiate leave requests via the Service Provider's interface and WhatsApp, whereby such requests will be subject to the approval of their managers, who can approve or reject such requests via the Service Provider's dashboard.

5. COMMUNICATIONS

5.1. The Service Provider shall be responsible for building the integration system, whereby the Company shall be able to disseminate company-wide announcements, conduct surveys and polls, and track analytics via the Service Provider's interface and WhatsApp.

ANNEXURE “B” – PRICING, PAYMENT TERMS, FEE SCHEDULES

6. PRICING

- 6.1. The Service Provider shall always strive to provide the Company with the most favoured customer pricing for the provisioning of the Services.

7. FEES

- 7.1. In consideration for the Services provisioned by the Service Provider, the Company undertakes to make payment to the Service Provider, as follows: -
- 7.1.1. A base fee of **R 6 + 3.5%** (inclusive of Value Added Tax) of the total aggregate amount requested to be advanced by the User in respect of the standard **Earned Wage Access** Services provided by the Service Provider, in any given pay cycle;
- 7.1.2. A base fee of **R 25 + 3.5%** (Inclusive of Value Added Tax) of the total aggregate amount requested to be advanced by the User in respect of the instant **Earned Wage Access** Services provided by the Service Provider, in any given pay cycle;
- 7.1.3. **Payslips, Timesheets, Rosters, Communications, Queries, Leave:** as per the signed cover page to this agreement.
- (“the Fees”).
- 7.2. The Service Provider reserves the right, in its sole discretion, to amend and vary the Fees that it shall charge the Company for the provisioning of the Services, from time to time, provided that 30 (thirty) days written notice of such amendments and changes are given to the Company.

8. PAYMENT TERMS

- 8.1. The Fees shall be inclusive of Value Added Tax unless the contrary is stated, and the Tax Invoice shall include Value Added Tax.
- 8.2. The Tax Invoice shall be issued by the Service Provider to the Company within **5 (five)** business days of the end of each Pay Cycle.
- 8.3. The Company shall ensure that the amount advanced to the User shall be deducted from the User’s remuneration and paid to the Service Provider in settlement of its obligation to pay the amount reflected in the Tax Invoice.
- 8.4. Within **5 (five)** business days of receipt of a Tax Invoice, the Company will pay to the Service Provider the amount reflected in the Tax Invoice, free of exchange; set-off; and/or deductions, into the Service Provider’s Nominated Bank Account.
- 8.5. Any outstanding amount, whether disputed or otherwise, payable by the Company to the Service Provider, shall bear interest at a rate of 8% above the Prime Rate from due date to date of actual payment, both days inclusive, compounded monthly.

9. NOMINATED BANK ACCOUNT

- 9.1. The Service Provider’s Nominated Bank Account is as follows: -

Account Holder:	Stitch Money (Pty) Ltd
Account Number:	4108082485
Bank:	Absa
Branch Code:	631009