SERVICE LEVEL AGREEMENT

Reference: ACH/ISH/2026-SLA

THE SERVICE PROVIDER

ALEPH Creative-Hub

Trading as Gahn Eden (Pty) Ltd | Reg: 2015/272887/07

41 Moffat Road, Bela Bela, Limpopo
+27 65 938 7000 | bakielisrael@gmail.com

THE CLIENT

Isgcawu Somnotho Holdings (Pty) Ltd

B-BBEE Level 1 | 100% Black Owned | 76% Youth | 51% Women

1 Ranonkel Street, Kuruman, Northern Cape, 8460
079 603 7780 | info@isgcawusomnotho.co.za

SECTION 1

Definitions & Interpretation

"Agreement"
This Service Level Agreement and any annexures, schedules, or amendments thereto.

"Commencement Date"
The date upon which the first deposit payment is received by the Service Provider.

"Commission"
10% (ten percent) of the Net Profit of each Converted Lead, payable to the Service Provider.

"Commission Period"
24 (twenty-four) months commencing from the date of the **First Conversion** (see below).

"Net Profit"
The Client's actual profit on a project after deducting all direct costs (materials, labour, subcontractors) **and** a reasonable allocation for overhead and indirect costs (site management, equipment hire, insurance, transport, permits, and supervision). Calculated as: Contract Value minus Direct Costs minus Overhead Allocation.

"Converted Lead"
A Qualified Lead that results in (a) a signed contract, or (b) receipt of a deposit or payment by the Client.

"First Conversion"
The date on which the Client receives their first deposit or payment from a Converted Lead. This triggers the Commission Period.

"Foundation Investment"
R40,000 (forty thousand Rand), being the Client's contribution to system development costs.

"Lead"
Any prospective private sector client or business opportunity identified and delivered by the Service Provider's systems.

"Qualified Lead"
A Lead that (a) is a private sector entity or individual, (b) has genuine construction/building requirements, and (c) has been documented in the CRM with contact details and opportunity description.

"Services"
Email system, website development, CRM implementation, and lead generation as detailed in Section 2.

"Systems"
The digital infrastructure delivered under this Agreement: email, website, and CRM platforms.

SECTION 2

Scope of Services

The Service Provider shall deliver the following Services to the Client:

1. **Professional Email System:** Domain-based email (@isgcawusomnotho.co.za), mail server configuration, SPF/DKIM/DMARC security, unlimited mailboxes, 150MB attachment capacity, mobile synchronisation, and staff training.

2. **Portfolio Website + SEO:** 5+ page responsive website, project portfolio galleries, B-BBEE compliance showcase, CMS administration, Google Business profile setup, SEO optimisation targeting "construction Kuruman", "building contractor Northern Cape" and related search terms, and analytics integration.

3. **CRM & Lead Management System:** Client database, enquiry tracking, quote pipeline management, mobile photo uploads with GPS tagging, document management, automated follow-up reminders, and monthly reporting dashboard.

4. **Private Sector Lead Generation:** SEO for search visibility, mining corporate vendor registration (Anglo American, Kumba, Assmang), EPC contractor introductions, solar developer outreach, property developer networking, and CRM integration for lead attribution.

SECTION 3

Service Levels & Performance Standards

SERVICE COMPONENT	PERFORMANCE METRIC	TARGET
Email System	Uptime Availability	99.9% monthly
Email System	Delivery Success Rate	98% or higher
Website	Uptime Availability	99.9% monthly
Website	Page Load Time	Under 3 seconds
CRM System	Uptime Availability	99.5% monthly
Lead Generation	Monthly Lead Report	Delivered by 5th of each month
Support Response	Initial Response Time	Within 4 business hours

SECTION 4

Key Performance Indicators (KPIs)

The following KPIs shall be measured and reported monthly:

PHASE	TIMEFRAME	KPI CATEGORY	METRICS
Delivery	Month 1-2	System Deployment	Email live, Website launched, CRM configured, Google Business verified
Traction	Month 3-6	Activity Metrics	Website traffic, Search ranking positions, Lead pipeline volume, Vendor registrations submitted
Results	First Conversion+	Outcome Metrics	Website enquiries, Qualified Leads, Conversions documented, Commission revenue

SECTION 5

Lead Generation & Attribution

1. **Private Sector Focus:** Lead generation activities shall target private sector clients including but not limited to: mining corporates (vendor programmes), EPC contractors (subcontracting), solar/renewable energy developers, property developers, agricultural enterprises, and private individuals seeking construction services.

2. **Lead Qualification:** A Lead shall be deemed "Qualified" when: (a) the prospect is a private sector entity or individual (not government); (b) the prospect has demonstrated genuine construction/building requirements; and (c) the Lead has been documented in the CRM system with complete contact information and opportunity description.

3. **Lead Attribution:** A Lead shall be attributed to the Service Provider when: (a) the enquiry originated from the website contact form or Google search; (b) the Lead was sourced through mining vendor programme registration; (c) the Lead resulted from EPC or developer introduction facilitated by the Service Provider; or (d) the Lead was documented through any outreach system operated by the Service Provider.

4. **Attribution Period:** Leads shall remain attributed to the Service Provider for 12 (twelve) months from initial CRM documentation, regardless of conversion timeline.

5. **Excluded Leads:** Commission shall NOT apply to: (a) existing Client relationships documented prior to Commencement Date; (b) leads introduced by Client's personal network, referrals, or own efforts; (c) repeat business from clients not originally sourced through ALEPH's systems; (d) government tenders or public sector procurement (unless specifically agreed in writing).

6. **Disputed Attribution:** Any disputed Lead attribution shall be resolved by mutual review of CRM records, email trails, and system logs. If consensus cannot be reached, the parties agree to engage an independent mediator.

SECTION 6

Commission & Payment Terms

Commission Structure — ALEPH-Generated Private Sector Leads Only

Rate: 10% of Net Profit (after direct costs AND overhead) | **Trigger:** Starts immediately on First Conversion | **Period:** 24 months from First Conversion | **Payment:** Monthly, within 7 days of receiving customer payment | **Scope:** Private sector leads via ALEPH systems only

1. **Commission Calculation:** Commission = Net Profit × 10%. Net Profit is determined after deducting both direct costs and overhead allocation. Client to provide profit breakdown per project. For phased contracts, calculated on each phase completion.

2. **Commission Trigger:** Due when Client signs contract AND receives deposit/first payment from Converted Lead.

3. **Commission Payment:** Client pays Commission within 7 days of receiving payment from Converted Lead.

4. **Reporting & Audit:** Client provides monthly reports; Service Provider may audit records with 14 days' notice.

SECTION 7

Foundation Investment & Payment Schedule (60/40)

PAYMENT	AMOUNT	DUE DATE	DESCRIPTION
Deposit (60%)	R 24,000	Upon signing	Covers hosting, domain, server setup & initial development
Final Payment (40%)	R 16,000	On completion	Balance due when systems live, tested & training complete
Total	**R 40,000**	—	Foundation Investment (Market Value: R93,600)

Annual Hosting: R14,500/year (Email R6,000 + Website R3,500 + CRM R5,000). **First year hosting is INCLUDED in the R40,000 Foundation Investment at no additional cost.** From Year 2 onwards, hosting is billed annually in advance.

SECTION 8

Responsibilities of the Parties

8.1 Service Provider Responsibilities:

- Deliver all Systems within the agreed 8-week timeline
- Maintain Systems at the specified service levels
- Operate SEO and lead generation targeting private sector clients
- Submit mining vendor registration applications on Client's behalf
- Facilitate EPC and developer introductions
- Provide monthly reports on website traffic, leads, and pipeline
- Respond to support requests within agreed timeframes
- Maintain data security and POPIA compliance
- Document all Leads in the CRM system with clear attribution

8.2 Client Responsibilities:

- Pay Foundation Investment per the agreed 60/40 schedule
- Provide timely content, imagery, and project information for website
- Respond to website enquiries and Qualified Leads within 48 hours
- Update CRM with Lead status and conversion outcomes
- Pay Commission within 7 days of receiving client payments
- Provide monthly Commission reports
- Maintain system credentials securely
- Pay annual hosting fees in advance

SECTION 9

Data Protection & POPIA Compliance

1. **Data Controller:** The Client shall be the data controller for all personal information collected through the Systems. The Service Provider acts as data processor on behalf of the Client.

2. **Processing Purpose:** Personal data shall only be processed for: (a) service delivery; (b) lead generation and management; (c) communication with prospects and clients; and (d) reporting and analytics.

3. **Security Measures:** The Service Provider shall implement appropriate technical and organisational measures including: (a) encryption of data in transit and at rest; (b) access controls and authentication; (c) regular security updates and patches; (d) daily data backups; and (e) access logging and monitoring.

4. **Data Subject Rights:** The Service Provider shall assist the Client in responding to data subject requests including access, rectification, erasure, and portability.

5. **Data Breach:** The Service Provider shall notify the Client within 24 hours of discovering any data breach affecting Client or Lead personal information.

6. **Data Retention:** Upon termination, all Client data shall be exported and provided to the Client. Data shall be retained for 30 days post-termination, then securely destroyed.

SECTION 10

Ownership: Built vs Operated

10.1 Client Owns (Built Infrastructure): Upon full payment, Client owns: website (code, content, designs), domain, email system (configuration, mailboxes), CRM (configurations, data), all design assets, and all business data. GitHub repository provided for easy transfer.

10.2 Client Gets Access To (Ongoing Operations): Due to reduced investment (R40,000 vs R93,600 market value), Service Provider operates: hosting, maintenance, lead generation, support, and monitoring — in exchange for commission arrangement.

10.3 Portability: Client may migrate at any time. Within 14 days of request: GitHub transfer, domain authorisation, email/CRM export, all records provided. Client free to self-host or engage another provider.

SECTION 11

Term & Termination

1. **Initial Term:** This Agreement shall commence on the Commencement Date and continue for the duration of the Commission Period (24 months from First Conversion) plus a 60-day wind-down period.

2. **Termination for Convenience:** Either party may terminate this Agreement with 30 (thirty) days' written notice. Termination does not affect accrued rights or obligations.

3. **Termination for Breach:** Either party may terminate immediately upon material breach by the other party, provided that: (a) written notice of breach is given; and (b) the breach is not remedied within 14 (fourteen) days.

4. **Effect of Termination:** Upon termination:
   - Client pays for all work completed to date
   - Commission remains payable on Leads attributed prior to termination
   - Systems delivered upon payment of outstanding amounts
   - Client data exported within 7 days
   - Hosting continues until paid period expires or is cancelled

10. **Survival:** Sections 5 (Lead Attribution), 6 (Commission), 9 (Data Protection), 10 (Intellectual Property), and 13 (Governing Law) shall survive termination.

SECTION 12

Limitation of Liability

1. The Service Provider's total liability under this Agreement shall not exceed the total Foundation Investment (R40,000) plus Commission actually paid during the preceding 12 months.

2. Neither party shall be liable for indirect, consequential, or special damages, including lost profits, lost revenue, or business interruption.

3. The Service Provider shall not be liable for: (a) failures caused by third-party services; (b) Client's failure to follow up on Leads; (c) market conditions affecting conversion rates; or (d) Force Majeure events.

SECTION 13

Governing Law & Dispute Resolution

1. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

2. **Negotiation:** The parties shall attempt to resolve any dispute through good-faith negotiation within 14 (fourteen) days of written notice.

3. **Mediation:** If negotiation fails, the dispute shall be referred to mediation in accordance with the rules of the Arbitration Foundation of Southern Africa (AFSA).

4. **Jurisdiction:** Should mediation fail, the parties consent to the exclusive jurisdiction of the courts of South Africa, Northern Cape Division.

SECTION 14

General Provisions

1. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements.

2. **Amendment:** No amendment shall be effective unless in writing and signed by both parties.

3. **Waiver:** Failure to enforce any provision shall not constitute waiver of that provision.

4. **Severability:** If any provision is found invalid, the remaining provisions shall continue in full force.

5. **Notices:** All notices shall be in writing and delivered by email to the addresses specified in this Agreement.

FOR AND ON BEHALF OF ISGCAWU SOMNOTHO HOLDINGS (PTY) LTD

FOR AND ON BEHALF OF ALEPH CREATIVE-HUB (GAHN EDEN PTY LTD)

Signature of Authorised Representative

Signature of Authorised Representative

Full Name

Designation

Full Name

Designation

Date

Place

Date

Place