

TERMS AND CONDITIONS

Advius

(hereinafter referred to as "the Service Provider" or "Consultants")

1. Agreement of Service

- 1.1. The Service Provider and the Client have reached an agreement whereas:
 - 1.1.1. The Client appointed the Service Provider to represent the Client, in matters relating to the Human Resources ("HR"), Industrial Relations ("IR"), combined Human Resources and Industrial Relations ("HR & IR"), Biometric Clock-In / Time and Attendance, Payroll & Statutory Administration, Compliance Management, Recruitment & Talent Acquisition of the Client in the capacity of advisor, representative, consultant or other, if applicable and selected by the client; and
 - 1.1.2. The Service Provider wishes to accept such appointment as mentioned in the above clause 1.1.1; and
 - 1.1.3. The terms and conditions contained herein would govern their relationship.

2. Introduction

- 2.1. The Client by signature to the Service Provider's engagement document accept the terms and conditions contained herein.
- 2.2. If any term herein conflicts with any existing or future law or any part of legislation, such law / legislation shall be binding in respect of the said term only and all other terms herein shall remain valid and binding.
- 2.3. The date of signature to the engagement letter would be the confirmed date for service commencement.
- 2.4. The Service Provider shall be responsible to render the services as reflected in Annexure "A" at the election of the client.
- 2.5. The Client expects of the Service Provider to render the required service as reflected in Annexure "A" at the premises of the Client as and when possible, but with due understanding that certain aspects of the service may be rendered from other remote locations. It is specifically noted that if the Service Provider enters the premises of the Client he / she will be required to comply with the rules of the said entity.

3. Payment

- 3.1. The Client will remunerate the Service Provider for services rendered, within seven (7) calendar days from date and / or service of invoice and report indicating services rendered, subject to the Service Provider having served, by mail or electronic mail, the tax invoice, on the Client.
- 3.2. The month end, for reasons related to invoicing, would be on the twentieth (20th) calendar day of every month, or if such a day is a public holiday, Saturday or Sunday, the month end in respect of that month would be on the last working day before such Saturday, Sunday or Public Holiday.
- 3.3. The fee(s) the Service Provider may invoice to the Client is as follows:
 - 3.3.1. A once-off HR Audit fee as per the engagement document to be paid in respect of review, amendment and drafting of employment agreements, policies and other employment operational documents, in advance.
 - 3.3.2. A Monthly Retainer Fee, payable in advance, in respect of each retainer service category selected by the Client at engagement, or added thereafter in writing, from the following: Human Resources ("HR"), Industrial Relations ("IR"), combined Human Resources and Industrial Relations ("HR & IR"), Biometric Clock-In / Time and Attendance, Payroll, Workmen's Compensation Assessment and Unemployment Insurance Fund administration ("WCA & UIF"), Employment Equity ("EE"), and Skills Development. The rate applicable to each selected retainer service shall be determined by the Client's total number of employees as at the date of selection, in accordance with the Schedule of Retainer Fees set out in Annexure "B", and such rate may be varied and / or amended by affording the other party one (1) calendar months' notice. Failure to make payment, at the election of the Consultants, may result in suspension of service until reinstatement, or cancellation of this agreement, save to state that the termination clauses herein would apply
 - 3.3.3. A fixed rate of R1 250 (VAT Excl) per hour for services rendered (broken into fifteen (15) minute segments), for "ad hoc" services. Ad hoc fees under this clause shall apply only where the Client does not hold an active Monthly Retainer for the relevant service category under clause 3.3.2, or where the work falls outside the ordinary scope of an active retainer as set out in Annexure "A" or is otherwise not specifically mentioned herein.
 - 3.3.4. A fee for travelling expenses calculated at the Automobile Association of South Africa's rate from time to time, (currently R4,95 p/km) as well as any reasonable toll fees, for which copies of invoices or other reasonable proof for such other reasonable expenses incurred may be requested. This fee would be applicable for any travelling done in execution of the Service Provider's duties in terms of this agreement, for the duration of the agreement, and would include travelling from the office of the Service Provider to the Client for any meeting to be held in the execution of the Service Provider's duties.
 - 3.3.5. Fixed fees in respect of "Ad Hoc Services" to be rendered from time to time on reporting and other matters alike.
 - 3.3.6. Training to be conducted at a rate as agreed to from time to time depending on the service providers obtained for such training.

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- 3.3.7. When the need arises for recruitment services, a placement fee of twelve percent (12%) of the annual cost to company salary of the successful candidate, would be invoiced, subject to the Service Provider given the instruction two (2) weeks prior to other service providers for recruitment, and if not the general fifteen percent (15%) of the annual Cost to Company package of the successful candidate would apply.
- 3.3.8. The placement fee would also be billed over a three (3) month period, payable within seven days from date and service of invoice.
- 3.3.9. The placement fee would only be applicable should the Employee's payments in terms of clause 3.3.2 be up to date for a period of three (3) consecutive months at the time of the recruitment instruction. Please see recruitment terms herein for further advice and information.
- 3.3.10. A fee for any other reasonable expenses to enable the successful execution of the Service Provider's duties. Any reasonable expense as defined in this clause would have to be accompanied with written approval obtained from the Client, whether such approval is in the form of Electronic Mail, Mail, Facsimile or other.
- 3.3.11. A Biometric Clock-In / Time and Attendance System fee, comprising: a once-off installation fee of R3 000,00 (VAT Excl) per device, per entity, payable in advance; a fee of R0,50 (VAT Excl) per clock-in and clock-out recorded on the system; and a Monthly Retainer Fee of R300,00 (VAT Excl) per entity, payable in advance, as further set out in the Schedule of Retainer Fees at Annexure "B".
- 3.3.12. The Client will not deduct any statutory fees from the payment made to the Service Provider as the Service Provider is responsible for its own taxation and indemnifies the Client from any claim of whatsoever nature relating to the payment of taxes from the Client, on behalf of the Service Provider to the South African Revenue Services.
- 3.3.13. The fees of the service provider will levy and invoice to the client in respect of services, including the rates set out in Annexure "B", will be increased by CPIX +2% each year effective 01 March, unless a revised Schedule of Retainer Fees is issued by the Service Provider.
- 3.3.14. All fees prescribed herein are Exclusive of Value Added Tax and this need to be added to the amounts specified herein.
- 3.3.15. The rate applicable to each retainer service selected under clause 3.3.2 is banded according to the Client's total number of employees, as set out in Annexure "B". Should the Client's employee headcount move into a different band during the term of this Agreement, the Client shall notify the Service Provider in writing within seven (7) days of such change, whereupon the revised rate shall apply from the first day of the following month. Should the Client fail to notify the Service Provider, the Service Provider may re-assess and adjust the applicable band based on the most recent payroll or headcount information at its disposal.
- 3.3.16. Each retainer service selected under clause 3.3.2 shall run for a minimum initial period equal to the term of this Agreement as set out in clause 10.1 and shall continue on a month-to-month basis thereafter, subject to the notice provisions of clause 3.3.2 and clause 10.
- 3.3.17. Where the Client holds an active Monthly Retainer for a given service category, work reasonably falling within the ordinary scope of that category, as set out in Annexure "A", shall be rendered under the retainer and shall not be billed as an ad hoc service under clause 3.3.3. Where the volume or nature of the work materially exceeds the ordinary scope of the retainer, the Service Provider shall notify the Client in writing before such additional work is billed on an ad hoc basis.

4. Terms and Conditions – Recruitment

4.1. Definitions

- 4.1.1. The "Service Provider" meaning Advius (Pty) Ltd or any of its appointed subsidiaries that renders the appropriate service.
- 4.1.2. The "Agreement" meaning this agreement containing the terms of service rendering recruitment offering to the client.
- 4.1.3. The "Client" meaning a client of the Service Provider partaking in the service offering or the prospective employer, individual, department or division that wish to employ a candidate through the services of Advius (Pty) Ltd.
- 4.1.4. The "Candidate" meaning the prospective employee introduced to the Client by the Service Provider. Any Candidate introduced to the Client by the Service Provider shall remain the Service Provider's Candidate for a period of twelve months from the date of introduction of the Candidate to the Client or termination of the Candidate's employment with the client.
- 4.1.5. "Employment" meaning all or any services or offer thereof in exchange for remuneration in goodness or in kind, of whatsoever nature or description undertaken and carried out by a Candidate on behalf of a Client. In respect to permanent, contract or temporary employment, a Candidate will be deemed to be permanently or temporarily employed from the first day of physical commencement.
- 4.1.6. The "Introduction" meaning the forwarding of Candidate's CV to the Client, at the Client's request. Arranging of an interview between the Candidate and Client.
- 4.1.7. "The Placement" meaning the offer of employment, assignment or engagement of the Candidate by the Client and is accepted accordingly.

4.2. Placement Fee

- 4.2.1. "Remuneration" meaning the basic salary, guaranteed bonus or anticipated bonus and commission earnings, incentives, company benefits (Medical Aid, Provident Fund, Pension, Car Allowance, Cell phone Allowance, Travel Allowance, etc.).
- 4.2.2. "Placement Fee" will be calculated on the total Cost to Company of the Candidate for a period of twelve months, or if appointed on a temporary basis with no intention to further the relationship beyond any twelve-month period, that shorter period, in respect to the "Remuneration". Should the Candidate's employment continue after the intended fixed term period, the Service Provider would become entitled to that portion of uncalculated placement fees.
- 4.2.3. All placements to be calculated at a fee of twelve percent (12%) of the successful candidate's annual Cost to Company Salary, provided the Service Provider is given the instruction to recruit at least two (2) weeks prior to any other service provider being instructed for the same role. Where this condition is not met, a fee of fifteen percent (15%) of the successful candidate's annual Cost to Company Salary shall apply, as further set out in Clause 3.3.7.
- 4.2.4. The above fee structure is not inclusive of Value Added Tax (VAT).
- 4.2.5. Should the Client introduce the Candidate or provide the Candidate's information to a sister company or any other third party which results in employment, the Client will be liable for the full placement fee to be paid to the Service Provider unless the employing company agrees to the placement fee.
- 4.2.6. The placement fee will become payable within 7 days from invoice which total placement fee would be billed to the client over a three (3) calendar month period of the Candidate commencing employment and submission of invoice. The Client is obliged to make full payment within 7 working days to affect the guarantee periods.

4.3. Guarantee

- 4.3.1. If the Candidate leaves the employ of the Client within a period of ninety days from the date of the position's commencement, the Service Provider, subject to below, shall supply the Client with a replacement Candidate at the Service Provider's sole expense. The Service Provider shall not be obliged to supply a replacement Candidate to the Client where the Candidate's employment is terminated for reasons beyond the control of the Candidates such as Restructuring, Company Closure, Retrenchment, Redundancy, Disablement, Death, Unfair dismissal, Unfair Labour Practices or Client breaches of employment agreement with the Candidate which causes the Candidate to resign. In such circumstances, the full placement fee is due.
- 4.3.2. The Client must determine via the correct legal channels that the Candidate is unable to perform the required duties or render the required services of the job for which he or she was employed. Should this process not be followed, the guarantee is then not applicable.
- 4.3.3. The abovementioned guarantee by the Service Provider shall only come into effect provided that the Client has made payment of the placement fee due, within seven calendar days of date of invoices. Should the Client have failed to make payment on the due dates, the Service Provider shall be under no obligation to replace any Candidate or refund any sum whatsoever.
- 4.3.4. If there is a salary difference between the first Candidate and the replacement Candidate, the original invoice will be credited and a new invoice, based on the salary package of the replacement Candidate, will be charged.
- 4.3.5. No financial payment refund will be made in respect of the guarantee.

4.4. Waiver

- 4.4.1. The Service Provider will take all reasonable measures to introduce Candidates who meet the Client's requirements. The final decision to employ a candidate however, rests with the Client. The Service Provider will not be held responsible, or liable, for any damages caused either directly or indirectly by a Candidate introduced by the Service Provider. The Service Provider does not accept liability for any information and / or representation, express or implied, made by a Candidate introduced by the Service Provider, which subsequently proves to be untrue, unfounded or inaccurate.

4.5. General

- 4.5.1. Both the Service Provider and the Client agree to comply with all South African employment legislation when conducting their recruitment process and hereby indemnify one against any issues arising out of noncompliance with the aforesaid legislations.
- 4.5.2. The Client undertakes that the information pertaining to all Candidates is confidential and that any Candidate's past, current or present employers may not be contacted unless written permission from the Service Provider and Candidate is presented to the Client.

5. Terms and Conditions – Employment Equity

- 5.1. The service provider shall;
 - 5.1.1. Render services which include the review, amendment, and/or drafting of an Employment Equity Plan and the implementation thereof, including but not limited to the preparation of EEA12, EE13, and EEA20 documentation.

- 5.1.2. Advise the client on workplace policies and practices relevant to Employment Equity compliance.
- 5.1.3. Assist with the selection and appointment of the Employment Equity Committee and provide “in-house” training to its members.
- 5.1.4. Draft and implement the required policies for the proper functioning of the Employment Equity Committee.
- 5.1.5. Assist the client in identifying barriers to Employment Equity compliance and provide guidance on the requirements to be met.
- 5.1.6. Provide an overview, assistance, and facilitation of Employment Equity Committee meetings.
- 5.1.7. Prepare and draft minutes of the Employment Equity Committee meetings.
- 5.1.8. Assist the client with compliance, monitoring, and achievement of its Employment Equity Plan.
- 5.1.9. Assist the client with the preparation and submission of EEA2 and EEA4 reports.
- 5.1.10. Render general advice and assistance in relation to Employment Equity, as reasonably required by the client.

6. Terms and Conditions – Payroll

- 6.1. Payroll would be rendered at the rate prescribed in the engagement form, safe to state annual increases, or alternatively included in a fixed monthly fee for each employee, as defined in clause 3.3, payable monthly in arrears, within seven (7) days from invoice.
- 6.2. The client is responsible to ensure that the service provider receives the necessary payroll information via electronic mail and in electronic format (not PDF) at least five (5) days in advance for capturing and uploading of the payroll system.
- 6.3. The payroll system and information thereon would remain the property of the Service Provider, and the Service Provider may elect whichever format and / or software available to conduct its payroll from.
- 6.4. The service provider would supply to the client payslips electronically on the date that the payroll system runs and the client remains liable to print and hand out the payslips to individual staff members.
- 6.5. The Client would receive a payroll summary prior to the submission of an EFT file which need to be approved electronically (email confirmation) which would enable the release of the EFT file and payslips.
- 6.6. The client remains responsible to ensure that the financial institution upload system is adjusted according to the file sent from the consultants.
- 6.7. Monthly, on or before the fifth calendar day of a month the consultants would supply to the client a compliance file in respect of returns payable such as UIF, PAYE.
- 6.8. The client remains responsible for the submissions of its EMP201, EMP501 and other statutory submissions.

7. Confidentiality & POPIA

- 7.1. The Service Provider and Client acknowledges that during the engagement they will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Service Provider / Client and used by them about the operation of their business including, without limitation, the Client / Service Provider’s business and product processes, methods, accounts and procedures.
- 7.2. The Service Provider / Client agrees that they will not disclose any of the aforesaid to third parties, directly or indirectly, either during the term of this Agreement or at any time thereafter.
- 7.3. It is however explicitly agreed between the parties that both parties may disclose the content of the services rendered, and the terms of this agreement to any third party in either enforcement of this agreement or to the extent of execution of the services. The party disclosing the information may be requested by the other party to provide reasons for disclosing the content of this agreement for execution of this agreement and / or services.

8. Acquiring Information for Execution of Service

- 8.1. It is required that the Service Provider is granted access or at its election served with documentation, information, processes, timesheets or other as advised from time to time, without which it would not be possible for the service provider to render the required services.
- 8.2. The Client remains responsible for ensuring that instructions reach the service provider for submission of reports, payroll related queries, workmen compensation fund queries or returns, or any other matter that may be associated with a deadline.
- 8.3. In the event, and only if the Service Provider elects, it may request information from the client on or before specific dates or events to enable the service provider to render its required service, and failure to submit such information, or in the event of a failure to instruct the service provider to render a specific service, the Service Provider would not accept any responsibility for any claim of damages and / or losses whatsoever suffered by the client.
- 8.4. The service provider and client may agree on specific rules regulating the timeframe of delivery of specific information, documentation, processes or other from time to time to give effect to requirement of service.

9. Conflicts of Interest; Non-hire Provision

- 9.1. The Service Provider is expressly free to perform / render services to and / or on behalf of other parties while performing services for the Client.

- 9.2. The Client agrees that only the Consultants, and no other entity / person, whether legal or natural, will render any service that the Consultants render in terms of this agreement.

10. Termination

- 10.1. This agreement is valid for a period of twelve (12) months from the engagement date.
- 10.2. This agreement may be terminated by either party, in writing, by affording the other party at least two (2) calendar months' written notice and served on the other party by hand delivery, electronic mail, facsimile or postage.
- 10.3. The parties may agree on a shorter period of notice, in writing, if the need arises.
- 10.4. The parties agree that in the event of clause 10.2 being affected the reason for termination need not be addressed.
- 10.5. In the event of clause 10.2, the Service Provider will serve on the Client a final invoice for payment and said payment will be paid within seven (7) calendar days from the date of invoice.
- 10.6. Should this agreement enter month ten (10) of the period referred to in clause 10.1, it would automatically be expected between the parties that this agreement would continue for an additional twelve (12) month period from the anniversary date.

11. Indemnity

- 11.1. The Client unconditionally indemnifies the Service Provider from any claims of any nature and waives any right to claim any damages and / or losses from the Service Provider, its Directors, Shareholders, Employees, associates or other.
- 11.2. The Service Provider is not attorneys, nor does it portray to be any legal practice, and is also in no means a financial broker or other. The service provider is considered a human resources consulting business.

12. Assignment

- 12.1. The Client shall not assign any of its rights under this Agreement or delegate the performance of any of its duties hereunder, without the prior written consent of the Service Provider. The Service Provider may however assign, delegate and distribute its responsibility herein between its subsidiaries and other entities associated and / or linked to the Service Provider.

13. Non-Solicitation

- 13.1. The client undertakes not to offer employment, or arrange such employment, or to affect any conflict between the Service Provider and its staff, and to under no circumstance solicit the custom or good will of any employee, associate, contractor, supplier or other of the Service Provider, without the prior written consent of the Service Provider, whereas such person / entity be required to perform services of any nature, outside the terms of this agreement, for goodness or in kind.

14. Modification or Amendment

- 14.1. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

15. Entire Understanding

- 15.1. This document and any Annexure or Schedule attached constitute the entire understanding and agreement of the parties, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force and effect.

16. Unenforceability of Provisions

- 16.1. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

Annexure A

This services list is made with specific reference to Human Resources and Industrial Relations. The services mentioned below are the services rendered by the Consultants to the Client. Save for the HR Audit Fee, Recruitment and Selection, and once-off Training, the services below are rendered under the Client's selected Monthly Retainer(s) in accordance with clause 3.3.2 and the Schedule of Retainer Fees at Annexure "B".

Services List

HR Audit Fee (once-off)

- Review, Amendments and drafting of contracts of employment
- Review, amending and drafting of policies and procedures
- Investigations into future requirements in respect of policies and contracts of employment
- Legal requirements and compliance to labour law (i.e. BCEA / LRA)

HR / IR / HR & IR Retainer

- Disciplinary proceedings
- Strike Management
- Warnings
- Restructuring
- Employee relations
- Wage negotiations
- Performance Improvement procedures
- Incapacity proceedings for both ill health and performance
- Consulting and advisory services
- Drafting of specific documentation related to CCMA proceedings
- Exemption applications from bargaining councils

Payroll Retainer

- Payroll processing and weekly, bi-weekly and / or monthly payslip generation
- Preparation and release of the EFT payment file
- Monthly compliance file in respect of returns payable, such as UIF and PAYE

Employment Equity (EE) Retainer

- Employment Equity compliance and Employment Equity Committee support
- Employment Equity reporting and submissions (EEA2 and EEA4)

Biometric Clock-In / Time & Attendance Retainer

- Administration of the biometric clock-in / clock-out system
- Time and attendance reporting

WCA & UIF Retainer

- Workmen Compensation Return of Earnings
- UIF administration

Skills Development Retainer

- Skills development and training consulting
- Submission of workplace skills plans and annual training reports

Ad Hoc Services (non-retainer / out-of-scope only)

- Recruitment and Selection (charged per the Placement Fee model at clause 4).
- Once-off or bespoke Training
- Any other reasonable HR / IR Service required as agreed to between the client and service provider from time to time, falling outside the scope of an active retainer

Representation

- Representation at CCMA and Bargaining Councils are arranged through association and subject to the client joining an employer's organisation of the Service Provider's election, which fees for such membership is to the account of the client and in no means part of the fees paid by the client to the Service Provider.

Annexure B

Schedule of Retainer Fees - Sliding Scale Pricing

Rates are per employee, per month, unless otherwise stated, and are exclusive of Value Added Tax. Rates are determined by the Client's total number of employees in accordance with clause 3.3.2 and clause 3.3.15 and are subject to annual escalation under clause 3.3.13.

Number of Employees	HR (R / emp / month)	IR (R / emp / month)	HR & IR (R / emp / month)
0 – 200	R100	R100	R150
201 – 300	R95	R95	R145
301 – 400	R90	R90	R140
401 – 500	R85	R85	R135
501 – 600	R80	R80	R130
601 – 700	R75	R75	R125
701 – 800	R70	R70	R120
801 – 900	R65	R65	R115
901 – 1 000	R60	R60	R110
1 000+	R55	R55	R105

The following retainer services are charged at a flat rate per entity per month (or as otherwise indicated below), irrespective of employee headcount band:

Retainer Service	Rate
Biometric Clock-In / Time & Attendance	R3000,00 once off installation fee, then R300,00 per entity/month and R0,50 per clock-in and clock-out
Payroll	Weekly cost of R18,00 per payslip Bi-Weekly cost of R30,00 per payslip Monthly cost of R50,00 per payslip
WCA & UIF	R500,00 per entity/month
Employment Equity (EE)	R2 000,00 per entity/month (R1 500,00 per entity/month if the Client also subscribes to another retainer service)
Skills Development	R1 000,00 per entity/month