



TERMS OF SERVICE

1 January 2021

Prepared for:

John Smith

Created by:

Company A

Terms of Service

This Consulting Contract (this "Agreement" or this "Consulting Contract"), effective as of 01 February 2021, ("Effective Date") is made by and between ABC Company Pty Ltd, a company organized and existing in Cape Town, South Africa, with offices located at xx% Long Street ("Company") and XYZ Company Pty Ltd, a company organized and existing in Sandton, South Africa, with offices located at xx Rivonia Road ("Consultant").

1 Introduction

Company hereby engages Consultant and Consultant agrees to render at the request of Company, independent consulting services ("Services") as set forth in the Statement of Work at Attachment 1 and other statements of work which may be added hereto by way of modification to this Agreement ("Statement of Work"), all of which are incorporated herein and form a part hereof. Services shall be ordered by the Company's issuance of purchase orders that incorporate this Agreement by reference and / or statements of work that incorporate this Agreement by reference or are otherwise added to this Agreement by way of modification hereto. Consultant shall provide the Services in a diligent and professional manner and in no event later than any scheduled completion dates set forth in the Statement of Work or the terms of any purchase order. Time is of the essence for this Agreement and any purchase orders and / or statements of work issued hereunder.

2 Compensation & Travel

Travel must be authorized by Company prior to any anticipated reimbursable travel. Reimbursement for reasonable and actual expenses shall be made in accordance with the following rates:

1. Air travel – Lowest unrestricted coach fare
2. Rented Automobile – Compact Type, unless not practical
3. Miscellaneous Expense – Actual and reasonable pre-approved costs that are directly and reasonably required for performance of the Services.
4. Alcohol and most entertainment costs are NOT allowable expenses, will not be reimbursed by Company and shall not be included in any manner in any invoice submitted hereunder

3 Miscellaneous

- ZAR 1 000 000 for injuries or death to any one person;
- ZAR 1 000 000 for injuries or death(s) from any one accident; and
- ZAR 1 000 000 for damage to property.

3.1 Other Considerations

% If any provision of this Agreement shall be held to be invalid or unenforceable, such provision shall be stricken and the remainder of the Agreement shall remain in full force and effect to accomplish the intent and purpose of the parties. The parties agree to negotiate the severed provision to bring the same within the applicable legal requirements to the extent possible.

3.1.1 Governing Law

The validity, interpretation and/or enforcement of this Agreement shall be governed by the laws of Republic of South Africa.