
Emergence Growth South Africa (Pty) Ltd - Terms & Conditions

Consulting Services

- ▶ Emergence Growth will provide consulting Services to the client relating to Human Resources & related work. The specific nature of the Services to be provided by Emergence Growth will be as specified in the proposal / tender. If the Client wishes Emergence Growth to perform any Services other than those specified in the Proposal or to provide further or other Products or Services, Emergence Growth will quote the Client separately for the provision of those Services/Products.
- ▶ Unless otherwise agreed in writing by both parties, the term of this Agreement will commence upon the date the clients valid purchase order/acceptance of the proposal is received by Emergence Growth.

Acceptance

- ▶ Upon acceptance of these terms of business by the Client the terms and conditions contained therein are irrevocable and can only be amended once mutually agreed.

Reporting, Meetings and Training

- ▶ If the Client or Client's employee cancels attendance to a meeting that has been pre-arranged within 24 hours, Emergence Growth is entitled to charge a cancellation fee equal to the time set for such meeting. If the Client cancels attendance to a set training day that has been pre-arranged within 24 hours, Emergence Growth is entitled to charge a cancellation fee of 100%. If a Client cancels attendance to a set training day that has been pre-arranged within 1 week, Emergence Growth is entitled to charge a cancellation fee of 50%.

Consulting Rates, and Other Expenses

- ▶ Emergence Growth will provide Services to the Client and will be entitled to charge the Client for such Services at the rates specified in the Proposal.
- ▶ Emergence Growth shall be entitled to provide some Services remotely from its own premises and will not always be required to attend the Client's premises. This does not include transport or accommodation expenses where the Client's premises are located within Gauteng, South Africa.

Payment of Invoices

- ▶ Emergence Growth will be entitled to invoice the Client on an interim basis at least monthly for progress payments for any Services performed or Products supplied during the previous month (or during any earlier period which has not previously been invoiced) together with such expenses as the Client is required to reimburse Emergence Growth. Such invoices shall contain such information and detail as the Client may reasonably require.
- ▶ Project initiation fees of 25% of the value of projects will be charged, where the value of the proposal is over R100,000 or equivalent.
- ▶ All invoices rendered by Emergence Growth are payable within fourteen (14) days from the date of invoice. The Client agrees to pay Emergence Growth in full within this time period.
- ▶ If the Client fails to pay any invoice by the due date for payment, interest will be charged on the outstanding amount at the prevailing prime interest rate.

Confidentiality

- ▶ Emergence Growth will not disclose to any third party information imparted to or obtained by it during or in connection with the fulfillment of this Agreement which is confidential. This obligation of confidence will cease to apply in relation to information that Emergence Growth is required to disclose by any law, or which becomes part of the public domain.

Intellectual Property

- ▶ Unless otherwise agreed in writing by Emergence Growth, the copyright and all other rights relating to any products or documentation, provided to the Client by or on behalf of Emergence Growth will remain the property of Emergence Growth or where applicable its licensees.

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- ▶ Upon payment in full for the Services provided by or on behalf of Emergence Growth pursuant to this Agreement, Emergence Growth grants the Client a non-exclusive and non-transferable license to use the Intellectual Property for the Client's own business purposes, subject to the period contained in the proposal where applicable.
 - ▶ The Client shall not de-compile, disassemble, decrypt, extract or otherwise reverse engineer Emergence Growth products or services without prior written consent.
 - ▶ The Client must hold any documentation and other materials provided to the Client by Emergence Growth confidential. The Client must not disclose any of those materials to any third party without Emergence Growth prior written consent. The Client must also take all reasonable steps within its power to protect the Intellectual Property of Emergence Growth.

Assistance and Facilities

- ▶ The Client will provide Emergence Growth with all reasonable assistance and facilities free of charge (including without limitation of the Means of Access and the other Items referred to in the Proposal, office facilities, and liaison with the necessary officers and employees of the Client) in order to permit Emergence Growth to efficiently provide the Services.

Proposal Non-exclusive

- ▶ The Client acknowledges that Emergence Growth is providing Services to the Client on a non-exclusive basis and that Emergence Growth may provide Services of the same or a similar nature as the Services to any other party.

Termination

- ▶ This Proposal may be terminated by either party by giving the other party thirty (30) days' notice in writing to that effect.

General

- ▶ Any notice required or contemplated by this Agreement shall be deemed to have been duly given if it is in writing, properly addressed and delivered personally or mailed by registered or certified mail, postage prepaid addressed or by fax or electronic mail to the Client or Emergence Growth at the address set out in the Proposal or this Agreement or such other address nominated by a party in writing.

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- ▶ Emergence Growth will not be liable to the Client or to any third party for any non-performance or delay in the performance of its obligations under this Agreement, if events or conditions beyond its reasonable control cause the non-performance or delay and Emergence Growth gives the Client prompt notice thereof. In no event will this provision affect Client's obligation to make payments to Emergence Growth under this Agreement except in respect of Services that are unable to be performed by Emergence Growth, until they can be performed.
 - ▶ Should Emergence Growth issue draft documents for final changes and approval it has the right under this agreement to the following; from the date that draft documents are issued the Client has 30 days to submit any revisions required. Should the Client fail to do so, final documents will be issued and invoiced accordingly
 - ▶ Emergence Growth may license or subcontract all or any part of its rights and obligations without the Client's consent.
 - ▶ Emergence Growth may record all calls in order to establish facts that can be used when dealing with any HR situation and to ensure that standards that are achieved in the advice given or need to be achieved by training
 - ▶ This Agreement shall be governed by and must be construed in accordance with the laws of the South Africa and the Client irrevocably submits to the non-exclusive jurisdiction of the courts of that country.

Yours sincerely,



Raun Smythe

Chief Executive Officer