



## Pro Advise Car Advisors (PTY) LTD

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### Service Agreement

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This SERVICE AGREEMENT (hereinafter referred to as the “Agreement”), is made effective as of date signed between Pro Advise Car Advisors (Pty) Ltd (hereinafter referred to as the “Contractor”) and the Client (hereinafter referred to as the “Client”).

Whereas, Contractor is an independent contractor that specializes in providing clients with car advisory and vehicle purchase assistance and guidance services.

Whereas, Client desires to engage Contractor for the purposes of providing car advisory services for Client; and, subject to the terms and conditions contained herein, Contractor desires to accept said engagement.

Now, therefore, in consideration of the mutual promises, covenants and other good and valuable consideration hereinafter set forth, the parties hereto agree as follows:

#### 1. SERVICES

a. Included Services. Contractor agrees to provide car advisory services (the “Services”) as set forth in the Statement of Work, attached hereto as Exhibit “A”, and incorporated herein (the “SOW”), subject to the terms and conditions set forth in the SOW.

b. Excluded Services. Contractor’s Services hereunder shall be limited to the services specified in the SOW, and shall expressly exclude any services not expressly specified in the SOW (each an “Excluded Service”). In the event Client desires to engage Contractor to provide any Excluded Service, a change order detailing such engagement shall be executed between the parties.

#### 2. FEES AND COSTS

In consideration for the Services performed by Contractor hereunder, Client agrees to pay Contractor the fees and costs set forth in the SOW (collectively the “Fees and Cost”), upon the schedule set forth in the SOW. The Fees and Costs represent the total fees, costs and

charges for the Services and will not be increased during the Term (as defined subsequently herein) of this Agreement except pursuant to a mutually agreed change order.

### **3. RELATIONSHIP OF THE PARTIES**

a. Contractor agrees that: (i) the Services will be rendered by Contractor as an independent contractor; (ii) this Agreement does not create an employer-employee relationship between the parties; (iii) Contractor shall have no right to receive any employee benefits, including, but not limited to, health insurance, life insurance, sick leave and/or vacation; (iv) Contractor shall pay all taxes including, self-employment taxes due in respect of the Fees and Costs; and (v) Contractor shall indemnify and hold Client harmless in the event Client is required to pay such taxes on behalf of Contractor.

b. Contractor shall bear the sole responsibility for payment of compensation to its personnel. Contractor shall pay and report, for all personnel assigned to Client's work, federal and state income tax withholding, social security taxes, and unemployment insurance applicable to such personnel as employees of Contractor. Contractor shall bear sole responsibility for any health or disability insurance, retirement benefits, or other welfare or pension benefits, if any, to which such personnel may be entitled. Contractor agrees to indemnify Client in the event that Client is required to pay any of the foregoing costs on behalf of Contractor.

### **4. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION**

a. Client represents and warrants to Contractor that: (i) Client has the full power and authority to enter into this Agreement; and (ii) Client is under no restrictions or obligations, contractual or otherwise, that are inconsistent with the execution of this Agreement or will interfere with Client's performance of any of Client's obligations hereunder.

b. Contractor represents and warrants to Client that: (i) Contractor has the full power and authority to enter into this Agreement; (ii) Contractor is under no restrictions or obligations, contractual or otherwise, that are inconsistent with the execution of this Agreement or will interfere with Contractor's performance of the Services; (iii) Contractor is not engaged in any employment, litigation, arbitration or other legal or administrative proceeding or investigation that would have an adverse effect on Contractor's ability to perform Contractor's obligations hereunder; (iv) Contractor has secured the necessary licenses for performance of the Services, if required; (v) the Services shall be performed in a competent fashion, with the highest amount of professionalism and integrity, in accordance with applicable standards of the profession, all subject to reasonable approval by Client; and (vi) any intellectual property created or used by Contractor during its performance of the Services will not violate any third party's intellectual property rights.

c. Each party hereby indemnifies and holds the other party harmless from any and all damages, claims, liabilities, and costs (including reasonable attorney's fees), or losses of any kind or nature whatsoever which may in any way arise from any breach or alleged breach of this Agreement, including the representations, warranties and agreements set forth in this paragraph.

## **5. DISCLAIMER AND LIMITATION OF LIABILITY**

a. Client expressly agrees that the Services are provided at Client's sole risk. The Services are provided on an "as is" and "as available" basis. Contractor expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Contractor makes no warranty that the Services will meet Client's requirements, or that the Services will be uninterrupted or error-free. Client understands and agrees that all Services are performed at Client's own discretion and risk and that Client will be solely responsible for any damages or losses that results from Contractor's Services. No advice or information, whether oral or written, obtained by Client from Contractor shall create any warranty not expressly made herein.

b. Contractor shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from the use or the inability to use the Services. Contractor shall not be liable for the cost of procurement of substitute goods and services or resulting from any goods or services purchased or obtained in connection with the Services. Client hereby expressly waives any right to direct, indirect, incidental, special or consequential damages for claims disputes and other matters arising out of or relating to this Agreement and/or Contractor's Services. Notwithstanding anything to the contrary contained herein, Contractor's maximum liability to Client arising hereunder shall be limited to the sums paid by Client to Contractor hereunder.

## **6. CONFIDENTIAL INFORMATION**

Each party hereto shall keep the other party's "Confidential Information", including, but not limited to, business secrets, customer, supplier, logistical, financial, research, technical and development information, as well as all other information which can reasonably be discerned to be confidential, and all information designated as confidential, strictly confidential and shall not disclose such information to any third party without the prior written consent of the confiding party. Notwithstanding the foregoing, the term "Confidential Information" shall not include any information which: (i) can be demonstrated to have been in the public domain or was publicly known or available prior to the date of the information was shared with the other party; (ii) can be demonstrated in writing to have been rightfully in the possession of the other party prior to the sharing of such information; (iii) becomes part of the public domain or publicly known or available by publication or otherwise, not due to any unauthorized act or omission on the part of other party; or (iv) is supplied to the other by a third party without binder of secrecy, so long as such third party has no obligation to the confiding party to

maintain such information in confidence. Each party understands that its obligations hereunder with respect to any Confidential Information will terminate only at such time (if any) as said Confidential Information ceases to be confidential as set forth above.

## **7. OWNERSHIP OF INTELLECTUAL PROPERTY**

Contractor will promptly and fully disclose and assign to the Client all inventions, original works of authorship, discoveries, designs, formulas, technology, improvements, trade secrets, results of experiments, processes, techniques and know-how, that are invented, conceived, discovered, developed or reduced to practice by Contractor, either alone or jointly with others, which result from or arise out of the Services rendered by Contractor to Client (the "IP"). All such IP will be the sole property of the Client. Contractor represents and warrants that Contractor has no obligations to any third party which prohibit or restrict the right to assign to the Client exclusive right, title and interest in and to any and all IP made by Contractor resulting from or arising out of Contractor's Services hereunder. Contractor agrees to execute any further documents that are necessary or appropriate, to obtain, maintain, or enforce Client's ownership of the IP.

## **8. MISCELLANEOUS**

a. No failure by either party to perform any of its material obligations hereunder shall be deemed a breach hereof, unless the non-breaching party has given written notice of such failure to the breaching party, and the breaching party fails to cure such non-performance within 31 days after receipt of such notice.

b. All notices, statements and/or requests for approvals (each a "Notice") that either party hereto is required or may desire to give to the other party shall be given in writing by addressing the same to the other party at the addresses set forth above, or at such other address as may be designated in a Notice to the other party. Notices shall be made by personal delivery, courier, or by certified mail, return receipt requested, postage prepaid. Notice shall be deemed given on the date of delivery to the other party.

c. This Agreement constitutes the entire agreement between the parties hereto with respect to the specific subject matter hereof and supersedes all prior agreements or understandings of any kind with respect to the specific subject matter hereof.

d. In the event that any provision or part of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts shall be and remain in full force and effect.

e. Any and all additions, deletions, or modification to this Agreement must be in writing and signed by the parties or it shall have no effect and shall be void.

f. This Agreement is binding upon and shall inure to the benefit of the respective successors, licensees and/or assigns of the parties hereto. Notwithstanding the foregoing, neither party may assign or transfer its rights or delegate its obligations under this Agreement without the other party's prior written consent, which consent will not be unreasonably withheld.

g. This Agreement shall be governed in accordance with the laws of the Republic of South Africa applicable to agreements to be wholly performed therein, without giving effect to its laws governing conflict of laws.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first set forth above.

**CONTRACTOR**



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Authorized Signature

**THABISO MALIMELA**

(Founder and CEO)

**CLIENT**

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Authorized Signature

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Print Name

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Date Signed

## EXHIBIT "A"

### STATEMENT OF WORK (SOW)

#### 1. TERM AND TERMINATION

The term of Client's engagement of Contractor shall commence and continue for a period of 12 months (hereinafter referred to as the "Term"). Notwithstanding the foregoing, the Agreement may be terminated as follows:

a. By Contractor, at any time, for any reason, on the giving of 31 days written notice to Client.

b. By Client, for any reason, on giving Contractor 7 business days written notice or on paying Contractor the equivalent in lieu of notice.

#### 2. SERVICES

During the Term, Contractor shall perform the following services (individually and collectively, "Services") for Client:

##### Pre-Sales Services

a. **Vehicle Designation**

What vehicle would suit your lifestyle and budget.

b. **Market and Vehicle Research**

Look for the best deals that you will like

c. **Dealership excursion and test drive**

We will go with you to the dealership to ensure that the car is in good condition

d. **Vehicle inspection (Optional)**

Only if the vehicle in question is second hand

e. **Purchase Administration Assistance**

f. **Vehicle Delivery (Optional)**

##### After-Sales Services

g. **After-sales assistance**

The ProAdvise team will assist you with any issues you have with your vehicle after the purchase has been completed. This deal lasts the lifetime of the car.

#### h. **Maintenance assistance**

We will remind you when your vehicle is due for service and maintenance and will recommend good places to repair or purchase parts for your vehicle.

### 3. **FEES AND COSTS**

a. Fees. Client shall pay Contractor for the services listed above, excluding those that are **optional**. Client shall pay Contractor all such fees before Contractor can be able to deliver the above listed services. The prices are as follows:

- i. **R1500** if Client wishes to purchase a vehicle costing less than R400 000.
- ii. **R2500** if Client wishes to purchase a vehicle costing more than R400 000 but less than R1 000 000.
- iii. **R3500** if Client wishes to purchase a vehicle costing more than R1 000 000.

b. Validity. The Agreement between Client and Contractor is valid for 12 months. Client can extend this validity period by another 12 months by paying the full amount of their subscription once again. The **After-Sales Services** are valid for the lifetime of the car which ends when the car is written-off or sold to a buyer.

c. Optional Services. The services listed above as “Optional” are ones that involve a third party company and thus costs cannot be controlled by Contractor. Prices are at third party’s full disclosure.

d. Refunds and Cancellation of Service. If Client wishes to cancel their subscription, cancellation fees of **R500** shall be incurred. If Client wishes to cancel 12 months after service has commenced, Contractor will not be held liable for losses incurred and is entitled to refusing a refund. In such cases, no refunded amount will/can be offered.