

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("the Agreement") is effective as of date of Statement of Work/Itemized Quote/Pro forma Invoice payment being issued. (the "Effective Date").

BETWEEN: BIZ EVOLVE AFRICA AMALGAMATED (PTY) LTD. (the "Service Provider"), a corporation organized and existing under the laws of the Republic of South Africa, with its head office located at: The Maples Office Park, 24 Johnson Rd, St Andrews, Bedfordview, 2047, Johannesburg, RSA.

AND: PAYER OF STATEMENT OF WORK/ITEMIZED QUOTE/PRO FORMA INVOICE (the "Client"), a corporation organized and existing under the laws of the Republic of South Africa, with its head office at: Address supplied and completed on the paid Statement of Work quote/Itemized Quote/Pro forma Invoice.

RECITALS

This agreement sets forth the terms and conditions under which the Client will provide the Service Provider with certain "Proprietary Paraphernalia" under bailment and the Service Provider will provide certain business analysis and accounting support services to the Client on specified Service Provider premises (hereinafter referred to as the "Service Provider Network Location(s)").

For the purpose of this Agreement, "Proprietary Paraphernalia" shall include, but not limited to any information, data, written material, record, document, drawing, layout, computer program, software, multimedia, firmware, development, tool, machine, apparatus, appliance, work of authorship, system, pricing information, process, data disk, files and/or research related to the inventory provided by the Client to the Service Provider to perform related business analysis and accounting duties in connection with this Agreement.

WHEREAS, the Service Provider is desirous and capable of providing support services for certain Client-Provided Proprietary Paraphernalia which interconnects to the Service Provider transmission services; and

WHEREAS, the Client and Service Provider (hereinafter referred to cumulatively as the "Parties" and singularly as the "Party") have agreed on the terms which shall govern the bailment and support of the Proprietary Paraphernalia as set forth in Exhibit A of this agreement (hereinafter referred to as the "Statement of Work quote/Itemized Quote/Pro forma Invoice"), which is attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PARTIES TO THIS AGREEMENT

a. The Client, in order to properly conduct its business, employs the Business Consultant of the Company and herein referred to as the "Service Provider". The Service Provider is duly registered by the laws of the Republic and engaged in the business of providing independent consulting services and assistance to business clients.

2. UNDERTAKINGS

a. Client will provide for the inside delivery of the Proprietary Paraphernalia at the Service Provider Network Location(s) as specified by the Service Provider with proper and timely notification as specified in the Statement of Work quote/Itemized Quote/Pro forma Invoice.

b. Service Provider will hold the Proprietary Paraphernalia in bailment for use only at the Service Provider Network Location(s) for the purposes contemplated herein in performance of the Service Provider's obligations to the Client.

c. Client shall cooperate fully with Service Provider in the provision of support services and agrees to perform those activities identified as Client Responsibilities in the Statement of Work quote/Itemized Quote/Pro forma Invoice.

3. SERVICES TO BE RENDERED

a. During the length of this contract, the Service Provider shall serve the Client and perform any and all services in analysis, accounting and tax matters as the Client requires in connection with the Client's business including the preparation of accounting statements, tax reports, returns and other reports. The Service Provider will also provide supervisory and advisory services to the Client when requested.

4. TERMS AND TERMINATION

a. The initial term of this Agreement shall commence on the date of payment, shall continue for a period of 21 to 30 working days, and then shall terminate on date of issuing completed Statements of Work.

b. This Agreement is binding when executed by Client and subsequently accepted by Service Provider and once accepted by Service Provider, the rates and charges provided in this Agreement will be effective and payable upfront following Client's signature date or date of payment being cleared in the company bank account after following the Service Provider's Statement of Work quote/Itemized Quote/Pro forma Invoice being successfully issued to the Client (the "Effective Date").

c. Either Party may terminate this Agreement following the given 7 days' calendar days' prior written notice of termination to the other Party.

d. If Client terminates this Agreement prior to the expiration of the initial 21 to 30 days' term, Client will pay Service Provider, in addition to all other charges due, per Service Provider Network Location(s), which amount shall represent liquidated damages that Client agrees are reasonable.

e. Client shall remove its Proprietary Paraphernalia from the Service Provider Network Location(s) within 7 calendar days of the termination of this Agreement and, if Client fails to do so, Service Provider may itself remove the Proprietary Paraphernalia and store the same at Client's expense and at Client's own risk. Any expenditure by Service Provider for the removal and storage of the Proprietary Paraphernalia shall bear interest at the lesser of [%] _3%_ per annum or the maximum rate permitted by law.

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f. The rights and duties in Article 7, "Warranty and Liability" shall survive the termination of this Agreement.

5. FINANCIAL PROVISION AND PAYMENTS

a. The Client agrees to pay the Service Provider for services at the following rates:

i. 100% upfront of Statement of Work quote/Itemized Quote/Pro forma Invoice amount unless otherwise agreed upon in writing and attached hereto.

b. All invoices shall be due and payable in [CURRENCY] _ZAR_ within [NUMBER] _7_ calendar days upon receipt as set forth into the indicated Service Provider bank account on the Statement of Work quote/Itemized Quote/Pro forma Invoice in the name of the Service Provider.

c. Under no circumstance will any proceeds or due and payable amounts to the Service Provider be paid to any agent(s), director(s) personal bank account.

6. WHEN PAYMENTS ARE DUE

a. The Service Provider shall bill the Client on a regular basis for services to be rendered which bills will be due and payable on receipt.

7. WARRANTY AND LIABILITY

a. Service Provider warrants that its undertakings hereunder shall be performed in a professional and workmanlike manner and that it will provide Support Services in accordance with this Agreement.

b. Client warrants that it has the unrestricted right to place the Proprietary Paraphernalia at Service Provider's Location(s) for the term of this Agreement.

c. No other warranties are expressed or implied, including but not limited to, any warranties of merchantability or fitness for a particular purpose.

d. Except as otherwise set forth herein, neither Party shall be deemed negligent, at fault or liable in any respect to the other for any delay, interruption or failure in performance hereunder resulting from fire, flood, water, the elements, explosions, acts of God, war, accidents, labor disputes, strikes, shortages of Proprietary Paraphernalia or suppliers, unavailability of transportation or other cause beyond the reasonable control of the Party delayed or prevented from performing.

e. Except to the extent the same is caused solely by the gross negligence or willful misconduct of Service Provider, its authorized agents or employees, Client shall indemnify and hold harmless Service Provider, its agents, contractors and employees from and against any and all claims, liability, damage, loss, or expense (including attorney's fees) including injury or death to persons, or damages to property, both real and personal, which may arise out of: (a) the presence of Client's employees, contractors or agents on Service Provider's premises; (b) the installation, operation, maintenance or removal of the Client's Proprietary Paraphernalia from Service's Provider's premises; any inherent defects in the Client's Proprietary Paraphernalia.

f. Client shall indemnify and hold harmless service Provider, its agents, contractors and employees from and against any and all claims, liability, damage, loss, or expense (including attorney's fees) including injury or death to persons, or damages to property, both real and personal, which may arise out of the negligent or intentional acts or omissions of Client, its agents, employees or contractors.

g. Service Provider shall not be liable for any damages to the Proprietary Paraphernalia for any reason, except to the extent the same is caused solely by the gross negligence or willful misconduct of the Service Provider, its authorized agents or employees; provided, however, that in the event the Proprietary Paraphernalia while in the possession and control of the Service Provider is either lost or so damaged as the result of Service Provider's gross negligence or willful misconduct, the maximum liability of Service Provider for said Proprietary Paraphernalia shall not exceed the replacement value of the Proprietary Paraphernalia in a dismantled state, if repairs/exchange/do over are impracticable, or, in the event said Proprietary Paraphernalia is able to be repaired/exchanged/done over, the costs to repair/exchange/do over damage thereto.

h. In no event shall either Party be liable to the other for any indirect, incidental, special or consequential damages, including loss of revenue and profits, even if aware of the possibility thereof.

i. Notwithstanding anything to the contrary in this Agreement, Service Provider's liability to Client for any reason and upon any cause of action or claim in contract or tort, including without limitation breach of this Agreement or any warranty hereunder, regardless of form of action, shall not exceed the lesser of direct damages proved.

j. The limitation set forth in this article apply to all causes of actions or claims in the aggregate including without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts. Further, no cause of action which accrued more than 14 days prior to the filing of a suit alleging such cause of action may be asserted against Service Provider. Client and Service Provider expressly acknowledge and agree that the limitations and exclusions contained herein represent the Parties' agreement as to the allocation of risk between the Parties in connection with Service Provider's obligations under this Agreement. The payments payable to Service Provider in connection herewith reflect this allocation of risk and the exclusion of consequential damages in this Agreement.

8. INDEPENDENT CONTRACTOR RELATIONSHIP

a. It is acknowledged and agreed that Service Provider's relationship with the Client is at all times hereunder an independent contractor and not that of employee and employer. The Client shall have no authority over Service Provider's internal business affairs and decisions. Service Provider shall have no authority to act on behalf of, or legally bind the Client, and Service Provider shall not hold itself out as having any such authority;

i. Unless expressly indicated in writing within a "Letter of Appointment/Authority" the Service Provider may engage in correspondence

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and queries with relevant third-parties associated with the Client for the exclusive performance of the Service Provider's duties in this.

b. This Agreement shall not be construed as creating a partnership or joint venture.

c. The Client is responsible for the payment of any taxes, including without limitation, all Federal, State and local personal business income taxes, sales and use taxes, other business taxes and license fees arising out of the activities of the Service Provider in connection with its performance in rendering the required services for the Client.

9. GENERAL

a. This Agreement sets forth the entire understanding between the Parties with regard to the subject matter hereof and supersedes any prior discussions or representations between them with respect thereto. All amendments to this Agreement shall be in writing and signed by both Parties.

b. Neither Party may use the name, trademark, service mark or Logo of the other Party in any advertising, news releases or in any other manner without the written consent of such Party.

c. Client may not assign this Agreement or any of its rights hereunder without written consent by the Service Provider, which shall not be unreasonably withheld.

d. All Proprietary Paraphernalia provided for the Service Provider by Client hereunder for use in connection with Service Provider's communications services shall be deemed to be "Client-Provided Terminal Proprietary Paraphernalia" within the meaning of Service Provider's tariff.

e. All notices, requests, demands or communications required or permitted hereunder shall be in writing, delivered personally or by telephone, telegram, email, or certified, registered, or express mail at the respective addresses set forth below (or at such other addresses as shall be given in writing by either Party to the other). All notices, requests, demands or communications shall be deemed effective upon personal delivery or on the calendar day following the date of the telephone, telegram, email, or certified, registered, or express mail.

i. If to Service Provider: ATTN. [NAME]_The Manager_, [COMPANY NAME]_BIZ EVOLVE AFRICA AMALGAMATED (PTY) LTD._, [COMPLETE ADDRESS]_The Maples Office Park, 24 Johnson Rd, St Andrews, JHB._, [EMAIL ADDRESS]_hi@bizevolve.africa_, [TELEPHONE NUMBERS]_0872652687_.

ii. If to Client: ATTN. [NAME]_As per Statement of Work/Itemized Quote/Pro forma Invoice_, [COMPANY NAME]_As per Statement of Work/Itemized Quote/Pro forma Invoice_, [COMPLETE ADDRESS]_As per Statement of Work/Itemized Quote/Pro forma Invoice_, [EMAIL ADDRESS]_As per Statement of Work/Itemized Quote/Pro forma Invoice_, [TELEPHONE NUMBERS]_As per Statement of Work/Itemized Quote/Pro forma Invoice_.

10. CONFIDENTIALITY

a. The Service Provider hereby acknowledges that the Client has made, or may make available to the Service Provider certain customer lists, pricing data, supply sources, techniques, computerized data, maps, methods, product design information, market information, technical information, benchmarks, performance standards and other confidential and/or Proprietary information of, or licensed to, the Client or its clients/customers ("Customers"), including without limitation, trade secrets, inventions, patents, and copyrighted materials (collectively, the "Confidential Material").

b. The Service Provider acknowledges that this information has independent economic value, actual or potential, that is not generally known to the public or to others who could obtain economic value from their disclosure or use, and that this information is subject to a reasonable effort by the Client to maintain its secrecy and confidentiality. Except as essential to the Service Provider's obligation under this Agreement, the Service Provider shall not make any disclosure of this Agreement, the terms of this Agreement, or any of the Confidential Material and Proprietary Paraphernalia. Except as essential to the Service Provider's obligation pursuant to their relationship with the Client, the Service Provider shall not make any duplication or other copy of the Confidential Material.

c. The Service Provider shall not remove Confidential Material or proprietary property or documents from the Proprietary Paraphernalia without written authorization. Immediately upon request from the Client, the Service Provider shall return to the Client all Confidential Material or proprietary property or documents. The Service Provider shall notify each person to whom any disclosure is made that such disclosure is made in confidence, that the Confidential Material shall be kept in confidence by such persons, and that such persons shall be bound by the provisions of this Agreement. The Service Provider further promises and agrees not solicit Customers or potential Customers of the Client, after the termination of this Agreement, while making use of the Client's Confidential Material/Proprietary Paraphernalia.

11. PROPRIETARY INFORMATION

a. For the purpose of this Agreement, "Proprietary Information" shall include, but not limited to any information, observation, data, written material, record, document, drawing, photograph, layout, computer program, software, multimedia, firmware, invention, discovery, improvement, development, tool, machine, apparatus, appliance, design, work of authorship, logo, system, promotional idea, customer list, customer need, practice, pricing information, process, test, concept, formula, method, marketing information, technique, trade secret, product and/or research related to the actual or anticipated research development, products, marketing, advertising, business or finance of the Client, its affiliates or related entities.

b. All right, title, and interest of every kind and nature whatsoever in and to the Proprietary Information made, written, discussed, developed, secured, obtained or learned by the Service Provider during the term of the relationship with the Client or the 7 day notice period immediately following intention to termination of that relationship, shall be the sole and exclusive property of the Client for any purpose or use whatsoever, and shall be disclosed promptly by the Service Provider to the Client. The covenants set forth in the preceding sentence shall

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apply regardless of whether any Proprietary Information is made, written, discussed, developed, secured, obtained or learned (a) solely or jointly with others; (b) during the usual hours of work or otherwise; (c) at the request and upon the suggestion of the Client or otherwise; (d) with the Client's materials, tools, instruments, or (e) on the Client's premises or otherwise.

12. ATTORNEY FEES PROVISION

a. In any litigation, arbitration, or other proceeding by which the Service Provider seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the Service Provider shall be awarded its reasonable attorney fees, and costs and expenses incurred due to non-performance of the Client's obligations herein.

13. ENTIRE AGREEMENT

a. This contract expresses the entire Agreement between the Client and the Service Provider regarding this matter. This Agreement can only be modified with another written agreement signed by both the Client and the Service Provider. This Agreement shall be binding upon both the Client and the Service Provider and their respective heirs, legal representatives and successors in interest.

14. GOVERNING LAW

a. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by the law of the Republic of South Africa.