

**SERVICE AGREEMENT**  
made and entered into by and between

**Workspace South Africa (Pty) Ltd**  
Reg Number: 2019/219433/07

Herein after called the **SERVICE PROVIDER**  
whose address is

*Ground Floor Brookside Building  
11 Imam Haron Rd, Claremont, 7708*

**AND**

Client: **Endor By Design**

Registration Number: **CK 2021/117917/07**

Hereinafter called the **CLIENT** whose address is

Brookside office park. 11 Imam Haron Road, Claremont  
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**1) AGREEMENT**

The Service Provider allows the Client access to the premises at Brookside Building, 11 Imam Haron Rd, Claremont, 7708 in accordance with the terms and conditions contained in this agreement and in accordance with the house rules and in accordance with the service package of Private office for 6 months which the Client has opted for. The client agrees to comply with and to be bound by these agreements and house rules. This agreement does not create any tenancy, leasehold or any property rights attributable to the Client.

**2) FEES**

The client shall pay all amounts billed to it by the service provider in connection with any agreement entered into between the service provider and the client on or before the due date. Late payments will incur interest charges calculated at 3% per month or part thereof. Monthly recurring fees and charges will be billed and be payable monthly in advance. Variable fees and charges will be billed at the end of every month. All bills and invoices are payable within seven days from date of invoice.

The client shall pay a service deposit equivalent to one month's rental upon signing this agreement. This amount shall be held by the service provider as security to ensure the client performs all of its obligations under this agreement, the house rules and any other agreement entered into by the client with the service provider. The deposit shall be repaid to the client interest free after the client has discharged all of its obligations in any agreement entered into with the service provider and after all monies owing to the service provider have been paid.

**3) Renewal**

This agreement lasts for the period stated. Should the client wishes to renew, a new agreement will be finalised one calendar month prior to the end of the current term.

**4) Termination/Cancellation**

Either party to this agreement can terminate the agreement at the end date stated in the agreement or at the end of any renewal period or at the end of any extension granted, whichever is later, by giving notice in writing to the other party of its intention to cancel the agreement one calendar month before the

agreement, renewal period or extension is due to end. In the event that the agreement, renewal or

extension period is less than three months, two calendar months notice of intention to cancel the agreement shall be given. If the agreement, renewal or extension period is two months or less then the notice period required shall be one week less than the agreement, renewal or extension period.

In the event that adequate notice of intention to terminate this agreement is not given, then this agreement shall end on the last day of the calendar month in which the agreement would end if adequate notice of intention to terminate was given.

In the event that the client needs to terminate this agreement prior to the end date, a three month notice period will be required.

The service provider shall be allowed to cancel this agreement immediately and without giving the client any notice in the event of the client being insolvent, goes into liquidation, becomes unable to pay its debts, or owes the service provider for services rendered for seven days or more. The service provider shall also be allowed to cancel this agreement immediately and without giving the client any notice if the client is in breach of any of its obligations to the service provider as contained in any of the agreements entered into with the service provider or fails to comply with any of the house rules or fails to correct any written request for correction or comply with any written instruction issued to the client by the service provider within five days of such request or instruction being issued. If the service provider cancels this agreement as a result of any items contained in this paragraph then the client shall be liable to the service provider for all monies outstanding to the service provider and for all amounts yet to be billed by the service provider to the client including any monthly recurring fees which the service provider would have billed to the client until the agreement would have ended if the service provider did not end the agreement.

In the event that the premises for any reason are no longer available and the service provider is permanently unable to provide the services in this agreement, then this agreement will terminate and the client will only have to pay for the recurring monthly fees and any additional items/fees incurred by the client up to the date the agreement ends. In this event the service provider will not be liable to the client for any losses including but not limited to loss of profits or business or damages of any nature.

When this agreement terminates the client will immediately vacate the premises leaving them and any furniture or equipment used by them in the same condition as when the client first made use of them. Upon the clients departure (either by way of terminating this agreement or as a result of relocation within the premises at the clients request) the service provider will charge the client a cleaning and inspection fee to return the area used by the client to its original state. Any additional repairs, fair wear and tear excluded, required to restore the area, furniture or equipment used by the client to its original condition will be billed by the service provider to the client. If the client leaves any items in the premises after this agreement expires or is cancelled then the service provider shall be allowed to immediately dispose of them in any way the service provider sees fit and for the benefit of the service provider.

If the client continues to use the premises, services or any assets of the service provider after the agreement has terminated, the client will be responsible for any fees as if the agreement was not terminated and/or for any loss the service provider may incur as a result of the clients failure to vacate on time, whichever is greater.

#### 5) Premises

The client may only use the premises for office purposes acceptable to the service provider only. A business requiring frequent visits by members of the public is not allowed. The definition and compliance with "office purposes acceptable to the service provider" shall be at the sole discretion of the service provider.

The client may only carry on a business in the name as stipulated on this agreement or in a name agreed to in writing by the service provider.

The client must comply with all relevant laws and regulations in the conduct of its business and not allow anything illegal or fraudulent to be carried out at or in the premises.

The client shall take good care of the premises and its fixtures, fittings and equipment and shall not make any structural or other alterations or additions to or improvements to the premises or drive nails or any such like into any walls, fixtures or fittings in the premises without the consent of the service provider. The client shall not install any cabling, IT or Telecom connections without the express written consent of the service provider. The client shall be liable for all costs incurred by the service provider to correct any damage caused by the client, the clients employees or contractors and the clients guests/invitees.

The client shall not do or cause anything to be done which may cause noise, nuisance or annoyance to any other users of the premises or which may cause insurance premiums in or on the premises to increase.

The client's domicilium citandi et executandi for all correspondence regarding this agreement and all communications from the service provider to the client shall be at the premises.

#### 6) Service Providers Responsibility

The service provider shall provide to the client the services and office/desk in the premises as stated in this agreement. The client shall have non exclusive rights to the office/desk allocated to it. In the event that the service provider wishes to allocate a different office/desk in the premises or wishes the client to move to a different office/desk in the premises then the client shall move to the new office/desk which will be reasonably equivalent to the office/desk initially allocated to the client. The service provider shall notify the client in advance of any such move.

The service provider will provide the office/desk and services contracted for in this agreement during normal office hours.

The service provider shall not be responsible to the client for any loss or damage suffered by the client in connection with this agreement or the premises unless the service provider has deliberately acted negligently in causing that loss or damage.

The service provider shall not be liable or have any liability under any circumstances for loss of business, loss of profits, loss or damage to data, third party claims or any consequential loss. The client must insure against all such potential loss or damage and take adequate steps and safeguards against such loss or damage.

The service provider shall not be liable to the client for any loss or damage suffered by the client as a result of the service providers failure to provide any services to the client as a result of any breakdown, strike or termination of the service providers interest in the premises unless the service provider has deliberately acted negligently in causing that loss or damage.

The service provider does not make any representations or give any guarantees regarding the security of the service provider's network, internet, internet connectivity, speed or availability.

It is the client's responsibility to arrange adequate insurance for its own property which it brings onto the premises and to adequately insure its own employees and third parties which it may bring onto the premises or allow onto the premises.

#### 7) General

The service provider shall have the right to access the office/desk allocated to the client at any time in cases of emergency, routine cleaning and termination of this agreement. In the event that the service provider wishes to carry out repairs, routine maintenance, testing etc. the service provider shall endeavour to give as much notice as possible to the client.

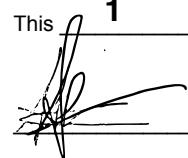
The client shall not cede any rights in respect of this agreement to any other party.

While this agreement is in force and for a period of six months after it terminates neither party to this agreement may solicit the services of or employ any staff of the other party. The agreed penalty for breaching this shall be 1.5 times the gross annual salary of the employee which shall be payable to the aggrieved party.

Any relaxation, indulgence, waiver or condonation which the service provider may grant to the client shall not become binding on the service provider who at all times shall be entitled to claim due and prompt performance by the client of its obligations.

Signed at Claremont

This 1 day of October 2022

  
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On Behalf of Client  
  
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On Behalf of Service Provider