

## **Lehumo Technologies (Pty) Ltd Standard Terms and Conditions**

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1. DEFINITIONS. "Seller" means Lehumo Technologies (Pty) Ltd. "Client" means the person, firm or company to which a Service Agreement is issued by Seller, as identified on the front of a Service Agreement. "Services" means those specific services and related products of Seller covered by a Service Agreement. The Services may not be amended, re-scoped or changed unless pursuant to a written agreement signed by Client and Seller as described below.
2. SCHEDULING. The date or dates for delivery of Services, including but not limited to class times and dates, may not to be rescheduled by the participant(s) of such classes under any circumstances. Seller reserves the exclusive right to modify the time, place, date and mix for Services, to the extent Seller reasonably believes such modifications are to the benefit of Client. Modifications to Service delivery dates requested by Client will be considered by Seller on a case-by-case basis, provided that Seller is under no obligation to make such modifications, and Seller's refusal to allow such modifications will in no case relieve Client of its payment or other obligations

arising pursuant to a Service Agreement. In the event Client requests, and Seller approves, a modification to a delivery date for Services, Client will be required to pay a rescheduling/administrative surcharge as follows: (a) an amount equal to 50% of the total fees payable by Client pursuant to the Payment Schedule in the event the rescheduling is requested 30 days or more prior to the scheduled delivery of Services; and (b) an amount equal to 50% of the total fees payable by Client pursuant to the Payment Schedule in the event the rescheduling is requested less than 30 days prior to the scheduled delivery of Services.

3. **PAYMENTS.** Client agrees to pay Seller all sums under with this Service Agreement as the same becomes due, as set forth in the Payment Schedule. Client further acknowledges and agrees that Client's failure to use the Services contracted for pursuant to this Service Agreement, for any reason other than Seller's material breach hereof, in no way relieves Client of its payment obligations to Seller.
4. **DEPOSITS.** If a Service Agreement is entered into less than 30 days prior to the anticipated Service delivery date, full payment will be required at the time of execution of the Service Agreement. If a Service Agreement is entered into more than 30 days prior to the anticipated Service delivery date, a 50% deposit is required at the time of execution of the Service Agreement, with the remaining 50% due within 30 days of execution of the Service Agreement.
5. **CANCELLATIONS.** A Service Agreement is **NON-CANCELABLE**; provided, that for a one-time Service (i.e. a single class), Client may cancel such Services and shall owe Seller (i) a cancellation fee equal to 25% of the total fees payable by Client hereunder as well as 100% of any charges incurred by Seller for Client's benefit including equipment charges and trainer and personnel expenses ("Other Charges") if such cancellation occurs 60 to 20 days prior to the Service delivery date; or (ii) a cancellation fee equal to 60% of the total fees payable by Client hereunder and 100% of other Charges if such cancellation occurs 20

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to 7 days prior to the Service delivery date; or (iii) a cancellation fee equal to 100% of the total fees payable by Client hereunder and 100% of other Charges if such cancellation occurs less than 7 days prior to the Service delivery date.

6. **DEFAULT.** Client's failure to make timely payments when due hereunder shall constitute a material breach of, and default under, this Purchase Order, which is a binding contract. Upon notice of such default, Client is required to immediately pay all back charges, plus 1.5% per month for late fees, plus one month in advance until fulfillment of the Service Agreement.
7. **ACCEPTANCE; ENTIRE AGREEMENT.** Execution of a Service Agreement by both shall constitute the acceptance of the Service Agreement by such parties, including all of the terms and conditions contained herein, and the entry by the parties into a binding contract of purchase and sale. No additional or different terms and conditions shall be effective unless in writing and signed by a duly authorized representative of each party in a document that expressly refers to this Service Agreement. A Service Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The terms and conditions of the Service Agreement may not be modified or amended except in a written agreement signed by both parties.
8. **TAXES; CHARGES.** Except as otherwise specified on a Service Agreement, the price for all Products includes applicable federal, state and local taxes and charges.
9. **WARRANTY.** Seller disclaims all warranties with respect to the goods or other materials delivered in connection with the Services, including, without limitation, implied warranties of merchantability and fitness for particular purpose.
10. **GOVERNING LAW; VENUE.** A Purchase Order will be governed in all respects by, and construed in accordance with, the laws of the Republic of South Africa without

reference to its conflict of law provisions.

11. **FORCE MAJEURE.** Seller will not be responsible for its failure to perform in a timely manner under a Service Agreement due to acts of God, fire, theft, war, riot, embargo, terrorism, labor dispute or other cause beyond its reasonable control. If delivery of Services is delayed by any such event, Seller will promptly notify Client in writing.
12. **OWNERSHIP; INTELLECTUAL PROPERTY.** (a) Any specifications, drawings, technical data, tools, equipment and other materials provided by Seller and used in connection with the Services shall: (a) be kept confidential by Client; (b) remain Seller's property; (c) be used by Client only in connection with receiving Services; and (d) be clearly marked as Seller's property. Client further agrees that all writings, software, drawings, specifications, designs, copyrightable material, inventions (whether patentable or not), improvements, developments and discoveries (collectively referred to as "Technology") made or conceived by Seller solely or in collaboration with others, including, but not limited to, Client, during the course of performing under this Service Agreement are the sole property of Seller, and Client further agrees to assist Seller, at Seller's expense, to obtain, perfect, defend and enforce its rights in and to all such Technology, and in the execution of all applications, assignments and all other instruments which Seller shall deem necessary in order to apply for and obtain copyright, patent and other forms of intellectual property right protection.
13. **COSTS OF COLLECTION.** If payment is not made by Client when due hereunder, Client promises to pay and shall be responsible for all costs of collection, recovery fees, and reasonable attorneys' fees incurred by Seller in connection with Seller's collection efforts, whether or not suit is filed hereon, together with the fees, costs and expenses of Seller.