

TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions are applicable to any services engaged by a client from Infinity Renewable Solutions. In this agreement all reference to the Client shall refer to such persons which have accepted a Proposal for services by Infinity Renewable Solutions.

1. INTERPRETATION

In this agreement, unless inconsistent with the context, words referring to:

- 1.1. one gender includes a reference to other genders;
- 1.2. natural persons include juristic persons and vice versa;
- 1.3. the singular includes the plural and vice versa;
- 1.4. the headings to this agreement are used for the sake of convenience only and shall not govern the interpretation of the clauses to which they relate.

2. DEFINITIONS

Unless such meaning is inconsistent with the context, the following terms shall throughout this agreement have the meanings ascribed to them, namely:

- 2.1. **“Agreement”** means these Terms and Conditions and the written Proposal
- 2.2. **“Annexures”** means any annexures or attachments to this Service Agreement
- 2.3. **“Client”** means the Party referred to in the written Proposal
- 2.4. **“Client Information Sheet”** means the information sheet completed by the Client in respect of its contact and billing information included herein by reference
- 2.5. **“Commencement date”** means, irrespective of the date of signature of the Proposal or the date specified in the Proposal agreed by correspondence with the Client as being the date on which the services shall commence;
- 2.6. **“Infinity Renewable Solutions”** means Infinity Renewable Solutions (Pty) Ltd, registration number 1997/011213/07, a private company duly incorporated under the laws of South Africa, its successors-in-title and assigns;
- 2.7. **“Proposal”** means any document in respect of which Infinity Renewable Solutions has provided a Proposal for the scope and fees of services and any additional conditions and which was accepted by the Client. Such Proposal shall include these Terms and Conditions, which is included in the contents thereof by reference;
- 2.8. **“Services”** means the Services specified in the Proposal agreed with the Client;

3. INTRODUCTION

- 3.1. The Client wishes to receive the Services from Infinity Renewable Solutions to assist the Client with its monitoring and control solution, as outlined in the Proposal.
- 3.2. The Client acknowledges that it remains responsible for compliance with any applicable legislation, irrespective of these terms and conditions or any services provided, or recommendations made by any of the representatives of Infinity Renewable Solutions and that no such obligations have been delegated to or accepted by Infinity Renewable Solutions.
- 3.3. This agreement contains the terms and conditions agreed to between the parties.

4. COMMENCEMENT DATE OF SERVICES

- 4.1. The agreement shall commence either at acceptance of the Proposal or at such later date as agreed to in writing between the Parties.

5. PERIOD

- 5.1. The agreement shall continue indefinitely until it is replaced or terminated in writing
- 5.2. Either Party may terminate this agreement with three month’s written notice to the other Party

6. SERVICES OFFERED BY INFINITY RENEWABLE SOLUTIONS

- 6.1. The type of service is specified in the Proposal to the Client.
- 6.2. The accepted Proposal will specifically form part of this agreement as an annexure
- 6.3. The services may be amended by completion of a substitute Proposal, which document will form part of this agreement
- 6.4. The process embodied in the services is at the full discretion of Infinity Renewable Solutions and may be adjusted as the business model of Infinity Renewable Solutions changes.

7. EXCLUDED SERVICES

The following services are expressly excluded:

- 7.1. consultation or hours spent resolving any issues affecting the delivery of the services caused by the Client or by a third-party supplier engaged by the Client;
- 7.2. services that relate to a period prior to the commencement date or after expiry of the agreement;
- 7.3. resolving issues, complaints, queries or charges relating to any non-disclosure of information pertinent to the matter by the Client to Infinity Renewable Solutions;

- 7.4. resolving or accepting responsibility or risk for any criminal and/or fraudulent and/or negligent acts and/or omissions by the Client that may have an impact on services or the reputation of Infinity Renewable Solutions and which were not disclosed to Infinity Renewable Solutions in writing when the Client became aware thereof prior to the complaint;
- 7.5. providing training or any other form of instruction to the management or staff of the Client, including the provision of training notes, presentations, slides or any similar material unless independently contracted in writing with the Client;
- 7.6. Any travel or consultation expenses over and above those included in the Proposal

8. FEES

- 8.1. The fees due and payable to Infinity Renewable Solutions by the Client pursuant to this agreement are specified in the Proposal accepted by the Client or, if reviewed or amended, as per the tax invoice furnished to the Client, from time to time.
- 8.2. Any Clients who have agreed to services rendered onsite at the Client (or at such other location as required by the Client) shall be provided with a special quote in respect of travel.
- 8.3. Final prices are subject to exchange rate fluctuations
- 8.4. Payment dates and terms of the fees are specified in the Proposal or as agreed with the Client.
- 8.5. All fees are quoted exclusive of VAT. Infinity Renewable Solutions is registered for VAT and as such all service fees rendered by Infinity Renewable Solutions shall be subject to VAT.
- 8.6. Any late payments by the Client shall attract interest at the publicly published prime overdraft rate (charged by Infinity Renewable Solutions's bank from time to time) plus 2% per annum or at the maximum rate permitted under the National Credit Act (No 34 of 2005), if such is higher, calculated and compounded daily in arrears on all overdue amounts owing to Infinity Renewable Solutions in terms of this agreement from due date to date of payment.
- 8.7. All payments must be made into a bank account nominated by Infinity Renewable Solutions.
- 8.8. The Client shall furnish Infinity Renewable Solutions with proof of payment immediately after making any payment.
- 8.9. Infinity Renewable Solutions shall not be held responsible by any error made by the Client in respect of any payment to Infinity Renewable Solutions

9. REVIEW OF FEES

- 9.1. Infinity Renewable Solutions may revise the proposed costing and time allocations throughout the lifetime of the agreement and adjusted with the written agreement and approval of the Client.

10. FEES NON-REFUNDABLE

The Client understands and agrees that the fees, charges and costs payable in respect of this agreement are non-refundable and waives all its rights thereto excluding any amounts paid pursuant to genuine errors.

11. DISBURSEMENTS

- 11.1. Should Infinity Renewable Solutions incur any disbursements and/or costs for and on behalf of the Client or at the request of the Client, the Client shall reimburse Infinity Renewable Solutions forthwith upon receipt of an invoice stipulating:
 - 11.1.1. the nature of the disbursements and costs so incurred;
 - 11.1.2. the amount of the disbursements and costs so incurred; and
 - 11.1.3. the reason for incurring such disbursements and/or costs.

12. CO-OPERATION

- 12.1. The Client agrees that this agreement is a living document which anticipates changes and amendments from time to time to reflect any changes in the parties' needs and/or any changes in market practice and/or any changes or amendments to the legislation.
- 12.2. The Client will facilitate Infinity Renewable Solutions in familiarising itself with the Client, its business, its employees and any documentation or other information required by Infinity Renewable Solutions to enable it to render the services efficiently and professionally.
- 12.3. The Client agrees to make any information that it has in respect of its business available to Infinity Renewable Solutions upon request.
- 12.4. In providing the services, Infinity Renewable Solutions will rely on the information and documentation provided by the Client and will accept these at face value. Infinity Renewable Solutions will not, nor be required by the Client to, independently verify or review such information or documentation. Infinity Renewable Solutions will also not undertake any procedures designed to discover defalcations, omissions or other irregularities in such information or documentation.
- 12.5. The Client shall provide the support and infrastructure to Infinity Renewable Solutions, where reasonably possible, in order to permit Infinity Renewable Solutions to perform its obligations under this agreement.

12.6. Any lack of co-operation by the Client with Infinity Renewable Solutions shall be deemed to be a material breach of this agreement.

13. INDEMNITY

13.1. Notwithstanding anything to the contrary contained in this Agreement –

13.1.1. neither Party shall be liable to the other for any indirect, special or consequential damages;

13.1.2. neither party shall be liable for any loss, liability, damage or expense of whatsoever nature suffered by the other party as a result of or which may be attributable to –

13.1.2.1. the breach of either Party of its obligations as set out in this Agreement or other applicable Laws;

13.1.2.2. the intentional or negligent acts or omissions of either Party, its employees, agents, contractors and representatives;

13.1.2.3. any event of Force Majeure as defined in clause 14; or

13.1.2.4. the downtime of any telecommunications line and/or infrastructure and/or facilities.

13.2. The limitation of liability set forth in clause 13.1, will not:

13.2.1. apply to liability resulting from gross negligence or wilful misconduct of either Party, its agents, employees or assigns; or

13.2.2. to damages incurred by either Party as a result of governmental, regulatory or judicial action(s) pertaining to violations of any applicable Laws, or any combination of same, to the extent that such damages result from the other Party's breach, directly or indirectly, of its obligations under this Agreement.

13.3. The Client waives any claim and indemnifies Infinity Renewable Solutions and any of its employees or agents against any damage or loss that the Client may suffer as a result of or pursuant to this agreement, or any matter ancillary thereto.

13.4. Infinity Renewable Solutions will not be liable in respect of any claim unless the Client has commenced arbitration proceedings or served a court summons (in the event that the Client's claim may be validly instituted in a court) within three years of the date on which the Client became aware or ought reasonably to have become aware of circumstances giving rise to a claim or a potential claim against Infinity Renewable Solutions.

13.5. Should any dispute between the parties be referred to an Independent Person, in terms of clause 18 hereof, in determining any liability, the Independent Person will be bound to limit such liability through the application of the provisions of the Apportionment of Damages Act, 1956 ("AOD Act") to that portion of the loss, damage, cost or expense suffered by the Client and which is ascribed to Infinity Renewable Solutions by allocating a proportionate

responsibility based on the relative degrees of fault to the loss, damage, cost or expense in question, it being a term of this letter of engagement that the AOD Act will apply to all claims between the Parties.

13.6. The Client may not bring a claim personally against any partner or employee of Infinity Renewable Solutions in respect of any loss, damage, cost or expense suffered by you as a result of, arising from, or in connection with the services rendered.

13.7. The Client hereby indemnify and holds Infinity Renewable Solutions harmless (including partners and employees) against any loss, damage, cost or expense suffered by any third party as a result of, or arising from, or in connection with any services provided to the Client under this Service Agreement.

14. FORCE MAJEURE

14.1. Should either Part ("**Invoking Party**") be prevented from fulfilling any of its obligations in terms of this Agreement as a result of any Act of God, war, fire, flood, legislation, insurrection, sanctions, trade embargo or any economic or other cause beyond the reasonable control of such Party ("**Force Majeure**") then the Invoking Party will forthwith give written notice thereof to the other Party –

14.1.1. specifying the cause and anticipated duration of the Force Majeure; and

14.1.2. promptly upon termination of the Force Majeure, stating that such Force Majeure has terminated.

14.2. Performance of any such obligations will be suspended from the date on which notice is given of Force Majeure until the date on which notice is given of termination of Force Majeure ("**Suspension Period**"), subject always to the remaining provisions of this clause 14.

14.3. The Invoking Party will not be liable for any delay or failure in the performance of any obligation hereunder, or loss or damage due to or resulting from the Force Majeure during the Suspension Period provided that -

14.3.1. the Invoking Party uses and continues to use its best efforts to perform such obligation;

14.3.2. if the Force Majeure shall continue for more than 30 (thirty) consecutive days, the other Party will be entitled to cancel this Agreement on the expiry of such period, but will not be entitled to claim damages against the Invoking Party as a result of the delay or failure in the performance of any obligations hereunder due to or resulting from the Force Majeure.

15. CONFIDENTIALITY AND USE OF INFORMATION

15.1. The parties agree and accept that their respective information, data and business details are confidential and their exclusive property.

- 15.2. The Client agrees to:
- 15.2.1. the use of reasonable means, being not less than that used to protect its own proprietary information, in safeguarding Infinity Renewable Solutions' proprietary materials;
 - 15.2.2. not show and/or disclose any portion of the proprietary materials or their contents to anyone other than employees or advisers who have need to use the proprietary materials in the performance of their obligations under this agreement;
 - 15.2.3. not to remove any of Infinity Renewable Solutions' proprietary materials without its prior written consent;
 - 15.2.4. not make copies of the proprietary materials except as needed only for performance under this agreement;
 - 15.2.5. return all copies of the proprietary materials to Infinity Renewable Solutions upon request;
 - 15.2.6. ensure that the provisions of this agreement are not violated by any employee and/or agent of or any other person; and
 - 15.2.7. not disclose to any other person the structure of the services.
- 15.3. Infinity Renewable Solutions may acquire sensitive information concerning the Client's business or affairs in the course of providing the service. Infinity Renewable Solutions undertakes to keep such information confidential, unless required to disclose the information to the insurers or legal advisors of Infinity Renewable Solutions, or unless Infinity Renewable Solutions are under legal compulsion or unless the information is in the public domain.
- 15.4. Any advice, report, document or product prepared for the Client will be solely for the Client's benefit and may not be disclosed to any third parties without the prior written consent of Infinity Renewable Solutions. The Client may however disclose in whole or in part, the product of Infinity Renewable Solutions' services to their bankers, legal and other professional advisors for purposes of seeking advice in relation to the services, provided that in so doing, the Client informs them that disclosure by them (save for their own internal purposes) is not permitted without the prior written consent of Infinity Renewable Solutions, and that Infinity Renewable Solutions accepts no responsibility or liability whatsoever and neither does Infinity Renewable Solutions owe a duty of care to them in connection with the services.
- 15.5. The Client may not quote Infinity Renewable Solutions's name or reproduce Infinity Renewable Solutions's logo in any form or media without the prior written consent of Infinity Renewable Solutions.

- 15.6. Nothing contained in this clause 15 shall be construed as to alter the title to or ownership of the proprietary materials.
- 15.7. This obligation of confidentiality shall extend indefinitely, even following the termination of this agreement.

16. COPYRIGHT

- 16.1. Infinity Renewable Solutions shall own and retain copyright in any material or documentation provided by it to the Client or its members.
- 16.2. This clause 16 shall extend indefinitely, even following the termination of this agreement.

17. PUBLIC ANNOUNCEMENTS

Public notices disclosing the existence of this agreement or describing the contents hereof, except for those notices required by law, shall be subject to the prior written consent of both parties.

18. DISPUTES

- 18.1. Notwithstanding anything else to the contrary contained in this agreement, in the event of any dispute arising between the parties, the Client shall continue to pay timeously the fees, charges and/or costs referred to in this agreement.
- 18.2. In the event that a dispute between the parties cannot be resolved by the parties, including a claim that either party has failed to meet the standards and criteria envisaged in this agreement, the aggrieved party shall advise the other party in writing of its dissatisfaction and the nature of the dispute, whereupon:
- 18.2.1. the other party shall admit that it is the cause of the dispute and in so doing that party shall be obliged to rectify the issue giving rise to the dispute e.g. improve its standards and services accordingly; or
 - 18.2.2. that party shall refute the other party's opinion, in which event the parties shall have 30 days within which to agree upon and appoint an independent person (to act as an expert and not an arbitrator). Should the parties fail to agree upon and/or appoint an independent person, then Infinity Renewable Solutions shall have the right to appoint CISA as independent person. The independent person to determine whether or not the non-aggrieved party has in fact failed to comply with this agreement. The independent person's determination shall be final and binding on the parties. Costs of such determination shall be borne by the unsuccessful party.
- 18.3. In the event that it is found that the non-aggrieved party has failed to meet the requirements of this agreement as set out above, then the other party shall be entitled to terminate this agreement by giving that party one month's written notice.

19. BREACH

19.1. If either party (“the Defaulter”) commits a breach of this agreement, and/or fails to comply with any of the provisions hereof, and fails to remedy such breach and/or failure within 7 calendar days of receipt of such a notice from the other party requiring such remedial action then the other party shall forthwith be entitled, but not obliged, without prejudice to any other right which that party may have in law, including the right to claim damages:

- 19.1.1. to cancel this agreement and/or claim damages; or
 - 19.1.2. to claim immediate performance and/or payment of all the Defaulter’s obligations in terms hereof and/or claim damages.
- 19.2. Fees shall be due and payable for a further 3 months after date of cancellation if the Client is the Defaulter.

20. SUMMARY TERMINATION

20.1. Infinity Renewable Solutions may terminate this agreement and cease all services, with immediate effect, should the Client:

- 20.1.1. commit any act of dishonesty, commit any crime, act in an unprofessional or unethical manner or behave in an intolerable manner towards Infinity Renewable Solutions; or
- 20.1.2. not pay any amount on due date.

21. GENERAL

21.1. *Understanding of agreement*

21.2. The parties acknowledge that each has read this agreement, understands it, and agrees to be bound by its terms, conditions and covenants.

21.3. *Entire agreement*

21.3.1. This agreement together with the Proposal, as revised from time to time, constitutes the complete and exclusive written expression of the terms of this agreement between the parties and supersedes all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, covenants and all other communications between the parties relating to the subject matter of this agreement.

21.3.2. This agreement may not in any way be interpreted or supplemented by a prior or existing course of dealings between the parties pursuant to this agreement or otherwise.

21.4. *Time is of the essence*

21.5. Time shall be of the essence in this agreement with respect to the performance of the Client’s obligations hereunder.

21.6. *Indulgences*

21.7. No indulgence granted by a party shall constitute a waiver or abandonment of any of that party’s rights under this agreement; accordingly, that party shall not be precluded, as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.

21.8. *Severability*

21.9. If any provisions of this agreement shall be held to be invalid, illegal or unenforceable by a Court of competent jurisdiction or arbitrator, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby, and this agreement shall be of full force and effect.

21.10. *Force majeure*

21.11. Neither party shall be responsible for delays or failures in performance (with the exception of the obligation to pay money) resulting from acts reasonably beyond the control of such party (force majeure). In such event, the time for the performance may be extended for any period during which the performance is so prevented, provided that the non-defaulting party shall be entitled to terminate this agreement if such non-performance continues for more than ninety (90) consecutive days.

21.12. *Jurisdiction*

21.12.1. If either party elects to institute proceedings in any Magistrates Court, the other party hereby consents in terms of the Magistrates Court Act, 1944, as amended, to the jurisdiction of the Magistrates Court.

21.12.2. Notwithstanding any other provision of this agreement, for the purposes of any legal proceedings arising from or in connection with this agreement and which either party elects not to institute in the Magistrates Court, the Client hereby consents and submits to the jurisdiction of any Division of the High Court of South Africa.

21.13. *Costs*

21.13.1. In the event of Infinity Renewable Solutions incurring any costs as between attorney and his own client in recovering and/or attempting to recover any amount due to Infinity Renewable Solutions and/or having to enforce any of its rights under this agreement, the Client considers itself bound and agrees and undertakes to pay Infinity Renewable Solutions or its attorneys the full amount of the costs thus incurred on the scale as between attorney and his own client, plus collection commission, tracing fees and advocates fees.

22. DOMICILIUM CITANDI ET EXECUTANDI

22.1. Any written notice in connection with this agreement may be addressed:

Infinity Renewable Solutions

22.1.1. Contact person: David Marais

22.1.2. e-mail address: david@infinityrenewablesolutions.com

22.1.3. postal address:

PO Box 527, Somerset Mall, 7137

22.2.2. party's address in terms of this sub-clause;

22.2.3. on delivery, if delivered to the party's physical address in terms of either this sub-clause or the next sub-clause dealing with service of legal documents;

22.2.4. on dispatch, if sent to the party's e-mail and confirmed by e-mail receipt tracker no later than the next business day.

22.3. A party may change that party's address for this purpose to another physical address in the Republic of South Africa, by notice in writing.

23. ELECTRONIC COMMUNICATION

23.1. The Client agrees that Infinity Renewable Solutions may correspond with the Client electronically. The Client accept the risks inherent in such communications (including the security risks of interception, or unauthorised access to, the risks of corruption, the risks of viruses, or other harmful devices).

23.2. Infinity Renewable Solutions shares news articles and updates with its clients through bulk electronic media. From time to time Infinity Renewable Solutions may also invite the Client to workshops, industry talks or other events of interest or to inform the Client of new services or opportunities offered by Infinity Renewable Solutions. Under no circumstances shall Infinity Renewable Solutions make the Client's contact information available to unauthorised third parties.

So agreed to between the parties;

22.1.4. physical address:

Unit 4 Scholtz Hof, Mount Anna Ave, Somerset West, 7130

The Client

At such address as completed on the Client Information Sheet

22.2. Any notice by either party shall be deemed to have been duly given:

22.2.1. 7 days after posting, if posted by registered post to the