

VENDOR'S SUPPLY OF SERVICES AGREEMENT

1. INTRODUCTION

- 1.1. This document sets out the additional terms and conditions ("**the Terms**") that govern the commercial relationship between **Doshguide (Pty) Ltd.** ("**Doshguide**") and the private Vendor ("**Vendor**"), in instances where a Platform User wishes to purchase the Vendor Services from the Vendor from time to time ("**User**") as part of the Vendor's inclusion and advertisement on the applicable Doshguide online platforms (collectively the "**Platform**").
- 1.2. The Vendor's acceptance of these Terms and/or their completion of any Vendor Service order, service request, or similar commercial agreement from or with Doshguide and/or the Platform and its Users ("**the Vendor Service/s**") indicates the Vendor's explicit/tacit acceptance of the Terms.
- 1.3. These Terms apply in addition to [the terms applicable to the use of the Platform](#), and further, these Terms are subject to the application of any additional written agreement entered into and signed between the Vendor and relevant User, which are in the discretion of the Vendor to apply (as long as they do not conflict or undermine these Terms or the terms applicable to the Platform).
- 1.4. **Doshguide and/or the Platform itself does not sell nor offer any Vendor Services in whatever nature or form, but simply enables Users and Vendors to meet and transact. The Vendor is the seller of their services to the Users, and the User is the buyer from the Vendor; Doshguide and the Platform are merely a facilitator for both parties to conduct their private transaction. This means, among other considerations, that should a User have a problem with any Vendor Services acquired from the Vendor, the User will be directed to the Vendor to manage such issues with no further involvement required by Doshguide.**

2. THE VENDOR SERVICES

- 2.1. The Vendor will provide the following as part of their Vendor Services:
 - 2.1.1. Provide Doshguide with all accurate, relevant, and complete information necessary to describe the Vendor Services offered, including applicable fees, qualifications, registration details, and contact information, to enable Doshguide to match Users effectively with the Vendor;
 - 2.1.2. timely accept and fulfill all Vendor Service requests made by a User through Doshguide in accordance with the engagement process;
 - 2.1.3. grant Doshguide a limited, non-exclusive right to use the Vendor's trade name and logo solely on the Website or in promotional materials describing the Vendor Services to Users or other Vendors.
 - 2.1.4. provide correct and up-to-date information regarding the Vendor's Services, fees, availability, industry experience, contact details, professional background / history, title, accreditations, Vendor qualifications and training experience, to Doshguide and/or the Website when necessary or requested.
- 2.2. Doshguide believes that it is important to discourage any conflict of interest between Users and Vendors, and therefore, the Services and Website are a strictly flat fee (i.e. fixed fee or fee-for-service) platform. Vendors can only receive remuneration from Users directly or via the Doshguide platform only, and never from any other third party (e.g. financial services company) in the form of commission, fees, a percentage of assets managed, etc. This will be strictly monitored and enforced, and should same restriction be breached, the same action will result in a permanent ban from any further use of the Service by the infringing Vendor.

- 2.3. Users will be encouraged to provide ratings and reviews for Vendors they have used through Doshguide. Vendors should not prevent or discourage this from happening.
- 2.4. Vendors will not have control over the order in which their listing appears on the Website. Doshguide may determine listing order based on User priorities, filters, algorithm or other factors, with any exceptions, such as promoted listings, clearly indicated to Users. Vendors will not have control over how we prioritise or match a Vendor to a User. This is based on the needs of the User.
- 2.5. Doshguide will periodically contact Users to assess satisfaction and gather feedback on the User's experience with the website and Vendors
- 2.6. Provide a link to an up to date live calendar with reasonable availability to allow Users to book a time for an introductory meeting
- 2.7. Will provide one free introductory consultation session of at least 1hr for new potential Users

3. RELATIONSHIP OF THE PARTIES

- 3.1. **The relationship between the parties is governed by the Terms and does not constitute a joint venture, agency, partnership, employer/employee or similar type relationship. The Vendor is at all times an independent contractor, and as such, is in control of its own work schedule, fees, Users and tools, amongst other work features.**
- 3.2. **Nothing in these Terms restricts the Vendor from providing its services to other parties.**
- 3.3. **All consumer protection or other relevant legislation applicable between a buyer and seller of services will apply between the User and the Vendor only, as the respective parties to their transaction. Doshguide therefore has no legal obligations in that regard.**

4. PAYMENT FROM, AND TO, THE VENDOR

Payment of a Vendor Fee by a User:

- 4.1. Should a User wish to make use of a designated Vendor's services, such User must pay the Vendor fee directly to the Vendor.
- 4.2. Once a User books a Vendor Service from a Vendor on the Website, the User will be provided with a Vendor invoice, reflecting the applicable Vendor Fee. Users will pay the Vendor Fee to the Vendor using any method acceptable to the Vendor.
- 4.3. The User's booking is then confirmed by **email**.
- 4.4. Notwithstanding that a Vendor may provide their Vendor Fee on the Website, a User is always entitled to negotiate a Vendor Fee with the relevant Vendor, where both the User and Vendor warrant that they shall always relay same exact Vendor Fee to Doshguide as and when required.
- 4.5. All invoicing and fees-related queries and negotiation relating to Vendor Services rendered must occur between a Vendor and a User privately, where Doshguide is in no way involved.
- 4.5.1. It is the sole responsibility of the Vendor to collect and pay any relevant, applicable income tax or other taxes associated with advertising and selling its Vendor Services to Users.

Payment of Doshguide's Fee by the Vendor:

- 4.6. The Vendor confirms that any fees payable by the Vendor to Doshguide for access, referrals/Users or platform usage will have no impact on the pricing charged to Users. The Vendor agrees that its standard price list provided to Users remains unchanged regardless of whether Doshguide is involved in the engagement or not.
 - 4.6.1. No portion of the Vendor's fees payable to Doshguide may be added to, included in or passed on to Doshguide Users through any transactional method whatsoever. It. Doshguide Users cannot be held liable for any fees payable by Vendors to Doshguide, under any circumstances.

- 4.7. In consideration for the use of the Doshguide Services, the Vendor will pay a fee to Doshguide. This Fee will be charged on either:
 - 4.7.1. a **transactional basis**, meaning that the Vendor will pay a percentage fee to Doshguide for every transaction that they conclude with a relevant paying User ("**Transactional Fee**"); or
 - 4.7.2. a **monthly subscription basis**, requiring the Vendor to pay a monthly subscription fee to Doshguide which fee will allow the Vendor to action as many transactions as they want with Users without needing to pay anything further to Doshguide for that paid month's services ("**Subscription Fee**").
- 4.8. The exact choice of Fee model will be confirmed between the parties by email during the sign up process and is subject to change over time.
- 4.9. The Transactional Fee will be automatically deducted from the Vendor Fee when payments are made to Vendors on a monthly basis.
- 4.10. The Subscription Fee must be paid by the Vendor by credit card on a monthly basis subject to Doshguide's official rate card.
- 4.11. All Transactional/Subscription Fees paid to Doshguide will be exclusive of VAT.
- 4.12. Doshguide may, from time to time, provide certain Vendors with promotional offers and discounts that may result in different amounts charged for the same or similar services obtained through the use of the Doshguide Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Transactional Fees applied to you.

5. PERIOD OF SERVICES AND TERMINATION

- 5.1. The Vendor Services shall commence on the date upon which the Vendor provides all necessary and accurate information to Doshguide, which has been reviewed and accepted by Doshguide, and shall continue indefinitely, subject to termination as provided for below.

Submission or application alone does not guarantee that the Vendor Services will be made available; listing is contingent upon Doshguide's approval, which includes compliance with this Agreement, adherence to additional Vendor-specific terms, and successful completion of Doshguide's verification and vetting process.

- 5.2. This agreement shall terminate should:
 - 5.2.1. either party give the other party 2 (two) weeks' written notice to such effect; or
 - 5.2.2. the parties mutually agree in writing to terminate this agreement from a particular date; or
 - 5.2.3. either party becomes entitled to cancel this agreement in terms of Clause 10, pursuant to an unremedied breach of this agreement.
- 5.3. Upon termination for any reason:
 - 5.3.1. the Vendor, their Vendor Services and any intellectual property relating to them will be removed and deleted from the Website and Doshguide's databases; and
 - 5.3.2. neither party will represent itself as being affiliated with the other, nor utilise the limited authorised intellectual property rights assigned to either under the Services.

6. GENERAL OBLIGATIONS OF DOSHGUIDE

- 6.1. Doshguide undertakes to the Vendor that it and/or the Website, as the case may be, will:
 - 6.1.1. ensure that all Vendor Services performed by the Vendor are detailed to credit or attribute the Vendor, including the use of the Vendor's name and/or logo next to its Vendor Service options offered on the Website;

- 6.1.2. provide the Vendor with clear, timeous and reasonable instructions and directions where necessary; and
- 6.1.3. positively promote the Vendor and its available Vendor Services on the Website and through its business and customer network generally.

7. GENERAL OBLIGATIONS OF THE VENDOR

The Vendor warrants to Doshguide in relation to the Vendor Services that they:

- 7.1. shall render the Vendor Services in accordance with this agreement, the Website's general terms as well as their own agreement reached with their private User (if any), and shall act in such a manner as they reasonably consider to be most beneficial to the interests of Doshguide and the User;
- 7.2. shall provide the Vendor Services as per the exact description and specifications of the Vendor Services as detailed by the Vendor to Doshguide, the User and/or on the Website;
- 7.3. are not subject to any legal restriction or obligation from any employer of theirs which may prohibit or limit the way in which the Vendor may provide their Vendor Services to private third party Users using the Services/Website;
- 7.4. at all times comply with the Fit and Proper requirements as set out in Section 4(1) of BN 194 of 2017, which includes: Personal character qualities of Honesty, Integrity & Good Standing ("HIGS"), Competence, Continuous Professional Development, Operational Ability and Financial Soundness. Furthermore, be suitably licensed in respect of the Financial Advisory and Intermediary Services Act, 37 of 2002 ("FAIS Act").
- 7.5. have all of the applicable and required qualifications, permits, registrations, licenses and/or regulator authorizations to provide the Vendor Services in all jurisdictions to which laws they and their Vendor Services are subject (with specific reference to registrations and compliance required to function as a regulated Financial Services/Intermediary Provider);
- 7.6. shall adhere to all applicable industry laws, legislation and requirements when providing the Vendor Services, including, but not limited to the following: All duties imposed on the Vendor in respect of providing regulated financial advice, services and/or products; Requirements as set out in the Protection of Personal Information Act ("POPIA") and/or the EU's General Data Protection Regulation, including requirements as set out in the Financial Intelligence Centre Act ("FIC Act") such as the principles of Know Your User ("KYC"), Customer Due Diligence and Anti Money Laundering ("AML") duties, where applicable.
- 7.7. shall maintain and be responsible for any registration or access to the Website required to render the Vendor Services or its general transactional services to a User;
- 7.8. shall maintain and be responsible for any registration or access to a third-party website required to render ancillary services to the Vendor Services or its general transactional services to a User (such as our third party payment gateway services on the Website);
- 7.9. shall, during their regular trading hours, use all their effort to be available to receive and subsequently provide the Vendor Services placed by a User and/or the Website;
- 7.10. shall perform the Vendor Services as required and in adherence with any order placed, to the best of their ability;
- 7.11. shall notify Doshguide immediately when any Vendor Service option is no longer available as advertised, for any reason;
- 7.12. shall provide Doshguide/Website with any updates or changes to any information relating to the Vendor Services immediately upon such changes occurring;
- 7.13. shall never circumvent or attempt to circumvent the Website and or Doshguide in providing their Vendor Services to Website Users outside of the Website with the intention of deriving a sole and exclusive benefit, to the detriment of Doshguide;
- 7.14. shall uphold the defined Fairness Outcomes in all interactions with Users; exercise due care, diligence and skill in the provision of the Services; and

- 7.15. shall not do anything or allow any act to be done which does or is reasonably and foreseeably likely to prejudice the good name and reputation of Doshguide or the Users, failing which, the Vendor will immediately be deemed to be committing a material breach of this agreement.

8. DISSATISFACTION AND REFUNDS

- 8.1. Should a User receive Vendor Services which they deem as unacceptable and are entitled to reject under applicable laws, the User and Vendor will engage with each other as the private parties to the transaction and reach an amicable solution amongst themselves. Doshguide reserves the right to become involved in any such dispute in order to assist the private parties reach a solution. Doshguide is however under no obligation to do so and cannot act as an agent to any party.
- 8.2. Subject to applicable consumer laws dictating otherwise, any and all Transaction/Subscription Fees paid by the Vendor to Doshguide are non-refundable at all times.

9. LIABILITY AND INDEMNIFICATION

- 9.1. Each party warrants to the other party that any information, including but not limited to, images, intellectual property, documents, advice, content or design files, provided to a party in connection with the Vendor Services is free from any copyright and/or does not infringe upon any rights of any third party to which the information belongs.
- 9.2. **All liability related to the offering, advertisement and/or provision of the Vendor Services lies strictly with the Vendor as the provider of same Vendor Services to Users, which the User is made explicitly aware of.**
- 9.3. **Apart from instances of fraud or gross negligence, Doshguide will not be liable for loss, damage, injury, death or delay, including loss of profits, income and consequential damages, suffered by the Vendor as a result of these Terms, their use of the Doshguide Services and/or the Website or negligence in respect thereof.**
- 9.4. **The Vendor agrees to hold harmless and indemnify Doshguide against any losses, expenses, claims, injury, death, damage or delay, including loss of profits and consequential damages, suffered by the Vendor or any User or third party arising as a result of the Vendor's breach of these Terms, their provision of their Vendor Services to Users, or use of the Doshguide Services and/or the Website.**

10. BREACH

- 10.1. Either party ("**the innocent party**") shall have the right, at its election, to terminate this agreement forthwith by notice in writing to the other party ("**the breaching party**") in the event that:
- 10.1.1. on written notice to that effect by the innocent party should the breaching party commit any breach or permit the commission of any breach of any material obligation or warranty contained in this agreement and, in respect of such a breach capable of remedy, fail to remedy that breach within 5 (five) business days after the giving of written notice to that effect by the innocent party to the breaching party; or
- 10.1.2. the breaching party repeatedly breaches any of the terms and/or conditions of this agreement in such a manner as to justify the innocent party in holding that the breaching party's conduct is inconsistent with the intention or ability of the breaching party to carry out the provisions of this agreement.
- 10.2. In the event of cancellation of this agreement in the circumstances contemplated in Clause 10.1, written notice of any such cancellation shall be given and such cancellation shall take effect on the giving of such notice.
- 10.3. The cancellation of this agreement or exercising of any right conferred by this Clause 10 shall be without prejudice to any claims hereunder then accrued or to any further or other rights or remedies of either party, whether under this agreement or otherwise in law, and whether for damages or otherwise.

11. SERVICE PERFORMANCE REVIEW

The parties shall conduct a quarterly review of the Vendor Services rendered by the Vendor and of the performance of the Vendor in terms of this agreement, from which review Doshguide shall be entitled to impose additional service level standards and requirements on the Vendor in respect of the Vendor Services which shall be deemed to be incorporated herein on the giving by Doshguide of written notice to the Vendor to such effect.

12. CONFIDENTIALITY

12.1. Neither party shall during or after the provision of their services use to the prejudice or detriment of the other party, or divulge to any person any material, User list, business method, trade secret or any other confidential information concerning the business affairs of the other party which may have come into its possession or knowledge during the course of this agreement or provision of the Doshguide or Vendor Services.

12.2. The parties may only advertise their affiliation specifically as agreed between them and only on the terms specified between them.

13. NO CESSION OR ASSIGNMENT

The Vendor shall not be entitled to cede, assign, transfer or delegate all or any of its rights, obligations, interests in, under or in terms of the Terms to any third party without the prior written consent of Doshguide