



AGREEMENT FOR THE PROVISION OF SERVICES FOR 2 MONTHS

between the CLIENT

As stipulated in Item 1 of the Reference Schedule

and

COMPANY WELLNESS SOLUTIONS (PTY) LTD

Registration No. 2017/403176/07

VAT Reference No. 4650288168

(hereinafter referred to as "CWS")



1. CLIENT INFORMATION

Business Name: _____

Business Registration Nr: _____

VAT Registration Nr: _____

Business Type: Pty (Ltd) ☐ CC Partnership ☐ LTD ☐ Sole Proprietor ☐ Other ☐

Industry: _____

Telephone No: _____

Contact Person: _____

Email: _____

Accounts Person: _____

Email: _____

Physical Address: _____

Postal Code: _____

Postal Address: _____

Postal Code: _____

2. PURPOSE

- 2.1 The client wishes to enter a program to further the wellness of its employees. To this effect, and in terms of this agreement, Company Wellness Solutions ("CWS") will provide support services (specified in clause 7 of this agreement), at specific levels of support, and at an agreed-upon cost.
- 2.2 This 2-month Agreement will come into effect on ___/___/____ and shall continue for a period of 2-months ("the Initial Period") and will automatically be renewed after the 2-month period unless a cancellation is provided in writing one month prior to the termination date. Upon renewal, the parties will sign an addendum confirming extension and amendments to the main contract if any.



- 2.3 Specific and personalized launch and marketing requirements are not included in the EMPLOYEE ASSISTANCE PROGRAM costing. This price is costed as per the needs and requirements of the client.

3. PERFORMANCE

Company Wellness Solutions undertakes to perform the functions as required in terms of the Employee Assistance Program and warrants that it:

- 3.1 Has the required qualities of competence and integrity to perform the Specialized Functions.
- 3.2 Has governance, risk management and internal controls required to perform the Specialized Functions.
- 3.3 Will perform the Functions with care, skill, and diligence and in good faith.
- 3.4 Will have the operational capability and will be in a financial position to deliver the services continuously for the duration of this Agreement.
- 3.5 Deliver on specific service levels in any annexure to this Agreement.
- 3.6 The scope of services can however be changed by mutual written agreement between the Parties at any point.

4. INTELLECTUAL PROPERTY

- 4.1 Any intellectual property owned by each of the parties remains its intellectual property.
- 4.2 Any intellectual property developed by CWS for the specific usage of the client pertaining to custom wellness solutions, while performing the specialized functions by or in consultation with CWS will be the property of CWS.

5. BREACH

- 5.1 Should either party (defaulting party) commit a breach of any of the provisions of this agreement then the other party (aggrieved party) will be entitled to give the defaulting party a 15-day written notice or such longer period of time as the aggrieved party may specify in the notice to remedy the breach. If the defaulting party fails to comply then the aggrieved party will be entitled to:
 - 5.1.1 Claim immediate payment and/or performance by the defaulting party of all the defaulting party's obligations that are due for performance and/or after investigation of the defaulting party.



- 5.1.2 Cancel the agreement upon 30 days written notice to the defaulting party where the breach constitutes a material breach of this agreement in either event without prejudice to the aggrieved party's right to claim damages or to exercise any other rights that the aggrieved party may have in terms of the agreement or in law.
 - 5.2 Any cancellation is without prejudice to any claim that either party may have in respect of any breach of the terms and conditions of this agreement by the other party arising prior to the date of cancellation.
6. TERMINATION
- 6.1 In addition to termination in terms of clause 2.2 either party may terminate this agreement within 30 days inside of the initial contract period by written notice to the other party.
 - 6.1.1 Or any of its shareholders, directors, managers, members, or owners is the subject of voluntary or involuntary liquidation, curatorship or sequestration proceedings or being placed under business rescue proceedings.
 - 6.1.2 Effects or offers a general compromise with any class of creditors or make any assignment for the benefit of creditors or do anything which would amount to an act of insolvency in terms of any legislation.
 - 6.1.3 Has any license to conduct business suspended, removed, or endorsed by any order or decree of any applicable authority.
 - 6.1.4 Fails to comply with any material and applicable law.
 - 6.1.5 Fails to comply with the POPI Act
 - 6.2 After cancellation, all client referrals would need to stop immediately. If support can be provided within the notice period, then the support services will be rendered. However, support required outside of the service notice period will have to be referred to human resources for further referral. Only life-threatening cases that need urgent attention will be attended to.
 - 6.3 Should CWS fail to perform the duties and tasks assigned in the terms of this agreement properly, as tested against the norms of honesty and ethical codes of their professional body, the client will be entitled to terminate this agreement summarily.



7. SCOPE OF AGREEMENT

- 7.1 The following equipment and services are provided on behalf of CWS for the end client. The services shall stand as presented unless amended or cancelled in writing.

The following services are provided by Company Wellness Solutions to the client and their limitations as follows:

24/7 Trauma and Mental Health Solution

- General topics covered – HIV/AIDS, depression, anxiety, burnout, mental breakdown, motor accidents death and bereavement, trauma, marriage, divorce, social issues, family issues, drug and alcohol addiction, sexual/physical/mental/emotional abuse, suicide, high jacking/robbery/assault, chronic illness, and rape.
- The line is available 24/7 for the duration of the contract.
- All employees need to complete a counselling consent form prior to completing counselling. This is conducted electronically via the APP, web APP or telephonic voice recording.
- At-risk employees displaying a high probability of suicide will be requested to sign an indemnity form prior to continuing counselling.
- In the event of incapacity/death/job change your therapist may be replaced. Additionally, if you require urgent assistance during the counsellor's off-shift you may be assigned another counsellor as required.
- The baseline EMPLOYEE ASSISTANCE PROGRAM cost covers the cost of the telephonic, USSD, web APP and cell phone APP services. Any additional services such as in person counselling either for a counsellor to be based onsite or any other selected location will be at an additional cost.

Legal assist

Topics covered: Legal assist, criminal offences, property matters, fines, debt, contracts, divorce, maintenance, motor vehicle accidents, unlimited telephonic consultations, and unlimited letters of demand.

- We offer the following kits: Divorce, small claims court kit, child maintenance kit, domestic employment agreements (example – nanny contracts).



- All advice given is based on legal advice only and does not include advice from advocates. For serious criminal or civil matters, it is recommended that the staff are to seek in-person counsel. In some instances, recommendations may be given via the line.
- Legal advisors and lawyers are utilized on the EMPLOYEE ASSISTANCE PROGRAM to provide guidance to employees.
- Weekdays after 8 pm to 6 am and weekend assistance will be dealt with in 1 hour where the dedicated professional will call the employee back.
- No labour or labour dispute related issues are covered by our legal advisors whatsoever.
- This solution does not include a court representation.

Financial assist

- Topics covered can include the national credit act, notices, interest rates, right to early settlement, reckless credit, debt repayments, harassment by credit providers, debt prescription, consumer rights, debt affordability, administration, sequestration, risk management, debit orders and general banking questions.
- Weekdays after 8 pm to 6 am and weekend assistance will be dealt with in 1 hour where the dedicated professional will call the employee back.
- Debt assistance can include mediation, sequestration, and review.

Nutritional advice

- Topics covered can include eating plans, special diets, general advice, recipe ideas, special population guidelines, IBS advice and calory requirements.
- Advice given via this line is not intended to treat, diagnose, or cure any disease or disability. Please consult with a health practitioner prior to embarking on any lifestyle changes.
- Weekdays after 8 pm to 6 am and weekend assistance will be dealt with in 1 hour where the dedicated professional will call the employee back.

Fitness advice

- Topics covered can include exercise programs, fitness regimes, gym plans, transformations, and health practitioner referral advice.



- Advice provided via this line is not intended to treat, diagnose, or cure any disease or disability. Please consult with your health practitioner prior to embarking on any lifestyle changes.
- Weekdays after 8 pm to 6 am and weekend assistance will be dealt with in 1 hour where the dedicated professional will call the employee back.

7.2 The client will not be charged any additional charges without prior written consent from the client. Additional or other sessions will only be booked once approved by the relevant human resource representative.

- No travel costs will apply.
- PPE will be provided for safety purposes to counsellors and CWS representatives only.
- Once your service level agreement is signed and submitted you will be assigned a EAP account manager and a client success manager. A pre-launch meeting will then be scheduled with you in regard to the process.
- Our counsellors are registered with the HPCSA and the ASCHP and with this qualification they are entitled to uphold their ethical responsibility to act within their scope of practice and competence as stated in the Health Professions Act 1974 (Act no.56 of 1974) which outlines the ethical rules of conduct for practitioners registered under the health professions act 1974. Should a counsellor feel that a case is out of their scope the employee will then be referred to the next best health care professional in the hierarchy, one of our external affiliates. In this instance a report will be generated and provided to human resources in this instance.

8. ALL SERVICES

- There is no time restriction on the toll-free line. Monthly usage reports will be generated for human resources.
- All non-trauma calls will also be addressed via the toll-free number.
- USSD's will be responded to within 30 minutes.
- App chats and web app communication will be provided instantly provided that the selected service practitioner is available.
- Specific requests that include demographic, language or any other special request will be assisted within 1 business day.
- Services can be provided in a client's ethnic language which include the 11 official languages of South Africa. Additional languages will result in a turnaround time of 48hrs.



- Only up to 8 dependants who are selected by the employee will have access the services in the EMPLOYEE ASSISTANCE PROGRAM.
- The toll-free line will be made available to the additional 8 dependants at no extra cost.
- CWS do not issue medico-legal information/reports to clients or 3rd parties. A court order will be required to divulge any required personal information.
- A fee of R 250.00 will be charged for printed posters and R 500.00 will be charged for customized marketing material which will be compensated for 5 or more changes. This includes customization, co-branding and CI documents or any other additional marketing material over and above the EMPLOYEE ASSISTANCE PROGRAM package received prior to launches.
- Onboarding is required at least five (5) working days before the initial & any launch request dates from the client. Failure to do so will result in a cancellation & re-schedule which will be communicated by CWS.

9. METRICS

Usage data reports across all platforms shall be submitted to you within 7 working days of the succeeding month. Individual reports for at-risk users via the trauma line will be generated as and when required. Reports can be viewed monthly via email.

10. GENERAL

- 10.1 This agreement is the entire agreement between both parties regarding specialized employee assistance and incidental matters.
- 10.2 No addition to or variation or consensual cancellation of this agreement including this clause has effect unless in writing and signed by both parties.
- 10.3 No indulgence by a party to another party or failure to strictly enforce the terms of this agreement is to be construed as a waiver or be capable of founding an estoppel.
- 10.4 The parties undertake to do everything reasonable in their power necessary for or incidental to the effectiveness and performance of this agreement.
- 10.5 Any illegal or unenforceable provision of this agreement may be severed, and the remaining provisions of this agreement will continue in full force.
- 10.6 This agreement and the relationship of both parties in connection with the subject matter of this agreement shall be governed and determined in accordance with the laws of the Republic of South Africa.



- 10.7 Neither party shall be entitled to cede, assign, or delegate and of its rights or obligations in terms of this agreement to any 3rd party without the other party's prior written consent which consent will not be unreasonably withheld.
- 10.8 This agreement may be signed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

11. DOMICILIUM CITANDI ET EXECUTANDI

- 11.1 For all purposes under this agreement including delivery of a legal notice or document the parties choose as their domicilium citandi et executandi the following addresses:

The clients address

Email address

Attention

Company Wellness Solutions address:

1st floor, Turnberry building,
Fourways Golf park Roos street
Johannesburg
2191

Email address: Christine@companywellness.co.za

Attention: Christine Seid

- 11.2 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only in writing and shall be delivered by hand at the address chosen by the parties as its domicilium citandi et executandi or sent by email to the address listed above.
- 11.3 Either party may, by written notice, to the other party change the physical address chosen as his domicilium et executandi to another physical address or email provided that the change shall become effective on the 7th business day from the deemed receipt of the notice by the other party.



11.4 Any notice to a party –

- 11.4.1 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium citandi et executandi shall be deemed to have been received on the day of delivery or
- 11.4.2 Sent by email to its chosen email address stipulated in clause 12.1 shall be deemed to have been received on the date of sendoff (unless the contrary is proved).

12. ROLES AND RESPONSIBILITIES

12.1 CWS

- Counsellors from all sections shall all be qualified to provide the service. All standard best practices shall be allowed.
- CWS agrees to ensure the telephone line is always operational.
- Guidance provided is based on cursory information provided by the employee.
- CWS will conduct business in a courteous and professional manner with the client and general public. This includes but is not limited to no swearing and staying off phones/game consoles during contracted time.
- The external service providers will not attempt to offer their services directly to the client. They are contracted to provide services and equipment through CWS unless otherwise approved by CWS in writing.
- CWS will provide all necessary and requested documentation, information and intellectual capital to the organization prior to the start of any service or implementation of equipment.

12.2 The client

- The client will conduct business in a courteous and professional manner with CWS.
- The client will provide all information required to open a support request.
- All contracts and additional paperwork as required by the organization must be signed within 48 hours to ensure prompt delivery of services.
- All employee information must be supplied and kept up to date. This includes entry and exit employees on a monthly basis.
- The client will not be permitted access to the confidential files of employees for any reason. Only incident reports shall be generated as required. This is for purposes of the client to ensure informed decisions are made within the bounds of the labour legislation in South Africa with regards to any disciplinary action.



13. CONFIDENTIALITY

13.1 This governs the management, collection and storage of confidential information but not limited to :

- Any information in respect of know-how, formulae, processes, systems, business methods, marketing methods, promotional plans, financial models, inventions, long-term plans and any other information of the company in whatever form it may be.
- All internal control systems of the client and the company, details of the financial structure and any other financial, operational information of the client and the company and any arrangements between the client and the company regards as secret and confidential.

Personal information includes but is not limited to:

- Information relating to the race, gender, sex, pregnancy, marital status, national, ethnic, or social origin, colour, sexual orientation, age, physical or mental health, wellbeing, disability, religion, conscience, belief, culture, language, and birth of the person.
- Information relating to the education or the medical, financial, criminal or employment history of the person.
- Any identifying number, symbol, email address, physical address, contact number, location information, online identifier, or other assignment to the person.
- Biometric information.
- Personal opinions, views, or preferences.
- Correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence.
- Views or opinions of another individual about the person.
- The name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

13.2 Confidential information must be kept confidential by the parties and may only be disclosed to the extent necessary to perform this agreement and only to any 3rd party who is affiliated to CWS to know this information to deliver the required service.



- 13.3 Neither party is prohibited from disclosing any information, consent is required to disclose to any government, regulatory or other authority or person in terms of any law.
- 13.4 Legal exceptions to confidentiality are in place to protect your safety and the safety of others. They include, when there is reasonable suspicion of child abuse, adult dependent care abuse, elder abuse etc. as well as where a client threatens to harm others or threatens to damage another person's property. Legally, CWS is a mandated reporter of abuse or intent to harm another. If the employee is homicidal and makes a serious threat to hurt another person, we will then contact the SAPS and make every attempt to warn the intended victim or victims. Additionally, if we are ordered by a court to release records we will abide by the court and may be compelled by order of court to testify under oath and thus must answer questions honestly.
- 13.5 If any applicable data protection law comes into force in the Republic of South Africa, which extends greater protection to the confidential information than the protection afforded by the current stipulated POPI Act in that law is passed CWS, we will notify the client regarding these changes in writing.
- 13.6 Managerial referrals, where the manager and the employee notify CWS for assistance, CWS will provide an initial report outlining the program set out for the employee, please note no private details are shared in this report and any further details will require the employee to give consent. No confidential information will be provided in the progress report as we abide by the POPI Act.
- 13.7 The provisions of this clause 14 shall cease to apply to any confidential information of a party which:
- Is or becomes generally available to the public other than because of a breach by the receiving party of its obligations in terms of this clause 14.
 - Is also received by the receiving party from a 3rd party who did not acquire such confidential information subject to any duty of confidentiality in favor of the other party or
 - Was known to the receiving party prior to receiving it from the other party.
- 13.8 In performing its obligations under this agreement , the Parties shall:
- 13.8.1 Take appropriate reasonable technical and organizational measures to ensure that integrity and confidentiality of the personal information in its possession or under its control is secure and that such personal information is protected against accidental loss, destruction, damage, unlawful access or processing.



- 13.8.2 Immediately notify the other party in case of possible infringements of the POPI Act of the terms of this clause or other irregularities by the party, its staff or any other party acting on behalf of the party.
- 13.8.3 At the other party's option, return or destroy the personal information once it is no longer required for the purposes of performing obligations under this agreement or any directly related purpose.
- 13.8.4 In addition, the receiving party to furnish a written statement to the effect that, upon such return the receiving party has not retained in its possession or under its control either directly or indirectly any such material.
- 13.8.5 As an alternative to the return of the material contemplated in clause above the receiving party shall at the instance of the disclosing party destroy such material and furnish the disclosing party with a written statement to the effect that all such material has been destroyed in such a manner that prevents its reconstruction in an intelligible form.
- 13.8.6 CWS will comply with a request to destroy information within 7 days of receipt of such a request to the effect that all data including duplicates whether in paper or electronic formats have been destroyed.

13.9 Protection of Personal Information Act 4 of 2013

All parties agree that they will comply with POPI regulations and process all the information and/or personal data in respect of the services being rendered in accordance with the said regulation and only for the purpose of providing information to the client on a broad basis that may affect CWS, all the parties to this agreement, the Service Providers employees and the clients' employees and any subsequent party/parties to this agreement acknowledge and confirm that:

- One or more of the parties to this agreement, will possess and will continue to possess information that may be classified or maybe deemed as private, confidential or as personal information.
- Such information may be deemed as the private, confidential or as personal information in so far as it relates to any party to this agreement.
- Such information may also be deemed as the private, confidential, or as personal information of any 3rd person who may be directly or indirectly associated with this agreement.



- Further it is acknowledged and agreed by all parties to this agreement that such private, confidential, or personal information may have value and such information may or may not be in the public domain.
- 13.10 For purposes of rendering services on behalf of the client, the service provider and any party associated with this agreement and/or any subsequent or prior agreement that may have been/will be entered, irrevocably agree that “confidential information” shall also include:
- All information of any party which may or may not be marked “confidential”, “restricted”, “proprietary” or with similar designation.
 - Where applicable, any and all data and business information,
 - Where applicable the parties may have access to data, personal and business information regarding clients, employees, 3rd parties and the like including personal information as defined in POPI regulations,
 - Trade secrets, confidential knowledge, know-how, technical information, data or other proprietary information relating to the client/service provider, or any 3rd party associated with this agreement and (including, without limitation, all product information, technical knowhow, software programs, computer processing systems and techniques employed or used by either party to this agreement and/or their affiliates.
- 13.11 The parties agree and acknowledge that all information provided and submitted by the client whether personal or otherwise may be processed by the service provider specifically for the purpose in accordance with the provisions of this agreement.
- 13.12 The service provider agrees not to, during their association, with one another, or thereafter, disclose the information to any 3rd party for any reason or person whatsoever in any form whatsoever either directly or indirectly without the prior written consent of the client save in accordance with the provisions of this agreement.
- 13.13 The service providers agree that its employees, contractors, and sub-contractors who are exposed to such information will execute undertakings similar to the confidentiality, covenants in this agreement.
- 13.14 The parties agree that any information provided, is only processed for the purpose to perform its obligations under this agreement and ensure that such processing will not place either party in breach of POPI Act.



14. DISPARAGEMENT OF GOOD NAME

The parties acknowledge that the purpose for involvement is to assist with value experience and benefit both brands in respect of raising awareness and contributing to a positive brand perception, and to enhance its good name and accordingly undertakes not to act in any such way as to disparage, dilute and/or effect the good name of the client and vice versa.

By signature hereunder, all parties irrevocably agree to abide by the terms and conditions as set out in this agreement-

Name + Surname	Date	Signature
Registrar for the client (Duly authorized to sign this agreement)		

Christine Seid

Name + Surname	Date	Signature
Company Wellness Solutions Representative (Duly authorized to sign this agreement)		