

HRforIT Reseller Agreement

Between Tech-on Tech-off Pty Ltd, the owner and supplier of HRforIT (Provider), and the Reseller identified on page 8. Only Essential Plus and Essential Payroll are authorised under this agreement.

Complete the business details and signatures on page 8. Return all eight pages to jacques@tech-on.co.za. The Provider will countersign and return a copy.

1 Parties and commencement

Provider: Tech-on Tech-off Pty Ltd. Registration: 2014/144336/07. VAT: 4640267052. Notice address: 89 Abelia Street, Heldervue, Somerset West, 7130. Contact: Jacques Maree, jacques@tech-on.co.za, 083 675 0101.

The Reseller is the legal entity identified on page 8. This agreement takes effect on the last signature date and continues month to month until ended under clause 11. A business day excludes weekends and South African public holidays.

2 Package pricing and commission

The prices below exclude VAT and apply to this reseller arrangement, overriding public website prices, annual discounts and direct customer promotions.

Package	Recommended customer price	Payable to Tech-on Tech-off	Reseller commission retained
Essential Plus	R275.00	R200.00	R75.00
Essential Payroll	R300.00	R225.00	R75.00

All figures are per licensed user per month and exclude VAT. VAT is added to Provider charges and to customer prices where applicable. R75 is the difference between the VAT-exclusive prices, before expenses and any unrecoverable VAT.

2.1 Recommended resale prices are R275 for Essential Plus and R300 for Essential Payroll. These are non-binding; the Reseller sets its own customer prices without penalty. Provider charges remain R200 for Essential Plus and R225 for Essential Payroll unless changed under this agreement.

2.2 The Reseller invoices and collects from customers, pays the Provider through its PayFast subscription and keeps the difference. "Commission" means this retained trade margin, not a separate Provider payment or guaranteed profit. At the recommended prices, it is R75 per licensed user per month for either package. A different resale price changes the margin.

2.3 Commission arises only from paid customer licences. If a customer cancels, commission stops on the effective cancellation date for the affected licences. There is no recurring or trailing commission after cancellation or transfer. Final-period amounts are prorated under clause 4.3. Customer refunds or reversals reduce the Reseller's margin; they do not automatically create a credit against Provider charges.

3 Appointment and licences

The appointment is non-exclusive in South Africa. The Reseller acts in its own name and controls its own business. It is not the Provider's agent or partner and cannot bind it, appoint sub-resellers or promise exclusivity. A paid licence covers one named individual; user and device allocation must be confirmed in each accepted order. Licences may not be shared to avoid charges.

Included reseller packages

Essential Payroll is the full name of the Payroll option. Both packages use the Windows agent and browser portal. Included capabilities remain subject to authorised configuration, compatible equipment and the customer's workplace policy.

Feature	Essential Plus	Essential Payroll
Activity logs and media retention	60 days	90 days
Productivity and activity insights	Included	Included
Application and website visibility	Included	Included
Text and activity logging	Included	Included
Screenshots	Included	Included
Activity video recording	Included	Included
Email reports	Included	Included
Remote Link capability	Included	Included
Active Directory deployment tool	Included	Included
Time and attendance	Not included	Included
HR for I.T Meet	Not included	Included

What these packages cover

Essential Payroll provides time and attendance records for review, including clock-in/out, breaks, overtime and missing-clock review. Idle time is excluded from worked-time calculations. It is not a promise of payslip generation, statutory payroll calculations, tax submissions, bank payments or an unlisted payroll integration.

HR for I.T Meet supports audio, video, screen sharing and chat for up to eight participants including the host, with guest browser links and host admission. A supported browser or WebView2 runtime and suitable connectivity are required.

The Active Directory tool requires a single domain and a domain-joined Windows Server 2022 or 2025 with Desktop Experience. Remote Link is a software capability, not unlimited technician labour. Deployment, support hours and chargeable services are addressed in clause 6.

There is no fixed maximum team size, but each paid licensed user is billed. Unlimited trial users do not mean unlimited paid licences. Retention above covers activity logs and media; other record categories, backups and deletion timing must be recorded under clause 9. Longer retention or archive services require a separate agreement.

Scope checked against www.hrforit.co.za and /shop on 22 September 2026. This signed schedule defines the reseller offering; website edits do not automatically change it. Customer terms must be aligned under clause 4.2.

Orders and PayFast billing

4 Customer orders and changes

4.1 Each order requires the Provider's written acceptance and must identify the customer, package, paid users, permitted devices, activation date, billing cycle and authorised contact. The Provider records the Reseller against the order; a referral alone does not earn commission. Free trials require written approval stating the duration, capacity, payer, first charge and cancellation method. Extra trial users are not automatically billed.

4.2 Before activation, the Provider must supply, and the Reseller must obtain customer acceptance of, identified end-user terms, the package/order schedule and the privacy notice. Retain acceptance evidence and version dates. Where standard terms differ from the accepted package, a Provider-approved supplement accepted by the customer must confirm the applicable retention, licensed users, trial conditions and supported privacy controls. This agreement alone does not amend a customer's contract. The required operator agreement must also be in place before personal information is processed.

4.3 Charges start on activation. Additions are prorated by calendar days in the billing month, including activation day. Reductions and cancellations take effect 30 calendar days after written notice reaches the Provider, or a later requested date; charges end at the close of that effective date. The final period is prorated by calendar days. Mandatory earlier cancellation rights remain unaffected. No minimum user commitment applies unless expressly agreed in the order.

4.4 Paid capacity remains billable until effectively reduced or cancelled, even if unused, a device is offline, or the customer stops paying. The Reseller must promptly relay cancellations and align its customer notice periods. Earlier retail cancellation or a delayed notice to the Provider does not shift the resulting payment risk to the Provider.

5 PayFast subscription and payment

5.1 The Reseller must authorise its own monthly PayFast subscription payable to the Provider before paid activation, unless a written alternative is agreed. It covers R200 for Essential Plus and R225 for Essential Payroll, excluding VAT per ordered paid user per month, plus VAT and authorised prorated adjustments. The Provider confirms the total including VAT, first payment date and monthly renewal date before authorisation, and confirms changes before charging. Signing this agreement is not a card mandate. There is no automatic split payment or commission payout.

5.2 Billing is monthly in advance. Invoices are due seven calendar days after issue; the recurring payment date must allow that period. Initial activation may wait for cleared payment. Additions are reconciled on the next invoice. Each party bears its own payment-provider fees unless a separate charge is expressly agreed. A non-VAT-registered Reseller must not charge VAT.

5.3 The Reseller must keep payment details valid and pay undisputed charges despite customer non-payment, refunds or chargebacks. A failed or cancelled PayFast instruction does not cancel the underlying order. Queries must be raised promptly; undisputed amounts remain due. No interest or separate collection fee is imposed by this agreement.

5.4 The Provider adjusts recurring charges from the effective reduction/cancellation date and reconciles overpayments by credit or refund. Future price changes require 60 calendar days written notice showing recommended resale and Provider prices. The R75 margin at recommended prices may change only by written agreement. The Reseller may cancel before an increase under clause 4.3; agreed fixed-price periods remain binding. No increase applies retrospectively.

Service and product protection

6 Responsibilities and support

6.1 The Reseller handles sales, its customer contracts, invoicing, collection, authorised onboarding and first-line support. It must give customers accurate information on scope, charges, renewal and cancellation, and comply with applicable consumer, electronic-transactions and marketing laws. It may not promise unapproved discounts, refunds, features, legal compliance, service levels or results on the Provider's behalf.

6.2 The Provider provisions accepted orders and handles escalated product faults via jacques@tech-on.co.za or 083 675 0101. Record support hours, timezone and any response targets in the order before activation. No uptime or resolution deadline is guaranteed here. On-site work, development, integrations, training and after-hours work require an accepted quote unless included in the order.

6.3 Customers must provide suitable devices, connectivity, legitimate software licences and authorised access. The Reseller must collect fault details, use supported software and follow reasonable security and update instructions. Neither party may access customer systems or data beyond the customer's documented authority.

6.4 HRforIT supports fair, transparent, evidence-based workplace administration. Customers remain responsible for reviewing and correcting records and for employment, payroll and tax decisions. Activity signals alone are not proof of misconduct, intent or hours legally payable. Retention is not a substitute for customer recordkeeping or an agreed backup service.

7 Ownership and permitted use

7.1 Tech-on Tech-off Pty Ltd owns HRforIT, its proprietary software, branding and documentation. Third-party rights remain intact. The Reseller receives a limited, non-exclusive right during this agreement to market authorised packages using approved materials and arrange accepted customer licences. No source code, ownership or sublicensing rights outside accepted orders are transferred.

7.2 Except where applicable law permits, the Reseller must not copy, modify, reverse engineer, decompile, bypass licensing or security, remove proprietary notices or enable unauthorised access. Customer licences are for authorised use under the accepted end-user terms. Reseller access must use named accounts and appropriate security controls; credentials must not be shared.

7.3 The Provider will supply approved HRforIT sales material for both packages before reseller sales activity starts, and updated versions when information changes. During this agreement, the Reseller may reproduce and share supplied material with prospective customers, retaining branding and proprietary notices. It must promptly stop using withdrawn or replaced versions.

7.4 New, altered or co-branded material needs prior written approval. Official HRforIT links are permitted. The Reseller must not register confusing trademarks or domains, claim ownership or impersonate the Provider. Material does not change agreed scope or prices; refer discrepancies before quoting. Provider-funded custom campaigns, printing or advertising require separate agreement.

8 Confidentiality

Each party must protect non-public commercial, technical and customer information, use it only for this relationship and disclose it only to authorised people bound by confidentiality. This continues while the information is confidential. Exceptions are lawful public information, independent development, unrestricted lawful receipt and legally compelled disclosure (with notice where lawful). Customer names, screenshots or case studies may not be published without appropriate permission.

Personal information and access

9 POPIA and responsible deployment

9.1 Each party must comply with the Protection of Personal Information Act 4 of 2013 (POPIA) and other applicable law for its activities. Each controls its own contact and billing records. For customer workforce data, roles must follow the actual processing: the customer generally determines purposes and means, while authorised service providers act on documented instructions. Contract labels do not remove statutory duties.

9.2 Before collection, the Reseller must obtain customer approval of purposes, users, devices, access and configuration, and evidence of appropriate employee notices and lawful processing grounds. Obtain consent where legally required; consent is not a blanket substitute for all POPIA requirements. Enable sensitive capture only for an authorised, necessary purpose. Verify any promised exclusion or privacy control on the deployed version before relying on it.

9.3 A written operator agreement must be accepted by the relevant responsible party and each operator, directly or through an authorised subcontracting chain, before processing begins. It must cover instructions, confidentiality, appropriate technical and organisational security, breach assistance, authorised subprocessors and return/deletion. This reseller appointment does not by itself supply the customer's processing instructions or authorise deployment.

9.4 The accepted data-processing schedule must record: data categories and subjects; permitted features and purposes; hosting and support-access countries; infrastructure and other subprocessors; any lawful cross-border arrangements; category-specific retention and backup deletion; export methods; access controls; and assistance with requests, incidents and termination. No party may promise local hosting, unrestricted retention or security features without verified written confirmation.

9.5 Each operator must restrict access to authorised personnel, protect credentials, maintain appropriate safeguards and bind its personnel and authorised subcontractors to corresponding duties. No party may sell workforce data or use it for unrelated marketing. Each party remains responsible for its own conduct and the persons it authorises.

9.6 A party discovering reasonable grounds to suspect unauthorised access to or acquisition of customer personal information must notify the relevant responsible party immediately and cooperate with containment, investigation, evidence preservation and legally required notifications. It must also notify the other party promptly where affected, to the extent lawful. Nothing here postpones statutory duties or authorises concealment of an incident.

9.7 Data-subject requests must be referred promptly to the responsible party, with reasonable assistance. Customer administration access must be limited to the approved scope and revoked promptly when authorisation ends. Exports must use an agreed secure method. Data must be returned or deleted according to documented instructions and lawful retention obligations, including the timetable agreed before activation.

Deployment readiness

The Reseller may sign this master agreement before placing an order. No customer may be activated merely because it is signed: accepted scope, lawful deployment authority, aligned customer terms, processing arrangements and billing authorisation are required first. The Provider may defer activation until those requirements are met.

Risk allocation and liability

10 Service obligations and claims

IMPORTANT: This clause limits compensation and requires the Reseller to reimburse certain third-party claims caused by its conduct. Read it with payment clause 5.3 and suspension clause 11 before signing. Mandatory legal rights remain intact.

10.1 Each party must exercise reasonable care and skill. The Provider will take reasonable steps to correct reproducible product faults. No promise of uninterrupted or error-free operation, absolute security or a particular business outcome is made. The parties must cooperate where devices, networks or third-party services contribute to a fault. These qualifications do not excuse a breach of an express obligation or a non-excludable legal duty.

10.2 Subject to clause 10.4, neither party is liable to the other for indirect or consequential loss, loss of profit, anticipated savings or business opportunity. Each party's aggregate liability arising from this agreement, whether in contract, delict or otherwise, is limited to Provider licence charges paid or payable for the 12 months before the first event giving rise to the claim, or the elapsed term if shorter. Related events are one claim; the cap does not multiply per user, customer or legal basis.

10.3 For breaches of confidentiality, data-protection duties or intellectual property rights, and claims under clause 10.5, a higher aggregate cap of twice the amount calculated in clause 10.2 applies. This is a combined ceiling including ordinary claims, not an additional amount on top of that cap. These contractual limits apply only between the parties; they do not limit a regulator's powers or a third party's statutory rights.

10.4 No exclusion or cap applies to fraud, wilful misconduct, gross negligence, amounts properly payable for services, or liability which the law does not permit to be excluded or limited. Nothing waives mandatory rights under POPIA, the Consumer Protection Act or other applicable law. Each party must take reasonable steps to reduce avoidable loss; there may be no double recovery.

Reseller indemnity for its own conduct

10.5 Subject to clauses 10.3 and 10.4, the Reseller indemnifies the Provider against third-party damages, reasonable legal defence costs and reasonable settlements to the extent caused by the Reseller's unlawful deployment or data access, breach of clauses 7 or 9, or representations or commitments made without the Provider's authority. It does not cover the Provider's own breach, negligence or unlawful conduct, or a penalty which cannot lawfully be transferred.

10.6 The Provider must notify the Reseller promptly of an indemnified claim, provide reasonable information and allow reasonable participation in its defence. Delay reduces recovery only to the extent it prejudices the defence. The parties must cooperate. Neither may admit liability or settle in a way that binds the other without prior written consent, not unreasonably withheld. Any settlement must reasonably address the claim and give the affected party an appropriate release.

10.7 The Reseller remains responsible for its staff and contractors performing its obligations. The Provider may request reasonable evidence of licence counts, customer acceptance and deployment authority, on reasonable notice and without unrelated personal data. Any verification must preserve confidentiality and customer security.

Ending the agreement

11 Suspension cancellation and handover

11.1 Either party may end this agreement on 30 calendar days written notice. That notice also cancels the Reseller's orders on the agreement end date, unless the parties expressly agree in writing to continue a specified order or arrange a customer-authorised transfer. Any expressly agreed fixed commitment must be addressed in that order. The parties must cooperate on a timely customer handover; the Provider need not accept new orders during notice.

11.2 Either party may terminate for a material breach not remedied within 10 business days after written notice identifying it. The Provider may suspend affected services for overdue undisputed charges after a written warning giving at least five business days to pay, without waiting for the termination period. Lawful charges continue during a suspension caused by the Reseller's breach, until effective cancellation.

11.3 The Provider may immediately restrict access to address unlawful use or an urgent security threat. It must explain the reason as soon as lawful and practical, limit the restriction to what is reasonably necessary and restore access promptly when resolved. Permanent termination for breach remains subject to clause 11.2 unless immediate termination is required or permitted by law.

11.4 On termination, stop claiming authorised reseller status and using the Provider's brand. Accrued charges remain due. Unused advance payments after effective cancellation must be credited or refunded after reconciliation. Arrange exports within the agreed retention period and follow the pre-agreed return/deletion timetable; no unannounced accelerated deletion is authorised. Personal information may not be retained as payment security.

11.5 Customer transfers require customer consent and acceptance of the new billing arrangement. The Reseller has no ownership of customers or entitlement to future margin once its billing role ends. Commission stops on effective cancellation or transfer, with no trailing payout; legitimate final-period reconciliation remains due.

12 General terms and priority

12.1 South African law applies. Authorised representatives must try to resolve disputes within 10 business days before court proceedings, except urgent relief. Statutory complaint and dispute rights remain available. A competent South African court may hear unresolved disputes.

12.2 Notices go to clause 1 and page 8 details. Email is received when acknowledged or shown to have reached the designated system; a bounce is not delivery. Receipt does not depend on discretionary approval. Notify address changes promptly. Written agreements may be made by authorised email; execution may be in counterparts or by a legally valid electronic signature. Assignment requires the other party's written consent.

12.3 This agreement and accepted orders govern the reseller relationship. An override must identify the clause changed and be agreed by both parties. A data-processing agreement prevails only for processing instructions and safeguards; changing clause 10 requires an express written amendment. Website terms, purchase-order boilerplate and later marketing do not override this agreement. Customer contracts bind their own parties. Invalid terms are severable; delay is not waiver. Accrued payments, confidentiality, data duties and relevant liability provisions survive.

12.4 A party affected by events beyond its reasonable control must notify and mitigate promptly. Only performance actually prevented is excused, not accrued payments or avoidable failures. After 30 continuous days, either party may end the affected service by notice, with unused prepaid fees reconciled. Changes otherwise require written agreement, except price updates under clause 5.4.

Complete sign and return

Fill in the fields or print clearly by hand. Sign using your PDF signing tool or print and sign. Email all eight pages to jacques@tech-on.co.za and keep the countersigned copy.

13 Reseller business details

Full registered legal name

Trading name if different

Registration number or N/A

VAT number or Not registered

Contact telephone

Physical and notice address including postal code

Email for notices and correspondence

Accounts email

14 Reseller acceptance

I am authorised to bind the Reseller and accept this eight-page agreement, including the package schedule. Attention is drawn to payment despite customer non-payment (5.3), liability limits and the indemnity (10), and suspension and cancellation (11).

Full name of authorised signatory

Position or capacity

Reseller signature

Date signed DD/MM/YYYY

Place signed

15 Tech-on Tech-off Pty Ltd acceptance

Accepted for Tech-on Tech-off Pty Ltd, the owner and supplier of HRforIT.

Full name of authorised signatory

Position or capacity

Tech-on Tech-off Pty Ltd signature

Date signed DD/MM/YYYY

Place signed