

CLIENT SERVICES AGREEMENT

Less process. More progress.

The terms for building and looking after your automations, from first audit to go-live and beyond.

PREPARED FOR _____

AGREEMENT REFERENCE _____

DATE _____

Before you sign

This agreement sets out how Keystone HQ (Pty) Ltd builds and looks after automations for you. It has three parts: the **Order Form** (Schedule 1), which records what you are buying and the price; these **Terms**; and the **Package Summary** (Schedule 2). Please read it in full before signing. If anything is unclear, ask us at ops@keystonehq.co.za before you sign.

01

Fixed price, in writing

One price in rand, agreed before we start. Prices exclude VAT.

02

50% to start, 50% on go-live

EFT or card. Invoices payable within 7 days.

03

You own what we build

Workflows, accounts and data are yours once paid in full.

04

Care Plans are optional

Month to month. Cancel with 30 days' notice.

05

Your data stays protected

We act as your POPIA Operator and only process on your instructions.

06

AI is checked by people

Human approval wherever money or sensitive information is involved.

THE PARTIES

SUPPLIER**Keystone HQ (Pty) Ltd**

Registration number 2026/816541/07

Income tax reference 9073685316 · Not VAT-registered

Registered office: 30A Morris Shell Drive, Cape Town, Western Cape, 7441

Directors: A.G. Prince, E.R. Prince

ops@keystonehq.co.za · +27 71 677 2631

CLIENT

As recorded in the Order Form (Schedule 1)

This summary is for convenience. If it differs from the Terms, the Terms apply.

Order Form

Fill in this page with us, or we'll complete it from your accepted Quote. It records who you are, what you're buying and what it costs.

CLIENT DETAILS

REGISTERED BUSINESS NAME

TRADING NAME (IF DIFFERENT)

REGISTRATION NUMBER

VAT NUMBER (IF ANY)

PHYSICAL ADDRESS FOR SERVICE

CONTACT PERSON

ROLE

EMAIL FOR NOTICES

PHONE

BUILD (ONCE-OFF)

☐ Spark	About 1 week · 14 days of fixes	from R3,500
☐ Quick Fix	1–2 weeks · 30 days of fixes	from R7,500
☐ Assistant	2–3 weeks · 30 days of tuning	from R18,500
☐ Ops System	4–6 weeks · 60 days of fixes	from R45,000
☐ Custom	Automation Blueprint R2,500, credited	from R85,000

QUOTE REFERENCE

FIXED BUILD PRICE (ZAR, EXCL. VAT)

DEPOSIT DUE BEFORE START (50%)

BALANCE DUE ON GO-LIVE (50%)

ESTIMATED START DATE

ESTIMATED GO-LIVE DATE

THIRD-PARTY TOOLS APPROVED (CL. 6 AND 12.4)

ESTIMATED MONTHLY RUNNING COSTS, BILLED TO YOU AT COST

CARE PLAN (OPTIONAL, MONTH TO MONTH, 30 DAYS' NOTICE)

☐ Essentials	Reply within 2 working days · up to 1 hr/month	R1,950 / month
☐ Growth	Reply within 1 working day · up to 3 hrs/month	R3,950 / month
☐ Partner	Same working day · 1 new automation/month	R7,500 / month
☐ None for now	You can add a Care Plan later	

CARE PLAN START DATE

SPECIAL CONDITIONS (IF ANY)

Prices exclude VAT (not VAT-registered, cl. 5.1). Invoices payable within 7 days.

Terms

1. The parties and definitions

1.1 "Keystone", "we" or "us" means Keystone HQ (Pty) Ltd, registration number 2026/816541/07, a private company registered in South Africa with its registered office at 30A Morris Shell Drive, Cape Town, Western Cape, 7441, and SARS income tax reference number 9073685316.

1.2 "Client", "you" or "your" means the person or business named in the Order Form.

1.3 "Build" means a once-off project (Spark, Quick Fix, Assistant, Ops System or Custom) described in the Order Form or in a Quote.

1.4 "Care Plan" means an optional monthly support plan (Essentials, Growth or Partner).

1.5 "Quote" means our written quote for a Build, setting out the scope, price, timeline and any running costs. An accepted Quote forms part of this agreement.

1.6 "Deliverables" means the workflows, automations, assistants, configurations, documentation and other work we produce for you under this agreement.

1.7 "Go-live" means the date a Deliverable is switched on for real use, or is accepted under clause 7, whichever comes first.

1.8 "Third-Party Tools" means software and services we do not own, such as Make, Zapier, Meta/WhatsApp, Google, Microsoft, OpenAI, Anthropic, your CRM or accounting software.

1.9 "Working day" means Monday to Friday, 08:30 to 17:00 (South African time), excluding South African public holidays.

1.10 "Personal Information", "Responsible Party", "Operator" and "processing" have the meanings given in the Protection of Personal Information Act 4 of 2013 ("POPIA").

2. How this agreement works

2.1 This agreement starts on the date it is signed by both parties and continues until all Builds are complete and any Care Plan has ended, unless ended earlier under clause 15.

2.2 Each Build is set out in the Order Form or a separate Quote. You can order more Builds later by accepting a new Quote in writing (email is enough). Each new Quote is governed by these Terms.

2.3 If there is a conflict, the order of priority is: (a) the Order Form or accepted Quote; (b) these Terms; (c) the Package Summary in Schedule 2.

3. What we will do

3.1 We will deliver the Build described in the Order Form or Quote with reasonable skill and care, in line with good industry practice.

3.2 The scope is fixed. Anything not listed in the scope (including items listed as "not included" in Schedule 2) is out of scope. If you ask for a change, we will tell you in writing whether it affects the price or timeline before we do it. We only do paid changes once you approve them in writing.

3.3 Timelines are good-faith estimates that assume you provide what is listed in clause 4 on time. We will tell you promptly if a timeline is at risk.

3.4 We may use subcontractors for parts of the work. We remain responsible for their work and they are bound by the same confidentiality and data protection duties as we are.

4. What we need from you

4.1 You agree to:

(a) give us timely access to the tools, accounts and information we need, as listed in the Order Form or Schedule 2;

(b) name one person who can answer questions and approve work on your behalf;

(c) review test results and give feedback within 5 working days of our request;

(d) make sure the content, wording, prices and policies you give us are accurate and that you have the right to use them; and

(e) keep the accounts we connect in good standing (paid up and active).

4.2 If we are waiting on you for more than 10 working days, we may pause the Build and move the timeline. If we are waiting on you for more than 30 days, we may invoice for the work completed to date and close the Build. You can restart it later under a new Quote.

5. Fees and payment

5.1 All prices are fixed amounts in South African rand (ZAR) as set out in the Order Form or Quote. Prices exclude VAT. At the date of this agreement Keystone is not registered for VAT, so no VAT is charged. If Keystone registers for VAT, it will tell you in writing, show its VAT number on its invoices, and add VAT at the rate in force on the invoice date to amounts invoiced after registration.

5.2 Builds. Unless the Order Form says otherwise:

(a) 50% of the Build price is payable before work starts (the **deposit**); and

(b) the remaining 50% is payable on Go-live.

5.3 Custom Builds start with a paid Automation Blueprint (R2,500, credited in full against the Build if you go ahead). Custom Builds are paid per milestone as set out in the Quote.

5.4 Care Plans are billed monthly in advance from the date the Care Plan starts.

5.5 Invoices are payable within 7 days of the invoice date by EFT or card. Card payments are processed by Yoco. Our banking details appear on each invoice. Please use the invoice number as your payment reference.

5.6 If an invoice is not paid on time, we may: (a) charge interest on the overdue amount at the rate prescribed under the Prescribed Rate of Interest Act 55 of 1975, from the due date to the payment date; and (b) after giving you 7 days' written notice, pause work and Care Plan support until the account is up to date.

5.7 Prices on our website are "from" prices. The amount you pay is the amount in your Order Form or Quote.

6. Third-Party Tools and running costs

6.1 Most automations run on Third-Party Tools. Where possible, these accounts are opened in your name and billed directly to you. Where we pay for a Third-Party Tool on your behalf, we will bill it to you at cost, with no mark-up.

6.2 Running costs (such as tool subscriptions, Meta's WhatsApp message fees and AI usage fees) are not included in the Build price unless the Order Form says so. Our Quote will estimate them where possible.

6.3 Third-Party Tools are provided by their own suppliers on their own terms. We are not responsible for their outages, price changes, changes to their features or policies, or for them ending a service. Where such a change breaks a Deliverable, we will fix it under your Care Plan or quote for the fix.

7. Testing, acceptance and Go-live

7.1 Before Go-live, we will test each Deliverable using real or realistic examples and ask you to review it.

7.2 You will either approve the Deliverable or tell us in writing about any way it does not work as described in the scope. We will fix those issues and ask you to review again.

7.3 A Deliverable is treated as accepted when the first of these happens: (a) you approve it in writing (email is enough); (b) 5 working days pass after we ask for your review and you have not reported a material issue in writing; or (c) you start using it for real business.

8. Fixes after launch

8.1 After Go-live, we will fix defects in our work at no extra cost for the period that applies to your Build:

Build	Free fix period after Go-live
Spark	14 days
Quick Fix	30 days
Assistant	30 days of fixes and tuning
Ops System	60 days
Custom	As set out in the Quote

8.2 A defect means the Deliverable does not work as described in the agreed scope. The free fix period does not cover: new features or changes to the scope; problems caused by changes you or others make; changes, outages or limits of Third-Party Tools; or problems caused by inaccurate information you gave us.

8.3 After the free fix period, support is available under a Care Plan or at a quoted rate.

9. Care Plans

9.1 Care Plans are optional. You can choose one at handover or at any later time.

9.2 Care Plans run month to month. Either party may cancel by giving 30 days' written notice (email to ops@keystonehq.co.za is enough). Fees for the notice period remain payable.

9.3 Included hours are per calendar month. Unused hours do not roll over and are not refunded.

9.4 Reply times (2 working days, 1 working day or the same working day, depending on the plan) are the times within which we will acknowledge and start looking at your request. They are targets for our first response, not guarantees of when an issue will be resolved.

9.5 New automations and work beyond the plan's included hours are quoted separately, except for the one new small automation per month included in the Partner plan.

9.6 We may change Care Plan prices by giving at least 30 days' written notice. If you do not accept the new price, you may cancel before it takes effect.

10. Ownership

10.1 Once you have paid in full for a Build, you own the Deliverables we created specifically for you, together with your accounts and your data. We will hand over the admin access, credentials and documentation you need to run them without us.

10.2 Your data always remains yours. We do not acquire any rights in it, other than the right to process it to deliver the services.

10.3 We keep ownership of our pre-existing know-how, methods, templates and general-purpose components that we bring to the work or develop independently (our **Keystone Materials**). Where Keystone Materials are built into a Deliverable, we grant you a permanent, royalty-free, non-exclusive licence to use and change them as part of that Deliverable for your own business.

10.4 We will not name you or describe your project in our marketing unless you agree in writing.

11. AI and automation: important limits

11.1 AI tools can produce answers that are incomplete, out of date or wrong. We design Deliverables to reduce this risk, including human approval steps wherever money or sensitive information is involved, but we cannot guarantee that AI outputs will always be accurate.

11.2 You remain responsible for decisions made in your business, for what your automations and assistants say to your customers, and for checking outputs before relying on them for legal, financial, medical or other important decisions.

11.3 Any time or cost savings we discuss with you are estimates to help you decide. We do not guarantee any particular saving, revenue or business result.

11.4 You must not use Deliverables for anything unlawful, for spam, or in breach of a Third-Party Tool's terms of use.

12. Data protection (POPIA)

12.1 For Personal Information we process for you (for example, your customers' details), you are the Responsible Party and Keystone is your Operator under sections 20 and 21 of POPIA.

12.2 As your Operator, we will:

(a) process Personal Information only on your instructions and only to deliver the services;

(b) keep it confidential and not disclose it unless required by law;

(c) maintain appropriate, reasonable technical and organisational security measures, as required by section 19 of POPIA, including least-privilege access and secure handling of credentials;

(d) tell you without undue delay if we have reasonable grounds to believe Personal Information has been accessed or acquired by an unauthorised person; and

(e) at the end of the services, hand back or delete Personal Information in our possession, unless the law requires us to keep it.

12.3 You confirm that you have a lawful basis to process the Personal Information you give us or that our Deliverables will process, including any consent needed for electronic direct marketing under section 69 of POPIA and for WhatsApp messaging under Meta's policies.

12.4 Third-Party Tools may store or process information on servers outside South Africa. We choose reputable providers with adequate data protection safeguards. By approving the tools listed in your Order Form or Quote, you agree to this transfer, in line with section 72 of POPIA.

12.5 Our handling of your own contact details is described in our Privacy & POPIA notice at keystonehq.co.za/privacy.

13. Confidentiality

13.1 Each party will keep the other's confidential information private, use it only for the purposes of this agreement, and share it only with people who need it for those purposes and are bound by similar duties.

13.2 This does not apply to information that is public through no fault of the receiving party, that the receiving party already had lawfully, or that must be disclosed by law (in which case the disclosing party will be told first, where lawful).

13.3 This clause continues to apply after the agreement ends.

14. Access and credentials

14.1 We will use the access you give us only for the services, and will ask for the least access we need.

14.2 You may change passwords or remove our access at any time. If removing access stops us from doing work, the related timeline or Care Plan response time will be paused.

14.3 We will remove or hand back our access at the end of the services, or when you ask.

15. Ending the agreement

15.1 Either party may end this agreement, or a specific Build or Care Plan, by written notice if the other party materially breaches it and does not fix the breach within 10 working days of written notice.

15.2 You may cancel a Build at any time by written notice. If you do:

- (a) you pay for work completed up to the cancellation date, valued in proportion to the Build price;
- (b) the deposit will be set off against that amount, and any portion of the deposit not used will be refunded; and
- (c) you will own what has been completed and paid for.

15.3 Care Plans end under clause 9.2.

15.4 On termination, all amounts owed become payable, and clauses 10 to 13, 16 and 17 continue to apply.

16. Liability

16.1 Nothing in this agreement limits liability for fraud, gross negligence or wilful misconduct, or any right you have that cannot be limited by law, including under the Consumer Protection Act 68 of 2008 where it applies.

16.2 Subject to clause 16.1, neither party is liable for indirect or consequential loss, including loss of profit, revenue, business opportunity or data (except, in the case of data, where caused by our breach of clause 12).

16.3 Subject to clause 16.1, our total liability under or in connection with this agreement is limited to the fees you paid to us under this agreement in the 12 months before the event giving rise to the claim.

16.4 Neither party is liable for delays or failures caused by events outside its reasonable control, such as load-shedding, network or platform outages, or natural disasters, provided it tells the other party promptly and takes reasonable steps to limit the impact.

17. Disputes

17.1 If a dispute arises, the parties will first try to settle it in good faith by discussion between decision-makers within 10 working days of one party notifying the other in writing.

17.2 If not settled, either party may refer the dispute to mediation in Cape Town by a mediator agreed between the parties. The parties will share the mediator's costs equally.

17.3 Nothing in this clause stops either party from seeking urgent relief from a court. The parties consent to the jurisdiction of the Magistrates' Court, despite the amount in dispute, but either party may approach the High Court of South Africa, Western Cape Division, Cape Town.

18. General

18.1 Governing law. This agreement is governed by the laws of the Republic of South Africa.

18.2 Notices. Notices may be sent by email to the addresses in the Order Form. A notice is treated as received on the next working day after it is sent, unless the sender gets an error message.

18.3 Addresses for service. Each party chooses the physical address in the Order Form (for Keystone, its registered office) as its address for legal documents (domicilium citandi et executandi).

18.4 Electronic signature. This agreement may be signed electronically and in counterparts, in line with the Electronic Communications and Transactions Act 25 of 2002. Each signed copy is an original and together they form one agreement.

18.5 Whole agreement and changes. This agreement, with its schedules and any accepted Quotes, is the whole agreement between the parties on its subject. Changes to these Terms must be in writing and signed by both parties (an electronic signature is enough).

18.6 Transfer. Neither party may transfer this agreement without the other's written consent, which will not be unreasonably withheld.

18.7 Independent parties. Keystone is an independent supplier. Nothing in this agreement creates an employment, partnership or agency relationship.

18.8 No waiver. A party's delay in enforcing a right does not waive that right.

18.9 Severability. If any part of this agreement is found to be unenforceable, the rest stays in force.

18.10 Interpretation. Headings are for convenience only. The contra proferentem rule does not apply: the parties have had the chance to read and question this agreement before signing.

Package Summary

What each package normally includes, as published at keystonehq.co.za/pricing on the date of this agreement. Your Order Form or Quote overrides this summary (clause 2.3).

Build packages · once-off

01 Spark from R3,500

About 1 week

INCLUDED

- A free 30-minute audit to pick the right first task
- One automation in one tool, such as invoice reminders, a website-form email alert or WhatsApp greeting and away messages
- Testing with your real details before it goes live
- A short written note on how it works and how to switch it off
- 14 days of fixes after launch

WHAT WE NEED FROM YOU

- Access to the tool we're setting up
- The wording you want customers to see
- 30 minutes for the handover

NOT INCLUDED

- Connecting a second tool (that's Quick Fix)
- AI-written replies
- Changes after the 14 days, unless you're on a care plan

02 Quick Fix from R7,500

1–2 weeks

INCLUDED

- Mapping the steps your team follows today
- One workflow across up to 2 tools, for example website form to CRM to follow-up email, or paid invoice to thank-you and review request
- An AI step to draft, read or sort where a rule can't do it
- Testing with real examples and your sign-off before launch
- A walkthrough with your team and a written handover note
- 30 days of fixes after launch

WHAT WE NEED FROM YOU

- Admin access to both tools
- Examples of the messages or documents involved
- One person to check and approve the test results

NOT INCLUDED

- Tool subscriptions such as Make or Zapier, billed to you at cost
- A third tool or second workflow, which we quote separately

03 Assistant from R18,500

2–3 weeks

INCLUDED

- A knowledge base written from your FAQs, prices, hours and policies
- Answers to common questions on WhatsApp or your website
- Lead details captured and emailed to you as they arrive
- Bookings into your calendar, or one other system connected
- Handover to a person for anything sensitive or out of scope
- WhatsApp Business Platform setup where needed, with POPIA-aware consent wording
- 30 days of tuning based on real conversations

WHAT WE NEED FROM YOU

- Your FAQs, price list and policies
- A WhatsApp number or access to your website
- Who should receive handovers and lead emails

NOT INCLUDED

- Meta's WhatsApp message fees and AI usage, billed to you at cost
- Marketing broadcasts to your customer list

04 Ops System from R45,000

4–6 weeks

INCLUDED

- A workshop mapping the process and who does what
- 3–5 linked workflows, for example enquiry to quote to invoice to follow-up
- Approval steps wherever money or sensitive information is involved
- A simple dashboard showing what's in progress
- A training session for your team and full documentation
- 60 days of fixes after launch

WHAT WE NEED FROM YOU

- One person who owns the process on your side
- Access to the systems involved, such as your CRM and accounting software
- Time for two review sessions during the build

NOT INCLUDED

- Replacing your core software
- Tool subscriptions, billed to you at cost

05 Custom from R85,000

Timeline quoted

INCLUDED

- An Automation Blueprint (R2,500, credited in full against the build)
- A written scope with a fixed price in rand
- Delivery in milestones, each shown working before the next starts
- Approval steps and access controls designed in
- Documentation and training for your team

WHAT WE NEED FROM YOU

- A decision-maker who can sign off each milestone
- Access to the systems involved
- Review time at each milestone

NOT INCLUDED

- Anything outside the written scope without a new quote

Care Plans · monthly, optional

01 Essentials R1,950 / month

Reply within 2 working days

INCLUDED

- Monitoring with alerts if an automation fails
- Fixes when something breaks
- Up to 1 hour of small changes a month
- A quarterly check-in

WHAT WE NEED FROM YOU

- Keep our access to your tools active
- Tell us when your process or tools change

NOT INCLUDED

- New automations, which we quote as builds
- Unused hours rolling over

02 Growth R3,950 / month

Reply within 1 working day

INCLUDED

- Everything in Essentials
- Up to 3 hours of changes a month
- Tuning the assistant's answers from real conversations
- A monthly report of what your automations handled

WHAT WE NEED FROM YOU

- A short monthly note on what's changed in the business
- Feedback on the report

NOT INCLUDED

- New automations, which we quote as builds
- Unused hours rolling over

03 Partner R7,500 / month

Reply the same working day

INCLUDED

- Everything in Growth
- One new small automation built each month
- A monthly strategy call to plan what's next
- Priority replies on working days

WHAT WE NEED FROM YOU

- An hour a month for the strategy call
- Quick sign-off on each new automation

NOT INCLUDED

- Large builds such as an Ops System, which we quote separately
- Unused hours rolling over

Signed and agreed

By signing, each party confirms that it has read and accepts this agreement, including the Order Form, the Terms and the Package Summary, and that the person signing is authorised to do so. Electronic signatures are valid (clause 18.4).

For Keystone HQ (Pty) Ltd

SIGNATURE

FULL NAME

Eduan Rohan Prince

CAPACITY

Director, duly authorised

DATE

PLACE

WITNESS SIGNATURE

WITNESS NAME

For the Client

SIGNATURE

FULL NAME

CAPACITY (WHO WARRANTS THAT THEY ARE DULY
AUTHORISED)

DATE

PLACE

WITNESS SIGNATURE

WITNESS NAME
