



Shop 5, Bay Beach Centre
Beach Crescent, Hout Bay, 7806
Suite 98, Private Bag X4
Hout Bay, 7872
Tel: 021 790 7901
Fax: 021 790 0300
Mail: info@deepbluesecurity.co.za
Web: www.deepbluesecurity.co.za

SERVICE LEVEL AGREEMENT "SLA" BETWEEN DEEP BLUE SECURITY "DBS" AND THE CHAPMANS PEAK NEIGHBOURHOOD WATCH "CPNW"

The CPNW is a voluntary organization established as a formal neighbourhood watch association in 2007 who, inter-alia, negotiate on behalf of their members with Security Service Provider/s "SSP" or "SSP's" to ensure the continuous presence of effective security services in the area for the safety and security of its members. DBS is an established Hout Bay based SSP and corporate member of the South African Intruder Detection Services Association "SAIDSA" who leverages new technology to provide its customers with high standards of armed response, camera monitoring, surveillance/intelligence, guarding and technical services.

Through the continuous efforts of the CPNW and their engagement with and evaluation of DBS, the parties to this SLA have agreed to the following objectives;

- A. The Parties shall work together in a co-operative and coordinated effort to bring about the achievement and fulfillment of an SLA between the parties.
- B. In their dealings with each other and in the implementation of this SLA, the parties undertake to observe the utmost good faith and to give full effect to the achievement of the CPNW's objectives of achieving a comprehensive, effective and measurable security service in the CPNW area.
- C. The Parties shall mutually contribute and take part in any and all phases of the planning, development and implementation of the project to ensure that an adequate number of CPNW members give the needed support to ensure the success of the project.

The Parties to this agreement have entered into an SLA with an effective date of 01 March 2020 or alternatively the signing date of this agreement, whichever is the latter. Furthermore, in terms of this SLA DBS agrees to provide the CPNW and by association each individual member of the CPNW who independently contract the services of DBS with the following services;

1. DBS will deploy two dedicated vehicles in the CPNW area (one during the day and two at night).
2. DBS shall collect on behalf of CPNW the membership fees due by CPNW members as set out in Annexure "1" hereto;
3. DBS shall pay over the collected CPNW membership fees to CPNW without deduction or set off or any VAT adjustments within 30 (thirty) days of the end of the preceding month;
4. DBS shall provide CPNW with a statement each month detailing which members have paid CPNW membership fees.
5. DBS undertakes to maintain a uniform pricing policy in the area and to provide the contracted services to CPNW members, and other residents, who contract with DBS directly at a monthly rate as set out in Annexure "1".



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6. DBS shall increase the service fee listed in Annexure 1 annually on the first anniversary and every 12 months thereafter, of each individual contract in line with and not exceeding the average CPIX.
7. DBS will provide full transparency for pricing increases, if any, above the fee increase listed above to the CPNW committee for mutual agreement before implementation.
8. It is estimated that the minimum viable or breakeven number of individual members needed to fund the services committed to in this SLA is 250 members.
9. Once the number of CPNW members who have signed independent contracts with DBS reach the critical level of 300, DBS shall adjust the monthly service fee for all CPNW customers as set out in Annexure "1".
10. DBS will take over the 24/7 monitoring of all existing CPNW cameras in the CPNW area.
11. DBS undertakes to install additional cameras and needed transmission infrastructure in hotspots or sensitive areas, identified and agreed between DBS & CPNW from time- to- time, at no additional cost to CPNW members.
12. DBS will provide all the necessary infrastructure in order to ensure the uninterrupted and ongoing monitoring of all the CPNW cameras and Number plate recognition "NPR" system/s already in place in the CPNW area.
13. DBS will monitor, via the DBS control room, all CPNW existing and new cameras with the same diligence and standard as applied to DBS's own camera systems and services.
14. DBS will provide an elected committee member of CPNW unlimited access to camera footage relating to the CPNW area at the DBS Control Room on request at any time. Such footage may not be reproduced and/or moved off-site and can only be supplied to SAPS on request, provided such request is received within a period of 30 (thirty) days of the alleged incident.
15. Martin Botha or a qualified senior member of DBS will be available, on 48 hours' notice, to meet regularly with the CPNW liaison officer.
16. DBS will supply incident reports to the CPNW within 24 hours of such incident taking place.
17. DBS will provide the technical maintenance of the alarm system as well as the monitoring and armed response services for the Noordhoek Community Centre at no additional cost to CPNW members.
18. It has been agreed between DBS and CPNW that the DBS Armed Response Officer/s "ARO" or "ARO's" are able to execute the ARO shift change at the Noordhoek Community Centre.
19. On the recommendation of the CPNW committee to DBS of a CPNW member in financial difficulty, DBS will enter into a discounted fee arrangement with such individual CPNW member directly.

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20. The following means of payment for services supplied to CPNW members will be accepted by DBS;
- Bank Debit order
 - Electronic Fund Transfer "EFT"
 - Bank Stop Order
21. An Annual Radio License Fee, due every year in March, as set out in Annexure "1" hereto is due annually in arrears. The first license fees due by CPNW members (only paid in March 2021) will be calculated in arrears on a pro rata basis. Thereafter the license fees will be payable in arrears every March.
22. DBS will extend a discount of one month's premium for every 12 months for CPNW members wishing to prepay for services annually (only billed 11 months per annum).
23. CPNW members who are currently with another service provider and have pre-paid their current service provider and who wish to switch to DBS immediately can do so and DBS will only start billing them when their contract term with said service provider expires. DBS will therefore provide them with a free service for the remainder of the contract term provided DBS has received confirmation of such contractual period.
24. DBS will change over the radio transmitters of all CPNW members who join the program at no extra charge. Every new customer's alarm system will be checked, and signals tested when DBS installs a DBS radio transmitter. Faulty equipment, however, will need to be replaced at the client's account.
25. DBS will offer CPNW members a month-to-month contract with the agreement that each CPNW member can cancel their service with a one calendar month notice to DBS without any penalties being applied.
26. DBS will not raise penalty charges for excessive ARO responses to false alarm activations.
27. DBS is a full corporate member of SAIDSA.
28. All DBS ARO's responsible for the CPNW area will be dedicated to the area to ensure that they become familiar with the area as well as CPNW members and vice versa.
29. All vehicles will be dedicated to the CPNW area and will not leave the area while on duty or react to any alarms outside of the CPNW area.
30. In addition to whatever system is installed in each vehicle, each vehicle shall be equipped with a fixed radio and suitable aerial linked to the CPNW radio network and shall always be switched on.
31. One of the vehicles on duty at any time will be equipped with a cell phone by which any CPNW member can communicate with the ARO's.
32. The DBS ARO's will introduce themselves to each CPNW customer in order to establish a sound relationship between the customer and the ARO's.
33. DBS will offer all CPNW members an escort or meet- and- greet service by our ARO's. Each CPNW member will be provided with the cell phone number of the ARO's to enable them to communicate



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directly with the ARO concerned to assist with safe access to their home when required. If an ARO is unable to receive such call due to responding to a call out, the service can be arranged by contacting the DBS control room on 021 790 7901 to dispatch an available ARO in the area.

34. In the event of a panic or alarm activation by a CPNW member who is not responsive or provides the incorrect password to the ARO or controller, the ARO will be prepared, if authorized by the Client to enter the dwelling (i.e. jump wall/ gate etc. as required to access the property).
35. DBS will collaborate with other SSP's in the common aim of ensuring the safety and security of residents in the CPNW area.
36. Each vehicle in the area will be monitored and tracked and DBS will provide daily logs of vehicle movement to the responsible CPNW member as elected from time- to- time.
37. For those homeowners who need to replace their existing/old alarm system/s, the DBS technical department offer high quality alarm system options and installation to accommodate every possible requirement or budget.
38. The alarm radios used by DBS and to be installed in CPNW members premises who sign up to the DBS service are capable of sending zone descriptions.
39. DBS will engage with each individual CPNW member who indicates that they would like to upgrade or include existing camera/s in a monitoring solution. The cost of any equipment and/or services would need to be additionally agreed between DBS and each individual CPNW member.
40. DBS senior representative/s will attend CPF meetings as well as CPNW AGM's.
41. DBS hereby assures the CPNW committee and members of the continuous provision of the services agreed to in this SLA and under no circumstances whatsoever will DBS withdraw from or dilute the service/s as agreed.
42. DBS is committed to providing CPNW members and area with a service of the highest level for many years to come.
43. It should be noted that if a dedicated vehicle breaks down, DBS has back-up vehicles in Hout Bay and will endeavor to replace a vehicle within a matter of 30 to 60 minutes.
44. DBS & CPNW will hold monthly performance reviews as well as an annual assessment to measure the effectiveness of DBS with the view of amending the SLA, under mutual agreement where necessary, within the spirit of improving the safety and security of the CPNW area.

This SLA forms the entire agreement between DBS and the CPNW Committee.



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Annexure "1"

Rates offered to CPNW members who contract with Deep Blue

Less than 300 contracted CPNW members:

Monthly monitoring and Armed Response R 473-50 (VAT exclusive)* per month

More than 300 contracted CPNW members:

Monthly monitoring and Armed Response R 448-50 (VAT exclusive)* per month

Additional Fees

Annual License Fee R 299-00 (VAT inclusive)

Collection of CPNW membership fee on behalf of CPNW R 30-00 (no VAT)

* DBS have priced the agreed services on a neighbourhood basis with the understanding that an adequate number of CPNW members 250 - 300 will convert to DBS over time.

Two handwritten signatures in black ink. The signature on the left is a stylized, cursive 'A' or 'B' with a long horizontal stroke. The signature on the right is a more complex, cursive signature with multiple loops and a long horizontal stroke.



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SIGNED AT *HOUT BAY*

ON THIS *10* DAY OF *February* 2020.

Deep Blue Security (PTY) LTD.

A handwritten signature in black ink, appearing to read 'Reiner', is written over a horizontal line.

Reiner van den Berg – Managing Director

SIGNED AT *Lentiqueur*

ON THIS *07* DAY OF *February* 2020.

Chapmans Peak Neighbourhood Watch

A handwritten signature in black ink, appearing to read 'John Parker', is written over a horizontal line.

Dr John Parker - Chairman