

Rent a Gardener (Pty) Ltd – License Sale Pack

1. Formal Sale Prospectus

Executive Overview

Rent a Gardener (Pty) Ltd is a service-based business operating in the residential and light commercial sector, offering gardening, domestic cleaning, and related services under a **unified brand structure**.

Business Structure

- Registered South African company
- Licensed use of Rent a Gardener® brand
- Incorporates Rent a Domestic™ license
- Services Offered
 - Garden maintenance and landscaping
 - Domestic and office cleaning
 - Upholstery, carpet, and mattress cleaning
 - Contractual and once-off services
 - Market Opportunity

The home-services market remains recession-resilient, driven by urbanisation, dual-income households, and outsourcing trends. The brand is well-positioned for:

- Recurring monthly contracts
- Area-based expansion
- Team-based scalability
- Growth Potential
- Expansion into new territories
- Additional service verticals
- Franchise or license replication

Sale Structure

- License and business rights sale
- Assets, branding, and operational framework included
- Final terms subject to negotiation
- Further financial and operational details are available upon signing an NDA.

2. Confidential Buyer NDA

Confidentiality & Non-Disclosure Notice

The information relating to Rent a Gardener (Pty) Ltd, including but not limited to business operations, financials, pricing structures, client information, intellectual property, and strategic plans, is strictly confidential.

Access to further information is provided solely for the purpose of evaluating a potential acquisition or license of purchase. By receiving this information, the recipient agrees to:

- Maintain strict confidentiality
- Not disclose information to third parties
- Not use the information for competitive purposes
- Return or destroy information upon request
- A formal Non-Disclosure Agreement must be signed prior to the release of detailed business documentation.

This document does not constitute an offer to sell. All transactions are subject to due diligence and final agreement.

3. Full Non-Disclosure Agreement (South Africa)

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into on the date of signature below ("Effective Date") by and between:

Rent a Gardener (Pty) Ltd, a private company duly incorporated in accordance with the laws of the Republic of South Africa ("Disclosing Party"),

And the Recipient, being the prospective purchaser, investor, or representative thereof ("Receiving Party").

1. Definition of Confidential Information

Confidential Information includes, but is not limited to, all written, electronic, or oral information relating to the business affairs of Rent a Gardener (Pty) Ltd, including financial data, pricing, client lists, supplier details, operational systems, intellectual property, trade secrets, marketing strategies, licenses, and know-how.

2. Purpose

The Confidential Information is disclosed solely for the purpose of evaluating a potential acquisition, license of purchase, investment, or related transaction ("Permitted Purpose").

3. Obligations of the Receiving Party

The Receiving Party agrees to:

- Keep all Confidential Information strictly confidential;
- Not disclose the Confidential Information to any third party without prior written consent;
- Not use the Confidential Information for any purpose other than the Permitted Purpose;
- Take reasonable steps to protect the Confidential Information.

4. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available other than through a breach of this Agreement;
- Was lawfully known to the Receiving Party prior to disclosure;
- Is independently developed without reference to the Confidential Information.

5. Return or Destruction

Upon written request, the Receiving Party shall return or permanently destroy all Confidential Information.

6. No License or Ownership

Nothing in this Agreement grants the Receiving Party any rights, by license or otherwise, to the Confidential Information or intellectual property.

7. Non-Circumvention

The Receiving Party shall not directly or indirectly solicit clients, staff, contractors, or suppliers of the Disclosing Party for a period of 24 months from the Effective Date.

8. Term

This Agreement shall remain in force for a period of 24 months from the Effective Date.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

10. Remedies

The Disclosing Party shall be entitled to seek injunctive relief and damages for any breach of this Agreement.

SIGNED AT: _____

ON THIS DAY: _____

DISCLOSING PARTY: _____

RECEIVING PARTY: _____

4. Valuation Positioning

The valuation of Rent a Gardener (Pty) Ltd reflects not only current trading capability, but the embedded value of an established, multi-service brand operating in a recession-resilient sector.

Unlike a startup, this opportunity includes:

- Immediate brand equity and market recognition
- Proven service categories with recurring revenue potential
- A transferable operational framework
- Licensed rights reducing time-to-market and execution risk

Comparable service businesses are commonly valued on a multiple of maintainable earnings or replacement costs. This offering further incorporates license value, brand goodwill, and expansion optionality, justifying a premium over asset-only or greenfield alternatives.

5. Reason for Sale

The owner's decision to offer this business opportunity is driven by a strategic realignment of focus, rather than operational distress.

The brand has reached a stage where additional capital, management depth, or geographic rollout would unlock its next phase of growth. The current owner has elected to prioritise other ventures, creating an opportunity for a buyer to acquire a solid platform with significant upside.

6. Franchise vs License Comparison

License Model (This Offering)

- Lower upfront cost
- No ongoing franchise royalties

- Greater operational flexibility
- Faster decision-making
- Ideal for owner-operators and investors

Franchise Model

- Higher setup and compliance costs
- Ongoing royalties and marketing fees
- Strict operational controls
- Slower scalability
- This opportunity is structured as a license to maximise buyer autonomy and returns while maintaining brand consistency.

7. Gauteng & National Rollout

Gauteng remains South Africa's largest concentration of residential and commercial service demand, making it an ideal base for expansion.

The business model supports:

- Area-based licensing
- Multi-team deployment per region
- Replication across major metros

A buyer may elect to:

- Focus exclusively on Gauteng for density and efficiency, or
- Use Gauteng as a launchpad for national rollout
- The brand structure allows for phased, capital-efficient expansion without excessive fixed overheads.