

## **Consulting Agreement**

Between

**Hello Contract (Pty) Ltd**

(hereinafter referred to as the "**Consultant**")

and

**James Henderson**

(hereinafter referred to as the "**Client**")

(Collectively the Consultant and the Client are referred to as the "**Parties**")

**Clause 1 INTRODUCTION**

1.1 The Client appoints the Consultant to render the Consultancy Services described in Clause 5 below.

1.2 The Consultant and the Client have reached agreement on the terms and conditions, regulating the provisions of the Consultancy Services and wish to reduce the terms of this consensus to writing in the form of this Agreement.

**Clause 2 INTERPRETING THIS AGREEMENT**

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

2.4 Unless this Agreement indicates to the contrary, any references to any gender includes the other gender, a natural person includes an artificial person and vice versa, the singular includes the plural and vice versa.

2.5 The contra proferentem rule, or rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting or preparation of this Agreement, shall not apply.

█ [REDACTED]

█ [REDACTED]

2.8 Where this Agreement specifies any number of days, the number of days excludes the first day and includes the last day, unless the last day falls on a Saturday, Sunday or gazetted public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or gazetted public holiday in the Republic of South Africa. Generally speaking, references to a "day" are references to typical business days.

[REDACTED]

[REDACTED]

[REDACTED]

**Clause 3**      **DEFINITIONS**

3.1      **"Agreement"** means these terms and conditions as well as any annexures, amendments, schedules or addenda to these terms and conditions from time to time;

3.2      **"Client"** [REDACTED]

3.3      **"Commencement Date"** [REDACTED]

3.4      **"Confidential Information"** means any information received by one Party from the other Party and is marked as confidential or a similar notice (if disclosed in writing or a tangible form), identified as confidential (if disclosed verbally) or should reasonably be treated as confidential under the context in which such disclosure was made.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.4.2      The Party receiving the Confidential Information will:

(a) safeguard Confidential Information with the same degree of care as it exercises with its own Confidential Information, but no less than reasonable care;

(b) not disclose any Confidential Information to third parties; and



3.13 "Parties" means the Consultant and the Client ("Party" shall have a corresponding meaning);

3.14 "Service Variation" means a material change in the Consultancy Services, at [REDACTED]

3.15 "Term" means the duration of this Agreement being Indefinite from the Commencement Date; and

3.16 "Termination Date" means the date upon which this Agreement is terminated;

**Clause 4 DURATION**

4.1 This Agreement shall commence on the Commencement Date and terminate on Termination Date unless terminated earlier in accordance herewith.

**Clause 5 THE CONSULTANCY SERVICES**

5.1 The Consultancy Services as [REDACTED]

[REDACTED]

**Clause 6 SERVICE VARIATION**

[REDACTED]

[REDACTED]

6.3 To the extent that the Client does not consent to the change in Fees, the Consultant shall not be required to continue with the Consultancy Services as per the Service Variation.

**Clause 7 INTELLECTUAL PROPERTY**

7.1 All rights, titles and/or interest attached to or related to Intellectual Property as belonging to the Consultant shall remain vested in the Consultant.

[REDACTED]

[REDACTED]

**Clause 8 SERVICE LEVELS**

8.1 The Consultant hereby undertakes to ensure that the standard of the [REDACTED]  
[REDACTED]  
[REDACTED]

**Clause 9 FEES**

9.1 The Client shall, as consideration for the Consultancy Services to be rendered by the Consultant in terms of this Agreement, effect payment to the Consultant by EFT, monthly, on the first day of each month in the amount of R20,000.00 into the Consultant's nominated bank account.

9.2 The Consultant will require a deposit, [REDACTED]  
[REDACTED].

9.3 [REDACTED] legal costs on the attorney and client scale, collection charges and tracing fees, and VAT thereon (if applicable).

**Clause 10 TERMINATION**

10.1 [REDACTED]  
[REDACTED]

10.2 In addition, either Party may immediately terminate this Agreement by giving written notice to the other Party if the other Party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction, if the other Party makes an assignment for the benefit of creditors, if a trustee, or similar agent is appointed with respect to any property or business of the other Party, or in the case of the Client, if the Client materially breaches its obligations to make payment pursuant to this Agreement.

10.3 Notwithstanding the foregoing, either Party may terminate this Agreement for any reason or not reason by providing the other Party with one month's written notice of such termination.

**Clause 11 CONFIDENTIALITY**

11.1 Neither Party shall, without the prior written consent of the other Party (which consent may, for the avoidance of doubt, be withheld in the unfettered discretion of the Party called upon to disclose the Confidential Information) disclose such Confidential Information to any person, and/or make use of such Confidential Information for any purposes other than in connection with the rendering of the Consultancy Services.







16.2 The Parties irrevocably agree that the decision in any arbitration proceedings:  
16.2.1 will be binding on all of them;

[REDACTED]

16.4 The provisions of this clause will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.

**Clause 17 GOVERNING LAW AND JURISDICTION**

17.1 This Agreement shall be governed in all respects by and shall be interpreted in accordance with the laws of the Republic of South Africa and the Parties hereby consent and submit to the non-exclusive jurisdiction of the, appropriate South Africa court in which the Consultant is domiciled.

**Clause 18 INTERRUPTION EVENT**

[REDACTED]

[REDACTED]

18.3 In the event that an Interruption Event exceeds -

18.3.1 20 (twenty) consecutive days, and in the event that alternative Consultancy Services and/or facilities cannot be provided by the Interrupted Party or its nominee, the Parties agree to meet and negotiate the suspension, termination or restructuring of this Agreement; or

18.3.2 3 (three) consecutive months, and in the event that alternative Consultancy Services and/or facilities cannot be provided by the Interrupted Party or its nominee, either Party may terminate this Agreement and shall only remain liable for performance under this Agreement which fell due immediately prior to the Interruption Event.

**Clause 19 DOMICILIUM AND NOTICES**

19.1 The Parties choose domicilium citandi et executandi ("domicilium") for all purposes arising from or pursuant to this Agreement:

19.1.1 In respect of the Client, the address and contact details set out in Clause 3.2 above; and

19.1.2 In respect of the Consultant, as set out in Clause 3.6 above.

█ [REDACTED]

█ [REDACTED]

19.4 A notice sent by one Party to another Party shall be deemed to be received:

19.4.1 on the same day, if delivered by hand;

19.4.2 one day after transmission if sent by email;

19.4.3 on the third day after despatch, if sent by prepaid courier.

19.5 If any notice is sent by email, the provisions of the Electronic Communications and Transactions Act 25 of 2002 governing receipt of data messages, shall apply.

19.6 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium citandi et executandi.

**Clause 20 MISCELLANEOUS**

20.1 Each Party hereto acknowledges that it has been free to secure independent legal advice as to the nature and effect of all of the provisions of this Agreement and that it has either taken such independent legal advice or dispensed with the necessity of doing so. Further, each Party hereto acknowledges that all of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances and are part of the overall intention of the Parties in connection with this Agreement.

█ [REDACTED]

20.3 This Agreement constitutes the whole agreement between the Parties as to the subject matter hereof and no agreement, representations or warranties between the Parties, other than those set out herein, are binding on the Parties.

█ [REDACTED]

█ [REDACTED]

20.6 No latitude, extension of time or other indulgence, which may be given or allowed by a Party to another in respect of the performance of any obligation hereunder or enforcement of any right arising from this Agreement and no single or partial exercise of any right by any Party shall, under any circumstances, be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party's rights in terms of or arising from this Agreement or estop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

█ [REDACTED]

█ [REDACTED]

**On behalf: Hello Contract (Pty) Ltd**

**James Henderson**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Representative Name:

Place:

Date:

Position:

Place:

Date: