

Service Level Agreement

Between

Hello Contract (Pty) Ltd

(hereinafter referred to as the “**Service Provider**”)

and

MacDonalds (Pty) Ltd

(hereinafter referred to as the “**Client**”)

(Collectively the Service Provider and the Client are referred to as the “**Parties**”)

Clause 1 INTRODUCTION

- 1.1 The Client appoints the Service Provider to render the Services described in Clause 5 below.
- 1.2 The Service Provider and the Client have reached agreement on the terms and conditions, regulating the provisions of the 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]

2.3 If the Agreement refers to a party who is liquidated or sequestrated (or has been through a comparable process under a different legal system), then the Agreement will also be applicable to, and binding on, that party's liquidator or trustee, as the case may be.

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.

█ [REDACTED]

█ [REDACTED]

2.7 The use of the word "including" followed by a specific example shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example.

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]
[REDACTED]
[REDACTED]

2.11 The words and phrases in the definitions sections below bear the meanings assigned to them and related expressions bear corresponding meanings.

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**” means [REDACTED] a Company with Registration Number [REDACTED], duly registered in terms of the laws of the Republic of [REDACTED]
[REDACTED]

3.3 “**Commencement Date**” means the date upon which this Agreement comes into effect, being 29 May 2020, irrespective of the date of signature of this Agreement;

3.4 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

3.4.1 Confidential information shall not include information that the Party receiving the information can demonstrate:

- (a) is lawfully in the public domain at the time of disclosure thereof;
- (b) subsequently becomes lawfully part of the public domain by publication or otherwise;

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

3.4.2 The Party receiving the Confidential Information will:

[REDACTED]

[REDACTED]

[REDACTED]

3.4.3 The Party so receiving the Confidential Information may disclose same only pursuant to a requirement or request by operation of law, regulation or court order, but then only to the extent so disclosed and then only in the specific instance and under the specific circumstances in which it is obliged to be disclosed.

[REDACTED]

3.6 “**Intellectual Property**” means the expression and/or representation of an intellectual and/or creative process and includes, but is not limited to, any text, images, data, multimedia, ideas, source code, concepts, know-how, data processing techniques, copyrights, trademarks, logos, patents, designs, inventions, whether registered or not.

[REDACTED]

[REDACTED]

3.9 “**Losses**” means all losses (including, but not limited to, those in respect of injury, damage to physical property or loss of life), liabilities, costs, expenses, fines, penalties, damage, and claims, and all related costs and expenses (including legal fees on the scale as between attorney and own client, tracing and collection charges, costs of investigation, interest and penalties);

3.10 “**Parties**” means the Service Provider and the Client (“**Party**” shall have a corresponding meaning);

3.11 “**Service Provider**” means Hello Contract (Pty) Ltd a Company with Registration Number [REDACTED] duly registered in terms of the laws of the Republic of South Africa, with physical address at [REDACTED]

[REDACTED]

3.12 “**Service Provider’s Associates**” means the Service Provider’s officers, servants, agents, contractors or other persons in respect of whose actions the Service Provider may be held to be vicariously liable;

3.13 “**Service Variation**” means a material change in the Services, at the reasonable discretion of the Service Provider, the process of which is set out in Clause 6 below;

[REDACTED]

[REDACTED]

[REDACTED]

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 SERVICES

[REDACTED]

[REDACTED]

Clause 6 SERVICE VARIATION

6.1 Should there exist a Service Variation determined at the reasonable discretion of the Service Provider, the Service Provider reserves its right to alter the Fees as deemed reasonably necessary by the Service Provider.

[REDACTED]

[REDACTED]

Clause 7 INTELLECTUAL PROPERTY

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

█ [REDACTED]

█ [REDACTED]

Clause 8 SERVICE LEVELS

8.1 The Service Provider hereby undertakes to ensure that the standard of the Services it shall render to the Client in terms of this Agreement shall be in accordance with Clause 5 of this Agreement, and further that such Services shall be performed in a timeous manner.

Clause 9 FEES

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]s expenses in recovering any amounts the Client owes the Service Provider, including legal costs on the attorney and client scale, collection charges and tracing fees, and VAT thereon (if applicable).

Clause 10 TERMINATION

10.1 Either Party to this Agreement may terminate the Agreement in accordance with Clause 15.1.1 below.

█ [REDACTED]

█ [REDACTED]

13.1 Disclaimers and limitation of liability:

13.1.1 To the fullest extent permissible by law, the Service Provider disclaims all warranties, any representations of fitness for purpose of any kind, whether express or implied in respect of the Services and the Client utilises the Services at its own risk.

[REDACTED]

[REDACTED]

13.1.4 The Client irrevocably waives any claims it may have against the Service Provider arising out of, or related to (and agrees not to institute any proceedings in respect of), the Services or this Agreement more than 1 year after the cause of action relating to such claim or legal action arose.

Clause 14 INDEMNITY

[REDACTED]

Clause 15 BREACH

15.1 Subject to any other provision of this Agreement providing for the remedy of any breach of any provision hereof, should either Party (“the Offending Party”) commit a breach of any provision of this Agreement and fail to remedy such breach within 10 days of receiving written notice from the other Party (“the Aggrieved Party”) requiring the Offending Party to do so, then the Aggrieved Party shall be entitled, without prejudice to its other rights in law to -

[REDACTED]

[REDACTED]

Clause 16 DISPUTES

16.1 In the event of any dispute or difference arising between the Parties relating to or arising out of this Agreement, including the implementation, execution, interpretation, rectification, termination or cancellation of this Agreement,

[REDACTED]

[REDACTED]

20.4 No addition to, variation or consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement, or its breach or termination, shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorized representatives.

20.5 For the avoidance of doubt, data messages as defined in the Electronic Communications and Transactions Act No.25 of 2002 shall not constitute "writing" for purposes of this clause, whether such data message includes an electronic signature or not.

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.

20.7 Each undertaking, covenant and agreement in each clause and sub-clause of this Agreement is separate and severable, and in the event that any undertaking, covenant, agreement or other provision contained herein shall be determined to be void or unenforceable or illegal in whole or in part for any reason whatsoever, such invalidity, unenforceability or illegality shall not affect the remaining undertakings, covenants, agreements and provisions hereof which shall remain of full force and effect and binding on all Parties hereto.

[REDACTED]

Hello Contract (Pty) Ltd

MacDonalds (Pty) Ltd

Signature

Signature

Place:

Place:

Date:

Date: