

Writer Service Level Agreement

Between

█

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

and

█

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

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

Clause 1 INTRODUCTION

1.1 The Client appoints the Writer to render the Writing Services described in Clause 5 below.

█ [REDACTED]

Clause 2 INTERPRETING THIS AGREEMENT

2.1 This Agreement contains a number of words and phrases which have specific meanings denoted by such words being capitalised.

2.2 In this Agreement, headings are for convenience only and are not intended to be used to interpret the Agreement.

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

2.6 Where in this Agreement, provision is made for the Parties (or either of them) to agree on or grant approval in respect of any matter, such agreement or approval shall only be valid and binding on the Parties thereto if reduced to writing and signed by the duly authorised representative of such Parties.

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.

█ [REDACTED]

[REDACTED]

[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;

3.7 "Interruption Event" means theft, strike, lock-out, load shedding, blackout, fire, explosion, epidemic, flood, riot, war, accident, act of nature, embargo, legislation, shortage of or a breakdown in transportation facilities, civil commotion, unrest or disturbances, cessation of labour, server downtime, government interference or control, or any other cause or contingency beyond the control of the Party concerned;

[REDACTED]

[REDACTED]

3.10 "Parties" means the Writer and the Client ("Party" shall have a corresponding meaning);

3.11 "Service Variation" means a material change in the Writing Services, at the reasonable discretion of the Writer, the process of which is set out in Clause 8 below;

3.12 "Signature Date" means the date of signature of the last signing Party hereto;

3.13 "Term" means the duration of this Agreement being 1 year from the Commencement Date; and

3.14 "Termination Date" means the date upon which this Agreement is terminated being 31 August 2021;

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

Clause 4 DURATION

4.1 [REDACTED]

Clause 5 THE WRITING SERVICES

5.1 The Writer shall provide the Client with:

█ [REDACTED]

Clause 6 DELIVERY

6.1 [REDACTED]

Clause 7 CHANGES AND REVISIONS TO WORK SUBMITTED BY WRITER

█ [REDACTED]

7.2 The Client may not make any changes or additions to the writings prepared by Writer and may not engage others to do any or all of the foregoing, without acknowledgement being given to the Writer.

Clause 8 SERVICE VARIATION

█ [REDACTED]

8.2 In the above regard, the Writer shall obtain the written consent of the Client to effect any adjustment in Fees in terms of the Service Variation.

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

Clause 9 INTELLECTUAL PROPERTY

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Clause 10 SERVICE LEVELS

10.1 The Writer hereby undertakes to ensure that the standard of the Writing 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 Writing Services shall be performed in a timeous manner.

Clause 11 FEES

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11.5 The Client agrees that it shall pay all of the Writer's expenses in recovering any amounts the Client owes the Writer, including legal costs on the attorney and client scale, collection charges and tracing fees, and VAT thereon (if applicable).

Clause 12 TERMINATION

12.1 Either Party to this Agreement may terminate the Agreement in accordance with Clause Clause 16 below.

12.2 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.

█ [REDACTED]

Clause 13 WARRANTIES

13.1 For each and every writing Writer submits to Client, the Writer represents and warrants that they are the sole author of the work, and the writing:

13.1.1 is the Writer's original work;

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

Clause 14 CONFIDENTIALITY

14.1 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 Writing Services.

█ [REDACTED]

█ [REDACTED]

14.4.1 either Party may make reference to this Agreement, the Parties' identities and a general description of the Writing Services rendered pursuant to and in

16.1.2 claim specific performance of all of the Offending Party's obligations whether or not due for performance, in either event, without prejudice to the Aggrieved Party's right to claim damages.

Clause 17 DISPUTES

17.1 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, the chief executive officers of the Parties or any of their designated officials shall upon request by any Party meet to attempt to settle such dispute or difference, and failing settlement within a period of 7 (seven) business days from such a request, the said dispute or difference shall on demand by any Party be heard in the Magistrates Court in the area where the Writer resides.

[REDACTED]

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

Clause 18 GOVERNING LAW AND JURISDICTION

18.1 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 Writer is domiciled.

Clause 19 INTERRUPTION EVENT

[REDACTED]

19.3 In the event that an Interruption Event exceeds -

19.3.1 20 (twenty) consecutive days, and in the event that alternative Writing 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

19.3.2 3 (three) consecutive months, and in the event that alternative Writing 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 20 DOMICILIUM AND NOTICES

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

[REDACTED]

[REDACTED]

[REDACTED]

20.3 All notices, demands, communications or payments intended for any Party shall be made or given at such Party's domicilium for the time being.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

20.6 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 21 MISCELLANEOUS

21.8 This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

On behalf: █

On behalf: █

Signature

Signature

Representative Name:

Representative Name:

Position:

Position:

Place:

Place:

Date:

Date: