

Graphic Designer Service Level Agreement

Between

Hello Contract (Pty) Ltd

(hereinafter referred to as the "**Service Provider**")

and

[REDACTED]

(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 Graphic Designer to render the Services described in Clause 5 below.

1.2 [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]

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.

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.

[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.

2.9 Any reference to time shall be based upon South African Standard Time.

[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**" means the date upon which this Agreement comes into effect, being the Signature Date hereof;

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.

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

[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

(c) will use the other Party's Confidential Information solely in the exercise of the rights and obligations under this Agreement and for no other purpose.

3.4.3 [REDACTED]

3.5 "**Fees**" means the fees as payable by the Client to the Graphic Designer in respect of the Services rendered as set out in Error: Reference source not found;

3.6 "**Graphic Designer**" means Hello Contract (Pty) Ltd a Company with Registration Number (20020202), duly registered in terms of the laws of the Republic of South Africa, with [REDACTED]

3.7 "**Graphic Designer's Associates**" means the Graphic Designer's officers, servants, agents, contractors or other persons in respect of whose actions the Graphic Designer may be held to be vicariously liable;

3.8 "**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.

3.9 "**Interruption** [REDACTED]

3.10 "**Interrupted Party**" means a Party prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement by reason of an Interruption Event;

3.11 [REDACTED]

3.12 "**Parties**" means the Graphic Designer and the Client ("**Party**" shall have a corresponding meaning);

3.13 "Service Variation" means a material change in the Services, at the reasonable discretion of the Graphic Designer, the process of which is set out in Clause 9 below;

3.14 "Services" mean those Services provided by the Graphic Designer to the Client as set out in Clause 5 below;

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

3.16 "Term" [REDACTED]
[REDACTED]

3.17 "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 the Termination Date unless terminated earlier in accordance herewith.

Clause 5 THE SERVICES

[REDACTED] [REDACTED]
[REDACTED]

[REDACTED] [REDACTED]

Clause 6 FEES

6.1 The Client shall, as consideration for the Services to be rendered by the Graphic Designer in terms of this Agreement, effect payment to the Graphic Designer at an hourly rate of R1000 per hour.

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

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

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

Clause 7 QUALITY OF SERVICES

7.1 The Graphic Designer warrants to the Client that:

█ [REDACTED]

█ [REDACTED]

7.1.3 The Graphic Designer 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.

█ [REDACTED]

█ [REDACTED]

Clause 8 REVISIONS

█ [REDACTED]

█ [REDACTED]

Clause 9 SERVICE VARIATION

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

█ [REDACTED]

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

Clause 10 INTELLECTUAL PROPERTY

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

[REDACTED]

[REDACTED]

Clause 11 **TERMINATION**

11.1 Either Party to this Agreement may terminate the Agreement in accordance with Clause 16.1.1 below.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Clause 13 **CONFIDENTIALITY**

13.1 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 Services.

[REDACTED]

13.3 The Party receiving the Confidential Information shall inform any officer, employee or subcontractor to whom it discloses such Confidential Information, that such information is confidential and shall instruct them to keep it confidential and not to disclose it to any third party (other than those persons to whom it has already been disclosed in accordance with the terms of this Agreement), on the basis that the party disclosing the Confidential Information is responsible for any disclosure, in breach of this clause, by the person to whom it is disclosed.

[REDACTED]

[REDACTED]

[REDACTED]

Clause 14 PROHIBITION ON INTERFERENCE AND SOLICITATION

14.1 Neither Party shall knowingly, for the duration of this Agreement and for a period of one year after this Agreement terminates for any reason, furnish any information or advice to anyone else which results in any staff member or any representative and/or agent of the other Party who was involved in the implementation or execution of this Agreement to terminate his or her employment with that Party and/or any other contractual relationship and/or becoming employed by, or directly or indirectly interested in any manner in, any concern which carries on business, directly or indirectly, in competition with any part, aspect or facet of the business conducted by the other Party.

Clause 15 LIABILITY

15.1 To the fullest extent permissible by law, the Graphic Designer 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]

15.4 The Client irrevocably waives any claims it may have against the Graphic Designer 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.

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██

Clause 16 BREACH

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██

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 submitted to arbitration in Gauteng in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation.

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██

17.3 Nothing herein contained shall be deemed to prevent or prohibit either Party from applying to the appropriate court for urgent relief.

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 Graphic Designer is domiciled.

Clause 19 INTERRUPTION EVENT

19.1 An Interrupted Party shall be relieved of its obligations in terms of this Agreement during the period that the Interruption Event and its consequences continue, only to the extent so prevented, and shall not be liable for any Losses which the other Party may suffer as a result.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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:

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

20.1.2 In respect of the Graphic Designer, as set out in Clause 3.6 above.

20.2 Any Party hereto shall be entitled to change its domicilium from time to time, provided that any new domicilium selected by it shall be an address other than a box number, and shall be in the Republic of South Africa, and any such

change shall only be effective upon receipt of notice in writing by the other Party of such change.

[REDACTED]

[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

21.1 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]

[REDACTED]

21.4 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.

21.5

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.

█ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

21.7

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]

[REDACTED]

[REDACTED]

[REDACTED]

On behalf: Hello Contract (Pty) Ltd

On behalf: [REDACTED]

Signature

Signature

Representative Name:

Representative Name:

Position:

Position:

Place:

Place:

Date:

Date: