

Social Media Influencer Service Level Agreement

Between

[REDACTED]

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

and

Hello Contract (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 Influencer to render the 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.

█ [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 [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:

- (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;
- (c) is or becomes available to the Party receiving such information from a source other than the Party revealing the information, which source was lawfully entitled without any restriction on disclosure to disclose such information to a third party.

3.4.2 [REDACTED]

(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 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.

3.5 [REDACTED]

3.6 "**Influencer**" means Roger Macinfluencer a natural person with Identity Number/Passport Number: (86influencer083), with physical address at 17 Schoongezicht Street, Somerset West, Email Address kyle@ttlaw.co.za, and phone number 0760855301 ;

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

3.8 [REDACTED]

3.9 "**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;

3.10 [REDACTED]

3.11 "**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);

3.12 "**Parties**" means the Influencer 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 Influencer, the process of which is set out in Clause 9 below;

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

3.15 [REDACTED]
[REDACTED] [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]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]

5.2.1 Facebook

5.2.2 Instagram

5.2.3 Youtube.

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]
[REDACTED]

Clause 6 SOCIAL MEDIA POSTINGS

6.1 Before posting, the Influencer will require approval from the Client in respect of each such post. Should the Client not approve a post within 48 (forty eight) hours, the post will be deemed accepted by the Client

[REDACTED] [REDACTED]
[REDACTED]

█ [Redacted]

Clause 7 FEES

█ [Redacted]

█ [Redacted]

█ [Redacted]

7.4 EFT

7.5 Credit Card.

█ [Redacted]

█ [Redacted]

Clause 8 QUALITY OF SERVICES

8.1 The Influencer warrants to the Client that:

█ [Redacted]

█ [Redacted]

█ [Redacted]

8.1.4 the Services and deliverables will be provided in accordance with all applicable legislation from time to time in force, and the Influencer will inform the Client as soon as it becomes aware of any changes in that legislation; and

█ [Redacted]

Clause 9 SERVICE VARIATION

█ [Redacted]

█ [Redacted]

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

Clause 10 MATERIAL DISCLOSURES

█ [Redacted]

Clause 11 INTELLECTUAL PROPERTY

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

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

█ [Redacted]

Clause 12 TERMINATION

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

█ [Redacted]

[REDACTED]

12.3 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 13 CONFIDENTIALITY

13.1 Apart from what is required to be disclosed in terms of MATERIAL DISCLOSURES 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]

13.4.2 either Party shall be entitled in its discretion from time to time to publish and/or to make known to members of the public, including (without limitation) its shareholding, the details of its financial performance, its financial performance forecast and the Party's strategic planning.

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

Clause 17 DISPUTES

█ [REDACTED]

- 17.2 The Parties irrevocably agree that the decision in any arbitration proceedings:
- 17.2.1 will be binding on all of them;
- 17.2.2 will forthwith be carried into effect;
- 17.2.3 may be made an order of any court of competent jurisdiction.

█ [REDACTED]

█ [REDACTED]

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 Influencer is domiciled.

Clause 19 INTERRUPTION EVENT

█ [REDACTED]

█ [REDACTED]

- 19.3 In the event that an Interruption Event exceeds -
- 19.3.1 20 (twenty) consecutive days, and in the event that alternative 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

[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:

[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.

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

20.4.1 on the same day, if delivered by hand;

20.4.2 one day after transmission if sent by email;

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

[REDACTED]

[REDACTED]

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

original and all of which when taken together shall constitute one and the same agreement.



On behalf: Hello Contract (Pty) Ltd

Signature

Place:

Date:

Signature

Representative Name:

Position:

Place:

Date: