

Social Media Marketing Service Level Agreement

Between

James [REDACTED]

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

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 Marketer to render the Services described in Clause 5 below.

█ [REDACTED]

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.

█ [REDACTED]

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**" means [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.

[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.

[REDACTED]

3.5 "Fees" means the fees as payable by the Client to the Marketer in respect of the Services rendered as set out in Clause 7;

3.6 "Marketer" means James [REDACTED]

3.7 "Marketer's Associates" means the Marketer's officers, servants, agents, contractors or other persons in respect of whose actions the Marketer 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 [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 "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;

[REDACTED]

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

6.4 The Marketer will endeavour to ensure that posts do not conflict with the values of the Client and do not portray the Client in a negative way.

Clause 7 FEES

7.1 The Client shall, as consideration for the Services to be rendered by the Marketer in terms of this Agreement, effect payment to the Marketer at a monthly rate of R20000 per month.

█ [REDACTED]

7.3 Payments will be effected by the following method(s):

7.4 EFT.

█ [REDACTED]

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

Clause 8 QUALITY OF SERVICES

█ [REDACTED]

█ [REDACTED]

8.1.2 the Services will conform with all descriptions and specifications provided to the Client by the Marketer;

8.1.3 The Marketer 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 9 SERVICE VARIATION

█ [REDACTED]

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

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

Clause 10 INTELLECTUAL PROPERTY

█ [REDACTED]

█ [REDACTED]

10.3 All right, titles and/or interest attached to or related to Intellectual Property as produced by the Marketer in the course and scope of providing the Services to the Client shall vest in the Client on full payment of the Fees associated therewith.

Clause 11 TERMINATION

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

█ [REDACTED]

11.3 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 12 CONFIDENTIALITY

12.1 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.

12.2 The Party receiving the Confidential Information may disclose same to its officers, employees and subcontractors but only to the extent required for the purposes of the rendering of the Services pursuant to the provisions hereof.

█ [REDACTED]

█ [REDACTED]

12.4.1 either Party may make reference to this Agreement, the Parties' identities and a general description of the Services rendered pursuant to and in terms of this Agreement, unless such information is explicitly and specifically identified as Confidential Information on written notice by either Party to the other; and

█ [REDACTED]

Clause 13 PROHIBITION ON INTERFERENCE AND SOLICITATION

13.1 [REDACTED]ed 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 14 LIABILITY

14.1 To the fullest extent permissible by law, the Marketer 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]

14.4 The Client irrevocably waives any claims it may have against the Marketer 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.

14.5 The Client hereby indemnifies the Marketer and the Marketer's Associates from any Losses, which may arise as a result of the Client's unlawful conduct, wilful misconduct, negligence and/or gross negligence.

Clause 15 BREACH

█ [REDACTED]

15.1.1 terminate this Agreement, provided the breach in question is a breach going to the root of this Agreement; or

15.1.2 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 16 DISPUTES

█ [REDACTED]

16.2 The Parties irrevocably agree that the decision in any arbitration proceedings:

16.2.1 will be binding on all of them;

[REDACTED]

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 Marketer is domiciled.

Clause 18 INTERRUPTION EVENT

18.1 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]

18.3.2 3 (three) consecutive months, and in the event that alternative 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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

19.3 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]

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]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

James [REDACTED]

On behalf: Hello Contract (Pty) Ltd

Signature

Signature

Place:

Representative Name:

Date:

Position:

Place:

Date: