

LETTER OF AGREEMENT FOR SERVICES TO BE RENDERED BY TAKE NOTE

Definitions:

- a. "the Client": shall mean the Client whose details appear in the Schedule.
- b. "Take Note": shall mean Take Note Reputation Management CC.
- c. "the Schedule": shall mean the attached schedule completed by the Client.
- d. "the services": the public relations services and the additional services, if any, to be rendered by Take Note to the Client and as set out in the Schedule.
- e. "the social media services": the general public relations services (as set out in the Schedule) to be rendered by Take Note to the Client to establish, improve, extend and protect the Client's reputation in the market place so as to preserve and perpetuate the Client's reputation and goodwill, but excluding the additional services.
- f. "additional services": the additional services (as set out in the Schedule) that the Client may require Take Note to render, from time to time, which may include but shall not be limited to events planning, events management, corporate gifting, corporate functions, photography and marketing projects.
- g "the fees" the monthly retainer fee, the once off upfront project fee (as set out in the schedule) and/or the additional fees, being the monthly fee, once off upfront project fee and/or additional fees payable by the Client to Take Note in respect of any services (including public relations services and/or social media services) to be rendered by Take Note to the Client.
- h. "additional fees" the agreed fees payable by the Client to Take Note in respect of additional services.
- i. "disbursements": all third-party supplier costs, arising out of or in connection with the services, as supported by written quotes or invoices or applicable supporting documents.

This document describes the terms under which Take Note Reputation Management will provide the services to the Client and serves as the contract between the parties. The services (including the public relations services, additional services and/or social media services) to be rendered by Take Note to the Client shall be governed by the following terms and conditions:

1. Take Note shall render the services to the Client as an independent contractor and not as an employee or agent of the Client;
2. The Client shall pay the fees and disbursements via electronic funds transfer into Take Note's bank account (as specified in the Schedule) or any other bank account nominated in writing by Take Note from time to time. The Client shall pay all fees and disbursements to Take Note without deduction, set-off, exchange or bank charges, according to the service as per the attached Schedule.
3. Payment shall be made by the Client in advance for the services being rendered.
4. In the event that the Client requires Take Note to render any additional services, then additional fees will be payable by the Client to Take Note, subject to the following:
 - a. the additional fees shall be agreed, in writing, between the parties before Take Note renders the additional services;
 - b. 50% of the additional fees shall be paid by the Client to Take Note at least 3 calendar days before Take Note will be required to commence the additional services; and,
 - c. the remaining balance of the additional fees shall be paid by the Client to Take Note on the completion of the additional services and within 10 calendar days of presentation of a tax invoice.
5. The Client shall make payment to Take Note of all disbursements incurred by Take Note within 10 calendar days of presentation of a tax invoice, provided that Take Note shall not incur any one

disbursement in excess of the maximum amount which appears in the Schedule, without the prior written consent of the Client;

6. All invoices and statements rendered by Take Note, shall be delivered to the Client by email or fax to the email address or fax number of the Client which appears in the Schedule.
7. In the event that any payment due by the Client to Take Note is not made on the due date, Take Note shall be entitled to claim interest from the Client on all overdue amounts at the maximum rate permissible, as prescribed from time to time.
8. Take Note shall:
 - a. devote the number of hours which appears in the Schedule to render the social media services (if applicable) to the Client;
 - b. perform the services in a manner and of a quality that persons are generally entitled to expect;
 - c. timely perform and/or complete the services or timely notify the Client of any unavoidable delays in rendering the services;
 - d. act in good faith and in the best interest of the Client and use its reasonable endeavors to render the services;
 - e. not disclose any confidential information obtained in respect of the Client to any third party without the Client's consent, except where Take Note is required to do so by law;
 - f. under no circumstances be liable for any loss or damage of any nature whatsoever and howsoever, arising (other than specifically provided for in this agreement), whether consequential or otherwise and whether direct or indirect and whether caused by the negligent act or omission or otherwise of Take Note, subject to the rights of the Client (provided that the Client is a Consumer) under the Consumer Protection Act;
 - g. not process any personal information (as defined in the Protection of Personal Information Act - "POPIA") for any reason or purpose whatsoever, unless such is being done in compliance with POPIA.

9. The Client's sole remedy against Take Note in respect of Take Notes' failure to perform to the standards required herein, shall be limited to require Take Note to remedy the defect or to claim a reasonable reduction in the fees or the additional fees.

10. The Client shall not have any other claim, for damages or otherwise, and/or remedies against Take Note arising from this agreement and the services to be rendered by Take Note to the Client, apart from remedies stated in clause 9 above.

11. Take Note gives no warranties or guarantees of any nature whatsoever as to the suitability, quality or availability of the services whether in terms of common law, implied or otherwise.

12. Should a party breach this agreement and fail to remedy such breach within 20 calendar days, after written notice has been given to it to remedy the breach, then the aggrieved party may:

- 12.1. enforce this agreement; and/or
- 12.2. recover damages subject to the terms and conditions set out herein.

13. The aggrieved party shall be entitled to, but shall not be obliged, to institute any legal action against the defaulting party, in a Magistrates' Court of competent jurisdiction, notwithstanding the fact that the amount involved in such action may be beyond the jurisdiction of the Magistrates' Court.

14. In the event that the aggrieved party instructs an attorney or debt collector to enforce its rights, as a result of a breach of these terms and conditions by the other party, the defaulting party shall pay the aggrieved party's legal costs including collection commission, tracing fees and all other disbursements, fees and costs on an attorney and client scale.

15. The Client chooses its addresses and e-mail address as set out in the Schedule for the receipt of any notices or documents in terms of this agreement,

including any documents that may be issued by a court of law.

16. Neither party shall be in breach of this agreement, where the inability to comply with any obligation (excluding the obligation to make payment) is caused by Force Majeure. Force Majeure shall include, but is not limited to war, riots, civil commotion, natural physical disaster, national or provincial lockdown, pandemic, strike or industrial action by either Party's employees, any action by government or public authority, and any other circumstances wholly beyond the control of the parties.

17. No variation, extension or termination of or addition to this agreement shall be of any force or effect unless reduced to writing and signed on behalf of the parties.

18. No failure on the part of a party to exercise, and no delay by a party in exercising, any right under this agreement will operate as a waiver of that right, nor will any single or partial exercise of any right under this agreement preclude any further or other exercise of that right nor act to the exclusion of any other right.

19. No extension of time, relaxation or indulgence which either party may grant to the other shall constitute a waiver of any of the rights of that party.

20. The Client shall not be entitled to cede, assign or sub-contract its rights and obligations under this agreement to any person without Take Note's prior written consent.

21. No party shall be bound by any express or implied term, representation, warranty, promise or the like not expressly recorded in this agreement. This document constitutes the sole record of the agreement between the parties on this subject.

22. All Schedules to this agreement are incorporated and form an integral part of this agreement.

The expiration, cancellation or termination of this agreement shall not affect such of the provisions of this agreement, which by their nature, will survive the expiration, cancellation or termination of this agreement.

24. Each of the provisions of this agreement shall be considered as separate terms and conditions and in the event that the contents of this agreement is affected by any legislation or any amendment thereto, or if the provisions contained herein are by virtue of that legislation or otherwise, held to be illegal, invalid, prohibited or unenforceable, then any such provisions shall be ineffective only to the extent of the illegality, invalidity, prohibition or unenforceability and each of the remaining provisions hereof shall remain in full force and effect.

25. This Agreement shall be interpreted according to and governed in all respects by the law of the Republic of South Africa.