

TAKE NOTE REPUTATION MANAGEMENT AGREEMENT

This Agreement ensures full compliance with the South African law, including the Consumer Protection Act (CPA), the Protection of Personal Information Act (POPIA), the Electronic Communications and Transactions Act (ECTA) and the National Credit Act (NCA).

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context indicates otherwise, "Client" means the party whose details appear in Annexure A. "Take Note" means Take Note Reputation Management CC. "Services" means the marketing, communications, public relations, social media and reputation management services to be rendered by Take Note. "Fees" means the monthly retainer, project fees and any additional charges payable by the Client.

This Agreement is governed by the laws of the Republic of South Africa and terms must be interpreted accordingly.

2. SCOPE OF SERVICES

Take Note provides strategic marketing, brand management, public relations social media and reputation management services, including but not limited to brand strategy, corporate communication, social media management, content creation, event planning and campaign coordination. Any service outside the agreed scope will be quoted and approved in advance.

Take Note shall comply with all applicable South African legislation including the CPA and POPIA.

3. FEES AND PAYMENT TERMS

Fees are payable in advance or as specified in the estimate. All payments must be made via EFT into Take Note's nominated account. Late payments may attract interest at the maximum rate permitted under the National Credit Act (NCA). No deductions or set offs may be applied by the Client.

In the event of non-payment, Take Note reserves the right to suspend services until accounts are settled in full.

4. TERM AND TERMINATION

This Agreement shall continue until terminated by either party with written notice. During the first year, one full calendar month's notice is required; thereafter, two full calendar months' notice is required. The Client remains liable for all fees up to the effective termination date.

No termination shall relieve either party from accrued obligations or liabilities prior to termination.

5. CONFIDENTIALITY AND DATA PROTECTION

Both parties shall treat as confidential all proprietary or sensitive information obtained during this Agreement. Take Note shall comply with the Protection of Personal Information Act, 2013 (POPIA) when processing any personal information. Data may be stored on secure third-party platforms such as Google Drive, Microsoft 365 and Meta Business Suite.

Clients consent to the secure storage and lawful processing of data in accordance with POPIA.

6. PERFORMANCE AND GOOD FAITH

Take Note shall perform the Services with due care, skill, and diligence and in good faith. Marketing and communications outcomes are dependent on external factors and cannot be guaranteed. Take Note will use reasonable endeavours to achieve the Client's objectives within agreed timeframes.

7. LIMITATION OF LIABILITY

Take Note, its members, employees, and contractors shall not be liable for any indirect, consequential, or special damages, including loss of profit, goodwill, or data. The maximum aggregate liability for any claim shall not exceed one month's retainer fee.

Updated for South African contract law context and CPA fairness compliance.

8. DISPUTE RESOLUTION

Any dispute arising out of or relating to this Agreement shall first be referred to mediation. If unresolved within 15 business days, either party may refer the dispute to arbitration in accordance with the rules of the Arbitration Foundation of South Africa (AFSA) or to a competent court of jurisdiction within the Republic of South Africa.