

**AGREEMENT FOR THE PROVISION OF SERVICES BY A SERVICE PROVIDER
TO NEURO THESIS FOR THE ONLINE COMMUNITY**

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1. RECORDAL

1.1 Neuro Thesis owns and operates several internet-based brands and websites that allow Services to be marketed and sold online to Clients.

1.2 The Service Provider intends for its Services to be sold via Neuro Thesis' website/s and communities according to the terms and conditions contained herein.

1.3 Now therefore the Parties agree to the terms set out below.

2 DEFINITIONS

2.1 In this Agreement the following terms shall have the meanings assigned to them hereunder:

2.1.1 "Agreement/Terms" means the terms contained herein and any amendments hereto;

2.1.2 "Online Agreement" means the agreement entered into between Neuro Thesis and The Service Provider which briefly sets out the revenue share, costs, deposits and details of the service provider, which refers to this agreement as the terms of the Agreement and is called the, "Agreement for the Provision of Services by a Service Provider to Neuro Thesis for the Online Community" with online link:
<https://zfrmz.eu/mnFSu6f1mF6jZLDUcA8p>

2.1.3 "Business Day" means any day on which normal business is conducted and excludes Saturdays, Sundays and public



holidays in the Republic of South Africa;

2.1.4 “Commencement Date” means the Commencement Date as indicated at on the online agreement “Agreement for the Provision of Services by a Service Provider to Neuro Thesis for the Online Community” with online link: <https://zfrmz.eu/mnFSu6f1mF6jZLDUcA8p>;

2.1.5 “Client” means Neuro Thesis Client/s who make use of the Website and who may make purchases of Service Sessions via the Website;

2.1.6 “Confidential Information” means the content of this Agreement, all the information and data acquired in connection with or for the purposes of this Agreement and any information that is not publicly available to third-parties;

2.1.7 “Electronic Signature” means an electronic signature as defined in the Electronic Communications and Transactions Act 25 of 2002 (“ECTA”) that complies with section 13(3) of ECTA and shall include, but not be limited to, a signature created by the use of a stylus/ finger or the dragging of a mouse and an electronic copy of a wet-ink signature;

2.1.8 “Neuro Thesis” means Neuro Thesis (Pty) Ltd, with registration number 2022/574462/07, a private company incorporated in terms of the laws of the Republic of South Africa, and with its registered address at 42 Keerom Street, Cape Town South Africa;

2.1.9 “Parties” means both Neuro Thesis and the Service Provider, and “Party” means either Neuro Thesis or the Service Provider;



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- 2.1.10 "Service Provider" means the Service Provider as described on the online agreement "Agreement for the Provision of Services by a Service Provider to Neuro Thesis for the Online Community" with online link: <https://zfrmz.eu/mnFSu6f1mF6jZLDUcA8p>;
- 2.1.11 "Service Session" means a one-hour timeslot during which the Service Provider will be available to perform the Services, and "Service Sessions" means two or more one-hour timeslots during which the Service Provider will be available to perform the Services;
- 2.1.12 "Services" means the Services offered by the Service Provider and described on the online agreement "Agreement for the Provision of Services by a Service Provider to Neuro Thesis for the Online Community" with online link: <https://zfrmz.eu/mnFSu6f1mF6jZLDUcA8p>;
- 2.1.13 "Products" means the Products offered by the Service Provider and described on the online agreement "Agreement for the Provision of Services by a Service Provider to Neuro Thesis for the Online Community" with online link: <https://zfrmz.eu/mnFSu6f1mF6jZLDUcA8p>
- 2.1.14 "Third-party Applications" means applications and websites run by third-party service providers that Neuro Thesis and/or the Service Provider uses to: store data; conclude agreements; and otherwise aid in the delivery of services and products to its Clients;
- 2.1.15 "Website" means a website found at any one of the following



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web addresses: www.neurothesis.com; www.brinntomes.com;
www.famologi.com; www.dadologi.com; www.momologi.com;
www.kidologi.com; www.soulfamilycommunity.com;
www.soulfamilycommunity.com; or any other URL owned or
controlled by Neuro Thesis that connects it to the public;

2.1.16 "Community" means an online website portal and mobile app run by third-party service providers that Neuro Thesis and/or the Service Provider uses to: deliver services and products to its Clients;

2.1.17 "Sales Funnel" mean an online webpage/s that Neuro Thesis and/or the Service Provider uses to: collect clients' data and /or payments from clients for a service and/or product;

2.1.18 "Membership Fee" means a monthly subscription fee charged in USD (Dollars) to clients to have access to the exclusive community;

2.1.19 "Community Space" means a dedicated space, which refers to a space on the website or application, within the community to offer one-on-one coaching services, group coaching services, books, e-books, programs, offers, posts around their services and products of the Service Provider;

2.1.20 "Service Session Recording" means a recorded video of the service session wherein the Service Provider has been granted permission by clients to record such service session by way of signature to ensure that there is a record of such session for accountability and to avoid liability claims against the community.

2.2 Unless the context otherwise requires:

- 2.2.1 when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday in South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday in South Africa;
- 2.2.2 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 2.2.3 the rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply;
- 2.2.4 any reference in this Agreement to a party shall, if such party is liquidated or sequestrated, be applicable also to and binding upon that party's liquidator or trustee, as the case may be; and
- 2.2.5 the headings of the clauses in this Agreement are inserted for convenience and reference only and shall not affect the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof.

3 THE SERVICES OF THE SERVICE PROVIDER

- 3.1 The Services to be provided by the Service Provider are described at on the online agreement "Agreement for the Provision of Services by a Service Provider to Neuro Thesis for the Online Community" with online link: <https://zfrmz.eu/mnFSu6f1mF6jZLDUcA8p>.

- 3.2 On signature of the online agreement, both parties shall combine their marketing efforts to promote the Service Provider within the community, the community services and to promote all Service Providers clients' to join the community.
- 3.3 Each new community client that joins through the Service Providers' Sales Funnel will be uniquely tagged as the Service Providers' client.
- 3.4 The Service Provider will provide the community with the following:
 - 3.4.1 The Service Provider shall produce and publish two weekly pieces of content that is educational and designed to facilitate learning and empowerment within the community. This content will not merely serve as promotional material but is intended to contribute meaningful value and support to the community members.
 - 3.4.2 The Service Provider is required to participate in one weekly scheduled podcast to share their expertise and educational insights, respond to community inquiries, and utilize the opportunity to promote their additional services within the community. This engagement is designed to further enrich the community's knowledge base while also allowing for the promotion of the Service Provider's comprehensive service offerings.
 - 3.4.3 The Service Provider must ensure the following requirements



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are met to guarantee the highest quality of video for the podcast:

- 3.4.3.1 Adequate lighting to ensure the video is of a high quality for the viewers;
 - 3.4.3.2 Headphones that are either fully charged (if wireless) or connected via wire to ensure uninterrupted audio;
 - 3.4.3.3 A functioning camera with a clean lens to provide a clear visual feed;
 - 3.4.3.4 High-quality audio input, utilizing a well-functioning microphone. Bluetooth headphone microphones may be used only if they offer superior audio quality and are sufficiently charged for the duration of the podcast;
 - 3.4.3.5 For participants using a laptop, a working power cord is essential, and the laptop must be plugged in throughout the duration of the podcast to avoid any power interruptions.
- 3.5 Neuro Thesis will then provide The Service Provider with the edited footage of the podcast which the Service Provider will then post these videos as per their own content strategy.
- 3.6 The Service Provider will then tag the other community Service Providers on the social media posts so that the videos can



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collectively be more visible to each other's audiences.

- 3.7 The Service provider is required to offer one free pre-recorded course and/or program which will be uploaded to the course and/or resources module available to the community.
- 3.8 The Service Provider will be allocated a dedicated "Community Space" to offer all their products and services;
- 3.9 The Services will take place virtually unless otherwise agreed in writing.
- 3.10 The Service Provider will adhere to the following for the Scheduled Service Session services to uphold the integrity of the community & it's standards:
 - 1
 - 3.10.1 The Service Provider will be present at each scheduled Service Session and shall provide each Client with high-quality Services, including relevant advice and recommendations where necessary;
 - 3.10.2 Service Sessions will begin at the scheduled time. The Service Provider hereby undertakes to starting and finishing each Service Session on time;
 - 3.10.3 If a Client is more than 15 minutes late for a Service Session, the Service Session is deemed to have been cancelled by the Client, and the Client will not receive a refund for that Service Session;

3.10.4 If a Service Provider is more than 5 minutes late for a Service Session, the Service Session is deemed to have been cancelled by the Service Provider, and the Service Provider will forfeit their entitlement to be paid for that Service Session;

3.10.5 Service Sessions must be conducted with respect, strict confidentiality and free from judgement;

3.10.6 The Service Provider will refer the Client to a licensed therapist or medical professional if the Service Provider believes that the Client needs further professional assistance. The Service Provider will make a note of this referral with the time and date of the Service Session in which the Client was referred;

3.10.7 Service Sessions are not to be conducted as a substitute for counselling, psychotherapy, psychoanalysis, mental health care, family therapy or medical treatment and must not be given in place of any form of diagnosis, treatment, or therapy.

3.11 Neuro Thesis offers Clients the opportunity to review the Services and Products on the Website. Neuro Thesis will evaluate these reviews and may publish them but reserves the right to delete ratings and reviews.

3.12 At Neuro Thesis's discretion, it may provide the Service Provider with analytics about the performance of the Services and make recommendations for the improvement of the Services.

4 THE SERVICES OF NEURO THESIS

4.1 Neuro Thesis will supply the Service Provider with the following services:

4.1.1 A Sales Funnel for their clients to complete to join the community;

4.1.2 A dedicated space within the community for the Service Provider to offer it's services & products;

4.1.3 Draft Content Strategy together with the Service Provider for the community posts;

4.1.4 Help the Service Provider with the Scheduling and posting of it's weekly posts;

4.1.5 Send a message to the Service Providers marketing lists for the purpose of driving them to the Service Providers Sales Funnel for possible conversion into monthly paying clients;

4.1.6 Message Management within the Community on behalf of the Service Provider directing clients to the Service Providers Services and Podcast for further information;

4.1.7 Organisation and management of the Podcast;

4.1.8 Neuro Thesis will collect, manage and report on the list of clients



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and the payments received through the Service Providers sales funnels;

4.1.9 Supply the Service Provider with monthly reports and payment less any agreed fees.

4.1.10 Neuro Thesis will use the podcast videos to create social media videos that will be posted on it's social media and to tag the other community service providers as well as the edited videos will be supplied to the Service Provider to use for it's own purposes.

5 CANCELLATION OF SERVICE SESSION

5.1 Any cancellations or changes to Service Sessions must be communicated by providing 24 hours' written notice of the intended cancellation or change.

5.2 A Client shall not receive a refund of the purchase price paid for a Service Session if they cancel a Service Session less than 24 hours prior to the starting time of such Service Session.

5.3 The Service Provider shall forfeit any fee it may be entitled to for a scheduled Service Session if the Service Provider cancels such Service Session at any time after such Service Session was booked.

6 THE SERVICE PROVIDER'S OBLIGATIONS AND AUTHORISATIONS

6.1 The Service Provider acknowledges that the relationship between:

Neuro Thesis (Pty) LTD
2022/574462/07
www.neurothesis.com

- 6.1.1 The Clients and Neuro Thesis; and
- 6.1.2 The Clients and the Service Provider,
- 6.1.3 is governed by a Privacy Policy and the general Terms and Conditions that are available on the Website.
- 6.2 The Service Provider authorises Neuro Thesis, by virtue of this Agreement, to market and sell Services and Products on the Website to Clients on behalf of the Service Provider. The Service Provider further authorises Neuro Thesis to divulge data and information about the Service Provider on its Website to the extent required for marketing the Services and Products.
- 6.3 The Service Provider is responsible for setting the price of a Service Session, which price shall be displayed on the Website.
- 6.4 The Service Provider authorises Neuro Thesis to accept binding sales of the Service Sessions and Products on its behalf, which sales shall be communicated to the Service Provider.
- 6.5 The Service Provider shall provide a detailed description of the Services and Products and all relevant and necessary information to Neuro Thesis before Neuro Thesis displays the Services on the Website. This includes, but is not limited to, a detailed title and subtitle, prices, and description of the Services.
- 6.6 The Service Provider grants Neuro Thesis the perpetual right to use, reproduce, modify, adapt, publish, translate, and create other content and distribute the content that the Service Provider provides to describe the Services.
- 6.7 The Service Provider may only contact their own clients directly and



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does not have the right to contact other community Clients directly unless the client has agreed in writing.

6.8 The Service Provider shall not send advertising or promotional emails to a Client without the prior consent of Neuro Thesis and such Client.

6.9 The Service Provider must adhere to its range of Services, Products and prices as advertised.

6.10 The Service Provider is required to be an active member in the building of the community by growing the community and their clients through their funnel and adheres to the membership targets as stipulated by Neuro Thesis in order to keep to the growth strategy of the community for all the coaches concerned and for Neuro Thesis to be able to recoup the capital investment outlaid for the Service Provider to be able to benefit from the website:

6.10.1 is given 30 days from Commencement Date of the agreement to acquire 7 paying clients who are actively paying their monthly subscription fees for access to the community;

6.10.2 is to increase their monthly subscriptions each month with a minimum of 5 clients;

6.10.3 is given 6 months from the Commencement Date of the agreement to acquire 50 paying clients who are actively paying their monthly subscription fees for access to the community.

6.11 After 6 months, The Service Provider is required to have a minimum



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of 50 paying members at all times.

6.12 Each Service Provider chooses a specific category and gender to market to and service within the community as Agreed on the Online Agreement to avoid conflict or competition with other Service Providers within the community.

6.13 Professional Conduct and Integrity:

6.13.1 The Service Provider acknowledges and agrees that their role within the community extends beyond the provision of services to individual clients. As a representative of the community, the Service Provider is expected to uphold the highest standards of professionalism, integrity, and ethical behavior at all times. In order to maintain the reputation and integrity of the community, the Service Provider shall adhere to the following guidelines:

6.13.2 Professionalism: The Service Provider shall conduct themselves with professionalism in all interactions with clients, fellow coaches, administrators, and members of the community. This includes but is not limited to maintaining a courteous and respectful demeanor, adhering to agreed-upon schedules, and communicating promptly and effectively.

6.13.3 Ethical Behavior: The Service Provider shall adhere to ethical standards in the delivery of services, ensuring that all interactions with clients are conducted with honesty, transparency, and integrity. This includes respecting client confidentiality, avoiding conflicts of interest, and refraining from engaging in any behavior



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that may compromise the trust or well-being of clients or the community.

6.13.4 Compliance with Community Guidelines: The Service Provider shall familiarize themselves with and abide by all rules, regulations, and guidelines established by the community. This includes but is not limited to adhering to community policies on professional conduct, client relations, and communication protocols.

6.13.5 Positive Contribution: The Service Provider shall strive to contribute positively to the community, fostering a supportive and inclusive environment for all members. This includes actively participating in community events, offering assistance and support to fellow coaches and members, and promoting the values and objectives of the community in their interactions.

6.13.6 Conflict Resolution: In the event of any conflicts or disputes arising within the community, the Service Provider agrees to handle such matters professionally and constructively, seeking resolution through open communication, mediation, or other appropriate channels. The Service Provider will also notify Neuro Thesis immediately should there be any conflict or disputes with the the Service Session recording and any other details for Neuro Thesis to review. The Service Provider shall refrain from engaging in behavior that may escalate or exacerbate conflicts within the community.

6.13.7 Professional Development: The Service Provider acknowledges the importance of ongoing professional development



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and commits to enhancing their skills, knowledge, and expertise in their respective field(s). This may include pursuing additional training, certifications, or continuing education opportunities to better serve clients and contribute to the community.

6.13.8 Representation of the Community: The Service Provider understands that their actions and behavior reflect not only on themselves but also on the reputation and image of the community as a whole. As such, the Service Provider agrees to conduct themselves in a manner that upholds the values, mission, and objectives of the community and avoids any actions or behavior that may tarnish its reputation.

6.13.9 The Service Provider acknowledges that failure to adhere to the above guidelines may result in but not limited to suspension or termination of their role within the community.

7 PAYMENT AND TAXES

7.1 All fees are agreed to in writing by way of the the Online Agreement and may be subject to change. If there are such changes, Neuro Thesis will together with the Service Provider agree to and create a new Online Agreement;

7.2 System Fees are charged by third party software's, that are to be covered by the Service Provider as agreed to on the Online Agreement.

7.3 Neuro Thesis's fee/commission:

7.3.1 Neuro Thesis's fee/commission for operational management of the community on the Service Provider's behalf is set out in the

Online Agreement;

7.3.2 The amount to be charged is based on the number of active paying members the Service Provider has at the time of the statement generation on the 25th of each month.

7.3.3 The amount charged is based on the following incentive:

7.3.3.1 Tier 1 - When the Service Provider has 0 to 50 active clients paying their memberships Neuro Thesis will charge the service provider 70% of the gross revenue earned from memberships.

7.3.3.2 Tier 2 - When the Service Provider has 51 to 100 active clients paying their memberships Neuro Thesis will charge the service provider 50% of the gross revenue earned from memberships.

7.3.3.3 Tier 3 - When the Service Provider has 101 to 225 active clients paying their memberships Neuro Thesis will charge the service provider 40% of the gross revenue earned from memberships.

7.3.3.4 Tier 4 - When the Service Provider has 226 and above active clients paying their memberships Neuro Thesis will charge the service provider 25% of the gross revenue earned from memberships.

7.3.4 The fee/commission percentage shall exclude VAT and VAT shall therefore be added to the commission amount on Neuro Thesis' Invoices.

7.4 Additional Service Charges:

7.4.1 Neuro Thesis offers additional products and service to coaches and these additional products and services will be



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presented and agreed to in writing should the Service Provider wish to make use of and proceed with them.

7.5 Neuro Thesis will distribute and market the content created for the website/s and community by the Service Provider on through a variety of channels. Should this content created for the website/s and communities generate any additional revenue, Neuro Thesis will share 50% of the net profit.

7.6 Neuro Thesis' invoicing and payment to the Service Provider:

7.6.1 Neuro Thesis shall provide the Service Provider, by the 25th of every month, with:

7.6.1.1 An Account Statement which shall include, among other things, the details of the Service Sessions sold, the quantity sold, the amount the Service Sessions were sold for, the amount of VAT charged; and

7.6.1.2 A tax invoice for Neuro Thesis's commission earned during the preceding month.

7.6.2 Neuro Thesis shall settle the balance between the total amount due to the Service Provider as per the Account Statement and Neuro Thesis's tax invoice for commission and any other costs as agreed, within one month from month-end of the period described in the Account Statement.

7.6.3 The Service Provider shall furnish Neuro Thesis with an original letterhead, with the correct bank account details signed by an authorised signatory, which shall act as the agreed bank account into which payments shall be made.

7.6.4 Neuro Thesis shall pay all amounts owing into the bank account nominated by the Service Provider by electronic funds transfer.

7.6.5 It is specifically recorded that it is the Service Provider's responsibility to declare VAT on sales reflected in the Account Statement.

7.6.6 Each Party shall be responsible for the settlement of its respective tax obligations which arise from any transaction in relation to this Agreement.

8 GENERAL ACKNOWLEDGMENTS

8.1 The Parties acknowledge and agree that Neuro Thesis has the right to amend/modify the general Terms and Conditions on the Website at any time and without providing any justification therefor. In this case, Neuro Thesis will furnish the Service Provider with notice of intended amendments/modifications via email at least three (3) Business Days before making the changes. If the Service Provider does not object to these amendments/modifications in writing within three (3) Business Days of delivery of the notice, the changed Terms and Conditions will be considered accepted by the Service Provider.

8.2 The Parties acknowledge and agree that Neuro Thesis may carry out changes to the Website and its policies without notice to the Service Provider.

9 INDEPENDENT CONTRACTOR

9.1 The Service Provider is acting herein as an independent contractor. The Service Provider will not be considered or deemed as an employee or partner of Neuro Thesis. The Service



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Provider's personnel will not be considered employees of Neuro Thesis, will not be entitled to any benefits that Neuro Thesis grants its employees and will have no authority to act on Neuro Thesis's behalf.

10 REPRESENTATION AND WARRANTIES

10.1 The Service Provider represents and warrants that:

10.1.1 he/she will perform the Services to the best of his/her abilities;

10.1.2 he/she has the necessary skills, qualifications, expertise and experience to perform the Services;

10.1.3 he/she owns all intellectual property, or has the necessary licenses, rights, consents and permissions in connection with the Services and has the authority to authorise Neuro Thesis to market and sell the Service Sessions on the Service Provider's behalf;

10.1.4 the intellectual property relating to the Services does not and will not infringe any rights of third parties;

10.1.5 as at the date of this Agreement, the Service Provider is not aware of any claim for infringement of intellectual property rights or the breach of any obligation of confidence arising out of the sale of the Services; having made reasonable investigations in this regard, and will immediately notify Neuro Thesis should such a claim arise;

10.1.6 he/she has the right, power and authority to enter into and perform its obligations in accordance with this Agreement;

10.1.7 all information relating to the Services provided to Neuro Thesis

is true and correct;

10.1.8 he/she has established compliance with the Protection of Personal Information Act 4 of 2013 (“POPI”) for the provision of the Services, including but not limited to:

10.1.8.1 adequate security measures for the processing of Client personal information;

10.1.8.2 responsible information processing practices in line with the POPI Act; and

10.1.8.3 a high standard of confidentiality relating to Client personal information.

10.1.9 all corporate and other necessary actions have been taken to authorise the signing and performance of this Agreement;

10.1.10 this Agreement is valid and legally binding on the Service Provider;

10.1.11 he/she has no criminal record and has no current criminal charges or investigations against him/her;

10.1.12 the Services will be fit for the purpose for which it is generally intended.

11 LIABILITY

11.1 The Parties acknowledge and agree that Neuro Thesis does not guarantee the quality of the Services.

11.2 Neuro Thesis shall not be held liable for, and the Service Provider



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hereby indemnifies Neuro Thesis against, any third-party claims or demands, including (but not limited to) claims for personal injury, death, costs, loss, damages (whether direct or indirect) and/or expenses (including any legal expenses) howsoever arising, whether arising in contract or delict or otherwise, relating to: the Services; the Service Provider's conduct (acts or omissions) in respect of the Services; the Service Provider's violation of any applicable laws or regulations; and/or the Service Provider's breach of any representation or warranty contained in this Agreement.

11.3 Neuro Thesis and/or the Service Provider may use Third-party Applications in order to store data, adhere to this Agreement, or aid in the provision of the Services. The Service Provider hereby confirms that it has read and understood the terms and conditions applicable to these Third-party Applications and undertakes that it shall adhere to these terms and conditions where applicable.

11.4 Neuro Thesis makes no representations or warranties in relation to the Third-party Applications and the Service Provider hereby waives any claims it may have against Neuro Thesis in connection with the Third-party Applications, including (but not limited to) claims for costs, loss, damages (whether direct or indirect) and/or expenses (including any legal expenses) howsoever arising, whether arising in contract or delict or otherwise.

11.5 Neuro Thesis does not make any representations or warranties that the liable for, and the Service Provider hereby waives any and all claims against Neuro Thesis, including (but not limited to) claims for costs, loss, damages (whether direct or indirect) and/or expenses (including any legal expenses) howsoever arising, whether arising in contract or



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delict or otherwise, relating to any harm it may suffer in connection with: Website will always be in working order. Neuro Thesis shall not be held

11.5.1 the interruption of the Website connection because of maintenance operations or refreshing information published;

11.5.2 any Client's/ the Service Provider's inability to have access to the Website due to any technical problems;

11.5.3 any hack of the Website;

11.5.4 any malfunction of the Website.

11.6 VAT liability for the Service Sessions sold rests with the Service Provider.

11.7 Neuro Thesis does not guarantee any commercial results to the Service Provider concerning the Services on the Website. For clarity, Neuro Thesis makes no representations that its Clients will purchase Service Sessions via the Website.

12 CONFIDENTIALITY

12.1 Neuro Thesis protects the privacy and confidentiality of all communications with its Clients and the Service Provider hereby agrees that they will at no time divulge to any third-party details regarding the relationship between themselves and a Client, or any information in relation to a Client, without written permission from that Client.

13 INTELLECTUAL PROPERTY

13.1 The content that the Service Provider may access on or through



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the Website, including, but not limited to, any text, graphics, photos, software, and interactive features, may be protected by copyright or other intellectual property rights owned by Neuro Thesis or a third-party licensor. The Service Provider hereby agrees not to copy, reproduce, upload, republish, transmit, create derivative works of, publicly perform, modify, use, or distribute any content on the Website in any way without prior express written permission of Neuro Thesis.

- 13.2 For the purposes of this Agreement, the Parties acknowledge and agree that Neuro Thesis has the right to utilise the Service Provider's name, logos, trademarks, and intellectual property rights by several means and forms for marketing purposes and to disclose its relationship with the Service Provider.
- 13.3 The trademarks, design marks, service marks and logos used and displayed on the Website are Neuro Thesis's trademarks and intellectual property. Other product and service names located on the Website may be trademarks or service marks owned by third parties. Nothing on the Website or in this Agreement should be construed as granting by implication, estoppel, or otherwise, any license or right to use any trademarks, design marks, service marks and logos displayed on the Website without the prior express written consent of Neuro Thesis. The Service Provider may not use the trademarks, design marks, service marks and logos to disparage Neuro Thesis or the applicable third party or, using commercially reasonable judgment, use them in any way that may damage any goodwill in the trademarks, design marks, service marks and logos.



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- 13.4 Products, Courses & Coaching Programs that been created prior to this agreement solely by the Service Provider remain the ownership of the content creator.
- 13.5 Content, Products and Services created for the website/s and communities or in collaboration with other Service Providers for the Community remain the ownership of Neuro Thesis.

14 TERM AND TERMINATION

- 14.1 This Agreement shall endure from the Commencement Date until the Termination by either party as per the below clauses.
- 14.2 Notwithstanding the above, either Party may terminate this Agreement by delivering a 30 (thirty) calendar day notice of termination to the other Party. The rights and obligations generated during this notice period are still subject to the terms and conditions of this Agreement.
- 14.3 Neuro Thesis may terminate this Agreement immediately on written notice to the Service Provider:
- 14.3.1 If the Service Provider fails to satisfy a minimum level of operational performance, as provided for below in paragraph 14.5, to provide a satisfactory Client experience of the Services and Products provided. Termination on this basis shall be at Neuro Thesis' sole discretion; or
- 14.3.2 If the Service Provider repeatedly receives negative ratings and reviews which are not unjustified.
- 14.3.3 If the Service Provider



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- 14.4 Neuro Thesis may also terminate this Agreement with immediate effect if the Service Provider is in breach of its obligations under this Agreement and such breach is not remedied within 7 (seven) Business Days of the Service Provider receiving a written notice of the breach from Neuro Thesis.
- 14.5 Neuro Thesis may also terminate this Agreement with immediate effect if the Service Provider does not have 50 active paying clients in the community after the prescribed 6 months from the commencement date of the agreement and such breach of its obligations under this Agreement and such breach is not remedied within 60 (days) Business Days of the Service Provider receiving a written notice of the breach from Neuro Thesis.
- 14.6 Neuro Thesis may also terminate this Agreement with immediate effect if the Service Provider fails to grow its active paying clients in the community after the prescribed 6 months by 5 paying clients each month from the commencement date of the agreement and such breach of its obligations under this Agreement and such breach is not remedied within 60 (days) Business Days of the Service Provider receiving a written notice of the breach from Neuro Thesis.

15 CONSEQUENCES OF TERMINATION

- 15.1 In the event that this Agreement is terminated, the Parties will settle a maximum period of 1(one) month amounts that are due in accordance with the terms of this Agreement for any outstanding setup costs.
- 15.2 In the event that this Agreement is terminated, the Parties agree that Neuro Thesis will continue to pay the Service Provider for



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clients still paying their membership fees any fees/commissions as per the Payment Clause as part of a fair “buy-out” mechanism to continue providing the service to the clients staying in the community:

15.2.1 100% for the first 6 months;

15.2.2 50% for the months 7 to 12 months following the termination;

15.2.3 25% for the final payments for the months 13 to 19.

15.3 In the event that this Agreement is terminated, the Parties agree that the profit sharing on any distributed and marketed content via a variety of channels will also be terminated. owned by Neuro Thesis and it's website/s and community will be terminated at the end of the 30 (thirty) calendar day notice.

15.4 Upon Termination, Neuro Thesis will give a copy of the Service Provider's client membership subscriber list acquired through the Service Providers sales funnel.

15.5 Termination of this Agreement is without prejudice to any of the rights, remedies or obligations of the Parties existing at the time of termination and the obligation to pay any amounts due and/or payable hereunder.

15.6 Neuro Thesis will cease marketing and selling the Services and Products that are the ownership as per clause 13.4 and/or 13.5 of such Services and Products as per this agreement via the Website on behalf of the Service Provider as from the date on which the termination is effective.

15.7 All content that gets created on / for the Neuro Thesis website/s



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stays the ownership of Neuro Thesis. This refers to content such as videos, posts or podcasts that have been published, marketed and used to drive both the client base towards the Service Provider and towards the Neuro Thesis website/s and community.

16 DISPUTE RESOLUTION

16.1 Any dispute arising between the Parties regarding:

16.1.1 the interpretation of; or

16.1.2 the effect of; or

16.1.3 the carrying out of; or

16.1.4 any other matter arising directly or indirectly out of this Agreement ("the dispute") shall be referred to a mediator agreed upon between the Parties, such mediation to be held in Cape Town or, alternatively, on an online platform agreed between the Parties in writing.

16.2 If the dispute shall:

16.2.1 be of a legal nature, then the mediator shall be an attorney having not less than 10 (ten) years' experience in commercial law of any of the law firms in Cape Town; and

16.2.2 be of an accounting nature, then the mediator shall be an accountant having not less than 10 (ten) years' experience in accounting of any of the firms of accountants practising in Cape Town.

16.3 If the Parties are unable to agree on a mediator or if they are unable to resolve the dispute by way of mediation within 10 (ten) business days of the dispute having been raised in writing, then the



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dispute shall be submitted to and decided by arbitration to be held in Cape Town or, alternatively, on an online platform agreed between the Parties in writing. Save as set out herein; the arbitration shall be conducted in accordance with the rules and regulations of the Arbitration Foundation of South Africa Limited ("AFSA"), in force from time to time.

16.4 If the dispute shall:

16.4.1 be of a legal nature, then the arbitrator shall be a partner and, or director having not less than 10 (ten) years' experience in commercial law of any of the law firms in Cape Town; and

16.4.2 be of an accounting nature, then the arbitrator shall be a senior partner with no less than 10 (ten) years' of experience in accounting of any of the firms of accountants practising in Cape Town.

16.5 The Parties shall jointly nominate the arbitrator, provided that if the Parties are unable to agree either on the category in which the dispute falls or the identity of the arbitrator, within 7 (seven) business days of the nomination having been called for in writing, then the arbitrator shall be nominated by the Secretariat of AFSA.

16.6 The provisions of this clause shall not preclude either Party from approaching any court of a competent authority for an interdict or other injunctive relief of an urgent nature.

16.7 Without derogating from the foregoing, if within 21 (twenty-one) calendar days of written notice by the Party raising the dispute:

16.7.1 the arbitrator has not been agreed to or appointed;



16.7.2 the issues comprising the dispute have not been defined; or

16.7.3 any other matter, of any nature whatsoever, relating to the dispute or the arbitration, shall not be finally agreed, thereby preventing proceedings in terms of the arbitration from being instituted, the Party raising the dispute shall be entitled to disregard the provisions of this clause and instead institute proceedings out of the High Court of South Africa, Western Cape division, to whose jurisdiction the Parties hereby submit.

16.8 Disputes in which either Party seeks relief for infringement of intellectual property law including, but not limited to, the unlawful use of copyrighted material, trademarks, trade names, logos, trade secrets or patents are not subject to this dispute resolution clause and a Party may elect another appropriate forum in which to bring such claim.

16.9 Nothing contained in this clause shall prohibit a Party from approaching any court of competent jurisdiction for urgent interim relief pending determination of a dispute by arbitration.

17 AMENDMENT

17.1 Any amendments to this Agreement will only be effective if reduced to writing and signed by both Parties. It shall be sufficient to sign such written amendments via Electronic Signature.

18 CESSION AND DELEGATION

18.1 Neither Party may cede their rights or delegate their obligations in terms of this Agreement without the prior written consent of the other Party to this Agreement.



19 CONSENT TO ELECTRONIC COMMUNICATIONS

19.1 The Service Provider agrees that any notices, agreements, disclosures, or other communication relating to this Agreement that Neuro Thesis sends to the Service Provider electronically via email will satisfy any legal communication requirements, including that such communication must be in writing. The Service Provider nominates its email address as indicated on the online agreement “Agreement for the Provision of Services by a Service Provider to Neuro Thesis for the Online Community” with online link: <https://zfrmz.eu/mnFSu6f1mF6jZLDUcA8p> as the address at which it will receive any and all notices in terms of this Agreement.

20 DOMICILIUM AND LEGAL PROCEEDINGS

20.1 The Service Provider chooses its physical address as indicated at table A on the online agreement “Agreement for the Provision of Services by a Service Provider to Neuro Thesis for the Online Community” with online link: <https://zfrmz.eu/LHaQcKGAd2rgn2k8pPTg> as its *domicilia citandi et executandi* where all documents relating to any legal proceedings to which it is a party may be served.

20.2 In the event of Neuro Thesis instructing its attorneys to recover money from the Service Provider, the Service Provider shall be liable for and pay all legal costs incurred by the Neuro Thesis on an attorney and own client scale.

21 WHOLE AGREEMENT

21.1 This Agreement and any agreements incorporated herein by



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reference constitutes the whole Agreement between the Parties relating to the subject matter hereof.

21.2 The Parties waive the right to rely on any other provisions not contained in this Agreement.

22 SEVERABILITY

22.1 If any term or provision or part thereof ("the offending provision") contained in this Agreement shall for any reason whatsoever be declared or become unenforceable, invalid, or illegal, including but without derogating from the generality of the foregoing, a decision by any court, an Act of Parliament or any statutory or other by-laws or regulations or any other requirements having the force of law, the other terms and provisions of this Agreement shall remain in full force and effect as if this Agreement had been executed without the offending provision appearing herein.

23 INDULGENCES

23.1 No indulgence granted by a Party shall constitute a waiver or abandonment of any of that Party's rights under this Agreement; accordingly, that Party shall not be precluded, because of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.

24 SIGNATURE

24.1 This Agreement shall become effective on the date upon which it is signed via Electronic Signature by the Service Provider in the



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signature block at table C on the online agreement “Agreement for the Provision of Services by a Service Provider to Neuro Thesis for the Online Community” with online link: <https://zfrmz.eu/mnFSu6f1mF6jZLDUcA8p>.

25 GOVERNING LAW

25.1 This Agreement shall be interpreted and implemented according to the laws of the Republic of South Africa.