



**COMMISSION FEE COURSE CREATOR AGREEMENT**

**A. THE COURSE CREATOR**

<b>Full Names/ Company Name:</b>	
<b>Identity Number/ Registration Number:</b>	
<b>Email Address:</b>	
<b>Physical Address:</b>	

**B. AGREEMENT PARTICULARS**

<b>Course Description:</b>	
<b>Course Materials:</b>	
<b>Delivery Date:</b>	
<b>Commencement Date:</b>	
<b>Termination Date:</b>	
<b>Commission Fee:</b>	

**C. CONSENT**

<i>The Course Creator hereby acknowledges that he/she has read, accepts and consents to be bound to the terms of this Agreement</i>	
<b>Date</b>	
<b>Place</b>	
<b>Signature</b>	

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1. **RECORDAL**

- 1.1 Neuro Thesis owns and operates several internet-based brands and websites that allow courses to be marketed and accessed online.
- 1.2 The Course Creator intends for its Course to be marketed and accessed via the Website 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 **"Business Day"** means any day on which normal business is conducted and excludes Saturdays, Sundays and public holidays in the Republic of South Africa;
- 2.1.3 **"Commencement Date"** means the Commencement Date as indicated at table B on the online agreement "Commission Fee Course Creator Agreement to Neuro Thesis" with online link: <https://zfrmz.eu/VySvdP4OjpE7106B5kZH>;
- 2.1.4 **"Client"** means Neuro Thesis Client/s who make use of the Website and who may elect to access the Course and Course Materials via the Website;
- 2.1.5 **"Course"** means the Course created by the Course Creator as described at table B on this online agreement "Commission Fee Course Creator Agreement to Neuro Thesis" with online link:



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<https://zfrmz.eu/VySvdP4OjpE7106B5kZH>;

- 2.1.6 **"Course Creator"** means the Course Creator as described at table A on the online agreement "Commission Fee Course Creator Agreement to Neuro Thesis" with online link: <https://zfrmz.eu/VySvdP4OjpE7106B5kZH>;
- 2.1.7 **"Course Materials"** means any materials including (but not limited to) reading lists, external links, slideshows, videos, audios, images, certificates, downloadable worksheets, quizzes, tools etc., which are provided by the Course Creator to enable Clients to partake in and complete the Course;
- 2.1.8 **"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;
- 2.1.9 **"Fee"** means an amount, inclusive of VAT, payable by a Client wishing to gain access to the Course and the Course Materials via the Website;
- 2.1.10 **"Neuro Thesis"** means Neuro Thesis (Pty) Ltd, a private company with registration number 2022/574462/07, incorporated in terms of the laws of the Republic of South Africa, with its registered address at 42 Keerom Street, Cape Town South Africa;
- 2.1.11 **"Parties"** means both Neuro Thesis and the Course Creator and **"Party"** means either Neuro Thesis or the Course Creator;
- 2.1.12 **"Termination Date"** means the Termination Date as indicated at



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table B on the online agreement “Commission Fee Course Creator Agreement to Neuro Thesis” with online link: <https://zfrmz.eu/VySvdP4OjpE7106B5kZH>;

2.1.13 “**Third-party Applications**” means applications and websites run by third-party service providers that Neuro Thesis and/or the Course Creator uses to: store data; conclude agreements; and otherwise aid in the delivery of services and products to Clients;

2.1.14 “**Website**” means a website found at any one of the following web addresses: [www.neurothesis.com](http://www.neurothesis.com); [www.brinntomes.com](http://www.brinntomes.com); [www.famologi.com](http://www.famologi.com); [www.dadologi.com](http://www.dadologi.com); [www.momologi.com](http://www.momologi.com); [www.kidologi.com](http://www.kidologi.com); or any other URL owned or controlled by Neuro Thesis.

2.2 Unless the context otherwise requires:

2.2.1 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;

2.2.2 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;

2.2.3 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

2.2.4 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 COURSE**

- 3.1 The Course as described at table B on the online agreement “Commission Fee Course Creator Agreement to Neuro Thesis” with online link: <https://zfrmz.eu/VySvdP4OjpE7106B5kZH> shall be created and conducted by the Course Creator.
- 3.2 The Course Creator shall provide Neuro Thesis with the Course and Course Materials on the date as set out at table B on the online agreement “Commission Fee Course Creator Agreement to Neuro Thesis” with online link: <https://zfrmz.eu/VySvdP4OjpE7106B5kZH>.
- 3.3 Upon having paid the Fee to Neuro Thesis, the Client will be granted access to the Course and the Course Materials via the Website. This access will be granted until such time as the Course is no longer valid or becomes unavailable or is disabled by Neuro Thesis.
- 3.4 Neuro Thesis offers Clients the opportunity to evaluate the Course on the Website. Neuro Thesis will review these evaluations and may publish them but reserves the right to delete ratings and reviews.
- 3.5 At Neuro Thesis's discretion, it may provide the Course Creator with analytics about the performance of the Course on the Website.

### 4. **THE COURSE CREATOR’S ACKNOWLEDGEMENTS AND AUTHORISATIONS**

- 4.1 The Course Creator acknowledges that the relationship between:
- 4.1.1 The Clients and Neuro Thesis; and
  - 4.1.2 The Clients and the Course Creator,
- is governed by a Privacy Policy and general Terms and Conditions available on the Website.
- 4.2 The Course Creator together with Neuro Thesis shall be responsible for



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setting the Fee payable for access to the Course and the Course Materials, which Fee shall be displayed on the Website.

- 4.3 The Fee will always be fairly comparative to competitors' prices and Neuro Thesis reserves its right to adjust this Fee in order to fairly compete against any competitors selling similar course material.
- 4.4 The Course Creator authorises and grants Neuro Thesis the right, by virtue of this Agreement, to market the Course and to grant the Clients (who effect payment of the Fee) access to the Course and the Course Materials via the Website. The Course Creator further authorises Neuro Thesis to divulge data and information about the Course Creator on its Website to the extent required for marketing the Course.
- 4.5 The Course Creator does not have the right to contact the Clients directly.
- 4.6 The Course Creator shall not send advertising or promotional emails to a Client without the prior written consent of Neuro Thesis and such Client.

## 5. **PAYMENT AND TAXES**

- 5.1 Neuro Thesis' Commission:
  - 5.1.1 Neuro Thesis's commission for marketing and selling access to the Course and the Course Materials via the Website on the Course Creator's behalf shall be calculated as 30% of all Fees paid by the Clients, excluding VAT.
  - 5.1.2 The commission percentage shall exclude VAT and VAT shall therefore be added to the commission amount on Neuro Thesis' invoices.
  - 5.1.3 Neuro Thesis shall provide the Course Creator, by the 25th of every month, with:



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- 5.1.3.1 An Account Statement which shall include, all the Fees paid by Clients in the preceding month in that period; and
  - 5.1.3.2 A tax invoice for Neuro Thesis' commission earned during the preceding month.
  - 5.1.4 Neuro Thesis shall settle the balance between the total amount due to the Course Creator as per the Account Statement and Neuro Thesis' tax invoice for commission and any other costs as agreed, within one month from month-end of the period described in the Account Statement.
  - 5.1.5 It is specifically recorded that it is the Course Creator's responsibility to declare VAT on sales reflected in the Account Statement.
  - 5.2 The Course Creator shall furnish Neuro Thesis with an original letterhead, with the correct bank account details and signed by an authorised signatory, which shall act as the agreed bank account into which payments shall be made.
  - 5.3 Neuro Thesis shall pay all amounts owing into a bank account nominated by the Course Creator by electronic funds transfer.
  - 5.4 Each Party shall be responsible for the settlement of its respective tax obligations which arise from any transaction in relation to this Agreement.
6. **GENERAL ACKNOWLEDGMENTS**
- 6.1 The Parties acknowledge and agree that Neuro Thesis has the right to amend/modify the general Terms and Conditions of the Website at any time and without providing any justification therefore. In this case, Neuro Thesis





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will furnish the Course Creator with a notice of intended amendments/modifications via email at least 3 (three) Business Days before making the changes. If the Course Creator does not object to these amendments/modifications in writing within 3 (three) Business Days of delivery of the notice, the changed Terms and Conditions will be considered accepted by the Course Creator.

6.2 The Parties acknowledge and agree that Neuro Thesis may carry out changes to the Website from time to time without notice to the Course Creator.

## 7. REPRESENTATIONS AND WARRANTIES

7.1 The Course Creator represents and warrants that:

7.1.1 The Course and Course Materials have been created and compiled free from any plagiarism;

7.1.2 he/she will create and conduct the Course to the best of his/her abilities and with the highest quality and care;

7.1.3 he/she has the necessary qualifications, skills, expertise and experience to create and conduct the Course;

7.1.4 all information relating to the Course which the Course Creator provides to Neuro Thesis is true and correct;

7.1.5 he/she owns all intellectual property, or has the necessary licenses, rights, consents, and permissions, in connection with the Course and the Course Materials and has the authority to authorise Neuro Thesis to market and sell access to the Course and the Course Materials via the Website on his/her behalf;

7.1.6 The Course Creator is not aware of any claim for infringement of

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intellectual property rights or the breach of any obligation of confidence arising out of the sale of access to the the Course and the Course Materials via the Website; having made reasonable investigations in this regard, and will immediately notify Neuro Thesis should such a claim arise;

7.1.7 The intellectual property relating to the Course and the Course Materials does not and will not infringe any rights of third parties;

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

7.1.9 all corporate and other necessary action has been taken to authorise the signing and performance of this Agreement; and

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

7.1.11 This Agreement is valid and legally binding on the Course Creator.

## 8. **LIABILITY**

8.1 The Parties acknowledge and agree that Neuro Thesis does not guarantee the quality of the Course and Course Materials .

8.2 Neuro Thesis shall not be held liable for, and the Course Creator 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 Course and/or Course Materials; the Course Creator's conduct (acts or omissions) in respect of the Course and/or Course Materials; the Course Creator's violation of any applicable laws or regulations; or the Course Creator's breach of any representation or warranty

contained in this Agreement.

- 8.3 Neuro Thesis and/or the Course Creator may use Third-party Applications in order to store data, adhere to this Agreement, or aid in the provision of the Course. The Course Creator 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.
- 8.4 Neuro Thesis makes no representations or warranties in relation to the Third-party Applications and the Course Creator 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.
- 8.5 Neuro Thesis does not make any representations or warranties that the Website will always be in working order. Neuro Thesis shall not be held liable for, and the Course Creator hereby waives any 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 delict or otherwise, relating to any harm it may suffer in connection with:
- 8.5.1 the interruption of the Website connection because of maintenance operations or refreshing information published;
  - 8.5.2 any Client's/ the Course Creator's inability to have access to the Website due to technical problems;
  - 8.5.3 any hack of the Website;
  - 8.5.4 any malfunction of the Website.
- 8.6 VAT liability for the Service Sessions sold rests with the Course Creator.



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8.7 Neuro Thesis does not guarantee any commercial results to the Course Creator concerning the Course on the Website. For clarity, Neuro Thesis makes no representations that its Clients will purchase access to the Course and Course Materials via the Website.

## 9. **INTELLECTUAL PROPERTY**

9.1 The Course Creator acknowledges and agrees that Neuro Thesis may market and grant access to the Course and the Course Materials via the Website. In this regard, the Course Creator grants Neuro Thesis the license to use, copy, reproduce, process, adapt, modify, publish, transmit, display, distribute, and grant third parties' access to, the Course and the Course Materials via the Website.

9.2 The content that the Course Creator may access on or through 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 Course Creator may not 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.

9.3 For the purposes of this Agreement, the Parties acknowledge and agree that Neuro Thesis has the right to utilise the Course Creator's name, logos, trademarks, and intellectual property rights by several means and forms for marketing purposes and to disclose its relationship with the Course Creator.

9.4 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 Course Creator shall 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.

10. **TERM AND TERMINATION**

- 10.1 This Agreement shall endure from the Commencement Date until the Termination Date as set out in table B on the online agreement “Commission Fee Course Creator Agreement to Neuro Thesis” with online link: <https://zfrmz.eu/VySvdP4OjpE7106B5kZH>.
- 10.2 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.
- 10.3 Without prejudice to any other rights or remedies it may have in law and in terms of this Agreement, Neuro Thesis may terminate this Agreement with immediate effect on written notice to the Course Creator In the event that the Course Creator and/or the Course repeatedly receives negative ratings and reviews by the Clients which are not, in Neuro Thesis’s sole discretion, unjustified.
- 10.4 Neuro Thesis may also terminate this Agreement with immediate effect if the Course Creator is in breach of its obligations under this Agreement and



such breach is not remedied within 7 (seven) Business Days of the Course Creator receiving a written notice of the breach from Neuro Thesis.

11. **CONSEQUENCES OF TERMINATION**

11.1 Upon termination of this Agreement, the Parties will settle within a maximum period of 1(one) month all amounts due in accordance with the terms of this Agreement.

11.2 Sale of access to the Course and Course Materials via the Website will cease by close of business on the date that termination of this Agreement takes effect. Only Clients who pay the Fee prior to this time will be allowed to access the Course and Course Materials for the period as stipulated at clause 3.3 herein.

11.3 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.

12. **INDEPENDENT CONTRACTOR**

The Course Creator is acting herein as an independent contractor. The Course Creator will not be considered or deemed as a employee, or partner of Neuro Thesis. The Course Creator'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' behalf.

13. **NON-EXCLUSIVITY**

Neuro Thesis and the Content Instructor hereby acknowledge and agree that nothing contained herein is to establish an exclusive relationship between the Parties. The Course Instructor shall be free to market and sell access to the Course and Course Materials via other platforms.

14. **DISPUTE RESOLUTION**

14.1 Any dispute arising between the Parties regarding:

14.1.1 the interpretation of; or

14.1.2 the effect of; or

14.1.3 the carrying out of; or

14.1.4 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.

14.2 If the dispute shall:

14.2.1 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

14.2.2 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.

14.3 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 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.

14.4 If the dispute shall:

14.4.1 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

14.4.2 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 firm of accountants practising in Cape Town.

14.5 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.

14.6 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.

14.7 Without derogating from the foregoing, if within 21 (twenty-one) Business Days of written notice by the Party raising the dispute:

14.7.1 the arbitrator has not been agreed to or appointed;

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

14.7.3 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





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the High Court of South Africa, Western Cape division, to whose jurisdiction the Parties hereby submit.

14.8 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.

14.9 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.

15. **AMENDMENT**

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.

16. **CESSION AND DELEGATION**

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.

17. **CONSENT TO ELECTRONIC COMMUNICATIONS**

The Course Creator agrees that any notices, agreements, disclosures, or other communication relating to this Agreement that Neuro Thesis sends to the Course Creator electronically via email will satisfy any legal communication requirements, including that such communication must be in writing. The Course Creator nominates its email address as indicated at table B on the online agreement “Commission Fee Course Creator Agreement to Neuro Thesis” with online link: <https://zfrmz.eu/VySvdP4OjpE7106B5kZH> as the address at which it will receive

any and all notices in terms of this Agreement.

18. **DOMICILIUM AND LEGAL PROCEEDINGS**

18.1 The Course Creator chooses its physical address as indicated at table A on the online agreement "Commission Fee Course Creator Agreement to Neuro Thesis" with online link: <https://zfrmz.eu/VySvdP4OjpE7106B5kZH> as its *domicilia citandi et executandi* at which all documents relating to any legal proceedings to which it is a party may be served.

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

19. **WHOLE AGREEMENT**

19.1 This Agreement and any agreements incorporated herein by reference constitute the whole Agreement between the Parties relating to the subject matter hereof.

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

20. **SEVERABILITY**

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.

21. **INDULGENCES**



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.

22. **SIGNATURE**

This Agreement shall become effective on the date upon which it is signed via Electronic Signature by the Course Creator in the signature block at table C on the online agreement "Commission Fee Course Creator Agreement to Neuro Thesis" with online link: <https://zfrmz.eu/VySvdP4OjpE7106B5kZH>.

23. **GOVERNING LAW**

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