



FIXED FEE COURSE CREATOR AGREEMENT

A. THE COURSE CREATOR

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

B. AGREEMENT PARTICULARS

Course Description:	
Course Materials:	
Delivery Date:	
Fixed Fee:	

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>	
Date	
Place	
Signature	

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1.	<u>RECORDAL</u>	
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Neuro Thesis shall appoint the Course Creator to create the Course and Neuro Thesis shall compensate the Course Creator for creating the Course as per 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 **"Course Creator"** means the Course Creator as described at table A on the online agreement "Fixed Fee Course Creator Agreement to Neuro Thesis" with online link: <https://zfrmz.eu/3X2BOT7MDeLi4nHMym4f>;

2.1.4 **"Course"** means the Course created by the Course Creator as described at table B on the online agreement "Fixed Fee Course Creator Agreement to Neuro Thesis" with online link: <https://zfrmz.eu/3X2BOT7MDeLi4nHMym4f>;

2.1.5 **"Course Creator"** means the Course Creator as described at table A on the online agreement "Fixed Fee Course Creator Agreement to Neuro Thesis" with online link: <https://zfrmz.eu/3X2BOT7MDeLi4nHMym4f>;

2.1.6 **"Course Materials"** means any materials including (but not limited to) reading lists, external links, slideshows, videos, audios, images,



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certificates, downloadable worksheets, quizzes, tools etc., which are provided by the Course Creator to enable Clients to partake in and complete the Course;

- 2.1.7 **“Delivery Date”** means the date as indicated at table B on the online agreement “Fixed Fee Course Creator Agreement to Neuro Thesis” with online link: <https://zfrmz.eu/3X2BOT7MDeLi4nHMym4f> and is the date on or before which the Course Creator shall deliver the Course and Course Materials to Neuro Thesis;
- 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 **“Fixed Fee”** means the Fixed Fee as indicated at table B on the online agreement “Fixed Fee Course Creator Agreement to Neuro Thesis” with online link: <https://zfrmz.eu/3X2BOT7MDeLi4nHMym4f>;
- 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 **“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



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in the delivery of services and products to Clients;

2.1.13 “**Website**” means a website found at any one of the following web addresses: www.neurothesis.com; www.brinntomes.com; www.famologi.com; www.dadologi.com; www.momologi.com; www.kidology.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. **APPOINTMENT**

3.1 Neuro Thesis hereby appoints the Course Creator to create the Course and compile the Course Materials as described at table B on the online agreement “Fixed Fee Course Creator Agreement to Neuro Thesis” with online link: <https://zfrmz.eu/3X2BOT7MDeLi4nHMym4f> and the Course Creator hereby accepts such appointment.

3.2 The Course Creator is appointed in terms of this Agreement solely and exclusively for the limited purpose of creating the Course and compiling the Course Materials.

3.3 The Course Creator agrees that the Course and Course Materials will be delivered to Neuro Thesis on or before the Delivery Date.

4. **COMPENSATION**

4.1 The Course Creator shall be entitled to payment of the Fixed Fee for creating the Course and compiling the Course Materials.

4.2 Upon providing Neuro Thesis with the Course and Course Materials, the Course Creator shall provide Neuro Thesis with a tax invoice for the payment of the Fixed Fee.

4.3 In the event that it has received a duly issued invoice from the Course Creator, Neuro Thesis will pay the Fixed Fee to the Course Creator within seven Business Days of receiving the Course and Course Materials from the Course Creator.

4.4 Should Neuro Thesis elect to cancel this Agreement prior to the Delivery Date and in the event that the Course creator has not breached this Agreement in any manner, the Course Creator will be compensated as follows:

4.4.1 If the Course has not been created at all, the Course Creator will not be entitled to receive any payment (including payment of the Fixed Fee, any portion of the Fixed Fee, or any damages of any nature) from Neuro Thesis in terms of this Agreement;

4.4.2 If the Course has been partially completed, Neuro Thesis will pay the Course Creator 50% of the Fixed Fee, regardless of the extent to which the Course has been completed. Neuro Thesis will be entitled



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to receive the partially completed Course and Course Materials and all intellectual property rights in connection with the Course and Course Materials will pass to Neuro Thesis as per clause 10 herein. In this event, the onus will be on the Course Creator to prove that the Course has been partially completed, failing which the Course will be deemed to not have been created at all and clause 4.3.1 will become applicable;

4.4.3 If the Course has been completed, the Course Creator will be obliged to deliver the Course and Course Materials to Neuro Thesis and Neuro Thesis will pay the Fixed Fee to the Course Creator upon being issued with a duly issued invoice therefor, and all intellectual property rights in the Course and Course Materials will pass to Neuro Thesis as per clause 10 herein.

4.5 Neuro Thesis shall be entitled to cancel this Agreement with immediate effect as per clause 4.4 above, for any reason whatsoever, in its sole and absolute discretion, and notice of such cancellation shall be given to the Course Creator in writing.

5. **REPRESENTATIONS AND WARRANTIES**

5.1 The Course Creator represents and warrants that:

5.1.1 The Course and Course Material will be/ has been created and compiled free from any plagiarism;

5.1.2 It will create and conduct the Course to the best of its abilities and with the highest quality and care;

5.1.3 It has the necessary qualifications, skills, expertise and experience to create and conduct the Course;



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- 5.1.4 All information relating to the Course which the Course Creator provides to Neuro Thesis is true and correct;
- 5.1.5 It owns or has the necessary licenses, rights, consents, permissions, in connection with the Course and the Course Materials and has the authority to transfer all intellectual property rights in connection with the Course and the Course Materials to Neuro Thesis;
- 5.1.6 The Course Creator 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 Course and the Course Materials; having made reasonable investigations in this regard, and will immediately notify Neuro Thesis should such a claim arise;
- 5.1.7 The intellectual property relating to the Course and the Course Material does not and will not infringe any rights of third parties;
- 5.1.8 He/she has the right, power and authority to enter into and perform its obligations in accordance with this Agreement; and
- 5.1.9 All corporate and other necessary action has been taken to authorise the signing and performance of this Agreement; and
- 5.1.10 The Agreement is valid and legally binding on the Course Creator.

6. **LIABILITY**

- 6.1 The Parties acknowledge and agree that Neuro Thesis does not guarantee the quality of the Course and Course Material.
- 6.2 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



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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.

6.3 Neuro Thesis and/or the Course Creator may use Third-party Applications in order to store data, adhere to this Agreement, conclude 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.

6.4 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.

7. **AUTOMATIC TERMINATION**

Unless the Parties agree otherwise in writing, this Agreement will automatically terminate when the completed Course and Course Materials have been delivered to Neuro Thesis and the Course Creator has been paid the Fixed Fee.

8. **BREACH**

If the Course Creator does not complete and deliver the Course and Course Materials to Neuro Thesis on the Delivery Date, and fails to remedy such breach within 7 (seven) Business Days of receiving a written notice requiring it to do so, then, in

addition to any other remedy available to Neuro Thesis at law and in terms of this Agreement, Neuro Thesis shall be entitled to cancel this Agreement with immediate effect on written notice to the Course Creator, in which event Neuro Thesis shall not be obliged to pay the Fixed Fee or any portion thereof to the Course Creator.

9. **CONSEQUENCES OF TERMINATION**

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.

10. **INTELLECTUAL PROPERTY**

10.1 The Course Creator acknowledges that Neuro Thesis may market the Course and to grant third parties' access to the Course and the Course Materials via the Website.

10.2 The Course Creator's intellectual property rights in connection with the Course and Course Materials shall become and remain the absolute property of the Neuro Thesis. In this regard, the Course Creator hereby assigns to Neuro Thesis the total right, title, and interest in and to the Course and Course Materials and copyright in respect thereof, as may be conferred now or in the future in terms of the Copyright Act, No. 98 of 1978 (as amended) or in terms of any other law and in any jurisdiction.

10.3 The Course Creator hereby waives all and any moral rights in and to the Course and Course Materials agrees hereafter not to enforce such rights against Neuro Thesis.

10.4 For the avoidance of doubt, Neuro Thesis shall further be entitled in its sole discretion to change or alter the form or substance of the Course and/or Course Materials as it deems fit, which shall include but not be limited to an entitlement to publish, store, or distribute the Course and Course Materials

in any manner or form, including, but not limited to, publishing or otherwise disseminating the Course and Course Materials on the Website or on any other platform.

- 10.5 The Course Creator may not copy, reproduce, upload, republish, transmit, create derivatives of, publicly perform, modify, use, or distribute the Course and/or Course Materials in any way without prior express written permission of Neuro Thesis.
- 10.6 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 to market the Course and to disclose its relationship with the Course Creator.
- 10.7 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.
- 10.8 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.

11. **INDEPENDENT CONTRACTOR**

The Course Creator is acting herein as an independent contractor. The Course Creator will not be considered or deemed as an agent, 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's behalf.

12. **NON-EXCLUSIVITY**

Neuro Thesis and the Course Creator hereby acknowledge and agree that nothing contained herein is to establish an exclusive relationship between the Parties. The Course Creator shall be free to continue working and taking on new clients, without regard to Neuro Thesis. The Course Creator does not need Neuro Thesis's approval for any such work; however, the Course Creator is obliged to notify Neuro Thesis of potential conflicts of interests.

13. **DISPUTE RESOLUTION**

13.1 Any dispute arising between the Parties regarding:

13.1.1 the interpretation of; or

13.1.2 the effect of; or

13.1.3 the carrying out of; or

13.1.4 any other matter arising directly or indirectly out of this Agreement ("the dispute") shall be referred to a mediator agreed upon



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between the Parties, such mediation to be held in Cape Town or, alternatively, on an online platform agreed between the Parties in writing.

13.2 If the dispute shall:

13.2.1 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

13.2.2 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.

13.3 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.

13.4 If the dispute shall:

13.4.1 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

13.4.2 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 firms of accountants practising in Cape Town.



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- 13.5 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.
- 13.6 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.
- 13.7 Without derogating from the foregoing, if within 21 (twenty-one) Business Days of written notice by the Party raising the dispute:
- 13.7.1 the arbitrator has not been agreed to or appointed;
 - 13.7.2 the issues comprising the dispute have not been defined; or
 - 13.7.3 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.
- 13.8 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.
- 13.9 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.

14. **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.

15. **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.

16. **CONSENT TO ELECTRONIC COMMUNICATIONS**

The Course Creator agrees that any notices, agreements, disclosures, or other communication relating 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 “Fixed Fee Course Creator Agreement to Neuro Thesis” with online link: <https://zfrmz.eu/3X2BOT7MDeLi4nHMym4f> as the address at which it will receive any and all notices in terms of this Agreement.

17. **DOMICILIUM AND LEGAL PROCEEDINGS**

17.1 The Course Creator chooses its physical address as indicated at table A on the online agreement “Fixed Fee Course Creator Agreement to Neuro Thesis” with online link: <https://zfrmz.eu/3X2BOT7MDeLi4nHMym4f> as its *domicilia citandi et executandi* at which all documents relating to any legal proceedings to which it is a party may be served.

17.2 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.

18. **WHOLE AGREEMENT**

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

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

19. **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.

20. **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.

21. **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 "Fixed Fee Course Creator Agreement to Neuro Thesis" with



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online link: <https://zfrmz.eu/3X2BOT7MDeLi4nHMym4f>.

22. **GOVERNING LAW**

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