

SERVICE LEVEL AGREEMENT

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1. **RECORDAL**

The Service Provider shall render the Services for the Client on the terms and conditions set out herein.

2. **DEFINITIONS**

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

2.1.1 **"Agreement/Terms"** this Agreement between the Parties including all annexures 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 **"Client"** 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;

2.1.4 **"Commencement Date"** means the start date indicated on the online agreement "General Service Level Agreement by Service Provider to Neuro Thesis" with online link: <https://zfrmz.eu/dHGhMnNIBC3EyFpzteR4>;

2.1.5 **"Deliverable Service Items"** means the Deliverable Service Items as per the schedule at **ANNEXURE B**;

2.1.6 **"Electronic Signature"** means an electronic signature as defined in the Electronic Communications and Transactions Act 25 of 2002



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("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;

2.1.7 "**Parties**" means both the Client and the Service Provider, and "**Party**" means either the Client or the Service Provider;

2.1.8 "**Service Provider**" means the Service Provider as described at **ANNEXURE A** hereto;

2.1.9 "**Services**" means the Services as described in **ANNEXURE B** hereto;

2.1.10 "**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 The Client.

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



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interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof.

3. **APPOINTMENT**

The Client hereby appoints the Service Provider to render the Services and the Service Provider hereby accepts such appointment, on the terms and conditions set out herein.

4. **COMMENCEMENT DATE AND PERIOD OF AGREEMENT**

This Agreement shall commence on the Commencement Date and shall terminate in accordance with the relevant terms of this Agreement.

5. **REMUNERATION**

As per **ANNEXURE B** of this Agreement.

6. **REPRESENTATIONS AND WARRANTIES**

6.1 The Service Provider represents and warrants that:

6.1.1 It will perform the Services to the best of its abilities and with the highest quality and care;

6.1.2 It has the necessary qualifications, skills, expertise and experience to perform the Services;

6.1.3 It has established compliance with the POPI Act for the provision of the Services, including but not limited to:

6.1.3.1 adequate security measures for the processing of client personal information;

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

6.1.3.3 a high standard of confidentiality relating to client personal information



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- 6.1.4 It has the right, power and authority to enter into and perform its obligations in accordance with this Agreement; and
- 6.1.5 All corporate and other necessary action has been taken to authorise the signing and performance of this Agreement; and
- 6.1.6 The Agreement is valid and legally binding on the Service Provider.

7. **LIABILITY**

- 7.1 The Service Provider hereby waives any claim of whatsoever nature (including damages, loss, interest, costs, expenses or otherwise), howsoever arising, whether in contract or in delict or otherwise, which the Service Provider may have against the Client.
- 7.2 The Client shall not be held liable for, and the Service Provider hereby indemnifies the Client 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; or the Service Provider's breach of any representation or warranty contained in this Agreement.

8. **AUTOMATIC TERMINATION**

Unless the Parties agree otherwise in writing, this Agreement will automatically terminate once the full range of Services have been satisfactorily completed and delivered to the Client and the Service provider has been fully remunerated as per **ANNEXURE B** hereto.

9. **TERMINATION FOR CONVENIENCE**

9.1 Without prejudice to its other rights in terms of this Agreement the Client may at any time and for any reason, on not less than one calendar month's written notice to the Service Provider, and for its sole convenience, terminate this Agreement.

9.2 Should the Client elect to terminate this Agreement as per clause 9.1 above the Client will not be liable to the Service Provider for any claim in respect of such termination, save for any claim for any remuneration owing to the Service Provider for its performance of the Services as at the date that the Service Provider is notified of such termination.

10. **BREACH**

Should the Service Provider not complete a Deliverable Service Item on or before its due date as per the schedule at **ANNEXURE B** hereto and fail to remedy such breach within 7 (seven) Business Days of receipt of a written notice from the Client, the Client shall, without prejudice to any other rights which it may have, be entitled to cancel this Agreement with immediate effect.

11. **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.

12. **INTELLECTUAL PROPERTY**

12.1 The Service provider may become exposed to and aware of the Client's intellectual property. At no stage shall the Service Provider acquire any rights nor rights of license to any such intellectual property.

12.2 The Parties agree that the intellectual property rights created as a result of the performance of the Services shall vest in the Client. As such, the Service Provider hereby assigns, transfers and makes over to the Client all rights, title



and interest in and to the intellectual property rights of the works created as a result of the performance of the Services.

12.3 The content that the Service Provider 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 The Client or a third-party licensor. The Service Provider 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 The Client.

12.4 The trademarks, design marks, service marks and logos used and displayed on the Website are The Client'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 the Client. The Service Provider shall not use the trademarks, design marks, service marks and logos to disparage the Client 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.

13. **INDEPENDENT CONTRACTOR**

The Service Provider is acting herein as an independent contractor. The Service Provider will not be considered or deemed as an agent, employee, or partner of the Client. The Service Provider's personnel will not be considered employees of the Client, will not be entitled to any benefits that the Client grants its employees and will have no authority to act on the Client's behalf.



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 of firms 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 Service Provider agrees that any notices, agreements, disclosures, or other communication relating this Agreement that The Client 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 at **ANNEXURE A** 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 Service Provider chooses its physical address as indicated at **ANNEXURE**

A 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 the Client 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 Client 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 by both Parties. It shall be sufficient for such signatures to be Electronic Signatures.

23. **GOVERNING LAW**

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

Signed at _____ on the _____ day of _____ 2022.

For and on behalf of NEURO THESIS by:

Brinn Robey Tomes

Signed at _____ on the _____ day of _____ 2022.

For and on behalf of the SERVICE PROVIDER by:

Name:
Capacity:
Who warrants his/her authority:

THE SERVICE PROVIDER

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

ANNEXURE B

THE SERVICES AND REMUNERATION

1. The Services are described and categorised as “Deliverable Service Items” as per the below schedule.
2. Each Deliverable Service Item will be completed and delivered to the Client on the relevant due date as set out in the below schedule.
3. Within 7 (seven) Business Days of the satisfactory completion and delivery of each Deliverable Service Item, the Client shall pay the Service Provider the relevant remuneration amount as set out in the below schedule.
4. The Service Provider is responsible for timeously submitting invoices for the remuneration amounts contemplated in the below schedule. These amounts shall be payable into the bank account of the Service Provider, as advised by the Service Provider in writing from time to time.
5. The Parties may review the below schedule from time to time and adjust if necessary.



| SCHEDULE | | |
|--------------------------|----------|--------------|
| DELIVERABLE SERVICE ITEM | DUE DATE | REMUNERATION |
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |