

TERMS OF ENGAGEMENT



Digital Dynamite (Pty) Ltd

Terms of Engagement

TERMS OF ENGAGEMENT

This document sets out the terms and conditions upon which Digital Dynamite (Pty) Ltd (registration number 2019/500401/07) with its registered address at 1st Floor, Building 5, Bryanston Gate, Homestead Ave, Bryanston, Sandton, 2191. ("**Digital Dynamite**") has agreed to provide its services to you, as the "Client." Your receipt of this document and/or acceptance of any Digital Dynamite proposal and/or service indicates your explicit and/or tacit acceptance of the terms of engagement listed below, and any annexures attached hereto ("**Terms**").

1. RELATIONSHIP OF THE PARTIES

- 1.1. Digital Dynamite is a service provider and has no employment relationship with the Client. Nothing contained in these Terms shall be deemed to constitute a partnership, joint venture, employer/employee agreement or the like between them. Digital Dynamite shall not, by reason of the actions of any of the other parties, incur any personal liability as co-partner to any third party.
- 1.2. Unless otherwise agreed between the parties, Digital Dynamite is not required to provide its services exclusively for the Client, as long as the services rendered to third parties does not detract and interfere with the quality and/or efficiency of the services it provides to the Client.
- 1.3. Digital Dynamite reserves the right to amend this agreement without prior written notice to the Client via the provided email for the contact person. Digital Dynamite will then send the Client the agreement detailing the implemented changes. The Client may provide objections within 14 calendar days. If no objections are raised within this period, the amendments will be deemed accepted.

2. THE SERVICES

- 2.1. Digital Dynamite will provide its services to the Client based on the requirements communicated by the Client in written correspondence ("**Services**") between the Client and Digital Dynamite, as well as in the accepted quote and on-going invoices.
- 2.2. Once a proposal has been accepted in writing, or through links provided, by the Client and the Deposit (as defined below), where/if necessary, is paid (Received in Digital Dynamite's account) by the Client for the Services, Digital Dynamite will begin providing the agreed upon and accepted Services to the Client. However, Digital Dynamite will begin provision of Services before the above is met if agreed upon in writing between the Client and Digital Dynamite.
- 2.3. A scope of work document outlining the general timeline for the Services, any rounds of revision and general progression of the Services will be provided by Digital Dynamite to the Client.
- 2.4. The Client understands that Digital Dynamite will require certain information/approvals/permissions/access from the Client and/or its contracted third-party service providers to properly render the Services. Failure or delay by the Client in providing this information will/may lead to delays in provision of the Services, for which Digital Dynamite will not be liable.
- 2.5. Service standard and policies
 - 2.5.1. With regards to Design work, we utilise an RGB format and not a CMYK format on all digital and creative designs.
 - 2.5.1.1. Unless otherwise specified and agreed to with the client, all design work is not intended for printing purposes.
 - 2.5.2. The client will receive a monthly report, if it is included in their retainer. If a report is requested outside of the retainer agreement, an additional invoice may apply and will require payment before the report is provided.

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3. BRIEFING

- 3.1. Before the Services commence, Digital Dynamite and the Client will meet and/or correspond, verbally or in writing, to discuss their channels of communication, the Services, and the scope of work as well as outline any concerns or changes needed for Terms of Engagement.
- 3.2. The Client understands that any ideas which Digital Dynamite presents during briefing and the surrounding discussions are the intellectual property of Digital Dynamite and that the Client will have no right whatsoever to use or disclose any of these ideas without Digital Dynamite's express prior written permission. The Client further understands that by breaching this clause 3.2, it will cause direct financial damage to Digital Dynamite. As such, Digital Dynamite reserves the right to claim damages, amongst other remedies, from the Client, should the Client fail to adhere to this provision.

4. PAYMENT TERMS

Service Fee

- 4.1. Digital Dynamite will charge a Fee for the Services agreed upon. This Fee, including any necessary disbursements or additional costs is detailed in the proposal and/or provided to the Client and in Annexure B hereto ("**Service Fee**").

Variations

- 4.2. The Service Fee is subject to change, should the requested Services be altered in any way by the Client after commencement of these Terms, including any additional rounds of review. Digital Dynamite will provide a proposal for the Services as varied, which an additional sum will be added to the Service Fee. If the Client does not accept the updated proposal, Digital Dynamite is not obliged to carry out any additional services.
- 4.3. If disbursements require upfront payment, the Client will be required to pay the costs before Digital Dynamite carries out the additional services.

Payment Delays

- 4.4. Digital Dynamite reserves the right to suspend the Services in its sole discretion should any payment be delayed.
- 4.5. Should an invoice remain unpaid for more than 7 (seven) calendar days, interest will be charged on any outstanding amounts at a rate of 2% (two percent) per month. The Client undertakes to pay any such interest along with the Service Fee, where necessary.
- 4.6. The Client acknowledges and agrees that it is not a valid reason to withhold payment of the Service Fee due to the Client not being paid by a third party, and accordingly, the Client will pay the Service Fee timeously, regardless of whether it has been paid by a third party or not.

5. MAINTENANCE AND SUPPORT

- 5.1. Should any of the Services provided require ongoing support and/or maintenance, such support and/or maintenance services shall be quoted for in addition to the Service Fee.
- 5.2. The Client shall be quoted up front for an agreed-upon sum of money, which shall be recorded against the Client's account and deducted from as and when the Client requires any maintenance to be performed.

6. OBLIGATIONS OF THE CLIENT

- 6.1. The Client undertakes to Digital Dynamite, in relation to the Services that the client will:

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- 6.1.1. pay each invoice issued in terms of Annexure B timeously and in full;
- 6.1.2. provide the contact details of an employee(s) with decision-making authority who will attend to all correspondence from Digital Dynamite;
- 6.1.3. provide Digital Dynamite with clear, timeous, and reasonable instructions and directions where necessary;
- 6.1.4. use the Services for the purpose for which it was created, and comply with any laws or regulations in force where the Services will be used; and
- 6.1.5. not do anything or allow any act to be done which does or is reasonably and foreseeably likely to prejudice the good name and reputation of Digital Dynamite.

7. GENERAL OBLIGATIONS OF Digital Dynamite

- 7.1. Digital Dynamite undertakes to the Client in relation to the Services that it:
 - 7.1.1. shall render the Services in accordance with these Terms and/or Quotes/Invoices sent and with the deliverables, timeframes and specifications provided in engagements with the Client;
 - 7.1.2. shall act in a manner as it reasonably considers to be most beneficial to the interests of the Client;
 - 7.1.3. shall render the Services in accordance with good industry practice and shall exercise due care, diligence, and skill in the provision of the Services;
 - 7.1.4. shall respect, observe, and adhere to all applicable laws and the rules of any applicable professional regulatory body;
 - 7.1.5. is reasonably experienced, organised, financed, equipped, staffed, qualified and able to render the Services in each and every respect; and
 - 7.1.6. shall not do anything or allow any act within its reasonable control which does or is reasonably and foreseeably likely to prejudice the good name of the Client.

8. INTELLECTUAL PROPERTY

8.1 Ownership and Transfer of Deliverables

8.1.1 Ownership and copyright of final deliverables will transfer to the Client upon full payment of the Service Fee. Source files, drafts, and unaccepted works remain the exclusive property of Digital Dynamite, unless otherwise agreed in writing, subject to additional fees if applicable.

8.1.2 The Client will only own the works created out of the Services which it has accepted as part of the final version ("the works"). As a result:

- The Client will have no ownership or claim of any rights of any nature over any of the works presented to the Client but not accepted as part of the final version; and
- Digital Dynamite shall retain ownership of the source files in respect of the Services unless otherwise agreed between the parties and subject to an additional agreed fee.

8.1.3 Digital Dynamite grants the Client a limited, non-exclusive license to use the deliverables for their intended purpose during the period between delivery and full payment of the Service Fee. This license shall automatically terminate if payment is not made as agreed.

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8.2 Source Files

8.2.1 Source files, including but not limited to editable design files, project files, and templates remain the exclusive property of Digital Dynamite. Clients may request source files at an additional fee, subject to a separate agreement.

8.2.2 Digital Dynamite shall not be obligated to provide source files unless explicitly agreed in writing, even if full payment for the deliverables has been made.

8.3 Unaccepted Works

8.3.1 Digital Dynamite retains ownership of all drafts, iterations, and concepts presented to the Client but not accepted as part of the final deliverables. 8.3.2 Such unaccepted works may be reused or repurposed by Digital Dynamite for other projects, provided they do not incorporate the Client's proprietary information or branding elements.

8.4 Proprietary Tools and Processes

8.4.1 All tools, templates, methods, systems, and know-how used by Digital Dynamite to provide the Services remain the sole intellectual property of Digital Dynamite. The Client shall not acquire any rights, title, or interest in these proprietary tools or processes, even if used to produce deliverables for the Client.

8.4.2 The Client agrees not to reverse-engineer, replicate, or use any proprietary methods, tools, or templates provided by Digital Dynamite for their independent use without express written consent.

8.5 Portfolio Use

8.5.1 Unless otherwise agreed in writing, Digital Dynamite reserves the right to use any part of the deliverables for promotional or marketing purposes, including portfolios, case studies, and online showcases.

8.5.2 The Client may request that specific deliverables remain confidential or excluded from portfolio use by providing written notice at the outset of the project.

8.6 Third-Party Licenses

8.6.1 If the Services require the use of third-party licenses (e.g., stock photos, plugins, software), Digital Dynamite will guide the Client on necessary licenses. However, the responsibility for maintaining these licenses and adhering to their terms after delivery rests solely with the Client.

8.6.2 Digital Dynamite shall not be liable for any breach of third-party license terms caused by the Client's misuse, modification, or failure to renew necessary licenses.

9. CONFIDENTIALITY

Neither party shall during, or after the provision of the Services, use, to the prejudice or detriment of the other party, or divulge or expose to any person any material, trade secret or any other confidential information concerning the business affairs of the other party which may have come into its possession or knowledge during the course of these Terms or pursuant to the booking or provision of the Services.

Any breach of confidentiality may result in immediate termination of this agreement and/or liability for damages equal to the financial or reputational harm caused. The breaching party shall indemnify the other against such losses.

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10. USE OF SUB-CONTRACTORS

Digital Dynamite may utilise sub-contractors to fulfil any rights or obligations under these Terms, ensuring that such sub-contractors adhere to the same service standards as Digital Dynamite, for which Digital Dynamite will remain fully responsible. Additionally, Digital Dynamite may render services to third parties, provided that the Services delivered to the Client meet all agreed-upon deliverables, timelines, and performance metrics outlined in the proposal or scope of work.

11. DATA PROCESSING

- 11.1. Digital Dynamite understands and agrees that it may, during its provision of the Services, operate as an “operator” of personal information, as defined in the *Protection of Personal Information Act, 2013* (“**POPI**”) on behalf of the Client.
- 11.2. Accordingly, Digital Dynamite warrants that it shall adhere to all applicable duties and obligations of an “operator” as defined and required under POPI when processing any personal information it derives from the Client and/or its data subjects, pursuant to its provision of its Services. These duties and obligations include ensuring that all such personal information it may have access to from the Client is treated strictly confidential and is secured and processed at standards equal to or better than that required by POPI and/or the Client.
- 11.3. To ensure Digital Dynamite can meet its obligations and duties as an operator, the Client warrants that it shall limit Digital Dynamite’s access, to that of administrator of only those databases directly owned by the Client. Digital Dynamite shall not directly access or process any of the Client’s own client information.
- 11.4. Further, both parties expressly indemnify the other party against any third-party claims which may be brought against either party for that party’s failure to adhere to their duties as prescribed under POPI related to their role as either or both the relevant responsible party and/or operator as defined in POPI.
- 11.5. Both parties warrant to each other that when providing their own data, or their data subjects’ data to the other party for processing or whatever reason, they have the lawful right/s and/or required express and informed consent of such data subjects to share data with the other party.
- 11.6. Digital Dynamite is also aware that the Client is not necessarily the “responsible party” when processing the personal information of data subjects, and as such, Digital Dynamite may be required to engage a third party to ensure that its duties under POPI are satisfied.
- 11.7. Should the Client have any additional terms and conditions relating to how Digital Dynamite must process personal information provided to it by the Client, the same additional conditions of processing must be contained in a data processing agreement between the parties in writing.
- 11.8. Digital Dynamite also warrants to the Client that it has no criminal convictions or judgments recorded against it which relates to crimes relating to fraud, unlawful use of personal information or any crime related to the illegal use or processing of personal information in any way.
- 11.9. Digital Dynamite also understands and agrees that for data continuity and risk-mitigation purposes, should these terms be terminated for any reason, and unless otherwise provided for in another data processing agreement between it and the Client, Digital Dynamite will cease all processing of personal information provided to it by the Client, as well as permanently delete/destroy any personal information of the Clients on/within their systems within a reasonable period following termination.

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12. CANCELLATION

- 12.1. Should the Client wish to cancel the Services, the following will occur:
 - 12.1.1. Unless otherwise previously discussed, the Client must give Digital Dynamite 30 (thirty) calendar days' written notice of its intention to cancel the Services;
 - 12.1.2. Digital Dynamite shall provide the Client with a Final Invoice which will cover all expenses, disbursements or Services already incurred or provided by Digital Dynamite prior to the date of termination. The Client understands that the final invoice will include any reasonable loss Digital Dynamite has suffered from the cancellation of the Services. Losses shall be calculated based on the remaining project scope and incurred expenses;
 - 12.1.3. The parties will hand over to the other party any document, equipment or confidential information belonging to that party.
- 12.2. Digital Dynamite shall provide the Client with a detailed handover document containing all relevant information and project progress to ensure a smooth transition.
- 12.3. Digital Dynamite shall also confirm in writing any remaining work or deliverables agreed upon or paid for by the Client, along with the expected timelines for their completion
- 12.4. Digital Dynamite, in its sole discretion, may reduce the notice period provided for in clause 12.1.1 above on request from the Client. In deciding whether to reduce the period, Digital Dynamite will consider the nature of the Services being provided and the effect of cancellation.

13. LIABILITY AND INDEMNIFICATION

- 13.1. Each party warrants to the other that any information, including but not limited to, images, copy, software, documents or designs provided to a party in connection with the Services is free from any copyright and/or does not infringe upon any rights of any third party to which the information belongs or all fees, royalties and payments have been made to and permissions granted from the lawful copyright owner.
- 13.2. Apart from instances of dishonesty or gross negligence, Digital Dynamite will not be liable for loss, damage, or delay, including loss of profits and consequential loss, suffered by the Client as a result of Digital Dynamite's provision of the Services, after the Client has accepted the Services.
- 13.3. The Client agrees to hold harmless and indemnify Digital Dynamite against any losses, expenses, claims, damage, or delay, including loss of profits and consequential loss, suffered by the Client as a result of the utilisation by Digital Dynamite of the services of any third-party suppliers, breach of any intellectual property rights or in the course of providing the Services.
- 13.4. The Client acknowledges and agrees that the use of the Services is based on the information that the Client provides and is at its own risk. Neither Digital Dynamite nor its employees, suppliers, and/or licensors warrant that the Services will result in the Client's desired outcome. Digital Dynamite does not make any warranty as to the results to be obtained from the use of the Services and the Services are made available to the Client on an "as-is" and "as-available" basis without warranties of any kind, either express or implied.
- 13.5. The Client acknowledges and agrees that should they share any confidential and/or critical information and/or data, that compromises Digital Dynamite's ability to supply the agreed upon services in the agreed timeframe, Digital Dynamite shall not be held

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liable for any loss, damage, or delay, including loss of profits and consequential loss, suffered by the Client.

- 13.6. If the Client grants access, whether internal or external, known or unknown, without prior discussion and agreement with Digital Dynamite, and such access results in changes that cause delays, losses, or impedes Digital Dynamite from achieving the agreed-upon goals, Digital Dynamite shall not be held responsible for any resulting loss, damage, or delays, including loss of profits or consequential damages incurred by the Client.

14. BREACH

- 14.1. Either party ("**the innocent party**") shall have the right, at its election, to terminate these Terms forthwith by giving notice in writing to the other party ("**the breaching party**") in the event that:
- 14.1.1. on written notice to the effect by the innocent party, should the breaching party commit any breach or permit the commission of any breach of any material obligation or warranty contained in the Terms and, in respect of such a breach capable of remedy, fail to remedy that breach within 5 (five) business days after the giving of written notice to that effect by the innocent party to the breaching party; or
 - 14.1.2. the breaching party repeatedly breaches any of the terms and/or conditions of the Terms in such a manner as to justify the innocent party in holding that the breaching party's conduct is inconsistent with the intention or ability of the breaching party to carry out the provisions of the Terms.
- 14.2. The cancellation of the Terms by the innocent party in the circumstances contemplated in clause 14.1 shall be without prejudice to any other rights or remedies the innocent party may have in law (including the right to claim damages).
- 14.3. In the event of cancellation of the Terms in the circumstances contemplated in clause 11.1, written notice of any such cancellation shall be given and such cancellation shall take effect on the giving of such notice.

15. DISPUTE RESOLUTION

- 15.1. Should any dispute, disagreement or claim arise between the Client and Digital Dynamite concerning the Services or anything related thereto, the parties shall endeavour to resolve the dispute amicably, through investigation (internally by risk officer), negotiation, and with the best interests of both parties in mind.
- 15.2. Should the parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, it shall be resolved with the assistance of any industry expert, or finally, by arbitration in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator appointed by Digital Dynamite.
- 15.3. The parties both agree that in no circumstance will either party publicise the dispute on any media platform, including social media. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage will result in a financial claim.

16. FORCE MAJEURE

It is agreed that neither party shall be liable for delay or failure to perform any obligations contained herein if such delay is due to acts of God, fire, earthquake, labour dispute, war, martial law, interruption of transport, government order, electrical load-shedding or surges, riot, revolution, outbreak of epidemic, pandemic or other widespread diseases or any other cause beyond the reasonable control of the parties.

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17. SERVICE ADDRESS

Each of the parties choose *domicilium citandi et executandi* for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purposes arising from the Terms at their respective addresses as nominated to each other in writing from time to time.

18. GENERAL

- 18.1. **Survival of Rights, Duties and Obligations:** Termination of these Terms for any cause whatsoever shall not release either party from any liability which at the time of termination has already accrued to the other or which thereafter may accrue in respect of any act or omission prior to such termination.
- 18.2. **Entire Agreement and Variation:** No alteration, consensual cancellation, variation of, or addition to these Terms shall be of any force or effect unless reduced to writing and signed by both parties. These Terms contain the entire agreement between the parties and neither party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.
- 18.3. **Indulgences:** No indulgence, leniency, or extension of time which any party (“**the grantor**”) may grant or show to the other shall operate as an estoppel or in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- 18.4. **Governing Law:** These Terms shall be governed by and interpreted in accordance with the law of the Republic of South Africa. All disputes, actions, and other matters in connection with the Terms shall be determined in accordance with such law.
- 18.5. **Invalidity:** Any provision of these Terms which is held invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 18.6. **Severability:** Each undertaking in these Terms shall be construed as a separate undertaking and if one or more of the undertakings contained in the Terms is found to be unenforceable or in any way unreasonable, the remaining undertakings shall continue to bind the parties. To the extent possible in any jurisdiction to which these Terms may apply or in which these Terms may be enforced, if any undertaking contained in these Terms is found to be void but would be valid if the period of application thereof were reduced or if some part of the undertaking were deleted, the undertaking in question shall apply with such modification as may be necessary to make it valid and effective.
- 18.7. **Cumulative Rights and Remedies:** The rights and remedies of the parties under these Terms are cumulative and in addition to any rights and remedies provided by law.

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ANNEXURE A – THE SERVICES

1. Login Credentials & Access

- 1.1. Digital Dynamite will, upon request, consent and provision of by the client, require existing login credentials and access for specified systems in order to carry out agreed upon and invoiced services. Digital Dynamite may also need to create login credentials and access on behalf of the client as well with the Clients permission in writing;
 - 1.1.1. Digital Dynamite confirms that the login credentials and access provided by the client or created by Digital Dynamite for the client, may be stored in a digitally secured password vault as a means of exercising responsible password safety measures while services are being provided to the client.
 - 1.1.2. If the login credentials and access provided by Digital Dynamite, whether upon request or as a service requirement, are changed by the Client or any party other than Digital Dynamite who has received logins and/or access, and such changes result in a delay in service or project delivery, Digital Dynamite shall not be liable or responsible for any such delay or its impact on the project timeline.
 - 1.1.3. Should the Client or any third party delete or alter the login credentials, or access, or the account associated with those credentials, whether initially provided by Digital Dynamite or not, Digital Dynamite shall not be liable for any delays, disruptions, or additional costs incurred as a result of such changes.
 - 1.1.4. Unless otherwise requested or required by the Client, Digital Dynamite shall, after provision of login credentials and/or access to the Client, remove any stored login credentials and/or access upon completion/termination of retainers/projects within a 30 calendar day period.
 - 1.1.5. Should the Client provide access to accounts that Digital Dynamite has the same access to, and risk of IP being exposed to external parties is presented or suspected, Client is obligated to inform Digital Dynamite immediately for further discussion.
 - 1.1.5.1. Should the client fail to inform Digital Dynamite and external party access is discovered by Digital Dynamite, then Digital Dynamite shall proceed to remove the external party should Digital Dynamite have the required access to do so.
 - 1.1.5.2. Should Digital Dynamite not have required access to remove unauthorized/unknown parties, Digital Dynamite shall cease production on related accounts where exposure or breach of IP and this contract is suspected.
 - 1.1.5.3. Client shall be held responsible for any exposure or loss of IP due to unauthorized or external party access

2. PRESENTATION OF SERVICES

- 2.1. Prior to the final Services being delivered to the Client, the Client will be provided with 3 (Three) of rounds of review to provide any feedback and/or amendments to the Services before finalisation thereof.
- 2.2. For each round of review, the Client will provide written feedback within 2 (two) business days of receiving the review or having the review meeting conducted. Thereafter, Digital Dynamite will alter the version received based on the Client's feedback. The client is fully responsible for any delayed or missing feedback provided

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to Digital Dynamite. The client is conscious that any delayed feedback may result in the agreed upon timeline and due date being impacted and thus does not hold Digital Dynamite accountable.

- 2.3. A round of review will be considered accepted and completed if the Client, following receipt of the version for review, has not requested any additional alterations within 7 (seven) business days of receipt.
- 2.4. Should the Client require further amendments after the final version has been accepted, Digital Dynamite may, in its sole discretion, charge an additional fee to the Service Fee. The additional fee will be communicated to the Client in advance.

3. OUT OF SCOPE AND URGENT WORK

- 3.1. Any urgent work or work which the Client requires to be performed outside of the scope of work will be billed hourly at a rate of R1050 (one thousand and fifty Rand) (ex VAT) per hour. Any urgent consultation or consultation that the Client requires to be performed will be billed hourly at a rate of R1350 (one thousand two hundred and fifty Rand) (ex VAT) per hour.
- 3.2. Business hours are defined as between 09h00 and 16h30 on weekdays (Monday to Thursday) and 09h00 and 15h30 on Fridays, excluding weekends and recognised South African public holidays

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ANNEXURE B – PAYMENT TERMS

1. Invoice and Payments

- 1.1. Digital Dynamite will prepare a proposal for the Client based on the requested Services which shall include the Service Fee and any other associated costs for the Services.
- 1.2. Once the proposal has been accepted by the Client, the Client will be provided with an invoice for payment thereof.
 - 1.2.1. Purchase Order Process (PO):
 - 1.2.1.1. Digital Dynamite acknowledges that the Client may have a purchase order process in place. This process typically involves a quote being issued by Digital Dynamite, the Client providing a purchase order (PO) to Digital Dynamite, and Digital Dynamite issuing an invoice to the Client for payment.
 - 1.2.1.1.1. The Client agrees that once the quote is provided by Digital Dynamite, the Client shall commit to provide the PO document within five (5) business days, then once Digital Dynamite receives the PO, Digital Dynamite confirms an invoice will be provided within five (5) business days.
 - 1.2.1.1.2. The Client agrees to pay the Invoice by the stipulated due date on the Invoice itself.

1.3. Project-based or ad-hoc Services

1.3.1. An invoice will be paid by the Client as follows for projects:

- 1.3.1.1. a non-refundable deposit of [50]% (fifty percent) of the Service Fee will be paid to Digital Dynamite upon acceptance of the proposal and receipt of the invoice by the Client (“**the Deposit**”); and
- 1.3.1.2. the remainder of the Service Fee and any additional costs or disbursements necessary for provision of the Services will be paid within 30 (thirty) days after completion of the Services and/or project.

OR

- 1.3.1.3. the remainder of the Service Fee and any additional costs or disbursements necessary for provision of the Services will be paid by the Client in equal monthly payments as defined within the proposal provided until completion of the Services.

1.3.2. An invoice will be paid by the Client as follows for ad-hoc services:

- 1.3.2.1. Invoices for existing clients shall be actioned upon,
 - 1.3.2.1.1. The invoiced Service Fee and any additional costs or disbursements necessary for provision of the Services will be paid within 30 (thirty) days after completion of the Services.
- 1.3.2.2. Invoices for clients new to the company will require upfront payment of the invoice before actions are taken to provide the invoiced services.

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- 1.3.2.3. However, exceptions are possible through discussion and agreement between the company and client in writing.
- 1.4. Please note that Digital Dynamite shall not begin production for any requests until the non-refundable deposit has been received. Unless otherwise discussed with and arranged with the managing director. Considering this, should deposit or payment delays occur due to reasons on the Clients side, Digital Dynamite accepts no liability for any delays in the proposed project timelines.
- 1.5. Retainer Services
 - 1.5.1. Where the Services are being provided on a retainer basis, Digital Dynamite will charge a monthly Service Fee for the Services. The Service Fee, including any necessary ongoing disbursements or additional costs, is detailed in the proposal and subsequent invoice/s, which will be delivered by Digital Dynamite to the Client by an agreed upon business day of each month in which the Services are provided. The Client shall make payment of the full amount of the invoice by the specified due date on the invoice. If Digital Dynamite delivers an invoice to the Client after the 21st day of the month for the present month, the Client shall be given a 7 calendar day grace period from the 1st Business day of the following month to make payment of the full amount of the quote/invoice unless otherwise agreed to by both parties.
 - 1.5.2. It is specifically provided that the Client shall only be entitled to carry over any unused time in respect of the retainer in any calendar month to the immediately following calendar month, but any such unused time not used in such immediately following calendar month shall be forfeit. This will only be applicable after agreed upon discussion with Digital Dynamite.
- 1.6. The Service Fee does not include any import/export fees, collection/release charges, international taxes, licensing fees or other incidental fees which may arise through Digital Dynamite's provision of the Services. These additional costs will be for the Client's account.
- 1.7. Invoices will reflect the Service Fee and any additional disbursements or costs, inclusive of Value Added Tax, where applicable.
- 1.8. Invoices will be paid free of exchange, bank fees or set off, by the Client into Digital Dynamite's South African bank account nominated in writing for that purpose, or as displayed on an invoice.

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1. INTRODUCTION

The below document summarises the Terms of Engagement Terms of Digital Dynamite, as well as Lines Items within invoices received from Digital Dynamite which will be applicable to your use of its Services.

2. SUMMARY OF TERMS

The Terms include the following clauses which are applicable to you as the Client. These clauses can be summarised as follows:

- 2.1. UX: User Experience.
- 2.2. UI: User Interface.
- 2.3. Writing: Use of email between parties.
- 2.4. Relationship of the Parties: Digital Dynamite is a service provider to you as the Client. We are not considered to be in any other form of relationship especially that of employer/employee or partners.
- 2.5. Discovery: Meeting between client (Relevant parties) and Digital Dynamite (Relevant parties) where discussion surrounding project consultation, business objectives, target audience, requirements, needs assessment, technology recommendations, channels of communication, workflow, timeline and resource planning occurs.
- 2.6. The Services: Digital Dynamite will provide you with the Services specified in the accepted quote/proposal document and Invoices sent to you.
- 2.7. Briefing: Before Digital Dynamite commences with the Services, we may brief you on options or ideas with respect to the Services you are looking to receive. Any idea that you do not proceed with will remain Digital Dynamite's and you will have no rights to that idea or its associated intellectual priority.
- 2.8. Payment Terms: Digital Dynamite's payment terms are set forth in Annexure B. As compensation for Digital Dynamite's Services, you will be responsible for paying the Service Fee.
- 2.9. Maintenance And Support: Any on-going maintenance and support will be an additional cost which Media Active will provide a quote for.
- 2.10. Obligations of the Client: These are the obligations you owe Digital Dynamite for the duration of our relationship.
- 2.11. General Obligations of Digital Dynamite: These are the obligations Digital Dynamite owes you for the duration of our relationship.
- 2.12. Intellectual Property: You, as the Client, will own the intellectual property created by Digital Dynamite once the Service Fee has been paid in full.
- 2.13. Confidentiality: These Terms and any information shared between us will be confidential and held in such confidence even after termination of the relationship. Except when clear consent is given by the client or as required by law or legal institutions.
- 2.14. Use of Sub-Contractors: Digital Dynamite may use subcontractors to carry out any of the Services. Digital Dynamite will however remain liable for the action and conduct of its subcontractors. Digital Dynamite will confirm with the client, whom/what company is being subcontracted and for what reason.
- 2.15. Data Processing: Data will be processed by the parties in accordance with the requirements of the Protection of Personal Information Act, 4 of 2013.

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- 2.16. Cancellation: These Terms can be cancelled subject to reasonable notice provided by you to Digital Dynamite.
- 2.17. Liability and Indemnification: These are the clauses that disclaim Digital Dynamite's liability.
- 2.18. Breach: The process that must be followed where one party breaches any of the provisions of these Terms.
- 2.19. Dispute Resolution: The process to follow where there is a dispute that arises between us.
- 2.20. Force Majeure: Neither party will be liable to fulfil their obligations where there is an external force (such as an act of nature) that objectively prevents them from doing so.