



TABLE SHARE SA INDEPENDENT CONTRACTOR AGREEMENT

1. INTERPRETATION AND DEFINITIONS

1.1. In this Agreement, unless the context otherwise indicates, the following words will have the following meanings:

1.1.1. "the/this Agreement" means this Agreement together with any annexures thereto.

1.1.2. "the Company" means Table Share SA Registration Number 2011/050510/23.

1.1.3. "the Consultant" means the individual specified on this form.

1.1.4. "the Service" means the service to be provided by the Consultant on behalf of the Company from time to time in the term of clause 3 of this Agreement.

1.1.5. "the Commission" means the commission payable by the Company to the Consultant from time to time as set out in the commission rules of the Company and based solely on orders accepted by the Company.

1.1.6. "the Effective Date" means the date on which this agreement commences, as specified on the front of this form.

1.1.7. "the End Date" means the date on which this agreement terminates, as specified on the front of this form.

1.1.8. "the Protected Parties" means the Company and its clients.

1.2. Words importing the singular shall include the plural and vice versa.

1.3. The headnotes to the clauses in this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

2. INTRODUCTION WHEREAS

2.1. The Company wishes to appoint the Consultant to provide the services, the Consultant wishes to accept such appointment.

2.2. The Consultant is able to provide the service as required by the Company and warrants that he or she is suitably organised, qualified, equipped and experienced in the provision of the service referred to and required in terms of this Agreement.

2.3. The parties wish to record their agreement in writing.

This INDEPENDENT CONTRACTOR AGREEMENT is made and entered into by and between: **David Vs Goliath Life Coaching CC trading as Table Share SA** [Registration number: 2011/050510/23] (hereinafter referred to as "the Company") and _____ (name)

INITIAL HERE:



[Identity number: _____] (hereinafter referred to as “Consultant”), is effective for 1 year from 1 May 2022 (the “Effective Date”) to 31 April 2023 (the “End Date”), and can only be renewed or nullified by a new agreement.

WITNESSETH; That

WHEREAS, the Company and Consultant (the “Parties”) desire to enter into this Agreement by which the Company will connect the Consultant to customers using its Platforms (whether online or offline) (the “Platform”) for use in carrying out this Agreement in accordance with the terms and conditions hereinafter specified.

3. DESCRIPTION OF SERVICE. Beginning on 1 May 2022, the Consultant will be connected to customers using the Platform to provide private chef/host services (collectively the “Services”) for individuals or groups (the “User”) who have requested for such services to the Company through its Platform.
4. PAYMENT FOR SERVICES. The User shall make a lump sum payment of the requested Services to the Company. The Company will first deduct 25% from the lump sum as its commission, and then proceed to pay 50% of the remaining amount to the Consultant. After the Services are provided, the Consultant will be paid the remaining 50% by the Company. Should it happen that circumstances arising either from the Consultant or User causes a cancellation of the Services more than 24 hours before its execution, all of the amount paid to the Consultant for the purposes of carrying out the requested Services (whether 50%, more than 50%, or less than 50%) will be paid back to the Company. The total amount paid back to the Company by the Consultant should be the same as the amount that was paid by the Company to the Consultant. Should the Consultant fail to pay the exact amount, the Company will arrange for the retrieval of the missing amount from the Consultant.
5. TERM/TERMINATION. This Agreement shall terminate automatically on 31 April 2023 unless otherwise terminated prior to this End Date as determined by the Company or the Consultant. This Agreement can only be renewed or nullified by a new agreement between the Parties.
6. RELATIONSHIP OF PARTIES. It is understood by the Parties that the Consultant is an independent contractor with respect to the Services, and not an employee of the Company. As a result, the Company will not provide fringe benefits, including health insurance benefits, paid leave/vacation, or any other employee benefit, for the benefit of the Consultant.

INITIAL HERE:



7. **WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the “Work Product”) developed in whole or in part by the Consultant in connection with the Services shall be the exclusive property of the Company. Upon request, the Consultant shall sign all documents necessary to confirm or perfect the exclusive ownership of the Company to the Work Product.
8. **CONFIDENTIALITY.** The Consultant will not at any time or in any manner, either directly or indirectly, use for their personal benefit or divulge, disclose, or communicate in any manner any information that is proprietary to the Company. The Consultant will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Consultant will return to the Company all records, notes, documentation and other items that were used, created, or controlled by the Consultant during the term of this Agreement.
9. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement whether oral or written.
10. **AMENDMENT.** This agreement can be amended only by a writing signed by both Parties.
11. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
12. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the Republic of South Africa.

Signatures of Parties to this Agreement:

TABLE SHARE SA INDEPENDENT CONTRACTOR

Signature: _____

Date: _____

INITIAL HERE:



TABLE SHARE SA CC

Signature: _____

Date: _____

INITIAL HERE: