

MASTER SERVICES LEVEL AGREEMENT

Entered into between:

Shift ONE Digital (PTY) LTD

Registration number: 2022/785028/07
(hereinafter referred to as "Shift ONE")

Sanctura | Saint Raphael (Pty) Ltd

Registration number: 2024/407558/07

VAT nr:

(hereinafter referred to as "the Client")

1. INTERPRETATION

1.1 In this Agreement, unless otherwise indicated, the following terms have the meanings given below:

- 1.1.1 "**Agreement**": This document and all its annexures/appendices.
- 1.1.2 "**Clientgrantm@sanctura.co.uk, info-sa@sancturalife.com.**
- 1.1.3 "**Shift ONE (also referred to as "the Agency", "Shift ONE Digital (Pty) Ltd", "Shift ONE", or "S1")**": means Shift ONE Digital (Pty) Ltd, Registration No. 2022/785028/07, of 231 Eden on the Bay, Blouberg, Cape Town.
- 1.1.4 "**Client's Materials- 1.1.5 "**Companies Act- 1.1.6 "**Data Message- 1.1.7 "**Electronic Signature- 1.1.8 "**Hosting Services- 1.1.9 "**Intellectual Property************

trademarks, trade names, copyrights, designs, know-how, confidential information, strategies, marketing plans, and similar rights in South Africa or other countries.

- 1.1.10 **"Personal Data"**: As defined in the Protection of Personal Information Act No. 4 of 2013.
- 1.1.11 **"Proposal, Budget, Estimate, Quote or Scope of Work"**: Any written document, including a service guide, proposal, cost estimate, or quote accepted by the Client, describing the Services or specific terms and conditions.
- 1.1.12 **"Services"**: All services and Service Deliverables designed, developed, procured, or supplied by Shift ONE as per clause 1.1.11.
- 1.1.13 **"Retainer"**: The services delivered monthly for an agreed fee, based on the resources secured for and dedicated to delivering the scope of work within the agreed period of this agreement.
- 1.1.14 **"Shift ONE's Materials"**: Any Intellectual Property, information, documentation, products, and other materials developed by Shift ONE, excluding content vested in the Client per clause 7.1.
- 1.1.15 **"The Brief"**: The written brief compiled by the Parties during initial briefing meetings required for the Services the Client requires.
- 1.1.16 **"The Effective Date"**: As noted in section 3.3, regardless of when the last party signs the Agreement.
- 1.1.17 **"The Parties"**: Shift ONE and the Client.
- 1.1.18 **"Third Party Services"**: Services provided by third parties procured by Shift ONE for the Client's benefit.
- 1.1.19 **"VAT"**: Value-added tax as per the Value Added Tax Act, No. 89 of 1991 (as amended), including any additional taxes that may be imposed in relation to the rendering of the Service/s that may be or become applicable from time to time.
- 1.1.20 **"Working Day"**: Any day other than a Saturday, Sunday or public holiday in the Republic of South Africa.
- 1.1.21 **"Material Grounds"**: Significant reasons or justifications that are substantial enough to warrant terminating the contract. The Client must prove, beyond a reasonable doubt, that the Agency engaged in gross negligence.
- 1.1.22 Any reference to the singular includes the plural and vice versa, any reference to natural persons includes legal persons and vice versa, and any reference to a gender includes the other gender.
- 1.1.23 If figures are referred to in numerals and words, the words shall prevail in the event of any conflict between the two;

- 1.1.24 Any amounts specified in this Agreement shall be exclusive of VAT unless stated otherwise;
- 1.1.25 This Agreement shall be binding on the respective parties' assigns and/or successors-in-title and/or on any third party who purchases the parties' respective businesses subsequent to the Effective Date hereof;
- 1.1.26 Should any provisions of this Agreement be found to be pro non scripto or invalid for whatever reason, then the remainder of the provisions of this Agreement shall remain binding on the parties, and it shall be interpreted to the exclusion of the offending/invalid provision/s;
- 1.1.27 In the event of any ambiguity existing with regard to any wording, phrase or provision of this Agreement, then the rule of interpreting such ambiguity against the party who provided such wording, phrase or provision shall not be applicable to the interpretation thereof due to the parties having negotiated, settled and concluded this Agreement on mutually agreed terms and conditions;
- 1.1.28 "Including" implies non-exclusivity; other examples may apply.
- 1.1.29 Section headings are for convenience and do not affect interpretation.
- 1.1.30 This Agreement is governed by South African law, excluding the contra proferentem rule.
- 1.1.31 All proposals submitted to the Client by Shift ONE and any terms and conditions contained therein shall be deemed to be supplemental to and subject to the terms and conditions of this Agreement.
- 1.1.32 In the event of any direct conflict between the terms of this Agreement and the terms of any Proposal, that conflict shall be resolved in accordance with the provisions of:
 - 1.1.32.1 the Proposal, where the conflict relates to fees, payment terms, milestone dates and schedules; or
 - 1.1.32.2 this Agreement in all other cases.

2. INTRODUCTION

- 2.1 The Client wishes to contract with Shift ONE for the Services on the terms and conditions in this Agreement.
- 2.2 Shift ONE and the Client agree to conduct their relationship based on good faith, exercising professionalism, transparency, mutual respect, and consideration.
- 2.3 This Agreement does not create any agency, partnership, or joint venture between the parties. Neither party can bind the other to any obligation unless expressly stated in this Agreement.

- 2.4 For certain types of third-party services, such as the management of digital advertising campaigns, Shift ONE shall be authorised to act as the Client's agent in dealing with third parties. Where the Client provides Shift ONE with access credentials to the Client's accounts with third parties or authorises Shift ONE to create any such accounts, including but not limited to search engine or social media advertising accounts and the like, the Client acknowledges and agrees that Shift ONE shall be authorised to operate and transact on such accounts as an agent for and on behalf of the Client.
- 2.5 The Client acknowledges that Third Party Services may have their own terms and conditions and agrees to familiarise themselves and comply with them.

3. APPOINTMENT & DURATION

- 3.1 **Appointment:** The Client appoints Shift ONE to supply the Services, and Shift ONE accepts this appointment.
- 3.2 **Services:** Shift ONE will provide the Services as selected by the Client according to the terms of this Agreement and based on signed proposals. A copy of the proposals is linked in Appendix B.
- 3.3 **Commencement:** This Agreement shall commence on 05 January, 2026 and it shall be of force and effect at all and any times when Services are being rendered by Shift ONE to the Client as from the Effective Date hereof.
- 3.4 **Trial Period:** Initially, the contract includes a three-month trial period, starting on 05 January, 2026 and ending on 05 April, 2026, during which 1 (one) calendar month's notice is required that the contract will end at the end of the 3 (three) month period. Material grounds have to be provided for this cancellation.
- 3.5 **Duration:** This contract is for an Initial Period of 12 (twelve) months. If both Parties agree to continue after the Trial Period, the agreement extends for the remaining 9 (nine) months.
- 3.6 **Automatic Renewal:** The Agreement automatically extends for another 12 (twelve) months unless the Client notifies Shift ONE in writing at least 3 (three) months before the Initial Period ends, see 3.7.1.
- 3.7 **Cancellation:**
 - 3.7.1 **Agreement Cancellation:** If a party wishes to cancel the contract at the end of the agreed duration (3.5), or wishes to cancel a significant proportion of services (more than forty percent (40%) of agreed services), such party must provide the other party with 3 (three) months' written notice of the cancellation. Material grounds for early cancellation need to be provided in writing, see 1.1.21.
 - 3.7.2 **Payment of Outstanding Fees:** Upon termination or cancellation, all outstanding fees previously agreed to and delivered in full, are to be paid in full on the last day of the contract. Shift ONE is entitled to withhold all Intellectual Property, access and other material developed for and on behalf of the Client by Shift ONE until such time as payment in full has been received by Shift ONE.
 - 3.7.3 **Early Cancellation Fee:** Shift ONE reserves the right to charge an early cancellation fee to cover costs incurred in preparing for and allocating

resources to service the Client. This fee includes, but is not limited to, loss of opportunity, loss of revenue, and committed resource costs, and shall be **seventy-five percent (75%) of the total remaining contract value**. This same percentage will apply where the Client elects to terminate the Agreement early by paying a buy-out fee, which must be confirmed in writing and settled in full within **fourteen (14) calendar days** of such written confirmation.

In cases where early termination is requested due to verified financial hardship, the Client must submit **audited financial statements signed off by a registered auditor**. Shift ONE will assess such submissions and reserves the right, at its sole discretion, to reduce or waive the applicable early cancellation or buy-out fee.

4. FEES

- 4.1 **Payment Basis:** Fees are payable to Shift ONE based on the specifics of the Quote or Proposal supplied. If not specified, fees are payable according to Shift ONE's standard rates for time and materials.

4.1.1 **Discounts and Reduction of Fees:**

- 4.1.1.1 If a Client agrees to a twelve (12) month retainer, they will receive one (1) Marketing Strategy workshop refresher (2 hours) per annum at no charge, and two (2) hours of Account Management time per month at no charge. One (1) free one (1) day training course per year with the Digital Marketing Academy is also included. The standard hourly rate will be R995 ex VAT.
- 4.1.1.2 If a Client agrees to a twenty-four (24) month retainer, they will receive one (1) Marketing Strategy workshop refresher (2 hours) per quarter at no charge and four (4) hours of Account Management time per month at no charge. Two (2) free one (1) day training courses per year with the Digital Marketing Academy are also included. The standard hourly rate will be reduced to R850 per hour ex VAT.
- 4.1.1.3 Should a Client not wish to commit to a twelve (12) or twenty-four (24) month agreement, then the standard hourly rate of R1,250 ex VAT per hour will apply.

4.2 **Invoice Payment:**

- 4.2.1 The first invoice per Appendix B or the Proposal must be paid in full, upfront, before any services will commence.
- 4.2.2 Thereafter, the amounts in Appendix B or the Proposal must be paid by the Client within seven (7) days of receiving an invoice from Shift ONE unless otherwise agreed to in writing.
- 4.3 **Debit Order:** Shift ONE offers the Client the option of a monthly debit order to simplify and streamline payment processes. This option is not mandatory unless Shift ONE determines that the Client frequently fails to make payments within seven (7) days. In such cases, Shift ONE will request that the Client commit to a monthly debit order. Shift ONE will send the Client an invoice seven (7) days before running the debit order,

indicating the amount to be deducted. This allows the Client time to review and dispute any charges if necessary, as laid out in clause 4.4. Refer to Appendix A.

4.4 Disputed Invoices:

- 4.4.1 If the Client disputes any portion of an invoice, they must notify Shift ONE in writing with reasons.
 - 4.4.2 The parties will attempt to resolve the dispute in good faith.
 - 4.4.3 The Client must continue to pay all undisputed invoices or undisputed portions of any invoices.
- 4.5 **Late Payments:** If the Client fails to pay any invoices, including resolved disputes in favour of Shift ONE, the Client must pay interest at two percent (2%) per month, calculated daily and compounded monthly, until full payment is received. Shift ONE shall also be entitled to suspend the provision of the Services for any period in which any payment remains outstanding.
- 4.6 **Annual Fee Increase:** An annual fee increase of ten percent (10%) applies.
- 4.7 VAT and Taxes:**
- 4.7.1 The Client must pay all taxes related to the Services.
 - 4.7.2 All fees and charges in any Proposal are exclusive of VAT unless stated otherwise.
 - 4.7.3 For clients based in the USA, all fees quoted by Shift ONE are exclusive of applicable sales, use, value-added, or similar taxes. The Client is responsible for the payment of any such taxes as required by law in their jurisdiction. Where Shift ONE is legally required to collect and remit sales tax (including, but not limited to, Florida sales tax), such amounts will be added to the invoice and payable by the Client in addition to service fees.
 - 4.7.4 Clients outside of South Africa will qualify for a VAT exemption on services provided, provided that they do not have a regional office or branch in South Africa. If a client does have a regional office or branch within South Africa, and the services rendered are for the benefit or use of that regional office or branch, the standard VAT rate of fifteen percent (15%) will apply.
- 4.8 **International Payment Fees:** If no local bank account is available in your country, Shift ONE may absorb SWIFT bank transfer fees, provided this is discussed and agreed upon in advance. This applies strictly to **SWIFT transfers - PayPal or other platform fees remain the Client's responsibility.**
- 4.9 **Expenses:** The Client must pay for any reasonable materials or travel expenses incurred by Shift ONE, approved in writing by the Client, excluding travel between ordinary residence and workplace.
- 4.9.1 Should Shift ONE make travel arrangements to meet a client in person at the client's request, and the client cancels the meeting after non-refundable travel

arrangements have been confirmed, the client shall be liable for one-hundred percent (100%) of all costs incurred by Shift ONE in relation to such travel, including but not limited to flights, accommodation, transport, and related booking fees.

- 4.9.2 Where an in-person meeting is initiated by Shift ONE, all related travel costs will be borne by Shift ONE, unless agreed in writing up front.
- 4.10 **Credit Card Use:** Please use your company credit card for agreed-upon purchases or ads. When using our card, a ten percent (10%) fee, or a minimum of R999 ex VAT, will be charged to clients using the Shift ONE credit card for online advertising procurement, covering bank fees and admin charges.
- 4.11 **Minimum Fixed Monthly Retainer Fees:** The items marked with an asterisk (*) in Appendix B and on your retainer proposal can not be reduced and will be invoiced for the term of the agreement, regardless of whether services were used partially or fully, as they form part of the Minimum Fixed Retainer Fees.
- 4.12 **Monthly Retainer Fees:** Once the monthly retainer has been agreed and confirmed, the Client may add additional services at any time, which will be incorporated into the monthly retainer going forward. However, any changes to or removal of monthly services require a minimum of one (1) calendar month's written notice. This does not apply to Minimum Fixed Monthly Retainer Fees in 4.11.
- 4.13 **Commitment of Monthly Services:** Once a new service has been added to the monthly retainer, we request a commitment of six (6) months to allow sufficient time for meaningful results and performance insights. Early termination of the service may lead to incomplete data, limited strategic value, and reduced overall impact.
- 4.14 **After Hours or Rushed Service Rates:** The Client acknowledges and agrees that the following rates apply for special services rendered by Shift ONE:
 - 4.14.1 **Sunday or Public Holiday Services:** Services rendered on a Sunday or Public Holiday are charged at double (x2) the normal rates.
 - 4.14.2 **After-hours Services:** Services rendered outside of normal working hours (Monday through Friday, 8am to 5pm SAST) are charged at double (x2) the normal rates.
 - 4.14.3 **Urgent Services:** For urgent services requested with limited lead times during office hours, we will charge rush fees (x1.5 the standard rate) to meet the deadline.
- 4.15 **Credit Check:** Shift ONE reserves the right to conduct credit checks or obtain credit reports from recognised credit bureaus at any time during the term of this Agreement. This may be used to assess the Client's creditworthiness and determine appropriate payment terms.
- 4.16 **Deposits:** For large, once-off or ad hoc projects that involve third-party suppliers - such as paid media campaigns, printing, or production - Shift ONE may request a deposit and adjust the payment schedule to reduce financial risk. These terms will be communicated in advance and agreed in writing.

5. BINDING AGREEMENT

- 5.1 This Agreement becomes legally binding upon the earlier of: (a) the date on which either party acknowledges or accepts the Agreement electronically (including via email, online platforms, or other digital communication), or (b) the date on which the last party signs a physical or electronic copy. A physical or digital signature is not required for the Agreement to be enforceable if acceptance is otherwise communicated. This Agreement remains in effect for all Services provided by Shift ONE unless terminated in accordance with clause 3.7 or by written notice from either party. If Shift ONE begins providing Services prior to the formal acceptance of a Proposal, the Client shall be responsible for all associated costs. For tender processes, any Services delivered upon award of the tender shall be governed by these terms unless otherwise agreed in writing.

6. PROVISION OF MATERIALS, INFORMATION & CONTENT

- 6.1 **Client's Responsibility:** The Client must provide Shift ONE with the materials and information listed in any accepted Proposal and any other details reasonably requested by Shift ONE. Shift ONE is not responsible for delays or interruptions in service caused by the Client's failure to do so.
- 6.2 **Indemnity:** The Client agrees to protect Shift ONE from any costs or liabilities resulting from:
- 6.2.1 Claims that Shift ONE infringed on third-party intellectual property rights due to using any intellectual property (such as specifications, written materials, data, tables, or software) provided by the Client or someone acting on the Client's behalf.
 - 6.2.2 Claims related to any content posted by the Client or a third party on social media, websites, or through any communication service managed by Shift ONE for the Client.
- 6.3 **Approval of Work:** The Client accepts and understands that it is required to approve all works prior to publication or printing. The Client indemnifies Shift ONE against any and all costs, expenses and damages of any works that it has approved, which subsequently may not be correct or not to the Client's standards.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 **Client's Ownership:** Upon full and final payment, the Client will own the final deliverables created specifically for them by Shift ONE. These deliverables will be provided in standard final formats only (e.g. PDF, JPEG, PNG, MP4, etc.), as applicable to the scope of work. These formats are included in the agreed project fees.
- 7.1.1 **Ownership of Open Files:** Unless otherwise agreed in writing, Shift ONE retains ownership of all open, working, and source files used to create the final deliverables (e.g. Adobe Photoshop, Illustrator, InDesign, Premiere Pro, Figma, or other editable formats). These files form part of our internal processes and intellectual property. Should the Client request access to these

open files, Shift ONE reserves the right to charge an additional fee per project to prepare, package, and release these files.

For Clarity: open files refer to editable, layered, or native files used to create the final output. Final formats are flattened or export-only versions intended for use, publication, or distribution and cannot be modified.

- 7.1.2 **Ownership of Paid Media Accounts:** Shift ONE acknowledges that paid media accounts (such as Google Ads, Meta Business Manager, etc.) created on behalf of the Client remain the Client's property. However, preparation of such accounts for full transfer, including the removal of proprietary methods, payment details, user permissions, and other intellectual property, will incur an additional handover fee of R9,950 ex VAT unless otherwise agreed.
- 7.2 **Shift ONE's Ownership:** Shift ONE retains ownership of all tools, methodologies, workflows, templates, code, internal documents, and know-how used or developed during the project. Nothing in this Agreement restricts Shift ONE or its personnel from using the experience, skills, or knowledge acquired during the project in the service of other clients, provided that no confidential Client information is disclosed.
- 7.3 **Use in Awards Entries:** The Client agrees that Shift ONE may use project information and results for industry award entries.
- 7.4 **Use of Work for Portfolio and Marketing:** Unless otherwise agreed in writing, Shift ONE retains the right to reference, display, and showcase the Client's project deliverables—including designs, websites, campaigns, and related creative work—as part of Shift ONE's portfolio. This includes use on our website, social media channels, presentations, and other marketing materials for the sole purpose of demonstrating our capabilities. Shift ONE will take reasonable steps to ensure that any confidential or proprietary information belonging to the Client is not disclosed without prior written consent.
- 7.5 **Third-Party Intellectual Property:**
- 7.5.1 **Third-Party Permissions:** Shift ONE will obtain all necessary permissions for any third-party intellectual property used in materials or software for the Client, for example, stock images or video, or sourcing of POPI or GDPR-compliant data.
- 7.5.2 **Use of Third-Party IP:** The Client acknowledges that it will not own any third-party intellectual property. However, Shift ONE will ensure the Client has the necessary rights to use such intellectual property during the term of this Agreement. Specifically, where stock images or stock video are used, Shift ONE holds the relevant usage licences and grants the Client usage rights under those licences for the duration of their engagement with Shift ONE.
- 7.5.3 **Post-Termination Use:** Should the Client terminate their engagement with Shift ONE, their right to use any stock images or video footage licensed under Shift ONE's accounts will cease. Continued use of such materials after termination without securing their own licences may be in breach of the original licensing terms. Shift ONE accepts no liability for any unauthorised use by the Client after the termination of this Agreement.

- 7.5.4 **Indemnification:** The Client agrees to indemnify and hold Shift ONE harmless against any claims, damages, or legal fees arising from the Client's misuse of third-party intellectual property, including but not limited to any use outside the scope of Shift ONE's licensing agreements or outside the term of this Agreement.
- 7.5.5 **Restrictions on Use:** The Client shall not copy, distribute, adapt, or create derivative works from any of Shift ONE's proprietary intellectual property without prior written permission and the payment of an appropriate licensing or usage fee.
- 7.5.6 **Artificial Intelligence (AI):** Shift ONE leverages Artificial Intelligence (AI) tools to enhance capabilities, improve turnaround time, and deliver high-quality outcomes more efficiently. Where applicable, Shift ONE will utilise paid versions of AI tools to ensure greater accuracy, originality, and compliance with professional standards.

Should the Client request that deliverables be created entirely without the use of AI tools (i.e., "AI-free" work), this is possible. However, such requests will necessitate a revised quotation and adjusted pricing to reflect the additional time and manual labour involved.

8. LIABILITY

- 8.1 **No Guaranteed Outcomes:** The Client acknowledges that Shift ONE and any outsourced third-party service or software do not guarantee specific results or outcomes due to factors beyond its control.
 - 8.1.1 **Third-Party Platform Hack:** If a Client's account on any platform managed by Shift ONE is hacked, Shift ONE will make reasonable efforts to recover the account. Additional fees will apply for the time spent on these recovery efforts. Shift ONE is not responsible for any data loss, financial loss, or damages arising from such breaches.
 - 8.1.2 **Third-Party Platform Data or Security Breach:** Should a third-party software platform suffer a breach of data or security, Shift ONE will not be held accountable but agrees to, within reason, limit the damages by changing passwords. Additional fees for these hours will apply.
- 8.2 **Client's Acknowledgement:** The Client accepts responsibility for assessing the services' impacts, benefits, and risks on its activities and stakeholders.
- 8.3 **Limitation of Liability:**
 - 8.3.1 Shift ONE's liability for any claim related to the Services is limited to the service fees paid in the month before the claim.
 - 8.3.2 This limit does not apply if the Client has paid for additional insurance as requested, in which case liability is capped at the insurance coverage amount.
- 8.4 **Exclusion of Consequential Damages:** Shift ONE is not liable for consequential or indirect damages unless otherwise stated in the agreement.

- 8.5 **Indemnity:** The Client indemnifies Shift ONE and its associates against any loss or claim arising from the Client's unlawful conduct, willful misconduct, or gross negligence.
- 8.6 **Personal Suretyship and Director/Shareholder Liability:** In the event that the Brand and/or Business (hereinafter referred to as "the Debtor" or "Client") fails or is unable to settle any outstanding invoices or amounts owing to Shift ONE, whether due or becoming due, the directors and shareholders of the Debtor hereby bind themselves jointly and severally as sureties and co-principal debtors *in solidum* with the Debtor for the due and punctual payment of all amounts owing to Shift ONE. The signatories hereto expressly waive the benefits of excusione and division, the legal exceptions *de duabus vel pluribus reis debendi, non causa debiti, and errore calculi*, the meaning and effect of which they declare to fully understand. This suretyship shall be a continuing covering suretyship and shall remain in force until all amounts owing by the Debtor to Shift ONE, whether presently due or becoming due in future, have been fully paid and discharged.

9. NON-SOLICITATION

- 9.1 During the term of this Agreement and for a period of 12 (twelve) months after its termination, the Client shall not, without the prior written consent of Shift ONE:
- 9.1.1 **Hiring Restriction:** Hire, engage, offer to hire, or engage, directly or indirectly, any person who was, at any time during the term of this Agreement, an employee or contractor involved in providing the Services to the Client. This includes hiring or engaging such individuals as employees, consultants, independent contractors, or in any other capacity.
- 9.1.2 **Consequences of Breach:** In the event of a breach by the Client or by a related person as defined in section 2 of the Companies Act, The Client shall be liable to pay an amount equivalent to the gross remuneration that the relevant employee or contractor would have received if employed full-time for twelve (12) months at their last remuneration level.
- 9.2 This clause ensures that both Parties respect each other's workforce and prevents solicitation of key personnel involved in the Services provided under this Agreement.

10. CONFIDENTIALITY AND DATA PROTECTION

- 10.1 **Confidentiality:** Both parties will treat all information shared under this Agreement as confidential.
- 10.2 **Obligations:** Neither party will use or disclose the other's confidential information, including trade secrets and customer data, except if it is already public or as allowed below.
- 10.3 **Permissible Disclosures:** Confidential information can be disclosed if:
- 10.3.1 Required by law.
- 10.3.2 Needed by professional advisers or regulatory bodies.

- 10.3.3 Necessary for compliance with the Agreement, provided those receiving it are informed of their confidentiality obligations.
 - 10.3.4 With prior written consent from the other party.
- 10.4 **Data Protection:** Both parties will protect personal data and comply with applicable data protection laws.
- 10.5 **Survival of Obligations:** Confidentiality and data protection obligations continue even after the Agreement ends.

11. TRANSFER OF RIGHTS AND OBLIGATIONS

- 11.1 The Client shall not cede, assign, or transfer any of its rights or obligations under this Agreement or any Proposal without the prior written consent of Shift ONE.

12. THIRD-PARTY SERVICES

- 12.1 **Engagement of Third Parties:** Shift ONE may hire third parties, whether services or software, without notifying the Client.
- 12.2 **Procurement and Markup of Third-Party Services:** Shift ONE will buy third-party services for the Client and may add a reasonable markup unless otherwise agreed. Please note that certain media houses offer a sixteen-and-a-half percent (16.5%) discount for bookings made through an agency. If this discount is applicable and the client requests Shift ONE to make the booking on their behalf, the sixteen-and-a-half percent (16.5%) discount will serve as a risk and project management fee to Shift ONE. However, if the client chooses to make the booking directly, this discount will not apply.
- 12.3 **Change of Third-Party Suppliers:** Shift ONE can change third-party providers at any time without informing the Client.

13. DISPUTE RESOLUTION

- 13.1 **Negotiation:** If a dispute arises, the project managers will first try to resolve it through negotiation. If that fails, senior executives from each party will then attempt to resolve the issue.
- 13.2 **Jurisdiction:** The parties agree to the non-exclusive jurisdiction of the High Court of South Africa, Western Cape division.
- 13.3 **Legal Costs:** The prevailing party in any litigation related to this Agreement can claim legal costs on an attorney-and-client scale.

14. BREACH

- 14.1 **Remedy for Breach:** If either party breaches any provision of this Agreement and fails to remedy such breach within seven (7) days after receiving written notice from the other party ("aggrieved party") requiring that such breach be remedied, the aggrieved party shall be entitled to cancel this Agreement without prejudice to its other legal rights, including the right to claim damages.

- 14.2 **Termination for Insolvency:** Either party can terminate the Agreement if the other party goes into liquidation, judicial management, or business rescue or if it enters into a compromise with creditors. Any amounts owed will immediately be due and payable.
- 14.3 **Termination Due to Disproportionate Effort or Value:** Shift ONE reserves the right to terminate any agreement - regardless of the committed timeframe - if the scope of work or the ongoing demands of the project significantly outweigh the commercial value or agreed remuneration, resulting in an unsustainable use of internal resources, and where the Client refuses to increase retainers or fees. In such instances, Shift ONE will provide the Client with written notice outlining the reasons for termination, and both parties will work in good faith to finalise outstanding deliverables, transfer applicable assets, and close the project professionally. Any work completed up to the date of termination will be invoiced accordingly and remains payable by the Client.
- 14.4 **Zero Tolerance for Abuse, Harassment, or Intimidation:** Shift ONE maintains a zero-tolerance policy toward any form of harassment, bullying, intimidation, or disrespectful treatment of its employees, contractors, or representatives. This includes, but is not limited to, threatening language, personal attacks, aggressive conduct, discriminatory remarks, or any behaviour that creates a hostile or unsafe working environment. Should the Client or its representatives engage in such conduct, it shall constitute a material breach of this Agreement. In such cases, Shift ONE reserves the right to terminate the Agreement with immediate effect, without refund, and without prejudice to any other legal remedies available. In addition, the Client will remain liable for payment equivalent to three (3) month's notice period, calculated based on the most recent monthly billing amount, as compensation for operational disruption and the time required to secure a replacement client. The safety, dignity, and mental wellbeing of our team members is non-negotiable.

15. FORCE MAJEURE

- 15.1 Shift ONE shall not be liable for any breach of this Agreement arising from circumstances beyond its reasonable control, including but not limited to acts of God, fire, flood, governmental regulations, war, national emergency, accidents, riots, civil commotion, strikes, lock-outs, labour disputes, or interruptions in power, communication, or transportation services.

16. NOTICES

- 16.1 **Delivery Methods:** Notices must be in writing and can be delivered by:
 - 16.1.1 **Courier:** Deemed received on the delivery date.
 - 16.1.2 **Registered Post:** Deemed received eight (8) days after posting.
 - 16.1.3 **Email:** Deemed received within one (1) hour if sent during business hours; otherwise, at noon the next business day.
- 16.2 **Actual Receipt:** Any written notice, including email, received by one party from the other is considered valid.

17. WAIVER

- 17.1 If either party fails to exercise or enforce any right granted by this Agreement, it does not mean that the party waives that right or any other rights under this Agreement.

18. WARRANTIES

18.1 Legal Entitlement and Non-Infringement:

- 18.1.1 Both parties confirm they have the legal right to enter into this Agreement. Each party will ensure their actions under this Agreement do not infringe on others' rights, including third-party intellectual property rights. Each of Shift ONE and the Client warrants that it is legally entitled to enter into this Agreement.
- 18.1.2 The performance of obligations under this Agreement by each party will not infringe upon any other person's rights, including the intellectual property rights of any third party.

18.2 Authority and Compliance: Those signing the Agreement on behalf of each party are properly authorised.

18.3 Exclusion of Warranties:

- 18.3.1 The obligations in this Agreement are the full extent of each party's responsibilities. All other warranties, whether expressed or implied, are excluded to the maximum extent allowed by law.

18.4 Specific Exclusions:

- 18.4.1 Shift ONE makes no warranty about the suitability of its services or software for any specific purpose.
- 18.4.2 This includes compliance with the Client's legal obligations or specific conditions, even if known to Shift ONE.

19. VARIATION / AMENDMENTS

- 19.1 Except as expressly provided in this Agreement, no amendments or variations to this Agreement shall be effective unless agreed to in writing by the duly authorised representatives of Shift ONE and the Client.

20. SEVERABILITY

- 20.1 **Severability:** If any provision of this Agreement is deemed unlawful, void, or unenforceable for any reason, that provision will be deemed severable from this Agreement. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions of this Agreement.

21. SERVICE GUIDE

- 21.1 For details regarding the products and services provided, including what they encompass and the processes involved, please refer to our Service Guide available at <https://www.shiftone.co.za/service-guide/>.
- 21.1.1 The Parties expressly record that each instance of the Services constitutes a separate and distinct service, and nothing set out under these terms shall be construed as obliging Shift ONE to render all such Services as a single, indivisible service.
- 21.1.2 Shift ONE shall be entitled at any time and from time to time to change their services as deemed necessary.

21.2 Duration & Time Frame of Work Deliverables:

- 21.2.1 Please refer to the [Duration & Time Frame of Scope of Work \(Appendix C\)](#) for the timeframe required for work to be completed.
- 21.2.2 Shift ONE will endeavour to deliver work within a reasonable timeframe. These timeframes are intended as guidelines and may be adjusted based on circumstances, and should not be considered inflexible.

22. GENERAL TERMS, ERRORS & OMISSIONS (EOA)

- 22.1 **Terms and Conditions:** This Service Level Agreement should be read in conjunction with our full Terms & Conditions, available at <https://shiftone.co.za/terms-and-conditions/>.
- 22.1.1 These Terms & Conditions apply to all work undertaken by Shift ONE and form an integral part of our service relationship, except where expressly overridden by this SLA.
- 22.1.2 Shift ONE reserves the right to update its Terms & Conditions from time to time. Clients are encouraged to review them periodically.
- 22.1.3 In the event of any conflict between this SLA and our Terms & Conditions, the provisions of this SLA shall take precedence for the services covered herein.
- 22.2 **Errors and Omissions (EOA):** Whilst every effort has been made to ensure the completeness and accuracy of this Agreement, Shift ONE shall not be held liable for any unintentional errors, omissions, or oversights contained herein. Any such discrepancies will be addressed in good faith and rectified promptly once identified. This clause does not negate any of the rights or obligations set out in the remainder of this Agreement, which shall remain in full force and effect.

For Shift ONE:

SIGNED at Eden on the Bay on this the 17 day of December 2025.

D. Kohlstadt

Name: Dylan Kohlstadt

Signature
for and on behalf of
Shift ONE (PTY) LTD
(duly authorised thereto)

Title: CEO & Founder

AS WITNESSES:

1. A.DrStaden

2. _____

For THE CLIENT

SIGNED at _____ on this the _____ day of _____ 202____.

Name: _____

Signature
for and on behalf of
THE CLIENT
(duly authorised thereto)

Title: _____

AS WITNESSES:

1. _____

2. _____

Payment Option selected by Client:

| | |
|---|-------|
| Monthly EFT within 7 (seven) days of invoice received | _____ |
| Monthly Debit Order based on invoices received [Please complete App. A for this selection] | _____ |

Appendix A: Shift ONE Debit Order Mandate

Please complete the below if the Monthly Debit Order payment option is chosen above:

| | | | |
|--------------------------|---|-----------------------------|----------|
| Company Registered Name: | Shift ONE Digital (Pty) Ltd | Abbreviated Name with bank: | SHIFTONE |
| Registration Number: | 2022 / 785028 / 07 | | |
| Beneficiary's Address: | UNIT 2 AND 3, EDEN ON THE BAY, SIR DAVID BAIRD DR & OTTO DU PLESSIS DRIVE BLOUBERGSTRAND, CAPE TOWN, 7441 | | |

A. Authority

| | | | | | | |
|----------------------------------|---------------------------------|--|-------------------------------------|--|--------------|--|
| Name of account holder to debit: | | | | | | |
| Company Reg No. | | | | | | |
| Contact Name: | | | | | | |
| Contact Email: | | | | | | |
| Contact ID Number: | | | | | | |
| Contact Role / Title: | | | | | | |
| Address | | | | | | |
| VAT Number | | | | | | |
| Website | | | | | | |
| Contact Numbers: | (C) | | (W) | | | |
| Bank: | | | | | | |
| Account Number: | | | Branch Code: | | | |
| Type of Account: | Current | | Savings | | Transmission | |
| Debit order date: | 1st business day of every month | | Fixed amount to be deducted monthly | | | |
| Amount to be deducted: | As per Invoice / Contract | | Capped Amount: | | | |
| Invoice / Contract Start Date: | | | Invoice / Contract End Date: | | | |
| | | | | | | |

This signed Authority and Mandate refers to our agreement dated _____ ("the Agreement").

I/We authorise you to send payment instructions to your bank for collection from my/our account. This authorisation is valid as long as the total payments do not exceed my/our obligations under the Agreement. It commences on _____ and will continue until I/we terminate it by giving you at least three (3) months' written notice, sent by prepaid registered post or delivered to your address.

The individual payment instructions so authorised to be issued must be issued and delivered as follows: monthly. If the payment day falls on a Sunday or a recognised South African public holiday, the payment day will automatically be the very next ordinary business day. Payment instructions due in December may be debited against my account on _____.

I/We understand that withdrawals will be processed through a computerised system used by South African Banks and that each withdrawal will appear on my bank statement with a reference number. This number helps identify the Agreement and must be included in Section E of this form before issuing any payment instructions.

B. Mandate

I/We acknowledge that all payment instructions issued by you shall be treated by my/our above-mentioned Bank as if the instructions have been issued by me/us personally.

I/We agree to pay any penalty bank charges relating to this debit order instruction.

C. Cancellation

I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/We shall not be entitled to any refund of amounts which you have withdrawn while this Authority was in force if such amounts were legally owing to you.

D. Assignment

I/We acknowledge that this Authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Signed at _____ on this _____ day
of _____

Signature

Name

(Account holder on the bank account)

E. Agreement Reference Number (For Shift ONE use)

| | | | | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|--|--|--|
| This Agreement reference number for debtor is | | | | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|--|--|--|

| | | |
|--|-------------------------|---|
| | | |
| | <i>Abbreviated Name</i> | <i>Your Debtor Account Reference must be displayed here</i> |

***EFT Users may not use the tracking option and must exclude the option from their Authority and Mandate.**

Appendix B: Services Retainer and Scope of Work

See approved budget - [Here](#)

Appendix C: Duration & Time Frame for Scope of Work

| Shift ONE Digital Brief Periods Before Due Dates | |
|---|--------------------------------------|
| Copywriting | |
| Task | Brief Period Before Due Date |
| Social Post Caption (Design Provided) | 2 Days |
| Storyboards / Scripts | 3 Days |
| Emailers | 3 Days |
| Email Newsletter | 5 Days |
| Articles / SEO Articles | 1 Week (after interview with expert) |
| Article Re-writes | 1 Week |
| Press Releases | 1 Week (after interview with expert) |
| Blogs | 1 Week (after interview with expert) |
| Brochure Copywriting | 1 Week |
| Text Translations (short) | 3 Days |
| Text Translations (long) | 1 Week |
| Google Ads Copy | 1 Week |
| Article / Blog / PRL QC | 2 Days |
| Design | |
| Task | Brief Period Before Due Date |
| Social Static Design (Basic) | 3 Days |
| Social Static Design (Advanced with Photoshop Editing) | 3 Days |
| Social Static Design + Caption + Posting | 3 Days |
| Social Template (4 templates) + Canva Brandkit set-up | 2 Weeks |
| Social Header Banner + Profile pictures | 1 Week |
| Social Calendar Full Month | 2 Weeks |
| Socials Week 1 & 2 | 1 Week |
| Stories | 3 Days |
| GIFs | 1 Week |
| Carousel (4 slides) | 1 Week |
| Carousel (5+ slides) | 1 Week |
| Print Advert One-pager or Double (basic) | 1 Week |
| Print Advert (complex) | 2 Weeks |

| | |
|--|-----------|
| Print Advert Resizes | 3 Days |
| Website Banner | 3 Days |
| Brochure (for print) | 2 Weeks |
| Brochure (digital) - 4 pages max | 1 Week |
| Brochure (digital) - 4+ pages | 2 Weeks |
| Infographics (Canva) | 1 Week |
| Infographics (Adobe) | 2 Weeks |
| Mailer Assets | 1 Week |
| Article Image | 3 Days |
| Letterhead (PDF) flat design | 1 Week |
| Letterhead converted and set up in MS Word | 1 Week |
| PowerPoint Presentation (PDF) flat design | 2 Weeks |
| Letterhead converted and set up in MS PPT | 1 Week |
| Campaign Concept | 1 Week |
| Campaign Assets Roll Out | 1-2 Weeks |

| Website | |
|--|--------------------------------------|
| Task | Brief Period Before Due Date |
| Homepage design | 2-3 Weeks |
| Secondary pages | 1 Week |
| Website Design QC (basic) If scheduled ahead | 3 Days |
| Website Design QC (Complex) If scheduled ahead | 1 Week |
| Wed Dev QC Edits | 2 Days |
| Website Homepage copy | 1 Week (after interview with expert) |

| Video and Animations | |
|--|-------------------------------------|
| Task | Brief Period Before Due Date |
| Basic Social Animation (Moving Elements) | 1 Week |
| Animation (Moving Text, Static Photos) | 2 Weeks |
| Animation (Moving Design Elements) | 3 Weeks |
| Animation (Characters / Story) | 4 Weeks |
| Edited Video Snippets | 1 Week |
| Edited Video (under 30 seconds) | 1 Week |
| Edited Video (30 seconds - 1 minute) | 1 Week |
| Edited Video (1 minute to 2 minutes) | 1.5 Weeks |
| Edited Video (2 minutes +) | 1.5 Weeks |
| Voice Over (under 1 minute) | 3 Weeks |
| Voice Over (2-5 minutes) | 3 Weeks |

| | |
|-----------------------------------|---------|
| Video (Shoot & Edit) | 6 Weeks |
| Video (From supplied raw footage) | 4 Weeks |

| Paid Advertising | |
|---|---|
| Task | Brief Period Before Due Date |
| Campaign Setup and Launch: | |
| Account setup and pixel/conversion tracking implementation | 1-2 weeks depending on access to the website for tracking implementation - can cause delays |
| Campaign strategy development and media planning | 2 weeks |
| Initial campaign build (ad groups, targeting, budgets) | 2 weeks |
| Creative production and ad copy creation | 2-3 weeks depending on the volume of work |
| Campaign launch and initial optimisation | 1-2 days |
| Catalogue management and product feed optimisation | 1-2 days |
| Ongoing Campaign Management: | |
| Daily spend monitoring and budget adjustments | 2 - 3 times per week |
| Performance analysis | 2 - 3 times per week |
| Bid management and optimisation | 2 - 3 times per week |
| Audience refinement and targeting adjustments | Weekly |
| Search campaign optimisation | 2 - 3 times per week |
| Monthly campaign creation of new offers and creative | 24 - 72 hours |
| Weekly adjustments to offer and creative briefs to be implemented and or adjusted | 24 - 72 hours |
| Channel performance & communication based on effective budget allocation | Weekly/bi-weekly |
| Campaign objective type optimisation & budget allocation: | Weekly |
| Daily communication/ad hoc queries, briefs & troubleshooting: | max 6 hours |
| Monthly automated reporting generation | 7th each month |
| All other ad hoc email communication | max 6-hour turnaround time |
| Campaign Development and Monthly Briefs: | |
| Monthly brief processing and campaign setup | 24-72 hours from receipt of complete materials |
| Creative asset integration and campaign build | 24-72 hours (for provided assets) |
| Quality assurance and pre-launch testing | 12-24 hours minimum |

| | |
|--|--|
| Campaign go-live target | Within 24 - 48 hours after brief approval, the campaign builds and QC |
| Brief Processing Contingencies: | |
| Incomplete brief clarification | Additional 24-48 hours pending client response |
| Creative asset revisions/missing materials | Additional 24-48 hours pending delivery |
| Website/landing page functionality/tracking issues | Additional 24-96 hours pending client IT resolution |
| Form integration problems | An additional 48-72 hours for troubleshooting and client technical support |
| Brief ambiguity requiring stakeholder alignment | Additional 24-48 hours pending clarification |
| Requirements for 24 - 72 Hour Turnaround: | |
| Complete the brief with all required information and specifications | Client |
| All creative assets are provided in the correct formats and specifications. | Client |
| Functional landing pages with working forms and conversion tracking | Client |
| Clear campaign objectives, targeting parameters, and budget allocation | Client |
| Designated point of contact available for rapid approvals and clarifications | Client |
| All tracking is still in tact | Client |
| Reporting and Communication | |
| Standard performance reports | Automated |
| Strategy review meetings: Quarterly | Cost out separately |
| Emergency issue resolution | Within 1-6 hours of notification hours |
| Campaign pause/emergency stops | Within 1-6 hours of notification hours |
| Seasonal & Strategic | |
| Holiday campaign planning | 4-6 weeks' advance notice |
| New product launch campaigns | 2-3 weeks' advance notice |
| Market expansion campaigns | 1-2 weeks planning |
| Budget reallocation strategy | 48-72 hours implementation |
| NOTE: Timeline begins upon receipt of complete, actionable brief. Incomplete submissions or technical issues discovered during quality assurance will extend timelines accordingly. The agency will communicate any delays immediately upon identification and provide revised delivery estimates. | |

This addresses the common issues you face while setting realistic expectations about factors outside your control that can impact delivery times.

These timeframes assume normal business operations, client approval processes, and platform review times, which can vary and are outside agency control.

| Other | |
|--|-------------------------------------|
| Task | Brief Period Before Due Date |
| Custom Reports | 1 Week |
| Presentations (workshops, strategies, etc) | 3 Weeks (depends on complexity) |
| Campaign Strategy Brainstorm (minimal info provided) | 2 Weeks |
| Landing Pages (Assets provided) | 1 Week |
| Landing Pages (No assets provided) | 1.5 Weeks |
| Press Sends | 1 Week |
| Google Forms / Surveys | 1 Week |
| Interviews | 1.5 Weeks |

| | |
|--|-------------------------------------|
| Rush Fees (Standard Rate x 1.5) | R995.00 *per hour or based on quote |
|--|-------------------------------------|