

MARKETING CONTRACT

This agreement, entered into and between

Jadeye Designs CC with enterprise number 2010/017882/23 hereinafter referred to as

SUPPLIER

AND

hereinafter referred to as **THE COMPANY**

On this date _____ (YY/MM/DD)

The Objective:

The Objective of this contract is to highlight the requirements of the **SUPPLIER**, who in turn is required to complete marketing and advertising SERVICES as agreed upon in the **MARKETING PLAN** (Annexure A) within the said **TIME PERIOD** (Annexure B). The TERMS and CONDITIONS itemize what is covered within the MONTHLY FEE and what is to be covered by **THE COMPANY**. The **TERMINATION** and **BREACH OF CONTRACT** are highlighted in the TERMS and CONDITIONS.

A) MONTHLY FEE

The **SUPPLIER** is appointed by **THE COMPANY** to perform the tasks as set out in the **MARKETING PLAN** (Annexure A) within the agreed **TIME PERIOD** (Annexure B) at the agreed rate per hour of **R350.00 (ex. VAT)**, with a maximum of 40 hours allocated (but no less) in total per month.

1. Responsibilities of SUPPLIER:

A) This MONTHLY FEE **does not** include;

1. Telephone charges (itemized bill with corresponding report will be issued on a monthly basis)
2. Transportation (AA rate with full transportation log will be presented on a monthly basis)
 - a. All transportation arrangements will be sent to **THE COMPANY** for approval prior departure
3. Internet Usage (a set fee of R350 per month will be invoiced for additionally)
4. Accommodation (if required)
5. Hire of video, photographic and lighting equipment
6. Costs incurred through third party services for exhibitions and events (such as transportation of the stand, labor for building and break-down of the stand, promotion staff)

B) This MONTHLY FEE **includes**;

The agreed MONTHLY FEE of **R350 (ex VAT)** per hour, with a maximum of 40 hours per month includes the use of the following services:

1. Graphic Design (both electronic, design to print, exhibition stands, roll-up banners, posters, corporate stationary, brochures, flyers, pamphlets)
 - a. All print artwork will be supplied print-ready on disk and ready for duplication
 - b. The **SUPPLIER** will source 3 quotes on required print jobs for **THE COMPANY** to choose from
 - c. All electronic artwork will be deployed if and where required (such as uploading to a specific url or preparing for bulk e-mailing)
2. Animation (designed in Adobe Creative Suite Flash and to be used at exhibitions or as animated banners for online purposes - supplied on disk)
3. Photography (staff portraits and team photography, event photography, stock photography, product photography)
 - a. Photo editing and touch-ups included
4. Video (shooting and editing of company video, product demonstrations, visual referrals at exhibitions and voice over recordings, mixing of royalty free music and supply on master DVD ready for duplication)
 - a. **THE COMPANY** are entitled 3 proofs of the video with as many changes as necessary within reason
 - b. Should the video still not meet company expectations at the end of the 3 proof period, then additional editing hours will be charged for at R300 per hour
5. Exhibition coordination (including coordination of stand build-up, break-down, training of stand personnel, coordination of products on sale, demo items, samples, visual material, promotional material)
6. Website design (basic html and flash website design abilities are included in this price)
 - a. The more complex and complicated website requirements will be outsourced and quoted for accordingly (such as CRM systems, PHP, XML, order forms, CMS and so on)
 - b. The **SUPPLIER** will oversee all development of complicated websites to ensure that **THE COMPANY**'s vision is met and all requirements are delivered

C) OVERTIME

1. In the event that the **SUPPLIER** is required to work overtime by special written request from **THE COMPANY** and notice hereof is given within a reasonable period, then
 - a. The **SUPPLIER** must supply a realistic estimation of hours required to complete the specific task prior to commencement
 - b. The **SUPPLIER** will only commence on the said project once written approval (by way of e-mail or fax) is given by **THE COMPANY**, accepting the estimation and additional costs

- c. If over-time is required due to the full responsibility of the **SUPPLIER** (and that **THE COMPANY** has adhered to all the elements enclosed within Section 2 of this contract), then
 - i. The **SUPPLIER** will be required to carry the costs thereof at no extra charge to **THE COMPANY**

2. Responsibilities of THE COMPANY

THE COMPANY will be required (but is not limited) to assist the **SUPPLIER** in the following areas:

1. Supply of Marketing Material (such as wording, pictures, videos, references, copyrights and any legal pertaining documentation) supplied with a minimum of 2 weeks prior to expected delivery date.
2. Clear outlines / creative brief indicating the desired look and feel
3. Indication of desired target market to which the campaign is aimed/ targeted at
 - a. If this is unknown by **THE COMPANY**, then **SUPPLIER** and **THE COMPANY** will discuss this in person in a meeting set to suit both parties
4. Budgets (if outsourcing is required)
5. Deadlines (as to be stipulated in the **MARKETING PLAN** in Annexure A)
6. Timeline (expected time frame for each required element (as stipulated in the **TIME PERIOD** in Annexure B)

3. Terms and Conditions

- a. Monthly Deliverables: **THE COMPANY** and the **SUPPLIER** will negotiate a realistic and reasonable list of delivery items to be completed each month as stipulated in the **MARKETING PLAN** (Annexure A) within the allocated time frame of 40 hours.
- b. Probation Period: there is an initial 3 month probation period that immediately takes effect from date of this signed contract by both parties.
 - i. In the event that either **THE COMPANY** or the **SUPPLIER** decide that this is not a conducive nor cohesive working partnership, he or she are entitled to issue the other party written notice of 1 (one) work week.
 - ii. Once the probation period has elapsed, notice of termination of this contract is required in writing with 2 (two) calendar months notice.
- c. **BREACH OF CONTRACT** will be considered under the following terms, but is not limited to:
 - i. Termination of this contract without required notice period
 - ii. Failure of the **SUPPLIER** to meet required deadlines as agreed upon with the **TIME PERIOD** and **THE COMPANY** has experienced a significant financial loss or it's reputation tarnished, *whereas*
 1. The **SUPPLIER** has received all Marketing Material (as referred to in Section 2)

- iii. Misunderstanding or miscommunication between either party where the affected party incurs a loss in any way
 - iv. Payment from **THE COMPANY** to the **SUPPLIER** (as stipulated in Sections 3.f)
- d. In the event of **BREACH OF CONTRACT**, both parties must attempt to remedy the situation as amicably and efficiently as possible by way of
 - i. Negotiating and discussing the said matter in person with an additional 3rd party if required.
 - 1. The **THIRD PARTY** must be completely unaffiliated or associated to either party and will be required to handle the matter fairly and in the best interest of both parties
 - ii. In the event where legal advice is sought, the laws of South Africa in this regard will apply
- e. **TERMINATION:**
 - i. Either party are entitled to terminate this contract if adhering to the aforementioned requirements set out in Section 3
- f. **PAYMENT TERMS**
 - i. The **SUPPLIER** is required to issue a summary of that month's activities by the 22nd of each month, including;
 - 1. All items incurred by the **SUPPLIER** as listed in section 1.A
 - 2. All corresponding documentation to support section 1.A (such as transport log, telephone call log etc.)
 - ii. **THE COMPANY** is required to pay the **SUPPLIER** by way of EFT (electronic Funds Transfer) on or before the 25th (but no later than) of each month into the following bank account:
Bank: ABSA
Type: Cheque
Account Holder's Name: JD Otten
Account Number: 4064131794
Branch: Cresta
Branch Number: 632005
Reference: <NAME OF COMPANY>

