OFFICE OF THE DIRECTORS Enquiries : MP Gabela (Director) : ST Ndima (Director)

: 031 516 0105/ Cell: 072 675 9948 Tel WhatsApp: 072 6759948 / 071 1646616 Email : info@thumelaholdings.co.za Website: www.thumelaholdings.co.za

: 2018458511 Reg#



## **WEBSITE DESIGN AGREEMENT**

## 12 MONTHS CONTRACT

	12 WONTHS CONTRACT						
	ebsite Design Agreement (the <b>"Agreement"</b> ) is entered into						
	between Thumela Holdings Enterprise (Pty.Ltd) (Designer) with an a						
Makha	nkana, Road R33, Pomeroy 3020 (the "Client") and	, with an address of					
1.	<b>Project Description.</b> Client wishes to hire Designer to create a Website. The specific requirements and the details as stated by Client are as follows:						
2.	Schedule (Optional). The Parties agree to the following schedule:  2.1 Initial Design Date:						
	Client Comment/Approval Date:						
	Final Design Date:						
	2.2 Contract duration is from (Date of "Final Design Date")	,to (Contract					
2	lapse date),	sound shall be shareashle					
3.		beyond shall be chargeable					
1	at a rate of R,c  Payment. The Parties agree to the following Payment and Paymen	t Torms:					
4.	Total Fee for Services: R, c	t remis.					
	Upfront Fee (Due Before Project Start Date): R,	С					
	Remaining Balance: R,c, for next r	—— months for hosting foos					
	remaining balance. r	nonthis for nosting rees.					
5.	<b>Confidentiality.</b> During the course of this Agreement, it may be necessary for Client to share						
	proprietary information, including trade secrets, industry knowle	edge, and other confidential					
	information, to Designer in order for Designer to complete	the Website in its final form.					
	Designer will not share any of this proprietary information						
	Agreement is fulfilled. Designer also will not use any of this	_					
	his/her personal benefit at any time, even after the Agreement is fulfilled.						
6.	Ownership Rights. Client continues to own any and all prop						
0.	with Designer during the term of this Agreement for the	•					
	Designer has no rights to this proprietary information and may not use it except to						
	complete the Project. Upon completion of the Agreement, Client will own the final						
	website design.	iq chene iiii ciii ciic iiiia.					
	Website design.						
	While Designer will customize Client's Website to Client's specifications, Client recognizes that						
	websites generally have a common structure and basis. Designer continues to own any and all						
	template designs it may have created prior to this Agreement.	Designer will further own any					
	template designs it may create as a result of this Agreement.						
	D 1 . C2	Client stamp					

Page **1** of **3** 

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## 7. Representations and Warranties.

<u>Designer</u>. Designer represents and warrants that he/she has the right to enter into and perform this Agreement. Designer further represents and warrants that he/she has the right to utilize and distribute the designs created for Client and that such designs are not owned by anyone else to Designer's knowledge. In the event that Designer does not have these rights, Designer will repay any associated damages Client may experience or will take responsibility so that Client does not experience any damages.

<u>Client</u>. Client represents and warrants that: has the rights to use any proprietary information, including, but not limited to trade secrets, trademarks, logos, copyrights, images, data, figures, content, and the like that it may provide to Designer to be included in this Website. In the event that Client does not have these rights, Client will repay any associated damages Designer may experience or will take responsibility so that Designer does not experience any damages.

- 8. <u>Disclaimer of Warranties.</u> Designer shall create a Website for Client's purposes and to Client's specifications. **Designer does not represent or warrant that said website will create any additional profits, sales, exposure, brand recognition, or the like. Designer has no responsibility to client if the website does not lead to client's desired result(s).**
- Limitation of Liability. Under no circumstances shall either party be liable to the other
  party or any third party for any damages resulting from any part of this agreement such as,
  but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or
  failure of delivery.
- 10. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
- 11. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the Republic of South Africa and throughout Africa. The Parties each represent that they have the authority to enter into this Agreement.

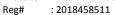
The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

CLIENT:
Signed:
By:
Date:
DESIGNER: Thumela Holdings Enterprise (Pty.Ltd)
DESIGNER: Thumela Holdings Enterprise (Pty.Ltd) Signed:
-
Signed:

Client stamp

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**Monthly Installment Balance sheet for hosting website (12 Months)** 

Months	Payment due date	Client Date	Type of payment	Invoice Number	Payment Amount	Inc. (20%) Penalties	Balance
1 <sup>st</sup>					R	R	R
2 <sup>nd</sup>					R	R	R
3 <sup>rd</sup>					R	R	R
4 <sup>th</sup>					R	R	R
5 <sup>th</sup>					R	R	R
6 <sup>th</sup>					R	R	R
7 <sup>th</sup>					R	R	R
8 <sup>th</sup>					R	R	R
9 <sup>th</sup>					R	R	R
10 <sup>th</sup>					R	R	R
11 <sup>th</sup>					R	R	R
12 <sup>th</sup>							
	Total Paid Amount				R	R	R

CLIENT:							
Signed:							
Ву:							
Date:	_						
DESIGNER: Thumela Holdings Enterprise (Pty.Ltd)							
Signed:	_						
Ву:							
Date:							

**Client stamp**