

**(TDS)**

## **Targeted Digital Solutions Pty Ltd**

### **SERVICE LEVEL AGREEMENT**

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#### **SECTION A: PURPOSE & INTERPRETATION**

##### **Purpose**

The purpose of this document is to ensure a long and successful relationship with you, the Client. We therefore request all Clients to read and sign our Service Guide in order to ensure a mutually rewarding professional partnership.

##### **Interpretation**

In this Service Guide:

“Service” means the goods or services specified in any quote, proposal or estimate;

“Standard Terms and Conditions of Service” means TDS standard legal terms and conditions to which any quote, proposal or estimate as well as any terms and conditions contained in this Service Guide shall be subject; and

Other words and phrases used in this Service Guide shall have the same defined meaning as is given to them in TDS Standard Terms and Conditions of Service.

## **SECTION B: WEBSITE SERVICES**

### **WEBSITE DESIGN AND SEO**

#### **APPOINTMENT**

The Client hereby appoints TDS to conduct website design and SEO and TDS hereby agrees to accept such appointment on terms and conditions as contained in the main agreement read in conjunction with this Annexure.

#### **DURATION**

The agreement between the Parties in respect of the website design and SEO shall commence on the Signature Date hereof. TDS shall render the website design and SEO services to the Client until the website is complete. If the website build goes dormant and inactive for 3 months or more due to the Client’s slow feedback, a **R1,500** website reactivation fee will be charged to recommence the project.

- **CLIENT’S OBLIGATIONS**

#### **The Client must provide TDS with:**

The Client’s Corporate Identity as well as any identities applicable to any of its brands together with any specific documents that will assist TDS in gaining an insight into and an understanding of the Client’s various corporate identities, which shall include but not be limited to: a colour breakdown for each identity, font particulars and any or all of the Client’s slogans or logos in high resolution for each identity;

Information or details with regards to what the Client stands for, the nature and extent of the services or products that the Client provides, what is the Client’s brand essence and what is the Client’s target market. Such information or details can be submitted to TDS either in a document or via simplistic mail and same shall then

assist TDS in its' strategy development and content curation for the social media services that TDS will be recommending that the Client implements in terms hereof;

Stock photographs/images of the brands owned by the Client or over which the Client has acquired the right to use. Such photographs/images shall be utilised by TDS to populate the various social media platforms;

The Client shall be obliged to pay the agreed fee per month to TDS for the influencer marketing services rendered by TDS. Such fee shall be due and payable by the Client to TDS monthly in advance on or before the last day of each month for the duration over which such services are being rendered in terms of this Annexure and the provisions of the main agreement.

The Client shall furthermore be obliged to pay any additional costs, fees or charges that may be imposed by any plugin or any other internet service provider pertaining to the Services being rendered by TDS on behalf of the Client, which costs, fees and/or charges shall be due and payable by the Client to TDS on demand.

### **TDS's OBLIGATIONS**

**Web Briefing Session:** We have a 1-2-hour brainstorm session around your website. We include a website road map & questionnaire to help you navigate it thoroughly and give us your most accurate feedback so we can create excellent content and visuals.

**Graphic Design:** Our designers whip up your fantastic new home page for approval. You make comments / approve. 3 rounds of changes are allowed, any more than this and we will charge by the hour.

**Build Phase:** We start building the pages. By now you've given us your content that we've SEO'd and optimized.

**Testing and Edits:** You sit 'over-the-shoulder' with our developers giving as many changes and edits as required to get the site to standard. 3 rounds of changes are allowed for, more and we will charge by the hour. We encourage our Clients to come into the office, Skype or call in and arrange a one hour 'over-the-shoulder' session direct with the developer where you can give your changes in a live environment, in order to speed things up. Should the Client waive this option, we cannot be held responsible for taking an extended time to get the work to the right level, as things take a lot longer when we receive a list of changes via email, affect them, send back for feedback, await feedback, get a list of changes, make them, etc. it's quicker and more efficient for both parties to make the changes together. If client makes significant changes at this stage, we will charge an hourly rate. This process is for fixes, and not brief changes or new elements to be introduced.

Final **50%** payment: Once the site is approved the final payment is made.

**Go live:** can take a day or two depending on hosting. During this time the existing site might go down or appear broken. SEO might also be impacted after going live, as the new site is indexed by Google and new rankings worked out. However, the changes should be minimal and should recover shortly and the new site should rank better than the old one given time. We will provide support and ensure proper working and maintenance of features set out in the quotation of the project for 30 days after the 'launch' or 'live date' of the project. After 30 days, support, consultation and small development work is charged at our hourly rate. Any design, development or copy changes requested after design sign off will incur additional charges.

**Handover and training:** This estimate will include a 1-2 hour training session on the Content Management System. Full documentation will be provided in support thereof.

**Photography:** We require that you supply stock imagery or photography. If you don't have, we can source and quote you for this. Please supply us with high resolution logos, visuals and content. If the Client requires any of these services, an additional quote can be provided on request.

**Delays:** If a project is inactive or dormant for two months or more due to factors on the client's side, a reactivation fee of **R1,500** will be levied once the project is reactivated. This is because it takes time for the dev team to reacquaint themselves with the site structure, update plugins and fix things that might have broken due to updates.

**Content:** Our quotes, proposals or estimates do not cover or include uploading of content like blogs or loading products unless specifically noted in the quotation. If required, we can supply this service at an additional fee. Clients are required to copy over blog posts to their new website, we will copy over 10 blog posts. We can create content for you if needed and will quote as per your need.

**Customisation:** Any additional customisation not included in the project specifications will need to be charged for.

**Plugins:** Plugin purchase is additional to the estimate provided unless otherwise specified and will be charged based on the exchange rate at the time of purchase. In the event of a plugin or theme malfunctioning TDS cannot be held accountable as TDS are not the creators/developers of any plugins nor themes.

**Functionality:** Our quotes do not cover or include custom functionality unless otherwise specified. Should additional functionality be required that was not originally scoped, a new quotation will be drawn up and development halted until it is signed and agreed on.

**Ownership:** Ownership of the project developed in terms of this agreement shall remain wholly vested with TDS until the full development fee is paid. Should for some reason the project not be paid in full, the ownership of the site and all content will revert to TDS to monetize as needed in order to recover the development costs.

**Analytics:** For this project to be a success it is imperative that we have Access to your Google analytics account to ensure SEO handover is seamless. You are required to use up to date software on your laptop or PC, the latest browsers and the latest operating system, 1024 x 768 monitor, as well as speedy internet connection otherwise we cannot design a website that you will be able to view adequately.

**Hacking:** We suggest that you take out a website maintenance and security contract with us, which we can quote you on, as we cannot be held responsible for the website being hacked if it is not backed up or maintained monthly. A separate SLA agreement covers those services.

## **The following process is followed by TDS when designing and developing your website:**

The following process is followed by TDS when designing and developing your website:

**Payment:** You make payment of non-refundable **50%** of the approved quotation. We will then charge the next **50%** before go-live or the following month, depending on which comes first.

- a. Scoping (both Client & TDS)**
- b. Design (TDS)**
- c. Development (TDS)**
- d. Feedback and changes (both Client & TDS)**
- e. Final approval**

## **Client to supply**

This quote, proposal or estimate does not include purchasing of stock imagery. Stock imagery or unique photography to be quoted for on request from Client.

Client to supply all high-resolution logos, visuals and text (copywriting) content. If the Client requires any of these services, an additional quote can be provided on request.

Client to supply all hyperlinks for content to be integrated.

Google Analytics to be set up by Client. Client to supply code for website integration. Please take note! If a project is delayed by one month or more due to non-supply of the above timeously, a reactivation fee of **R1, 500** will be levied.

### **Scoping of Website**

This takes 1 week or longer depending on the complexity. Client needs to provide all specifications and custom requirements during this phase. TDS will provide a written web brief for sign off. Once approved and 50% received web development will commence. At this stage the quotation might be altered to accommodate a change in Client requirements.

### **Graphic Design**

After scoping we will graphic design a home page and one content page mock-up for approval.

Up to three rounds of changes are provided, more changes can be accommodated at **R550** per hour.

### **Website Development**

This phase should take anything from 2 weeks to 2 months depending on the complexity of the project.

TDS will provide weekly updates on progress as well as bi-weekly project meetings if requested.

The Client is not shown the work in progress at this time while we are working on fulfilling the brief. If Client has access to development links we ask that the Client refrain from checking on development daily, as this is not productive for us, we will inform you when the dev link is ready for checking

### **Feedback and Changes**

This phase is the longest of all the phases as it usually takes several sessions to get the site to what you're looking for.

Unless specifically expressed and agreed in writing elsewhere, Client may execute three rounds of changes to each stage of the Project. A round of changes is defined

as a set of changes to elements of the Project required by the Client and delivered to TDS at one time. A stage is defined as Design, Content, Development, first Approval, final approval. Changes can only be made to the Project at the appropriate stage of development. If a development stage has been completed and the Client wishes to make changes to that stage this may incur extra charges at our discretion.

**Client to provide changes in a comprehensive list, and not in drips and drabs.**

We encourage our Clients to come into the office, Skype or call in and arrange a one hour 'over-the-shoulder' session direct with the developer where you can give your changes in a live environment, in order to speed things up. Should the Client waive this option, we cannot be held responsible for taking an extended time to get the work to the right level, as things take a lot longer when we receive a list of changes via email, affect them, send back for feedback, await feedback, get a list of changes, make them, etc. it's quicker and more efficient for both parties to make the quicker changes together.

Should a Client take longer than 2 months to provide feedback and the website be stalled for longer than 2 months without feedback, the website will be parked and a **R1,500** reactivation fee will be charged before changes will be made.

**Uploading of content or products**

Once the live version of the home page and one content page is approved, we will commence uploading content, product and images as outlined in any quote, proposal or estimate.

Our quotes, proposals or estimates do not cover or include uploading of content or product information to a website unless specifically noted in the quotation. If required, we can supply this service at an additional fee. Clients are required to upload blog posts to their Social Media platforms. If we are required to do these uploads, we will charge for this in addition to monthly retainer or estimate.

**Client are required produce and deliver content to TDS in a timeous manner for us to proceed to the next phase.**

**Themes and plugins**

It is imperative that you adequately test the chosen theme on all browsers, operating systems, tablets, cell phones and internet settings – preferably those used by your customers who will be using the site, as one it's chosen and development phase commences it is not possible to change themes without incurring significant charges, in most cases we will need to start the project from scratch.

Our quotes do not cover or include custom changes to WordPress or other themes – those will be charged for extra.

Any additional customisation not included in the project specifications will need to be charged for.

Template and plugin purchase are additional to the estimate provided unless otherwise specified and will be charged based on the exchange rate at the time of purchase.

In the event of a plugin or theme malfunctioning TDS cannot be held accountable as TDS are not the creators/developers of any plugins nor themes.

### **Custom functionality**

Our quotes do not cover or include custom functionality unless otherwise specified.

Should additional functionality be required that was not originally scoped, a new quotation will be drawn up and development halted until it is signed and agreed on.

### **Pre-go live, Go-Live and Post-Live Testing**

Once a site is approved, it will be signed off from Client once the final set of changes have been made. This point will mark the official sign off of the website project.

You will be required to sign a document with screenshots of the website indicating that you are happy with the site, at which time, after receiving final payment, we will make the site live.

Once the site is live, we go through a testing phase where we test everything and Client is responsible for testing the site, every email address and link, to ensure that it is in working order.

During go live, please note that the site might break, images not loading and other glitches be apparent while we are taking the site live.

SEO might also be impacted after going live, as the new site is indexed by Google and new rankings worked out. However, the changes should be minimal and should recover shortly and the new site should rank better than the old one given time.

We will provide support and ensure proper working and maintenance of features set out in the quotation of the project for 30 days after the 'launch' or 'live date' of the project. After 30 days, support, consultation and small development work is charged at **R550** ph. This hourly rate may change in the future on written notice to you.

Any design, development or copy changes requested after design sign off will incur additional charges. Our standard hourly rate is currently R550 ph.

Should no signed documentation from Client be received, written email correspondence from Client informing us to proceed, will be binding as a full and final sign off and acceptance of project in full.

Go-live might take in excess of 2 days, depending on the complexities from your hosting provider

We do not take sites live over weekends or after hours, unless addition charges are agreed to.

### **Handover and training**

This estimate includes a 1 – 2 hour training session on the Content Management System.

Full documentation will be provided in support thereof.

### **Ownership**

Ownership of the project developed in terms of this agreement shall remain wholly vested with TDS until the full development fee is paid.

Should for some reason the project not be paid in full, the ownership of the site and all content will revert to TDS to monetize as needed in order to recover the development costs.

### **Hosting and Development Platform**

Our websites are developed to be hosted on Linux web servers running Apache with PHP v5.4.4 which is one of the most popular technology stacks for web development.

Our websites are developed using a CMS

Cancellation of hosting must be provided at least one calendar month in advance, in writing.

### **Website Security and Maintenance**

For any Website Security Packages and Services where TDS has made up-front annual disbursements to a third-party supplier, where the Client wishes to cancel any such packages or services for whatsoever reason, the Client remains fully liable for reimbursement of any such amounts to TDS.

These packages and services are committed to for a period of 12 months at a time.

Written cancellation must be provided one month before the 12-month period is over otherwise the Client will be liable for the full annual payment.

## **Warranty**

Our websites have a warranty of 30 days during which time we will fix any errors save for any errors arising due to circumstances outside of our reasonable control or in any excluded circumstances listed in clause 9.11.9 of our Standard Terms of Service.

If the "Website designed by TDS", or any derivative of, is removed from the footer of the website all warranty and maintenance will be forfeited.

## **Project critical success factors**

For this project to be a success it is imperative that we have the following:

- i. Access to your google analytics account to ensure SEO handover is seamless.
- ii. You are required to use up to date software on your laptop or PC, the latest browsers and the latest operating system, 1024 x 768 monitor, as well as speedy internet connection.
- iii. If it's required for us to build a website that does not conform to the above standards, please specify up front before we commence design, so that we can quote and work accordingly.

## **Payment Terms and Pricing**

Unless otherwise stated in a quote, proposal or estimate, the fees and charges for a website project shall be payable to TDS by the Client as follows:

- iv. a non-refundable development deposit of 50% (fifty percent) is payable prior to commencement of the services;
- v. a further 50% (fifty percent) is payable on final delivery, installation and activation of the website

## **SECTION C: MARKETING SERVICES & TRAINING**

### **1. Email newsletters**

Clients are required to provide their own databases for email marketing purposes.

By engaging TDS, you are confirming that your database has been legitimately obtained and, where applicable, all email addresses have opted in for communications as per the POPI Act.

Subscription fees will be charged direct to the Client.

TDS cannot be held liable for the thoughts and communications expressed by Clients.

## **2. Social media**

TDS cannot be held liable for the thoughts and communications expressed by Clients.

## **3. Marketing Strategy Sessions**

These sessions are charged as per our service rate card.

Payment needs to be made in full before the marketing session can be booked.

## **4. Training**

Rates differ dependant on the training required.

Full payment is required before training is provided.

In some instances, a 50% deposit will secure the booking. Kindly note that the remainder 50% is payable before the training commences.

# **SECTION D: GRAPHIC DESIGN & VIDEO & ANIMATION PRODUCTION**

## **1. Project Acceptance**

A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and should be returned to TDS. Alternatively, the Client may send an official order in reply to the estimate or quotation which binds the Client to accept TDS's terms and conditions, or an email acknowledging acceptance of the quotation.

No work on a project will commence until acceptance of the quotation has been received by TDS.

Clients must be sure of the length of video or animation they require. Leeway of 5-8 seconds may be given either way for the animation price/time quoted anything more than that will have to be quoted for as an additional cost.

Using a professional voice over VO artist is considerably more expensive than using a part-time VO artist as recommended by TDS. Changing to a professional VO artist at a later stage will render extra costs to the client.

TDS highly recommends a client doing thorough planning on the script and/or at least giving a very detailed brief on what they want in the script to avoid delays and extra costs.

## **2. Design Charges**

Charges for design services to be provided by TDS will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's signed acceptance of an estimate or quotation above the value of **R5 500**, a non-refundable deposit of 50% of the quoted fee will become immediately due.

Work on the project will not commence until TDS has received payment of the deposit amount.

The remaining 50% percent of the quoted amount will be due upon completion of the work prior to upload to the server or release of materials.

## **SECTION E: THIRD PARTY SERVICES**

The Client hereby acknowledges that certain Services rely upon goods and/or services being provided by third parties ('Third Party Services').

The Client acknowledges that the Third-Party Services will be governed by that third parties' terms and conditions and that TDS cannot provide any warranties in respect of the Third Party's Services and will not be liable to the Client for any delays and/or failings in respect of the same.

Providers of Third-Party Services may provide their own warranties to the Client and the Client must satisfy itself whether such warranties (where given) are acceptable for the Client's business purposes or risk management policies.

TDS shall procure Third Party Services as the agent for the Client and shall mark-up third party work by up a reasonable agency percentage.

## **SECTION F: SOCIAL NETWORKING AND DIGITAL MEDIA MANAGEMENT SERVICES**

### **• APPOINTMENT**

The Client hereby appoints TDS to conduct social networking and digital media management services (“Social Media Services”) and **TDS** hereby agrees to accept such appointment on terms and conditions as contained in the main agreement read in conjunction with this Annexure.

### **• DURATION**

The agreement between the Parties in respect of the Social Media Services shall commence on the Signature Date hereof.

**TDS** shall render the Social Media Services to the Client for an initial period as stipulated in contract and calculated as from the Signature Date (hereinafter referred to as the “Initial Period”), unless agreed and stated otherwise herein.

The Initial Period of this Agreement shall be extended for a further period as per your current contract agreement, unless the Client notifies TDS in writing at least 1 (One) month prior to the expiry of the Initial Period that the Client shall no longer be making use of TDS’s Service/s beyond the expiry of the Initial Period.

### **• CLIENT’S OBLIGATIONS**

**The Client must provide TDS with:**

- Full details of all the Client’s social media platforms that it is presently utilising or which it may have utilised in the past. In this regard, the Client must provide TDS with the Client’s login details and access passwords as well as any URLs required in order to gain access to such platforms and the Client shall also be obliged to make TDS a manager of any of such platforms, should this be necessary in order for TDS to be able to render the required services herein;

- The Client's Corporate Identity as well as any identities applicable to any of its brands together with any specific documents that will assist TDS in gaining an insight into and an understanding of the Client's various corporate identities, which shall include but not be limited to: a colour breakdown for each identity, font particulars and any or all of the Client's slogans or logos in high resolution for each identity;
- Information or details with regards to what the Client stands for, the nature and extent of the services or products that the Client provides, what is the Client's brand essence and what is the Client's target market. Such information or details can be submitted to TDS either in a document or via simplistic mail and same shall then assist TDS in its strategy development and content curation for the social media services that TDS will be recommending that the Client implements in terms hereof;
- Stock photographs/images of the brands owned by the Client or over which the Client has acquired the right to use. Such photographs/images shall be utilised by TDS to populate the various social media platforms;
- With full information of any events that have already been organised or which are planned for the future related to the Client in any manner whatsoever so that such information can be integrated into the social media platforms as and when required.

Once TDS has finalised and presented its social media strategies, content, adverts and competitions to the Client, then the Client shall be obliged to approve and sign off on same prior to TDS implementing same.

The Client shall be obliged to pay a fee as per proposal per month to TDS for the social media services rendered by TDS. Such fee shall be due and payable by the Client to TDS monthly in advance on or before the last day of each month for the duration over which such services are being rendered in terms of this Annexure and the provisions of the main agreement.

The Client shall furthermore be obliged to pay any additional costs, fees or charges that may be imposed by any social media platform or any other internet service provider pertaining to the Services being rendered by TDS on behalf of the Client, which costs, fees and/or charges shall be due and payable by the Client to TDS on demand.

#### • **TDS'S OBLIGATION**

When rendering the social media services to the Client in terms hereof, TDS shall attend to:

- **Social Media strategy development:** This is the process of developing strategies for the various social media platforms that fit in with the Client, its corporate identity and/or its various brands;
- **Social Media content curation:** This is the process of developing content for the various social media platforms that flows from the social media strategies that have been developed herein;
- **Social Media content implementation:** This is the process of rolling out the approved and signed off content on the various social media platforms;
- **Social Media Management:** This is the monitoring of the various social media platforms for responses and questions that may appear;
- **Social Media Reporting:** TDS shall shall prepare a month report, in writing, detailing the results of all work we have undertaken during the month. This will be delivered and presented at the monthly management meeting. Standard reporting is charged for. Should you wish to not pay for reporting, we can remove this option from your quote. Detailed reporting that is over and above our standard reporting will be quoted for as needed;
- **Competition Development:** TDS will design and develop competitions throughout the year for specific campaigns pertaining to the Client and its' services or products;
- **Competition Reporting:** TDS will provide the Client with an in-depth report of the outcome of a competition, once it has been completed;
- **Social Media Training:** TDS offers social media training to the Client on the specific platforms that TDS is monitoring and managing. This service may be at an additional charge;
- **Crisis Management:** When there are issues on the platforms that need to be attended to, TDS will contact the required individual and notify them of the problem;
- **Social Management:** TDS shall respond to or engage with fans/followers as and when required.

#### • RECORDAL OF POSSIBLE DIFFICULTIES THAT MAY IMPACT ON SERVICE

The Parties hereby record that TDS has made the Client aware that the following issues may negatively impact on the Services being rendered by TDS and the fees applicable thereto that are payable by the Client, being inter alia:

**Abusive users:** At times there may be an abusive user who does not agree with the brand or what is being stated. These users will either be removed or dealt with;

**Internet failure:** If there is major internet downtime throughout South Africa or in any other manner whatsoever for whatever reasons, then TDS may not or will not have access to the social media platforms and/or profiles;

**Call to action:** If during any campaign there is an error with a domain or URL supplied by the Client and TDS is not informed thereof, then users will be directed to a faulty URL;

**Advert Price increases:** When there is higher demand for particular demographics the price of the CPC may increase, lowering the overall results for that budget.

**Social Media:** TDS cannot be held liable for the thoughts and communications expressed by Clients. We will provide you with a social media content plan for approval before uploading. If we don't get approval timeously, then the blog or content will be delayed, as the team are scheduled 2-3 days in advance;

**Graphic design:** TDS will design up to three new concepts, if the original concept is not accepted. Should all three designs not be acceptable, the client and TDS agree to obtain outside mediation to determine whether TDS has missed the brief or whether the Client is being unreasonable. The mediator will be agreed to by both parties. This cost will be split by both parties.

- **SECTION G: CONTENT MARKETING AND PR SERVICES**

- **APPOINTMENT**

The Client hereby appoints TDS to conduct content marketing services and TDS hereby agrees to accept such appointment on terms and conditions as contained in the main agreement read in conjunction with this Annexure.

- **DURATION**

The agreement between the Parties in respect of the Content Marketing Services shall commence on the Signature Date hereof.

TDS shall render the Content Marketing Services to the Client for an initial period as stipulated in contract and calculated as from the Signature Date (hereinafter referred to as the “Initial Period”), unless agreed and stated otherwise herein.

The Initial Period of this Agreement shall be extended for a further period as per your current contract agreement, unless the Client notifies TDS in writing at least 1 (One) month prior to the expiry of the Initial Period that the Client shall no longer be making use of TDS’s Service/s beyond the expiry of the Initial Period.

## • CLIENT’S OBLIGATIONS

### **The Client must provide TDS with:**

The Client’s Corporate Identity as well as any identities applicable to any of its brands together with any specific documents that will assist TDS in gaining an insight into and an understanding of the Client’s various corporate identities, which shall include but not be limited to: a colour breakdown for each identity, font particulars and any or all of the Client’s slogans or logos in high resolution for each identity;

Information or details with regards to what the Client stands for, the nature and extent of the services or products that the Client provides, what is the Client’s brand essence and what is the Client’s target market. Such information or details can be submitted to TDS either in a document or via simplistic mail and same shall then assist TDS in its’ strategy development and content curation for the social media services that TDS will be recommending that the Client implements in terms hereof;

Stock photographs/images/videos of the brands owned by the Client or over which the Client has acquired the right to use.

With full information of any events that have already been organised or which are planned related to the Client in any manner whatsoever so that such information can be integrated into the content strategy as and when required.

Once TDS has finalised and presented its content to the Client, then the Client shall be obliged to approve and sign off on same prior to TDS implementing same.

The Client shall be obliged to pay a fee of agreed per month to TDS for the content marketing services rendered by TDS. Such fee shall be due and payable by the Client to TDS monthly in advance on or before the last day of each month for the duration over which such services are being rendered in terms of this Annexure and the provisions of the main agreement.

The Client shall furthermore be obliged to pay any additional costs, fees or charges that may be imposed by any content platform or any other internet service provider pertaining to the Services being rendered by TDS on behalf of the Client, which costs, fees and/or charges shall be due and payable by the Client to TDS on demand.

#### • TDS'S OBLIGATIONS

- When rendering the content marketing services to the Client in terms hereof, TDS shall attend to:

**Content development:** This is the process of developing blogs and articles that fit in with the Client, its corporate identity and/or its various brands;

**Content implementation:** This is the process of rolling out the approved and signed off content on the various platforms;

**Press releases:** This is the process of sending out the approved and signed off content to various press publications.

**Press release reporting:** A monthly report will be provided to the Client on the success of press releases;

**Content marketing training:** TDS offers content marketing training to the Client on the specific platforms that TDS is managing. This service may be at an additional charge;

**Monthly Reporting:** TDS shall prepare a month report, in writing, detailing the results of all work we have undertaken during the month. This will be delivered and presented at the monthly management meeting. Standard reporting is charged for. Should you wish to not pay for reporting, we can remove this option from your quote.

Detailed reporting that is over and above our standard reporting will be quoted for as needed;

- **RECORDAL OF POSSIBLE DIFFICULTIES THAT MAY IMPACT ON SERVICES**

The Parties hereby record that TDS has made the Client aware that the following issues may negatively impact on the Services being rendered by TDS and the fees applicable thereto that are payable by the Client, being inter alia:

**Press release pickups:** TDS cannot guarantee the pick-up of articles sent to press. We strive for a minimum of two per piece, but cannot guarantee this, as this is determined by the newsworthiness of the content being distributed. We strongly advise against clients writing articles, as we have a better sense of the type of content that will be picked up by press.

**Internet failure:** If there is major internet downtime throughout South Africa or in any other manner whatsoever for whatever reasons, then TDS may not or will not have access to the content marketing platforms;

**Call to action:** If during any campaign there is an error with a domain or URL supplied by the Client and TDS is not informed thereof, then users will be directed to a faulty URL;

## **SECTION H: EMAIL MARKETING SERVICES**

- **APPOINTMENT**

The Client hereby appoints TDS to conduct email marketing services and TDS hereby agrees to accept such appointment on terms and conditions as contained in the main agreement read in conjunction with this Annexure.

- **DURATION**

The agreement between the Parties in respect of the Email Marketing Services shall commence on the Signature Date hereof.

TDS shall render the Email Marketing Services to the Client for an initial period as stipulated in contract and calculated as from the Signature Date (hereinafter referred to as the “Initial Period”), unless agreed and stated otherwise herein.

The Initial Period of this Agreement shall be extended for a further period as per your current contract agreement, unless the Client notifies TDS in writing at least 1 (One) month prior to the expiry of the Initial Period that the Client shall no longer be making use of TDS’s Service/s beyond the expiry of the Initial Period.

- **CLIENT’S OBLIGATIONS**

**The Client must provide TDS with:**

The Client’s Corporate Identity as well as any identities applicable to any of its brands together with any specific documents that will assist TDS in gaining an insight into and an understanding of the Client’s various corporate identities, which shall include but not be limited to: a colour breakdown for each identity, font particulars and any or all of the Client’s slogans or logos in high resolution for each identity;

Information or details with regards to what the Client stands for, the nature and extent of the services or products that the Client provides, what is the Client’s brand essence and what is the Client’s target market. Such information or details can be submitted to TDS either in a document or via simplistic mail and same shall then assist TDS in its’ strategy development and content curation for the social media services that TDS will be recommending that the Client implements in terms hereof;

Stock photographs/images/videos of the brands owned by the Client or over which the Client has acquired the right to use.

With full information of any events that have already been organised or which are planned related to the Client in any manner whatsoever so that such information can be integrated into the email marketing strategy as and when required.

Once TDS has finalised and presented its email campaign to the Client, then the Client shall be obliged to approve and sign off on same prior to TDS implementing same.

The Client shall be obliged to pay a fee as agreed per month to TDS for the email marketing services rendered by TDS. Such fee shall be due and payable by the Client to TDS monthly in advance on or before the last day of each month for the duration over which such services are being rendered in terms of this Annexure and the provisions of the main agreement.

The Client shall furthermore be obliged to pay any additional costs, fees or charges that may be imposed by any email platform or any other internet service provider pertaining to the Services being rendered by TDS on behalf of the Client, which costs, fees and/or charges shall be due and payable by the Client to TDS on demand.

- **TDS'S OBLIGATIONS**

- When rendering the email marketing services to the Client in terms hereof, TDS shall attend to:

**Email development:** This is the process of writing, developing and designing emails that fit in with the Client, its corporate identity and/or its various brands;

**Email implementation:** This is the process of sending out the approved and signed off email;

**Email marketing training:** TDS offers email marketing training to the Client on the specific platforms that TDS is managing. This service may be at an additional charge;

**Monthly Reporting:** TDS shall prepare a month report, in writing, detailing the results of all work we have undertaken during the month. This will be delivered and presented at the monthly management meeting. Standard reporting is charged for. Should you wish to not pay for reporting, we can remove this option from your quote. Detailed reporting that is over and above our standard reporting will be quoted for as needed.

- **RECORDAL OF POSSIBLE DIFFICULTIES THAT MAY IMPACT ON SERVICES**

The Parties hereby record that TDS has made the Client aware that the following issues may negatively impact on the Services being rendered by TDS and the fees applicable thereto that are payable by the Client, being *inter alia*:

**Abusive subscribers:** At times there may be any abusive subscribers who does not agree with the brand or what is being stated in email marketing. These users will either be removed or dealt with;

**Internet failure:** If there is major internet downtime throughout South Africa or in any other manner whatsoever for whatever reasons, then TDS may not or will not have access to the email marketing platforms;

**Call to action:** If during any email marketing campaign there is an error with a domain or URL supplied by the Client and TDS is not informed thereof, then users will be directed to a faulty URL;

**Database:** Clients are required to provide their own databases for email marketing purposes. By engaging TDS, you are confirming that your database has been legitimately obtained and, where applicable, all email addresses have opted in for communications as per the POPI Act. Any third-party mailer subscription fees will be charged direct to the Client. TDS cannot be held liable for the thoughts and communications expressed by Clients;

**Graphic design:** TDS will design up to three new concepts, if the original concept is not accepted. Should all three designs not be acceptable, the client and TDS agree to obtain outside mediation to determine whether TDS has missed the brief or whether the Client is being unreasonable. The mediator will be agreed to by both parties. This cost will be split by both parties.

## **SECTION I: VIDEO CONTENT MARKETING SERVICES**

- **APPOINTMENT**

The Client hereby appoints TDS to conduct Video marketing services and TDS hereby agrees to accept such appointment on terms and conditions as contained in the main agreement read in conjunction with this Annexure.

- **DURATION**

The agreement between the Parties in respect of the Video Marketing Services shall commence on the Signature Date hereof.

TDS shall render the Video Marketing Services to the Client for an initial period as stipulated in contract and calculated as from the Signature Date (hereinafter referred to as the “Initial Period”), unless agreed and stated otherwise herein.

The Initial Period of this Agreement shall be extended for a further period as per your current contract agreement, unless the Client notifies TDS in writing at least 1 (One) month prior to the expiry of the Initial Period that the Client shall no longer be making use of TDS’s Service/s beyond the expiry of the Initial Period.

- **CLIENT’S OBLIGATIONS**

**The Client must provide TDS with:**

The Client's Corporate Identity as well as any identities applicable to any of its brands together with any specific documents that will assist TDS in gaining an insight into and an understanding of the Client's various corporate identities, which shall include but not be limited to: a colour breakdown for each identity, font particulars and any or all of the Client's slogans or logos in high resolution for each identity;

Information or details with regards to what the Client stands for, the nature and extent of the services or products that the Client provides, what is the Client's brand essence and what is the Client's target market. Such information or details can be submitted to TDS either in a document or via simplistic mail and same shall then assist TDS in its' strategy development and content curation for the social media services that TDS will be recommending that the Client implements in terms hereof;

Stock photographs/images/videos of the brands owned by the Client or over which the Client has acquired the right to use.

With full information of any events that have already been organised or which are planned related to the Client in any manner whatsoever so that such information can be integrated into the video content strategy as and when required.

- Once TDS has finalised and presented its video content to the Client, then the Client shall be obliged to approve and sign off on same prior to TDS implementing same.
- The Client shall be obliged to pay a fee as agreed per month to TDS for the video marketing services rendered by TDS. Such fee shall be due and payable by the Client to TDS monthly in advance on or before the last day of each month for the duration over which such services are being rendered in terms of this Annexure and the provisions of the main agreement.
- The Client shall furthermore be obliged to pay any additional costs, fees or charges that may be imposed by any video platform or any other internet service provider pertaining to the Services being rendered by TDS on behalf of the Client, which costs, fees and/or charges shall be due and payable by the Client to TDS on demand.

## TDS'S OBLIGATIONS

- When rendering the email marketing services to the Client in terms hereof, TDS shall attend to:

**Video filming:** This is the process of filming the video on location with the agreed upon subject matter that fits in with the Client, its corporate identity and/or its various brands. This excludes travel expenses and any stock footage that may need to be purchased;

**Video gear usage:** This is the usage of the gear required during filming;

**Video editing:** This is the process of editing the raw footage to create a 2-5 minute video. It further includes transitions and cutaways between scenes;

**Monthly Reporting:** TDS shall prepare a month report, in writing, detailing the results of all work we have undertaken during the month. This will be delivered and presented at the monthly management meeting. Standard reporting is charged for. Should you wish to not pay for reporting, we can remove this option from your quote. Detailed reporting that is over and above our standard reporting will be quoted for as needed

- **RECORDAL OF POSSIBLE DIFFICULTIES THAT MAY IMPACT ON SERVICES**

The Parties hereby record that TDS has made the Client aware that the following issues may negatively impact on the Services being rendered by TDS and the fees applicable thereto that are payable by the Client, being inter alia:

**Actor incompetence:** TDS cannot be held responsible for any incompetency's that the Client's chosen actor / speak may have;

**Internet failure:** If there is major internet downtime throughout South Africa or in any other manner whatsoever for whatever reasons, then TDS may not or will not have access to the video marketing platforms;

## **SECTION J: INFLUENCER MARKETING SERVICES**

### **• APPOINTMENT**

The Client hereby appoints TDS to conduct influencer marketing services and TDS hereby agrees to accept such appointment on terms and conditions as contained in the main agreement read in conjunction with this Annexure.

### **• DURATION**

The agreement between the Parties in respect of the Influencer Marketing Services shall commence on the Signature Date hereof.

TDS shall render the Influencer Marketing Services to the Client for an initial period as stipulated in contract and calculated as from the Signature Date (hereinafter referred to as the “Initial Period”), unless agreed and stated otherwise herein.

The Initial Period of this Agreement shall be extended for a further period as per your current contract agreement, unless the Client notifies TDS in writing at least 1 (One) month prior to the expiry of the Initial Period that the Client shall no longer be making use of TDS’s Service/s beyond the expiry of the Initial Period.

### **• CLIENT’S OBLIGATIONS**

### The Client must provide TDS with:

Information regarding the kind of person / influencer the Client feels is a good fit for the brand/s.

Information or details with regards to what the Client stands for, the nature and extent of the services or products that the Client provides, what is the Client's brand essence and what is the Client's target market. Such information or details can be submitted to TDS either in a document or via simplistic mail and same shall then assist TDS in its' strategy development and content curation for the social media services that TDS will be recommending that the Client implements in terms hereof;

With full information of any events that have already been organised or which are planned related to the Client in any manner whatsoever so that such information can be integrated into the influencer strategy as and when required.

- The Client shall be obliged to pay a fee as agreed per month to TDS for the influencer marketing services rendered by TDS. Such fee shall be due and payable by the Client to TDS monthly in advance on or before the last day of each month for the duration over which such services are being rendered in terms of this Annexure and the provisions of the main agreement.
- The Client shall furthermore be obliged to pay any additional costs, fees or charges that may be imposed by any influencer platform or any other internet service provider pertaining to the Services being rendered by TDS on behalf of the Client, which costs, fees and/or charges shall be due and payable by the Client to TDS on demand.

### • TDS'S OBLIGATIONS

When rendering the influencer marketing services to the Client in terms hereof, TDS shall attend to:

- **Influencer strategy and set-up:** This is the process of creating an influencer strategy and setting up all elements;
- **Influencer sourcing:** This is the process of identifying potential influencers, contacting them and setting up an agreement that works for the influencer and Client;

- **Influencer management:** This is the process of managing the influencer and ensuring they are meeting their end of the agreement. It is also supplying them with any agreed upon resources;
- **Monthly Reporting:** TDS shall prepare a month report, in writing, detailing the results of all work we have undertaken during the month. This will be delivered and presented at the monthly management meeting. Standard reporting is charged for. Should you wish to not pay for reporting, we can remove this option from your quote. Detailed reporting that is over and above our standard reporting will be quoted for as needed
- **RECORDAL OF POSSIBLE DIFFICULTIES THAT MAY IMPACT ON SERVICES**

The Parties hereby record that TDS has made the Client aware that the following issues may negatively impact on the Services being rendered by TDS and the fees applicable thereto that are payable by the Client, being inter alia:

- **Influencer incompetence:** TDS cannot be held responsible for any incompetence's that the chosen influencer demonstrates after the agreement has been finalise. TDS cannot be held liable for the influencer's actions, but does commit to manage them as best as possible;
- **Internet failure:** If there is major internet downtime throughout South Africa or in any other manner whatsoever for whatever reasons, then TDS may not or will not have access to the influencer marketing platforms;

## SECTION K: GENERAL TERMS & CONDITIONS

### 1. Agreement

- Our quotes, proposals and estimates are governed by the TDS Standard Terms and Conditions of Service. By accepting a quote, proposal or estimate by any means, you accept and agree to those Terms and Conditions in their entirety.
- Written email correspondence from a Client informing us to proceed, will also be binding as acceptance of a quote, proposal or estimate and all TDS Terms and Conditions of Service.

## 2. Exclusivity

- TDS is a digital and marketing agency. This means that TDS may perform work for other Clients, including companies that are deemed as direct or indirect competitors of yours. If you wish to propose that we not to work with your competitors, please raise this with us for further discussion.

## 3. Costing and hourly rate

- In return for services rendered, Client/company agrees to pay TDS amounts provided for in our quote, proposal or estimate and, where relevant, the hourly rates indicated above in accordance with this agreement.
- Further consulting and follow up charges as detailed in any quote, proposal or estimate are available on request.
- A detailed breakdown and description of the services to be rendered will be discussed, agreed and documented in the form of the proposal above.
- TDS reserves the right to increase this rate depending on the nature of work requested.
- The rate for each project will be clearly indicated in the quotation provided.
- The above pricing will be reviewed on a quarterly basis, and any increases to the hourly or project rate will be discussed and agreed with Client.
- For consulting work, daily hours invoiced shall be limited to 8 hours. Project estimations are based on standard working days. A standard day is deemed to be eight hours, normally between 08:00 am and 05:00 pm, Monday to Friday. Should the project/s require work outside these standard working hours (based on Client deadlines), overtime rates at time and a half will be applied. For a Sunday or public holiday, double rates will be applied. For travel required over a Saturday, Sunday and/or public holiday, AA travelling rates will be applied.
- Costs are subject to change based on final assessment of the scope of work required. Where project scope changes, revised pricing will be provided, if time allows. If not, the changes will be noted in the relevant meeting contact report, approved by Client and invoiced at a later stage.
- For consulting work, detailed hourly timesheets will be kept and where resource hours are allocated but not used a credit may be passed to the Client in accordance with our Standard Terms and Conditions. Additional time required over and above the allocated hours will be discussed and agreed upon with Client.

## 4. Expenses Incurred

- For consulting work, expenses incurred for project-specific travel, accommodation and communication (cell phone call charges) are not included in the standard hourly rates quoted and will be charged at cost. This includes travel to the primary Client/company site if the Client is located outside of a 100 km radius from the City of Cape Town. Should the Client/company prefer, the standard hourly rate can be adjusted to include these costs.
- Local and international travel expenses, such as airline tickets, visas, medical insurance, inoculations etc., will be charged to the Client at cost, where applicable.

## **5. Strategic Marketing Retainers**

- To cancel a marketing retainer, we require 1 calendar months' written notice.
- Retainers are charged, even over quiet periods like December, and are not dependant on client's providing us with work over that time. Retainers are there to ensure we are available when needed by the client.

## **6. Reporting on hours (As per request)**

- TDS will keep the Client/company informed on the progress of the work and send the Client/company an email at the end of each week containing timesheets detailing the number of hours worked as well a brief description on what was done.
- Should the Client/company prefer, weekly progress meetings or any other form of progress reporting can also be discussed and agreed on.
- The work/project duration and costing may increase with additional project scope and/or where costing assumptions prove unfounded. All increases will be managed through a formal change management process that will be agreed to and signed off by both parties concerned.

## **7. Alterations to Service Deliverables**

- TDS shall have the sole discretion to accommodate minor changes or alterations to Service Deliverables.
- The Client agrees that any changes required to Service Deliverables over and above the estimated work or required to be carried out after acceptance of the draft design will be may be charged for by TDS on a time and materials basis.
- TDS shall not be responsible for any amendments made by any third party, before or after a design or other Service Deliverable is published.

## 8. Invoicing and payment

- Invoice payments should be made by means of direct deposit into TDS's bank account, the details of which shall be specified on TDS's invoices or otherwise provided to the Client.
- Clients are requested to please e-mail TDS on **[info@targeteddigitalsolutions.co.za](mailto:info@targeteddigitalsolutions.co.za)** a copy of the proof of payment once payment has been made.