

This is an advertising agreement between

Ramlodi Marketing Consultants CC – 2005/012505/23

Hereafter called “Ramlodi”

and

Name of Company: _____

Hereafter called “the contractor”

Contact person: _____ Capacity: _____

Email: _____ address: _____

Both the contractor and Ramlodi are willingly entering into this agreement and want to do business with each other.

Ramlodi Marketing Consultants provide the following service:

1. Ramlodi will pay for marketing (amount to Ramlodi’s discretion) to advertise the contractor’s business, services or products on the Internet as well as other places of Ramlodi’s choice.
2. Ramlodi will email or sms the contractor with contact details of potential clients to the cell numbers and or email addresses provided by the contractor.
3. Ramlodi will also remind the contractor to follow up the referrals after the contractor quoted them.

The contractor shall:

1. The contractor shall contact the potential client within 15 - 20 minutes (if possible) after the contractor received the potential client’s contact details from Ramlodi via sms or email to quote him or to make arrangements to quote him/her.
2. The contractor shall contact the potential client not later than within 24 hours after the contractor received the potential client’s contact details from Ramlodi via sms or email to quote him or to make arrangements to quote him/her.
3. The contractor **must** reply to Ramlodi’s email or SMS to confirm that he/she received the potential client’s contact details within 15 – 20 minutes after receiving the sms or email.

4. The contractor must sms or email Ramlodi on the same day or at the latest before 12 the next day to confirm that the contractor made contact with the potential client.
5. The contractor must sms or email Ramlodi on the same day or at the latest before 12 the next day to confirm that the contractor could not make contact with the potential client.
6. The contractor must copy Ramlodi on each quotation the contractor sends to the potential client referred by Ramlodi either by email or fax to the fax number or email address provided by Ramlodi for this purpose.

Payment

- 1 The contractor shall pay Ramlodi a 5% commission of the total amount on each job (calculated before Vat) of all the potential clients Ramlodi referred to the contractor which result into a transaction. **(IF THE CONTRACTOR DO NOT GET THE JOB RAMLODI DO NOT GET ANY PAYMENT ON THAT REFERRAL)**
- 2 The contractor shall pay Ramlodi the full 5% (calculated before Vat) not later than 48 hours after the contractor received a deposit or first payment from the client referred to him by Ramlodi.

Term of agreement

This agreement shall endure forever or until either party give one week notice to terminate it in writing. Proof of this termination notice should be available on request. All outstanding monies shall be paid up to date to Ramlodi by the contractor before the contractor can give one week's notice to terminate this agreement in writing.

Domicilium

The parties choose as their domicilia citandi et executandi for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatever nature, the following addresses:

Ramlodi

Tel: 012 333 8197

Cell: 082 755 4095

Fax: 086 621 6691

Email: leon@ramlodi.co.za

Street address; 135 Kortom street Kilnerpark Pretoria, 0186

The contractor

Tel: _____

Cell: _____

Fax: _____

Email: _____

Street address: _____

Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only in writing.

Any party may by notice to the other party, change its domicilium citandi et executandi to another physical address in the Republic of South Africa, provided that the change shall become effective on the seventh day after the latest reception of the notice.

Any notice to a party contained in a correctly addressed envelope and:

- Sent by prepaid registered post to it at domicilium citandi et executandi shall be deemed to have been received on the fourth business day after posting (unless the contrary is proved); or
- Deliver by hand to a responsible person during ordinary business hours at its domicilium citandi et executandi shall be deemed to have been received at the time of delivery (unless the contrary is proved).

Any notice given by telefax shall be deemed to have been received by the addressee, in the absence of proof to the contrary, immediately upon issuance, by the transmitting telefax machine, of a report confirming correct transmission of all the pages of the document containing the notice, or upon receipt by the transmitting telefax machine, at the end of the notice being transmitted, of the automatic answer back of the receiving telefax machine.

Notwithstanding anything to the contrary, herein contained, a written notice or communication actually received by a party shall be an adequate notice or communication to it, notwithstanding that it was not sent to or deliver at its chosen domicilium citandi et executandi.

General

This is the whole agreement between the parties containing all of the express provisions agreed on by the parties with regard to the subject matter hereof.

No party may rely on any representation which allegedly induced that party to enter into this agreement, unless the representation is recorded herein.

No agreement varying, adding to, deleting from or cancelling this agreement and no waiver of any right under this agreement shall be effective unless in writing and signed by or on behalf of the parties.

No relaxation by a party of any of its rights in terms of this agreement at any time shall prejudice or be a waiver of its rights (unless it is a signed written waiver) and it shall be entitled to exercise its rights thereafter as if such relaxation had not taken place.

As this agreement was negotiated by the parties, the rule of construction that the contract shall be interpreted against the party responsible for the drafting or preparation of the agreement shall not apply.

If any provision of this agreement is, or becomes, invalid or unenforceable, it shall be severable from the rest of the agreement, which shall continue to be binding on the parties.

Legal costs

In case of any legal action by any party, each party will be responsible for their own legal costs.

Thus done and signed at on this day of 20

AS WITNESS

1.

2.

.....

The contractor

Thus done and signed atPRETORIA..... on this day of 20

AS WITNESS

1.

2.



Ramlodi