

Contractual Terms and Conditions

Caitlin Mkhasibe

1. GENERAL

1.1 These conditions, together with any special conditions set out by the sole proprietor/ artist (hereinafter referred to as “Caitlin Mkhasibe”) in the quotation or other contract documents shall be deemed to comprise the sole conditions under which Caitlin Mkhasibe offers her services to the Customer.

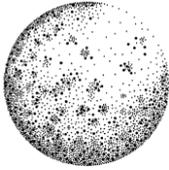
1.2 Where any conflict arises between these conditions and any special conditions advised by Caitlin Mkhasibe the special conditions shall prevail to the extent that they are inconsistent with these conditions.

1.3 Differences between commissioned artwork, collaboration and royalties (See clause 4 for further information on 1.3 a.), 1.3 b.) and 1.3 c.)):

a.) Commissioned artwork: A Customer utilizes Caitlin Mkhasibe’s artistic skillsets to have its/their/her/his idea created as a framed or unframed original drawing, painting, mural or print where a majority of the artistic planning and rendering is done by Caitlin Mkhasibe and the copyright belongs to Caitlin Mkhasibe. Exclusivity of the artwork is with the Customer as they will have the original artwork. The artwork will not be further used in perpetuity by the Customer or Caitlin Mkhasibe to make duplicates (prints, etc.), new merchandise or be tattooed by another tattoo artist.

b. Collaboration: Working on an idea to co-create an artistic project or artwork with each artist, musician, designer, individual, company or party involved in a collaboration with Caitlin Mkhasibe where copyright is shared.

c. Royalties refer to an artwork commissioned by the Customer that is made by Caitlin Mkhasibe for the sole intent of being used in perpetuity by the Customer.



2. VALIDITY

2.1 Caitlin Mkhasibe's tender is made on the assumption that the work is reasonably capable of being carried out. If on inspection, this is found not to be the case, Caitlin Mkhasibe shall advise the Customer as soon as is reasonably practicable and thereupon shall be freed from carrying out its obligations thereunder. No liability shall attach to Caitlin Mkhasibe for any loss occasioned by the work not being carried out.

2.2 The scope of the work shall not be changed without the prior written agreement of both parties.

2.3 Except for agreed associate work no rights or obligations arising between the parties as a result of this contract shall be assigned to any third party without the prior written agreement of both parties.

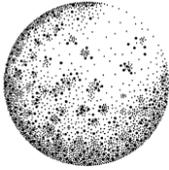
3. PRICE

3.1 Prices are exclusive of VAT and other taxes and levies chargeable in respect of the provision of services. Any such taxes and levies shall be charged at the rate effective at the date of invoice.

3.2 Where the parties agree to vary the scope of work and/or delivery dates such agreement shall be recorded in writing, signed by the parties and Caitlin Mkhasibe shall adjust the contract price to take account of such changes.

3.3 While Caitlin Mkhasibe shall endeavour to maintain prices she reserves the right to increase prices proportionately to increases in the cost of labour and/or materials arising between quotation and completion.

3.4 In the event of the suspension of the work by reason or any act or omission of the Customer, including but not limited to failure to provide information or instructions necessary to allow Caitlin Mkhasibe to fulfil her obligations hereunder in a timely manner, any prices quoted may be increased by Caitlin



Mkhasibe to cover extra expenses incurred by Caitlin Mkhasibe on this or any other contract by reason of such suspension.

3.5 In the event that any such suspension exceeds 14 days, Caitlin Mkhasibe reserves the right to terminate the contract and thereupon shall be freed from any further obligations hereunder. No liability shall attach to Caitlin Mkhasibe for any loss occasioned by such termination.

4. PAYMENT

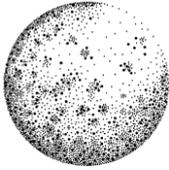
4.1 The Customer shall make full payment to Caitlin Mkhasibe of the contract price (or the appropriate part thereof where payment is by instalments) within 7 days of date of invoice.

4.2 Notwithstanding the provisions of clause 4.1 above, Caitlin Mkhasibe reserves the right for payment of 50% of the contract value to be completed by the Customer prior to commencement of the work.

4.3 Changes: The Customer has a solid idea for a commissioned artwork. The agreed upon cost allows for 2 rounds of Customer changes. Any further changes thereafter will be charged at R300 per hour.

4.4 Royalties: A flat fee of the cost of the materials, planning and time to create an artwork (with clause 4.3 mentioned above) plus 15% of each sale where Caitlin Mkhasibe's artwork's usage is part of a final product (furniture, prints, books, comic books, packaging, clothing, etc.) that will be used in perpetuity by the Customer. Exclusivity of the artwork is with the Customer.

4.5 Collaborations: Time and costs of materials and consumables will be at the agreed input of each artist, musician, designer, individual, company or party involved in a collaboration with Caitlin Mkhasibe. Profits from sales after expenses will be split equally by the collaborators. It is the responsibility of each party involved to keep a record of their own input of time and materials.



4.6 In the event of suspension of work as described in clause 3.4 above for a period of 10 days or more Caitlin Mkhasibe shall be entitled to invoice the Customer for work done prior to suspension of work. Such invoicing shall not affect the remaining performance of the contract or liability of the parties, except as may be agreed in writing by them.

4.7 If any sum payable under this agreement is not paid by the Customer on the due date for such payment then without prejudice to Caitlin Mkhasibe's other rights and remedies Caitlin Mkhasibe reserves the right to charge interest on such sum on a daily basis at the rate of 2% percent. Such interest together with all of Caitlin Mkhasibe's reasonable costs and expenses of recovering the late payment and interest shall be paid by the Customer on demand.

4.8 Any courier, travel, accommodation, booking fees and subsistence costs incurred that require Caitlin Mkhasibe to operate out with usual working conditions will be charged as incurred by Caitlin Mkhasibe and will be additional to the agreed contract price.

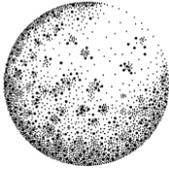
5. COMPLETION

5.1 All time scales quoted are the best available estimates, based on the information available at the date of the quotation and are subject to revision during the course of the work if the details of the job undertaken change.

5.2 A Time Is Of The Essence clause in a contract will override 5.1.

6. LIABILITY FOR DELAY

6.1 For the purposes of this contract, time shall not begin to run until all necessary information has been supplied to Caitlin Mkhasibe or until Caitlin Mkhasibe has obtained access to them and/or to all information necessary to enable Caitlin Mkhasibe to carry out the work or until a written order to proceed, on the terms stated in the quotation, has been received by Caitlin Mkhasibe, whichever is the latest. Notwithstanding the provisions of this clause, Caitlin Mkhasibe reserves



the right to reschedule any agreed timescales in the event that a delay is due to any act or omission of the Customer.

6.2 Caitlin Mkhasebe shall have no liability for delay or non-performance caused by Force Majeure. 'Force Majeure' means industrial dispute or any circumstances beyond Caitlin Mkhasebe's reasonable control including but not limited to any act or omission of the Customer (such as the Customer's failure to submit necessary information within a reasonable time of being requested to do so).

6.3 Caitlin Mkhasebe reserves the right to make a cancellation charge of 50% of the contract value if the Customer cancels an agreed job at less than 14 days notice.

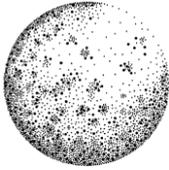
7. LIABILITY FOR DAMAGE

7.1 Caitlin Mkhasebe accepts no liability to the Customer for any consequential or indirect losses, or loss of revenue, profits or anticipated profits arising out of or in consequence of this contract.

7.2 Items held at the operating premises of Caitlin Mkhasebe (prints, paints, etc.) in the undertaking of a job are replaceable only of the value of materials.

7.4 Caitlin Mkhasebe will document the condition of the physical artwork/print before it is wrapped and shipped. Parcels are wrapped to handle shipping procedures, in compliance with couriers' standards. Damages or loss caused by the courier company is of no liability to Caitlin Mkhasebe. If your parcel arrives visibly damaged, the Customer must communicate this while the driver is present to file a report. If the Customer notices damage while the driver is not present, take photographic images of the damage as evidence to then report back to Caitlin Mkhasebe and the courier company.

7.5 Cost of deliveries of an artwork or its constituent parts to create it remotely is reflective of rates provided by The Courier Guy, DHL or the South African Post Office. The Customer can choose either of these services or to collect the artwork



from Caitlin Mkhasibe's operational premisses. Caitlin Mkhasibe does not deliver personally.

8. QUALITY

8.1 Due to the handmade nature of original artworks, there may at times be small imperfections present. Caitlin Mkhasibe endeavours at all times to create work that is of the highest standard, with longevity in mind, but at some points this is unavoidable. Caitlin Mkhasibe may offer to replace or remake parts of a job to remedy an imperfection if possible and practicable.

8.2 You are responsible for the naming of your commissioned artwork, although Caitlin Mkhasibe will assist where necessary.

8.3 Caitlin Mkhasibe will provide documentation of the artistic process, final digital artworks, final photographs/ photographed artworks in the following file formats: PDF, TIFF, JPG, RAW, AI, EPS and any vector format at a minimum of 300dpi.

8.4 Photographs will be supplied in full size 300dpi or more, TIFF or RAW files and retouched.

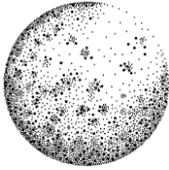
8.5 Caitlin Mkhasibe prefers to transfer large files via WeTransfer.

8.6 Caitlin Mkhasibe reserves the right to keep a copy of all artwork on a back-up drive.

9. COPYRIGHT

9.1 The rights either under Letters Patent, Registered Design, Copyright or otherwise to inventions, designs, drawings or information produced or acquired in the performance of this contract shall vest in and shall remain the property of Caitlin Mkhasibe. See clause 1.3 b.) for collaboration copyright.

10. RECOGNITION OF ARTISTIC ENDEAVOR



10.1 Caitlin Mkhasibe will use her best efforts to market our collaboration/ the commissioned artwork. This includes representation on her website, on social media and blogs.

10.2 The Customer has permission to use process images and final images of the artwork on their social media as posts, stories or paid promotions.

10.3 Depending on scale and global location, if both Caitlin Mkhasibe and the parties agree to run the same social media campaign as a paid promotion, the run time will be agreed upon as a joint effort and shared cost. Rates are dependent on that of Meta Platforms, Inc. Usage of outsourced social media management fees must be agree upon.

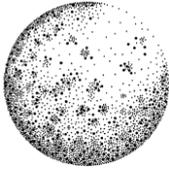
10.4 For social media advertising: Additional graphic design work and/or product photography by Caitlin Mkhasibe outside of the initial agreed upon artistic collaboration/ commissioned artwork will be acknowledged as extra work, billed at a rate of R300 per/hr plus costs of extra materials and invoiced to the Customer, to be paid within an agreed upon time frame.

11. CONFIDENTIALITY

11.1 Caitlin Mkhasibe agrees to keep confidential all matters relating to this contract. This covers every aspect of the relationship between the parties including but not limited to identifiable information, methods used, results of the work, the nature and contents of any work undertaken and the existence of the contract unless the Customer agrees otherwise.

11.2 The Customer shall not by virtue of this contract gain any rights in information wholly or partially owned by Caitlin Mkhasibe or any third party and used in the execution of this work. All such information shall be treated as confidential by the Customer and shall not be divulged to any other party without the prior written consent of Caitlin Mkhasibe.

11.3 The above shall not apply to information required by a Court of Law or which:



- a.) is known to the receiving party at the start of contract negotiations
- b.) is in or comes into the public domain
- c.) is legitimately obtained from a third party.

12. TERMINATION

If the Customer shall:

- a. break any provision of this or any other contract with Caitlin Mkhasibe or;
- b. suffer distress or commit an act of bankruptcy, make arrangements with creditors or go into liquidation or have a receiver appointed, then Caitlin Mkhasibe may, without prejudice to any other claim or remedy, suspend or terminate performance of this or any other contract by written notice and shall be entitled, without prejudice to any other claim or remedy, to payment for the work already completed or work in progress, at a reasonable rate based on the contract price or the value of the work done.

13. ARBITRATION

All differences between Caitlin Mkhasibe and the Customer arising from the contract shall (except where by its terms Caitlin Mkhasibe decision is to be final and binding) be referred to an arbitrator to be appointed, in default of agreement between the parties and acting in accordance with Arbitration Act 42 of 1965 as amended or re-enacted.

14. LAW

These Terms of Service and any separate agreements whereby Caitlin Mkhasibe provides the Customer Services shall be governed by and construed in accordance with the laws of South Africa.