



Mrs Charity Contract 2021

Entered into by and between

Mrs Charity 2021

Name and Surname: _____

ID No. _____

(hereinafter referred to as “the Mrs Charity”)

And

Mrs SA Beauty Pageant (Pty) Ltd t/a Mrs South Africa

(Company Registration Number: 2012/180612/07)

(hereinafter referred to as “Mrs SA”)

1. PREAMBLE:

Pursuant to the Mrs SA pageant held in March 2021, and in accordance with the results thereof, Mrs SA hereby appoints the Mrs Charity on the terms and conditions as set out herein as the successful contestant of the aforementioned pageant, and the Mrs Charity accordingly accepts such appointment and agrees to perform pursuant to such appointment as set out herein below.

2. INTERPRETATION:

2.1 In this Agreement, unless the context dictates otherwise –

2.1.1. the singular shall include the plural and *vice versa*

2.1.2. a reference to any one gender, whether masculine, feminine or neuter, includes the other two



- 2.1.3. any reference to a person includes, without being limited to, any individual, body corporate, unincorporated association or other entity recognised under any law as having separate legal existence or personality
- 2.1.4. any word or expression defined in and for the purpose of this Agreement shall if expressed in the singular include the plural and *vice versa* and a cognate word or expression shall have a corresponding meaning
- 2.1.5. reference to a statutory provision includes any subordinate legislation made from time to time under that provision and reference to a statutory provision include that provision from time to time modified or re-enacted as far as such modification or re-enactment applies, or is capable of applying, to this Agreement or any transaction entered into in accordance with this Agreement
- 2.1.6. reference in this Agreement to “clauses” and “sub-clauses” are to clauses and sub-clauses of this Agreement
- 2.1.7. no rule of construction shall be applied to the disadvantage of a Party to this Agreement because that Party was responsible for or participated in the preparation of this Agreement or any part of it and
- 2.1.8. all the headings and sub-headings in this Agreement are for convenience only and are not to be taken into account for the purposes of interpreting it.

3. APPOINTMENT AND DURATION:

- 3.1. Mrs SA hereby appoints the Mrs Charity to act as such, arising out of and pursuant to Mrs SA’s pageant and the results thereof, and the Mrs Charity accepts such appointment and undertakes to act as set out in this Agreement pursuant to such appointment.
- 3.2. All obligations upon the Mrs Charity as set out herein shall apply to the Mrs Charity throughout the duration hereof, regardless of the Mrs Charity’s results or position as determined at the aforementioned pageant.
- 3.3. It is specifically recorded that the Mrs Charity’s tenure as such will be for the duration up until Mrs SA’s next pageant, but the obligations herein will continue thereafter for the remainder of the duration of this Agreement.
- 3.4. Should the Mrs Charity not sign this contract within a week of being crowned, the Mrs Charity will relinquish her title



- 3.5. Should the Mrs Charity initiate divorce proceedings during her year of reign, she will advise the management team immediately and voluntarily resign (in writing) from the position, with immediate effect
- 3.6. The termination of this Agreement will not affect any of the provisions of this Agreement which operates after any such termination or which of necessity must continue to have effect to enforce the rights of Mrs SA in any way whatsoever, notwithstanding that the Clauses themselves do not expressly provide for this.
- 3.7. This Agreement, and the Mrs Charity's tenure as a Mrs Charity of Mrs SA's beauty pageant, and all benefits and rights associated therewith, may be suspended, revoked or terminated at any time on just cause, in the sole discretion of Mrs SA and upon notification thereof being provided to the Mrs Charity as set out herein below.
- 3.8. This Agreement shall not be construed by either Party to form an employment relationship between Mrs SA and the Mrs Charity. It is specifically recorded that Mrs SA appoints the Mrs Charity as an independent contractor and as the successful participant contestant pursuant to the Mrs SA 2021 Beauty Pageant on the terms and conditions set out in this Agreement.

4. EXCLUSIVITY:

This Agreement is not to be construed as creating exclusivity between the Parties for the contents hereof. The Parties are free to trade with third parties outside of this Agreement but may not participate or be involved in any way or capacity in any other beauty pageant and/or concern and/or undertaking which is or may be in competition with Mrs SA in any manner whatsoever and/or may impair the business and/or operation and/or commercial interests of Mrs SA in any manner whatsoever.

5. MRS CHARITY'S OBLIGATIONS AND UNDERTAKINGS:

It is specifically recorded that the Mrs Charity is appointed in terms hereof arising out of the 2021 Mrs SA beauty pageant and the criteria involved therewith. As such, the Mrs Charity acknowledges and agrees that her tenure is not awarded as a right, but is contractual in nature and dependant and conditional on a number of factors as set out herein. The Mrs Charity, in light of her appointment as such, and in light of the business of Mrs SA, agrees and undertakes to maintain and perform the obligations and undertakings as set out herein for the duration of



this Agreement, and that same have been carefully considered and are reasonable under the circumstances. The Mrs Charity accordingly agrees and undertakes for the duration of this Agreement to:

5.1. Management:

- 5.1.1 Uphold the ethos and values of the Mrs SA organisation
- 5.1.2 Be managed by the Mrs SA Management Team for duration of her reign
- 5.1.3 Be professional and accommodating to Mrs SA Management Team and its requirements, at all times
- 5.1.4 Be punctual, professional and reasonably contactable in all pageant related matters
- 5.1.5 Meet the Mrs SA Management Team in order to establish and maintain a professional working relationship
- 5.1.6 If and when required work with Mrs SA's Management Team for media or social media related issues
- 5.1.7 Read all emails sent from the Mrs SA Management Team timeously and respond with requested information and actions by deadlines noted
- 5.1.8 Discuss any concerns and issues with the Mrs SA Management Team first and directly;
- 5.1.9 Declare in writing any personal publicists or managers with Mrs SA for its written approval relating to the Mrs SA Charity Title
- 5.1.10 Inform Mrs SA of all bookings of any kind relating to the Mrs SA Charity title

5.2. Representation and loyalty during the Mrs Charity's year of reign and thereafter:

During her reign and thereafter:

- 5.2.1. Remain loyal to Mrs SA, its pageant and the brand during and after the Mrs Charity's participation
- 5.2.2. Represent and be loyal to Mrs SA and its pageant and brand and not former or future contestants
- 5.2.3. Under no circumstances, in the role of Mrs Charity of the Mrs SA pageant or as a former Mrs Charity is the Mrs Charity to represent contestants (former and future)



- 5.2.4. Refrain from, without the written consent of Mrs SA, approach its sponsors to raise concerns or issues the Mrs Charity may have and all such concerns and issues must be referred to the Mrs SA Management Team first and directly
- 5.2.5. Any queries or concerns raised by former and future contestants are to be directed to Mrs SA office first
- 5.2.6. Refrain from circulating negative rumours or generating negative publicity

5.3. Expenses and Finances:

- 5.3.1 Mrs SA is a business and is run as such
- 5.3.2 Acknowledge and accept that the Mrs Charity does not earn a salary
- 5.3.3 All prizes and cash contributions are subject to sponsorship
- 5.3.4 Mrs SA office will manage the Mrs Charity from an administrative perspective, but the Mrs Charity's cell phone account and other administrative expenses for example internet, wi-fi and data charges, travel and accommodation will be for the Mrs Charity's own account
- 5.3.5 Acknowledge that she will have to make appearances free of charge for certain functions, such as Women4Women, the Official Sponsors and Mrs SA
- 5.3.6 When making independent appearances, the Mrs Charity may request a market-related appearance fee depending on the function, which is payable directly to the Mrs Charity and the Mrs Charity understands that Mrs SA does not earn any commission on such sums

5.4. Physical Appearance:

- 5.4.1. Keep up and maintain her physical appearance with no drastic alterations, without consulting with Mrs SA management team
- 5.4.2. Stay fit and in top form for the duration of this Agreement
- 5.4.3. Always look professional and well dressed, with make-up, when attending public functions and making official appearances
- 5.4.4. Wear her official sash and crown for official appearances and ensure it is kept cleaned



5.5. Public Conduct:

- 5.5.1. Be at all times a brand ambassador for Mrs SA and its pageant, official sponsors & Women4Women and ensure maximum and positive publicity for the same
- 5.5.2. Refrain from representing or officiating for any religious or political organization
- 5.5.3. Refrain from, under any circumstances, the abuse of alcohol or smoking tobacco products publicly – especially when making official appearances
- 5.5.4. Refrain from representing any alcohol or cigarette company without the prior written consent of Mrs SA

5.6. Functions and Events:

- 5.6.1. Must attend functions and events set out throughout the year by Mrs SA's Management Team and/or Calendar, and by official sponsors at no cost to Mrs SA
- 5.6.2. Agrees to attend and prioritise all Mrs South Africa events and that of sponsors, as well as , that of official sponsors and Women4Women over and above personal appearances and/or bookings
- 5.6.3. This includes but is not limited to : Media tours, Semi-finalists workshops and Semis judging week, Charity Ball, Golf Days, Finalists workshops & convention, Lifestyle Challenge, Pageant week & Fashion shows, as well as official sponsor events (See Addendum A)
- 5.6.4. Ensure that if the Mrs Charity's attendance for a function has been confirmed, the Mrs Charity may under no circumstances cancel such attendance
- 5.6.5. Only in the event of an emergency, cancel any appearance with at least 24 (twenty four) hours written notice to Mrs SA and to client/sponsor as the case may be, setting out your reasons and conveying apology to the client/sponsor (on the Mrs SA letterhead)
- 5.6.6. Always be punctual and professional and not be late when attending any event or function
- 5.6.7. Be dressed appropriately and wearing make-up and the official Mrs Charity's sash
- 5.6.8. Wear her Mrs Charity's sash to all functions and events attended by the Mrs Charity in an official capacity
- 5.6.9. Maintain transport details and costs to and from events as the Mrs Charity's responsibility
- 5.6.10. Ensure that all bookings made by an organisation for an official appearance by the Mrs Charity, must be cleared and approved in writing by Mrs SA in advance
- 5.6.11. Take note that all events are subject to COVID-19 regulations which may affect the nature of the Mrs SA official events and the Mrs Charity should be flexible in this regard



5.7. Official Sponsors:

- 5.7.1. Be an ambassador for all of the Mrs SA Official Sponsors, including all activities associated therewith as determined by Mrs SA
- 5.7.2. The Official sponsors as aforesaid are set out below on a non-exhaustive basis: (**See Addendum C**)
- 5.7.3. Maximize and utilize the Mrs Charity's Prize Package and thank all sponsors personally for their sponsorship and prize
- 5.7.4. Notify Mrs SA in writing when the Mrs Charity makes use of any official sponsorships and to generate positive publicity for the sponsor when doing so
- 5.7.5. Refrain from damaging the relationship between Mrs SA and its pageant and sponsors and to keep Mrs SA informed of all interactions with sponsors
- 5.7.6. Refrain from engaging with any personal sponsors that will or might conflict with any of the official Mrs SA Sponsors
- 5.7.7. Declare any personal sponsorship with Mrs SA in writing, for its written approval, which shall not be unreasonably withheld
- 5.7.8. Ensure that any "Personal Sponsorship Proposals" related to the Mrs Charity Title, are approved by Mrs SA in writing;
- 5.7.9. Should your current job conflict with a sponsor in anyway, we will not expect you to leave your job, however reasonable accommodations must be made to still keep the sponsor satisfied
- 5.7.10. At the end of your reign, you will give our official sponsors first right of refusal, if they would like to continue their support of you (post your reign) before you accept sponsorships from other competing brands

5.8. Charity : Women4Women

- 5.8.1. Acknowledge Women4Women, as the official charity of Mrs SA and agree to work with Women4Women Head office
- 5.8.2. Be at all times a brand ambassador Women4Women
- 5.8.3. Make appearances for Women4Women as approved by Mrs SA, free of charge



- 5.8.4. In the event that the Mrs Charity hosts an event for a charitable cause, Women4Women shall be the Mrs Charity's first choice of charity
- 5.8.5. Follow Women4Women on all its social media platforms and generate positive publicity for Women4Women by engaging with them on said platforms, as well as on your own social media accounts
- 5.8.6. She may continue in her role, in her own personal charities provided she prioritise any Women4Women events
- 5.8.7. Support other charities only as agreed to by Mrs SA in writing

5.9. Media:

- 5.9.1. Be a brand ambassador for the Mrs SA pageant and the Mrs Charity may under no circumstances generate negative publicity for Mrs SA, its sponsors or Women4Women
- 5.9.2. to upkeep the image and brand of Mrs SA when conducting media interviews and dealing with any member of the media;
- 5.9.3. Generate positive exposure for the Mrs SA pageant and its official sponsors, as well as Women4Women on social media
- 5.9.4. Attend interviews organised by Mrs SA Management Team
- 5.9.5. Always notify the Mrs SA management team when doing an interview with any media of any kind, in advance
- 5.9.6. Ensure that all media interviews, photos, press releases (including any published material such as event invitations, speaking events etc) will be approved, edited and issued by Mrs SA, and if deemed necessary by Mrs SA, Mrs SA will forward same to a PR team for final approval;
- 5.9.7. Remain neutral on media and not promote any political, activist or religious party or Organisation
- 5.9.8. May under no circumstances generate negative publicity for Mrs SA, its' official sponsors or Women4Women

5.10. Social Media:

- 5.10.1. Maintain the positive image of Mrs SA and to promote its brand when engaging with any social media, including posting updates on Facebook and/or Twitter and/or Instagram and/or any other social media network of any kind



- 5.10.2. Generate positive exposure for the Mrs SA pageant and its official sponsors, as well as Women4Women on social media
 - 5.10.3. Strictly follow a social media campaign as set out by Mrs SA to include the official sponsors of Mrs SA (**reference Addendum B - Social Media Document**);
 - 5.10.4. Make one post per sponsor, per week on each social media platform including Facebook, Twitter and Instagram, using the prescribed tags and hash tags for the sponsor and Mrs SA
 - 5.10.5. Use the official “Mrs South Africa Twitter Account” (@MrsSA_Official) in addition to the Mrs Charity’s personal twitter account
 - 5.10.6. Open a Facebook account titled with the Mrs Charity’s name and “Mrs South Africa 2021” and post regular updates on the Mrs Charity’s public Facebook page/account, ensuring she tags Mrs SA
 - 5.10.7. Remain neutral on social media and not promote any political, activist or religious party or organisation
 - 5.10.8. Refrain from posting compromising photographs of yourself on any social media network
 - 5.10.9. Refrain from making any negative comments that may harm or potentially harm Mrs SA or its pageant or sponsors or prejudice same in any way, whether foreseen or not
- 5.11. Branding:**
- 5.11.1. Always wear the Mrs Charity’s Mrs SA sash to events, media interviews and any official appearances and ensure it is kept neat and clean
 - 5.11.2. Use exclusively the Business Cards as designed for the Mrs Charity by Mrs SA
 - 5.11.3. Use the Mrs SA Letterhead for all official letters, correspondence and press releases
 - 5.11.4. Use an “email signature” as designed for the Mrs Charity by Mrs SA
 - 5.11.5. Use the Mrs SA logo on the Mrs Charity’s own personal website and Facebook Page
 - 5.11.6. Use the official Mrs SA logo, official sponsor strap, email footer and any other branding provided, and that of Mrs SA’s official Sponsors on all marketing material for events
 - 5.11.7. Obtain approval from the Mrs SA Management Team, in advance for any other materials you may make including but not limited to invites, voting templates, banners, car signs, business cards etc.
- 5.12. Official Mrs SA Events – the year following the Mrs Charity’s reign:**



5.12.1. Attend Mrs SA official events including (but not limited) to : Media tours, Semi-finalists workshops and Semis judging week, Charity Ball, Golf Days, Finalists workshops & convention, Lifestyle Challenge, Pageant week & Fashion shows, as well as official sponsor events (**See Addendum A**)

5.12.2. Be professional, punctual and agreeable during the official events

5.12.3. Draft letters for the Charity Ball if required

5.12.4. Present a glamorous image and hand over the Mrs Charity's crown with dignity

5.13. Photographs and Copyright:

5.15.1 The use of all photographs taken during the Mrs Charity's year of reign being used at the discretion of Mrs SA free of charge, and for 5 (five) years thereafter

5.15.2 Acknowledge that Mrs SA and its sponsors will have copyright over to all images taken by the official pageant photographers Brendan Croft and other appointed photographers, and all legal right and title thereto.

5.14. Other Competitions/Pageants:

5.16.1 refrain from taking part in any other Beauty Pageants during the continuation in force of this Agreement or thereafter, save for International Pageants as set out herein

6. BREACH AND PENALTY:

6.1. In the event that the Mrs Charity breaches any one of the provisions of this Agreement, whether intentionally, negligently or otherwise, all of which are deemed to be material, then and in that event Mrs SA shall be entitled, but not obliged to:

6.1.1. *Issue a Final written warning to the Mrs Charity (if the nature of the breach is of a lesser nature and does not, in the sole discretion of Mrs SA, warrant any of the other remedies available as below); and/or*

6.1.2. *Revoke any and/or all benefits and assistance afforded by Mrs SA to the Mrs Charity; and/or*

6.1.3. *Suspended the Mrs Charity's appointment in terms hereof with immediate effect; and/or*



- 6.1.4. *Strip the Mrs Charity of her title, during the continuance in force of this Agreement or retroactively at any time thereafter, in which case the Mrs Charity will not be allowed to utilise the name and title as the Mrs Charity of Mrs SA's pageant; and/or*
- 6.1.5. *Claim damages from the Mrs Charity*
- 6.2. Mrs SA further reserves its right to follow any other/further legal remedies against the Mrs Charity in the event of a breach as aforesaid, as advised by its attorneys.

BREACH PENALTY

- 6.3. In the event of the Mrs Charity breaching any of the terms and/or conditions aforementioned in this Agreement, the Mrs Charity shall be liable to pay unto Mrs SA the amount as set out herein below as a penalty for such breach/breaches. The amount is linked to the inflation rate of South Africa which is based upon the consumer price index (CPI) and will as such increase with the effluxion of time.
- 6.4. The amount the Mrs Charity shall be liable to pay unto Mrs SA, in the event of such breach/breaches, as described herein above, as at the date of signature of this Agreement, that shall be quantified upon date of demand by Mrs SA, and shall be payable by the Mrs Charity immediately upon demand by Mrs SA, free from any deduction.
- 6.5. The Mrs Charity acknowledges that her appointment carries with it certain risk on the part of Mrs SA and accordingly acknowledges and agrees that the amount as set out in clause 6.4 herein above is fair and reasonable.
- 6.6. The penalty shall not exclude Mrs SA's rights to enforce any other/further remedy available to it pursuant to a breach of this Agreement by the Mrs Charity, either now or at any time in future.

7. CONFIDENTIALITY & NON-DISCLOSURE:

- 7.1.1 It is recorded that this clause is included herein with a view to protect Mrs SA's rights and proprietary interests with regard to and in relation with its business, clients, suppliers, service providers, employees, operational methods and sponsors and the information and documentation pertaining to the aforementioned, during the Mrs Charity's reign and thereafter, as well as in the event that the Mrs Charity breaches this Agreement and/or the Mrs



Charity's appointment is terminated for whatsoever reason and the Mrs Charity acknowledges the reasonableness of this clause.

- 7.1.2 The Mrs Charity acknowledges that during the course of her tenure as such, she will have access to and will become familiar with Mrs SA's confidential information and documentation including, but not limited to, private-, commercial-, operational-, strategic-, pricing-, trade- and technical secrets, stratagems and information of Mrs SA.
- 7.1.3 The term "confidential information and documentation" shall mean, but shall not be limited to, any information and documentation pertaining to Mrs SA or its business that:
- 7.1.3.1 is not available to the public or parts of the public; and/or
 - 7.1.3.2 is specifically classified as such and
 - 7.1.3.3 deals with or is related to Mrs SA's contestants, processes, procedures, criteria, voting systems, Mrs Charitys' deliberations, individual contestants' scores, pageant, suppliers including technical details, programmes and training content, techniques, know-how, methods of operating, costs, contents of reports, specifications, quotations, drawings, formulae, computer records, customer lists and contact information, price schedules, client lists, client personnel, contacts and contact information, any trade contacts, any training courses and details and names of clients and potential clients to which the Mrs Charity becomes privy during the period of her appointment as such by Mrs SA; and
 - 7.1.3.4 pertains to any member and/or employee of Mrs SA which is of a private and/or confidential nature; and
 - 7.1.3.5 was accumulated and/or collected by Mrs SA and/or its representatives during the course of its business and business dealings and that will so be accumulated and/or collected in future; and
 - 7.1.3.6 that is information and/or documentation and/or secret that the Mrs Charity is aware is classified, private and/or confidential or reasonably should be aware is classified, private and/or confidential.
- 7.1.4 The Mrs Charity agrees that during the period of her participation in the pageant, reign as Mrs Charity and thereafter, she will not disclose to others or make use of or cause that use is made, directly or indirectly, any confidential and/or other information or documentation of Mrs SA and/or any client, contestant, service provider, employee of Mrs SA who have disclosed such information and/or documentation to the Mrs Charity under conditions of confidentiality or otherwise, unless authorised by Mrs SA in writing to do so. If there is, or should reasonably be, any doubt about whether any disclosure or use of information and/or



documentation is for an authorised purpose, the Mrs Charity must obtain a ruling in writing from Mrs SA and will consequently abide by such ruling.

- 7.1.5 The Mrs Charity is required to do all things necessary to ensure that all books of account, records, correspondence, notes, computers, disks, storage devices, etcetera, concerning or containing any confidential information of and/or relating to Mrs SA and/or its clients and/or its service providers and/or otherwise provided for herein which is/are under her control and/or within her knowledge is/are stored and is/are dealt with in such a manner as to ensure that same is not transmitted to and/or accessed by any unauthorised party or that the secrecy of such information and/or documentation is not compromised in any manner whatsoever.
- 7.1.6 The Mrs Charity is required to deliver to Mrs SA, whenever required to do so or, in any event upon termination of the Mrs Charity's tenure as such, all books of account, records, correspondence, notes, computers, disks, storage devices, etcetera, concerning or containing any of the aforesaid information and documentation.
- 7.1.7 If part of any information and/or documentation contemplated herein or secret becomes known to the public, then it will not alter the fact that the remainder of such information or secret remains confidential.

7.2 RESTRAINT OF TRADE:

- 7.2.1 This clause is inserted to protect the Mrs SA's rights and proprietary interests with regard to its business, commercial activities, existing clients, sponsors, suppliers, service providers, operational methods and knowhow.
- 7.2.2 The Mrs Charity will during the course of her participation in the pageant and her reign as Mrs Charity have access to and will get acquainted with the Mrs SA's employees, representatives and agents and will by the nature of her participation and reign build relationships with such employees, representatives and agents.
- 7.2.3 The Mrs Charity will during the course of her participation in the pageant and her reign as Mrs Charity have access to and will get acquainted with Mrs SA's clients, sponsors and its clients' employees, representatives and agents and will by the nature of her participation and



reign build relationships with such clients, its clients' employees, sponsors, representatives and agents.

- 7.2.4 The Mrs Charity undertakes that she shall not, at any time during the continuance of this agreement and following the termination thereof, howsoever and whensoever the agreement terminates, directly or indirectly, and whether alone or with another or others, whether for her own account or as representative or employee for a third party, persuade, induce, encourage, procure or solicit the custom of, interfere with, entice or endeavour to entice –
- 7.2.4.1 *any employee, any worker, any customer, any client of and any personnel registered with Mrs SA for placement with another or herself, either as permanent, temporary or contract labour, or to furnish any information or advice, acquired by the Mrs Charity as a result of her association with Mrs SA, to anyone; and/or*
- 7.2.4.2 *any third party or entity from whom/which Mrs SA derives any form of*
- 7.2.4.3 *benefit and/or income, for the Mrs Charity's benefit and/or income or the benefit and/or income of any third party, whether such benefit and/or income to the Mrs Charity or third party actually occurred or not.*
- 7.2.5 The Mrs Charity shall, at all times throughout the continuance of this agreement and following the termination thereof, howsoever and whensoever the agreement terminates, directly or indirectly, and whether alone or with another or others, whether for her own account or as representative or employee of a third party, persuade, induce, encourage, procure or solicit any customer, sponsor or client of Mrs SA to -
- 7.2.5.1 *terminate its service delivery- and/or supply- and/or other agreement with Mrs SA, whether such termination occurred or not; and/or*
- 7.2.5.2 *enter into a service delivery- and/or supply- and/or other agreement with any third party and/or the employee personally and/or as representative and/or as employee of any third party, directly or indirectly; and/or*
- 7.2.5.3 *cause any service delivery- and/or supply and/or other agreement between Mrs SA and any client of Mrs SA to be altered to terms and conditions less advantageous to Mrs SA.*
- 7.2.6 The Mrs Charity undertakes that she shall not during the subsistence of this agreement, directly or indirectly, and whether alone or with another or others, and whether or not for her own sole or partial benefit or the benefit solely or partially of others, carry on or engage, employ or have a financial interest in any business which derives benefit from activities similar to that of Mrs SA and as such may compete with the business and/or activities



conducted by the Mrs SA.

- 7.2.7 The Mrs Charity shall at no time during the subsistence of her participation in the pageant and reign as Mrs Charity or thereafter, whether for her own benefit or for that of any other person, firm or Employer, solicit the custom of, interfere with, or endeavour to entice any customer, sponsor, pageant participant or client of Mrs SA.
- 7.2.8 The Mrs Charity shall not participate or be involved in any way or capacity whatsoever in any other beauty pageant and/or concern and/or undertaking which is or may be in competition with Mrs SA in any manner whatsoever and/or may impair the business and/or operation and/or commercial interests of Mrs SA in any manner whatsoever, for a period of 2 (two) years following the termination of the agreement, howsoever and whensoever the agreement terminates.
- 7.2.9 If there is, or should reasonably be, any doubt about whether any trade would be prohibited in terms of this agreement, the Mrs Charity must obtain a ruling in writing from Mrs SA and will consequently abide by such ruling.
- 7.2.10 The Mrs Charity acknowledges that the foregoing restraints are fair and reasonable in the circumstances and reasonably required for the protection of Mrs SA, its suppliers', clients', employees' and members' proprietary and other interests and rights.
- 7.2.11 The Mrs Charity acknowledges that the provisions of this clause 7 have been carefully considered and that the Mrs Charity understands the contents thereof and agrees that the undertakings given by and the obligations imposed on the Mrs Charity herein are reasonable and necessary in the circumstances for the protection of the interests of Mrs SA, the members and contestants thereof.
- 7.2.12 In the event that the Mrs Charity disputes that any/all of the provisions hereof are reasonable or contends that same are unreasonable then the onus of proving such unreasonableness will rest upon the Mrs Charity.
- 7.2.13 It is specifically recorded that the contestants involved in the Mrs SA pageant shall be considered as outside third parties for the purposes of divulging confidential information, and any information disseminated to them must be dealt with accordingly.

BREACH PENALTY



- 7.3. In the event of the Mrs Charity breaching any of the terms and/or conditions aforementioned in this clause 7, the Mrs Charity shall be liable to pay unto Mrs SA the amount as set out herein below as a penalty for such breach/breaches. The amount is linked to the inflation rate of South Africa which is based upon the consumer price index (CPI) and will as such increase with the effluxion of time.
- 7.4. The amount the Mrs Charity shall be liable to pay unto Mrs SA, in the event of such breach/breaches, as described herein above, as at the date of signature of this Agreement, that shall be quantified upon date of demand by Mrs SA, and shall be payable by the Mrs Charity immediately upon demand by Mrs SA, free from any deduction.
- 7.5. The Mrs Charity acknowledges that her appointment carries with it certain risk on the part of Mrs SA and accordingly acknowledges and agrees that the amount as set out in clause 7.9 herein above is fair and reasonable.
- 7.6. The penalty shall not exclude Mrs SA's rights to enforce any other remedy available to it pursuant to a breach of this Agreement by the Mrs Charity, either now or at any time in future.

8. **DOMICILIUM CITANDI ET EXECUTANDI:**

- 8.1 The parties choose as their respective *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the following addresses:

Mrs SA: C/O Honey Attorneys, Kenneth Kaunda Road, Helicon Heights,
Bloemfontein, 9301

the Mrs Charity: _____

Telefax: _____

- 8.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax.
- 8.3 Either party may by notice to the other party change the physical address chosen as its



domicilium citandi et executandi to another physical address, provided that the change shall become effective on the seventh business day from the deemed receipt of the notice by the other party.

8.4 Any notice to a party –

8.4.1 *delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium citandi et executandi shall be deemed to have been received on the day of delivery; or*

8.4.2 *sent by telefax to its chosen telefax number stipulated in clause 7.1, shall be deemed to have been received on the date of despatch (unless the contrary is proved).*

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

9. **GENERAL:**

9.1 No remedy granted by this Agreement shall exclude any other remedy available in law.

9.2 The Mrs Charity acknowledges that no addition and/or variation of this Agreement shall be effective unless agreed to in writing, undersigned by the parties hereto and attached to this Agreement. It is specifically agreed that no correspondence, whether email, sms, telephonic or otherwise shall be utilized as a method to vary of the terms of this Agreement and suretyship and as such shall not be construed as such by any party hereto at any time.

9.3 No relaxation or indulgence which Mrs SA may show to the Mrs Charity shall in any way prejudice or be deemed to be a waiver of its rights hereunder nor shall such relaxation or indulgence preclude or estop Mrs SA from exercising its rights in terms of this Agreement in respect of any further breach.

9.4 This Agreement constitutes the whole agreement between the Parties and no warranties or representations whether express or implied have been given or made by Mrs SA to the Mrs Charity.

9.5 Any term of this Agreement which conflicts with the provisions of any agreement or any applicable law shall be treated as *pro non scripto* and shall be severed from the balance of this



Agreement, which shall continue to be of full force and effect.

9.6 Mrs SA shall be entitled to cede and delegate all or any of its rights and obligations under this Agreement to the successor in title of the undertakings of Mrs SA or any member thereof, whether such cession and delegation takes place before or after the termination date.

9.7 If Mrs SA instructs its attorneys to take steps to enforce any of its rights against the Mrs Charity in terms of this Agreement or otherwise, the Mrs Charity shall be liable to pay unto Mrs SA all legal costs so incurred on an attorney and own client scale, whether legal proceedings have been instituted or not.

WHEREFORE, the Parties acknowledge that they have read and understand the contents of this Agreement and voluntarily accept the duties and obligations set forth herein.

MRS CHARITY

Signed at _____ on this day _____ of _____, 2021

Name (Print) : _____

Signature : _____

Witness 1 :

Name :

Signature :

ID Number :

Witness 2 :

Name :

Signature :

ID Number :

MRS SOUTH AFRICA PTY LTD



Signed at _____ **on this day** _____ **of** _____, **2021**

Name (Print or Type) : _____

Signature : _____