

**MEMORANDUM
OF
AGREEMENT**

Entered
Into
By

Seat Academy (Pty)Ltd

(Hereinafter referred to as "Seat")

AND

Between (Name of Independent Contractor), (Hereinafter referred to as "the Consultant"):

_____ (Full name the Consultant)

(ONLY COMPLETE THE REST OF THIS PAGE IF THE INDEPENDENT CONTRACTOR IS UNDER 18 YEARS OF AGE)

Herein
Represented
By (Parent/Legal guardian if under 18 years of age)

_____ (Name of Parent/Legal guardian)

In
His/her
Capacity
As (e.g. Parent/Legal Guardian)

_____ (Parent/Guardian)

Of

_____ (the Consultant)
And properly authorized thereto.

**1. INDEPENDENT
CONTRACTING AGREEMENT
OF
SEAT**

- 1.1 Subject to the terms and conditions of this Agreement, the Consultant, hereby engages SEAT as an independent contractor to perform consulting services as set forth herein, the Consultant hereby accepts the engagement.
- 1.2 This agreement shall not render Seat an employer, agreement partner, agent of, or joint venture with the Consultant for any purpose.

NOTE AND DISCLAIMER:

This agreement should be used only when SEAT’S contract “so called” “Freelance” Independent Contractors (Consultants). It is not suitable for professional consultants who are employed by SEAT as salaried staff in fulltime employees.

The Consultant shall have no claim against Seat hereunder or otherwise for:

Leave Pay,

Pay,

Sick leave,

Retirement benefits,

Work men’s compensation,

Health or disability benefits,

Unemployment insurance benefits or employee benefits of any kind.

2. PERIOD OF CONTRACT

2.1 This Agreement shall commence on (Date the Consultant joins Seat)

In respect of Independent Contractor (Consultant)

(name of Consultant)

2.2 This Agreement shall end, upon written notice from the Consultant that they no longer wish to be part of the Seat Compensation Plan. They forfeit all future commissions from their network in that event from the date of their resignation.

3. DUTIES OF THE CONSULTANT

3.1 The Consultant shall:

3.1.1 Before commencement of this Independent contract the consultant shall:
Acquaint him/her with the seat compensation plan blueprint, standard operation procedures, rules, regulations systems and methods of operation in specific sales/marketing area and shall aide by instructions received, whether in writing or orally, from SEAT

3.1.2 Unless both parties agree otherwise, not to be entitled to remuneration for any days spent on orientation

4. QUALIFICATIONS

- 4.1 SEAT warrants that he/she (the Consultant) shall be 16 years or older
- 4.2 SEAT warrants that it has the right to terminate this agreement at any time or to take legal action against the Independent Contractor for any improper conduct.

5. REMUNERATION

5.1 SEAT shall remunerate the Independent Contractor/Consultant for his/her services as follows:

5.1.1 \$1 per month for each person in their network, down to 9 levels

(Less statutory core deductions P.A.Y.E. VAT, if applicable)

Per fully paid up service (Client) and (Subscriptions) as indicated by end of each calendar month.

This will become due and payable upon the commissionable and agreed/set amount in terms of this agreement and it shall be paid in cash or by any other means of EFT (CRYPTO CURRENCY) Into the following bank account by such other method as the parties may agree to.

Should SEAT terminate earlier than planned for reasons not attributable to SEAT the Independent Contractor/Consultant, will be remunerated in full the last fully paid up client/s commission by no later than the last day of that month.

The Consultant must reflect a positive attitude and surrender proper information to prospective clients or the public at large. Furthermore, self-discipline, appearance, conducts and not partake in any form of vices.

CONFIDENTIALITY

SEAT acknowledges that during duration of this agreement the Independent Contractor/Consultant in his/hers duties will have access to confidential information (Client) and it must be treated in an utmost classified manner.

The Parties select their respective *domicilia citandi et executandi* as their respective for the purpose of legal proceedings and for the purposes of giving or sending any notice provided if needed in terms of this agreement the following:

E--mail addresses – info@seatsa.co.za

And

Address:

SEAT: 18 Rod Lane Lotus River

Cape Town

7945

All matters arising from this agreement or its termination and the validity, performance and effect shall be determined in accordance of the laws of the Republic of South Africa.

Thus duly signed at 18 Rod Lane Lotus River, Cape Town and

..... (Address of Consultant) on this

the..... Day of201.....(e.g. 2017 or 2018)

ON BEHALF OF CONSULANT:

Consultant's name:

Consultant's surname:

Consultant's signature:

.....

Signature of Parent or Guardian (if Consultant is younger than 18years of age)

Witnesses:

1 _____ (Name of witness 1:)

2 _____ (Name of witness 2:)

ON BEHALF OF SEAT ACADEMY:

John Adolph Volkwyn

Signature:

Designation: Chief Operating Officer

Date:

Witnesses:

1 _____ (Name of witness 1:)

2 _____ (Name of witness 2:)