

INDEPENDENT CONTRACTOR AGREEMENT

(Version August 2025)

This Agreement is made between:

PINK Brand Management (Pty) Ltd ("PINK")

and

The Promoter (the "Contractor")

By accepting promotions from PINK, the Contractor agrees to the following terms and conditions:

1. STATUS OF RELATIONSHIP

- The Contractor acts as an *independent contractor* and not as an employee of PINK.
 - Nothing in this Agreement creates an employment relationship, partnership or joint venture.
 - The Contractor is responsible for their own tax, UIF, COIDA and any statutory registrations.
-

2. PROMOTIONS & PERFORMANCE

- PINK aims to supply the highest standard of promotional staff and encourages Contractors to HAVE FUN, ENJOY THEMSELVES & SELL SELL SELL.
 - The Contractor must always perform services to the best of their ability, professionally represent PINK and its clients, and follow PINK's guidelines.
-

3. IMAGE RIGHTS & PERSONAL DATA

- The Contractor consents to PINK using promotional photos and videos taken during activations (which may include their image) for social media, websites, catalogues, and marketing purposes.
 - The Contractor consents to PINK collecting, storing, and processing their personal data (including ID number, contact details, and photos) strictly for business and compliance purposes, in line with POPIA.
-

4. LIABILITY & RISK

- The Contractor provides services entirely at their own risk.
 - PINK is not liable for any injury, loss, damage or claim arising while travelling to/from, during or after promotions.
 - The Contractor is responsible for arranging their own insurance if required.
-

5. COLLECTION & RETURN OF ELEMENTS

- Contractor must collect all promotional elements (stock, clothing, equipment) by Thursday (or as otherwise arranged by PINK).
- All elements must be returned by the next working day (Tuesday) before 12h00, or as otherwise arranged by PINK.

- If elements are not returned by the agreed deadline, PINK may apply a reasonable deduction to cover administrative costs, potential replacement or courier fees, as assessed by PINK on a case-by-case basis.
 - No elements may be left at outlets unless instructed in writing by PINK.
 - Contractor bears responsibility for any additional courier costs caused by late return.
 - All items must be returned clean; PINK may apply a reasonable cleaning deduction where necessary.
 - Contractor must sign for elements on collection and return.
-

6. TRANSPORT

- Contractor must have their own transport.
 - PINK is not responsible for any travel or transport costs to collect/return elements or to attend promotions.
 - Transport delays (e.g., taxi strikes, lift issues) do not remove the Contractor's obligations under this Agreement.
-

7. ON THE DAY OF PROMOTION

- Contractor must arrive 30 minutes before the scheduled start time.
 - Late arrival or early departure may result in a deduction from the Contractor's payment, determined by PINK.
 - Contractor must work only during the times confirmed by PINK; changes must be pre-approved by the Account Manager.
 - Contractor must appear neat, clean and in the required uniform. Wearing unauthorised clothing, jewellery or accessories may result in non-payment or a reasonable deduction.
 - The use of alcohol or drugs before, during, or immediately after promotions at the venue, is **STRICTLY PROHIBITED**; violation will result in immediate dismissal and non-payment.
 - No nail polish except natural/clear.
 - No sitting, cell phone use (except for required photos, app-work and emergencies) or being accompanied by friends/family; violations may result in non-payment or deductions assessed by PINK.
-

8. CLIENT & CONFIDENTIALITY

- Contractor may not contact the client directly, except when the client visits the promotion on site, or otherwise stated by PINK.
 - Client information remains confidential and is the property of PINK.
 - Breach of confidentiality may result in legal action, and the Contractor may be held liable for any damages or costs incurred by PINK.
-

9. CANCELLATION OF PROMOTIONS

- Once a promotion is accepted, the Contractor must attend.
 - Contractor must notify PINK by phone (not SMS/WhatsApp/email) at least 48 hours before the start if unable to attend, with a valid reason.
 - If proper notice is not given, PINK may apply a reasonable deduction from the Contractor's payment, reflecting administrative costs and potential impact on the campaign.
 - Failure to notify PINK before the shift, or repeated cancellations without valid reason, may lead to termination of this Agreement and recovery of any losses reasonably incurred by PINK.
-

10. PAYMENT TERMS

- Contractor's rate will be communicated by the Account Manager before each booking; rates may vary per campaign.
 - Payment will be made electronically on the 15th of the second month following the month of work (approximately 6 weeks after work month ends). *As an example; Sally worked a few shifts in Jan. Sally will be paid on the 15th March for all the shifts worked in Jan.*
 - Payment will be made into the Contractor's nominated bank account. Contractor must notify PINK in writing of any changes.
 - Should the 15th fall on a Saturday, payment will be made on the preceding Friday. Should the 15th fall on a Sunday, payment will be made on the following Monday. If the 15th falls on a public holiday, payment will be made on the next working day thereafter.
 - Incorrect banking details supplied by the Contractor may result in a reasonable deduction to cover bank charges and administrative effort.
 - Contractor must not discuss payment matters directly with clients; violation may result in non-payment for related promotions.
 - All payment queries must be sent in writing to info@pinkmanagement.co.za or hello@pinkmanagement.co.za by the 10th of each month; PINK will review and resolve validated discrepancies within 2 working days.
-

11. DEDUCTIONS & DAMAGES

- The Contractor agrees PINK may, in good faith and within the bounds of applicable law, make reasonable deductions to cover:
 - Lost or damaged promotional elements;
 - Cleaning costs for returned items;
 - Courier or administrative costs from late returns;
 - Breach of dress code, lateness or non-compliance impacting the campaign.
 - Contractor will have the right to raise queries or dispute any deduction before finalisation.
-

12. FEEDBACK & PHOTOS

- Contractor must submit at least 10 clear photos and fully completed feedback forms for each promotion, signed by store management.
 - These must be sent via WhatsApp or the relevant App, no later than 1 hour after the completion of each promotion.
 - Late, incomplete, or missing submissions may result in a reasonable deduction to reflect administrative costs and the impact on PINK's reporting obligations.
 - "No photos, no pay" may apply if the failure to submit directly prevents PINK from invoicing the client.
-

13. ELEMENTS – LOSS & DAMAGE

- Contractor is responsible for all promotional elements in their care.
 - Loss or damage may result in a deduction equal to the reasonable replacement or repair cost, assessed by PINK.
 - All items must be returned clean; failure to do so may result in a reasonable cleaning deduction.
-

14. CLIENT OR STORE COMPLAINTS

- If PINK receives a substantiated complaint about the Contractor's conduct, PINK will investigate.
 - If the Contractor is found at fault, payment for the affected day may be withheld or reduced, reflecting the impact on the client relationship.
-

15. CELL PHONE ETIQUETTE

- Contractor must be contactable during activate promotions, with a fully charged phone.
 - Contractor may contact Account Managers during office hours (Monday–Friday, 08h00–17h00) or in emergencies during running activations.
 - Contractor agrees to respect after-hours privacy.
-

16. TERMINATION & REPLACEMENT

- PINK may terminate this Agreement immediately for misconduct, repeated non-compliance, breach of confidentiality or failure to meet standards.
 - Contractor may terminate this Agreement with 14 days' written notice.
-

17. ENTIRE AGREEMENT

- This Agreement replaces all previous arrangements and becomes binding upon acceptance by the Contractor.
-