





p · r · o · n · i · i · t

KEEP EVOLVING

PRONIIT DIGITAL AGENCY

(PROFESSIONAL NICHE INTERNET INFLUENCE TECHNOLOGY)

1. DESIGN

→ CONCEPTS

2. DEVELOP

→ SOLUTIONS

3. OPTIMIZE

→ CONVERSIONS

4. SOCIALIZE

→ ENGAGEMENT

5. MARKET/ ADVERTISE

→ STRATEGICAL SPONSORSHIPS

6. ANALYSE

→ REPORTS

Having an online presence for your business is essential to its competitive edge and survival in a world that is evolving into a computer and online generated content hub.

QR Scan Codes



Talk to Us on Messenger
[www.fb.me/proniit](https://www.facebook.com/proniit)



Follow Us On
www.twttr.com/proniit



Visit Us Online
www.proniit.com

COMPILED BY ZOHAR KIAAV KOWLESAR

WWW.ZOHARKIAAV.CO.ZA

CONTACT: 079 343 444 3

SOCIAL: FB.ME/PRONIIT | TWITTER.COM/PRONIIT

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WHO ARE WE?

Proniit is a Comprehensive Digital Marketing Agency.

Using Digital Marketing Strategies such as User Experience (UX) and User Interface (UI) Web Design with industry leading technology in online marketing campaigns we are capable of offering a multitude of services to promote the growth of your business.

WHY US?

WE ARE YOUNG, VIBRANT AND PASSIONATE.

FRIENDLY, FUN AND CLIENT ORIENTATED.

**WE WOULD LOVE TO BUILD A FUNCTIONAL, COMMUNICATION BASED RELATIONSHIP WITH
YOU.**

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WHAT DO WE DO?

Our objective is to generate revenue for your business via the online sphere.

We design digital strategies to drive growth — whether it's developing a brand, raising awareness, driving campaigns, creating engagement or prompting action — and generate unparalleled results. By leveraging our expertise, we are not only achieving marketing goals, we are expanding the impact of your business.

We develop websites using industry leading technologies and provide state-of-the-art web hosting services. We offer online marketing via Search Engine Optimization, Search Engine Marketing and Social Media Management as well as in-depth analysis of web source traffic which is supplied to you for the purpose of strategically increasing your Return on Investment. We create 2D animation explainer videos to further increase the effectiveness of your business.

Did you know that your website is your 24/7 salesperson which can drive leads, sales and customers to your business at a fraction of the cost of hiring a sales team?

Well, it is true. The internet and its capabilities have increased exponentially over the years and the possibilities in generating a steady revenue for your business are infinite.

This is where Proniit comes in. We have the expertise to create, manage and market your business online, start or increase brand awareness and create and manage your Social Media presence.

We work closely with trends in Search Engines, which change daily, in order to continually expose your business to a larger *targeted* customer base which includes targeting locally.

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www.aristocracyafrica.com – Comprehensive International Online Store

Client Testimonial: It has been a pleasure to work with Zohar on all my media needs. I could not be more pleased. You have a very happy Client Zohar - keep up the good work! Jeffrey (UK)



www.sacredjourneys.co.za – CMS Driven Informational Website

Zohar has been an invaluable support for me in all our website & IT requirements over the last few years. Our website is more than just a tool for business, it is an expression of who we are & the change we want to inspire in the world. Zohar has often gone above & beyond to ensure that our website reflects this. He has great confidence, know-how and expertise in his field as well as the care to pay attention to how & what we want to communicate. He has made it all happen. I would recommend his services to anyone looking for a personal touch and a professional service.

More Client Testimonials

Proniit comes highly recommended for assisting me with my website design. Zohar thank you for your prompt response and professional advice. Bianca Lombard – www.diyhandywomen.co.za

WHERE TO START?

There is so much of information, limitless ways in which we **will** generate revenue for you and so much of jargon that you may feel over-whelmed and not know where to start.

Our solution? You focus on your business and what you do best. We'll do the rest. So, to take the guess out, we have compiled a couple of simple options for you to get started.

1. You Don't Own a Website
 - a. Register a domain name with us
 - b. Sign up for web hosting
 - c. Let us design your optimised website based on your marketing goals
 - d. Begin your marketing campaigns

2. You Already Own a Website
 - a. Consider moving to our web hosting. We leverage robust and reliable infrastructure to ensure scalability
 - b. Consider a modern redesign using a high-tech Content Management System
 - c. Talk to us about your marketing objectives
 - d. We will suggest optimisations to your website based on thorough research
 - e. Begin your marketing campaigns

We will be there every step of the way to ensure that you understand **what** we are doing, **how** we are doing it and **why** we are doing it.

We will present information to you in a simple to understand language and **ensure that you see the results.**

WE HAVE ALSO LAID OUT THIS DOCUMENT IN THE PROCESS THAT WILL WORK EFFICIENTLY FOR YOU TO GET STARTED

DOMAIN REGISTRATION & WEB HOSTING

Domain Registration: From R99 (Annually)

- .co.za
- .com
- .africa
- .durban
- .joburg
- .capetown
- org.za
- net.za
- .biz
- .blog
- .co
- .co.uk
- .net
- .me
- .web.za

Web Hosting: From R50 (Monthly)

For more information visit www.prowebhosting.co.za or the accompanying pricing brochure

PREMIUM LOGO DESIGN

Logo Design: R 1499

Three revisions based on clients' needs.

N.B.: Supplied to customer in SVG (Scalable Vector Graphics) on a CD/DVD for safety and backup.

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CREATIVELY DESIGNED & INTUITIVELY DEVELOPED

Content Management System	(Responsive Website)	From	R 6999.00
Ecommerce/Online Store			R 19 999.00
Accommodation/Booking Website			R 28 999.00
User Forum Website			R 14 999.00
Social Networking Website			R28 999.00
Business Listing & Advertising Website			R28 999.00
Pay Per View Website			R19 999.00
Paid Membership Website			R28 999.00

We know that a website can do almost **anything** that you need it to do for your business. If we haven't listed it on here, please do not hesitate to ask us about your requirements and we will create a custom package for you.

SEARCH ENGINE OPTIMIZATION

Search engine optimisation (SEO) is the process of increasing the visibility of a website or a web page in a web search engine's unpaid results—often referred to as "natural", "organic", or "earned" results. In general, the earlier (or higher ranked on the search results page), and more frequently a site appears in the search results list, the more visitors it will receive from the search engine's users; these visitors can then be converted into your customers.

SEO may target different kinds of search, including image search, video search, academic search, news search and industry-specific search engines. SEO differs from local search engine optimisation in that the latter is focused on optimising a business' online presence so that its web pages will be displayed by search engines when a user enters a local search for its products or services. The former instead is more focused on national or international searches.

We offer local SEO as a service. It has not yet been included in this document. If you would like more information please do not hesitate to contact us.

SEARCH ENGINE OPTIMIZATION PRICE GUIDE

SEO Package Details	Small	Medium	Professional
SEO Discovery	YES	YES	YES
Keyword Analysis	YES	YES	YES
Initial Ranking Report	YES	YES	YES
Keyword Profile	NO	YES	YES
Competition Analysis	YES	YES	YES
Incoming Links Report	YES	YES	YES
Search Engine Saturation Summary	NO	YES	YES
Content Suggestions Report	NO	YES	YES
Website Design Enhancements	NO	YES	YES
Website Optimization / Link Building			
Site Optimization	YES	YES	YES
Content Optimization Enhancements	YES	YES	YES
Meta Tag Adjustments	YES	YES	YES
Spider Friendly Navigation Setup	YES	YES	YES
Search Engine Submissions	NO	20	40
Traffic Tracking Software	YES	YES	YES
Inbound Link Building	10	40	80
Creation of Additional Content	NO	YES	YES
Source Code Optimization	NO	YES	YES
Site Map Creation / Submission	NO	YES	YES
Robot.txt Validation	YES	YES	YES

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Article Submissions	NO	5	10
Link Bait Ideas / Setup	NO	YES	YES
XML Sitemap Setup	NO	YES	YES
Blog Setup, Customization & Optimization (a R3998.50 value not included)	YES	YES	YES
Website Reporting & Analytics			
Website Analytics Setup	YES	YES	YES
Custom Analytic Reporting	NO	YES	YES
Continual Website Optimization	NO	YES	YES
Keyword Conversion Report	NO	YES	YES
SEO Plan Deliverables			
Keyword Phrases Optimized	5	10	20
Website Pages Optimized	10	20	25
Articles Written / Submissions	None	2/mo	4
Blog Posts Written	None	3/mo	8
Major Directory Submissions (PR 6 +)	25+	75+	100
Link Building Program Backlinks	10+	30+	50+
SEO Pricing Information			
Contract Period (Minimum)	12/mo	9/mo	6/mo
Monthly Fee	R1500	R3000	R6000

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CONVERSION RATE OPTIMISATION

ANALYTICS, MONITORING AND MAINTENANCE

Installation of Google Analytics, Search Console, Maintenance and Reporting:

This includes the following:

- ✓ Report on site performance
- ✓ Tracking of site up time
- ✓ Domain performance report
- ✓ Domain performance Scoring
- ✓ Domain Problems Report

Google Analytics Reports - These include:

- ✓ Traffic sources,
- ✓ unique visitors,
- ✓ page referrals,
- ✓ Site Usage,
- ✓ Bounce Rate,
- ✓ Time on Site,
- ✓ map overlay,
- ✓ content overview,
- ✓ browser types,
- ✓ connection speeds,
- ✓ visitor loyalty,
- ✓ direct traffic,
- ✓ referring sites,
- ✓ search engines,
- ✓ keywords,
- ✓ top content,
- ✓ content by Title,
- ✓ Content drill down,
- ✓ Top landing pages,
- ✓ Top exiting Pages,
- ✓ Site overlays and many more in-depth reports,
- ✓ Goal Conversions,
- ✓ Building an Email database (Subscriptions)

R 1699.00 per month – minimum period six months

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SOCIAL MEDIA MARKETING AND OPTIMIZATION

Social media marketing refers to the process of gaining traffic or attention through **social media** sites. **Social media** itself is a catch-all term for sites that may provide radically different **social** actions.

Proniit utilizes social networking websites as a marketing tool. The goal of SMM is to produce content that users will share with their social network to help a company increase brand exposure and broaden customer reach.

Benefits to Social Media Marketing

1. **Increased Brand Recognition.**
2. **Improved brand loyalty.**
3. **More Opportunities to Convert.**
4. **Higher conversion rates.**

Additionally, [studies have shown](#) that social media has a 100% higher lead-to-close rate than outbound marketing, and a higher number of social media followers tends to improve trust and credibility in your brand, representing social proof. As such, simply building your audience in social media can improve conversion rates on your existing traffic.

How do we do it?

1. Create profiles in the top social networks on the internet
2. We will then look at what you have already setup in any of the following Social networks Twitter, Facebook, and LinkedIn
3. We will look at your competition's social networking presence.
4. We will also activate several free programs for you to help automate your social networking participation.

Basic Package

There are literally thousands of social networks around the world. Your goal should be to be active in 20 of them. With the top three launching your social presence, we will help you identify and implement more.

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SMM & SMO	Economic	Silver	Gold	Platinum
Social Bookmarking	40	80	120	160
Social Networking Profile	2	4	6	10
Video Optimization / Marketing (video provided by the client or created by us visit www.videostudios.co.za)	1	2	4	10
External Blogs Creation (Squidoo, Hubpages etc)	2	4	6	10
Blog Submission/Postings/Reviews	10	20	40	60
Forum Postings/Answers	10	20	40	60
Press Releases (Provided by Client)	1	2	4	10
Press Release Distribution	4	10	20	40
Article's (Provided by Client)	1	2	4	10
External Article Submission	10	20	40	60
Blog and Forum Commenting with your URL	5	10	20	40
Minimum Period	12	9	6	3
Pricing per month	R 1499.00	R3999.00	R5999.00	R8699.00

* All Submissions include the following:

Submissions will be manually done.

Submissions will be done in the most appropriate category only.

No hidden costs involved.

We would be accountable for submissions only.

A list of social bookmarking sites will be available after contract is signed.

WHAT WE'LL NEED FROM YOU

- Two to three headshot photos of relevant parties
- Personal bio of relevant parties
- Company information
- Contact information and web links (website, online profile, Blog, etc.)
- Joint-access separately created e-mail
- Your articles dependent on your package and press releases, videos and white papers.

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We implement Google AdWords to generate web site traffic, brand exposure and goal conversions.

Goal Conversions are actions performed on your website after a customer has clicked on an advert in Google Search such as entering information on a contact form, making a sale or navigating to a specific page, which are kept track of with the intention of analysing the statistics and improving the outcome. We ensure that all appropriate coding is setup and functioning before we begin your advertising campaign. This is subject to monitoring your website on a monthly basis.

All Google AdWords Campaigns are marketed as Pay Per Click (PPC) only. That means that you only pay when a potential client clicks on your advert which reduces cost while increasing the likelihood of landing that client.

Package at R999/m

- Four text based & banner adverts in Google™ Search and Content Network;
- Minimum Advertising Budget is R1000;
- Optimized for six keywords;
- Minimum period: nine months;
- Information for the above is discussed with you and will be submitted to you for conformation

Package at R1899/m

- Eight text based & banner adverts in Google™ Search and Content Network;
- Minimum Advertising Budget is R2000;
- Optimized for twelve keywords;
- Minimum period: six months;
- Information for the above is discussed with you and will be submitted to you for conformation

The Google AdWords platform is extensive and its capabilities are far reaching and complex, therefore, for the purpose of this document, we have kept it simple. You can contact us for a complete description of this service offering.

This is monthly ongoing for as long as you decide with a minimum of 3 months. Maximum advertising budget is dependent on you.

All adverts using Google AdWords platform are subject to the Google's Terms and Conditions.

HOW IT WORKS

Your costs are pre-determined by you. You tell us how much you wish to spend and we will tailor make a campaign to suit you and your budget. We have listed an outline below, however, we will discuss this with you in detail before we commence.

1. Provide us with your budget,
2. Provide content, images, videos as needed for promotion,
3. Provide areas in which you like your advertising to be seen,
4. Ensure that the budget payment is made,
5. We commence marketing.

Impressions & Pay Per Click Advertising on Facebook & Twitter.

Cost: From R10 Per Day

Management Fee: R1699 per month

What Are Impressions?

In Web advertising, the term impression is used as a synonym for view, as in ad view. We offer our customers to buy advertising that is measured in terms of ad views or impressions.

Why Should You Advertise Online with Facebook & Twitter?

Social networks offer a unique combination of scalability, cost-effectiveness, desirable demographics, highly targeted marketing, a rapidly growing audience and unmatched tracking capabilities. Ads combine the benefits of broadcast, print, and direct mail advertising, making them a great tool both for branding and for driving traffic to your website.

Niche Targeted Ads

When a company is looking for opportunities to advertise in a specific market, online advertising offers some targeting methods which ensure that the visitors who see the ads are the ones most likely to be your customers. Online Programs like ours, match up advertisers regularly with targeted content in comparison with the most expensive strategy of advertising in newspapers, radio, TV, magazines etc.

Tracking Conversions

Online Advertising can track the performance of the ads such as number of impressions an ad receives, the number of visits your business web site gets from particular ads, enabling the you to see the kind of conversion that happens from online advertisement.

Advertising Cost

You can fix your advertising cost and in case of limited budgets, your online advertising can reach a larger audience than the other methods of advertising and receive a greater return on investment (ROI).

Cheaper Ads

Since the nature of online advertising is highly targeted, the effectiveness of the ads can be determined and conversion rates can be monitored which results in paying less for ads while generating a higher return on investment.

Wider Target

The internet spreads over the globe, the target market of your website around the world can all be targeted at once, which offers a wider geographical area. This should ensure that there are more people searching globally for your products/services.

What are Geo-Targeted ads?

Geotargeting is the practice of customizing an advertisement for a product or service to a specific market based on the geographic location of potential buyers. Every country, province, state, county or city in the world can constitute a niche market for certain products or services at certain times of the day, week or month.

On the Internet, geotargeting can help small businesses to compete with national brands and can ensure that large corporations effectively make use of their advertising resources. For example, a manufacturer of gasoline-powered electric generators may run ads in May and June targeted at residents of the Atlantic and Gulf coastal regions of the United States in preparation for the upcoming hurricane season. As another example, suppose you are a literary agent just getting started in the business and you are looking for authors to write books about cowboys and ranchers. Your website might tailor the content to be of special interest to residents of the KZN, Gauteng, and Western Cape etc.

Geographically targeted ads can increase returns significantly over "blind advertising." On the Internet, **click through rates** are improved compared with advertisements not targeted by location. The results in a given situation depend on the geographical distribution of potential customers, a variable that requires intensive research to accurately determine.

Here at Proniit Digital we Geo-Target your ad banners to anywhere in the world with most of our clients requesting that we keep their advertising to South Africa only. With this method, you are sure not to waste your budget.

Clients will be able to select the position, site and type of ad (video, text, image) that they intend to market.

HOW IT WORKS

Your costs are pre-determined by you. You tell us how much you wish to spend and we will tailor make a campaign to suit you and your budget. We have listed an outline below, however, we will discuss this with you before we commence.

1. Provide us with your budget,
2. Provide content, images, videos as needed for promotion,
3. Provide areas in which you like your advertising to be seen,
4. Ensure that the budget payment is made,
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2D & WHITEBOARD ANIMATED EXPLAINER VIDEOS

Are You Looking to Explain Your Products and Services or Market in the Most Effective Way?

WE HAVE AN AWESOME SOLUTION

ANIMATED EXPLAINER VIDEO CREATION

Benefits:

- Your Business Idea, In Just A Few Seconds
- Visual and Verbal Learning
- Brand Awareness and Trust
- More Visibility
- Mobile-friendly

An effective explainer video can really help to increase your conversions. Why? Because we are all visual learners. Instead of creating a landing page packed full of text explaining why your product or service is so good, why not create a 60 to 90-second video that accomplishes the same?

Most visitors would much rather watch a video rather than read a bunch of information. A clever video will capture your audience and really drive your message home. If the visitor connects with the video what do you think is going to happen? When done correctly they will enter their name and email into any form you present them.

Explainer videos are very popular these days and many companies are using them, but not all of them are focusing on quality. If you do not have the proper budget to get a professional video created then don't do it. A cheap video will make your service or product appear too cheap as well. Some may disagree, but an explainer video that you get on for a few hundred rands isn't going to do the trick. A professionally done video with a script, voiceover and flawless (and creative) **animation can easily cost over \$10,000. USD!**

+/- 30 second video R5999 – R6999

+/- 60 Second Video – R8999 – R9999

+/- 45-90 Second Video – R19999 – R26999 (With Voice Over)

www.animatedexplainervideo.co.za

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LET'S GET STARTED

NAME:

COMPANY:

ADDRESS:

DOMAIN NAME & EXTENSION:

WEB HOSTING PACKAGE:

LOGO DESIGN (OPTIONAL):

WEBSITE DESIGN PACKAGE (OPTIONAL):

ANALYTICS (OPTIONAL):

SEO PACKAGE (OPTIONAL):

SMM PACKAGE (OPTIONAL):

SEM PACKAGE (OPTIONAL):

BRAND AWARENESS (OPTIONAL):

2D OR WHITEBOARD ANIMATED VIDEO (OPTIONAL):

SIGNATURE:

YOU WILL BE SENT A COMPREHENSIVE INVOICE AND COMMENCEMENT OF YOUR PROJECT WILL BE UPON RECEIVING PAYMENT.

WE ONLY ACCEPT ETF PAYMENTS, PLEASE DO NOT HAND CASH TO A SALES REPRESENTATIVE

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TERMS OF SERVICE

All fees for web design and development are to be paid 50% upfront upon receiving the initial quotation for a project that is *approved*.

All fees for monthly services and campaigns are to be pre-paid in full.

Confirmation of Engagement of various service offerings will be supplied individually on a per project basis.

Terms of Service for Web Design and Development (Supplied for Reference Only)

DEFINITIONS

Agreement means the Project Proposal, Terms and Conditions and any other attached documents.

Project means the scope and purpose of the Client's identified usage of the work product as described in the Project Proposal.

Services means all services and the work product to be provided to Client by Designer as described and otherwise further defined in the Project Proposal.

Final Deliverables means the final versions of Deliverables provided by Designer and accepted by Client.

Deliverables means the services and work product specified in the Project Proposal to be delivered by Designer to Client.

Client Content means all materials, writing, images or other creative content provided by Client used in preparing or creating the Deliverables.

Third Party Materials means proprietary third-party materials which are incorporated into the Final Deliverables, including without limitation stock photography or illustration.

Designer Tools means all design tools developed and/or used by Designer in performing the Services, including pre-existing and newly developed software including source code, Web authoring tools, type fonts, and application tools, together with any other software, or other inventions whether or not patentable, and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.

DESIGNER SERVICES

Designer shall perform the services listed the Scope of Work according to the Work Plan and Milestones schedule.

PROPOSAL

The terms of this Agreement expire 30 days after being submitted to Client. If this Agreement expires, Designer may modify the Agreement and resubmit it to Client.

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COMPENSATION

Fees. Client agrees to pay Designer the fees listed in the chosen package.

Expenses: Client will pay Designer expenses, including but not limited to: (a) Incidental and out-of-pocket expenses at cost plus Designers standard markup of 25% (twenty five percent); (b) reimbursement, other than normal commuting, at R10 per km; (c) Travel expenses, other than normal commuting, but including airfare and rental vehicles, with client approval.

Additional Costs: Pricing in the Project Proposal includes only Designer fees. Any other costs, such as hosting, art licensing or photography, will be billed to Client.

Hosting Final Deliverables: Designer will host the Final Deliverables on Designers web space while the Project is under construction. If the Final Deliverables are not completed by the completion date listed in the Project Proposal, and the delay is not caused by Designer, Client agrees to pay Designer R100 per month for hosting until the Final Deliverables are moved to Clients server.

PAYMENT

Payment Schedule: Payment is due when Designer completes each milestone as listed in the Work Plan and Milestones schedule, and Client accepts the Deliverables for that milestone.

Invoices: All invoices are payable within **3 days** of receipt. Invoices shall list any expenses and additional costs as separate items.

LATE PAYMENT

Late Fee: A monthly service fee of 15 percent, or the maximum allowed by law, is payable on all overdue balances.

Crediting Late Payments: Payments will be credited to late payments first, then to unpaid balances.

Collection Expenses: Client shall pay all collection or legal fees caused by late payments.

Withholding Delivery: Designer may withhold delivery and transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full.

Withholding License: All grants of any license to use or transfer ownership of any intellectual property rights under this Agreement are conditioned on full payment, including all outstanding Additional Costs, Expenses, Fees, or any other charges.

CHANGES TO PROJECT SCOPE

Change Request: If Client wants to change the Scope of Work after acceptance of this Agreement, Client shall send Designer a written Change Order describing the requested changes in detail. Within 10 days of receiving a Change Order, Designer will respond with a statement proposing designers' availability, additional fees, changes to delivery dates, and any modification to the Terms and Conditions. Designer will evaluate each Change Order at its standard rate and charges.

Major Change: If Client requests are at or near **50** percent of the time required to produce Deliverables, or the value of the Scope of Services, Designer shall be entitled to submit a new and separate Proposal to Client for written approval. Designer shall not begin work on the revised services until he receives a fully signed revised proposal and any additional fees.

Minor Change: If Client requests are not Major Changes, Client will be billed on a time and materials basis at Designers hourly rate of R400 per hour. Such charges shall be in addition to all other amount payable under this Agreement, despite any maximum budget, contract price or final price identified. Designer may extend or modify any delivery schedule or deadlines in the Agreement as may be required by such changes.

Acceptance/Rejection: Client will have 10 days to respond in writing accepting or rejecting the new proposal. If Client rejects the proposal, Designer will not be obligated to perform any services beyond those in the original Agreement.

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DELAYS

Designer Delays: Designer shall use all reasonable efforts to meet the Work Plan and Milestones delivery schedule. Designer may extend the due date for any Deliverable by giving written notice to Client. The total of all extensions shall not exceed 30 days.

Client Delays: Client shall use all reasonable efforts to provide needed information, materials and approvals. Any delay by Client will result in a day-for-day extension of the due date for all Deliverables.

General Delays: Any delay caused by conditions beyond the reasonable control of the parties shall not be considered a breach and will result in a day-for-day extension any performance due. Each party shall use reasonable efforts to notify the other party, in writing, of a delay. Conditions beyond the reasonable control of the parties include, but are not limited to, natural disasters, acts of government after the date of agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war, terrorism and epidemics.

EVALUATION AND ACCEPTANCE

Testing: Designer will test and correct Deliverables using commercially reasonable efforts before providing Deliverables to Client.

Approval Periods: Client shall, within 7 business days after receiving each Deliverable, notify Designer in writing of any failure to comply with the specification of the Project Proposal or of any other objections, corrections or changes required. Designer shall, within 7 business days of receiving Client's notification, correct and submit a revised Deliverable to Client. Client shall, within 7 business days of receiving a revised Deliverable, either approve the corrected version or make further changes. If after 3 corrections by Designer, Client finds the Deliverables are not acceptable, Client may terminate this agreement subject to the termination clauses of this Agreement. If Client fails to provide approval or comments during any approval period, those Deliverables will be considered approved and accepted. All objections, corrections and changes shall be subject to the terms and conditions of this Agreement.

CLIENT RESPONSIBILITIES

Client acknowledges that it is responsible for performing the following in a reasonable and timely manner: (a) Provide Client Content in a form suitable for use in the Deliverables without further preparation by Designer, unless otherwise specified in the Project Proposal; (b) Proofread all Deliverables. Client will be charged for correcting errors after the acceptance of any Deliverable; (c) Make decisions regarding other parties.

ACCREDITATION AND PROMOTION

Accreditation: Designer shall be entitled to place accreditation, as a hyperlink or otherwise, in the form, size and location as incorporated by Designer in the Deliverables on each page of the Final Deliverables.

Promotion: Designer retains the right to reproduce, publish and display the Deliverables in Designer's portfolios and websites, in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses.

Promotional Approval: Either party, subject to the other's reasonable approval, may describe its role in the Project on its website and in other promotional and marketing materials, and, if not expressly objected to, include a link to the other party's website.

CONFIDENTIAL INFORMATION

Client's "Confidential Information" includes information that Designer should reasonably believe to be confidential. Designer's "Confidential Information" includes the source code of any Designer Tools. All material considered confidential by either party shall be designated as confidential. Confidential Information shall not be disclosed to third parties and shall only be used as needed to perform this Agreement.

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Confidential Information shall not include any information that is already known by the recipient, becomes publicly known through no fault of the recipient, or is received from a third party without a restriction on disclosure

RELATIONSHIP OF THE PARTIES

Independent Contractor. Designer is an independent contractor. Designer shall determine, in its sole discretion, the manner and means by which the Services are accomplished. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Designer and the work product or Deliverables prepared by Designer shall not be deemed a work for hire as defined under Copyright Law. All rights granted to Client are contractual in nature and are expressly defined by this Agreement.

Design Agents. Designer shall be allowed to use third party's as independent contractors in connection with the Services ("Design Agents"). Designer shall remain fully responsible for Design Agents' compliance with this Agreement.

No Exclusivity. This Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by Designer, and Designer shall be entitled to offer and provide design services to others, solicit other clients and otherwise advertise the services offered by Designer.

REPRESENTATIONS AND WARRANTIES

By Client. Client represents and warrants to Designer that: (a) To the best of Client's knowledge, use of the Client Content does not infringe the rights of any third party; (b) Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials; (c) Client will obtain all necessary and appropriate rights and licenses to grant license to Designer to use Third Party Materials.

By Designer: Designer represents and warranty to Client that: (a) Designer will provide the Services identified in the Agreement in a professional and workmanlike manner; (b) Designer shall secure all necessary rights, title, and interest in and to the Final Deliverables, including Designer Tools, sufficient for Designer to grant the intellectual property rights provided in this Agreement; (c) To the best of Designer's knowledge, the Deliverables will not violate the rights of any third parties; (d) If Client or third parties modify the Deliverables or use the Deliverables outside of the scope or purpose of this Agreement, all representations and warranties of Designer shall be void.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, DESIGNER MAKES NO WARRANTIES WHATSOEVER. DESIGNER EXPLICITLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS APPLICABLE TO THE PROJECT.

INDEMNIFICATION AND LIABILITY

By Client: Client shall indemnify Designer from any and all damages, liabilities, costs, losses, expenses or attorney fees arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. Designer shall promptly notify Client in writing of any third party claim or suit. Client shall have the right to fully control the defense and any settlement of such claim or suit.

By Developer. In the case of a third-party lawsuit or proceeding based on a claim that Deliverables breach the third party's intellectual property rights, and it is determined that such infringement has occurred, Designer may at its own expense, replace any infringing content with non-infringing content.

Limitation of Liability. THE SERVICES AND THE WORK PRODUCT OF DESIGNER ARE SOLD "AS IS." IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF DESIGNER, ITS DIRECTORS, OFFICERS, EMPLOYEES, DESIGN AGENTS AND AFFILIATES ("DESIGNER PARTIES"), TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE NET PROFIT OF DESIGNER. IN NO EVENT SHALL DESIGNER BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MATERIALS OR THE SERVICES PROVIDED BY DESIGNER,

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EVEN IF DESIGNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

TERM AND TERMINATION

Term: This agreement shall begin when both parties sign and shall continue until all Services are complete and delivered, or until the Agreement is Terminated.

Termination for Cause: Either party may terminate this agreement at any time, on 30 days prior written notice if the other party breaches any of its material responsibilities or obligations under this Agreement and fails to cure that breach during that 30 day period.

Termination for Insolvency: Either party may terminate this agreement at any time, on written notice to the other party, if the other party ceases to conduct business in its normal course; makes an assignment for the benefit of creditors; is liquidated or otherwise dissolved; becomes insolvent; files a petition in bankruptcy; or a receiver, trustee, or custodian is appointed for it.

Termination by Mutual Agreement: This agreement may be terminated by the mutual agreement of the parties.

Termination for Convenience: Either party may terminate this agreement at any time and for any reason on 30 days prior written notice to the other party. If Client terminates the Agreement under this section, Designer shall, at Clients reasonable discretion, complete any work assigned or scheduled during the notice period in accordance with the terms and conditions of this Agreement.

Termination Fees: In the event of termination, Client shall pay Designer for the Services performed through the date of termination in the amount of a prorated portion of the fees due. Client shall pay all Expenses, Fees, and Additional Costs incurred through the date of termination.

Intellectual Property: If Client terminates and on full payment of compensation, Designer grants Client right and title as provided by this Agreement with respect to those Deliverables provided and accepted by Client as of the date of termination.

Confidential Information: On expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) all rights and obligations regarding Confidential Information shall survive.

RIGHTS TO FINAL ART

License: Designer grants to Client a non-exclusive, perpetual and worldwide license to use and display the Final Deliverables in accordance with this Agreement. The rights granted to Client are for use of the Final Deliverables in its original form only. Client may not change, create derivative works or extract portions of the Final Deliverables.

Liquidation for unlicensed use: Additional use of any Deliverables by Client outside the scope of the license granted above requires additional fees. Designer shall be entitled to further compensation equal to 50 percent of the total original Project fee unless otherwise agreed in writing by both parties. In the event of non-payment, Designer shall be entitled to pursue all remedies under law and equity.

RIGHTS TO DELIVERABLES OTHER THAN FINAL ART

Client Content: Client Content is the exclusive property of the Client. Client grants Designer a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the Client Content solely in connection with Designer's performance of the Services and limited promotional uses of the Deliverables as authorized in this Agreement.

Preliminary Works. Designer retains all rights in and to all Preliminary Works. Client shall return all Preliminary Works to Designer within thirty (30) days of completion of the Services.

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Designer Tools. All Designer Tools are and shall remain the exclusive property of Designer. Designer grants Client a nonexclusive, nontransferable, perpetual, worldwide license to use the Designer Tools solely to the extent necessary with the Final Deliverables for the Project.

SUPPORT SERVICES

Warranty Period. During the first 3 months following expiration of this Agreement, Designer shall provide up to 2 hours of Support Services at no additional cost to Client. Support Services means commercially reasonable technical support and assistance to maintain and update the Deliverables, including correcting any errors or Deficiencies. Requests for additional support will be billed on a time and materials basis at Designers standard rate.

Maintenance Period. After the Warranty Period expires and at Client's option, Designer will provide Support Services for the following 3 months for Designer's hourly fees of R400 per hour.

No Enhancements: The services in the Warranty Period and the Maintenance Period do not include enhancements to the Project or other services outside the scope of the Proposal.

ENHANCEMENTS

During the Maintenance Period, Client may request that Designer develop enhancements to the Deliverables. Designer shall exercise commercially reasonable efforts to prioritize Designer's resources to create such enhancements. Client understands Designer may have preexisting obligations that may delay requested enhancements. Designer shall provide any enhancements shall be provided on a time and materials basis at Designers standard rate.

Alterations. Alteration of any Deliverable is prohibited without the express permission of Designer. Designer will be given the first opportunity to make the required alterations. Unauthorized alterations shall constitute additional use and will be billed accordingly.

DISPUTE RESOLUTION

Negotiation: Parties agree to attempt to resolve any dispute by negotiation between the parties.

Arbitration/Mediation: If parties are unable to resolve the dispute by negotiation, either party may start mediation and/or binding arbitration in a forum mutually agreed to by the parties.

Litigation: In all other circumstances, the parties specifically consent to the local, state and federal courts located in the state of South Africa. The parties waive any jurisdictional or venue defenses available to them and further consent to service of process by mail.

Attorney Fees: The prevailing party shall be entitled to recover its attorneys' fees and costs in any dispute resolved by binding arbitration or litigation.

GENERAL

Modification/Waiver. Modifications to this Agreement must be in writing and signed by both parties. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

Notices. All notices under this Agreement shall be given in writing either by: (a) Fax or Email, with return confirmation of receipt; (b) Certified or Registered mail, with return receipt requested. Notice will be effective when received, or in the case of email or fax, on confirmation of receipt.

No Assignment. Rights or obligations under this Agreement shall not be transferred, assigned or encumbered without the prior written consent of the other party.

Governing Law. This Agreement shall be governed by the law of South Africa.

Severability: If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Where possible the invalid or unenforceable provision shall be interpreted in such manner as to be effective and valid under applicable law.

Headings: Headings and numbering used in this Agreement are for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of this Agreement, and shall not have any legal effect.

Complete Agreement: This Agreement is the entire understanding of the parties and supersedes all prior understandings and documents relating to the subject matter of this Agreement.

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