**Service Level Agreement**

**ENGAGEMENT LETTER**

These terms and conditions of engagement are entered into by and between

30Works (Pty) Ltd t/a Goodbye Boring Advertising (GBA) hereinafter referred to as “Consultant”

and

hereinafter referred to as the “Client” with the following details

Address:

VAT Reg Number:

Company Reg Number:

**Terms and conditions**

**1. Engagement and scope of services**This letter commences the engagement of 30works (pty) Ltd t/a Goodbye Boring Advertising’s (GBA’s) services to the Client and sets out the terms and conditions under which these services will be provided;The engagement will commence on

 and will continue until

thereafter indefinitely until 3 months written notice is given by either party;

**Consultant provides the following services:**

*\*As per signed quote used as an addendum to this SLA*

**2. Payment**

*\*As per signed quote used as an addendum to this SLA*

\*The once of costs will be charged 50% upfront and then 50% on completion and sign-off of campaign.

\*Additional hours of services will be billed at R550 an hour. Any additional hours and work will be agreed upon in writing before the work has started. \*At the beginning of each financial year the hourly rate will increase by a percentage agreed upon between both parties.

**3. Reverts Policy**

Each agreed to portion of work has 3 rounds of reverts attached to it. Once these 3 rounds of reverts have been completed along with the allocated hours the consultant will inform the client. Then an agreed amount of hours will be added to complete the job or the job will be agreed to be deemed complete. Extra hours are charged at the consultant’s normal rate of R550 an hour.

**4. Confidentiality**

The Client recognizes that the Consultant has and will have the following (but not limited to) confidential information of the client:

- business affairs; financial information; personal information; future plans; and other proprietary information (collectively, "Information") which are valuable, special, confidential and unique assets of the Client.The consultant therefor undertakes for and on behalf of itself, its holding subsidiary or associated companies, its directors, members, partners or employees, its agents, advisors, associates, and successors in title:

4.1 to keep secret and confidential all confidential information which it acquired relating to the client;

4.2 not to disclose any confidential information to any third party unless obliged to do so in terms of a court order or if the customer specifically in writing gave permission to the consultant to do so;

4.3 not to make or allow to be made, any copies of documents containing confidential information unless required to do so for the purposes of the consultant’s business dealings with the customer as agreed upon in this agreement;

4.4 not to use any confidential information for any purpose which falls outside the scope of this SLA;.

4.5 Upon termination of this agreement, if requested in writing by or on behalf of the customer to do so, return all confidential information to the customer and to destroy all copies thereof and analysis or other document or computer programs using data there from, and to confirm to the customer in writing, within 7 days from receipt of such request that these obligation have been fully complied with;

4.6 to ensure that any person employed by or associated in any way with the consultant and to whom confidential information has been or is to be given, is made aware of the terms and conditions of this agreement and that such person undertakes not to breach any of the terms of this agreement;

4.7 to take sufficient and adequate steps to ensure that there is no unauthorised access to the confidential information in its possession;

4.8 that no commercial use will be made of or any commercial benefit derived from the confidential information, either directly or indirectly, by or through the consultant otherwise that in accordance with this agreement.

**5. Return of records**
Upon termination of this Agreement, Consultant shall deliver all records, notes, and data of any nature that are in Consultant's possession or under Consultant's control and that are Client's property or relate to Client's business within 7 days after termination.

**6. Notices**
All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the South Africa mail, postage prepaid, addressed as follows:

IF for Consultant: Goodbye Boring Advertising
180 Main road
Walmer
Port Elizabeth
6050

If for Client:

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**7. Entire agreement**

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**8. Amendment**This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**9. Applicable law**

This Agreement shall be governed by the laws of South Africa.

**10. Signing section**

Date:

Party receiving services:

Name:

Position:

At:

Party providing services:

Name:

Position:

At: