SERVICE LEVEL AGREEMENT

ENTERED INTO BETWEEN

**COMPANY**

(Registration Number \_\_\_\_\_/\_\_\_\_\_/\_\_)

 (hereinafter referred to as “\_\_\_\_\_\_\_”)

AND

**SERVICE PROVIDER**

(Registration Number \_\_\_\_\_/\_\_\_\_\_/\_\_)

 (hereinafter referred to as “**the Service Provider**”)

(Both hereafter collectively referred to as “**the Parties**”)

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1. **DEFINITIONS**
	1. In this Agreement, clause headings and sub-headings are for convenience and shall not be used to interpret such Agreement, unless the context clearly indicates a contrary intention.
	2. Any expression which denotes any gender includes the other gender.
	3. The following expressions shall bear the meanings assigned to them below:
		1. **“Agreement”** means this agreement together with all annexes as may be amended from time to time;
		2. **“Annexure”** means any one or all of the annexes marked A and/or B, as the case may be;
		3. **“Business Day”** means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
		4. **“Effective Date”** means \_\_\_\_\_\_\_ 20\_\_;
		5. **“Entity”** includes any association, business, close corporation, sole propriety, company, concern, enterprise, firm, partnership, joint venture, person, trust, undertaking, voluntary association and any other similar entity;
		6. **“Equipment”** means any computer equipment, training equipment and/or any equipment utilized by Service Provider in the delivery of the Services;
		7. **“COMPANY”** means \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a private company with limited liability incorporated and registered under the laws of the Republic of South Africa under registration number \_\_\_\_/\_\_\_\_/\_\_;
		8. **“COMPANY Representative”** means the person appointed by COMPANY to liaise with the Service Provider on a day to day basis in respect of services provided by COMPANY to the Service Provider in terms of this Agreement;
		9. **“Industrial Action”** means any labour protest action; strike; lock-out; and any general retardation of work, whether unprotected or protected by legislation and as further comprehensively defined by the South African Labour Relations Act, 66 of 1995 and other relevant regulatory legislation;
		10. **"Intellectual Property"** means any computer software, material, name, concept, training material, training instruments, copyright in documents, patentable or non-patentable inventions, discoveries and improvements, patent, trade mark, trade name, drawings, designs, operational analysis, technology and know-how or other intellectual property;
		11. **“Month”** means a calendar month, being one of the 12 (twelve) periods into which a year is divided;
		12. **“Parties”** means COMPANY and the Service Provider and “Party” means either COMPANY or the Service Provider as the case may be;
		13. **“Service Provider”** means \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a CC/private company registered under the laws of the Republic of South Africa under number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
		14. **“Service Provider Representative”** means the person appointed by the Service Provider to liaise with COMPANY on a day to day basis in respect of services provided by the Service Provider to COMPANY in terms of this Agreement;
		15. **“Services”** mean the services provided by the Service Provider to COMPANY and as described in this Agreement and in the annexes hereto;
		16. **“Tax Invoice”** means an invoice as defined in the Value Added Tax Act, No. 89 of 1991, as amended;
	4. Unless the context clearly requires a different interpretation, any reference to:
		1. the singular includes the plural and vice versa; and
		2. natural persons includes juristic persons and vice versa.
	5. Where appropriate, meanings ascribed to defined words and expressions in clause 1.3 of this Agreement shall impose substantive obligations on the Parties.
	6. Words and phrases defined in the main body of this Agreement shall bear the same meanings in the annexes to this Agreement where such words or phrases are not specifically defined.
	7. Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
	8. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.
	9. When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
	10. The use of the word “including” followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule (i.e. the rule that a general word or clause is restricted in meaning to the same class as the specific words which precede it) shall not be applied in the interpretation of such general wording or such specific example/s.
	11. The terms of this Agreement having been negotiated, the contra proferentem rule (i.e. that words should be interpreted against the stipulator) shall not be applied in the interpretation of this Agreement.
	12. Any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the Effective Date, and as amended or substituted from time to time.
2. **INTRODUCTION**
	1. The Service Provider delivers \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
	2. The Service Provider wishes to provide to COMPANY the Services as more fully set out in this Agreement and to formalise its business relationship by concluding a service contract with COMPANY that regulates all aspects of their business- and working relationship.
3. **APPOINTMENT**
	1. COMPANY hereby appoints the Service Provider who accepts such appointment to provide the Services, subject to the terms and conditions set out in this Agreement.
	2. The Service Provider warrants that it has sufficient knowledge and expertise in all aspects of the Services and has the level of skill and experience to perform the Services. The Service Provider shall use its best endeavours, care and skill in performing all its obligations in terms of this Agreement.
4. **DURATION**
	1. Notwithstanding the date of signature by all Parties, this Agreement shall commence on the Effective Date, and shall continue until final delivery of the Services as per this Agreement.
	2. Notwithstanding the provisions of clauses 4.1 and 11, COMPANY may cancel this Agreement prior to termination date in its sole discretion and for any reason whatsoever, by giving the other Party thirty (30) days written notice.
	3. Any work already performed by the Service Provider in terms of this Agreement shall be paid for by COMPANY up until the point of cancellation.
5. **REVIEW**
	1. The terms of this Agreement and the performance of the Service Provider in terms of this Agreement shall be dealt with by COMPANY as set out in this Agreement.
6. **SERVICES PROVISION STANDARDS**
	1. The Service Provider shall provide the Services as set out in this Agreement at the standards expected of a diligent and expert service provider.
	2. The provision of the Services shall be carried out at premises designated by COMPANY and the Service Provider shall respect the laws and customs of the countries and provinces in which Services are conducted.
	3. The Service Provider shall in all professional matters act as a faithful advisor to COMPANY and, in so far as any of its duties are discretionary, act fairly between COMPANY and third parties.
7. **SCOPE OF SERVICE**
	1. Subject to the terms and conditions of this Agreement, the Service Provider shall provide the Services as set out in Annexure A.
	2. The Services to be delivered shall lie within the discretion of COMPANY, as required by COMPANY.
	3. The Service Provider shall at all times ensure that it has the employees required to provide the Services as set out in this Agreement.
	4. From the Effective Date, the Service Provider shall provide the COMPANY Representative with a weekly project report, which shall be provided to the COMPANY Representative at the end of week and shall include a brief activity and progress report on the Services to be provided.
8. **SERVICE PROVIDER OBLIGATIONS**
	1. **Undertakings**
		1. Without derogating from the generality of clause 8.2, the performance of the Services by the Service Provider to COMPANY shall be dependent upon the Service Provider meeting all requirements prescribed by COMPANY.
		2. In addition to the above, the performance of the Services by the Service Provider to COMPANY shall be further dependent upon, and the Service Provider agrees to abide by, the following:
			1. The Service Provider agrees and undertakes to abide by all of COMPANY’s Health and Safety rules and regulations as amended from time to time and to the extent that it is reasonably practical, the Service Provider shall comply with the provisions of the Act insofar as it is applicable. Should the Service Provider fail to comply with any of the said health and safety requirements, COMPANY shall be entitled to terminate the Services in this Agreement or postpone the Services until such time as compliance is established to the satisfaction of COMPANY.
		3. Unless otherwise agreed between the Parties, the Service Provider must, as far as reasonably practicable:
			1. Provide adequate insurance coverage, against damage and/or loss of whatsoever nature, for any and all its Equipment utilized at any COMPANY designated premises for the duration of this Agreement.
	2. **Conduct**

8.2.1 All Services to be rendered by the Service Provider to COMPANY in terms of this Agreement must comply with all the reasonable instructions by COMPANY and shall furthermore comply with all the security and other regulations and procedures as may apply.

1. **FEES AND REMUNERATION**
	1. **Payment**
		1. Any and all payments required to be made in terms of this Agreement shall be made in accordance with the rates set out below in Annexure B.
	2. **Payment Specifics**
		1. COMPANY shall pay the Service Provider the fees as set out in Annexure B for all completed deliverables as per this Agreement.
		2. A reimbursement rate of R\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_) per kilometre is applicable and payable by COMPANY to the Service Provider if travel is undertaken by the Service Provider in fulfilment of its obligations as per this Agreement. Prior to reimbursement by COMPANY for such travel, the journey must be motivated by the Service Provider and approved by the appropriate COMPANY authority.
		3. The fees include any costs, expenses and expenditure made by the Service Provider in respect of the Services and no additional moneys shall be payable to the Service Provider by COMPANY in respect of any office, telephone, fax, or any other costs, with the exception of accommodation expenses relating to a location outside Johannesburg, if especially approved beforehand by the COMPANY Representative.
		4. COMPANY is entitled to deduct or set off from any amount payable to the Service Provider, any amount due by the Service Provider to COMPANY for any reason whatsoever.
		5. Out of the remuneration provided in this clause, the Service Provider shall be responsible for its own payroll expenses such as salaries, wages, etc. The Service Provider shall, on reasonable advance notice from COMPANY, prove to the satisfaction of COMPANY that it is duly and promptly discharging all its responsibilities which rest upon it in law in respect of its employees and agents and indemnifies COMPANY against any liability which COMPANY may incur as a result of the Service Provider’s failure to discharge such responsibilities.
		6. Prior to commencing with Services to COMPANY, the Service Provider will be required to complete and submit annexes A, B, C and D to COMPANY.
	3. **Payment terms**
		1. Any amounts due by COMPANY to the Service Provider in terms of this Agreement shall be paid by COMPANY to the Service Provider within \_\_\_\_ (\_\_\_\_\_\_\_\_\_\_) days of receipt of a Tax Invoice from the Service Provider requesting such payment.
		2. Should any dispute arise relating to the amount of the charges to which the Service Provider is entitled, such dispute shall be determined in accordance with the dispute resolution clause provided for in clause 20 of this Agreement.
	4. **Cancellation, Sub-standard Services Penalties**
		1. The Service Provider undertakes to deliver the Services in accordance with professional, high quality standards. As such, it acknowledges that COMPANY have, and will incur substantial costs in the preparation of the Services. In the event that the Service Provider should determine to cancel its Services for any reason other than Force Majeure, and/or COMPANY should determine that the Services are not in accordance with the conduct and standards as agreed to with the Service Provider, the Service Provider agrees that the damages COMPANY would suffer as a result of those costs and the loss of Services and/or other ancillary revenue would be substantial. Accordingly, on such determination, COMPANY will provide a written notice of the determined Services to the Service Provider, who shall within 5 (five) Business Days, or any period as determined by COMPANY, re-provide the Services at no cost to COMPANY and to the satisfaction of COMPANY. Any re-provision of Services shall be without prejudice to COMPANY’s rights to any claim of immediate, specific performance of all of the Service Provider’s obligations as per this Agreement, to claim damages, or to terminate this Agreement.
2. **STATUS OF SERVICES**
	1. Nothing contained in this Agreement or otherwise shall authorize, empower or constitute the Service Provider as an agent of COMPANY in any manner; authorize or empower the Service Provider to assume or create an obligation or responsibility whatsoever, express or implied, on behalf of or in the name of COMPANY; or authorize or empower the Service Provider to bind COMPANY in any manner or make any representation, warranty, covenant, agreement or commitment on behalf of COMPANY.
	2. This Agreement is for the delivery of the Service Provider’s Services as specified under this Agreement and nothing in this Agreement shall be deemed or construed to create, or have been intended to create, a partnership, joint venture, employment, franchise, agency or other similar relationship between the Parties hereto. In furtherance of and without limiting the foregoing, the Service Provider shall not hold itself out to be COMPANY and the Service Provider is not and shall not hold itself out to be or be deemed to be the legal representative or agent of COMPANY, for any purpose whatsoever; and the Service Provider shall not act or bind COMPANY in any way or represent that COMPANY is in any way responsible for the Service Provider' acts or omissions.
3. **TERMINATION, CANCELLATION AND BREACH OF AGREEMENT**
	1. This Agreement will commence on the Effective Date and remain in full force and effect for the duration of the Agreement subject to COMPANY’s right of termination as provided for in clause 4 hereof and as provided in clause 11.
	2. The Service Provider may terminate this Agreement by giving 30 (thirty) calendar days’ notice to COMPANY, provided that nothing shall preclude either Party from terminating this Agreement summarily for any cause recognized in law as sufficient.
	3. COMPANY may summarily terminate this Agreement if the Service Provider is liquidated, whether provisionally or finally; has an execution levied against its assets; is investigated or found guilty by any official prosecution/investigative authority in regards to fraud or dishonesty or any criminal act and/or civil liability.
	4. COMPANY may, by 24 (twenty four) hours written notice of termination to the Service Provider, terminate this Agreement and claim damages or elect to enforce this Agreement if, in COMPANY’s sole discretion, the Service Provider:
		1. has abandoned this Agreement or breached a material term or condition of this Agreement;
		2. has breached any other term of condition of this Agreement and has failed to remedy the breach within a period of 2 (two) days after receiving written notice of the breach from COMPANY;
		3. has persistently or flagrantly neglected to carry out its obligations under this Agreement;
		4. has committed an act of gross negligence or incompetence; or
		5. has assigned this Agreement or any part thereof without the consent in writing of COMPANY.
	5. Should this Agreement be terminated by mutual agreement between COMPANY and the Service Provider, the obligations of COMPANY shall be limited to the payment of such amounts of work done by the Service Provider, and failing such agreement shall not exceed such amounts as may be due and payable for Services rendered in compliance with this Agreement, up to the date that this Agreement is terminated.
	6. COMPANY’s termination of this Agreement or any claim of immediate, specific performance of all of the Service Provider’s obligations under this Agreement shall be without prejudice to COMPANY’s right to claim damages, or cancel the Agreement.
4. **CONFIDENTIALITY**
	1. The Service Provider warrants that all information made available to it by COMPANY, including but not limited to any contracts signed, materials developed, trade secrets, financial and other details, assistance or advice given or requested, operating methods and costs, will be kept as strictly confidential and will not be divulged to any third parties without the written permission of COMPANY. The Service Provider and its employees, contractors or agents, will maintain the utmost secrecy in respect of all such information.
5. **COMPANY PROPERTY**
	1. Upon termination of this Agreement, the Service Provider shall return to COMPANY all property belonging to COMPANY, including but not limited to any books, documents, manuals, specifications and technical data.
6. **INTELLECTUAL PROPERTY**
	1. Intellectual Property rights in material developed for COMPANY in terms of the Services specified in Annexure A shall vest in COMPANY. The Parties shall ensure that no infringements of whatsoever nature are made on the Intellectual Property rights and privileges of each other as relied on in this Agreement.
7. **CONTRACT MANAGEMENT**
	1. **COMPANY**

##### COMPANY has assigned a Representative to co-ordinate and provide overall guidance in terms of strategy, policy standards and priorities as deemed appropriate for the provision of the Services by the Service Provider and as a single point of contact.

* 1. **Service Provider**

The Service Provider will appoint a representative, who from the Effective Date, shall have overall responsibility for managing and coordinating the performance of the Service Provider’s obligations under this Agreement and who will have the authority to act for and on behalf of the Service Provider in respect of all matters relating to this Agreement.

1. **REPORTING**
	1. Weekly reports will be prepared for COMPANY by the Service Provider in respect of Services undertaken by the Service Provider in terms of this agreement.
	2. Should COMPANY require additional reports from the Service Provider, such reports shall be submitted to COMPANY within a reasonable time frame of the COMPANY request.
2. **WARRANTIES, INDEMNITIES AND LIMITATION OF LIABILITY**
	1. The Service Provider shall exercise all reasonable skill, care and diligence in the execution of the Services and shall carry out all its obligations in accordance with international professional standards. The Service Provider shall in all professional matters act as a faithful advisor to COMPANY and, in so far as any of its duties are discretionary, act fairly between COMPANY and third parties.
	2. The Service Provider hereby accepts liability for and indemnifies and holds COMPANY harmless against all claims, demands, fines, penalties, actions, proceedings, judgments, damages, losses, costs, expenses, or other liabilities, caused whether negligently or otherwise, by the non-compliance of the Service Provider and/or its employees of their duties and obligations under this Agreement, in delict for breach of statutory duty or otherwise.
	3. COMPANY shall not be liable for any losses, damages, costs, claims and demands which the Service Provider may incur or sustain whilst carrying out or providing the tasks contemplated in this Agreement.
3. **TAXATION INDEMNITY**
4. **FORCE MAJEURE**
	1. If any Party is prevented or delayed in performing any obligation under this Agreement for any reason beyond the reasonable control of that Party, then that Party shall be excused from performing or timeously performing that particular obligation for the duration of that prevention or delay.
	2. Any Party so prevented or delayed shall inform the other in writing of that prevention or delay as soon as reasonably possible after the circumstances causing such prevention or delay has arisen.
	3. The Parties shall do everything reasonably possible to prevent, avoid or limit the duration or effects of any such prevention or delay. Upon termination of the circumstances giving rise to any such prevention or delay, the Party so prevented or delayed shall forthwith give written notice to the other Party.
	4. While any such prevention or delay continues, the Parties shall continue to comply with their obligations under this Agreement which are not affected by it, to the extent that they are able lawfully to do so, subject to the right of the other Party not prevented from continuing with all its obligations under this Agreement to cancel this Agreement by giving written notice of such termination to the other Party.
	5. For the purpose of this Agreement “Force Majeure” shall mean any circumstances beyond the reasonable control of the Party concerned and shall include but not be limited to:
		1. the inconsistent and/or inadequate supply of electricity by the official South African energy supplying body;
		2. war, revolution, riots, mob violence, sabotage, epidemics, accidents, breakdown of machinery or facilities where such are not part of a Party’s equipment or under a Party’s control;
		3. Industrial Action by workers, agents or employees;
		4. earthquakes, floods, fires or other natural physical disasters.
	6. The mere shortage of labour, materials or utilities shall not constitute Force Majeure unless caused by circumstances, which are themselves, Force Majeure.
5. **ARBITRATION**
	1. In the event of any dispute or difference arising between the Parties out of, or in relation to, or in connection with this Agreement, or the interpretation thereof, or its termination, both while in force and after its termination, the Party claiming such dispute or difference shall, subject to any of its rights as per clause 13, forthwith advise the other in writing thereof. The dispute shall be referred to the applicable authorities of the Service Provider and COMPANY who shall within 14 (fourteen) days of receipt of such notice, meet and negotiate in good faith in order to resolve such dispute or difference. Should the Parties fail to resolve such dispute or difference within 14 (fourteen) days of their first meeting or such longer period as the Parties may agree, any Party may refer such dispute or difference to arbitration in accordance with the provisions of the Arbitration Act, Act No 42 of 1965, as amended and as amplified or limited by this clause.
	2. Any Party may demand that a dispute be referred to arbitration by giving written notice to that effect to the other Party.
	3. This clause shall not preclude any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
	4. The arbitration shall be held:
		1. In Johannesburg in the English language;
		2. Immediately in an informal manner on such basis as the arbitrator may determine with a view to it being completed within 90 (ninety) days after it is demanded.
		3. The Parties irrevocably agree that the decision in arbitration proceedings:
			1. shall be final and binding upon the Parties;
			2. shall be carried into effect; and
			3. may be made an order of any court of competent jurisdiction.
	5. This clause is severable from the rest of this Agreement and will remain valid and binding on the Parties notwithstanding any termination of this Agreement.
6. **DOMICILIA CITANDI ET EXECUTANDI**
	1. The Parties choose as their domicilium citandi et executandi for all purposes under this Agreement, whether in respect of court processes, notices or other documents or communication of whatsoever nature (including the exercise of any option) the following addresses:

**COMPANY**

Physical address:

Postal address:

Telephone:

Reference:

Email:

**SERVICE PROVIDER**

Physical address:

Postal address:

Telephone:

Reference:

Email:

* 1. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing. It shall be competent to give such notice by facsimile, if applicable.
	2. Either Party may give notice to the other Party to change the physical address chosen as its domicilium citandi et executandi to another physical address in South Africa, provided that such change shall become effective on the 7th (seventh) day from the deemed receipt of the notice by the other Party.
	3. Any notice sent by facsimile to the facsimile number stipulated in the domicilium citandi et executandi, shall be deemed to have been received on the date of dispatch (unless the contrary is proved). Any notice sent by prepaid registered post in a correctly addressed envelope sent to the address stipulated in the domicilium citandi et executandi, shall be deemed to have been received on the 7th (seventh) Business Day after posting, unless the contrary is proved.
	4. 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 to the address chosen as the domicilium citandi et executandi.
1. **SEVERABILITY**
	1. Each of the provisions of this Agreement shall be considered as separate terms and conditions and in the event that, this Agreement is affected by legislation or any amendment thereto, or if the provision herein contained are by virtue of that legislation or otherwise, held to be illegal, invalid, prohibited or unenforceable, than any such provisions shall be ineffective only to the extent of the illegality, prohibition or unenforceability and each of the remaining provisions thereof shall remain in full force and effect as if the illegal, invalid, prohibited or unenforceable provision was not a part thereof.
2. **COSTS**
	1. Each Party to this Agreement shall be liable for its own costs in respect of, and incidental to, the negotiation and execution of this Agreement.
3. **ENTIRE AGREEMENT**
	1. This Agreement constitutes the entire contract between the Parties with regard to the matters dealt with in this Agreement and no representations, terms, conditions or warranties not contained in this Agreement will be binding on the Parties.
4. **VARIATION AND CANCELLATION**
	1. No agreement varying, adding to, or deleting from or cancelling this Agreement will be effective unless reduced to writing and signed by or on behalf of the Parties.
5. **INDULGENCES**
	1. No indulgences granted by COMPANY shall constitute a waiver of any of its rights under this Agreement. Accordingly COMPANY will not be precluded as a consequence of having granted such indulgence, from exercising any rights against the Service Provider which may have arisen in the past or which may arise in the future.
6. **GOVERNING LAW**
	1. Notwithstanding the place of signature, this Agreement will be construed, executed and delivered in accordance with the laws prevailing in the Republic of South Africa.
7. **CESSION AND ASSIGNMENT**
	1. The Service Provider shall not be entitled to cede and assign its rights and obligations in terms of this Agreement without the written consent of COMPANY.
8. **CURRENCY**
	1. All prices and other currency amounts used in this Agreement are in South African Rand (“**ZAR**”) unless expressly stated to the contrary.
9. **CONTROLLING LANGUAGE**
	1. The original of this Agreement has been drafted and executed in the English language. This Agreement may be translated into any other language, but only this Agreement in the English language version shall be deemed the original document. If any conflict arises between the English version and any version in any other language into which this Agreement has been translated, the English language version shall have the controlling authority.

**THUS DONE AND ENTERED INTO AT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ON THIS**

**THE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FOR COMPANY NAME**

Who warrants that he/she is duly authorized hereto

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

1. 2.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# WITNESS WITNESS

**THUS DONE AND ENTERED INTO AT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ON THIS**

**THE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SERVICE PROVIDER NAME**

who warrants that he/she is duly authorised hereto

**IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:**

1. 2.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# WITNESS WITNESS

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| --- |
| **Annexure A: Services Scope, Deliverables, Costing** |

**Service Provider Deliverables:**

All Service Provider Services shall be delivered if and when required by COMPANY. COMPANY shall view each deliverable (as set out in Annexure B) as a separate deliverable and not as a consecutive or connected deliverable to the rest of the proposed deliverables. As such, COMPANY may combine deliverables in any sequence it deems fit and shall not be obliged to require all of the proposed deliverables from the Service Provider.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_etc.**

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| --- |
| **Annexure B: Services Fees** |

The Service Provider shall be paid R\_\_\_\_.00 per day/ per month/ per deliverable for the duration of the Agreement.

TOTAL = R