



INDEPENDENT AGENT / SUB-DISTRIBUTION AGREEMENT ("ANNEXURE A")

Entered into by and between

Ontrack Mobile (Pty) Ltd, Registration number: 2016/093572/07

(Who shall be referred to hereafter as the "Distributor")

AND

Full Name(s): _____ (Individual)

Surname: _____ (Individual); OR

Registered Entity Name (Business): _____

Physical Address (Residential if Individual or Registered Business Address for a Business):

Street No. _____ Street Address: _____

City/Town: _____ Province: _____ Postal code: _____

ID /Passport Number/Business Registration Number: _____

Contact Numbers (Mobile): _____ (Alt): _____

(Who shall be referred to hereafter as the "Independent Agent")

Please provide a copy of your ID & Proof of Address with this agreement for RICA & FICA purposes, without these documents we are unable to process your application or pay commissions due to you via a prepaid debit card

1. Activation commission in the form of a once-off Connection Incentive Bonus (CIB) will be paid to the Independent Agent as per the table 1 in clause 2 below.
2. An activation is verified by the network operator once the threshold spend is reached on a connected sim card. The CIB and Ongoing Revenue (OGR), per network, is as follows (Table 1):

Table 1

Network	CIB (once-off, Ex VAT)	OGR %	Cost per Sim (Incl VAT)	Quantity of Sims requested per month
Vodacom	R____,00	0%	R____,00	
Telkom	R____,00	0%	R____,00	
MTN	R____,00	0%	R____,00	
Cell C	R____,00	0%	R____,00	

3. Activation reports are received by the distributor 30 days after the trading month.
4. Activation commission may only be verified, calculated and paid after the activation report is received from the network operator.
5. The activation report is the only report that activation commission will be based on.
6. Should there be a discrepancy between the activation report and a claim made by the Independent Agent, the activation report shall always prevail, and this is agreed and accepted between the distributor and Independent Agent.
7. Activation commission will be paid to the Independent Agent by the distributor, no later than 45 days after the trading month. All commissions due to the Independent Agent, less cost of stock, will be paid to the Independent Agent via a prepaid debit card, issued by the Distributor. Service fees and transaction fees apply on the prepaid debit card.
8. This deal letter is based on sim card stock quantities, as agreed upon between the distributor and Independent Agent from time to time and is supplied to the Independent Agent at a cost as indicated in the table in clause 2 above.
9. The distributor reserves its rights to vary the sim card stock quantities or discontinue supply to the Independent Agent based on activation ratios achieved by the Independent Agent. The Independent Agent is expected to maintain a minimum activation ratio of 20% of the stock purchased per month.
10. The following terms and conditions apply to the purchase of sim cards from the Distributor:
 - 10.1 The Independent Agent shall cease with immediate effect to receive any payments, Commissions, Activation Bonuses, discounts, and/or incentives as set out in this Agreement upon the termination, expiry or cancellation, for any reason whatsoever, of this Agreement.
 - 10.2 All amounts include VAT and are subject to any targets imposed by the Distributor. The amounts payable to the Independent Agent are currently recorded in Table 1, hereto, but may be amended from time to time by the Distributor.
 - 10.3 Upon delivery of the sim cards the Independent Agent shall receive the stock in the Distributor's system, evidencing the quantum of the sim cards delivered. This shall constitute irrefutable evidence of the quantum type and cost of the sim cards received by the Independent Agent and confirmation by the Independent Agent that the sim cards were delivered in accordance with the terms of the Independent Agent's order request.

10.4 Should the Independent Agent be found to be committing any illegal or fraudulent activities the Distributor shall be entitled to claw back all credits passed to the Independent Agent's account and the account may be closed after an internal investigation into the illegal or fraudulent activities.

10.5 The Distributor undertakes to provide the Independent Agent with systems which will allow the Independent Agent to track Connection Incentive Bonuses and Rica registrations from stock supplied by the Company. This shall be the only system to be used and the Independent Agent is required to update stock movements in the system.

RICA AGREEMENT

Dear Rica Agent

This is an undertaking to comply with the RICA Act according to South African Bylaws. This letter serves to confirm that Ontrack Mobile is obligated to comply with all the relevant legislations. In terms of the Ontrack Mobile Pre-paid Agreement with the various networks and suppliers, compliance with all applicable law is required and thus non-compliance constitutes a breach which will result in termination of all agreements with the undersigned.

RICA Introduction: RICA means the Regulation of Interception of Communication and Provision of Communication – Related Information Act of 2002, as amended from time to time, the applicable provision of which the Parties are obligated to comply with.

This serves to confirm that as an Ontrack Mobile Rica Agent, you are obligated to comply with the RICA Act according to the Bylaws of South Africa. All Ontrack Mobile Supervisors shall at their own cost, observe all relevant legislation, including but not limited to RICA and shall be compliant at all times.

The Rica Agent acknowledges that he/she is performing the relevant RICA function and obligations of Ontrack Mobile and/or the Operators by carrying out the actions necessary to comply with the RICA Act of South Africa and therefore, the Rica Agent indemnifies and holds Ontrack Mobile harmless against and loss and/or damage they may suffer as a result of not properly conducting such duties as are required to perform the said RICA functions and obligations.

We would like to inform you that non-compliance will consequence immediate termination of all agreements with the undersigned.

We thank you for your co-operation in this regard.

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20____.

As Witnesses:

1. _____

For and on behalf of the Distributor

Full Name: _____

2. _____

Capacity: _____

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20____.

As Witnesses:

X

1. _____

For and on behalf of the Independent
Agent/Sub-distributor

Rica Agent

Full Name: _____

2. _____

Capacity: _____