

Pricing Agreement

This Pricing Agreement (the "Agreement") is made and entered into as of [Insert Date], by and between:

Telecom Player: ABC

Address: 244, Melbourne Road

Contact: 8145637834

("Telecom Player")

AND

Distributor: Victoria Standard

Address: 456, Dyne Street

Contact: 7834567454

("Distributor")

WHEREAS, Telecom Player manufactures and supplies SIM cards for telecommunications services; and

WHEREAS, Distributor purchases SIM cards from Telecom Player for resale or distribution to end customers;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the parties agree as follows:

1. Pricing Terms

a. SIM Card Pricing:

- **SIM cards not activated within 90 days from the date of receipt** by the Distributor will be invoiced at the rate of **\$3** per SIM.
- **SIM cards activated within 90 days from the date of receipt** by the Distributor will be invoiced at the rate of **\$5** per SIM.

b. **Activation Defined:** A SIM card is considered activated when it is successfully registered on the Telecom Player's network, with a valid and verified user account, as determined by the Telecom Player's system.

2. Activation Timeframe

- The 90-day activation period begins on the date the SIM cards are delivered to the Distributor or such other date mutually agreed by the parties.
- The Distributor agrees to inform Telecom Player of any SIM cards that remain unactivated after 60 days and 80 days to ensure a smooth process and minimize the possibility of non-activated SIMs.

3. Billing and Payment

- Telecom Player will invoice Distributor for the SIM cards on a monthly basis, detailing the number of activated and non-activated SIM cards.

- Invoices will be issued within 15 days of the end of each calendar month, and payments are due within 30 days from the date of the invoice.
- Late payments will be subject to a late fee of [insert percentage]% per month, or the maximum rate allowed by law, whichever is lower.

4. Delivery and Risk of Loss

- The Distributor is responsible for taking delivery of SIM cards at the agreed location. All risks related to the SIM cards, including but not limited to loss, theft, or damage, pass to the Distributor upon delivery.
- Telecom Player will provide the Distributor with shipping and tracking details to confirm the delivery.

5. Audit and Verification

- Telecom Player reserves the right to audit the Distributor's activation records to ensure compliance with the terms of this Agreement.
- Distributor agrees to provide Telecom Player with access to relevant records upon request and cooperate fully in any such audit.

6. Duration of Agreement

- This Agreement shall commence on the date first above written and shall continue in effect for [insert duration] unless terminated earlier in accordance with the provisions herein.

7. Termination

- Either party may terminate this Agreement with 30 days' prior written notice to the other party, provided there are no outstanding payments due.
- In the event of a material breach by either party, the non-breaching party may terminate this Agreement immediately with written notice, subject to any applicable cure period.

8. Confidentiality

- Both parties agree to maintain the confidentiality of this Agreement and any sensitive information disclosed during the term of this Agreement, including pricing, customer data, and network details.

9. Force Majeure

- Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure is due to any cause beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, labor strikes, or other force majeure events.

10. Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of [Insert Jurisdiction].

11. Dispute Resolution

- Any dispute arising under or in connection with this Agreement shall be resolved through [insert dispute resolution method, e.g., arbitration or mediation] in [Insert Location].

12. Miscellaneous

- This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral.
- Any amendments to this Agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Pricing Agreement as of the date first above written.

Telecom Player:

Signature: _____

Name: Matt Smith

Title: Director

Date: 17 Apr 2022

Distributor:

Signature: _____

Name: Laura Ben

Title: CEO

Date: 17 Apr 2022