



Hexabyte (PTY) Ltd
Registration Nr: 2015/141440/07
Vat Nr: 4940275664

0440110900
info@hexabyte.co.za
89 Stander str, Loerie Park,
George
6530

Agency Agreement:

This agreement is an Agency agreement concluded between:

Registered Company Name:	Hexabyte (Pty) Ltd
Trading Name:	Hexabyte (Pty) Ltd
Company Registration Number:	2015/141440/07
VAT Number:	4940275664
Physical Address:	89 Stander str, Loerie Park, George, 6530
Postal Address:	89 Stander str, Loerie Park, George, 6530
Main Phone Number:	044-011 0900
E-mail:	info@hexabyte.co.za

And

Registered Company Name:	
Trading Name:	
Company Registration Number:	
VAT Number:	
Physical Address:	
Postal Address:	
Main Phone Number:	
E-mail:	

1. INTERPRETATION

The headings of the clauses in this agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this agreement nor any clause hereof. In this agreement, unless a contrary intention clearly appears –

1.1. words importing –

- 1.1.1. any one gender includes the other two genders;
- 1.1.2. the singular includes the plural and *vice versa*; and
- 1.1.3. natural persons include created entities (corporate or unincorporated) and the state and *vice versa*;

1.2. the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely –

- 1.2.1. **“agreement”** means this agreement, the Annexures hereto and the business rules;
- 1.2.2. **“bad debt”** means any amount owing to Hexabyte (Pty) Ltd by a customer of Hexabyte (Pty) Ltd in respect of the products and services sold to such customer pursuant to this agreement and which has not been paid to Hexabyte (Pty) Ltd within a period of 7 (seven) days after the date upon which the amount has become due and payable by such customer to Hexabyte (Pty) Ltd;
- 1.2.3. **“Business rules”** means the business rules and policies and procedures determined by Hexabyte (Pty) Ltd to be applicable to the agent’s appointment in terms of this agreement from time to time as notified by Hexabyte (Pty) Ltd to the agent from time to time;

- 1.2.4. "**Commencement date**" means the date of signature of this agreement by the last party signing hereto;
 - 1.2.5. "**customer**" means any third party in the territory to whom one or more products or services are sold as contemplated in this agreement through the instrumentality of the agent;
 - 1.2.6. "**network operator**" means any authorised supplier of telecommunication facilities and/or networks;
 - 1.2.7. "**products**" means the telecommunications products and services sold by Hexabyte (Pty) as reflected by the products and packages, together with any other products which may from time to time be agreed between the parties to fall within the ambit of this agreement.
 - 1.2.8. "**Subscription agreements**" means the agreements entered into between Hexabyte (Pty) Ltd. and the Reseller for the sale of the products that are either in the Initial Term as defined in the relevant subscriber agreement or has been renewed in writing, in both instances only as a result of the performance of the Agent;
 - 1.2.9. "**Territory**" means Eden District, South Africa;
- 1.3 Any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;
 - 1.3.1 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;
 - 1.4 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;
 - 1.5 Expressions defined in this agreement shall bear the same meanings in schedules or Annexures to this agreement which do not themselves contain their own conflicting definitions;
 - 1.6 Reference to day/s, month/s or year/s shall be construed as Gregorian calendar day/s, month/s or year/s;
 - 1.7 Where any term is defined within the context of any particular clause in this agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this agreement, notwithstanding that that term has not been defined in this interpretation clause;
 - 1.8 The expiration or termination of this agreement shall not affect such of the provisions of this agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;
 - 1.9 The rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply;
 - 2.0 Any reference in this agreement to a party shall, if such party is liquidated or sequestrated, be applicable also to and binding upon that party's liquidator or trustee, as the case may be.

2. APPOINTMENT OF AGENT

- 2.1. Hexabyte (Pty) Ltd appoints the agent as a non-exclusive agent in the territory to sell the services and the agent accepts such appointment on the terms and conditions set out hereunder.
- 2.2. As from the Commencement Date, this agreement shall supersede any existing agency agreement.

3. DURATION

The appointment of the agent shall commence on the commencement date and shall continue indefinitely unless it is terminated:

- 3.1. In terms of clause 7, clause 8 and clause 10; or
- 3.2. By either party without cause by giving the other 30 (thirty) days written notice to that effect.

4. THE AGENT'S DUTIES AND OBLIGATIONS

The agent shall:

4.1. Solicitation of Orders for the Services

- 4.1.1. Actively solicit potential purchasers for the Services of Hexabyte (Pty) Ltd. in the territory;
- 4.1.2. Provide information relating to the products and services to potential customers in the territory;
- 4.1.3. Deal with all enquiries from potential customers promptly;
- 4.1.4. Ensure that when approaching potential customers, such customers are not already customers of Hexabyte (Pty) Ltd. as, unless otherwise agreed in writing by Hexabyte (Pty) Ltd., no discounted rates shall be payable to the agent in respect of sales concluded by the agent pursuant to this agreement in respect of such customers;
- 4.1.5. Obtain, during the course of discussions with the potential customer, such customer's relevant billing information, the format of which is as defined by Hexabyte (Pty) Ltd. from time to time, and identify potential savings which may be achieved by Hexabyte (Pty) Ltd. for such customers;
- 4.1.6. Complete together with the potential customer, proposal documentation to forward to Hexabyte (Pty) Ltd. together with the potential customer's relevant billing, telecommunications infrastructure information, scoping documents and other relevant information;
- 4.1.7. Perform, on behalf of Hexabyte (Pty) Ltd., all obligations in relation to such potential customers as may be required of Hexabyte (Pty) Ltd. pursuant to the Regulation of Interception of Communications and Provision of Communication Related Information Act, 2002;
- 4.1.8. Submit all proposals generated by Hexabyte (Pty) Ltd. to potential customers and actively negotiate with potential customers with a view to concluding subscription agreements;
- 4.1.9. Submit to prospective customers only such contractual documentation as supplied to it by Hexabyte (Pty) Ltd.;
- 4.1.10. Upon signature by a potential customer of contractual documentation, submit all such signed contractual documentation in accordance with the service level obligations and directives imposed upon it as set out in the business rules ("service level directives"), including the subscriber agreement and variations or derivatives thereof, completed scoping documents, or any other relevant document that is required as part of the contractual paperwork, to Hexabyte (Pty) Ltd for approval, processing and implementation;
- 4.1.11. Upon approval by Hexabyte (Pty) Ltd. of a customer and signature by Hexabyte (Pty) Ltd. of the relevant contractual documentation, notify the customer of such approval and liaise between Hexabyte (Pty) Ltd. and the customer so as to ensure that the customer is kept fully apprised of the status of the installations in respect of the products;
- 4.1.11. Ensure that in relation to the solicitation of orders for the products and services and the implementation of the sales in respect of the products and services, it shall act in accordance with all or any conditions which may be stipulated by any competent authority and in accordance with all laws, statutes, regulations and other legal enactments applicable to such sales from time to time;

4.2. Continuing Obligations in Respect of Customers

- 4.2.1. Impart all such information to the customer regarding Hexabyte (Pty) Ltd.'s products and services as is necessary and relevant to the customer's needs;
- 4.2.2. Liaise on a regular basis with customers so as ensure that they are provided with necessary after sales service and support as prescribed by Hexabyte (Pty) Ltd. from time to time;
- 4.2.3. promptly respond to customer queries and pass queries on to Hexabyte (Pty) Ltd. in circumstances where the agent cannot deal with such queries on its own;
- 4.2.4. Arrange to supervise and carry out in its own name and at its cost and expense as agent for and on behalf of Hexabyte (Pty) Ltd., the furnishing of all documentation, delivery and/or any other step or transaction which is necessary to give effect to any contract with a customer in the territory;

4.3. Generally

- 4.3.1. Observe all directions and instructions given to it by Hexabyte (Pty) Ltd. in relation to its appointment in terms of this agreement and to the sale and implementation of the sales in respect of the products and services, including, without limitation, the business rules and such rules and regulations as may be promulgated by the networks operator(s) from time to time;
- 4.3.2. At all times adhere to the service level directives;
- 4.3.3. Act in all respects with due care and diligence and with good faith towards Hexabyte (Pty) Ltd and promote and safeguard the interests of Hexabyte (Pty) Ltd. in regard to the product as if they were its own interests;
- 4.3.4. Immediately disclose to Hexabyte (Pty) Ltd. all such facts and circumstances as the agent may suspect or might come to its notice which might affect the interests of Hexabyte (Pty) Ltd. in regard to the products or the customers;
- 4.3.5. Not incur, save as expressly provided in this agreement, any liability on behalf of Hexabyte (Pty) Ltd. nor in any way pledge or purport to pledge the credit of Hexabyte (Pty) Ltd nor accept any order nor make any contract binding upon Hexabyte (Pty) Ltd.;
- 4.3.6. Save to give effect to this agreement, not hold itself out as the legal agent, representative or employee of Hexabyte (Pty) Ltd.;
- 4.3.7. Not make any promises, representations, warranties or guarantees in regard to the products except as expressly authorised in writing by Hexabyte (Pty) Ltd.;
- 4.3.8. Ensure that all its employees and representatives are properly trained, to the satisfaction of Hexabyte (Pty) Ltd., in the marketing and selling of the products and services;
- 4.3.9. Advise Hexabyte (Pty) Ltd. from time to time of direct and indirect competition in respect of the sale of the products in the territory;
- 4.3.10. Shall attend meetings and training programmes with Hexabyte (Pty) Ltd., as and when required by Hexabyte (Pty) Ltd., on dates to be specified by Hexabyte (Pty) Ltd. from time to time;

5 HEXABYTE (PTY LTD. OBLIGATIONS

Hexabyte Pty Ltd. shall –

- 5.1. Upon request therefor, supply the agent with all relevant information that is required by the agent to enable the agent to perform its obligation pursuant to this agreement;
- 5.2. Provide reasonable assistance to the agent with negotiations for the sale of the products to existing or potential customers in the territory and when deemed appropriate by Hexabyte (Pty) Ltd attend meetings for this purpose;

- 5.3. Keep the agent advised in writing of all developments made from time to time concerning the products;
- 5.4. Make its production and other facilities available during normal business hours to any prospective customer for reasonable inspection;

6. Reseller Discount Structure

Hexabyte (Pty) Ltd offer discounted rates directly on invoices to our resellers. Resellers will then be responsible for invoicing their own clients. This new structure is outlined below:

6.1. Reseller Discount Definition

The **Reseller Discount** refers to the reduced rate (exclusive of VAT) applied to Hexabyte (Pty) Ltd. products and services provided to the reseller. This discount will be reflected directly on the invoices issued to the reseller by Hexabyte (Pty) Ltd. The specific discount percentages for each Internet Package will be detailed in **ANNEXURE A** of this agreement.

6.2. Adjustments to Reseller Discounts

6.2.1. Right to Change Reseller Discount

Hexabyte (Pty) Ltd. reserves the right to change the agreed-upon **Reseller Discount** percentages for all new business at any time during this agreement. Hexabyte (Pty) Ltd. will inform the reseller in writing thirty (30) days before such changes come into effect.

6.2.2. Impact of Customer Account Status on Reseller Discount

Any unpaid debit orders, refunds, credits, discounts passed, equipment or access link subsidization, or allowances made on any product(s), or any bad debts pertaining to such product(s) incurred by Hexabyte (Pty) Ltd. as a result of customers initially signed up by the reseller, may be taken into account when determining the applicable **Reseller Discount** on future invoices.

6.3. Discontinuation of Discounted rates

The agent shall only be entitled to monthly annuity payable in terms of this agreement for the duration of the initial subscription agreements concluded by the agent on behalf of Hexabyte (Pty) Ltd. Should the agent facilitate the written extension or a renewal of a subscription agreement beyond the initial contract period thereof, the agent shall remain entitled to discounted rates payable in terms of this agreement.

6.4. Termination of Annuity Discounted rate Entitlement

Should, for any reason whatsoever or howsoever arising, a customer terminate its subscription agreement, the agent's entitlement to monthly annuity discounted rate in terms of this agreement in respect of that subscription agreement shall forthwith terminate upon the date of such termination.

6.5. Forfeiture of Claims Upon Agreement Termination

Should this agreement be terminated by:

Hexabyte (Pty) Ltd. in terms of clause 10; or

the agent in terms of clause 10,

The agent will, with effect from thirty (30) days after such termination, automatically forfeit any claims for discounted rate that may otherwise have accrued post cancellation of this agreement.

6.6. Immediate Cessation of Annuity Discounted rates Upon Notice Termination

Should this agreement be terminated by either party on notice in terms of clause 3.2, the agent will, with effect from thirty (30) days after termination, automatically forfeit any claims for monthly annuity discounted rates and the agent's entitlement to receive monthly annuity discounted rates payable in terms of this agreement shall immediately cease.



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7. THE CUSTOMERS

All sales of the products effected pursuant to this agreement shall, for the avoidance of doubt, be regarded, as sales directly between Hexabyte (Pty) Ltd and the customer concerned and the agent shall not be entitled to receive for its own account any amounts payable by the customer arising from such sales.

8. ASSIGNMENT

The agent shall not be entitled to cede its rights or assign its obligations hereunder to any third party. Hexabyte (Pty) Ltd shall be entitled to cede its rights or assign its obligations hereunder to any third party on written notice to the agent.

9. BREACH

9.1. If any party breaches any provision or term of this agreement and fails to remedy such breach within seven (7) days of receipt of written notice requiring it to do so (or in the time and manner specified in any other clause that contains its own remedies for non-compliance with that specific clause), then the aggrieved party shall be entitled without notice, in addition to any other remedy available to it at law or under this agreement, including obtaining an interdict, to cancel this agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to the aggrieved party's right to claim damages.

9.2. Hexabyte (Pty) Ltd. shall be entitled to terminate this agreement immediately and without notice if –

9.2.1. The agent suffers a judgment which is not satisfied in full or appealed against (provided that the appeal is timeously and successfully prosecuted) or in respect of which an application to set it aside or rescind it is not made within 14 (fourteen) days after it becomes known to the agent;

9.2.2. The agent commits any act of insolvency as contemplated in the Insolvency Act, 1936;

9.2.3. The agent is placed in liquidation or under judicial management, whether provisionally or finally.

10. CONFIDENTIALITY AND RESTRAINT OF TRADE

10.1. It is agreed that in the course of his duties the agent-

10.1.1. Has acquired and/or will acquire considerable knowledge in and will learn of Hexabyte (Pty) Ltd.'s techniques relating to Hexabyte (Pty) Ltd.'s business;

10.1.2. Will have access to names of customers and suppliers with whom Hexabyte (Pty) Ltd. does business whether embodied in written form or otherwise;

10.1.3. Will have the opportunity of forging personal links with customers and suppliers of Hexabyte (Pty) Ltd; and

10.1.4. Generally, will have the opportunity of learning and acquiring the trade secrets, business connections and other confidential information pertaining to Hexabyte (Pty) Ltd.'s business, all of which are collectively referred to in this agreement as "the trade secrets".

10.2. It is acknowledged that the only effective and reasonable manner in which Hexabyte (Pty) Ltd.'s rights in respect of the trade secrets can be protected is the confidentiality obligations imposed upon the Agent in terms of this clause 11.

10.3. The agent irrevocably and unconditionally undertakes in favour of Hexabyte (Pty) Ltd. that in order to protect the proprietary interests of Hexabyte (Pty) Ltd. in the trade secrets, it will not during the existence of this agreement or at any time thereafter either use or directly or indirectly divulge or disclose to others (except as required by the terms of this agreement) any of the trade secrets, and shall not, during the existence of this agreement or at any time thereafter disclose to any third party any of the trade secrets.

10.4. The agent shall not for the duration of this agreement and for a period of 2 (two) years from its termination, whether as proprietor, partner, director, shareholder, member, agent, consultant, contractor, financier, agent, representative, assistant, trustee or beneficiary of a trust or otherwise and whether for reward or not, directly or indirectly influence or otherwise try to persuade any customer of Hexabyte (Pty) Ltd. to purchase products from a competitor of Hexabyte (Pty) Ltd. or to cancel a subscription agreement.

10.5. The agent acknowledges and agrees that the confidentiality and restraint obligations referred to above are reasonably required for the protection of Hexabyte (Pty) Ltd. and are generally fair and reasonable.

11. DOMICILIUM CITANDI ET EXECUTANDI

11.1. The parties choose as their *domicilia citandi et executandi* for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the addresses on the cover page of this agreement.

11.2. Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give notice by e-mail.

11.3. Either party may by notice to the other party change the physical address chosen as its *domicilium citandi et executandi* to another physical address where postal delivery occurs or its postal address or its e-mail address, provided that the change shall become effective on the 5th business day from the deemed receipt of the notice by the other party.

11.4. Any notice to a party –

11.4.1. sent by prepaid registered post in a correctly addressed envelope to it at an address chosen as its *domicilium citandi et executandi* to which post is delivered shall be deemed to have been received on the 115th business day after posting (unless the contrary is proved);

11.4.2. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or

11.4.3. sent to its chosen email address, shall be deemed to have been received on the date of despatch (unless the contrary is proved); or

11.5. 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 at its chosen *domicilium citandi et executandi*.



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12. WHOLE AGREEMENT, NO AMENDMENT

12.1. This agreement constitutes the whole agreement between the parties relating to the subject matter hereof and supersedes all previous agreements between the parties relating to the subject matter hereof.

12.2. No amendment or consensual cancellation of this agreement or any provision or term hereof.

12.3. No extension of time or waiver or relaxation of any of the provisions or terms of this agreement shall operate as an estoppel against any party in respect of its rights under this agreement, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this agreement.

12.4. To the extent permissible by law no party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

AGENT:

HEXABYTE PTY LTD:

SIGNATURE: _____
(Who warrants he is duly authorises thereto)

SIGNATURE: _____
(Who warrants he is duly authorised thereto)

NAME & SURNAME: _____

NAME & SURNAME: _____

TITLE: _____

TITLE: _____

DATE: ___/___/_____

DATE: ___/___/_____



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ANNEXURES TO AGENCY AGREEMENT

ANNEXURE A:

Reseller Discount Structure

Instead of commissions, Hexabyte (Pty) Ltd. shall offer discounted rates directly on invoices to its resellers. Resellers shall subsequently be responsible for invoicing their own clients. This new structure is herewith outlined:

1.1. Reseller Discount Definition

The Reseller Discount refers to the reduced rate, exclusive of Value Added Tax (VAT), applied to Hexabyte (Pty) Ltd. products and services supplied to the reseller. This discount shall be directly reflected on the invoices issued to the reseller by Hexabyte (Pty) Ltd.

1.2. Discount Tier Structure and Eligibility

Hexabyte (Pty) Ltd. shall implement a tiered discount structure, whereby the applicable **Reseller Discount percentage** is determined by the reseller's achieved **monetary sales volume** of Hexabyte (Pty) Ltd. wireless internet offerings and packages. This approach encourages the sale of higher-value packages, leading to greater rewards for reseller efforts.

The specific discount percentages and the criteria for achieving each tier are as follows:

1.2.1. Initial Discount Tier

Upon commencement of this agreement, the reseller shall be granted an initial **Reseller Discount of five percent (5%)** on all qualifying Hexabyte (Pty) Ltd. wireless internet offerings and packages.

1.2.2. Progressive Discount Tiers

The **Reseller Discount** percentage shall increase by increments of two and a half percent (2.5%) upon the reseller successfully achieving predetermined sales volume targets. These targets shall be formally communicated by Hexabyte (Pty) Ltd. to the reseller in writing.

1.2.3. Maximum Discount Tier

The maximum **Reseller Discount** attainable under this agreement shall be **ten percent (10%)**. This discount shall be applied upon the reseller achieving the highest specified sales volume target.

1.3. Adjustments to Reseller Discounts

1.3.1. Right to Adjust Reseller Discount Percentages

Hexabyte (Pty) Ltd. reserves the right to modify the agreed-upon **Reseller Discount** percentages and/or the monetary sales volume targets for all new business at any time during the term of this agreement. Hexabyte (Pty) Ltd. undertakes to inform the reseller in writing thirty (30) days prior to such changes coming into effect.

ANNEXURE B:

1. Agent and its employees, agents, consultants, contractors, and subcontractors shall:
 - 1.1. Acquaint itself with and comply with all applicable law relating to:
 - 1.1.1. The provision of electronic communications services, including, but not limited to, the Electronic Communications Act, all regulations applicable to ECNS or ECS licensees or license exempt persons, the Regulation of Interception of Communications and Related Matters Act, the Films and Publications Act and the Electronic Communications and Transactions Act;
 - 1.1.2. Consumer protection, including the Consumer Protection Act and the National Credit Act;
 - 1.1.3. Bribery and corruption, including but not limited to, the SA Prevention and Combating of Corrupt Practices Act 2004Collectively referred to as “**Applicable Law**”.
 - 1.2. Not do or omit to do anything likely to cause Hexabyte (Pty) Ltd. to be in breach of any such Applicable Law;
 - 1.3. Allow Hexabyte (Pty) Ltd., whether itself or through an agent, to conduct an audit of records and information held by the agent or its sub-contractors or any other relevant person in relation to the performance by the agent of its obligations under this Agreement;
 - 1.4. If requested and at Hexabyte (Pty) Ltd’s reasonable cost, provide Hexabyte (Pty) Ltd. sufficient reasonable assistance to enable Hexabyte (Pty) Ltd. to perform any actions required by any government or agency in any jurisdiction for the purpose of compliance with any Applicable Law or in connection with any investigation relating to the Applicable Law;
 - 1.5. Maintain adequate internal accounting controls and reasonably detailed books, records, and accounts in respect of the supply of products or performance of services to Hexabyte (Pty) Ltd;
 - 1.6. In respect of this agreement, only be paid by Hexabyte (Pty) Ltd. by wire transfer or another traceable instrument to a bank account in agent’s name;
 - 1.7. Promptly notify Hexabyte (Pty) Ltd. of any allegation of fraud, bribery or corrupt or unlawful practices made against the agent in court, arbitration or administrative proceedings, or any investigation is commenced in respect of such allegations; at any time during the term of this Agreement;
 - 1.8. Ensure that any natural or legal person external to the agent who is performing services in connection with this Agreement does so only on the basis of a written contract which secures from such person terms equivalent to those imposed on the the in this clause. The agent shall be responsible for the observance and performance by such persons of these terms and shall be directly liable to Hexabyte (Pty) Ltd. for any breach.



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2. If Hexabyte Pty Ltd (acting in good faith) determines that there has been a breach by agent of this clause, such a breach shall be deemed a material breach of this Agreement, and Hexabyte (Pty) Ltd. shall have the right to immediately terminate this Agreement without prejudice to Hexabyte (Pty) Ltd's. rights under this Agreement or at law.

Agent:

For purposes of our application to SARS we need to confirm that all the Agents are aware of the requirements and the procedures as stipulated in section 20(2) and 21(4) of the Value-Added Tax Act, 89 of 1991 ("the Act").

1. The Act

The requirements and procedures in terms of section 20(2) and 21(4) of the Act are as follows:

- The original invoice issued by Hexabyte (Pty) Ltd. will be forwarded to the agent and a copy retained by Hexabyte (Pty) Ltd. The original of this agreement will be retained by Hexabyte (Pty) Ltd. and a copy will be forwarded to the Agent.

Please confirm that you will comply with the following:

- All statutory and licensing requirements including without limitations, SAMRO, software licences, trade licences, VAT registration, taxation registration, Regional Services Council levies registration, Skills Development Levy registration and PAYE registration.
- You will not do, cause or permit anything to be done, which may adversely affect the intellectual property of Hexabyte (Pty) Ltd. or any of the associated company's rights in the intellectual property. The Agent will bring to the attention of Hexabyte (Pty) Ltd. any infringement of the intellectual property which may come to its attention. The Agent will give all reasonable assistance to Hexabyte (Pty) Ltd. to enable the latter to further or defend its rights in the intellectual property.

I hereby undertake to ensure that agent complies with:

- The requirements of the Value-Added Tax Act as stipulated in paragraph 2 above.
- All statutory and licensing requirements as stipulated in paragraph 4 above.
- The requirement not to cause anything which may adversely affect the intellectual property of Hexabyte (Pty) Ltd. as set out in paragraph 4 above.
- In addition, I agree to ensure that our tax affairs are in order. I further confirm that VAT output tax was and is still currently being accounted for on all payments received from Hexabyte (Pty)Ltd., as listed in paragraph 1 above.
- I confirm that I am authorised to sign this letter on behalf of the agent.

AGENT:

SIGNATURE: _____
(Who warrants he is duly authorises thereto)

NAME & SURNAME: _____

TITLE: _____

DATE: ____/____/_____

HEXABYTE PTY LTD:

SIGNATURE: _____
(Who warrants he is duly authorised thereto)

NAME & SURNAME: _____

TITLE: _____

DATE: ____/____/_____