



WHOLESALE PARTNERSHIP AGREEMENT

between

Backspace Technologies PTY (LTD)
Registration Number: XXXXXXX
("Backspace")

And

("Wholesaler")

herein referred to as "the Parties".

INTRODUCTION

1. Backspace is desirous of appointing the Wholesaler as an independent representative obtaining services from Backspace for the sole purpose of on-selling to the Wholesaler's respective customer base.

DURATION

2. The Agreement shall commence on the signature date and shall continue until terminated by either Party by providing written notice of at least 30 (thirty) days or by mutual agreement.
3. The Wholesale pricing provided to the Wholesaler will be applicable for the duration of this agreement and will adjust according to volume break brackets agreed upon between the Parties.
4. Wholesale Discounts and pricing may be revised by Backspace should the Wholesaler not achieve and or maintain the minimum expectations as stipulated in the respective annexures.

APPOINTMENT OF DEALER

5. Backspace hereby appoints Wholesaler as an independent representative obtaining services from Backspace for the sole purpose of on-selling to the Wholesaler's respective customer base
6. The Products and the Services include but are not limited to:
 - a. Cloud PBX services including all cloud PBX functionality
 - b. SIP only based services
 - c. APN data based services
 - d. All other services as and when they become readily available to the Wholesaler

Payments

7. The Wholesaler will remain liable for the payment of their account in full for services delivered and Backspace will not get involved in money collection from end clients of the Wholesaler. Post paid accounts will only be provided and approved provided a clear credit check result and successful trade references were provided and checked.

Prepaid Wholesalers carries the responsibility to ensure their balance is sufficient to cater for the respective services they provide to their customers. Backspace will not be held responsible for end customer services being down due to Wholesaler insufficient balances. Backspace will ensure the the respective balance warning notification is sent via email to the indicated Wholesaler on the agreed upon percentage of usage or Rand value remaining. It remains the responsibility of the Wholesaler to ensure credit is available and the a Proof of Payment is provided from where allocation will be done within a 24 hour period to the Wholesaler's account.

Backspace reserved the right to suspend post paid Wholesalers who's accounts are in arrears or where payments has been requested with reasonable notice and not received.

NON-DISCLOSURE

8. The Wholesaler will not disclose to any third party the contents of this Agreement or the wholesale pricing or commission related to any of the Products or Services as stipulated in paragraph 7 above.
9. The Wholesaler will keep confidential all the information they may obtain during the duration of this Agreement concerning the business and affairs of whatsoever nature of Backspace or Backspace's clients and known suppliers and affiliates.
10. During the duration of this Agreement the Parties may have access to and/or be entrusted with trade secrets and confidential information relating to each other's business, and associated companies, clients and suppliers. For this purpose, 'trade secrets' and 'confidential information' includes (without limitation) secrets and information about products, proposed product, developments, finances, sales, marketing sales and marketing techniques, employees, business plans and business affairs generally. The Parties will not - during the duration of this Agreement or after its termination - use, copy or disclose such secrets or information (or any information in respect of which the Parties owe an obligation of confidence to any third party) to any person, firm or company.

LIMITATION OF LIABILITY

11. Backspace shall not, under any circumstances, be liable to the Wholesaler for any indirect, consequential or special damages under or in connection with this Agreement including, without limitation, claims for loss of profit, regardless of whether such claim for damages is founded in contract, delict, statute, or any other cause of action whatsoever.

MUTUAL SUPPORT

12. The Parties undertake at all times to do all such things, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for, or incidental to, the putting into effect or maintenance of the terms, conditions and import of this Agreement.
13. The Parties undertake to act towards one another in good faith in all respects relating to this Agreement.

NOTICES AND DOMICILIA

14. Each Party chooses the addresses set out opposite its name below as its addresses to which any written notice in connection with this Agreement may be addressed and as its *domicilium et citandi et executandi* at which documents in legal proceedings in connection with this Agreement may be served.
 - a. Backspace: 17 New Church Street, City Bowl, Cape Town, Western Cape, 8000
 - b. The Wholesaler:

GENERAL

15. This Agreement contains the entire agreement between the Parties in regard to the subject matter hereof and supersedes any previous agreement between the Parties.
16. Neither Party shall be bound by, nor have any claim or right of action arising from, any express or implied term, undertaking, representation, warranty, promise or the like not included or recorded in this document whether it induced the contract and /or whether it was negligent or not.
17. If any clause or term of this Agreement should be invalid, unenforceable, defective or illegal for any reason whatsoever, then the Parties shall negotiate in good faith to replace such clause with a clause which is valid, enforceable and legal but maintaining the essential provisions of the clause to the extent possible, provided that if the Parties should fail to reach agreement on such replacement clause then the remaining terms and provisions of this Agreement shall be deemed to be severable there from and shall continue in full force and effect unless such invalidity, unenforceability, defect or illegality goes to the root of this Agreement.

Technical aspects

18. Only voice traffic originating from within South Africa is allowed. No internationally originating traffic is allowed – and the account will be blocked should any such be found on your account.

SIGNED at _____ on this the _____ day of _____ 2020

For and on behalf of:

Backspace Technologies PTY(LTD)

NAME: _____

CAPACITY: _____

SIGNED at _____ on this the _____ day of _____ 2020

For and on behalf of:

The "Channel Partner"

NAME: _____

CAPACITY: _____

Appendix A

Special agreed rates based on volume commits and time line

(Insert details here)

Standard Flat rate brackets

Blended Rates						
1-50,000	50,001-100,000	100,000-250,000	250,001-500,000	500,000-1000,000	1000,000-5000,000	5000,000+
0,30	0,25	0,23	0,21	0,19	0,17	0,15

Standard interconnect brackets

Interconnect Plus Rates								
Provider	Interconnect Rate	1-50,000	50,001-100,000	100,000-250,000	250,001-500,000	500,000-1000,000	1000,000-5000,000	5000,000+
Plus Rate		0,12	0,09	0,07	0,05	0,04	0,03	0,02
Telkom Landline	0,06	0,18	0,15	0,13	0,11	0,10	0,09	0,08
Telkom Mobile	0,13	0,25	0,22	0,2	0,18	0,17	0,16	0,15
MTN	0,09	0,21	0,18	0,16	0,14	0,13	0,12	0,11
Vodacom	0,09	0,21	0,18	0,16	0,14	0,13	0,12	0,11
Cell C	0,13	0,25	0,22	0,20	0,18	0,17	0,16	0,15
Other VOIP	0,20	0,32	0,29	0,27	0,25	0,24	0,23	0,22

APN Rates

- R 10 once off per simcard
- R 15 monthly per simcard

APN Data Rates				
1-100 GB	100-500 GB	501 - 1000 GB	1001 – 2500 GB	2500 – 5000GB
0,25	0,15	0,13	0,11	0,10