






P.O. Box 3768, The Reeds, Pretoria 0158
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71 Landmark Avenue, Kosmosdal Ext 11, Samrand

MEMORANDUM OF AGREEMENT

IMPROWEB (PTY) LTD REGISTRATION NUMBER: 2007/001728/07
VAT REG NO: 4460242128
Physical Address: 71 Landmarks Ave, Kosmosdal Ext 11, Samrand
Trading Name: IMPROWEB IT (PTY) LTD

(hereinafter referred to as IMPROWEB)

Registered/Full Name of The Reseller : _____
Registration Number / Identity Number : _____
Trading Name (If Applicable) : _____
Parent Company (If Subsidiary) : _____
Physical Address : _____
Postal Address : _____
Phone, Fax and E-Mail :  _____  _____  _____

(hereinafter referred to as the Reseller)

Name Of Director/Shareholder/Partners

1. _____ Identity Number: _____
2. _____ Identity Number: _____
3. _____ Identity Number: _____

Accounts Contact: _____ Authorized Buyer: _____



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Have you / has the business or any principal officer ever had insolvency proceeding instituted against him/her, or been a defendant in any business collection action? Yes No

FOR THE RESELLER

Date of Signature : _____
Authorized Signature (who warrant his authority to act herein) : _____
Print Name : _____
Title : _____
E-Mail Address : _____

The signatory whose signature appears above hereby accepts the Terms and Conditions contained in this application. In the event of the reseller being a juristic person, the signatory accepts the Terms and Conditions contained in this application on behalf of the abovementioned reseller and warrants that he is duly authorized thereto by the said reseller that he has read and understood the said Terms and Conditions. In addition, the signatory warrants and certifies that all above information is true and correct.

FOR IMPROWEB

Date of Signature : _____
Authorized Signature (who warrant his authority to act herein) : _____
Print Name : _____
Title : _____
E-Mail Address : _____

1. DEFINITIONS AND INTERPRETATION

1.1 In this agreement, unless inconsistent with the context, words referring to:

- 1.1.1 anyone gender includes a reference to the other genders;
- 1.1.2 the singular includes the plural and vice versa;
- 1.1.3 natural persons include juristic persons and vice versa;

1.2 The following expressions shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings and cognate expressions shall bear corresponding meanings:

- 1.2.1 "this agreement" shall mean the terms, conditions and provisions set out in this agreement, the schedules and annexures hereto;
- 1.2.2 "IMPROWEB code of conduct",
As per Annexure B, means the code of practice, rules of procedure, guidelines, directions and other requirements as stipulated therein from time to time;
- 1.2.3 "the commencement date" means the date of signature hereto;
- 1.2.4 "reseller" means the person whose name appears on the application next to the caption "Registered/Full name of the Reseller;
- 1.2.6 "information" means all information and associated messages, including without limitation, text and graphic information provided by the reseller;
- 1.2.7 "Service Provider" means Any registered / preferred
 - i) telecommunication network operator, including without limitation, Vodacom



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- (Proprietary) Limited, Mobile Telephone Networks (Proprietary) Limited, Cell C (Proprietary) Limited and Telkom Limited;
- ii) Payment Port/Gateway Operators
iii) Courier/Logistics Operators
iv) Wholesaler/Distributor of products.
- 1.2.8 the "service" means the service as set out in Annexure "A" hereto and initialed by the parties for identification purposes.
- 1.2.9 the "website" shall mean the e-commerce webpage designed by IMPROWEB which is registered on the reseller's nominated domain.
- 1.3 The headings in this agreement are for reference purposes only and shall not affect interpretation.
- 1.4 Any reference in this agreement to "date of signature hereof" shall be read as meaning a reference to the date of the last signature of this agreement.
- 1.5 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.
- 1.6 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;
- 1.7 When any number of days is prescribed in this agreement, same shall be reckoned exclusively of the first and inclusively of the last day;

- 1.8 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.9 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;
- 1.10 The expiration or termination of this agreement shall not affect such of the provisions of this agreement as expressly provide that they shall 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;
- 1.11 In the event of a conflict arising between the terms and conditions of this agreement as those contained in any other agreement or arrangement, the provisions of this agreement shall prevail.
- 1.12 The rule of construction that the contract shall be interpreted against the party responsible for the drafting or preparation of the agreement, shall not apply.

2. DURATION

This agreement shall commence on the commencement date and shall endure for a period of 24 (Twenty Four) months calculated from the commencement date and shall thereafter be terminated by either party to the other on 3 (three) months written notice.

3. RESELLER'S OBLIGATIONS

- 3.1 The reseller shall advise IMPROWEB in writing of all relevant information in order to enable IMPROWEB to render the service.

3.2 The reseller shall at all times throughout the duration of this agreement:

3.2.1 comply with IMPROWEB's Code of Conduct in all respects and not bring IMPROWEB into disrepute.

3.2.2 enable IMPROWEB to comply with all or any requirements and conditions at any time and from time to time imposed by any law in the Republic of South Africa or by any license in terms of any enactment which is or may be applicable to or affect the service.

3.2.3 maintain a continuous contractual relationship with all the applicable/preferred service providers in terms of this agreement.

3.3 The reseller hereby authorizes IMPROWEB to disclose all information received by it to any regulatory or other competent authority that may require same.

3.4 The reseller shall at all times:

3.4.1 use the service strictly in accordance with:

3.4.1.1 such conditions as may be notified in writing by IMPROWEB to the reseller from time to time;

3.4.1.2 the relevant provisions of any enactment, or other competent authority;

3.4.1.3 any license granted there under which governs the operating of a Wi-Fi telecommunications system by the reseller; and

3.4.1.4 any code of practice regulating the provisions of the service contemplated in terms of this agreement.

3.4.2 ensure that all the contractual requirements by any service provider or any of its agents are complied with for the entire duration of this agreement and in all respects with IMPROWEB's code of conduct or marketing strategy;



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3.4.3 ensure that in any publicity, marketing or other promotional activity, it does not in any way refer to IMPROWEB (or any of its associated and/or subsidiary companies) without the express written approval of a duly authorized representative of IMPROWEB;

3.4.4 The reseller shall at all times throughout the duration of this agreement, to the extent necessary, maintain in full force and effect all such rights, authorizations, licenses, consents and permissions necessary for IMPROWEB to render the service.

4. INDEMNITY

4.1 the resellers failure whether intentionally and/or through the reseller's negligence, omission and/or commission to adhere to or comply with any terms or condition of this agreement.

4.2 any falsehood or misrepresentation of fact by the reseller (or a person acting upon instructions from anyone authorized by the reseller);

4.3 any failure by the reseller to disclose a material fact, if the misrepresentation or omission was made negligently or with intent to deceive IMPROWEB, or any person relying on the service;

4.4 When any information is furnished at the request of the reseller or the reseller's agent, both the agent and the reseller shall jointly and severally indemnify "your company name", and their agents and contractors pursuant to this sub-clause. The reseller has a continuing duty to immediately notify IMPROWEB of any misrepresentations and omissions made by an agent.

5. IMPROWEB'S RIGHTS AND OBLIGATIONS



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5.1 IMPROWEB shall be obliged use all reasonable endeavors to maintain the website and service 24 (twenty four) hours a day.

5.2 IMPROWEB reserves the right to:

5.2.1 improve or alter the website and service as it deems, in its sole discretion appropriate, provided that such changes do not substantially change the nature of website and/or the service;

5.2.2 to suspend the operation of the service in IMPROWEB'S opinion the reseller is abusing the website and/or service or detracted from its intended purpose.

5.3 IMPROWEB may withdraw, terminate or suspend the service to any reseller if required by any network operator or by any statutory or regulatory authority or order of court. Any determination made by IMPROWEB pursuant hereto, shall be without liability of any nature whatsoever and howsoever arising.

5.4 IMPROWEB shall have no obligation, whether under this agreement or otherwise, to comply with its obligations in terms of this agreement until such time as the reseller has firstly complied with all its obligations in terms of this agreement.

6. **EXCLUSIVITY**

The reseller shall not at any time throughout the duration of this agreement, whether directly or indirectly, utilize the same or similar service of any other service provider other than IMPROWEB.

7. **WARRANTIES**

The reseller warrants to IMPROWEB that:

7.1 It has obtained the applicable prior authorizations, consents and permissions in order

to enable IMPROWEB to render the service.

- 7.2 It will make available to its resellers procedures to lodge and resolve complaints in respect of the service. Such procedures shall be agreed to between the parties prior to disclosure to the clients of the reseller.
- 7.3 It will develop, publish and enforce guidelines for the use by its personnel relating to the handling of enquiries and/or complaints from its clients and the reseller shall forward all these enquiries/complaints and the resellers response thereto to IMPROWEB.

8. PAYMENT

The reseller agrees to the payment terms in respect of the service as set out in Annexure "A hereto.

9. FORCE MAJEURE

- 9.1 IMPROWEB shall not be responsible for any breach of warranty, delay or failure in performance under this agreement that results from events beyond its control, including without limitation, such as acts of God, acts of war, epidemics, power outages, fire, earthquakes, and other disasters.
- 9.2 In the event of any delay or failure in performance by IMPROWEB due to any cause arising from or attributable to acts, events, non-happenings, omissions, accidents or acts beyond the control of IMPROWEB, IMPROWEB shall be under no liability for loss or injury suffered by the reseller as a result thereof.
- 9.3 The reseller acknowledges that due to factors beyond the control of IMPROWEB, the website and/or service may fail, in whole or in part and/or the service may be withdrawn, terminated or suspended by any service provider or by any statutory or regulatory authority and that notwithstanding, IMPROWEB will be charged for the service by the operator. In such an event, the reseller shall be obliged to pay the fees

and/or charges due to IMPROWEB, without deduction or set off. IMPROWEB shall take all reasonable measures to obtain such credit or refund from the Operator and until and upon actual receipt from the service operator of the credit or refund, as the case may be, the reseller shall not be entitled to take any action against IMPROWEB for the recovery of such credit or refund as the case may be.

10. **BREACH**

- 10.1 Should the reseller commit a breach of any of the provisions of this agreement, then IMPROWEB shall be obliged to give the reseller 7 (seven) days written notice to remedy the breach. If the reseller fails to comply with such notice, IMPROWEB shall be entitled to cancel this agreement against the reseller or to claim immediate payment and/or specific performance by the reseller of all the reseller's obligations whether or not the due date for payment and/or performance shall have arrived, in either event without prejudice to IMPROWEB's rights to claim damages. The foregoing is without prejudice to such other rights that IMPROWEB may have at law.
- 10.2 The reseller hereby agrees that IMPROWEB shall not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Court.
- 10.3 The reseller hereby agrees consents that, notwithstanding the provisions of the Magistrate's Court Act, No 32 of 1944, with regard to jurisdiction in connection with cause of action and the amount claimed, a competent Magistrate's Court shall have jurisdiction in respect of any legal action which IMPROWEB may institute against the reseller arising from this agreement. IMPROWEB will, however, have the right, notwithstanding the foregoing and in its own discretion, to institute any legal action which exceeds the jurisdiction of the Magistrate's Court against the reseller in a competent division of the High Court.

10.4 The reseller shall be liable for all costs incurred by IMPROWEB in the recovery of any amounts or the enforcement of any rights, which it has hereunder, including collection charges and costs on an attorney and own client scale and costs of counsel as on brief whether incurred prior to or during the institution of legal proceedings or if judgment has been granted, in connection with the satisfaction or enforcement of such judgment.

11. TERMINATION, SUSPENSION AND REMOVAL

11.1 IMPROWEB shall be entitled at any time and with immediate effect to temporarily or permanently suspend the service, or part thereof and/ or terminate this agreement, in all cases without liability, in the event that:

11.1.1 any licenses or any permission or authorization necessary for the operation of the service is revoked, temporarily or permanently suspended or;

11.1.2 this agreement or anything contemplated hereunder is alleged or determined to be in contravention of any licenses, permissions, authorizations, relevant legislation or the rights of any third party.

11.1.3 the reseller is in breach of this agreement or IMPROWEB's code of conduct (as per Annexure B); or

11.1.4 the reseller causes anything to be done which in IMPROWEB's sole discretion is unlawful and/or brings IMPROWEB's reputation into disrepute and/or is or may be prejudicial to IMPROWEB's commercial interests; or

11.1.5 it is requested or directed to do so as a result of a determination, adjudication or other decision or requirement of the office of any relevant competent body or authority or order of court.

11.2 Upon expiration or termination of this Agreement for any reason

11.2.1 IMPROWEB shall as soon as is practical prevent access by the reseller to the service; and

11.2.2 The reseller shall pay to IMPROWEB all amounts owing, without deduction or Set off.

12. EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY

12.1 This limitation on damages applies to loss and damages of all types, including but not limited to direct, compensatory, indirect, special, consequential, exemplary, or incidental damages incurred by any person. This limitation on damages applies as well to liability under contract, delict, and any other form of liability claim.

12.2 IMPROWEB shall not be liable for any consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable, based on claims of the reseller (including, but not limited to, claims for loss of data, goodwill, profits, use of money or use of the software programs, interruption in use or availability of data or the software programs, stoppage of other work or impairment of other assets), arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in delict or otherwise, whether based on this agreement, any commitment performed or undertaken under or in connection with this agreement, or otherwise.

12.3 IMPROWEB does not warrant the accuracy, authenticity, reliability, completeness, correctness, merchantability, or fitness of the service reseller and shall not incur liability for rep presentations of information made by the reseller. IMPROWEB does not warrant any software used in respect of the service provided.

12.4 In the event that IMPROWEB is found to be liable the maximum liability which



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IMPROWEB may incur in any action or proceeding shall not exceed R1 000.00 (one thousand Rand), provided that IMPROWEB shall incur no liability whatsoever unless it:

12.4.1 receives written notice of the claim; and

12.4.2 the notice is served within 30 (thirty) days of the date the reseller ought reasonably to have become aware of any claim.

12.5 Neither party shall be liable to the other in respect of any breach of this agreement caused by revocation or alteration of any license, permission or authorization governing the operation of the service.

12.6 IMPROWEB shall not be liable for any technical or other failure in the service.

12.7 IMPROWEB does not warrant that the service shall be fault free or free of interruptions.

12.8 IMPROWEB shall not be liable to the reseller for suspending access to the service or any part thereof.

12.9 IMPROWEB makes no warranty or representation that the service in whole or in part is permitted under any license, permission, authorization or legislation.

12.10 The reseller shall indemnify and hold harmless IMPROWEB and all members, officers, servants, agents and duly authorized representatives of IMPROWEB against all liabilities (including damages whether direct, indirect or consequential, expenses, costs and legal fees on an attorney and own client scale) actions, proceedings, claims and demands on all alleged claims and demands howsoever arising.

13. **ACKNOWLEDGEMENTS**

The reseller acknowledges and agrees that the operation of the service may depend on factors beyond IMPROWEB's control.

14. NO FIDUCIARY RELATIONSHIP

The reseller is an independent contractor and shall not represent itself as having any power to bind IMPROWEB or to assume or to create any obligation or responsibility, express or implied, on behalf of IMPROWEB in terms of this agreement. Nothing contained in this agreement shall be deemed to establish a relationship of principal and agent between IMPROWEB and the reseller, or with any of their agents or employees, for any purpose whatsoever. This agreement shall not be construed as constituting the reseller and IMPROWEB as partners, or to create any other form of legal association or arrangement which would impose liability upon one party for the act or failure to act of any other party.

15. INTEREST

The reseller shall pay interest at the publicly quoted basic rate per annum ruling from time to time at which FNB Limited lend on overdraft plus 2%, which rate shall be proved by way of a certificate signed by any employee of such Bank whose authority need not be proved, compounded monthly in arrear, on all amounts owing by the reseller to IMPROWEB which have not been paid on the due date thereof, reckoned from the due date thereof until date of payment. Such interest shall be payable on demand.

16. SEVERABILITY

In the event of any of the provisions or terms of this agreement are found to be unenforceable or void for any reason whatsoever, each provision or term shall be deemed to be severable from the remaining provisions of this agreement, which agreement shall remain in full force and effect but for these terms and conditions.

17. CESSION

The reseller shall not without the written consent of IMPROWEB, be entitled to cede, assign or otherwise transfer all its right, title and interest in and to this agreement to any

other entity, natural or juristic. IMPROWEB shall be entitled to cede, assign or otherwise transfer all its right, title and interest in and to this agreement to any other entity, natural or juristic.

18. WARRANTY OF AUTHORITY

18.1 The signatory warrants, as a material warranty which the signatory relies on in entering into this agreement, that he is duly authorized to represent and bind the reseller to this agreement, and that he has read and understood each term and condition of this agreement and accepts them as binding on him and the reseller. The reseller hereby warrants that it regards the terms and conditions of this agreement as binding upon it.

18.2 The signatory and the reseller hereby warrant that the signatory to any tax invoice, delivery note or other documentation of IMPROWEB made out in the name of, or to the reseller is duly authorized to bind the reseller in respect of the relevant transaction.

18.3 The signatory shall be bound by the provisions of this agreement as if he were the reseller, mutatis mutandis, particularly, but without limitation thereto, insofar as the agreement provides for proof of facts, costs of proceedings, service of process, limitations of defenses and jurisdiction.

19. SURETYSHIP AND WARRANTY OF AUTHORITY

The signatory, by his signature hereto, binds himself in favor of IMPROWEB, its successors-in-title and assigns as surety for and co-principal debtor in solidum with the reseller for the due and punctual performance by the reseller of all its obligations to IMPROWEB in terms of this agreement.

19.1 The suretyship in 19 shall remain of full force and effect notwithstanding:

19.1.1 any amendment to this agreement and/ or any other agreement for the time being subsisting between the parties;

19.1.2 any indulgence, concession, leniency or extension of time, which may be shown or given by IMPROWEB to the reseller.

19.2 The signatory hereby renounces the benefits of the legal exceptions "non causa debiti", "errore calculi", "excussion", "division", "de duobus vel pluribus reis debendi", "no value received" and "revision of accounts", with the meaning and effect of all of which he declares himself to be fully acquainted.

20. NOTICES AND DOMICILIUM

20.1 The reseller chooses as its domicilium citandi et executandi ("domicilium") for the purposes of the giving of any notice, the serving of any process and for any other purpose arising from this agreement at the addresses and telefacsimile numbers as set out in the application form.

20.2 The reseller shall be entitled from time to time, by written notice to IMPROWEB, to vary its domicilium to any other address which is not a post office box or poste restante, provided that such address is within the Republic of South Africa.

20.3 Any notice given shall be in writing and if

20.3.1 delivered by hand during the normal business hours of the reseller at the its domicilium for the time being, shall be presumed, until the contrary is proved by the addressee, to have been received by the reseller at the time of delivery;

20.3.2 delivered by prepaid courier to the reseller at the its domicilium for the time being, shall be presumed, until the contrary is proved by the reseller, to have been received by the reseller on the 3rd (third) day following dispatch by IMPROWEB to the courier company;

20.3.3 transmitted by telefacsimile to the reseller at the reseller's telefacsimile address for the time being, shall be presumed, until the contrary is proved by the reseller, to have been received by the reseller on the first business day after the date of transmission.

21. WHOLE AGREEMENT

This agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties other than those set out herein are binding on the parties.

22. VARIATION

22.1 Subject to the provisions of clause 23, no addition to or variation, consensual cancellation or novation of this agreement or any term hereof and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by both the parties or their duly authorized representatives.

22.2 No person other than a duly authorized representative of IMPROWEB has any authority to delete, amend or in any respect vary and of these conditions or accept any other conditions or agree to a consensual cancellation hereof.

23. AMENDMENTS GENERALLY

23.1 Notwithstanding anything contained to the contrary in this agreement, IMPROWEB shall be entitled, in its sole discretion, to amend this agreement from time to time (prospectively and not retroactively), on 7 (seven) days written notice to the reseller.

23.2 Should the reseller object to the proposed amendments, it shall do so in writing within 7(seven) days of such written notice, failing which the amendment shall be deemed to be effective after expiry of such period.

- 23.3 Should the reseller object to the proposed amendment, IMPROWEB reserves the right to suspend the service and/or cancel this agreement without incurring any liability of any nature whatsoever.

24. RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by either party to any other party in respect of the performance of any obligation hereunder or the enforcement of any right arising from this agreement and no single or partial exercise of any right by any party shall under any circumstances be construed to be an implied consent by such party or operate as a waiver or a novation of, or otherwise affect any of that party's rights in terms of or arising from this agreement or stop such party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

25. CONCLUSION OF AGREEMENT ON-LINE

- 25.1 Should this agreement be signed by the reseller who shall, for purposes of this agreement be regarded as having accepted an offer by IMPROWEB to conduct business with it, on IMPROWEB's official website namely www.improweb.co.za the conclusion of the said agreement shall be determined at the time when and place where "your company name" has received acceptance of its offer by the reseller.
- 25.2 For the purposes of this agreement an electronic signature shall constitute the filling in of the reseller's full name and title on the cover page of this agreement in conjunction with the act of clicking on the icon which reads: "I accept the terms and conditions of this agreement."
- 25.3 This agreement shall, when sent electronically, be regarded as having been received by IMPROWEB when it is capable of being retrieved and processed by "your company name".



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25.4 It shall be deemed that this agreement, if sent electronically, has been sent from the reseller's usual place of business or residence and has been received at IMPROWEB's usual place of business.

THUS DONE AND SIGNED AT _____ ON THIS THE ____ DAY OF _____ 20____ IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

AS WITNESSES

1. _____
Signature *Full Names*

2. _____
Signature *Full Names*

IMPROWEB *Full Name*
For and on behalf of Improweb
(he/she being duly authorized hereto)



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THUS DONE AND SIGNED AT _____ ON THIS THE ____ DAY OF
_____ 20____ IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

AS WITNESSES

1. _____
Signature *Full Names*

2. _____
Signature *Full Names*

THE RESELLER *Full Name*
For and on behalf of The Reseller
(he/she being duly authorized hereto)

ANNEXURE “A”

1. TYPES OF SERVICES

- 1.1 IMPROWEB will design a suitable e-commerce webpage which is acceptable by the Reseller and registered on the reseller's nominated domain and act as facilitator between the preferred Service Providers and the Reseller.
- 1.2 It has been agreed that IMPROWEB will provide the Reseller with an interface to manage and maintain an e-commerce website. The main purpose of this service application is to onsell products to new and existing Resellers through the e-commerce platform that is provided.
- 1.3 ImproWEB will also negotiate favourable terms and conditions on behalf of the Reseller with the preferred Service Providers.
- 1.4 IMPROWEB may charge additional fees on the standard product over and above the standard setup fees, but should additional development costs be incurred, as per the Reseller's request, IMPROWEB will advise of such costs.
- 1.5 IMPROWEB will provide Monthly statistics on the provided stats Website created as such, and it is the responsibility of the Reseller to review the stats page after the last day of each month.
- 1.6 IMPROWEB shall be entitled to an annual license fee, which may be utilized for additional development enhancements of the product.



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2. THE FULLY AUTOMATED IMPROWEB E-COMMERCE SOLUTION

Shop Front Fee, Server Usage and Hosting	R 450.00 excl. VAT
<p>Shop Front is a fully functional ecommerce store complete with extensive backend configurations.</p> <p>The server usage fee is for the SQL Server Database, bandwidth usage, content management system, website product upload mechanisms, website product management system and daily backups.</p> <p><u>Additional Server Usage</u></p> <p>Server usage is for up to 500 MB per month is included.</p> <p>501 – 800 MB charged at an additional R90</p> <p>801 – 1200 MB charged at a further R190</p> <p>Thereafter R0.30 per meg for each meg transferred over 1,200 MB</p> <p>The improWEB e-commerce website includes all the tools of the improWEB basic solution:</p> <ul style="list-style-type: none"> • A uniquely designed Interface and backend that gives you full control of your e-commerce website • Automated Integration with Suppliers • Product Hosting that is automatically updated • 10 Email Addresses (more available on request) 	

* **BANDWIDTH AND SERVER USAGE PRINTOUT AVAILABLE ON REQUEST BY RESELLER.**



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3. SERVICES

Domain registration: .co.za; .com; .net; and .biz	Domain Registration @ R 100. Annual renewal @ R 100. Registering or renewing a .com or .net domain is R 100.
Make use of our graphic designer to create a professional look for your company.	Professional Logo Design Professional Business Card Design Matching Letterhead Design Matching E-Mail stationery for Outlook and Outlook Express
Free online training and free support once training is completed.	Consultancy for extra assistance with setting up solutions at R350 per hour excl. VAT.

4. ANNUAL LICENSE FEE

An annual license fee of R2000 is charged, and includes the following:

Infrastructure	<ul style="list-style-type: none"> • Schedule and plan upgrade paths on all servers as new and better development and hosting software becomes available • Maintaining High speed premium internet connection • Maintaining SQL Server Database • Software Licensing Costs • Maintaining Main Server • Maintaining Backup and Development Servers • Daily Database Backups • Maintaining Server OS Upgrades • Maintaining runtime environment and upgrading for the servers • Off Site Data Storage • Maintaining Site Security • Preventative maintenance for security and Stability • Providing Bandwidth • Maintaining DNS Servers
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	<ul style="list-style-type: none"> • Maintain E-mail Addresses (If needed) • DNS Records (if needed) • Maintain DNS Servers • improWEB Account enquiries 																								
Support	<ul style="list-style-type: none"> • Online help documentation • Telephonic and Email support 																								
E-commerce website development	<ul style="list-style-type: none"> • Setup method into courier system (Worth R 5000) • Design of one website excluding content (Outsourced) • Fully functional e-commerce solution • Integration with payment gateway for credit card functionality from Virtual Card Services(VCS) 																								
Yearly updates	<p>We are continually improving the improWEB solutions.</p> <p>All updates included in the yearly license fee.</p>																								
Currently in development phase and will be uploaded to enhance the improWEB functionality:	<table> <tr><td></td><td>improSITE</td></tr> <tr><td></td><td>improORDER</td></tr> <tr><td></td><td>improJOB</td></tr> <tr><td></td><td>improREVIEW</td></tr> <tr><td></td><td>improTASK</td></tr> <tr><td></td><td>imporLOYALTY</td></tr> <tr><td></td><td>improAD</td></tr> <tr><td></td><td>improWISH</td></tr> <tr><td></td><td>improQUOTE</td></tr> <tr><td></td><td>improWIZARD</td></tr> <tr><td></td><td>improSKILL</td></tr> <tr><td></td><td>improCOURIER</td></tr> </table>		improSITE		improORDER		improJOB		improREVIEW		improTASK		imporLOYALTY		improAD		improWISH		improQUOTE		improWIZARD		improSKILL		improCOURIER
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	improCOMMISSION
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Note: All prices exclude VAT

5. ADDITIONAL SERVICES

Infrastructure	<ul style="list-style-type: none"> • Additional Development that is not currently on the system @ R 450 p/h • Additional Design work not included in the basic site layout design @ R 250 p/h • Additional Design work after site approval @ R 250 p/h • Population of site with additional banners
Support	<ul style="list-style-type: none"> • Usability support that is documented. @ R 50 p/h • Onsite Training. @ R 450 p/h + Travel • Training at our premises. @ R 450 p/h • Meetings to discuss system integration or new development. @ R 450 p/h
Business Mentorship	<ul style="list-style-type: none"> • Running your distributorship digitally and getting the most out of the improWEB solution. Includes Product detail capturing. Phone for more details. • What is needed to run a successful online store. @ R 450 p/h • SEO Techniques @ R 450 p/h
E-commerce website development	<ul style="list-style-type: none"> • Added functionality that is not



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	<p>currently available. @ R 450 p/h</p> <ul style="list-style-type: none">• Adding new export scripts for comparative websites. @ R 500 per script.• Adding new Affiliated Schemes. @ R 500 per scheme.
Admin	<ul style="list-style-type: none">• Manual money collection if no debit order is signed.

Note: All prices exclude VAT

ANNEXURE “B”

IMPROWEB CODE OF CONDUCT

This policy applies to all messages, information, data, image and/or programme transmitted via the e-commerce webpage and interface services application system

1. You agree to conform to the general information, data, image and/or programmes acceptable Internet Etiquette ("netiquette") and to abide by IMPROWEB's operating policies, which may be amended from time to time at IMPROWEB's sole discretion, and you hereby indemnify and hold IMPROWEB free from liability in respect of any loss or damage of whatever nature caused as a result your using IMPROWEB'S services including but not limited to breach of our acceptable use policies, which policies include but are not limited to the guidelines set out below:
 - 1.1 not to send messages/data/information/images to any person who does not wish to receive it;
 - 1.2 not to engage in any spamming, and which shall include, but is not limited to, the posting or crossposting of unsolicited articles with the same message/data (or substantially the same message) to an unacceptably high number of messages and newsgroup recipients that did not request to receive such messages/data;
 - 1.3 not to forward or propagate chain letters or malicious messages, or messages that solicit the performance of any illegal activity or other activity that infringes on the rights of others;
 - 1.4 create a false identity or forged address or header, or otherwise attempt to mislead others as to the identity of the sender or the origin of the message;

- 1.5 not to post or transmit any message, data, image or programme which is defamatory, or violates any other personality rights;
- 1.6 not to post or transmit any message, data, image or programme which is illegal, indecent, obscene, pornographic, offensive, threatening, abusive, harassing, harmful or hateful data, image or programme;
- 1.7 not to post or transmit any message, data, image or programme which violates the intellectual property rights of others, including but not limited to unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information and trademarks;
- 1.8 not to interfere with use of the Internet by any other IMPROWEB subscribers or other users;
- 1.9 not to post or transmit any file which contains viruses, worms, "Trojan horses" or any other destructive or contaminating features, regardless of whether or not damage is intended by you;
- 1.10 not to cancel IMPROWEB messages other than your own;
- 1.11 not to repeatedly post gratuitous off-the-topic postings;
- 1.12 not to gather addresses and/or names and/or cell phone numbers and/or fax numbers or otherwise collect information about others without their consent; and
- 1.13 not to violate the privacy of any person, which shall include but shall not be limited to hacking.
- 2 IMPROWEB reserves the absolute right not to deliver any message information, data, image and/or programme unless and until the identification of the originator thereof, or its authorized representative, is known and understood.



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3 In the event that you should engage in anyone or more of the above practices, which shall be determined in IMPROWEB's sole discretion and which decision shall be final, then IMPROWEB shall be entitled to:

3.1 terminate, without notice, your account and/or access to IMPROWEB services;

3.2 remove any material or data or to block the use of the network when your use does not meet the acceptable use policy;

3.3 bill you for any costs incurred by IMPROWEB, including, but not limited to, bandwidth, administration costs, downtime, usage of IMPROWEB name or registered domain names, and CPU cycles.

THUS DONE AND SIGNED AT _____ ON THIS THE ____ DAY OF _____ 20____ IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

AS WITNESSES

1. _____
Signature *Full Names*

2. _____
Signature *Full Names*

IMPROWEB *Full Name*
For and on behalf of Improweb
(he/she being duly authorized hereto)



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BANK DEBIT ORDER INSTRUCTION

Fax: 086 562 2690

With this debit order there is NO Admin fee! Without this debit order there is a R 500 per month admin fee!

Name (Debtor):	
Debit Amount:	R450 per month* Excluding VAT for improWEB e-commerce

*Written Notice of two months for cancellation of services is required.

**Plus Server usage as follows:

- From 501 to 800 MB Server usage in a month at an additional R 90 Excluding VAT.
- From 801 to 1,200 MB Server usage in a month at a further R 190 Excluding VAT.
- Thereafter R 0.30 per MB Excluding VAT for each MB of Server usage over 1,200 MB.

The details of my bank account are as follows:

BANK:	
BRANCH/TOWN:	
BRANCH NO:	
ACCOUNT NAME:	
ACCOUNT NO:	
TYPE OF A/C:	
	(savings, current, transmission)

I/we hereby request and authorize you to draw against my/our account with the above mentioned bank (or any other bank or branch to which I/we may transfer my/our account) the sum as indicated and selected on the Company Brief / Quote Document, on the first working day of each month.

All such withdrawals from my/our account by you shall be treated as though they had been signed by me/us personally.

I/we the undersigned, "instruct" and authorize your agent Netcash (Pty) Ltd, to draw against my/our account. I/we understand that if bank details have been supplied the withdrawals authorized here will be processed by BankServ. I/we also understand that details of each withdrawal will be printed on my/our statement.

I/we agree to pay any banking charges relating to this debit order instruction.

This authority may be cancelled by means of giving you thirty days notice in writing, sent by prepaid registered post, but I/we understand that I/we shall not be entitled to any refund of amounts, which you have withdrawn whilst this authority was in force if such amounts were legally owing to you.



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Assignment:

I/We acknowledge that the party hereby authorized to effect the drawing(s) against my/our account may not cede or assign any of its rights and that I/we may not delegate any of my/our obligations in terms of this contract/authority to any third party without prior written consent of the authorized party.

Signed on this _____ day of 201__

SIGNATURE AS USED FOR SIGNING CHEQUES OR CREDIT CARD VOUCHERS

Signed:

Full Name in Print:
