

HD Channel Partner Agreement (v2.0)

This Agreement is between the following parties:

Global Pact Trading 674 (Pty) Ltd, TA HD Telecoms
 Reg nr. 2009/001533/07
 Located at 59 Migmatite drive, Zwartkops, Centurion, 0157,
 South Africa

(Hereinafter referred to as "HD")

And

Company Name	
Registration Number	
VAT Number	
Office Number	
Fax Number	
Street Address	
Name and Surname	
Email	

(Hereinafter referred to as the "Partner")

Introduction:

- HD shall provide Voice Over Internet Protocol (VOIP) Telecommunication consultation, services, equipment and support, limited specifically in this agreement to the 3CX PBX system, Yeastar S-Series, and collectively hereinafter referred to as 'HD Solution', to clients of the Partner.
- HD shall provide certain of these 'HD Solution' services via an ICASA granted I-ECS license nr: 0066/IECS/JAN/08.
- HD will utilize the Partner as a channel to expand its 'HD Solution' customer base and in return will provide financial benefit to the Partner

Cost

To become an HD Channel Partner, a once off joining fee of R1 500 is applicable.

Duration:

This is a discount / rebate / commission agreement, which shall continue forward on a month-to-month basis.

Conditions of remaining a partner:

- Integrity in all business dealings and compliance with HD Core Values
- Abidance with HD Pricing and Commissions Policies

Service Pricing:

Pricing will be mailed to the Channel Partner on a monthly basis and can be amended by HD from time to time to stay competitive. Pricing is subject to the ROE

Partners and Clients:

In the case of the partner reselling VOIP minutes to its clients directly, such minutes must be paid in advance credit by the partner to HD.

Failure to furnish advance credit will have a direct impact on the quality of service provided to the HD Solution Client.

Partnership Rebates / Discounts:

Until otherwise agreed in writing between the parties, the following shall be a guideline for the 'HD Solution'

- VOIP minutes resold - 60/40 (HD/Partner)
- Hardware (Phones, routers, gateways etc) 15% discount
- Software 15% discount

All rebates / discounts are based on the retail price excluding VAT

Termination

The partner shall be entitled to commission on any client as was signed by the partner during the agreement, for ongoing VOIP minutes, indefinitely after termination, for as long as the client retains HD as the service provider of such.

Intent and Exclusivity

The Spirit of the Agreement is that:

- HD shall be the preferred service provider for the specified HD Solution Services to the partner as mentioned above.
- For all intents and purposes, the partner may enjoy the holistic HD Solution support of HD, but not in order to setup a similar competitive business against HD once sufficient knowledge has been transferred.

In order to secure the above exclusivity however, it is expected of HD to :

- Provide all services necessary to the partner for the HD Solution as above, on an ongoing basis, to a high quality of service, that ensures client retention and business growth,
- Ensure that the discount / rebate structures offered to the partner are reasonably similar to what the partner could expect to achieve externally,
- Ensure adequate stock and service provision of HD Solution at time of order, to enable the partner to fulfil its orders.

In return, the Partner agrees that, for a period of 2 (two) years from date of signature of this agreement:

- _____ in his personal capacity,
- the Partner,
- any of the Partner's successors in title or assigns,
- any of the Partner's subsidiaries (if applicable),
- the Partner's holding company (if applicable),
- any of The Partner's shareholders, members or directors (whichever and if applicable),
- any legal entity in which any shareholder, member or director of The Partner has a proprietary, contractual or fiduciary interest,

shall not be entitled to:

Design and / or assist in designing a product / service and / or enter into business of a similar and / or competitive and / or conflictive nature to HD Solution, without the express written permission of HD and / or reasonable inclusion of HD in the profits thereof.

Furthermore the partner:

- May only purchase 3CX Software directly from HD,
- May only purchase hardware directly from HD,
- May only use HD for VOIP minutes for any HD Solution,

It is noted however that where exceptions are required by the partner as above due to prevailing abilities of HD at that specific time, the partner is obliged to revert to the spirit of the agreement for any new deals within the 2 year period as specified above.

Signed at	
Date	
Partner	
HD Telecoms	
Witness 1	
Witness 2	