

<u>Client Information Form</u>	
Company Name	
Registration Number	
Vat Registration Number	
Domicilium Address	
Person Signing the Contract Name	
Contact Number	
Signature	
Email	
Person Responsible for Payment Name	
Contact Number	
Signature	
Email	

CHANNEL PARTNER FEE AGREEMENT

entered into between

STATUS DATA (PTY) LTD

(Registration No.2015/058369/07)

(hereinafter referred to as “the client”)

ADDRESS: 1 YELLOWOOD CRESCENT
DIEP RIVER
CAPE TOWN
7945

(chosen domicilium citandi et executandi)

(hereinafter referred to as the “Consultant”)

and

(Registration No. _____)

(hereinafter referred to as “the client”)

ADDRESS: _____

(chosen domicilium citandi et executandi)

(hereinafter referred to as the “Client”)

WHEREAS, Status Data (Pty) Ltd is an expert in the provision of credit and debtors book management;

AND WHEREAS the Client is desirous to obtain the services of a software developer creating systems relating to commercial credit granting and commercial credit insurance services;

NOW THEREFORE THE PARTIES hereby agree as follows:

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1. ENGAGEMENT OF THE STATUS DATA (PTY) LTD

1.1 Status Data (Pty) Ltd shall perform the following management services as defined in Annexure "A".

1.2 Status Data (Pty) Ltd shall provide the services at such reasonable times as may be agreed with the client up to the maximum number of working days, and subject to approval from his/her line management.

1.3 Status Data (Pty) Ltd shall perform all such reasonable and normal duties and functions of a Systems Developer and Credit Bureau Channel Partner for the Services in accordance with the level of expertise expected of Status Data (Pty) Ltd and with reasonable skill, care and diligence. Status Data (Pty) Ltd shall also comply with the lawful and reasonable directions of the Client.

1.4 The Client shall provide all data and information at its disposal or reasonably requested by Status Data (Pty) Ltd in order for Status Data (Pty) Ltd to complete the Services.

1.5. Status Data will protect and not re-distribute any of the client's data unless permissions are given.

2. TERM OF THE CONTRACT

2.1 This agreement shall commence on the 01-08-2017 and shall continue to be in force for an initial period of 24 (twenty-four) months.

2.2 The parties may elect to cancel this agreement by giving at least 3 (three) months written notice of their intention to cancel this agreement.

3. COMPENSATION

3.1 Status Data (Pty) Ltd shall be entitled to charge a 50% deposit for the creation of software for The Client, as detailed in Annexure "A".

3.2 Status Data (Pty) Ltd will charge the further 50% on completion of the project two months after commencement, 01-10-2017, as detailed in Annexure "A".

3.3 The deposit will be payable before the commencement of the contract, prior to 01-08-2017.

3.4 In the event of any payment not taking place on the due date, all discounts shall be forfeited and all and any amounts owing by the Client shall immediately become due owing and payable without further notice.

3.5 The risk of payment by cheque through the post rest with the Client.

3.6 The Client shall not withhold payment and agrees that no extension of payment shall be normally be extended to the Client and any such extension will not

be applicable or enforceable unless agreed to by Consultant, reduced to writing and signed by the Client and a duly authorized representative of Consultant.

3.7 The Client is not entitled to set off any amount due to the Client by Status Data (Pty) Ltd against any debt whatsoever.

3.8 The Client agrees that the amount due and payable to Status Data (Pty) Ltd may be determined and proven by a certificate issued and signed by any director or manager or member or partner of Status Data (Pty) Ltd, whose authority need not be proven or by any independent auditor. Such certificate shall be binding and shall be prime facie proof of the indebtedness of the Customer. Unless a dispute is raised within 7 days.

3.9 The Client agrees that interest may be levied at the maximum permissible interest provide for by legislation from time to time on any moneys due to Status Data (Pty) Ltd and that interest shall be calculated daily and compounded monthly from the date of acceptance of the order, in the event of the Client having breached any condition contained herein or if otherwise provided.

4. PERFORMANCE

4.1 Status Data (Pty) Ltd undertakes to perform the services with the highest standards of professional and ethical competence and integrity.

5. CONFIDENTIALITY

5.1 Status Data (Pty) Ltd shall not, during the term of this Agreement and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Agreement or the Client's business or operations without the prior written consent of the Client.

6. OWNERSHIP OF MATERIAL

6.1 Any studies, reports or other material, graphic, software or otherwise, prepared by Status Data (Pty) Ltd for the Client under this Agreement shall belong to and remain the property of the Client. Status Data (Pty) Ltd may retain a copy of such documents and software. The software is and will not be limited to The Client. Status Data (Pty) Ltd core business is creating such software and will be without a means of income if this is not so.

7. TERMINATION

7.1 Each party shall be entitled to terminate the agreement by giving the other party:

7.1.1 Written notice of the termination of the agreement, in the event of:

7.1.2 A breach of a material term of this contract by either one of the parties;

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7.1.3 Any other matter arising which constitutes a just cause for terminating the agreement.

7.1.4 A party or any of its members being placed in liquidation or under judicial management or becoming insolvent or entering into negotiations with its creditors;

7.2 The parties may at any time terminate the agreement by mutual consent subject thereto that neither party may terminate the agreement for convenience before the 9 month anniversary of this agreement.

8. GENERAL

8.1 The parties undertake to do all such things, perform all such acts and take all such steps and procure the doing of all such things, performing of all such acts and the taking of all such steps as may be necessary, incidental or conducive to the implementation of the terms, conditions and import of this agreement.

8.2 No variation of the terms and conditions of this agreement shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised agents.

8.3 This agreement supersedes all prior agreements entered into between the parties and constitutes the sole and entire agreement between the parties relating to the subject matter hereof. No warranties, representations or other terms and conditions of whatsoever nature not expressly recorded herein shall be of any force or effect.

8.4 No indulgence which either party ("the grantor") may grant to the other ("the grantee") shall constitute a waiver of any of the rights of the grantor which shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.

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9. Scope of Work

Phase 1 – Covered by this contract and proposal

Phase one of this project will include the following services from Status Data (Pty) Ltd:

- Implementation of the Log in function and registration function via Prestige website
- Dashboard consisting of:
 - Hand Over Application
 - Bureau Reports as per “annexure A”
 - Request Support functionality
 - “Get a Quote” functionality
- Management and Reporting portal:
 - Check clients detailed usage
 - Change Transactional pricing per client
 - Query Report System with Status Data
- Request for Training:
 - NCA, CPA etc.
- Cater for a 2nd service provider (XDS, Experian)
- Client Setup Management
- Automated Billing
- Prestige Branding on all services
- Legal Terms and Conditions – Hand-overs and Bureau Services

Phase 2 – New proposal to be drafted

- Online credit Application
- Online Quick Score
- Full Automated Debtors Profile Analysis
- Full Automated Insurance Cover Analysis
- Hand Over Status (API with current system integrated)

10. ANNEXURE “A”

<u>Software, Consulting & Referral Phase One</u>	
	<i>PRICE EXCL. VAT.</i>
Software Design, Implementation and Integration (Phase 1 Only)	<i>R25,000.00</i>
Consulting per hour	<i>R1,250.00</i>
Referral Commission	<i>25%</i>
<u>Channel Pricing – Bureau Services</u>	
Credit Check 2	R65.00 (negotiable per volume per client)
Credit Check 2 + BCD	R125.00
Compuscan Compact Report	R500.00
Compuscan Researched Report	R750.00
Principal Report 1 (Sole-Prop)	R45.00
Principal Report 2 (Sole-Prop)	R45.00
Company Deeds	R45.00
Individual Deeds	R45.00
Bank Code BCD	R70.00
Bank Code BCE	R100.00
Bank Code BRP	R130.00
AVSR	R10.00

<u>Product Breakdown</u>	
Credit Check 2	Commercial Business Score Company Information Auditors Information Principal Information Summary Commercial Judgements Bank Codes Pending Bank Codes Completed

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	Business Property Information Previous Enquiries
Credit Check 2 + BCD	Commercial Business Score Company Information Auditors Information Principal Information Summary Commercial Judgements Bank Codes Pending Bank Codes Completed Business Property Information Previous Enquiries 24hr Bank Code
Compuscan Compact Report	Bank Code Trade Reference Standard On-File Company Report and Company Scores Entity Status Confirmed No Direct Interview with an Analyst Report is undertaken with the subject
Compuscan Researched Report	Bank Code: Three Trade Reference Investigations Direct Interview conducted with the subject confirming on-file information and sourcing the following additional information: NON-ACTIVE PRINCIPALS: Full Names Identity Number PRINCIPALS: OTHER COMPANIES DIRECTORS ARE LINKED TO PRINCIPALS ANALYTICS (Active Directors years of experience): Average Tenure/Principle Total Tenure STAFF TOTALS: Full Time Contract NUMBER OF FLEET COMPANY PREMISES DATA: Status (leased or owned) (if leased) Owner/Landlord Expiry Date Contact Information (if owned) Property Owned by Value Contact Information INSURANCE AND INSURANCE BROKER DETAILS: Broker Insurance BUSINESS – Please explain your business: Business Description Foreign Trade Activities Major Suppliers Major Customers Major Brands SIC Code Industry TRADE EXPERIENCE / REFERENCE AUDITORS INFORMATION FINANCIALS: Financial Year End Total Revenue Growth Operating Profits Operating Margins Asset Value Net Value: Before Tax Net Value: After Tax

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	Overdraft Facility Sureties signed for Debtors Ceded Debtors Factored Bonds Comment (Comments from Subject) In addition to financial data, we also assist with requesting the latest available financial / management account statements
Principal Report 1 (Sole-Prop)	Contactability Information Compuscan Micro Lending Data Southern African Fraud Prevention Services (SAFPS) Data Collections Information Adverse Listings Disputes Information Debt Restructuring Data Civil Court Judgments and Notices Previous Enquiries Property Information Director Data
Principal Report 2 (Sole-Prop)	Compuscan Micro Lending Data SACCRA Information (CPA and NLR Account Data) Southern African Fraud Prevention Services (SAFPS) Data Contactability Information Adverse Listings Collections Information Previous Enquiries Disputes Information Debt Restructuring Data Civil Court Judgments and Notices Property Information Director Data
Company Deeds	Information on assets such as properties and bonds on Companies\
Individual Deeds	Information on assets such as properties and bonds on Individuals
Bank Code BCD	24hr Bank Code
Bank Code BCE	Express Bank Code
Bank Code BRP	Bank Code Full Report
AVSR	Account Verification

11. AGREEMENT ACCEPTANCE

THUS DONE and SIGNED at _____ on this _____ 2014.

AS WITNESSES:

1. _____

CLIENT

2. _____ Name: _____

(who warrants that he/she is duly authorized to sign on behalf of the client)

THUS DONE and SIGNED at _____ on this _____ 2014.

AS WITNESSES:

1. _____

CONSULTANT

2. _____ Name: _____

(who warrants that he/she is duly authorized to sign on behalf of the client)

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