



CONTRACTOR AGREEMENT

Company Name: _____ Tel: _____ Fax: _____

Representative Name & Surname: _____ Cell: _____ eMail: _____

Physical Address: _____

1. "Company" refers to IdealPrepaid Pty(Ltd); "Contractor" refers collectively to the person and/or business referred to above. "SP" refers to any Service Provider such as Telephony Networks, Electricity Suppliers, Postal Services, Municipalities, Banks, Independent Sales Organizations and/or any other providers of services or to the company in cases where the company is the provider of a particular service to the Contractor.
2. The Contractor authorizes the company to debit/credit the Contractor's bank account (via an ACH or any other manner) as agreed under the terms and conditions herein.
3. The Contractor shall: i) Act or desist from acting in any manner, which the company may reasonably require it, from time to time, and shall make or desist from making any representations to any third parties without written authorization from the company; ii) Not under any circumstances whatsoever, induce or persuade or allow its personnel to induce or persuade any customer of the company to subscribe to any service of a competing third party; iii) Act in strict accordance with the written instructions, and standards set by the company, from time to time, regarding all relevant procedures and operational requirements in dealing with the company's products.
4. The Contractor undertakes and warrants that: i) All the information contained on this or any other submitted document to the company is true and complete; ii) They have the power to execute and perform this Agreement; iii) This Agreement, to the Contractor's best knowledge, does not violate any law, or conflict with any other agreement to which the Contractor is a party; iv) There is no action, suit or proceeding pending or threatening the ability of the Contractor to perform its obligations as outlined herein; v) Any written instructions, notes, memoranda, records, computer programs and software relating to the Company and/or to the company's trade secrets, which are made by the Contractor or which come into his possession during the period of his relationship with the company, shall be deemed to be the property of the company, and shall be surrendered to the company on demand; vi) it is not associated with the company in any manner so as to create a conflict of interest with the company or its staff; vii) it is fully licensed and registered and meets all statutory prescribed standards to perform the installations required by the company.
5. The Contractor acknowledges that: i) it will be required to carry a company identity tag ii) it shall be required to attach company decals to its vehicles iii) Payments for installation shall be made after 30 days, in the closing billing cycle of the subsequent month. iii) it's work shall be guaranteed for a minimum period of 90 days. iv) It shall adhere to the required service level standards set by the company.
6. The physical address given above shall be the Contractor's chosen address for all legal notices unless otherwise indicated in writing. The address published on the company's website (Idealprepaid.co.za) shall be the address chosen by the company for legal notices unless notified otherwise in writing.
7. The company and the Contractor are independent business entities and nothing contained herein shall be interpreted in such a way as to imply that the company and the Contractor are partners, joint undertakers or shareholders for any purpose whatsoever.
8. Neither party shall have the authority to bind the other party to any contractual arrangement.
9. The company shall reserve the right to offset any payments due to it from any payments due to the Contractor, and shall be entitled to appropriate, without prejudice, any such payment to any other liability which the Contractor may have with the company.
10. The Contractor acknowledges that submitted instructions are subject to delays, may not be legible and are subject to discrepancies. The Contractor thus indemnifies and holds the company and/or its bankers harmless against any claim whatsoever arising out of any submitted instructions.
11. Queries by Contractors regarding the accuracy of their account with the company, must be submitted in writing no later than 60 days after the date of the last statement/invoice, failing which the Contractor shall have no right to ventilate any query in respect thereof.
12. The Contractor: Shall act in good faith, honesty and integrity and shall adhere to confidentiality and secrecy and shall not during or after its relationship with the company divulge any information to any third parties about the company which the company considers confidential; Shall return to the company upon request all materials given to the Contractor by the company; Shall not claim any title or right to the company's patents, designs, documents, trademarks or any other intellectual property.
13. Should any of the terms and conditions of this agreement and/or any charges levied by the company, be influenced by any directive of an SP or agreement between the company and a SP (or any other third party) then the company shall be entitled to amend or substitute the terms and conditions of this agreement so as to reflect such with immediate effect and without notice to the Contractor.
14. Should the company issue a notice which has been issued on behalf a SP, not withstanding anything contained herein, and regardless of the contents of any such notice, such notice will become effective and binding upon the Contractor immediately.
15. At the option of the company any action or application arising out of this agreement, its enforcement or any cancellation thereof, may be brought to any court that the company may elect at its own discretion, and the Contractor hereby consents to the jurisdiction thereof.
16. No amendments or substitutions shall constitute a variation of any prior obligations of the Contractor to company, save as to where the old terms and conditions are inconsistent with the new terms.
17. A notice sent to the Contractor shall be deemed to have been received by the Contractor within seven days after sending date.
18. The company is hereby exempted from and shall not be liable under any circumstances whatsoever to the Contractor for any loss, damage, whether indirect, consequential or otherwise, or for any loss, profits of other special damages of any kind whether within the contemplation of the parties or not, as the Contractor may suffer arising out of this agreement.
19. The Contractor shall not use to his defense any performance or non-performance by the company against any liability which may be claimed from the Contractor by a SP and/or any other party.
20. Ownership and copyright to any software program shall vest solely with the company. The Contractor shall be held liable for any unauthorized copying or modifications thereto.
21. All risks including the risk of destruction or loss shall pass to the Contractor on taking delivery of any goods from the company.
22. This document embodies the entire agreement between the parties relating to the matters dealt with herein and no representations, warranties, undertakings or promises have been made except as incorporated herein.
23. None of the terms and conditions of this agreement is capable of being cancelled, waived, amended, added to or deleted, unless such cancellation, waiver, amendment, addition or deletion is reduced to writing and is signed by the parties hereto.
24. The provisions of this agreement shall, as far as permitted by law, be binding upon the parties' executors, trustees, curators, legatees, heirs, and other successors in title as well as its employees and subsidiaries.
25. No indulgence on the part of any party in exercising any rights conferred upon such party in term of this agreement shall constitute a waiver or novation or any such right, nor shall any single or partial exercise of any right preclude any other or future exercise thereof or the exercise of any other right under this agreement.
26. The Contractor agrees that all the terms and conditions herein are all material to this agreement and agrees to comply therewith.
27. The Contractor is to ensure and procure that all its personnel and/or subsidiary staff adhere to the requirements of the company as mentioned herein.
28. The Contractor hereby grants the company the right to investigate or take whatever steps the company considers necessary to verify or investigate any matter arising out of this agreement or incidental hereto relevant to the Contractor's performance regarding this agreement.
29. The Contractor shall upon the institution of an indemnity claim by the company cease to be entitled to any commissions and/or credits and/or refunds or any other amounts payable by the company to the Contractor.
30. The Contractor hereby grants the company to the right to record on audio tape (or any other format) any conversations between the Contractor and the company.
31. The Contractor confirms having agreed on behalf of itself and its directors, shareholders, members and associates that the company is entitled at any time to communicate with any Credit Bureau regarding any information relating to their payment behavior, credit worthiness or defaults.
32. Each clause in this agreement is severable and the illegality, invalidity or unenforceability of any provision of this agreement shall not affect the remainder thereof.
33. The validity and interpretation of this agreement will be governed by the laws of South Africa.
34. The provisions of this agreement shall be binding upon the individuals signing herein as well as upon their business jointly and severally.

Contractor's Signature: _____ Date: _____

Witness 1: _____ 2: _____

ANNEXURE-A

TBD: Payments per callouts and installations