



## VALUE- ADDED RESELLER AGREEMENT

between

### WEBILL PROPRIETARY LIMITED

("WeBill")

Company Registration Number	2016 / 538436 / 07
Physical Address	147 North Reef Road, Bedfordview, Ekurhuleni
Postal Address	147 North Reef Road, Bedfordview, Ekurhuleni
Telephone Number	061 280 1302
Contact Person	Ayal Rosenberg
Email Address	<a href="mailto:ayal@webill.net">ayal@webill.net</a>   <a href="mailto:ernab@wonderlandprop.co.za">ernab@wonderlandprop.co.za</a>
Signature(s) <i>(who warrants that s/he is duly authorised to Sign)</i>	
Name	Ayal Rosenberg
Title	Managing Director
Date	

and

("VAR")

Company Registration Number	
Physical Address	
Postal Address	
Telephone Number	
Contact Person	
Email Address	
Signature(s) <i>(who warrants that s/he is duly authorised to Sign)</i>	
Name	
Title	
Date	

By signing this cover sheet the Parties agree to be bound by the attached terms and conditions and the schedules and annexures attached to this cover sheet. The Parties shall not be bound prior to signature.

VAR AGREEMENT REFERENCE NUMBER	
EFFECTIVE DATE	

1. **INTRODUCTION**

WeBill carries on the business of developing, marketing and licensing the Software. The Parties have agreed that, with effect from the Effective Date of this VAR Agreement, WeBill will appoint the VAR as its value-added reseller (i) for the purposes of marketing the Software to Customers and assisting Customers in obtaining licenses for the Software and/or (ii) for providing the Services to Customers, as applicable, on the terms and conditions set out in an Agreement.

2. **DEFINITIONS AND INTERPRETATION**

2.1. **Definitions.** Unless a contrary intention appears, the following expressions shall have the indicated meanings –

- 2.1.1. **"Account"** means a registered WeBill Organization on the WeBill Organization Portal which has a single system administrator with a unique system-wide email address and which can have one or more associated Sites;
- 2.1.2. **"Agreement"** means, in respect of each Customer or Customer opportunity, any Annexures hereto and the relevant Site Sheet and the terms of this VAR Agreement collectively;
- 2.1.3. **"Arrear Amounts"** means the difference between the value of the Qualifying Charges charged for any given calendar month, and the value of the Qualifying Charges actually received by WeBill. Arrear amounts will accumulate on a monthly basis and will be reduced by the receipt of payments made to WeBill;
- 2.1.4. **"Arrear Income"** means the total Arrear Payments paid by the Customer and received by WeBill in any given calendar month;
- 2.1.5. **"Arrear Payment"** means the payment (whether in full or partially) made by the Customer of any Arrear Amount;
- 2.1.6. **"Business Day"** means any day other than a Saturday, Sunday or gazetted public holiday in the Republic of South Africa;
- 2.1.7. **"Business Hours"** means 08h00 to 17h00 on a Business Day;
- 2.1.8. **"Call Centre"** means the Zendesk ticketing and Twilio Interactive Voice Response ("IVR") platform set up by WeBill and modified from time to time at the discretion of WeBill to handle all WeBill Customer and/or Consumer queries and to route query tickets to respective agents for responses within preconfigured Service Level Agreements, the terms of which to be dictated by WeBill from time to time;
- 2.1.9. **"Call Centre Seat"** means the dedicated Zendesk Agent and IVR local phone number allocated to a VAR from time to time for as long as the VAR Agreement endures;
- 2.1.10. **"Change in Control"** means if at any point in time during the tenure of this Agreement, the shareholding structure of WeBill is materially changed or adjusted in that one or more shareholder reduces their combined shareholding in WeBill below 51% (fifty one percent) of the total issued shares of WeBill;
- 2.1.11. **"Confidential Information"** shall mean information or data, whether disclosed orally or in writing, that is identified as being confidential or proprietary at the time of disclosure or has the necessary quality of confidence about it and includes, without limitation:
  - 2.1.11.1. any information relating to WeBill's business, business policies, business plans, pricing models, know-how, trade secrets, diagrams, blue prints, flow charts, potential customers, customer lists, sales, sales figures and products and, in respect of WeBill, the WeBill Technology; and
  - 2.1.11.2. technical and mechanical information and computer programs of the disclosing Party;
- 2.1.12. **"Consumer"** means the person or entity who consumes utility services provided by the Customer or Organisation;

- 2.1.13. **"Consumer Account"** means a Consumer who has an account for every Site that has been registered by the Customer on behalf of the Consumer and who has additionally entered into a Consumer Agreement;
- 2.1.14. **"Customer Invoice"** means the monthly invoice issued to the Customer by WeBill for all WeBill's billable services consumed by the Customer in the course of a calendar month preceding the date of such invoice;
- 2.1.15. **"Customer"** means the person or entity, who, concludes a Subscription Agreement with WeBill for the provision of Software and/or Services at the Site and who has an account. A Customer can also interchangeably be referred to as an Organisation;
- 2.1.16. **"Site Sheet"** means the Site Sheet in line with the attached Annexure "A"; and which will be system generated by WeBill on a monthly basis to reflect any updated with regards to newly registered Sites;
- 2.1.17. **"Expiration Date"** means, in respect of the VAR Agreement, a period of **10 (Ten) years** from the registration date of the Site or such lesser period indicated by the date stipulated in the relevant Site Sheet;
- 2.1.18. **"Fees"** means the compensation payable by WeBill to the VAR of the VAR Rate in accordance with this Agreement;
- 2.1.19. **"Intellectual Property Rights"** means all present and future rights in and to the Software and/or any other WeBill products or any documentation and/or any other items or materials provided to the VAR by WeBill under this VAR Agreement or any Annexure including, but not limited to, all copyrights, patents, trademarks (whether registered or unregistered), as well as other rights may in the future be based thereon, together with all trade secrets, trade names, know-how and other intellectual property rights in all parts of the world;
- 2.1.20. **"Levy"** means any levy, charge, surcharge, costs or expense or any other amount registered on a Site by a Customer and which is charged to a Consumer's Account at the end of each calendar month;
- 2.1.21. **"Levy Charge"** means the total monthly applied Levy Rates for all VAR Customers Invoices;
- 2.1.22. **"Levy Rate"** means the percentage determine by WeBill from time to time that will be deducted from each Levy and invoiced to the Customer as reflected on the Customer's Invoice;
- 2.1.23. **"Prepaid Charge"** means the total monthly applied Prepaid Rates for all VAR Customer Invoices;
- 2.1.24. **"Postpaid Charges"** means the total monthly actual applied Postpaid Rates for all VAR Customer Invoices;
- 2.1.25. **"Qualifying Charges"** means the total Prepaid Charges, Postpaid Charges and Levy Charges charged for any given calendar month, but which excludes Value-Added Tax, interest or any other ancillary charges imposed by WeBill from time to time;
- 2.1.26. **"Qualifying Income"** means the total of all Qualifying Charges or Arrear Payments actually received by WeBill in any given calendar month and on which the VAR's compensation would be based;
- 2.1.27. **"Subscription Agreement"** means the terms and conditions in terms of which the Customer is granted a licence by WeBill to use the Software and pursuant to which the Customer obtains a unique Account. The account can only be registered after the account system administrator has concluded the Subscription Agreement which agreement is signed as part of the account registration process;
- 2.1.28. **"Party"** or **"Parties"** means WeBill, or the VAR or both of them, as the context requires;
- 2.1.29. **"Personnel"** means any director, employee, agent, consultant, contractor or other representatives;

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- 2.1.30. **"Postpaid Meter"** means the utility meter registered on a Site which is not a Prepaid Meter;
- 2.1.31. **"Postpaid Rate"** means the fixed amount as determined by WeBill from time to time and applied by WeBill to a Postpaid Meter, which amount is invoiced to the Customer on the Customer's Invoice. The Postpaid Rate may differ according to the consumption being measured such as single-phase electricity, water monitoring, generator monitoring, three phase electricity etc.
- 2.1.32. **"Prepaid Meter"** means a utility meter registered on a Site and for which the Consumer pays a Prepaid Charge for utility consumption as and when consumption data from the meter is reported into the WeBill Platform
- 2.1.33. **"Prepaid Rate"** means the percentage applied to each Prepaid Charge as determined by WeBill from time to time and which is invoiced to the Customer on the Customer's Invoice;
- 2.1.34. **"Prospective Customer"** means any person or entity who has not concluded a Subscription Agreement or who has concluded a Subscription Agreement, but wishes to add one or more additional Site(s) to its Account;
- 2.1.35. **"Service Levels"** means the minimum levels of service according to which Services are to be provided as set out in **Annexure "C"** and/or WeBill's Policies, as updated and amended by WeBill from time to time and/or communicated to the VAR by WeBill. In the event of a conflict between the service levels contained in the Agreement and the service levels contained in any WeBill Policy, the relevant WeBill Policy will prevail;
- 2.1.36. **"Services"** means support services and/or training to be given by the VAR to Customers in respect of the Software at the Service Levels;
- 2.1.37. **"Software"** means WeBill's proprietary software applications which the VAR is permitted to market to and obtain licenses for on behalf of Customers and in respect of which it may be permitted to provide the Services, if and to the extent listed in the relevant Site Sheet, as amended, updated and enhanced from time to time;
- 2.1.38. **"Site"** means a physical address registered by the Customer on an Account and where utility meters are installed and aspects of utility consumption is managed in part or in whole by the Software and the WeBill Platform.. A Site may contain other sites within it sub-sites which are termed "Units". A Unit can also be regarded as a Site.
- 2.1.39. **"Targets"** means the annual Targets agreed to between WeBill and the VAR as provided for in **Annexure "B"**;
- 2.1.40. **"Territory"** means unless otherwise agreed to in writing, the Republic of South Africa;
- 2.1.41. **"Trademarks"** means the trademarks, trade names, service marks, logos or other descriptive marks or designs used by WeBill (or its licensors or suppliers) in respect of the Software;
- 2.1.42. **"VAR"** means the value added reseller identified as such on the cover page of this VAR Agreement;
- 2.1.43. **"VAR Customer"** means a Customer who has an Account as a direct result of the VAR's efforts.
- 2.1.44. **"VAR Agreement"** means these terms and conditions and any annexures hereto;
- 2.1.45. **"VAR Purchase Order"** means a purchase order issued by WeBill to VAR in accordance with **clause 11.2**;
- 2.1.46. **"VAR Rate"** means, unless agreed to otherwise between the parties, **18% (Eighteen) percent** (excluding VAT) of the Qualifying Income (excluding VAT). Examples of the manner in which the VAR Rate (VAR Purchase Order Scenarios) may be computed are attached hereto as **Annexure "D"**;
- 2.1.47. **"VAT"** means Value Added Tax No.89 of 1991 (as amended) currently calculated at 15% (Fifteen Percent) or amended from time to time by legislation. All amounts or payment obligations of WeBill referred to herein will be deemed to be exclusive of Value Added Tax;
- 2.1.48. **"WeBill Policies"** means any policies, practices, codes of conduct and procedures (as amended from time to time and updated on the WeBill Website) which may be of application to the WeBill Technology, the Software, and/or its resellers, as the case may be;
- 2.1.49. **"WeBill Technology"** means any and all technology that WeBill has created, acquired or otherwise has rights in and may, in connection with the performance of WeBill's obligations under this Agreement, employ, provide, modify, create or otherwise acquire rights in and includes the Software and any and all concepts; ideas; methods; methodologies; procedures; processes; know-how; techniques; function, process, system and data models; templates; the generalised features of the structure, sequence and organisation of software, user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and logic, coherence and methods of operation of systems;
- 2.2. **Headings.** Headings and sub-headings are inserted for information purposes only and shall not be used in the interpretation of the Agreement;
- 2.3. **References.** Unless otherwise stated, references to clauses, sub-clauses, schedules or paragraphs are to be construed as references to clauses, sub-clauses, schedules or paragraphs of the Agreement;
- 2.4. **References to persons.** References to persons shall include companies, corporations and partnerships and references to any Party shall, where relevant, be deemed to be references to, or to include, as appropriate, their respective successors or permitted assigns;
- 2.5. **Calculation of days.** When any number of days is prescribed in the Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next Business Day;
- 2.6. **Contra proferentum excluded.** The rule of construction that the Agreement shall be interpreted against the party responsible for the drafting or preparation of the Agreement, shall not apply;
- 2.7. **Figures and numerals.** Where figures are referred to in numerals and in words, if there is a conflict between the two, the words shall prevail;
- 2.8. **Expiration or termination.** The expiration or termination of an Agreement or any part thereof shall not affect such of the provisions of the Agreement which expressly provide that they will 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.
- 3. APPOINTMENT OF THE VAR AND RIGHTS**
- 3.1. **Appointment.** On and subject to the terms and conditions set out in the Agreement, WeBill hereby appoints the VAR as its non-exclusive reseller in the Territory, or any other territories which might be defined by WeBill from time to time to (i) promote and market the Software on the basis that Customers will licence the Software from WeBill directly, and (ii) provide Services to Customers pursuant to, and as set out in, the relevant Site Sheets.
- 3.2. **Licensing.** The VAR shall not be entitled to directly licence the Software to any Customer under any circumstances. For the avoidance of doubt, only WeBill has this right to directly licence the Software to any Customer.
- 3.3. **VAR not to appoint or subcontract.** The VAR may not subcontract, appoint, authorise or permit any other person, firm, company, partnership, association, agent or other legal entity of any nature whatsoever to promote, market or license the Software or to provide the Services or any other services to Customers, unless the prior written consent of WeBill has been obtained.

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3.4. **Direct supply.** Nothing in the Agreement will be construed as a limitation or restriction on WeBill's freedom to directly or indirectly market or distribute the Software or any other products or market or perform any other services whatsoever within the Territory by any means whatsoever.

#### 4. DURATION

4.1. **VAR Agreement.** The VAR Agreement shall commence on the Effective Date thereof and shall continue indefinitely until terminated in accordance with its terms. Termination of the VAR Agreement shall not affect the validity of any Agreement established pursuant thereof, but shall only terminate the Parties' ability to conclude any further Agreements pursuant hereto.

4.2. **Site Sheet.** The VAR will be entitled to service each Site delineated in the Site Sheet (**Annexure "B"**) for a period of **10 (Ten) years**, or such lesser period indicated by the date stipulated in the relevant Site Sheet, commencing on the date on which the Site was registered in accordance with the provisions of the Site Sheet attached hereto, and renewable at intervals of **1 (one) year** each following expiry of the **10 (Ten) year** period. Should the VAR fail to meet its required Service Levels and fail to remediate such inadequate Service Levels within the period prescribed by WeBill, the VAR's right to servicing of a Site may be terminated by WeBill, which would disqualify the VAR from earning any Qualifying Income generated from the particular Site. In the event that a Site is transferred from one VAR to another VAR ("**the Substituted VAR**"), the transferred Site will appear in the Substituted VAR's Site Sheet (**Annexure "B"**) at the end of the month during which the Site was transferred to it.

4.3. **Substituted VAR.** The Substituted VAR shall only be entitled to remuneration for the balance of the initial **10 (Ten) year** period from the date on which the Site was initially registered on WeBill's Platform and not the date on which the Site was transferred to the Substituted VAR. The Substituted VAR's remuneration shall therefore be calculated proportionately based on the remaining term of the original **10 (Ten) year** period. The Substituted VAR shall assume all responsibilities and obligations under this Agreement for the remainder of the original **10 (Ten) year** period, subject to the terms and conditions herein. The initial VAR appointed, shall cooperate in the transition process and provide the necessary information to facilitate the smooth transfer of Services.

#### 5. MARKETING AND PROMOTION OF SALES

5.1. **Marketing and promotion.** The VAR shall at all times during the currency of this VAR Agreement use its best endeavours to develop a market for the Software in the Territory and to promote licenses for the Software in the Territory.

5.2. **Full details to be provided.** The VAR shall provide WeBill with the full details of all Prospective Customers and Customers on a monthly basis and in a format required by WeBill from time to time.

5.3. **Marketing obligations.** The VAR shall:

5.3.1. act consistently with WeBill's marketing, sales, services and maintenance policies as may be communicated to the VAR from time to time; and

5.3.2. immediately refer to WeBill all queries or orders relating to the Software received by the VAR from any Prospective Customer outside the Territory.

5.4. **Promotional material.** WeBill agrees to furnish the VAR with pre-approved artwork and templates, which shall be used by the VAR for the purposes of printing promotional material from time to time, at the VARs own cost and expense, and in accordance with WeBill's instructions from time to time. In the event that the VAR develops its own promotional material in respect of the Software, such material shall first be approved by WeBill in writing, prior to publication.

5.5. **Visits.** A representative from WeBill shall be entitled to attend at the VAR's premises in each Territory upon reasonable notice to the VAR in order to ensure compliance by the VAR

of its obligations under this VAR Agreement and/or any Site Sheet. The VAR shall allow WeBill and/or any representative appointed by WeBill during such visits and strictly for the purpose of ensuring compliance as foresaid, to access any and all of its computers, systems, software and materials. In this regard, WeBill will not access data which is not related to the purpose of the visit.

5.6. **Training.** WeBill shall, in accordance with WeBill's current policies and procedures, provide reasonable training for the VAR and, where so required, for the VAR's Personnel on a train the trainer basis. The training will be held at a location of WeBill's choice within the Republic of South Africa or virtually, whichever is most suitable to the parties. All travel and subsistence costs in respect of the training of the VAR and its Personnel shall be for the VAR's account.

#### 6. THE SOFTWARE

6.1. **Subscription Agreement.** Each Prospective Customer shall be required to conclude a Subscription Agreement directly with WeBill and thereby licence the Software directly from WeBill (pursuant to which it shall become a Customer of WeBill). If requested to do so by WeBill, the VAR will ensure that a copy of the Subscription Agreement is made available to the Customer and/or Prospective Customers, as applicable, in a manner determined by WeBill.

6.2. **Intellectual Property rights.** The VAR shall use best endeavours to safeguard the Intellectual Property Rights of WeBill and to report promptly to WeBill any third party claim relating to the Intellectual Property Rights after such claim comes to the attention of the VAR, directly or indirectly. The VAR shall co-operate with WeBill in any enforcement or other protective action taken by WeBill and report to WeBill any breaches or suspected breaches of the Subscription Agreement by Customers which could adversely affect WeBill's Intellectual Property Rights and the WeBill Technology.

6.3. **Restrictions.** The VAR shall not:

6.3.1. grant access to, or knowingly permit access to be granted to, any part of the Software to any person other than a duly authorised Customer pursuant to a Subscription Agreement concluded with WeBill;

6.3.2. copy, translate, modify, adapt, decompile, disassemble or reverse engineer the Software (whether in whole or in part); or

6.3.3. merge or combine the whole or any part of the Software with any other computer software or materials.

6.4. **Discontinuance.** WeBill may, without liability to the VAR, discontinue provision of the Software (either in whole or in part) according to WeBill's normal procedures. WeBill may in its discretion offer to substitute other WeBill products and/or services, as the case may be. Unless otherwise agreed by WeBill and the VAR in writing, the substituted products and/or services shall be sufficient under the terms of the Agreement.

6.5. **No lien.** The VAR has no rights to any lien or other right of retention or security interest in the Software (either in whole or in part).

#### 7. SERVICES

7.1. **Provision of Services.** The VAR shall provide Services directly to the Customer using its best endeavours and, at least in accordance with the Service Levels contained in **Annexure "C"** and to the reasonable satisfaction of WeBill.

7.2. **Location of Services.** Where possible, the VAR may provide Services telephonically through the Call Centre Seat Where the nature of the Services required by a given Customer is such that this is not possible or practicable, the VAR shall provide the Services at the Customer's premises in the Territory. All costs directly and indirectly incurred by the VAR in providing Services (including, without limitation, travel and telecommunication costs) shall be for the VAR's account.

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7.3. **Training.** Unless otherwise stated in a Site Sheet, the VAR shall provide sufficient training to the Customer and its Personnel to enable the Customer to make productive use of the Software. Unless otherwise agreed by the Customer, the training will be held at the Customer's premises or online within the Territory. All travel and subsistence costs in respect of the training of the Customer and its Personnel shall be for the VAR's account. WeBill may assist the VAR with such training to such extent as WeBill, in its sole discretion, determines reasonable and necessary in the circumstances. The VAR may charge the Customer directly for training at the rates to be approved by WeBill.

7.4. **VAR terms.** VAR shall ensure that the terms and conditions on which it provides Services to Customers are in accordance with the service levels contained in **Annexure "C"**. Any failure by VAR to provide Services to its Customers in accordance with the Service Levels, shall constitute a material breach of the Agreement which may entitle WeBill to terminate any Agreement concluded with the VAR. For the avoidance of doubt, the VAR may not conclude any commercial agreements with the Customer unless otherwise agreed to in writing by WeBill.

**8. RESTRICTIONS**

The VAR and its Personnel shall not:

- 8.1. conclude any contract or order or sign any documentation on behalf of WeBill;
- 8.2. licence or purport to licence the Software to any Customers;
- 8.3. canvass or solicit orders for the Software or Services from any third party outside the Territory, however, if approved by WeBill in writing, the VAR will be entitled to generate leads outside of the Territory;
- 8.4. pledge or purport to pledge WeBill's credit in any way, or bind WeBill in any manner to any obligation or undertaking including, without limitation, to any terms of a warranty (whether related to workmanship, materials, quality, durability or fitness for any purpose or otherwise) without the prior written consent of WeBill;
- 8.5. form any company or business incorporating in its name the name "WeBill" (or any like or similar name) or any of WeBill's Intellectual Property or in any other way use the same without obtaining the prior written consent of WeBill;
- 8.6. represent the Software as having different characteristics from those described by WeBill in its relevant literature, nor give any guarantee or warranty in respect of the Software;
- 8.7. provide quotations on their own letterheads or stationary or quotations that were generated by the VAR using WeBill's stationary obtained from WeBill or on WeBill's letterhead or in WeBill's name in respect of any products or services whereby it is purported that the VAR had done so on the ostensible authority of WeBill. For the avoidance of doubt, quotations may only be provided by the VAR to Customers that were prepared and rendered by WeBill to the VAR;
- 8.8. provide quotations for or attempt to license the Software at a price other than as calculated on WeBill's then-current pricing model and/or as indicated on WeBill's then-current price list without WeBill's prior express written approval; and
- 8.9. in addition to the restrictions contained in **clause 19**, for the duration of the VAR Agreement and for a period of **24 (twenty-four) months** after termination of all Agreements concluded pursuant thereto, without the prior written consent of WeBill, directly or indirectly, represent, manufacture, sell, market, distribute or otherwise provide any products or services which compete with or are the same as or similar to the Software.

**9. OBLIGATIONS OF THE VAR**

The VAR shall:

- 9.1. have in depth knowledge of the utility meter industry and the Services. This includes without limitation an understanding of

the technical specifications, capabilities and applications of the Software;

- 9.2. apply, in relation to the manner in which the Services are to be rendered, the standards, practices, methods and procedures conforming to applicable laws, and exercising that degree of skill, care, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person engaged under similar circumstances;
- 9.3. provide WeBill with an annual business plan (incorporating an updated roll-out plan to Prospective Customers) before the end of March of each year for the duration of this VAR Agreement;
- 9.4. meet the annual Target as provided for in **Annexure "B"** attached hereto
- 9.5. meet the Service Levels imposed by WeBill from time to time as provided for in **Annexure "C"** attached hereto;
- 9.6. cause its best efforts and facilities to establish, maintain and increase sales of licences of the Software in the Territory to the extent practicable by all usual, legal and ethical means, including, but not limited to, personal solicitation, demonstration of the Software and of the promotional materials;
- 9.7. furnish to WeBill, at quarterly intervals or at such less or more frequent intervals as WeBill may require in writing, forecasts in writing of expected orders of the Software during the period to which each such forecast relates;
- 9.8. ensure that it communicates to WeBill through such means as required by WeBill from time to time all:
  - 9.8.1. prospective leads and new or Prospective Customers adding additional Sites to existing Customer Accounts; and
  - 9.8.2. marketing activities with such Prospective Customers;
- 9.9. act in accordance with the WeBill Policies and WeBill's directions from time to time (including without limitation as they may relate to the processing of personal information);
- 9.10. promptly and timeously respond to all enquiries and complaints from the Customer in accordance with the Service Levels imposed by WeBill from time to time and promptly process all orders and ensure that it maintains the necessary resources to be able to fulfil this function;
- 9.11. facilitate the licensing of the Software by the Customer from WeBill in the Territory (on the basis set out in **clause 6.1** above) with such names, Trademarks, copyright notices, labels and other markings supplied by WeBill or as directed by WeBill;
- 9.12. promptly bring to the notice of WeBill any information received by it which is likely to be of interest, use or benefit to WeBill in relation to the marketing of the Software in the Territory or elsewhere;
- 9.13. immediately bring to the attention of WeBill in writing any and all infringements, imitations, illegal use or misuse, improper use or wrongful use of the Software or of the patents, WeBill Intellectual Property Rights, WeBill Technology, any hardware interacting with or otherwise used in conjunction with the Software, emblems, designs, models or other proprietary rights of WeBill, its licensors or suppliers which come to the VAR's notice;
- 9.14. be required to immediately register any opportunity in respect of any Prospective Customer in the Territory with WeBill upon becoming aware thereof by such means as determined by WeBill from time to time, and in any event in writing, before pursuing such opportunity. If neither WeBill nor any another value-added reseller appointed by WeBill have been engaging with such Prospective Customer, the VAR shall, subject to WeBill's written confirmation, be permitted to pursue such opportunity on the terms and conditions of this Agreement. If WeBill has been engaging with such Prospective Customer, the VAR may not continue pursuing the opportunity, unless otherwise agreed by WeBill; and

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9.15. if specifically requested by WeBill in writing, be required to engage with other existing WeBill customers, and to perform such obligations in respect of such customers, as directed by WeBill on a case-by-case basis. For the avoidance of doubt, in such cases, the VAR shall be required to conclude a separate Site Sheet in relation to that other Customer;

9.16. maintain records of sales, leads and customer interaction as reasonably required by WeBill from time to time, which will assist with tracking performance of the VAR.

**10. ANNUAL REVIEW AND SALES TARGETS**

10.1. **Review.** WeBill shall be entitled to review the Agreement(s) and the VAR's performance on the Targets thereunder during the first month of each new year. Following such review, and if required by WeBill, the Parties will negotiate and agree on annual Targets that will apply to a subsequent year (if any) and will be added to **Annexure "B"** for that year.

10.2. **Targets.** The VAR shall use its best endeavours to achieve the annual Targets agreed between the Parties in writing ("**Targets**") in **Annexure "B"**. Should the VAR fail to meet the Annual Targets in any given year, or should the parties be unable to agree on the annual Target applicable to any subsequent year, the VAR may be prohibited to onboard new Customers and/or Sites. The VAR's services may be restricted to the servicing of their existing Clients or Sites. The VAR will be required to provide to WeBill in a written format determined by WeBill from time to time, a progress report addressing the performance of meeting its annual targets.

10.3. Any change to agreed annual Targets will be agreed to between both parties, reduced to writing and included as an amendment to **Annexure "B"** for that particular year.

**11. FEES AND PAYMENT**

11.1. **Fees.** The VAR acknowledges and accepts that the VAR Rate to be paid by WeBill to the VAR in terms of the Agreement are exclusively derived from the Qualifying Charges generated and the Qualifying Income received by WeBill from the Customer Invoice on a monthly basis. For the avoidance of doubt, the VAR will not be entitled to any other fees, payments, disbursements or credits related to the Customer, other than the percentage defined in the VAR Rate, being **18% (Eighteen Percent)** (excluding VAT) of the Qualifying Income (excluding VAT) received for each calendar month. Furthermore, for the avoidance of any doubt, the Agreement does not entitle the VAR to claim any fee, payment, disbursement or credit for revenue or income generated from any WeBill customer who is not a Customer.

11.2. **Purchase Order.** On or shortly after the first day of each calendar month, WeBill will generate a consolidated VAR Purchase Order which will detail the total VAR Rate to be paid by WeBill to the VAR in respect of the Qualifying Income received during the preceding month pursuant to all then-current Agreements. Unless otherwise agreed:

11.2.1. the VAR Rate due to the VAR as a result of an Agreement will appear as a line item on the VAR Purchase Order;

11.2.2. each line item on the VAR Purchase Order will detail the total VAR Rate to be paid to the VAR per Agreement exclusive of VAT (hereinafter "Purchase Order Amount");

11.2.3. each VAR Purchase Order will have a unique reference number and include the date issued, the name of the VAR, the line items (depicting the Qualifying Charges less the Qualifying Income received), and the Customer's name;

11.2.4. VAR Purchase Order line items will only be calculated on the Qualifying Income (which includes Arrear Payments) in any given calendar month.

11.3. For illustrative purposes only, please refer to **Annexure "D"** depicting various VAR remuneration scenarios which may apply from time to time.

11.4. **VAR invoice.** On receipt of the VAR Purchase Order, the VAR must issue an invoice to WeBill for the Purchase Order

Amount and must quote the relevant VAR Purchase Order reference number on the invoice. If applicable, the VAR will add Value Added Tax (VAT) to the Purchase Order Amount.

11.5. **Payment.** WeBill shall make payment of the VAR's invoice by EFT to the VAR's bank account designated in **Annexure "A"** within **10 (ten) Business Days** of receipt of a valid and undisputed invoice by WeBill.

11.6. **Invoice dispute.** In the event that VAR disputes any VAR Purchase Order (or any part thereof), VAR must notify WeBill of such dispute in writing within **10 (ten) Business Days** of receipt of the VAR Purchase Order. WeBill system data will constitute prima facie evidence of the Purchase Order Amounts unless the VAR can prove to the reasonable satisfaction of WeBill that these amounts were calculated incorrectly by WeBill. In the event of the dispute being resolved prior to the VAR issuing its invoice or prior to WeBill making paying in respect of such invoice, WeBill will issue a new VAR Purchase Order for the month, where appropriate. In the event of the dispute being resolved after payment of the invoice issued in respect of the disputed VAR Purchase Order has been made, WeBill will generate a VAR Purchase Order adjustment where appropriate and the VAR will issue an invoice based on such adjustment. All disputes will be dealt with in accordance with the dispute resolution process detailed in **clause 22** of this Agreement.

11.7. **No obligation to reimburse.** WeBill is under no obligation or requirement to reimburse the VAR for any amounts or expenses incurred by the VAR and/or its Personnel in performing its obligations under the Agreement or arising out of its activities under the Agreement.

11.8. **Termination of Fees.** For the avoidance of doubt, and notwithstanding anything to the contrary contained herein, WeBill shall no longer be required to pay, and VAR shall not be entitled to claim, any fees or payments where the Agreement has been terminated or suspended by WeBill due to the following respective reasons, including, but not limited to:

11.8.1. upon termination of any Agreement pursuant to **clause 21.1**,

11.8.2. the provisions of **clauses 21.3**, as a result of any of the factors outlined therein; or

11.8.3. Consequently, if VAR Purchase Orders are generated for the VAR post termination of such terminated Agreement, the VAR Purchase Order will not include a line item in respect of any fees that would have accrued to the VAR beyond such terminated period.

11.9. **Fees Payable to Substituted VAR.** The provisions of **clause 4.3** above shall apply where remuneration accrues to the Substituted VAR.

**12. RECORDS AND STATEMENTS**

12.1. **Up-to-date records.** The VAR accepts that all the WeBill transactions related to the Customer as reported from the WeBill system are deemed prima facie accurate unless proven otherwise by the VAR.

12.2. **Right to audit.** The VAR shall allow WeBill and/or any auditors appointed by WeBill at any time on reasonable notice, to have access to the VAR's records in order to audit, for the purpose of verifying the truthfulness, correctness and accuracy of any of the information contained in them and any of the information provided to WeBill by the VAR in terms of the Agreement.

12.3. **Results.** If an audit carried out under **clause 12.2** above reveals overpayment by WeBill of any Fees to the VAR, then the VAR (without prejudice to any other rights or remedies WeBill may have) shall:

12.3.1. immediately make good any such overpayment. All adjustment sums shall accrue interest at the rate of **2% (two percent)** above the prime overdraft rate (percent, per annum) charged by WeBill's then-current bankers from time to time, as evidenced by any manager of the bank, whose authority it

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shall not be necessary to prove, and shall be calculated from the date after such payment was due until the date such payment is made; and

- 12.3.2. bear the costs in connection with the audit (including professional advisers' fees and expenses) if the audit reveals an overpayment of the fees by WeBill of **5% (five percent)** or more in respect of the relevant period.

**13. PROVISION OF ADDITIONAL SERVICES BY WEBILL**

The VAR may from time to time request WeBill to provide services other than those services or obligations of WeBill as specifically set out in the Agreement ("**Additional Services**"). WeBill reserves the right not to provide such Additional Services. If WeBill agrees to provide such Additional Services, it shall do so in accordance with the terms and conditions of its then-current services agreement applicable in the Territory and on a time-and-materials basis at its then-current rates, unless otherwise agreed between the Parties in writing.

**14. INTELLECTUAL PROPERTY**

- 14.1. **Existing material.** All right, title and ownership of any code, forms, algorithms or materials developed by or for WeBill or the VAR independently and outside of the VAR Agreement and provided during the course of the Parties' engagement ("**Existing Material**") shall remain the sole property of the Party providing the Existing Material.

- 14.2. **Developments and improvements.** All right, title and interest, including all rights under all copyright, patent and other intellectual property laws, in and to any developments, additions or improvements to the Software or the WeBill Technology arising from VAR providing Services or otherwise dealing with any Customer shall vest exclusively in WeBill and the VAR shall take all steps and sign all documents (upon demand) to give effect to the provisions of this clause.

- 14.3. **Retention of rights.** WeBill has created, acquired or otherwise obtained rights in the WeBill Technology and notwithstanding anything contained in the VAR Agreement, WeBill will own all right, title and interest, including all rights under all copyright, patent and other intellectual property laws, in and to the WeBill Technology. Nothing in the Agreement shall have the effect of transferring (in whole or in part) ownership of the Software or the WeBill Technology to the VAR or any third party.

**15. USE OF TRADEMARKS**

- 15.1. **Trademarks are property of WeBill.** The VAR acknowledges (i) WeBill's (or, as the case may be, its licensors' or suppliers') right, title and interest in the Trademarks; and (ii) that the Trademarks are therefore the property of WeBill (or, as the case may be, its licensors or suppliers); and (iii) that, in connection with any reference to the Trademarks, the VAR shall not in any manner represent that it possesses any ownership interest in the Trademarks or the registration thereof, nor shall any action taken by the VAR or on the VAR's behalf create in the VAR's favour any right, title or interest in and to the Trademarks. The VAR undertakes not to claim or to seek to obtain any right, title and interest in or in relation to any such Trademark other than such rights as are provided by this VAR Agreement or any Site Sheet and shall not do, or cause to be done, any acts or things contesting or in any way impairing or threatening to impair any of WeBill's (or, as the case may be, its licensors' or suppliers') right, title and interest in and to the Trademarks. All goodwill arising from use of the Trademarks by the VAR will inure for the sole benefit of WeBill. If WeBill wishes to obtain or keep such Trademarks as registered Trademarks in the Territory, the VAR will, at WeBill's expense, do everything necessary to assist WeBill in so doing.

- 15.2. **Use.** WeBill may provide the VAR with the Trademark artwork for marketing purposes in terms of this VAR Agreement. If the VAR is granted written permission from WeBill to use any Trademark, WeBill hereby grants to the VAR a non-exclusive, non-transferable, royalty-free, personal sub-license to use the Trademark only during the term of this VAR Agreement or any Site Sheet, and other

conditions herein, and solely in connection with this VAR Agreement. All rights not expressly granted herein are reserved by WeBill and may be withdrawn at any time by WeBill. The VAR will not use the Trademarks in any manner that will diminish or otherwise damage WeBill's goodwill in the Trademarks. The VAR agrees to fully correct and remedy any deficiencies in its use of the Trademarks, upon receipt of notice from WeBill. The VAR agrees that it will comply with any and all applicable laws and regulations, WeBill's marketing and other requirements and corporate identity controls pertaining to the Trademarks. The VAR must not use the Trademarks, or any trademarks similar to the Trademarks, without the prior written approval from WeBill.

- 15.3. **Termination.** Upon termination for any reason of all Agreements hereunder or when requested by WeBill in writing, the VAR shall forthwith cease to use all the Trademarks and shall forthwith return to WeBill all materials containing the same.

**16. LIMITATION OF LIABILITY**

- 16.1. **Maximum liability.** To the extent permitted by applicable law, regardless of the form (whether in contract, tort, delict or any other legal theory) in which any legal action may be brought, WeBill's maximum liability for direct damages for anything giving rise to any legal action shall be an amount equal to the total Fees already paid or due and payable in respect of the Agreement in respect of which the claim relates in the **12 (twelve) month** period immediately preceding the date on which the damages arose.

- 16.2. **Consequential damages.** WeBill shall not be liable for any indirect or consequential loss or damages, including without limitation, loss of business, data, profits, revenue or anticipated savings howsoever arising, suffered by the VAR and arising in any way in connection with this VAR Agreement or any Site Sheet or the termination of this VAR Agreement or any Site Sheet or for any liability of VAR to any third party.

- 16.3. **Exclusions.** The limitation contained in this **clause 16** shall not apply to any breach by a Party of the other Party's proprietary or confidential information or intellectual property, or damages arising from a Party's wilful misconduct (including theft, fraud or other criminal act) or gross negligence.

- 16.4. **WeBill not liable for default.** WeBill shall not be liable for any loss or damage of whatsoever nature suffered by the VAR arising out of or in connection with any breach of this VAR Agreement or any Site Sheet by the VAR or any act, misrepresentation, error or omission made by or on behalf of the VAR or its Personnel.

**17. WARRANTIES**

- 17.1. **Software warranty.** The warranties, if any, that are provided in the WeBill Subscription Agreement will apply to the Software.

- 17.2. **Disclaimer.** Except for the above warranties given in this **clause 17**, WeBill makes no warranties or conditions, whether express, implied or statutory regarding or relating to the Software or any other materials or services furnished or provided pursuant to this VAR Agreement. WeBill specifically disclaims all implied warranties of merchantability and fitness for a particular purpose and use with respect to the Software, any other materials and services.

- 17.3. **Information only.** All brochures, booklets, catalogues, trade pamphlets, advertising material or other documentation issued by WeBill in respect of the Software are for information only, and do not constitute warranties, representations or undertakings in respect of the Software.

- 17.4. **VAR not to give additional warranties.** The VAR shall not make any representation or give any warranty in respect of the Software, other than those contained in the Subscription Agreement.

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- 17.5. **VAR warranties.** The VAR warrants and represents that it -
  - 17.5.1. is free to enter into and perform its obligations in terms of this VAR Agreement and each Site Sheet as well as the Service Levels outlined in **Annexure "C"**;
  - 17.5.2. shall use its best efforts to market and sell the Software and the Services;
  - 17.5.3. shall accurately represent the Software and the Services to each Customer and Prospective Customer;
  - 17.5.4. shall provide the Services in accordance with the terms and conditions of this VAR Agreement and the applicable Site Sheet; and
  - 17.5.5. shall comply with all applicable laws, rules, regulations and court orders (including without limitation, data protection laws) relating to its appointment under this VAR Agreement and each subsequent Site Sheet and the marketing of the Software and the Services.
- 17.6. **VAR Indemnification.** The VAR hereby indemnifies and holds harmless WeBill, its directors, officers and employees from and against any and all claims, damages, losses, liabilities, costs and expenses arising out of the breach of any warranty given by it to WeBill or a breach of any of the VAR's obligations under this VAR Agreement.

**18. CONFIDENTIALITY**

- 18.1. **Hold in confidence.** The VAR shall hold in confidence all Confidential Information received from WeBill, and shall not divulge the Confidential Information to any person.
- 18.2. **Prevent disclosure.** The VAR shall prevent disclosure of the Confidential Information, except as may be required by law.
- 18.3. **Return or destroy.** Within **7 (seven) days** after the termination of all Agreements for whatsoever cause and howsoever arising, the VAR shall return the Confidential Information, or at the discretion of WeBill, destroy such Confidential Information, and shall not retain copies, samples or excerpts thereof.
- 18.4. **Exclusions.** It is recorded that the following information will not, for the purpose of this VAR Agreement or any Site Sheet, be considered to be Confidential Information –
  - 18.4.1. information known to the VAR prior to the date that it was received from WeBill;
  - 18.4.2. information known to the public or generally available to the public, prior to the date that it was disclosed by WeBill to the VAR;
  - 18.4.3. information that becomes known to the public, or becomes generally available to the public subsequent to the date that it was disclosed by WeBill to the VAR, through no act or failure to act on the part of the VAR; and
  - 18.4.4. information that WeBill authorises the VAR in writing to disclose.
- 18.5. **Other confidentiality and non-disclosure agreements.** The VAR's obligations in terms of this clause are in addition to any other obligations that the VAR may have in terms of other confidentiality and non-disclosure agreements with WeBill.
- 18.6. **Privacy and protection of personal information.**
  - 18.6.1. **General.**
    - 18.6.1.1. WeBill and VAR are each responsible for complying with their respective obligations under applicable privacy and protection of personal information laws governing personal information (as it is defined in such applicable laws) ("**Personal Data**").
    - 18.6.1.2. WeBill and VAR each acknowledge that it is not investigating the steps the other is taking to comply with any applicable privacy and protection of personal information laws.
  - 18.6.2. **Indemnity.** VAR hereby indemnifies and holds WeBill harmless from any claim, damages, penalty or fine as a result of VAR failing to comply with its obligations under this

**clause 18.6**, including all legal costs incurred on an attorney-and-own-client basis.

- 18.6.3. **Access.** On either Party's reasonable written request, the other Party will provide the requesting Party with the information that it has regarding Personal Data and its processing that is necessary to enable the requesting Party to comply with its obligations under this clause and the applicable privacy, protection of personal information and access to information laws. The requesting Party will reimburse the other Party for its reasonable charges for such assistance.
- 18.6.4. **Preservation of integrity of Personal Data.** Both Parties shall take reasonable precautions (having regard to the nature of their obligations pursuant to this VAR Agreement) to preserve the integrity of Personal Data and to prevent any unauthorised access, corruption or loss of Personal Data.
- 18.6.5. **Return of data.** On termination of all Agreements hereunder, each Party shall return to the other Party in the form in which it was received all of the other Party's data or information provided to the Party for the purpose of the performance of the Agreement(s).
- 18.7. **Personnel.** The VAR shall ensure that its Personnel provide the same confidentiality undertakings as that provided by the VAR to WeBill under this **clause 18**.

**19. NON-SOLICITATION**

The VAR shall not during the currency of this VAR Agreement nor for a period of **24 (twenty-four) months** following the termination of all of the Agreements concluded pursuant hereto, directly or indirectly solicit or offer employment to any Personnel of WeBill who are employed by WeBill during the currency of the engagement between the Parties or were employed by WeBill at the date of termination of the Agreements, and shall not employ or contract in any manner with any such Personnel of WeBill.

**20. RELATIONSHIP OF THE PARTIES**

Neither this VAR Agreement nor any Site Sheet constitutes the VAR as WeBill's employee or partner for any purpose whatsoever. The VAR shall be entitled to describe itself as an authorised VAR of the Software and the Services, subject to the provisions of this VAR Agreement, but shall not in any way describe or hold itself out as the agent of WeBill or WeBill's licensors or suppliers for any other purpose and shall have no authority or right (whether express or implied) to bind, assume or create any obligations for, enter into any contract on behalf of, collect any money for or bring any action in a court of law on behalf of WeBill or its licensors or suppliers in any manner whatsoever.

**21. TERMINATION**

- 21.1. **Breach.** Either Party may on written notice terminate this VAR Agreement forthwith if:
  - 21.1.1. the other Party is in breach of any material term of the Agreement and has not remedied such breach **within 7 (seven) calendar days** of the date of written notice requiring it to do so.
- 21.2. **WeBill's right of termination by 30 (thirty) calendar days' notice.** In the event of a Change in Control of WeBill as defined in **clause 2.1.10** above, WeBill shall be entitled to terminate this Agreement by providing the VAR with **30 (thirty) calendar days'** written notice of termination. Upon the expiration of the **30 (thirty) calendar days'** notice period, this Agreement shall terminate and neither party shall have any further obligations to the other under this Agreement, except for those that by their nature are intended to survive termination.
- 21.3. **Immediate termination of the VAR Agreement.** Notwithstanding anything to the contrary contained in the VAR Agreement, WeBill shall be entitled to terminate or suspend an Agreement, in whole or in part, forthwith on written notice to the VAR without liability to pay any further compensation therefore as at the termination or suspension date, if:

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- 21.3.1. any order shall be made or resolution passed for the winding up of the other Party (except for the purposes of amalgamation or reconstruction) or the party entering into business rescue proceedings; or
- 21.3.2. the other Party shall become insolvent, commit any act of insolvency or shall enter into any composition or arrangement with its creditors or shall cease or threaten to cease to carry on business.
- 21.3.3. the control or ownership of the VAR changes from that in effect at the commencement date of this VAR Agreement;
- 21.3.4. the VAR assigns or sub-contracts or sub-licenses its rights and obligations under this VAR Agreement or any Site Sheet save as provided herein;
- 21.3.5. the VAR does or suffers to be done anything or undergoes any change which might prejudice WeBill's (or its licensors' or suppliers') rights under this VAR Agreement or any Site Sheet, or which might cause WeBill to suffer any loss or damage, or which might bring WeBill name, goodwill or reputation into disrepute;
- 21.3.6. the VAR attempts to directly licence or sub-licence the Software to a Customer;
- 21.3.7. the VAR or any of its Personnel or subcontractors (whether permitted by WeBill or not) or breach any applicable laws, regulations or the like; or
- 21.3.8. Any of the director/s of the VAR becomes disqualified from acting as a director of the VAR as prescribed by Section 69 of the Companies Act, 2008 (as amended);
- 21.3.9. Any director/s, officer, personnel or authorised representative of the VAR are found guilty of or reasonably suspected of being involved in any:
  - 21.3.9.1. criminal activities
  - 21.3.9.2. acts of dishonesty,
  - 21.3.9.3. corruption,
  - 21.3.9.4. bribery,
  - 21.3.9.5. money laundering,
  - 21.3.9.6. financing of terrorism,
  - 21.3.9.7. child labour, or
  - 21.3.9.8. any other conduct deemed morally or ethically reprehensible, which decision to terminate or suspend shall be at the sole discretion of WeBill.
- 21.4. **Termination of a Site:**
  - 21.4.1. Should the VAR fail to meet its required Service Levels for a particular Site and fails to remediate such inadequate Service Levels within the period prescribed by WeBill, the VAR's right to VAR remuneration for that Site may be terminated by WeBill, which would disqualify the VAR from earning any Qualifying Income generated from that particular Site. For the avoidance of doubt, the termination of a Site will not impact the provisions of this VAR Agreement.
- 21.5. **VAR's right to termination:** The VAR may cancel this Agreement by giving to WeBill **1 (One) months'** prior written notice. In such event, the VAR shall only become entitled to the VAR Rate up to and including the date of termination and will forfeit any and all rights, claims or demands for remuneration beyond the termination date and waives any rights, claims or demands to an alleged expectancy of future income in full. Simultaneously, all its Sites and Customers managed by the VAR immediately prior to the date of termination, will be allocated to WeBill, alternatively other VAR's appointed by WeBill in its sole discretion, from which date, the newly appointed VAR will become entitled to such remuneration emanating from the services.
- 21.6. **Duties on termination.** In the event that all Agreements herein expire and/or are terminated, for whatever reason -
  - 21.6.1. all unfulfilled orders of Prospective Customers will be furnished in writing to WeBill, who will be entitled, but not obliged, to fulfil such orders;
  - 21.6.2. the VAR shall at its own expense forthwith, remove all signs whether from its premises, vehicles or elsewhere, which

- display or indicate any connection, affiliation or association with the name of WeBill or which refer in any way to any of the Trademarks;
- 21.6.3. the VAR shall return all advertising and promotional matter, stationery, printed material or the like featuring any Trademark or description of any sort which it obtained from, or was authorised to use by WeBill;
- 21.6.4. the VAR shall not, by any act or omission, do anything which could prejudice WeBill's name, image, business prospects or interest in any way with any Customer and/or potential Customer;
- 21.6.5. the VAR will forthwith deliver to WeBill any software and materials that are the property of WeBill and WeBill may enter any premises and recover possession of and remove such software and materials.
- 21.6.6. The VAR's access privileges to the Call Centre Seat will be revoked and all open Call Centre tickets assigned to the VAR will be reassigned to WeBill, alternatively the substituted VAR. Furthermore, the VAR will cease to use and advertise the Call Centre phone number/s on all VAR websites, brochures, business cards, manuals or publications, digital or not, of any nature.
- 21.7. **Rights to damages.** The exercise by any Party of the rights of termination under this **clause 21** will not prejudice any right of either Party to damages or other rights or remedies in respect of the default giving rise to such termination or in respect of any rights or obligations already accrued under this VAR Agreement or any Site Sheet, as appropriate, at the date of termination.
- 21.8. **No liability on termination.** WeBill will not be liable to the VAR for any compensation, reimbursement for investments or expenses, loss of profits, goodwill or otherwise arising as a result of the termination or expiration of this VAR Agreement or any Site Sheet for any reason.

## 22. ARBITRATION AND DISPUTE RESOLUTION

- 22.1. **Negotiations.** If a dispute of any nature arises between the Parties, including in regard to the interpretation of, the effect of, the Parties' respective rights or obligations hereunder, a breach of and/or the termination of this VAR Agreement or any Agreement, then, upon written request of either Party, each Party shall appoint a senior representative whose task it shall be to meet for the purposes of resolving such dispute. Such representatives shall discuss the matter in dispute and negotiate in good faith in an effort to resolve the dispute on amicable terms within **14 (fourteen) calendar days**.
- 22.2. **Mediation.** Should the dispute remain unresolved following such period, the Parties agree that they shall submit the dispute to mediation to a mediator identified and contracted jointly by the Parties. If the matter remains unresolved for a period in excess of **15 (fifteen) calendar days** from the date on which either Party requested submission to a mediator (or such longer period as may be agreed between the Parties), such dispute shall be resolved by way of private arbitration, as set out below.
- 22.3. **Arbitration.** Any dispute that may arise at any time between the Parties relating to any matter arising out of this Agreement or the interpretation thereof, shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa or its successors in title ("**AFSA**") by an arbitrator or arbitrators appointed by AFSA.
- 22.4. **Demand for arbitration.** Either Party may demand that a dispute be referred to expedited arbitration by giving written notice to that effect to the other Party.
- 22.5. **Interim relief.** This clause shall not preclude either Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 22.6. **Location.** The arbitration referred to in **clause 22.1** shall be held at Johannesburg in the English language, immediately

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and with a view to its being completed expeditiously within **21 (twenty one) calendar days** after it is demanded.

- 22.7. **Decision binding.** The Parties irrevocably agree that the decision in arbitration proceedings shall be final and binding upon the Parties, shall be carried into effect and may be made an order of any court of competent jurisdiction.
- 22.8. **Survival.** This **clause 22** is severable from the rest of this VAR Agreement and shall remain valid and binding on the Parties notwithstanding any termination or expiration of this VAR Agreement.

**23. NOTICES**

- 23.1. **Addresses.** The Parties hereby choose *domicilia citandi et executandi* (referred to herein as a Party's "**domicilium**") for all purposes under these terms the physical addresses set out on the cover sheet.
- 23.2. **Change of Address.** Either Party may, on written notice to the other, change its domicilium to any other physical address and its e-mail address to any other number, provided that such change shall take **effect 14 (fourteen) calendar days** after receipt or deemed receipt of such written notice.
- 23.3. **Deemed Receipt.** Any notice to be given by either Party to the other shall be deemed to have been duly received by the other Party -
  - 23.3.1. if delivered to the addressee's domicilium by hand during Business Hours on a Business Day, on the date of delivery thereof, or
  - 23.3.2. if sent by e-mail to the addressee on the first Business Day following the date of sending thereof, subject to receipt of a read receipt or in the absence of any error message.
- 23.4. **Notice actually received.** Notwithstanding anything to the contrary stated above, if a notice or communication is actually received by a Party, adequate notice or communication shall have been given, even though it was not delivered in a manner described above.

**24. FORCE MAJEURE**

- 24.1. **Parties not liable for force majeure.** Neither Party shall be liable for any failure to fulfil its obligations under this VAR Agreement and/or any Site Sheet if and to the extent that such failure is caused by any circumstances beyond its reasonable control, including, but not limited to flood, fire, earthquake, war, tempest, hurricane, industrial action, strikes, government restrictions, riots, interference by civil or military authorities, compliance with governmental, provincial or municipal laws, regulations, requests or policy, inability to secure governmental, provincial or municipal permission or acts of God.
- 24.2. **Party affected to notify other Party.** Should any event of force majeure arise, the affected Party shall notify the other Party immediately and without delay and the Parties shall meet within **24 (twenty four) hours** of such notice to negotiate in good faith alternative methods of fulfilling its obligations in terms of this VAR Agreement and/or the relevant Site Sheet, as applicable.
- 24.3. **Right to terminate.** Should either Party be unable to fulfil a material part of its obligations under this VAR Agreement and/or a Site Sheet for a period of **1 (one) week** due to circumstances of force majeure, the other Party may at its sole discretion cancel the affected Agreement(s) forthwith by written notice delivered to the other.

**25. ANTI-BRIBERY AND CORRUPT OR UNETHICAL OR IMMORAL PRACTICES**

Each Party hereby represents, covenants and warrants that it shall not:

- 25.1. violate any applicable laws including (without limitation) any laws relating to anti-corruption, anti-bribery, financing of terrorist activities, child labour, and money laundering (any such violation being a material breach of these terms), and shall promptly notify the other Party in writing in the event of any actual or alleged violation of such laws;
- 25.2. violate any policies of a Party relating to anti-corruption, anti-bribery and money laundering (any such violation being a material breach of these terms), and shall promptly notify the other Party in writing in the event of any actual or alleged violation of such policies; and
- 25.3. during the term of an Agreement, nor shall any of its directors, officers or employees, engage (or cause another party to engage) in any activity that is, or is reasonably likely to be, in breach of **clause 25.1** or **clause 25.2**.

**26. GENERAL**

- 26.1. **Entire Agreement.** This VAR Agreement, as read with the relevant Site Sheets, constitutes the entire agreement between WeBill and the VAR in respect of the subject matter hereof.
- 26.2. **Variation.** No amendment or modification to this clause, or the VAR Agreement or any Annexure hereto shall be effective unless in writing and signed by authorised signatories of both WeBill and the VAR.
- 26.3. **Waiver.** No granting of time or forbearance shall be or be deemed to be a waiver of any term or condition of this VAR Agreement or the Site Sheet, as applicable, and no waiver of any breach shall operate as a waiver of any continuing or subsequent breach.
- 26.4. **Applicable law.** This VAR Agreement and each Agreement concluded pursuant thereto shall be governed and construed in accordance with the laws of the Republic of South Africa.
- 26.5. **Costs.** Each Party shall be responsible for its own legal and other costs relating to the negotiation of these terms.
- 26.6. **Publicity.** VAR will not make or issue any formal or informal announcement or statement to the media in connection with their engagement, this VAR Agreement or any Site Sheet without the prior written consent of WeBill.
- 26.7. **Assignment.** WeBill is entitled to cede, assign, transfer or otherwise make over (collectively "**Cession**"), without the consent of or notice to the VAR, all or any of WeBill's rights under or pursuant to this VAR Agreement to any other person or entity. The VAR hereby undertakes to accept the Cession and to acknowledge the rights of the cessionary in terms of this clause and the terms and conditions hereof. The VAR may not cede, assign, transfer or make over this VAR Agreement, any Site Sheet, or any part thereof, without WeBill's prior written consent. This prohibition will extend to the appointment of any Subcontractors which the VAR wish to appoint.
- 26.8. **Warranty of authority.** Each Party warrants to the other Party that it has the power, authority and legal right to sign and perform this VAR Agreement and each Site Sheet and that this VAR Agreement and each subsequent Site Sheet has been or shall be duly authorised by all the necessary actions of its directors and constitutes valid and binding obligations on it in accordance with these terms.
- 26.9. **Counterparts.** This VAR Agreement and each Site Sheet may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages (and the Parties will follow such delivery by prompt delivery of originals of such pages).

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**ANNEXURE "A"**

**SITE SHEET**

**1. INTRODUCTION**

- 1.1. This Site Sheet is concluded pursuant to the VAR Agreement entered into between the VAR and WeBill with the reference number stated on the first page hereof ("the Agreement") and save where expressly provided to the contrary in this Site Sheet, shall be subject to the terms and conditions of the Agreement, including the definitions and rules of interpretation contained therein, which are incorporated in this Site Sheet by reference.

**2. VAR BANKING DETAILS**

<b>VAR FINANCIAL INFORMATION</b>	
ACCOUNT HOLDER NAME	
BANK	
ACCOUNT NUMBER	
BRANCH CODE	
BRANCH NAME	
TYPE OF ACCOUNT	

**3. SAMPLE SYSTEM GENERATED SITE SHEET**

<b>ORGANIZATION ID</b>	<b>ORGANIZATION NAME</b>	<b>SITE NAME</b>	<b>SITE ADDRESS</b>	<b>DATE REGISTERED</b>

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**ANNEXURE "B"**

**TARGETS**

**1. TARGETS**

For the first year of the Agreement, the VAR would be expected to meet either one of the following Targets per year:

**1.1 QUALIFYING INCOME**

The VAR would be expected to generate an average of **R500.000.00** (Five Hundred Thousand Rand) (excluding VAT) in Qualifying Income (excluding VAT) per month for the first year; or

**OR**

**1.2 METERS REGISTERED ON THE WEBILL PLATFORM**

The VAR would be expected to have a minimum of **3 000** (Three Thousand) meters registered on the WeBill platform for the first year.

**2. AMENDMENTS TO ANNUAL TARGETS**

	QUALIFYING INCOME P.M. (RAND) (EXCLUDING VAT)	METERS REGISTERD ON THE WEBILL PLATFORM	SIGNATURE OF VAR	SIGNATURE OF WEBILL	DATE
YEAR 1	R500 000.00	3 000			11 MARCH 2024
YEAR 2					
YEAR 3					
YEAR 4					
YEAR 5					
YEAR 6					
YEAR 7					
YEAR 8					
YEAR 9					
YEAR 10					

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**ANNEXURE “C”**

**SERVICE LEVEL AGREEMENT**

**1. INTRODUCTION**

1.1. This VAR will be liable for executing the following Service Level Agreement for as long as its appointment as a VAR endures.

**2. DEFINITIONS**

2.1. **“Accounting System”** – means the WeBill Accounting System that is responsible for generating remittances and Invoices and or transferring of remittance amounts to Organizations.

2.2. **“Allocation”** – means the transfer of monies from a Wallet by a Consumer to a Consumer Account.

2.3. **“Applications”** – means the WeBill Applications which includes the Organization Portal, the Consumer Mobile App, the Workforce Mobile App and the VAR Portal, and any other application that may be developed and released by WeBill in the future. WeBill also reserves the right to change the name of its Applications from time to time.

2.4. **“Call Center”** – means the call center set up by WeBill on which the VAR will be allocated an agent license in terms of the SLA and which operates according to this SLA.

2.5. **“Communication Network”** – means any active communication channel integrated by WeBill to the Applications, from time to time, for the purpose of sending uni-directional or bi-directional communication signals from Devices to Applications and from Applications to Devices.

2.6. **“Contacts”** – means any person who has been duly authorized by a Customer to use the Applications or to represent the Customer in all interactions with WeBill.

2.7. **“Consumer”** – means any person or legal entity who consumes utility services from an Organization and who is responsible for fulfilling payment of utility charges levied for its use of utilities provided by the Organization. A Consumer, if invited by an Organization, may be a user of the Consumer WeBill Mobile Application, i.e. owner or tenant.

2.8. **“Consumer Account”** – means an account registered by the Organization managing either a Site or a Unit with associated devices, meters and levies. Each active account will have a single Consumer responsible for the account.

2.9. **“Customer”** – means a person or legal entity who is defined as The Customer in a VAR Agreement and who has a valid and extant Subscription Agreement with WeBill. Also interchangeably referred to as an Organisation.

2.10. **“Deposit”** – means a cash deposit made by a Consumer into a Wallet by the deposit mechanism available from time to time.

2.11. **“Device”** – means any utility meter or ancillary utility device registered on the Organization Portal.

2.12. **“Invoice”** – means a monthly invoice generated by WeBill and dispatched electronically to the Organization detailing the total amount inclusive of VAT charged on consumption, levies, any other fixed fees and interest in accordance with a valid Subscription Agreement.

2.13. **“Levy”** – any monthly payment setup by the Organization on Account for which the Consumer will be charged and which is not a prepaid utility payment.

2.14. **“Organization”** – means a signatory of a WeBill Subscription Agreement and its registered System Administrator and active registered Users. Also interchangeably referred to as a Customer.

2.15. **“Policies”** – means the WeBill Corporate policies both published on the WeBill website and communicated and sent to the VAR.

2.16. **“Privacy Policy”** – means the WeBill Privacy Policy published on the WeBill website and updated from time to time.

2.17. **“Remittance”** – means a monthly remittance generated by WeBill dispatched electronically to the Organization detailing the total prepaid amount inclusive of VAT collected by WeBill from all prepaid Consumers of the Organization. The remittance amount is transferred by WeBill to the designated Organization bank account once a month.

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- 2.18. **“Request”** – means a request or complaint made by a Customer or Consumer to the VAR relating to the Applications or Customer invoicing matters.
- 2.19. **“Site”** – means a facility with a physical address registered by the Organization on the Organization Portal. A Site has one or more installed devices and can contain one or more Units.
- 2.20. **“SLA”** – means this Service Level Agreement which is **Annexure “C”** to the VAR Agreement.
- 2.21. **“Subscription Agreement”** – means the agreement signed by the Organization System Administrator when registering an Organization on the WeBill Organization Portal which governs inter alia the mutual rights and obligations of WeBill and the Customer and the cost of and payment for WeBill services by the Customer to WeBill. This is a standard agreement between the Customer and WeBill but might be updated from time to time. In exceptional circumstances, the Subscription Agreement might be non-standard for a specific Customer
- 2.22. **“Response Time”** - means the time in which a ticket is assigned to an agent
- 2.23. **“Turn Around Time”** – means the time in which the query/ticket must be resolved
- 2.24. **“Unit”** – means an identifiable area registered within a Site which might have one or more registered meters and one or more Consumers as tenant/s of the Unit. Also interchangeably referred to as a Site.
- 2.25. **“Wallet”** – means the digital wallet owned by the Consumer who has registered on the WeBill Consumer Mobile App. The Consumer will make deposits into the Wallet and allocations from the Wallet to Consumer Accounts.
- 2.26. **“WeBill Device”** – means any device which is owned by WeBill or sold by WeBill under license.

**3. GENERAL**

- 3.1. The purpose of this SLA is to detail the obligations of the VAR to Customers and prospective Customers and to govern the conduct of the VAR in its interaction with Customers.
- 3.2. The VAR acknowledges that the Customer is a WeBill Customer and consequently the VAR will interact with the Contacts civilly and orderly with an overriding intent to assist the Customer to the best of the VAR's ability. The VAR will never abuse, swear at or lose its temper on a Customer or Consumer. Even when the Customer or Consumer is abusive or offensive, the VAR will maintain decorum and handle the situation with firmness and civility. The VAR will not discriminate against any Customer or Consumer on the basis of race, gender, ethnic background or religion.

**4. TRAINING**

- 4.1. The VAR will ensure that it, and specifically its staff or agents dealing with Customers, are fully trained in the Applications and the Accounting System and that it familiarizes itself with all changes made to the Applications from time to time. Where required, the VAR will ensure that it attends training sessions that will be initiated by WeBill and for which the VAR will receive prior notification.
- 4.2. The VAR will ensure that it provides the sufficient initial on boarding training to Customers such that Customers can operate the Organization Portal and the Workforce Mobile Application to carry out the Customer's desired requirements from the Applications. The VAR will make use of the provided WeBill training material and manuals. In the event that the VAR wishes to use its own training material, the VAR must receive written approval from WeBill.
- 4.3. The VAR will ensure that Organization Consumers who are going to use the Consumer Mobile App, are familiar with registering on the App, depositing into the Wallet and allocating funds from the Wallet to accounts.
- 4.4. It is required that VAR training sessions be given in the English language. Where the Organization does not understand English, the VAR will be required to provide translation of the training in any one of the following alternative languages, at the Organization's request: Afrikaans, isi-Zulu/isi-Xhosa and Se-Setho/Se-Tswana.

**5. LEARNING CONTENT**

- 5.1. WeBill will make every effort to produce learning material to cover all anticipated queries, questions and descriptions of the Applications and how to use them. WeBill will be publishing this material through its various channels, but primarily on its official website and hosted documentation Site.

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- 5.2. The VAR is obliged to familiarize itself with all WeBill's published learning content and must ensure that its staff can direct queries to the appropriate content immediately on request or, when required, forward the relevant material to the Contact.
- 5.3. In the event that the VAR encounters queries for which there is no learning content or insufficient or confusing content, the VAR must notify WeBill in writing detailing the insufficient, confusing, or absent content.
- 5.4. The VAR is at liberty to produce its own learning content, but all such content can only be disseminated with the written authorization of WeBill. Where necessary, WeBill can insist that the VAR generated content is co-branded.
- 5.5. The VAR can request to co-brand WeBill learning material. The said learning material will only be co-branded with the written authorization of WeBill. WeBill is under no obligation to design or pay for the co-branding of learning material.

**6. CALL CENTRE & TICKETING**

- 6.1. The VAR will be given access to and use the WeBill call center and ticketing system to service Customer queries. The call center is a virtual call center.
- 6.2. WeBill will provide the VAR with an agent license on the WeBill Call Center and ticketing system at no cost. Should the VAR require more than one agent license, this can be provided at a cost to be determined by WeBill from time to time and at the time of the request.
- 6.3. Customers and Consumers can initiate call center requests/complaints using any one of the following channels, where email and phone are compulsory:
  - 6.3.1. Email
  - 6.3.2. WhatsApp
  - 6.3.3. Bot
  - 6.3.4. Phone
  - 6.3.5. Voice Message
- 6.4. WeBill will register one designated phone number per VAR which will be linked to the WeBill Call Center and Ticketing system. This will be provided at no cost.
- 6.5. Except for phone, all Requests channels must be available and open 24/7 i.e. every hour of every day. The phone channel must operate according to the following schedule:
  - 6.5.1. Mondays to Fridays excluding Public Holidays: 07h00 to 22h00
  - 6.5.2. Saturdays, Sundays, and Public Holidays: 08h00 to 20h00.
- 6.6. Any request or complaint made directly to the VAR must be logged on the WeBill Ticketing System by the VAR.
- 6.7. Every ticket must be assigned a category from which the WeBill Ticketing System will assign a severity level according to the types of Severity Levels detailed in this SLA. Every ticket not resolved must have a "PENDING" status and every ticket that is resolved must have a "RESOLVED" status.
- 6.8. The VAR will ensure that the Call Center and ticket logging process details are clearly and prominently advertised and published to Consumers and Customers and that Consumers and Customers are informed of all contact detail changes before these changes are affected.
- 6.9. The VAR undertakes to resolve all Queries within the defined turnaround times (as defined in 7 below). Resolving of a Query implies closing off the ticket and setting its status to "RESOLVED". If a ticket has been resolved and the Customer is not satisfied, the VAR must reopen the ticket unless there are compelling reasons not to reopen the ticket. If a ticket is not re-opened the VAR must log the reason for not reopening the ticket.
- 6.10. If the Consumer or Customer is abusive or offensive, the VAR must report the incident to WeBill detailing the date and time when the incident occurred and the precise nature of the abuse and offensive behavior.
- 6.11. The VAR accepts that the Call Centre system will monitor the VAR's performance and generate a system generated report on a monthly basis, which report will be deemed to be an accurate reflection of the VAR's performance and which shall serve as prima facie evidence of performance levels.

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**7. SEVERITIES AND TURNAROUND TIMES**

- 7.1. Every ticket must have assigned one of the following severity levels.
  - 7.1.1. Urgent
  - 7.1.2. High
  - 7.1.3. Medium
  - 7.1.4. Low
- 7.2. A list of possible Query categories are detailed in this SLA. Where the Query has been listed, and a severity has been assigned to that Query, then the ticket will be assigned the same severity level. Where the Query has not been assigned a severity level, the VAR or its operator must assign a severity level at its discretion.
- 7.3. A Turn Around Time is the time in which a Query must be resolved. If a Query is not resolved in the designated Turn Around Time, the Query can be escalated. There are Warning Periods associated with Turn Around Time's.
- 7.4. Queries listed in the Exclusion list will be referred to WeBill directly and WeBill will be responsible for resolving these Queries unless WeBill directs otherwise and refers the Query back to the VAR.
- 7.5. WeBill, at its discretion, can, at any time a Query is unresolved, take over the handling and resolution of the Query from the VAR and deal with the Contact directly. If WeBill informs the VAR in writing not to deal with a Query or make contact with a Contact in relation to the Query, the VAR will have to cease contacting the Contact in relation to the said Query. The Ticket will be reassigned on the ticket logging system accordingly.
- 7.6. The Severity Levels, Turnaround Times and Warning Periods are listed below:

LEVEL	RESPONSE TIME	TURNROUND TIME	WARNING PERIOD
Urgent	0 – 1 hour	2 – 4 hours	2 hours
High	1 – 2 hours	4 – 8 hours	4 hours
Medium	Within a working day	within 2 working days	within a day
Low	Within 24 hours	within 2 – 3 working days	after 2 days

**8. EXCLUSIONS**

- 8.1. The following is a list of Exclusions of Queries which the VAR must forward on to WeBill and will not be able to handle and resolve unless otherwise directed by WeBill.
- 8.2. All exclusionary matters must be forwarded to WeBill immediately the Var becomes aware of the Query.
- 8.3. If the VAR is not clear whether the Query is listed as Exclusionary, the VAR must deal with the Query.
- 8.4. New items can be removed from or added to this Exclusion list from time to time. The latest Exclusion List will always apply for the purposes of this SLA.

CATEGORY	DESCRIPTION	SEVERITY LEVEL
Training	It is WeBill's responsibility to train the VAR	N/A
Organisation Portfolio Onboarding	It is the VAR's responsibility to assist the organisation in setting up their portfolio upload csv template. Once this is done, WeBill is to upload the template in order to set up the portfolio	MEDIUM
WeBill Organisation onboarding	WeBill is to provide the marketing material, documentation packs as and when required.	N/A
Wallet Support	Should a consumer experience Credit Card or EFT payment issues - Money not reflecting on the consumers wallet, WeBill are to investigate and resolve.	URGENT

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Wallet Support	If a consumer queries fees on Credit Card or FNB transactions, WeBill are to investigate and resolve.	URGENT
Consumer allocation support	If a consumer allocates money to the incorrect meter/account, WeBill are to investigate and resolve.	HIGH
WeBill Application Unavailable (Technical support)	Should the WeBill website go down or maintenance is required. WeBill are responsible for notifying users or restoring service	URGENT
WeBill Application Unavailable (Technical support)	Should the WeBill Consumer application go down or maintenance is required. WeBill are responsible for notifying the consumers or restoring service	URGENT
Meter support	Once the VAR has logged a ticket for a faulty or damaged meter. WeBill is to arrange for the meter to be replaced along with relevant documentation, dependent on the issue with the meter.	URGENT
WeBill Invoicing and finance support	WeBill is to determine the payee of the installation cost on swap out of a meter - Depending on the outcome of the tests, if tampering, to invoice the organisation if the meter is found to be faulty, WeBill is to create a R0 invoice	LOW
Prepaid support	Should an allocation not show on a consumer account a ticket is to be logged for WeBill to investigate and resolve	URGENT
WeBill Invoicing and finance support	Should there be a query on an organisation Remittance for prepaid, a ticket is to be logged for WeBill to investigate and resolve	LOW
WeBill Invoicing and finance support	Should there be a query on an rganisation Remittance of levies, a ticket is to be logged for WeBill to investigate and resolve	URGENT
WeBill Invoicing and finance support	Should there be a query on a Consumer invoice, a ticket is to be logged for WeBill to investigate and resolve	LOW
WeBill Invoicing and finance support	Once the VAR has submitted their invoices in response to the purchase orders supplied by WeBill. WeBill is to process the invoices for payment	LOW
WeBill Invoicing and finance support	Where there is an enquiry on levies and prepaid to be remitted, the VAR is to log a ticket and WeBill will investigate and respond.	LOW
WeBill User support	A ticket is to be logged for WeBill to Block or unblock users	HIGH

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**9. INCLUSIONS**

- 9.1. The following list of Queries with Severity Levels are to be handled and resolved by the VAR. All Queries not listed in the Inclusion list or Exclusion list must be dealt with by the VAR.
- 9.2. Items can be removed from and new items can be added to this Inclusion list by WeBill. The latest Inclusion List will always apply for the purposes of this SLA.

CATEGORY	DESCRIPTION	SEVERITY LEVEL
General	The VAR is to set up and attend all the Organisation meetings and be included in all communications relating to their customer	N/A
General	The VAR needs to meet with their WeBill Organisation(s) at least once a month or whatever is reasonable to maintain the relationship and service levels as per the SLA, whether in person or virtually as may be arranged between the parties	N/A
General	The VAR needs to acquaint themselves with the following WeBill documents: - Subscription Agreement - End User License Agreement - WeBill Privacy Policy So as to be able to highlight and explain any clauses and annexures in the agreements and policies. Subscription and License Agreements can be updated from time to time	N/A
General	The VAR needs to familiarise themselves with the relevant WeBill documentation and training material in order to assist their Organisations	N/A
General	VAR to assist the Organisation in setting up a Communication group/channel between VAR, Organisation and tenants	N/A
SLA Management	All WeBill Organisation questions and comments need to be logged on the WeBill Call Center and Ticketing system	N/A
SLA Management	A WeBill VAR SLA meeting is to be attended every quarter or on demand, with reasonable notice. (If KPIs not meet more regular meetings until KPI's meet or alternative measures taken)	N/A
WeBill Organisation onboarding	The VAR is to train the Organisation on the WeBill web application and on the Consumer application where required and requested by the Organisation. Training documentation will be made available by WeBill	N/A
WeBill Organisation onboarding	The VAR is to assist the Organisation in completing the set up template once the organisation is registered, which is to be sent for approval and upload by WeBill Should the VAR use the manual set up, this can be completed directly on the WeBill system without WeBill involvement	N/A
Tariffs	In the case where the VAR assists the Organisation in setting up or use of a public tariff, they need to have the tariff approved by the Organisation	MEDIUM
Tariffs	The VAR needs to make sure that the Organisation is aware of the non-liability of WeBill for incorrect tariff rates in the subscription agreement	MEDIUM
Consumer support	The VAR needs to communicate with the organisation to distribute the relevant training/how to documentation and ensure that their owners/tenants installs and registers on the Consumer application in order to view their prepaid devices and levies etc	MEDIUM

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Consumer support	The VAR is to assist the Organisation with support to their consumers in downloading, installing and registering on the WeBill Consumer mobile application once the invites to consumers have been sent	MEDIUM
Consumer support	The VAR is to assist the Organisation with Owner/Tenant registration issues - Assist the customer in troubleshooting their consumer registration issue - Token has expired, resend the invitation - Token not received, resend invitation	MEDIUM
Consumer support	The VAR is to assist the Organisation in instances where the Consumer needs to be deactivated from their Organisation or a specific Site	MEDIUM
Consumer support	VAR is to guide the organisation in assisting their owners/tenants in topping up of meters before moving to prepaid. To guide and manage the process	MEDIUM
Consumer support	VAR to assist the organisation in handling the outgoing owner/tenant account and adding the new owner/tenant and opening their account. (If there is money in the meter and a new owner/tenant moves in, to arrange payout)	MEDIUM
WeBill Organisation Portfolio Maintenance	Make the organisation aware of the importance of managing their WeBill web application set up and maintenance, if this is not done correctly then financial implications could be incurred This includes maintenance of sites, units, new meters, replacement meters and Owners/Tenants	MEDIUM
WeBill Organisation Portfolio Maintenance	VAR to assist the Organisation in set up and maintenance of Levies as well as debt assistance. The VAR may under no circumstances make changes to the levies	MEDIUM
WeBill Organisation Portfolio Maintenance	Existing meter transfer - assist the organisation in setting up the transfer/opening balance on the replacement WeBill meter	MEDIUM
WeBill Organisation Portfolio Maintenance	Move from Post-paid to prepaid - VAR to facilitate the process of credit to the meter by the Organisation	MEDIUM
Meter Installation	VAR to do inspections of the installations and notify WeBill of installations so that WeBill can confirm communication	LOW
Meter support	When a meter does not switch on, the VAR needs to assist the Organisation with diagnostics. Should all the diagnostic checks pass, a ticket can be logged with WeBill to arrange for a swap and installation of the meter The org representative/VAR diagnostic checks to be done: - No vandalism - No tampering - No loadshedding or power outage in the area - Mains are on - Money in the account - No levies outstanding	URGENT
Prepaid query	Prepaid charge queries VAR to guide the organisation in checking: - the consumer is on the correct tariff - the tariff set has the correct rates Should they not be able to resolve the query, they are to escalated the ticket to WeBill	MEDIUM

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Levy support	Outstanding or incorrect levy amounts, VAR is to assist the organisation in required checks of data configuration If all is set up correctly, the VAR or organisation can log a ticket to WeBill	HIGH
Levy support	The VAR is to assist the Organisation with extension of levy payment deadline and switching the meter back on	HIGH
WeBill Invoicing and finance support	The VAR to attend to queries around WeBill fee Invoices and Remittances	LOW
WeBill Invoicing and finance support	Outstanding organisation fee payments are to be followed up by the VAR	LOW

**10. KPI's (KEY PERFORMANCE INDICATORS)**

- 10.1 Annual Target performance according to **Annexure "B"** for the relevant year
- 10.2 Customer | Organisation satisfaction Questionnaires – satisfaction 95%
- 10.3 % tickets resolved on time (98%) by severity
- 10.4 Outstanding debtors as a percentage of total remittance value not to exceed 0.4%

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**ANNEXURE "D"**

**VAR PURCHASE ORDER SCENARIOS**

RATE TABLES FOR SCENARIOS	
Prepaid Rate	9.8%
Levy Rate	1.5%
Postpaid Single phase monthly Rate	R100
Postpaid Water Rate	R25
Postpaid 3 Phase Rate	R250

**SCENARIO 1**

- **Prepaid Charge**

- o 5000 prepaid electricity meters at R1,500 consumption per month.
- o Total prepaid is 5000 \* R1,500 = **R7,500,000.00**
- o Total WeBill Prepaid invoiced by WeBill is 5000 \* R,1500 \* 9.8% = **R735, 000.00**
- o Total collected and paid to WeBill = **R735, 000.00**
- o Total arrears collected by WeBill from previous month: **R0.0**

- **Levy Charge**

- o 1000 units at R2,500.00 each per month.
- o Total levy invoiced is 1000 \* R2,500.00 = **R2,500,000.00**
- o Total WeBill Levy Charge invoiced by WeBill is 1000 \* R2,500.00 \* 1.5% = **R37,500.00**
- o Total collected and paid to WeBill for this month = **R37,500.00**
- o Total arrears collected by WeBill from previous months: **R0.0**

VAR PURCHASE ORDER					
<b>REF #</b>	12345				
<b>Date Issued</b>	01-Jan-24				
<b>Fee Month</b>	Dec-23				
<b>Total Qualifying Amount</b>	R772,500.00				
<b>VAR FEE @ 18%</b>	<b>R139,050.00</b>				
<b>CUSTOMER NAME</b>	<b>CHARGE TYPE</b>	<b>CHARGE AMOUNT</b>	<b>AMOUNT RECEIVED</b>	<b>ARREAR AMOUNT RECEIVED</b>	<b>QUALIFYING AMOUNT</b>
WB PROPERTIES	PREPAID	R735,000.00	R735,000.00	R0.00	R735,000.00
WB PROPERTIES	LEVY	R37,500.00	R37,500.00	R0.00	R37,500.00

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WeBill \_\_\_\_\_

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**SCENARIO 2**

- **Prepaid Charge**

- 5000 prepaid electricity meters at R1,500 consumption per month.
- Total prepaid is 5000 \* R1,500 = **R7,500,000.00**
- Total WeBill Prepaid invoiced by WeBill is 5000 \* R,1500 \* 9.8% = **R735,000.00**
- Total collected and paid to WeBill = **R500,000.00**
- Total arrears collected by WeBill from previous month: **R10,000.0**

- **Levy Charge**

- 1000 units at R2,500.00 each per month.
- Total levy invoiced is 1000 \* R2,500.00 = **R2,500,000.00**
- Total WeBill Levy Charge invoiced by WeBill is 1000 \* R2,500.00 \* 1.5% = **R37,500.00**
- Total collected and paid to WeBill for this month = **R25,500.00**
- Total arrears collected by WeBill from previous months: **R3,000.0**

VAR PURCHASE ORDER					
<b>REF #</b>	12345				
<b>Date Issued</b>	01-Jan-24				
<b>Fee Month</b>	Dec-23				
<b>Total Qualifying Amount</b>	R538,500.00				
<b>VAR FEE @ 18%</b>	<b>R96,930.00</b>				
<b>CUSTOMER NAME</b>	<b>CHARGE TYPE</b>	<b>CHARGE AMOUNT</b>	<b>AMOUNT RECEIVED</b>	<b>ARREAR AMOUNT RECEIVED</b>	<b>QUALIFYING AMOUNT</b>
WB PROPERTIES	PREPAID	R735,000.00	R500,000.00	R10,000.00	R510,000.00
WB PROPERTIES	LEVY	R37,500.00	R25,500.00	R3,000.00	R28,500.00

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**SCENARIO 3**

- **Prepaid Charge**

- o 4000 units at R2000 consumption.
- o Total Prepaid is  $4000 * 2000 = R8,000,000.00$
- o Total Prepaid invoices is  $4000 * 2000 * 9.8\% = R784,000.00$
- o Total Collected = R700,000.00
- o Total arrears Collected = R 0.0

- **Postpaid Charge**

o **Single Phase**

- 100 units
- Total Postpaid Single Phase  $100 * 100 = R10,000.00$
- Total Postpaid Single Phase collected = R0.0
- Total Postpaid arrears Collected = R8,000.00

o **Water**

- 100 units
- Total Postpaid Water  $100 * 25 = R2,500.00$
- Total Postpaid Water collected = R0.0
- Total Postpaid Water arrears Collected = R2,000.00

o **Three Phase**

- 50 units
- Total Postpaid Three Phase =  $50 * 200 = R10,000.00$
- Total Postpaid Three Phase collected = R0.0
- Total Postpaid Three Phases Arrears collected = R8,000.00

- **Levy Charge**

- o 1000 units
- Levy at R2,500.00
- Rental at R4,500
- o Total Levy and Rental  $(2500 + 4500) * 1000 = R7,000,000.00$
- o Total Levy and Rental invoice is  $(2500 + 4500) * 1000 * 1.5\% = R105,000.00$
- o Total Levy and Rental collected = **R90,000.00**
- o Total Levy and Rental arrears collected = **R20,000.00**

DRAFT

VAR PURCHASE ORDER					
<b>REF #</b>	12345				
<b>Date Issued</b>	01-Jan-24				
<b>Fee Month</b>	Dec-23				
<b>Total Qualifying Amount</b>	R828,000.00				
<b>VAR FEE @ 18%</b>	<b>R149,040.00</b>				
CUSTOMER NAME	CHARGE TYPE	CHARGE AMOUNT	AMOUNT RECEIVED	ARREAR AMOUNT RECEIVED	QUALIFYING AMOUNT
WB PROPERTIES	PREPAID	R784,000.00	R700,000.00	R0.00	R700,000.00
WB PROPERTIES	LEVY	R105,000.00	R90,000.00	R20,000.00	R110,000.00
WB PROPERTIES	PP SINGLE PHASE	R10,000.00	R0.00	R8,000.00	R8,000.00
WB PROPERTIES	PP WATER	R2,500.00	R0.00	R2,000.00	R2,000.00
WB PROPERTIES	PP THREE PHASE	R10,000.00	R0.00	R8,000.00	R8,000.00

VAR \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

WeBill \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_