



SOFTWARE DISTRIBUTION AGREEMENT

DATED THE _____ DAY OF _____ 20____

BETWEEN

Company Pty Ltd

AND

Other Company Pty Ltd

SOFTWARE DISTRIBUTION AGREEMENT

AGREEMENT dated the _____ day of _____ 20__ .

BETWEEN: Company Pty Ltd of 12 Lambert Road Besterne 2000 (the “**Supplier**”);

AND: Other Company Pty Ltd of 1 Smith Street Pietersberg 7000
(the “**Distributor**”).

BACKGROUND

- A. The Supplier is in the business of Johns Software Pty Ltd and it requires distribution of a computer program.
- B. The Distributor’s business is Building Computers.
- C. The Supplier and the Distributor have agreed to enter this distribution agreement on these terms and conditions.

THE PARTIES AGREE:

1. APPOINTMENT AND TERM

- 1.1 The Supplier appoints the Distributor and the Distributor accepts its appointment as an exclusive distributor of the Software for the Term in the Territory on the terms set out in this Agreement.
- 1.2 The Distributor will provide 7 days or 10 weeks Notice prior to the expiry of the Term if it wishes to extend the Term.
- 1.3 In the event of any extension of the Term as permitted by this Agreement:
 - (a) the Supplier reserves the right to adjust the Base fee effective from the date of the extension; and
 - (b) the provisions of this Agreement apply.
- 1.4 The Distributor is licensed to use the Software and Materials solely for the purpose of:
 - (a) marketing the Software;
 - (b) distributing the Software to Customers; and
 - (c) installing the Software.
- 1.5 The Distributor must not install the Software for a Customer unless the Customer has entered into a Licence agreement
- 1.6 During the Term the Distributor is entitled to market or distribute or sell software that is competitive with or is similar in functionality to the Software. It will be a breach of this clause for any director or shareholder of the Distributor to have an interest

directly or indirectly in any company or business that markets, distributes or sells software that is competitive with or is similar in functionality to the Software. This is an essential term.

- 1.7 The parties acknowledge that they are not in a joint venture partnership and there is no franchise arrangement or agency established by this Agreement. Neither party may claim or hold itself out as having any other relationship, authority, right or entitlement to represent itself or act as an agent of the other or to have any interest or shareholding in the other.

2. INITIAL SUPPLY OF SOFTWARE

- 2.1 On or before the Commencement Date, the Supplier will provide the Distributor with a disk of the Software and all supporting Materials.
- 2.2 The Supplier will Deliver the Software and Materials pursuant to Clause 2.1 to the Distributor's Delivery Address, such delivery to be paid for by the Distributor.
- 2.3 All responsibility and liability for risk and loss of or damage to the Software and Materials despatched pursuant to Clause 2.1 will pass to the Distributor when despatched.

3. ORDERS & MINIMUM ORDER REQUIREMENTS

- 3.1 All orders for the Software must be made by the Distributor using the Supplier's prescribed order form as amended from time to time. Orders must be sent to the Supplier's Ordering Address set out in Schedule A.
- 3.2 Orders are subject to acceptance by the Supplier. Acceptance by the Supplier will be in writing.
- 3.3 The Distributor must comply with any Minimum Order Requirement. If the Distributor is or becomes aware that he/she/it is or may become unable to comply with a Minimum Order Requirement, the Distributor must notify the Supplier as soon as practicable.
- 3.4 Should the Distributor fail to meet a Minimum Order Requirement, the Supplier reserves the right to terminate the Agreement and the Supplier will be entitled to all remedies available for breach of this Agreement.
- 3.5 Should the Distributor fail to meet a Minimum Order Requirement, the Supplier reserves the right to convert the Agreement from an exclusive/sole basis to a non-exclusive basis effective immediately.

- 3.6 The Supplier reserves the right to supply the Distributor with an amount less than what was ordered and in such circumstances the Supplier will refund or provide a rebate to the Distributor adjusted *pro rata* for any amount already pre-paid.
- 3.7 The Supplier reserves the right to not accept orders from the Distributor or supply the Distributor if the Distributor is in any way in breach of the Agreement including with its payment obligations.
- 3.8 The Distributor may only cancel a placed or accepted order in the following circumstances: 300 days.

4. DELIVERY & NOTICE OF DEFECTS

- 4.1 The Supplier undertakes to promptly deliver all orders for the Software within the Delivery Time Frame to the Distributor's Delivery Address however the Supplier accepts no responsibility and will not be liable for loss including any consequential or special loss arising from late Delivery.
- 4.2 The Distributor must notify the Supplier within thirty (30) days of Delivery of any claims it may have in relation to defects in the Software. In the absence of receipt of any such Notice, the Distributor is deemed to have accepted the Software.

5. BASE FEE, TAX INVOICES & PAYMENTS

- 5.1 In consideration for the Supplier entering into this Agreement, the Distributor will pay the Base fee. The Supplier reserves the right to charge interest at current commercial bank interest rates for any late payment of the Base fee.
- 5.2 The Distributor will be liable for payment of the Base fee when a Licence has been validly entered into with a Customer.
- 5.3 The Distributor is not obliged to pay any Base fee unless it has received a Tax Invoice from the Supplier.
- 5.4 The Supplier will issue a Tax Invoice within twenty-one (21) days of request by the Distributor.
- 5.5 The Distributor will pay the amount set out in a Tax Invoice within seven (7) days of receipt of the Tax Invoice from the Supplier. All payments including any Extension Fee are to be made by electronic transfer to the Supplier's Banking Account set out in Schedule A.
- 5.6 Any money or security received by the Distributor from a Customer in consideration for a Licence will be held on trust for the Supplier until payment of the Base fee has been made.

5.7 The Distributor will permit the Supplier or its accountant access at reasonable times and on reasonable notice to inspect and make copies of the Distributor's books and accounting records for the purpose of verifying the Distributor's compliance with its obligations under this Agreement.

6. SOFTWARE MODIFICATION, ENHANCEMENT & IP REGISTER

6.1 The Distributor must not copy, alter, modify, enhance, reverse engineer or otherwise interfere with the Software without the prior written consent of the Supplier and the Supplier reserves the right to impose any condition in connection with giving its consent.

6.2 Intellectual Property rights in any software produced pursuant to Clause 6.1 will immediately vest in the Supplier, and the Distributor will establish and maintain for the duration of this Agreement an IP register which clearly identifies all such software. This is an essential term.

6.3 The Supplier reserves the right at reasonable times and on reasonable notice to inspect and/or request a copy of the IP register referred to in Clause 6.2. On expiry or termination of this Agreement, the Distributor will hand over to the Supplier the IP register in either electronic format or original hard copy together with all related source code and object code.

7. INTELLECTUAL PROPERTY

7.1 All Intellectual Property rights in the Software remain with the Supplier and the Supplier warrants it has the right to use the Intellectual Property

7.2 The Distributor is entitled during the Term to use the Intellectual Property including any trade mark as it may reasonably require for the sole purpose of effectively marketing and/or distributing the Software in the Territory. The Distributor may not use the Intellectual Property for any other purpose without the prior written consent of the Supplier.

7.3 If the Distributor creates the marketing material or marketing material additional to Materials provided by the Supplier, the Distributor will own the Intellectual Property rights in such material. By this clause, the Supplier grants the Distributor a licence to use Ulti soft in/on such material.

7.4 The Distributor must not in the future use any trade mark which is the same as or is deceptively similar to any trade mark used in connection with this Agreement. This clause survives this Agreement.

8. CONFIDENTIAL INFORMATION

8.1 Each party undertakes not to use or disclose to any other person or entity any of the other party's Confidential Information and will only use such Confidential Information in good faith and for the proper purposes of this Agreement and subject to any restrictions imposed by the party that provides the Confidential Information. This clause survives the end or termination of this Agreement.

9. SUPPLIER'S OBLIGATIONS, UNDERTAKINGS & WARRANTIES

9.1 The Supplier will provide the Distributor with the Materials in relation to the Software throughout the Term. If the Distributor uses these Materials then by this clause it is licensed to do so and at no fee. The Distributor is entitled to modify, adapt and change the Materials to suit its reasonable requirements for the marketing of the Software in the Territory. There is no obligation on the Supplier to modify or adapt any of the Materials it provides to the Distributor.

9.2 The Supplier undertakes to the Distributor to use all reasonable commercial endeavours to support the Distributor in the marketing and supply of the Software in the Territory and will use its best endeavours to supply all orders from the Distributor in a timely manner.

9.3 The Supplier undertakes to provide the Distributor and/or its employees with such training in the use of the Software as the Supplier considers necessary to enable the Distributor to market the Software.

9.4 The Supplier will use all reasonable endeavours to ensure that any registered Intellectual Property used in connection with the Software remains registered.

9.5 The Supplier gives no warranty that the operation of the Software will be uninterrupted or error-free.

10. DISTRIBUTOR'S OBLIGATIONS, UNDERTAKINGS & WARRANTIES

10.1 As a condition of entering into this Agreement with the Supplier, prior to or at the time of signing this Agreement the Distributor will provide a duly executed performance guarantee provided by a third party acceptable to the Supplier in favour of the Supplier.

10.2 The Distributor will use its best efforts to promote market and distribute the Software within the Territory so as to maximise the licensing of the Software within the Territory during the Term. The Distributor must not make or publish any disparaging remarks or comments about the Software or the Supplier. This is an essential term.

- 10.3 The Distributor will use its best efforts to promote market and distribute the Software within the Territory so as to maximise the licensing of the Software within the Territory during the Term. The Distributor must not make or publish any disparaging remarks or comments about the Software or the Supplier. This is an essential term.
- 10.4 The Distributor is entitled to market the Software as it thinks fit in the Territory and may enter into such lawful agreements as it deems desirable to market and/or promote the Software in the Territory.
- 10.5 The Distributor has provided its Marketing Plan and will do all things necessary to ensure it complies with such plan. The Marketing Plan may only be varied with the prior written consent of the Supplier.
- 10.6 Subject to a Customer entering into a Licence, the Distributor will provide the initial training in the use of the Software. If further training is requested by the Customer, this will be as agreed between the Customer and the Distributor at no cost or expense to the Supplier.
- 10.7 The Distributor must distribute the Software in the packaging provided by the Supplier. The Distributor undertakes to submit all proposed marketing materials and packaging of the Software to the Supplier for approval prior to release .
- 10.8 The Distributor may use the Supplier's Intellectual Property including its trade marks for the sole purpose of advertising and marketing of the Software and in its promotional material for the Software but for no other purpose. This is an essential term.
- 10.9 The Distributor must not intentionally deface, obscure or remove the Supplier's trade mark/s or proprietary notice from the Software. This is an essential term.
- 10.10 The Distributor will maintain a database of all complaints, comments or claims made to it in respect of the Software from Customers and will provide the Supplier with these details within 21 days of being requested to do so by the Supplier. This is an essential term.
- 10.11 The Distributor must not distribute the Software outside of the Territory or license or supply the Software to any other person to license or distribute outside the Territory without Supplier's prior written consent. This is an essential term.
- 10.12 The Distributor has no authority to make any representation on behalf of the Supplier. This is an essential term.

- 10.13 At the time of entering into this Agreement, the Distributor warrants that to the best of his/her/its knowledge no conflict of interest exists or is likely to arise in relation to the performance of its obligations under this Agreement.
- 10.14 During the Term, the Distributor undertakes not to engage in any activity which may or will compromise its ability to perform its obligations and the Distributor undertakes to immediately inform the Supplier of any activity which constitutes or may constitute a conflict of interest.
- 10.15 The Distributor acknowledges and agrees that at the end or on termination of this Agreement the Distributor will hold the goodwill of its business of distributing the Software exclusively on trust for the Supplier and for any new distributor nominated by the Supplier to distribute the Software in the Territory.

11. SUB-DISTRIBUTORS

- 11.1 The Distributor may not appoint a sub-distributor, agent or any other person (“Sub-Distributor”) to perform any part of this Agreement without the prior written consent of the Supplier. If any such appointment is made, the Distributor will be responsible for all acts and omissions of a Sub-Distributor as if those acts or omissions were those of the Distributor with the intent that any such act or omission will be a breach of this Agreement by the Distributor.
- 11.2 No agreement between the Distributor and any Sub-Distributor may be for any period exceeding the Term.
- 11.3 No agreement between the Distributor and a Sub-Distributor will be binding on the Supplier nor will it directly or indirectly impose any obligation on the Supplier.
- 11.4 The Distributor must promptly on request provide the Supplier with a copy of every Sub-Distributor agreement it enters into. None of the terms of such agreements may be inconsistent with this Agreement.
- 11.5 The Distributor indemnifies and holds harmless and keeps the Supplier indemnified against all liabilities and/or losses sustained as a consequence of any negligent, improper or unlawful conduct and/or omission by any Sub-Distributor.

12. INDEMNITIES

- 12.1 Subject to Clauses 12.2 and 12.3, the Supplier indemnifies the Distributor against any liability determined by a court of competent jurisdiction in relation to a claim for infringement of Intellectual Property rights brought by a third party against the Distributor.

- 12.2 The Supplier will not indemnify the Distributor pursuant to Clause 12.1 unless the Distributor:
- (a) gives the Supplier Notice as soon as practicable of any infringement, alleged infringement or suspected infringement;
 - (b) makes no admission without the Supplier's prior written consent;
 - (c) gives the Supplier the option to conduct the defence of any such claim at its own expense including negotiating a settlement or compromise;
 - (d) gives the Supplier all reasonable assistance in conducting the defence of any such claim or action;
 - (e) permits the Supplier to alter or modify the Software at the Supplier's expense in order to render the Software non-infringing; and
 - (f) authorises the Supplier to procure for the Distributor the right to continue distribution of the Software.
- 12.3 The Supplier will not indemnify the Distributor pursuant to Clause 12.1 if the infringement, alleged or suspected infringement arises from:
- (a) any alteration or modification of the Software without the Supplier's prior written consent; or
 - (b) any use of the Software in a manner or for a purpose not reasonably contemplated or not authorised by the Supplier; or
 - (c) use of the Software in any way or in any form with products not expressly approved by the Supplier; or
 - (d) any transaction relating to the Software entered into by the Distributor without the Supplier's prior written consent.
- 12.4 Where the Supplier exercises its right under Clause 12.2(b) to defend such claim and at its own expense, the Distributor will provide all necessary assistance, co-operation and information to the Supplier relating to the conduct of the defence.
- 12.5 The Distributor indemnifies and holds the Supplier harmless against any loss, costs, demands, expenses or liability whether direct or indirect arising out of any third party claim alleging infringement if the claim arises from an event specified in Clause 12.3 or the ability of the Supplier to defend the claim has been prejudiced by the Distributor's failure to comply with the provisions of Clauses 12.2 or 12.4.

13. LIABILITY

- 13.1 Neither party will in the course of conducting its business engage in conduct which is misleading or deceptive or is likely to mislead or deceive and/or constitutes a breach of any law of the Territory. This is an essential term.
- 13.2 If either party wrongfully or improperly does anything or omits to do anything which has the effect or consequence of rendering the other party liable to any third party or Customer then the party whose act or failure to act has caused such liability fully indemnifies the other party against all liabilities, losses, damages and other claims that it might thereby incur.
- 13.3 To the extent that any liability of the Supplier under any Act cannot be excluded, the Supplier's liability:
- (a) in relation to goods is limited to the supply of equivalent goods or replacement or repair or payment of the cost of replacing the goods or acquiring equivalent goods by the Supplier;
 - (b) in relation to services is limited to the supply of the services by the Supplier again or the payment of the cost of having another person provide again to the Distributor similar services as the services supplied by the Supplier, in accordance with these terms and conditions.
- 13.4 (**Force Majeure**) Non-performance by a party will be excused to the extent that performance is rendered impossible or impractical by an event of Force Majeure.

14. TERMINATION

- 14.1 Either party may terminate this Agreement immediately by Notice if:
- (a) the other party breaches a term of this Agreement and fails to remedy such breach within 20 Business days of being notified of such breach;
 - (b) the other party becomes subject to external administration or being a natural person becomes bankrupt or dies;
 - (c) the Distributor (if a partnership) dissolves or enters a process of dissolution or (if a corporation) undergoes a Change of Control event; or
 - (d) the Distributor ceases or notifies of its intention to cease trading as a business in the Territory.
- 14.2 If Notice is given under Clause 14.1, the Distributor must immediately cease to use the Supplier's Intellectual Property including any trade marks and if requested will sign any document effecting such cessation.

14.3 Either party may serve twenty-one (21) days Notice of termination on the other party without in any way affecting accrued rights under this Agreement.

14.4 Where Notice of termination has been given by either party, the Supplier may:

- (a) recover any copies of the Software and/or Materials then in the control, custody or possession of the Distributor; or
- (b) request and must promptly be provided with Notice that all Software has been erased and Materials destroyed;
- (c) be regarded as discharged from any further obligation under this Agreement; and
- (d) take any legal action to which it is entitled.

15. NON-COMPETE PERIOD

15.1 On expiry or termination of this Agreement, the Distributor undertakes to not directly or indirectly market, distribute, sell or license the use of any product which is competitive with the Software for the Non-Compete Period. This clause survives this Agreement.

16. RESTRAINT PERIOD

16.1 On expiry or termination of this Agreement and during the Restraint Period neither party may solicit for employment either directly or indirectly any employee or contractor of the other party and if a party becomes aware that an employee or contractor of the other party is seeking such engagement during the Restraint Period, it will notify the other party.

17. DISPUTE RESOLUTION

17.1 In the event of a dispute arising between the parties in respect of any right or obligation under this Agreement, each party covenants with the other in good faith to take all steps necessary to attempt to resolve the dispute.

17.2 In the event that the parties are unable between themselves to resolve a dispute within a reasonable period having regard to the nature of the dispute, then either party may apply to the Arbitration Foundation of Southern Africa for determination.

18. NOTICES

18.1 Any Notice given pursuant to this Agreement must be in writing in English signed by an officer of the sender, addressed to the recipient at the address, facsimile number or email address as set out in Schedule A or as a party may from time to time notify in writing to the other.

18.2 A Notice will be deemed given on the same day if hand delivered with authorised receipt; if posted, then three (3) business days after date of posting; if faxed, upon successful transmission record; and if by email, by return email to the sender informing receipt of the email.

19. GENERAL PROVISIONS

19.1 **(Variation)** This Agreement including the Schedules may only be varied in writing signed by both parties.

19.2 **(Waiver)** The waiver by either party of any right or entitlement or to claim in respect of any breach of this Agreement must be in writing signed by the party so waiving. No purported waiver that is not in writing and signed by the waiving party will have any effect whatsoever.

19.3 A waiver will not preclude that waiving party from relying upon any such right or entitlement arising in the future or to claim in respect of any subsequent breach of this Agreement even if that future right, entitlement or subsequent claim is the same as that previously waived

19.4 **(Assignment)** The Distributor may not assign the benefit of this Agreement without the Supplier's prior written consent.

19.5 Prior to giving its consent to any assignment, the Supplier reserves the right to impose any conditions on such assignment or novation.

19.6 **(Assigns)** A reference to a party includes their legal lawful successors and assigns. Any reference to a party includes any subsidiary controlled by that party or by the same persons who control that party.

19.7 **(Jurisdiction)** This Agreement is governed by and is to be construed according to the laws of Cape Town and the parties agree to submit to the jurisdiction of the Courts and tribunals of that Province.

19.8 **(Entire Agreement)** This Agreement represents the entire agreement between the parties relating to the subject matter of the Agreement and supersedes all prior agreements, understandings, representations and warranties relating to the subject matter of this Agreement. Neither party has relied on or been induced by any representations or promises made to it prior to entering into this Agreement in reaching its decision to enter into this Agreement on these terms.

19.9 **(Invalidity)** If any provision of this Agreement is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid, but only to the extent necessary to achieve such validity. If necessary the invalid provision

will be deleted from the Agreement and the remaining provisions will remain in full force and effect.

19.10 (**Counterparts**) This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which together will constitute one instrument and Agreement provided that those counterparts have been exchanged.

19.11 (**Advice**) Each party acknowledges and represents to each other that it has had the opportunity to seek and obtain separate and independent legal advice before entering into this Agreement. If either party has entered this Agreement without first taking legal advice it has done so at its sole and absolute discretion and it will not be entitled to rely upon the absence of legal advice as a defence to any breach of any of the clauses of this Agreement.

20. DEFINITIONS

20.1 These words and phrases have the following meaning:

“**Agreement**” means this software distribution agreement including the Schedules and any amendments in writing.

“**Change of Control**” means, in relation to a corporation, a change in control of the board of directors, a change of control of more than half the voting rights attaching to shares in the corporation, or a change of control of more than half the issued shares to which voting rights are attached.

“**Commencement Date**” means the date specified in Schedule A.

“**Confidential Information**” means all information in whatsoever form that is:

- (a) marked or identified as “Confidential”, “Secret”, “Not to be Disclosed” or “Private”;
- (b) is designated, described or referred to by the discloser in any document or correspondence as confidential, secret or private or not to be disclosed;
- (c) the receiving party knows or ought to know is confidential;

but does not include any information which prior to the date of this Agreement was lawfully in the public domain or which the discloser has published, circulated or announced publicly or was developed by the receiving party independently of the disclosing party.

“**Customer**” means a customer of the Distributor who has entered into a Licence.

“**Deliver**” means delivery of the Software by the Supplier to the Distributor following receipt of an order from the Distributor within the timeframe set out in Schedule A.

“**Delivery Time Frame**” means the time frame for delivery by the Supplier set out in Schedule A.

“**Distributor’s Delivery Address**” means the address for delivery to the Distributor set out in Schedule A.

“**Rands**” means South African Rands.

“**Extension Fee**” is the fee set out in Schedule A payable by the Distributor on any grant of extension of the Term by the Supplier.

“**Force Majeure**” means any act, circumstance or omission over which the Supplier or the Distributor could not reasonably have exercised control.

“**VAT**” means the Value Added Tax as defined in *the Value Added Tax Act*.

“**Intellectual Property**” includes all current and future copyright, circuit layouts, semi-conductors and designs, patents and trade marks whether registered or unregistered.

“**Licence**” means a licence agreement entered into between the Supplier and a Customer as a result of this Agreement in the form attached as Schedule B.

“**Marketing Plan**” means the plan provided by the Distributor attached as Schedule C.

“**Materials**” means the documentation provided by the Supplier to the Distributor including the operating manuals and other materials set out in Schedule A relating to the Software and includes updates to those materials.

“**Minimum Order Requirements**” means the number of orders which must be placed by the Distributor with the Supplier within a specified time frame set out in Schedule A.

“**Notice**” means a notice in writing in English including those sent by facsimile, letter and email to the party’s address for notices set out in Schedule A.

“**Non-Compete Period**” means the period after the end or termination of this Agreement set out in Schedule A during which the Distributor undertakes not to market, distribute or sell competitive software.

“**Restraint Period**” means the non-solicitation period after the end or termination of this Agreement set out in Schedule A whereby each party gives an undertaking not to engage the other party’s employees and/or contractors.

“**Base Fee**” means the base rate payable for each unit/item of the Software by the Distributor to the Supplier inclusive of VAT set out in Schedule A.

“**Software**” means the computer program listed in Schedule A and all modifications, updates and new releases.

“**Tax Invoice**” means a tax invoice that is VAT compliant. A Tax Invoice may be sent electronically or by mail.

“**Territory**” means the Territory described in Schedule A.

“**Term**” means the period starting on the Commencement Date set out in Schedule A and includes any extension for a subsequent period.

SAMPLE ONLY
YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU
PROVIDE THROUGH THE BUILDING PROCESS

EXECUTED AS AN AGREEMENT on the day first mentioned.

SIGNED BY)
Company Pty Ltd)
in the presence of:)
)

Signature of Witness
Print Name:

Director
Print Name:

Director/Secretary
Print Name:

SIGNED BY)
Other Company Pty Ltd)
in the presence of:)
)

Signature of Witness
Print Name:

Director
Print Name:

Director/Secretary
Print Name:

SAMPLE ONLY
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SCHEDULE A

Software (Definition): Ulti soft

Materials (Definition): None

Commencement Date (Definition): 19/09/2009

Term (Definition): 3 years from start date, or 30 June
2010

Territory (Definition): South Africa

Delivery Time Frame (Definition): seven (7) days

Minimum Order Requirements (Definition): 2 orders each of 100 units of the
software per calendar quarter

Base fee (Clause 5): R30 within 7 days of receipt of Tax
Invoice, or R50 at end of each
month/quarter

Supplier's Banking Account (Clause 5.5): Branch Code: _____
A/C Number: _____
A/C Name : _____

Non-Compete Period (Definition) twenty-one (21) days and 15 km radius

Restraint Period (Definition): twenty-one (21) days

ADDRESSES:

Distributor's Delivery Address: 1 Angus Close Cape Town 2000

Distributor's Address for Notices: 1 Angus Close Cape Town 2000
admin@email.co.za

Supplier's Ordering Address: 1 Smith Street
Pietersberg
7000

Supplier's Address for Notices: 1 Smith Street Pietersberg 7000

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PROVIDE THROUGH THE BUILDING PROCESS

SCHEDULE B

[Attach a copy of the proposed Software Licence Agreement, marked 'Schedule B']

SAMPLE ONLY
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SCHEDULE C

[Attach a copy of the proposed Marketing Plan, marked 'Schedule C']

SAMPLE ONLY
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PROVIDE THROUGH THE BUILDING PROCESS