

 (+27) 82 5555 010

 adam@Saleslogic.co.za

47 Woodside Road, Westville, Durban, Kwa-Zulu Natal, South Africa, 3629

Reg: 2016/105863/07

www.saleslogic.co.za



Partner Contract



saleslogic



SaleslogicSA



@Saleslogic



CHANNEL PARTNER AGREEMENT

Between

Saleslogic Proprietary Limited a private company with limited liability duly incorporated in accordance with the laws of South Africa with company Registration Number 2016/105863/07 and which carries on business from

its Head Office at

47 Woodside Avenue, Westville, Durban, South Africa

(hereinafter referred to as "Saleslogic")

and

Individual / Company Name:	
ID No / Company Registration Number:	
Office Address:	

(hereinafter referred to as the "Channel Partner")



INDEX TO CLAUSES

1. INTRODUCTION
2. EFFECTIVE DATE
3. APPOINTMENT
4. NON-EXCLUSIVITY
5. COMMISSION AND OTHER FEES
6. INTRODUCTION OF SALESLOGIC BUSINESS
7. CONCLUSION OF SALESLOGIC BUSINESS
8. COLLECTION OF FEES
9. CANCELLATION OF SALESLOGIC PRODUCTS
10. ADMINISTRATION OR SERVICE FEE
11. OBLIGATIONS OF THE CHANNEL PARTNER
12. CLAIMS
13. SALESLOGIC PRODUCT AMENDMENTS AND FEE INCREASES
14. COPYRIGHT AND TRADEMARKS
15. DOCUMENTATION
16. CONFIDENTIALITY
17. DISCONTINUATION OF SERVICES
18. BREACH
19. AUTOMATIC TERMINATION
20. DURATION



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21. EFFECT OF CANCELLATION OR TERMINATION
22. DOMICILIA
23. NON-WAIVER
24. NON-VARIATION
25. DISPUTE RESOLUTION / ARBITRATION
26. GENERAL
27. ANNEXURES



1. INTRODUCTION

- 1.1 Saleslogic has appointed the Channel Partner as an independent intermediary to market certain Saleslogic business and Saleslogic Products and Services developed by the company. The Products and Services are set out in Annexure "A".
- 1.2 This agreement records the terms and conditions of the parties' agreement and how they wish to regulate their relationship.

2. EFFECTIVE DATE

- 2.1 The date upon which this agreement shall come into force and effect (the "**Effective Date**") shall be the date on which the last party signs the agreement.
- 2.2 Schedules, annexures and addendums attached to this agreement shall be deemed to form part of this agreement.

3. APPOINTMENT

Saleslogic hereby appoints the Channel Partner, on the terms and conditions contained in this agreement, to canvass Customers for Saleslogic business which Customers it shall introduce to Saleslogic.

4. NON-EXCLUSIVITY

The appointment of the Channel Partner in terms of this agreement is non-exclusive in that Saleslogic itself, or other Channel Partners, may canvass for Saleslogic business and/or appoint other Intermediaries to do likewise.

5. COMMISSION AND OTHER FEES

The commission-based retainer shall be subject to the terms and conditions set out in Annexure "B". Amounts due shall be paid to the Channel Partner on presentation of a valid commercial invoice and only once Saleslogic has been paid in full by the client.

6. INTRODUCTION OF SALESLOGIC BUSINESS



The Channel Partner shall not be recognized as having introduced Saleslogic business to Saleslogic unless and until Saleslogic has received the Customer's details for a Saleslogic Product, and a written confirmation from the Customer expressing their interest in the Saleslogic Products. Where Saleslogic or any other Channel Partner already has an existing relationship with the Customer as evidenced by the Customer's name being already included in the Saleslogic sales database then in such case the prospective Customer introduced by the Channel Partner shall not be recognized as a prospective Customer for the purposes of earning Commission unless the Parties agree otherwise in writing.

7. CONCLUSION OF SALESLOGIC BUSINESS

7.1 The Channel Partner shall not have the right to independently conclude any agreements on any contract deploying Saleslogic Products to any Customers or to bind Saleslogic to a contract with the Customer in any way whatsoever. All business shall be finally concluded upon Saleslogic providing the Channel Partner and the Customer with its approval.

7.2 Saleslogic shall have the absolute discretion to reject any application by a potential Customer introduced to it by the Channel Partner. Saleslogic shall upon the conclusion or rejection of business with the Customer (as the case may be) provide written feedback to the Channel Partner.

8. COLLECTION OF FEES

The Channel Partner shall not be involved with the collection of fees, all amounts due and payable to Saleslogic shall be collected by Saleslogic.

9. CANCELLATION OF SALESLOGIC PRODUCTS

The Channel Partner shall not have the right to cancel Saleslogic Products unless such cancellation is instructed by the Customer in writing and Saleslogic agrees to such cancellation.

10. ADMINISTRATION OR SERVICE FEE

No administration fee, service fee or any other fee shall be charged by the Channel Partner pursuant to this agreement to the Customer in respect of the Saleslogic products and services.

11. OBLIGATIONS OF THE CHANNEL PARTNER

The Channel Partner shall:



- 11.1 not appoint any sub-agents to canvass for or market the Saleslogic business without first obtaining Saleslogic's written approval and complying with the conditions for such appointment, if any, communicated by Saleslogic to the Channel Partner from time to time;
- 11.2 at all times implement the relevant Saleslogic Products, practice, instructions, direction and rules of Saleslogic as may be communicated to the Channel Partner from time to time;
- 11.3 comply with all applicable laws, rules and regulations pertaining thereto
- 11.4 ensure that all employees who market any Saleslogic Products, receive the necessary training, in order to possess the relevant knowledge, competency and proficiency in the Saleslogic Products that they may market;
- 11.5 observe good faith towards Saleslogic and the Customers;
- 11.6 not hold out or represent anything which is contrary to the terms, conditions, restrictions and the like to which the Saleslogic business is subject;
- 11.7 not be entitled to advertise the Saleslogic business in any media or communicate with the media in regard to the Saleslogic business without the written approval of Saleslogic;
- 11.8 prior to dealing with any Customer on behalf of Saleslogic, advise Customers that it acts as a Channel Partner on behalf of Saleslogic in terms of this agreement;

12. CLAIMS

The Channel Partner shall notify Saleslogic in writing within 72 (seventy two) hours of the service (delivery) on the Channel Partner of any legal process relating to the Saleslogic business or the Channel Partner becoming aware of any potential legal action against him which may have any impact on Saleslogic.

13. SALESLOGIC PRODUCT AND FEE AMENDMENTS

Saleslogic may from time to time, at their discretion, modify the Saleslogic Products and amend Fees payable by Customers. Such changes may be effective immediately or based on a communicated notice period.



14. COPYRIGHT AND TRADEMARKS

The Channel Partner acknowledges and agrees:

- 14.1 that copyright and ownership in all documents, records and procedures pertaining to the Saleslogic business vest and shall continue to vest in Saleslogic and that unauthorised publication, use or reproduction thereof is prohibited;
- 14.2 that Saleslogic is the proprietor of certain trademarks, trade names, designs, logos, characteristics, intellectual property, codes and descriptions which are registered in terms of the Trade Marks Act of 1993, or pending application for registration or which are in use but not so registered or so pending;
- 14.3 not to do anything which may have the effect, directly or indirectly, of infringing the said copyright or any of the other rights described in clause 14.2.

15. DOCUMENTATION

All documentation, computer software and other material which Saleslogic makes available to the Channel Partner from time to time shall remain the sole and exclusive property of Saleslogic at all times, and may not be copied or reproduced by the Channel Partner, without the express written authority of Saleslogic, except to the extent necessary for the fulfillment of the purposes of this agreement, and be returned to Saleslogic on termination of this agreement.

16. CONFIDENTIALITY

The Parties shall keep confidential each other's systems, know-how, trade secrets, documents, computer software and other confidential information.

17. DISCONTINUATION OF SERVICES

The Channel Partner acknowledges that subject to the provisions of the Saleslogic Terms and Conditions no service will continue if fees due by the Customer are not paid when due.

18. BREACH

If either party commits any material breach of this agreement and fails to remedy such breach within 10 (ten) days after receipt by that party ("the defaulting party") of written notice from the other party ("the



aggrieved party") calling upon it to do so, then the aggrieved party shall be entitled, without prejudice to any other rights it may have in terms of this agreement, including the right to claim damages, to cancel this agreement on 15 (fifteen) days' written notice.

19. AUTOMATIC TERMINATION

19.1 Should the Channel Partner:

- 19.1.1 if a natural person or partnership or unincorporated association, be sequestrated (whether provisionally or finally) or surrender his estate; or
- 19.1.2 if a juristic person, be wound up (whether provisionally or finally or whether voluntarily or compulsorily) or placed under judicial management (whether provisionally or finally); or
- 19.1.3 if a partnership, company or trust, be dissolved or sold; or
- 19.1.4 effect or offer to effect a general compromise with its creditors or any class of them; or
- 19.1.5 suffer the attachment of any of its assets to be attached in execution; or
- 19.1.6 do anything which would amount to an act of insolvency as defined in Section 8 of the Insolvency Act No. 24 of 1936; or

then Saleslogic shall be entitled, but not obliged, forthwith to terminate this agreement.

19.2 The Channel Partner warrants that as at the date of signature of this agreement, none of the circumstances envisaged in sub-clauses 19.1.1 to 19.1.6 are in force or are pending against it or any of its directors.

19.3 Should Saleslogic:

- 19.3.1 be sold in its entirety or the Saleslogic products sold out of the company or;
- 19.3.2 the company is deemed to be insolvent or is liquidated;

then this agreement shall be terminated.



20. DURATION

This agreement shall come into effect on the date of last signature and shall remain in force unless terminated:

20.1 in writing at any time by either party on 30 (thirty) days' written notice to the other;

20.2 in terms of clauses 18 and 19

21. EFFECT OF CANCELLATION OR TERMINATION

21.1 Upon the termination of this agreement at any time and for any reason, the Channel Partner shall forthwith:

21.1.1 cease to canvass for and market the Saleslogic business;

21.1.2 deliver to Saleslogic all software, records, files, claim forms and Saleslogic Products and other material and documentation in the possession of the Channel Partner pertaining to the Saleslogic business introduced in terms of this agreement together with all copies thereof in the Channel Partner's possession or under its control; and

21.1.3 desist from holding out in any way that the Channel Partner remains entitled to canvass for or market Saleslogic business.

21.2 The termination of this agreement shall equally terminate all commissions payable to the channel partner.

22. DOMICILIA

22.1 The parties choose as their respective *domicilia citandi et executandi* for the service on them of all legal processes, notices, correspondence and communications in terms of this agreement the addresses set out in the front page of this agreement, provided that either party may change its domicilium to any other address in the Republic by written notice to the other party with effect from the date of deemed receipt of such notice and that such new address contains a physical address for the service of legal processes.



22.2 Any notice, order, acceptance, demand or other communication sent by pre-paid registered post shall have been deemed to have been received by the addressee on the 10th (tenth) day following the date of posting thereof.

22.3 Any notice given by a party to this agreement to another party to this agreement which is sent by facsimile during the normal business hours of the receiving instrument shall be rebuttably presumed to have been received on the date of successful transmission thereof, provided that any party may change its facsimile number to any other facsimile number in the Republic by written notice to the other parties with effect from the date of deemed receipt of such notice. Legal processes may not be sent by facsimile.

23. NON-WAIVER

Neither party to this agreement shall be precluded from exercising any right in terms of or arising from this agreement by reason that such party has previously, in respect of the same or any other right, granted an extension of time or other indulgence for the relevant or any other payment or performance or failure to enforce the terms of this agreement timeously or at all, and no failure to delay in or about the exercise of its rights under this agreement shall operate as a waiver of rights.

24. NON-VARIATION

24.1 This agreement, and all annexures, contains the entire agreement between the parties.

24.2 No warranties, representations, disclosures or expressions of opinion have been made which have not been incorporated into this agreement as warranting or undertakings.

24.3 No variation or consensual cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by all parties.

24.4 No provision of this agreement shall be construed as preventing Saleslogic from amending Saleslogic's Terms and Conditions or changing the Saleslogic products at any time.

25. DISPUTE RESOLUTION / ARBITRATION

25.1 Should any dispute, disagreement or claim arise between the Parties (called hereafter "the dispute") concerning anything arising from or in connection with this Agreement, the Parties undertake to resolve the dispute by negotiation. The process shall involve senior representatives



appointed by both Parties, meeting with each other, within 10 (ten) business days of a written notice to try and resolve the dispute.

- 25.2 If the dispute has not been resolved by such negotiation and the dispute is arbitral in law, it shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa (AFSA) by an arbitrator or arbitrators appointed by AFSA.
- 25.3 The arbitrator shall be appointed by the Parties, and failing Agreement, shall be nominated by the Chairman for the time being of the Durban Bar Council and the arbitration shall be held at Durban.
- 25.4 The arbitrator shall be entitled to:
- 25.4.1 determine and settle the formalities and procedures, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence;
 - 25.4.2 investigate or cause to be investigated any matter, fact or thing which the arbitrator considers necessary or desirable in connection with any matter referred to him for decision;
 - 25.4.3 decide the matters submitted to the arbitrator according to what he or she considers just and equitable in all the circumstances, having regard to the purpose of this Agreement; and
 - 25.4.4 make such award, including an award for specific performance, an interdict, damages or a penalty or the costs of arbitration or otherwise as the arbitrator in his or her discretion may deem fit and appropriate.
- 25.5 The arbitration shall be held as promptly as possible after it is agreed between the Parties, with a view to it being completed within 30 (thirty) days.
- 25.6 The arbitrator's decision will be final and binding upon the Parties and may be made an order of any competent court having jurisdiction over any of the Parties to the dispute.
- 25.7 The inclusion of this arbitration clause shall not prevent a Party from applying to a Court for urgent or interim relief in the appropriate circumstances.



25.8 This clause shall remain in effect even if the Agreement terminates, is nullified or cancelled for whatsoever reason or cause.

26. GENERAL

26.1 No provision of this Agreement (including, without limitation, the provisions of this clause) may be amended, substituted or otherwise varied, and no provision may be added to or incorporated in this Agreement, except (in any such case) by an Agreement in writing signed by the duly authorised representatives of the Parties or in the case of Adam Walker in person or any other person delegated with signatory responsibilities.

26.2 Any relaxation, indulgence or delay (collectively referred to as "Indulgence") by either Party in exercising, or any failure by either Party to exercise, any right under this Agreement shall not be construed as a waiver of that right and shall not affect the ability of that Party subsequently to exercise that right or to pursue any remedy, nor shall any Indulgence constitute a waiver of any other right (whether against that Party or any other person).

26.3 The waiver of any right under this Agreement shall be binding on the waiving Party only to the extent that the waiver has been reduced to writing and signed by the duly authorized representative/s of the waiving Party.

26.4 This Agreement supersedes all prior Agreements, representations, communications, negotiations and understandings between the Parties concerning the subject matter of this Agreement.

26.5 Whenever possible, each provision of this Agreement shall be interpreted in a manner which makes it effective and valid under applicable law, but if any provision of this Agreement is held to be illegal, invalid or unenforceable under applicable law, that illegality, invalidity or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in full force.

26.6 This Agreement may be executed in any number of identical counterparts, all of which when taken together shall constitute one Agreement. Any single counterpart or a set of counterparts taken together which, in either case, are executed by the Parties shall constitute a full original of this Agreement for all purposes.

26.7 All notices and any other communications whatsoever (including, without limitation, any approval, consent, demand, query or request) by either Party in terms of this Agreement or relating to it shall be given in writing, and shall be sent by registered post, or delivered by hand to the recipient Party



at its relevant address set out at the beginning of this Agreement which addresses shall also serve as the domicillium citandi et executandi for each respective Party.

- 26.8 Either Party may, by written notice to the other Party, change any of the addresses at which, or the designated person for whose attention those notices or other communications are to be given.
- 26.9 Any notice or other communication given by any Party to the other which:
- 26.9.1 is sent by registered post to the addressee at its specified address shall rebuttably be presumed to have been received by the addressee on the 7th (seventh) day after the date of posting;
- 26.9.2 is delivered by hand during the normal business hours of the addressee at its specified address shall be rebuttably presumed to have been received by the addressee at the time of delivery; or
- 26.10 The Parties agree to perform, or procure the performance, of all further things, and execute and deliver (or procure the execution and delivery) of all further documents, as may be required by law or as may be desirable or necessary to implement or give effect to this Agreement and the transactions contemplated therein.
- 26.11 The rule of interpretation (the *contra proferentem rule*) that the Agreement shall be interpreted against the party which drafted the Agreement shall not be applicable.
- 26.12 The Parties shall keep the contents of this Agreement confidential.



SALESLOGIC

Signed at _____ on this ____ day of _____ 20__

Signature: _____ Witness: _____

Name: _____ Name: _____

Title: _____

for and on behalf of Saleslogic (Pty) Ltd
who warrants that he is duly authorised hereto

CHANNEL PARTNER

Signed at _____ on this ____ day of _____ 20__

Signature: _____ Witness: _____

Name: _____ Name: _____

Title: _____

for and on behalf of Channel Partner
who warrants that he is duly authorised hereto



Annexure "A"

SALESLOGIC PRODUCTS & SERVICES

The products and services offered by Saleslogic under the General Terms encompass a number of different products and services within the Saleslogic Suite including but not limited to:

- a) the field sales mobile application
- b) the custom branded business to consumer (B2C) e-Commerce platform that allows customers to order on-line
- c) the custom branded business to business (B2B) e-Commerce platform that allows customers to order on-line and receive customised catalogues and pricelists
- d) an on-line inter-operable product database that combines all digital sales and distribution platforms (a, b and c are collectively referred to as the "Saleslogic Suite of Products and Services")
- e) any other product or service which is affiliated by the above, as endorsed by Saleslogic

SALESLOGIC

Signed at _____ on this _____ day of _____ 20__

Signature: _____

Witness: _____

Name: _____

Name: _____

Title: _____

for and on behalf of Saleslogic (Pty) Ltd
who warrants that he is duly authorised hereto

CHANNEL PARTNER

Signed at _____ on this _____ day of _____ 20__

Signature: _____

Witness: _____

Name: _____

Name: _____

Title: _____

for and on behalf of Channel Partner
who warrants that he is duly authorised hereto



Annexure "B"

SALESLOGIC COMMISSION RULES & REMUNERATION – CHANNEL PARTNER

By definition, a Channel Partner is an individual or company who co-sells Saleslogic’s products and services in exchange for commission, as defined below.

The channel partner will be due an ongoing annuity calculated as a fixed percentage of 20% of the monthly platform license fee only (excluding VAT) for a period of 6 months providing the customer remains a client of Saleslogic and consumes the products sold for the duration of this time. This amount is paid to the partner once Saleslogic has received full settlement of the invoice raised to the client, and on presentation of a valid invoice from the Channel Partner. Should there be a credit passed against an invoice where commission was paid to the Channel Partner, the commission will be clawed back in the same proportion of the credit value against invoice value. Saleslogic accepts no liability for the reason for credit.

Channel partner invoices need to be made out to Saleslogic (Pty) Ltd, Reg No 2016/105863/07, 47 Woodside Avenue, Westville, 3629.

SALESLOGIC

Signed at _____ on this _____ day of _____ 20____

Signature: _____

Witness: _____

Name: _____

Name: _____

Title: _____

for and on behalf of Saleslogic (Pty) Ltd
who warrants that he is duly authorised hereto



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CHANNEL PARTNER

Signed at _____ on this _____ day of _____ 20____

Signature: _____

Witness: _____

Name: _____

Name: _____

Title: _____

for and on behalf of Channel Partner
who warrants that he is duly authorised hereto



Annexure "C"

CHANNEL PARTNER DETAILS

The following needs to be completed and submitted prior to any payments being made.

Bank Name:	
Account Holder:	
Account Number:	
Branch:	
Branch Code:	

The following documents need to be submitted:

- Certified Identification Document, or in the case of a company, CK documents and certified Identification of directors
- Proof of Address
- Proof of Banking Details (Bank Confirmation Letter)