

Doc No: SM-SL-GL-0005 Rev No: 2.00 Rev Date: September 2025	RESELLER AGREEMENT	<i>Broadband</i> Infraco 
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RESELLER AGREEMENT

entered into by and between

NAME OF OTHER PARTY

Herein represented by **NAME** in his capacity as the **TITLE** and being duly authorised thereto.

and

BROADBAND INFRACO SOC LIMITED

Herein represented by **Mr Gift Zowa** in his capacity as the **Chief Executive Officer** and being duly authorised thereto.

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1. INTERPRETATION AND DEFINITIONS

1.1 In this Agreement a word importing:

1.1.1 any one gender includes the other gender;

1.1.2 the singular includes the plural and vice versa; and

1.1.3 the singular includes created entities (corporate and unincorporated) and the state and vice versa.

1.2 Unless the context otherwise indicates, the following words or expressions used in this Agreement shall have the meanings given to them hereunder and cognate words or expressions shall have corresponding meanings:

1.2.1 **“Affiliate”** means, the holding company, subsidiary, associated and/or related company of Broadband Infraco, including their successors and permitted assigns;

1.2.2 **“Agreement”** means this Agreement and attachments that may be annexed to this master services agreement from time to time, by mutual agreement between the Parties;

1.2.3 **“Broadband Infraco”** means Broadband Infraco SOC Limited, a company duly registered under the company laws of the Republic of South Africa with registration number 1989/001763/30 and having its principal place of business at Sender Technology Park, Octave Street, Radiokop, Honeydew 2040;

1.2.4 **“Business Day”** means any day other than Saturday, Sunday or a public holiday officially recognized as such in the Republic of South Africa;

1.2.5 **“Confidential Information”** means all information which is confidential or proprietary in nature to a Party including, to the extent that it is not freely and publicly available, commercial, financial, technical, scientific and research information, trade secrets, passwords, or other secret codes, information disclosed with the permission of third parties in which third parties have confidential rights, information legally protected from public disclosure, any information the unauthorized disclosure of which could reasonably be expected to cause harm or risk to the owner of the information and any other information designated by the disclosing Party as confidential or which is manifestly confidential;

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- 1.2.6 “**Customer**” means an entity the Reseller has secured to procure a Service from Broadband Infraco;
- 1.2.7 “**Customer Data / Data**” means all data either provided by the Customer or generated through the provision of the Service as well as all information relating to the Customer in terms of its categorisation within a group or type based on various demographic, psychographic and/or geographic characteristics;
- 1.2.8 “**Effective Date**” means the date of signature of this Reseller Agreement by the Party signing last in time;
- 1.2.9 “**Intellectual Property Rights**” means all rights recognized and protected as such under South African law, including without limitation, copyright, trademarks, designs, patents and know-how;
- 1.2.10 “**Lease Service**” means a Service that is procured on a lease basis through monthly, quarterly or annual lease payments as provided for in a Service Order Form;
- 1.2.11 “**Licence**” means the Electronic Communications Network Service licence issued to Broadband Infraco on 19 October 2009, and any renewal, amendment, re-issue or equivalent thereof authorising Broadband Infraco to provide the Services;
- 1.2.12 “**Party**” means either of the signatories to this Agreement and “**Parties**” means both of them collectively, and shall be deemed to include their respective successors and permitted assigns;
- 1.2.13 “**Prospect List**” means Broadband Infraco’s customer leads of less than six (6) months;
- 1.2.14 “**Reseller**” means an entity whether licensed or unlicensed that is in good-standing with all relevant statutory authorities in South Africa and any countries or markets that it re-sells Broadband Infraco’s Services in and is appointed as a Reseller in terms of this Agreement being duly incorporated under the company laws of South Africa as _____ (company name) having its registered address at _____ and having company registration number _____;
- 1.2.15 “**Service**” means a fibre related service provisioned for the Customer by Broadband Infraco pursuant to a Service Order Form to entered into by Broadband Infraco and the Customer;

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- 1.2.16 “**Service Order Form**” or “**SOF**” means the form, a pro forma of which the Customer accepts a quotation for Services, setting out the details of the Services requested including the Service description, quantities, fees and charges payable and timetable for and/or duration of delivery of the Services
- 1.2.17 “**Service Provisioning Relationship**” means the process of setting up and activating services for customers including, and not limited to, creating user accounts, configuring network settings and ensuring that all necessary equipment is in place; and
- 1.2.18 “**VAT**” means value-added tax levied on the charges and fees as required under the VAT Act.

2. PARTIES

The parties to this Agreement are:

- 2.1 **NAME OF OTHER PARTY** (hereinafter “**the Reseller**”); and
- 2.2 **BROADBAND INFRACO SOC LIMITED**
(hereinafter “**Broadband Infraco** ”)

3. BACKGROUND

It is hereby recorded that:

- 3.1 Broadband Infraco holds an Individual Electronic Communications Network Service licence (“the licence”);
- 3.2 Broadband Infraco seeks to finalise a strategic relationship with licensed and un-licensed entities that can sell Broadband Infraco’s Services to expand the Company’s customer base;
- 3.3 The Reseller does / does not hold an Individual or Class Electronic Communications Service but intends to sell to entities who hold such a licence; and
- 3.4 The Reseller has strategic relationships with prospective customers for the Service; and

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- 3.5 The Parties wish to combine their efforts and resources to pursue the joint acquisition of new business for Broadband Infraco.

4. THE OBJECTIVE OF THE AGREEMENT

- 4.1 This Agreement seeks to formalise the cooperation between the Parties by determining the scope and extent of such cooperation in respect of the Reseller reselling Services on behalf of Broadband Infraco.
- 4.2 This Agreement records the principal terms and conditions of the agreement reached between the Parties.

5. BROADBAND INFRACO'S VALUE PROPOSITION

Broadband Infraco provides the following services to the South African ICT market:

- 5.1 National long-distance high-capacity fibre coverage;
- 5.2 International Connectivity – Cable Landing Station WACS
- 5.3 24/7 Network Operation Centre for network management and monitoring;
- 5.4 Technical staff throughout South Africa to ensure optimum network operation and maintenance;
- 5.5 Fibre redundancy throughout the network to guarantee appropriate service up-time;
- 5.6 Remote Peering;
- 5.7 Colocation Services;
- 5.8 Equipment and Mast Colocation;
- 5.9 Customer Tie-Cable Maintenance Services; and

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5.10 Third Party Fibre Optic Network Monitoring and Maintenance Services.

6. BROADBAND INFRACO'S OBLIGATIONS

Broadband Infraco shall provide the following to the Reseller:

- 6.1 Training on products, services and internal processes;
- 6.2 Quote as per the Reseller's request;
- 6.3 Product and service information, such as but not limited to brochures and pamphlets;
- 6.4 Broadband Infraco brand image training; and
- 6.5 Establish a private information portal for communication between itself and the Reseller.

7. RESELLER'S VALUE PROPOSITION

The Reseller shall provide the following services to enable and facilitate the sustainability of the Broadband Infraco's relationship with the Customer:

- 7.1 Dedicated resources to be trained by both Business Development Managers and Engineers of Broadband Infraco;
- 7.2 Promote and sell Broadband Infraco's products and services to different organizations including both the public and private Sector organizations;
- 7.3 Observe Broadband Infraco's operational governance, ethics and policies;
- 7.4 Sell Broadband Infraco's products into Sub-Saharan Africa

8. RESELLER'S OBLIGATIONS

The Reseller shall:

- 8.1 Comply with all relevant Broadband Infraco policies and instructions;
- 8.2 Comply with all relevant statutory authorities including but not limited to, ICASA, SARS, CIPC and the Department of Labour;
- 8.3 The Reseller to facilitate Broadband Infraco with any and all relevant signed contracts material to this Reseller Agreement, including its contracts with Customers;

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- 8.4 Provide good customer service and customer relationship management to Customers; and
- 8.5 Provide Broadband Infraco with a bank stamped proof of account for receipt of its portion of the profit-share.

9. AREAS OF COOPERATION AND COLLABORATION

In an effort to enable and sustain their reseller relationship, the Parties shall cooperate and collaborate with one another in relation to:

- 9.1 Pursuit of business opportunities requiring fibre deployment and the provision of end-user services;
- 9.2 Preparation of tenders consistent with clause 9.1, including:
 - 9.2.1 Pricing;
 - 9.2.2 After sales support;
 - 9.2.3 Network solution design; and
 - 9.2.4 Marketing and communication.

10. SCOPE OF THIS AGREEMENT

- 10.1 This Agreement sets out the basis on which the Parties shall establish their reseller relationship and revenue share.
- 10.2 Broadband Infraco shall enter into separate Service Order Forms, Service Level Agreements and other relevant supporting agreements with each Customer in which the Reseller is able to assist Broadband Infraco conclude a Service provisioning relationship.
- 10.3 Nothing contained in this Agreement shall be construed as binding the Parties to any form of exclusivity and both Parties shall be entitled to conduct business independent of each other where market requirements so dictate, unless otherwise agreed upon in writing.

11. SALES TARGETS

- 11.1 The Parties shall agree in writing the annual sales targets for the forthcoming financial year which the Reseller must achieve;

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- 11.2 The Parties shall review the sales targets quarterly;
- 11.3 In terms of clause 6 above, Broadband Infraco shall provide the Reseller with the necessary product training to enable the Reseller to meet its obligations in terms of this Agreement;
- 11.4 If the Reseller fails to meet its sales targets for three (3) consecutive quarters, Broadband Infraco may terminate this Agreement at its sole discretion; and
- 11.5 The sales targets to be agreed between the Parties shall exclude customers that are already on Broadband Infraco's Prospect List for less than six (6) months.

12. REVENUE SHARE MODEL

The Revenue share model is supported by the following governing principles:

- 12.1 The revenue-share model is based on Total Contract Value (TCV) and shall be calculated **inclusive of VAT.**
- 12.2 The price to market as determined by the prevailing market factors which Broadband Infraco will present to the Reseller who in turn will deliver this price to its customers as the recommended price.
- 12.3 The Reseller on receipt of an order for a Service will place an order with Broadband Infraco who will provision the Service on behalf of the Reseller.
- 12.4 The revenue - share model shall mean that the Reseller shall receive 12% (twelve percent or more, depending on the additional value add on top of the base amount agreed. The final agreed amount will be approved by EXCO.) of the Total Contract Value (TCV) for a Service s/he or it successfully brings to Broadband Infraco, which results in the conclusion of a SOF for a Service to be provisioned by Broadband Infraco to a customer.
- 12.5 Payment of the Reseller's revenue-share shall be made on the following basis:
 - 12.5.1 The Reseller shall receive 50% (fifty percent) of its revenue share within 30 days of Broadband Infraco being paid the first amount due to it on the SOF;
 - 12.5.2 The Reseller shall receive another 20% (twenty percent) of the value of the SOF within 30 days of Broadband Infraco receiving the next payment due to it in terms of the SOF;

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12.5.3 The Reseller shall receive another 20% (twenty percent) of the value of the SOF within 30 days of Broadband Infraco receiving the next payment due to it in terms of the SOF; and

12.5.4 The Reseller shall receive the remaining 10% (ten percent) of the value of the SOF within 30 days of Broadband Infraco receiving the next payment due to it in terms of the SOF.

12.6 The revenue - share payable to the Reseller shall be determined by Broadband Infraco provisioning the Service as listed in the applicable Service Order Form.

13. COMMENCEMENT AND DURATION

13.1 Notwithstanding the duration of this Agreement, which shall be for three (3) years from the date of signature hereof, each SOF signed with the Reseller shall endure for the period of time specified in that SOF.

13.2 This Agreement shall be reviewed at least on the second (2nd) year of it coming into operation, unless superseded by another signed agreement between the Parties.

14. INVOICING AND PAYMENT

14.1 Broadband Infraco shall invoice the Customer 30 (thirty) days in advance for each Service provided to it.

14.2 Broadband Infraco shall pay the Reseller within 30 (thirty) days of receipt of payment from the Customer.

14.3 All invoices shall be inclusive of VAT.

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15. AMENDMENTS

- 15.1 No alteration, variation, addition or agreed cancellation of this Agreement shall be of any force or effect unless reduced to writing as an addendum to this Agreement and signed by the Parties or their duly authorized signatories.
- 15.2 No failure or delay on the part of either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies which the Parties would otherwise have.
- 15.3 If any clause or term of this Agreement should be invalid, unenforceable or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable there from and shall continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of this Agreement.

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13. BREACH

13.1 Should either Party to the Agreement commit a material breach of any of the provisions of the Agreement including without limitation a breach of any warranty given in terms of this Agreement or any representation being incorrect (“the Defaulting Party”) and fail to remedy such breach within 14 (fourteen) calendar days of written demand from the other Party (the “Aggrieved Party”) or such longer period as may be reasonable in the circumstances, then the Aggrieved Party may, in addition to any other rights and remedies that it may have, including the right to recover damages:

13.1.1 Without notice to the Defaulting Party, to bring an application in any court of competent jurisdiction, whether on an urgent basis or not, for the granting of an interdict against the Defaulting Party to prevent any further breach of the terms of the Agreement; and/or;

13.1.2 Terminate any part of or all of the Agreement or the Services to which such breach relates, such termination to be effective immediately upon receipt by the Defaulting Party of written notice to that effect.

13.2 Notwithstanding anything to the contrary contained in this Agreement, a Party shall have the right to immediately terminate the Agreement if the other Party:

13.2.1 Is placed in provisional or final liquidation, whether compulsory or voluntarily; and/or

13.2.2 Allows any judgement granted against it to remain unsatisfied for a period of 10 (ten) days after such judgement comes to the attention of that Party save for that Party instituting appeal proceedings; and/or

13.2.3 On or after the Effective Date commits any act or omission which would render it liable to be liquidated; and/or;

13.2.4 On or after the Effective Date admits in writing that it is unable to pay its debts timeously or at all; and/or

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13.2.5 Becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; and/or

13.2.6 Makes an assignment for the benefit of all or substantially all of its creditors; and/or

13.2.7 Enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations.

13.3 The provisions of this clause 13 shall survive termination of this Agreement and continue to bind the Parties.

14. DISPUTE RESOLUTION

14.1 In the event of any dispute arising between the Parties under this Agreement, the Parties will act in good faith to attempt to settle the dispute through discussions between senior representatives (which may include their respective CEOs) of the Parties within 30 (thirty) days of a Party giving the other written notice of the issue in dispute.

14.2 Any dispute which cannot be resolved by the Parties within the 30 (thirty) day period mentioned in clause 14.1, shall be resolved by arbitration in the English language by a single arbitrator appointed by the President of the Arbitration Foundation of Southern Africa ("AFSA") and in accordance with the Rules of AFSA.

14.3 The arbitrator's award shall be subject to appeal provided that notice to appeal is delivered within 21 (twenty-one) days of the arbitrator's award stating the grounds of appeal. The appeal panel shall be three (3) arbitrators selected in the manner referred to in clause 0. The AFSA rules relating to appeals shall apply.

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14.4 Notwithstanding the provisions of this clause 14, either Party shall have the right to seek interim relief from any court of competent jurisdiction. The Parties submit to the non-exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with this Agreement, including its termination. The Parties further consent to the jurisdiction of the Gauteng Local Division of the High Court (Johannesburg).

15. **CONFIDENTIALITY**

15.1 Any information shared pursuant to this Agreement shall be used only for purposes of giving effect to the Agreement.

15.2 To the extent permitted by applicable legislation, the Parties shall hold confidential all information received from each other pursuant to this Agreement and shall not otherwise disclose such information than is necessary to carry out their regulatory or statutory responsibilities or otherwise in accordance with applicable legislation.

15.3 The Parties shall, prior to disclosing such confidential information or any part thereof, consult each other for direction and advice on such disclosure.

16. **DOMICILIA AND NOTICES**

16.1 Each of the Parties chooses as their domicilia citandi et executandi (domicilium) for the purposes of giving any notice, the serving of any process or for any other purpose arising from this Agreement at:

16.1.1 Broadband Infraco:
Sender Technology Park
Octave Street
Radiokop, Honeydew
2040
South Africa

Attention:
Email:
with a copy to:

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Head of Legal: Broadband Infraco
Sender Technology Park
Octave Street
Radiokop, Honeydew
2040
South Africa

Attention: Head of Legal
Tel: +27 (0) 11 235 1600
Email: legal@infraco.co.za

16.1.2 the Reseller:

PHYSICAL ADDRESS

Attention:
Email:

- 16.2 Each of the Parties shall be entitled from time to time, by written notice to the other Party to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or poste restante.
- 16.3 Any notice given, and any payment made by any Party to the other ("the Addressee") which:
- 16.3.1 is delivered by hand during the normal business hours of the Addressee at the Addressee's domicilium for the time being, shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee at the time of delivery; or
 - 16.3.2 is posted by prepaid registered post from an address within the Republic of South Africa to the Addressee at the Addressee's domicilium for the time being, shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee on the eighth day after the date of posting.

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- 16.4 Where in terms of this Agreement any communication is required to be in writing, the terms 'writing' shall include communications by electronic mail and/or facsimile. Communications by electronic mail or facsimile shall, unless the contrary is proved by the Addressee, be deemed to have been received by the Addressee 24 (twenty-four) hours after the time of transmission.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1 Nothing contained in this Agreement shall be construed to confer or be deemed to confer on either Party the Intellectual Property Rights of the other.
- 17.2 Each Party indemnifies the other against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses, arising out of any claims of infringement of any Intellectual Property Rights of any third party, which claim arises directly or indirectly out of the infringement by a Party of such Intellectual Property Rights.

18. PROTECTION AND DISCLOSURE OF DATA

- 18.1 The Parties agree to comply with Applicable Privacy Law in respect of Information and Customer Data.
- 18.2 The Reseller acknowledges and agrees that Data is Processed as a result of Services being provided and that Broadband Infraco is the Operator for such Data. The Reseller shall ensure that such Data is accurate and up to date when disclosed.
- 18.3 Where required by applicable privacy law (i) the Reseller and its Customer/s authorise the Processing of the Data and (ii) agrees to use reasonable endeavours to notify Customers users about:
- 18.3.1 Processing for maintaining the security, integrity and quality of the Network Services. Such Processing may include interception, monitoring or recording of communications in accordance with applicable law;
- 18.3.2 The processing by Broadband Infraco of the Information for the purposes of performing the Agreement and providing the Services

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18.3.3 Processing for Broadband Infracore's own market research and analysis in order to develop and improve Broadband Infracore's products and services. Such Processing will not include providing Data to third parties or making it publicly available; and

18.4 Disclosure of Data by Broadband Infracore to third parties:

18.4.1 if required by Applicable Privacy Law, court order or Privacy Authority and/or National Regulatory Authority; or

18.4.2 where such third parties are sub-contracted processors of Broadband Infracore; or

18.4.3 who are financial agencies (including debt collection or credit reference agencies, fraud monitoring schemes and credit providers) solely for credit vetting purposes only; or

18.4.4 who are Affiliates of Broadband Infracore.

18.5 Notwithstanding the aforesaid, in order to exercise any statutory rights in respect of Personal Data and if required by Applicable Privacy Law, Broadband Infracore will notify the Customer in writing.

19. **FORCE MAJEURE**

19.1 A Party shall not be liable for a failure to perform any of its obligations in terms of this Agreement in so far as it is able to prove that:

19.1.1 such failure was due to an impediment beyond its reasonable control;

19.1.2 it could not reasonably have been expected to have taken such impediment and its effects upon such Party's ability to perform into account at the time of conclusion of this Agreement; and

19.1.3 it could not reasonably have avoided or overcome the impediment or at least its effects and, for purposes of this clause 19, the following events (which enumeration is not exhaustive) shall be deemed to be impediments beyond the control of the Parties, namely:

- war, civil violence, riots and revolutions, acts of piracy, acts of sabotage;

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- natural disasters such as violent storms, cyclones, earthquakes, floods and destruction by lightning; and
- acts of Governmental authority, whether lawful or unlawful, apart from acts for which the Party seeking relief has assumed risk.

19.2 Relief from liability for non-performance by reason of the provisions of this clause 19 shall commence on the date on which the Party seeking relief gives notice of the impediment relied upon and shall terminate upon the date on which such impediment ceases to exist, provided that if the impediment continues for a period of more than 30 (thirty) consecutive days, the other Party shall be entitled to terminate this Agreement by written notice to the Party seeking relief.

19.3 Pursuant to clause 19.2 above, the affected Party shall give notice of the impediment relied upon, which notice shall contain the following:

- 19.3.1 particulars of the event contemplated under clause 19.1.3;
- 19.3.2 the impact of the event contemplated under clause 19.1.3 on the affected Party's obligations under the Agreement;
- 19.3.3 the affected Party's reasonable estimate of the length of time which its performance has been and will be affected by such event contemplated under clause 19.1.3; and
- 19.3.4 the steps which it is taking or intends to take or will take to remove and mitigate the adverse consequences of the event contemplated under clause 19.1.3 on its performance in terms of the Agreement.

20. GENERAL

20.1 This Agreement is not intended by the Parties to constitute or create a joint venture, partnership or formal business organisation of any kind, other than a teaming arrangement, and the rights and obligations of the Parties shall be only those expressly set forth herein and as are agreed in writing between the Parties. Neither Party shall have authority to bind the other except to the extent authorised herein. The Reseller shall remain as independent contractor at all times and neither Party shall act as the agent for the other.

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- 20.2 Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties.
- 20.3 In no event shall either Party be responsible or liable for any direct, indirect, special, punitive, incidental or consequential damages, including lost profits, suffered or incurred by the other Party arising out of or in connection with this Agreement, nor for exemplary or punitive damages; Notwithstanding the foregoing, each Party's liability to the other for any and all claims, losses or damages (whether direct, indirect, special, consequential or otherwise) arising in respect of a breach hereof shall not exceed the amount of R5,000,000.00 (five million Rand) per claim. This limitation of liability shall apply regardless of the form of action, whether in contract, delict or otherwise and regardless of whether either Party has been advised as to the possibility of such claims, losses or damages.
- 20.4 Subject to any other provision of this Agreement, this Agreement may not be assigned or otherwise transferred by either Party in whole or in part without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.
- 20.5 This Agreement (including this clause 20.5) shall not be amended or modified, nor shall any waiver of any right hereunder be effective, unless set forth in a document executed by duly authorised representatives of both Parties.
- 20.6 The content of this Agreement may be made known to appropriate Customer representatives by either Party, if requested by the Customer.
- 20.7 This Agreement contains all of the agreements, representations and understanding of the Parties hereto related to the subject-matter hereof and supersedes and replaces any and all previous understandings, commitments or agreements, oral or written.
- 20.8 If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of the state or local Government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

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- 20.9 The Parties agree that they will act in good faith towards each other throughout the duration of this Agreement and any Prime Contract.
- 20.10 Neither Party shall be liable to the other Party for any delay or non-performance of its obligations under this Agreement arising from force majeure. Subject to the Party so delayed promptly notifying the other Party in writing of the reason for the delay and the likely duration of the delay, the performance of the delayed Party's obligations, to the extent affected by the delay, shall be suspended during the period that the cause persists, provided that if performance is not resumed within 30 (thirty) days after that notice the non-delayed Party may by notice in writing terminate this Agreement.

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SIGNED at _____ on this _____ day of _____ 202_

For: **BROADBAND INFRACO SOC LIMITED**

(Signature)

Duly Authorised

(Name of witness in block letters)

(Name of signatory in block letters)

SIGNED at _____ on this day of _____ 202_

For: **NAME OF RESELLER**

(Signature)

Duly Authorised