

Enterprise Sales Associates Agreement

Additional Terms & Conditions

INTERPRETATION:

- A. The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- B. In this Agreement, unless inconsistent with or otherwise indicated by the context, the following words shall have the meanings ascribed to them below:

“Agreement” – This Agreement together with the annexures attached hereto (or as amended).

“ESA”– **“ESA”** or **“Enterprise Sales Associate”** is where a Dealer facilitates a deal with a prospective client but cannot conclude with the client without aid of SPECTRANET. In this scenario, the conclusion of the deal i.e. the execution of the Service agreements, regulatory documentations and the provision of technical aid required by the client is the functional responsibility fulfilled by SPECTRANET.

Such a dealer is deemed to be an **Enterprise Sales Associate** for the client. This dealer will be expected to help at all stages till a deal is concluded in totality through SPECTRANET sales staff and by obtaining a signed purchase order from the client along with payments being paid into SPECTRANET Account number as mentioned on its website www.spectranet.com.ng

This dealer would only require **SPECTRANET’s assistance for technical issues pertaining to the Internet service** being provided by SPECTRANET Limited and is **not inclusive of the Client's internal network**.

“PO”- PO refers to an order received in favor of SPECTRANET to come and install equipment and acceptance of SPECTRANET Service Proposal submitted by ESA for subscription of desired bandwidth on Dedicated Radio Frequency Link at prices indicated in table mentioned in **Annexure-1**

“CAF” **Customer Application Form (As in Annexure 4)**

“EHA” **Equipment Hire Agreement (As in Annexure 5)**

“SLA” **Service Level Agreement (As in Annexure 6)**

“Initial Payment”

Initial Payment is where a client has completed all documentation formalities (CAF + EHA+SLA) and has committed financially by making payment through any medium to SPECTRANET. Such payment is made in advance and treated as received only once confirmed as credited to SPECTRANET Bank account.

“Client” – Client is referred to a customer interested in gaining access to SPECTRANET Network Services offered for commercial customers interested in taking

“Non-Qualified Sales Lead”

Non-Qualified Sales Lead is where any dealer merely introduces a client to SPECTRANET, and dealer functions in this capacity as an aid for SPECTRANET to obtain a signed agreement, initial payment from the client, such a client is a **“Non-Qualified Sales Lead”** and as such, is not qualified yet for any payment or commission.

“Qualified Sales Lead”

Qualified Sales Lead is where a **“Non-Qualified Sales Lead”** is matured and Enterprise Sales process is completed by SPECTRANET and as such, Dealer is qualified for respective payment or commission, as per payment terms mentioned in **Annexure-2**.

“Service Proposal”

Service Subscription and installation prices are quoted at pre-approved prices by ESA to the client.

“Event of Default”

Is where a client:

- Does not subscribe to minimum 2 renewals after initial payment
- Does not give access to SPECTRANET to uninstall its assets leased as part of EHA

1. Compensation:

1.1 Where a dealer facilitates a deal with the client, he is known as an “**ESA**” and is qualified for compensation/commission, only when it is a “**Qualified Sales Lead**”.

1.2 A Dealer can be associated and compensated as mentioned below:

5.2.1 “Enterprise Sales Associate”:

20% Commission on first month renewal+
5% of 2 Renewals for First 2 renewals due

- 1.3 SPECTRANET will pay to Dealer referral fees/commission for any and all referred prospects who engage SPECTRANET’s services as long as such a dealer is active. The dealer will be treated as active for a period of 90 days since last qualified sales lead. The respective compensation plans/payment schedules are listed in the 5.2 above
- 1.4 Such commission shall not be deemed earned by Dealer until SPECTRANET’s fees are actually received from the qualified sales lead.
- 1.5 Should SPECTRANET never be repaid by Client after Initial payment; or for any other reason SPECTRANET never receive due subscription fee(s) for minimum 2 renewals, then no commission shall be owed by SPECTRANET to Dealer for that specific transaction for consequent months.
- 1.6 All Compensations shall be paid in period not exceeding 4 months from date of activations for the specific transaction, unless the transaction is not communicated to the dealer in writing as “event of default”.
- 1.7 Should SPECTRANET be forced to declare an Event of Default, as such is defined in this agreement, then (in recognition of SPECTRANET’s increased costs of collection and monitoring) until all condition(s) causing the declaration of default are cured, Dealer shall irreversibly forfeit any right to commission(s) earned herein during the period that the conditions of default were existent and/or uncured.

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Annexures

ANNEXURE-1: PRODUCTS & PRICE LISTS

Dedicated Internet BW Solutions

Access One: It provides your business with a dedicated, 24 hour-a-day link to the Internet on SPECTRANET's Tier 1 Internet Backbone, which is supported on Microwave ring architecture. It is ideal for companies who require Low latency and high uptime in order to support High Speed Internet Browsing, committed uptime, ERP applications, audio & video conferencing or live streaming in the World Wide Web, or any kind of multi-user activity. Since the **bandwidth is dedicated** to the customer, the service provides secure, reliable and high speed connectivity.

Features:

1. Internet bandwidth capacity of 1024 and nXE1
2. Uptime guarantee of 98.5%, 1:1 Port Capacity
3. Services delivered on 4GLTE RF (Radio Frequency)

PRICE LIST –

As attached, subject to amendments from time to time and customization as per needs of the customer. Pricing will be subject to discretion of Spectranet Limited.

ANNEXURE-2 (Payment Schedule/Compensation/Commissions)

A Dealer can be associated and compensated as below:

A> **"Enterprise Sales Associate":**

20% Commission on first month renewal+

5% Commission of Monthly Renewals for First 2 Monthly Renewals due

Compensation Policy will be subject to amendments from time to time and will be subject to discretion of Spectranet

ANNEXURE-3: DEALER PROCESSES MANUAL

ANNEXURE-4: CAF

ANNEXURE-5: EHA

ANNEXURE-6: SLA Agreement