

## DEALER AGREEMENT

This Dealer Agreement is an agency agreement concluded between:

<b>HUGE</b>	
<b>Registered Company Name:</b>	Huge Networks (Pty) Ltd
<b>Company Registration Nr:</b>	2017/009214/07
<b>Physical Office Address:</b>	234 Glover Avenue Block D Waterford Court Lyttelton Centurion
<b>Postal Address:</b>	Postnet Suite 125 Private Bag X1015 Lyttelton 0140
<b>Primary Tel. Number:</b>	010 786 0000
<b>Fax Number:</b>	
<b>Email:</b>	
<b>For attention:</b>	The Managing Director

<b>Dealer</b>	
<b>Registered Company Name:</b>	
<b>Company Registration Nr:</b>	
<b>VAT Number:</b>	
<b>Physical Office Address:</b>	
<b>Postal Address:</b>	
<b>Primary Tel. Number:</b>	
<b>Fax Number:</b>	
<b>Email:</b>	
<b>For attention:</b>	

## 1 INTERPRETATION

The headings of the clauses in this agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this agreement nor any clause hereof. In this agreement, unless a contrary intention clearly appears –

### 1.1. words importing –

- 1.1.1. any one gender include the other two genders;
- 1.1.2. the singular include the plural and *vice versa*; and
- 1.1.3. natural persons include created entities (corporate or unincorporate) and the state and *vice versa*;

### 1.2. the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely –

- 1.2.1. **"agreement"** means this agreement, the annexures hereto;
- 1.2.2. **"bad debt"** means any amount owing to HUGE by a customer of HUGE in respect of the products sold to such customer pursuant to this agreement and which has not been paid to HUGE within a period of 60 (sixty) days after the date upon which the amount has become due and payable by such customer to HUGE;
- 1.2.3. **"commencement date"** means the date of signature of this agreement by the last party signing hereto;
- 1.2.4. **"customer"** means any third party in the territory to whom one or more of products is sold as contemplated in this agreement through the instrumentality of the Dealer;
- 1.2.5. **"gross profit"** or means the revenue at the current HUGE list price less:
  - 1.2.5.1. all cost of sales items;
  - 1.2.5.2. any refunds given, credits and discounts passed, equipment or access link subsidisation or allowances made on each such product during the month in question; and
  - 1.2.5.3. any bad debts pertaining to each such product incurred by HUGE during the month in question;
  - 1.2.5.4. Value Added Tax; it being recorded and agreed, for the avoidance of doubt, that in determining monthly revenue generated pursuant to this agreement for the purposes of calculating the "monthly profit" –
    - (a) only revenue generated by HUGE directly from the sale of the products by the Dealer (in the form of usage charges, product purchase prices and monthly fixed annuity charges and the like) shall be taken into account;
    - (b) no revenue generated by HUGE from ancillary services provided by HUGE in respect of the

products so sold such as set up or installation fees, service level agreement fees, maintenance or support fees, migration fees or training fees shall be taken into account;

1.2.6. **"network operator"** means any authorised supplier of telecommunication facilities and/or networks;

1.2.7. **"products"** means the telecommunications products and services sold by HUGE or that of any other subsidiary or associated company of HUGE, as reflected in Annexure A hereto, together with any other products which may from time to time be agreed between the parties to fall within the ambit of this agreement (which agreement shall be evidenced by including those product/s in Annexure A hereto);

1.2.8. **"subscription agreements"** means the agreements entered into between HUGE and the customers for the sale of the products that are either in the Initial Term as defined in the relevant subscriber agreement or has been renewed in writing, in both instances only as a result of the performance of the Dealer;

1.2.9. **"territory"** means the Republic of South Africa;

1.3. Any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;

1.4. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the agreement;

1.5. When any number of days is prescribed in this agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;

1.6. Expressions defined in this agreement shall bear the same meanings in schedules or Annexures to this agreement which do not themselves contain their own conflicting definitions;

1.7. Reference to day/s, month/s or year/s shall be construed as Gregorian calendar day/s, month/s or year/s;

1.8. Where any term is defined within the context of any particular clause in this agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this agreement, notwithstanding that that term has not been defined in this interpretation clause;

1.9. The expiration or termination of this agreement shall not affect such of the provisions of this agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;

1.10. The rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply;

1.11. Any reference in this agreement to a party shall, if such party is liquidated or sequestered, be

applicable also to and binding upon that party's liquidator or trustee, as the case may be.

## 2 APPOINTMENT OF DEALER

- 2.1. HUGE appoints the Dealer as a non-exclusive Dealer in the territory to sell the products and the Dealer accepts such appointment on the terms and conditions set out hereunder.
- 2.2. As from the Commencement Date, this agreement shall supersede any existing agency agreement.

## 3 DURATION

The appointment of the Dealer shall commence on the commencement date and shall continue indefinitely unless it is terminated:

- 3.1. in terms of clause 7, clause 10; or
- 3.2. by either party without cause by giving the other 30 (thirty) days' written notice to that effect.

## 4 THE DEALER'S DUTIES AND OBLIGATIONS

The Dealer shall:

### 4.1. Solicitation of Orders for the Products

- 4.1.1. actively solicit potential purchasers for the products in the territory;
- 4.1.2. provide information relating to the products to potential customers in the territory;
- 4.1.3. deal with all enquiries from potential customers promptly;
- 4.1.4. ensure that when approaching potential customers, such customers are not already customers of HUGE as, unless otherwise agreed in writing by HUGE, no commissions shall be payable to the Dealer in respect of sales concluded by the Dealer pursuant to this agreement in respect of such customers;
- 4.1.5. obtain, during the course of discussions with the potential customer, such customer's relevant billing information, the format of which is as defined by HUGE from time to time, and identify potential savings which may be achieved by HUGE for such customers;
- 4.1.6. complete together with the potential customer, proposal documentation to forward to HUGE together with the potential customer's relevant billing, telecommunications infrastructure information, scoping documents and other relevant information;
- 4.1.7. perform, on behalf of HUGE, all obligations in relation to such potential customers as may be required of HUGE pursuant to the Regulation of Interception of Communications and Provision of Communication Related Information Act, 2002;
- 4.1.8. submit all proposals generated by HUGE to potential customers and actively negotiate with potential customers with a view to concluding subscription agreements;
- 4.1.9. submit to prospective customers only such

contractual documentation as supplied to it by HUGE;

- 4.1.10. upon signature by a potential customer of contractual documentation, submit all such signed contractual documentation, including the completed scoping documents, or any other relevant document that is required as part of the contractual paperwork, to HUGE for approval, processing and implementation;
- 4.1.11. upon approval by HUGE of a customer and signature by HUGE of the relevant contractual documentation, notify the customer of such approval and liaise between HUGE and the customer so as to ensure that the customer is kept fully apprised of the status of the installations in respect of the products;
- 4.1.12. ensure that in relation to the solicitation of orders for the products and the implementation of the sales in respect of the products, it shall act in accordance with all or any conditions which may be stipulated by any competent authority and in accordance with all laws, statutes, regulations and other legal enactments applicable to such sales from time to time;
- 4.1.13. without limiting the generality of clause 4.1.12 above, comply with the provisions of Annexure B hereto.

### 4.2. Continuing Obligations In Respect Of Customers

- 4.2.1. impart all such information to the customer regarding HUGE's products as is necessary and relevant to the customer's needs;
- 4.2.2. liaise on a regular basis with customers so as ensure that they are provided with necessary after sales service and support as prescribed by HUGE from time to time;
- 4.2.3. attend to customer premises to provide onsite troubleshooting and problem resolution functions;
- 4.2.4. promptly respond to customer queries and pass queries on to HUGE in circumstances where the Dealer cannot deal with such queries on its own;
- 4.2.5. arrange to supervise and carry out in its own name and at its cost and expense as Dealer for and on behalf of HUGE, the furnishing of all documentation, delivery and/or any other step or transaction which is necessary to give effect to any contract with a customer in the territory;

### 4.3. Generally

- 4.3.1. observe all directions and instructions given to it by HUGE in relation to its appointment in terms of this agreement and to the sale and implementation of the sales in respect of the products, including, without limitation, such rules and regulations as may be promulgated by the networks operator(s) from time to time;
- 4.3.2. at all times adhere to the service level directives;
- 4.3.3. act in all respects with due care and diligence and with good faith towards HUGE and

promote and safeguard the interests of HUGE in regard to the product as if they were its own interests;

- 4.3.4. immediately disclose to HUGE all such facts and circumstances as the Dealer may suspect or might come to its notice which might affect the interests of HUGE in regard to the products or the customers;
- 4.3.5. not incur, save as expressly provided in this agreement, any liability on behalf of HUGE nor in any way pledge or purport to pledge the credit of HUGE nor accept any order nor make any contract binding upon HUGE;
- 4.3.6. save to give effect to this agreement, not hold itself out as the legal Dealer, representative or employee of HUGE;
- 4.3.7. not make any promises, representations, warranties or guarantees in regard to the products except as expressly authorised in writing by HUGE;
- 4.3.8. ensure that all its employees and representatives are properly trained, to the satisfaction of HUGE, in the marketing and selling of the products;
- 4.3.9. advise HUGE from time to time of direct and indirect competition in respect of the sale of the products in the territory;
- 4.3.10. shall attend meetings and training programmes with HUGE, as and when required by HUGE, on dates to be specified by HUGE from time to time;

## 5 HUGE'S OBLIGATIONS

HUGE shall –

- 5.1. upon request therefor, supply the Dealer with all relevant information which is required by the Dealer to enable the Dealer to perform its obligation pursuant to this agreement;
- 5.2. at its cost provide the Dealer with any sales literature and technical and marketing information in regard to the product as HUGE considers is reasonably necessary to assist the Dealer to procure orders for the product;
- 5.3. provide reasonable assistance to the Dealer with negotiations for the sale of the products to existing or potential customers in the territory and when deemed appropriate by HUGE attend meetings for this purpose;
- 5.4. keep the Dealer advised in writing of all developments made from time to time in regard to the products;
- 5.5. make its production and other facilities available during normal business hours to any prospective customer for reasonable inspection;

## 6 COMMISSION

- 6.1. Subject to the Dealer completing sales of the products strictly in accordance with HUGE's business rules, HUGE shall pay to the Dealer commission as specified in Annexure A.
- 6.2. Upon HUGE invoicing its customers for products sold by the Dealer pursuant to this agreement, HUGE shall furnish the Dealer with a commission schedule reflecting the commission payable by HUGE to the Dealer, which schedule shall, save in the case of manifest error, be final and binding on the parties. HUGE shall, upon request by the Dealer, make

available to the Dealer such information which HUGE deems reasonably necessary to enable the Dealer to verify the commission.

- 6.3. The Dealer shall render a monthly invoice to HUGE for the commissions owing to it in terms of this agreement, together with the applicable VAT thereon, which commissions shall be paid by HUGE within 30 (thirty) days of the date of such invoice. Should the Dealer fail to render a monthly invoice to HUGE for the commissions so owing within 7 [seven] days after the end of each month, HUGE shall not be obliged to pay the Dealer the commission owing for such month.
- 6.4. Should HUGE have –
  - 6.4.1. for any reason whatsoever given any refund, passed any credit or made any allowance in respect of any product sold pursuant to this agreement; or
  - 6.4.2. incurred any bad debt pertaining to any product sold pursuant to this agreement, the foregoing shall, in accordance with the definition of "monthly profit" in clause 1.2.5, reduce the monthly commission payable to Dealer pursuant to this agreement. To the extent that such monthly commission has not at the time of payment thereof to the Dealer been reduced accordingly, HUGE shall be entitled to require the Dealer to provide HUGE with a credit note in respect of such amounts that it is entitled to deduct from commissions payable.
- 6.5. Subject always to the provisions of clauses 6.6 to 6.8 (inclusive) and clause 7, the Dealer shall only be entitled to commissions payable in terms of this agreement for the duration of the initial subscription agreements concluded by the Dealer on behalf of HUGE. Should the Dealer facilitate the written extension or a renewal of a subscription agreement beyond the initial contract period thereof, the Dealer shall remain entitled to commission's payable in terms of this agreement.
- 6.6. Should for any reason whatsoever or howsoever arising, a customer terminate its subscription agreement, the Dealer's entitlement to commissions in terms of this agreement in respect of that subscription agreement shall forthwith terminate upon the date of such termination.
- 6.7. Should this agreement be terminated by:
  - 6.7.1. HUGE in terms of clause 10; or
  - 6.7.2. the Dealer for any reason whatsoever or howsoever arising, the Dealer will, with effect from 30 (thirty) days' after such termination, automatically forfeit any claims for commission which may otherwise have accrued post cancellation of this agreement.
- 6.8. Should this agreement be terminated by HUGE on notice in terms of clause 3.2, the Dealer will be entitled to receive commission on all existing customers for the duration only of the initial contract periods, as defined in such customers' subscription agreements. Upon the expiry of such initial contract periods, the Dealer's entitlement to receive the commission's payable in terms of this agreement shall immediately cease.

## 7 PERFORMANCE MEASUREMENT

- 7.1. The Dealer shall procure sufficient new business so as to ensure that it meets the targets (new revenue) as stipulated in the attached Annexure and that its sales efforts during each year of this agreement

result in at least a 10% increase each year in the monthly revenue (calculated on an annual basis reckoned from the commencement date) - or as otherwise set out in Annexure A.

7.2. Should for any reason whatsoever and howsoever arising –

7.2.1. the Dealer fail to comply with the provisions of clause 7.1, or

7.2.2. the gross revenue generated by HUGE from the sale of the products by the Dealer pursuant to this agreement decrease over any consecutive 6 (six) month period when compared with any previous consecutive 6 (six) month period,

and the Dealer fail to remedy either of the foregoing in relation to the product in question ("the defaulting product") within thirty (30) days of receipt of written notice ("the default notice") requiring it to do so, then the monthly commission payable by HUGE to the Dealer in respect of the defaulting product pursuant to this agreement shall be reduced by 25% for the first month reckoned from the date of receipt of the default notice, 50% for the second month reckoned from the date of receipt of the default notice and 75% for the third month reckoned from the date of receipt of the default notice that the Dealer remains in default in terms of this clause 7.2. Should the Dealer remain in default in terms of this clause 7.2 at the end of the third month reckoned from the date of receipt of the default notice, HUGE shall be entitled, without prejudice to any other remedy which is available to it at law or under this agreement, to cancel this agreement.

## 8 THE CUSTOMERS

All sales of the products effected pursuant to this agreement shall, for the avoidance of doubt, be regarded as sales directly between HUGE and the customer concerned and the Dealer shall not be entitled to receive for its own account any amounts payable by the customer arising from such sales.

## 9 ASSIGNMENT

The Dealer shall not be entitled to cede its rights or delegate its obligations hereunder to any third party. HUGE shall be entitled to cede its rights or delegate its obligations hereunder to any third party on written notice to the Dealer.

## 10 BREACH

10.1. If any party breaches any provision or term of this agreement and fails to remedy such breach within seven (7) days of receipt of written notice requiring it to do so (or in the time and manner specified in any other clause that contains its own remedies for non-compliance with that specific clause), then the aggrieved party shall be entitled without notice, in addition to any other remedy available to it at law or under this agreement, including obtaining an interdict, to cancel this agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to the aggrieved party's right to claim damages.

10.2. HUGE shall be entitled to terminate this agreement immediately and without notice if –

10.2.1. the Dealer suffers a judgment which is not

satisfied in full or appealed against (provided that such appeal is timeously and successfully prosecuted) or in respect of which an application to set it aside or rescind it is not made within 14 (fourteen) days after it becomes known to the Dealer;

10.2.2. the Dealer commits any act of insolvency as contemplated in the Insolvency Act, 1936;

10.2.3. the Dealer is placed in liquidation or under judicial management, whether provisionally or finally.

## 11 CONFIDENTIALITY AND RESTRAINT OF TRADE

11.1. It is agreed that in the course of his duties the Dealer-

11.1.1. has acquired and/or will acquire considerable know-how in and will learn of HUGE's techniques relating to HUGE's business;

11.1.2. will have access to names of customers and suppliers with whom HUGE does business whether embodied in written form or otherwise;

11.1.3. will have the opportunity of forging personal links with customers and suppliers of HUGE; and

11.1.4. generally will have the opportunity of learning and acquiring the trade secrets, business connections and other confidential information pertaining to HUGE's business, all of which are collectively referred to in this agreement as "the trade secrets".

11.2. It is acknowledged that the only effective and reasonable manner in which HUGE's rights in respect of the trade secrets can be protected is the confidentiality obligations imposed upon the Dealer in terms of this clause 11.

11.3. The Dealer irrevocably and unconditionally undertakes in favour of HUGE that in order to protect the proprietary interests of HUGE in the trade secrets, it will not during the existence of this agreement or at any time thereafter either use or directly or indirectly divulge or disclose to others (except as required by the terms of this agreement) any of the trade secrets, and shall not, during the existence of this agreement or at any time thereafter disclose to any third party any of the trade secrets.

11.4. The Dealer shall not for the duration of this agreement and for a period of 1 (one) year from its termination, whether as proprietor, partner, director, shareholder, member, agent, consultant, contractor, financier, representative, assistant, trustee or beneficiary of a trust or otherwise and whether for reward or not, directly or indirectly influence or otherwise try to persuade any customer of HUGE to purchase products from a competitor of HUGE or to cancel a subscription agreement.

11.5. The Parties agree that, whilst this agreement is in force, and for a period of 12 (twelve) months after the agreement has terminated, no Party shall entice an employee of the other to resign from its employment in order to join the workforce of such Party.

11.6. The Dealer acknowledges and agrees that the confidentiality and restraint obligations referred to above are reasonably required for the protection of HUGE and are generally fair and reasonable.

## 12 DOMICILIUM CITANDI ET EXECUTANDI

- 12.1. The parties choose as their *domicilia citandi et executandi* for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the addresses on the cover page of this agreement.
- 12.2. Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax or e-mail.
- 12.3. Either party may by notice to the other party change the physical address chosen as its *domicilium citandi et executandi* to another physical address where postal delivery occurs or its postal address or its telefax number or e-mail address, provided that the change shall become effective on the 5<sup>th</sup> business day from the deemed receipt of the notice by the other party.
- 12.4. Any notice to a party –
  - 12.4.1. sent by prepaid registered post in a correctly addressed envelope to it at an address chosen as its *domicilium citandi et executandi* to which post is delivered shall be deemed to have been received on the 125<sup>th</sup> business day after posting (unless the contrary is proved);
  - 12.4.2. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or
  - 12.4.3. sent to its chosen telefax number or email

address, shall be deemed to have been received on the date of despatch (unless the contrary is proved); or

- 12.5. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

**13 WHOLE AGREEMENT, NO AMENDMENT**

- 13.1. This agreement constitutes the whole agreement between the parties relating to the subject matter hereof and supersedes all previous agreements between the parties relating to the subject matter hereof.
- 13.2. No amendment or consensual cancellation of this agreement or any provision or term hereof.
- 13.3. No extension of time or waiver or relaxation of any of the provisions or terms of this agreement, shall operate as an estoppel against any party in respect of its rights under this agreement, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this agreement.
- 13.4. To the extent permissible by law no party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

**DEALER:**

/s/ \_\_\_\_\_  
 (who warrants he is duly authorised thereto)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**HUGE:**

/s/ \_\_\_\_\_  
 (who warrants he is duly authorised thereto)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ANNEXURE A TO DEALER AGREEMENT**

**1 General**

1.1. For the purpose of clause 1.2 below, tiers are determined as follows:

	<b>Revenue from Equipment sales (excl. VAT) Per sale</b>
Revenue from equipment sales – Tier 1	<100000
Revenue from equipment sales – Tier 2	=>101000
Revenue from equipment sales – Tier 3	=>200000

Tiers are calculated on a per sale basis, and are not cumulative.

1.2. The Referral Partner will qualify to earn commission on all sales brought to HUGE as follows:

	<b>Commission % of Revenue**</b>	
	<b>1<sup>st</sup> Contract Term</b>	<b>Renewal Contract Term</b>
Revenue from recurring service charges	20%	20%
Revenue from access circuits	8%	8%
Revenue from VoIP services	15%	15%
	<b>Commission % of Gross Profit</b>	
Revenue from equipment sales – Tier 1	60%	30%
Revenue from equipment sales – Tier 2	70%	40%
Revenue from equipment sales – Tier 3	80%	50%
	<b>Commission % Schedules</b>	
Huge Edge FTTB	15%	15%
Huge Edge FTTH	10%	10%
Huge Edge CIB	One-month subscription	One - month subscription

1.3. Commission becomes due to the Referral Partner for:

1.3.1. each successive month that the customer is within a fixed term contract of at least 12 months; and

1.3.2. the customer account is current, with no arrears.

1.4. No commission will be payable where customers are on a month-to-month basis with HUGE or where customer accounts are in arrears.

1.5. \*\* - If a sale is done at less than HUGE list price, then the commission payable in terms of clause 1.2 below shall be amended pro-rata. For clarity, if a sale is done at 80% of list price, then the Referral Partner shall only be entitled to 80% of the commission.

<b>DEALER:</b>
/s/: _____ (who warrants he is duly authorised thereto)
Name: _____
Title: _____
Date: _____

<b>HUGE:</b>
/s/: _____ (who warrants he is duly authorised thereto)
Name: _____
Title: _____
Date: _____

HUGE Initial: \_\_\_\_\_

Dealer Initial: \_\_\_\_\_

**ANNEXURE B TO DEALER AGREEMENT**

1. Dealer and its employees, Dealers, consultants, contractors and subcontractors shall:

1.1. acquaint itself with and comply with all applicable law relating to:

1.1.1. the provision of electronic communications services, including, but not limited to, the Electronic Communications Act, all regulations applicable to ECNS or ECS licensees or license exempt persons, the Regulation of Interception of Communications and Related Matters Act, the Films and Publications Act and the Electronic Communications and Transactions Act;

1.1.2. consumer protection, including the Consumer Protection Act and the National Credit Act;

1.1.3. bribery and corruption, including but not limited to, the SA Prevention and Combating of Corrupt Practices Act 2004

collectively referred to as "**Applicable Law**".

1.2. not do or omit to do anything likely to cause HUGE to be in breach of any such Applicable Law;

1.3. allow HUGE, whether itself or through an Dealer, to conduct an audit of records and information held by Dealer or its sub-contractors or any other relevant person in relation to the performance by Dealer of its obligations under this Agreement;

1.4. if requested and at HUGE's reasonable cost, provide HUGE sufficient reasonable

assistance to enable HUGE to perform any actions required by any government or agency in any jurisdiction for the purpose of compliance with any Applicable Law or in connection with any investigation relating to the Applicable Law;

1.5. maintain adequate internal accounting controls and reasonably detailed books, records and accounts in respect of the supply of products or performance of services to HUGE;

1.6. in respect of this agreement, only be paid by HUGE by wire transfer or other traceable instrument to a bank account in Dealer's name;

1.7. promptly notify HUGE of any allegation of fraud, bribery or corrupt or unlawful practices made against Dealer in court, arbitration or administrative proceedings, or any investigation is commenced in respect of such allegations; at any time during the term of this Agreement;

1.8. ensure that any natural or legal person external to Dealer who is performing services in connection with this Agreement does so only on the basis of a written contract which secures from such persons terms equivalent to those imposed on Dealer in this clause. Dealer shall be responsible for the observance and performance by such persons of these terms and shall be directly liable to HUGE for any breach.

2. If HUGE (acting in good faith) determines that there has been a breach by Dealer of this clause, such a breach shall be deemed a material breach of this Agreement, and HUGE shall have the right to immediately terminate this Agreement without prejudice to HUGE's rights under this Agreement or at law.

<b>DEALER:</b>	
/s/:	_____
	<b>(who warrants he is duly authorised thereto)</b>
Name:	_____
Title:	_____
Date:	_____

<b>HUGE:</b>	
/s/:	_____
	<b>(who warrants he is duly authorised thereto)</b>
Name:	_____
Title:	_____
Date:	_____