

Appendix 1 to the Sales Commission Agreement

Consultant: CAD House CC



<u>Commencement Date:</u>	21 August 2015
<u>Termination Date:</u>	This Annexure shall remain in effect until all agreed Services have been concluded and applicable Fees paid, unless terminated earlier in accordance with the terms herein.
<u>Territory:</u>	South Africa
<u>Consultant Key Personnel:</u>	Mr. Santosh Choubey

<u>Opportunity Number:</u>	301860779
<u>Minimum Value:</u>	R100,000,000.00
<u>Expected Customer Contract Closure Date:</u>	On or before: 31 December 2015
<u>Customer:</u>	Transnet SOC Limited
<u>Customer Contacts:</u>	Mr Garry Pita
<u>SAP Opportunity Owner:</u>	Mr. Kiveshen Moodley

Services to be provided by Consultant – refer to Annexure 1 hereto – Road to Closure :

Due to the efforts of the Consultant for this Opportunity and subject to the provisions contained herein, the Consultant may qualify for the sales commission detailed under the Terms and Conditions detailed below.

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Terms and Conditions:

1. SAP agrees to pay the Consultant, subject to the provisions contained herein, the following sales commission fees for the services rendered by the Consultant for this Opportunity:

1.1 Sales Commission Fees:

- a. **10%** of the Net License Fees payable by the Customer to SAP, subject to the collection terms detailed in clause **1.2** and the exclusions detailed in clause **2b** below, where the Consultant's efforts were the *effective cause* of the Customer concluding a binding agreement on or before **31 December 2015** with SAP for the license of the Products, which sales commission fees shall be payable in accordance with the applicable provisions of this **Appendix 1** and the Sales Commission Agreement; alternatively
- b. Should the Customer Contract be entered into after **31 December 2015** this **Appendix 1** shall automatically expire and the parties agree that no sales commission fees shall be earned by the Consultant and/or payable by SAP to the Consultant at any stage thereafter.

1.2 Cash Collections:



The Consultant agrees that the sales commission fees payable by SAP to Consultant in terms of clause 1.1a above shall be dependent upon and calculated in accordance with the date of receipt of payment by SAP from the Customer of the License and initial related Maintenance Fees, as follows:

- a. Up to **90** days after date of Customer invoice → 100% of commission value; or
- b. Over **90** days and up to **120** days after date of Customer invoice → 60% of commission value; or
- c. Over **120** days and up to **150** days after date of Customer invoice → 40% of commission value

Post **150** days after date of Customer invoice the parties agree that this **Appendix 1** shall automatically expire and no sales commission fees, regardless of any vesting of such commission, shall be earned by the Consultant and/or payable by SAP to Consultant at any stage thereafter.



2. All sales commission fees payable are subject to the following provisions:
 - a. Payment of sales commission fees are subject to receipt of full payment to SAP by the Customer of License and initial Maintenance Fees within the time period detailed under clause 1.2 above. Sales commission fees are calculated on the value of the Net License Fees only (which excludes the value of Maintenance Fees). Sales commission fees are not payable on part-payment by the Customer of License and Maintenance invoices;

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- b. the Net License Fees shall not be less than the total Minimum Value as stated above. For the avoidance of doubt, in the event that the Net License Fees payable by the Customer to SAP are below the total Minimum Value, this **Appendix 1** shall automatically expire and no sales commission fees shall be earned by Consultant and/or payable by SAP to the Consultant;
- c. the following shall be excluded from the value of the Net License Fees applicable to the sales commission fees payable:
 - SAP Maintenance Support fees and any Consulting Services fees;
 - VAT;
 - all Finance charges of whatever nature; and
 - fees payable by the Customer in terms of implementation or Services in relation to the Products;
- d. the sales commission fees will be paid by SAP to the Consultant in the currency in which payment has been made by the Customer to SAP;
- e. the Consultant acknowledges that SAP may provide software information and pricing to other partners with respect to this Opportunity or any future related or unrelated opportunities;
- f. Customer must conclude a binding agreement with SAP for the license of SAP software, on SAP paper. The agreement shall only be deemed concluded on the date of signature of the last signing party thereto;
- g. all communication provided to the Customer by the Consultant must be guided by the SAP Opportunity Owner;
- h. the Consultant's main purpose in this role and for this Opportunity is to assist the SAP Opportunity Owner in obtaining Customer consent to the Customer Contract and Customer's requisite signatures to such agreement;
- i. the following actions will all be considered in measuring the Consultant's efforts in securing a binding agreement with the Customer:
 - The Consultant must provide continuous feedback, in written format or personally to the SAP Opportunity Owner and SAP management from time to time, pertaining to the Opportunity and outlining the current Customer situation;
 - Consultant may be called upon, at no extra cost, to ensure that the Customer attends SAP events e.g. SAPHIRE;
 - Consultant must be able to demonstrate its necessary influence in obtaining a binding

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agreement with the Customer;

- j. should there be agreed changes to the Minimum Value referred to herein, then this must be agreed in writing and signed by the parties in an amendment hereto, which agreement shall be at the parties sole discretion;
- 3. SAP may, at its sole discretion, invite the Consultant for further sales opportunities at the same Customer, but is not obliged to.
- 4. Either party may terminate this Appendix:
 - a. upon thirty (30) days' prior written notice of the other party's material breach of any provision of the Sales Commission Agreement or this Appendix, unless such breach is cured during such thirty day period; or
 - b. immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise breaches materially its obligations in Confidential Information or assignment, as contained in the Sales Commission Agreement.



In the event of termination, all Confidential Information of either party provided in connection with this Appendix, as applicable, in the possession of either party shall be returned to the other party or destroyed with certification of such destruction from an individual of authority to bind the respective party and no further compensation shall be payable by SAP to Consultant.

5. Compensatory Claim in Case of Termination

For the sake of clarity, the termination of this Appendix in accordance with its terms shall not entitle Consultant to any compensation or the payment of any commission or fees after the date of termination, notwithstanding that such compensation may be vested prior to termination.

Both parties agree that this document and its signature can be established in electronic form (sending by facsimile, scanned copy sent via e-mail, or electronic signature by using means implemented by SAP – for example DocuSign) and that, in electronic form, they shall be deemed originals.

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Accepted by:

**Systems Applications Products (South Africa)
(Proprietary) Limited**

Accepted by:

CAD House cc

By: Deena Pillay

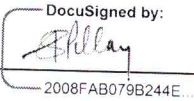
By: _____

Title: Chief Financial Officer

Title: _____

Date: August 20, 2015 | 07:05 PT

Date: _____

Signature:  _____
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Signature: _____

By: Brett Parker

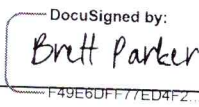
By: _____

Title: Managing Director – SAP Africa

Title: _____

Date: August 20, 2015 | 07:28 PT

Date: _____

Signature:  _____
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Signature: _____

Annexure 1 to Appendix 1 to the Co-Sell Agreement

Road to Closure

Sales Commission Partner: CAD House cc
 Customer Contract Signature Date: Fast Track for 21 September 2015, but expected by 31 December 2015
 Customer Name: Transnet SOC Ltd
 Opportunity Number: 301860779

	Milestone / Planned Consultant Deliverables	Who	By When	Deliverable*
PRE-QUALIFICATION DELIVERABLES				
1	Position SAP Solution Proposal	CAD House/SAP	21 August 2015	SAP Proposal
2	Position Financial Benefit of Proposal	CAD House	24 August 2015	CAD House to CFO
3	Position Financial Benefit of Proposal	SAP	25 August 2015	SAP to CIO
4	Budget to be reallocated for Capital Approval	CAD House	31 st August 2015	CAD House/ CFO
5	Obtain Operating Division validation for new licenses	CAD House/ SAP	31 st August 2015	Present to OD's and group and receive approval from OD's
QUALIFICATION DELIVERABLES				
6	Facilitate Memo and Procurement Processes	CAD House	04 September 2015	Assist in driving procurement process
7	Fast track and attempt to obtain contract signature	CAD House	21 September 2015	Contracts signed by CIO/CFO
8	Assist with follow-up and expedite signing of contract for License and Maintenance Fees on SAP paper by latest	CAD House	31 December 2015	CAD House to facilitate CIO/CFO Signature
9	Assist with collection of payment in full of SAP's invoice to Customer for License as well as initial Maintenance Fees. Sales commission is calculated on the value of the Net License Fees only (which excludes the value of first year's related Maintenance Fees) Sales commission is not payable on part-payment by the Customer of the Software and first year's related invoices.	CAD House	60 days from Contract Signature	

*Please note that work on an opportunity may not commence until an agreement for this specific opportunity has been signed by SAP and Sales Commission Partner. Proof of Deliverables to be produced by Partner as stipulated in this Road to Closure.

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