**Prospect Lead Provider Fee Agreement**

The parties to this agreement are:

Lead Provider:  **Sensational Signs (PTY) Limited 2014/179886/07**

45 Geldenhuis Road

Wychwood

Gauteng

South Africa

1401

(hereafter referred to as “Sensational Signs or Partner”)

**and**

**Global Softech Solutions (PTY) Limited 2009/048341/23**

Pinewood Square

Pinewood Office Park

33 Riley Road

Woodmead

2157

(hereafter referred to as “Global Softech Solutions or GSS”)

The Parties agree to the following:

1. **Eligibility of Lead Referrals**

1.1 In the event that Partner identifies Lead but elects to not actively pursue the sales cycle itself, but rather to refer such Leads to GSS, Sensational Signs shall be eligible to receive a Lead Provider Fee for such Lead identification if the following conditions collectively apply:

a) Partner provides full details relating to such lead including, without limitation, any relevant commercial information, contact details for key individuals, any terms agreed between Lead and Partner, as well as any documents submitted by the Lead such as requests for proposal or invitations to tender.

b) In the follow up, Global Softech Solutions or any of its Software and Vendor partners enter into a Customer License Agreement with the Lead within the term of the Agreement.

1.2 The amount of the Lead Provider Fee is defined under Section 2a.

**2. Compensation and Payment Terms**

2.1 Lead Provider Fee

2.1.1 In accordance with Section 1 of the Agreement the Partner will be eligible to receive a Lead Provider Fee from Global Softech Solutions. The Lead Provider Fee is based on a percentage of the Revenue in recognition of Partner’s identification of a Lead or Partner’s efforts in the sales cycle and shall be calculated as follows:

i) License Revenue: As per Lead Information - Annexure (Based on Global Softech Solutions Software Partner Vendor License Agreement)

ii) Services Revenue: As per Lead Information - Annexure

2.1.2 Global Softech Solutions shall inform Partner promptly and in no event later than two (7) working days of any Customer License Agreement that Global Softech Solutions and any of Global Softech Solutions Partners has concluded with a Prospect or Lead following Partner’s identification of the Lead or contribution to the sales cycle. Partner must issue an invoice for the Lead Provider Fee due promptly and in no event later than thirty (30) days after having been informed by Global Softech Solutions. The Lead Provider Fee shall be due for payment 7 days after receiving the payment from the customer.

**3. Liability and Indemnification**

3.1 Each party shall be liable for damages to the other party only to the extent that such damage was caused by it or its vicarious agents intentionally or through gross negligence. This limitation of liability applies to all claims for damages, regardless of the cause in law. Each party shall be liable if essential contractual obligations are breached, even in the case of slight negligence, but liability shall be limited to the foreseeable damage which is typical of this type of contract.

4. **Term and Termination**

4.1 This agreement shall become effective on the date of signature of the party signing last.

4.2 This agreement shall apply only to the Leads described in annexure “A” hereto and shall automatically terminate upon GSS closing the last of the Leads so listed.

4.3 For purposes of this clause, “closing” as mentioned in 4.2 shall mean an agreement between GSS and the Lead has successfully been concluded or GSS and the Lead concluded negotiations and did not enter into an agreement.

4.4 When the agreement is terminated, all the rights which the parties have granted one another under this agreement shall lapse with immediate effect.

4.5 Once the agreement has ended, each party is obliged immediately to return to the other party or destroy all of the following materials if in their possession or under their control:

4.5.1 all media containing the other party’s software;

4.5.2 all the originals and copies of manuals, documentation, software literature, price lists and other written documents which came from the other party; and

4.5.3 all internal information and all other property belonging to the other party.

4.6 Each party shall confirm to the other in writing that they have returned or destroyed all of the materials referred to above.

4.7 Sections 1, 2, 3 of this agreement shall not cease to be valid after termination or expiration of this agreement and shall remain in force after this agreement comes to an end.

**5. Miscellaneous**

5.1 Force majeure. Partner shall be excused from performance of its obligations under this Agreement if such a failure results from acts of god, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of Partner.

5.2 Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

5.3 Assignment. Partner shall not assign its rights or delegate its obligations under this Agreement without Partner’s prior written consent. Any merger, consolidation, reorganization, transfer of substantially all assets of Partner or other change in control or ownership of Partner shall not be considered an assignment for the purpose of this Agreement. This Agreement shall be binding upon and inure to the benefit of Partner and Global Softech Solutions and their successors and permitted assigns.

5.4 In no event shall either party be liable to the other party for indirect or consequential loss or damage, loss of profits, business, revenue, goodwill or anticipated savings suffered by the other party during the term of this Agreement.

5.5 No employment, partnership or joint venture relationship is formed by this Lead agreement and at no time may the Lead Provider position itself as affiliated to Global Softech Solutions, except as an independent Lead provider. In view of this independent relationship the Lead Provider shall not enter into any agreements on behalf of Global Softech Solutions, shall make no warranty either expressed or implied on behalf of Global Softech Solutions and shall not incur any expenses on behalf of Global Softech Solutions.

5.6 This agreement constitutes the whole agreement between the parties and any alteration must be in writing and signed by both parties.

5.7 In the event of a breach by either of the parties of the terms of this agreement, the aggrieved party shall give notice, in writing, of such breach to the other party affording it 7 (seven) days to rectify such breach. Should the breaching party fail to rectify the breach within the time afforded to it, the aggrieved party shall be entitled to terminate the agreement and claim damages from the breaching party.

Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (month) 2015

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date stated above.

**Sensational Signs Global Softech Solutions**

­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

M M Jeena Santosh Choubey

Director Director

All signatories duly warrant their authority to sign this agreement.

**Lead Information – Annexure**

|  |  |
| --- | --- |
| **Company Name** | Multichoice (PTY) Ltd. |
| **Company Address** | 251 Oak Avenue, Ferndale, Randburg, 2194, South Africa |
| **Project Name** | Flex Agreement Extension |
| **Project Timelines** | License Finalisation 31st March 2015 |
| **Project Description** | Rollout of Webmethods Infrastructure |
| **Competition** | None |

|  |  |
| --- | --- |
| **Expected License in Rands** | R 20 000 000.00 (Twenty Million Rand) |
| **GSS margin in %** | 22.5% |
| **GSS margin in Rand** | R 4 500 000.00 (Four Million Five Hundred Thousand Rand) |
| **Sensational margin in %** | 7.5% |
| **Sensational margin in Rand** | R 1 500 000.00 (One Million Five Hundred Thousand Rand) |

|  |  |
| --- | --- |
| **Expected Services in Rands** | R 2 500 000.00 (Two Million Rand Five Hundred Thousand Rand) |
| **Sensational margin in %** | 4% |
| **Sensational margin in Rand** | R 100 000.00 (Hundred Thousand Rand) |

**Sensational Signs Global Softech Solutions**

­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MM Jeena Santosh Choubey

Director Director

**Lead Information - Annexure**

|  |  |
| --- | --- |
| **Company Name** | Sasol (PTY) Ltd. |
| **Company Address** | 1 Sturdee Avenue, Rosebank, Johannesburg, South Africa |
| **Project Name** | Integration |
| **Project Timelines** | License Finalisation 30th June 2015 |
| **Project Description** | Rollout of Webmethods Infrastructure |
| **Competition** | IBM/Tibco/Microsoft |

|  |  |
| --- | --- |
| **Expected License in Rands** | R 30 000 000.00 (Thirty Million Rand) |
| **GSS margin in %** | 35% |
| **GSS margin in Rand** | R 10 500 000.00 (Ten Million Five Hundred Thousand Rand) |
| **Sensational margin in %** | 10% |
| **Sensational margin in Rand** | R 3 000 000.00 (Three Million Rand) |

|  |  |
| --- | --- |
| **Expected Services in Rands** | R 30 000 000.00 (Thirty Million Rand) |
| **Sensational margin in %** | 4% |
| **Sensational margin in Rand** | R 1 200 000.00 (One Million Two Hundred Thousand Rand) |

**Sensational Signs Global Softech Solutions**

­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MM Jeena Santosh Choubey

Director Director

**Lead Information - Annexure**

|  |  |
| --- | --- |
| **Company Name** | Transnet (PTY) Ltd. |
| **Company Address** | Carlton Centre, 150 Commissioner Street, Johannesburg, 2001 |
| **Project Name** | Demurrage Risk Share |
| **Project Timelines** | License Finalisation 31st March 2015 |
| **Project Description** | Rollout of Risk Management Solution on Webmethods |
| **Competition** | None |

|  |  |
| --- | --- |
| **Expected License in Rands** | R180 000 000.00 (One Hundred and Eighty Million Rand) |
| **GSS margin in %** | 100% |
| **GSS margin in Rand** | R 180 000 000.00 (One Hundred and Eighty Million Rand) |
| **Sensational margin in %** | 15% |
| **Sensational margin in Rand** | R 27 000 000.00 (Twenty Seven Million Rand) |

**Sensational Signs Global Softech Solutions**

­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MM Jeena Santosh Choubey

Director Director

**Lead Information - Annexure**

|  |  |
| --- | --- |
| **Company Name** | Mangaung Municpality (PTY) Ltd. |
| **Company Address** | 30 Rhodes Avenue, Bloemfontein, 9301, South Africa |
| **Project Name** | Process Automation |
| **Project Timelines** | License Finalisation 30 April 2015 |
| **Project Description** | Rollout of Webmethods Infrastructure |
| **Competition** | None |

|  |  |
| --- | --- |
| **Expected License in Rands** | R 39 000 000.00 (Thirty Nine Million Rand) |
| **GSS margin in %** | 35% |
| **GSS margin in Rand** | R 13 650 000.00 (Thirteen Million Six Hundred Fifty Thousand Rand) |
| **Sensational margin in %** | 10% |
| **Sensational margin in Rand** | R 3 900 000.00 (Three Million Nine Hundred Thousand Rand) |

**Sensational Signs Global Softech Solutions**

­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MM Jeena Santosh Choubey

Director Director