





- 2.1 **The Client** will be entitled at no cost to transmit 1 (one) mobile terminating SMS on the IGROUP network for every 1 (one) mobile originating SMS (From the R2 band and above) which is received on the IGROUP network by customers using the MO SMS Service.
- 2.2 **The Client** shall not use or knowingly allow others to use the lines for any purpose which in IGROUP's opinion is improper, immoral or unlawful.
- 2.3 **The Client** will not act or omit to act in any way likely to injure or damage any person, property or the IGROUP network or cause the quality of the lines or IGROUP's network to be impaired or interrupted in any manner whatsoever.
- 2.4 IGROUP shall be entitled, at any time, and without liability to **The Client** or any third party, to modify, expand, improve, maintain or repair the IGROUP network or the lines notwithstanding that this may require suspending the operation of the IGROUP network or the lines. IGROUP shall use its reasonable endeavours to provide **The Client** with advance notice of any such suspension and to minimise the duration thereof in so far as this is reasonably practicable.
- 2.5 If **The Client** is in breach of any of the provisions of this letter then IGROUP reserves the right without liability to suspend **The Client** access to the lines on notice to **The Client**
- 2.6 **The Client** warrants that the MO SMS Services do not and will not contravene any laws or regulations of the Republic of South Africa and **The Client** indemnifies IGROUP against any claim, action or damage suffered or incurred by IGROUP as a result of a breach by **The Client** of this warranty.
- 2.7 Mobile originating SMS messages sent to the above lines will be charged at the respective rates for post paid and pre paid subscribers.
- 2.8 **The Client** will not be entitled to use any of IGROUP's trademarks (whether registered or unregistered) or to make reference to IGROUP in any advertising, publication or communication related to the MO SMS Services or otherwise.
- 2.9 Neither party shall be liable for any consequential or indirect damages

### Revenue Share

- 3.1 IGROUP will only share in the revenue referred to in this clause once a volume of 100 mobile originating SMS's have been sent to each line respectively.
- 3.2 **The Client** revenue share shall be calculated using the tables below
- 3.3 Revenue share is calculated on a per line basis

IGROUP shall, using the below mentioned formula, pay to The Client the following revenue shares at the following volumes: (Networks take between 50% and 75% of all revenue)



Revenue Share: ( Bands From R1.50 and above include one return SMS )

Payout rate calculated on volume received during a 1 calendar month period

Volume	R 1.00			R 1.50			R 2.00		
	Vodacom	MTN	Cell C	Vodacom	MTN	Cell C	Vodacom	MTN	Cell C
100 - 999	R 0.09	R 0.02	R 0.06	R 0.29	R 0.12	R 0.21	R 0.48	R 0.22	R 0.47
1 000 - 9 999	R 0.10	R 0.03	R 0.06	R 0.31	R 0.14	R 0.23	R 0.51	R 0.27	R 0.51
10 000 - 99 999	R 0.10	R 0.10	R 0.07	R 0.33	R 0.23	R 0.25	R 0.55	R 0.37	R 0.54
100 000 - 999 999	R 0.11	R 0.12	R 0.07	R 0.35	R 0.27	R 0.27	R 0.58	R 0.43	R 0.58
1 000 000+	R 0.11	R 0.14	R 0.07	R 0.36	R 0.30	R 0.28	R 0.62	R 0.47	R 0.62

  

SMS Volume	R 3.00			R 5.00			R 7.50		
	Vodacom	MTN	Cell C	Vodacom	MTN	Cell C	Vodacom	MTN	Cell C
100 - 999	R 0.86	R 0.43	R 0.74	R 1.62	R 0.86	R 1.43	R 2.58	R 1.40	R 2.28
1 000 - 9 999	R 0.92	R 0.54	R 0.80	R 1.74	R 1.07	R 1.54	R 2.78	R 1.74	R 2.45
10 000 - 99 999	R 0.99	R 0.67	R 0.87	R 1.87	R 1.28	R 1.64	R 2.98	R 2.05	R 2.63
100 000 - 999 999	R 1.05	R 0.75	R 0.92	R 2.00	R 1.43	R 1.76	R 3.17	R 2.27	R 2.80
1 000 000 +	R 1.12	R 0.82	R 0.98	R 2.12	R 1.54	R 1.87	R 3.37	R 2.45	R 2.98

  

SMS Volume	R 10.00			R 15.00			R 20.00		
	Vodacom	MTN	Cell C	Vodacom	MTN	Cell C	Vodacom	MTN	Cell C
100 - 999	R 3.53	R 1.96	R 3.12	R 5.45	R 3.07	R 4.83	R 7.36	R 4.20	R 6.53
1 000 - 9 999	R 3.81	R 2.43	R 3.37	R 5.87	R 3.82	R 5.20	R 7.92	R 5.22	R 7.03
10 000 - 99 999	R 4.08	R 2.83	R 3.61	R 6.28	R 4.41	R 5.57	R 8.49	R 6.01	R 7.54
100 000 - 999 999	R 4.35	R 3.12	R 3.85	R 6.70	R 4.86	R 5.94	R 9.06	R 6.60	R 8.04
1 000 000 +	R 4.63	R 3.37	R 4.09	R 7.13	R 5.24	R 6.32	R 9.62	R 7.13	R 8.54

  

SMS Volume	R 25.00			R 30.00		
	Vodacom	MTN	Cell C	Vodacom	MTN	Cell C
100 - 999	R 9.28	R 5.34	R 8.23	R 11.18	R 6.48	R 9.94
1 000 - 9 999	R 9.99	R 6.62	R 8.87	R 12.05	R 8.04	R 10.70
10 000 - 99 999	R 10.70	R 7.62	R 9.50	R 12.90	R 9.22	R 11.47
100 000 - 999 999	R 11.41	R 8.37	R 10.13	R 13.77	R 10.13	R 12.23
1 000 000 +	R 12.13	R 9.02	R 10.76	R 14.63	R 10.92	R 13.00

- 3.3 The revenue share will only be applicable for mobile originating SMS and not mobile terminating SMS.
- 3.4 Payment to Igroup for the revenue share is made by the networks within 60 -75 days. Igroup will effect payment to its customers immediately upon receipt of payment from the networks.
- 3.5 Igroup, SMSCity and it's partners/affiliates will not be held responsible for late payment caused by delays in payment from the networks

We look forward to a successful relationship with you.



Kindly acknowledge receipt and acceptance of the contents hereof by signing the duplicate original of this letter in the space provided below and returning same to me.

Yours sincerely

Marc Seymour

Signed in Acceptance by **The Client**:

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

Date of Acceptance: \_\_\_\_\_

Position Held at Company: \_\_\_\_\_