

COMPANY INFORMATION

Complete and send this form to the email address or fax number provided above.

Company Name
 Registration Number VAT Number

COMPANY CONTACT INFORMATION

Contact Person Email Address
 Cell Phone Number Fax Number
 Telephone Number Website
 Postal Address Street Address

 Code Code

CAMPAIGN DETAILS

Campaign Name
 Duration to Expected Entries
Report Frequency In Real-Time Daily Weekly Monthly
Report Format Email Callback URL/XML
(via Real-Time Integration to a Remote Database)

PRODUCT DETAILS

| Dedicated Short Code | | | | Keyword Only | | | |
|---|--------|--------|----------------------|--|----------------------|----------------------|----------------------|
| Price Band Choice | R1.00* | R1.50 | | Price Band Choice | R1.50 | R10.00 | |
| R2.00 | R3.00 | R5.00 | R7.50 | Preferred Keyword | 1) | <input type="text"/> | |
| R10.00 | R15.00 | R20.00 | R25.00 | 2) | <input type="text"/> | 3) | <input type="text"/> |
| R30.00 | | | | Additional Text Required | No | Yes | |
| Campaign Registration (Once-Off) | | | R2000 | <input type="text"/> | | | |
| Service Hosting (per Month) | | | R750 | <i>(Text required after the keyword. eg. "FORM john@acme.co.za")</i> | | | |
| Months Paid in Advance (minimum 3 months) | | | <input type="text"/> | Campaign Registration (Once-Off) | | | R200 |
| Automatic Response SMS | No | Yes | | Service Hosting (per Month) | | | R300 |
| <i>(Maximum 160 Characters. 22c deducted per SMS from Customer Revenue)</i> | | | | Months Paid in Advance (minimum 1 month) | | | <input type="text"/> |

AUTHORIZATION

All prices exclude VAT.

The Authorized Signatory warrants full authority to approve this SMS Service Agreement on behalf of the Company and warrants that all the information contained in this SMS Service Agreement is true and correct and by its signature hereto, it acknowledges entering into a Premium Rated SMS Service Agreement with MicroTeq, upon MicroTeq Standard Terms and Conditions as provided for and as set out overleaf. The Signatory acknowledges and agrees to hold it self bound to the terms and conditions as applicable upon it. The Signatory acknowledges that pending MicroTeq's written acceptance hereof it shall have no claim against MicroTeq arising out of this Premium Rated SMS Service Agreement application.

Date Signature
 Print Name

MICROTEQ TERMS AND CONDITIONS - PREMIUM RATED SMS SERVICE AGREEMENT

The Premium Rated SMS Systems are hosted by MicroTeq. MicroTeq will manage entries (MO), replies (MT) and supply MO and MT information to the Company in electronic format.

1 DEFINITIONS

** Unless the context otherwise indicates a contrary intention, the words herein below defined shall have the meanings assigned to them, and similar expressions shall bear corresponding meanings:-

1.1 Charges means Hosting, responder and any other charges pertaining to provision of the Service;

1.2 MicroTeq means WJ Aust CC, Registration Number 92/03271/23, of 2 Monument Ave (corner River Rd), Lyttleton Manor, Centurion, South Africa.

1.3 Network means the cellular system operated by the Network Operators in South Africa;

1.4 Services means the hosting of premium rated SMS services on the SMS platform, SMS sending and receiving, including, inter alia, additional Services, provided to the Company by MicroTeq.

1.6 Order means an Order placed by the Company on MicroTeq, as per the Service Agreement approved by MicroTeq, for the provision of Services;

1.7 Price List means that schedule on which the Charges are levied by MicroTeq to the Company.

1.8 the Schedule means the Premium Rated SMS Service Agreement section of this Agreement to which these terms and conditions are attached or printed overleaf;

1.9 Company means that party whose particulars appear on the Schedule or its successors or authorised assignees;

1.10 MO means a single SMS sent from a mobile handset to an Application provided by MicroTeq;

1.11 Originator means the mobile handset user.

1.12 MT means an SMS sent from an Application to a mobile handset also known as an SMS reply;

1.13 Premium Rated Message means a mobile originated message on the Vodacom, MTN or Cell C network charged to the originator (mobile user) at a higher rate than standard SMS cost;

1.14 Revenue Share means the portion of the premium rated SMS passed on from the networks;

1.15 Shortcode means a five digit cellular number common across the three SA network operators;

1.16 Keyword means the identifying word associated with the campaign of the Company.

1.17 Prime Rate means a rate of interest per annum which is equal to the Standard Bank of South Africa Limited's published minimum lending overdraft rate of interest per annum plus 3% (three percent), compounded monthly in arrears and charged by such bank on the unsecured overdrawn current accounts of its most favored corporate clients in the private sector from time to time.

2 COMMENCEMENT AND TERMINATION

2.1 This Agreement shall commence on the date of signature of this Agreement and shall, subject to the provisions of clause 8, continue until such date as all monies due to, or by the Company is paid, unless terminated:-

2.1.1 by MicroTeq, forthwith on written notice to the Company, in the event that the license issued by the Premium Rated SMS Service Provider is terminated for whatsoever reason; or

2.1.2 by MicroTeq, forthwith on written notice to the Company, in the event of the sub-license issued by the Operator in terms of which MicroTeq is given access to the Network Services is terminated for whatsoever reason.

2.2 Notwithstanding the use of agents or other intermediaries by MicroTeq, the Order by the Company is an offer made by the Company to MicroTeq and will be considered once received by MicroTeq. MicroTeq's acceptance of the offer shall consist of provision of the services as indicated on the schedule and upon which commencement of service, this Agreement shall become binding between MicroTeq and the Company. The Company herewith expressly dispenses with notification of acceptance of the offer by MicroTeq.

3 SUPPLY OF PREMIUM RATED SMS SERVICES

3.1 The Order placed by the Company is subject to MicroTeq's approval. If MicroTeq does not approve the Order, it shall not be under any obligation to give reasons for its decision.

3.2 MicroTeq shall utilize its best endeavors to promptly comply with any provision of services as recorded in the Schedule, but shall not be liable to the Company in the event that such provision is delayed or cancelled, for whatsoever reason.

3.3 The following timelines for provision of services and payment of revenue share shall apply:

3.3.1 Once payment is received from the Company for campaign registration and quarterly hosting in advance, a period of twelve working days must be allowed to activate the short code on the networks.

3.3.2 Revenue will be paid to the Company after a period of one hundred and thirty (130) days provided that:

3.3.2.1 the Premium Rated SMS Provider has paid MicroTeq

3.3.2.2 the Company submit a Tax Invoice to MicroTeq reflecting the description and amount due as indicated on the Revenue Share Statement issued by MicroTeq.

3.3.3 The payment delay is determined by the Cellular Networks.

3.3.4 A monthly payment delay of one hundred and thirty days will prevail for the duration of the Agreement.

3.4 A minimum number of MO messages must be generated to qualify for revenue share. These minimum quantities are determined by the networks:

3.4.1 The minimum number of MO messages generated per keyword, per cellular network, per month (calculated from the first to the last day of any calendar month) are 500 (five hundred) MO messages across all networks.

3.4.2 A minimum number of MO messages per dedicated short code, per network, per month (calculated from the first to the last day of any calendar month), must be generated to qualify for revenue share for that particular month.

3.4.2.1 The minimum number of MO messages generated per dedicated short code on the Vodacom network are 2000 MO messages; MTN network 500 MO messages and on the Cell C network are 500 MO messages.

3.4.3 Revenue will only be paid for MO entries meeting the criteria as set out in clause 3.4.

3.5 The revenue share indicator as published by MicroTeq serve only as indication of revenue and is subject to the final figures presented by the operator.

3.6 Customization of replies (MT) is subject to a separate quotation.

4 COMPANY OBLIGATIONS

4.1 The Company will ensure that the Premium Rated MO Originator is notified of all charges related to the Premium Rated SMS Service.

4.2 The Company will not knowingly allow originators of MO messages to use the service for any purpose that is improper, immoral or unlawful.

4.3 The Company will not use this service in any way likely to injure or damage any person, property, MicroTeq, the Premium Rated SMS Provider or any of the Operators.

4.4 The Company warrants that use of the MO Service do not and will not contravene any laws or regulations of the Republic of South Africa and in particular any laws relating to gaming and gambling and the Company indemnifies, holds harmless and shall defend MicroTeq against any claim, action or damage suffered or incurred by MicroTeq as a result of a breach by the Company of this warranty.

4.5 The Company will not be entitled to use any trademarks (registered or unregistered) of MicroTeq, MTN, Vodacom or Cell C in any advertising, publication or communication related to Premium Rated SMS Services.

4.6 The Company shall abide by MicroTeq's decision of the value of the revenue share.

4.7 The Company shall be responsible for obtaining all necessary approvals and authorities imposed by any competent authority and required for the purpose of any such provision of services ordered, and the Company hereby indemnifies MicroTeq against any claim or liability suffered by MicroTeq by reason of such approvals and authorities not having been obtained.

4.8 The Company shall be responsible to provide surety for Prizes offered to Originators and the Company hereby indemnifies MicroTeq against any claim or liability suffered by MicroTeq by reason of such prizes not being secured.

4.9 The Company shall be responsible to select winners in a fair manner and hereby indemnifies MicroTeq against any claim or liability suffered by MicroTeq by reason of such selection not treated fair and in accordance with laws or regulations of the Republic of South Africa.

4.10 Any competitions or promotional competitions must comply with the Lotteries Act 57 of 1997.

The Company explicitly and fully indemnifies MicroTeq in the event of a breach.

5 CHARGES

5.1 In consideration for the provision of the Services supplied by MicroTeq to the Company, the Company shall effect payment to MicroTeq of the applicable Charges, as detailed in the Schedule, and whether or not the Services have been, or are being utilized by the Company.

5.2 MicroTeq may, on written notice to the Company, vary any Charges, either in whole or in part, with effect from the date specified in such notice.

5.3 Unless otherwise agreed to by MicroTeq in writing, the Company shall effect payment to MicroTeq

5.3.1 of an amount equal to the full Set-up and Service Hosting Fee of at least three months of the campaign before commencement of the Service upon presentation of an Tax Invoice;

5.3.2 of all other Service Charges, in full, on presentation of an Tax Invoice;

5.3.3 of all SMS responder (MT) charges whether or not the Company qualifies for revenue share as set out in

5.3.4 at the premises of MicroTeq or at the bankers of MicroTeq. Where payment is made by the Company through a debit order, other electronic means or any other intermediary, the Company shall have discharged its

obligations only upon payment being received by MicroTeq at MicroTeq's Premises or by the bankers of MicroTeq and such payment has been identified by MicroTeq as the Company's payment for the relevant Company's Account.

5.4 Notwithstanding the provisions of Clause 5.3., MicroTeq may at any time on reasonable written notice to the Company vary its invoicing and payment procedures and requirements.

5.5 Subject to any contrary provisions of the Price List from time to time, MT SMS's are calculated and charged per unit. The Company shall be liable for the full charge in respect of that unit.

6 SUSPENSION

6.1 MicroTeq may at any time, without notice to the Company and in any manner whatsoever, suspend access to the Services in the event that:-

6.1.1 any modification, maintenance or remedial work is required to be undertaken pertaining in any manner whatsoever, to the Premium Rated Services or the Network;

6.1.2 the Company fails to perform any of his obligations, or breaches any terms of this Agreement;

6.2 MicroTeq reserves the right to effect payment of applicable re-setup Charges pursuant to the restoration of Services suspended in the circumstances described in Clause 6.1.2.

7 LIMITATION OF LIABILITY

Without detracting from any of the other provisions of this Agreement, MicroTeq shall not be liable to the Company for any loss or damage suffered by the Company, and whether same is direct or consequential, in the event that:-

7.1 MicroTeq fails for any reason whatsoever to provide any Services, either on the required date, or at all; and/or The Network Services are interrupted, suspended or terminated, for whatsoever reason.

8 BREACH

8.1 In the event that the Company breaches any term of this Agreement, or any warranty given by him hereunder, or fails to fulfill any obligation resting upon him, including a failure to pay any amount owing to MicroTeq on due date, then without prejudice to MicroTeq's rights, MicroTeq may forthwith and without notice to the Company, either terminate this Agreement, or call for specific performance of all the Company's obligations and immediate payment of all sums of money owing by the Company, whether or not then due, in either event without prejudice to MicroTeq's right to seek such damages as it may have suffered by reason of such breach or failure.

8.2 MicroTeq shall be entitled forthwith without notice, to terminate this Agreement in the event that the Company is sequestrated, liquidated, or placed under judicial management, whether provisionally or finally, and whether voluntarily or compulsory.

8.3 Without detracting from any of the other provisions of this Clause 8, in the event of the Company breaching of any provisions of this Agreement or the Company prematurely terminating this Agreement and MicroTeq electing to cancel same, the Company shall be liable to effect payment to MicroTeq of all the Service Charges which would have been payable to MicroTeq.

9 GENERAL

9.1 In the event of the Company failing to effect payment of any amount owing by him to MicroTeq on due date, then without derogating from MicroTeq's rights in terms of Clause 8, the Company shall be liable to effect payment of interest to MicroTeq on the amount so owing, at the Prime Rate from due date to date of payment.

9.2 All prices and Charges set out in this Agreement and any Price List are exclusive of Value Added Tax and any other applicable tax or duty, the liability for which shall vest with the Company.

9.3 The rights and obligations of the Company in terms of this Agreement may not be ceded or delegated to any third party without MicroTeq's prior written consent. The rights and obligations of MicroTeq in terms of this Agreement, may be ceded, assigned and/or delegated by it to any other party on written notice to the Company.

9.4 MicroTeq may change the terms and conditions of this Agreement as a result of changes in taxes, laws, regulations, the terms and conditions of the license issued by the Premium Rated SMS Provider or the Network Operator, the terms and conditions of any Agreement between the network service provider and MicroTeq or any circumstances or events similar to the aforesaid. MicroTeq shall notify the Company of any changes in writing.

9.5 This document contains the entire Agreement between the Parties contained herein, and no other warranties or undertakings have been made by MicroTeq or any dealer or agent of MicroTeq.

9.6 This Agreement and all matters or disputes arising there from or incidental thereto shall be governed and construed in accordance with the laws of the Republic of South Africa.

9.7 The Company, by his signature hereto and in terms of the provisions of Section 45 of the Magistrate's Court Act, No 32 of 1944, as amended, consents to the jurisdiction of the Magistrate's Court in relation to any actions or proceedings instituted against the Company in terms of, or arising out of the provisions of this Agreement, provided that MicroTeq, in its sole and absolute discretion shall be entitled to institute any such actions or proceedings, in any division of the High Court of South Africa possessed of the requisite jurisdiction.

9.8 A certificate under the hand of any manager of MicroTeq certifying the sum of any amount owing by the Company to MicroTeq shall be prima facie proof of its contents and sufficient proof for the purposes of enabling MicroTeq to obtain any judgment or order against the Company.

9.9 If any term, condition, requirement or provision contained in this Agreement is held by any court having jurisdiction to be unenforceable, illegal, void or contrary to public policy, such term, condition, requirement or provision shall be of no effect whatsoever upon the binding force or effectiveness of any of the remainder of this Agreement, it being the intention and declaration of the parties that had they or either of them known of such unenforceability, illegality, invalidity or that the provision was contrary to public policy, they would have entered into a contract, containing all other terms and conditions.

9.10 Each of the Parties choose domicilium citandi et executandi ("domicilium") for the purposes of the giving of any notice, the serving of any process and for any purposes arising from this Agreement at their respective addresses set forth in Clause 1.2 and/or the Schedule.