

SUPER DEALER AGREEMENT

Between

halotel

VIETTEL TANZANIA LIMITED

And

SKY CELLULAR SERVICES LTD

DAR ES SALAAM,



SUPER DEALER AGREEMENT

The Super Dealer Agreement (the "Agreement") is entered into on 01st SEPTEMBER 22 by and between:

VIETTEL TANZANIA PUBLIC LIMITED COMPANY

Incorporation Certificate No.: 52674

Address: 10th Floor, Tanzanite Park, Plot No. 38, South Ursino, New Bagamoyo Road. P.O.Box 34716 DSM, Tanzania.

Tel: (+255) 620 100 100

Email: info@halotel.co.tz.

Taxpayer Identification Number (TIN): 104-967-116.

Represented by: NGUYEN TIEN DUNG Position: MANAGING DIRECTOR.

(Herein referred to as "HALOTEL")

And

Name: SKY CELLULAR SERVICES LTD.

Incorporation Certificate No.136457

Address: P.O.BOX 20656, Dar es salaam, Tanzania

Tel: (+255) 222 125 015 /0776 005 999 Email: info@selcom.net; shafran@selcomgroup.net.

TIN Number: 134-556-358

VRN Number (if applicable):.40-032259-N

Represented by: SHAFRAN HIRJI Position:DIRECTOR

(Herein referred to as the "Super Dealer").

HALOTEL and the Super Dealer are individually herein referred to as a "Party" and collectively as the "Parties" as the context may require .

DEFINITIONS:

In this Agreement, the words herein below set forth shall have the meanings assigned to them, unless otherwise stated:

"Super Delaer" Means an individual or Company that has entered into this agreement with HALOTEL to purchase and distribute Halotel Products in Bulk.

"Wholeseller" Means an individual or company that purchases Halotel products from the Super Dealer for distribution in the Super Dealer's Territory. There shall be no contractual relationship between Halotel and the Wholesellers.



“Retailer” or “POS” Means a normal working business unit/individual that sells directly to consumers. The Retailer and POS purchase Halotel products from Wholesellers or Directly from Super Dealer.

“Territory” Means a set of regions assigned to super dealer for distribution operations.

“Halotel Products” Means all items sold by Halotel to the Super Dealer intended for consumption by Halotel customers; this includes without limitation to Vouchers, eVouchers, Mobile Phones and other Accessories.

NOW THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK:

1.1 HALOTEL agrees to assign/Appoint the Super Dealer and its respective Wholesellers (hereinafter referred to as “Super Dealer”) to supply the services and products of HALOTEL, including:

- SIM cards (including Registration of the SIM Cards);
- E-vouchers;
- Scratch card;
- Handsets;
- Registering SIM card for customers;
- After sale services.

1.2 The Super Dealer shall comply with policies on minimum value of each purchase order and total value of all purchase orders in a month, which will be issued by HALOTEL from time to time.

1.3 The Super Dealer shall supply the products and services of HALOTEL only within the territories assigned or with codes issued by HALOTEL. Halotel reserves the right to change, modify or alienate part of the territory as the market and business condition require or due to poor performance of the Super Dealer.

1.4 The Super Dealer shall not sale or offer services beyond or outside the assigned territory. Any breach of territorial boundaries as assigned or allocated by HALOTEL shall be highly penalized in accordance to HALOTEL’s policies.

1.5 The Super Dealer undertakes that it will supply the products and services of HALOTEL duly and sufficiently, as well as maintain its presence, in compliance with policies of HALOTEL within the assigned territory as provided in Annex 1.



2. REQUIREMENTS FOR THE SUPER DEALER

2.1 For the signing of this Agreement, the Super Dealer shall provide and herein attach the following documentation:

- Certificate of Incorporation / Certificate of Registration
- Taxpayer Identification Number (TIN) Certificate
- Value Added Tax (VAT) Certificate (if available)
- Business License
- ID of the Company Director

and/or any other document as may be required by HALOTEL and/or any applicable law from time to time.

2.2 The Super Dealer shall comply with and perform sale of HALOTEL's products and services in accordance with the policies provided by HALOTEL. HALOTEL retains the right to change the applicable policies at its own sole discretion and notify the Super Dealer upon making such changes.

2.3 The Super Dealer undertakes not to change the pricing of HALOTEL's products and services unless expressly instructed by HALOTEL to perform such change.

2.4 The Super Dealer shall comply with and sell HALOTEL's products and services in accordance with policies issued by HALOTEL. HALOTEL retains the right to change the Policies at its own sole discretion; In case of such change, HALOTEL shall send a written notice thereof to the Super Dealer at least five (05) days prior to the effective date of the new Policies. For avoidance of doubt, the Notice may be in form of an official letter or email containing such official letter attached and such written notice shall be sufficient to enforce the new policies, and neither annex nor addendum for the change must be signed by the two Parties.

2.5 The Super Dealer shall establish and maintain a Wholeseller and POS Network to provide HALOTEL's services and products to customers. The Super Dealer shall cause all of its Wholesellers/POS to sign an Agreement in a template duly approved and indorsed by HALOTEL before performing any sale of HALOTEL's products and services.

2.6 The Super Dealer shall instruct and control the Wholesellar/POS under such Super Dealer in accordance to the applicable laws and regulations, including but not limited to those related to the sale and registration of SIM Cards, policies, rules, guidelines, instructions and orders issued by HALOTEL and/or relevant authorities from time to time and in accordance to the terms and conditions of any agreement duly signed between the Super Dealer and the Wholeseller/POS and duly approved and indorsed by HALOTEL.



3. DURATION OF THE AGREEMENT

- 3.1 This Agreement shall be effective for a period of one (01) year from signing date of the agreement. The Agreement will automatically terminate on the expiry date unless the Super Dealer sends a request to renew the Agreement thirty (30) days prior to the expiry of the Agreement and receives an acceptance letter from HALOTEL duly approving the renewal of the Agreement.
- 3.2 The durations of the Wholeseller and POS Agreements shall run concurrently to the duration of this Agreement. For avoidance of doubt, the expiry or termination of this Agreement for whatever cause shall be an expiry and/or termination of all associated (Wholeseller & POS) agreements.

4. BONUS, DISCOUNT AND PENALTY POLICY

- 4.1 Bonus payable to the Super Dealer and its associated Wholesellers/POS shall be subject to and in compliance with the policies issued by HALOTEL from time to time. The Bonus issued shall be subject to taxes, charges or levies imposed by the laws of Tanzania.
- 4.2 Subject to Clause 4.1 above; the bonus amount(s) calculated are VAT Exclusive, therefore the super dealer will be required to issue an invoice to claim the bonus. In case the Super Dealer is VAT registred, then the Invoice issued shall include VAT on the bonus amount and Halotel will pay the bonus inclusive of VAT.
- 4.3 Any discount made available to the Super Dealer may be applicable to any purchase order in compliance with the policies issued by HALOTEL from time to time.
- 4.4 Penalties shall be applicable to every misconduct by Super Dealer in compliance with the policies issued by HALOTEL from time to time.
- 4.5 HALOTEL shall be entitled to recover or retain from the Super Dealer and or the Super Dealer's channel (Wholeseller or POS) any bonuses, rebates and/or commissions paid or which would otherwise be payable by HALOTEL if in HALOTEL's reasonable opinion, such bonuses, rebates and/or commissions are not due and payable because of gross negligence, fraud, misrepresentation or any other misconduct or non-bonafide connections by the Super Dealer or its Channel.



5. OBLIGATION OF THE SUPER DEALER

- 5.1 The Super Dealer shall strictly comply with the requirements as stated in Article 2 above.
- 5.2 The Super Dealer shall operate and maintain full registered business premises in accordance with the laws of Tanzania. The Super Dealer shall be solely responsible for obtaining and maintaining all licenses and documentation required for setting up and/or operating such premises and/or business. For avoidance of doubt, the premises shall be required to meet the standards set by HALOTEL as may be modified, supplemented and communicated to the Super Dealer from time to time.
- 5.3 Super Dealer shall set up the office and introduce atleast one staff to Halotel who will manage the Super Dealer operation in each Territory or Branch assigned.
- 5.4 Subject to HALOTEL's prior written approval, sign agreements with its distribution channel (Wholeseller and POS) for distribution of HALOTEL's products and services.
- 5.5 The Super Dealer shall request from HALOTEL and supply HALOTEL's branding, advertising materials, products and services as contained in this Agreement to its existing and potential distributors and be responsible for ensuring that the said distributors strictly comply with the guidelines and policies of HALOTEL.
- 5.6 The Super Dealer shall directly manage, control, train and be responsible for operations and actions of its distribution channel in accordance to the terms and conditions of this Agreement, any other related Agreement, laws and regulations of Tanzania and policies, rules, guidelines, instructions and orders issued by HALOTEL from time to time.
- 5.7 The Super Dealer shall ensure that its distributors abide by the requirements from Halotel, including but not limited to registration of SIM Cards as provided by the respective authorities, issued through training by HALOTEL and agreement(s) duly signed.
- 5.8 Unless prior approved by HALOTEL, the Super Dealer shall not disclose any information and/or document related to this Agreement and the performance thereof or any customer information and/or document that has come into the Super Dealer's possession, including but not limited to the position of its distributors, to any party who is not a party to this Agreement.
- 5.9 The Super Dealer shall not perform any act or omission which may affect HALOTEL's advertising and/or business materials, products and/or services without prior written consent of HALOTEL.



- 5.10 The Super Dealer shall not directly or indirectly perform any action or omission that may affect the image, prestige, name, goodwill and the like of HALOTEL and its customers.
- 5.11 The Super Dealer shall comply with guidelines, policies, rules, instructions, KPIs and/or orders issued by HALOTEL from time to time.
- 5.12 The Super Dealer shall report to HALOTEL all issues and/or complaints from customers immediately upon their occurrence so that HALOTEL may provide assistance accordingly.
- 5.13 The Super Dealer shall perform any other obligation as specified in this Agreement and/or stipulated by applicable laws.

6. OBLIGATIONS OF HALOTEL

- 6.1 At its own discretion, HALOTEL shall provide the Super Dealer with its branding/advertising material for use at its outlets and distributors' locations during the implementation of this Agreement. Notwithstanding this, the ownership of the brands, trademarks, trade names, industrial designs, copyrights, inventions, utility solutions and any intellectual property right related thereto shall remain with HALOTEL at all times.
- 6.2 HALOTEL shall provide pricing policies, which may be subject to any change or addition from time to time, and communicate the same to the Super Dealer.
- 6.3 HALOTEL shall provide training and notice on changes in laws and regulations of Tanzania affecting the performance of this Agreement or associated agreements, changes to policies, guidelines, regulations, new products and/or services of HALOTEL applicable to the Super Dealer and the Super Dealer's distribution network.
- 6.4 HALOTEL shall examine and supervise the supply of HALOTEL's services and products at any time during the term of the Agreement without any prior notice or approval from the Super Dealer.
- 6.5 HALOTEL shall pay commissions and issue discounts (where applicable) to the Super Dealer/it's Distributors in compliance with the policies applicable at the time of such payment.
- 6.6 HALOTEL shall perform any other obligation as specified in this Agreement and/or stipulated by applicable laws.



7. DEFAULT, PENALTY AND TERMINATION

- 7.1 The Super Dealer shall be held accountable for the conduct and/or performance of its distributors. Any and all conducts or defaults done by the any of its distributor as against this Agreement or the supplemental Agreement shall be penalized in accordance to the Policies applicable at the time of default.
- 7.2 All penalties imposed on HALOTEL but attributable to the breach or default by the Super Dealer and/or its distributors in accordance to the laws of Tanzania shall be borne and paid by the Super Dealer.
- 7.3 In conjunction with the penalties applicable under the laws of Tanzania for any breaches, the Super Dealer shall be liable for other sanctions under HALOTEL's policies and shall be required to compensate HALOTEL for any loss or damage occasioned due to the acts or omissions done by the Super Dealer and/or its distributors.
- 7.4 Applicable penalties as detailed in the Policies shall be imposed by HALOTEL on the Super Dealer and/or its Distributors for any misconduct or breach of the policies issued by HALOTEL from time to time. The grounds for the penalties shall be established through any specific evidence including but not limited to recording or written confirmation of a subordinate sale personnel(s).
- 7.5 This Agreement shall be terminated in the manner herein below:
- a. Upon Mutual agreement by both Parties.
 - b. Upon breach of any obligation owed by either Party under this Agreement which, if capable of remedy, and has not been remedied within ten (10) days the Party in breach receives written notice of the breach from the other Party;
 - c. Upon failure of the Super Dealer to reach the KPIs or requirements provided by HALOTEL for three (03) consecutive months without recovery;
 - d. Upon failure by either Party to conduct its business (losing the whole of its paid up capital) or becoming insolvent or unable to pay its debts); or
 - e. Any other event as stipulated by applicable laws.
- 7.6 Either Party shall be entitled to terminate the Agreement in compliance with Article 7.5, provided that such Party shall notify the other Party in writing of its desire to terminate the Agreement at least thirty (30) days.
- 7.7 Notwithstanding the above, HALOTEL shall be entitled to immediately order the termination of a specific supplemental Agreement (Wholeseller or POS) signed between the Super Dealer and such Distributor upon occurrence of any default including without limitation the default of the requirements for registration of SIM Cards in accordance to the training provided by HALOTEL and in accordance to



laws and regulations of Tanzania. The Super Dealer shall agree with HALOTEL on such termination, which agreement shall not be withheld, delayed or conditioned.

7.8 Notwithstanding any term in this Agreement, HALOTEL may, at its own discretion, terminate this Agreement by issuance of a seven (07) days' written notice the Super Dealer without any compensation whatsoever.

7.9 Upon termination of this Agreement, all subsequent distributors' Agreements forming part of this Agreement shall stand terminated, unless, at its own discretion, HALOTEL decides to retain the distributor and henceforth assign them to a different Super Dealer.

7.10 The Super Dealer shall indemnify and keep HALOTEL indemnified from and against any liability, loss and damage suffered by HALOTEL resulting from any breach of this Agreement, associated agreements, laws and/or regulations of Tanzania by the Super Dealer, POS and/or its distribution network.

8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1 This Agreement is made and shall be construed in accordance with the laws of Tanzania.

8.2 In case of any dispute between the Parties, the Parties shall, within fourteen (14) days, amicably resolve the dispute in good faith. In case the Parties fail to reach an amicable resolution, the dispute shall be referred to a court of competent jurisdiction. For avoidance of doubt, as part of seeking an amicable resolution, the Parties may refer the dispute to the Tanzania Communications Regulatory Authority.

9. GENERAL PROVISIONS

9.1 This Agreement and its associated annexures shall supersede and/or replace any and all other agreements both verbal and written, if any, heretofore duly signed between the Super Dealer and HALOTEL having the same nature as the subject matter of this Agreement and/or for distribution of HALOTEL products and services.

9.2 The Super Dealer acknowledges that all records lists and information pertaining to customers and files and other HALOTEL data and information related to its business (hereinafter collectively "Confidential Information") are valuable assets of HALOTEL and undertakes that it shall not, during the term of this Agreement or anytime thereafter, disclose the Confidential Information to any third party.



- 9.3 The Super Dealer shall acquire all the necessary insurances (including but not limited to material theft, personnel injury, fire insurances and related insurance cover) for the items, equipment or products made available to it for the entire term of this Agreement.
- 9.4 The Agreement will be made in two (02) originals of the same validity. HALOTEL will keep one (01) original; the Super Dealer will keep one (01) original. Any supplemental agreement signed shall be made in triplicate, each Party shall keep one (01) original.

IN WITNESS WHEREOF this Agreement has been duly executed on the effective date by:

FOR THE SUPER DEALER

Name
MRS. ROSHAN NIZAR FIRJI.

Signature.....  

Date..... 01st SEPTEMBER 2022

FOR HALOTEL

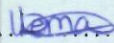
Name (Including Designation/Position)

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Date.....

*** WITNESS**

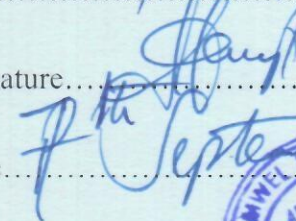

Name
WINJA OETH LEMA

Signature..... 

Date..... 01.09.2022

WITNESS

Name (Including Designation/Position)

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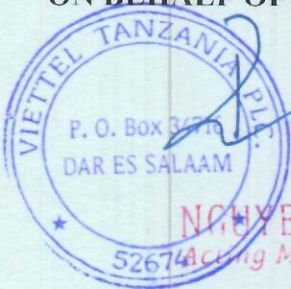
Date..... 7th September 2022



ANNEX 1: LIST OF ASSIGNED REGIONS

S/N	REGIONS	NAME OF DISTRICTS
1	Dar es Salaam	Kinondoni
2	Pwani	Kibaha,Chalinze

ON BEHALF OF HALOTEL *shf*



ON BEHALF OF THE SUPER DEALER

Name:- MRS RASHAN NIZAR HIRSI

SIGNATURE:- *Rashan Nizar Hirsi*

Date:- 01st September 2022