

## COST SAVING AGREEMENT

**A1 TELECOMS CC**, Registration Number: CK2008/125688/23, of 309 Glenrand, Glensan 2192  
**Fax#:0880-11-640-5633, Tel#: 010-590-0222, Email: admin@a1telecoms.co.za**  
 or its successor-in-title. (herein after referred to as "the Consultant") and

<b>Company Name/Individual:</b> (herein after referred to as the "Customer")			
<b>Company Reg. No./CK No/ ID No.:</b>		<b>VAT No.</b>	
<b>Company Fax No.:</b>			
<b>Physical Address:</b>			
<b>Primary Contact</b>	<b>Name:</b>		
	<b>Tel No.:</b>	<b>Cell No.:</b>	
	<b>Fax No.:</b>		
	<b>Email:</b>		

The terms and conditions set out below shall apply to the recoveries or monthly savings on the Telecommunication or Data Service/s used by the Customer based on the advice and/or actions recommended by the Consultant on behalf of the Client.









The Customer will be charged as follows:

- a. Monthly recurring discounts on charges by the Customers Telecommunication or Data Suppliers shall be charged at 50% of the discount for the first part month and subsequent full month, from the date the first discount is initiated, and thereafter at 22.5% (for invoices over R10,000) / 30% (for invoices under R10,000) per month, of the discount excluding VAT.
- b. Alternate forms of savings for the Customer to be calculated against the three months average of the relevant Customer's Telecommunication or Data Supplier/s invoice/s prior to the recommendation/s by the Consultant and charged by the Consultant at 50% of the savings for the first part month and subsequent full month, from the date the first discount is initiated, and thereafter, at 22.5% (for invoices over R10,000) / 30% (for invoices under R10,000) of the savings per month, excluding VAT.
- c. Once off refunds of invoiced charges by the Customers Telecommunication or Data Suppliers shall be charged at 50% of the refund excluding VAT.
- d. Once off credit refunds from the Customers Telecommunication or Data Supplier/s will be charged at 7.5% of the credit refunded by the supplier.
- e. An admin fee or R98 per incident for administrative tasks undertaken on behalf of the Client with the Clients service providers (e.g. Telkom). Examples of this are: Reporting faulty Telkom lines, Escalating repairs to Telkom lines, forwarding of calls from faulty lines to working lines (Initial documentation setup fee R330), cancelling redundant Telkom lines, merging of two Telkom invoices into one (per invoice).
- f. The Consultant shall be entitled to increase the fees for their services rendered, on one month's written notice to the Customer.



This agreement shall continue indefinitely until terminated by either party, with one calendar month's written notice to the other.

-  The Consultant will obtain the clients Telecommunication or data invoices electronically for purposes of analysis and calculation of savings and the Customer will receive a monthly electronic summary of up to 15 months usage history pertaining to their Telecommunication or data services structured by the Consultant.
-  The Customer gives the Consultant consent to obtain the Customers Telecoms and / or Data invoice/s from their respective service providers or suppliers and to act on the Customers behalf in respect of them, with the Customers Consent.
-  The Consultant shall only be entitled to invoice for the recoveries or refunds or discounts made to the Customer once they are reflected in an invoice to the Customer by the Telecommunication or Data Supplier/s. Payment to the Consultant shall be made on presentation of the invoice to the Customer within 7 (seven) days.
-  The Customer hereby indemnifies and holds harmless the Consultant against any claim or action by the Customer or any third party, in respect of any damages, prejudice or costs incurred or suffered by the Customer and/or any third party arising out of the use of the Consultation service or any act or omission on the part of the Consultant.
-  The Customer chooses as its domicilium citandi et executandi for the purposes of the giving of any notice, the serving of any process and for any purposes arising from this agreement, the physical address or fax numbers set forth above.
-  The Consultant will endeavour to provide the best quality consultation to the Customer at all times.

Signed by the Customer on this: \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Capacity \_\_\_\_\_

ID Number (if not filled in above) \_\_\_\_\_

Signed by the Consultant on this: \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Capacity \_\_\_\_\_