

## **General Terms and Conditions of the ESKOM Partnership Programme**

### **§ 1. General provisions**

1. These General Terms and Conditions specify the principles under which ESKOM IT Ltd., 6-8 Bonhill Street, EC2A 4BX London, (hereinafter referred to as "**ESKOM**"), cooperates with other entities within the ESKOM Partnership Programme.
2. The terms used in these GTC shall have the following meaning:
  - a) **GTC** – these General Terms and Conditions;
  - b) **Partner** – any entity fulfilling the requirements specified in GTC who accepted GTC and concluded a contract of cooperation within the Programme with ESKOM;
  - c) **Parties** – ESKOM and the Partner jointly;
  - d) **Programme** – the Partnership Programme provided for by these GTC;
  - e) **Contract** – a contract of cooperation within the Programme concluded between ESKOM and the Partner;
  - f) **ESKOM Services** – own services rendered by ESKOM for ESKOM Clients. The scope of currently offered ESKOM Services is presented on a day-to-day basis at [www.eskom.eu](http://www.eskom.eu);
  - g) **Project** – an undertaking performed jointly by ESKOM and the Partner the aim of which is to provide services to the Client, described according to the standard included in the Template Form for Project Acceptance;
  - h) **Remuneration** – remuneration due to the Partner for participation in the Programme, determined and paid under the principles provided for in GTC and the Contract.

### **§ 2 Aims of the Programme and participation in the Programme**

1. The Programme aims at the cooperation of the Parties as part of which the Partner undertakes to acquire Clients who will use the ESKOM Services for ESKOM against remuneration.
2. The acquisition provided for in Section 1 may pertain to any ESKOM Service from the current ESKOM offer and may be addressed to any entity (institutions which can become ESKOM Clients under that offer).
3. The Partners may be solely those entities who have concluded the Contract with ESKOM as part of the Programme. By concluding the Contract, the Partner confirms the acceptance of these GTC. The Contract within the Programme shall be concluded in writing or in the form of declarations submitted by both Parties in electronic form; if the Contract is concluded in electronic form, ESKOM – prior to the commencement of cooperation – confirms to the Partner the fact of conclusion of the Contract via electronic mail to the indicated e-mail address. The above confirmation shall be the condition for regarding the Contract in electronic form as concluded.
4. The Partners may be both adult natural persons and other entities which as a matter of the law or their internal regulations may receive remuneration for participation in the Programme and may perform acts consisting in active support of the sale of the ESKOM Services. Each and every entity concluding the Contract with ESKOM shall verify on their own whether they can perform acts consisting in recommending the ESKOM Services to third parties, supporting ESKOM in the process of acquiring a given Client and receiving the Remuneration for that. ESKOM shall not be liable for any violations of the provisions of the law, internal regulations (e.g. articles of association) or contractual obligations of the Partner. The Partner cannot be an employee of the Client to whom he/she recommends the ESKOM Services.

### **§ 3. Obligations of the Parties**

1. In particular, ESKOM shall:
  - a. Provide the Partner with information on the current commercial offer in the scope of the offered Services and advertising materials in soft copy form,
  - b. Train the Partner in the scope of the commercial offer for the ESKOM Services,
  - c. Hand over the calculations of remuneration and pay the remuneration to the Partner under the principles provided for in GTC and the Contract.
2. In particular, the Partner shall:
  - a. Report to ESKOM to e-mail address [partners@eskom.eu](mailto:partners@eskom.eu) the following details of the Client: name of the Client, address of their registered office, number in appropriate court register, tax ID number, telephone number, e-mail address of the representative of the Client and the name and scope of the Project,
  - b. Inform ESKOM about events known the Partner which can have an impact on the activity of ESKOM, including (but not limited to) about Clients the reliability of which may evoke doubts,
  - c. Follow the guidelines of ESKOM pertaining to the manner of contacting the Client.
3. The Partner and ESKOM shall maintain the confidentiality of any and all information related to the cooperation within the Programme, including but not limited to the information pertaining to the Client.
4. The Partner is not authorised to perform any acts on behalf of ESKOM, including but not limited to the conclusion of contracts on behalf of ESKOM, collection of fees from the Client, use of the name and/or logo of ESKOM or representation of ESKOM.
5. Any illegal and unethical behaviours of the Partner violating good customs shall be prohibited, including but not limited to: sending spam, providing a potential Client with untrue information or true information in a fashion that can be misleading and combining the activity of the Partner within the Programme with activity which can prejudice ESKOM. If ethical norms are violated or activity to the detriment of the Party or the Parties is pursued, ESKOM reserves the right to terminate the Contract with immediate effect, without the right of the Partner to remuneration, and to demand damages in court.

### **§ 4. Remuneration**

1. The Partner participating in the Programme shall acquire the right to Remuneration for effective recommendation of the ESKOM Services to the Client and for support in the process of concluding contracts pertaining to the ESKOM Services with them. The principles of rewarding the Partner are provided for in the Contract.
2. The condition for the acquisition of the right to the Remuneration by the Partner shall be the following:
  - a. active support on the part of the Partner in the process of acquisition of a given Client, i.e. handing over the contact to the Client, making available any and all necessary information under the guidelines of ESKOM provided for in § 3 Section 2 Subsection c,
  - b. conclusion of a contract pertaining to the ESKOM Services within one year from the day when the Partner informed ESKOM about a potential Project for the first time,
  - c. payment by the ESKOM Client of remuneration for the ESKOM Services,
  - d. handover by the Partner of information and documents necessary for proper calculation of the Remuneration.
3. If the remuneration due to ESKOM for the ESKOM Services is paid in parts (e.g. in instalments or periodically for individual periods of rendering of the ESKOM Services), the Remuneration

due to the Partner shall be paid in parts as well.

4. If the scope of the rendered Services is changed, which results in an increase or decrease in the rate of remuneration due to ESKOM, the remuneration due to the Partner shall be changed proportionately.
5. The Partner shall not be entitled to the Remuneration if they violated the principles of the Programme, including but not limited to § 3.
6. The settlement period shall be a calendar month. The remuneration shall be determined upon the lapse of each settlement period on the basis of a report prepared by ESKOM, which report shall include the amount of remuneration received by ESKOM in a given period from the Client (Clients) recommended by the Partner and shall include the calculation of the amount of the Remuneration due to the Partner.
7. In the case of the Partners being VAT taxpayers, the Remuneration shall be paid on the basis of a VAT invoice issued by the Partner within 14 days from its delivery to ESKOM. In the case of the Partners not being VAT taxpayers, the Remuneration shall be paid within 14 days from the delivery of the receipt to ESKOM.
8. The remuneration due to the Partner shall be gross remuneration for natural persons or net remuneration for entrepreneurs (including sole proprietors) being VAT taxpayers and issuing VAT invoices. The Partner, by way of concluding a contract of cooperation with ESKOM, shall indicate whether they are an entrepreneur and whether they are a VAT taxpayer as well as – upon a request on the part of ESKOM – shall furnish any and all explanations and documents necessary for correct settlement of the Remuneration, including but not limited to the issue of taxation.
9. The Remuneration due to the Partner provided for in § 4 shall constitute the sole and full remuneration due to the Partner to which they are entitled within the Partnership Programme and shall encompass any and all costs suffered by the Partner in connection with their actions.

#### **§ 5. Final provisions**

1. These GTC shall be made available to the Partners before the contract of cooperation within the Programme is concluded.
2. ESKOM reserves the right to exclude the Partner from the Programme if the latter violates these GTC, including but not limited to where the Partner behaves in an unethical manner or violates the requirement of confidentiality.