

MITEL SERVICE SCHEDULE

This Representative Agreement ("Agreement") is made by and between you, an existing Buyer with a signed Credit Application with the Distributor (herein defined as "Representative") and **Westcon Group European Operations Ltd**, an English Company, having an office at Chandlers House, Wilkinson Road, Cirencester, Glos. GL7 1YT ("Distributor").

This Agreement shall be deemed effective as at the date of electronic or written acceptance ("Effective Date").

The Distributor and Representative hereby agree as follows:

WHEREAS:

- A) A Representative Agreement (the "**Master Agreement**") has been entered into between the Distributor and the Representative. Representative wishes to adopt and incorporate by reference all of the terms and conditions of the Master Agreement in order to become an independent contractor for the purposes of marketing and soliciting orders for the products and services made commercially available by Distributor subject to the additional terms and conditions of this Schedule.
- B) Representative and Distributor desire to enter into this Schedule under the same terms and conditions as the Master Agreement except as otherwise provided herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. **Definitions** - In this Schedule, all defined terms not defined herein shall have the meaning assigned to them in the Master Agreement.
- 2. **Territory** –Distributor and Representative acknowledge and agree that the Territory shall be defined as [**territory**].
- 3. **Vendor** – means [Mitel xx]
- 4. **Currency** –, Distributor and Representative acknowledge and agree that the all reference to currency herein refer exclusively to [**currency**]
- 5. **Collected Revenue** is defined as interexchange toll, and fixed facility charges before any installation charges, non-recurring charges, surcharges, taxes, fees, regulatory assessments or regulatory surcharges actually collected by Distributor for the Services sold by Representative. Distributor, at its sole option, may pay Commissions based on billed revenue, however in such event, Distributor reserves the right to compare Collected Revenue to billed revenue and charge back Representative the difference in Commissions; provided, however, Distributor may not charge back any alleged overpayment of Commissions to Representative more than ninety (90) days after any such overpayment; and if Distributor subsequently collects payment from a customer for whom Representative has been charged back by Distributor, Distributor shall pay Representative Commissions on any such payment minus Representative's pro rata portion of any associated collection costs
- 6. **Commission**

Commissions for Services shall be paid to Representative based upon total monthly Collected Revenue excluding installation charges, non-recurring charges, surcharges, taxes, fees, regulatory assessments or regulatory surcharges as follows:

- (i) Residual Payment equal to the Commissions percentage of the Collected Revenue for the Service-type stated as communicated in writing to the Representative by the Distributor and associated with the monthly recurring fees paid by new Distributor customers of the Services referred by Representative.
- (ii) Commissions on Individual Case Basis ("ICB") will be paid at a flat of Collected Revenue

Commissions rate. Distributor will identify ICB pricing accounts prior to final acceptance.

- (iii) Promotions: Representative may extend authorized promotions to a customer without a reduction in Commissions, but also agrees that it will be subject to a corresponding discount in Commission as listed in this Schedule and must be previously approved in writing by Distributor's CFO.
- (iv) Representative acknowledges and agrees that in the event a customer account ("End User") is assigned from a third-party agent to Representative ("Assigned Accounts"), Representative is entitled only to Commissions on any net new purchases made by such End User(s) following the effective date of assignment.

7. Payments

- (i) To the extent applicable, Commissions will be paid to Representative beginning with the first posted revenue cycle from the Effective Date and throughout the Term.
- (ii) Commissions will be paid by the 30th of the month following the billing month. For example, Commissions on February's billing will be paid by March 30th. In the case of customer non-payment or unsatisfactory business relationship, Distributor reserves the right to charge back Commissions on any uncollected amounts.
- (iii) Commission payments due of less than £100.00 will be held until the total amount due exceeds £100.00

8. Miscellaneous

- (i) Terms not otherwise defined in this Schedule shall have the meaning set out in the Master Agreement.
- (ii) If there is any conflict between the terms and conditions of the Master Agreement and this Schedule, the terms and conditions of this Schedule shall control.
- (iii) The Master Agreement, as supplemented by this Schedule represents the entire agreement of the parties on these matters and may not be further modified or amended without the express written consent of the parties.