



Kacific Broadband Satellites International Limited Policy & Commercial Guidelines for Kacific's Authorized Distributors in Papua New Guinea

Welcome to the Kacific Authorized Distributor Program (the **Program**).

This Policy applies to all Kacific's Authorized Distributors and sets out how the KADs will distribute Kacific's highspeed Broadband Services and related Equipment to End Users in Papua New Guinea.

This Policy incorporates the *KAD Policy – Process, Documents and Cash Flows* which is attached as Appendix 1.

If you have any questions about this Policy or the Program please contact delivery@kacific.com.

By signing this Policy and participating in the Program you agree to comply with this Policy.

1. GLOSSARY

ADP:	means an Authorized Distribution Partner of an ISP, who will be responsible for providing Equipment to you. Sometimes the ADP may be the ISP itself.
Broadband Services:	means the high-speed internet services from the Kacific1 Satellite.
End User:	means business and residential end users of the Broadband Services.
Equipment:	means the equipment needed by an End User to access and use the Broadband Services.
ISP:	means authorized Internet Service Provider through which Kacific sells its Broadband Service.
Kacific, our and we:	means Kacific Broadband Satellites International Limited, the Kacific Group's operating entity in Vanuatu.
KAD, you or your:	means a Kacific Authorized Distributor and includes you.
Welcome Kit:	means marketing materials provided to you by Kacific at the end of your KAD training.

2. PROGRAM OVERVIEW

Kacific sells its Broadband Service and Equipment to End Users in Papua New Guinea through ISPs. The ISPs in turn work with our network of KADs to market and sell Kacific's Broadband Services and Equipment into specific areas of Papua New Guinea that may not be well-served by other internet service providers, yet have a high demand or need for connectivity.

3. ROLES & RESPONSIBILITIES

Your primary roles and responsibilities, and the process applicable to these roles and responsibilities, are all set out in Appendix 1.

Appendix 1 also sets out the roles and responsibilities of Kacific, the ISP and the ADP.

4. FEES AND REMUNERATION

Kacific's core belief is that every person, business, school, and clinic, regardless of their location, deserves to have high speed internet at a fair price. The Program is designed to accomplish that goal, while fairly compensating our KADs, ISPs and ADPs, whose diligent efforts make this dream a reality. The Program provides the fees and remuneration to our KADs, as well as the timing of the payment of those fees, as described in Appendix 1.

These fees and other aspects of this Policy may be modified by Kacific from time to time at Kacific's reasonable discretion.

5. GENERAL TERMS AND CONDITIONS

The following general terms apply to you as a KAD. Violation of any these may result in the termination of your status as a KAD, including cessation of your remuneration under Section 4:

- You shall only sell Equipment to End Users in the Region of Papua New Guinea specified in the Annex, unless Kacific authorizes you in writing to sell into other regions.
- You shall only sell Equipment using the form of agreements (**Broadband Order Service Activation Form**) provided to you by the ISP.
- You shall only sell the Equipment at the authorized price and you shall only charge the End User:
 - The Approved installation fee for installation of the Equipment and
 - the Equipment transport fee (at cost) you had to pay to receive the Equipment at your facility. The current authorized and approved prices and fees are set out in Appendix 1. Kacific may re-set these prices and fees from time to time. Any change in the price or the fee will be notified to you by Kacific or the ISP. If you sell Equipment above the authorized price and / or install the Equipment above the approved installation fee and / or charge the End User more than the Equipment transport fee you had to pay to get the equipment, your status as a KAD may be discontinued.
- You shall only sell Equipment approved by Kacific.
- Before selling Equipment to an End User, you must be available to respond to End User questions and concerns promptly, using the guidance provided to you during your training and in the Welcome Kit. Post-sale, you will promptly refer any questions to your ISP.
- You must represent the Broadband Services and Equipment in a professional way and refrain from any conduct that is or could be harmful to the reputation of the ISP or Kacific.
- Kacific, its representatives or the ISP each reserve the right to request information directly from the End User or from you to verify the price paid by the End User and evaluate your performance. You must provide this information promptly.
- You must not make any representations about the Equipment or Broadband Services beyond those stated explicitly in the Welcome Kit or in the Broadband Order Service Activation Form.
- You shall comply with any and all applicable laws, rules, regulations (including those relating to health, safety and environment), in connection with:
 - the advertising, sale and marketing of the Equipment and Broadband Services;
 - the health and safety of your installers and any End User, when you transport and/or install the Equipment.
- Kacific owns all proprietary rights to its brands, names, logos, trademarks, and other intellectual property (the **Kacific IP**). You are hereby granted a limited, non-exclusive, non-transferable, revocable license to use the Kacific IP solely for purposes of marketing the Broadband Services and selling the Equipment. This license shall cease immediately upon termination of your status as a KAD. Kacific may review, approve, and/or reject, in its sole discretion, your use of the Kacific IP at any time.
- If you violate this Policy, Kacific reserves the right to terminate your status as a KAD in addition to all other available remedies. Upon termination of your KAD status, you shall immediately cease selling the Broadband Services and Equipment and representing yourself as a KAD. You will also immediately stop using the Authorized Marketing Materials and anything else that may give the impression that you are affiliated with your ISP, Kacific or the Broadband Services.
- The relationship between you and Kacific is that of independent contractors. Neither party shall be deemed to be an agent or employee of the other in connection with the Program or this Policy, and neither shall have any right or authority to assume or create any obligation or responsibility on behalf of the other. You shall not represent in any way, including through digital media, that it is an employee of Kacific or is having any type of distribution exclusivity agreed by Kacific.

- KACIFIC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM OF TRADE OR OTHERWISE. KACIFIC SHALL NOT BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF SALES, OR LOSS OF PROFITS.
- None of Kacific Broadband Satellites Ltd or its subsidiaries (collectively and individually “Kacific”) require their respective Customers and KADs to disclose their end-user personal data, and Kacific’s systems does not store personal data.
- Kacific only provides the satellite broadband service to allow connection to the internet – world wide web.
- Kacific’s arrangements with its Customers and KADs are designated as Business-to-Business (B2B) relationships, and the registration contact information in connection with the use of Kacific’s services shall be classified as Business Contact Information (BCI).
- The Customers and KADs who have end-users and who collect end-user personal data for the processing of their subscriptions are to comply with the legal requirements in their respective countries concerning personal data protection. Kacific shall not be responsible or liable in any way for or in respect of any failure or action (negligent or otherwise) by the Customers and KADs that results in any personal data breach of their end-users personal data.
- This Policy is governed by the laws of Papua New Guinea and any dispute shall be resolved through the courts of Papua New Guinea.
- Kacific reserves the right to update, amend, or modify this Policy at any time.

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ANNEX

KACIFIC AUTHORIZED DISTRIBUTOR POLICY – KAD DETAILS

KAD NAME & ADDRESS *[FILLED IN BY KACIFIC: NAME AND CONTACT DETAILS]*

OFFICIAL KAD ID NO	<i>[Filled in by Kacific: Business license, passport, national ID, etc]</i>
KAD CONTACT DETAILS	<i>[Filled in by Kacific: email address, mobile #]</i>
COUNTRY	Papua New Guinea
REGION	(specify):
ISP	<i>[Filled in by Kacific: name and contact details]</i>
ADP	<i>[Filled in by Kacific: name and contact details]</i>
KACIFIC CONTACT DETAILS	xxxx@kacific.com

I confirm I / we have read and accept the terms of the Policy

Signature
Title of Signatory

Name of Kacific Authorized Distributor

Date:

APPENDIX 1

KAD POLICY – PROCESS, DOCUMENTS AND CASH FLOWS