INTEGRAT Mobile Aggregation Service Limited
RC 824502
No.49 Raymond Njoku Street
South-West Ikoyi, Lagos
Nigeria

Tel: +234 8034424156
Web: www.intarget.mobi

intarget
Leaders in Mobile Solutions and Advertising

ATTACHMENT A – COSTS AND REVENUE SHARE

1.   SETUP, TRANSACTIONS AND CONNECTION COSTS

All prices **exclude** VAT unless otherwise stated. All Payments are payable in advance for the following month. A pro-rata monthly fee shall be calculated for **CLIENTS** signing up during the month as follows, and is applicable only to the monthly fees. Pro-Rata Fee = (Total fee/30)*days left in a month.

All amounts indicated below are listed in Nigerian Naira, however they are subject to change depending on the US Dollar exchange rate fluctuations.

An account with **INTARGET** shall contain at least a main account with access to statistics, reporting and transaction information. All service costs quoted **exclude** VAT unless otherwise stated and all SMS costs **exclude** VAT.
1 Credit = 1 Kobo

1.1. ACCOUNT COSTS

This section covers all premium SMS and Bulk SMS services for setup, monthly, transaction costs and revenue shares. A **CLIENT** will integrate directly with the **INTARGET** API and manage their own applications.

1.1.1.   Main Account

A setup fee of NGN 54,000 shall apply for an Aggregation account.
A monthly main account fee of NGN 23,000 per month shall apply.

1.2. SHORT CODE SERVICES AND NUMBER SETUP

1.2.1.   Short codes

A single short code supports MTN, Etisalat, Airtel and Glo GSM networks. Short codes may only be keyword based.

Table 1A

	Setup Fees	Monthly Fees	Activation & Allocation
Private SMS Short Code	NGN 55,000	NGN 55,000	4 – 8 weeks
Shared SMS Short Code per keyword	NGN 50,000	NGN 33,000	2 – 4 weeks
Service Code API Integration	NGN 3000	NGN 1500	Created with routing

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1.3.MESSAGE TRANSACTION COSTS

Transaction costs are invoiced to the **CLIENT** monthly in arrears and payable 7 (seven) days thereafter. No offsetting of costs against revenues is permitted at invoicing level, but can be negotiated with your Account Manager at payment level in special circumstances.

SMS Receiving (MO Messages)
The client shall be charged a transaction fee per MO message received. The applicable charge shall be:

Table 1B

Type	Network	Cost per message
SMS MO	All Networks	NGN 1,00

SMS Transmitted (MT Messages)
The client shall be charged a transaction fee per MT message that is a response to SMS requests for a service e.g. any linked MT message for subscription services, response to entry to competition, chat service response messages, marketing and bulk messaging.   *Note* that all Bulk SMS sending will be on a pre-paid basis.
The applicable charge shall be:

Table 1C

Type	Network	Cost per message
SMS MT	All Networks	NGN 2,50

2. REVENUE SHARE ON SERVICES

In this section of the document, all presented figures **exclude** VAT. Estimated Gross Revenue Share is available on Higate Web at www.ng.higate.co.za on a monthly basis. It is the **CLIENT's** responsibility to invoice **INTARGET** monthly, based on the Gross Revenue share available on Higate Web. The operator stats will be accepted as correct and final and therefore the **CLIENT** will only be able to invoice **INTARGET** after the stats of **INTARGET** were successfully reconciled to that of the network.   As **INTARGET** does not always receive status notifications from the operators, the stats showing on Higate Web might be inflated.

INTARGET shall make payment to the **CLIENT** 30 (thirty) days after receipt of payment from Operator. The expected payment time from the Operator is between 60 (sixty) to 90 (ninety) days after a full revenue month if no dispute arises. Revenue/discounts are payable/calculated on monthly traffic and not for the accumulated traffic over longer periods of time.

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If payments owed to **INTARGET** are withheld by the Operator for any reason, these payments will also be withheld from the **CLIENT**, until such time as payments are received from the Operator, which will then be paid over to the **CLIENT** within seven days after receipt of such payment.

The **CLIENT** shall be required to generate a minimum amount of NGN 198,000,000 (one hundred and ninety eight million naira) as monthly gross revenue from their account. Notwithstanding, there shall be a 3 (tree) month moratorium period upon commencement of the VAS services by the **CLIENT** and a performance review every 6 (six) months thereafter.

Where the **CLIENT** does not generate NGN 198,000,000 (one hundred and ninety eight million naira) worth of revenue within any given 3 (three) month period, **INTARGET** reserves the right to decommission the access code(s) - (Short Codes, USSD Codes).

Only revenue claims in excess of NGN 50,000 shall be processed. The right to claim monies due shall expire within 6 months from the date of statement, and the **CLIENT** shall forfeit such monies payable.

According to the regulations of the Federal Inland Revenue Service (FIRS) in **Nigeria**, the operators are liable to deduct a ten percent (10%) withholding tax on all revenue payouts, or any other percentage of Revenue due **INTARGET** prescribed by the Nigerian Communications Commission.

INTARGET are also liable to deduct an Annual Operating Levy (AOL) representing two point five percent (2.5%) or any other percentage of Revenue due **INTARGET** prescribed by the Nigerian Communications Commission.

All amounts indicated below are listed in Nigerian Naira, however they are subject to change depending on the US Dollar exchange rate fluctuations.

INTARGET shall pay the following Revenue Share portion to its CLIENTS:

Revenue shall be shared between **INTARGET** and the **CLIENT** based on 50/50 basis in **INTARGET'S** favor. Revenue share is subject to change dependent on changes from the Operators.

TABLE 2A

OPERATOR	OPERATOR REVENUE	Sharable Revenue
Airtel	75%	25%
MTN	70%	30%
Glo	75%	25%
Etisalat	60%	40%

The revenue payout table is the **Gross Revenue Payout** after deduction of then ruling Withholding TAX and VAT.

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Example of calculation:

Revenue Calculator	Airtel		MTN		ETISALAT	
	VAT incl	**VAT excl**	**VAT incl**	**VAT excl**	**VAT incl**	**VAT excl**
End User Price (EUP)	NGN 30.00	NGN 28.57	NGN 30.00	NGN 28.57	NGN 30.00	NGN 28.57
Withholding TAX (WHT)	10.00%	NGN 2.86	10.00%	NGN 2.86	10.00%	NGN 2.86
		NGN 25.71		NGN 25.71		NGN 25.71
VAT	5.00%	NGN 1.43	5.00%	NGN 1.43	5.00%	NGN 1.43
		NGN 27.14		**NGN 27.14**		**NGN 27.14**
Operator Revenue Share	75.00%	NGN 20.36	70.00%	NGN 19.00	60.00%	NGN 16.29
TOTAL		**NGN 6.79**		**NGN 8.14**		**NGN 10.86**
Integrat Revenue Share	50.00%	NGN 3.39	50.00%	NGN 4.07	50.00%	NGN 5.43
AOL	2.50%	NGN 0.08	2.50%	NGN 0.10	2.50%	NGN 0.14
Gross Revenue Payout to Client (VAT excl)	50.00%	**NGN 3.31**	50.00%	**NGN 3.97**	50.00%	**NGN 5.29**

Note 1: VAT and Withholding tax at current rates.

3. APPLICATION HOSTING RATES

Application hosting rates are dependent on the application. This shall be quoted for separately. A base rate of NGN 15,000 per month applies.

4. COMPLIANCE, CONSULTATION, TRANING AND OTHER RATES

INTARGET offers the following services to its **CLIENTS** at a cost set out below:

Compliance rates
NGN 60,000 – submit response of formal Operator compliant
NGN 50,000 – submit response of Operator compliant
NGN 15,000 – Ad Hoc compliance verification

Software Development rates
NGN 23,000 per hour

Training
NGN 4,000 per person attending per hour
INTARGET shall provide 1 hour free technical training for 1 person per **CLIENT**. Additional hours are charged at NGN 4,000 per person.

User Acceptance Testing
NGN 10,000 per hour

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Travel and accommodation
Standard air fare, car rental (Sedan - ECAR), and hotel (3 Star) will be billed to the **CLIENT**. For personal travel, AA Travel charges shall apply.

Other Rates:

	Per Month	Per Hour
Web Campaign Number	NGN 25 000,00	
Web Campaign Keyword	NGN 25 000,00	
Application Hosting	NGN 15 000,00	
Software Development fees		NGN 23 000,00
Database Hosting	NGN 20 000,00	
Server Hosting	NGN 30 000,00	
Script Hosting	NGN 10 000,00	
Compliance / Complaint Management – If more than 5 complaints received within one calendar month.	NGN 20 000,00	
Project Management		NGN 20 000,00

5. REFUND MANAGEMENT

Should a Service User request a refund for a VAS Service because of a failure to deliver the service to the Service User or for any refund qualification measure as per the INTARGET CC policy, then INTARGET shall process such refund on behalf of the client.

Goodwill refunds of below NGN 1000 will also be processed by INTARGET without explicit authorization from the client. The full retail amount shall always be refunded to the service user. INTARGET shall invoice the client the full refund amount plus a minimum one hour of the prevailing project management fee (as per Attachment A to the Service Agreement) and an additional hour per 10 service refunds processed thereafter, irrespective of the value of the refunds. Should the Client subsequently establish, to INTARGET's satisfaction, that in fact the Refund event did occur, or the client gave permission to be billed, and then INTARGET shall credit the Client's account with such amounts provided the Service User has consented to being re-debited for the amount, or is legally bound to accept the charges

Thus done and signed at _____ on this _____day of_____20__

_____   _____   _____
Client: **Name:**   **Signature - duly authorized.**

Thus done and signed at _____ on this _____day of_____20__

_____   _____   _____
INTARGET: **Name:**   **Signature - duly authorized.**