

DEALER TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. The following rules of conduct and dealer's policies have been established for The Dealer's protection. They represent the code of ethics by which The Dealer must operate. We encourage you to read and understand them so that you are fully aware, not only of your own obligations, but also for your rights as The Dealer. We believe that Vox's products and marketing plan are the best in the industry. Vox is committed to maintaining integrity of the business. It's sales and marketing plan, and it's distribution network of independent dealers. Vox reserves the right to exercise discretion to waive wholly or partially or to pardon or forgive wholly or partially any breach of any of the rules contained within this agreement.

2. INTERPRETATION

- 2.1. Clause headings are for convenience and are not to be used in its interpretation, unless the context indicates the contrary:
 - 2.1.1. Any gender includes the other genders.
 - 2.1.2. A natural person includes an artificial person and vice versa.
 - 2.1.3. The singular indicates the plural and vice versa.
- 2.2. An expression which denotes the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:
 - 2.2.1. **The parties** means all of the parties to this agreement, namely The Dealer and Vox.
 - 2.2.2. **Signature date** means the date of signing of this memorandum by the party last signing.
 - 2.2.3. **Vox Direct (Pty) Ltd** shall be referred to as **Vox** or **The Company**.
 - 2.2.4. **The Dealer** means the primary reseller of Vox products and/or services, and can be a company or individual.
 - 2.2.5. **A dealership or The Dealership** is the organisation/entity owned by The Dealer.
 - 2.2.6. **The Customer** refers to the end user of the products and/or services.
 - 2.2.7. **Subscriber** refers to customers to which The Company provides products and/or services as a subscriber.
 - 2.2.8. **Products and/or Services** means any telecommunications or information technology products and services such as but not limited to that pertaining to voice, wireless or fixed line connectivity, telephony equipment and accessories, or support and maintenance provided by The Company.
 - 2.2.9. **Collateral** refers to articles of printed material such as leaflets, brochures, fliers, fact sheets, cards, or booklets.
 - 2.2.10. **A trademark or logo** is a proprietary name or symbol that Vox has the exclusive legal right to use. A trademark also includes the use of any Vox products and/or services.
 - 2.2.11. **A trade name** is a business name that Vox has the exclusive right to use. Company names such as Vox and Vox are Vox's legal trade names.
 - 2.2.12. **GP** refers to Gross Profit.
 - 2.2.13. **CV** refers to Commissionable Value, which is the total GP.
 - 2.2.14. **Rebates** are considered to be commission.
 - 2.2.15. **MLM** refers to Multi-Level Marketing.
 - 2.2.16. **Prospect Referral Form** means the document issued by Vox to Dealers for the purpose of recording and communicating prospect information to Vox.
 - 2.2.17. Words and expressions defined in any clause will, for the purposes of that clause, bear the meaning assigned to such words and expressions in such clause.
 - 2.2.18. Any other terms and/or interpretations are defined in Dealer Kit.

3. DEALER APPLICATION PROCEDURE

- 3.1. In order to become a Vox dealer an applicant must be sponsored by an active, authorised Vox dealer. The applicant must fully complete and submit the application for dealership to Vox. This application for dealership is available in on the Vox website (<http://www.vox.co.za/>), as well as from Vox.
- 3.2. It is the responsibility of the sponsor to make the official Vox dealer application available and to ensure that the application is completed fully and accurately, and is immediately submitted to Vox.
- 3.3. No application for dealership will be accepted as valid until the applicant owns a dealer's kit.

4. APPOINTMENT OF THE DEALER

- 4.1. Vox appoints The Dealer as a non-exclusive, independent representative to solicit and refer prospects for products and/or services, subject to the terms and conditions set out herein.
- 4.2. The only cost required of an applicant to become a dealer is the purchase of an official Vox dealer business pack.
- 4.3. It is specifically recorded and agreed that the Dealer is not an employee of Vox and acts as Vox's independent reseller only on the terms as set out in this agreement. The Dealer shall not represent to any third party (including a customer) that it represents Vox in any capacity other than as set forth in this agreement.
- 4.4. The Dealer with shall not cede, transfer, assign or grant to any third party any right, privilege, duty or obligation of The Dealer, in terms of this agreement without written consent from Vox.
- 4.5. Vox has the sole and absolute discretion and right to accept or reject any order, and/or to enter into and/or approve, any application for credit and/or contract for the provision of products and/or services, that are submitted by The Dealer with to accept or approved any subscriber orders or contracts for products and/or services, on Vox's behalf, or otherwise in bind Vox to any obligations.
- 4.6. The provision and offering of products and/or services by Vox to subscribers shall at all times be subject to the availability of such products and/or services and Vox reserves the right to discontinue or restrict the sale of or provision of the Products and/or Services to subscribers in the event that the facilities for the provision of products and/or services become unavailable to Vox, for whatever reason. In such circumstances, The Dealer shall not hold Vox liable for any commission payable on any products and/or services that a subscriber has ordered or requested but which Vox is unable to supply nor shall The Dealer have any claim against Vox for any losses incurred by The Dealer as a result of such non-availability.
- 4.7. Vox shall provide services to the subscriber in terms of requirements analysis, recommendations, proposals, implementation, support and billing entirely at it's own discretion with no recourse from The Dealer in terms of service levels which may or may not lead to the retention or loss of the subscriber as a customer of Vox.
- 4.8. The Dealer will only be issued a business application form and this agreement are received by Vox.
- 4.9. The Dealer will be limited to one dealership under one sponsor. In the event that The Dealer applies for more than one dealership, the first accepted by Vox is considered the valid dealership.
- 4.10. Vox will provide all training required to become a fully functioning dealer.

5. OFFERING THE BUSINESS OPPORTUNITY

- 5.1. When offering the business opportunity or presenting the Vox sales and marketing plan, The Dealer must:
 - 5.1.1. Clearly indicate that the principle activity of a dealer is to sell Vox products and/or services to retail customers and may not represent or imply that this is secondary to sponsoring or building the business.
 - 5.1.2. Not imply or represent that a dealer can benefit solely by the sponsoring of other dealers.
 - 5.1.3. Not imply that a dealer is under any obligation to sponsor others to become dealers.
 - 5.1.4. Not imply that success may be achieved with little or no effort.
 - 5.1.5. Not make any statements that are inaccurate or untruthful.
 - 5.1.6. Clearly indicate that sales premiums, production bonuses or other earnings of a Vox dealer may only be achieved through continuing sales of Vox products and/or services to retail customers by The Dealer and its sponsored dealers, and only after certain qualifications have been met.

6. SPONSORSHIP RESPONSIBILITIES AND CONDITIONS

- 6.1. A new Vox Dealer must be sponsored by a current Vox Dealer.
- 6.2. The sponsoring Vox Dealer must abide by the following conditions:
 - 6.2.1. The dealer/sponsor relationship is the foundation of the Vox sales and marketing plan and, as such, the principles and rules of the company protect the rights of the sponsor. Changes of sponsorship are considered to be detrimental to the integrity of the business and are not permitted.
 - 6.2.2. The sponsor will be responsible for training sponsored dealers. Training of dealers must include product knowledge, the marketing plan and rules of conduct, company rules and guidelines for dealers. Support and all material (including The Dealer Kit) will be sourced from Vox.
 - 6.2.3. The Company is responsible for providing sponsored dealers with an official Vox Dealer Kit, at the cost of the sponsored dealer.
 - 6.2.4. No sponsor may request payment from a personally sponsored dealer for training or training facilities unless the sponsor wants to participate in such training and states in advance the cost for such training. If the dealer refuses to participate in such "paid" training, the sponsor is obligated to provide the basic training necessary to learn the business.
 - 6.2.5. A sponsor is responsible for ensuring that sponsored dealers are able to acquire Vox products and/or services within a reasonable period of time.
 - 6.2.6. A sponsor must maintain and uphold the independent relationship between it and its dealers.
 - 6.2.7. A sponsor shall keep its dealers informed of company-sponsored events and, when appropriate, encourage sponsored dealers to attend Vox sponsored meetings and training, and to participate and support company-sponsored events.
 - 6.2.8. In order to protect the sponsor, no dealer may interfere with the relationship between another dealer and its sponsor in any way. A dealer may not offer, entice, encourage, solicit, or otherwise influence or attempt to persuade another dealer to change sponsor or line of sponsorship, either directly or indirectly.
 - 6.2.9. Vox has the absolute discretion to rescind the acceptance of an application for dealership from a former dealer, at any time in the future, if evidence is provided that shows the former dealer was not completely inactive the full 1 year waiting period after resignation or nonpayment of the annual processing fee, failed to advise Vox of a prior dealership, or did not otherwise meet the terms and conditions of the resignation or nonpayment of the annual processing fee, as set forth in these terms and conditions. If Vox determines it is necessary to rescind the acceptance of a former dealer due to violation of the rules for protecting the lines of sponsorship then Vox has the sole and absolute discretion to assess whatever penalties are deemed necessary and appropriate. These include, but are not limited to, the transfer of all sponsored dealers in the new dealership to the original sponsor's organisation, financial penalties, suspension, and possible termination of the dealer in violation of these rules.
 - 6.2.10. The sponsor is required to ensure proper preparation of dealer's documents and send them to Vox immediately.

7. QUALITY OF OPPORTUNITY

- 7.1. The Vox network is open to people from all walks of life, regardless of sex, race, nationality, religious beliefs or political affiliations. Applicants must be over the age of 18 years and otherwise legally capable of entering into a contractual agreement.

8. GENERAL

- 8.1. The Dealer must comply with all local and national laws and regulation and shall not engage in any business practice or activity that could discredit or reflect poorly on the image of Vox.
- 8.2. All Vox dealers are independent business persons and The Dealer shall not represent or imply that it has any employment relationship with Vox or with any of its affiliated companies. The Dealer may not use the words "employee", "agent" or "company representative" verbally or by any other stationery, business cards or other printed material.
- 8.3. The Dealer may not disseminate any false or misleading information to Vox. Violation of this rule may lead to rejection of The Dealer's application or termination of the dealership.
- 8.4. Without prejudice to the other right of Vox under these rules of conduct and other rules and regulations of the company, The Dealer shall indemnify Vox from and against all actions, claims, demands, prosecutions, fines, penalties and the costs thereof (including Vox's legal costs), which might be made or brought against Vox in respect of, or arising directly or indirectly out of, any breach of any laws or regulations applying to the operation of the dealership. Vox shall have the ability to The Dealer in respect of any cost, loss, damage or expense suffered by The Dealer directly or indirectly as a result of any act, omission, representation or statement of The Dealer.
- 8.5. The Dealer must comply with all Vox rules of conduct and any amendments or additions together with any procedures, recommendations, guidelines or instructions from time to time.
- 8.6. In the event of a violation of any Vox rules of conduct, procedures or directions issued by Vox, Vox may in its sole discretion take whatever actions or measures it deems necessary and appropriate, including but not limited to, suspension of buying privileges, suspension of earnings, monetary fines or deletion or termination of the dealership.
- 8.7. The Dealer may be approached from time to time by reporters interested in interviewing it about the Vox products, services or business. While Vox does not prohibit the Dealer from accepting such business opportunity, on the Vox may grant interviews or authorise advertising of the company or product names. Only authorised officials of Vox are permitted to speak with or write to the press or other media for, or on behalf of, Vox or any of its subsidiaries. If The Dealer should be approached with a request for an interview or statement, advise the reporter to contact Vox directly.

9. ANNUAL PROCESSING FEE

- 9.1. Vox agrees to provide computer processing services to dealers for which an annual processing fee is charged. Such services are limited to maintaining discount rates, in-leave records and qualification.
- 9.2. Vox has absolute discretion to refuse any processing fee from The Dealer, without having to provide a reason for such refusal. In the event that Vox does not refuse the fee, the Dealer's agreement will be terminated. If a payment has been made it will be refunded, unless applied to an outstanding debt of The Dealer.
- 9.3. In the event that The Dealer does not submit payment for the annual processing fee by the due date, The Dealer's agreement will be terminated and The Dealer's downtime will be rolled up to The Dealer's immediate sponsor. All rights and sales premiums or bonuses will be forfeited.
- 9.4. Should The Dealer resign or relinquish their dealership due to nonpayment of the annual processing fee will have to wait 1 year before applying to become a dealer again.
- 9.5. Responsibility lies with The Dealer to ensure the processing fee is paid on the due date.

10. PRODUCTS AND SERVICES

- 11.1. All products and services are solely owned by Vox, unless otherwise stated.
- 1.2. At no point will The Dealer hold stock of any products and/or services. All products and/or services will be distributed by Vox.
- 1.3. In the event of cancellation by The Customer, it is the responsibility of Vox to collect The Customer's products and/or services. The cancellation will not be deemed final until such time as written notice is sent by The Customer and agreed to by Vox.
- 1.4. The Dealer must explain the directions for use and cautions, if any, specified on product labels when selling the products.

11. OWNERSHIP, RISK AND INSURANCE

- 11.1. All ownership, risk and insurance in and to all products and/or services sold by Vox to The Dealer or The Customer shall remain that of Vox.

12. TERRITORIES

- 1.1. Vox does not allocate a territory to any dealer. The Dealer may not in any way imply that they represent any geographical area.

13. ADVERTISING AND DOCUMENTATION

- 1.1. The Dealer shall not, during the term of the dealership created by this agreement and extension thereof, to advertise and hold itself out as an authorised Dealer of the products and/or services. At all times during the term of the dealership created by this agreement and extension thereof, the Dealer shall use the trademarks, trade names and logos provided by Vox in all advertisements and other activities conducted by the Dealer to promote the sale of the products and/or services.
- 1.2. No collateral or promotional material may be produced by The Dealer (including adverts, business cards, stationery, lettersheads, etc.).
- 1.3. All advertising, promotional material and collateral must be sourced from Vox and must strictly adhere to all procedures outlined in the Advertising Section.
- 1.4. All material making use of the Vox trademarks, trade names and logos is copyrighted by Vox and, as such, shall not be reproduced, copied or altered without the express agreement of Vox.
- 1.5. The Dealer shall submit examples of all proposed advertisements and other promotional materials for the products to Vox for inspection and approval.
- 1.6. The Dealer shall not use any such advertisements or promotional materials without having received the prior written consent of Vox to do so.
- 1.7. The Dealer shall not, pursuant to the agreement or otherwise, here or acquire any right, title or interest in or to Vox's trademarks.
- 1.8. The Dealer may not delete, add, modify or alter any label, literature, material or packaging of an Vox product, logo, trade name or trademark.
- 1.9. The Dealer may not display, mention or use any Vox product, trademark or trade name in any material produced by The Dealer (including video and audio recordings), unless such material has been approved by Vox.
- 1.10. It is not permitted for The Dealer to advertise Vox's products and/or services without the express permission of Vox. This includes print and online media channels, as well as the broadcast of video or audio recording of any kind.
- 1.11. The Dealer may list itself in the telephone directory and yellow pages under the heading "Vox Independent Dealer". The only information that may follow this is The Dealer's contact details. Any directory display advertising may only use the Vox logo provided by Vox.
- 1.12. In addition to Vox's policies, The Dealer must comply with any and all local and national ordinances, laws or other regulations when promoting Vox products and/or services, as well as the business opportunity. It is the responsibility of The Dealer to determine what these may be and how they apply to The Dealer.
- 1.13. Written consent must be received from Vox if The Dealer wishes to use full and exact reproductions of articles or materials contained in official Vox material.
- 1.14. The Dealer may use Vox-produced literature and promotional material solely for the purpose of conducting business as a Vox Dealer.
- 1.15. In the event that Vox determines that non-Vox-produced sales aids and materials supplied by The Dealer violates any applicable law, the Agreement, or any other rules and regulations published by Vox from time to time, or impairs the Vox business or damages its reputation, Vox reserves the right to instruct The Dealer to cease producing, supplying or distributing the sales aids and materials. If The Dealer fails to comply, Vox is entitled to sanction The Dealer, including termination of the Agreement and hold The Dealer responsible for any costs, losses, damages or any other liabilities suffered by Vox as a result of the production or distribution of such materials.

14. COMMISSION PAYABLE

- 1.1. The Dealer, not being an employee of Vox, shall not receive a salary or any of the benefits due to employees from Vox but shall earn only commissions from Vox for the referral of subscribers to Vox as prospective customers of Vox products and/or services.
- 1.2. Commission will be calculated by applying the percentage referred to above to the ex VAT value of the first month billing to the subscriber provided the subscriber is billed within a period of 30 days from the date on which the prospect referral form was submitted.
- 1.3. Vox agrees to pay 100% of the commission entitlement due to The Dealer within 30 days of customer/subscriber statement, on condition that:
 - 1.2.1. No amounts are outstanding and due by the customer/subscriber;
 - 1.2.2. The customer/subscriber agreements are valid and in force;
 - 1.2.3. The Dealer Agreement is valid and in force.
 - 1.2.4. Vox is permitted to claw back commissions in the event of customers/subscribers cancelling within the agreed "cooling off period";
 - 1.2.5. Commissions to The Dealers shall be due and payable for 6 months after termination of The Dealer Agreement. Thereafter, no further claims will be made by The Dealer to Vox.
 - 1.2.6. Commissions to The Dealers shall be due and payable for 4 months from the date on which the prospect referral form was submitted. Failing which the referral shall deemed to be 'stale' after which, no further claims will be made by The Dealer to Vox.

15. NON-DISCLOSURE AND CONFIDENTIALITY

- 1.1. The Dealer shall not disclose with regard to this agreement and general business. All the terms and conditions contained in this agreement, as well as any variations or amendments, shall be deemed to be fully incorporated into this agreement.
- 1.2. The Dealer shall not offer, invite, encourage or otherwise attempt to induce any other Vox dealers to join other companies or to purchase or sell products or services other than Vox products.
- 1.3. The Dealer may not distribute literature or other material that promotes any other organisation or individual, whether religious, political, business or social, or that implies any association between Vox and any other organisation. Violation of this rule could lead to termination of the dealership.
- 1.4. Business activity of any kind in any other country or territory, including but not limited to: selling product, attempting to register products or marketing plans, sponsoring dealers, advertising, conducting meetings or in any way offering Vox products and/or services is strictly prohibited.

16. RESTRAINT OF TRADE

- 1.1. The Dealer shall not, during the term of this agreement, attempt to induce any other Vox dealers to join other companies or to purchase or sell products or services other than Vox products.
 - 1.2. The Dealer may not distribute literature or other material that promotes any other organisation or individual, whether religious, political, business or social, or that implies any association between Vox and any other organisation. Violation of this rule could lead to termination of the dealership.
 - 1.3. Business activity of any kind in any other country or territory, including but not limited to: selling product, attempting to register products or marketing plans, sponsoring dealers, advertising, conducting meetings or in any way offering Vox products and/or services is strictly prohibited.
- ### 17. DURATION AND TERMINATION
- 1.1. This agreement shall commence on the date when Vox signs this agreement and shall endure for a period of 12 (twelve) months or until terminated by either party, for any reason, subject to these terms and conditions. Failing which, The Dealer agreement will be renewable for a further period of 12 (twelve) months.
 - 1.2. If either party wishes to terminate this agreement, it shall do so by serving upon the other party a written notice of termination, which shall be effective 30 days from the date of receipt of said notice. If The Dealer terminates the agreement, The Dealer shall receive any commission due as calculated by Vox, for a period of 6 (six) calendar months following the termination date, where after The Dealer shall have no further entitlement to any commission from Vox. The aforesaid entitlement to commission is subject to The Dealer's compliance with the terms and conditions of this agreement and in particular with The Dealer's compliance with the terms and conditions contained in clause 9 hereof, being the restraint of trade undertakings.
 - 1.3. If Vox terminates the agreement, The Dealer shall receive any commission due on existing contracts subject to The Dealer's compliance with the terms and conditions hereof and in particular with The Dealer's compliance with clause 9 hereof, being the restraint of trade undertakings, only for a period of 6 (six) calendar months following the termination date, where after The Dealer shall have no further entitlement to any commission from Vox. (During this 6 (six) month period, The Dealer shall not be entitled to any commission on new or renewed contracts entered into by any subscriber via another representative.)
 - 1.4. If The Dealer is a person and changes name due to marriage, divorce or for any other reason, this agreement shall continue to exist with such person provided that the identity number of The Dealer, whose name has changed, remains the same. In these circumstances, The Dealer shall provide Dealer shall provide Vox with a copy of an Identity Document reflecting the new name, along with the same identity number recorded in this agreement.
 - 1.5. If The Dealer is a person and not a legal entity, and The Dealer dies, then this agreement shall be deemed to have been terminated by The Dealer on the date of The Dealer's death and the provisions of clause 7.3 apply.
 - 1.6. Vox rules and regulations in no way supersede the dictates of any court of law so as to the disposition of the dealership and/or the rights, benefits or obligations of either party to the dealership.

18. RESIGNATION

- 1.1. The Dealer may resign from its dealership at any time by submitting a witnessed letter of resignation to Vox. The resignation becomes effective when received, validated and accepted by Vox. The Dealer will be advised in writing when this is complete.
- 1.2. The Dealer must return the official Dealer Kit to the immediate sponsor.
- 1.3. No refunds will be allocated to The Dealer.
- 1.4. The Dealer may only reapply to become a dealer again a minimum of 1 year from the date of resignation.
- 1.5. The Dealer will remain liable for unpaid debts owed to Vox or for liabilities for violations of the Vox rules of conduct or any other rules and regulations governing the business practices of dealers practices.
- 1.6. No further customer commission will be allocated to The Dealer once the resignation is accepted.
- 1.7. Commission accruing from The Dealer's customers cannot be transferred to another dealer or person.

19. LIMITATION OF LIABILITY

- 1.1. Vox disclaims all liability of whatever nature to The Dealer in connection with Vox's performance, the product and/or services provided and/or a subscriber's use of such products and/or services. In no event will Vox be liable to The Dealer for special, indirect, or consequential damages of any kind, including but not limited to, loss of profits, caused by Vox, or by Vox's employees, agents or representatives.
- 1.2. Any liability of Vox for breach of this agreement will not exceed, in the aggregated of damages, costs, fees and expenses capable of being awarded to The Dealer, the total amount paid to such Dealer as commission in the quarter preceding the one in which the breach occurred.

20. BREACH OF MATERIAL TERM

- 1.1. A breach by The Dealer of any material term of this agreement shall entitle Vox, at its discretion and without limiting Vox's right to enforce any other remedies available to it, to terminate the agreement, by the service during business hours, of a written notice as been served on The Dealer. Once such notice has been served on The Dealer, its effect shall be that this agreement shall be terminated on the date of such service on The Dealer and The Dealer shall have no entitlement to any commission of any kind from Vox, from date of such termination notice. Vox shall notify The Dealer of material breach in writing, and The Dealer shall be given 14 days to remedy the breach. Only thereafter will termination apply and notice be delivered.
- 1.2. The breach of any of the following clauses of this agreement shall constitute a material breach of this agreement – clauses 1.3, 1.4 and 1.5
- 1.3. The Dealer shall pay all legal costs, including attorney/own client costs, tracing agent's fees and collection charges that Vox may incur in taking any steps (in addition to those described at 10.2 above), pursuant to any breach of these terms and conditions by The Dealer
- 1.4. In the event of a termination of this agreement as contemplated in this clause 10, Vox shall be entitled to recover possession immediately, and without notice, of all of its property which may have remained in the possession of The Dealer consisting inter alia of Vox's documentation, stock, products and the like.

21. TERMINATION DUE TO CHANGE IN CIRCUMSTANCES

- 1.1. Should The Dealer cease to fulfil all its obligations in terms of this agreement due to a change in its circumstances or for any other reason whatsoever, Vox shall be entitled, in addition to all such other remedies available to it in terms of this agreement and at law to take the following step:
 - 21.1.1. Recover possession, immediately and without notice, of all its property remaining in the possession of The Dealer including Vox's documentation, stock, products and the like; and/or
 - 21.1.2. Stop the accrual and payment of any further sums to The Dealer by way of commission or otherwise, the accrual or payment of which shall be reconsidered by Vox due to the aforesaid change in circumstances;
 - 21.1.3. If deemed necessary by Vox, effect no further payments to The Dealer in respect of any sums of money claimed by The Dealer from Vox by way of commission or otherwise.

22. NON SOLICITATION

- 1.1. The Dealer undertakes that neither it nor any person in or by which it is directly or indirectly interested will during the currency of, or subsequent to the termination of, The Dealer agreement and whether for reward or not, directly or indirectly:
 - 22.1.1. Encourage or entice or induce or persuade or induce any employee of Vox to terminate his employment with Vox; or
 - 22.1.2. Furnish any information or advice to any employee then employed by Vox or to any prospective employer of such employee or use any other means which are directly or indirectly designed, or in the ordinary course of events calculated, to result in any such employee terminating his employment with Vox and/or being employed by, directly or indirectly, in any way interested in or associated with any other person, or attempt to do so.

23. DISCLOSURE OF PERSONAL INFORMATION

- 1.1. The Dealer understands that the personal information given in the Dealer Application form may be used by Vox for the purposes of assessing credit worthiness and to contact the Dealer.
- 1.2. Vox has The Dealer's consent at all times to contact and request information from any persons, credit bureau or businesses including those mentioned in the Dealer Application form and to obtain any information relevant to The Dealer's credit assessment, including but not limited to information regarding the amounts purchased from suppliers per month, length of time customer has dealt with each supplier, type of products and/or services purchased and the manner and time of payment.
- 1.3. The Dealer agrees and understands that information given in confidence to Vox by a third party on The Dealer will not be disclosed to The Dealer.
- 1.4. The Dealer hereby consents to and authorises Vox at all times to furnish credit information concerning The Dealer's dealing with Vox to a credit bureau and to any third party seeking a trade reference regarding The Dealer in his dealings with Vox.