

Independent Sales Agent Agreement, Version V001

Ecomate (Pty) Ltd (Registration No. 2025/717501/07) operating CSMBAC.

Version V001, electronic signing active for pending review, UNSIGNED COPY

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1. Parties and acceptance

This agreement is between Ecomate (Pty) Ltd, registration number 2025/717501/07, operating the CSMBAC brand ("Ecomate", "CSMBAC", "we", "us" or "our"), and the person or legal entity identified in the electronic signing form (the "Agent", "you" or "your").

By completing the verification and electronic-signature process, you confirm that you have read, understood and accepted this agreement. If you sign for a legal entity, you warrant that you are authorised to bind that entity and remain responsible for the truth of that representation.

Submission of this agreement does not guarantee appointment. The relationship begins only when Ecomate confirms in writing that you are approved or activated as an agent.

2. Appointment and territory

Once approved, Ecomate appoints you on a non-exclusive, revocable basis to introduce and refer suitable customers to current CSMBAC products in markets that Ecomate has expressly designated as live.

You have no exclusive territory, customer group or lead ownership except to the limited extent that Ecomate's current attribution records recognise a particular prospect or sale. You must not present a coming-soon, unavailable or unapproved market, package, price, payment route or service as live.

You may operate from any country where your activities are lawful. You must comply with all mandatory laws, direct-marketing rules, privacy rules, consumer rules, licensing requirements and other legal obligations that apply where you are located and where the prospect or customer is located.

3. Independent-contractor status

You act as an independent, self-employed contractor and not as an employee, worker, partner, franchisee, joint venturer or legal representative authorised to bind Ecomate.

You control your own working time, location, prospecting methods and level of activity. There are no fixed hours, required shifts, minimum hours, guaranteed assignments, guaranteed leads, guaranteed sales or guaranteed income.

You provide and maintain your own phone, data, computer, workspace, transport and other tools or equipment. You bear your own operating expenses unless Ecomate expressly approves a specific expense in writing before it is incurred.

You are responsible for your own business registrations, records, invoices, taxes, statutory obligations and professional advice. Ecomate does not deduct or administer employee payroll benefits for you and does not provide paid leave, pension, medical aid, unemployment cover,

workers' compensation cover or other employee benefits, except to the extent that a mandatory law applies regardless of this agreement.

You may provide services to other businesses. You must not misuse CSMBAC confidential information, hold yourself out as an employee, or create a conflict that compromises an active CSMBAC customer transaction.

The parties intend and must conduct the relationship consistently with genuine independent contracting. A heading or label in this agreement does not override a mandatory legal classification based on the actual facts.

4. No authority to bind Ecomate

You may explain and refer customers to approved CSMBAC offers, but you may not, unless Ecomate gives specific written authority:

- enter into a contract for or on behalf of Ecomate;
- sign any document for Ecomate;
- incur a debt, cost, refund, liability or obligation for Ecomate;
- alter a package, price, scope, delivery time, refund position, commission, payment route or legal term;
- promise discounts, instalments, guarantees, search rankings, traffic, sales, profits or other results;
- accept or handle customer cash, deposits, card details, passwords or payment credentials;
- provide a personal account for customer payment;
- appoint a sub-agent, representative, employee or subcontractor to act under the CSMBAC name;
- claim that Ecomate has an office, employee, accreditation, partnership, customer result or capability that has not been approved and verified.

All customer payments must use the current official business payment routes. Ecomate controls customer acceptance, payment verification, scope confirmation, fulfilment, refunds and account management.

5. Sales conduct and brand standards

You must act honestly, professionally and lawfully. You must use current approved package pages, scripts, prices, claims, disclaimers and payment instructions.

You must not commit fraud; impersonate another person; fabricate leads, consent, orders, testimonials or customer evidence; make misleading or unauthorised claims; harass prospects; use bribery or improper inducements; discriminate unlawfully; send unlawful bulk messages; ignore an opt-out; or engage in conduct likely to damage a customer, Ecomate, CSMBAC or another agent.

You must identify yourself accurately as an independent CSMBAC sales agent or introducer. You must not describe yourself as an employee, director, owner, lawyer, accountant, developer or authorised contracting representative of Ecomate unless that separate status is true and confirmed in writing.

Ecomate may withdraw or replace approved sales material at any time. Your limited permission to use the CSMBAC name, logo, website content and approved material ends immediately when this agreement or your appointment ends.

You may not register a domain, social-media account, advertising account, business listing, email identity or other asset containing Ecomate or CSMBAC branding without prior written approval. Any authorised brand asset remains subject to Ecomate's control and must be transferred or closed on request.

6. Prospecting, leads and attribution

A prospect is not a sale and an open lead does not create a right to commission.

You must keep accurate and timely records of prospects, contact attempts, permissions, opt-outs, package discussions, expected payments and completed orders. The primary approved attribution route is the customer entering your name in the optional Sales agent reference field at checkout, together with you reporting expected and completed payments promptly.

Ecomate may determine lead ownership and commission attribution from the available evidence, including checkout Sales agent reference values, payment and order records, advance notices, payment references and customer confirmation. Duplicate, disputed or reassigned prospects will be resolved reasonably from the evidence available.

You must not interfere with another agent's attribution, overwrite an existing referral value, claim a customer you did not introduce, or create duplicate or sham transactions.

7. Customer and personal information

You may collect or use only the minimum prospect or customer information reasonably necessary for lawful sales contact, attribution and handover.

You must:

- use information only for the authorised CSMBAC purpose;
- use lawful, proportionate and permission-based outreach appropriate to the relevant jurisdiction;
- respect opt-outs immediately;
- keep devices, accounts and records appropriately secured;
- avoid sharing data through unauthorised tools or with unauthorised people;
- notify Ecomate immediately of loss, unauthorised access, disclosure, suspected compromise or misuse;
- follow Ecomate's reasonable privacy and security instructions;
- return or securely delete CSMBAC prospect and customer information when requested or when your appointment ends, except for records you must lawfully retain.

You may not sell, reuse, scrape, disclose or exploit CSMBAC prospect, customer or agent data for another purpose.

7A. Lead data shared by CSMBAC

From time to time CSMBAC may provide you with prospect or lead information (including contact details and related notes) solely so you can carry out authorised sales activity under this agreement ("Shared Lead Data").

You must treat Shared Lead Data as confidential. You may use it only for the authorised CSMBAC purpose and only for the period CSMBAC permits. You must not sell, licence, publish, or disclose Shared Lead Data to any third party except where the data subject has given valid consent for that disclosure or applicable law requires it.

You must keep Shared Lead Data secure, limit access to people who need it for authorised CSMBAC activity, and follow CSMBAC's reasonable security and privacy instructions. You must notify CSMBAC without undue delay if you suspect loss, unauthorised access, or misuse.

When your appointment ends or on CSMBAC's request, you must stop using Shared Lead Data and return or securely delete it, except records you must retain by law.

Where mandatory data-protection law applies, the parties intend that you act as an independent controller for personal data you collect yourself, and as a recipient/processor (as applicable) for Shared Lead Data CSMBAC provides, subject to applicable law and any separate data-processing terms CSMBAC issues in writing.

8. Commission eligibility

Commission is earned only when all applicable conditions have been met:

- The customer used an official approved payment route.
- Cleared funds were received by the correct contracting entity.
- Ecomate accepted the order and scope.
- The sale was correctly and sufficiently attributed to you.
- The transaction was genuine and was not fraudulent, reversed, refunded, rejected or cancelled in a manner that removes commission eligibility.
- You complied materially with this agreement in relation to the sale.

The current regional commission schedule communicated in the approved playbook or written commission notice applies prospectively. Ecomate may change future rates or structures by written notice, but may not retrospectively reduce commission already earned under the applicable schedule.

Custom-work commission applies only when Ecomate confirms the amount or rate in writing before customer commitment or payment.

From time to time, CSMBAC may offer master affiliates or other agents enhanced commission terms for specific roles, markets, products, volume tiers or performance arrangements.

Enhanced terms apply only when set out in a separate written agreement signed or expressly confirmed in writing by Ecomate for you (an "Enhanced Commission Agreement").

If you do not have an Enhanced Commission Agreement in effect, or that agreement has expired or ended, the standard regional commission schedule and other commission terms in this agreement apply.

While an Enhanced Commission Agreement remains in effect for you for the period stated in that document, its written terms govern commission for the matters it covers and prevail over

the standard schedule to the extent of any inconsistency.

9. Commission cycle and payment

The commission cycle runs from the 16th of one calendar month through the 15th of the next calendar month.

Subject to the eligibility conditions above, verified banking details and any valid invoice or payment document Ecomate reasonably requires, approved commission for the completed cycle is scheduled for payment on the 25th of that month.

Example: qualifying sales from 16 July through 15 August are scheduled for payment on 25 August.

If the 25th is not a South African business day, payment will be made on the next South African business day. If a customer payment has not cleared and the order has not been accepted by the 15th, it moves into the later commission cycle in which it qualifies.

Ecomate will provide or confirm the commission statement and any invoice instructions. If required information, a valid invoice or verified banking details are supplied too late for the payment run, payment may move to the next scheduled run.

Payment may be made in your approved home/local currency using the applicable sale-region commission amount converted once at payment time. You are responsible for the accuracy of your banking information and for charges imposed by your bank or payment provider. Ecomate is not responsible for delay caused by incorrect details, compliance checks, banking outages, sanctions controls or payment-network failure, but will take reasonable steps to resolve a valid payment.

If commission was paid on a transaction that is later reversed, charged back, refunded because of your unauthorised conduct, or shown to be fraudulent or incorrectly attributed, Ecomate may, after giving details, set the amount off against future commission. Fraud, intentional misrepresentation or unlawful receipt of customer money may also be recovered directly.

10. Expenses, equipment, safety and insurance

You bear your own costs and business risks. Ecomate does not reimburse airtime, data, equipment, travel, accommodation, vehicle costs, workspace, advertising or other expenses unless it approved that specific expense in writing beforehand.

You are responsible for the safety and suitability of your own workspace, devices, transport and in-person prospecting arrangements. You must not enter unsafe premises or undertake unlawful or hazardous activity on Ecomate's behalf.

You are responsible for obtaining and maintaining any insurance required by law or reasonably appropriate to your chosen activities, which may include device, vehicle, public-liability or business/professional cover. Ecomate does not provide insurance for you and does not represent that you are covered by any Ecomate policy.

11. Confidentiality and intellectual property

The playbook, scripts, prospect lists, pricing structures, internal processes, customer information, lead records, technical information and non-public business material are

confidential.

You may use confidential information only for authorised CSMBAC sales activity. You may not publish, sell, copy for another business, disclose or exploit it. This duty continues after termination.

Ecomate and its licensors retain all rights in their names, logos, websites, copy, designs, systems and materials. You receive only a limited, non-transferable and revocable permission to use current approved material during your active appointment.

12. Records, verification and cooperation

You must retain accurate business records sufficient to verify your introductions, permissions, attribution and commission claims for the period reasonably notified by Ecomate.

Ecomate may ask for relevant records where reasonably necessary to investigate an attribution dispute, customer complaint, unlawful marketing allegation, suspected fraud, privacy incident or payment issue. The request must be proportionate and limited to the relevant matter.

You must cooperate promptly and honestly with a legitimate investigation. You must not destroy, falsify or conceal relevant evidence.

13. Indemnity for Agent conduct

To the maximum extent permitted by law, you indemnify Ecomate, CSMBAC and their directors, officers and service providers against third-party claims, losses, penalties, costs and reasonable legal expenses arising from your:

- fraud, theft, intentional misconduct or gross negligence;
- false, misleading or unauthorised statement, promise, warranty or representation;
- unlawful marketing, harassment, bribery or breach of an opt-out;
- unauthorised contract, discount, refund, payment route or commitment;
- collection, diversion, misuse or attempted receipt of customer money or credentials;
- breach of privacy, data-security, confidentiality or intellectual-property obligations;
- unlawful act or material breach of this agreement;
- act of an unauthorised sub-agent or person you allowed to use CSMBAC material or identity.

This indemnity does not apply to the extent a loss was caused by Ecomate's own fraud, wilful misconduct, gross negligence or a liability that cannot lawfully be excluded.

14. Limitation of Ecomate liability

Ecomate does not guarantee leads, prospect quality, customer decisions, sales volume, package availability, website or third-party platform uptime, commission level, exchange rates or income.

To the maximum extent permitted by law, Ecomate is not liable for your operating expenses, loss of prospective profit, loss of opportunity, reputational loss or indirect or consequential loss arising from your independent business activity.

Subject to liabilities that cannot lawfully be limited, Ecomate's aggregate contractual liability arising directly from this agreement will not exceed the greater of the unpaid commission proved

to be due for the matter concerned or the total commission paid to you during the three completed commission cycles immediately preceding the event giving rise to the claim.

This clause does not limit Ecomate's liability for its own fraud, wilful misconduct or gross negligence.

15. Suspension and termination

Either party may end the appointment on seven days' written notice. Ecomate may suspend access or terminate immediately where there is suspected or actual fraud, customer-money handling, material misrepresentation, serious unlawful conduct, a significant privacy or security incident, brand impersonation, repeated breach, refusal to cooperate with a legitimate investigation or conduct creating material risk.

On suspension or termination you must stop presenting yourself as active, stop using CSMBAC branding, return or delete protected information as instructed, and complete any necessary handover.

Commission already earned before termination remains payable subject to this agreement. An open lead is not earned commission. Following ordinary termination, a prospect properly logged before termination may remain eligible if the customer's cleared payment and accepted order occur within 30 days and the attribution evidence is satisfactory. No post-termination lead tail applies where termination resulted from fraud, customer-money handling, fabricated attribution, serious misrepresentation or a material privacy/security breach.

Termination does not affect provisions intended to continue, including confidentiality, intellectual property, data duties, evidence, indemnities, payment adjustments, dispute provisions and accrued rights.

16. Notices and electronic records

The parties agree to communicate and contract electronically. Notices may be sent to the latest verified email address or other written contact route recorded for the party.

The electronic agreement, verification events, server timestamps, agreement version, document hash, receipt, delivery records and associated audit evidence form part of the contractual record.

You must notify Ecomate promptly if your name, contracting capacity, email, phone number, country, address, banking details or authority to sign for an entity changes.

17. Governing law and disputes

This agreement is governed by the laws of the Republic of South Africa, without excluding mandatory rights or laws that apply and cannot legally be waived in another relevant jurisdiction.

The parties will first attempt in good faith to resolve a dispute by written notice and discussion. If it is not resolved, either party may approach a South African court with jurisdiction. Nothing prevents urgent relief, reporting unlawful conduct or exercising a non-excludable statutory right.

18. General

This agreement, together with the commission schedule and specific written approvals referred to in it, records the agreement between the parties about the independent sales-agent appointment.

A failure or delay in enforcing a right is not a waiver. If a provision is invalid or unenforceable, it must be limited or severed only to the minimum extent necessary, without invalidating the remainder.

You may not transfer or delegate this agreement without Ecomate's prior written consent. Ecomate may transfer it as part of a bona fide sale, restructuring or transfer of the relevant business, subject to applicable law and notice.

Operational playbook updates may apply prospectively to current products, live markets, approved materials, payment routes and procedures. A material amendment to this legal agreement must be issued under a new version and must not silently alter the immutable VOO1 record you signed.

This is an unsigned copy for reading and download. Electronic signature, email verification and appointment confirmation are separate processes.