DEVELOPERS INCENTIVE AGREEMENT

PARTIES

- This Incentives Agreement (hereinafter referred to as the **"Agreement"**) is entered into, by and between ***ONE SOURCE DIRECT PTY LTD (OSD),*** with an address of *2 Cochrane Avenue, Office 14, Hadjidakis Building, Epping, Cape Town* (hereinafter referred to as the **"Principal"**)

  And

  DEVELOPER NAME with an address of _____ (hereinafter referred to as the **"Agent"**) (collectively referred to as the **"Parties"**).

- Whereas the Agent agrees not to pursue the selling of a competing product for any competitor during the term of this Agreement.

AGREEMENT

- The Parties hereby agree that the principal authorizes the Agent to sell Vodacom Financial Services (VFS), E-Commerce Payment Gateway, Point of Sale Devices, Kwika and Max, on behalf of the Principal and the Agent agrees to indemnify himself/herself as the authorized agent of the Principal for such sale.

THE SALE

- The Parties agree that the prices of the product will be set by the Principal, that the Principal will obtain and provide the marketing materials (if any) for the Agent to use and to obtain sales, and the Principal will provide a Sales Agreement to the Agent for the Agent to use in the sale of the product, this could be via an online portal, an App or a manual application form.

TERM

- This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the "Effective Date") and will end on _____.

- The term of this Agreement may be extended upon the provision of written consent from both Parties.

GEOGRAPHY

- The Parties agree that the Agent will sell the product nationally in South Africa.

DEVELOPER INCENTIVE EARNINGS

- The Parties hereby agree that the Agent will be paid by the Principal by the following means

- 1. On all verified sales of VFS products as approved by VFS sales portal

- 2. All approved sales will be linked to the Developers unique code of which sales are recorded.

- 3. OSD will provide the Developer with a spreadsheet of all sales processed under the Developers code for verification.

- 4. The Developer will in turn approve the said spreadsheet and forward an invoice to OSD for payment with 7 days of invoicing.

- 5. Should there be a dispute on the spreadsheet, the developer will address this with OSD Admin for review, response time will be 24 hours.

- 6. See Annexure A on Conditions for qualifying for Commission and Claim Process

- 7. See Annexure B on Incentive Structure

RELATIONSHIP OF THE PARTIES

- Hereby, the Parties agree that this is a non-exclusive agreement and that the Parties are regarded as independent contractors.

CONFIDENTIALITY

- All terms and conditions of this Agreement and any materials provided during the term of the Agreement must be kept confidential unless the disclosure is required pursuant to process of law.

- Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Client.

- This section will remain in full force even after the termination of this Agreement for a period of 60 days.

TERMINATION

- This Agreement may be terminated in the event that any of the following occurs:

1. Immediately, in the event that one of the Parties breaches this Agreement.

2. At any given time by providing written notice to the other party 7 working days prior to terminating the Agreement.

3. Upon terminating this Agreement, the Agent will be required to return all the principal's products and/or any other content (if any) at his/her earliest convenience, but not beyond 5 days.

REPRESENTATION AND WARRANTIES

- The Parties agree and disclose that they are fully authorized to enter this Agreement. The performances and obligations of both Parties may not violate the rights of any third party or violate any other agreement made between them and/or any other organization, person, business, or law/governmental regulation.

SEVERABILITY

- In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of South Africa.

ALTERNATIVE DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of, or in connection with, this Agreement shall be submitted to arbitration or negotiation in accordance with, and subject to the laws of South Africa.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing, where they must be signed by both Parties to this Agreement.

- As such, any amendments made by the Parties will be applied to this Agreement.

ASSIGNMENT

- The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party unless such is consented to by both Parties in writing.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements, and conditions, express or implied, oral, or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any

course of performance and/or usage of the trade inconsistent with any of the terms hereof.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

PRINCIPAL   AGENT

Name: _____   Name: _____

Signature: _____   Signature: _____

Date: _____   Date: _____