



## SKILLZTRADER AGENT CHANNEL TERMS AND CONDITIONS

Uberskillz® (the Company) regulates and monitors its Agent Channel and all its implications. The Company will release and supply approved marketing material, directives and support to its Agents. The Company will pay the Agent a fixed commission for verified new member sign ups once per week, into the Agent's designated banking account.

The Agent will endeavour to use the best of his/her abilities to register new members on SkillzTrader® in the manner and in accordance with regulations as determined from time to time by the Company. Agents shall provide their own electronic hardware to perform his/her responsibilities. Data cost is for the account of the Agents.

Agents will exclusively use the marketing material supplied by the Company from time to time. Use of different material, in writing or in digital form is strictly prohibited and will result in removal of the Agent from the system.

Agents are remunerated and are entitled to claim a once-off commission for every new member that he/she signs up or causes to sign up through an e-mail link to their unique e-mail address. Payments will be made on the basis of completed new registrations as reflected on the Company's database and are made weekly. The Company reserves the right to review commission rates from time to time.

New Member Sign Up means the successful completion of the process of acquiring a Profile on the SkillzTrader digital platform, after payment of the required membership fee.

The Company and the Agent mutually understand that the Agent shall be and at all times shall act and perform as an independent contractor to the Company. The Company reserves the right and authority to direct and control all details of the work as agreed with its Agents. It is the understanding and intention of the parties hereto that no relationship of employee or principle shall exist between the Company and its Agents.

Agent are required to enter into a Service Level Agreement (SLA) with the Company, which is subject to a written notice to the Company for termination of the SLA, after which the Company will remove the Agent from its database.

As an independent contractor, Agents shall be responsible for and indemnify the Company and holds the Company harmless with respect to remuneration payments or the withholding of any taxes, unemployment compensation or any other amounts arising from the relationship between the Company and its Agents.