



357 Main Road Kenilworth  
7780 Cape Town

Tel 072 479 5166  
Fax 086 544 6047  
alfred@kwikwap.co.za  
Vat Reg 4600230744

Recruiting Agent Name:	
Recruiting Agent Code:	
Date:	

## AGENCY AGREEMENT, Tax Invoice and Debit Order

Agreement between the new agent ..... (Reg/ID No ..... ) and recruiting agent (details above) and Umlingo Academy CC (Reg No 03/029611/23), authorised Licensee t/a Kwikwap2 hereinafter called Kwikwap2. The License is operated under terms & conditions as issued by Kwikwap Mobile CC (Reg No 08/158406/23).

The new agent will hereinafter be called the Agent. Kwikwap2 and Kwikwap Mobile CC will hereinafter collectively be called The Principals. The Agent shall not attempt to make any commitments, incur any liabilities or enter into any contracts on behalf of the Principals other than 1) recruiting new Agents based on this same agreement and 2) signing up customers under the "Mobile Website Agreement".

Kwikwap2 hereby grants the Agent the rights to market and install Kwikwap mobile enabled website systems for customers for which the Agent is allowed to charge anything between R0 and **R1500, once-off**. These rights, embodied in an "agent code", cost **R114 per month** (including VAT) plus a **R1,000** (incl VAT) joining fee. The Agent is also allowed to appoint other Agents and the recruiting Agent receives between 80% - 100% of the joining fee (R1,000), in return the recruiting Agent must train the new Agent. The Agent may train more than one agent at a time. The Agent agrees to always conduct his business in an honest, ethical & professional manner. This agreement shall continue to be in effect for a minimum of three months where after 30 days written notice of cancellation can be given by either party. The Principals however retains the right to cancel this agreement with immediate effect if the Agent allow sites with pornography, racism, profanity or otherwise improper sites and if the Agent does not adhere to the spirit of this agreement or neglect to collect debit orders from customers that paid a set-up fee. The R114 monthly agency fee may be deducted off from moneys due to the Agent in terms of this agreement. The Agent is only allowed to have five free active demo sites at any given time. a Free demo site may only be live for a maximum of two months.

This Agency agreement also entitles the Agent to earn the following monthly commission from each successful system sale: **R40pm** for system 1, **R49,50 pm** for system 2, **R75pm** for system 3 as well as **R80pm** for each successful sub-agent that the Agent recruits and trains (these amounts include VAT if the sites and agents are in South Africa). These amounts are paid out net of bank charges (including clients' and own unpaid transaction fees) and agency fees 7 days after the debit order run. The Agent is responsible that the customer and sub-agent's bank details are entered correctly in the system and that the Debit Order has been sent to Kwikwap2. A "Sale of a website" and the "appointment of a sub-agent" is only a successful sale (or appointment) if the debit order was paid, the client, Kwikwap2 and Kwikwap Mobile CC is satisfied with the website, the Agent complies with this agreement and if the Debit Order has been sent through to Kwikwap2. The Agent is responsible for first line support to his clients or sub-agents. If the Agent has any technical or admin queries he should forthwith log these queries in the system where after Kwikwap2 will assist in due course.

These contract conditions are subject to change by Kwikwap2 and a copy of the latest agreement is available in the Agent's management portal. Kwikwap2 undertakes to inform the Agent via email of any changes and the Agent is bound by the new conditions. Kwikwap2 and the Licensor, Kwikwap Mobile CC, undertakes to be reasonable when amending the conditions.

### Debit Order Authorisation

Name of bank account holder		Physical Address :
Telephone number		
The details of my / our bank account is as follows :		Email:
Bank:	Branch name and code:	
Account number:	Account Type:	

I/we (The Customer) hereby request, instruct and authorise you (Umlingo Academy CC) and your Agent, Netchash (Pty)Ltd, to debit my/our account with the abovementioned bank (or any other bank or branch to which I/we may transfer my account) on the first day of each month with the amount of R114,00 (or any other amount pertaining to this agreement). This agreement commences on the date below. These withdrawals from my/our bank accounts shall be treated as though they had been signed by me/us.

I/we understand that the withdrawals hereby authorised will be processed by computer through a system known as the BankServe, and also understand that the details of each withdrawal will be printed on my bank statement. I/we agree to pay any bank charges relating to this debit order instruction. This authority may be cancelled by me/us by giving you thirty days notice in writing, sent by registered post but I/we understand that I/we shall not be entitled to any refund of amounts which you may have withdrawn while this authority was in force if such amounts were legally owing to you. Receipt of this instruction by you shall be regarded as receipt thereof by my/our bank.

Assignment: I/We acknowledge that the party hereby authorized to effect the drawing(s) against my/our account may not cede or assign any of its rights and that I/we may not delegate any of my/our obligations in terms of this contract/authority to any third party without prior written consent of the authorized party

Signed at ..... on this ..... day of ..... 20.....

.....  
**Authorised Signature (new agent)**

.....  
**Name and Capacity**

.....  
**Recruiting Agent**