



## AFFILIATE MARKETER AGREEMENT

### ENTERED INTO AND BETWEEN

#### DIVERSIT-E SMART TRADE COLLEGE (PTY) LTD

Address: 7 Einstein Road, Jigsaw Park, Real Estate Place, 1<sup>st</sup> Floor, Centurion

Registration Number: 2016/305525/07

(Hereinafter referred to as “**the COMPANY**”)

And

**The AFFILIATE MARKETER** who captured his / her details in electronic format and who needs to accept the terms and conditions below:

### 1. INTERPRETATION AND DEFINITION

- 1.1. In these Terms & Conditions the following words shall bear the meanings as set out hereinbelow:
  - 1.1.1. “**Affiliate Marketer**” means a person who are rewarded for promoting and/or selling through his / her own marketing efforts the products and services of the Company.
  - 1.1.2. “**Affiliate Marketer Agreement**” means this performance-based agreement between the Company and the Affiliate Marketer whereby the Company rewards the Affiliate Marketer for income generated out of the Affiliate Marketer’s own marketing efforts.
  - 1.1.3. “**Client**” means any consumer who purchases or enrol as a client of the Company or are introduced to the Company’s preferred broker as a new client and fund his / her self-managed trading account
  - 1.1.4. “**Company**” means Diversit-e Smart Trade College (Pty) Ltd (2016/305525/07), a private company with limited liability duly registered and incorporated in accordance with the company laws of the Republic of South Africa with address 7 Einstein Road, Jigsaw Park, Real Estate Place, 1<sup>st</sup> Floor, Centurion whose business activities are associated with the provision of an e-learning platform, as well as training courses and content in respect of trading on the Capital Markets and Global Stock Exchanges.
  - 1.1.5. “**Confidential Information**” includes but is not limited to any of the Company’s trade secrets, confidential information in general which relate to the Company, including (but not limited to) financial methods, policies and philosophies, marketing methods, incentive schemes, formulae, processes, systems, sources of supply, Company methods, training- and marketing methods, inventions, quality control of products, specialized knowledge of training programs, staff welfare, Company connections, internal control systems, policies and strategies, salary and wage policies, security methods, knowledge of the customers and Company associates, client lists, contractual arrangements and financing techniques,



personnel, strategic plans, and software and/or database information, and other matters which relate to the Company in respect of which information is not readily available in the ordinary course of business to a competitor, and any details and databases of the clients, job seekers, candidates and/or searched candidates of the Company, and/or such clients, job seekers, candidates and/or searched candidates requirements, credentials or qualifications, or the services provided to them by the Company.

- 1.1.6. **“Contacts”** means potential clients
- 1.1.7. **“Cooling Off Period”** means a client’s right to a 5 (working day cooling off period) as prescribed by the Consumer Protection Act (Act 68 of 2008) as amended. A client’s cooling off period will start on the date the personalized coaching has been given.
- 1.1.8. **“Creatives”** pre-defined marketing content made available on LeadDyno
- 1.1.9. **“FSCA”** means the Financial Service Conduct Authority
- 1.1.10. **“Forex”** means Foreign Exchange Market.
- 1.1.11. **“Intellectual Property Rights”** means (without limitation) the rights in and to the trademarks, service marks, trade names, domain names, logos, get-up, marketing, registrations and patents, inventions (whether patentable or not), know-how (including confidential industrial and commercial information and techniques in any form), copyright, source content, software, ratings, and all similar proprietary rights, whether registered or not, in relation to the business activities of the Company.
- 1.1.12. **“LeadDyno”** means the Company’s online platform whereby the Affiliate Marketer can monitor his / her statistics.
- 1.1.13. **“Method of Payment Cost”** costs per each transaction which are deductible from the calculation of the value of a sale done
  - 1.1.13.1. Cash: R 0
  - 1.1.13.2. EFT: R 150.00 (One Hundred and Fifty Rand)
  - 1.1.13.3. Cards: 4%
  - 1.1.13.4. PayFast: 5%
  - 1.1.13.5. Finance:
    - 1.1.13.5.1. CT International Financiers: 10%
    - 1.1.13.5.2. Mobicred: 5%
    - 1.1.13.5.3. In-house via Netcash: 23%
- 1.1.14. **“Parties”** reference to the Company and the Affiliate Marketer collectively

- 1.1.15. **“Preferred Brokers”** means a FSCA regulated broker which the Company and Affiliate Marketers will refer client to for opening a demo and or live self-managed trading account. The Company will provide the Affiliate Marketer with the sub-IB account
- 1.1.16. **“Privacy Policy”** means the policies that are set in place by the Company to protect personal information and or access thereto of clients, employees, affiliates, etc. Refer to the website with the privacy policy as well as the Company’s Section 51 Manual which supports the Promotion of Access to Information Act, No.2 of 2000 as well as the Protection of Personal Information Act No. 4 of 2013.
- 1.1.17. **“Sale”** means one learn how to trade FOREX/ CFD / INTERNATIONAL SHARES / COMMODITIES online educational course (personalized coaching session included) with any membership option.
- Method of payment costs, self-managed trading account funds or any add-ons to the selling price are excluded from the calculation of a sale and are there no right to receive compensation thereon.
- 1.1.18. **“Sub-IB”** means independent business referrers who assists clients with opening and funding of their self-managed trading accounts with the Company’s preferred broker.
- 1.1.19. **“Sub-IB dashboard”** means an online tool provided by the Company’s preferred broker on which the Affiliate Marketer will monitor earnings and records of clients enrolled.
- 1.1.20. **“Terms and Conditions of a Sale”** means the standard terms and conditions accepted by the client.
- 1.1.21. **“Website”** the Company’s website <https://smartradecollege.com>
- 1.2 For purposes of these Terms and Conditions, the following rules of construction shall apply, unless otherwise provided and/or the context otherwise requires –
- 1.2.1 unless inconsistent with the context, words relating to one gender shall include the other gender,  
words relating to the singular shall include the plural and the other way around (*vice versa*) and words relating to natural persons shall include juristic persons and the other way around (*vice versa*);
- 1.2.2 when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, and shall include Saturdays, Sundays, and gazetted public holiday within the Republic of South Africa.



1.2.3 where the day upon or by which any act is required to be performed falls upon a Saturday, Sunday or gazetted public holiday within the Republic of South Africa, the Parties shall be deemed to have intended that the act shall be required to be performed on the next succeeding Business Day;

**2. The Parties herewith record their mutual relationship being:**

2.1 The Affiliate Marketer is NOT an Employee of the Company and are there no expectations created of employment.

2.2 The Affiliate Marketer will have the following opportunities for which he / she will be financially rewarded. These opportunities require the Affiliate Marketer to use his / her own marketing efforts:

2.2.1 prospecting and providing qualified leads which leads will be given to the Company to convert into sales. In the event where these qualified leads are converted into banked turnover sales the Affiliate Marketer will financially be rewarded at the agreed and fixed rates below (Remuneration only on converted opportunities - feedback on Leads provided will be given) or;

2.2.2 The Affiliate Marketer can, at his / her own time, using the Company's creatives (marketing content) do prospecting and convert a potential Lead/Contact into a sale for the Company without the assistance of the Company's leads or employees. (Training and Support is provided at our Centurion campus/via MS Teams and or webinar sessions) and/ or

2.2.3 Assist a NEW client (current or potential) to fund his / her self-managed trading account with the Company's preferred brokers. Only new Clients.

**2.3 Compensation on sales banked (refer to 2.2.1 and 2.2.2 above)**

2.3.1 The Company will compensate the Affiliate Marketer per full sale banked:

2.3.2 Compensation per sale banked resulting out of a lead given to the Company by the Affiliate Marketer which was successfully converted into a sale by the Company's booking agents or sales executives:

10% (Ten Percent) of the total net income (course value) generated by the Company

2.3.3 Commission on a sale banked without any assistance in person from a business unit manager / supervisor / booking agent or sales executive of the Company:

10% (Ten Percent) of the total net income (course value) generated by the Company plus R1, 500.00 (One Thousand Five Hundred Rand). Take note that to qualify for the additional R1, 500.00 (One Thousand Five Hundred Rand) the course (without any extras) should be sold for a minimum amount of R4, 950.00 (Four Thousand Five Hundred and Fifty Rand).



- 2.3.4 The Affiliate Marketer can use the Company's online LeadDyno to monitor his / her statistics.
- 2.3.5 Payments will be made by the Company to the Affiliate Marketer on Fridays for sales that are out of their cooling off period.

**2.4 Compensation on a client's spread on his / her self-managed trading account**

- 2.4.1 The Company's preferred broker will compensate the Affiliate Marketer directly where the Affiliate Marketer assisted a client to fund his / her self-managed trading account with the Company's preferred broker and assisted the client with the required FICA process.
- 2.4.2 Rebate earnings of 4% to 6% (depending on which level the Affiliate Marketer is registered) calculated on a client's spread.
- 2.4.3 The Affiliate Marketer can monitor earnings and records of clients on the Sub-IB dashboard.

2.5 Because the Affiliate Marketer is not an Employee of the Company the Affiliate Marketer will be responsible to pay his / her own PAYE and UIF and or any statutory requirements.

**3. Preferred Broker:**

- 3.1. Clients and or Contacts may only be referred to the Company's preferred broker/s via the Company's link on the Company's website (Sub-IB Link) [smartradecollege.com](http://smartradecollege.com)
- 3.2. The Affiliate Marketer will not refer any client/contact/ lead / or source directly to the preferred broker/s and must these referrals work directly through the Company.
- 3.3. Under no circumstances may an Affiliate Marketer contact the preferred broker/s and or any of their Employees directly.
- 3.4. Under no circumstances may an Affiliate Marketer refer a client / contract / source to a different broker/s other than those endorsed by the Company.
- 3.5. The Affiliate may not use any third party to contravene any of the clauses mentioned in this clause 3.

**4. Intellectual Property and Confidential Information**

- 4.1 The Affiliate Marketer acknowledges that a protectable interest vests with the Company to protect its Confidential Information and Intellectual Property and will the Affiliate Marketer take the best care not to disclose any of this to a third party or a competitor of the Company.
- 4.2 It is required that the Affiliate Marketer surrender all copies, electronic files, or other means of storage of said IP prior to termination of exit to this agreement.
- 4.3 The Company protects its employees; Affiliates and clients' personal information and by agreeing to the terms of this agreement the Affiliate Marketer acknowledges that he /she has read the privacy policy and Section 51 Manual of the Company which is available on the Company's website.



- 4.4 Should the Affiliate Marketer breach any condition of this clause then he/she shall be liable to the Company for any costs of legal action taken in response thereto on an attorney and own client scale.

**5. Misrepresentation of Products/Services and Company Information**

- 5.1 It is gross misconduct to misrepresent information regarding the Company, its Products and Services and any related information such as Service Providers, to prospective Clients.
- 5.2 The Affiliate Marketer will familiarize him / herself with the Company's Terms and Conditions and selling prices and may no warranties of any nature be given to any client or prospect client that is not contained in the standard Terms and Conditions.
- 5.3 Failure by the Affiliate Marketer to act or neglect to act appropriately when required, in this regard, will be consider as major and may result in immediate termination of this agreement and may the Company act accordingly with the remedies to its disposal.
- 5.4 The Company reserves the right to claim losses and damages incurred as result of the Affiliate Marketer's misconduct from the Affiliate Marketer. Such unacceptable behavior by the Affiliate Marketer exposes the Company to major risks and financial liability. This misconduct has the potential to result in the closing of the Company. Therefore, will legal action be consistently applied. We cannot tolerate such behavior and cannot accept the related risks to the Company.
- 5.5 Should it be suspected that an Affiliate Marketer has violated the values of the Company, and or misrepresented in any way will payment due not be paid until the facts are verified through an internal investigation. In the event where payment/s have already been paid to the Affiliate Marketer then in that event must the applicable payment received be paid back by the Affiliate Marketer immediately.
- 5.6 Should an Affiliate Marketer be on the receiving end of any contact or client enquiry this enquiry must be communicated immediately via telephone call to the Support Manager and also via email to [support@smartradecollege.com](mailto:support@smartradecollege.com) and [enrol@smartradecollege.com](mailto:enrol@smartradecollege.com). It is the responsibility of the Affiliate Marketer to follow up on enquiries directed to the Support Manager and ensure client or contacts were dealt with in a professional and amicable way.

**6. Corporate Governance:**

- 6.1 The Company supports and promotes ethical business practice. The Company is therefore a member of Direct Marketing Association of South Africa (DMASA). The Company also subscribe to the Consumer Protection Act, Act 68 of 2008 as amended and the FSCA Regulations.
- 6.2 The Company, its Employees, Sales Executives, Resellers Agents, Affiliate Marketers and/or Contractors are not registered financial services providers and are not licensed to give any financial- and or investment advice. The Company, its Employees, Sales Executives, Resellers



Agents, Affiliate Marketers (Partners) and/or Contractors do not manage any monies for investment purposes. Past performance does not guarantee future growth. Consult our preferred Brokers and or a FSCA regulated Broker and or a Financial Advisor before making any investment decisions. Self-trading the capital markets and or Stocks involves risk. Never trade with money you cannot afford to lose. The Company, its Employees, Sales Executives, Resellers Agents, Affiliate Marketers and/or Contractors cannot accept responsibility for any losses and or damages suffered in any way. All rights herein reserved.

Always keep it real, ethical, and honest!

7. Termination of this Agreement.
  - 7.1 This Agreement can be terminated by either Party by giving 7 day's written notice.
  - 7.2 The Company may also terminate this agreement with immediate effect where the Affiliate Marketer is in breach of any of the conditions set out in this agreement.
8. Change of information: It is the responsibility of the Affiliate Marketer to immediately inform the Company via email to [enrol@smartradecollege.com](mailto:enrol@smartradecollege.com) in the event of change of any personal- and or banking info.
9. Training will be provided by the Company. To understand the services offered and the courses available to a client as well as compliance the Affiliate Marketer will be required to attend to these compulsory training which will be hosted at the Centurion office or via Zoom / Webinar presentations.
10. Once a week meeting will be held at the office or on scheduled Zoom / Webinar sessions.
11. When the Affiliate Marketer do a sale with no assistance of the office and made use of a hard copy purchase agreement, the Affiliate Marketer must ensure that purchase- and or finance agreements are completed in full and send to the Company's offices within 24 hours after the sale has been done.
12. To further assist the Affiliate Marketer will have the following to his / her disposal at the Company's office to schedule appointments, follow up on potential clients, canvassing for new clients, etc.
  - Training & Sales Support
  - Company's creatives (Marketing material)
  - Telephone- and computer access
13. Feedback and progress reports must be sent directly to the M.D of the Company at [francois@smartradecollege.com](mailto:francois@smartradecollege.com)

14. The Affiliate Marketer will be assisted with daily motivation and planning from 8am to 17h00 each working day.
15. Every client referred to or signed-up by the Affiliate Marketer in the prescribed manner shall become the client of the Company who shall be the sole and exclusive owner of inter alia the database of names and contact information of these clients. The Affiliate Marketer shall have no other relationship with clients other than introducing them to the Company and or selling them the course with any membership option, for which the Affiliate Marketer will be compensated
16. No funds may be taken by the Affiliate Marketer from a client or contact other than those declared and paid directly into the Company's account.
17. No funds may be taken from a client for investment purposes. The Affiliate Marketer will assist the client to open his / her own self-managed trading account with the Company's preferred broker and must the client make payments directly into that account. No third-party payments are allowed.
18. **This forms the whole agreement between the parties should any variation to the terms mentioned in this agreement be of effect it will be done in the form of an addendum accepted by both the Company and the Affiliate Marketer.**