

Client Referral Fee Program

1.1 **Dooms Distributors** appoints Referral Agent as an authorized referral agent for purposes of forwarding and referring to Dooms Distributors potential Merchants and customers of the Services. Such agent is limited to the geographic areas where Dooms Distributors has the Fully trained Broker to provide the onboarding Services, or can be processed online via the office or appointed fully trained Broker.

1.2 Referral Agent has no authority, without the prior written consent of Dooms Distributors management, to bind Dooms Distributors to any contract, representation, understanding, act or deed concerning Dooms Distributors, the Services, or any other service or product offered by Dooms Distributors that is outside the scope of this Agreement. Referral Agent shall make no representations or warranties concerning the Services or Referral Agent's agency relationship with Dooms Distributors, unless such warranty or representation is authorized in writing by Dooms Distributors management. In addition, Referral Agent shall not make any representations or warranties concerning prices, terms or delivery, performance of the Services, terms of payment, or conditions of sales except to the extent such representations are authorized in writing by Dooms Distributors management.

1.3 Unless agreed to otherwise in writing by Dooms Distributors management, this agreement as Referral Agent is not exclusive, and Dooms Distributors management may appoint other referral agents and sales representatives for the Services within any territory that Referral Agent does business.

1.4 This appointment shall not establish or, be interpreted as establishing an Agent-ship, joint venture, Employment of service, franchise, or other agency relationship beyond those functions and responsibilities as set forth in this Agreement.

Duties, Powers and Performance of Referral Agent.

2.1 Throughout the term of this Agreement, Referral Agent shall use reasonable efforts to endorse and promote Dooms Distributors and its services, as well as to refer and forward potential customers (including, but not limited to, business acquaintances, customers, clients, and associates) or the Services to Dooms Distributors. Referral Agent shall adhere to and comply with any prevailing practices and procedures that relate to the referral of customers for the use of the Services.

2.2 Subject to and in addition to the conditions of Section Three herein, Referral Agent shall be entitled to compensation hereunder only for those customers with whom Referral Agent has had direct personal contact and to whom Referral Agent has directly endorsed and recommended the Services.

2.3 Throughout the term of this Agreement, Referral Agent agrees not to refer potential customers to any person or entity other than Dooms Distributors that offers products and services that are in

competition with those offered by Dooms Distributors. If found that the agent do comply this agreement will be terminated.

2.4 Throughout the term of this Agreement, Referral Agent agrees to display prominently the slogan “[Slogan] on its web site and promotion literature, including an HTML link to Dooms Distributors’s home page.

3. Commission Structure

3.1 Dooms Distributors shall pay Referral Agent a once-off commission (the “Commission” or “Commissions”), as described in Exhibit A hereto, for each customer Referral Agent refers to Dooms Distributors pursuant to the terms of this Agreement (a “Referred Customer”). The total commission amount owed to Referral Agent hereunder shall be payable on the last day of each month after the Service has been billed and payment received from our contracted Parties under Distribution service.

3.2 Dooms Distributors shall be obligated to pay the Commission to Referral Agent for a specific Referred Customer if, and only if, the following conditions are satisfied:

3.2.1 The Referred Customer in not a current customer of Dooms Distributors or a customer who Dooms Distributors has, prior to the date of the referral, contacted and towards whom Dooms Distributors has initiated sales and marketing efforts; and

3.2.2 The Service or Services ordered by Referred Customer have been installed, activated, and accepted by the Referred Customer.

3.3 Referral Agent’s entitlement to retain any Commissions paid hereunder for each Customer is conditioned upon such Customer’s continued subscription and payment on the Service for a period no less than 60 days (the ‘Minimum Service Period’). Where Referral Agent must refund to Dooms Distributors compensation paid hereunder due to discontinuance of the Services during the Minimum Service Period, and Dooms Distributors owes Referral Agent Commissions on other Services ordered by Customers under this Agreement, Dooms Distributors may set off from said Commissions, on a monthly basis, until the amount due to Dooms Distributors from Referral Agent is fully paid. Alternatively, Dooms Distributors may send notice to Referral Agent of the amount due and Referral Agent shall remit payment to Dooms Distributors within thirty (30) days after receipt of such notice.

3.4 In the event that the Referred Customer was referred to Dooms Distributors from more than one authorized Dooms Distributors referral agent, the Dooms Distributors will pay the Commission to the referral agent who provided the most proximate, or recent, referral relative to the date the Referred Customer initiates the Service with Dooms Distributors.

3.5 Absent the advance written notice from Dooms Distributors stating otherwise, Dooms Distributors will not be obligated to pay the Commission or any amount invoiced to Referral Agent if Referral Agent uses mass mailings and other forms of mass solicitations to potential customers of the Service.

4. Confidentiality and Customer Ownership.

4.1 All documents, data files, information and other materials made available to Referral Agent in connection with this Agreement, including without limitation all information regarding services, Doms Distributors customers (including those customers and potential customers referred to Doms Distributors by Referral Agent), marketing data, business plans, and technical information (collectively “Confidential Information”) shall be deemed to have been furnished to Referral Agent in confidence and shall remain the exclusive property of Doms Distributors both during the term of this Agreement and after this Agreement is terminated or expired. Referral Agent shall treat as trade secrets and keep in strict confidence all Confidential Information it acquires from Doms Distributors at any time or develops for or on behalf of Doms Distributors, and Referral Agent will not at any time during the terms of this agreement or thereafter use such Confidential Information for its own benefit or disclose or permit any of its employees, agents, or representatives to disclose such Confidential Information to any person or entity without a written consent from Doms Distributors management.

4.2 Doms Distributors shall retain full ownership of all Referred Customers that Referral Agent refers to Doms Distributors under this Agreement, including all information relating to such Referred Customers.

5. Intellectual Property.

5.1 Referral Agent agrees that Doms Distributors retains ownership rights in and to certain intellectual property, including without limitation any Doms Distributors trademark, service mark, trade dress, advertising, any associated goodwill, whether presently existing or later developed (collectively “Intellectual Property”). Referral Agent agrees to sign any document as reasonably required to effect recording or protection of any such property.

5.2 If approved in writing by Doms Distributors, Referral Agent may use advertising that is associated with any Intellectual Property. Referral Agent may use such advertising materials only upon the terms and conditions stated by Doms Distributors from time to time. Referral Agent may not modify or delete any Intellectual Property it uses without the written consent of Doms Distributors management.

6. Term and Termination

6.1 The term of this Agreement will be for a period of one (1) Month, commencing on the date of their registration, after a period of one month, referrals will be renewed automatically on the month to month on their referral status with Doms Distributors.. Unless either party provides written notice stating otherwise, the term of this Agreement shall be renewed for successive one-month terms. At any time, either party may terminate this Agreement upon providing the other party thirty (30) days written notice.

6.2 Doms Distributors shall be responsible for paying any and all Commissions owed to Referral Agent under this Agreement only for those Referred Customers that are referred to Doms Distributors before the effective termination date of this Agreement.

6.3 Doms Distributors reserve the right to terminate the Agreement at anytime when Contracted terminate the contract of service.

6.4 The provisions of Sections 3.3, 4.1, 4.2, 5.1, 7.1, 7.2, 7.3 and 7.5 shall survive termination of this Agreement.

7. Warranties

7.1 Unless Doms Distributors management notifies Referral Agent otherwise, Doms Distributors disclaims all warranties with regard to services rendered under this Agreement, including all implied warranties of merchantability and fitness for a particular purpose. Referral Agent shall extend no warranties or guarantees without the pre-approval of Doms Distributors management, orally or in writing, in the name of Doms Distributors or which would bind Doms Distributors with respect to the performance, design, quality, merchantability, or fitness for a particular purpose of the Service. Neither Doms Distributors nor its affiliates, subsidiaries, suppliers, or parent corporations shall be liable to Referral Agent or any third party for special, consequential, incidental, indirect, tort or cover damages, including, without limitation, damages resulting from the use or inability to use the services, delay of delivery and implementation, or loss of profits, data, business or goodwill, whether or not such party has been advised or is aware of the possibility of such damages. Doms Distributors liability for all claims of any kind arising out of or relating to this Agreement shall be limited solely to money damages and shall not exceed the amount of commissions due Referral Agent.

7.2 Either party shall not be liable for, and is excused from, any failure to perform or delay in the performance of its obligations under this Agreement due to causes beyond its control, including without limitation, interruptions of power or telecommunications services, failure of its suppliers or subcontractors, acts of nature, governmental actions, fire, flood, natural disaster or labor dispute. No failure of either party to pursue any remedy resulting from a breach in this Agreement by the other party shall be construed as a waiver of that breach, nor as a waiver of any subsequent or other breach unless such waiver is signed and in writing.

7.3 In the event any provision of this Agreement shall be invalid, illegal or enforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

7.4 This Agreement shall not be assigned by Referral Agent, in whole or in part, without the express written consent of Doms Distributors management.

7.5 This Agreement shall be construed in accordance with the laws of the state of South Africa, and shall be treated as a South Africa contract.

7.6 All notices required under this Agreement shall be directed to the addresses indicated on the company website, and such addresses shall be deemed to be the most recent address of the addressee and shall remain so until written notice of a change of address is provided to the other party by the party whose address has changed:

Exhibit A

For Services that Dooms Distributors charges , upon successful recruitment, the agent will receive R150 once-off per each referral and approved for the service and paid their first instalment.