

PROPOSED SERVICE LEVEL AGREEMENT

Solar sales project.

The proposed working terms for the Solar Sales Project between Channel Dynamix and Wetility: how leads and deals move between us, what each side commits to, how fees are earned, and how quality is protected. The pilot confirms them.

BETWEEN

Ethereal Trading CC

trading as Channel Dynamix, Johannesburg

AND

Wetility

registered entity to be confirmed



00 Contents

01 Purpose and status

02 Definitions

03 Term, pilot and review

04 Footprint and the two routes

05 What Channel Dynamix does

06 What Wetility does

07 Route B lead rules

08 Fees

09 Statements and payment

10 Warranty and refunds

11 Service levels

12 Customers, data and POPIA

13 Exclusivity, staff and circumvention

14 Brand and conduct

15 Notice, changes and survival

S Schedules and signatures

STATUS OF THIS DOCUMENT

This is a proposal for discussion until both parties sign it. It is accompanied by a mutual non-disclosure agreement, signed alongside it, which is binding from signature and covers everything shared under this project. The pilot confirms or adjusts these terms before a longer agreement is entered into. All amounts exclude VAT.

01 Purpose and status

- 1.1 Channel Dynamix generates and qualifies residential solar customers for Wetility's subscription products, from its own database and campaigns, at its own cost.
- 1.2 Inside the Footprint, Channel Dynamix assigns each qualified lead to an Appointed Field Agent in its group, who runs the sale through to a signed application (**Route A**). Outside the Footprint, Channel Dynamix refers qualified leads to Wetility's Appointed Agents (**Route B**).
- 1.3 Wetility carries out credit vetting, technical design, installation, billing and customer care, and owns the subscription customer.
- 1.4 This is a collaboration between two independent businesses. Nothing in it creates a partnership, joint venture, agency or employment relationship, and neither party can bind the other.

02 Definitions

Appointed Agent

A named Wetility sales agent who receives Route B leads.

Appointed Field Agent

A named field sales agent in the Channel Dynamix group who receives Route A leads.

Appointment Date

The date of the customer's booked consultation. It can move if the appointment is rescheduled, so no fee or time limit runs from it.

Approved Deal

A signed application, submitted under the Referral Code, that has reached Design Approval. Design Approval follows credit approval, so an Approved Deal is a credit-approved customer pending installation.

Channel Dynamix

Ethereal Trading CC, trading as Channel Dynamix, including the field sales operations it works with in its group.

Design Approval

Wetility's technical approval of the system design for the customer's property, recorded with a date in Wetility's system.

Footprint

The areas where Channel Dynamix has field sales staff, as set out in clause 4.1.

Period

The 16th of one month to the 15th of the next, inclusive.

Qualified Lead

A customer who meets the four points in clause 7.1 at the point of Transfer.

Referral Code

The code Wetility issues to Channel Dynamix. It is applied to every Route B lead, and to every Route A application when the customer formally applies, so that each one is attributed to Channel Dynamix and to the named agent.

Route A Deal

An Approved Deal for a customer quoted by an Appointed Field Agent from the Channel Dynamix group's quoting system.

Route B Deal

An Approved Deal for a customer who came from a Route B Qualified Lead.

Transfer

The moment a Route B lead is passed to Wetility with a booked appointment, under the Referral Code.

Transfer Date

The date of Transfer on Route B, or the date a Route A application is submitted under the Referral Code. It never changes, and every fee and time limit in this agreement runs from it.

03 Term, pilot and review

- 3.1 The pilot starts on signature and runs to **31 March 2027**.
- 3.2 December and January are the hardest trading months of the year. Channel Dynamix's call centre closes on **20 December 2026** and reopens on **7 January 2027**. February and March give both sides time to bed the process down.
- 3.3 The parties begin the performance review in **early March 2027**, on data to 28 February 2027.
- 3.4 The review measures **total Approved Deals from both routes together**, Route B referrals and Route A signed applications, along with leads transferred, appointments, quotes, applications, cancellations, cost per deal and conversion by agent.
- 3.5 The Route A fee is reviewed at the same time. After 31 March 2027 the pilot continues month to month on these terms until replaced.

04 Footprint and the two routes

- 4.1 **Route A, field sales.** Channel Dynamix may sell anywhere it has field sales staff. Today that is **Johannesburg and Pretoria**. If leads in the Footprint exceed Channel Dynamix's field capacity, Channel Dynamix may route the overflow through Route B, where Wetility's agents have capacity.
- 4.2 Channel Dynamix may open in further areas, including Cape Town, on notice to Wetility. Until it does, it is happy to work with Wetility's agents there under Route B.
- 4.3 **Route B, referred appointments.** Areas where Channel Dynamix has no field sales representation and Wetility has agents who can attend appointments. Areas that come up regularly are Cape Town, Bloemfontein, and Vereeniging and the Vaal. KwaZulu-Natal and other areas are included where Wetility has representation.
- 4.4 Schedule 1 shows the current areas. It changes on notice as either side's representation changes.

05 What Channel Dynamix does

On both routes

- 5.1 Generates and qualifies customers from its own database and campaigns, at its own cost.
- 5.2 Promotes Wetility's current packages at current prices, using approved messaging, so that Wetility's brand is represented clearly at the touchpoints where its offer is shown.
- 5.3 Quality-assures every lead before it is sent, against the Qualified Lead definition in clause 7.1, and keeps the call recording and QA record for at least 12 months.
- 5.4 Captures the customer's consent for their details to be shared with Wetility, at Transfer on Route B, or at application on Route A.

On Route A

- 5.5 Assigns each qualified lead in the Footprint to an Appointed Field Agent in its group.
- 5.6 Sells under its own brand, as an independent sales operation, not as a Wetility brand representative. The first quote comes from the Channel Dynamix group's quoting system, priced on Wetility's current packages.

- 5.7 When the customer is ready to apply formally, guides them through Wetility's application and credit check, on site or by link, under the Referral Code and the agent's name. Wetility's brand enters the sale at the formal quotation of the selected promotion, or at application.
- 5.8 Follows up customers who need time, and any application submitted under the Referral Code.

On Route B

- 5.9 Books each Qualified Lead within the booking window in clause 7.2, and within the capacity agreed with Wetility.
- 5.10 Transfers the customer's name, number, address, monthly electricity spend, and the appointment date and time.

06 What Wetility does

- 6.1 Issues the Referral Code, and a Wetility agent reference for each Channel Dynamix Appointed Field Agent, and confirms how they are applied to Route B leads and Route A applications.
- 6.2 Provides product training for Channel Dynamix's administrative, sales and marketing teams, logins for its application tools, and appropriate access to track the outcome of every lead, whether it sits with a Wetility Appointed Agent or a Channel Dynamix Appointed Field Agent.
- 6.3 Provides its current residential packages, pricing and savings tool, and gives notice of changes before they take effect.
- 6.4 Names the Appointed Agents who receive Route B leads, each with a Wetility agent reference. Channel Dynamix tracks conversion per agent, for its own agents and Wetility's, and shares it with Wetility. On Route B only, Channel Dynamix may remove an Appointed Agent from the programme, and stop allocating them leads, if their conversion is poor.
- 6.5 Sends a daily status file, or provides a download facility on its website, for every lead ID associated with the Referral Code. The file includes the product and monthly rate quoted or applied for, and the lead's status in Wetility's system (fields in Schedule 3). For every lead quoted, the file confirms that a quote was submitted to the customer, with its quote ID and the agent who quoted. Channel Dynamix maps it to its own lead IDs to measure agents on both sides.
- 6.6 Adds Route B bookings to the diary and attends them **without requalifying the customer**. Checking, rechecking and requalifying a Qualified Lead before the appointment reduces sales conversion. The Appointed Agent is expected to call the customer the day before, or on the day of, the appointment.
- 6.7 Makes credit and design decisions, schedules and completes installation, and bills and services the customer.
- 6.8 Names one sales contact for escalations, urgent appointments, and larger or commercial enquiries.
- 6.9 Supports warranty claims with a statement of debit orders collected and confirmation that the system was removed.

07 Route B lead rules

7.1 **Qualified Lead.** A customer who:

- lives inside an area that can be serviced
- spends **more than R1,500** a month on electricity
- understands the offer
- wants to see an agent.

These points are measured at the point of Transfer and quality-assured by Channel Dynamix before the lead is sent.

7.2 **Booking window.** Appointments are booked 2 to 10 days ahead. (If an urgent appointment is required, it is escalated directly with Wetility's named sales contact.)

7.3 **Existing leads.** A retrospective 90-day window applies. A lead already in Wetility's system in the 90 days before Transfer isn't billable. Wetility tells Channel Dynamix within 48 hours of Transfer, giving only the date the lead entered its system.

7.4 **Reference numbers.** Each lead receives a Wetility reference number on Transfer, against which the daily status is reported.

7.5 **When a lead is payable.** R400, counted for payment on the Transfer Date. The Transfer Date never changes, even if the appointment is rescheduled. A lead is credited only if it didn't meet clause 7.1 at Transfer, under clauses 7.3 and 7.6.

7.6 **Lead queries.** Wetility books and attends the appointment. If Wetility believes a lead didn't meet clause 7.1 at Transfer, for any reason, including a customer who says they were never spoken to, it may raise it at any point up to 30 days after Transfer. Channel Dynamix reviews the QA record. If the lead met clause 7.1 at Transfer, it stands. If it didn't, Channel Dynamix credits it in full. The QA record is the objective measure, and where it is unclear Wetility gets the benefit of the doubt.

7.7 **After Transfer.** Once a lead is transferred it is Wetility's to reschedule, attend and convert, and Channel Dynamix takes no part in booking changes. Drop-off between Transfer and the appointment, and between the appointment and a quote, is normal in any contract sales environment, including customers who cancel before the appointment. It is built into the R400 and into the cost per deal in clause 8.4. If cancellations before the appointment exceed 10% of the leads transferred in a Period, the parties review the position. The consultation is face to face, in person, and leads aren't quoted over the telephone. Wetility confirms each quote submitted to the customer with a quote ID and the quoting agent, in the daily status file.

7.8 **When a deal is payable.** R4,000 on Design Approval (which follows credit approval), on any lead that reaches it within 12 months of its Transfer Date. The fee accrues in the Period in which Design Approval is reached, is invoiced on that Period's statement, and is paid by the last day of that month. The fee is subject to the refund in clause 10.1, which protects Wetility if a customer cancels before installation, so for Wetility it is a cash-flow item, not a bottom-line risk.

7.9 **Credited leads.** A lead credited under clause 7.3 or 7.6 returns to Channel Dynamix.

7.10 **Outcome checks.** If Wetility reports a lead as cancelled or not interested, for any reason, Channel Dynamix may contact the customer to confirm the outcome. For leads in a terminal status this is a courtesy follow-up that protects both parties from deals falling through the cracks. Once a deal is approved and paid for, Channel Dynamix makes no further solar contact with that customer, subject to clause 13.2.

08 Fees

<p>ROUTE A DEAL</p> <p>R10,000</p> <p>flat, per Approved Deal</p>	<p>ROUTE B QUALIFIED LEAD</p> <p>R400</p> <p>on Transfer</p>	<p>ROUTE B DEAL</p> <p>R4,000</p> <p>on Design Approval</p>
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- 8.1 **Route A.** A flat R10,000 for every Route A Deal reaching Design Approval in the Period. There are no volume brackets.
- 8.2 The Route A fee is reviewed at the pilot review in March 2027.
- 8.3 **Route B.** R400 per Qualified Lead on Transfer, subject to clauses 7.3 and 7.6, plus R4,000 per Route B Deal on Design Approval.
- 8.4 Each Period's fee is: Route A Deals x R10,000, plus Route B leads x R400, plus Route B Deals x R4,000.
- 8.5 Every fee accrues in the Period in which it is earned (Transfer or Design Approval), is invoiced on that Period's statement, and is paid under clause 9.

There is no retainer on either route. At a 10% lead-to-approval rate, a Route B Deal costs Wetility R8,000 (10 x R400 plus R4,000), and less at a higher conversion.

09 Statements and payment

- 9.1 Leads transferred and deals approved in each Period are tallied from Wetility's status file and Channel Dynamix's records.
- 9.2 Channel Dynamix sends Wetility a statement and tax invoice for the Period within 3 business days after the 15th (contents in Schedule 2).
- 9.3 Wetility raises any query within 5 business days of receiving the statement. Undisputed amounts are paid on time regardless.
- 9.4 Wetility pays the statement **by the last day of the same month.**
- 9.5 Credits under clauses 7 and 10 are deducted from the next statement, or paid back if there is no further statement.

10 Warranty and refunds

- 10.1 **Cancelled after Design Approval, before installation.** Channel Dynamix refunds the full deal fee, for any reason, if the cancellation is within 30 days of Design Approval. This gives Wetility up to a month to install a Design-Approved Deal. A cancellation more than 30 days after Design Approval, with no installation, isn't refunded, because installation timing sits with Wetility.

- 10.2 Warranty on installed deals.** If the customer's contract is cancelled and the system is removed within the first 12 months:
- **Route A.** Channel Dynamix refunds the share of the deal fee for the debit orders not collected: $\text{fee} \times (12 \text{ minus debit orders collected}) / 12$.
 - **Route B.** Channel Dynamix refunds the R4,000 deal fee in full, however many debit orders were collected. Lead fees are never refunded.
- 10.3 Conditions.** The system must be removed from the customer's premises. Channel Dynamix takes no responsibility for outstanding monthly debit orders on customers approved through Wetility's credit process, but refunds on a system that has been removed. Wetility sends a statement showing how many debit orders were collected, with the calculation.
- 10.4 Not covered.** Cancellations where the cause sits with Wetility, such as a faulty installation or a service failure.

WORKED EXAMPLE, ROUTE A

Customer pays 6 of the first 12 debit orders. Wetility cancels, removes the system and sends the statement.



Deal fee	R10,000
Not collected	6 of 12 (50%)
Credit note	R5,000

WORKED EXAMPLE, ROUTE B

Customer pays 8 of the first 12 debit orders. Wetility cancels, removes the system and sends the statement.



Deal fee	R4,000
Refund basis	Flat, no pro rata
Credit note	R4,000

11 Service levels

The standards each side commits to during the pilot. The pilot review confirms or adjusts them.

SERVICE	OWNER	STANDARD
Quality assurance	CHANNEL DYNAMIX	Every lead checked against clause 7.1 before it is sent. Call recording and QA record kept for at least 12 months
Route B booking window	CHANNEL DYNAMIX	2 to 10 days ahead. Urgent appointments escalated to Wetility's named sales contact
Details at Transfer	CHANNEL DYNAMIX	Name, number, address, monthly spend, date and time, Referral Code
Existing-lead notice	WETILITY	Within 48 hours of Transfer, with the date the lead entered Wetility's system

SERVICE	OWNER	STANDARD
Appointments attended	WETILITY	Booked and attended face to face without requalifying, with a call to the customer the day before or on the day
Quote confirmation	WETILITY	Every quote submitted in person, confirmed with a quote ID and the quoting agent in the daily status file
Lead queries	BOTH	Raised up to 30 days after Transfer and reviewed against the QA record
Named agents	BOTH	Agents named on both sides, each with a Wetility agent reference. Conversion tracked per agent. Route B agents with poor conversion may be removed
Pre-appointment cancellations	BOTH	Priced into the R400. Reviewed if above 10% of a Period's Route B leads
Product training	WETILITY	For Channel Dynamix's administrative, sales and marketing teams, before first visits and as products change
Route A application capture	CHANNEL DYNAMIX	Every application under the Referral Code, with the agent's name
Daily status file	WETILITY	Every business day, for every lead ID under the Referral Code (fields in Schedule 3), continuing after notice under clause 15.4
Credit and design decisions	WETILITY	Target turnaround to be set during the pilot
Installation	WETILITY	Within 30 days of Design Approval, the cut-off in clause 10.1
Period statement	CHANNEL DYNAMIX	Within 3 business days after the 15th
Statement queries	WETILITY	Within 5 business days of receipt
Payment	WETILITY	By the last day of the month
Warranty claims	WETILITY	Statement of debit orders collected and confirmation that the system was removed
Escalations	BOTH	Named contacts respond within 1 business day

12 Customers, data and POPIA

- 12.1 Each party processes personal information lawfully under the Protection of Personal Information Act, 2013, and only for the purposes of this agreement.

- 12.2 Wetility owns the subscription customer, the contract and the billing relationship.
- 12.3 Channel Dynamix owns the leads it generates, including credited leads, and its own quotes and call records.
- 12.4 Status data shared by Wetility is used only to track, follow up and reconcile Channel Dynamix's referrals.

13 Exclusivity, staff and circumvention

- 13.1 This agreement is **non-exclusive on both sides**. Each party keeps its other channels and relationships.
- 13.2 Channel Dynamix runs campaigns across a range of other installed products, including CCTV, alarms, air conditioning and heat pumps. A solar enquiry doesn't stop Channel Dynamix offering the same customer those products.
- 13.3 **Exclusive allocation.** A lead transferred to Wetility, or a Route A application submitted under the Referral Code, is allocated exclusively to Wetility and isn't referred by Channel Dynamix to any other solar provider. The only exception is a Rerouted Customer under clause 14.3.
- 13.4 The parties sign a mutual non-disclosure agreement alongside this agreement. The NDA is binding from signature and underpins this agreement.
- 13.5 **Non-solicitation.** During this agreement and for 12 months after it ends, neither party solicits or employs the other's staff or sales agents.
- 13.6 **Non-circumvention.** During this agreement and for 12 months after it ends, neither party goes around the other to deal directly with customers, agents or other parties introduced under this agreement in order to avoid fees owed to the other.

14 Brand and conduct

- 14.1 Channel Dynamix's field agents sell under a Channel Dynamix group brand, as an independent sales operation, not as Wetility brand representatives. Wetility's brand is introduced at the formal quotation of a selected promotion, or when the customer applies.
- 14.2 Wherever Wetility's offer is presented, Channel Dynamix uses Wetility's current packages, pricing and approved messaging.
- 14.3 Credit policy, installation standards and customer care stay entirely with Wetility. Channel Dynamix may reroute, and make alternative offers to, a customer who fails Wetility's credit vetting or Design Approval, or whom Wetility has classified as "no further opportunity" for its rental offer (a **Rerouted Customer**). These are the only customers Channel Dynamix may refer elsewhere.
- 14.4 Channel Dynamix is responsible for the conduct and payment of its agents, including its Appointed Field Agents.
- 14.5 Wetility provides product training to Channel Dynamix's administrative, sales and marketing teams, so that everyone presenting Wetility's offer is trained on its products and processes.

15 Notice, changes and survival

- 15.1 During the pilot, either party may end this agreement on 30 days' written notice.
- 15.2 Changes are agreed in writing and signed by both parties.
- 15.3 **Commercial terms survive.** Any lead with a Wetility reference number that reaches Design Approval within 12 months of its Transfer Date is payable, even if the pilot or this agreement ends.
- 15.4 **Reporting after notice.** Once notice is given, no new leads need be sent, but Wetility keeps sending the daily status file for every lead in the pipeline, through the 30-day notice period and after it, until each lead reaches a final status or 12 months from its Transfer Date, whichever comes first.
- 15.5 The parties may instead agree to settle the open pipeline at an agreed rate, after which no further reporting is required.
- 15.6 The warranty in clause 10, statements and payment in clause 9, clauses 12 and 13, and clauses 15.3 and 15.4 survive termination for as long as they apply.

S1 Schedule 1: Current areas

ROUTE	AREA	BASIS
Route A	Johannesburg and Pretoria regions	Channel Dynamix appointed field sales staff (overflow to Wetility sales agents where capacity exists)
Route B	Cape Town, Bloemfontein, Vereeniging and the Vaal, KwaZulu-Natal, and other areas specified by Wetility where representation exists	Wetility sales agents

Changes on notice as either side's representation changes (clause 4.4). Channel Dynamix may open further areas, including Cape Town, under clause 4.2.

S2 Schedule 2: Statement contents

- Period dates.
- Route B leads transferred: Wetility reference, Transfer date, area and appointment date.
- Leads credited under clauses 7.3 and 7.6, with the reason.
- Approved Deals: customer reference, route, agent, credit approval date and Design Approval date.
- Credit notes under clause 10, with the supporting calculation.
- Totals excluding VAT, VAT, and the amount due by the last day of the month.

S3 Schedule 3: Daily status file

FIELD	DESCRIPTION
Wetility reference and status	Wetility's ID for the lead or application, and its current status with the date. For example booked, visited, quoted, applied, documents outstanding, credit approved, declined, design approved, installed, cancelled
Channel Dynamix lead ID	Our internal ID, sent at Transfer. We map each Wetility reference to it and roll the statuses into a summary that measures agents on both sides
Agent	The Channel Dynamix Appointed Field Agent (Route A) or Wetility Appointed Agent (Route B), with the corresponding Wetility agent reference number
Quote ID and quoting agent	Confirmation that a quote was submitted to the customer, with the quote ID, the quote date and the agent who quoted, matching the Agent field
Customer	Name and physical address
Route	A or B
Product and monthly rate	The package quoted or applied for, with its monthly rate
Reason	For any status that results in a decline or cancellation

S4 Signatures

Signed by the authorised representatives of the parties, once the terms above are agreed.

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