



ZAP HUB Independent Contractor Agreement

This Agreement is made between:

ZAP HUB (Pty) Ltd ("the Company")

Registration Number: 2025/292480/07

39 Karob Crescent, Fourways Gardens, Fourways, Sandton

And

Contractor Name: _____

ID Number: _____

Salesperson ID #: _____ (Assigned upon approval)

1. Appointment

- The Company appoints the Contractor as a non-exclusive independent sales contractor to solicit and secure service providers ("Clients") for the Company's advertising hub services.

2. Contractor Status

- The Contractor is an independent contractor, not an employee, agent, or partner of the Company. The Contractor is solely responsible for their own income tax, VAT (if applicable), and other statutory deductions as required by the South African Revenue Service (SARS). The Contractor has no authority to bind the Company to any agreements.
- This Agreement or any extension hereof does not and shall not be interpreted or construed as establishing any precedent or expectation of future or permanent employment and the Contractor specifically acknowledges and confirms this understanding.
- No expectations of any nature whatsoever have been created in the minds of either of the parties that this contract will be renewed or extended upon its expiry and the termination of the parties' relationship at such time will not constitute a dismissal of the employee, but rather a termination of the employment relationship due to the expiry of this contract.



3. On-boarding Requirement

- The Contractor must successfully complete the on-boarding process, including submitting a certified copy of their ID, proof of address, bank details, and completing the mandatory online training course before they are authorized to represent the Company.
- All companies and close corporations are to submit a copy of their Incorporation documents.
- All registered VAT vendors are to submit a copy of their SARS VAT registration certificate.

4. Duties and Obligations

- **Direct Marketing and Cold Calling Compliance**
 - **Prohibition of Cold Calling:** With immediate effect, the Contractor is strictly prohibited from engaging in "cold calling" (unsolicited telephonic marketing) to potential Clients. The Contractor acknowledges that under the **National Consumer Commission (NCC) Opt-Out Regulations** and the **Consumer Protection Act (CPA)**, direct marketing via telephonic contact is restricted to consumers who have not registered a pre-emptive block on the National Opt-Out Registry.
 - **Compliance with Legislation:** The Contractor warrants that they will not contact any potential Client via telephone or electronic communication for marketing purposes unless the Company has provided a "cleansed" lead list that has been verified against the NCC registry within the last 30 days.
 - **In-Person Sales Model:** The Contractor acknowledges that the ZAP HUB sales model is based on physical site visits as per this Clause. Any deviation from this through unauthorized telephonic solicitation constitutes a material breach of this Agreement.
 - **Indemnity:** The Contractor indemnifies the Company against any administrative fines, legal costs, or penalties imposed by the National Consumer Commission or the Information Regulator resulting from the Contractor's failure to adhere to this clause or any South African data protection and consumer laws (including POPIA and the CPA).



- **Zero Tolerance:** Breach of this clause shall entitle the Company to terminate this Agreement **immediately** for cause.
- **Sales Process:** The Contractor is required to physically visit potential Clients, sign them up on the spot using the ZAP HUB system, and guide them through the entire registration process.
- **Identification:** The Contractor **must** input their assigned Salesperson ID # for every client sign-up to receive the applicable commission.
- **Uniform:** In the event that the Company issued a uniform/dress code, the Contractor will be required to wear the official ZAP HUB uniform during all sales activities.
- **Compliance:**
 - The Contractor shall comply with all reasonable instructions from the Company regarding the representation of its brand.
 - The Contractor must add/follow and interact with all of the companies social media platforms.
 - The Contractor may only share official social media postings made available by the Company. Non-company approved social media listings will be reported, and the Contractor may face termination of his/her services with the company. The Contractor notes, specifically, that this is a **non-negotiable** term of the Contractors association with the company and has been inserted for the protection of the Companies intellectual property.
 - The Contractor undertakes to watch the sales videos made available by the Company.
 - The Contractor must upload a profile picture to his/her ZAP HUB profile upon assignment of his/her ZAP Salesperson ID #
 - Attendance of at least one online ZAP family meeting per month is mandatory and the Contractor agrees to committing to at least one ZAP family meeting per month for the duration of this agreement.
- **Personal Grooming:**
 - **Hygiene:** The Contractor shall ensure that he/she regularly bath's/showers, uses deodorant, maintains oral health (brushing teeth, fresh breath), and has clean hands and fingernails.
 - **Attire:** The Contractor's clothing must be clean, ironed, in good repair (no holes or stains).
 - **Hair:** Hair must be clean, neatly styled, or combed. For men, this includes a neat trim of facial hair.
 - **Overall Presentation:** The Contractor shall look put-together and professional.

5. Commission and Payment

- ❖ Commissions only become earnable upon the successful completion of the Salespersons profile.
- ❖ Commissions are earned only upon successful payment by a Client for a signed package.
- ❖ Commission structure:

Package Name	Commission
Basic	10%
Premium	10%
Enterprise	10%
Platinum	10%
Nationwide	5%

- ❖ This commission structure only becomes effective on the date that the Contactor has signed this agreement and is not retrospective in application.
- ❖ Please note that the commission is a percentage and if a discount is applicable, the commission is a pro-rated percentage of the gross amount payable by the service provider.
- ❖ All commissions are inclusive of VAT as applicable to VAT Vendors.
- ❖ The commission structure is as detailed above and is subject to change upon 30 days' written notice.
- ❖ Payouts are made weekly directly to the Contractor's provided bank account, upon request thereof from the Contractor on the Companies web-portal.
- ❖ A minimum commission of R100 (ONE HUNDRED RAND) must be earned prior to a call for payment can be made by the Contractor.
- ❖ The Contractor is responsible for tracking their own sales and ensuring their ID # is correctly applied. **Strict adherence to NO ID # - NO PAY!**

6. Term and Termination

- This Agreement is effective upon the Company's approval of the Contractor's application.
- Either party may terminate this agreement **without cause** by providing seven (24) hours written notice.
- The Company may terminate this agreement **immediately** for cause, including but not limited to fraud, misrepresentation, or damage to the Company's reputation.



7. Confidentiality

- The Contractor agrees not to disclose any proprietary information, sales strategies, or client data obtained during the course of this agreement to any third party.
- The Contractor agrees not to disclose any confidential information of the Company, including but not limited to business plans, client lists, and financial information, both during and after the term of this Agreement.

8. WARRANTIES

- The Contractor warrants that he/she has the necessary skills, qualifications, and ability to perform the Services in a professional manner and to the standards required by the Company.

9. INTELLECTUAL PROPERTY

- Any and all intellectual property, including but not limited to copyrights, trademarks, and trade secrets, resulting from the Services performed by the Contractor under this Agreement shall be the sole and exclusive property of the Company.

10. GOVERNING LAW AND JURISDICTION

- This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa, and the Parties submit to the jurisdiction of the South African courts

11. DOMICILIUM CITANDI ET EXECUTANDI

- The Parties choose as their domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the addresses stipulated in the citations of this Agreement.

12. Entire Agreement

- This document constitutes the entire agreement between the parties and supersedes all prior discussions.



By signing below, the parties acknowledge that they have read, understood, and agree to be bound by the terms of this Agreement.

Signature for ZAP HUB (Pty) Ltd

Name: _____
Title: Director
Date: _____

Signature of Contractor

Name: _____
Date: _____