

PROPOSED SERVICE LEVEL AGREEMENT

Solar sales partnership.

The proposed working terms for the pilot between Channel Dynamix and Wetility: how leads and deals move between us, what each side commits to, how we're paid, and how quality is protected. Confirmed by the pilot.

BETWEEN

Ethereal Trading CC

trading as Channel Dynamix, Johannesburg

AND

Wetility

registered entity to be confirmed



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STATUS OF THIS DOCUMENT

This is a proposal for discussion. It isn't binding until both parties sign it. It sits under a mutual non-disclosure agreement, to be signed first, and the pilot is intended to confirm or adjust 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 and at its own cost.
- 1.2 Inside Channel Dynamix's field footprint, Channel Dynamix also runs the sale, from first contact to a submitted application (**Route A**). Outside it, Channel Dynamix books qualified appointments for Wetility's own sales team (**Route B**).
- 1.3 Wetility carries out credit vetting, technical design, installation, billing and ongoing customer care, and owns the subscription customer.
- 1.4 The aim is to remove the hand-offs that lose customers between enquiry and application, with full visibility on both sides.

02 Definitions

Approved Deal

A signed contract, submitted under the Referral Code, where Wetility's credit team has approved the customer and Wetility's technical team has given Design Approval. In other words, a customer pending installation.

Design Approval

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

Appointment Date

The date of the customer's first booked consultation, on either route.

Footprint

The areas where Channel Dynamix runs field sales (Route A), as set out in Schedule 1. Everything else agreed in Schedule 1 is a Route B area.

Period

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

Qualified Lead

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

Referral Code

The partner code Wetility issues to Channel Dynamix, attached to every application and booking so that each one is attributed to Channel Dynamix and, on Route A, to the named Channel Dynamix agent.

Route A Deal

An Approved Deal for a customer quoted by a Channel Dynamix agent from Channel Dynamix's quoting system, whose application was completed with Channel Dynamix's guidance, on site or by link.

Route B Deal

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

Transfer

The moment a Route B booking lands in Wetility's diary under the Referral Code.

03 Term, pilot and review

- 3.1 The pilot starts on signature and runs to **28 February 2027**.
- 3.2 The parties review the pilot in **early February 2027**, using volumes and lessons to 31 January 2027: appointments booked, visits done, applications submitted, approvals, cancellations and cost per deal, by route and by agent.
- 3.3 December into January is the hardest trading period of the year. Channel Dynamix's call centre closes on **20 December 2026** and reopens on **7 January 2027**. The parties will read the January data for effort and lessons as much as for volume.
- 3.4 The pilot keeps running to 28 February while the parties agree terms for the rest of 2027. After 28 February it continues month to month on these terms until replaced.

04 Footprint and the two routes

- 4.1 **Route A, field sales.** Johannesburg to start, where Channel Dynamix's field team works today.
- 4.2 **Route B, booked appointments.** Areas outside the Footprint where Wetility wants coverage and its agents will attend, starting with Cape Town, Bloemfontein, and Vereeniging and the Vaal. More areas, such as KwaZulu-Natal, can be added by agreement.
- 4.3 Schedule 1 is agreed in writing at the start and reviewed monthly. As Channel Dynamix's field team grows, areas can move from Route B to Route A by agreement.

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 Presents Wetility's offer accurately, using Wetility's current packages, pricing and approved messaging, and never misrepresents terms, savings or approval.
- 5.3 Records qualification calls and keeps the recordings for at least 12 months, available for review under clause 7.4.
- 5.4 Captures the customer's consent at Transfer, or at application on Route A, for their details to be shared with Wetility.

On Route A

- 5.5 Books and attends the appointment with a trained Channel Dynamix agent.
- 5.6 Issues the first quote from Channel Dynamix's own quoting system, priced on Wetility's current packages, and shows the customer their estimated saving.
- 5.7 If the customer chooses to apply, guides them through Wetility's application on site, or by a link sent to them, always captured under the Referral Code and the agent's name.
- 5.8 Follows up customers who need time, without repeat site visits wherever possible.

On Route B

- 5.9 Books each Qualified Lead into Wetility's diary 2 to 10 days ahead, within the capacity agreed with Wetility.
- 5.10 Transfers the customer's name, number, address, monthly electricity spend, and appointment date and time.
- 5.11 Makes one rebooking attempt at no charge when told of a cancellation or missed visit.

06 What Wetility does

- 6.1 Issues the Referral Code and confirms how it is applied to applications and bookings.
- 6.2 Provides logins and a tutorial for its application tools, with the Channel Dynamix agent's name captured on each Route A application.

- 6.3 Provides its current residential packages, monthly pricing and savings tool, and gives notice of changes before they take effect.
- 6.4 Sends a daily status feed on every application and every lead in Channel Dynamix's portfolio under the Referral Code, quoting Channel Dynamix's reference number on Route B (fields in Schedule 3).
- 6.5 Adds Route B bookings to the diary and attends them **without a second qualification call**. Re-checking interest before the visit (super-qualification) reduces sales.
- 6.6 Makes credit and design decisions, schedules and completes installation, and bills and services the customer.
- 6.7 Names one contact for escalations, the Route B diary, and larger or commercial enquiries.
- 6.8 Supports warranty claims with a statement of debit orders collected and confirmation that the system was retrieved.

07 Route B lead rules

7.1 What a Qualified Lead is

- Lives in a Route B area in Schedule 1.
- Spends **more than R1,500** a month on electricity.
- Understands the subscription offer and agrees to a consultation **at the point of Transfer**. Interest is measured at Transfer, not at any later contact.
- Is booked into Wetility's diary 2 to 10 days ahead, with the details in clause 5.10.
- Isn't already an active lead or customer in Wetility's system from the last 90 days.
- Carries a unique Channel Dynamix reference number, which Wetility quotes in every status update.

7.2 When a lead is payable. R400 on Transfer.

7.3 Rejection. Wetility may reject a lead within 2 business days of Transfer, with a reason, if it fails clause 7.1. After that the lead stands.

7.4 Consent disputes. If a customer says they never agreed to a consultation, Wetility raises it within 7 days of the Appointment Date. Channel Dynamix reviews the call recording within 3 business days. If the customer didn't agree, the lead is replaced or credited. If they did, it is billable.

7.5 Reschedules. A customer reschedule keeps the lead valid. It isn't a new lead and isn't a rejection.

7.6 Cancellations and missed visits. A customer cancellation after Transfer, or a missed visit on Wetility's side, doesn't void the lead. Every cancellation before the appointment is priced into the R400. If pre-appointment cancellations exceed 10% of the leads transferred in a Period, the parties review the position.

7.7 Rejected leads. Channel Dynamix keeps ownership of any rejected lead and may place it elsewhere.

7.8 When a deal is payable. R4,000 once both credit approval and Design Approval are in place, on any approval within 12 months of the Appointment Date.

7.9 Ownership route. If a lead is reported cancelled or not interested because Wetility doesn't offer an ownership (outright purchase) route, Channel Dynamix may buy the lead back by crediting the R400 lead fee, and place the customer with an alternative ownership provider.

- 7.10 Follow-up.** Channel Dynamix may follow up any Route B lead and any Route A application submitted under the Referral Code, to support conversion. Once a deal is approved and paid for, Channel Dynamix makes no further solar or energy-subscription contact with that customer, subject to clause 13.2.

08 Fees

Route A, per Approved Deal

UP TO 10 IN THE PERIOD	11 TO 15 IN THE PERIOD	16 OR MORE IN THE PERIOD
R10,000	R11,000	R12,000
per deal, starting rate	per deal, volume bonus	per deal, top bracket

- 8.1** The number of Route A Deals reaching Design Approval in a Period sets the rate for every Route A Deal in that Period.
- 8.2** Brackets are set at Design Approval. A later cancellation doesn't reduce a Period's bracket. Any refund applies to that deal alone, under clause 10.
- 8.3** Route B Deals don't count towards the Route A brackets.

Route B

FEE	WHEN IT IS EARNED	AMOUNT
Qualified Lead	On Transfer, subject to clauses 7.3 and 7.4	R400
Route B Deal	On credit approval and Design Approval within 12 months of the Appointment Date	R4,000

There is no retainer on either route. At a 10% appointment-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 feed 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** Credit notes under clause 10 are deducted from the next statement, or paid back if there is no further statement.

11 Service levels

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

SERVICE	OWNER	STANDARD
Route B booking window	CHANNEL DYNAMIX	Appointment set 2 to 10 days after Transfer, within agreed diary capacity
Details at Transfer	CHANNEL DYNAMIX	Name, number, address, monthly spend, date and time, Referral Code
Bookings honoured as booked	WETILITY	Every booking added to the diary and attended, with no second qualification call
Lead rejection	WETILITY	Within 2 business days of Transfer, with a reason against clause 7.1
Consent dispute	BOTH	Raised within 7 days of the Appointment Date. Call reviewed within 3 business days
Pre-appointment cancellations	BOTH	Priced into the R400. Reviewed if above 10% of a Period's Route B leads
Rebooking	CHANNEL DYNAMIX	One attempt within 2 business days of being told of a cancellation or missed visit
Route A application capture	CHANNEL DYNAMIX	Every application under the Referral Code, with the agent's name
Daily status feed	WETILITY	Every business day, covering every application and booking under the Referral Code
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 of system retrieval
Escalations	BOTH	Named contacts respond within 1 business day

SERVICE	OWNER	STANDARD
Call recordings	CHANNEL DYNAMIX	Kept for at least 12 months

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 rejected 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 partners.
- 13.2 A solar enquiry doesn't stop Channel Dynamix offering the same customer CCTV, alarms, air conditioning or heat pumps.
- 13.3 The parties sign a mutual non-disclosure agreement before the pilot starts. The NDA underpins this agreement.
- 13.4 **Non-solicitation.** During this agreement and for 12 months after it ends, neither party solicits or employs the other's staff or sales agents.
- 13.5 **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 partners introduced under this agreement in order to avoid fees owed to the other.

14 Brand and conduct

- 14.1 Channel Dynamix agents present Wetility's offer at the door in Wetility-branded kit, under whichever Wetility brand fits the product, and follow Wetility's product and messaging rules.
- 14.2 Credit policy, installation standards and customer care stay entirely with Wetility.
- 14.3 Channel Dynamix is responsible for its agents' conduct, training and payment.

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 Approvals survive. A deal approved within 12 months of its Appointment Date is payable even if the pilot or this agreement ends.

- 15.4 The warranty in clause 10, statements and payment in clause 9, and clauses 12 and 13 survive termination for as long as they apply.

S1 Schedule 1: Footprint

ROUTE	AREAS	STATUS
Route A	Johannesburg	From the pilot start
Route B	Cape Town	Subject to Wetility confirming attendance
Route B	Bloemfontein	Subject to Wetility confirming attendance
Route B	Vereeniging and the Vaal	Subject to Wetility confirming attendance
To be agreed	KwaZulu-Natal and other areas	By agreement

Reviewed monthly. Areas can move from Route B to Route A by agreement as Channel Dynamix's field team grows.

S2 Schedule 2: Statement contents

- Period dates.
- Route B leads transferred: reference, Transfer date, area, appointment date, and any rejection with its reason.
- Approved Deals: customer reference, route, agent (Route A), credit approval date and Design Approval date.
- Route B leads bought back under clause 7.9, credited at R400 each.
- The Route A bracket for the Period, and the rate applied.
- 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 feed

FIELD	DESCRIPTION
Referral reference	Wetility's ID for the application or booking
Channel Dynamix reference	Our unique reference number on every Route B lead

FIELD	DESCRIPTION
Referral Code and agent	Channel Dynamix code, plus the agent's name on Route A
Customer	Name and suburb
Route	A or B
Status and date	For example booked, visited, applied, documents outstanding, credit approved, declined, design approved, installed, cancelled
Reason	For any decline, rejection or cancellation, including where the customer wants an ownership route

S4 Signatures

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

FOR CHANNEL DYNAMIX

Ethereal Trading CC

SIGNATURE

NAME AND TITLE

DATE

FOR WETILITY

Registered entity to be confirmed

SIGNATURE

NAME AND TITLE

DATE