SALES REPRESENTATIVE AGREEMENT (COMMISSION-ONLY)

| Effective: 16 September 2026 |

1. Parties

Makner, a technology group operating through makner.tech ("Company"), and [Full Name], holder of ID/Passport No. [*], residing in [Country], email [*] ("Representative").

2. Definitions

2.1 "Price List" means the Company's published international price list, as updated from time to time on makner.tech.

2.2 "Closed Deal" means a client contract signed by the Company under which the first installment has been received.

2.3 "Net Received Amount" means amounts actually received and retained by the Company from a Closed Deal, less refunds, chargebacks, taxes withheld at source, and third-party pass-through costs (licenses, hosting, plugins purchased for the client).

2.4 "Referral Code" means the unique code issued to the Representative through the Company's CRM/Telegram bot. 2.5 "Registration Confirmation" means the timestamped confirmation issued by the bot upon deal registration.

3. Appointment & Status

3.1 The Company appoints the Representative as a non-exclusive, independent-contractor sales representative, worldwide.

3.2 Nothing in this Agreement creates employment, partnership, joint venture, or agency. The Representative is solely responsible for their own taxes, social contributions, equipment, and expenses.

3.3 The Representative has no authority to bind the Company, modify prices, grant discounts, or promise deliverables beyond the Price List, except as approved under $4.5.

4. Duties & Marketing Standards

4.1 The Representative shall market only by lawful means and comply with applicable anti-spam (including CAN-SPAM and GDPR where relevant), consumer-protection, and advertising laws.

4.2 The Representative shall make no false, misleading, or guaranteed-outcome claims, including SEO rankings, trading results, or delivery promises outside the Price List.

4.3 The Representative shall use only Company-approved materials.

4.4 The Representative shall never register domains, social handles, or trademarks containing "Makner" or confusingly similar marks.

4.5 Pricing Authority: any requested discount, price modification, or special promise must be submitted via the Company's bot or official email and binds the Company only upon its prior written approval (email or bot confirmation), granted or refused within twenty-four (24) hours. Unapproved promises are void and unenforceable against the Company.

5. Deal Registration & Attribution

5.1 Deals must be registered via the Referral Code before first client contact. Upon registration, the bot issues a Registration Confirmation, which constitutes prima facie evidence of attribution.

5.2 Registration is valid for ninety (90) days. Attribution follows the first-valid-registration basis.

5.3 Attribution disputes are reviewed in good faith within ten (10) Business Days by a Company manager not involved in the deal; the Representative may submit supporting evidence. If a dispute arises from failure or absence of Company system logs, the Representative's contemporaneous evidence (Registration Confirmation, email threads) shall prevail.

6. Commission

6.1 The Company shall pay the Representative twenty percent (20%) of the Net Received Amount of each Closed Deal, proportionally as client installments are received, within seven (7) days of each receipt.

6.2 Launch bonus: +5% on the Representative's first three Closed Deals.

6.3 Maintenance/support plans sold by the Representative carry 10% commission for the first twelve (12) months of each active subscription.

6.4 No commission accrues on refunded or charged-back amounts.

6.5 Payments are made in USD to the Representative's declared account; the Company bears bank/PSP transfer fees. Each party is responsible for its own taxes and social contributions as required by applicable law.

7. Reporting & Audit

The Representative may view deal status in real time via the bot/CRM dashboard and may request a written commission statement quarterly; the Company shall respond within ten (10) Business Days.

8. Confidentiality & Non-Circumvention

8.1 During the term and for twenty-four (24) months after termination, the Representative shall not disclose Company information, including pricing margins, processes, and client lists.

8.2 During the term and for twelve (12) months after termination, the Representative shall not knowingly divert a client introduced under this Agreement to a third party for the same services in order to avoid the Company. Remedy: forfeiture of unpaid commissions on diverted deals plus damages equal to three times (3×) the commission that would have been payable; no fixed penalty applies.

8.3 Breach of §8.1 entitles the Company to injunctive relief.

9. Compliance & Sanctions

9.1 The Representative warrants that they are not listed under, and are not acting on behalf of persons listed under, UN/EU/UK/US sanctions regimes, and shall not solicit parties in sanctioned jurisdictions.

9.2 The Representative shall comply with applicable anti-bribery and anti-corruption laws.

10. Data Protection

Personal data of leads processed under this Agreement is controlled by the Company. The Representative shall collect only necessary data with consent, transmit it solely through official Company channels, and delete local copies upon request.

11. Term & Termination

11.1 Initial term: twelve (12) months, auto-renewing for successive twelve-month periods.

11.2 Either party may terminate without cause on fourteen (14) days' written notice.

11.3 The Company may terminate immediately for cause, including fraud, brand damage, sanctions breach, or unauthorized promises.

11.4 Upon termination, commissions on Closed Deals and on valid registrations converted within ninety (90) days remain payable.

12. Liability & Indemnity

The Representative is liable for commitments made beyond their authority and shall indemnify the Company against third-party claims arising from the Representative's unlawful marketing.

13. Governing Principles & Disputes

13.1 This Agreement is governed by the UNIDROIT Principles of International Commercial Contracts (2016), supplemented by generally accepted usages of international e-commerce. No national jurisdiction is designated.

13.2 Escalation: (a) good-faith negotiation for thirty (30) days; (b) online mediation via a mutually agreed ODR platform, costs shared; (c) if unresolved within sixty (60) days, binding remote arbitration before a sole arbitrator appointed by mutual agreement, conducted in English by videoconference, fees borne by the unsuccessful party. Claims under USD 1,000 follow a documents-only expedited procedure.

13.3 Either party may seek injunctive relief for confidentiality or IP breach in any court of competent jurisdiction.

14. Miscellaneous

14.1 Entire agreement; amendments in writing only.

14.2 Severability: invalid provisions do not affect the remainder.

14.3 No assignment without prior written consent.

14.4 Notices to the email addresses stated herein are valid.

14.5 E-signatures and electronic counterparts are valid.