SPIDERGO

Founding Members Profit Share Program Agreement

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This Founding Members Program Agreement ("Agreement") is entered into between Digital Learning Solutions Group (Pty) Ltd., registration number: 2022/362522/07, trading as SpiderGo ("the Company"), and the undersigned Founding Member ("Investor").

The purpose of this Agreement is to define the rights, responsibilities, and profit-share benefits granted to a limited group of early-stage supporters who contribute capital toward the initial development and expansion of the Company.

1. Purpose of the Founding Members Program

The Founding Members Program is designed to raise seed-level funding for the development, launch, and early scaling of the SpiderGo platform. In return, qualifying investors receive a structured profit-share return after 12 months of launch, that mirrors the profits earned by the Company, without receiving equity or ownership in the Company.

This arrangement allows supporters to share in upside performance while keeping the Company's shareholding intact for long-term growth.

2. Total Investment Pool

The maximum combined capital to be raised under this program is R500,000.

Once the pool is fully subscribed, no additional Founding Members will be accepted.

Each investor may contribute an amount between R5,000 and R100,000, subject to availability.

3. Number of Founding Members

This program is strictly limited.

The total number of Founding Members will depend on subscription amounts, but the program is capped such that the total collective investment does not exceed R500,000.

4. Virtual Shares & Profit Participation

4.1 Virtual Shares

Upon contributing their investment amount, each Founding Member receives a number of virtual shares proportional to their investment.

Virtual shares:

- Do not represent equity
- Do not grant voting rights
- Do not dilute ownership
- Are a calculation mechanism for distributing profit share only

4.2 Profit Share Pool

Each investor participates in the fixed formula of profit share of the Company's revenue in the first 12 months of operation from the Launch Date, generated from the Company's core products and services.

4.3 Pro-Rata Distribution

Profit distributions are calculated pro-rata according to the investor's percentage of total funds contributed.

Example: If an investor contributes 10% of the total R500,000 raised, they are entitled to 10% of the fixed formula profit pool.

5. Duration of Profit-Share Agreement

The profit-share arrangement remains active for a fixed period of 12 months from the date, the launch date, the Company begins generating operational revenue from the 2nd paying affiliate member.

After 12 months:

- Profit share ends automatically
- Virtual shares expire
- No ongoing rights remain unless otherwise agreed in writing

Any due returns are payable to the investor within a 30-day period after the 12 month period.

6. Use of Funds

Funds raised may be used for:

- Platform development
- Marketing and customer acquisition
- Infrastructure, servers, and technology
- Operational and administrative costs
- Content production
- Legal and compliance costs
- Any activities required to launch and grow SpiderGo

The Company retains full discretion regarding allocation of funds.

7. Risk Disclosure

Investors acknowledge that:

- This is a high-risk early-stage business
- Returns are not guaranteed
- Investment capital may be partially or fully lost
- Past performance or projections do not indicate future results

The Founding Member participates voluntarily and understands the risks inherent in start-up ventures.

8. No Equity Granted

This Agreement does not grant:

- Shares
- Equity
- Voting rights
- Control rights
- Ownership of intellectual property

The Company maintains full legal ownership and decision-making authority.

9. Reporting & Transparency

The Company agrees to provide:

- Quarterly performance summaries
- Annual revenue and profit summary
- Updates on platform growth, milestones, and major decisions

10. Joining the Affiliate Programme

Founding members may elect to join the affiliate programme as an early stage affiliate and benefit from a 10% discount on their first 12 month's subscriptions. They will naturally be part of the Series A pre-launch, which is an early opportunity to be part of the setting up of the Affiliate network.

11. Withdrawal & Transferability

Founding Member positions:

- Cannot be transferred without written approval
- Cannot be withdrawn before the 12 month period expires, once the investment is confirmed and funds allocated
- Do not entitle investors to a refund
- Will be subject to any banking and administrative charges

12. Interest Bearing Period

Any funds transferred by members before the launch date will be held in a bank account and will accrue interest as per Nedbank Ltd. South Africa rates.

13. Dispute Resolution

Any dispute shall be resolved through mediation or arbitration in South Africa, under South African commercial law.

14. Acceptance

By signing below, the Founding Member acknowledges:

- They understand the terms
- They understand the risks
- They agree to the 12-month profit-share structure
- They confirm the investment amount
- They receive virtual shares only (no ownership)

Founding Member

Founding Member Name: ______________________________

Founding Member ID number: ___________________________

I (do / do not) want to join the Affiliate programme and be part of the Series A pre-launch.

Investment Amount: R____

(Investment amount written: __________________________________)

Signature: ____

Witness name and signature: _________________________________

Date: ____

For Digital Learning Solutions Group (Pty) Ltd

Signature: ____

Name: ____

Title: ____

Witness name and signature: _________________________________

Banking Details

Name of Account: Digital Learning Solutions Group

Bank: Nedbank

Account Number: 1223561410

Account Type: Current Account

Branch Code: 198765

Reference: <your full name>

Scenario Outcomes after 12 months

The below shows examples of possible outcomes. Each percentage value of return corresponds, or mirrors, the Company's profit growth.

Scenario A

The Company has a cumulative 12 month profit growth of 48%.

Payout = 100% of Invested amount + 48%.

Eg. If the Investor invested R10,000, the Payout = R14,800.

Scenario B

The Company has a cumulative 12 month profit growth of 22%.

Payout = 100% of Capital + 22%.

Eg. If the Investor invested R5,000, the Payout = R6,100.

Scenario C

The Company has a cumulative 12 month profit loss of 27%.

Payout = 73% of Capital.

Eg. If the Investor invested R5,000, the Payout = R3,650.