COMMERCIAL AGENCY MANDATE

Short form — accepted by the Provider on registration

Annex to the DSLP22 LTD Terms of Service

Version: 1.0 | Date: 24 August 2026

This Commercial Agency Mandate (the "Mandate") is accepted by the Provider upon registration on the Platform by ticking the corresponding acceptance checkbox and by subsequent use of the Platform. This Mandate constitutes a self-standing legal relationship between the Provider and DSLP22 LTD, existing alongside the Terms of Service.

1. Parties

1.1 Agent: DSLP22 LTD, a company incorporated in England and Wales on 12 December 2022 under number 14537091, with registered office at Dept 6885, 196 High Road, Wood Green, London, United Kingdom, N22 8HH (the "Agent").

1.2 Principal: A natural person, sole trader, self-employed individual or legal entity that has registered on the Platform as a Provider and accepted this Mandate (the "Principal" or the "Provider").

1.3 Purpose. The Principal appoints the Agent, and the Agent agrees to act as commercial agent of the Principal on the terms of this Mandate.

2. Scope of authority

2.1 Single-party representation. The Agent acts EXCLUSIVELY in the interests of the Principal. The Agent DOES NOT represent the Client (payer), does not act as the Client's agent, trustee or representative and owes no obligations to the Client other than those arising from the Agent's role as operator of the Platform.

2.2 Powers of the Agent. The Agent is authorised to:

- accept payments from Clients discharging the Client's obligations to the Principal under contracts concluded through the Platform ("Client Funds");
- record Client Funds on a segregated ledger of the Platform, identifying the amounts belonging to each individual Principal;
- release Client Funds to the Principal in full, without deduction of any Platform Fee (the Agent's remuneration being charged separately as a monthly subscription — see clause 5);

- release amounts due to the Principal in accordance with the Terms of Service;
- issue refunds to Clients out of the Principal's Client Funds where required by the Terms of Service or by consumer-protection legislation;
- correspond with Clients on behalf of the Principal in relation to payments and refunds.

2.3 Legal effect of payment. Receipt by the Agent of a payment from the Client into the Agent's bank account constitutes valid discharge of the Client's payment obligation towards the Principal to the corresponding extent. The Client is released from its payment obligation at the moment funds are credited to the Agent's account, regardless of when the Agent subsequently remits those funds to the Principal.

3. Legal basis

3.1 Payment Services Regulations 2017. The parties acknowledge that the Agent's activity in receiving and remitting Client Funds is carried out solely under the exclusion set out in Regulation 3 and Schedule 1, Part 2, paragraph (b) of the Payment Services Regulations 2017 (SI 2017/752) — namely, a commercial agent acting on behalf of one side of the transaction only, being the Principal (payee), which does not constitute a payment service and does not require the Agent to be authorised as a payment service provider.

3.2 No licensing requirement. By virtue of clause 3.1, the Agent is NOT a licensed payment institution, electronic money institution or any other "relevant person" under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017. The Agent is not engaged for regulatory screening of the Principal or the Client; those functions are performed by an independent, licensed Payment Institution engaged in respect of transactions on the Platform.

3.3 Boundaries of the exclusion. The Agent undertakes NOT to act simultaneously as commercial agent for both the Principal and the Client in the same transaction, since doing so falls outside the PSR 2017 exclusion. The Client acts in its own name; the relationship between the Client and the Platform is limited to the terms applicable to users and does not create any agency relationship.

4. Client Funds

4.1 Nature of funds pending release. Client Funds received into the Agent's account are, until released to the Principal in accordance with the Terms of Service, amounts to be transferred to the Principal, held by the Agent in its capacity as commercial agent.

4.2 Segregation. The Agent shall keep records of Client Funds separately from its own funds by way of a dedicated ledger and, in accordance with the Agent's internal policies, on dedicated bank or payment accounts allowing the identification of amounts belonging to each Principal.

4.3 Release triggers. The Agent shall release the amount due to the Principal (net of the Platform Fee) upon the occurrence of any of the following events: (a) sign-off by the Client of the acceptance certificate for the Deliverable; (b) expiry of 7 calendar days from delivery of the Deliverable without a reasoned objection from the Client (deemed acceptance); (c) resolution of a dispute by the Agent in favour of the Principal; or (d) written agreement of the parties to release.

4.4 No interest. The Principal agrees that interest (if any) accruing on Client Funds held in the Agent's accounts belongs to the Agent and forms part of its remuneration. Client Funds do not constitute a deposit, savings or investment and are not protected by the Financial Services Compensation Scheme.

4.5 Insolvency of the Agent. In the event of the Agent's insolvency, Client Funds identified as belonging to the Principal and not released as at the date of the insolvency event shall not form part of the Agent's insolvency estate and shall be returned to the relevant Principal to the extent permitted by applicable law (bare trust / equitable interest).

5. Agent's remuneration

5.1 Platform Fee. In consideration for access to the Platform and the services provided under this Mandate, the Principal pays the Agent a fixed monthly subscription of GBP 45 (forty-five pounds sterling) (the "Platform Fee"), payable in advance for each calendar month of access.

5.2 Payment mechanism. The Platform Fee is charged directly to the Principal's payment method on file and is NOT deducted from Client Funds. Client Funds are released to the Principal in full. Failure to pay the Platform Fee when due entitles the Agent to suspend the Principal's access to the Platform until payment is made.

5.3 Taxes. Each party is responsible for its own tax obligations. Where applicable law requires withholding tax or VAT, the corresponding amounts will be reflected in the invoice / agency statement.

6. Obligations of the Principal

The Principal undertakes to:

- provide the Agent and the Payment Institution with accurate identification and tax information and to keep it up to date;
- independently perform contracts with Clients, including delivery of Deliverables and handling of complaints;
- not issue separate invoices to Clients or accept payment outside the Platform in respect of Orders originated through the Platform (anti-circumvention);
- be solely responsible for the quality of the Deliverables and compliance with applicable consumer-protection legislation (including the Consumer Rights Act 2015 and any 14-day cancellation right that may apply);
- comply with applicable sanctions and export controls and notify the Agent of any change of status (for example, sanctions listing, commencement of insolvency proceedings).

7. Liability

7.1 Limited scope of the Agent's obligations. The Agent's obligations are limited to the proper receipt, holding and remittance of Client Funds and to the maintenance of records. The Agent DOES NOT guarantee to the Principal that any particular Client will pay, nor the quality, timing or any other conduct of the Client.

7.2 Indemnity from Client claims. The Principal irrevocably releases the Agent from any Client claims relating to the quality, timing or characteristics of Deliverables, save for claims directly arising from the Agent's improper performance of its functions as operator of the Platform.

8. Term and termination

8.1 Term. The Mandate takes effect on the Principal's acceptance and continues until terminated in accordance with this Section.

8.2 Grounds for termination. The Mandate terminates: (a) on termination of the Terms of Service for any reason; (b) on deletion of the Principal's account; (c) if the Agent ceases operating the Platform, on not less than 30 days' notice to the Principal; or (d) in circumstances required by applicable law.

8.3 Consequences of termination. Termination does not affect: (a) the Agent's obligation to remit to the Principal Client Funds held by the Agent as at termination, net of amounts to be retained; (b) the completion of instructions already accepted; or (c) the parties' obligations relating to confidentiality, data protection and dispute resolution.

8.4 Commercial Agents Regulations 1993. The parties acknowledge that this Mandate is entered into in respect of services (and not "goods" within the meaning of the Commercial Agents (Council Directive) Regulations 1993, SI 1993/3053) and that those Regulations do not apply to the parties' relationship.

9. Miscellaneous

9.1 No holding out. The Agent shall not hold itself out to third parties as a provider of payment services or electronic money services.

9.2 Order of precedence. In the event of any conflict between this Mandate and the Terms of Service, the terms of this Mandate prevail in respect of the agency relationship and the handling of Client Funds.

9.3 Governing law and jurisdiction. This Mandate is governed by the laws of England and Wales. Disputes between the parties are subject to the exclusive jurisdiction of the courts of England and Wales, save that where the Principal is a consumer, the jurisdiction rules in the Terms of Service apply.

9.4 Amendments. The Agent may amend this Mandate in the manner set out in the Terms of Service for amendments to those terms. Continued use of the Platform after publication of the amendments constitutes acceptance of the new version.

10. Method of acceptance

Acceptance of this Mandate is constituted by all of the following actions of the Provider:

- ticking the checkbox "I agree to the Commercial Agency Mandate and appoint DSLP22 LTD as my commercial agent on the terms above" in the registration form;
- pressing the "Register" / "Join as a Provider" button; and
- using the Platform as a Provider following registration.

Electronic acceptance has the same legal effect as manual signature (Electronic Communications Act 2000; Electronic Identification and Trust Services for Electronic Transactions Regulations 2016).

11. Details and signatures

AGENT:

DSLP22 LTD

Company no. 14537091

Registered office: Dept 6885, 196 High Road, Wood Green, London, United Kingdom, N22 8HH

Website: https://design-master.co

E-mail: nicoramaria@inbox.eu

PRINCIPAL (Provider):

Full name / Company name: ____________________________________

Status: individual / sole trader / self-employed / legal entity (delete as appropriate)

Registration / identification number: __________

Address: ____

E-mail: ____

Date of acceptance / signature: _______________

Signature: _______________________