

This Affiliate Marketing Agreement ("Agreement") is entered into by and between:

- 1. The Menu ("The Company")**, with its principal place of business in South Africa; and
- 2. The Affiliate ("Affiliate")**, whose details are set forth in the signature section of this Agreement.

Collectively referred to as the "Parties."

1. Definitions and Interpretation

In this Agreement:

- **"Affiliate"** means the individual or entity marketing The Menu's services.
- **"Commission"** means the percentage earned on referred user sign-ups.
- **"Referral"** means a user who signs up via the Affiliate's unique link.
- **"Users"** means individuals who register through the Affiliate's referral efforts.
- **"POPIA"** means the Protection of Personal Information Act of South Africa.

2. Appointment and Scope of Engagement

- The Company appoints the Affiliate as a non-exclusive marketing partner.
- The Affiliate agrees to promote The Menu and generate user sign-ups.
- All Marketing Affiliates will report directly to the Chief Marketing Officer (**CMO**).
- The Affiliate operates as an independent contractor and is not an employee or agent of The Company.

3. Commission Structure and Payment Terms

- **Commission Structure:**
 - The Affiliate will earn a commission from membership fees and one-time pass users who sign up through the Affiliate's unique referral link.
 - **Year 1:** 30% commission on payments received from members or one-time pass users.
 - **Year 2:** 15% commission on payments received from members or one-time pass users.
 - **After Year 2:** No further commission will be payable.
 - **VAT Inclusion:** The above commissions are inclusive of VAT (Value-Added Tax) where applicable.
 - **Anytime Cancellation Clause:** Commissions will only be paid on the actual payments received from members or pass users. If a user cancels their membership, no commission is payable on the cancelled portion.
 - **Exclusion:** No commission will be paid for vendor sign-ups.
 - **Payment Schedule:** Commissions are paid monthly, within 15 business days after month-end.
 - **Tracking:** The Company provides an affiliate dashboard for real-time tracking.
 - **Disputes:** Any disputes over commission must be reported within 14 days of payment.

4. Affiliate Obligations and Restrictions

The Affiliate agrees to:

- Use only marketing materials provided or approved by The Company.
- Ensure that all marketing efforts comply with The Company's brand guidelines.
- Avoid false, misleading, or spammy advertising practices.
- Comply with South Africa's POPIA when collecting or using personal information.

Prohibited Conduct:

The following activities are strictly prohibited. Any breach will result in immediate termination of this Agreement and potential legal action:

- **False or Misleading Advertising:**
 - Making false claims about The Menu's services.
 - Impersonating The Menu or using deceptive marketing tactics.
- **Unethical Marketing Practices:**
 - Sending unsolicited marketing emails or SMS ("spam").
 - Using automated bots to generate fake traffic or referrals.
 - Offering cash rebates, unauthorized coupons, or incentives without Company approval.
- **Trademark and Brand Violations:**
 - Using The Menu's logo or branding without written permission.
 - Bidding on The Menu brand name in paid search ads (e.g., Google Ads).
 - Creating websites or domains that mimic The Menu's official website.
- **Prohibited Platforms & Content:**
 - Promoting The Menu on websites with illegal, violent, or pornographic content.
 - Using hate speech, defamatory, or offensive language in promotions.
- **Data Misuse & Privacy Violations:**
 - Collecting user data without consent or violating South Africa's POPIA.
 - Sharing, selling, or distributing user data obtained from referrals.
- **Affiliate Fraud:**
 - Self-referring through their own affiliate link.
 - Using fake accounts or third-party services to generate referrals.
 - Generating click fraud or multiple low-quality referrals to manipulate payouts.

5. The Menu's Obligations

The Company agrees to:

- Provide access to the affiliate dashboard and unique referral links.
- Supply marketing materials and promotional assets.
- Pay commissions on time according to the agreed terms.
- Investigate and address any disputes in a fair and timely manner.

6. Intellectual Property Rights

- The Company grants the Affiliate a non-exclusive, non-transferable license to use its trademarks and promotional materials.

- The Affiliate may not alter The Company's branding without written consent.
- All intellectual property rights remain the sole property of The Company.

7. Confidentiality and Data Protection

- The Affiliate agrees to maintain the confidentiality of all non-public information shared by The Company.
- The Affiliate shall comply with the POPIA in collecting and processing personal information.
- The Affiliate shall not disclose or sell any data obtained through referrals.

8. Duration and Termination

- Term: This Agreement is effective from the date signed and continues for 12 months, with automatic renewal unless terminated.
- Termination by Notice: Either party may terminate with 30 days' written notice.
- Immediate Termination: The Company may terminate immediately if the Affiliate breaches any terms of this Agreement.
- Effect of Termination: All unpaid but earned commissions will be paid upon termination provided that the Affiliate is not in breach of the terms of this Agreement.

9. Dispute Resolution and Governing Law

- Dispute Resolution: The Parties agree to resolve disputes through mediation, and if unsuccessful, arbitration.
- Governing Law: This Agreement is governed by the laws of the Republic of South Africa.
- Jurisdiction: The Parties submit to the exclusive jurisdiction of South African courts.

10. Indemnity and Limitation of Liability

- The Affiliate indemnifies The Company against all claims, losses, and damages arising from the Affiliate's marketing activities.
- The Company's liability is limited to the total commission paid to the Affiliate in the 12 months preceding the claim.

11. Miscellaneous Provisions

- Entire Agreement: This Agreement constitutes the entire understanding between the Parties.
- Amendments: Any changes must be in writing and signed by both Parties.
- Non-Assignment: The Affiliate may not assign this Agreement without The Company's written consent.
- Survival: Sections relating to confidentiality, intellectual property, and indemnity survive termination.

12. Reporting Structure

- Reporting Line: The Affiliate will report directly to the Chief Marketing Officer (CMO), who will oversee the Affiliate's performance and provide guidance.

13. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Affiliate:

Name: _____

Identity No: _____

Address: _____

Signature: _____

Date: _____

The Menu:

Chief Marketing Officer (CMO):

Name: Robbie Kruse

Email: robbie@thenuportal.co.za

Signature: _____

Date: _____

Chief Executive Officer (CEO):

Name: Rowen Ganas

Email: rowen@thenuportal.co.za

Signature: _____

Date: _____