

## The Menu Vendor Agreement

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

- **The Menu ("The Company"):** A company registered in the Republic of South Africa.
- **The Vendor ("Vendor"):** Whose details are set out in the signature section below.

This Agreement governs the Vendor's participation on The Menu platform, ensuring mutual benefit and compliance with applicable laws.

---

### 1. Definitions and Interpretation

- **"The Menu":** The digital marketing and promotions platform owned and operated by The Company.
  - **"Vendor":** The business listing products or services on The Menu.
  - **"Exclusive Offers":** Promotions offered solely to The Menu users.
  - **"POPIA":** Protection of Personal Information Act, South Africa.
- 

### 2. Vendor On boarding and Fees

- **Free On boarding During Beta Testing/Waiting Page Period:** Vendors joining during the Beta Testing or Waiting Page launch period will on board for free.
  - **Standard Listing Fee After Beta Testing:** After the Beta Testing/Waiting Page period ends, vendors must pay a one-time, non-refundable setup fee of R5 000.00 for platform listing.
  - **Non-Refundable Policy:** All fees paid for listing or advertisement purchases are final and non-refundable.
- 

### 3. Vendor Tier Structure and Obligations

Vendors are classified into Bronze, Silver, or Gold tiers based on participation levels and offers provided to The Menu users:

#### Bronze Tier:

- Provide at least **1 exclusive deal per month**.
- Maintain a **90% positive customer rating**.
- **Incentives:** 10% ad slots (off-peak), basic analytics reports.

**Silver Tier:**

- Provide at least **3 exclusive offers per month**.
- Sponsor at least **1 spin-the-wheel giveaway** monthly.
- **Incentives:** 20% ad slots, advanced analytics, trade promotion participation.

**Gold Tier:**

- Provide at least **5 exclusive offers per month**.
  - Sponsor at least **1 spin-the-wheel giveaway** weekly.
  - **Incentives:** 70% ad slots, premium analytics reports, priority flash sale placement.
- 

**4. Marketing and Promotional Rights**

- Vendors grant The Menu a non-exclusive license to use their logos, trademarks, and promotional materials for marketing purposes.
  - Vendors must ensure exclusive offers provided for The Menu are not available on competing platforms.
  - Vendors cannot run parallel membership reward programs that conflict with The Menu's promotional model.
- 

**5. Data Protection and Privacy (POPIA Compliance)**

- Vendors must handle personal information in accordance with the Protection of Personal Information Act (POPIA).
  - Vendors may not sell, share, or misuse customer data collected through The Menu without explicit consent.
  - Any breach of POPIA compliance will result in immediate suspension of the vendor's account and may lead to termination of this Agreement.
- 

**6. Prohibited Conduct and Risk Mitigation**

Prohibited activities include:

- **False Advertising:** Misleading promotions or inaccurate product/service descriptions.
- **Fake Reviews:** Generating or soliciting fake ratings or testimonials.

- **Price Gouging:** Raising prices exclusively for The Menu users.
  - **Data Misuse:** Using platform data outside The Menu promotions or in violation of POPIA.
  - **Fraudulent Activity:** Misleading competitions, giveaways, or promotions.
  - **Conflicting Promotions:** Participating in directly competing promotional models.
- 

## 7. Reporting and Accountability

- Vendors will report directly to The Menu's Chief Operating Officer (COO).
  - The COO will handle all disputes, contract queries, and oversee marketing campaigns.
  - Vendors agree to participate in performance reviews and leaderboard competitions.
- 

## 8. Indemnity and Limitation of Liability

- Vendors indemnify The Menu against claims arising from their products, services, or actions, including but not limited to false advertising, product defects, or service failures.
  - The Menu's total liability is limited to the fees paid by the Vendor in the past 12 months.
  - The Menu is not liable for losses due to technical issues, outages, or force majeure events.
- 

## 9. Intellectual Property Rights

- Vendors retain ownership of their trademarks but grant The Menu rights to use their materials for platform marketing.
  - The Menu retains ownership of all platform-generated content, such as reviews, analytics, and user-generated data.
  - Vendors may not replicate The Menu's platform design, proprietary algorithms, or branding.
- 

## 10. Cancellations and Refund Policy

- All listing and advertisement purchases are non-refundable.
  - Vendors must provide **30 days' written notice** for listing removal.
  - Immediate termination applies for any material breach of contract, forfeiting all vendor benefits.
-

## 11. Legal Compliance and Governing Law

- Vendors must adhere to all South African laws, including the Consumer Protection Act (CPA), POPIA, and ASA regulations.
  - This Agreement is governed by the laws of the Republic of South Africa.
- 

## 12. Dispute Resolution

- Disputes will first be referred to mediation, which must commence within **30 days** of a dispute arising.
  - If mediation fails, disputes will be settled through arbitration under South African law, with arbitrators selected by mutual agreement.
  - Arbitration must begin within **60 days** of the mediation failure.
- 

## 13. Term and Termination

- **Term:** This Agreement remains in force from the signing date until terminated.
  - **Termination:** Either party may terminate with **30 days' written notice**.
  - **Immediate Termination:** The Menu may terminate immediately for any material breach of contract, including but not limited to violations of exclusivity, prohibited conduct, or POPIA compliance.
- 

## 14. Entire Agreement

This Agreement represents the entire understanding between the Parties and supersedes any previous agreements or communications.

---

## 15. Force Majeure

Neither party shall be liable for any failure or delay in performance due to circumstances beyond their reasonable control, including but not limited to acts of God, pandemics, natural disasters, or government actions.

---

## 16. Signatures

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

### Vendor:

**Business Name:** \_\_\_\_\_

Business Registration no.: \_\_\_\_\_

Business Address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Designation: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### The Menu (The Company):

#### Chief Operating Officer (COO):

**Name:** Linton Reddy

Email: [linton@themenuportal.co.za](mailto:linton@themenuportal.co.za)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### Chief Executive Officer (CEO):

**Name:** Rowen Ganas

Email: [rowen@themenuportal.co.za](mailto:rowen@themenuportal.co.za)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_