**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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

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

**The Menu:**

**Chief Executive Officer (CEO):**

**Name: Rowen Ganas**

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

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

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

**Chief Marketing Officer (CMO):**

**Name: Robbie Kruse**

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

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

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