

Strictly Private and Confidential:

**Affiliate Agreement entered into between ROMONA MAHADEO duly representing (Registration Number: 2018/626891/07) GIRLTIVITY (PTY) (LTD) of 37 Zenith Drive, Umhlanga (hereinafter referred to as "the Company") And \_\_\_\_\_**

**(Identity/Passport/Registration Number: \_\_\_\_\_)**

of \_\_\_\_\_ (hereinafter referred to as "the Affiliate")

**THE AGREEMENT:** This Affiliate Agreement (hereinafter called the "Agreement") is provided by Girtivity (PTY) Ltd hereinafter referred to as "Company" Our primary website is located at the address listed above. The Agreement is a legal document between you the Affiliate and the Company and describes the affiliate relationship we are entering into. This Agreement covers your responsibilities as an affiliate and our responsibilities to you.

### 1. COMPANY WEBSITE

The company's primary website is <https://girtivity.co.za/>

### 2. NON-EXCLUSIVITY

This Agreement does not create an exclusive relationship between the Company and the Affiliate. You, the Affiliate are free to work with similar affiliate program providers in any category. This agreement imposes no restrictions on us to work with any individual or company we may choose.

### 3. AFFILIATE PROGRAM

- a) The Company will provide you with the referral code " \_\_\_\_\_ " The affiliate can customize their URL identifier from their account.
- b) The referral code will be keyed into your identity on your website and social media platforms.
- c) Every customer who uses your referral code on the Company website will receive a coupon/discount of 10% against the purchase of our Month -to-Month product for the first Month ONLY.
- d) For every Shop Product sold using your referral tracking link, you will be eligible to receive 10% of the purchase amount. Recurring orders do not apply.
- e) A Referred customer shall only be entitled to use your code once per a product.
- f) You hereby agree to fully cooperate with us regarding the referral code and that you undertake to comply with all of the terms of this Agreement for the promotion of the referral code at all times.
- g) We may modify the referral code and will notify you if we do so.
- h) You agree to only use the referral code which has been approved by us and to display the coupon/discount code prominently on your website or social media platforms. An Affiliate Partner badge will be given to you should you wish to use it as well.

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#### **4. SPECIFIC TERMS APPLICABLE**

We will determine whether a payout is permissible at our sole and exclusive discretion. We reserve the right to reject referral codes and/or sales that do not comply with the terms of this Agreement.

Processing and fulfillment of orders will be the Company's responsibility.

#### **5. PAYOUT INFORMATION**

- a) Payouts will be available the last day of the month after they accrue.
- b) Payouts are only available when a threshold of R350 has been met.
- c) For any disputes as to payout, the Company must be notified within thirty days of your receipt of the payout. We will review each dispute notification as well as the underlying payout transaction to which it is related. Disputes filed after thirty days of payout will not be addressed.

#### **6. TERM, TERMINATION & SUSPENSION**

- a) The term of this Agreement will begin on \_\_\_\_\_  
and will end on \_\_\_\_\_
- b) The agreement may be terminated by either party on five days written notice.

#### **7. INTELLECTUAL PROPERTY**

- a) You agree that the intellectual property owned by the Company includes all copyrights, trademarks, trade secrets, patents, and other intellectual property belonging to the Company ("Company IP").
- b) Other than as provided herein, you are not permitted to use any of the Company IP or any confusingly similar variation of the Company IP without our express prior written permission. This includes a restriction on using the Company IP in any domain or website name, in any keywords or advertising, in any metatags or code, or in any way that is likely to cause consumer confusion.
- c) You hereby provide us a non-exclusive license to use your name, trademarks and servicemarks if applicable and other business intellectual property to advertise our Affiliate Program.

#### **8. RELATIONSHIP OF THE PARTIES**

Nothing contained within this Agreement shall be construed to form any partnership, joint venture, agency, franchise, or employment relationship. You are an independent contractor of the Company and will remain so at all times.

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## 9. ACCEPTABLE USE

You agree not to use the Affiliate Program or our Company for any unlawful purpose.

## 10. AFFILIATE OBLIGATIONS

- a) You are responsible for ensuring operation and maintenance of the Affiliate Site, including technical operations, written claims, links, and accuracy of materials. You must ensure, as noted above, that the Affiliate Site does not infringe upon the intellectual property rights of any third party or otherwise violate any legal rights.
- b) You are required to post a conspicuous notice on your website regarding the Affiliate Program. The notice does not have to contain the precise words as the example given below, but should be similar:

**“We engage in affiliate marketing whereby we receive funds through the sale of goods or services on or through this website. This disclosure is intended to comply with the Competition Commission South Africa Rules on marketing and advertising, as well as any other legal requirements which may apply.”**

## 11. INDEMNIFICATION

You agree to defend and indemnify the Company and any of its agents (if applicable) and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the Affiliate Program, your breach of this Agreement, or your conduct or actions. You agree that the Company shall be able to select its own legal counsel and may participate in its own defense if the Company wishes.

## 12. LIMITATION ON LIABILITY

The Company is not liable for any damages that may occur to you as a result of your participation in the Affiliate Program, to the fullest extent permitted by law.

## 13. GENERAL PROVISIONS:

**JURISDICTION, VENUE & CHOICE OF LAW:** Through your participation in the Affiliate Program, you agree that South Africa shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between you and the Company, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction and courts in the jurisdiction of the Magistrates' Court, South Africa. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

**ARBITRATION:** In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The

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arbitration shall be conducted in the South Africa. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing South African law. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by the Company will not be subject to arbitration and may, as an exception to this subpart, be litigated. The Parties, in agreement with this subpart of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased, or otherwise transferred in whole or part by you. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by the Company, the rights and liabilities of the Company will bind and inure to any assignees, administrators, successors, and executors.

FORCE MAJEURE: The Company is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

ELECTRONIC COMMUNICATIONS PERMITTED: Electronic communications are permitted to both Parties under this Agreement, including email. For any questions or concerns, please email us at the following address: affiliates@girltivity.co.za

SIGNED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

\_\_\_\_\_  
For and on behalf of **GIRLTIVITY (PTY) LTD**

Name: ROMONA MAHADEO  
Designation: Director

SIGNED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

\_\_\_\_\_  
For and on behalf of

Name:  
Designation:

WITNESS

\_\_\_\_\_