

## **AFFILIATE PARTNERSHIP AGREEMENT**

This Affiliate Partnership Agreement (the "Agreement") outlines the legal relationship between Floodin Pty Ltd, a company registered in South Africa with its principal office in Plettenberg Bay, South Africa (hereinafter referred to as "Floodin"), and the Distribution Partner also known as the Affiliate Partner (hereinafter referred to as the "Partner").

### **1. Purpose of the Agreement**

1.1 Floodin develops and operates a suite of video and photo editing and sales software solutions tailored for tour operators, tour guides, activity operators, and attractions within the tourism industry. These solutions enable the creation, editing, and sale of personalized video and photo souvenir packages capturing guests' experiences.

1.2 Through Floodin's platform, clients can offer their guests the ability to purchase customized media packages, enhancing the overall guest experience and providing additional revenue streams.

1.3 The Partner operates one or more websites, digital platforms, or physical establishments frequented by clients who may be interested in acquiring the products and services offered by Floodin. The Partner agrees to promote and facilitate access to Floodin's offerings in accordance with the terms of this Agreement.

1.4 Both parties acknowledge that they operate independently and are solely responsible for their respective platforms and services. This Agreement does not establish a joint venture, partnership, employment relationship, brokerage, or agency between the parties.

1.5 Floodin does not assume responsibility for the content captured or provided by the Partner. The Partner is solely responsible for obtaining the necessary consents and ensuring the accuracy and legality of the content used in marketing the products and services of Floodin.

### **2. Technical Specifications**

2.1 Access to Floodin's services can be enabled through various technical means (e.g.,

Links, iFrames, XML, Widget, or similar tools). The Partner bears all expenses for the integration of the chosen access methods on their website(s) or physical establishment (e.g., posters, scannable QR codes, business cards).

2.2 The exact positioning of these integrations on the Partner's website(s) or premises will be mutually agreed upon. Floodin reserves the right to request removal or repositioning of any such access methods if deemed inappropriate.

### **3. Mutual License**

3.1 Floodin grants the Partner a non-exclusive, worldwide license to display selected content and services offered by Floodin's platform on the Partner's website(s).

3.2 The Partner grants Floodin a non-exclusive, worldwide license to integrate and display the agreed-upon access methods on the Partner's website(s) and to provide its services through these means.

3.3 The Partner is not authorized to sub-license any rights granted under this section to third parties.

### **4. Partner's Obligations**

4.1 The Partner shall not engage in any activity that may interfere with or undermine the partnership described herein. The Partner shall refrain from contacting Floodin's clients or technical support regarding transactions completed through Floodin's platform.

4.2 Without prior written consent, the Partner shall not solicit or establish a direct business relationship with Floodin's clients or media suppliers for similar services or advertising.

4.3 The Partner agrees not to make harmful or disparaging statements about Floodin, its business, clients, or services.

4.4 The Partner must regularly maintain and update its website(s) and promptly correct any issues reported by Floodin.

### **5. Floodin's Service Commitment**

Floodin shall use commercially reasonable efforts to ensure the continuity, security, and quality of its products and service.

## **6. Intellectual Property**

6.1 This Agreement does not transfer any intellectual property rights. Floodin explicitly reserves all intellectual property rights.

6.2 The Partner shall not copy or imitate the design, functions, or content of Floodin's suite of products and services. The Partner may not register or use domain names similar to floodin.com or any other trademarks held by Floodin.

6.3 The Partner is solely responsible for all data and content on their website(s) and agrees to indemnify Floodin from any third-party claims related to such content.

## **7. Advertising and Marketing**

7.1 Without written authorization from Floodin, the Partner shall not use Floodin's brand, keywords, or trademarks in advertising or marketing.

7.2 The Partner shall not replicate or distribute content from Floodin's platform on third-party sites.

## **8. Financial Considerations & Payments**

8.1 Floodin is solely responsible for processing all transactions on its platform. The Partner shall not receive or make any payments related to the sale of video photo souvenir packages.

8.2 Floodin shall pay a commission to the Partner for each confirmed and completed transaction originating from the Partner's Unique Affiliate URL link. No payment will be made for cancellations, rejected sales, or errors.

8.3 Commissions are paid monthly on the 16th of each month.

8.4 Floodin may withhold payment until minimum thresholds are met: R500 (South African bank accounts or PayPal) or R10 000 (non-South African bank transfers).

8.5 An invoice is required before payment is made.

8.6 Floodin will pay the Partner a commission of 7.5% of the fixed commission Floodin earns for each video and photo package souvenir sold by a user referred by the Partner.

8.7 The commission eligibility is limited to a

12-month period from the date the referred user downloads the Floodin app and successfully creates an account. After this 12-month period, the Partner will no longer be entitled to commissions from the referred user's purchases.

8.8 The Partner acknowledges that Floodin reserves the right to monitor activity to prevent fraudulent or invalid transactions. Any suspicious activity, such as self-referrals or manipulation of the sign-up process, may result in withheld or revoked commissions and/or the termination of the partnership.

## **9. Payment Contingency Clause**

9.1 Floodin shall not be liable to pay commissions to the Partner unless and until Floodin has received the corresponding payments from the end-user or client.

9.2 In cases where a transaction appears as confirmed in the affiliate system but the payment from the end-user is not received or is reversed, disputed, or fraudulent, Floodin reserves the right to delay, adjust, or withhold any commission payouts to the Partner.

9.3 Partners acknowledge that Floodin acts solely as a facilitator and is not responsible for client payment defaults, chargebacks, or other payment failures beyond its control.

## **10. Data Use and Protection**

10.1 Floodin collects and processes Partner data including but not limited to contact information, platform usage data, and sales activity for the purposes of creating affiliate accounts, tracking transactions, generating reports, and communicating with the Partner.

10.2 All Partner data is stored securely in accordance with South African and EU Data Protection Laws (including the POPIA and GDPR), and is not sold or shared with third parties outside the scope of this Agreement.

10.3 Partners may request access to, correction of, or deletion of their personal data at any time, subject to applicable legal and contractual obligations.

## **11. Warranties and Guarantees**

11.1 The Partner warrants that their website(s)

do not contain illegal, inappropriate, or defamatory content and comply with all applicable laws.

11.2 Both parties must take reasonable technical and economic measures to ensure website security and availability

## **12. Account Security and Liability**

12.1 The Partner is solely responsible for maintaining the confidentiality and security of their Floodin affiliate account credentials.

12.2 Floodin shall not be held liable for any loss or damage arising from unauthorized access, misuse, or breach of a Partner's account due to stolen, weak, or mismanaged passwords.

12.3 In the event of suspected or confirmed account compromise, the Partner must notify Floodin immediately. Floodin will then take reasonable measures to secure the account, including temporary suspension if necessary.

## **13. Duration and Termination**

13.1 This Agreement enters into force upon signing and remains effective indefinitely unless otherwise agreed.

13.2 Either party may terminate this Agreement with 30 days' written notice for any reason.

13.3 Upon termination, all obligations under this Agreement cease except for provisions related to confidentiality, intellectual property, and commissions due.

## **14. Non-disclosure**

14.1 Both parties agree to maintain confidentiality over sensitive commercial information, client data, and internal communications. Questions about confidentiality classification shall be resolved through mutual consultation.

14.2 The parties agree to take all reasonable measures to protect client data in accordance with Irish and EU Data Protection Laws.

## **15. Dispute Resolution – Applicable Law – Jurisdiction**

15.1 In the event of a dispute, both parties will first attempt an amicable resolution within 30 days of notice.

15.2 This Agreement is governed by the laws of South Africa. Any disputes shall be submitted to the competent courts of Plettenberg Bay, South Africa.