

Betika Affiliate Programme



This Agreement is made on this Day of 2022.

SHOP AND DELIVER LIMITED with registered office at Mayfair Business Centre, 3rd floor, off Parklands Road, Nairobi (hereinafter referred to as "Betika", "us" or "we"); and

..... whose registered office is at

..... (Hereinafter referred to as "Affiliate" or "you").

- a) **WHEREAS** Betika is in the business of betting and online gaming.
- b) **WHEREAS** the Affiliate is in the business of Digital Advertising For e-commerce and sportsbetting
- c) **WHEREAS** the Affiliate is desirous of joining the Betika Affiliate Program for purposes of marketing Betika products for valuable consideration as defined in this Agreement

NOW THEREFORE The parties agree to enter an Affiliation whereby the Affiliate shall undertake to introduce new customers an increase uptake of betting under Betika’s Sport book on the terms and conditions outlined hereinafter:

d) **Definitions**

“Affiliate” means

“Betika Affiliate Program” means our marketing affiliate program as described in this Agreement.

“Betika Products” means any Sports, Virtual Games or Jackpot made available to you under this Agreement through online links and/or URLs.

“Betika Policies” means all the rules, policies, and operating procedures relating to Betika Products.

“Customer” every person who (i) does not have prior registration on any Betika Product and (ii) registers on the Betika platform and places a bet through the Affiliate’s program. Customer is tracked with the Affiliate throughout all the time it is registered and active with Betika.

“Effective Date” means the date of this Agreement.

“Minimum Referral” has the meaning given to it in paragraph 3.2 of this Agreement

“Month” means calendar month

“We”, “us”, “our” means Shop and Deliver Limited trading as Betika.

“You”, “You’re” means the Affiliate.

1. APPLICATION OF TERMS

- a. This Agreement applies to your application to and participation in the Betika Affiliate Program.
- b. You may not participate in the Betika Affiliate Program unless you accept this Agreement by appending your signature on the signature page of this Agreement.

2. BETIKA’S RIGHTS AND OBLIGATIONS

2.1. Registration of Customers

2.1.1. We will register Customers and track their transactions. By opening an account with us all Customers shall be subject to Betika Policies.

2.1.2. Betika may reject at any time any new customer, and/or may close a customer's account if we believe that it is necessary to comply with our policies, and/or of protection of the Company's best interests.

2.1.3. If the Affiliate does not comply or breaches any part of this Agreement, Betika may close the Affiliate's account(s) and take other legal actions or any other legal measures to protect Betika's interests.

2.2. Tracking Customers' Play

2.2.1. We will track your Customers' bets and plays making available to you a report summarizing their activities, which you can access from a portal (URL) that we shall provide to you on email.

2.3. Commission

2.3.1. We will pay you a commission of 25% of the net profit (defined below) we earn from placed bets only at either Sports at Betika, Virtual Games at Betika or Jackpot at Betika.

2.3.2. For purposes of clause 2.3.1 above, Net profit is defined as:

- i. on sports activities, all gross monies received by us in respect of all settled bets made by Customers after deducting; (i) monies paid out to Customers as winnings.
- ii. (ii) monies paid in the form of betting duties or taxes (or reasonable provisions in respect thereof) (iii) bad debts; (iv) fraud; (v) returned stakes; (vi) transactions which are reversed by instruction from the card-holder's bank (commonly referred to as chargebacks) or mobile money withdrawal charges; and (vii) voids and (viii) bet/deposit bonuses. ii. on games activity, the gross stake, less (i) voids, (ii) returns, (iii) monies paid in the form of duties or taxes (or reasonable provisions

2.4. Restriction on Negative Balance Carryover

2.4.1. The Affiliate is entitled to Commission from the Net profit as described in paragraph 2.3 above.

2.4.2. Where, in any month, the Affiliate Account reflects negative balances, no Commission shall be paid to the Affiliate. However, negative balances shall not be carried over beyond the month in which they were incurred. It is agreed that where there is a negative balance, we shall reset your affiliate account(s) to zero at the beginning of the next month.

2.5. Revenue Share Pay-out Conditions

2.5.1. Payment of any invoice will be made in accordance with and subject to the terms set out below.

- i. Your Betika affiliate account must have a minimum of 10 (ten) Active Referred Customers before you will be eligible for Revenue Share payment. For purposes of this clause, an “Active Referred Customer” is defined as a visitor to your site after we issue payment (s) who has clicked through to a Betika Website via your click-thru link, has registered as a customer, deposited funds to their customer account and conducted cash betting or playing activity in one or more Betika products - Sports at Betika, Virtual Games at Betika or Jackpot at Betika.
- ii. You are entitled to one payout per month, provided you have fulfilled the above Customer requirement at the end of the preceding month.
- iii. You agree that a self-billing procedure is in place between you and Betika in respect of payment of the Commission. Under the self-billing procedure, if you wish to request payment of any Commission you must make the payment request via your account on the Betika online platform following which we will raise an invoice showing all required particulars for the applicable Commission, which you agree to accept. This self-billing procedure will remain in place for the term of this Agreement. You agree not to raise any VAT invoice in respect of your affiliate services.
- iv. iv. You agree to notify us if you make any changes to the ownership of your business or your VAT registration.
- v. v. You agree and acknowledge that all VAT obligations which you may have remain exclusively your obligations and that Betika, by agreeing to issue invoices on your behalf in accordance with the self-billing procedure referred to above, does not in any way accept and/or assume any responsibility to ensure compliance with such VAT obligations beyond issuing the invoice on your behalf.
- vi. vi. RTGS Bank Transfer Please be aware that although Betika will not deduct any charges for arranging a bank transfer, your own bank may choose to levy a charge on such transactions. Bank transfer will appear on your bank statement with reference ‘Shop & Deliver Limited’.

2.6. Revenue Share Payment Currency

All Revenue Share Payments will be due and paid in Kenya Shillings. Where currency conversion is required, all amounts are converted at the of RTGS Bank Transfer.

2.7. Modification

We may modify any of the terms and conditions contained in this Agreement or replace it at any time by mutual written consent of both parties. Modifications may include, for example, changes in the scope of available Referral Commissions and Affiliate programme rules. If any modification is unacceptable to you, we have room for discussions. However, if after discussion the modifications is unacceptable to you, your only recourse is to terminate this Agreement. Your continued

participation in our affiliate programme following our posting of a change notice or new agreement on our site will constitute binding acceptance of the modification or of the new agreement.

3. AFFILIATE'S RIGHTS AND OBLIGATIONS

3.1. Marketing

3.3.1. You shall create and maintain unique links from your site to the websites which are owned, operated, or branded by the Betika group ("Betika Websites"). You may link to us with any of our banners, e-mails, articles or with a text link. This is the only method by which you may advertise on our behalf.

3.3.2. You shall market and bring new customers to all Betika services (as may be communicated from time to time) at your own expense. You shall take full responsibility for your own actions and the possible risks.

3.3.3. You shall ensure that the affiliate-site(s) do not contain and will not contain any material that is discriminatory, abusive, libelous, illegal or in any way inappropriate.

3.3.4. You will not actively market to under-aged persons i.e., persons below the age of 18 years, or offer gambling in an environment that is directed to children and youths. You will not be directing marketing to any regions or countries where gambling and its marketing is illegal or prohibited.

3.3.5. You will only use our approved advertising creative (banners, html mailers, editorial columns, images, and logos) and will not alter their appearance nor refer to us in any promotional materials other than those that are available from www.betika.com. Please do not create a direct link to the promotional materials on any Betika Website.

3.2. Minimum Referral Requirement You shall refer a minimum of 10 (ten) active Customers within a three-month period of joining the program. Should you fail to reach this requirement we shall communicate this to you and request changes in way of promotion to reach at least Minimum Referral Requirements. If your effort is still insufficient, we have the right to review the terms of this Agreement.

3.3. Spamming

We will terminate this Agreement immediately without recourse for you if there is any form of spamming or if you advertise our services in any other way that is contrary to the regulations and laws of Kenya. You shall not make any claims or representations, or give any warranties, in connection with us and you shall have no authority to, and shall not, bind us to any obligations.

3.4. Registration of Domain Names You shall also refrain from registering (or applying to register) any domain name like any domain name used by or registered in the name of any member of the Betika group, or any other name that could be understood to designate the Betika group.

3.5. Bidding on Brand Terms

3.5.1. You may not purchase or register keywords, search terms or other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service and which are identical or similar to any of the Betika group's trademarks or otherwise include the word "Betika", "Betika jackpot", "Betika virtual" or variations thereof, or include metatag keywords on the Partner Site which are identical or similar to any of the Betika group's trademarks or any of its products, promotions or hashtag names.

3.5.2. By this Agreement, we grant you the non-exclusive, non-assignable, non-transferable right to direct Customers to any of our sites in accordance with the terms and conditions of this Agreement. This Agreement does not grant you an exclusive right or privilege to assist us in the provision of services arising from your referrals, and we obviously intend to contract with and obtain the assistance of others at any time to perform services of the same or similar nature as yours. You shall have no claim to Commission or other compensation on business secured by or through persons or entities other than you.

3.6. Good Faith

3.6.1. You will not knowingly benefit from known or suspected traffic not generated in good faith whether it causes us damage. We reserve the right to retain all amounts otherwise due to you under this Agreement if we have reasonable cause to believe of such traffic.

3.6.2. We reserve the right to withhold affiliate payments and/or suspend or close accounts where affiliated customers are found to be abusing any Betika offers or promotions whether with or without your knowledge. Such situations to include but not be limited to different customers betting both sides of an event or market to limit risk and claim bonuses.

3.7. Responsibility for Your Site

3.7.1. You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. For example, you will be solely responsible for ensuring that materials posted on your site are not libelous or otherwise illegal. We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, legal fees) arising directly out of the development, operation, maintenance, and contents of your site.

3.7.2. The Betika affiliate program is intended for your direct participation. You shall not open affiliate accounts on behalf of other participants. Opening an affiliate account for a third party, brokering an affiliate account or the transfer of an affiliate account is not accepted. Affiliates wishing to transfer an account to another beneficial account owner must request permission to do so by Contacting Us. Approval is solely at our discretion.

3.8. License to use Marks

We hereby grant to you a non-exclusive, non-transferable license, during the term of this Agreement, to use our trade name, trademarks, service marks, logos, and any other designations, which we may from time to time approve ("Marks") solely in connection with the display of the promotional materials on your site. This license cannot be sub-licensed, assigned or otherwise transferred by you. Your right to use the Marks is limited to and arises only out of this license. You shall not assert the invalidity, unenforceability, or contest the ownership of the Marks in any action or proceeding of whatever kind or nature and shall not take any action that may prejudice our rights in the Marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill. You must notify us immediately if you become aware of the misuse of the Marks by any third party.

4. CONFIDENTIAL INFORMATION

During the term of this Agreement, you may be entrusted with confidential information relating to our business, operations, or underlying technology and/or the Affiliate programme (including, for example, Revenue Share earned by you under the Affiliate programme). You agree to avoid disclosure or unauthorized use of any such confidential information to third persons or outside parties unless you have our prior written consent and that you will use the confidential information only for purposes necessary to further the purposes of this Agreement. Your obligations with respect to confidential information shall survive 2 years after the termination of this Agreement.

5. DATA PROTECTION

You shall always comply with the laws and regulation pertaining to Data Protection.

6. TERM AND TERMINATION, CONSEQUENCES AND UNSUITABLE SITES

6.1. Term and Termination

6.1.1. The term of this Agreement will begin when you are approved as an affiliate and shall continue for one (1) year (initial term).

6.1.2. At the expiry of the initial term, the contract shall renew for further one (1) year period on terms to be agreed upon by both Parties.

6.1.3. Notwithstanding the above provisions, either party may terminate this Agreement by notifying the other by giving seven (7) days written notice of its intention to terminate the Agreement. It is hereby agreed that termination pursuant to this clause 7.1 (c) is at will, with or without reason, by either party. For purposes of notification of termination, delivery via valid e-mail address is considered a written and immediate form of notification.

6.1.4. Betika is entitled to terminate this Agreement with immediate effect if: -

6.1.5. we determine (in our sole discretion) that your site is unsuitable. Unsuitable sites include, but are not limited to, those that: are aimed at children below 18 years, display pornography or other illegal sexual acts, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities, or violate intellectual property rights or breach any relevant advertising regulations or codes of practice.

6.1.6. you open more than one affiliate account without our prior written consent.

6.1.7. if you earn commission on your own or related person's Betika sports, virtual games, or jackpot account.

6.2. Consequences of Termination

Upon termination you must remove all our banners/icons from your site and disable all links from your site to all Betika websites. All rights and licenses given to you in this Agreement shall immediately terminate. You will return to us any confidential information, and all copies of it in your possession, custody and control and will cease all uses of our marks.

7. FORCE MAJEURE

7.1. None of the Parties hereto shall be held liable for any breach of any of its obligations under this Agreement if such a breach results from an event of Force Majeure. A Force Majeure event shall

include, but shall not be limited to floods, earthquakes, natural phenomena, war, change in legislations or laws and decisions of any relevant Governmental Authority.

7.2. Where the Force Majeure event shall continue to subsist for a period of Twenty-Eight (28) days the other Party may at any time thereafter terminate this Agreement upon not less than Fourteen (14) days' notice in writing but without prejudice to any antecedent rights or liabilities of either Party

8. INDEMNITY

You shall defend, indemnify, and hold us, our directors, employees and representatives harmless from and against any and all liabilities, losses, damages and costs, including legal fees, resulting from, arising out of, or in any way connected with (a) any breach by you of any warranty, representation or term contained in this Agreement, (b) the performance of your duties and obligations under this Agreement, (c) your negligence or the unauthorized use of our banners and links for this Affiliate programme.

9. DISCLAIMERS

We make no express or implied warranties or representations with respect to the Affiliate programme, about ourselves or the Revenue Share payment arrangements (including, without limitation, functionality, warranties of fitness, merchantability, legality, or non-infringement), and do not express nor imply any warranties arising out of a course of performance, dealing, or trade usage. In addition, we make no representation that the operation of our sites will be uninterrupted or error-free and will not be liable for the consequences if there are any. In the event of a discrepancy between the reports offered on www.betika.com and the Betika database, the database shall be deemed accurate.

10. LIMITATION OF LIABILITY

We and you will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the affiliate programme, even if we and you have been advised of the possibility of such damages. Further, our and your aggregate liability arising with respect to this Agreement and the affiliate program will not exceed the total Revenue

Shares paid or payable to you under this Agreement. Nothing in this Agreement shall be construed to provide any rights, remedies or benefits to any person or entity not a party to this Agreement. Our and your obligations under this Agreement do not constitute personal obligations of ours and your directors, employees, or shareholders. Any liability arising under this Agreement shall be satisfied solely from the Revenue Share generated and is limited to direct damages.

11. INDEPENDENT INVESTIGATION

You acknowledge that you have read this Agreement and agree to all its Terms and Conditions. You understand that we may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Agreement or operate or contract with websites that are like or compete with your website. You have independently evaluated the desirability of participating in this Affiliate programme and are not relying on any representation, guarantee, or statement other than as set out in this Agreement.

12. MISCELLANEOUS

12.1. Relationship Of Parties

We and you are independent contractors and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that would contradict anything in this Agreement.

12.2. Governing Law

The laws of Kenya will govern this Agreement, without reference to rules governing choice of law. Any action relating to this Agreement must be brought in Kenya and you irrevocably consent to the jurisdiction of its courts.

12.3. Assignability

You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against you and us and our respective successors and assigns.

12.4. Non-Waiver Affiliate Program www.Betika.Co.Ke

Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. No modifications, additions, deletions, or interlineations of this Agreement are permitted or will be recognized by us. None of our employees or agents has any authority to make or to agree to any alterations or modifications to this Agreement or its terms.

12.5. Remedies

Our rights and remedies hereunder shall not be mutually exclusive, that the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision. You acknowledge, confirm, and agree that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach of any provision of this Agreement, we may seek enforcement or compliance by specific performance, injunction, or other equitable remedy. Nothing contained in this Agreement shall limit or affect any of our rights at law, or otherwise, for a breach or threatened breach of any provision of this Agreement, its being the intention of this provision to make clear that our rights shall be enforceable in equity as well as at law or otherwise.

12.6. Severability

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement or any provision hereof. No waiver will be implied from conduct or failure to enforce any rights and must be in writing to be effective.

Signed _____

Signed _____

For: **Shop & Deliver Ltd**

For: _____

Name: _____

Name: _____

Position: **Affiliate Program Manager**

Position: _____

Dated: _____

Dated: _____