



Ovials E-Commerce Affiliate Application Form

Applicant
Image

1. Personal Information

| | | | | |
|---|--|--|-----------------------------------|---|
| Application/ Refilling Type (Tick) | | New <input type="checkbox"/> | Level up <input type="checkbox"/> | Office Refilling <input type="checkbox"/> |
| Full Names (As written in ID): | | Type of ID (passport etc.): | | Phone Numbers: |
| Email address (Optional): | | ID No. of the above ID: | | |
| Brief Introduction (Education/ or Industrial Experience): | Full Address: OR Area Chief/Village/City/District/Country: | | | |
| | Full Postal Address: | | | |
| | Brand Applied for: | | | |
| Product lines: | | | | |
| Service Areas Covered: | | | | |
| Affiliate Social Media Handles: | | Affiliate social media page names used for promotions (list 3), plus followership count: | | |
| Facebook: | | 1. _____ Count: | | |
| X (Twitter): | | 2. _____ Count: | | |
| Instagram: | | 3. _____ Count: | | |
| LinkedIn: | | | | |
| Snapchat: | | | | |
| WhatsApp Number: | | | | |
| FOR OFFICE USE | | | | |
| Assigned Affiliate Code (AAC): | | Restrictions Notes (Sec. 13(a) _____): | | |
| Negotiated Revenue Share % (OVLM4): | | Affiliate Level Assigned: (This Application/ Refilling) | | |
| Restrictions (tick): OVMLR <input type="checkbox"/> OVMLX <input type="checkbox"/> | | | | |
| Level Descriptors | | Level | Affiliate Revenue Share Rate | Approved Status (tick) |
| OVML1: Sold 10 to 99 items / R50K. | | OVM-L1 | 10% | <input type="checkbox"/> |
| OVML2: Sold 100 to199 items/ R200K. | | OVM-L2 | 15% | <input type="checkbox"/> |
| OVML3: Sold 200+ items/ R500K. | | OVM-L3 | 20% | <input type="checkbox"/> |
| OVML4: Key Partner/ Distributor. | | OVM-L4 | 15-35% | <input type="checkbox"/> |
| OVMLR: Affiliate level code under restrictions. | | Unsuccessful/ Restricted | | <input type="checkbox"/> |
| OVMLX: Affiliate level code suspended/ closed. | | | | |
| For all other non-lithium-ion battery products shipped, revenue share is set uniform based on 60% of product Retail Price. In this regard, OVML1 is 10% of 0.6 of the product's retail price etc. | | | | |
| Affiliate/ Enforcing Officer Signature: | | | Date: | |

Please Attach copy of ID and a recent Passport size image. **Email form to affiliates@ovials.com**
 This application is not valid unless signed by an Ovials Representative on Page 8, subject to Section 13(c).

2 Rules and Qualification Criteria

1. Establishment of an affiliate relationship:

- a. This document establishes an affiliate relationship between Ovals (Pty) Ltd referred to as "Ovals", "the Company" or "the company" throughout the Sections of this document and the Applicant, referenced to as "Affiliates", "Affiliate", "the Affiliate", "affiliate" or "Referrer" or "Influencer" in any future forms documents or communication.
- b. The entirety of this document establishes an affiliate and/or a commission-based, paid promoter relationship based on sales as stipulated in this document.
- c. This document does not however, constitute employment and/or a permanent/ perpetual contractor-relationship between Ovals (Pty) Ltd and the Applicant (Affiliate), and this relationship may be terminated at any time by Ovals (Pty) Ltd through a notification to the Affiliate using any of the means of contact provided above in the form.

2. To become an Ovals affiliate, applicants must meet set criteria:

a. Age Requirement:

- i. Affiliates must be 18 years or older to participate.
- ii. Affiliates must be able to read and understand this document.

b. Location:

- i. Affiliates must be located within the following countries: Lesotho, Botswana, South Africa, Namibia, or Zimbabwe.
- ii. Preference will be given to affiliates in city/ local town centers.

c. Clean Records:

- i. Affiliates should not have a criminal record or a history of recorded deceptive behavior.
- ii. Affiliates must not have previously participated in online scams or promoted bogus products or services or locally unregistered cryptocurrency coins and/or derivative financial products that are unregulated or prohibited in their locality.

d. Financial Solvency:

- i. Affiliates should not be financially insolvent or declared as such by a competent court.

e. Sales Experience:

- i. Affiliates with a record of sales in any field are preferred.

- ii. However, we also welcome skilled individuals who are willing to engage in affiliate marketing for the first time.
- f. Any additional requirements that may be imposed at any time prior or post application by the Company or updated to comply with local laws and regulations will also prevail and be party to this agreement.

3. Oivals Affiliate Rules

- a. These rules apply to all affiliates regardless of product, location, level, or any other distinguishing criteria between affiliates that is not expressly provided herewith in these provisions.

4. Branding, Promotions, Remarketing and Attribution:

- a. Affiliates must use appropriate and correct Oivals branding in their promotional materials as directed and may request promotional material from the Company when available.
- b. Affiliates are responsible for their own marketing programs and related costs. Where there are discounts offered, the shared costs of discounts must be prior negotiated, and agreed with the Company.
- c. All affiliate advertising that uses Oivals Branding and other promotional material must legibly include the words, "Oivals Affiliate" in any area of the promotional material used and must either bear the Affiliate Code provided to the Affiliate during application or a custom code developed by the affiliate and communicated prior to its use to the Company and attached to the Assigned Affiliate Code (AAC) of the affiliate in internal Affiliate files within the Company.
- d. Each affiliate is assigned a unique code that their referred customers should provide during checkout or in offline purchases communicate by text, save for unique custom codes generated by affiliates and attached to the affiliates AAC. This code ensures proper attribution of sales to the correct affiliate.
- e. Affiliates may place orders on behalf of their customers, but the name and contact information of the customer must be filled in the order details, or provided for the sale to qualify for that affiliate.
- f. Remarketing to a customer is not reserved to the affiliate, and customers belong to the Company once a qualifying purchase is made and compensated to the concerned affiliate.
- g. Any future purchase from the same customer only qualifies for a further compensation if the future transaction was independently referred by the same affiliate again or any other affiliate.
- h. For generic advertising, customers must place an order within 24 hours of seeing the promotional material of an affiliate and there must be a legitimate link between the advert, the purchase and the customer. For compensation to occur without dispute or question, affiliates are required to provide customers with their affiliate codes

to use when placing orders and customers must have used the code to buy.

5. Shipping Considerations:

- a. Shipping costs may be shared between Ovals and the affiliate.
- b. Note that shipping rates can change weekly, which may impact affiliates' revenue share.

6. Provisional Revenue Share:

- a. The revenue share is provisional and subject to adjustment until all related costs are factored in, these may include adjustments due to sudden increase in shipping costs or for items shipped on shared shipping costs, the split between the difference in costs.
- b. The final earnings from revenue share will be confirmed once the warranty period for sold items has expired.

7. Brand Representation and Conduct:

- a. Affiliates must uphold the Ovals Brand's reputation:
 - i. Avoid misleading claims or false advertising.
 - ii. Engage in ethical practices.

8. Shipping and Customs Compliance:

- a. Adhere to shipping guidelines and customs regulations:
 - i. Ensure timely delivery.
 - ii. Provide accurate shipping information.
 - iii. Provide accurate Customs and Clearance information and related costs.
- b. Provide accurate shipping information according to directives from the Company and update customers with related changes to shipping.

9. Returns and Refunds:

- a. Assist customers in resolving returns and refund requests promptly.
- b. Follow the established process for handling returns.

10. Promotional Methods:

- a. Acceptable promotional methods include:
 - i. Social media
 - ii. Blogs
 - iii. Email marketing
 - iv. Traditional print media
 - v. Chats and microblogging groups.

- b. Spammy tactics or misleading practices are strictly prohibited.

11. Brand Safety and Protection:

- a. Affiliates must protect the Ovals Brand's image.
- b. Avoid association with harmful or controversial content.
- c. While affiliates can belong to, and are free to participate in politics, affiliates must avoid partisan alignment of the brand with politics, religion and any other sect that may segment Company's independent market reach.

12. Termination and Violations:

- a. Grounds for termination may include:
 - i. Violation of rules, knowingly or unwittingly,
 - ii. Unfavorable personal conduct, behavior or speech that the Company may subjectively view as harmful to the brand,
 - iii. Deceptive behavior that the company deem as such,
 - iv. Making repeated unqualified referrals (referrals not belonging to the affiliate) knowingly or unwittingly,
 - v. Harvesting of leads from Ovals organic or paid advertising,
 - vi. Termination may also occur to one and/or several affiliate relationships at company discretion in any serviced area or product line without any particular affiliate violation.

13. Extended consequences for non-compliance, violation or termination:

- a. Comprehensively, noncompliance with these rules will be notified and dealt through a corporate directive from the Company, and in some cases, through a disciplinary process established and determined by the company at its discretion with outcomes including, but not limited to:
 - i. Demotion from higher earnings level perpetually or for a set period of time,
 - ii. Reduction of earnings margin,
 - iii. Restriction on access to all or certain products,
 - iv. Financial Chargebacks,
 - v. Request for returns of some or all affiliate earnings,
 - vi. Suspension from the program,
 - vii. Expulsion from the program,
 - viii. An arbitration process, and when so required prosecution through the courts of law within applicable laws.
- b. An affected affiliate will be notified of the violation, its circumstances, nature, approximate date, and place where it occurred and any other

identifying information, and in cases where the Company suspects that the outcome of it's enforcement may involve either suspension, expulsion or arbitration, the affiliate will be required to make a representation within a stipulated time not exceeding 3 ordinary days through similar notification channel for a different outcome to be considered based on the representation, the affiliate may be requested to make an in-person (virtual or physical) appearance for this process by the Company.

- i. Nothing in the provisions in (b) above shall force the Company to keep an affiliate relationship it so determines to still terminate on said grounds as by accepting and signing this agreement, the Affiliate agrees that the Company and Affiliate relationship does not constitute a perpetual or permanent or a fixed-period contract of supply or employment and may be terminated at any one time without prejudice to either party with any outstanding dues settled subsequently.
- ii. In all other cases, other than the ones mentioned in 13(b) above, the company reserves the right to unilaterally impose other penalties as stated in 13(a) above, to rectify a claimed violation by the Company and failure to comply with the imposed penalties may result in suspension, expulsion or an arbitration process instituted against the related affiliate.
- iii. When this relationship and agreement is terminated, the Affiliate shall immediately cease to use company branding, documents and any intellectual property and will make every effort to ensure followers based on this relationship know of this termination, and will be bound to not disclose any proprietary material exposed to the affiliate during their engagement as an affiliate, nor any process, methods, sources, or contact any of the suppliers in the company's value chain under the pre-text of the affiliate relationship or to recruit or contact Company suppliers met or encountered as part of their affiliate engagement to support in any kind, any other venture than the Company or engage in activities that may harm the brand, reputation or stifle its competitiveness, cause it's operating or marketing costs to increase as a result .
- iv. The Affiliate may equally terminate this relationship, and when so doing will ensure that before the termination can be executed, the Affiliate has returned all Company property and paid all monies owed, and refunded all expenses to the Company.
- v. Termination initiated by the Company is immediate, and the Affiliate agrees that the legal obligation remains on the Affiliate post-termination to return Company property within

reasonable time, that is within the same day or next possible day at the cost of the Affiliate.

- c. During enforcement of rules, the Company will append this application and document on **Page 1 of 8** with a refiling application and copy identifying information from the previous/ latest filing of the Affiliate to indicate the new, and enforced status of the Affiliate, and penalties imposed on the Affiliate, the Company's Enforcing Officer's Signature and Date on that page will be valid alone to update this agreement to reflect the enforced status, a digital or physical copy of which will be transmitted to the Affiliate through regular means of contact used by the Affiliate during the life of the program, this new refiling will then form part of this agreement or it's termination process thereof.
14. All arbitration and processes shall be conducted according to the laws of the Kingdom of Lesotho and all processes must be conducted within the courts of Lesotho.
15. This affiliate agreement does not constitute employment of any sort and the affiliate joins the program willingly acting on their own personal agency to promote products sold by Ovals (Pty) Ltd or it's marketplace sellers for a fee according to the commission-compensation rules agreed from time to time between the Company and the Affiliate on every sale made.
16. The Company reserves the right to terminate this affiliate program with the Affiliate and or close the program at any time without any prior notice, and the company may further cancel this agreement for affiliate engagement at any time and notify the concerned affiliate of its decision to cancel the agreement without any reason provided and solely at company's discretion.
17. When the Company cancels, and notifies the Affiliate of its decision to cancel this affiliate agreement, all earnings owed to the Affiliate will be paid within 45 days of cancellation and post warranty periods of provisional revenue share of the related products sold to customers and referred by the affiliate.
18. Both Ovals (Pty) Ltd Representative and the Affiliate should sign and date this document for the affiliate relationship to be valid and active.
19. If the Affiliate has any further questions or needs assistance, they may reach out to the Company representative for help regarding the program and filling of this form.
20. This document is further governed by the terms of service and other legal documents governing sale of goods at <https://marketplace.ovials.com/terms>.
21. This document must be returned to the Company Representative and printed in two original files signed by both parties and each keeping an original file.

This document and application must be signed and dated on page 8 to be valid.

This Affiliate program is entered in between the parties below and may be updated in accordance with the provisions set out in Section 13(c) of this document.

Ovials (Pty) Ltd Representative:

Print Names:

Sign above

Dated: Day /Month /Year .

Phone:

Representative email:

The Affiliate:

Print Names:

Sign above

Dated: Day /Month /Year .

Phone:

Affiliate email: