

# THE ALTERNATIVE PUNTERS SYNDICATE

## Referral/Affiliate Program Agreement

It is very important that you read and understand the terms and conditions of this agreement. By ticking the box indicating your acceptance of these terms and conditions and continuing with your application to join our referral/affiliate program, you are agreeing to be bound by these terms and conditions. If you do not agree then you should not continue with your application.

This is an Agreement made between you and Racing and Leisure Limited trading as The Alternative Punters Syndicate (TAPS).

By applying to participate in this referral/affiliate program, you specifically acknowledge that:

- a) You have read and understood the Terms And Conditions, in particular as to your rights with regard to cancellation and termination of this agreement, and you agree to abide by the same.
- b) If your application is accepted, your participation will not in any way conflict with, or constitute a breach of any arrangement, which you may have with a third party.
- c) You are over 18 years of age.
- d) You confirm that the information provided by you in your application is true and correct.
- e) You have read and understood the following warning.

1. It is illegal for a promoter or participant in a trading scheme to persuade anyone to make a payment by promising benefits from getting other people to join a scheme.
2. Do not be misled by claims that high earnings can easily be achieved.

The Alternative Punters Syndicate commenced in the UK:	<b>1<sup>st</sup> May 1996</b>
Promoter:	<b>Racing and Leisure Limited</b>
Goods and/or services supplied to member:	<b>Betting information services together with ancillary rights.</b>
Legal capacity of member/sponsor:	<b>Independent Principal.</b>

# TERMS AND CONDITIONS

1. This referral/affiliate program is free to join but all applicants must first complete the required application form and await approval before they can participate in the program.

2. The Affiliate (henceforth referred to as Sponsor) shall be entitled to market and sell The Alternative Punters Syndicate (henceforth referred to as TAPS) services package and related products (on a non-exclusive basis) which shall be made available by Racing and Leisure Limited (henceforth referred to as the Promoter).

3. The Sponsor shall receive a set commission payment for each monthly subscription sold to others of TAPS betting advisory service as provided by the Promoter in accordance with the workings of the marketing plan for the time being in force.

4. The Promoter shall during the continuance of this agreement use his best endeavour to make available/supply the Sponsor with all additional goods/services (if any) in accordance with the Promoter's policies and procedures.

5. The Promoter shall pay promptly and on the due date any commission which may be due to the Sponsor in accordance with the Promoter's policies and procedures as aforesaid and for the time being in force.

6. The Sponsor shall not hold himself out as a servant or agent of the Promoter but shall at all times act as the Principal of his/her own independent business.

7. The Sponsor shall operate in a lawful and ethical manner and shall be responsible for payment of his/her own National Insurance contributions, income tax and other liabilities.

8. The Sponsor shall at all times comply with the Promoter's policies and procedures in as far as they do not conflict with the terms of this agreement.

9. The Promoter hereby reserves the right to make changes to any or all products/services and official literature and also to the marketing plan provided that, if such change or changes shall alter any financial obligations of the Sponsor under the terms of this agreement then the Promoter shall give to the Sponsor at least 60 days advance written notice thereof. In all other cases such written notice of such change or changes shall be served on the Sponsor forthwith either through direct correspondence or monthly newsletter and if the Sponsor shall have made no objection in writing thereto within 14 days from the date of such service, then the Sponsor shall be deemed to have accepted such changes.

10. The Sponsor shall during the continuance of his membership have the right to market the goods and/or services (if any) and the business opportunity of TAPS (subject to any legislation in that respect from time to time in force) to any person or body provided that the Sponsor shall do so in an ethical and professional manner but so that the Sponsor shall not make any claims, statements, representations or warranties relating to TAPS, its products or method of operation which are not contained in the original promotional literature as supplied by the Promoter.

11. It is a condition of this Agreement that the Sponsor shall not need to pay the Promoter any money in connection with carrying out and partaking in this TAPS trading scheme.

12. The Sponsor shall not under any circumstances make any payment nor undertake to make any payment to the Promoter of any sum exceeding £200.00 nor shall it be lawful for the Promoter to demand any such payment or undertaking for the same until the expiry of 7 days from the date of this agreement.

13. The Sponsor hereby acknowledges that he is not under any circumstances authorised or permitted to sign or to purport to sign any contract, agreement or other document whatsoever on behalf of the Promoter.

14. The Sponsor is not required to purchase any stock. Should any additional goods be made available in the future, the purchase of such goods or services shall be entirely optional, and all rights relating to return of such goods and services shall apply.

15. The following shall be valid reasons for the termination of this agreement by the Promoter.

a) The sale, attempted sale or an offer for sale by the Sponsor of any product or service at a price or discount which is not authorised by the Promoter.

b) The signing or the purporting to sign any contract, agreement or other document whatsoever on behalf of the Promoter by the Sponsor.

c) The use of any printed material (other than personal stationery) or the use of any photocopied or reprinted literature which has not been supplied or specifically authorised by the Promoter.

d) The use of media advertising (including newspapers, magazines, radio and television) for the products or the business opportunity which has not been sanctioned (whether generally or specifically) by the Promoter.

e) The use of SPAM in any form whatsoever is not permitted and will result in immediate termination.

16. The Sponsor has the right to cancel this agreement without penalty and with the right to recover any monies due to him up to the time of his terminating this agreement.

17. On terminating this agreement the Sponsor shall forfeit all claims to any commissions due after the termination date.

18. The Promoter has the right at his discretion to terminate this Agreement by giving 28 days written notice (which shall include the reason or reasons for such termination) to the Sponsor at the last known address of the Sponsor.

19. Either party has the right to terminate this Agreement forthwith by giving written notice to the other at the other's address if the other party is in breach of any of his or its obligations hereunder.

a) Distress or execution is levied against any of the goods of the other or the other becomes bankrupt or insolvent or makes any composition or arrangement with his or its creditors or a receiver is appointed to any of the assets of the other.

b) Save as expressly provided by this Agreement the Promoter shall not be liable for any debts or liabilities whatsoever incurred by the Sponsor whether or not the same have been incurred during the term of this Agreement.

c) No person under the age of 18 years is eligible to become a member of TAPS betting service option or a Sponsor in the Trading Scheme option and any Agreement purported to be signed by such person shall be null and void.

20. It is an express term of this Agreement that the Sponsor shall not be entitled (without the written consent of the Promoter) to make any alteration or amendment whatsoever either to the Agreement or to any official promotional or marketing literature nor shall the Sponsor suffer or permit any other person to make any such alteration or amendment.

21. If any provisions of this Agreement shall be found to be invalid or unenforceable, the same shall not affect the validity or enforceability of this Agreement as a whole, which shall in such a case be construed as though the invalid or unenforceable provision had been omitted.

22. This Agreement shall be construed according to English law as the parties hereto hereby agree.

23. In this Agreement unless the context otherwise requires.

a) Words importing the masculine shall include the feminine and vice versa.

b) Words importing the singular shall include the plural and vice versa.

24. The address of the Promoter and of the Sponsor (as the case maybe) for all purposes stated herein shall be taken to be the address of the Promoter or of the Sponsor (as the case maybe) shown herein or such other address (if any) as shall have been notified by the Promoter or by the Sponsor (as the case maybe) to the other party in writing.

25. The Sponsor must undertake to perform his duties fairly, honestly and with integrity, and do nothing that may adversely effect the good name and reputation of TAPS and the Promoter.

26. The Sponsor must undertake not to exhibit or display the Promoter's website link on any site that contains any obscene, pornographic, racist, defamatory or illegal material or any other material which may bring the Promoter into disrepute.

27. The Sponsor must undertake not to include the Promoter's website link or include any other reference to the Promoter in any email that could be deemed SPAM.

28. The Promoter has a zero tolerance SPAM policy. The Sponsor will be liable for any damages and/or loss of business resulting directly or indirectly from the Sponsor's use of SPAM in any form whatsoever.

29. A Sponsor not resident in the UK accepts it is his sole responsibility to ensure he complies with all relevant laws of his Country.

30. In all instances the copyright of any literature as supplied to members/sponsors shall remain that of the Promoter.