

# AFFILIATE PROGRAM AGREEMENT

Parties: \_\_\_\_\_

## **Affiliate Information:**

Full Name / Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

## **Company Information:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

### **1. Enrollment in the Program**

Upon acceptance into the Affiliate Program, Affiliate will receive a unique tracking code to be used in all promotions. Affiliate agrees to provide accurate information and comply with this Agreement and all applicable laws in connection with the Program.

### **2. Affiliate Obligations**

Affiliate shall use only lawful and ethical methods to promote the Company's products and services. Affiliate will not engage in any deceptive, misleading, or unethical practices, including but not limited to spamming, unauthorized advertising, or trademark infringement.

### **3. Compensation and Payment**

Affiliate shall earn commissions on sales generated through their unique tracking code as specified by the Company's current commission structure. Commissions are paid monthly for the previous calendar month's qualified sales, subject to a minimum payout threshold.

### **4. Term and Termination**

This Agreement shall commence upon acceptance and continue until terminated by either party upon written notice. Upon termination, Affiliate shall cease all use of the Company's marks and promotion of the Program.

### **5. Intellectual Property**

Company grants Affiliate a limited, non-exclusive, non-transferable license to use Company's trademarks, logos, and promotional materials solely in connection with the Program and in accordance with Company's brand guidelines.

### **6. Confidentiality**

Affiliate shall keep confidential all non-public information disclosed by Company, including but not limited to marketing plans, pricing, and customer information, and shall not disclose such information to any third party without prior written consent.

### **7. Indemnification**

Affiliate agrees to indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, and

agents from and against any claims, damages, liabilities, costs, and expenses arising from Affiliate's breach of this Agreement or violation of applicable laws.

#### **8. Disclaimer of Warranties**

Company makes no warranties, express or implied, regarding the Program, including but not limited to merchantability or fitness for a particular purpose. The Program is provided 'as is' and Company disclaims all liability for damages resulting from Affiliate's participation.

#### **9. Limitation of Liability**

To the maximum extent permitted by law, Company shall not be liable for any indirect, incidental, consequential, or punitive damages arising from or related to this Agreement or the Program.

#### **10. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ without regard to its conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

#### **11. Independent Contractor Relationship**

Affiliate is an independent contractor and nothing in this Agreement shall create a partnership, joint venture, agency, or employment relationship between Affiliate and Company.

#### **12. Compliance with Laws**

Affiliate agrees to comply with all applicable federal, state, and local laws, rules, and regulations in connection with the Program, including but not limited to FTC guidelines pertaining to endorsements and testimonials.

#### **13. Modification of Agreement**

Company reserves the right to modify the terms of this Agreement and the Program policies at any time by posting updated terms on the Company's website. Continued participation constitutes acceptance of such changes.

#### **14. Assignment**

Affiliate may not assign or transfer any rights or obligations under this Agreement without prior written consent of the Company. Company may assign this Agreement without restriction.

#### **15. Entire Agreement**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

#### **16. Severability**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

#### **17. Waiver**

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

#### **18. Notices**

All notices under this Agreement shall be in writing and deemed duly given when delivered personally, sent by certified mail (return receipt requested), or by reputable overnight courier, to the addresses on record.

#### **19. Force Majeure**

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, or governmental actions.

**20. Acceptance**

Affiliate acknowledges that by participating in the Program, Affiliate agrees to be bound by this Agreement, and that acceptance may be evidenced by any form of participation or promotion of the Program.

**AFFILIATE SIGNATURE**

**COMPANY REPRESENTATIVE SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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