

AFFILIATE MARKETING AGREEMENT

Location: _____ Date: _____

Parties:

Company Name ("Company"): _____

Affiliate Name ("Affiliate"): _____

Affiliate Address: _____

Affiliate Email: _____

1. Appointment and Acceptance

Company hereby appoints Affiliate as a non-exclusive marketer and promoter of Company's products and services through Affiliate's marketing channels, subject to the terms and conditions of this Agreement. Affiliate accepts such appointment and agrees to promote and market the products in accordance with the provisions set forth herein.

2. Affiliate Obligations

Affiliate agrees to use ethical and lawful marketing practices, to comply with all applicable laws and regulations, and to refrain from making any representations, warranties, or guarantees on behalf of Company without prior written consent. Affiliate shall not engage in any misleading or deceptive advertising or use Company's trademarks or intellectual property beyond the scope authorized in this Agreement.

3. Commissions and Payment

Company agrees to pay Affiliate commissions based on sales generated directly from Affiliate's marketing efforts, as tracked through unique links or codes provided to Affiliate. Commission rates, payment schedules, and methods shall be detailed in an attached Schedule and are subject to adjustment upon written notice. Payments shall be made within thirty (30) days following the end of the calendar month in which the qualified sales occurred.

4. Term and Termination

This Agreement shall commence upon execution by both Parties and continue until terminated by either Party upon thirty (30) days' written notice. Company reserves the right to terminate immediately for cause, including but not limited to breach of agreement, unethical conduct, or violation of laws. Upon termination, Affiliate shall cease all marketing activities and remove all Company materials.

5. Intellectual Property

Company grants Affiliate a limited, non-exclusive, non-transferable license to use Company's trademarks, logos, and promotional materials solely for the purposes of performing Affiliate's obligations under this Agreement. Affiliate acknowledges that all intellectual property rights remain with Company and agrees not to claim any ownership or use beyond the permitted scope.

6. Confidentiality

Affiliate shall treat all non-public information received from Company as confidential and shall not disclose such information to any third party without prior written consent. This obligation shall survive termination of this Agreement.

7. Representations and Warranties

Each Party represents and warrants that it has the authority to enter into this Agreement and perform its obligations herein. Affiliate represents that its marketing activities will comply with all applicable laws and regulations. Company represents that products comply with applicable laws and are available for sale.

8. Limitation of Liability

In no event shall either Party be liable for indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement, even if advised of the possibility of such damages. Company's total liability under this Agreement shall not exceed the total commissions paid to Affiliate in the six (6) months preceding the claim.

9. Indemnification

Affiliate shall indemnify, defend, and hold harmless Company and its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses arising from Affiliate's breach of this Agreement, negligence, or unlawful conduct.

10. Independent Contractor

Affiliate is an independent contractor and nothing in this Agreement creates an employer-employee, partnership, joint venture, or agency relationship. Affiliate shall have no authority to bind Company or incur obligations on Company's behalf.

11. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. Any disputes arising out of or relating to this Agreement shall be resolved through binding arbitration in _____ County, _____, under the rules of the American Arbitration Association. The Parties knowingly and voluntarily waive the right to a trial by jury.

12. Entire Agreement; Amendments

This Agreement, including any attached Schedules, constitutes the entire agreement between the Parties concerning the subject matter herein and supersedes all prior negotiations, representations, or agreements, whether written or oral. Amendments or modifications shall be effective only if in writing and signed by authorized representatives of both Parties.

13. Notices

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail (return receipt requested), nationally recognized overnight courier, or electronic mail with confirmation,

to the addresses of the Parties set forth above or such other addresses as may be designated in writing.

14. Severability

If any provision of this Agreement is deemed invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the Parties' original intent.

15. Waiver

No waiver of any breach or default under this Agreement shall be deemed a waiver of any subsequent breach or default. Failure or delay by either Party to enforce any provision shall not constitute a waiver of that provision.

16. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures and PDF copies shall be deemed valid and binding as original signatures.

COMPANY AUTHORIZED SIGNATURE

AFFILIATE AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

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