

AFFILIATE AGREEMENT

This Affiliate Agreement (this "Agreement") is made and entered into as of (the "Effective Date"), by and between [MERCHANT ADVERTISER LEGAL NAME], a Corporation, with a principal place of business at [MERCHANT ADDRESS] and operating the website [MERCHANT WEBSITE PRIMARY DOMAIN] ("Merchant"), and [AFFILIATE PUBLISHER LEGAL NAME], a Individual, with a principal place of business at [AFFILIATE ADDRESS] ("Affiliate"). Merchant and Affiliate are each a "Party" and together the "Parties."

1. Program; Appointment

Merchant operates a performance-based affiliate marketing program (the "Program") through which Affiliate may promote Merchant's products and services — namely, [PRODUCTS OR SERVICES BEING PROMOTED] (collectively, the "Products") — and earn commissions on Qualified Conversions (as defined below). Subject to the terms of this Agreement, Merchant grants Affiliate a limited, non-exclusive, non-transferable, revocable right to participate in the Program during the Term.

2. Tracking Links; Attribution

(a) **Tracking Links.** Merchant will provide Affiliate with unique tracking links, coupon codes, or other tracking mechanisms (the "Tracking Links"). Commissions accrue only on transactions that are properly tracked to Affiliate through the Tracking Links and recorded by Merchant's tracking system of record.

(b) **Attribution Window.** Commissions shall be credited to Affiliate where a customer completes a Qualified Conversion within **30 (thirty) days** after the customer's click on a Tracking Link, under a **Last Click** attribution model. If Merchant's system of record indicates that a subsequent affiliate, channel, or direct visit occurred within the attribution window, attribution shall be resolved by the system of record, whose determination shall be conclusive absent manifest error.

(c) **Qualified Conversion.** A "Qualified Conversion" means a completed purchase (or, where applicable, lead submission) by a bona fide end customer that (i) is tracked to Affiliate through a Tracking Link; (ii) is not cancelled, refunded, charged back, or reversed; (iii) is not the product of fraud, self-referral, or prohibited promotion; and (iv) has completed the hold period set forth in Section 4(c).

3. Commission

Affiliate shall earn a commission equal to **10%** (ten percent) of the Net Sale Amount of each Qualified Conversion.

"Net Sale Amount" means the gross purchase price actually received by Merchant, **excluding**: (i) taxes, duties, and levies; (ii) shipping, handling, and insurance; (iii) returns, cancellations, chargebacks, and

refunds; (iv) fraudulent orders; (v) any discounts or credits applied at checkout; and (vi) gift-card or store-credit portions.

4. Payment Terms

- (a) **Frequency.** Merchant shall calculate and pay accrued commissions on a **Monthly** basis.
- (b) **Minimum Threshold.** No payment shall be made until Affiliate's earned, unpaid, and cleared balance equals or exceeds **\$50.00**. Amounts below the threshold shall roll forward to the next period.
- (c) **Hold / Clawback Period.** Commissions shall be held for **30 (thirty) days** following the date of the underlying sale to account for returns, cancellations, chargebacks, and fraud review. Merchant may offset or claw back commissions previously paid that are subsequently refunded, charged back, or determined to have arisen from Prohibited Conduct (Section 6).
- (d) **Method.** Payment shall be made via **ACH** to the account designated by Affiliate in writing.
- (e) **Taxes; Form W-9 / W-8.** Affiliate is responsible for all taxes on commissions. Affiliate shall deliver to Merchant a completed IRS Form W-9 (U.S. persons) or W-8BEN / W-8BEN-E (non-U.S. persons) before any payment is made. Merchant will issue IRS Form 1099-NEC where required by law.
- (f) **Dispute Window.** Affiliate must notify Merchant in writing of any commission dispute within thirty (30) days of the statement date; failure to do so constitutes a waiver of the dispute.

5. Affiliate Obligations

- (a) **Lawful Promotion.** Affiliate shall promote the Products only through lawful means, in compliance with all applicable federal, state, local, and foreign laws, including consumer-protection, advertising, privacy, and data-security laws.
- (b) **Accuracy.** Affiliate shall not make any representation, warranty, or claim concerning the Products that is not authorized by Merchant in writing or contained in Merchant's current published marketing materials.
- (c) **Brand Assets.** Affiliate may use Merchant-supplied logos, banners, images, and copy solely for the purpose of promoting the Products under this Agreement and strictly in accordance with Merchant's brand guidelines. All goodwill in Merchant's trademarks inures solely to Merchant.
- (d) **FTC Endorsement Disclosure (16 C.F.R. Part 255).** Affiliate shall **clearly and conspicuously disclose** the material connection between Affiliate and Merchant — including that Affiliate earns a commission on sales — in every promotional communication, consistent with the Federal Trade Commission's Endorsement Guides (16 C.F.R. Part 255) and the FTC's "Disclosures 101 for Social Media Influencers." Examples of compliant disclosures include "#ad," "Paid partnership with [Merchant]," or "I

earn a commission from purchases made through this link." Disclosures must be in the same medium as the endorsement, placed before the endorsement or link, and not buried in hashtags or "more" expanders.

(e) **Email (CAN-SPAM).** If Affiliate promotes Products by email, Affiliate shall comply with the CAN-SPAM Act (15 U.S.C. §7701 et seq.) and its implementing regulations (16 C.F.R. Part 316), including: (i) no false or misleading header or subject-line information; (ii) clear identification of the message as an advertisement; (iii) inclusion of a valid physical postal address; (iv) a functioning opt-out mechanism honored within 10 business days; and (v) compliance with CASL (Canada) and applicable EU/UK law where recipients are located in those jurisdictions.

(f) **No Trademark Bidding.** Affiliate shall not bid on, purchase, or use Merchant's trademarks, trade names, product names, common misspellings thereof, or variants (including "[mark]+coupon," "[mark]+review," "[mark]+promo") as keywords in any paid-search, paid-social, or display advertising platform (including Google Ads, Microsoft Advertising, Meta Ads, TikTok Ads). Affiliate shall not direct-link Merchant's URLs from paid search ads or use Merchant's trademarks in ad copy, display URLs, or landing-page domains.

6. Prohibited Conduct

Affiliate shall not (and shall not permit any third party to):

1. engage in **self-referral**, incentivized clicks, forced clicks, cookie stuffing, iframe stuffing, adware, spyware, toolbar injection, or browser-extension injection;
2. use **false or deceptive advertising**, fabricated testimonials, fake scarcity, or unauthorized claims;
- 3.
4. promote on sites containing adult, hateful, violent, illegal, or infringing content;
5. register or use any domain name, social-media handle, or app name that incorporates Merchant's trademarks or confusingly similar marks;
6. reverse-engineer, circumvent, or tamper with Merchant's tracking system; or
7. otherwise engage in any fraudulent, unlawful, or deceptive practice.

Violation of this Section 6 is a **material breach** entitling Merchant to immediate termination, forfeiture of unpaid commissions, and clawback of previously paid commissions tied to the violation.

7. Term; Termination

(a) **Term.** This Agreement commences on the Effective Date and continues until terminated by either Party upon **30 (thirty) days'** prior written notice.

(b) **Termination for Cause.** Either Party may terminate immediately on written notice for material breach by the other that is not cured within fifteen (15) days of written notice, or for insolvency, bankruptcy, or

assignment for the benefit of creditors.

(c) **Effect of Termination.** On termination: (i) Affiliate shall immediately remove all Tracking Links, banners, logos, and Merchant marks from its properties; (ii) commissions earned and cleared as of the termination date shall be paid in the ordinary course, subject to Section 4 and offsets for clawback; (iii) Sections 5(c), 6, 8, 9, 10, 11, and 13 survive termination.

8. Representations and Warranties

Each Party represents and warrants that it has full authority to enter into this Agreement and that its performance hereunder will not violate any law or any agreement with a third party. Affiliate further represents that (a) its websites, channels, and other promotional properties comply with all applicable laws; (b) it owns or has the necessary rights to the content it uses in promoting the Products; and (c) it will comply with the FTC Endorsement Guides, CAN-SPAM, and applicable privacy laws.

9. Indemnification

Affiliate shall defend, indemnify, and hold harmless Merchant and its affiliates, officers, directors, employees, and agents from any third-party claim, action, or proceeding arising from (a) Affiliate's breach of this Agreement; (b) Affiliate's promotional activities, content, or representations; (c) Affiliate's violation of any law; or (d) infringement or misappropriation of any third-party intellectual-property or privacy right by Affiliate's content.

Merchant shall defend, indemnify, and hold harmless Affiliate from any third-party claim that Merchant-supplied marketing assets or the Products themselves, when used as authorized, infringe such third party's intellectual-property rights.

10. Limitation of Liability

EXCEPT FOR (i) A PARTY'S INDEMNIFICATION OBLIGATIONS, (ii) AFFILIATE'S BREACH OF SECTION 6, (iii) EITHER PARTY'S BREACH OF CONFIDENTIALITY, OR (iv) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, **NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES**, AND EACH PARTY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO AFFILIATE IN THE **TWELVE (12) MONTHS** PRECEDING THE CLAIM.

11. Confidentiality

Each Party shall hold in strict confidence all non-public information disclosed by the other Party, including commission rates, sales data, customer information, business plans, and Program analytics, and shall use such information solely to perform under this Agreement. This obligation survives termination for three (3) years (perpetually for trade secrets).

12B. California Consumer Privacy Act (CCPA/CPRA)

The Parties acknowledge that some promotional activity may involve "sharing" or "selling" of personal information of California residents as defined under Cal. Civ. Code §1798.140. Affiliate shall (a) honor opt-out preference signals, including the Global Privacy Control; (b) post a "Do Not Sell or Share My Personal Information" link where required; (c) process consumer rights requests in compliance with the CCPA/CPRA; and (d) not retain, use, or disclose personal information received from Merchant for any purpose other than performing under this Agreement.

13. Miscellaneous

Independent Contractor. The Parties are independent contractors. Nothing in this Agreement creates any employment, agency, partnership, joint venture, or franchise relationship. Affiliate shall not hold itself out as an agent or employee of Merchant.

Assignment. Affiliate may not assign this Agreement without Merchant's prior written consent. Merchant may assign to an affiliate or to a successor in connection with a merger, acquisition, or sale of assets.

Modification. Merchant may modify the Program terms (including commission rates, attribution rules, and prohibited-conduct list) prospectively on thirty (30) days' notice; Affiliate's continued participation constitutes acceptance.

Governing Law; Venue. This Agreement shall be governed by the laws of the State of [STATE], without regard to conflict-of-laws principles. The Parties consent to exclusive jurisdiction and venue in the state and federal courts located in [STATE].

Notices. Notices shall be in writing and deemed given when delivered personally, by certified mail return receipt requested, or by nationally recognized overnight courier, to the addresses set forth above (or by email to an address designated in writing for notices, with confirmation of receipt).

Severability; Entire Agreement; Counterparts; Electronic Signatures. If any provision is held unenforceable, the remainder continues in effect. This Agreement is the entire agreement between the Parties regarding its subject matter. Counterparts and electronic signatures are valid under the federal ESIGN Act (15 U.S.C. §7001 et seq.).

Signatures

Merchant

_____ PRINTED NAME

_____ SIGNATURE

Affiliate

DATE

PRINTED NAME

PRINTED NAME

SIGNATURE

SIGNATURE

DATE

DATE