

AFFILIATE PARTNERSHIP AGREEMENT

Parties: _____

Affiliate Information:

Full Legal Name: _____

Address: _____

Email: _____

Phone Number: _____

Company Information:

Company Legal Name: _____

Address: _____

Email: _____

Phone Number: _____

Section 1 – Appointment

Company hereby appoints Affiliate as a non-exclusive partner to promote the Company's products and services pursuant to the terms of this Agreement, and Affiliate accepts such appointment on the terms set forth herein.

Section 2 – Term

This Agreement shall commence upon execution by both parties and continue until terminated by either party in accordance with Section 12 herein.

Section 3 – Affiliate Obligations

Affiliate agrees to use commercially reasonable efforts to market and promote the Company's products and services in compliance with all applicable laws, regulations, and Company guidelines. Affiliate shall not make any representations or warranties on behalf of the Company.

Section 4 – Compensation

Company shall pay Affiliate commissions based on sales generated through Affiliate's approved marketing channels, calculated according to the Company's then-current commission schedule, subject to verification and reconciliation.

Section 5 – Payment Terms

Commissions earned will be paid within thirty (30) days following the end of each calendar month, provided that the Affiliate has met any minimum payment thresholds established by the Company.

Section 6 – Intellectual Property

Company grants Affiliate a limited, non-exclusive, non-transferable license to use Company's trademarks and marketing materials solely for the promotion of Company's products during the term of this Agreement. Affiliate agrees to abide by all Company branding guidelines.

Section 7 – Confidentiality

Affiliate agrees to keep confidential any non-public information disclosed by the Company in connection with this Agreement and not to disclose such information to any third party without prior written consent.

Section 8 – Compliance with Laws

Affiliate agrees to comply with all federal, state, and local laws and regulations applicable to Affiliate's activities under this Agreement, including but not limited to advertising and consumer protection laws.

Section 9 – Indemnification

Affiliate shall indemnify, defend, and hold harmless the Company and its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses arising out of or relating to Affiliate's breach of this Agreement or violation of law.

Section 10 – Limitation of Liability

In no event shall either party be liable to the other for any indirect, incidental, special, consequential, or punitive damages arising out of or related to this Agreement, regardless of the cause of action.

Section 11 – Relationship of Parties

Affiliate is an independent contractor and nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, joint venture, or agency relationship.

Section 12 – Termination

Either party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other party. Company may terminate immediately for cause, including but not limited to Affiliate's breach of this Agreement or violation of law.

Section 13 – Effect of Termination

Upon termination, Affiliate shall cease all use of Company's intellectual property and shall promptly return or destroy all confidential information. Company shall pay Affiliate any commissions earned prior to termination subject to reconciliation.

Section 14 – Governing Law and Venue

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

Section 15 – Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and negotiations.

Section 16 – Amendments

No amendment or modification of this Agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

Section 17 – Waiver

No failure or delay by either party in exercising any right hereunder shall operate as a waiver of such right or any other rights under this Agreement.

Section 18 – Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect and the invalid provision shall be replaced with a valid provision reflecting the parties' original intent.

Section 19 – Notices

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail,

nationally recognized overnight courier, or email with confirmation, to the addresses set forth above or such other address as either party may designate in writing.

Section 20 – Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

AFFILIATE SIGNATURE

COMPANY SIGNATURE

Signature: _____

Signature: _____

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