AFFILIATE PR

BACKGROUND:

These Terms and Condition Programme ("the Affiliate company registered in < Registration Number>> wl ("the Company").

The Company operates Company Website") for the

Affiliates (each an "Affiliate for the purposes of marketi

Affiliates participating in th Link Pages on their Affiliate the Company Website.

By accepting these Terms member of the Affiliate Pro enter into a contract wit acceptance of the Affiliate's

1. Definitions and Interpreta

1.1 In these Terms an following expression

"Affiliate Landing Page"

"Affiliate Link Page"

"Affiliate Referred User"

"Affiliate Website"

"Agreement"

"Commission"

"Completed Sale"

CONDITIONS

in the <<insert name>> Affiliate by <<insert Company name>> [a n>> under number <<Company at] **OR** [of] <<insert Address>>

vebsite at <<insert URL>> ("the s goods to its users.

sites (each an "Affiliate Website") vices to their users.

hall include one or more Affiliate nk to an Affiliate Landing Page on

iliate hereby applies to become a e Terms and Conditions and shall pse terms upon the Company's d in Clause 2.

e context otherwise requires, the anings:

n the Company Website that the op and that will be co-branded anding and the Company's

n the Affiliate Website which shall liate Landing Page on the

as clicked through to the om an Affiliate Link Page;

f an Affiliate enrolled in the

nt entered into by the Company porating these Terms and all govern the Affiliate Programme, se 2;

on payable by the Company to the d Sales, as set out in Clause 7;

d purchase of goods offered for Vebsite by an Affiliate Referred through directly to the Company iate Link Page and that purchase during a single browser session;

"Confidential Informatio "Effective Date" "Net Revenue" 1.2 Unless the context Conditions to: "writing", an 1.2.1 communicat similar mear 1.2.2 a statute or provision as "these Term 1.2.3 Conditions a 1.2.4 a Clause or Conditions: 1.2.5 a "Party" or 1.3 The headings used and shall have n Conditions. 1.4 Words imparting the 1.5 References to any 1.6 References to perse Enrolment in the Affiliate 2.1 By enrolling in the registration, they wi the registration data future changes. 2.2 Acceptance of thes they wish to enrol in in the Affiliate Pro accept.

either Party, information which is by by the other Party pursuant to the Agreement (whether orally or r medium, and whether or not the sly stated to be confidential or

e Agreement, as described in sub-

each Completed Sale, the gross the Company, exclusive of VAT ter the deduction of any rebate, other adjustment granted or to that Completed Sale, and any tent or other charges (including paid or payable by the Company ter than the Affiliate) in relation to

ch reference in these Terms and

ion, includes a reference to any nic or facsimile transmission or

is a reference to that statute or at the relevant time;

reference to these Terms and nted at the relevant time;

e to a Clause of these Terms and

parties to the Agreement.

nditions are for convenience only rpretation of these Terms and

clude the plural and vice versa.

other gender.

tions.

Affiliate agrees that, at the time of omplete registration data and that rended as required in the event of

and the Affiliate's indication that constitutes an application to enrol pany may, at its sole discretion,

2.

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- 2.3 The Company may. the Affiliate's accep Company rejects th the Company and reasons for rejecti against the rejectio reasons for rejectio apply to enrol in the
- 2.4 Upon the Company Affiliate Programme Affiliate, subject to Agreement"). The A Agreement is forme
- 2.5 The Agreement sh Company from en parties.

3. The Company's Obligation

- 3.1 The Company sh Company Website.
- 3.2 The Company shall
- 3.3 The Company shall Affiliate (including, Affiliate Landing Pa accordance with th instructions provide
- 3.4 The Company shall Affiliate Landing Pa image file] OR [ima
- 3.5 Access to the Con Users in accordan terms of sale, priva may apply from time
- 3.6 The Company rese at any time without

4. Affiliate's Obligations

- 4.1 The Affiliate shall u promote the Compa Page(s) in order to
- 4.2 The Affiliate shall of Clause 5.1 and prov
- 4.3 The Affiliate shall required in relation Agreement.
- 4.4 The Affiliate shall p which may be re-











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view the Affiliate Website following d Conditions. In the event that the o contract will be formed between npany will explain in writing the ation. The Affiliate may appeal f. on the basis of the Company's can be rectified, the Affiliate may lin.**11**

filiate's application to enrol in the ed between the Company and the se Terms and Conditions ("the orthwith and the date on which the the Effective Date.

shall not restrict or prevent the lifferent arrangements with third

operating and maintaining the

ntain Affiliate Landing Pages.

nd other materials provided by the hsert brief description>>) on the es of the Affiliate Programme, in ons fand any reasonable written

he required materials to link to the ude the code for the link and [an de should be applied.

provided to all Affiliate Referred standard website terms of use. plicable terms and policies which

he name of the Company Website

onable endeavours to market and pany's goods via the Affiliate Link umber of Completed Sales.

e Affiliate Website as under subin sub-Clause 5.2.

with all reasonable co-operation mance of its obligations under the

access to any and all information he Company in relation to the

Company's perform

- 4.5 The Affiliate shall c to its business and
- 4.6 In the event of any obligations under proportionately adju Affiliate as is reasor
- 4.7 The Affiliate shall h to Affiliate Referred not be appointed a shall not make any Company, the Com

5. The Affiliate Website and

- 5.1 The Affiliate shall I Website including, I all links to the Comp
- 5.2 The Affiliate shall, [promptly, following Company:
 - 5.2.1 Images for u to, the Affilia
 - 5.2.2 [Copy for ind
 - 5.2.3 Designs an approval;
 - 5.2.4 Changes to following fe Company's a
 - 5.2.5 <<insert add

6. Affiliate Reports

Within <<insert period>> a provide to the Affiliate a rep

- The total number o Link Page(s);
- 6.2 The number of Affil Website; and
- 6.3 The number of Con Affiliate as set out b

7. Commission and Paymer

- 7.1 The Company shall Clause 7.2 on the N
- 7.2 Commission shall b



laws and regulations with respect

Affiliate in the performance of its ompany shall have the right to ance of its own obligations to the

ly bind the Company with respect any other party. The Affiliate shall y for any purposes. The Affiliate nitment about or on behalf of the npany's goods [or services].

ting and maintaining the Affiliate per operation and maintenance of

d>> of the Effective Date] **OR** mit the following materials to the

hg Page (including, but not limited

nding Page;]

Link Page(s) for the Company's

or its Affiliate Link Page(s) made mpany, as applicable, for the

red>>.

endar month, the Company shall ng data for that calendar month:

ompany Website from the Affiliate

have registered on the Company

statement of the sums due to the

nission at the rates set out in subnpleted Sale.

ving basis:



4

Completed Sales

One to <<insert number>:

<<insert number>> to calendar month

<<insert additional tiers as

- 7.3 Commission shall basis. If the Comp Commission shall b
- 7.4 All sums payable s paid in addition.
- 7.5 The Affiliate shall address details cha any and all forms applicable public au
- 7.6 The report specified due from the Com report applies. The calendar days after the receipt of a prop
- 7.7 In the event of any fraud and where s Company's, the Affi related Commissior

8. Intellectual Property Righ

- 8.1 Upon the Affiliate's grant to the Affiliate use the Company's the Company to th form of Affiliate Lin Affiliate's obligation
- 8.2 By enrolling in the *i* in sub-Clause 5.2 to non-exclusive, nonmarks and any and Affiliate Programme Agreement.
- 8.3 The Affiliate acknow applicable) own all materials provided to Except as expressly any rights to or in (registered or unreg licences belonging to



Rate of Commission

<<insert percentage>>%

<<insert percentage>>%

<<insert additional tiers as required>>

ual receipts, not on an accruals venue on a Completed Sale, no

. If VAT is chargeable, it shall be

Company if its contact details or he Agreement and shall complete nue & Customs and any other activities under the Agreement.

I include a statement of the sums the calendar month to which the ch sums to the Affiliate within 30 , if later, within 7 calendar days of

eason including, but not limited to neurred through any fault of the parrange for the repayment of any

te Programme, the Company shall ansferrable, royalty free licence to nd all other materials provided by required to establish links, in the any Website and to perform the

submitting the materials specified iate shall grant to the Company a licence to use the Affiliate's trade he extent required to operate the Company's obligations under the

he Company (and its licensors, as nts in the Company Website, any Company's goods [and services]. ement shall not grant the Affiliate ts, database rights, trade marks ade secrets, or any other rights or

8.4 The Company ackn applicable) own all materials provided Agreement shall no patents, database names, trade secret

9. Confidentiality

- 9.1 Except as provided Party, each Party s and [for <<insert pe
 - 9.1.1 keep confide
 - 9.1.2 not disclose
 - 9.1.3 not use any contemplate
 - 9.1.4 not make ar any Confide
 - 9.1.5 ensure that contractors or be a breach
- 9.2 Either Party may:
 - 9.2.1 disclose any
 - a) any sub-con
 - b) any governn
 - c) any employe persons, par

to such exte these Terms Party shall f Confidential disclosure is employee or other Party question. Su terms of this and to use is and

- 9.2.2 use any Cor other persor or at any tin fault of that not disclose knowledge.
- 9.3 The provisions of th terms, notwithstand reason.

at the Affiliate (and its licensors, as ts in the Affiliate Website and any as expressly stated herein, the ny rights to or in any copyrights, egistered or unregistered), trade icences belonging to the Affiliate.

authorised in writing by the other he continuance of the Agreement piry or termination:

rmation;

tion to any other party;

n for any purpose other than as Terms and Conditions;

hy way or part with possession of

officers, employees, agents, subwhich, if done by that Party, would Clauses 9.1.1 to 9.1.4 above.

to:

Party;

r regulatory body; or

or of any of the aforementioned

for the purposes contemplated by equired by law. In each case that arty, or body in question that the ential and (except where the inder sub-Clause 9.2.1(b) or any y) obtaining and submitting to the y undertaking from the party in be as nearly as practicable in the onfidential Information confidential for which the disclosure is made;

any purpose, or disclose it to any it is at the date of the Agreement, nes, public knowledge through no ise or disclosure, that Party must tial Information which is not public

e in force in accordance with their expiry of the Agreement for any





10. Data Protection

- 10.1 Each Party shall at with the requireme from time to time in data, and shall assi
- 10.2 The legislation and include, but are not the General Data F the law of England section 3 of the Eu Act 2018 (and regu Communications Re

11. Indemnity

- 11.1 Subject to sub-Clau all liabilities, costs, to, direct or conseq all interest, penaltie all other reasonable arising out of or in sale of goods or ser
- 11.2 Subject to sub-Clau all liabilities, costs, to, direct or conseq all interest, penaltie all other reasonable arising out of or in sale of goods or ser
- 11.3 The indemnities se that:
 - 11.3.1 The indemni
 - 11.3.2 The indemi indemnifying Party's expe
 - 11.3.3 The Indemn the claim.

12. Liability

- 12.1 Subject to sub-Clau in contact, tort (inc for any loss of profit
- 12.2 Subject to sub-Clau in contract, tort (inc for:
 - 12.2.1 Any loss ari decision not









expense, ensure that it complies regulatory requirements in force ith respect to the use of personal lying with the same.

s referred to in sub-Clause 10.1 R (the retained EU law version of U) 2016/679), as it forms part of and Northern Ireland by virtue of al) Act 2018); the Data Protection r); and the Privacy and Electronic ded.

Il indemnify the Company against losses (including, but not limited it, loss of reputation, and any and ated on a full indemnity basis) and ffered or incurred by the Company liate Website or the marketing or psite.

hall indemnify the Affiliate against d losses (including, but not limited it, loss of reputation, and any and ated on a full indemnity basis) and uffered or incurred by the Affiliate pany Website or the marketing or /ebsite.

.1 and 11.2 shall apply provided

pt notice of any such claim;

reasonable co-operation to the of such claim at the indemnified

sole authority to defend or settle

hall be liable to the other, whether ch of statutory duty, or otherwise, nticipated savings.

hall be liable to the other, whether ch of statutory duty, or otherwise,

mination of the Agreement or any

12.2.2 Any loss the omission of the omission o

- 12.3 Subject to sub-Cla respect of all other Terms and Conditionegligence), breach sum>> for the entire
- 12.4 Nothing in these Te the liability of either or the negligence o or advisers; fraud o provisions set out a which it would be ur

13. Term and Termination

- 13.1 The Agreement sha for an agreed Term
- 13.2 Either Party shall h notice period>> writ Term specified in Agreement has bee
- 13.3 The Company ma discontinues or with Company shall use much notice as is r liability to the Affiliat
- 13.4 [Either Party may te <<insert notice per <<insert minimum T
- 13.5 Without prejudice to entitled, either Par other) if:
 - 13.5.1 any sum ov provisions o due date for
 - 13.5.2 the other P provisions o fails to rem notice giving remedied;
 - 13.5.3 an encumbr company, a that other Pa
 - 13.5.4 the other Pa being a com the meaning
 - 13.5.5 the other Pa made again:

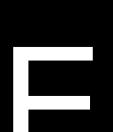












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ndary consequence of any act or

ty of either Party to the other in under or in connection with these whether in contract, tort (including erwise, shall not exceed £<<insert (including renewals).

e Agreement shall limit or exclude hal injury caused by its negligence nployees, agents, sub-contractors tation; liability under the indemnity or any other matter in respect of rict liability.

Effective Date and shall continue the provisions of this Clause 13.

e by giving not less than <<insert any time prior to the expiry of the ny further period for which the e Agreement for a further period.

hent on notice at any time if it art) the Affiliate Programme. The s to provide the Affiliate with as h termination shall be without any

by giving to the other not less than b expire on or at any time after

dies to which either Party may be greement (without liability to the

he other Party under any of the aid within <<insert period>> of the

r material breach of any of the the breach is capable of remedy, eriod>> after being given written breach and requiring it to be

, or where the other Party is a f any of the property or assets of

arrangement with its creditors or, to an administration order (within 86);

or firm, has a bankruptcy order , goes into liquidation (except for



- 13.5.6 anything an jurisdiction d
- 13.5.7 the other Pa
- 13.5.8 control of the persons not Agreement. "connected Sections 112
- 13.6 For the purposes of of remedy if the Par respects.
- 13.7 The rights to termin remedy of either Pa breach.

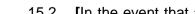
14. Effects of Termination

Upon the termination of the

- 14.1 any sum owing by Agreement shall be
- 14.2 all licences and immediately:
- 14.3 each Party shall ref as requested) and items (and any and
- 14.4 each Party shall (e cease to use, eithe shall immediately re control which contai
- 14.5 all Clauses which, e the expiry or termin and
- 14.6 termination shall no which the terminatir termination or any may have in resped the date of terminat

15. **Force Majeure**

- 15.1 Neither Party shal obligations where s the reasonable cont
- 15.2 In the event that a



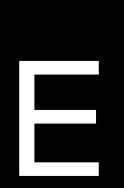
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tion or re-construction and in such therefrom effectively agrees to be mposed on that other Party under

foregoing under the law of any her Party;

o cease, to carry on business; or

ed by any person or connected other Party on the date of the this Clause 13, "control" and e meanings ascribed thereto by of the Corporation Tax Act 2010.

each shall be considered capable with the provision in question in all

I not prejudice any other right or ch concerned (if any) or any other

bn:

under any of the provisions of the hd payable;

the Agreement shall terminate

r destroy or otherwise dispose of, any materials, property, or other ging to the other Party;

rred to in Clause 9) immediately any Confidential Information, and ny documents in its possession or tial Information;

ir nature, relate to the period after hall remain in full force and effect;

right to damages or other remedy pect of the event giving rise to the or other remedy which any Party greement which exist at or before

ure or delay in performing their Its from any cause that is beyond

eir obligations as a result of force

majeure for a conti may at its discretion otice at the end of

16. No Waiver

No failure or delay by eithe shall be deemed to be a wa of any provision of the Agr breach of the same or any

17. Further Assurance

Each Party shall execute may be necessary to carry

18. Costs

Subject to any provisions incidental to the negotiatic Agreement.

19. Assignment and Other De

- 19.1 The Affiliate shall i charge), declare a rights under the Ag obligations thereun consent not to be u
- 19.2 The Company may licence or otherwise contract or otherwise

20. Relationship of the Partie

Nothing in the Agreement joint venture, agency, or o the contractual relationship

21. Third Party Rights

No part of the Agreemer accordingly the Contracts Agreement.

22. Notices

- 22.1 All notices under th if signed by, or on notice.
- 22.2 Notices shall be dee

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<<insert period>>, the other Party nent by <<insert period>> written

of its rights under the Agreement waiver by either Party of a breach to be a waiver of any subsequent

deeds, documents, and things as eement into full force and effect.

rty shall pay its own costs of and n, and carrying into effect of the

harge (otherwise than by floating e or otherwise delegate any of its t or otherwise delegate any of its consent of the Company, such

rge, declare a trust over, or subnts under the Agreement, or subgations thereunder.

emed to constitute a partnership, p between the Parties other than the Agreement.

rights on any third parties and Act 1999 shall not apply to the

writing and be deemed duly given sed officer of the Party giving the

given:

- 22.2.1 when delive registered m
- 22.2.2 when sent, transmission
- 22.2.3 on the fifth ordinary mai
- 22.2.4 on the tent postage pre

In each case notice address, or facsimil

23. Entire Agreement

- 23.1 The Agreement, in entire agreement b may not be modifie authorised represer
- 23.2 Each Party shall ac rely on any represe provided in the Ac implied by statute of by law.

24. Severance

In the event that one or r Terms and Conditions is f that / those provision(s) Agreement and/or these and/or these Terms and Co

25. Law and Jurisdiction

- 25.1 The Agreement a contractual matters shall be governed t and Wales.
- 25.2 Any dispute, contro the Agreement or the matters and obliga within the jurisdictio









ier or other messenger (including ss hours of the recipient; or

nile or e-mail and a successful s generated; or

g mailing, if mailed by national

ng mailing, if mailed by airmail,

the most recent address, e-mail other Party.

s and Conditions, constitutes the respect to its subject matter and ent in writing signed by the duly

ng into the Agreement, it does not ner provision except as expressly tions, warranties or other terms ded to the fullest extent permitted

of the Agreement and/or of these valid, or otherwise unenforceable, ered from the remainder of the The remainder of the Agreement of enforceable.

Conditions (including any nonherefrom or associated therewith) ordance with, the laws of England

im between the Parties relating to ons (including any non-contractual or associated therewith) shall fall d and Wales.