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AFFILIATE AGREEMENT

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**“Completed Sale”**

**“Confidential Information”**

**“Effective Date”**

**“Net Revenue”**

1.2 Unless the context of

1.2.1 “writing”, and  
communicat  
similar mean

1.2.2 a statute or  
provision as

1.2.3 “this Agree  
Schedules a

1.2.4 a Schedule i

1.2.5 a Clause or  
and

1.2.6 a “Party” or t

1.3 The headings used  
no effect upon the i

1.4 Words imparting the

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## 2. **Enrolment in the Affiliate**

2.1 By entering into th  
Programme, subjec

2.2 The date of this Agr

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

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

is Agreement, as described in

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  
ment or other charges (including  
paid or payable by the Company  
her than the Affiliate) in relation to

reference in this Agreement to:

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

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

this Agreement and each of the  
nted at the relevant time;

ement;

e to a Clause of this Agreement;

parties to this Agreement.

r convenience only and shall have  
ement.

clude the plural and vice versa.

other gender.

tions.

te agrees to enrol in the Affiliate  
ons of this Agreement.

ective Date.

- 2.3 This Agreement shall not restrict or prevent the Company from entering into different arrangements with third parties.
3. **The Company's Obligations**
- 3.1 The Company shall be responsible for operating and maintaining the Company Website.
- 3.2 The Company shall ensure and maintain the Affiliate Landing Page.
- 3.3 The Company shall ensure that all banners and other materials provided by the Affiliate (including, but not limited to, banners, text, and images) contain a brief description of the Affiliate's role in the Affiliate Programme, in accordance with the written instructions provided by the Affiliate.
- 3.4 The Company shall ensure that the required materials to link to the Affiliate Landing Page include the code for the link and [an image file] OR [an image file] should be applied.
- 3.5 Access to the Company Website shall be provided to all Affiliate Referred Users in accordance with the standard website terms of use, privacy policy, and applicable terms and policies which may apply from time to time.
- 3.6 The Company reserves the right to change the name of the Company Website at any time without notice.
4. **Affiliate's Obligations**
- 4.1 The Affiliate shall use its best reasonable endeavours to market and promote the Company's goods via the Affiliate Link Page(s) in order to increase the number of Completed Sales.
- 4.2 The Affiliate shall comply with the Affiliate Website as under sub-Clause 5.1 and provide the same in sub-Clause 5.2.
- 4.3 The Affiliate shall cooperate with all reasonable co-operation required in relation to the performance of its obligations under this Agreement.
- 4.4 The Affiliate shall provide access to any and all information which may be requested by the Company in relation to the performance of its obligations under this Agreement.
- 4.5 The Affiliate shall comply with all laws and regulations with respect to its business and the performance of its obligations under this Agreement.
- 4.6 In the event of any conflict between the obligations under this Agreement and the performance of its own obligations, the Affiliate shall have the right to proportionately adjust its performance to the Affiliate as is reasonable.
- 4.7 The Affiliate shall not bind the Company with respect to Affiliate Referred Users or any other party. The Affiliate shall not be appointed as an agent for any purposes. The Affiliate shall not make any commitment about or on behalf of the Company, the Company's goods [or services].

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|---|---|
| <b>Completed Sales</b>                                | <b>Rate of Commission</b>               |
| One to <<insert number>>                              | <<insert percentage>>%                  |
| <<insert number>> to <<insert number>> calendar month | <<insert percentage>>%                  |
| <<insert additional tiers as required>>               | <<insert additional tiers as required>> |

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7.4 All sums payable shall be paid in addition. If VAT is chargeable, it shall be

7.5 The Affiliate shall provide the Company with its contact details or address details changed under this Agreement and shall complete any and all forms required by Revenue & Customs and any other applicable public authorities in connection with its activities under this Agreement.

7.6 The report specified in the Agreement shall include a statement of the sums due from the Company for the calendar month to which the report applies. The Affiliate shall pay such sums to the Affiliate within 30 calendar days after the receipt of a proper invoice, if later, within 7 calendar days of

7.7 In the event of any fraud and where such fraud has occurred through any fault of the Company's, the Affiliate shall be responsible to arrange for the repayment of any related Commission.

## 8. Intellectual Property Rights

8.1 The Company hereby grants to the Affiliate a non-exclusive, non-transferrable, royalty free licence to use the Company's trade marks and any and all other materials provided to the Affiliate to the extent required to establish links, in the Affiliate's Pages, to the Company Website for this Agreement.

8.2 The Affiliate hereby grants to the Company a non-exclusive, non-transferrable, royalty free licence to use the Affiliate's trade marks and any and all other materials to the extent required to promote the Affiliate Programme and to perform the Company's obligations under this Agreement.

8.3 The Affiliate acknowledges that the Company (and its licensors, as applicable) own all rights in the Company Website, any materials provided to the Affiliate, and the Company's goods [and services]. Except as expressly stated herein, the Agreement shall not grant the Affiliate any rights to or in any copyrights, patents, database rights, trade marks, trade secrets, or any other rights or licences belonging to the Company.

8.4 The Company acknowledges that the Affiliate (and its licensors, as applicable) own all rights in the Affiliate Website and any materials provided to the Affiliate. Except as expressly stated herein, this Agreement shall not grant the Company any rights to or in any copyrights, patents, database rights, trade marks, trade secrets, or any other rights or licences belonging to the Affiliate.

## 9. Confidentiality

9.1 Except as provided otherwise, each Party shall keep confidential and [for <<insert period>>] the information disclosed to it by the other Party, authorised in writing by the other Party, for the continuance of this Agreement or for any purpose other than as agreed in writing by the other Party.

9.1.1 keep confidential the information;

9.1.2 not disclose the information to any other party;

9.1.3 not use any information for any purpose other than as agreed in writing by the other Party.

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9.1.4 not make any disclosure of Confidential Information in any way or part with possession of

9.1.5 ensure that any disclosure of Confidential Information by its officers, employees, agents, sub-contractors or any other person, which, if done by that Party, would be a breach of any of the provisions of Clauses 9.1.1 to 9.1.4 above.

9.2 Either Party may:

9.2.1 disclose any Confidential Information to:

- a) any sub-contractor of the Party;
- b) any government or regulatory body; or
- c) any employee or officer of any of the aforementioned persons, parties or bodies;

provided that, in each case, prior to such external disclosure, the Party disclosing the Confidential Information shall first inform the other Party in writing of the disclosure and the reasons for such disclosure. The Party disclosing the Confidential Information shall ensure that such body or person (or any employee or officer of any such body) to whom the Confidential Information is disclosed undertakes to keep the Confidential Information confidential and to use it only for the purposes for which it was disclosed; and

9.2.2 use any Confidential Information for any purpose, or disclose it to any other person, provided that it is at the date of this Agreement, is already in the public domain, or is in the public knowledge through no fault of that Party, or is otherwise in the public knowledge. In any event, the Party disclosing the Confidential Information must not disclose Confidential Information which is not public knowledge.

9.3 The provisions of this Clause 9 shall remain in force in accordance with their terms, notwithstanding the expiry of this Agreement for any reason.

## 10. Data Protection

10.1 Each Party shall at all times ensure that it complies with the requirements of any applicable data protection regulatory requirements in force from time to time in the jurisdiction in which it operates with respect to the use of personal data, and shall assist the other Party in complying with the same.

10.2 The legislation and regulatory requirements referred to in sub-Clause 10.1 include, but are not limited to, the General Data Protection Regulation (EU) 2016/679, as it forms part of the law of England and Wales and Northern Ireland by virtue of the European Union (Withdrawal) Act 2018; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003.

## 11. Indemnity

11.1 Subject to sub-Clause 11.2, each Party shall indemnify the Company against all liabilities, costs, damages and losses (including, but not limited to, legal fees and costs) incurred by the Company in connection with or arising out of the performance of its obligations under this Agreement.

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to, direct or consequential loss of interest, penalties and all other reasonable expenses arising out of or in connection with the sale of goods or services.

11.2 Subject to sub-Clause 11.1, the Company shall indemnify the Affiliate against all liabilities, costs, damages, losses, and expenses, including, but not limited to, direct or consequential loss of interest, penalties and all other reasonable expenses arising out of or in connection with the sale of goods or services.

11.3 The indemnities set forth in 11.1 and 11.2 shall apply provided that:

11.3.1 The indemnifying Party shall provide prompt notice of any such claim;

11.3.2 The indemnified Party shall provide reasonable co-operation to the indemnifying Party in the defense of such claim at the indemnified Party's expense;

11.3.3 The Indemnified Party shall have the sole authority to defend or settle the claim.

## 12. Liability

12.1 Subject to sub-Clause 12.4, the Company shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or anticipated savings.

12.2 Subject to sub-Clause 12.4, the Company shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

12.2.1 Any loss arising from the termination of this Agreement or any other act or omission of the Company;

12.2.2 Any loss that is a direct or secondary consequence of any act or omission of the Company;

12.3 Subject to sub-Clause 12.4, the Company shall be liable to the other in respect of all other losses, damages, and expenses, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with this Agreement (including the termination of this Agreement) for the entire Term of the Agreement.

12.4 Nothing in this Agreement shall include the liability of either Party for death or personal injury resulting from the negligence or the negligence of its directors, officers, employees, agents, contractors or advisers; fraud or fraudulent misrepresentation; or the indemnity provisions set out above in Clause 11 in respect of which it would be unlawful to exclude or limit liability.

## 13. Term and Termination

13.1 This Agreement shall be effective from the Effective Date and shall continue for an agreed Term of years, commencing on that date, subject to the provisions

it, loss of reputation, and any and all losses (including, but not limited to, direct or consequential loss of interest, penalties and all other reasonable expenses arising out of or in connection with the sale of goods or services).

shall indemnify the Affiliate against all liabilities, costs, damages, losses, and expenses, including, but not limited to, direct or consequential loss of interest, penalties and all other reasonable expenses arising out of or in connection with the sale of goods or services.

11.1 and 11.2 shall apply provided

pt notice of any such claim;

reasonable co-operation to the indemnifying Party in the defense of such claim at the indemnified

sole authority to defend or settle

shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or anticipated savings.

shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

mination of this Agreement or any

ndary consequence of any act or

ity of either Party to the other in respect of all other losses, damages, and expenses, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with this Agreement (including the termination of this Agreement) for the entire Term of the Agreement.

ude the liability of either Party for death or personal injury resulting from the negligence or the negligence of its directors, officers, employees, agents, contractors or advisers; fraud or fraudulent misrepresentation; or the indemnity provisions set out above in Clause 11 in respect of which it would be

e Effective Date and shall continue for an agreed Term of years, commencing on that date, subject to the provisions



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- of this Clause 13.
- 13.2 Either Party shall hereby give notice by giving not less than <<insert notice period>> written notice at any time prior to the expiry of the Term specified in the Agreement has been terminated for any further period for which this Agreement has been entered into.
- 13.3 The Company may terminate the Agreement on notice at any time if it discontinues or withdraws (in whole or in part) the Affiliate Programme. The Company shall use its best endeavours to provide the Affiliate with as much notice as is reasonable and such termination shall be without any liability to the Affiliate.
- 13.4 [Either Party may terminate the Agreement by giving to the other not less than <<insert notice period>> written notice which shall expire on or at any time after <<insert minimum Term>> months of the date of giving of the notice.]
- 13.5 Without prejudice to the remedies to which either Party may be entitled, either Party shall be entitled to terminate the Agreement (without liability to the other) if:
- 13.5.1 any sum owed by the other Party under any of the provisions of the Agreement is not paid within <<insert period>> of the due date for payment;
- 13.5.2 the other Party is in breach of any of the provisions of the Agreement and the breach is capable of remedy, and the Party giving notice gives written notice giving the other Party a period of <<insert period>> after being given written notice giving the other Party a period of <<insert period>> after the breach and requiring it to be remedied;
- 13.5.3 an encumbrance is placed on, or where the other Party is a company, a charge is created over, any of the property or assets of the other Party;
- 13.5.4 the other Party enters into an arrangement with its creditors or, where the other Party is a company, into an administration order (within the meaning of section 86);
- 13.5.5 the other Party is a company and a bankruptcy order is made against it, or the company goes into liquidation (except for the purposes of reconstruction or re-construction and in such case the other Party has therefrom effectively agrees to be bound by or to accept the terms of any order imposed on that other Party under the relevant law);
- 13.5.6 anything is done by the other Party in breach of the foregoing under the law of any jurisdiction or the law of the other Party;
- 13.5.7 the other Party ceases, to carry on business; or
- 13.5.8 control of the other Party is exercised by any person or connected person (as defined in the Companies Act 2006) other than the other Party on the date of this Agreement. For the purposes of this Clause 13, "control" and "connected person" shall have the meanings ascribed thereto by the Companies Act 2006 and the Corporation Tax Act 2010.
- 13.6 For the purposes of this Clause 13, each shall be considered capable of remedy if the Party giving notice respects the provision in question in all respects.
- 13.7 The rights to terminate the Agreement shall not prejudice any other right or

remedy of either Party in the event of a breach.

each concerned (if any) or any other

#### 14. **Effects of Termination**

Upon the termination of this Agreement, the following shall apply:

- 14.1 any sum owing by either Party under any of the provisions of this Agreement shall be due and payable;
- 14.2 all licences and other rights granted under this Agreement shall terminate immediately;
- 14.3 each Party shall return (or destroy or otherwise dispose of, as requested) and release all Confidential Information and other materials, property, or other items (and any and all copies thereof) to the other Party;
- 14.4 each Party shall (except as otherwise provided in Clause 9) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately release all documents in its possession or control which contain Confidential Information;
- 14.5 all Clauses which, by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;
- 14.6 termination shall not affect the right to damages or other remedy in respect of the event giving rise to the termination or any other remedy which any Party may have in respect of this Agreement which exist at or before the date of termination.

#### 15. **Force Majeure**

- 15.1 Neither Party shall be liable for failure or delay in performing their obligations under this Agreement if such failure or delay results from any cause that is beyond the control of that Party.
- 15.2 [In the event that a Party is prevented from performing their obligations under this Agreement as a result of Force Majeure for a continuous period exceeding <<insert period>>, the Party may, at its discretion terminate this Agreement by <<insert notice period>> at the end of that period.]

#### 16. **No Waiver**

No failure or delay by either Party in performing its obligations under this Agreement shall be deemed to be a waiver of any provision of this Agreement or a breach of the same or any other obligation of either Party, nor shall it be a waiver of any subsequent breach of the same or any other obligation of either Party.

#### 17. **Further Assurance**

Each Party shall execute and deliver all such deeds, documents, and things as may be necessary to carry out the terms of this Agreement into full force and effect.

18. **Costs**

Subject to any provisions incidental to the negotiation of this Agreement.

Party shall pay its own costs of and carrying into effect of this

19. **Assignment and Other De**

19.1 The Affiliate shall not charge), declare a rights under this Agreement obligations hereunder consent not to be u

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

19.2 The Company may licence or otherwise contract or otherwise

ge, declare a trust over, or sub- ts under this Agreement, or sub- gations hereunder.

20. **Relationship of the Parties**

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

seemed to constitute a partnership, p between the Parties other than n this Agreement.

21. **Third Party Rights**

No part of this Agreement accordingly the Contracts Agreement.

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

22. **Notices**

22.1 All notices under th if signed by, or on notice.

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

22.2 Notices shall be de

given:

22.2.1 when delive registered m

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

22.2.2 when sent, transmission

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

22.2.3 on the fifth ordinary ma

g mailing, if mailed by national

22.2.4 on the tent postage pre

ng mailing, if mailed by airmail,

In each case notice address, or facsimil

o the most recent address, e-mail oter Party.

23. **Entire Agreement**

23.1 This Agreement co respect to its subject

reement between the Parties with modified except by an instrument

in writing signed by  
23.2 Each Party shall ac  
rely on any repres  
provided in this A  
implied by statute o  
by law.

representatives of the Parties.

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

24. **Severance**

In the event that one or  
unlawful, invalid, or othe  
deemed severed from the  
Agreement shall be valid a

of this Agreement is found to be  
at / those provision(s) shall be  
reement. The remainder of this

25. **Law and Jurisdiction**

25.1 This Agreement (inc  
therefrom or assoc  
accordance with, th

ual matters and obligations arising  
e governed by, and construed in  
ales.

25.2 Any dispute, contro  
this Agreement (inc  
therefrom or assoc  
of England and Wal

aim between the Parties relating to  
ual matters and obligations arising  
within the jurisdiction of the courts

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<<Name and Title of person signin

\_\_\_\_\_  
Authorised Signature

Date: \_\_\_\_\_

SIGNED for and on behalf of the A  
<<Name and Title of person signin

\_\_\_\_\_  
Authorised Signature

Date: \_\_\_\_\_