

THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Company>> [a number <<Company Regi <<insert Address>> ("the C
- (2) <<Name of Affiliate>> [a onumber <<Company Regises <<insert Address>> ("the Address)

WHEREAS:

- (1) This Agreement applies t name>> Affiliate Programm
- (2) The Company operates Company Website") for the
- (3) The Affiliate operates its o the purposes of marketing
- (4) The Affiliate wishes to en conditions of this Agreeme the Affiliate Website which Website.

IT IS AGREED as follows:

1. Definitions and Interpreta

1.1 In this Agreement expressions have the

"Affiliate Landing Page"

"Affiliate Link Page"

"Affiliate Referred User"













<Country of Registration>> under
e registered office is at] OR [of]

<Country of Registration>> under e registered office is at] **OR** [of]

ation in the Company's <<insert me").

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

JRL>> ("the Affiliate Website") for users.

amme, subject to the terms and e or more Affiliate Link Pages on Landing Page on the Company

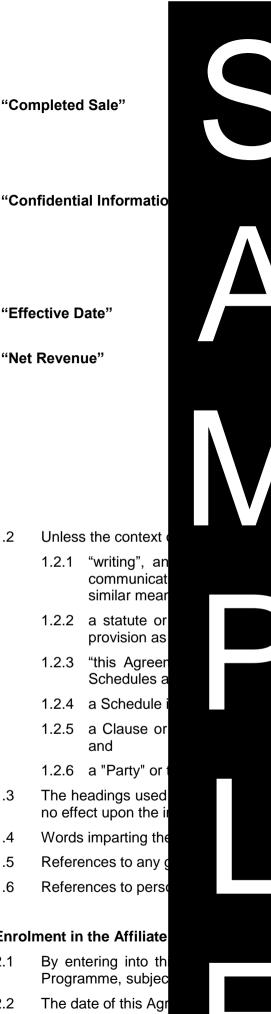
therwise requires, the following

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;

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



d purchase of services offered for Website by an Affiliate Referred 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 ent or other charges (including paid or payable by the Company er than the Affiliate) in relation to

reference in this Agreement to:

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

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

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

lement:

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.

ctive Date.

1.2

- 1.3
- 1.4
- 1.5
- 1.6

Enrolment in the Affiliate 2.

- 2.1
- 2.2

2.3 This Agreement sh Company from en parties.

3. The Company's Obligatio

- 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 provided by the Affil
- 3.4 The Company shall Affiliate Landing Pa image file] **OR** [ima
- 3.5 Access to the Con Users in accordan terms of sale, terms policies which may
- 3.6 The Company rese at any time without

4. Affiliate's Obligations

- 4.1 The Affiliate shall u promote the Comp Link Page(s) in orde
- 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 rea Company's perform
- 4.5 The Affiliate shall c to its business and
- 4.6 In the event of any obligations under proportionately adjuto to the Affiliate as is
- 4.7 The Affiliate shall h to Affiliate Referred not be appointed a shall not make any Company, the Com

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shall not restrict or prevent the lifferent arrangements with third

operating and maintaining the

ntain the Affiliate Landing Page.

nd other materials provided by the nsert brief description>>) on the ses of the Affiliate Programme, in y reasonable written instructions

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, y, and other applicable terms and

he name of the Company Website

onable endeavours to market and mpany's services via the Affiliate um number of Completed Sales.

e Affiliate Website as under subin sub-Clause 5.2.

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

access to any and all information he Company in relation to the der this Agreement.

laws and regulations with respect

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

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 services.

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 inc
 - 5.2.3 Designs and 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 Com 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

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

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ting and maintaining the Affiliate per operation and maintenance of

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

ng 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>>.

lendar 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:

Rate of Commission

<<insert percentage>>%

<<insert percentage>>%

<<insert additional tiers as required>>

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

- 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 Commission

8. Intellectual Property Righ

- 8.1 The Company here royalty free licence materials provided establish links, in t and to perform the *i*
- 8.2 The Affiliate hereby royalty free licence materials to the ex perform the Compa
- 8.3 The Affiliate acknow applicable) own all materials provided expressly stated he to or in any copyrid unregistered), trade belonging to the Co
- 8.4 The Company ackn applicable) own all materials provided Agreement shall no patents, database names, trade secre

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

. If VAT is chargeable, it shall be

Company if its contact details or his Agreement and shall complete nue & Customs and any other activities under this 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

a non-exclusive, non-transferrable, rade marks and any and all other Affiliate to the extent required to Pages, to the Company Website er this Agreement.

a non-exclusive, non-transferrable, ade marks and any and all other the Affiliate Programme and to s Agreement.

he Company (and its licensors, as nts in the Company Website, any e Company's services. Except as all not grant the Affiliate any rights rights, trade marks (registered or or any other rights or licences

at the Affiliate (and its licensors, as ts in the Affiliate Website and any as expressly stated herein, this 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 this Agreement piry or termination:

rmation;

tion to any other party;

n for any purpose other than as greement;

- 9.1.4 not make ar any Confide
- 9.1.5 ensure that contractors o 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 this Agreem first inform t Information such body u such body) confidentialit should be a keep the Co purposes for

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

10. Data Protection

- 10.1 Each Party shall at with the requireme from time to time in data, and shall assis
- 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,

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ny 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 aw. In each case that Party shall y in question that the Confidential pt where the disclosure is to any or any employee or officer of any ng to the other Party a written arty in question. Such undertaking in the terms of this Clause 9, to nfidential and to use it only for the nade; and

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

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

expense, ensure that it complies regulatory requirements in force ith respect to the use of personal plying 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 l losses (including, but not limited

7

to, direct or consec 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 aris decision not

12.2.2 Any loss that omission of the omission

- 12.3 Subject to sub-Clarespect of all other Agreement, whethe duty, or otherwise, this Agreement (inc
- 12.4 Nothing in this Agree death or personal directors, officers, of fraudulent misrepre above in Clause 11 unlawful to exclude

13. Term and Termination

13.1 This Agreement sha for an agreed Term

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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 osite. 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 this Agreement or any

ndary consequence of any act or

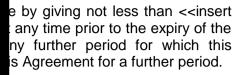
ity of either Party to the other in under or in connection with this ng negligence), breach of statutory ert sum>> for the entire Term of

ude the liability of either Party for gligence or the negligence of its contractors or advisers; fraud or the indemnity provisions set out r in respect of which it would be

Effective Date and shall continue that date, subject to the provisions

of this Clause 13.

- 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 or provisions or 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 agains the purposes a manner th bound by or this Agreem
 - 13.5.6 anything an jurisdiction of
 - 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



nent 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 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 this 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

Il not prejudice any other right or

remedy of either Pa breach.

14. Effects of Termination

Upon the termination of this

- 14.1 any sum owing by Agreement shall be
- 14.2 all licences and t immediately;
- 14.3 each Party shall ret 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 respec the date of terminat

15. Force Majeure

- 15.1 Neither Party shal obligations under th cause that is beyon
- 15.2 [In the event that Agreement as a re <<insert period>>, Agreement by <<ins

16. No Waiver

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

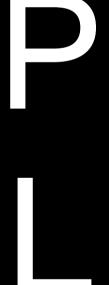
17. Further Assurance

Each Party shall execute may be necessary to carry

ch c









ch concerned (if any) or any other

on:

under any of the provisions of this nd payable;

this 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 itial 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 h failure or delay results from any of that Party.

orm their obligations under this r a continuous period exceeding at its discretion terminate this ce at the end of that period.]

of its rights under this 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.

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 this Ag obligations hereun consent not to be u
- 19.2 The Company may licence or otherwise contract or otherwis

20. Relationship of the Partie

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

21. Third Party Rights

No part of this 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
 - 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 prep

In each case notice address, or facsimil

23. Entire Agreement

23.1 This Agreement co respect to its subject

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

harge (otherwise than by floating 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 this Agreement, or subgations hereunder.

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

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

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

given:

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.

eement 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.

24. Severance

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

25. Law and Jurisdiction

- 25.1 This Agreement (in therefrom or assoc accordance with, th
- 25.2 Any dispute, contro this Agreement (inc therefrom or associ of England and Wal

SIGNED for and on behalf of the C <<Name and Title of person signir

Authorised Signature

Date: _____

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

Authorised Signature

Date: _____



esentatives of the Parties.

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

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

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

im between the Parties relating to al matters and obligations arising within the jurisdiction of the courts