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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 services 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 the operation and maintenance of the Affiliate Landing Page.
- 3.3 The Company shall provide the Affiliate (including, but not limited to, the Affiliate Landing Page and other materials provided by the Company) with a brief description of the Affiliate Programme, in accordance with the reasonable written instructions provided by the Affiliate.
- 3.4 The Company shall provide the required materials to link to the Affiliate Landing Page, including 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, terms of sale, terms of service, and other applicable terms and policies which may apply.
- 3.6 The Company shall not change the name of the Company Website at any time without the prior written consent of the Affiliate.
4. **Affiliate's Obligations**
- 4.1 The Affiliate shall use reasonable endeavours to market and promote the Company's services via the Affiliate Link Page(s) in order to achieve a minimum number of Completed Sales.
- 4.2 The Affiliate shall comply with the Affiliate Website as under sub-Clause 5.1 and provide the Affiliate Website as under sub-Clause 5.2.
- 4.3 The Affiliate shall comply 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 required 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 bind the Company with respect to Affiliate Referred Users for any purposes. The Affiliate shall not be appointed as an agent of the Company, the Company shall not make any commitment about or on behalf of the Company's services.
- 4.7 The Affiliate shall not bind the Company with respect to Affiliate Referred Users for any purposes. The Affiliate shall not be appointed as an agent of the Company, the Company shall not make any commitment about or on behalf of the Company's 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 change details of this Agreement and shall complete any and all forms required by Revenue & Customs and any other applicable public authorities for activities under this Agreement.

7.6 The report specified in the Agreement shall include a statement of the sums due from the Company for each of the calendar month to which the report applies. The Affiliate shall pay such sums to the Affiliate within 30 calendar days after the date of 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 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 for the Company's services. Except as expressly stated herein, the Company shall not grant the Affiliate any rights in the Company Website, any materials provided to the Affiliate, 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 in the Affiliate Website, any materials provided to the Affiliate, or any other rights or licences belonging to the Affiliate.

## 9. Confidentiality

9.1 Except as provided in the Agreement, each Party shall keep confidential and [for <<insert period>>] the other Party's confidential information authorised in writing by the other Party, the continuance of this Agreement or termination:

9.1.1 keep confidential the information;

9.1.2 not disclose the information to any other party;

9.1.3 not use any confidential information for any purpose other than as contemplated in the Agreement;

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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 this Clause 9, to the Confidential Information covered by 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 department 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 Confidential Information to be disclosed (except where the disclosure is to any person who is an officer or any employee or officer of any of the aforementioned persons, parties or bodies) and shall undertake to the other Party a written obligation to keep the Confidential Information confidential in the terms of this Clause 9, to use it only for the purposes for which it was made; and

9.2.2 use any Confidential Information for any purpose, or disclose it to any other person, or at the date of this Agreement, or at any time thereafter, in any form, whether in public knowledge through no fault of that Party or otherwise, that Party 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, and at its own expense, ensure that it complies with the requirements of any applicable regulatory requirements in force from time to time in relation 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 GDPR (the retained EU law version of Regulation (EU) 2016/679), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of the European Union (Withdrawal) Act 2018; the Data Protection Act 2018 (and regulations made under it); 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 damages 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, expenses, damages, losses, and losses (including, but not limited to, direct or consequential loss of interest, penalties and all other reasonable damages 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 decision not to enter into the Agreement;

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 damages, losses, and losses (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with this Agreement (including the termination of this Agreement) (including the termination of this Agreement).

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

## 13. Term and Termination

13.1 This Agreement shall be effective from the Effective Date and shall continue for an agreed Term of 12 months from that date, subject to the provisions

it, loss of reputation, and any and all other reasonable damages arising out of or in connection with the sale of goods or services.

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

.1 and 11.2 shall apply provided

pt notice of any such claim;

reasonable co-operation to 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,

mination of this Agreement or any

ndary consequence of any act or

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

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

e Effective Date and shall continue for an agreed Term of 12 months from 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 to expire on or at any time after <<insert minimum Term>>].
- 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 of 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, to an administration order (within the meaning of Section 86);
- 13.5.5 the other Party is a company, or firm, has a bankruptcy order made against it, or goes into liquidation (except for reconstruction or re-construction and in such case the other Party has therefrom effectively agrees to be bound by or to comply with any order imposed on that other Party under the relevant legislation);
- 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 Act) 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 Sections 112 and 113 of the Corporation Tax Act 2010.
- 13.6 For the purposes of the foregoing, each shall be considered capable of remedy if the Party in question is not bound by or to comply with 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.

which 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 any failure or delay in performing their obligations under this Agreement which failure or delay results from any cause that is beyond their reasonable control.
- 15.2 [In the event that a Party is prevented from performing their obligations under this Agreement as a result of a Force Majeure event for a continuous period exceeding <<insert period>>, the Party may, at its discretion terminate this Agreement by <<insert notice period>> after 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 any waiver by either Party of a breach of its rights under this Agreement 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 un

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 of 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 ) Act 1999 shall not apply to this

22. **Notices**

22.1 All notices under the 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 delivered 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 mai

g mailing, if mailed by national

22.2.4 on the tenth postage pre

ng mailing, if mailed by airmail,

In each case notice address, or facsimil

o the most recent address, e-mail other 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.

24. **Severance**

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

25. **Law and Jurisdiction**

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

representatives of the Parties.

ng into this Agreement, it does not  
er 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  
e governed by, and construed in  
ales.

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

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

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Authorised Signature

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

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<<Name and Title of person signin

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Authorised Signature

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