**AFFILIATE AGREEMENT**

This Affiliate Agreement (referred to as the “**Agreement**”) is entered into as of [INSERT DATE] (the “**Effective Date**”), by and between [COMPANY NAME], a [STATE/COUNTRY] [corporation/LLC/other entity type] with its principal place of business at [ADDRESS] (the “**Company**”), and [AFFILIATE NAME], a [STATE/COUNTRY] [corporation/LLC/other entity type] with its principal place of business at [ADDRESS] (the “**Affiliate**”). The Company and the Affiliate are each referred to herein as a “**Party**” and collectively as the “**Parties**”.

The Company offers [DESCRIBE PRODUCT] (the “**Product**”) and desires to expand its business opportunities through strategic partnerships.

The Affiliate possesses a network, expertise, and resources to promote and refer potential business customers to the Company.

The Parties wish to establish a mutually beneficial relationship whereby the Affiliate will refer qualified leads and/or sales to the Company in exchange for Commissions (as defined below) and other benefits as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows.

1. **APPOINTMENT**

The Company hereby appoints the Affiliate on a non-exclusive basis to promote and refer potential business customers to the Company using the Affiliate Links. The Affiliate accepts this appointment subject to the terms and conditions of this Agreement.

1. **PREREQUISITES**
   1. The Parties shall cooperate in good faith and exchange any documents or information that may be useful for the proper performance of the Agreement.
   2. In particular, each Party shall, upon request, promptly provide the other Party with all information, assistance, materials, and resources that the other Party may reasonably require from time to time in connection with the performance of its obligations under this Agreement.
2. **COMPANY OBLIGATIONS**
   1. The Company shall:
      1. furnish the Affiliate with unique Affiliate Links, comprehensive marketing materials, and current product or service information necessary for effective promotion;
      2. ensure that the Products meet the advertised standards, provide regular updates on any changes or improvements, and supply timely information regarding new offerings or modifications;
      3. process and pay the agreed Commissions in accordance with Section 5 and Schedule 1, providing detailed sales reports and transparent calculations of Net Revenue from Qualified Referrals;
      4. offer ongoing support, including a designated point of contact for queries and issues, and maintain open communication to resolve disputes or clarifications regarding referral data or commission calculations promptly; and
      5. evaluate and approve the Affiliate’s marketing materials and usage of the Company’s intellectual property in a timely manner, and provide feedback or required modifications in line with the guidelines set forth in Schedule 2.
   2. For the purposes of this Agreement: (i) “**Affiliate Links**” means the unique tracking links provided by the Company to the Affiliate, which shall be used to refer prospective customers to the Company’s website or other designated channels; (ii) “**Qualified Referral”** means a lead or customer that, upon being referred by the Affiliate using the Affiliate Links, completes a transaction or enters into a business relationship with the Company, as further defined in Schedule 1; (iii) “**Commission**” means the fee payable to the Affiliate based on the Net Revenue derived from Qualified Referrals, as set forth in Section 5; and (iv) “**Net Revenue**” means the gross revenue received by the Company from Qualified Referrals, less any returns, discounts, chargebacks, and taxes directly attributable to such transactions.
3. **AFFILIATE OBLIGATIONS**
   1. The Affiliate shall:
      1. use commercially reasonable efforts to promote and refer potential business customers to the Company by prominently displaying Affiliate Links and using approved marketing channels;
      2. adhere strictly to the Company’s branding and marketing guidelines provided in Schedule 2, ensuring that all promotional materials accurately represent the Company’s Products and do not mislead potential customers;
      3. keep detailed records of all referral activities, leads generated, and any sales resulting from those referrals, and cooperate with the Company in any audits or reviews to verify Commission calculations;
      4. protect and maintain the confidentiality of any proprietary or confidential information provided by the Company, using it solely for the purposes of performing its obligations under this Agreement;
      5. provide periodic performance reports and promptly notify the Company of any discrepancies or issues related to referral tracking or Commission payments, ensuring any disputes are raised in writing within the timeframes specified in Section 5; and
      6. comply with all applicable laws and industry standards in all promotional activities and refrain from making any false, misleading, or unauthorized representations regarding the Company’s Products.
4. **FEES AND PAYMENT**
   1. The Affiliate shall be entitled to receive a Commission of [X]% of the Net Revenue generated from Qualified Referrals.
   2. Details of the Commission calculation, including any minimum thresholds or performance targets, are set forth in Schedule 1.
   3. Commission payments will be calculated on a [monthly/quarterly] basis and will be paid within [NUMBER] days after the end of the applicable period.
   4. All Commission payments shall be made in U.S. Dollars via wire transfer or another mutually agreed method.
   5. The Company shall provide the Affiliate with a detailed report for each payment period, including the number of Qualified Referrals, Net Revenue amounts, and corresponding Commission calculations.
   6. In the event of a dispute regarding Commission calculations, the Affiliate must notify the Company in writing within [NUMBER] days of receipt of the report. The Parties shall then work in good faith to resolve any discrepancies.
   7. The Affiliate shall maintain accurate records of its promotional activities and referral data. The Company shall have the right, upon reasonable notice, to audit such records to verify Commission calculations.
5. **INTELLECTUAL PROPERTY RIGHTS**
   1. All intellectual property rights in the Company’s trademarks, logos, and promotional materials remain the exclusive property of the Company.
   2. The Affiliate is granted a limited, non-exclusive, non-transferable license to use the Company’s intellectual property solely for the purpose of promoting the Products under this Agreement.
   3. The Affiliate agrees to use the Company’s intellectual property strictly in accordance with the guidelines provided in Schedule 2 and shall not modify or alter such intellectual property without the Company’s prior written consent.
   4. The rights and obligations in this Section shall survive the termination or expiration of this Agreement.
6. **CONFIDENTIALITY**
   1. From time to time during the duration of this Agreement, either Party (as the "**Discloser**") may disclose or make available to the other Party (as the "**Recipient**"), non-public, proprietary, and confidential information of Discloser [whether or not marked or labeled as "confidential"/that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within [NUMBER] days thereafter, is summarized in writing and confirmed as confidential] ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of the Recipient's breach of this Section 7; (ii) is or becomes available to the Recipient on a non-confidential basis from a third-party source, provided that such third-party is not and was not prohibited from disclosing such Confidential Information after due inquiry; (iii) was in the Recipient's possession prior to the Discloser's disclosure hereunder; or (iv) was or is independently developed by the Recipient without using any Confidential Information.
   2. The Recipient shall: (i) protect and safeguard the confidentiality of the Discloser's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to members of the Recipient's Group who need to know the Confidential Information to assist the Recipient, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. For purposes of this Section 7, "**Recipient's Group**" means the Recipient's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.
   3. If the Recipient is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the Discloser of such requirements to afford the Discloser the opportunity to seek, at the Discloser's sole cost and expense, a protective order or other remedy.
   4. The Recipient shall be responsible for any breach of the foregoing obligations by any member of the Recipient’s Group.
7. **LIMITATION OF LIABILITY**
   1. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
   2. SUBJECT TO SECTION 8.1, EACH PARTY’S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL COMMISSION PAID OR PAYABLE TO THE AFFILIATE UNDER THIS AGREEMENT DURING THE [SPECIFIED PERIOD, E.G., 12 MONTHS] IMMEDIATELY PRECEDING THE CLAIM.
8. **TERM**

Subject to Section 10, this Agreement shall commence on the Effective Date and continue for an initial term of [NUMBER] years. It shall automatically renew for successive terms unless either Party provides written notice of non-renewal at least [NUMBER] days before the end of the then-current term.

1. **TERMINATION**
   1. Either Party may immediately terminate this Agreement upon written notice if this other Party:
      1. materially breaches this Agreement, and such breach is incapable of cure, or, if the breach is capable of cure, fails to cure such breach within [NUMBER] days after receiving written notice of the breach;
      2. becomes insolvent or is generally unable to pay its debts as they become due;
      3. files, or has filed against it, a petition for voluntary or involuntary bankruptcy, or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
      4. makes or seeks to make a general assignment for the benefit of its creditors;
      5. applies for, or has appointed, a receiver, trustee, custodian, or similar agent by order of a court of competent jurisdiction to take charge of or sell any material portion of its property or business; or
      6. is dissolved or liquidated.
   2. Either Party may terminate this Agreement for convenience upon [NUMBER] days’ written notice.
   3. The expiration or termination of this Agreement shall not affect any rights or obligations that: (i) are intended to survive such expiration or termination; and (ii) were incurred by the Parties prior to such expiration or termination.
   4. Upon the expiration or termination of this Agreement for any reason, each Party shall promptly:
      1. [return to the other Party/destroy] all documents and tangible materials (including any copies) containing, reflecting, incorporating, or based on the other Party’s Confidential Information;
      2. permanently erase all of the other Party’s Confidential Information from its computer systems, [except for copies that are: (i) required to be retained under applicable laws; or (ii) maintained as archive copies on its disaster recovery or information technology backup systems, which shall be destroyed upon the normal expiration of such backup files, or as otherwise required by law]; and
      3. certify in writing to the other Party that it has complied with these requirements.
2. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii, without regard to its conflict of laws principles. Any legal action arising out of this Agreement shall be brought exclusively in the state or federal courts located in Hawaii, and each Party consents to the jurisdiction of such courts.

1. **NOTICES**

All notices under this Agreement shall be in writing and delivered by personal delivery, courier service with tracking, certified or registered mail (postage prepaid), or email (with confirmation of receipt).

1. **ENTIRE AGREEMENT**

This Agreement, including all schedules and attachments, constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings, whether written or oral.

1. **AMENDMENTS**

Any amendments or modifications to this Agreement must be made in writing and signed by both Parties.

1. **SEVERABILITY**

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect.

1. **ASSIGNMENT**

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, except in connection with a merger or sale of substantially all of its assets.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[COMPANY NAME]  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[AFFILIATE NAME]  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE 1**

**COMMISSION**

[INSERT DETAILS OF COMMISSION PAYMENTS, WHAT QUALIFIES AS A QUALIFIED REFERRAL, AS WELL AS MINIMUM THRESHOLDS OR PERFORMANCE TARGETS]

**SCHEDULE 2**

**INTELLECTUAL PROPERTY GUIDELINES**

[INSERT GUIDELINES RELATING TO USE OF MARKETING MATERIALS]