

## AFFILIATE AGREEMENT

THIS AGREEMENT is made on the  
*year]*

BETWEEN:

*[Insert the name and address of the  
Service Provider")*

AND

*[Insert the name and address of the  
("the Affiliate")*

### 1. Interpretations

**1.1** Unless the context otherwise requires, this Agreement shall include all other genders and words in the singular and plural and vice versa.

**1.2** Reference to any statutory provisions, which amend

### 2. Outline of Agreement

**2.1** The Service Provider provides:  
*Provider's business].*

**2.2** The Affiliate provides: *[Insert  
business].*

**2.3** The Affiliate agrees to promote  
Services available on *[Insert the S  
Service Provider's website")* as list

*[Insert list of Products and Service*

**2.4** Such promotion shall be in ret  
clause 6 below.

**2.5** The parties further agree that Products and Services as may be provided from time to time on such terms as

**2.6** The Affiliate acknowledges the representations concerning the value of such Products and Services where Products and Services will be paid

### **3. Contract Period**

This Agreement shall remain in force for a *term, e.g. Twelve months*] from the start of the Term") and shall continue thereafter until terminated, giving not less than *[Insert notice period]* notice in writing, such notice not to be less than *[Insert notice period]*. Notwithstanding this the parties further agree that this Agreement may be terminated before the expiry of the term of this Agreement.

### **4. Linking**

**4.1** The Affiliate acknowledges the right of the Service Provider to place links to the Service Provider's Products and Services on the Service Provider's website as being provided by the Service Provider. Such links shall be in a form agreed between the parties or text link.

**4.2** All graphics displaying the Service Provider's Products and Services shall contain active links back to the Service Provider's website and other pages as directed by the Service Provider. Such links shall be to the Products and Services.

**4.3** Any graphic link should only use the Service Provider's logo and in the format supplied by the Service Provider.

**4.4** All Service Provider graphics shall be of a size and display dimensions to any other graphics displayed on the same web page and shall be displayed in a manner that does not distort or otherwise as to render it difficult to view or identify the identity of the logo or could cause confusion. The Affiliate is free to use a suitable software program to create such graphics so long as the image quality of the graphics is of a standard

**4.5** Any graphic shall also be coded using Hypertext Markup Language producing the same result in the form of such other text alternative as may be required.

**4.6** Wherever possible all links shall be placed on the page on which they are displayed.

**4.7** The Affiliate shall ensure that the links operate correctly and transfer the user to the Service Provider's website. In the event that a link fails to correct the problem within a reasonable time frame, the Affiliate shall be responsible for correcting the problem.

**4.8** In recognition that the actions of the Affiliate may impact upon the value and goodwill of the Service Provider, the Affiliate shall do the following without the express written consent of the Service Provider:

**4.8.1** Use the Service Provider's website name or the Service Provider's name in keywords, meta tags, or on any web page or referred to or repeated on any web page.

**4.8.2** Register the Service Provider's name or a name or similarly spelt web site address on any search engine or directory; or

**4.8.3** Register any domain name similar to that of the Service Provider's website.

## **5. Loss or Deterioration Of Service**

In the event of system failure, loss of data, or any other event regarding access to the Service Provider's website, the Service Provider shall take all reasonable steps to restore access to the website. The Affiliate shall be entitled to any form of compensation for any loss of revenue.

## **6. Products and Services - Commission**

The Service Provider shall pay commission to the Affiliate at the rate of % ("Commission Payments") upon sales made through the Service Provider's website or the Affiliate's website during a single user session. The payment percentages shall be based on the gross amount sold, net of VAT and associated sales and clearing payments.

**7. Products and Services - Sale**

Within the period of seven working days following the date of each sale, the Service Provider shall email to the Affiliate containing:

- (a) All Qualifying Transactions entered into during the period;
- (b) The amount of Commission Paid on such transactions.

**8. Products and Services - Invoice**

**8.1** The Affiliate shall invoice the Service Provider on all Qualifying Transactions. The Service Provider shall pay the amount of the invoice within 30 days of the date of each such invoice. The Service Provider shall pay the amount of the invoice plus Value Added Tax or other sales-related taxes on the date of each such invoice.

**8.2** In the event that any Qualifying Transaction is returned to the Service Provider, the Service Provider shall be responsible for the Payment payable to the Affiliate, even if a chargeback is made or from the amount of the invoice. The Service Provider shall inform the Affiliate of any such chargeback deduction prior to the chargeback deduction.

**9. Products and Services – Tracking**

The Service Provider will provide the Affiliate with the partner codes in order to track sales on the Affiliate's website.

**10. Products and Services - Reporting**

The Service Provider shall maintain records of all Qualifying Transactions for a period of 2 years from the date of the Agreement and for a period of 2 years from the date of each such transaction.

## **11. Termination**

**11.1** Either party may terminate this Agreement to the other in the event that:

**11.1.1** Either party commits a serious breach of this Agreement including its duties, responsibilities and obligations;

**11.1.2** Such breach remains unremedied after notice given by the other party specifying the breach;

**11.2** Furthermore this Agreement shall terminate if:

**(a)** Either party is unable to pay or defaults on their debts the amount or aggregate of which has reached the level of bankruptcy level within the meaning of the law;

**(b)** Being a company becomes subject to liquidation, (other than for the purpose of reconstruction or amalgamation);

**(c)** Has a receiver appointed to act on its behalf;

**(d)** Ceases or threatens to cease to carry on its business;

**(e)** Makes any voluntary arrangement for the benefit of its creditors, or

**(f)** There is a change of control (a change of control means a change in the right to direct the affairs of the company, or a change in the membership of the board, or other change of control);

**(g)** Fails to make payment in accordance with the terms of this Agreement.

**11.3** Any termination of this Agreement shall not affect the rights accrued in favour of either party prior to the date of (or giving rise to) termination of this Agreement which are by their nature not subject to termination (including, without limitation, clause 11).

**11.4** Neither party shall be liable for any delay in performance of its obligations under this Agreement (except with respect to payment of money) if such delay is caused by events which are beyond either party's reasonable control and cannot be overcome by the exercise of reasonable care and diligence.

## **12. Notice**

**12.1** Any notice given by either of [redacted] shall be deemed to have been served on the other party and addressed to the party to whom it is directed by personal delivery, pre-paid recorded delivery or by electronic transmissions to the receiving party.

*[Insert contact details of the person to whom notice will be given who will receive any notice]*

The Content Provider

Name:

Position:

Email:

Tel:

Fax:

Address:

*[Insert contact details of the person to whom notice will be given who will receive any notice]*

The Content User

Name:

Position:

Email:

Tel:

Fax:

Address:

or such subsequent addresses as may be notified in writing to [redacted]

**12.2** Any such notice shall be deemed to have been served on the party to whom it is directed if it is delivered to that party in accordance with the provisions of this clause.

**12.2.1** In the case of service by post, the notice shall be deemed to have been served 48 hours after posting.

**12.2.2** In the case of service by electronic means, the notice shall be deemed to have been served on the next working day.

### **13. Confidentiality**

Both parties shall keep confidential and shall not disclose them save to such employees or agents as may be necessary to disclose relevant information for the purposes of this Agreement. The parties agree that all information received by either party which it is reasonable to judge such information should be disclosed for a period of 2 years after the date where such disclosure is required by law or in the jurisdiction of England. The parties agree that such information as a "Trade Secret" and reasonably expected to be not be disclosed at any time during the term of this Agreement except where such disclosure is required by law or in the jurisdiction of England. Confidentiality shall extend to operational, marketing or promotional information.

### **14. Press and Publicity**

Both parties may announce the existence of this Agreement by joint press release as agreed between the parties. Either party may also produce such press releases or statements of their own referring to the Agreement, but shall notify the other party in advance.

### **15. Data Protection**

Both parties shall be registered under the Data Protection Act 1984 or 1998 as relevant to them, (1984 or 1998 Act) and shall be registered. Both parties further commit themselves to not disclose lists and / or contact details without the consent of the other party. Either party may treat a breach of this Agreement in accordance with clause 17.

### **16. Intellectual Property Rights**

**16.1** Each party grants to the other party an exclusive, revocable, royalty-free license to use the trade names and devices ("Intellectual Property") defined in clause 4 above and in any promotional material produced by either party in a manner approved by the other party to be used, such approval not to be unreasonably withheld.

**16.2** Both parties warrant that the party to use the logos, trademarks required to fulfil the terms of this

**16.3** Neither party shall make any Services during or after the expiry

**16.4** Neither party shall make any register or cause to be registered or imitation of a trademark during or

**16.5** Neither party shall register or which is materially similar to that

**16.6** On the expiry of this Agreement shall expire and the parties agree Property of the other.

## **17. Limitation of Liability**

**17.1** Nothing in this Agreement shall personal injury resulting from the agents or employees.

**17.2** Neither party shall be liable to contract, tort, or otherwise (including representations (other than fraudulent otherwise for any loss of business, for any indirect or consequential or

**17.3** The Service Provider agrees damages, losses, costs and expenses in relation to any Products or Services such indemnity applying in respect law or regulation or any infringement

**17.4** The Affiliate agrees to indemnify damages, losses, costs and expenses or incur in relation to any products such indemnity applying in respect law or regulation or any infringement

## **18. Assignment**

Neither party may assign or otherwise transfer its duties and obligations hereunder without the written consent of the other party.

## **19. Force Majeure**

Neither party shall be liable for delay or failure to perform its obligations under this Agreement if the delay or failure is caused by circumstances beyond its reasonable control, including but not limited to natural disasters, war, disorder or industrial dispute. If such circumstances persist for at least fourteen days, the party not affected shall be entitled to terminate this Agreement.

## **20. Joint Venture or Partnership**

Nothing in this Agreement shall be construed to create a joint venture or an agency relationship. Neither party shall have the authority or power to bind or create a liability against the other party.

## **21. General**

**21.1** Failure by either party to enforce its obligations under this Agreement is not to be taken as an acknowledgment of breach unless the waiving party acknowledges such in writing.

**21.2** It is hereby declared that the clauses of this Agreement shall be severable from each other. Should any part of this Agreement be found invalid it shall not affect the validity of the remaining paragraphs and clauses.

**21.3** No addition to or modification of this Agreement shall be binding on the parties unless made in writing and signed by both parties or their duly authorized representatives.

**21.4** This Agreement sets out the entire understanding of the parties and is in substitution of any other agreement between the parties.

## 22. Jurisdiction

This Agreement shall be interpreted with English law and shall be subject to the jurisdiction of the English Courts.

IN WITNESS of which the parties have hereunto set their hands and year first above written.

*[Insert Service Provider's Name]*  
*[Insert name of person signing on behalf of the Service Provider]*  
*[Insert their position]*

Signature: \_\_\_\_\_

*[Insert Affiliate's Name]*  
*[Insert name of person signing on behalf of the Affiliate]*  
*[Insert their position]*

Signature: \_\_\_\_\_

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## EXAMPLE DOCUMENT

### AFFILIATE AGREEMENT

THIS AGREEMENT is made on the

BETWEEN:

**Acme Digital Partners, 45 Dove  
Provider")**

AND

**Precision Delta Spindles, 89 Flo  
Affiliate")**

#### **1. Interpretations**

**1.1** Unless the context otherwise a  
include all other genders and word  
plural and vice versa.

**1.2** Reference to any statutory pro  
statutory provisions, which amend

#### **2. Outline of Agreement**

**2.1** The Service Provider provides:  
**resources for defined manufact**

**2.2** The Affiliate provides: **High sp  
manufacturers worldwide.**

**2.3** The Affiliate agrees to promote Services available on **acmedigps**. listed below:

**Paid-for data on the performance technical and commercial brief**

**2.4** Such promotion shall be in ret clause 6 below.

**2.5** The parties further agree that Products and Services as may be i from time to time on such terms a

**2.6** The Affiliate acknowledges the representations concerning the vol such Products and Services where Products and Services will be paid

### **3. Contract Period**

This Agreement shall remain in for date of the Agreement above ("Ini unless or until terminated by eithe notice in writing, such notice not t Notwithstanding this the parties fu terminated before the expiry of the of this Agreement.

### **4. Linking**

**4.1** The Affiliate acknowledges the links to the Service Provider's Proc Provider's website as being provide shall be in a form agreed between or text link.

**4.2** All graphics displaying the Ser active links back to the Service Pro

other pages as directed by the Service Provider for the Products and Services.

**4.3** Any graphic link should only use the Service Provider and in the format supplied.

**4.4** All Service Provider graphics should not display dimensions to any other graphics on the page as displayed on the same web page. Graphics should be displayed in a manner that does not distort or otherwise render it difficult to view or identify the identity of the logo or could cause confusion. The Affiliate is free to use a suitable software program to create graphics so long as the image quality of the graphics is maintained.

**4.5** Any graphic shall also be coded using Hypertext Markup Language (HTML) or other code producing the same result in the form of a link or such other text alternative as may be required.

**4.6** Wherever possible all links shall be placed on the page on which they are displayed.

**4.7** The Affiliate shall ensure that the graphics operate correctly and transfer the user to the Service Provider's website. In the event that a problem occurs, the Affiliate shall take steps to correct the problem within a reasonable time.

**4.8** In recognition that the actions of the Affiliate may impact upon the value and goodwill of the Service Provider, the Affiliate shall do the following without the express written consent of the Service Provider:

**4.8.1** Use the Service Provider's website name or the Service Provider's name in keywords, meta tags, or on any web page or referred to or repeated on any other web page.

**4.8.2** Register the Service Provider's name or a name or similarly spelt web site address in any search engine or directory; or

**4.8.3** Register any domain name similar to that of the Service Provider's website.

## **5. Loss or Deterioration Of Service**

In the event of system failure, loss regarding access to the Service Provider shall take all reasonable steps to restore and be entitled to any form of compensation.

## **6. Products and Services - Commission**

The Service Provider shall pay commission ("Payments") upon all agreed Products on the Service Provider's website where the commission percentages shall be based upon the net of VAT and associated sale charges and payments.

## **7. Products and Services - Sales**

Within the period of seven working days following the Service Provider shall email to the Affiliate containing:

- (a) All Qualifying Transactions entered into
- (b) The amount of Commission Paid

## **8. Products and Services - Invoicing**

**8.1** The Affiliate shall invoice the Service Provider on all Qualifying Transactions. The Service Provider receives payment from the Service Provider shall pay the amount of Value Added Tax or other sales-related taxes on the date of each such invoice.

**8.2** In the event that any Qualifying Transaction is subject to a chargeback, the Service Provider shall inform the Affiliate of the chargeback deduction prior to the chargeback deduction.

## **9. Products and Services – Tracking**

The Service Provider will provide the partner codes in order to track sales on the Affiliate's website.

## **10. Products and Services - Reporting**

The Service Provider shall maintain records of all Qualifying Transactions for a period of 2 years after the date of the Agreement and for a period of 2 years after the date of all Qualifying Transactions.

## **11. Termination**

**11.1** Either party may terminate this Agreement to the other in the event that:

**11.1.1** Either party commits a serious breach of this Agreement including its duties, responsibilities and obligations;

**11.1.2** Such breach remains unremedied after written notice given by the other party specifying the breach and the required remedial action;

**11.2** Furthermore this Agreement shall terminate if:

**(a)** Either party is unable to pay or defaults on their debts the amount or aggregate of which exceeds a substantial level within the meaning of the bankruptcy level within the meaning of the bankruptcy laws of the United States;

**(b)** Being a company becomes subject to liquidation, (other than for the purpose of a merger or acquisition);

**(c)** Has a receiver appointed to act on its behalf;

**(d)** Ceases or threatens to cease to carry on its business;

**(e)** Makes any voluntary agreement for the benefit of its creditors, or

**(f)** There is a change of control (a change of control means a change in the right to direct the affairs of the company or a change in the membership of the board, or other change of control);

**(g)** Fails to make payment in accordance with the terms of this Agreement.

**11.3** Any termination of this Agreement shall not affect the rights accrued in favour of either party prior to the date of (or giving rise to) termination of this Agreement which are by their nature not subject to termination (including, without limitation, clause 11).

**11.4** Neither party shall be liable for any delay in performance (except with respect to payment obligations) which are beyond either party's reasonable control and cannot be overcome by the exercise of reasonable endeavours.

## **12. Notice**

**12.1** Any notice given by either of the parties shall be served on the other party and addressed to the following address by personal delivery, pre-paid recorded delivery or by electronic transmissions to the receiving party.

The Service Provider

Name: **John Brown**  
Position: **Business Development Manager**  
Email: **jbrown@acmed.com**  
Tel: **0207 123 45609**  
Fax: **0207 123 45601**  
Address: **45 Dover Street, London**

The Affiliate

Name: **Peter Smith**  
Position: **Director**  
Email: **psmith@predecessor.com**  
Tel: **0331 987 987123**  
Fax: **0331 987 987124**  
Address: **89 Flood Street, Birmingham**

or such subsequent addresses as r

**12.2** Any such notice shall be de

**12.2.1** In the case of service by p  
48 hours after posting.

**12.2.2** In the case of service by e  
next working day.

### **13. Confidentiality**

Both parties shall keep confidential and not disclose them save to such em relevant information for the purpose parties agree that all information r it is reasonable to judge such infor disclosed for a period of 2 years af where such disclosure is required b jurisdiction of England. The parties as a "Trade Secret" and reasonably not be disclosed at any time during except where such disclosure is re jurisdiction of England. Confidential of, but not necessarily be limited to operational, marketing or promotio

### **14. Press and Publicity**

Both parties may announce the ex joint press release as agreed betw Either party may also produce sub statements of their own referring t notify the other party in advance.

### **15. Data Protection**

Both parties shall be registered un relevant to them, (1984 or 1998 A registered. Both parties further co lists and / or contact details witho Either party may treat a breach of this Agreement in accordance clau

## **16. Intellectual Property Rights**

**16.1** Each party grants to the other party an exclusive, revocable, royalty-free license to use the logos, trade names and devices ("Intellectual Property") in clause 4 above and in any promotional materials of either party in a manner approved by the other party to be used, such approval not to be unreasonably withheld.

**16.2** Both parties warrant that they own all Intellectual Property required to fulfil the terms of this Agreement.

**16.3** Neither party shall make any use of the Intellectual Property of the other in Services during or after the expiry of this Agreement.

**16.4** Neither party shall make any use of the Intellectual Property of the other to register or cause to be registered or to cause the imitation of a trademark during or after the expiry of this Agreement.

**16.5** Neither party shall register or cause to be registered or to cause the imitation of a trademark which is materially similar to that of the other party during or after the expiry of this Agreement.

**16.6** On the expiry of this Agreement, all Intellectual Property shall expire and the parties agree to indemnify the other for Intellectual Property of the other.

## **17. Limitation of Liability**

**17.1** Nothing in this Agreement shall limit or exclude liability for personal injury resulting from the negligence of the parties, their agents or employees.

**17.2** Neither party shall be liable to the other for damages, contract, tort, or otherwise (including consequential damages, representations (other than fraudulent representations) or otherwise for any loss of business, or for any indirect or consequential damages.

**17.3** The Service Provider agrees to indemnify the Client for damages, losses, costs and expenses (including consequential damages) in relation to any Products or Services provided by the Service Provider, such indemnity applying in respect of any claim made under the law or regulation or any infringement of Intellectual Property.

**17.4** The Affiliate agrees to indemnify the Company for all damages, losses, costs and expenses incurred or incur in relation to any products or services provided by the Affiliate, including such indemnity applying in respect of any breach of law or regulation or any infringement of intellectual property rights.

## **18. Assignment**

Neither party may assign or otherwise transfer its duties and obligations hereunder without the written consent of the other party.

## **19. Force Majeure**

Neither party shall be liable for delay or failure to perform its obligations under this Agreement if the delay or failure is caused by circumstances beyond its reasonable control, including but not limited to natural disasters, war, disorder or industrial dispute. If such circumstances persist for at least fourteen days, the party not affected shall be entitled to terminate this Agreement.

## **20. Joint Venture or Partnership**

Nothing in this Agreement shall be construed to create a joint venture or an agency relationship. Neither party shall have the authority or power to bind the other party, or create a liability against the other party, in connection with this Agreement.

## **21. General**

**21.1** Failure by either party to enforce its obligations under this Agreement is not to be taken as an acknowledgment of breach unless the waiving party acknowledges such failure in writing.

**21.2** It is hereby declared that the provisions of all the clauses of this Agreement shall be severable from each other. Should any part of this Agreement be found invalid it shall not affect the validity of the remaining clauses and paragraphs and clauses.

**21.3** No addition to or modification of the terms of this Agreement shall be binding on the parties unless made in writing and signed by both parties or their duly authorized representatives.

**21.4** This Agreement sets out the terms of the agreement between the parties and is in substitution of any other agreement between the parties.

**22. Jurisdiction**

This Agreement shall be interpreted and governed by the law of England and Wales and shall be subject to the jurisdiction of the English Courts.

IN WITNESS of which the parties have hereunto set their hands and year first above written.

**Acme Digital Partners**  
**John Brown**  
**Business Development Manager**

Signature: \_\_\_\_\_

**Precision Delta Spindles**  
**Peter Smith**  
**Director**

Signature: \_\_\_\_\_



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