

# AFFILIATE AGREEMENT

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**HIS AGREEMENT** (the "Agreement") provides the terms and conditions of the relationship between:

**Company:** Bracey Research, a(n) (Check one)  individual  corporation  limited liability company at 701 Gervais St., St.418, Columbia SC 29201 (the "Company," "we," "us," or "our") and

**Affiliate:** \_\_\_\_\_, a(n) (Check one)  individual  corporation  
 limited liability company  other: \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_ [Address] ("Affiliate," "you" or "your")

in order to participate in the Bracey Research Affiliate Program (the "Program") to refer traffic to the Company's website.

**WHEREAS**, the Company is the sole owner and operator of the Internet site known as [www.braceyresearch.com](http://www.braceyresearch.com) (the "Site"); and

**WHEREAS**, the Company has created a Program that enables Affiliates to refer internet traffic to the Site from the website(s) or advertising networks of others in exchange for agreed consideration; and

**WHEREAS**, you are the sole owner of the website(s) known as \_\_\_\_\_  
\_\_\_\_\_ [URL(s)] (collectively, the "Affiliate Site"); and

**WHEREAS**, you desire to participate in the Program, as evidenced by your application, which application the Company may approve or disapprove, in its sole discretion.

**THEREFORE**, in consideration of the mutual promises herein, the Parties agrees as follows:

## **1 DEFINITIONS.**

Capitalized terms used and not otherwise defined in this Agreement shall have the following meanings:

- (a) "Completed Transaction" means the goods or services of the Company ordered by a Customer have been delivered, the return period has expired, and thirty (30) days has elapsed since the goods or services were paid for in full.
- (b) "Customer" means any person or party who purchases goods or services on the Site after connecting to the Site from the Affiliate Site.
- (c) "Links" means the banner, buttons, coding or other manner in which a Customer is referred by one site to the Site for the purpose of promoting the sale of goods or services on the Site. The Links are prepared so as to track Customers who are directed from the Affiliate Site to the Site and make a purchase which results in a Completed Transaction.
- (d) "Net Sale Price" means the total received in US Dollars (after conversion from non-US currency to US Dollars, if necessary) from the Customer less (i) any tax collected by the Company for or on behalf of any governmental or taxing authority (such as a sales tax or VAT), (ii) shipping and handling charges, (iii) restocking fees, (iv) credit card or other charges by attributable to the payment method used by the



Customer, (v) currency conversion fees, or (vi) discounts, credit or allowances granted by the Company in its sole and absolute discretion.

## **2 AFFILIATE SITE AND CONTENT.**

You have sole and exclusive responsibility and liability for the development, operation, maintenance and all materials and content that appear on the Affiliate Site. You shall operate and maintain the Affiliate Site in accordance with all applicable laws, rules and regulations.

In consideration of the Fees, you agree to place one or more of the Links on the Affiliate Site in accordance with the terms and conditions of this Agreement.

We reserve the right to monitor the Affiliate Site to determine if you are in compliance with this Agreement.

The Company is not responsible to pay any Fees in the event you do not use the Links provided to you by the Company without modification OR you do not properly install those Links, meaning the traffic will not be properly tracked to reflect that a Customer came from the Affiliate Site.

## **3 COMPENSATION FOR YOUR REFERRED TRAFFIC.**

Subject to your proper installation and use of the Links, you will be compensated based upon the Net Sale Price from Completed Transactions. Your compensation (the "Fee") shall be in accordance with the attached Schedule of Fees.

The Fee will be offset with respect to each Completed Transaction for which (a) the Company issues discounts, credits or allowances, or (b) there is a chargeback issued against the Company for any payment previously credited to the Company.

The Company reserves the right to refuse an attempted purchase by any person, in the Company's sole and absolute discretion. You shall have no claim to any Fee based on the Company's decision to not complete transaction with any person who accesses the Site through a Link on the Affiliate Site.

The Fee relative to Completed Transaction shall be payable to you on or before the  23 [Day of the month] of the following month: (Check one)

- Providing the Fees due you are at least \$\_\_\_\_\_ and, if not, we will accrue your Fees until the amount due you are at least \$\_\_\_\_\_.
- Not applicable. There is NO minimum payout limit.

### **Management Fee (Check one)**

- If the cumulative Fees due you do not exceed \$\_\_\_\_\_ in any period of \_\_\_\_\_ months, we may, in our sole and absolute discretion, charge you a management fee of \$\_\_\_\_\_ which we may either offset against future Fees due you or bill you, which invoice will be due upon receipt.
- There is NO management fee.

All Fees are payable in U.S. Dollars.

Notwithstanding the foregoing, if and to the extent you are required to file or provide certain documentation for tax and other governmental purposes, payment of the Fees may be suspended pending completion of such documentation.

## **4 FULFILLMENT AND CUSTOMER INFORMATION.**



The Company is solely responsible for processing and fulfillment of all orders of goods and services on the Site, which shall be governed by the terms and conditions established by the Company in its sole and absolute discretion. All information about such orders and the Customers are the sole and exclusive property of the Company.

Additionally, you agree that the Company may collect, process and sell non identifiable information about you.

## **5 LIMITED LICENSE RIGHTS.**

You agree to place one or more of the Links on the Affiliate Site. Links may contain logos, trademarks, service marks (collectively, "Marks"). Pursuant to this Agreement, the Company grants you a limited, non-exclusive, non-transferable and revocable license to display the Links on the Affiliate Site, and nowhere else, subject to the terms and conditions of this Agreement. You may not use the Links or the Marks for any other purpose absent the express written consent of the Company. You may not change, add to or delete from the Links or Marks. You may not use the Marks independently of the Links for any purpose without the Company's express written consent; and you may not use or present the Links in any manner that suggests the endorsement of or by any other goods, services, persons or entities without the express written consent of the Company. In addition, you agree to not (a) acquire or attempt to acquire, register or attempt to register, make a claim to or in any way use domain names, trademarks, service marks, keywords, handles, screen names or other forms of identification incorporating the Marks; or (b) not to use the Marks in a way that suggests that the source of the Affiliate Site is the Company.

All intellectual property rights in and to the Marks, and any goodwill generated by your use of the Marks shall inure solely to the benefit of the Company.

Upon suspension of this Agreement, the rights granted herein may, in the Company's sole discretion, be suspended. Upon termination of this Agreement, the rights granted in this section shall automatically terminate.



## **6 REPRESENTATIONS AND WARRANTIES.**

You represent and warrant that:

(a) You are legally capable and authorized to enter into this Agreement; and, if you represent an entity, all actions necessary to authorize you to enter into this Agreement have been taken.

(b) You are the sole owner and operator of the Affiliate Site.

(c) The Affiliate Site does not and shall not:

(i) depict anyone less than eighteen (18) years of age;

(ii) contain material subject to 18 USC §2257 (but if it does, you will notify us not less than thirty (30) days in advance of such inclusion and you will comply in all respects therewith);

(iii) contain any information which you know or reasonably should know is false;

(iv) contain or transmit any apps or programs that are or can be installed or downloaded to a Customer's computer or other device without the Customer's express and knowing consent as to the exact nature, purpose and function of such apps or programs;

(v) not use the Company's name or the Marks in any form of unsolicited communication, including unsolicited email (spam)

## **7 DISCLAIMERS.**

The Company makes no representations or warranties as to the Site. To the maximum extent of the law, the Company disclaims all representations, warranties and conditions, express and implied, including the warranties of merchantability, fitness for particular purpose, title and non-infringement. The Site is provided "as is."

## **8 LIMITATION OF LIABILITY.**

IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT COSTS OR DAMAGES INCLUDING BUT NOT LIMITED TO THE LOSS OF PROFITS OR BUSINESS OPPORTUNITY, EVEN IF WE HAD BEEN ADVISED OF SUCH POSSIBILITY.

IN NO EVENT SHALL THE LIABILITY OF THE COMPANY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES PAID TO YOU BY THE COMPANY. THIS LIMITATION APPLIES TO ANY LIABILITY ARISING FROM ANY CAUSE OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES.

For purposes of this section, any reference to "the Company" shall include the Company's affiliates, officers, employees, principals, agents and contractors.

## **9 TERM AND TERMINATION.**

This Agreement shall commence upon the last signing by a Party and may be terminated by either Party upon written notice to the other. If we terminate this Agreement due to breach by you, no further Fees shall be paid to you and we may seek such other relief, equitable and legal, as may be available. If you terminate, the Fees due and owing to you shall be paid as provided herein. Regardless who terminates,



upon termination, any and all rights and licenses granted by us to you shall immediately cease and you shall immediately stop using and remove the Links and the Marks from the Affiliate Site.

## **10 RELATIONSHIP.**

(a) You are an independent contractor with respect to the Company. Nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, franchisor/franchisee or employer-employee relationship between you and the Company. You shall not, in any manner or respect, represent, suggest or convey the impression that you are an employee or agent of the Company, or that the Company has endorsed you and/or the Affiliate site or that you represent the Company in any manner or capacity. You have no authority to and shall not enter into any agreements or obligations purporting to be binding upon the Company.

(b) As an independent contractor, you are solely and exclusively responsible (i) for all taxes payable with respect to income earned through the Site; (ii) to obtain any liability, health, workers' compensation, disability, unemployment, or other insurance needed, desired, or required by law, and that you are not covered by or eligible for any insurance from the Company; and (iii) for ensuring that you comply with any Licensing Authority's rules or practices.

## **11 CONFIDENTIALITY.**

You promise and agree to hold Confidential Information in strict confidence and in trust for the sole benefit of the Company, both during the term of this Agreement and at all times thereafter, and shall not use such Confidential Information for any purpose, whether or not for consideration, business or personal, other than as may be reasonably necessary for the performance of its duties pursuant to this Agreement, without the Company's prior written consent. You shall not disclose any Confidential Information to any person or entity, other than to such of its employees or consultants as may be reasonably necessary for purposes of performing its duties hereunder and have executed agreements of confidentiality no less protective than this Agreement, without the Company's prior written consent. You shall use not less than the same degree of care it uses to protect its own Confidential Information, but in any event not less than a reasonable degree of care. For purposes of clarity, your obligations hereunder include taking all actions necessary to ensure that your affiliates, employees, contractors and agents and any other person or party who obtains Confidential Information from or as a result of provider abide by the terms of this section in their entirety.

Confidential Information does not include information that (a) is or becomes publicly known through lawful means; (b) was rightfully in provider's possession or part of your general knowledge prior to the effective date of this Agreement; or (c) is disclosed to you without confidential restriction by a third party who rightfully possesses the information (without confidential restriction) and did not learn of it, directly or indirectly, from the Company.

If you are required to disclose Confidential Information by virtue of a lawful court order, subpoena or similar legal request, you will promptly notify the Company in writing of such requirement and cooperate so that the Company may seek an appropriate protective order. You will not use, copy, publish, distribute or summarize any Confidential Information except as necessary to carry out the activities contemplated herein.

## **12 WAIVER.**

You expressly and unconditionally waive any and all claims against the Company, regardless the bases upon which such claim(s) may be made, that may be based on, arise in connection with or be related to any of the following acts, circumstances or conditions:

(a) the Site is partially or totally inoperative or inaccessible;



- (b) there are bugs, errors or inaccuracies in the Site;
- (c) a suspension, termination or other action was taken with respect to your account by the Company even if such suspension, termination or other action resulted in a loss of profits to you;
- (d) any claim relating to a change in this Agreement by the Company;
- (e) withholdings, deductions or offset in connection with payment of Fees due to applicable tax or currency control restrictions.

For purposes of this section, any reference to “the Company” shall include the Company's affiliates, officers, employees, principals, agents and contractors.

No waiver by the Company of any breach by you of any condition or provision of this Agreement shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by the Company in exercising any right, power, or privilege under this Agreement operate as a waiver to preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

You are solely responsible for the security of your Account, and the username and password associated with your Account. You hereby waive and dismiss any claims against us and agree to indemnify, defend and hold us harmless against any unauthorized use of or access to your Account by an unauthorized person using your username and password.

You agree that any dispute you raise shall be as an individual only, not as a class or with or behalf of anyone else. You expressly waive any right to bring a class or collective action, or be a member in a class or collective proceeding. The Company may take any and all actions necessary to dismiss a class or collective actions or claims thereunder.

### **13 INDEMNIFICATION.**

The Company and its affiliates, owners, principals, officers, employees and agents shall be referred to, collectively, as “the Company Indemnitees.”

You agree to and shall indemnify, defend (with legal counsel reasonably acceptable to the Company Indemnitees) and hold the Company Indemnitees harmless from and against any and all actions, suits, claims, demands, debts, liabilities, obligations, losses, damages, costs, expenses, penalties or injury (including reasonable attorneys' fees and costs of any suit related thereto) suffered or incurred by any of them arising from:

- (a) any misrepresentation by, or breach of any covenant or warranty of yours contained in this Agreement or any exhibit, certificate, or other agreement or instrument furnished or to be furnished by you hereunder;
- (b) any non-fulfillment of any agreement by you under this Agreement;
- (c) any suit, action, proceeding, claim or investigation against the Company Indemnitees which arises from or which is based upon or pertaining to your acts or omissions or conduct of business;
- (d) failure to comply with the terms of this Agreement by you or your employees and agents;
- (e) failure to comply with applicable law by you or your employees and agents;



(f) defamation, libel, violation of privacy rights, unfair competition, or infringement of intellectual property rights or allegations thereof to the extent caused by you or your employees and agents;

(g) failure to pay appropriate taxes for yourself or your employees and agents (including withholding taxes, if any); or

(h) the Affiliate Site contains or promotes materials that infringe or violate the copyright or other intellectual property rights of any third-parties.

If any lawsuit, enforcement action or any attempt to collect on an alleged liability is filed against the Company Indemnitees, written notice thereof shall be given to you within ten (10) business days after receipt of notice or other date by which action must be taken; provided, however, that the failure of the Company Indemnitees to give timely notice shall not affect its rights to indemnification hereunder except to the extent that you demonstrate damage caused by such failure. After such notice, you shall be entitled, if it so elects, to take control of the defense and investigation of such lawsuit or action and to employ and engage attorneys of its own choice to handle and defend the same, at your reasonable cost and expense. The Company Indemnitees shall cooperate in all reasonable respects, at your cost and expense, with you and such attorneys in the investigation, trial and defense of such lawsuit or action and any appeal arising therefrom. You shall not, without the prior written consent of the Company Indemnitees, effect any settlement of any proceeding in respect of which the Company Indemnitees is/are a party and indemnity has been sought hereunder unless such settlement of a claim, investigation, suit, or other proceeding only involves a remedy for the payment of money by you and includes an unconditional release of the Company Indemnitees from all liability on claims that are the subject matter of such proceeding.

If you shall have an indemnification, defense and hold harmless obligation, as above provided, and shall fail to assume such obligation, then the Company Indemnitees shall have the right, but not the obligation, to assume and maintain such defense (including reasonable counsel fees and costs of any suit related thereto) and to make any settlement or pay any judgment or verdict as the Company Indemnitees, in its/their sole and absolute discretion, deem necessary or appropriate; such costs of settlement, payment, expense and costs, including reasonable attorneys' fees, to be reimbursed by you upon demand by the Company Indemnitees.

The Company may deduct or offset or withhold your Fees if the Company, in its sole and absolute discretion, determines that you have committed some act that is likely to result in disputes, chargebacks or damages to the Company to which the Company would be entitled to indemnification by you.

#### **14 ASSIGNMENT; SUCCESSION.**

You may not assign this Agreement. Any attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing restrictions, this Agreement is binding upon and will inure to the benefit of the successors, heirs and permitted assigns of the Parties.

This Agreement shall be binding upon the Parties and their successors, permitted assigns, heirs, affiliates, directors, shareholders, officers, employees and/or agents.

#### **15 CHOICE OF LAW.**

This Agreement shall be governed by the laws of the State of South Carolina, without regard to its conflict of laws rules or principles.

#### **16 DISPUTE RESOLUTION.**



To the fullest extent permitted by law, all disputes arising out of and related to this Agreement (“Disputes”) shall be resolved as follows:

(a) Manner of Resolution. (Check one)

**Court litigation.** The parties acknowledge and consent to the exclusive jurisdiction of, and venue in, the courts of the State of South Carolina with such courts being the exclusive jurisdiction for all disputes that relate to, or arise from, this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to conflict of laws principles. In addition to the methods of service allowed under applicable law, each party consents to service of process upon it by third party commercial overnight delivery services. Affiliate hereby consents to exclusive jurisdiction in and venue in State of South Carolina for all proceedings arising out of this Agreement.

(Check if applicable)

**Cost, Fees.** In the event of an action based on the terms of this Agreement in which a Party incurs costs, including but not limited to attorneys’ fees, to enforce or defend its rights under this Agreement, the prevailing Party in such action shall be entitled to recover from the other Party(ies) its costs and reasonable attorneys’ fees incurred.

**Mediation.** Any Dispute(s) shall be submitted to mediation conducted in accordance with the rules of the American Arbitration Association. Either Party may initiate mediation by filing a request for mediation with a copy served on the other Party. Neither the attorney-client nor work product privilege shall be deemed to have been waived by any statement or disclosure made in the proceedings.

**Arbitration.** Any Dispute(s) shall be settled exclusively by arbitration. The arbitration shall be initiated and conducted pursuant to the arbitration rules of the American Arbitration Association in effect at the time the request for arbitration is made. Arbitration shall be final and binding upon the Parties. Any Party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. Otherwise, no Party shall initiate or prosecute any lawsuit or administrative action in any way related to any Dispute. In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing Party, if any, the costs and attorneys’ fees reasonably incurred by the prevailing Party in connection with the arbitration. The Parties shall maintain the confidential nature of the arbitration proceeding and the award, except as may be necessary in connection with a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. Notwithstanding anything herein to the contrary, either Party shall be entitled to seek to obtain any provisional remedy, including injunctive or similar relief, from any court of competent jurisdiction as may be necessary to protect such Party’s rights and interests. Affiliate hereby consents to exclusive jurisdiction in and venue in State of \_\_\_\_\_ for all proceedings arising out of this Agreement.

**Mediation then arbitration.** Any Dispute(s) shall be submitted to mediation conducted in accordance with the rules of the American Arbitration Association. Either Party may initiate mediation by filing a request for mediation with a copy served on the other Party. Neither the attorney-client nor work product privilege shall be deemed to have been waived by any statement or disclosure made in the proceedings. If the Parties have not settled the Dispute by mediation the Dispute shall be settled exclusively by arbitration. The arbitration shall be initiated and conducted pursuant to the arbitration rules of the American Arbitration Association in effect at the time the request for arbitration is made. Arbitration shall be final and binding upon the Parties. Any Party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. Otherwise, no Party shall initiate or prosecute any lawsuit or administrative action in any way related to any Dispute. In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing Party, if any, the costs and attorneys’ fees reasonably incurred by the prevailing Party in connection with the arbitration. The Parties shall maintain the confidential nature of the arbitration proceeding and the award, except as may be necessary in connection with a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. Notwithstanding anything herein to the contrary, either Party shall be entitled to seek



to obtain any provisional remedy, including injunctive or similar relief, from any court of competent jurisdiction as may be necessary to protect such Party's rights and interests. Affiliate hereby consents to exclusive jurisdiction in and venue in State of South Carolina for all proceedings arising out of this Agreement.

**Do not specify.**

(b) Equitable Relief.

Each Party acknowledges that (i) a breach or threatened breach by such Party of any of its obligations under this Agreement would give rise to irreparable harm to the other Party for which monetary damages would not be an adequate remedy and (ii) if a breach or a threatened breach by such Party of any such obligations occurs, the other Party will, in addition to any and all other rights and remedies that may be available to such Party at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from, notwithstanding anything to the contrary contained herein, any court of competent jurisdiction, without any requirement to (1) post a bond or other security, or (2) prove actual damages or that monetary damages will not afford an adequate remedy.

## **17 WAIVER OF JURY TRIAL.**

Each of the Parties knowingly, voluntarily and irrevocably waives, to the fullest extent permitted by law, all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of any Party in negotiation, administration, performance or enforcement of this Agreement.

## **18 REMEDIES.**

All rights, remedies, undertakings, obligations and agreements contained in this Agreement or available at law, in equity or otherwise, shall be cumulative, and none shall be a limitation of any other remedy, right, undertaking, obligation or agreement.

This Agreement shall be binding upon the parties and their successors, permitted assigns, heirs, affiliates, directors, shareholders, officers, employees and/or agents.

## **19 FORCE MAJEURE.**

The Company shall not be responsible or liable for any delay or failure to fulfill any provision of this Agreement if such a delay or failure results directly or indirectly from any act of God, war, riot, insurrection, embargoes, acts of civil or military authorities, fires, floods, explosions, accidents, or any other cause beyond the reasonable control of the Company.

## **20 INTERPRETATION.**

You acknowledge and agree that you had sufficient time and opportunity to have this Agreement reviewed by your legal counsel. If this Agreement is ever construed, whether by a court or arbitrator, such court or arbitrator will not construe this Agreement, or any provision hereof, against any party as drafter.

This Agreement is written in English and, notwithstanding the translation or translatability into other languages, the English language version of this Agreement shall be controlling.

The headings used herein are for convenience only and shall not be deemed to define, limit or construe the contents of any provision of this Agreement. The meanings given to terms defined herein will be



equally applicable to both the singular and plural forms of such terms. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms.

## **21 COUNTERPARTS.**

This Agreement may be executed in counterparts, via any means (including facsimile and e-mail), all of which shall be effective, but when taken together shall comprise one agreement.

## **22 SEVERABILITY.**

If any provision of this Agreement is unenforceable under any applicable law or is held invalid, such holding shall not affect any other provision hereof, and the defective provision shall, if applicable law permits, be modified and interpreted in a manner that it is enforceable. Otherwise, the offending term or provision shall be omitted and not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

## **23 AMENDMENTS.**

The Company may modify or amend the terms of this Agreement at any time by posting such changes on the Site and/or notifying you by email. No such amendment shall be effective until at least thirty (30) days after the posting or email notice, whichever occurs first. Notwithstanding any modification, the rights and obligations of the Parties relating to the consideration to be received hereunder and any fees to be charged as between Parties as to any occurrence prior to the effective date of such modification shall remain unchanged by any such modification.

## **24 NOTICES.**

Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and delivered in Person or sent by registered or certified mail (return receipt requested) or nationally recognized overnight delivery service, postage pre-paid, or delivered via telecopier or facsimile transmission addressed as follows, or to such other address as such Party may notify to the other Parties in writing:

### **To the Company:**

**Name:** Bracey Research, LLC

**Address:** 701 Gervais St., St. 418, Columbia SC 29201

**Email:** c.bracey@braceyresearch.com

### **To the Affiliate:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_

Notices, demands or requests which we or you are required or desire to give the other hereunder shall be deemed to have been properly given for all purposes if (a) hand-delivered to the Party's notice address, (b) delivered to a nationally recognized overnight courier such as FedEx, UPS or DHL to its addressee at such Party's notice address, or (c) delivered via telecopier or facsimile transmission to the Party's facsimile number. Each such notice, demand or request shall be deemed to have been received upon the earlier of (i) actual receipt or refusal by the addressee if hand-delivered in accordance with clause (a) or (b) above, or (ii) the date and time of transmission if sent during business hours in accordance with clause (c) above. The Parties shall notify the other of any change in address, which notification must be at least two business days in advance of it being effective. Notices may be given on behalf of any Party by such Party's legal counsel. For a notice to be valid and effective, an email copy of such notice shall be



sent concurrently to the addressee's email. An email notice alone shall be sufficient upon acknowledgment of receipt by the recipient or the recipient's reply to such email, direct or indirect.

**25 ENTIRE AGREEMENT.**

This Agreement sets forth the entire agreement and understanding between you and the Company relating to the subject matter hereof and thereof and supersedes any prior or contemporaneous discussions, agreements, representations, warranties and other communications between you and the Company, written or oral, to the extent they relate in any way to the subject matter hereof.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement this date, \_\_\_\_\_, 20\_\_\_\_\_.

THE COMPANY

THE AFFILIATE

\_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



**SCHEDULE 1**  
**FEES**

(Check all that apply)

- For each click through from the Affiliate Site to the Site, you will be paid \$\_\_\_\_\_.
- For each Completed Transaction, you will be paid 40% Percent of the [Gift | Pass | FTZ] user Net Sale Price.
- Other: For each Completed Transaction, you will be paid 20% of the [Brand] or [Executive] Sponsorship Net Sale Price.

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The Company is not responsible to pay any Fees in the event you do not use the Links provided by the Company without modification OR you do not properly install those Links, meaning the traffic will not be properly tracked to reflect that a Customer came from the Affiliate Site.

