**Agreement Template Disclaimer**

*This template is intended to provide a general outline that you can use to create your own agreements. It does not constitute legal advice, nor does it substitute for legal advice. The specific terms and conditions for your agreement may vary depending upon the unique circumstances of your business situation.*

*Always consult with a legal professional before entering into any agreement or contractual obligation. It is important to ensure that any agreement, contract, or legal document you enter into is compliant with the laws in your state and country.*

*This template is provided “as is” without any express or implied warranty, including but not limited to the warranties of merchantability or fitness for any particular purpose. In no event shall Impartner be liable for any damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use this template, even if advised of the possibility of such damages.*

*Please have your legal team review this agreement before sharing it with a potential partner. It is your responsibility to ensure that the agreement is legally binding and protects your interests.*

**AFFILIATE PARTNER AGREEMENT**

THIS AGREEMENT ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Company"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Affiliate Partner"), each of which may be referred to as a Party and together as the Parties.

**SECTION 1: DEFINITIONS**

1.1 "Affiliate" means an individual or business entity that is legally bound by this Agreement to promote the Company's products or services and direct potential customers or clients to the Company's website or sales team.

1.2 "Qualified Sale" means a sale of the Company's products or services to a customer referred by the Affiliate, where the customer has paid in full for the products or services and such sale has been confirmed by the Company.

1.3 "Affiliate Commission" means the monetary compensation that the Company pays to the Affiliate for each Qualified Sale, as set forth in Exhibit A.

1.4 "Affiliate Link" refers to the unique tracking link provided by the Company to the Affiliate for the purposes of tracking referrals and calculating Affiliate Commissions.

**SECTION 2: DUTIES AND OBLIGATIONS**

2.1 Affiliate Partner Duties: The Affiliate Partner agrees to perform the following duties:

* Affiliate Partner agrees to promote the Company's products or services using the Affiliate Link in accordance with the terms of this Agreement and in compliance with all applicable laws and regulations;
* Affiliate Partner agrees not to make any false or misleading statements about the Company's products or services;
* Affiliate Partner agrees to use the Affiliate Link in a manner that does not negatively impact the Company's reputation or brand image; and
* Affiliate Partner is solely responsible for any expenses incurred in connection with the promotion of the Company's products or services and the use of the Affiliate Link.

2.2 Company Duties: The Company agrees to perform the following duties:

* The Company will provide the Affiliate Partner with the Affiliate Link and any necessary promotional materials to effectively promote their products and services;
* The Company will provide necessary training and support to the Affiliate Partner to enable them to fulfill their obligations under this Agreement effectively;
* The Company will track the customers referred by the Affiliate Partner using the Affiliate Link and calculate the Affiliate Commissions due to the Affiliate; and
* The Company will pay the Affiliate Commissions to the Affiliate Partner in accordance with the terms set forth in Exhibit A.

**SECTION 3: AFFILIATE COMMISSIONS**

3.1 Commission Structure: The Company will pay the Affiliate Partner a commission for each Qualified Sale. The commission structure, whether it be a fixed amount, percentage of the sale, or other structure, is detailed in Exhibit A.

3.2 Payment Frequency and Timeline: The Company will calculate Affiliate Commissions on a monthly basis and will issue payments within \_\_\_\_ days of the end of each calendar month in which the Qualified Sale was finalized.

3.3 Deductions and Withholdings: The Company reserves the right to withhold or deduct Affiliate Commissions under certain circumstances, including, but not limited to, refunds issued to customers, cancellations of Qualified Sales, returns, or in the event of any breach of this Agreement by the Affiliate Partner.

3.4 Reporting: The Company will provide the Affiliate Partner with a monthly report detailing the Qualified Sales, the calculation of the Affiliate Commission for each of these sales, and any withholdings or deductions made.

3.5 Taxes: The Affiliate Partner is responsible for any and all taxes associated with the receipt of the Affiliate Commission.

3.6 Dispute Resolution: In the event of any dispute over the calculation or payment of the Affiliate Commissions, the Parties agree to work in good faith to resolve the dispute. If the dispute cannot be resolved internally, the Parties agree to resolve the matter through a mutually agreed-upon third-party mediator.

3.7 Terms and Conditions Alterations: The Company retains the right to alter the terms and conditions of the Affiliate Commission as outlined in Exhibit A, at its sole discretion and with reasonable notice to the Affiliate Partner.

**SECTION 4: CONFIDENTIALITY**

4.1 Definition: "Confidential Information" means any information that a Party ("Disclosing Party") discloses to the other Party ("Receiving Party") that is either designated as confidential at the time of disclosure or should be reasonably understood to be confidential given the nature of the information and circumstances of disclosure. Confidential Information may include, but is not limited to, business plans, customer lists, financial information, marketing strategies, non-public information relating to products or services, and other proprietary information.

4.2 Non-Disclosure: The Receiving Party agrees to keep all Confidential Information strictly confidential. The Receiving Party will not disclose or make available any Confidential Information to any third party without the prior written consent of the Disclosing Party. The Receiving Party will use the Confidential Information solely for the purpose of performing its obligations under this Agreement.

4.3 Exceptions: The obligations under this section will not apply to any Confidential Information that: was already lawfully known to the Receiving Party at the time of disclosure; is disclosed to the Receiving Party by a third party who had the right to disclose it; is publicly available through no fault of the Receiving Party; or is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

4.4 Required Disclosure: If the Receiving Party is required by law, court order, or any government or regulatory authority to disclose any of the Confidential Information, it will give the Disclosing Party prompt written notice of such requirement before the disclosure and, if possible, enough time to contest the disclosure.

4.5 Return of Confidential Information: Upon termination of this Agreement, or upon the Disclosing Party's request, the Receiving Party will return all Confidential Information and all copies, notes, or extracts thereof to the Disclosing Party unless required by law to retain it.

4.6 Continuing Obligations: The Receiving Party's obligation to protect the confidentiality of the Confidential Information will survive termination of this Agreement and continue until such time as the Confidential Information becomes public knowledge other than through the Receiving Party's breach of this Agreement.

**SECTION 5: INTELLECTUAL PROPERTY**

5.1 Ownership: Affiliate Partner acknowledges that the Company and its licensors own all rights, title, and interest in the service(s), product(s), and all intellectual property rights therein. Nothing in this Agreement gives Affiliate Partner any right, title, or interest in the service(s), product(s) or any associated trademarks, except the right to sell or service the service(s) or product(s) in accordance with this Agreement.

**SECTION 6: TERM AND TERMINATION**

6.1 Term: This Agreement shall commence on the date first set forth above and will continue indefinitely unless and until terminated by either Party.

6.2 Termination without Cause: Either Party may terminate this Agreement without cause upon providing thirty (30) days' prior written notice to the other Party. Upon termination without cause, the terminating party is under no obligation to provide reasoning for the termination.

6.3 Termination for Cause: Either Party may terminate this Agreement immediately upon written notice if the other Party:

* Breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, unless such breach is such that it cannot be cured within thirty (30) days, in which case the breaching Party shall commence such cure promptly after receipt of such notice and continuously pursue such cure to completion;
* Becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, liquidation, dissolution, receivership, or similar proceeding, or otherwise ceases to do business; or
* Fails to comply with any applicable laws or regulations, which may harm the reputation or business of the other Party.

6.4 Effect of Termination: Upon termination or expiration of this Agreement for any reason:

* The rights granted to the Affiliate Partner under this Agreement will immediately cease;
* The Affiliate Partner must promptly discontinue all promotion of the Company's products or services; and
* Any fees owed to either Party at the time of termination or expiration will be paid according to the terms of this Agreement.

6.5 Survival: The rights and obligations of the Parties set forth in this Section 6 and any right, obligation, or required performance of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

**SECTION 7: GENERAL PROVISIONS**

7.1 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

7.2 Entire Agreement: This Agreement, including any exhibits and appendices, contains the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations ,and discussions, whether oral or written, of the Parties with respect to the subject matter hereof.

7.3 Amendments: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

7.4 Waiver: No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver.

7.5 Indemnification: Each Party agrees to indemnify and hold the other harmless from any claims, losses, damages, liabilities, or expenses incurred as a result of the negligent or intentional acts or omissions of the indemnifying Party.

7.6 Severability: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

7.7 Notices: All notices or other communications required or permitted under this Agreement must be in writing. Such notices may be delivered personally, sent by a recognized overnight delivery service, telecopy, or electronic mail, provided that receipt of the communication is confirmed. Notices should be addressed to the relevant Party at the address outlined in this Agreement, or to any other address that the recipient Party has provided in writing to the sender. A notice will be considered effectively given at the time of personal delivery, or at the time of confirmed receipt in the case of delivery by overnight service, telecopy, or electronic mail.

Company Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Affiliate Partner Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7.8 Independent Contractor Relationship: It is understood that the Affiliate Partner is an independent contractor and not an agent, partner, or employee of the Company. The Affiliate Partner shall not have any authority to enter into any agreements or obligations on behalf of the Company.

7.9 Non-Exclusivity: The relationship between the Company and the Affiliate Partner is non-exclusive. Both Parties are free to enter into similar agreements with other parties unless otherwise specified in this Agreement.

7.10 No Assignment: The Affiliate Partner may not assign or transfer this Agreement, or delegate its obligations under this Agreement, without the Company's prior written consent.

7.11 Dispute Resolution: In the event of any dispute arising out of or related to this Agreement, the Parties agree to negotiate in good faith to resolve the dispute. If the Parties are unable to resolve the dispute, they agree to submit the dispute to mediation before resorting to litigation.

7.12 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Company Name    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed Name and Title    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Affiliate Partner Name    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed Name and Title    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature |

**Exhibits Disclaimer**

*The following exhibits offer various options and template language for different partnership arrangements. This is a general template that should be customized to fit your needs, and reviewed by a legal professional to ensure it meets the requirements and protections necessary for your specific business situation.*

*Additional appendices to add to this agreement, or reference from your partner portal or another online source, may include pricing lists, service and product descriptions, software specifications, software licensing terms, branding guidelines, territory information, and/or sales targets.*

**EXHIBIT A: AFFILIATE COMMISSIONS**

This Exhibit A forms part of the Agreement and is subject to the terms and conditions of the Agreement. In the event of any conflict between the terms of this Exhibit A and the terms of the Agreement, the terms of the Agreement will prevail.

This Exhibit outlines the commission structure that the Company will use to compensate the Affiliate Partner for each Qualified Sale.

Commission Rate: The Affiliate Partner will receive a commission of \_\_\_\_% of the net sales price (excluding any applicable taxes, shipping and handling fees, discounts, or returns) for each Qualified Sale.

Commission Cap: The total commission payable to the Affiliate Partner in any calendar month shall not exceed $\_\_\_\_\_\_.

Minimum Payout Amount: The minimum amount of Affiliate Commissions that must be earned by the Affiliate before a payment is made by the Company is $\_\_\_\_. If the Affiliate Commissions earned in a particular month are less than the minimum payout amount, they will be carried over to the next month.

**EXHIBIT B: PERFORMANCE METRICS**

This Exhibit B forms part of the Agreement and is subject to the terms and conditions of the Agreement. In the event of any conflict between the terms of this Exhibit B and the terms of the Agreement, the terms of the Agreement will prevail.

This Exhibit outlines the performance metrics the Affiliate Partner is expected to meet.

Minimum Sales: The Affiliate Partner is expected to generate a minimum of \_\_\_\_ Qualified Sales each month.

Conversion Rate: The Affiliate Partner is expected to maintain a minimum conversion rate of \_\_\_\_% (i.e., the percentage of referrals that result in a Qualified Sale).

Customer Satisfaction: The Affiliate Partner is expected to maintain a customer satisfaction score of at least \_\_\_\_ on any customer reviews related to the sales process.