

AFFILIATE AGREEMENT

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This Affiliate Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [COMPANY ADDRESS] (the "**Company**"); and

[AFFILIATE LEGAL NAME], a [STATE] [ENTITY TYPE] (or individual residing at [AFFILIATE ADDRESS]) (the "**Affiliate**").

The Company and the Affiliate are each a "**Party**" and together the "**Parties**."

Recitals. The Company markets and sells the products and/or services described in **Exhibit A** (the "**Products**"). The Affiliate wishes to promote the Products to its audience and earn commissions on qualifying sales it refers, and the Company wishes to enroll the Affiliate in its affiliate program on the terms below. In consideration of the mutual promises in this Agreement, the Parties agree as follows.

1. Enrollment and Program Participation

1.1 Acceptance into the program. This Agreement governs the Affiliate's participation in the Company's affiliate program (the "**Program**"). The Company accepts the Affiliate into the Program as of the Effective Date, subject to the Affiliate's continued compliance with this Agreement and any published Program policies, guidelines, or brand standards the Company makes available (collectively, the "**Program Policies**").

1.2 Non-exclusive relationship. The relationship is non-exclusive. The Company may enroll any number of other affiliates, and the Affiliate may promote products of other companies, provided the Affiliate does not breach Section 6 (Confidentiality) or Section 5 (Promotional Conduct).

1.3 Tracking links and codes. The Company will provide the Affiliate with unique tracking links, coupon codes, or other identifiers (each a "**Tracking Mechanism**") used to attribute referred sales. The Affiliate will use only the Tracking Mechanisms the Company provides and will not alter, mask, or manipulate them.

1.4 Affiliate account. The Affiliate is responsible for maintaining the accuracy of its account information, including the [PAYMENT METHOD / REMITTANCE DETAILS] used to pay commissions, and for the security of its account credentials.

2. Qualifying Sales and Attribution

2.1 Qualifying Sale. A "**Qualifying Sale**" means a completed purchase of a Product by a customer (a) who reaches the Company's checkout through the Affiliate's valid Tracking Mechanism, (b) whose order is accepted and paid in full, and (c) that is not cancelled, refunded, charged back, or returned within the applicable review period.

2.2 Attribution window. A referred customer will be attributed to the Affiliate if the customer completes a Qualifying Sale within **[NUMBER, e.g. 30]** days of the customer's first click on the Affiliate's Tracking Mechanism (the "**Attribution Window**"), subject to the attribution rules in Section 2.3.

2.3 Attribution rules. Where more than one affiliate may claim a sale, the Company's tracking system determines attribution under a **[LAST-CLICK / FIRST-CLICK]** model. The Company's records of clicks, sales, and attribution are the controlling record absent manifest error.

2.4 Excluded transactions. The following do not generate commissions: (a) purchases the Affiliate makes for itself or its affiliated entities; (b) orders later cancelled, refunded, or charged back; (c) sales attributed to fraud, self-referral, or prohibited conduct under Section 5; and (d) taxes, shipping, and similar pass-through charges.

3. Commissions

3.1 Commission rate. The Company will pay the Affiliate a commission of **[PERCENTAGE, e.g. 20%]** of the net Product revenue of each Qualifying Sale, or **[FLAT AMOUNT]** per Qualifying Sale, as stated in **Exhibit A. "Net Product revenue"** excludes taxes, shipping, handling, discounts, and refunded amounts.

3.2 Commission tiers and bonuses. Any tiered rates, performance bonuses, or promotional incentives are described in **Exhibit A** and apply only as expressly stated there.

3.3 Review and reversal. Commissions accrue on Qualifying Sales but remain subject to reversal during the **[NUMBER, e.g. 30]**-day refund/chargeback review period. The Company may deduct or claw back commissions paid on transactions later reversed, including by offset against future payments.

3.4 Payment schedule. The Company will pay accrued, non-reversed commissions **[MONTHLY / ON THE 15TH OF EACH MONTH FOR THE PRIOR MONTH]**, provided the Affiliate's balance meets the minimum payout threshold of **[AMOUNT, e.g. \$50]**. Balances below the threshold carry forward.

3.5 Taxes and withholding. The Affiliate is solely responsible for all taxes on commissions it earns. The Affiliate will provide a completed **[TAX FORM, e.g. W-9 or W-8BEN]** before payment. The Company may withhold amounts required by applicable law.

4. Term and Termination

4.1 Term. This Agreement begins on the Effective Date and continues until terminated under this Section.

4.2 Termination for convenience. Either Party may terminate this Agreement at any time, for any reason, on **[NUMBER, e.g. 14]** days' written notice.

4.3 Termination for cause. The Company may suspend or terminate the Affiliate immediately on written notice if the Affiliate breaches this Agreement or the Program Policies, engages in conduct prohibited by Section 5, or acts in a way the Company reasonably believes harms its brand or legal interests.

4.4 Effect of termination. On termination, the Affiliate will immediately stop using the Tracking Mechanisms and the Company's marks. The Company will pay commissions accrued and not reversed on Qualifying Sales completed before termination, subject to the review period in Section 3.3. No commissions accrue on sales after the effective date of termination.

5. Promotional Conduct

5.1 Permitted promotion. The Affiliate may promote the Products through its own website, email lists, social media, and other channels that comply with this Agreement, the Program Policies, and applicable law.

5.2 Disclosure obligations. The Affiliate will clearly and conspicuously disclose its material connection to the Company in every endorsement, consistent with applicable advertising and consumer-protection laws and the disclosure rules of any platform the Affiliate uses. The Affiliate is solely responsible for the legality of its own promotional content.

5.3 Prohibited conduct. The Affiliate will not: (a) make false, misleading, or unsubstantiated claims about the Products; (b) use spam, deceptive email, or unsolicited messaging in violation of applicable law; (c) bid on the Company's trademarks or brand terms in paid search except as expressly permitted in writing; (d) use cookie-stuffing, forced clicks, or other fraudulent tracking; (e) promote the Products on sites containing unlawful, infringing, hateful, or adult content except as expressly permitted; or (f) misrepresent its relationship to the Company.

5.4 Compliance with law. The Affiliate will comply with all laws applicable to its promotional activities, including advertising, privacy, anti-spam, and consumer-protection laws.

6. Confidentiality

6.1 Confidential Information. "**Confidential Information**" means non-public information the Company shares with the Affiliate, including unreleased products, pricing, conversion data, customer lists, and Program terms not publicly disclosed.

6.2 Obligations. The Affiliate will use Confidential Information only to perform under this Agreement and will not disclose it to any third party, except to personnel and advisors who need it and are bound by confidentiality obligations at least as protective as these.

6.3 Exclusions. Confidentiality obligations do not apply to information that is public through no fault of the Affiliate, was rightfully known before disclosure, is rightfully received from a third party without restriction, or is independently developed.

7. Intellectual Property and Brand Use

7.1 License to marks. The Company grants the Affiliate a limited, non-exclusive, revocable, non-transferable license to use the Company's names, logos, and approved marketing materials (the "**Brand Assets**") solely to promote the Products under this Agreement and the Program Policies.

7.2 Restrictions. The Affiliate will not modify the Brand Assets, register or attempt to register any of them or confusingly similar marks or domains, or use them in a way that implies a partnership, agency, or endorsement beyond the referral relationship. All goodwill from use of the Brand Assets inures to the Company.

7.3 Reservation of rights. Except for the limited license in Section 7.1, the Company retains all right, title, and interest in the Brand Assets and the Products. The Affiliate retains ownership of its own original promotional content.

8. Representations, Disclaimers, and Limitation of Liability

8.1 Mutual representations. Each Party represents that it has the authority to enter into this Agreement and that doing so does not violate any other obligation binding on it.

8.2 Disclaimer. The Program and the Brand Assets are provided "as is." The Company does not guarantee any minimum sales, earnings, or Program continuity, and disclaims all implied warranties to the extent permitted by applicable law.

8.3 **Limitation of liability.** To the extent permitted by applicable law, neither Party is liable for indirect, incidental, special, consequential, or punitive damages. Each Party's total aggregate liability arising out of or related to this Agreement will not exceed the total commissions paid or payable to the Affiliate in the [NUMBER, e.g. 12] months before the event giving rise to the claim.

8.4 **Indemnification.** The Affiliate will defend and indemnify the Company against third-party claims arising from the Affiliate's promotional content, its breach of this Agreement, or its violation of law.

9. General Provisions

9.1 **Independent contractors.** The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, franchise, or employment relationship.

9.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.3 **Assignment.** The Affiliate may not assign this Agreement without the Company's prior written consent. The Company may assign it to a successor in connection with a merger, acquisition, or sale of substantially all assets.

9.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.5 **Modification of Program terms.** The Company may update the Program Policies and commission terms on reasonable prior notice. Continued participation after the effective date of an update constitutes acceptance, except that changes do not reduce commissions already accrued.

9.6 **Entire agreement; amendment.** This Agreement, together with Exhibit A and the Program Policies, is the entire agreement between the Parties on its subject and supersedes prior discussions. Except as provided in Section 9.5, it may be amended only by a writing signed by both Parties.

9.7 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.8 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

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

COMPANY	AFFILIATE
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE / N/A]
Date: _____	Date: _____
_____	_____

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