



# Affiliate Contract

This **Affiliate Agreement** (the “**Agreement**”) is entered into as of \_\_\_\_\_ (the “**Effective Date**”) by and between the parties below:

**Company**

**Affiliate**

The Company and the Affiliate may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

## 1. Purpose

The purpose of this Agreement is to establish the terms under which the Affiliate will promote the Company’s products and/or services and receive compensation based on qualifying referrals or sales generated through such promotion.

## 2. Appointment

The Company appoints the Affiliate as a non-exclusive, independent marketing partner to promote the Company’s products and/or services during the Term of this Agreement. The Affiliate accepts this appointment subject to the terms set out in this Agreement.

## 3. Affiliate Responsibilities

The Affiliate agrees to:

- Promote the Company’s products or services in a lawful, ethical, and professional manner
- Use only marketing materials approved or provided by the Company, unless prior written approval is obtained
- Accurately represent the Company’s offerings without making false or misleading claims
- Comply with all applicable advertising, marketing, and data protection laws
- Avoid engaging in any activity that could harm the Company’s reputation or brand

The Affiliate shall not:

- Represent itself as an employee, agent, or authorized representative of the Company beyond the scope of this Agreement
- Modify Company materials without approval
- Engage in spam, unsolicited communications, or deceptive practices

#### 4. Company Responsibilities

The Company agrees to:

- Provide the Affiliate with necessary promotional materials, links, or tracking tools
- Accurately track referrals and qualifying transactions
- Pay commissions in accordance with the Compensation clause
- Maintain reasonable support and communication with the Affiliate

#### 5. Compensation

The Affiliate shall be compensated as follows:

Type of Referral or Sale	Commission Structure	Payment Terms

Commissions shall be paid only on verified and completed transactions that meet the Company’s criteria for eligibility.

The Company reserves the right to:

- Reject commissions resulting from fraudulent, invalid, or canceled transactions
- Adjust commission rates upon prior written notice

Payments shall be made via \_\_\_\_\_ within \_\_\_\_\_ days after the end of each payment period.

#### 6. Tracking and Reporting

The Company shall use reasonable methods to track referrals, such as unique links, codes, or identifiers. The Company’s records shall serve as the basis for calculating commissions.

The Affiliate acknowledges that tracking may be affected by technical limitations, user behavior, or third-party systems.

## **7. Term**

This Agreement shall commence on the Effective Date and continue until terminated in accordance with the Termination clause.

## **8. Termination**

Either Party may terminate this Agreement:

- For convenience, upon \_\_\_\_\_ days' written notice to the other Party
- Immediately, if the other Party materially breaches this Agreement and fails to remedy the breach within a reasonable period after receiving notice
- Immediately, in cases of fraud, unlawful conduct, or reputational harm

Upon termination:

- The Affiliate shall cease all promotional activities related to the Company
- All licenses and rights granted under this Agreement shall end
- Outstanding eligible commissions accrued prior to termination shall be paid in accordance with the Compensation clause

## **9. Intellectual Property**

The Company grants the Affiliate a limited, non-transferable, revocable license to use the Company's trademarks, logos, and marketing materials solely for the purpose of fulfilling its obligations under this Agreement.

The Affiliate shall not:

- Alter or misuse the Company's intellectual property
- Register or claim ownership over any similar or related intellectual property
- All intellectual property rights remain the exclusive property of the Company.

## **10. Confidentiality**

Each Party agrees to keep confidential any non-public, proprietary, or sensitive information disclosed by the other Party in connection with this Agreement.

Confidential information shall not be:

- Disclosed to third parties without prior written consent
- Used for purposes outside the scope of this Agreement

This obligation shall survive termination of the Agreement.

## **11. Independent Relationship**

The Affiliate acts as an independent contractor. Nothing in this Agreement creates:

- An employment relationship
- A partnership or joint venture
- Authority for the Affiliate to bind the Company

The Affiliate is solely responsible for its own taxes, expenses, and business operations.

## **12. Limitation of Liability**

To the extent permitted by applicable law, the Company shall not be liable for indirect, incidental, or consequential damages arising out of or related to this Agreement.

The Company's total liability under this Agreement shall not exceed the total commissions paid to the Affiliate during the \_\_\_\_\_ months preceding the claim.

## **13. Compliance with Laws**

Each Party shall comply with all applicable laws and regulations in performing its obligations under this Agreement, including those related to advertising, consumer protection, and data privacy.

## **14. Governing Law and Dispute Resolution**

This Agreement shall be governed by and interpreted in accordance with the laws of \_\_\_\_\_.

Any dispute arising out of or in connection with this Agreement shall be resolved through good faith negotiations. If the dispute cannot be resolved, it shall be submitted to the competent courts of \_\_\_\_\_, unless otherwise agreed in writing by the Parties.

## **15. Amendments**

This Agreement may be amended only by a written document signed by both Parties.

## **16. Entire Agreement**

This Agreement constitutes the entire understanding between the Parties regarding its subject matter and supersedes all prior discussions, agreements, or understandings.

**17. Notices**

Any notice under this Agreement shall be given in writing and delivered to the addresses of the Parties specified above or to any updated address notified in writing.

**18. Assignment**

The Affiliate may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Company.

The Company may assign this Agreement to an affiliated entity or in connection with a merger, sale, or transfer of business.

**Signatures**

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

**Company**

**Affiliate**

**Name**

**Name**

**Date**

**Date**

**Signature**

**Signature**

\_\_\_\_\_

\_\_\_\_\_

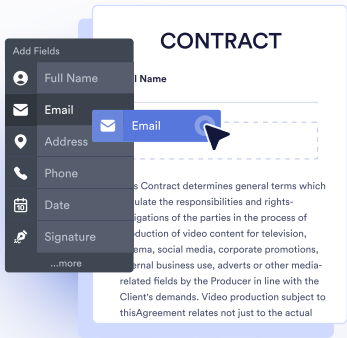


Thanks for using **Affiliate Contract Template!** To edit this PDF with **Jotform Sign**, sign up for a free Jotform account today.

[EDIT PDF](#)

## Learn More About Jotform PDF Products

Jotform offers powerful PDF solutions. Check them out below.



### JOTFORM PDF EDITOR

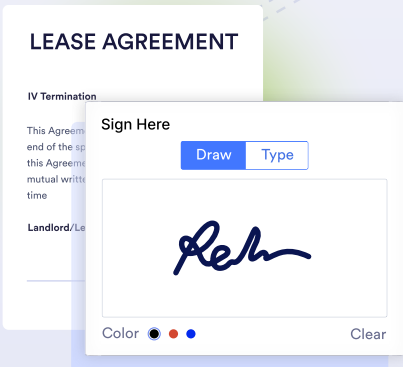
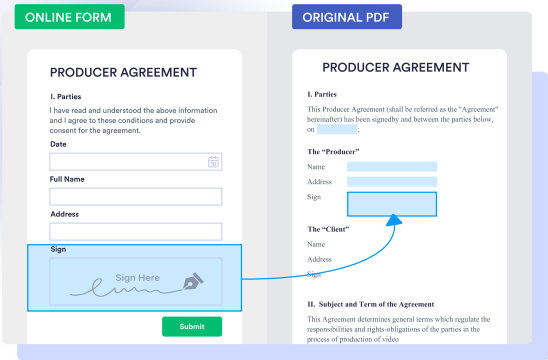
Turn form submissions into PDFs automatically — ready to download or save for your records.

[Go to PDF Editor >](#)

### SMART PDF FORMS

Convert your PDF files into online forms that are easy to fill out on any device.

[Go to Smart PDF Forms >](#)



### JOTFORM SIGN

Collect e-signatures with Jotform Sign to automate your signing process.

[Go to Jotform Sign >](#)

*These templates are suggested forms only. If you're using a form as a contract, or to gather personal (or personal health) info, or for some other purpose with legal implications, we recommend that you do your homework to ensure you are complying with applicable laws and that you consult an attorney before relying on any particular form.*