

## MERCHANT SITE AFFILIATE AGREEMENT

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ (*insert legal name of merchant*) (the "Merchant"), of \_\_\_\_\_ (*insert complete address including province & postal code*), and \_\_\_\_\_ (*insert legal name of supplier*) (the "Supplier"), of (*insert complete address including province & postal code*).

### WHEREAS:

- A. Merchant has established an interactive online computer shopping site/service/network (*delete inapplicable*) (the "Shopping Service") on which Merchant is able to sell products directly to consumers via the Internet and the World Wide Web; and
- B. The Supplier wishes to have its products (the "Products") included on and distributed through the Shopping Service.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

### 1. Grant of Rights and Supplier's Representations

Supplier grants to Merchant the following rights:

- (a) the world-wide right and license to market and sell the Products through the Shopping Service;
- (b) the world-wide right and license to use the Supplier's name, Products, trademarks, trade names and copyrights (all whether now owned or hereafter acquired) in connection with the Products, and images or representations of the Products, for all purposes in connection with the Shopping Service including, without limitation, the display and listing of the Products on the Shopping Service web site(s) and the promotion and advertising of the Shopping Service and the Products;
- (c) Supplier represents and warrants that it has the right, power and authority to enter into this Agreement and perform its obligations under it, and that the sale and listing of the Products on the Shopping Service will not violate any agreement, by which the Supplier is bound, or any applicable law or governmental regulation.

### 2. Term

The term of this Agreement shall commence on the date first above written and shall continue for \_\_\_\_\_ (*insert number*) years from the date hereof and any extension or renewal thereof (the "Term"). Upon expiry, the Term shall be automatically extended for a further \_\_\_\_\_ (*insert number*) year period, unless terminated by either party upon providing written notice to the other party no earlier than \_\_\_\_\_ days and no later than \_\_\_\_\_ (*insert number*) days prior to the expiration of the then current Term.