

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 State & postcode), and _____ (insert legal name of supplier) (the "Supplier"), of (insert complete address including State & postcode).

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 WITNESSETH 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.

3. Listing of Products with the Shopping Service

- (a) Supplier agrees to provide Merchant with all information and materials in connection with the Products and reasonably requested by Merchant (including, if available, photographs of the Products) and shall co-operate with and assist Merchant as required in the preparation of the display and listing of the Products on the Shopping Service. The accuracy of all Product descriptions and representations shall be the sole responsibility of the Supplier. Merchant will use its best efforts to ensure that the Product listings conform to the Supplier's instructions. Merchant shall have the sole right of use and ownership of the listing of the Products, including, without limitation, the software related thereto.
- (b) Upon receipt from Supplier of the information and materials set out in subparagraph (a) above, Merchant shall, in an expeditious fashion, commence with listing and marketing the Products on the Shopping Service.

- (c) All information, materials and photographs must be presented to Merchant by Supplier no later than ____ (*insert number*) days after the date this Agreement comes into effect.
- (d) If Supplier does not provide Merchant with all information, materials and photographs within the above-specified ____ (*insert number*) days, then all fees as agreed to in Section ____ (*insert number*) will be due and payable on expiration of the ____ (*insert number*) day period.

THIS IS A 4-PAGE FORM.