

# [NAME OF COMPANY] AFFILIATE PROGRAM

## AFFILIATE PARTICIPATION AGREEMENT

This Affiliate Agreement contains the complete conditions and terms that apply to a website's participation in the [Name of Company] Affiliate Program (the "Program"). As used in this Agreement, "[Name of Company]", "we", "us", and "our" refers to [Name of Company] and "you" means the Participant. "Site" means a website and, depending on the context refers to either our Site or to the Participant's Site.

### 1. Enrolment in Affiliate Program

To enrol in the Program, you will be required to submit a completed application. We will notify you by email to let you know if your application has been accepted. We may reject your application if we determine (at our sole discretion) that your Site is unsuitable for the Program.

### 2. Text & Graphic Links

You will be required to display on your Site a word or words, graphic image(s), or combination of words and images which are linked to our Site using an Affiliate URL provided by US ("Affiliate Link"). The content and style of these words and images will be provided by us. You may not modify any text, icon, content, tool, trademark, or any of our images in any way.

It is your sole responsibility to set up the Affiliate Link connecting your Site to the appropriate page on the [Name of Company] Site designated for that particular Affiliate Link, and ensure that the Affiliate Links are maintained in good working order.

### 3. Affiliate Tracking System

Participants can determine how much revenue their link has generated by logging into their account. This data is accessible using a unique user name and password login on the [Name of Company] site. The initial login will be provided by [Name of Company], however, the Participant has the ability to change the password at any time.

### 4. Referral Fees

Participants are paid a referral fee of \_\_\_% on product sales to third parties referred to our Site through one of the Participant's Affiliate Links. For a product sale to generate a referral fee, the customer must follow an Affiliate Link from the Participant's Site to the [Name of Company] Site, purchase the product using our automated ordering system, and remit full payment to us. We will pay referral fees on any products that are subsequently purchased or added to a customer's Shopping Cart, as long as you still are a Member, in good standing, of our Network. Products and Services that are entitled to earn referral fees under the rules set forth above are hereinafter referred to as "Eligible Services and Products."

We also pay referral fees on any product bought from our site by a customer referred by you for a period up to \_\_\_ days from the date of referral.

The referral fee is calculated as \_\_\_% of the Selling Price of Eligible Services and Products (as defined above). "Selling Price" means the price that we sell the Products for that are listed on our Web Site Store. The Selling Price **does not include** costs for shipping, handling, and taxes. We reserve the right to change Selling Prices at any time. Other commission rates may apply on Special Product Promotions that we may periodically establish.

### 5. Payment Schedule

Referral fees are paid to Participants in the Program on a quarterly basis. Within \_\_\_ days following the end of each calendar quarter, we send each Participant a cheque, by regular mail, for the referral fees earned on products that were shipped during that period, less any taxes that we are required by law to

withhold. However, if the fees payable to you for any calendar month are less than \$\_\_\_\_\_, we will hold those fees until the total amount due is at least \$\_\_\_\_\_ or until this Agreement is terminated (if earlier).