# Affiliate Agreement

This Affiliate Agreement (the “Agreement”) is entered into on [DATE OF AGREEMENT] at [COMPANY ADDRESS]

By and Between

[COMPANY NAME] a company (hereinafter referred to as the “Company”) incorporated and existing under the laws of [JURISDICTION OF COMPANY], having its registered office situated at [COMPANY ADDRESS]

And

[NAME OF AFFILIATE] (hereinafter referred to as the “Affiliate”) existing under the laws of [JURISDICTION OF AFFILIATE] having its registered address situated at [AFFILIATE ADDRESS], collectively called the "Parties."

WHEREAS, the Company wishes to collaborate with the Affiliate for the services elaborated in Exhibit A, under the terms of this Agreement.

The Parties agree as follows:

1. The Agreement will take force on the date of execution by the Company and acceptance by the Affiliate and shall renew at the end of the current calendar year and every year after that unless the parties decide otherwise according to the termination clause of this Agreement contained in clause 17 of this Agreement.
2. The Parties acknowledge that this Agreement is not a franchise agreement.
3. Subject to the terms and conditions of this Agreement, the Company grants access to the Affiliate to use its property for the furtherance of its business.
4. The Company has trade interests with third parties and reserves the right to amend this Agreement if so, required by such third parties.
5. The Affiliate shall protect the trademark, copyright, tradenames, and trade secrets that might be revealed to it for the purposes of this Agreement. Should the Affiliate find any infringement, it is responsible to report such infringement promptly to the Company to protect such rights.
6. The Affiliate agrees to not alter in any manner the copyrights, trademarks, or any other intellectual property of the Company.
7. The Affiliate shall bear the burden to carry out all duties agreed by it under this Agreement.
8. The Affiliate shall keep a record of its activities and furnish such reports upon request by the Company.
9. The Affiliate shall furnish the following records periodically at the end of every quarter:
   1. Sales generated
   2. Record of successful activities
   3. Progress report of ongoing activities
10. The Affiliate shall submit an annual plan to the Company stating, among other things, a plan of activities for the year, staff directed to those activities, its targeted objectives, and the success of its previous year's activities.
11. The Company agrees to not interfere in the way the Affiliate carries out its business activities, provided that;
    1. The Affiliate shall not make any false representation
    2. The conduct of the Affiliate shall promote the goodwill of the Company
    3. The Affiliate avoids deceptive business practices
    4. Its activities are consistent with this Agreement
12. The Company agrees to assist the Affiliate as long as the Affiliate is not in default status.
13. Unless otherwise provided in this Agreement, the Company shall not require the Affiliate to work in any specific setup or prohibit it from working with any specific person.
14. The payment for the services of the Affiliate shall be made according to the agreed terms, and a monthly billing report shall be prepared and paid by the 10th of every month.
15. All the payments shall be made in [CURRENCY]
16. The relationship between the Company and the Affiliate shall not be deemed as an employee or agent other than for the specific purpose of this Agreement. Neither party will incur any type of debt in the other party's name.
17. The Agreement will come to an end at the Agreement's expiration or at any time given that a thirty-day written notice shall be given to the other party.
18. Either party may opt out of this Agreement on the occurrence of;
    1. Breach of any term of this Agreement
    2. Bankruptcy or insolvency instituted by or against a party
    3. Misrepresentation made by any party
    4. In case of acting upon conflicting interests
19. Any dispute related to any term and condition of this Agreement should be tried under the laws of [JURISDICTION OF COMPANY].

The Agreement was executed on the date stated above.

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Affiliate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_