# Affiliate Agreement

**Purpose:** This Affiliate Agreement outlines the terms and conditions under which an affiliate (“Affiliate”) is authorized to market and promote the products or services of a company (“Company”) in exchange for commissions. This agreement ensures a mutual understanding of roles, responsibilities, compensation structure, and other operational details between the two parties.

## 1. Parties

This Agreement is made between **{companyName}**, a company organized and existing under the laws of {companyJurisdiction}, with its principal office located at {companyAddress} ("Company"), and **{affiliateName}**, with a primary address of {affiliateAddress} ("Affiliate").

## 2. Term

This Agreement commences on **{startDate}** and will remain in effect until {endDate}, unless terminated earlier in accordance with this Agreement.

## 3. Appointment

The Company hereby appoints the Affiliate as its non-exclusive affiliate to promote and market its products/services. The Affiliate agrees to promote the Company’s offerings using ethical practices and in accordance with applicable laws.

## 4. Commission and Payment

The Company agrees to pay the Affiliate a commission of **{commissionPercentage}%** on qualified sales originating via affiliate tracking links. Commissions will be paid {paymentFrequency}.

## 5. Promotional Methods

Acceptable promotional methods include but are not limited to:

{#promoMethods}

* {method}

{/promoMethods}

{^promoMethods} *No accepted promotional methods are currently defined in this agreement.*{/promoMethods}

## 6. Affiliate Obligations

* The Affiliate shall not make false or misleading claims about the Company or its products/services.
* The Affiliate must comply with all applicable advertising laws and regulations.
* The Affiliate is responsible for ensuring accurate tracking through affiliate links.

## 7. Termination

Either party may terminate this Agreement at any time with or without cause by providing written notice to the other party {terminationNoticePeriod} days in advance.

## 8. Confidentiality

Both parties acknowledge and agree to keep confidential all information exchanged that is reasonably understood to be confidential or proprietary in nature.

## 9. Limitation of Liability

The Company shall not be liable to the Affiliate for any indirect, special, or consequential damages, including but not limited to loss of profits, even if advised of the possibility of such damages.

## 10. Independent Contractor

The Affiliate is an independent contractor and nothing in this Agreement creates a partnership, joint venture, or employer-employee relationship.

## 11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of {governingLawState}.

## 12. Entire Agreement

This Agreement represents the entire understanding of the parties and supersedes all prior discussions, agreements, or representations.

## 13. Signatures

|  |  |  |  |
| --- | --- | --- | --- |
| **Party** | **Name** | **Title** | **Date** |
| {#signatures}{party} | {name} | {title} | {date}{/signatures} |