

# Affiliate Partnership Agreement

This Affiliate Partnership Agreement (the "Agreement") is made and entered into as of [Insert Date] (the "Effective Date"), by and between My Veteran Buddy, a Limited Liability Company organized and existing under the laws of the State of Texas, ("Company"), and [Affiliate Partner's Name], a [Insert Entity Type, e.g., individual/corporation/limited liability company] with its principal place of business at [Insert Address] ("Affiliate").

## Recitals

WHEREAS, the Company operates a service platform known as My Veteran Buddy, providing [briefly describe services, e.g., support and resources for veterans through monthly memberships];

WHEREAS, the Affiliate desires to promote the Company's services to its audience, customers, or network in exchange for compensation as set forth herein;

WHEREAS, the parties wish to establish a non-exclusive affiliate relationship under which the Affiliate will promote the Company's services using a unique promotional code, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### 1. Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below:

- "Affiliate Site" means any website, social media account, email list, or other digital or offline platform owned or controlled by the Affiliate used to promote the Company's services.
- "Affiliate Type" means the category of the Affiliate as selected below: (a) Local Business Affiliate (a business entity located within the Territory of an active Local Command); or (b) General Affiliate (any other individual or entity not affiliated with a specific Local Command, such as influencers or other promoters). The Affiliate Type determines eligibility for certain programs, including the Awards Program under Section 6.
- "Confidential Information" means any non-public information disclosed by one party to the other, including but not limited to business strategies, customer lists, financial data, marketing materials, and proprietary technology.
- "Local Command" means a designated geographic area or community organized by the Company, typically encompassing approximately 175,000 people, for which the Company establishes local operations and revenue goals. Each Local Command aims to achieve Phase 1 revenue establishment by securing active memberships from at least 15% of its population (approximately 26,250 members). The specific Local Command for a Local Business Affiliate, if applicable, is: [Insert Local Command Name and Details, e.g., "Dallas-Fort Worth Command, covering specified counties in Texas"].

- "Promo Code" means the unique alphanumeric code provided by the Company to the Affiliate for tracking referrals.
- "Qualified Referral" means a new customer who signs up for a monthly membership with the Company using the Promo Code, completes payment, and remains in good standing without cancellation or refund within the initial billing period.
- "Membership Fees" means the recurring monthly fees paid by Qualified Referrals for the Company's services, excluding taxes, refunds, chargebacks, or other deductions.
- "Intellectual Property" means trademarks, logos, copyrights, patents, trade secrets, and other proprietary rights owned by the Company.
- "Term" means the duration of this Agreement as defined in Section 7.
- "Territory" means, for Local Business Affiliates, the geographic boundaries of the assigned Local Command; for General Affiliates, there are no territorial restrictions unless otherwise specified by the Company.

## **2. Purpose**

The purpose of this Agreement is to establish the terms and conditions under which the Affiliate will promote the Company's services through the Promo Code, facilitating referrals of new customers in exchange for commission-based compensation. This Agreement creates an independent contractor relationship; nothing herein shall be construed as creating a partnership, joint venture, agency, or employment relationship between the parties.

## **3. Enrollment and Approval**

To participate, the Affiliate must submit an application to the Company, providing accurate information about its business, audience, promotional methods, and selecting its Affiliate Type (Local Business Affiliate or General Affiliate). The Company reserves the right, in its sole discretion, to approve or reject the application based on the selected Affiliate Type and other criteria. Upon approval, the Company will provide the Affiliate with the Promo Code, access to marketing materials, and, if applicable for Local Business Affiliates, confirmation of the assigned Local Command. The Affiliate may reapply if rejected, but the Company may terminate participation at any time for any reason upon notice. The Affiliate acknowledges that Local Business Affiliates must operate within an active Local Command and contribute to the Company's goal of achieving 15% membership penetration (approximately 26,250 active members) in that Local Command during Phase 1.

## **4. Promotional Code and Tracking**

4.1 The Company shall provide the Affiliate with a unique Promo Code to be used exclusively by the Affiliate for tracking Qualified Referrals.

4.2 The Promo Code shall remain valid during the Term and may be used by customers during sign-up for monthly memberships to receive any applicable discounts or incentives offered by the Company.

4.3 The Company will track all usage of the Promo Code through its internal systems, including sign-ups, payments, and cancellations. The Affiliate shall have access to a reporting dashboard or periodic statements to monitor performance, subject to the Company's privacy policies.

4.4 The Affiliate agrees not to alter, duplicate, or share the Promo Code without the Company's prior written consent.

## **5. Compensation**

5.1 The Affiliate shall receive a commission equal to twenty percent (20%) of the net Membership Fees collected from Qualified Referrals, calculated monthly after deductions for refunds, chargebacks, taxes, and processing fees.

5.2 Commissions shall be paid on a monthly basis, net thirty (30) days following the end of each calendar month, via [insert method, e.g., electronic transfer, check], provided the accrued amount exceeds [insert minimum, e.g., \$50.00]. Unpaid amounts below the minimum shall roll over.

5.3 The Company reserves the right to adjust commissions for fraudulent referrals, violations of this Agreement, or as required by law. All commission determinations by the Company shall be final, subject to good faith dispute resolution under Section 15.

5.4 The Affiliate is responsible for all taxes on commissions received, and the Company may issue IRS Form 1099 or equivalent if payments exceed applicable thresholds (e.g., \$600 annually in the U.S.).

## **6. Annual Affiliate Awards**

6.1 To incentivize performance among Local Business Affiliates, the Company shall conduct an annual contest (the "Awards Program") within each active Local Command for the top five (5) Local Business Affiliates based on the highest number of active Qualified Referrals (i.e., paying members) attributable to that Local Command as of December 31 each year. General Affiliates are not eligible for the Awards Program. The Awards Program is designed to support the Company's goal of achieving at least 26,250 active members per Local Command.

6.2 Prizes shall be awarded as follows:

- 1st Place: \$100,000
- 2nd Place: \$50,000
- 3rd Place: \$25,000
- 4th Place: \$10,000
- 5th Place: \$5,000

6.3 Winners shall be determined solely by the Company's tracking data for referrals within the specific Local Command, with ties resolved by earliest achievement date. The Company will notify winners by January 31 of the following year and pay prizes within thirty (30) days thereafter.

6.4 Participation in the Awards Program is automatic for all approved Local Business Affiliates but requires compliance with this Agreement. Prizes are non-transferable and subject to tax withholding as required by law; winners are solely responsible for reporting and paying taxes on prizes.

6.5 The Company reserves the right to modify or discontinue the Awards Program with thirty (30) days' notice, but accrued eligibility shall be honored.

## **7. Term and Termination**

7.1 This Agreement shall commence on the Effective Date and continue indefinitely until terminated as provided herein (the "Term").

7.2 Either party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other party.

7.3 The Company may terminate this Agreement immediately upon written notice in the event of a material breach by the Affiliate, including but not limited to: (a) engaging in deceptive, misleading, or fraudulent advertising; (b) violating applicable laws, including FTC disclosure requirements, anti-spam laws (e.g., CAN-SPAM Act), or data privacy regulations (e.g., GDPR, CCPA); (c) infringing the Company's Intellectual Property; (d) promoting competing services; or (e) any action that harms the Company's reputation.

7.4 The Affiliate may terminate immediately upon material breach by the Company, such as failure to pay undisputed commissions or provide functional Promo Code support.

7.5 For non-material breaches, the non-breaching party shall provide written notice specifying the breach, and the breaching party shall have thirty (30) days to cure (the "Cure Period"). If not cured, termination may proceed.

7.6 Upon termination: (a) the Promo Code shall be deactivated for new sign-ups; (b) the Affiliate shall cease all promotion and remove Company materials from its sites; (c) commissions on Qualified Referrals made during the Term shall continue to be paid for the duration of those memberships, unless termination is for cause by the Company, in which case all unpaid commissions are forfeited; (d) existing customers signed up via the Promo Code shall retain their memberships and any discounts without interruption; and (e) Sections surviving termination include 8 (Confidentiality), 9 (Intellectual Property), 10 (Indemnification), 11 (Limitation of Liability), 14 (Governing Law), and 15 (Dispute Resolution).

## **8. Affiliate Responsibilities**

8.1 The Affiliate shall actively promote the Company's services through ethical marketing channels, including but not limited to websites, social media, email, and events, in compliance with all applicable laws.

8.2 The Affiliate shall clearly disclose its affiliate relationship in all promotions (e.g., "#ad" or "affiliate link") as required by FTC guidelines.

8.3 The Affiliate shall not: (a) engage in spamming, unsolicited communications, or misleading claims; (b) use automated bots or software for referrals; (c) bid on Company trademarks in paid search; or (d) represent itself as an official Company representative.

8.4 The Affiliate represents and warrants that it has all necessary rights to perform its obligations and that its promotions will not infringe third-party rights.

## **9. Company Responsibilities**

9.1 The Company shall provide the Affiliate with marketing materials, guidelines, and support to effectively promote the Promo Code.

9.2 The Company shall maintain the functionality of the Promo Code, track referrals accurately, and provide periodic performance reports.

9.3 The Company represents and warrants that its services comply with applicable laws and that it will honor discounts for Qualified Referrals.

## **10. Intellectual Property**

10.1 The Company grants the Affiliate a limited, revocable, non-exclusive license to use approved Intellectual Property solely for promotion during the Term.

10.2 The Affiliate shall not modify, sublicense, or claim ownership of Company Intellectual Property. Upon termination, all licenses cease.

10.3 The Affiliate grants the Company a license to use its name and marks in promotional materials related to the partnership.

## **11. Confidentiality**

11.1 Each party agrees to hold the other's Confidential Information in strict confidence and not disclose it except as necessary for performance hereunder or as required by law.

11.2 Confidential Information excludes data that is publicly known, independently developed, or rightfully obtained from third parties.

11.3 Obligations survive termination for five (5) years.

## **12. Representations and Warranties**

Each party represents and warrants that: (a) it has full authority to enter this Agreement; (b) its performance will comply with all laws; and (c) it will not engage in conduct that could expose the other to liability. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **13. Indemnification**

The Affiliate shall indemnify, defend, and hold harmless the Company, its officers, directors, employees, and agents from any claims, losses, damages, or expenses (including reasonable attorneys' fees) arising from: (a) the Affiliate's breach of this Agreement; (b) violations of law in its promotions; or

(c) infringement of third-party rights by Affiliate content. The Company shall provide similar indemnification for claims arising from its services.

#### **14. Limitation of Liability**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. EACH PARTY'S TOTAL LIABILITY SHALL NOT EXCEED THE COMMISSIONS PAID OR PAYABLE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

#### **15. Governing Law and Dispute Resolution**

Parties agree to mediate any dispute or claim arising out of/or relating to this Agreement. All mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such an event, the parties shall agree upon an arbitrator and cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for Commercial Contracts. The decision of the arbitrator shall be final and non-appealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the mediation conference by notice to the other, and in such event, either party shall have the right to resort to court action. If either Party pursues enforcement of this Agreement or to obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party. Costs shall include, without limitation: attorney fees, expert witness fees, fees paid to investigators, and arbitration costs.

#### **16. Miscellaneous**

16.1 This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.

16.2 Amendments must be in writing and signed by both parties.

16.3 If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force.

16.4 Notices shall be in writing and delivered via certified mail or email with confirmation.

16.5 This Agreement may be executed in counterparts, including electronically, each of which shall be deemed an original.

16.6 The Affiliate is an independent contractor; no withholding for taxes or benefits applies.

16.7 Force Majeure: Neither party shall be liable for delays caused by events beyond its control, such as acts of God, war, or pandemics.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**My Veteran Buddy**

Signature: \_\_\_\_\_

Print Name of Signor: [Insert Name]

Title of Signor: [Insert Title]

Date: \_\_\_\_\_

**[Affiliate Partner's Name]**

Signature: \_\_\_\_\_

Print Name of Signor: [Insert Name]

Title of Signor: [Insert Title]

Date: \_\_\_\_\_

## Schedule A: Commission Structure

<b>Referral Type</b>	<b>Commission Rate</b>	<b>Payment Terms</b>	<b>Notes</b>
Monthly Membership	20% of Net Fees	Monthly, Net 30 Days	Applies to ongoing payments from Qualified Referrals; subject to deductions for refunds/chargebacks.

## Schedule B: Annual Awards Criteria

<b>Rank</b>	<b>Prize Amount</b>	<b>Criteria</b>	<b>Payment Timeline</b>
1st	\$100,000	Highest number of active Qualified Referrals as of 12/31	By Jan. 31 following year
2nd	\$50,000	Second highest	By Jan. 31 following year
3rd	\$25,000	Third highest	By Jan. 31 following year
4th	\$10,000	Fourth highest	By Jan. 31 following year
5th	\$5,000	Fifth highest	By Jan. 31 following year