

Affiliate Agreement

Supplier:	Triple-A-Way Ltd (also trading as Wellness4Women & Reflect, Grow & Heal) referred to as 'I', 'me' or 'my' in this Contract
Supplier's address:	Registered address: c/o Brealey Foster Accounts, 2-4 The Edwards Centre, Horsefair, Hinckley, LE10 0AN (UK)
Affiliate:	Referred to as 'you' or 'your' in this Contract
Commencement Date:	From acceptance of your application
Products and Services in respect of which Commission is payable:	All online memberships and courses as communicated to affiliates periodically.
Excluded products and services	none
Commission:	15% net sales price less cost of one of courses/events 15% net sales price less cost of monthly/annual membership fees.

This Contract is made up of the following:

- (a) The Commercial Details.
- (b) The Affiliate Terms and Conditions attached.

This Contract has been entered into on the date the affiliate application is accepted.

Affiliate Terms and Conditions

BACKGROUND

- A I am a Certified Life Coach and trainee Belief Coding® facilitator I wish to encourage the introduction of prospective clients to my business.
- B You are an individual who has contacts and or clients who may become prospective customers of mine.
- C I wish to appoint you (following successful application) to make introductions of prospective customers on the terms and conditions of this Contract.

THE PARTIES AGREE:

1 Definitions and interpretation

- 1.1 In this Agreement, unless the context requires otherwise:

Business Day	means a day other than a Saturday, Sunday or public holiday, on which clearing banks are open for non-automated commercial business in the U.K;
Commencement Date	the date specified in the Commercial details;
Commission	means the sum specified in the Commercial Details and payable in accordance with clause 6;
Contract	means the contract between you and me comprising the Commercial Details and these Terms and Conditions;
Data Protection Legislation	means all applicable legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications;
Intellectual Property	means copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights owned or used by me, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which

subsist or will subsist now or in the future in any part of the world.

Introduction

means the introduction of a Prospect by you to me in accordance with clause 4.1. Introduces and Introduced shall be interpreted accordingly;

Introduction Period

means, for each Prospect, the period starting on the date the Introduction is accepted by me and ending 60 days after that date.

Net Sale Price

means, in relation to any Contract, the invoiced price payable by the relevant Prospect less any of the following:

- (a) VAT;
- (b) any other sales taxes; and
- (c) any discounts, rebates or refunds given (or, as the case may be agreed to be given) by me.
- (d) Transaction costs e.g. stripe cost, transfer fees etc

party

The Supplier and the Affiliate are each a party to this Contract and together the Supplier and the Affiliate are the parties.

Price

means the full gross price invoiced under a Prospect Contract;

Products and Services

means the products and services that I supply;

Prospect

means a prospective person or company Introduced by you who is not or has not been a customer of mine and is not or has not been in negotiations with me to purchase the Products and Services and is not already on my email list;

Prospect Contract

means a contract for the supply of Products or Services in respect of which Commission is payable (as specified in the Commercial Details) between me and a Prospect entered into following an Introduction;

Term

has the meaning given in clause 2;

VAT

means United Kingdom value added tax as defined by the Value Added Tax Act 1994 or any other tax

imposed in substitution for it and any equivalent or similar tax imposed outside the United Kingdom.

1.2 In this Contract:

- 1.2.1 a reference to this Contract includes the Commercial Details and any schedules;
- 1.2.2 a reference to 'writing' or 'written' includes email; and
- 1.2.3 a reference to any English action, remedy, court, legal document, legal status or legal concept shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which is closest to the English equivalent in that jurisdiction.

2 Commencement and Term

This Contract commences on the Commencement Date and shall continue in full force until terminated in accordance with clause 10 (the Term).

3 Appointment and scope

- 3.1 I appoint you on a non-exclusive basis to make Introductions during the Term upon the terms and conditions of this Contract, and you accept the appointment.
- 3.2 I shall have the right to appoint other persons as affiliates for the Products and Services during the Term.
- 3.3 You shall have no authority to:
 - 3.3.1 obtain orders from; or
 - 3.3.2 enter into or conclude contracts with,any person or company for sales of the Products and Services.

4 Your rights and duties:

- 4.1 During the Term, you shall:
 - 4.1.1 make Introductions where appropriate using your designated affiliate links;
 - 4.1.2 keep and maintain adequate records of Introductions and Prospects;
 - 4.1.3 act diligently and in good faith towards me and the Prospects; and
 - 4.1.4 comply with:
 - (a) all relevant laws, legislation, regulations, regulatory policies, guidelines and industry codes; and
 - (b) all reasonable directions and instructions from me regarding this Contract and Introductions from time to time;
- 4.2 During the Term you shall not:

- 4.2.1 take part in any negotiations between me and any Prospects regarding the Products and Services;
- 4.2.2 enter into any settlement or compromise with Prospects regarding the Products and Services;
- 4.2.3 incur any obligation on my behalf;
- 4.2.4 make any statement or give any warranty or guarantee in respect of the Products and Services without my express prior written consent; or
- 4.2.5 do anything which shall harm my reputation.

5 My rights and duties

5.1 During the Term I shall use reasonable endeavours to:

- 5.1.1 supply you with information regarding the Products and Services as I see fit;
- 5.1.2 notify you of any relevant or material changes made to the Products and Services, from time to time; and
- 5.1.3 act in good faith towards you.

5.2 I may at any time:

- 5.2.1 add or withdraw the Products and Services in whole or in part; or
- 5.2.2 change the price or specification of any of the Products and Services.

6 Commission

6.1 I shall pay you a Commission in respect of the first Prospect Contract for each Prospect concluded during the Introduction Period, provided always that:

- 6.1.1 the Prospect has been introduced by you;
- 6.1.2 such Contract has been unconditionally entered into by both me and the Prospect; and
- 6.1.3 I have received the Price of the Contract unconditionally and in full from the Prospect and any applicable cancellation or refund period has passed.

6.2 For the avoidance of doubt, no commission shall be payable in respect of:

- 6.2.1 any payment received by me which is made by the fraudulent and/or criminal use of a credit card; or
- 6.2.2 any payment on a credit card being declined or a cheque being returned; or
- 6.2.3 if a customer receives a refund for a product or service

and where a Commission payment has been made to you in relation to such payments, the amount of such Commission shall be deducted from subsequent Commission payable to you and if no further

Commission payments are payable to you, you shall repay such Commission payments to us on demand.

- 6.3 Only one affiliate shall be entitled to a Commission payment per Prospect accepted. If two affiliates refer the same Prospect, the affiliate who Introduced the Prospect to me first shall be entitled to the Commission should the Prospect enter into a Prospect Contract. The cookies last for 60 days on a last click basis.
- 6.4 Where a Prospect subscribes for any additional Products or Services after the first Prospect Contract, Commission will not be payable to you in respect of such additional Products or Services.
- 6.5 You can obtain a statement setting out the sums payable and other information on the affiliate website.
- 6.6 You shall bear all your expenses in performing your obligations under this Contract.
- 6.7 Each party shall keep records of the matters referred to in this Contract, during the Term and for six years from its termination.

7 Taxes and duties

- 7.1 Any Commission paid to the Affiliate under clause 6 shall be inclusive of Affiliate's VAT, sales or other taxes or duties applicable for the time being prescribed by law by any authority in or outside the United Kingdom. You remain responsible for your own tax liabilities in full and indemnify me against any costs, awards, and losses, incurred in the event of a challenge.

8 Invoicing and payment

- 8.1 Payment is due after 30 days have passed subject to 6.1 and shall be paid on the next 1st of the month in accordance with the records obtained from my website.
- 8.2 Payments are made by Paypal and it is your responsibility to notify me of this information and ensure that the information is correct.
- 8.3 Payment is only due once you have amassed at least £15 GBP in commission or the arrangement has been terminated under clause 10.

9 Limitation of liability

- 9.1 The extent of the parties' liability under this Contract shall be as set out in this clause 9.
- 9.2 The parties agree that the limitations in this clause 9 are reasonable given each party's respective commercial positions and their ability to obtain insurance in respect of the risks under this Contract.
- 9.3 Subject to clause 9.6, my total liability shall not exceed the total Commission payable to you under this Contract.
- 9.4 Subject to clause 9.6, I shall not be liable for consequential, indirect or special losses or for any of the following (whether direct or indirect): loss of profit; business interruption; loss of opportunity; or harm to reputation or loss of goodwill.

9.5 Except as expressly stated in this Contract, and subject to clause 9.6, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

9.6 Notwithstanding any other provision of this Contract, the liability of the parties shall not be limited in any way in respect of the following:

9.6.1 death or personal injury caused by negligence;

9.6.2 fraud or fraudulent misrepresentation;

9.6.3 any other losses which cannot be excluded or limited by applicable law.

10 Termination

10.1 This Agreement may be terminated by either party giving a minimum of four weeks' notice in writing to the other party.

10.2 Either party may terminate this Contract at any time by giving notice in writing to the other party if the other party commits a material breach of this Contract.

10.3 On termination or expiry of this Contract you shall return or (at my request) destroy any of my Confidential Information or other property or materials in your possession or control and certify in writing to me that this has been done.

10.4 Termination or expiry of this Contract shall not affect any accrued rights and liabilities of either party at any time up to the date of termination.

10.5 Termination of this Contract for whatever reason shall not operate to affect any provisions that expressly or by implication survive termination.

11 Intellectual Property

11.1 The Intellectual Property used in connection with the Products and Services is my property.

11.2 Unless explicitly confirmed by me in writing, or expressly provided in the Contract, you shall have no right to use or to allow others to use my Intellectual Property or any part of it.

11.3 You shall not use any intellectual property which resembles my Intellectual Property and which would therefore be likely to confuse or mislead the public or any section of the public.

12 Confidential Information

12.1 You agree that you shall keep any information that is confidential in nature concerning me and my business, including any details of my customers, clients, suppliers, finances, plans or strategy (Confidential Information) confidential and that you shall not use or disclose my Confidential Information to any person, except as permitted by clause 12.2.

12.2 You may:

12.2.1 disclose any Confidential Information as may be required by law, any court, or any governmental, regulatory or supervisory authority; and

12.2.2 use Confidential Information only to perform any obligations under this Contract.

12.3 You shall indemnify and hold me harmless from and against any losses, damages, liability, costs (including legal fees) and expenses which I may incur or suffer as a result of or arising from any breach by you of your obligations under this clause.

12.4 You will not use any Confidential Information for profit or for your own benefit in any way.

12.5 The provisions of this clause 12 shall survive for a period of 5 years from termination of this agreement.

13 Data protection

13.1 Each party shall comply with its respective obligations, where applicable, under the **Data Protection Legislation**, which means: all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and under the **UK Data Protection Legislation**, which means: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018.

13.2 You acknowledge and agree that you will regularly disclose to me personal data collected by you from Prospects and that I shall use that personal data to contact the Prospects regarding my Products and Services. You shall:

13.2.1 ensure that you have all necessary consents and notices in place to enable lawful transfer of this personal data to me; and

13.2.2 give full information to any data subject whose personal data may be processed under this Contract of the nature of that processing. This includes giving notice that personal data relating to them may be retained by me or, as the case may be, my successors and assigns.

13.3 You shall indemnify me against all claims and proceedings and all liability, loss, costs and expenses incurred by me as a result of any claim made or brought by a data subject or other legal person in respect of any loss, damage or distress caused to them as a result of any breach by you of the Data Protection Legislation, UK Data Protection Legislation or this clause by you, your employees or agents.

14 Dispute resolution

14.1 Any dispute arising between the parties out of or in connection with this Contract shall be dealt with in accordance with the provisions of this clause 14.

14.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

14.3 The parties shall use all reasonable endeavours to reach a negotiated resolution to the dispute.

14.4 Any dispute or claim arising out of or relating to this Contract, or its breach, shall be decided by the Courts of England and Wales.

15 Non-disparagement

- 15.1 If there is a dispute between us, you agree not to make any negative or critical comments about our services publicly, or to communicate with any other individual, company or entity in a way that disparages the services or harms our reputation in any way, including on social media.

16 Entire agreement

- 16.1 The parties agree that this Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or otherwise in respect of its subject matter.
- 16.2 Each party acknowledges that it has not entered into this Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Contract.
- 16.3 Nothing in this Contract attempts to limit or exclude any liability for fraud.

17 No partnership or agency

- 17.1 The parties are independent contractors and are not partners, principal and agent or employer and employee and this Contract does not establish any joint venture, trust, fiduciary, agency or other relationship between them. Neither of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

18 Waiver

- 18.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Contract shall operate as a waiver of that right, power or remedy, nor shall it restrict any future exercise of that or any other right, power or remedy.

19 Governing law

- 19.1 The laws of England and Wales will apply to this Contract.