

Affiliate Agreement w/ Simone Sauter PR Coaching

Last Update: February 29, 2024

The following document serves as an Affiliate Agreement (referred to as the "Agreement") utilized by Simone Sauter PR Coaching (referred to as the "Company") to facilitate individuals or entities in promoting the Company's digital products, courses, and programs. In return, affiliates are eligible to receive a commission for sales generated through their efforts. This Agreement establishes the terms and conditions governing the relationship between the Company and the affiliate (referred to as the "Affiliate") agreeing to promote the Company's offerings.

PROMOTIONAL ACTIVITIES

Affiliates are granted the flexibility to promote the Company's programs according to their discretion, as long as they adhere to any guidelines established by the Company within this Agreement or through provided promotional resources. Additionally, affiliates commit to promoting the programs with honesty and integrity, refraining from making deceptive statements to drive sales or violating any laws applicable within their jurisdiction.

COMMUNICATION PROTOCOL

The Affiliate commits to maintaining an active email address for payment purposes. It is the Affiliate's responsibility to ensure the accuracy of their contact information. The Company will endeavor to make payments to the Affiliate within six months using the provided information. If the Company is unable to reach the Affiliate within this timeframe despite reasonable efforts, the Affiliate forfeits any outstanding payments. Additionally, the Affiliate agrees to receive emails related to the affiliate program.

COMMISSION AND COMPENSATION

The Company will furnish the Affiliate with a unique tracking link for promoting its programs, and in return, the Affiliate will receive a fee, referred to as "Commission," for each sale attributed to their unique link.

Tracking of sales is automated through the Company's marketing system, ensuring accuracy. **It's imperative that affiliates utilize the correct link provided by Simone Sauter PR Coaching to ensure proper compensation, as compensation is directly and exclusively tied to the use of this specific link. No commission will be paid if**

Affiliate fails to use the unique link provided by Company. Affiliates will not receive commissions for self-referrals.

Upon approval as a member of the Simone Sauter PR Coaching Affiliate Program, affiliates will gain access to an exclusive Affiliate dashboard on Thrivecart.com, providing pre-made affiliate links with unique ID numbers. **Commissions for sales of digital products and courses will be 30% of the gross revenue, while programs and services that require Company's time (such as e.g. consulting calls and premium private consulting packages) will yield a 10% commission.**

Affiliates acknowledge that the Company reserves the right to modify commission structures, with updated commissions applicable to subsequent sales. Affiliates commit to providing any necessary tax information requested by the Company to maintain their relationship.

PAYMENT PROCEDURES

The Company will remit commissions via PayPal within fourteen (14) days of the transaction. In cases where an affiliate earns commissions on a program with an installment agreement or payment plan, the Company will disburse the affiliate's commissions in installments corresponding to the payment schedule selected by the student. For instance, if an affiliate earns a 30% commission on a €495 sale, where the student opts for three equal installments of €165 each, the affiliate will receive their €148,50 commission in three equal installments of €49,50 each. However, the Company reserves the right, at its sole discretion, to opt for a single lump sum payment of the commission instead.

REFUND POLICY

The Company reserves the right to issue refunds to customers at its discretion. In the event of a refund, affiliates will not be entitled to receive commissions on the refunded sales.

CHARGEBACK POLICY

The Affiliate acknowledges and agrees that the Company retains the right to recover from the Affiliate any commissions previously paid that were refunded as a result of chargebacks or other exceptional circumstances leading to a refund.

TERMINATION CLAUSE

The Company reserves the right to terminate this Agreement at any time. In the event of termination, the Company will promptly remove any affiliate links, and the

Affiliate agrees to discontinue any further promotion or use of the materials provided by the Company.

PROMOTIONAL RESOURCES

The Company has the option to furnish affiliates with graphics, templates, promotional copy, and other resources (referred to as "Resources") for promoting the Programs. These Resources may contain proprietary design elements owned by the Company. Affiliates are granted a revocable, non-exclusive license to utilize these Resources exclusively for promoting the Program under this Agreement. Distribution of the Resources to third parties is strictly prohibited.

INDEPENDENT CONTRACTOR STATUS

This Agreement does not establish a partnership, joint venture, employment, or agency relationship between the parties. The Affiliate acknowledges that they are an independent contractor and bears responsibility for their own taxes on any commissions earned.

LIABILITY AGREEMENT

The Affiliate agrees to release the Company from any liability or losses incurred by individuals due to their involvement in the affiliate program. Furthermore, the Affiliate acknowledges that the Company shall not be held accountable for any form of damages, whether direct, indirect, special, incidental, equitable, or consequential, arising from the use of the Program.

INDEMNIFICATION CLAUSE

The Affiliate agrees to indemnify, defend, and protect the Company, along with its officers, directors, employees, agents, and third parties, against any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) arising from the Affiliate's promotional activities, participation as an affiliate, or violation of the terms of this Agreement, as well as any breaches of applicable laws, rules, or regulations.

OMISSION CLAUSE

No waiver of any default by any party or parties to this Agreement shall be inferred from any omission by a party or parties to take action regarding such default. If such default persists or recurs, any express waiver shall not impact any default other than the one specified in the waiver, and solely for the time and extent outlined therein.

RESTRICTIONS OF TRANSFER

The Affiliate is expressly prohibited from transferring or assigning this Agreement without obtaining prior express written consent from the Company.

UNFORESEEN CIRCUMSTANCES PROVISION

The Company shall not be held liable or considered in default of this Agreement for any failure or delay in fulfilling its obligations due to circumstances beyond its reasonable control. Such circumstances encompass acts of God, natural disasters, governmental actions, war, terrorism, civil unrest, epidemics, labor disputes, transportation disruptions, or power outages.

INVALID PROVISIONS

In the event that any part of the Agreement is found to be invalid or cannot be enforced, that specific part will be removed from the Agreement. However, the rest of the Agreement will still be valid and can be enforced. The invalid part won't affect the other parts of the Agreement that are still valid.

CHANGES TO AGREEMENT

The Company reserves the right to amend the terms of this agreement at its discretion. The Affiliate will be notified via email of any modifications made by the Company, which may include adjustments to commission rates, payment procedures, and Affiliate Program rules. If any modifications are deemed unacceptable by the Affiliate, their only recourse is to terminate this Agreement and discontinue the use of their Affiliate link. Continued participation in the program by using the Affiliate link implies acceptance of the changes. All modifications will be communicated to affiliates through the email address provided.

APPLICABLE LAW, COMPETENT COURT, AND DISPUTE RESOLUTION

1. This Agreement is covered by the internal laws of the Netherlands, and the civil court in the city of Groningen is competent to hear any claim that may arise out of these Terms.

2. Subject to the provisions of these Terms regarding applicable law and competent court, Affiliate and Company agree not to commence any legal proceeding with respect to any dispute that may arise out of these Terms. Affiliate and Company agree to take the following steps in the event of a dispute, conflict or disagreement ("Dispute").

(a) The Party who claims first there is a dispute will send the other Party a written notice setting out the nature of this dispute.

(b) Affiliate and Company will attempt to resolve the dispute through direct negotiation among themselves, or by persons who have been assigned by both Company and Affiliate to resolve the dispute.

ENTIRE AGREEMENT CLAUSE

This Agreement constitutes the complete agreement between the parties regarding the subject matter and overrides any previous written or oral agreements between them. No changes or modifications to this Agreement shall be valid unless they are made in writing and signed by both parties.