**AFFILIATE PROGRAM AGREEMENT**

The Affiliate Program Agreement (referred as the “Agreement”) is entered and made effective on [INSERT COMPLETE DATE OF THE EFFECTIVITY OF THE AGREEMENT] (referred to as the “Effective Date”).

BY AND BETWEEN

[INSERT THE NAME OF THE COMPANY](referred to as the “Company”) a [INSERT THE TYPE OF BUSINESS OF THE COMPANY, EX. CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP] duly formed under the [SPECIFY UNDER WHAT LAW THE ENTITY IS REGISTERED] and the primary place of business is located at [INSERT THE COMPLETE LOCATION OF THE COMPANY, INCLUDING ITS CITY, STATE AND ZIP CODE].

AND

[INSERT THE AFFILIATE COMPANY’S NAME] (referred to as the “Affiliate Company”) a [INSERT THE TYPE OF BUSINESS OF THE AFFILIATE COMPANY, EX. CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP] duly formed and under the [SPECIFY UNDER WHAT LAW THE ENTITY IS REGISTERED] and the primary place of business is located at [INSERT THE COMPLETE LOCATION OF THE COMPANY, INCLUDING ITS CITY, STATE AND ZIP CODE].

The Company and the Affiliate Company are hereby referred to as the “Parties” in this Affiliate Program Agreement.

WHEREAS:

1. That the Company is a Company that is engaged in [INSERT THE INDUSTRY OF THE COMPANY].
2. The Company wishes to tie up with an affiliate Company in order to [INSERT THE REASON WHY THE COMPANY WANTS TO TIE UP WITH THE AFFILIATE COMPANY].
3. The Affiliate Company is an entity which provides [INSERT THE NATURE OF SERVICES OF THE AFFILIATE COMPANY].
4. That the Company wishes to tie up with the Affiliate Company for [INSERT THE REASON WHY THE COMPANY WANTS TO TIE UP WITH THE AFFILIATE COMPANY].
5. The Company wants to make a deal with the Affiliate Company.
6. The Affiliate Company sets its business terms and conditions.
7. Both parties have come into terms for this Affiliate Program Agreement.

NOW, THEREFORE, with consideration to the mutual covenants and promises of the parties stipulated herein on this Affiliate Program Agreement, the Parties hereby adhere to the following:

**TERMS AND DEFINITIONS**

The following are the terms used in this Agreement including their definitions and corresponding interpretations:

1. **Affiliate Company** - shall mean a Company which is attached or is connected to another Company in order to carry out a specific task.
2. **Scope of Work** - shall mean the entirety of all the services to be rendered by both parties. It would also mean the specific duties of the Affiliate Company and the Company.
3. **Schedule** - shall mean the time frame of the work to be performed by both parties.
4. **Delivery** - shall mean the turnover of the work or executing or performing the specific duty or task to the other party.
5. **Variations** - shall mean any modifications made and or any amendments made into this Agreement.
6. **Specifications** - shall mean the details incorporated in the work by the parties.
7. **Intellectual Property Rights** - shall mean the trademark, copyright or patent owned by either the Company or the Affiliate Company.
8. **Period** - shall mean the time frame of this agreement or the time schedule of any payment made by either party.

**OVERVIEW**

This Affiliate Program Agreement is drafted and created by both [INSERT THE NAME OF THE COMPANY] and [INSERT THE NAME OF THE AFFILIATE COMPANY] in regard to the agreed conditions and subject of the photography services. This Affiliate Program Agreement is also drafted and created by both parties in order to formalize the terms and conditions of both parties. In case of breach of this Affiliate Program Agreement, the party that is liable will be subject to the conditions of this Agreement. Therefore, this Affiliate Program Agreement will be regarded as the binding law of the parties

**NATURE OF BUSINESS AGREED BY BOTH PARTIES**

The Company and the Affiliate Company agree to adhere to the provisions of the Affiliate Program Agreement on the following nature of products and or services agreed:

1. That the Affiliate Company is an expert in the field of [INSERT THE SPECIFIC INDUSTRY OF THE AFFILIATE COMPANY] and is giving support and assistance to [INSERT THE NAME OF THE COMPANY] in order to [INSERT THE REASON WHY THE COMPANY NEEDS THE AFFILIATE COMPANY].
2. The Affiliate Company may provide expert and intellectual suggestions to the Company in order to carry out such tasks.
3. The Affiliate Company’s role is to coordinate with the Company in order to carry out successfully the [INSERT THE REASON WHY THE COMPANY NEEDS THE AFFILIATE COMPANY].
4. The execution or the performance of the work must be done in the place that is specified on this agreement which is located at [INSERT COMPLETE LOCATION INCLUDING ITS CITY, STATE AND ZIP CODE].
5. Communication is the key in the success of this Affiliate Program Agreement.

**DUTIES AND RESPONSIBILITIES OF [INSERT THE NAME OF THE COMPANY]**

The following are the duties and responsibilities of [INSERT THE NAME OF THE COMPANY]:

1. The Company is responsible with communicating to the Affiliate Company any specifications of the job or work to be performed.
2. The Company is responsible with communicating to the Affiliate Company any details that shall be incorporated to the work done.
3. The Company shall be responsible in approving and or denying any suggestions given by the Affiliate Company.
4. The Company shall be responsible in paying the Affiliate Company a just compensation.
5. The Company shall be responsible in paying the Affiliate Company on a timely basis.

**DUTIES AND RESPONSIBILITIES OF THE [INSERT THE NAME OF THE AFFILIATE COMPANY]**

The following are the duties and responsibilities of [INSERT THE NAME OF THE AFFILIATE COMPANY] which he should adhere:

1. The Affiliate Company who is an expert in this field of [INSERT THE NAME OF THE INDUSTRY] shall make suggestions to the Company in order to execute [INSERT THE REASON WHY THE COMPANY NEEDS THE AFFILIATE COMPANY].
2. The Affiliate Company shall be responsible in communicating any issues that may arise during the course of executing this Affiliate Program Agreement.
3. The Affiliate Company shall be responsible in educating the Company on the pros and cons of some certain actions that will be executed.

**Compensation**

For this Affiliate Program Agreement, the Company agrees to compensate the Affiliate Company of the work and services delivered for the total amount of [INSERT COMPENSATION AMOUNT] on [INSERT THE COMPLETE DATE WHEN THE COMPANY SHOULD PAY THE AFFILIATE COMPANY].

The Payment of the Company to the Affiliate Company will be subject to other changes and or agreement by the parties.

**Payment**

In paying the Affiliate Company on the fees due, the Company must consider the following:

1. The Affiliate Company must send an invoice with its corresponding terms and conditions to the Company on [INSERT WHEN THE AFFILIATE COMPANY SHOULD SEND AN INVOICE TO THE COMPANY].
2. Within [INSERT THE PERIOD WHEREIN THE COMPANY MUST PAY THE AFFILIATE COMPANY] after receiving the invoice from the Affiliate Company, the Company must pay the Affiliate Company not later than [INSERT HOW MANY DAYS THE COMPANY IS ALLOWED TO PAY THE AFFILIATE COMPANY].
3. In instances wherein the Company shall incur delay in paying the Affiliate Company, a penalty of [INSERT THE AMOUNT OF THE PENALTY LEVIED IN THIS AGREEMENT] must be paid.
4. In paying the fee to the Affiliate Company, the payment may be made through; (a) Check - provided that the check is not postdated, in the instance that the check is postdated, the Company must inform the Affiliate Company first and the Affiliate Company must give its acknowledgement to the Client; (b) Cash - which can also be understood as bank transfer if the amount is huge and as agreed by the parties and or Cash delivered to the Affiliate Company.
5. It is to be understood that bonds and trust deposits are not considered as payment by the Company to the Affiliate Company.
6. The payment of a penalty if there is any, shall form part of the next payment of the Company to the Affiliate.

If there are any expenses incurred other than the stipulated services in the course of business by both Parties, the other expenses will be shouldered by [INSERT THE PARTY WHICH WILL BEAR ALL THE OTHER EXPENSES INCURRED IN RUNNING THE BUSINESS].

**TAXES**

During the course of the Affiliate Program Agreement between the Company and the Affiliate Company, the [INSERT THE PARTY WHO WILL PAY THE TAXES INCURRED IN THE COURSE OF THE BUSINESS] will pay the imposed taxes.

**DELIVERY OF THE WORK AND OTHER SERVICES**

Both Parties must be able to deliver to the other what is due. Both parties must be able to deliver the work and other services required within the time frame set. The time schedule as stipulated is [INSERT THE TIME FRAME OF THE PARTIES FOR ANY PRODUCT OR ANY SERVICES THAT THEY HAVE TO DELIVER TO THE OTHER PARTY].

In the event there is a delay in the performance of the task, the following measures are to be followed:

1. A notification of the delay will be delivered to either party who caused the delay.
2. A response within [INSERT HOW MANY DAYS MUST BE RESPONDED BY THE PARTY WHO CAUSED THE DELAY] must be sent to the party who gave the notification.
3. If the Company caused the delay in paying the Affiliate Company of the just compensation and any other charges, in addition to what is due, the Company must pay the imposed penalty.
4. If the party who caused the delay will not respond within the time specified, the act will be considered as in default and legal actions may commence.

**TERM AND TERMINATION TO THIS AGREEMENT**

This Agreement will have a term of [INSERT NUMBER] [INSERT PERIOD] starting from the Effective Date mentioned. Within the term, all the stipulations on this Agreement shall continue to take effect up until the term ends or any of the Party seeks earlier termination of this Agreement.

The following circumstances will be considered by the Parties as reasonable causes for the termination of this Agreement earlier than the expected date of termination:

1. The Affiliate Program Agreement shall be terminated in the event that one party will cease in continuing such.
2. The Affiliate Program Agreement shall be terminated in the instance when one party provides fraudulent documents to the other party, deceiving the other party in order to do such work.
3. The Affiliate Program Agreement shall be terminated when an Act of God or Act of man is happening and that neither party will be able to carry out such tasks assigned to them.
4. The Affiliate Program Agreement shall be terminated in the instance that one party failed to carry out its task.
5. The Affiliate Program Agreement shall be terminated in the instance that there is an impossibility of carrying out the respective obligations of the Company and of the Affiliate Company.

Once this Contract is terminated, the Company is obliged to complete the payment of the compensation to the Affiliate Company for all the services and products delivered up to the termination date of this Contract.

**RENEWAL OF THE AFFILIATE PROGRAM AGREEMENT**

In the automatic renewal of this Agreement, the following measures are to be taken by the Parties:

1. A negotiation must take place between the Affiliate Company and the Company.
2. An assessment must be made prior to the renewal of the Contract.
3. If the assessment is within the expectation of both parties, parties may already draft a new contract for its renewal or a continuation of the existing contract.

In the event one of the measures is not performed by either Party, the Affiliate Program Company will not be renewed.

**CONFIDENTIALITY AND NON-DISCLOSURE**

Unless otherwise agreed to in advance and in writing, both Parties will not disclose, share, publish, assign, or sell any confidential Information to any third party about the business that they are engaged in and any confidential information of the other party.

The Parties of this Affiliate Program Agreement are the only entities entitled to the use of the information provided and shared through this Agreement.

**REPEALING CLAUSE**

In the event that there are changes made to this Affiliate Program Agreement, either Party who made the changes must provide the variations in writing and notify the other party for [INSERT HOW MANY DAYS THE NOTIFICATION WILL LAST].

Any changes made verbally will not be honored but will retroact to the original provisions to this Affiliate Program Agreement.

**WARRANTIES AND DISCLAIMERS**

[INSERT THE NAME OF THE AFFILIATE COMPANY] warrants the following for this Agreement:

1. The work and other services rendered by the Affiliate Company to the Company are from the originality and system of the Affiliate Company.
2. The products and other equipment used in doing the work and other services are genuine and is authenticated by the Affiliate Company.
3. The work and other services being delivered by the Affiliate Company to the Company is only between the parties and that there is no other third party involved in the creation of such.
4. The Affiliate Company warrants that it would not infringe any other rights of other parties.

**INTELLECTUAL PROPERTIES**

The Parties are in agreement that the [INSERT THE NAME OF THE PARTY WHO WILL OBTAIN THE INTELLECTUAL PROPERTY RIGHTS] shall obtain all the Intellectual Property rights of the products and or services being produced by [INSERT THE NAME OF THE PARTY WHO PRODUCES SUCH WORKS] including, but not limited to, the rights on copyright and trademark.

**LIMITATION OF LIABILITY**

Neither the [SPECIFY THE NAME OF THE COMPANY] nor the [SPECIFY THE NAME OF THE AFFILIATE COMPANY] or any party who had a hand in the production and the delivery of the products and or services will be liable for any incidental, indirect, or consequential damages resulting from or relevant to the performance, the use or the inability thereof on the products and or services created and delivered. [INSERT OTHER INFORMATION AS TO THE LIABILITY OF THE PARTIES AND THE LIMITATION AGREED UPON BY THE PARTIES].

**INDEMNIFICATION**

The [INSERT THE NAME OF THE PARTY WHO WILL INDEMNIFY] concedes to indemnify, protect and to defend the [INSERT THE NAME OF THE OTHER PARTY] against any damages, claims, lawsuits and costs that may arise pertaining to the products and or services which include legal fees as a result of the any act that may be done by [INSERT THE NAME OF THE RESPONSIBLE PARTY].

**RELATIONSHIP OF THE PARTIES**

The Parties are independent contractors of one another and are not in any way connected with each other in terms of employment relations. Either Party cannot claim any benefits that a normal employee may enjoy. It is also understood that this Affiliate Program Agreement is not in any way a joint venture.

**FORTUITOUS EVENTS**

Either Party shall be excused from any delay or failure in performance required if caused by reason of acts of God such as fire, floods, earthquake, typhoons, hurricanes and other acts of nature and if the failure of performance is caused by the reason of acts of man such as war, riots, revolution and other circumstances and or events that though may be foreseen no human being can control or stop the event from happening.

The obligation of the Parties are extended on a day to day basis for the time period equal to the existence of such events. When such circumstances have stopped, normal business will resume.

**ASSIGNMENT OF RIGHTS**

Both [INSERT THE NAME OF THE COMPANY] and [INSERT THE NAME OF THE AFFILIATE COMPANY] are not authorized to assign or to transfer any of its rights or obligations as specified on this Agreement to any third party without the consent and the approval of the other.

**NOTICES**

All the written notices, requests, or demands that is necessary for this Contract shall be delivered to the requesting or the demanding party through [INSERT METHODS OF DELIVERY AS AGREED UPON BY THE PARTIES OF THIS AGREEMENT]. Notices to be delivered must be registered and/or certified first before the delivery is made. Deliver the notices to the addresses specified at the start of this Agreement.

**GENERAL AGREEMENT**

This Agreement and all documents and information enclosed herein make up the whole agreement between the [INSERT THE NAME OF THE COMPANY] and the [INSERT THE NAME OF THE AFFILIATE COMPANY] as regards the subject of this Agreement. Any other agreements, representations and warranties made by the parties before or after the creation of this Agreement will be deemed insignificant and non-existent making this Agreement the only document to be referenced herein by the parties.

**SETTLEMENT OF DISPUTES, GOVERNING LAW & ARBITRATION**

1. Any dispute and/or difference arising out of, or relating to this agreement including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. Moreover, if the disputes are not resolved by discussion then the matter will be referred for adjudication to the Arbitration of a Sole arbitrator.
2. This Agreement shall be governed by the laws of India. The Courts in Mumbai (City Name) shall have exclusive jurisdiction over the subject matter of this Agreement.
3. In the event of any dispute or differences arising out of or in connection with this agreement, the parties hereto, agree to resolve their dispute by a sole arbitrator chosen by the parties in fast track procedure under the provision of Sec29B of Arbitration and Conciliation act of 1996. The award under this section shall be made within a period of 6 months from the date of commencement of the arbitral tribunal proceedings.
4. The arbitration proceedings shall be conducted in English. The place of Arbitration shall be Mumbai (City Name). The award passed in the arbitration proceedings shall be final and binding on both the parties.
5. The cost of arbitration proceedings shall be equally borne by both the parties.
6. Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

**SEVERABILITY**

Should any provision of this Affiliate Program Agreement be held to be illegal, invalid or unenforceable, such provisions may be terminated or may be modified by the competent court. The remaining part will still take effect and shall remain in full force and shall be construed in accordance with the modified provision.

IN WITNESS WHEREOF, and with the intention to be legally bound with each other, the appearance of the signature of both parties will render the acceptance of the terms and conditions of this Affiliate Program Agreement.

**BY THE COMPANY:**

Signature: [INSERT THE SIGNATURE OF THE POINT PERSON OF THE COMPANY]

Name: [INSERT THE NAME OF THE POINT PERSON]

Position: [INSERT THE POSITION OF THE POINT PERSON IN THE COMPANY]

**BY THE AFFILIATE COMPANY:**

Signature: [INSERT THE SIGNATURE OF THE POINT PERSON OF THE AFFILIATE COMPANY]

Name: [INSERT THE NAME OF THE POINT PERSON]

Position: [INSERT THE POSITION OF THE POINT PERSON IN THE AFFILIATE COMPANY]

**BY THE WITNESSES:**

Signature: [INSERT THE SIGNATURE OF THE WITNESS]

Name: [INSERT THE NAME OF THE WITNESS]

Position: [INSERT THE POSITION OF THE WITNESS]