

# Affiliate Agreement

*(Sole Proprietor – TikTok & Instagram Focus)*

This Agreement is entered on **November 25, 2025** by and between:

**Caden Chiang**, a sole proprietor doing business as **Nomi Academy** ("Company"),  
and  
**Jessica Zhang** ("Affiliate").

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## 1. Term

This is a **one (1) month trial agreement** starting on **November 22, 2025** and ending on **December 21, 2025**.

**Company may terminate this Agreement at any time, for any reason or no reason, with or without notice.**

Affiliate may terminate this Agreement at any time with written notice.

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## 2. Content & Posting Requirements

Affiliate agrees to:

1. Create and publish **three (3) original pieces of promotional content per day** on:
  - **TikTok**
  - **Instagram**
2. Post content on their own TikTok and Instagram pages and ensure:
  - Nomi Academy's name, handle, or link is clearly included
  - Tracking link or affiliate code is properly used
  - Content remains live for at least **30 days unless removed by Company request**
3. Attend **two (2) virtual content strategy meetings per week** via **Zoom or similar platform**, scheduled by the Company.

Meetings will:

- Focus on content planning and performance review
- Typically last **30–60 minutes**
- Require active participation unless otherwise approved

Failure to meet posting or meeting obligations will be considered a **material breach** and grounds for immediate termination.

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### 3. Content Standards

Affiliate agrees that all TikTok and Instagram content must:

- Be original and personally created
- Not include false, misleading, or deceptive claims
- Follow general community guidelines of TikTok and Instagram
- Follow Nomi Academy branding and messaging guidelines

Company may request edits or removal of any content at its discretion.

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### 4. Commission Structure

Affiliate will receive **50% commission** on **net revenue** generated from:

- Traffic originating from their TikTok or Instagram content

Net revenue = money received by Company minus:

- Refunds
- Chargebacks
- Payment processing fees
- Fraudulent or reversed transactions

**All commission payments will be issued at the end of the contract term**, after verification of net revenue.

Company reserves the right to withhold commissions for:

- Content violations
  - Fraudulent traffic
  - Manipulation of tracking systems
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## 5. Payment Terms

- Commission will be paid **once, at the end of the contract term**, through a **standard affiliate payment system** chosen by the Company
- Company may delay payment for auditing or investigating potential violations

Affiliate is responsible for all applicable taxes.

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## 6. Company's Absolute Right to Terminate

Company may terminate this Agreement **at any time, immediately**, for any reason including:

- Failure to meet daily posting or meeting requirements
- Violation of TikTok/Instagram policies
- Misrepresentation or harmful content
- Strategic or business changes

No warning or explanation is required.

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## 7. Intellectual Property

Affiliate may use Company-approved brand assets only.

Affiliate grants Company a **perpetual, royalty-free, non-exclusive right** to repost, edit, and reuse any TikTok or Instagram content created under this agreement for marketing purposes.

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## 8. Independent Contractor

Affiliate is an independent contractor, not an employee or business partner.

Affiliate is responsible for all expenses, tools, and taxes.

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## 9. Governing Law

This Agreement shall be governed by and interpreted under the laws of the State of **California**.

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## 10. Signatures

### Company (Sole Proprietor – Nomi Academy)

Name: Caden Chiang

Signature: *Caden Chiang*

Date: November 25, 2025

### Affiliate – Jessica Zhang

Name: Jessica Zhang

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

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