

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”).

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.

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.

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.

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
-

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.

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.

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.

8. Independent Contractor

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

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

9. Governing Law

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

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: _____