

## ***Title and Introduction***

### **Affiliate Agreement**

This Affiliate Agreement ("Agreement") is made and entered into as of [Effective Date], by and between iAffirm Ltd., a company registered in England and Wales with company number [Company Number], whose registered office is at [Address] ("iAffirm"), and [Affiliate's Full Name], an individual/entity with a principal place of business at [Address] ("Affiliate").

### ***Recitals***

WHEREAS, iAffirm operates a platform that provides [brief description of iAffirm's services], and seeks to expand its user base through an affiliate marketing programme;

WHEREAS, the Affiliate is engaged in the business of marketing and promoting products/services, and has agreed to promote iAffirm's platform to potential users;

WHEREAS, iAffirm and the Affiliate desire to enter into this Agreement to set forth the terms and conditions under which the Affiliate will promote iAffirm's platform and receive compensation based on the number of paid subscribers brought to the platform;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

### ***1. Definitions***

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

1.1 "Affiliate" means [Affiliate's Full Name], an independent contractor who is engaged in the business of marketing and promoting products/services and has agreed to promote iAffirm's platform to potential users. The Affiliate is not an employee, agent, or partner of iAffirm, and is responsible for their own taxes, insurance, and other statutory liabilities in their country of origin.

1.2 "Agreement" means this Affiliate Agreement, including any schedules, exhibits, and appendices hereto, as may be amended from time to time.

1.3 "Effective Date" means the date on which this Agreement is executed by both parties and shall be the date first written above.

1.4 "iAffirm Platform" means the online platform operated by iAffirm, which provides [brief description of iAffirm's services].

1.5 "Paid Subscriber" means an individual or entity that has registered on the iAffirm Platform and has made a payment to access the services offered by iAffirm.

1.6 "Commission" means the monetary compensation payable to the Affiliate by iAffirm, calculated based on the number of Paid Subscribers referred by the Affiliate to the iAffirm Platform, in accordance with the terms set out in this Agreement.

1.7 "Marketing Materials" means any promotional content, advertisements, banners, text links, or other marketing resources provided by iAffirm to the Affiliate for the purpose of promoting the iAffirm Platform.

1.8 "Confidential Information" means any information, whether written, oral, or in any other form, disclosed by one party to the other, directly or indirectly, that is designated as confidential, or that by its nature ought to be considered confidential, including but not limited to business plans, financial data, customer information, and marketing strategies.

1.9 "Term" means the duration of this Agreement as specified in Section [X] (Term and Termination).

1.10 "Territory" means the geographical area within which the Affiliate is authorized to promote the iAffirm Platform, as specified in Schedule [X].

1.11 "Intellectual Property Rights" means all patents, trademarks, service marks, trade names, designs, copyrights, database rights, rights in know-how, trade secrets, and other intellectual property rights, whether registered or unregistered, and including applications for the grant of any such rights.

1.12 "Current Total Number" means the total number of Paid Subscribers referred by the Affiliate and currently subscribed to the iAffirm Platform in the current month.

## *2. Scope of Services*

### *2.1 Affiliate Responsibilities*

The Affiliate agrees to use their best efforts to promote and market the iAffirm Platform to potential users. The Affiliate's responsibilities shall include, but are not limited to:

2.1.1 Promoting the iAffirm Platform through various marketing channels, including but not limited to online advertisements, social media, email marketing, and content marketing.

2.1.2 Utilizing the Marketing Materials provided by iAffirm in accordance with the guidelines and instructions given.

2.1.3 Referring potential users to the iAffirm Platform using unique tracking links provided by iAffirm.

2.1.4 Ensuring that all promotional activities comply with applicable laws and regulations, and do not infringe on the rights of any third party.

2.1.5 Providing accurate and timely reports on marketing activities and performance metrics as requested by iAffirm.

## 2.2 iAffirm Responsibilities

iAffirm agrees to support the Affiliate in their marketing efforts by:

2.2.1 Providing the Affiliate with Marketing Materials, including banners, text links, promotional content, and other resources needed to effectively promote the iAffirm Platform.

2.2.2 Granting the Affiliate access to a dedicated affiliate portal for tracking referrals, commissions, and performance metrics.

2.2.3 Offering training and support to the Affiliate to ensure effective use of Marketing Materials and promotional strategies.

2.2.4 Paying the Affiliate Commissions in accordance with the terms set out in Section [X] (Compensation and Payment Terms).

2.2.5 Ensuring that the iAffirm Platform remains operational and available for use by potential Paid Subscribers referred by the Affiliate.

## 2.3 Performance Standards

The Affiliate shall:

2.3.1 Achieve a minimum number of Paid Subscribers as specified in Schedule [X], to be reviewed on a quarterly basis.

2.3.2 Adhere to the quality standards and branding guidelines provided by iAffirm to maintain the integrity and reputation of the iAffirm Platform.

## 2.4 Prohibited Activities

The Affiliate shall not:

2.4.1 Engage in any misleading, deceptive, or unethical practices that may harm iAffirm's reputation or the reputation of the iAffirm Platform.

2.4.2 Use any unsolicited commercial emails (spam) to promote the iAffirm Platform.

2.4.3 Bid on keywords or phrases containing iAffirm's trademarks or any variations thereof in any pay-per-click search engine advertising program.

2.4.4 Make any representations or warranties concerning iAffirm or the iAffirm Platform, except as expressly authorized by iAffirm in writing.

## 3. *Compensation and Payment Terms*

### 3.1 Commission Structure

The Affiliate shall be compensated based on the number of Paid Subscribers referred to the iAffirm Platform. The Commission rates and duration are as follows:

3.1.1 For each Paid Subscriber referred by the Affiliate, the Affiliate shall receive a Commission of 20% of the subscription fee paid by the subscriber.

3.1.2 The Commission is calculated based on the net subscription fee, excluding any taxes, discounts, refunds, or chargebacks.

3.1.3 The duration of Commission payments is determined by the Current Total Number of subscriptions in the current month, as defined below:

- Up to 100 subscribers: 20% for 3 months
- Up to 1,000 subscribers: 20% for 6 months
- Up to 10,000 subscribers: 20% for 12 months
- Up to 100,000 subscribers: 20% for the life of the user

### 3.2 Duration of Commission Payments

The Affiliate shall receive Commissions for each Paid Subscriber referred, subject to the following conditions:

3.2.1 The Affiliate will receive Commissions for a period determined by the Current Total Number of subscriptions in the current month at the time the subscriber is referred, as outlined in Section 3.1.3.

3.2.2 If a Paid Subscriber cancels their subscription before the end of the specified period, the Commission payments for that subscriber shall cease immediately.

### 3.3 Payment Schedule

Commissions shall be paid to the Affiliate on a [monthly/quarterly] basis, subject to the following terms:

3.3.1 Payments shall be made within [X] days after the end of each [month/quarter] for Commissions earned during that period.

3.3.2 All payments shall be made in [currency], and shall be remitted to the bank account or payment method designated by the Affiliate.

### 3.4 Minimum Payout Threshold

Commissions shall only be paid out when the total amount due to the Affiliate exceeds [£X]. If the total Commissions due are less than this amount, the balance will roll over to the next payment period until the threshold is met.

### 3.5 Taxes and Financial Liabilities

The Affiliate is responsible for any and all taxes, levies, or duties imposed by any governmental authority on the Commissions received under this Agreement. iAffirm shall not withhold or pay any income tax, social security, or other taxes on behalf of the Affiliate.

### 3.6 Expenses

Unless otherwise agreed in writing, each party shall bear its own costs and expenses in connection with the performance of its obligations under this Agreement. The Affiliate shall not be entitled to reimbursement of any expenses incurred in connection with promoting the iAffirm Platform.

### 3.7 Adjustment and Disputes

3.7.1 iAffirm reserves the right to adjust or withhold Commissions for any Paid Subscriber who is found to have been obtained through fraudulent, illegal, or unethical means.

3.7.2 If the Affiliate disputes any payment, they must notify iAffirm in writing within [X] days of receipt of the payment, providing details of the dispute. The parties shall use their best efforts to resolve the dispute amicably and in good faith.

### 3.8 Changes to Commission Structure

iAffirm reserves the right to change the Commission structure and payment terms at any time, provided that such changes shall not affect Commissions earned prior to the effective date of the changes. iAffirm shall provide the Affiliate with at least [X] days' notice of any changes to the Commission structure or payment terms.

## 4. *Performance Standards*

### 4.1 Minimum Performance Requirements

The Affiliate shall achieve and maintain the following minimum performance standards:

4.1.1 The Affiliate must refer a minimum of [X] new Paid Subscribers to the iAffirm Platform each month.

4.1.2 The Affiliate must ensure that a minimum of [Y]% of the referred subscribers maintain their subscription for at least [Z] months.

## 4.2 Quality Standards

The Affiliate shall adhere to the following quality standards to ensure the integrity and reputation of iAffirm and its Platform:

4.2.1 All promotional activities must comply with iAffirm's branding guidelines and quality standards as provided to the Affiliate.

4.2.2 The Affiliate shall not engage in any deceptive, misleading, or unethical practices that may harm the reputation of iAffirm or the iAffirm Platform.

4.2.3 All communications and representations made by the Affiliate about the iAffirm Platform must be accurate and not misleading.

## 4.3 Reporting and Analytics

The Affiliate shall provide regular reports on their marketing activities and pipeline, including but not limited to:

4.3.1 Monthly reports detailing the types and scope of marketing activities undertaken.

4.3.2 Analytics on the effectiveness of different marketing channels and campaigns used to promote the iAffirm Platform.

4.3.3 Analytics on the effectiveness of different marketing channels and campaigns used to promote the iAffirm Platform.

4.3.4 Any additional information reasonably requested by iAffirm to assess the Affiliate's promotional efforts.

## 4.4 Compliance with Laws and Regulations

The Affiliate shall comply with all applicable laws, regulations, and industry standards in the performance of their obligations under this Agreement, including but not limited to:

4.4.1 Data protection and privacy laws, including the General Data Protection Regulation (GDPR) where applicable.

4.4.2 Advertising standards and consumer protection laws relevant to the Affiliate's marketing activities.

## 4.5 Review and Audit

iAffirm reserves the right to review and audit the Affiliate's performance and compliance with this Agreement. This includes:

4.5.1 Periodic reviews of the Affiliate's marketing activities, reports, and performance metrics.

4.5.2 Audits of the Affiliate's records and practices to ensure compliance with this Agreement and applicable laws.

#### 4.6 Failure to Meet Performance Standards

If the Affiliate fails to meet the performance standards set forth in this section, iAffirm reserves the right to take any of the following actions:

4.6.1 Provide written notice to the Affiliate specifying the areas of non-compliance and requiring corrective action within [X] days.

4.6.2 Withhold Commission payments until the Affiliate meets the required performance standards.

4.6.3 Terminate this Agreement in accordance with Section [X] (Term and Termination) if the Affiliate fails to remedy the non-compliance within the specified period.

### 5. *Intellectual Property Rights*

#### 5.1 Ownership of Intellectual Property

All intellectual property rights, including but not limited to trademarks, service marks, trade names, logos, designs, copyrights, patents, and trade secrets, related to the iAffirm Platform and any materials provided by iAffirm to the Affiliate (collectively, "iAffirm Intellectual Property") shall remain the sole and exclusive property of iAffirm. The Affiliate acknowledges that they have no right, title, or interest in or to the iAffirm Intellectual Property, except as expressly set forth in this Agreement.

#### 5.2 License to Use Marketing Materials

Subject to the terms and conditions of this Agreement, iAffirm grants the Affiliate a non-exclusive, non-transferable, revocable license to use the Marketing Materials provided by iAffirm solely for the purpose of promoting the iAffirm Platform in accordance with this Agreement. This license shall terminate automatically upon the expiration or termination of this Agreement.

#### 5.3 Restrictions on Use

The Affiliate shall not:

5.3.1 Modify, alter, or create derivative works based on the iAffirm Intellectual Property without the prior written consent of iAffirm.

5.3.2 Use the iAffirm Intellectual Property in any manner that is deceptive, misleading, or otherwise harmful to iAffirm or the reputation of the iAffirm Platform.

5.3.3 Register or attempt to register any trademarks, service marks, trade names, or other identifiers that are confusingly similar to the iAffirm Intellectual Property.

#### 5.4 Protection of Intellectual Property

The Affiliate agrees to cooperate with iAffirm in the protection and enforcement of the iAffirm Intellectual Property. This includes but is not limited to:

5.4.1 Promptly notifying iAffirm of any actual or suspected infringement, misuse, or unauthorized use of the iAffirm Intellectual Property.

5.4.2 Providing reasonable assistance to iAffirm in any legal or administrative proceedings related to the protection or enforcement of the iAffirm Intellectual Property.

#### 5.5 Affiliate's Intellectual Property

Any intellectual property rights owned by the Affiliate prior to the Effective Date of this Agreement or developed by the Affiliate independently of this Agreement ("Affiliate Intellectual Property") shall remain the sole property of the Affiliate. The Affiliate grants iAffirm a non-exclusive, royalty-free license to use the Affiliate Intellectual Property solely for the purpose of fulfilling its obligations under this Agreement.

#### 5.6 Termination of License

Upon the expiration or termination of this Agreement for any reason, the Affiliate shall immediately cease all use of the iAffirm Intellectual Property and return or destroy all Marketing Materials and other materials containing iAffirm Intellectual Property as directed by iAffirm.

#### 5.7 No Implied Rights

Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement shall be construed to grant the Affiliate any right, title, or interest in or to the iAffirm Intellectual Property or any other intellectual property rights owned or controlled by iAffirm.

### 6. Confidentiality

#### 6.1 Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means any information, whether written, oral, or in any other form, disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") that is designated as confidential, or that by its nature ought to be considered confidential. Confidential Information includes, but is not limited to, business



plans, financial data, customer information, marketing strategies, trade secrets, and proprietary technology.

## 6.2 Obligations of Confidentiality

The Receiving Party agrees to:

6.2.1 Keep all Confidential Information strictly confidential and not disclose it to any third party without the prior written consent of the Disclosing Party, except as permitted under this Agreement.

6.2.2 Use the Confidential Information solely for the purpose of performing its obligations under this Agreement.

6.2.3 Take all reasonable measures to protect the confidentiality of the Confidential Information, which shall be no less than the measures it uses to protect its own confidential information of a similar nature.

## 6.3 Exceptions to Confidentiality

The obligations of confidentiality set forth in this Agreement shall not apply to any information that:

6.3.1 Is or becomes publicly available through no breach of this Agreement by the Receiving Party.

6.3.2 Is already known to the Receiving Party at the time of disclosure, as evidenced by the Receiving Party's written records.

6.3.3 Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

6.3.4 Is received from a third party who has the legal right to disclose such information without restrictions on disclosure.

6.3.5 Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement and cooperates with the Disclosing Party's efforts to obtain a protective order or other appropriate remedy.

## 6.4 Return or Destruction of Confidential Information

Upon the expiration or termination of this Agreement for any reason, or at the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all materials containing Confidential Information and provide written certification of such return or destruction.

## 6.5 No Implied Rights

Nothing in this Agreement shall be construed to grant the Receiving Party any rights, by license or otherwise, to use the Confidential Information except as expressly provided herein.

## 6.6 Remedies

The Receiving Party acknowledges that any breach of this Section 6 (Confidentiality) may cause irreparable harm to the Disclosing Party, for which monetary damages may not be an adequate remedy. Therefore, the Disclosing Party shall be entitled to seek injunctive relief and other equitable remedies in the event of any such breach or threatened breach, in addition to any other remedies available at law or in equity.

## 7. *Term and Termination*

### 7.1 Term

This Agreement shall commence on the Effective Date and shall continue in effect for an initial term of [X] months/years ("Initial Term"), unless earlier terminated in accordance with the provisions of this Agreement. Thereafter, this Agreement shall automatically renew for successive [X] month/year periods ("Renewal Term"), unless either party provides written notice of non-renewal to the other party at least [X] days prior to the end of the Initial Term or any Renewal Term.

### 7.2 Termination for Convenience

Either party may terminate this Agreement for any reason by providing the other party with at least [X] days' prior written notice.

### 7.3 Termination for Cause

Either party may terminate this Agreement immediately by providing written notice to the other party if:

7.3.1 The other party commits a material breach of any term of this Agreement and fails to cure such breach within [X] days after receipt of written notice specifying the breach and demanding its cure.

7.3.2 The other party becomes insolvent, files for bankruptcy, or is placed into receivership or liquidation.

#### 7.4 Effect of Termination

Upon termination or expiration of this Agreement for any reason:

7.4.1 The Affiliate shall immediately cease all promotional activities related to the iAffirm Platform.

7.4.2 iAffirm shall pay the Affiliate any outstanding Commissions due for Paid Subscribers referred prior to the date of termination, in accordance with the terms of this Agreement.

7.4.3 The Affiliate shall return or destroy all Marketing Materials and other materials containing iAffirm Intellectual Property as directed by iAffirm, and certify in writing that it has done so.

7.4.4 All licenses granted to the Affiliate under this Agreement shall immediately terminate.

#### 7.5 Survival

The following sections shall survive the expiration or termination of this Agreement: Section 5 (Intellectual Property Rights), Section 6 (Confidentiality), Section 7.4 (Effect of Termination), Section 7.5 (Survival), and any other provisions that by their nature are intended to survive termination.

#### 7.6 Transition Assistance

In the event of termination, the Affiliate agrees to provide reasonable assistance to iAffirm to transition the Affiliate's activities to another party or to iAffirm itself, at iAffirm's request and expense, for a period of up to [X] days following the termination date.

#### 7.7 No Liability for Termination

Neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, on account of the termination or expiration of this Agreement in accordance with its terms. Termination or expiration of this Agreement shall not affect any right or remedy that has accrued or is intended to accrue prior to or as a result of such termination or expiration.

### *8. Non-Compete and Non-Solicitation*

#### 8.1 Non-Compete

During the term of this Agreement and for a period of [X] months/years following its termination or expiration, the Affiliate agrees not to engage in any of the following activities without the prior written consent of iAffirm:

8.1.1 Directly or indirectly market, promote, or sell any products or services that compete with the iAffirm Platform.

8.1.2 Engage in any business activities that are in direct competition with iAffirm, either as an owner, partner, employee, consultant, or in any other capacity.

## 8.2 Non-Solicitation of Customers

The Affiliate agrees that during the term of this Agreement and for a period of [X] months/years following its termination or expiration, the Affiliate will not directly or indirectly solicit or attempt to solicit any Paid Subscribers or customers of iAffirm for the purpose of offering or providing products or services that are competitive with the iAffirm Platform.

## 8.3 Non-Solicitation of Employees and Contractors

The Affiliate agrees that during the term of this Agreement and for a period of [X] months/years following its termination or expiration, the Affiliate will not directly or indirectly solicit, hire, or attempt to hire any employee or contractor of iAffirm with whom the Affiliate had contact or who became known to the Affiliate in connection with this Agreement.

## 8.4 Exceptions

The restrictions set forth in this Section 8 shall not apply to any activities that:

8.4.1 Are approved in writing by iAffirm.

8.4.2 Occur after the termination of this Agreement as a result of iAffirm's breach of this Agreement.

## 8.5 Reasonableness of Restrictions

The Affiliate acknowledges that the restrictions set forth in this Section 8 are reasonable and necessary to protect the legitimate business interests of iAffirm. If any such restriction is found to be unenforceable by a court of competent jurisdiction, the parties agree that such court shall modify the restriction to the minimum extent necessary to make it enforceable.

## 8.6 Remedies

The Affiliate acknowledges that any breach of the restrictions set forth in this Section 8 may cause irreparable harm to iAffirm for which monetary damages may not be an adequate remedy. Therefore, iAffirm shall be entitled to seek injunctive relief and other equitable remedies in the event of any such breach or threatened breach, in addition to any other remedies available at law or in equity.

## 9. Compliance with Laws

### 9.1 General Compliance

The Affiliate agrees to comply with all applicable laws, regulations, and industry standards in the performance of its obligations under this Agreement. This includes, but is not limited to, compliance with data protection, privacy, advertising, and consumer protection laws.

### 9.2 Data Protection and Privacy

The Affiliate shall comply with all applicable data protection and privacy laws, including but not limited to the General Data Protection Regulation (GDPR) and the UK Data Protection Act 2018. The Affiliate agrees to:

9.2.1 Ensure that any personal data collected, processed, or stored in connection with the promotion of the iAffirm Platform is handled in accordance with applicable data protection laws and regulations.

9.2.2 Implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing, accidental loss, destruction, or damage.

9.2.3 Promptly notify iAffirm of any data breaches or incidents involving personal data related to the Affiliate's promotional activities.

### 9.3 Advertising and Marketing Laws

The Affiliate shall comply with all applicable advertising and marketing laws, regulations, and industry standards, including but not limited to:

9.3.1 Ensuring that all promotional activities are truthful, not misleading, and do not make false claims about the iAffirm Platform.

9.3.2 Clearly disclosing any material connections between the Affiliate and iAffirm in accordance with applicable advertising guidelines and regulations.

9.3.3 Refraining from engaging in any unsolicited commercial email campaigns (spam) or other forms of intrusive marketing practices.

### 9.4 Anti-Bribery and Anti-Corruption

The Affiliate agrees to comply with all applicable anti-bribery and anti-corruption laws, including but not limited to the UK Bribery Act 2010. The Affiliate shall not, directly or indirectly,

offer, give, solicit, or receive any bribe, improper payment, or other advantage in connection with the promotion of the iAffirm Platform.

9.5 Trade and Export Control Laws. The Affiliate shall comply with all applicable trade and export control laws and regulations, including but not limited to restrictions on the export or re-export of goods, services, or technology.

9.6 Record Keeping. The Affiliate agrees to maintain accurate and complete records of its activities under this Agreement, and to provide such records to iAffirm upon request to demonstrate compliance with this Section 9.

9.7 Cooperation with Authorities. The Affiliate agrees to cooperate with any governmental or regulatory authorities in connection with any investigations or audits related to its compliance with applicable laws and regulations.

9.8 Indemnification for Non-Compliance. The Affiliate agrees to indemnify and hold iAffirm harmless from and against any and all claims, damages, losses, fines, penalties, and expenses arising out of or in connection with the Affiliate's breach of this Section 9.

## *10. Indemnification and Liability*

### **10.1 Indemnification by Affiliate**

The Affiliate agrees to indemnify, defend, and hold harmless iAffirm, its officers, directors, employees, agents, and affiliates (collectively, the "iAffirm Indemnified Parties") from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

10.1.1 Any breach by the Affiliate of this Agreement, including but not limited to the representations, warranties, and covenants set forth herein.

10.1.2 Any negligent, reckless, or intentional act or omission by the Affiliate in the performance of its obligations under this Agreement.

10.1.3 Any violation by the Affiliate of any applicable laws, regulations, or industry standards.

10.1.4 Any claims made by third parties arising out of or relating to the Affiliate's promotional activities, including but not limited to claims of intellectual property infringement, false advertising, or unfair business practices.

## 10.2 Indemnification by iAffirm

iAffirm agrees to indemnify, defend, and hold harmless the Affiliate, its officers, directors, employees, agents, and affiliates (collectively, the "Affiliate Indemnified Parties") from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

10.2.1 Any breach by iAffirm of this Agreement, including but not limited to the representations, warranties, and covenants set forth herein.

10.2.2 Any negligent, reckless, or intentional act or omission by iAffirm in the performance of its obligations under this Agreement.

10.2.3 Any violation by iAffirm of any applicable laws, regulations, or industry standards.

## 10.3 Limitation of Liability

10.3.1 To the maximum extent permitted by applicable law, neither party shall be liable to the other party for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, revenue, business, or data, arising out of or in connection with this Agreement, even if advised of the possibility of such damages.

10.3.2 The total aggregate liability of either party to the other party for any and all claims arising out of or in connection with this Agreement shall not exceed the total amount of Commissions paid or payable to the Affiliate under this Agreement during the [X] month period immediately preceding the event giving rise to the claim.

## 10.4 Exclusions

The limitations and exclusions of liability set forth in this Section 10 shall not apply to:

10.4.1 Any liability arising from a party's gross negligence, fraud, or wilful misconduct.

10.4.2 The Affiliate's indemnification obligations under Section 10.1.

10.4.3 The parties' confidentiality obligations under Section 6.

## 10.5 Insurance

The Affiliate agrees to maintain at its own expense adequate insurance coverage to cover its indemnification obligations under this Agreement. Upon request, the Affiliate shall provide iAffirm with certificates of insurance evidencing such coverage.

## *11. Dispute Resolution*

### 11.1 Negotiation and Amicable Settlement

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof (a "Dispute"), the parties shall first attempt to resolve the Dispute through good faith negotiations. Either party may initiate negotiations by providing written notice to the other party, setting forth the nature of the Dispute and the relief sought. The parties agree to meet and confer within [X] days of the notice to discuss and attempt to resolve the Dispute amicably.

### 11.2 Mediation

If the Dispute is not resolved through negotiation within [X] days of the initial notice, the parties agree to attempt to resolve the Dispute through mediation. The mediation shall be conducted by a mediator mutually agreed upon by the parties. If the parties cannot agree on a mediator, a mediator shall be appointed by [relevant mediation organization]. The mediation shall take place in [location] and shall be conducted in accordance with the mediation rules of [relevant mediation organization].

### 11.3 Arbitration

If the Dispute is not resolved through mediation within [X] days of the mediation notice, either party may submit the Dispute to binding arbitration. The arbitration shall be conducted in accordance with the rules of the [relevant arbitration organization], by one or more arbitrators appointed in accordance with said rules. The arbitration shall take place in [location] and shall be conducted in [language]. The arbitrator's decision shall be final and binding on the parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

### 11.4 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of laws principles. Subject to the arbitration provisions of this Section 11, the courts of England and Wales shall have exclusive jurisdiction to hear and determine any Dispute arising out of or in connection with this Agreement.

### 11.5 Interim Relief

Nothing in this Section 11 shall prevent either party from seeking interim or injunctive relief from any court of competent jurisdiction, if necessary, to prevent irreparable harm or to preserve the status quo pending the resolution of the Dispute through the dispute resolution procedures set forth in this Agreement.



## 11.6 Confidentiality

All negotiations, mediation, and arbitration proceedings related to a Dispute (including any settlement or award) shall be kept confidential by the parties, and neither party shall disclose the existence, content, or results of any such proceedings without the prior written consent of the other party, except as required by law or for the purpose of enforcing or challenging any settlement or award.

## 11.7 Costs

Each party shall bear its own costs and expenses incurred in connection with the negotiation, mediation, and arbitration of any Dispute, provided that the costs and expenses of the mediator or arbitrator shall be shared equally by the parties, unless otherwise determined by the mediator or arbitrator.

## 12. *Miscellaneous Provisions*

### 12.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and communications, whether written or oral, relating to such subject matter.

### 12.2 Amendments and Modifications

No amendment or modification of this Agreement shall be valid unless it is in writing and signed by both parties. Any waiver of any term or condition of this Agreement must also be in writing and signed by the party granting the waiver.

### 12.3 Assignment

Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, except that iAffirm may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets.

### 12.4 Notices

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given:

12.4.1 When delivered by hand, with written confirmation of receipt.

12.4.2 When sent by email, with confirmation of transmission.

12.4.3 When received by the addressee if sent by a nationally recognized overnight courier, receipt requested.

Notices shall be sent to the addresses set forth below or to such other address as either party may specify in writing.

## 12.5 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, illegal, or unenforceable provision shall be reformed to the extent necessary to make it enforceable and reflect the original intent of the parties.

## 12.6 Waiver

The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of that right or provision. A waiver of any right or provision of this Agreement must be in writing and signed by the party granting the waiver.

## 12.7 Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement (except for payment obligations) if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, labour disputes, government regulations, natural disasters, or any other force majeure event.

## 12.8 Relationship of the Parties

The parties are independent contractors and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Neither party has the authority to make or accept any offers or representations on behalf of the other party.

## 12.9 Headings

The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

#### 12.10 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile or electronically shall be deemed to be original signatures for all purposes.

#### 12.11 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of law principles.

#### 12.12 Third-Party Beneficiaries

Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties hereto any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

#### *Signatures*

IN WITNESS WHEREOF, the parties hereto have executed this Affiliate Agreement as of the Effective Date.

iAffirm Ltd.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

[Affiliate's Full Name or Entity Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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