

Affiliate Marketing Program Agreement (Business Account)

Effect Date: ()

1. Parties:

This Affiliate Marketing Agreement (hereinafter referred to as “**Affiliate Marketing Agreement**”) shall enter into force upon the execution via electronic environment between:

First Party: ()
hereinafter referred to as
“**QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY W.L.L**”
(License No.: 2022/4829).

Located at:
Kuwait, Al-Mirqab,
Block 2 , Abdulaziz Hamad Al Saqer St,
Al-Tujjar Tower, Floor 10, Office 41

Email: ()

Second Party: ()

Commercial License No.: ()

Authorized signatory Name: ()
ID No.: ()

1st Mobile No.: () 2nd Mobile No.: ()

Company Address:

Country:() State:()

City: ()

Block No.: () Street No./Name:()

Building No./Name:()

Floor No.: () Office No.: ()

Company Email: ()

who agrees to the terms and conditions under “Portal” and to the annexes which are integral parts of this “Affiliate Marketing Program Agreement” to be a User of
() “Portal”.

2. Preamble

WHEREAS “QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY” seeks to extend its market reach and enhance promotional efforts through strategic relationships with entities and companies that have a nature of marketing works or/and professional course training for marketing specialization.

WHEREAS the **Second Party** possesses expertise in affiliate marketing and a robust network of individual marketers, agreeing to collaborate with the **First Party** to promote and sell () “Portal” products and services.

WHEREAS, the **Second Party** will operate through its team of individual marketers or/and its employees, leveraging their skills to achieve maximum distribution and sales, under the terms & conditions in this Agreement.

WHEREAS this collaboration is structured to mutually benefit both the First Party and the Second Party through a commission-based incentive system, where commissions are derived from the sales generated by the Second Party and its teams.

WHEREAS recognizing the potential of this direct collaboration, both Parties agree to adhere to the terms and conditions stipulated herein, ensuring compliance, transparency, and the achievement of their shared goals.

NOW, THEREFORE, this Agreement outlines the general terms and conditions under which the Second Party and its teams will operate as affiliate marketers, serving as the guiding document for their collaboration.

3. Definitions

- **Affiliate Marketing Agreement:** The contractual agreement between “QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY” (the "First Party") and () (the "Second Party") outlining the terms of their collaboration in the affiliate marketing Program.
- **Quick Broker App Services and/or Quick Broker App Company:** A renowned provider of software development services, digital products, and downloadable content, consultation services, affiliate marketing seeking to extend its market reach through strategic affiliate marketing.
- **Second Party ():** The company collaborates with “QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY”, leveraging its network of affiliate marketers or/and its employees to promote and sell “QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY” products and services.
- **Affiliate Marketer:** An individual who operates under the Second Party, leveraging their skills and network relations to promote and sell First Party or/and First Party Clients' products and services, and earning commissions based on the sales generated.
- **Affiliate Marketers Portal:** The online platform where the Second Party and its teams can access the terms of the agreement, marketing materials, and commission records.

- **Commission:** in general, it is the percentage part of sales revenue awarded to the Second Party and its team based on sales generated through affiliate marketing links or/and discount codes.
- **Main Commission:** is the commission calculated from sales revenue from the Main Discount Code which belongs to the Second Party only and is based on sales generated through the main affiliate marketing link or/and main discount code.
- **Sub-Codes Commissions:** these are commissions calculated from sales revenue from the Sub-Codes that belong to the team or/and affiliate marketers who work under the responsibility of (Second Party) the Business Account holder and are based on sales generated through affiliate marketing links or/and discount codes.
- **Confidential Information:** All information exchanged between the Parties that is designated as confidential, including private, personal, and commercial data.
- **Force Majeure:** Events beyond the control of **Quick Broker App Company** that may delay or prevent the performance of obligations, including natural disasters, wars, strikes, and internet failures.
- **Intellectual Property:** All copyrights, trademarks, industrial designs, patents, trade secrets, and other intellectual property rights are held by “**QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY**”.
- **Marketing Code or/and Discount Code and Sub-Code:** A unique code created by (Second Party) the Business Account holder through () “Portal” for promotional activities, subject to renewal based on performance metrics.
- **Portal Terms of Use:** This agreement has guidelines governing the use of the () “Portal” platform by the Second Party.
- **Privacy Policy:** The policy outlining how () “Portal” collects, processes, and protects user data, accessible via a link in the Confidentiality clause.

4. Acceptance

- Digital acceptance of this agreement via the Affiliate **Marketers** Portal constitutes agreement to these terms and the associated Privacy Policy.

5. Registration and Approval

The second Party (Business Account holder) is responsible for registering on our website all its team members from its employees and affiliate marketers who work under its management. Acceptance into the affiliate marketing program is subject to approval by “**QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY**”. Approval is based on a review of the applicant's qualifications and alignment with our client's needs. “**QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY**” reserves the right to refuse any application or terminate an affiliate marketer account at its discretion, based on performance or compliance with our program standards.

6. Second Party, its Team, and Affiliate Marketers' Obligations

Obligations of the Second Party (Business Account holder)

The obligations of the Second Party according to the "Electronic Agreement Contract (Affiliate Marketing Program Agreement)" are as follows:

Understanding and Acceptance:

The Second Party and its team must understand and accept all terms and conditions on the portal and in the Affiliate Marketing Program Agreement, complying with all applicable laws, moral principles, rules, and declarations specified on the portal.

Confidentiality and Data Security:

The Second Party and its team are responsible for ensuring the security of their username and password for each, to log into their accounts, using them exclusively and individually, and protecting them from third parties. The user is responsible for any damage caused due to negligence.

Accuracy of Data:

The Second Party and its team agree to provide accurate data and content that complies with the law, ensuring that the publication or sale of such data is not illegal. The Company is not obligated to verify the accuracy of the data provided by users and is not liable for any damages arising from inaccurate or incorrect data.

Lawful Transactions:

The Second Party and its team must make transactions on the portal for lawful purposes, bearing legal and criminal liabilities for any actions or transactions made. The Second Party and its team must not reproduce, copy, share, or transfer any content on the portal in violation of personal or real rights and property rights of the First Party or/and its clients as third parties.

Marketing Obligations:

- a. The second party and its team must follow the instructions and guidelines document included in the discount code creation step for each product or service that is intended to be marketed, which obligates them to reach the monthly and quarterly goals, and the process of renewing the marketing discount code depends on achieving these goals.
- b. The Second Party and its teams must conduct all promotional activities ethically and legally, ensuring that their methods comply with all applicable laws and regulations.
- c. The Second Party and its teams are strictly prohibited from engaging in spamming practices, including unsolicited mass emailing, unauthorized placements of promotional materials on third-party properties, or any form of digital content distribution that could be deemed invasive or unethical.
- d. The Second Party and its teams must adhere to **Quick Broker App Company** promotional guidelines, utilizing only approved marketing materials and adhering to brand guidelines. Marketing efforts must preserve the reputation of both **Quick Broker App Company** and its clients as third parties, which are product owners to be marketed, and avoid any actions that could negatively impact search engine rankings or public perception of the products.
- e. Any promotional activity likely to harm the reputation of **Quick Broker App Company**, or/and the product owners, or negatively impact SEO rankings through unethical practices will be considered a breach of this...

... Agreement and may result in immediate termination of the contractual affiliate marketing agreement.

Non-Transferability:

The Second Party cannot transfer or assign the Affiliate Marketing Program Agreement or its rights and obligations under it to any third party without the written approval of Quick Broker App Company. Therefore, The Second Party complies with handling and controlling its team's contractual relations.

Marketing Discount Code and Performance Obligations

- a. The instructions and guidance are considered an annex and part of the Affiliate Marketing Program Agreement. The Second Party and its team are committed to following this document, to achieve the monthly and quarterly goals for each product/service for which the Second Party created codes.
- b. The process of renewing the code requires that the Second Party and every marketer/employee in its team, in the previous period (90 days), have achieved the sales and monthly and quarterly goals assigned to them for each product/service separately. If they are unable to achieve the minimum goals and sales, then the renewal code process will be frozen until further notice, which is for each case individually.
- c. The discount percentages for customers who subscribe or buy the products/services, the commission percentage for the Second Party (Business Account holder), and all affiliate marketers (users of () “Portal”) from its team will be determined through the code creation process step, and this is only by the Second Party during creation code step, where the terms and conditions found in the instructions and guidance for each product/service will be applied.

7. Commission System

Allocation of percentage of sales revenue

Commissions are earned based on sales made through affiliate marketing links and/or discount codes. The specific percentage of sales revenue allocated as commission is determined as follows:

- The Second Party (Business Account holder), during the step process of creating discount codes will have the authority to determine the discount percentage for its customers, as well as determine the commission percentage for its main code, and determine the commission percentage for each person in its team or/and affiliate marketers working under its supervision, which they will receive from each paid sale/subscription made when using their codes.
- The percentages of discounts for customers and commissions for the Second Party and either for each person in its team or/and affiliate marketers working under its supervision, with each product or service, will be determined separately due to the different marketing nature of each product or service **(this will be included and mentioned in the instructions and guidelines for each project)**

Commissions Withdrawal

- The Second Party (Business Account holder) and its team of affiliate marketers must submit a commission withdrawal request once a month and separately for each account, at the beginning of the new month, and this will be for the previous month's commissions.

- Requests must be submitted between the day 1st and 5th of the new month, and commissions are deposited within 7 to 15 working days after submission.
- If the code is created or/and the first use of the code (sale) after the day 25th of the month, the withdrawal process will be postponed to the month following the new month.
- For any member of its team or/and affiliate marketers, if the total commission for the member is less than \$150, the withdrawal process will be postponed to the month following the new month.
- For the Second Party (Business Account holder), its commissions are based on two sources (**from its own Main Code, and parts from each Sub-Codes**), **If the sum of Total commissions** [Total commissions resulted from the Main Code] **additional to** [Total commissions resulted from All Sub-Codes] are less than \$500, the withdrawal process will be postponed to the month following the new month.
- The method of transferring commission amounts is bank transfer only, and the **Second Party** is responsible for verifying the accuracy of the information for **its company documents**, IBAN certificate, and National ID while submitting the commission withdrawal request, to ensure receipt.
- The method of transferring the commissions' amounts is bank transfer only, **for affiliate marketers and employees** as the team for the **Second Party**, they are responsible for verifying the accuracy of the information for their **IBAN certificate** and **National ID** while submitting the commission withdrawal request, to ensure receipt.
- Special cases where bank transfers fail may be handled through alternative methods agreed upon by both parties.

Records

Detailed records relating to sales and commissions will be maintained and made available through the () “Portal”.

8. Rights of “QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY”

Service Provision and Termination:

Quick Broker App Company agrees to provide the services mentioned in the Affiliate Marketing Program Agreement, including operating and setting up the necessary technological infrastructure. However, **Quick Broker App Company** reserves the right to stop or terminate its technological infrastructure and services without notice at any time.

Content Management and User Conduct:

Quick Broker App Company reserves the right to terminate access for users, delete information and content uploaded by users, and change the services and contents provided on the portal without notice. Users are required to immediately comply with any changes or corrections requested by **Quick Broker App Company**. Failure to comply may result in legal and criminal liabilities.

Third-Party Links and Liability:

Quick Broker App Company may provide links to other websites or content owned or operated by third parties. These links are for ease of reference only and do not constitute any form of verification or guarantee by **Quick Broker App Company**.

Quick Broker App Company is not responsible for the content, services, or products accessed through these links.

Data Security and Confidentiality:

Quick Broker App Company is authorized to disclose confidential, private, personal, and commercial data to official authorities if required by applicable legislation. Users cannot claim compensation for such disclosures. **Quick Broker App Company** may also use personal data for communication, research, marketing, and statistical analysis, provided that legal requirements are met.

Legal Compliance and Intellectual Property:

Quick Broker App Company operates as a hosting provider in compliance with relevant laws and is not obliged to verify the accuracy of content provided by users. Users must not use, copy, modify, distribute, or reverse-engineer **Quick Broker App Company** intellectual property without explicit consent. **Quick Broker App Company** retains the right to take legal action against any infringement.

Modification of Terms:

Quick Broker App Company may unilaterally modify the Affiliate Marketing Program Agreement at any time by announcing changes on the portal. The modified terms will enter into force upon publication, and users are required to comply with these changes. **Quick Broker App Company** is not liable for any losses or damages resulting from these modifications.

Force Majeure:

Quick Broker App Company is not liable for any delay or non-performance of its obligations due to events beyond its control, such as natural disasters, wars, strikes, and internet failures. These events do not constitute a breach of the agreement, and no compensation can be claimed from **Quick Broker App Company**.

Audits of Affiliate marketers activities

Quick Broker App Company reserves the right to perform audits of affiliate marketers activities to ensure adherence to agreement terms.

9. Account Termination

Quick Broker App Company may unilaterally terminate the Affiliate Marketing Program Agreement and suspend or terminate a user's account without notice or compensation for any action contrary to the portal's rules or if the user poses a risk to information security. Additionally, this agreement may be terminated by either party with thirty (30) days' written notice (within any time by suspending or stopping using the affiliate discount code). Immediate termination applies in instances of contract breach or unethical affiliate marketer behavior.

10. Intellectual Property

Quick Broker App Company retains all rights to its intellectual property. Users are not entitled to sell, process, share, distribute, or expose the services and information, nor allow another person to access or use these services. The works subject to copyright cannot be reproduced, processed, distributed, or any work derived from these cannot be produced except where **Quick Broker App Company** explicitly gives consent under the Portal Terms of Use. **Quick Broker App Company** grants users permission to view advertisements and use the interface only to learn about the content of the advertisement. It does not give consent or permission to users to access all or a certain number of advertisements through its database for other purposes, such as copying, publishing, processing, transferring to other databases, or giving access to third parties. The Second Party (Business Account holder) and its team of affiliate marketers/users receive a non-exclusive, non-transferable license to use **Quick Broker App Company** trademarks and marketing materials within the scope of this agreement.

11. Confidentiality

All confidential information exchanged during this agreement must remain confidential unless disclosure is required by law or authorized by **Quick Broker App Company**. For more details, please refer to our ().

12. Dispute Resolution

Any disputes arising from or related to this agreement will be governed by the laws of Kuwait. The competent courts for resolving disputes shall be the local courts in the jurisdiction of the second party. Initial resolution efforts will be through mediation, and if necessary, through arbitration, adhering to local laws.

13. General Provisions

- These terms constitute the entire agreement between **Quick Broker App Company** and the Second Party regarding the affiliate marketing program.
- Any modifications to these terms will be posted on the website ()
“Portal” and effective immediately.

14. Contact Information

For queries regarding these terms, please contact [**Quick Broker App Company**].
Email: ()