

## **Merchant Agreement for Affiliate Network**

This Merchant Agreement (the "Agreement") is entered into as of [Insert Date] by and between:

### **Upfilly LLC**

Address: 11119 NEESHAW DR HOUSTON TX, 77065

Contact Information: advertisers@upfilly.com

(Hereinafter referred to as "Affiliate Network")

AND

### **[Merchant Company Name]**

Address: [Insert Address]

Contact Information: [Insert Contact Information]

(Hereinafter referred to as "Merchant")

## **Affiliate Network Fees Definitions:**

### **Basket Value Commission (%):**

The percentage of the total basket value (i.e., the total value of an order placed by a customer) that the Merchant agrees to pay as commission to the Affiliate Network. This percentage applies to all transactions generated through the Network.

### **Platform Fees (Fixed Amount):**

A fixed fee, agreed upon by the Merchant, payable to the Affiliate Network for accessing and utilizing its platform. This fee is independent of the Merchant's revenue and is charged on a monthly basis.

### **Commission Override (%):**

The "Commission Override" refers to an additional fee charged by the Affiliate Network to the Merchant, calculated as a percentage of the commissions paid by the Merchant to affiliates for qualifying transactions.

### **Bonus Override (%):**

The "Bonus Override" refers to an additional fee charged by the Affiliate Network to the Merchant, calculated as a percentage of the bonus payments made by the Merchant to affiliates.

Basket Value Commission (%): [Insert Percentage]

Platform Fees (Fixed Amount per month): [Insert Amount]

Commission Override (%): [Insert Percentage]

Bonus Override (%): [Insert Percentage]

WHEREAS, the Affiliate Network operates an affiliate marketing platform (the "Network") to connect advertisers (merchants) with affiliate marketers (publishers); and

WHEREAS, the Merchant wishes to participate in the Network and utilize the Affiliate Network's services to promote and sell their products or services through affiliates;

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

---

## 1. Scope of Agreement

**1.1 Services Provided by the Network:** The Affiliate Network agrees to provide the Merchant with access to its affiliate marketing platform, allowing the Merchant to promote and sell its products or services through the affiliates in the Network.

**1.2 Merchant Obligations:** The Merchant agrees to:

- Provide accurate product information, descriptions, and pricing to be used by affiliates in their promotional efforts.
- Maintain accurate and up-to-date inventory and fulfillment processes.
- Set commission rates, rules, and performance metrics for affiliate campaigns.
- Fulfill all orders resulting from affiliate referrals, including processing payments and shipping.

**1.3 Acceptance of Affiliates:** The Merchant agrees to accept all affiliates that meet the Network's requirements and are qualified to participate in the Merchant's campaigns.

---

## 2. Commission and Payment Terms

**2.1 Commission Structure:** The Merchant will specify the commission structure for affiliate referrals. This may include commission rates such as:

- Percentage of sale (CPS)
- Cost per acquisition (CPA)
- Cost per click (CPC), or
- Other mutually agreed-upon structures.

**2.2 Commission Payment:** The Affiliate Network will handle the payment of commissions to affiliates for all transactions generated through the Network. Payment to affiliates will occur based on the commission structure defined in section 2.1.

**2.3 Merchant Payment Obligations:** The Merchant agrees to pay the Network any applicable fees related to using the Network's services. This may include setup fees, monthly service fees, transaction fees, or performance-based fees as agreed upon.

**2.4 Payment Method and Schedule:** Payments for commissions will be made [Insert Frequency, e.g., monthly, quarterly] to the Network by the Merchant. The Affiliate Network will pay the affiliates after receiving payments from the Merchant. Payments will be processed through [Insert Payment Methods, e.g., PayPal, bank transfer, check].

**2.5 Refunds and Chargebacks:** In the event of refunds or chargebacks for orders generated by affiliates, the Merchant agrees to adjust the commissions accordingly. Refunds and chargebacks may be deducted from the Merchant's future payments to the Network.

---

### **3. Merchant Obligations and Representations**

**3.1 Compliance with Laws:** The Merchant shall comply with all applicable laws, including but not limited to consumer protection, advertising, data protection, and intellectual property laws.

**3.2 Prohibited Practices:** The Merchant agrees not to engage in or support any fraudulent activity, including but not limited to, click fraud, misrepresentation, or the use of deceptive advertising practices.

**3.3 Product and Service Quality:** The Merchant guarantees that the products and services promoted through the Network will meet all applicable industry standards and will be delivered to consumers in accordance with the Merchant's policies.

**3.4 Marketing Materials:** The Merchant agrees to provide the Network with marketing materials (e.g., banners, text links, product feeds, etc.) that affiliates can use in their promotional campaigns. The Merchant represents that these materials do not infringe on any third-party rights.

**3.5 Termination of Campaigns:** The Merchant reserves the right to terminate any affiliate campaign at any time by notifying the Network in writing. The Merchant shall provide sufficient notice to ensure proper tracking of commissions for any ongoing campaigns.

---

### **4. Affiliate Network Responsibilities**

**4.1 Tracking and Reporting:** The Affiliate Network will provide the Merchant with reporting tools to track affiliate performance, including clicks, leads, conversions, and commissions. Reports will be made available to the Merchant via the Network's platform.

**4.2 Compliance Monitoring:** The Network will monitor affiliate marketing efforts to ensure compliance with the terms of this Agreement and the Merchant's guidelines. However, the Merchant is ultimately responsible for ensuring that affiliates comply with all relevant laws and regulations.

**4.3 Customer Support:** The Affiliate Network will provide support for any issues related to the Network platform, including troubleshooting technical issues, reporting concerns, and general inquiries related to campaign performance.

---

### **5. Confidentiality**

**5.1 Confidential Information:** Both parties agree to keep confidential all proprietary and sensitive information, including but not limited to, marketing strategies, customer data, financial information, and any other information marked as confidential or that would reasonably be considered confidential.

**5.2 Use of Confidential Information:** The parties agree to use confidential information only for the purposes of fulfilling their obligations under this Agreement and not for any other purpose without prior written consent.

---

## **6. Term and Termination**

**6.1 Term:** This Agreement shall commence on the Effective Date and will continue until terminated by either party in accordance with the terms hereof.

**6.2 Termination for Convenience:** Either party may terminate this Agreement for convenience with [Insert Notice Period, e.g., 30 days] written notice.

**6.3 Termination for Cause:** Either party may terminate this Agreement immediately if the other party breaches any material term or condition of this Agreement, including but not limited to, failure to comply with the law, non-payment, or fraud.

**6.4 Effect of Termination:** Upon termination, the Merchant will pay any outstanding amounts owed to the Network and affiliates. All commissions earned up until the termination date shall be payable.

---

## **7. Limitation of Liability**

**7.1 No Liability for Indirect Damages:** Neither party will be liable to the other for any indirect, incidental, special, or consequential damages arising from this Agreement, including but not limited to lost profits or loss of data.

**7.2 Maximum Liability:** The total liability of either party under this Agreement, whether in contract, tort, or otherwise, shall not exceed the total amount paid by the Merchant to the Network during the three months preceding the event giving rise to the claim.

---

## **8. Indemnification**

**8.1 Indemnification by Merchant:** The Merchant agrees to indemnify, defend, and hold harmless the Affiliate Network, its affiliates, directors, employees, agents, and partners from any claims, damages, liabilities, or expenses (including legal fees) arising out of or related to the Merchant's products, services, or marketing practices.

**8.2 Indemnification by Network:** The Network agrees to indemnify, defend, and hold harmless the Merchant from any claims, damages, liabilities, or expenses arising out of the

Network's failure to comply with applicable laws or misuse of the Merchant's intellectual property.

---

## 9. Miscellaneous

9.1 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of [Insert Jurisdiction], without regard to its conflict of law principles.

9.2 **Dispute Resolution:** Any disputes arising under this Agreement shall be resolved through [Insert dispute resolution method, e.g., arbitration, mediation] in [Insert Location].

9.3 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, and representations.

9.4 **Amendments:** This Agreement may be amended only in writing and signed by authorized representatives of both parties.

---

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

### Upfilly LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### [Merchant Company Name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_