

AFFILIATE AGREEMENT

Primary Website: www.ezbookkeeping.com

THE AGREEMENT: This Affiliate Agreement (hereinafter called the "Agreement") is provided by the following organization, hereinafter referred to as "Company"

EZ Bookkeeping & Training Services. Our primary website is located at the address listed above. The Agreement is a legal document between you and the Company that describes the affiliate relationship we are entering. This Agreement covers your responsibilities as an affiliate and our responsibilities to you. Please ensure you read and understand the entirety of this document, as well as have a lawyer's assistance if you desire, because each of the terms of this Agreement are important to our working relationship.

1) DEFINITIONS

The parties referred to in this Agreement shall be defined as follows:

- a) **Company, Us, We:** As we describe above, we'll be referred to as the Company. Us, We, Our, Ours and other first-person pronouns will also refer to the Company, as well as all employees or legal agents of the Company.
- b) **You, the Affiliate:** You will be referred to as the "Affiliate." You'll also be referred to throughout this Agreement with second-person pronouns such as You, Your, or Yours.
- c) **Parties:** Collectively, the parties to this Agreement (the Company and You) will be referred to as "Parties" or individually as "Party."
- d) **Affiliate Program:** The program we've set up for our affiliates as described in this Agreement.
- e) **Affiliate Application:** The fully completed form which must be provided to us for consideration of your inclusion in the Affiliate Program.
- f) **Website:** The primary website we've noted above will be referred to as Website.

2) ASSENT & ACCEPTANCE

By submitting an application to our Affiliate Program, you warrant that you have read and reviewed this Agreement and that you agree to be bound by it. If you do not agree to be bound by this Agreement, please leave the website immediately and do not apply to our Affiliate Program. This Agreement specifically incorporates by reference any Terms of Conditions, Privacy Policies, End-User License Agreements, or other legal documents which we may have on our website.

3) AGE RESTRICTION

You must be at least 18 (eighteen) years of age to join our Affiliate Program or use this Website. By applying to our Affiliate Program, you represent and warrant that you are at least 18 years of age and may legally agree to this Agreement. The Company assumes no responsibility or liability for any misrepresentation of your age.

4) PROGRAM SIGN-UP

In order to sign up for our Affiliate Program, you will first be asked to submit an Affiliate Application to join. The Affiliate Application included in Appendix II of this Agreement.

Submitting an Affiliate Application does not guarantee inclusion in the Affiliate Program. We evaluate each application and are the sole and exclusive decision-makers on Affiliate acceptance. If you do not hear from us within five (5) business days, please consider your application unsuccessful. We are not obligated to provide you any explanation for this decision, but please be advised we may refuse applicants for any reason or manner, including but not limited to a website or social media page which violates our Acceptable Use Policy. If your Affiliate Application is unsuccessful, you may not reapply.

If your Affiliate Application is accepted, each of the terms and conditions in this Agreement applies to your participation. We may also ask for additional information to complete your Affiliate Application or for you to undertake additional steps to ensure eligibility in the Affiliate Program.

5) NON-EXCLUSIVITY

This Agreement does not create an exclusive relationship between you and us. You are free to work with similar affiliate program providers in any category. This agreement imposes no restrictions on us to work with any individual or company we may choose.

6) OUR RESPONSIBILITY

After your acceptance in the Affiliate Program, you must ensure your account is set up thoroughly, including specific payout information which we will use to post Affiliate earnings. We will provide you with a unique Code to identify Qualified Purchases and Qualified Leads completed by you. This Code must be included in the Subject of all communication along with the Full name (s) of your referred Customer and Leads.

7) AFFILIATE OBLIGATIONS

You agree to *display, like, share and recommend our website, products, services and events* prominently on all your social media pages, WhatsApp groups and websites. Each time a user completes the sale of the product or service and we determine it is a "Qualified Purchase", as described below, you will be eligible to receive the estimated amounts as outlined in the your selected Affiliate Level Packages (ALP). All payouts will be made in Bahamian Dollars (BSD).

8) SPECIFIC TERMS APPLICABLE

We will determine whether payout is permissible in our sole and exclusive discretion. We reserve the right to reject contact referrals and/or sales that do not comply with the terms of this Agreement. As described above, in order to be eligible for payout, user purchases must be "**Qualified Purchases**" and/or "**Qualified Leads**" i.e. meeting the following conditions:

- a) Must not be referred by any other Affiliate (in other words, Qualified Purchases can only be referred by one (1) Affiliate.
- b) May **not** be purchased by an already-existing customer or User of our Services;
- c) May **not** be purchased under duress or harassment by an Affiliate.

- d) May **only** be purchased through our website.
- e) May not be purchased by a customer in violation of any of our terms or Acceptable Use Policy;
- f) May not be fraudulent in any way, in the Company's sole and exclusive discretion;
- g) May **not** have been induced by the Affiliate offering the customer any coupons or discounts;

9) PAYOUTS

The Company will release Payouts within forty-eight (48) hours of “Qualified Purchase/Lead” by bank transfer or direct deposit to a valid **local** bank account as listed on the ALP Application form. All payments shall be made less ALP fees (*refer to Appendix II. – ALP*). We explicitly reserve the right to change payout period in our sole and exclusive discretion. If we do so, you will be notified. Valid bank details include:

- Beneficiary name
- Account number
- Bank Name
- Bank address or branch

Note: NO Cash payments will be provided. The Company must be notified immediately in writing of any changes to bank details. We will NOT be liable any amounts sent to the wrong account as a result. All fees incurred as a result of failure to notify us e.g. bank fees to track, recover and resend payment will be deducted from the payout amount.

For any disputes as to payout, the Company must be notified within forty-eight (48) hours of receipt of the payout. We will review each dispute notification as well as the underlying payout transaction to which it is related. Disputes filed after forty-eight (48) hours of payout will not be addressed.

10) Affiliate Level Packages Fee (ALP)

All ALP fees shall be deducted in full from the Affiliate earnings prior to payouts. In the cases where fees exceed earnings – 50% of ALP fees shall be deducted. **Note:** The ALP balance shall be collected in full at the next payout plus the current fees (*Refer to Appendix II. – ALP fee schedule*). A Transaction Report of earning per “**Qualified Purchases**” and “**Qualified Leads**” for the period will be sent to each Affiliate to email as indicated on the Affiliate Application.

11) TERM, TERMINATION & SUSPENSION

The term of this Agreement will begin when we accept you into the Affiliate Program. It can be terminated by either Party at any time in writing with or without cause. You may only earn payouts for as long as you are an Affiliate in good standing during the term. If you terminate this Agreement with us, you will qualify to receive payouts earned prior to the date of termination. If you fail to follow the terms of this Agreement or any other legal terms we have posted anywhere on our website or websites, you forfeit all rights, including the right to any unclaimed payout. We specifically reserve the right to terminate this Agreement if you violate any of the terms herein, including, but not limited to, violating the intellectual property rights of the Company or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material. At the

termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

12) INTELLECTUAL PROPERTY

You agree that the intellectual property owned by the Company includes all copyrights, trademarks, logo, domain, trade secrets, patents, and other intellectual property belonging to the Company and intellectual property owned by its Third-party product & service providers. Subject to the limitations listed below, we hereby grant you revocable right to re-post, share our images, content, events and website to promote our products and services.

You May **NOT**:

- Modify, alter, reproduce or change in anyway or form our *Logo, Images, content, website, products or services etc* without our written authorization.
- Use our *logo, images, domain, website, content products or services*, in any way that is likely to cause consumer confusion or damage or jeopardize the good-standing reputation and goodwill of the Company.

We will immediately terminate this agreement where any such prohibited activity or breach of this Agreement occur. The Company may choose to exercise its right to pursue legal action for any loss of goodwill or damages that occur as a result. All monetary damages, legal fees and costs shall be at the sole expense of the responsible Affiliate, and/or their related parties.

13) MODIFICATION & VARIATION

The Company may, from time to time and at any time, modify this Agreement. You agree that the Company has the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications will replace any prior version of this Agreement. If you don't agree to the update or replacement, you can choose to terminate this Agreement as described below.

14) RELATIONSHIP OF THE PARTIES

Nothing contained within this Agreement shall be construed to form any partnership, joint venture, agency, franchise, or employment relationship. **You are an independent contractor to the Company and will always remain so.**

14) ACCEPTABLE USE

You agree not to use the Affiliate Program or our Company for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Affiliate Program in any way that could damage our websites, products, services, or the general business of the Company. You further agree not to use the Affiliate Program:

- I) To harass, abuse, or threaten others or otherwise violate any person's legal rights;
- II) To violate any intellectual property rights of the Company or any third party;
- III) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- IV) To perpetrate any fraud;

- V) To engage in or create any sweepstakes, or pyramid scheme;
- VI) To publish or distribute any obscene or defamatory material;
- VII) To publish or distribute any material that incites violence, hate, or discrimination towards any group;
- VIII) To unlawfully gather information about others.

15) REVERSE ENGINEERING & SECURITY

You agree not to undertake any of the following actions:

- a) Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on any of our websites, products or services;
- b) Violate the security of any of our websites or services through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

16) INDEMNIFICATION

You agree to defend and indemnify the Company and any of its agents (if applicable) and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the Affiliate Program, your breach of this Agreement, or your conduct or actions. You agree that the Company shall be able to select its own legal counsel and may participate in its own defense, if the Company wishes.

17) ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the Affiliate Program. This Agreement supersedes and replaces all prior agreements or understandings, written or oral.

18) NO WARRANTIES OR GUARANTEES

You agree that your use of the Affiliate Program is at your sole and exclusive risk and that any services provided by us are on an "As Is" basis. The Company makes NO warranties whether express or implied that the Affiliate Program will meet your needs or that you will earn the amounts estimated in its ALP schedule. The Company also makes no warranties as to the reliability or accuracy of any information.

19) GENERAL PROVISIONS:

- A) LANGUAGE: All communications or notices given pursuant to this Agreement shall be in the English language.
- B) JURISDICTION, VENUE & CHOICE OF LAW: Through your participation in the Affiliate Program, you agree that The Bahamas shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between you and the Company.
- C) ASSIGNMENT: This Agreement, or the rights granted to you, may not be assigned, sold, leased or otherwise transferred in whole or part to anyone. In such a case this Agreement, or the rights granted hereunder shall be rendered invalid.
- D) SUPERIOR FORCE: The Company is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, interruption in service, acts of military authorities, riots, acts of

nature and natural disasters, and other acts which may be due to unforeseen circumstances.

For any questions or concerns, please email us at the following address:

ezbookkeepingservices@yahoo.com.

APPENDIX I.- AFFILIATE APPLICATION

Applicant Information

Full Name: _____ Date: _____
Last First M.I.

Address: _____
Street Address House/Unit #

City/Settlement Country

Phone: _____ Email _____

Do you have sales experience? YES NO No. of years: _____ Are you employed? YES NO

Are you a Bahamian? YES NO If no, state nationality here: _____

Can you speak English? YES NO What other languages do you speak? _____

Have you ever been convicted of a crime? YES NO

If yes, explain:

SOCIAL MEDIA NETWORK (selected all that apply)

Facebook: No. of followers: Up to 100 200-500 500-1000 >1000

WhatsApp: No. of contacts/size of group: Up to 100 200-500 500-1000 >1000

Instagram No. of followers: Up to 100 200-500 500-1000 >1000

Twitter No. of followers: Up to 100 200-500 500-1000 >1000

YouTube No. of followers: Up to 100 200-500 500-1000 >1000

References

Please list two (2) professional references.

Full Name: _____ Relationship: _____

Company: _____ Phone: _____

Address: _____

Full Name: _____ Relationship: _____

Company: _____ Phone: _____

Address: _____

Previous Employment

Company: _____

Job Title: _____

Bank Information

Bank Name: _____ Branch: _____

Beneficiary name: _____ A/C#: _____

Type of account: _____ Currency _____

Disclaimer and Signature

*I certify that my answers are true and complete to the best of my knowledge.
If this application leads to employment, I understand that false or misleading information in my application or interview may result in my release.*

Signature: _____ Date: _____

APPENDIX II.

AFFILIATE LEVEL PACKAGES (ALP)			
BENEFITS	BASIC	GOLD	PREMIUM
Transaction fee	FREE	\$9.99	\$19.99
Discount on Any Course ^①	0%	15%	30%
CASH earned per Service ^②	YES	YES	YES
Courses	\$12.50	\$25	\$50
New Affiliate sign-up	\$0	\$1.50	\$6
Lead Generation ^③	\$5	\$8	\$10
Access to FREE Courses ^④	NO	YES	YES
Estimated Earnings <small>based on 10 service units</small>	\$110	\$230	\$420

① Discount on any courses on our website. *Re-sale options available (subject to certain conditions)*

② Cash is paid only for “Qualified Purchases” and “Qualified Leads” *refer to No.*

③ Contact Lead details must include:
 If **Business**: a) Name of Business, b) Full name of Decision Maker &, c) email address
 If an **Individual**: a) Full name and b) email address

④ Free Course - subject to availability