



Alumni Nations™

In consideration of Alumni Nations (“Company”) maintaining an Affiliate Program for its products and services, and you (“Affiliate”) desiring to participate in the Affiliate Program, it is agreed as follows:

1. ENROLLMENT

In order to enroll in the Company Affiliate Program, Affiliate must complete an application form. Applicant agrees that any registration information provided to the Company will always be accurate, correct and up to date and that the account will not be used for any illegal or unauthorized purpose. Applications will be evaluated by the Company and Company reserves the right to deny entrance into its Affiliate Program to any applicant that is deemed unqualified for any reason, at Company’s sole and absolute discretion.

2. TERM

The term of this Agreement shall be exactly 1 year from the date of signing. At the end of the term, this Agreement will automatically renew for an additional 1 year term unless cancelled by either party in accordance with Paragraph 3.

3. CANCELLATION

Company or Affiliate may cancel this Agreement for any reason by providing 30 days written notice to the other party; the date this notice is sent will be the Cancellation Date. Failure to comply with the terms of this Agreement will result in immediate cancellation of this Agreement by the Company and forfeiture by Affiliate of any accrued, unpaid commissions. Company shall pay any pending commissions owed to Affiliate through the Cancellation Date, if a cancellation of this Agreement occurs for any reason other than a violation of

this Agreement on the part of the Affiliate. Upon cancellation by either party, Affiliate's limited license to use the intellectual property of Company for the purpose of promoting the products and/or services offered through the Affiliate Program, will cease as of the Cancellation Date.

4. PROMOTIONAL MATERIALS

Company shall make available to Affiliate certain banner advertisements, button links, text links, and/or other graphic or textual material for display and use on the Affiliate website (the "Promotional Materials"). Affiliate shall display the Promotional Materials on Affiliate's website prominently and as Affiliate sees fit, provided that the manner of display shall be subject to the terms and conditions of this Agreement. Affiliate shall also include a link from the Promotional Materials to Company's website, as specified by the Company.

5. USE OF PROMOTIONAL MATERIALS

The Affiliate's use and display of the Promotional Materials on the Affiliate's website shall conform to the following terms, conditions and specifications:

1. Affiliate may not use any graphic, textual or other materials to promote Company's website, products or services other than the Promotional Materials provided by Company, unless Company approved such other materials in writing prior to their display.
2. Affiliate may only use the Promotional Materials for the purpose of promoting Company's website (and the products and services available thereon), and for linking to Company's website.
3. Affiliate will not alter, add to, subtract from, or otherwise modify the Promotional Materials provided by Company. If Affiliate wishes to alter or otherwise modify the Promotional Materials, Affiliate must obtain prior written consent from the Company for such alteration or modification.
4. The Promotional Materials will be used to link only to Company's website, to the specific web site page specified by Company.

6. LIMITED LICENSE TO USE INTELLECTUAL PROPERTY

Upon acceptance into the Affiliate Program, Company grants the Affiliate a revocable, non-exclusive, worldwide, royalty-free license to use the Promotional Materials provided by Company during the term of this Agreement. The Affiliate may display these materials on the Affiliate's website for the sole purpose of participating in the Affiliate Program. The Affiliate is prohibited from distributing, reproducing, modifying, amending, or creating derivative works of the Promotional Materials. Upon cancellation by either party, Affiliate's limited license to use the Promotional Materials for the purpose of promoting the products and/or services offered through the Affiliate Program, will cease as of the cancellation date. Upon the cancellation date, Affiliate must immediately cease any use of the Promotional Material. The Affiliate is not granted a license to use any of the Company's intellectual property or proprietary material, other than the Promotional Materials discussed above.

7. COMMISSION

- a. Affiliate will be paid a referral fee ("Commission"), for each customer who completes a purchase with the Company. Commission for a completed purchase by a customer is maximum \$250. The Affiliate shall be paid Commissions only on sales that are tracked through the client referral form, which Affiliate is expected to fill out for each referral.
- b. Company reserves the right to change and amend the commission rate structure at any time, in the Company's sole discretion.
- c. Commissions will be paid to the Affiliate 30 days after the completed sale and purchase from the customer. Commissions will be adjusted for orders that are cancelled, returned, or where payment is otherwise refunded to the

purchaser. All payments will be made to the Affiliate's PayPal account unless other arrangements are approved by the Company.

8. CUSTOMER SERVICE

The Company will handle all aspects of customer service for customers who purchase products and services through the client referral form, including customer inquiries and customer billing and collection. Company reserves the right to change the Company's policies and procedures, pricing structure, add or cancel any special offers, discontinue products or services, or change the terms under which products or services are offered at any time, without any advanced notice to the Affiliate.

9. AFFILIATE INTELLECTUAL PROPERTY

The Affiliate grants Company a revocable, non-exclusive, worldwide, royalty-free license to use the Affiliate's trademarks, trade names, service marks, business names, web page titles, slogans, logos, and copyrighted materials for the purposes of promoting, advertising, announcing, or marketing the Affiliate's participation in the Affiliate Program. The Company has no obligation to announce, advertise, market, or promote the Affiliate's participation in the Company Affiliate Program, but reserves the right to do so at its sole discretion.

10. AFFILIATE'S DUTIES

The Affiliate is solely responsible for the development, maintenance and operation of the Affiliate's website and for placing Links on Affiliate's website in compliance with the terms of the Affiliate Program.

Affiliate is responsible for disclosing that the Links provided on its website or marketed to potential customers by other means are affiliate links in accordance with Section 5 of the Federal Trade Commission Act.

Affiliate is responsible for all materials that appear on Affiliate's website and for ensuring that such items do not infringe upon the rights of any third party including, but not limited to, copyright, trademark, privacy or other proprietary rights.

11. WARRANTIES

a. Company's Warranties: Company represents, warrants and covenants that Company has full authority to enter into this Agreement and that the Affiliate Program, whether conducted by Company or any of its subcontractors, will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable and qualified personnel.

b. Affiliate's Warranties: Affiliate represents, warrants and covenants that Affiliate has full authority to enter into this Agreement and has or will obtain, during all times relevant hereunder, all of the necessary consents, rights, licenses, clearances, releases or other permissions to lawfully consummate the transactions and lawfully discharge, in all material respects, each and every of Affiliate's obligations or duties set forth hereunder, whether performance is due now or hereafter during the Term. The Affiliate represents, warrants and covenants that its website does not and will not contain any materials that are illegal and that the Affiliate's site is not operated for an illegal purpose or in an illegal manner.

c. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED THROUGHOUT THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.

12. LIMITATION OF LIABILITY

a. IN NO EVENT SHALL THE COMPANY HAVE ANY LIABILITY TO AFFILIATE FOR ANY LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES

HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; AND

b. IN NO EVENT SHALL THE COMPANY'S LIABILITY EXCEED THE FEES PAID UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY.

c. THE FOREGOING LIMITATIONS IN THIS PARAGRAPH 12 SHALL NOT APPLY TO THE OBLIGATIONS UNDER PARAGRAPHS 6, 9, 13 AND 21.

13. INDEMNIFICATION

The Affiliate hereby indemnifies and holds harmless the Company, its officers, directors, employees, contractors, affiliates, agents, successors and assigns from and against any and all claims, liabilities, damages, actions, causes of action, suits, threats, demands, settlements, including all costs and attorney fees related thereto, that the Company may incur and which are based in whole or in part upon the Affiliate's participation in the Affiliate Program, any claims that any of the Affiliate trademarks and other intellectual property and proprietary material infringe upon the rights of any third party, the Affiliate breach of any term, covenants, condition, representation or warranty contained in this Agreement or any policies of participation in the Affiliate Program, or any claim related directly or indirectly to the Affiliate use, operation or the content of the Affiliate's website.

14. EFFECT OF HEADINGS

The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

15. ENTIRE AGREEMENT; MODIFICATION; WAIVER

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

16. NEUTRAL CONSTRUCTION

This Agreement was prepared by Company and/or its counsel. It is expressly understood and agreed that this Agreement shall not be construed against Company merely because it was prepared by its counsel; rather, each provision of this Agreement shall be construed in a manner which is fair to both parties.

17. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. ASSIGNMENT

This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors, and assigns; provided, however, that Affiliate may not assign any of its rights under this Agreement, except to a wholly owned subsidiary entity of Affiliate. No such assignment by Affiliate to its wholly owned subsidiary shall relieve Affiliate of any of its obligations or duties under this Agreement.

19. NOTICES

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To Company at:

Alumni Nations

2784 Summerset Circle

Suamico, WI 54173

To Affiliate at the address provided on the application form completed by Affiliate at the time of enrollment.

Any party may change its address for purposes of this paragraph by giving the other parties written notice of the new address.

20. GOVERNING LAW; VENUE

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Wisconsin as applied to contracts that are executed and performed entirely in Wisconsin. The exclusive venue for any court proceeding based on or arising out of this Agreement shall be Brown County, Wisconsin.

21. RECOVERY OF LITIGATION EXPENSES

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to

recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

22. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Questions about this Affiliate Agreement? Email us at connect@alumninations.com.