

Affiliate Agreement

- THIS AFFILIATE AGREEMENT (the "Agreement") is made this DATE day of MONTH, 2021, (hereinafter the "Effective Date"), by and between ORLANDO FASHION LLC., (hereinafter "Company"), and AFFILIATE NAME, as an Independent contractor, having his/her/its principal place of business at the address set out herein below, (hereinafter "Affiliate") (hereinafter also referred to individually as a "Party" and together as the "Parties").

- **WITNESSETH:**

WHEREAS, Company is in the business of Entertainment Production, ecommerce and commercial production services; and **WHEREAS**, in the course of its business, Company has either developed, owns or offers for purchase various programs, products, services and events hosted by or contracted by company; and **WHEREAS**, Company has developed an Affiliate Program (the "Program"), through which members can participate in promoting the Company and its various programs, products, services and events hosted by or contracted by various merchants/brands/retailers; and so forth; **WHEREAS**, Affiliate has a background in company or industry and has a vested interest in affiliate network marketing **WHEREAS**, the Parties desire to enter into an agreement to provide for the non-exclusive advertisement and promotion of the Company and its various programs, products, services and events hosted by or contracted by company by Affiliate, and to share certain resulting revenues from the sale thereof.

- **NOW, THEREFORE, the Parties agree as follows:**

1. Whereas Clauses. All Whereas Clauses set out hereinabove are incorporated herein by reference and constitute a part of this Agreement.

2. Term. The term of this Agreement ("Term") shall begin on the Effective Date hereof and shall continue until terminated by either Party in accordance with this Agreement.

3. Definitions. The following capitalized terms, when used in this Agreement, shall have the respective meanings ascribed to them below, although the Parties recognize that the names of products, programs and services may change from time to time:

- a. "Account" means the specific location within the Program where sales commissions are tracked, reported and calculated.

b. "Company Marketing Materials" or "Marketing Materials" shall mean all promotional materials created, owned, authorized, and provided by Company to Affiliate, for the sole purpose of promoting Company's various programs, products, services and events hosted by or contracted by various merchants/brands/retailers; and so forth.

c. "Company Website" shall mean and refer to <https://www.orlandofashion.store> and/or any additional extensions designated by the Company.

d. "Company Product" or "Company Products" shall mean and include such various programs, services and events hosted by or contracted by various merchants/brands/retailers; and so forth; and events created and owned by Company, which Company authorizes Affiliate to promote from time to time under this Agreement. Affiliate acknowledges that the content of Company's Products may be changed from time to time by Company in its sole discretion.

e. "Confidential Information" shall mean all information provided by one Party to the other which is not generally published by the providing Party, including but not limited to, financial information, marketing plans, and customer lists of the providing Party and other information transmitted or delivered which would be expected under reasonable circumstances to be held private between the Parties and not disclosed, including the terms of this Agreement.

f. "Gross Revenue" shall mean all revenue received from the sale of one or more of Company's Products by Affiliate.

g. "Net Revenue" shall mean Gross Revenue, less any and all refunds, taxes, and other expenses related to the sale.

h. "Sales Commission" shall mean a percentage of Net Revenue from sales produced by Affiliate through its efforts to customers procured by Affiliate. Sales Prices shall be set by Company for each of its product lines and adjusted from time to time at Company's sole discretion.

i. "Proprietary Rights" shall mean all rights held by a Party in that Party's products, services and programs and confidential information, including, without limitation, copyrights, authors' rights, trademarks, service marks, patent rights, trade names, know-how and trade secrets, software source codes and

proprietary algorithms irrespective of whether such rights arise under U.S. intellectual property, unfair competition or trade secret laws.

j. "Customer" shall mean a person who purchases one or more Company Products from Company during the Term of this Agreement as a direct result of being referred to Company's Website or other in response to Affiliate's marketing efforts hereunder.

k. "Visitor" shall mean any person or user that clicks on a link to the Company's Website, accessed through the Affiliate's website or email.

4. License. Affiliate shall have the non-exclusive, limited right, under the terms hereof, to use the Products and Marketing Materials, as that term is defined hereinabove, during the Term of this Agreement only for the sole purpose of marketing Company Products. All images, technology and content provided for Affiliate's use is and shall remain the sole property of Company and no part thereof shall be deemed assigned or licensed to Affiliate except as explicitly provided for herein. All intellectual property rights, including trademarks, copyrights, patent rights and applications, trade names and service marks related to the Marketing Materials and Company's Products shall remain the Company's sole property, including rights in and to any derivatives thereof. Affiliate may not modify the trademarks, banners, the content, or any of the images provided to Affiliate in any way. Affiliate acknowledges that use of the Marketing Materials and the marks will not create in Affiant, nor will Affiliate represent that it has any right, title or interest in or to such items other than the license granted by Company. Affiliate will not challenge the validity of or attempt to register any of the marks or its interest therein as a licensee, nor will Affiliate adopt any derivative or confusingly similar names, brands or marks or create any combination marks with the marks. Affiliate acknowledges Company's ownership and exclusive right to use the marks and agrees that all goodwill arising as a result of the use of the marks shall inure to the benefit of the Company.

5. Termination. This Agreement may be terminated by a Party:

a. For cause immediately: (i) if the activities of the other Party or the statements or opinions expressed by or through the other Party's representatives, or through publication or other public dissemination, are materially likely to expose that Party to administrative, civil or criminal liability or to materially damage the reputation of that Party or its products or services, or (ii) if the other Party shall be in material breach or default of any material provision of this Agreement and such material breach or default of any material provision of this Agreement has not been cured within ten (7) days of written notice to the other Party.

b. Without cause: upon thirty (30) days prior written notice to the other Party.

c. Upon Termination, Affiliate will be compensated for any Sales Commissions earned up to the date of Termination.

d. For failure to remain current on the website and training as well as educational material provided for Affiliates

6. Obligations of Company. During the term of this Agreement, Company shall:

a. License to Affiliate the Marketing Materials, as that term is defined hereinabove, and any updates thereto, for the sole purpose of marketing Company's Products under the terms of this Agreement.

b. Advise Affiliate via email, direct message or phone call/text of any changes or updates to the Marketing Materials and Company's Products.

c. If needed, provide for a hyperlink to be placed either on Affiliate's own website or a sponsored link displayed as part of any Internet search engine results that, when clicked on, sends a Visitor to the Company's Website (hereinafter the "Link").

d. Allow Affiliate to post or link to company on Affiliate's website and/or in Links sponsored by Affiliate.

e. Provide resources and support to Affiliate to assist in maximizing affiliate's promotions, including but not limited to, ads and promotional materials and communications concerning upcoming promotions, product launches, events and private training opportunities.

f. Provide access for Affiliate to Company's "Affiliate benefits", currently including store discounts, brand services, events and performance contests.

g. Fulfill all sales made to Customers, at Company's expense.

h. Pay Affiliate a Sales Commission on sales made to its procured Customers, to be paid within the final two weeks of the month following the month in which Company receives the Gross Revenue therefor. By way of explanation/example only, Sales Commission on sales made during the month of March will be paid by the fifteenth (15th) day of April. Company may provide Affiliate a Form 1099-MISC by February 15th for sales commissions earned the prior year.

i. Respect the privacy of Affiliate and not disclose to third parties any information concerning Affiliate, if Affiliate specifically expresses its desire for anonymity.

j. Provide its services with due care, skill and ability.

7. Obligations of Affiliate. During the term of this Agreement, Affiliate shall:

a. Endorse the Company and market Company's Products to Affiliate's prospects, using the Marketing Materials.

b. During the first season (spring, summer, fall, winter) of this Agreement, send out promotions to Affiliate's list of prospects, the first of which shall be sent out within one month from the Effective Date of this Agreement.

c. Refrain from posting any Marketing Materials on any hate sites, adult sites or any other websites unless previously approved by Company.

e. Maintain the integrity of all Marketing Materials and not change, adapt, reword or alter in any manner the content thereof without the prior written consent of Company.

f. Place banners or links only within Affiliate's the content of Affiliate's Website, social medias and other web-related content, without the prior written consent of Company.

g. Notify Company immediately of any unauthorized use of any Marketing Materials posted on Affiliate's website.

h. Maintain membership on Company's website(s)

i. Sign the Non-Circumvention, Non-Disclosure Agreement and enforce same with procured clients

8. Representations and Warranties of Company. Company represents and warrants that:

a. It has the right and authority to enter into this Agreement.

b. It shall obtain all necessary licenses for any sales events, telemarketing or otherwise, and shall obey all applicable laws, regulations and rules of any applicable government body or agency or other authority.

c. It is not engaged in the business of a broker-dealer or an investment adviser, and is not required by law to be registered as a broker-dealer and/or investment adviser with the Securities and Exchange Commission or any self-regulatory organization.

d. No proceeding in bankruptcy or receivership has ever been instituted by or against Company, nor has Company made any assignment for the benefit of creditors and there are no civil actions, proceedings, judgments, bankruptcies, liens or executions in any State or Federal Court in the United States that could in any way affect the subject matter of this Agreement.

e. Company is not now and has never been the subject of any action, suit or investigation by any regulatory agency of any state or local government or of the federal government.

9. Representations and Warranties of Affiliate. Affiliate represents and warrants that:

a. Affiliate has the right and authority to enter into this Agreement.

b. Affiliate, if an individual, is at least eighteen (18) years of age and a resident of the United States.

c. Affiliate shall obtain all necessary licenses for any sales events, marketing or otherwise and shall obey all applicable laws, regulations and rules of any applicable government body or agency or other authority.

d. Company has made no representations whatsoever about any and accepts no liability relative to any other website which may be accessed through the Company's Website or through a link from the Company's Website to another website or for the content or the use thereof.

e. Affiliates' website content, if any, is solely owned by Affiliate and does not infringe on the rights of any third party, including but not limited to intellectual property rights, and is not defamatory, libelous, unlawful or otherwise objectionable and Affiliate shall not provide, promote, distribute, place or otherwise publish or host any website that includes content which is libelous, defamatory, obscene, pornographic, abusive, fraudulent or which violates any law.

f. Affiliate is not engaged in the business of a broker-dealer or an investment adviser, and is not required by law to be registered as a broker-dealer and/or investment adviser with the Securities and Exchange Commission or any self-regulatory organization.

g. No proceeding in bankruptcy or receivership has ever been instituted by or against Affiliate, nor has Affiliate made any assignment for the benefit of creditors and there are no civil actions, proceedings, judgments, bankruptcies, liens or executions in any State or Federal Court in the United States that could in any way affect the subject matter of this Agreement.

h. Affiliate is not now and has never been the subject of any action, suit or investigation by any regulatory agency of any state or local government or of the federal government.

10. Indemnification. Each Party shall indemnify, defend and hold harmless the other Party, their affiliates and licensees against any and all third-party claims,

demands, suits, damages, losses or expenses, including attorney fees, suffered as a result of any breach of the warranties and covenants set forth above.

11. Confidentiality. Each Party agrees to keep confidential and not disclose or use, except in performance of its obligations under this Agreement, the terms of this Agreement, confidential or proprietary information related to the other Party's technology or business that the Receiving Party learns in connection with this Agreement, and any other information received from the other, including without limitation, to the extent previously, currently or subsequently disclosed to the Receiving Party hereunder or otherwise: information relating to products, programs, services, data base information or technology of the Disclosing Party or the properties, composition, structure, use or processing thereof, or systems therefore, or to the Disclosing Party's business (including, without limitation, computer programs, code, algorithms, schematics, data, know-how, processes, ideas, inventions (whether patentable or not), names and expertise of employees and consultants, all information relating to customers and customer transactions and other technical, business, financial, customer and product development plans, forecasts, strategies and information), all of the foregoing, ("Confidential Information"). The Disclosing Party must designate Confidential Information by marking it as such in a conspicuous place. Neither Party shall disclose the terms of this Agreement to any third Party without the prior written consent of the other Party. Each Party shall use reasonable precautions to protect the other's Confidential Information and employ at least those precautions that such Party employs to protect its own confidential or Proprietary Information. "Confidential Information" shall not include information the Receiving Party can document (a) is in or (through no improper action or inaction by the Receiving Party or any affiliate, agent or employee) enters the public domain (and is readily available without substantial effort), or (b) was rightfully in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it by another person without restriction, or (d) was independently developed by it by persons without access to such information and without use of any Confidential Information of the Disclosing Party. Each Party, with prior written notice to the Disclosing Party, may disclose such Confidential Information to the minimum extent possible that is required to be disclosed to a governmental entity or agency in connection with seeking any governmental or regulatory approval, or pursuant to the lawful requirement or request of a governmental entity or agency (including a court order or subpoena), provided that reasonable measures are taken to guard against further disclosure, including without limitation, seeking appropriate confidential treatment or a protective order, or assisting the other Party to do so.

The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Confidential Information, there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the Receiving Party or third parties to unfairly compete with the

Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law, and to be indemnified by the Receiving Party from any loss or harm, including without limitation, lost profits and attorney's fees, in connection with any breach or enforcement of the Receiving Party's obligations hereunder or the unauthorized use or release of any such Confidential Information. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach. Any breach of this Section will constitute a material breach of this Agreement.

12. Customers. Each Party shall retain joint ownership over the name, address, telephone numbers and email addresses of each Customer procured by Affiliate, as that term is defined herein above.

13. Miscellaneous.

a. Assignment & Assumption. Affiliate may not assign this Agreement without the prior written permission of Company.

b. Relationship of the Parties. The Parties hereto expressly understand and agree that their relationship is that of independent contractors and that each Party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection with this Agreement. Neither Party nor its agents or employees are the representatives of the other Party for any purpose and neither Party has the power or authority as agent, employee or any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever. *Nothing in this Agreement shall be deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership or formal business entity of any kind, nor shall either of the Parties hereto be deemed a joint venturer or partner or agent of the other.* Neither Party shall claim any status; which is contrary to the foregoing terms of this Agreement regarding the relationship of the Parties. Neither Party shall become liable by reason of any representation, act, or omission of the other contrary to the provisions hereof.

c. Notices. Notices under this Agreement shall be sufficient if in writing and delivered to addressee via email or in-person

d. Construction. The Parties acknowledge and agree that this Agreement has been drafted and prepared for both Parties and the rule of construction that any

vague or ambiguous terms are to be construed against the Party drafting such terms shall not be applied to either Party to this Agreement.

e. **Governing Law; Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, a US State. In the event of a dispute regarding this Agreement or the respective rights of the Parties hereunder, the Parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Florida, and in the event litigation results with respect thereto, the Parties agree to be individually responsible for their own attorney's fees, court costs, and all other expenses.

f. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, documents, agreements and prior course of dealing, and shall not be effective until signed by both Parties

g. **Amendment and Waiver.** Except as otherwise expressly provided herein, any provision of this Agreement may be amended or modified and the observance of any provision of this Agreement may be waived (either generally or any particular instance and either retroactively or prospectively) only with the written consent of the Parties. The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

h. **Severability.** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

i. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Transmission by facsimile of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

j. **Headings.** Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement.

14. Further Assurances. Each of the Parties hereto agrees to execute and deliver, or cause to be executed and delivered, all such instruments, and to take all such action as the other Party may reasonably request in order to effectuate the intent and purposes, and to carry out the terms of, this Agreement.

15. Network Override charge. The affiliate network override charge is a recurrent monthly fee that will be deducted from overall sales by affiliate.

Sales > \$1,000 = 25% override fee

Sales < \$1,000 = 20% override fee

Sales < \$500 = 10% override fee

TO ACTIVATE THIS AFFILIATE AGREEMENT PLEASE ELECTRONICALLY SIGN THIS DOCUMENT AND IT WILL BE FORWARDED TO A COMPANY REPRESENTATIVE. YOUR AFFILIATE AGREEMENT WILL BE EFFECTIVE WITHIN 24 HOURS OF SUBMISSION AND RECEIPT SENT TO YOU VIA EMAIL.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first written above.

- Term of Contract

Please Select Spring Summer Fall Winter Spring (March, April, May) Summer (June, July, August) Fall (September, October, November) Winter (December, January, February)

- Execution of Contract

 Date

- Affiliate Name

First NameLast Name

- Affiliate Address

Street Address

Street Address Line 2

CityState / Province

Postal / Zip Code

- Signature

Powered by Jotform SignClear

- Company Agent

First NameLast Name

- Email

example@example.com

- Registered Agent Signature

Powered by Jotform SignClear

- **Products and compensation:**

(Prices and compensations must be verified by a company representative or agent prior to offering products or services – Special Products and opportunities may be offered from time to time)

- **Affiliate Program Standard Commission Income Statement**

For qualifying purchases of products within product categories specified in table 1 below, the standard income accrued will be the corresponding fixed rate of qualifying revenue specified in following table(s)

- Table 1 - Fixed Standard Commission Income Rates for Specific Product Categories

	Fixed Commission Income Rates
Fashion Clothing & Apparel	
Fashion Accessories	
Digital Products	
Health, Beauty & Personal Care	
Toys, Electronics	
All Other Categories	

- Special Commission Income (a) Events

	Fixed Commission Income Rates
(Signature) Events	
(Sponsored) Events	

All Other Categories	
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- (b) Paid Memberships

	Fixed Commission Income Rates
Orlando Fashion Magazine	
All Other Categories	

- **Commission Income Limitations**

The following income limitations are currently applicable:

- **(a) Fine Art Products**

Standard Commission Income for all Qualifying Purchases of Products that are categorized as fine art are limited to a maximum percentage of 5%

(not applicable to exclusive co-sponsors)

- Submit Form