

# Affiliate Agreement UK

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Governed by the Common Law of Contract, Consumer Protection from Unfair Trading Regulations 2008, and the UK GDPR / Data Protection Act 2018

This Affiliate Agreement (the "Agreement") is entered into on \_\_\_\_\_  
at \_\_\_\_\_

## By and Between

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a company (hereinafter referred to as the "Company") incorporated and existing under the laws of England and Wales, having its registered office situated at \_\_\_\_\_

## And

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(hereinafter referred to as the "Affiliate") having its registered address situated at \_\_\_\_\_

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collectively called the "Parties."

WHEREAS, the Company wishes to collaborate with the Affiliate for the services elaborated in Exhibit A, under the terms of this Agreement.

The Parties agree as follows:

1. The Agreement will take force on the date of execution by the Company and acceptance by the Affiliate, and shall renew at the end of the current calendar year and every year after that, unless the parties decide otherwise in accordance with the termination clause of this Agreement contained in clause 17.
2. The Parties acknowledge that this Agreement is not a franchise agreement.
3. Subject to the terms and conditions of this Agreement, the Company grants access to the Affiliate to use its property for the furtherance of its business.
4. The Company has trade interests with third parties and reserves the right to amend this Agreement if so required by such third parties.
5. The Affiliate shall protect the trade marks, copyright, trade names, and trade secrets that may be revealed to it for the purposes of this Agreement. Should the Affiliate discover any infringement, it is responsible for reporting such infringement promptly to the Company to protect such rights. The Affiliate shall comply with the Data Protection Act 2018 and UK GDPR in respect of all personal data processed under this Agreement.
6. The Affiliate agrees not to alter in any manner the copyrights, trade marks, or any other intellectual property of the Company.
7. The Affiliate shall bear the obligation to carry out all duties agreed by it under this Agreement.
8. The Affiliate shall keep a record of its activities and furnish such reports upon request by the Company.
9. The Affiliate shall furnish the following records periodically at the end of every quarter:
  - I. Sales generated
  - II. Record of successful activities
  - III. Progress report of ongoing activities
10. The Affiliate shall submit an annual plan to the Company stating, among other things, a plan of

activities for the year, staff directed to those activities, its targeted objectives, and the success of its previous year's activities.

11. The Company agrees not to interfere in the way the Affiliate carries out its business activities, provided that:
  - I. The Affiliate shall not make any false representation
  - II. The conduct of the Affiliate shall promote the goodwill of the Company
  - III. The Affiliate avoids deceptive business practices
  - IV. Its activities are consistent with this Agreement
12. The Company agrees to assist the Affiliate as long as the Affiliate is not in default status.
13. Unless otherwise provided in this Agreement, the Company shall not require the Affiliate to work in any specific setup or prohibit it from working with any specific person.
14. The payment for the services of the Affiliate shall be made according to the agreed terms, and a monthly billing report shall be prepared and paid by the 10th of every month.
15. All payments shall be made in pounds sterling (£).
16. The relationship between the Company and the Affiliate shall not be deemed as an employment or agency relationship other than for the specific purpose of this Agreement. Neither party will incur any type of debt in the other party's name.
17. The Agreement will come to an end at the Agreement's expiration or at any time, given that a thirty-day written notice shall be given to the other party.
18. Either party may opt out of this Agreement on the occurrence of:
  - I. Breach of any term of this Agreement
  - II. Bankruptcy or insolvency instituted by or against a party
  - III. Misrepresentation made by any party
  - IV. In the case of acting upon conflicting interests
19. Any dispute or claim arising out of or in connection with this Agreement or its subject matter shall be governed by and construed in accordance with the law of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

The Agreement was executed on the date stated above.

**For and on behalf of the Company:**

Company: \_\_\_\_\_ Signature: \_\_\_\_\_

Date (DD/MM/YYYY): \_\_\_\_\_

**For and on behalf of the Affiliate:**

Affiliate: \_\_\_\_\_ Signature: \_\_\_\_\_

Date (DD/MM/YYYY): \_\_\_\_\_