

## Affiliate Agreement

This Affiliate Agreement (the “Agreement”) is made between NFJ Productions (the “Company”), and the Affiliate, and collectively, the “Parties”) for participation in The Company’s affiliate program for the Neely Fuller, Jr. Referral Partner Program. In order to participate in Company’s affiliate program, Affiliate must submit an application and upon approval of Affiliate’s application by Company, Affiliate must agree to adhere to the following terms and conditions:

**1. 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 Company.

**2. Use of Promotional Materials.** The Affiliate’s use and display of the Promotional Materials on the Affiliate’s site shall conform to the following terms, conditions and specifications:

a. Affiliate may not use any graphic, textual or other materials to promote Company’s website, products or services other than the Promotional Materials, unless Company agrees to such other materials in writing prior to their display.

b. 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.

c. Affiliate will not alter, add to, subtract from, or otherwise modify the Promotional Materials as they are prepared by Company. If Affiliate wishes to alter or otherwise modify the Promotional Materials, Affiliate must obtain prior written consent from Company for such alteration of modification.

d. The Promotional Materials will be used to link only to Company’s website, to the specific page and address as specified by Company.

**3. License to Use Materials.** Company hereby grants to Affiliate a non-exclusive, nontransferable license (the “License”) to use the Promotional Materials as specified under the terms and conditions of this Agreement. The term of the License shall expire upon the expiration or termination of this Agreement.

**4. Intellectual Property.** Company retains all right, ownership, and interest in the Promotional Materials, and in any copyright, trademark, or other intellectual property in the Promotional Materials.

**5. Relationship of Parties.** This Agreement shall not be construed to create any employment relationship, agency relationship, or partnership between Company and Affiliate. Affiliate shall provide services for Company as an independent contractor. Affiliate shall have no authority to bind Company into any agreement, nor shall Affiliate be considered to be an agent of Company in any respect.

**6. Commissions.**

a. Company shall pay to Affiliate a referral fee (the “Commission”) in the amount of 20% commission for each sale

b. Commissions are held for a period of 60 days from any purchase to protect Company in the event of any chargeback that may occur. Company shall pay all Commissions accrued and payable to Affiliate within 90 days of the registration payment. Payment is made via the Affiliate's PayPal account. \$50.00 minimum payment threshold.

**7. Affiliate’s Responsibilities.**

a. Affiliate is solely responsible for the development, maintenance and operation of the Affiliate’s website and for placing links on Affiliate’s website to ensure full compliance with this Affiliate Agreement.

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

**8. Affiliate’s Representations and Warranties.**

Affiliate represents and warrants the following:

a. Affiliate has the legal authority to enter into this Agreement and to be bound to the promises, covenants, and other duties set forth in this Agreement.

b. Affiliate’s website and its content is compliant with all federal, state, and local laws.

c. Affiliate’s website does not contain any materials that are:

i. Sexually explicit, obscene, or pornographic;

ii. Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);

iii. Graphically violent, including any violent video game images; or

iv. Solicitous of any unlawful behavior

d. Affiliate has obtained any necessary clearances, licenses, or other permission for any intellectual property used on Affiliate's website. Nothing on Affiliate's website infringes upon the intellectual property rights of any person or entity. No person or entity has brought or threatened an action claiming such infringement, nor does Affiliate have any reason to believe that any person or entity will bring or threaten such a claim in the future.

e. Affiliate will not use the Promotional Materials in any manner other than those set forth in Section 1 above.

f. Affiliate will not make any claim to ownership of the Promotional Materials, or of the copyright, trademark, or other intellectual property therein.

g. Affiliate will not publish or otherwise distribute any advertising materials for Affiliate's website that reference Company or Company's website unless Company gives prior written consent to the distribution of such materials. Affiliate will not use Company's name (or any name that is confusingly similar to Company's name) for any purpose on its website, in its promotional materials, or in any other context except to promote Company's website as specified in this Agreement. Affiliate will not register any domain name that incorporates Company's name, or that is confusingly similar to Company's name.

h. Affiliate will not engage in the distribution of any unsolicited bulk emails (spam) in any way mentioning or referencing Company or Company's website.

**9. Indemnification.** Affiliate shall indemnify Company and hold Company harmless from any claim, damage, lawsuit, action, complaint, or other costs arising out of any breach of Affiliate's warranties set forth in Section 8 above. Affiliate shall also indemnify and hold Company harmless for any damage, loss or other cost arising out of the use or misuse by Affiliate of the Promotional Materials.

**10. Confidentiality.** Any information that Affiliate is exposed to by virtue of its relationship with Company under this Agreement, which information is not available to the general public, shall be considered to be "Confidential Company Information." Affiliate may not disclose any Confidential Company Information to any person or entity, except where compelled by law, unless Affiliate obtains prior written consent for such disclosure from Company.

**11. Term.**

a. This Agreement shall take effect upon the effective date, and shall remain in full force until terminated pursuant to the following paragraph (b).

b. Either Party shall have the right to terminate this Agreement at any time and for any reason. The terminating Party must give written notice to the other Party at least 30 days prior to the intended date of termination. The date of this notice will be considered the "Cancellation Date."

**c. Company's right to terminate.**

Affiliate's failure to comply with the terms of this Agreement for any reason may result in immediate cancellation of this Agreement by Company. Upon termination by Company for Affiliate's violation of this agreement, Affiliate forfeits any accrued, unpaid commissions. Notwithstanding the above, Company shall pay any pending commissions owed to Affiliate through the Cancellation Date, if Company's termination of this Agreement does not occur as a result of Affiliate's failure to comply with, or violation of this Agreement. Company, in its sole discretion, shall determine what action or nonaction constitutes a violation of this Agreement.

d. Upon cancellation by either party for any reason, Affiliate's license to use the intellectual property of Company for the purpose of promoting the products and/or services through the Affiliate Program will cease as of the Cancellation Date.

12. **Taxes.** Company shall not be responsible for any taxes owed by Affiliate arising out of Affiliate's relationship with Company as set forth in this Agreement. Company shall not withhold any taxes from the Commissions paid to Affiliate.

13. **Limitation of Liability.** **Company shall not be liable for any loss of profits or costs, or for any direct, indirect, special, incidental or consequential damages, including costs associated with the procurement of substitute goods or services (whether Company was or should have been aware or advised of the possibility of such damage), arising out of or associated with any loss, suspension or interruption of service, termination of this Agreement, use or misuse of the Promotional Materials, or other performance of services under this Agreement.**

14. **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect and be binding upon the parties, their heirs, personal representatives, executors, and assigns. If any court of competent jurisdiction deems any provision of this Agreement invalid or unenforceable, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

15. **Headings.** The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between Company and Affiliate, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no

other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

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

**18. 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, on the day of mailing if sent via electronic mail, 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:

Company: NFJ Productions  
c/o Nakia Gray, Esq.  
Gray Legal, P.C.  
9701 Apollo Drive, Suite 100  
Largo, MD 20774

Email: **ngray@nakiagray.com**

Affiliate's address provided on the application form completed at the time of enrollment in the Affiliate Program.

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

**19. Governing Law.** This Agreement shall be construed and interpreted under the laws of the **State of Maryland** without reference to its conflict of laws principles. The exclusive venue for any court proceeding based on or arising out of this agreement shall be the **Maryland** Courts.

**20. Attorney's Fees.** In the event that either party is forced to bring any legal action or arbitration proceeding because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and court costs incurred in pursuit of the legal action, in addition to any other relief to which they may be entitled.