

AFFILIATE PARTNER AGREEMENT

Badass Book Blurbs

Last Updated: 8 September 2026

This Affiliate Partner Agreement (the "Agreement") is entered into between Company and Affiliate as of the Effective Date above. By checking the box below, Affiliate confirms they have read, understood, and agree to be bound by the terms of this Agreement. It sets out the terms under which Affiliate may refer new clients to Company's book blurb writing packages in exchange for a commission.

1. Appointment

Company appoints Affiliate, on a non-exclusive basis, to promote and refer prospective clients to Company's book blurb writing packages (the "Services"). This Agreement does not create an employment, partnership, joint venture, or agency relationship between the parties. Affiliate is an independent contractor and is solely responsible for their own taxes, expenses, and business activities.

2. Referral & Commission

Commission Rate: 15% of the net purchase price

Commission applies to: first purchase only

Tracking method: unique referral link

A referral qualifies for commission only when all of the following are true:

- The client used Affiliate's unique link or code at checkout, or Company otherwise confirms the referral came from Affiliate;
- The client completed payment in full for a package; and
- The order was not cancelled or refunded.

3. Payment Terms

Payment schedule: monthly, by the 15th, for the prior month's confirmed sales

Minimum payout: \$5 — unpaid balances roll over to the next period

Payment method: PayPal

If a client cancels or receives a refund, any commission already paid on that order will be deducted from Affiliate's next payment, or invoiced back to Affiliate if no future payment is due.

4. Affiliate's Responsibilities

Affiliate agrees to:

- Represent Company's Services honestly and accurately, without making false, misleading, or exaggerated claims;
- Comply with applicable advertising laws, including disclosing the affiliate relationship where required (e.g., "#ad" or "affiliate link" disclosures);
- Not bid on Company's brand name in paid search advertising, and not use spam, misleading subject lines, or unsolicited bulk email to promote the Services, unless Company agrees otherwise in writing;
- Not modify, resell, or represent themselves as an employee, owner, or official spokesperson of the Company.

5. Marketing Materials & Brand

Company may provide Affiliate with approved marketing materials, images, or copy to use in promotions. Affiliates may not alter Company's logo, trademarks, or branding without prior written consent, and must remove any materials or references to Company promptly upon request or termination of this Agreement.

6. Confidentiality

Affiliate agrees to keep confidential any non-public information shared by Company, including pricing structures, client information, and business processes, and to use such information only for purposes of performing under this Agreement.

7. Term & Termination

This Agreement begins on the Effective Date and continues until terminated by either party. Either party may terminate this Agreement at any time, for any reason, with

written notice (email is sufficient). Commission earned on qualifying referrals made before the termination date will still be paid according to Section 3, provided the underlying order is not cancelled or refunded.

8. No Guarantee

Company makes no guarantee regarding the volume of referrals, commissions, or income Affiliate may earn under this Agreement. Company may change its packages, pricing, or commission structure at any time with reasonable notice to Affiliate.

9. Limitation of Liability

To the fullest extent permitted by law, Company's total liability to Affiliate under this Agreement is limited to the amount of commissions owed and unpaid at the time a claim arises. The company is not liable for indirect, incidental, or consequential damages.

10. Governing Law

Governing law / jurisdiction: New Zealand

11. Entire Agreement

This Agreement is the entire understanding between Company and Affiliate regarding the subject matter here, and supersedes any prior discussions or agreements. Any changes must be made in writing and agreed to by both parties.

Force Majeure clause:

10. Force Majeure

Neither party will be liable for any delay or failure to perform its obligations under this Agreement (other than payment obligations already due) to the extent such delay or failure results from causes beyond that party's reasonable control, including but not limited to acts of God, natural disaster, fire, flood, war, terrorism, civil unrest, labor disputes, government action, epidemic or pandemic, internet or utility outages, or failure of third-party platforms or payment processors (a "Force Majeure Event"). The affected party will notify the other party as soon as reasonably possible and will resume performance promptly once the

Force Majeure Event ends. If a Force Majeure Event continues for more than 30 days, either party may terminate this Agreement by written notice, without penalty.