



AFFILIATE AGREEMENT

This Affiliate Agreement is made on 01 June 2024.

- (1) Zway Limited, a company incorporated in England and Wales under registered number 12348017, whose registered office is at 160 City Road, London, London, EC1V 2NX (the **Merchant**); and
- (2) Fred Bloggs of Acacia Ave, Bradford, Beds, MK42 7ED (the **Affiliate**) (each a **Party** and collectively the **Parties**).

Meanings

1. In the Agreement the following words are defined:

Agreement	the agreement set out in this document including any amendments agreed in writing;
Affiliate Website	https://www.fredbloggs.com;
Confidential Information	information (however recorded or preserved) acquired by a party under the Agreement which is confidential to the other party because it: a. concerns its business, affairs, customers, clients, suppliers, plans, intentions, market opportunities, operations, processes, product information, know-how, designs, trade secrets or software; or b. has been developed by the other party under the Agreement;
Converted lead	any unique End User who registers and pays for any Merchant products and services resulting directly from promotion of the Merchant Website on the Affiliate Website. For the avoidance of doubt, an End User shall not qualify as a Converted Lead if that End User has previously registered and paid for any Merchant products and services;
End User	any person (individual, partnership, company or other organisation) who makes use of a web browser to access and view web pages;
Merchant Products and Services	the products and services which are sold on the Merchant Website as set out in Schedule 1;
Merchant Website	https://www.zwayonline/customer-sales; and
Promotional Content	the Merchant's trade name, the Merchant Website, trade or service marks, trade names, trade dress, logos, domain names, descriptions of the Merchant products and services, associated key words, and links, or other copy or content of any type that is provided by the Merchant to the Affiliate for the purposes of this Agreement.

Promotional Content and Website links

2. The Affiliate is authorised on a non-exclusive basis to promote the Merchant products and services to its website visitors using the Promotional Content.
3. The Merchant agrees to provide the Affiliate with the Promotional Content solely for the purposes of promoting the Merchant products and services. Use of the Merchant's Promotional Content is subject to the restrictions of this Agreement and



the Merchant can object to any use of Promotional Content if it deems the use to be inappropriate or inaccurate or for any other reason in its absolute discretion.

4. Each Party retains sole and exclusive ownership and control over its website and is solely responsible for maintaining and updating its own website.

5. The Merchant is not liable in any way for any claims relating to use of the Promotional Content by the Affiliate and the Affiliate agrees to indemnify the Merchant against all and any claims, damages, losses, liabilities, costs and expenses relating to the Affiliate's use of the Promotional Content.

Reporting

6. The parties will provide each other with relevant periodic reports of data relating to the value (traffic, completed sales, revenues, etc.) derived from individual activities as described in this Agreement.

Tracking of End Users and Compliance

7. The Affiliate will use and implement reasonable tracking mechanisms in order to permit the Merchant to accurately track Converted Leads.

8. In performance of its obligations under this Agreement, the Affiliate will comply with all applicable laws and regulations, including consumer protection and unfair trading regulations and shall not engage in any fraudulent activities such as cookie stuffing or link interception. The Affiliate acknowledges that any editorial content about products and services must be accompanied by a prominent statement that the affiliate is being paid to promote the products and services.

9. The Affiliate undertakes and covenants that at all times they will comply with the requirements of the Data Protection Act 2018 in respect of recording End User's details or obtaining or making use of email addresses.

10. Affiliate warrants that its site does not:

- a. promote sexually explicit materials;
- b. promote violence;
- c. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- d. promote illegal activities; or
- e. incorporate any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law.

Payments

11. The Merchant will pay the Affiliate a fee equal to £400.00 for each Converted Lead. The fee is inclusive of any VAT payable by the Merchant to the Affiliate. Approval and acceptance of any Converted Lead shall be at Merchant's sole discretion, and the Merchant may reject any such Converted Lead or any acceptance for any reason.

12. All payments will be made monthly at a time best suited to the Merchant's accounts department.

Limited Licence

13. The Merchant hereby grants the Affiliate, for the term of this Agreement, a limited, revocable, non-exclusive, non-transferable, royalty-free licence to:

- a. use and reproduce the Promotional Content in strict compliance with this Agreement; and
- b. display the Promotional Content on the Affiliate's website and with such other guidelines as may be identified by the Merchant from time to time solely for the purpose of marketing the Merchant products and services as provided in this Agreement.



14. The Affiliate must not alter or permit alteration of, or remove or modify or permit removal or modification of, any of the Promotional Content, or other identifying marks placed by the Merchant or its agents on the products and services or associated documentation or literature, without the Merchant's prior written approval. Except as specifically provided in this Agreement, nothing in this Agreement gives the Affiliate any right, title or interest in any of the Promotional Content, products and service, any underlying intellectual property, or goodwill of the Merchant. The Affiliate acknowledges that the Promotional Content, products and services, any underlying intellectual property, and any related goodwill are the sole and exclusive property of the Merchant. The Affiliate must not, during the term of this Agreement and afterwards, challenge or assist others to challenge the Promotional Content or its registration or attempt to register any trademarks, service marks, marks, trade names or domain names that are in any way confusingly similar to the Promotional Content.

15. The Affiliate agrees that it will cease using the Promotional Content immediately upon request, and this license terminates automatically when this Agreement terminates.

Termination

16. A party can terminate the Agreement for any reason by giving the other 30 days' notice.

17. A party can terminate the Agreement immediately by giving written notice to the other party if that other party:

- a. does not pay any sum due to it under the Agreement within 30 days of the due date for payment;
- b. commits a material breach of the Agreement (which, if capable of remedy, it fails to remedy within 30 days after being given written notice specifying full particulars of the breach and requiring it to be remedied);
- c. persistently breaches any term of the Agreement;
- d. is dissolved, ceases to conduct substantially all of its business or becomes unable to pay its debts as they fall due;
- e. is a company over any of whose assets or property a receiver is appointed;
- f. makes any voluntary arrangement with its creditors or (if a company) becomes subject to an administration order (within the meaning of the Insolvency Act 1986); or
- g. (if an individual or firm) has a bankruptcy order made against it or (if a company) goes into liquidation.

18. Termination of the Agreement does not affect either party's rights (including rights to be paid) or remedies as at the date of termination. Other than as set out in the Agreement, neither party has any further obligation to the other under the Agreement after its termination.

19. On termination of the Agreement for any reason, the Affiliate must permanently remove all Promotional Content from its website and return it to the Merchant.

Confidentiality

20. Each party will only use Confidential Information to perform its obligations under the Agreement and will not cause or allow the information to be disclosed except:

- a. where required by law, court order or any governmental or regulatory body;
- b. to any of its employees, officers, sub-contractors, representatives or advisers who need to know the information in order to discharge its obligations under the Agreement and agree only to use the information for that purpose and not to cause or allow disclosure of that information;
- c. where the information has become generally available to the public (other than as a result of disclosure in breach of the Agreement by the party or any of its employees, officers, sub-contractors, representatives or advisers);
- d. where the information was available or known to it on a non-confidential basis before being disclosed under the Agreement;
or
- e. where the information was developed by or for it independently of the Agreement and is received by persons who are not the disclosing party.



Limitation of Liability

21. The Agreement constitutes the entire agreement between the parties and replaces all prior discussions, arrangements or agreements that might have taken place. All warranties, conditions and other terms implied by statute or common law are excluded from the Agreement to the fullest extent permitted by law, without in any way limiting or excluding liability for personal injury, fraud or fraudulent misrepresentation.
22. The total liability of the Merchant to the Affiliate in relation to any event or series of related events is limited to the fees due to the Affiliate under this Agreement.
23. No party will be liable to any other party under the Agreement (except where required by law) for any:
 - a. special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
 - b. loss or corruption of any data, information, database or software;
 - c. loss of profits;
 - d. loss of business;
 - e. depletion of goodwill and/or similar losses;
 - f. loss of anticipated savings.

Changes to Merchant Products and Services

24. The Merchant can change any terms of the Merchant products and services including pricing. The Affiliate must immediately replace existing Promotional Content with any updated Promotional Content as provided by the Merchant.

Technical Support

25. The Merchant will provide technical support to the Affiliate in relation to setting up and running this Affiliate programme.

Data Protection

26. Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation) the UK General Data Protection Regulation and any national implementing and supplementary laws, regulations and secondary legislation, including the Data Protection Act 2018. This clause is in addition to, and does not reduce, remove or replace, a party's obligations arising from such requirements. The Affiliate must not sell or pass on any Converted Lead data to any third party.

General

27. No Party may assign, transfer, sub-contract or otherwise make over to any third party the benefit and/or burden of the Agreement without the prior written consent (not to be unreasonably withheld) of the other Party.
28. Both Parties and the signatories to this agreement warrant that they are authorised and permitted to enter into this agreement, and have obtained all necessary permissions and approvals.
29. Affiliate is an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between Affiliate and Merchant.
30. The Contracts (Rights of Third Parties) Act 1999 does not apply to the Agreement and no third Party has any right to enforce or rely on any provision of the Agreement.



31. If any court or competent authority finds that any provision (or part) of the Agreement is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement will not be affected.

32. Any notice (other than in legal proceedings) to be delivered under the Agreement must be in writing and delivered by pre-paid first class post to or left by hand delivery at the other Party's registered address or place of business, or sent by email to the email address notified by the other Party. Notices:

- a. sent by post will be deemed to have been received, where posted from and to addresses in the United Kingdom, on the second business day and, where posted from or to addresses outside the United Kingdom, on the tenth business day following the date of posting;
- b. delivered by hand will be deemed to have been received at the time the notice is left at the proper address; and
- c. sent by email will be deemed to have been received on the next business day after sending.

Governing Law and Jurisdiction

33. This Agreement will be governed by and interpreted according to English and Welsh law. All disputes and claims arising under the Agreement (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the English and Welsh courts.

The Parties have signed this Agreement on the date first before written.

Signed:

David Claxton for and on behalf of Zway Limited

Date of signature

Signed:

Fred Bloggs

Date of signature



SCHEDULE 1 - PRODUCTS AND SERVICES

Products and Services

Zway Business Automation Suite – 40% commission

SaaS with Once-Off Payment model – 40% Commission