

Affiliate Program Contract

"Freedom. Truth. Worldliness."

Prepared for:

[Affiliate.FirstName]
[Affiliate.LastName]
[Affiliate.Company]

Created by:

Matt Ball On The
Ball, LLC



Effective date: *MM.DD.YYYY*

THIS AGREEMENT

(the "Agreement") provides the terms and conditions of the relationship between:

Company: On The Ball, LLC, a/an

- Individual
- Corporation
- Limited Liability Company

Other, at 1309 Coffeen Ave STE 1200, Sheridan, Wyoming 82801 ("Company")

and

Affiliate: [Affiliate.Company], a/an (check one)

- Individual
- Corporation
- Limited Liability Company
- Other, at [Affiliate.StreetAddress], [Affiliate.City], [Affiliate.State] [Affiliate.PostalCode] ("Affiliate")

In order to participate in the On The Ball Affiliate Program (the "Program") to refer traffic to the company's website.

WHEREAS,

the Company is the sole owner and operator of the Internet site known as www.imontheball.com (the "Site"); and

WHEREAS,

the Company has created a Program that enables Affiliates to refer internet traffic to the Site from the website(s) or advertising networks of others (or "Customers") for subscription purposes in exchange for agreed consideration; and

WHEREAS,

you are the sole owner of the website(s) known as (collectively, the "Affiliate Site");

WHEREAS,

you desire to participate in the Program, as evidenced by your application, which application the Company may approve or disapprove, at its sole discretion.

THEREFORE,

in consideration of the mutual promises herein, the Parties agree as follows:

Affiliate responsibilities

It is understood that the Affiliate will introduce Company products and services to their current and prospective customers or associates and will comply with all laws, including those that govern email marketing, privacy and anti-spam laws.

The Affiliate will be fully responsible for any costs related to maintaining or marketing the Affiliate Program, including but not limited to costs associated with creation, hosting, modification, or improvements to the Affiliate's website; cost of internet marketing; offline marketing costs; postage; and all other costs and expenses.

The Company reserves the right to accept or reject any prospective customers. It will pay the Affiliate a commission per customer referred to and successful purchased subscription levels following using an affiliate code and according to a designated payment schedule.



Nature of partnership

The Affiliate will act as an agent on behalf of the Company by placing links on their website(s), social media, and/or inner circles as it sees fit to direct traffic to the Company website(s) registered at (Domain Names). In addition, the Affiliate shall coordinate with the Company to carry out successfully the marketing, publicizing, and promotion of the Company's products or services.

Any Affiliate Program may be amended or terminated at any time. Information about the Affiliate Program will be available on the company website. Accordingly, the Affiliate must keep themselves informed of any amendments of Affiliate Programs, particularly if a registered website has terminated its Affiliate Program or changed the conditions for remuneration to Affiliates.

Terms of the agreement

- The term of this Agreement will begin upon the Company's acceptance of the Affiliate's application.
- The Affiliate is only eligible to earn commission fees on qualified purchases occurring during the term, and commission fees earned through the date of termination will remain payable only if the orders for the related products and services are not canceled and comply with all terms laid out in this Agreement.
- The Company may withhold your final payment of commission fees for a reasonable time to ensure that all qualified purchases are valid and payments from referred company in its sole discretion. Additionally, the Company may withhold payment until a designated amount of owed commissions is accumulated before release of earned funds.
- Any Affiliate who violates either this Agreement or the Company's Terms and Conditions will immediately forfeit their right to all accrued commission fees and be removed from the Company Affiliate Program.
- Without limitation, the Affiliate's participation in the program and this agreement shall be deemed automatically terminated immediately and all commissions forfeited upon the Affiliate's violation of any of the terms of this Agreement or any applicable law or regulation having the force of law.





Confidentiality

The Affiliate promises and agrees to hold any confidential information in strict confidence and trust for the sole benefit of the Company, both during the term of this Agreement and at all times thereafter, and shall not use such confidential information for any purpose, whether or not for consideration, business or personal, other than as may be reasonably necessary for the performance of its duties according to this Agreement, without the Company's prior written consent.

The Affiliate shall not disclose any confidential information to any person or entity, other than to such of its employees or consultants as may be reasonably necessary for purposes of performing its duties hereunder and have executed agreements of confidentiality no less protective than this Agreement without the Company's prior written consent.

The Affiliate's obligations include taking all actions necessary to ensure that any affiliates, employees, contractors, or agents abide by the terms of this section in their entirety.

Confidential information does not include information that

- a. is or becomes publicly known through lawful means;
- b. was rightfully in provider's possession or part of the Affiliate's general knowledge before the effective date of this Agreement; or
- c. is disclosed to the Affiliate without confidential restriction by a third party who rightfully possesses the information (without confidential restriction) and did not learn of it, directly or indirectly, from the Company.



Indemnification

The Affiliate hereby agrees to indemnify and hold harmless the Company, its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on:

- Any claim that our use of the Affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary rights of any third party.
- Any claim related to the Affiliate's site, including, without limitation, its development, operation, maintenance, and content therein not attributable to the Company.
- Any misrepresentation of a representation or warranty or breach of a covenant and agreement made by the Affiliate herein.



Enrollment in the affiliate program

To register for the Affiliate Program, the recipient must complete and send an Affiliate Program Application to the Company. The Affiliate Program Application is included on the Company's website and can be completed and submitted through the site.

The Company will evaluate the application and notify the Affiliate of their acceptance or rejection. The Company may reject the application for any reason at their sole discretion.

Without limiting the ability to reject any application for any reason at the Company's absolute discretion, the Affiliate application will be rejected if:

- The application is incomplete.
- The Affiliate website contains images or content that promotes violence.
- The Affiliate website promotes illegal activities or is intended to harass or defame any person.
- The Affiliate website intentionally includes variations or misspellings thereof in their domain names or otherwise violates the Company's intellectual property rights or the intellectual property rights of others.



If the Company rejects the Affiliate's application, the Affiliate is welcome to reapply to the program at any time.

However, if the company accepts the application, they reserve the right to terminate the Affiliate's participation in the program for any reason at their sole discretion immediately and without prior notice.



Modification

The Company may modify any of the terms and conditions in this Agreement at any time at their sole discretion. In such an event, the Company will notify the Affiliate by email. Modifications may include but are not limited to changes in the payment procedures, rates and Company Affiliate Program rules.

If any modification is unacceptable to the Affiliate, their only option is to end this Agreement. Continued participation in the Company Affiliate Program following the notification of change or new Agreement posting on our site will indicate your agreement to the changes.



Affiliate payment

The Company makes no representations or warranties regarding potential income that may result from the Affiliate Program. Commissions will be paid to the Affiliate based on Customers who purchase subscription material from the Company website through the Affiliate's link.

By signing this agreement, the Affiliate acknowledges that their opportunity to receive a commission is valid for a period of 31 days following the engagement with their shared link and the subsequent purchase made by Customers

Commissions will be based on gross sales price, not including any sales tax, shipping, special service fees, collection costs, and any other payment made to the Company that is not the purchase price of the product.

Payment will be completed using but not limited to WISE transfer, or other Electronic Money Institution methods, ACH transfer, SWIFT transfer, Wire Transfer, cryptocurrency, or other electronic means. The Company may, if it deems acceptable, to offer the Affiliate the opportunity to negotiate their method of payment under circumstances deemed reasonable by The Company that are outside of the aforementioned methods. Unless otherwise stated by The Company, payments will be made in United States Dollars.

The percentage paid as commissions is 25% of the gross value of the subscription purchase. Affiliate commissions are accumulated or paid upon the renewal fee of the purchase. Commissions are made automatically on the 15th day of each month only when when the Affiliate's account balance reaches \$25.00 USD equivalent or more for the previous months' transactions. The Affiliate understands that the Company may change the payout amount and percentage paid at any time.

The Affiliate is responsible for determining if the payout for a link they placed on their site or shared on their media has changed or been discontinued. The Company reserves the right to deduct the costs for any products that are returned or refunded in the subsequent months, attributable to credit card fraud or bad debt write-off, or for any other reason if the previous commission was overpaid.



Severability

If any provision of this Agreement or part thereof should to any extent be or become invalid or unenforceable, the parties shall agree upon any necessary amendment of the Agreement to achieve the interests and objectives of the parties prevailing at the time of execution of the Agreement.



Applicable law

The laws of the States and Country will govern this Agreement, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Sheridan, Wyoming and the Affiliate irrevocably consents to the jurisdiction of such courts.

The Affiliate may not assign this Agreement, by operation of law or otherwise, without our prior written consent. The Company's failure to enforce the Affiliate's strict performance of any provision of this Agreement will not constitute a waiver of the Company's right to subsequently enforce such a provision or any other provision of this Agreement.



Termination of agreement

Either the Affiliate or the Company may terminate the Affiliate relationship at any time. The Affiliate is only eligible to earn Affiliate payments during their time as an approved Affiliate. The Company may change the program or service policies and operating procedures at any time.

IN WITNESS WHEREOF,

the Company has caused this Agreement to be signed by a duly authorized officer, and the Affiliate has affixed their signature hereto.



Entire agreement

This Agreement sets forth the entire agreement and understanding between the Affiliate and the Company relating to the subject matter hereof and thereof and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between the Affiliate and the Company, written or oral, to the extent they relate in any way to the subject matter hereof.



Matt Ball
Manager, Member

[Affiliate.FirstName] [Affiliate.LastName]
[Affiliate.Title]