

Free Affiliate Partner Agreement Template (copy, edit, send)

Replace bracketed fields. Add your commission table, brand guide, and any territory/vertical rules as exhibits so you can update without amending the contract.

Affiliate Partner Agreement

This Affiliate Partner Agreement (the Agreement) is entered into as of the Effective Date by and between:

- [Company Legal Name], a [entity type] organized under the laws of [jurisdiction], with offices at [address] (Company), and
- [Reseller Legal Name], a [entity type] organized under the laws of [jurisdiction], with offices at [address] (Reseller).

Company and Affiliate are each a **Party** and together the **Parties**.

1. Purpose

Company operates an affiliate program under which Affiliate may promote the Products and introduce prospective customers to Company. This Agreement sets the rules for promotion, lead submission and acceptance, commissions, and program conduct.

2. Definitions

- **Affiliate Link** means a unique tracking link or code provided by Company.
- **Qualified Referral** means a prospect submitted via the approved path that meets Company's acceptance criteria.
- **Qualified Sale** means a sale to a Qualified Referral that is paid and not refunded, as confirmed by Company.
- **Commission** means compensation due to Affiliate under Section 5 and Exhibit A.
- **Products** means the goods, software, cloud services, and related offerings listed in Exhibit A (as updated).
- **Program Materials** means Company-approved messaging, logos, and brand assets.

3. Program Participation; Conduct

3.1 Enrollment. Affiliate must complete onboarding and keep account information current.

3.2 Promotion rules. Affiliate will follow Program Materials and advertising standards; no false, misleading, or comparative claims; no paid search on Company trademarks; no spam, forced clicks, or cookie stuffing.

3.3 No binding authority. Affiliate may not negotiate or enter agreements on Company's behalf, quote unapproved pricing, or make warranties beyond official documentation.

3.4 Costs. Affiliate bears its own costs unless otherwise agreed in writing.

4. Lead Submission; Acceptance; Reporting

4.1 Submission path. Affiliate will submit prospects using [Partner Portal URL] or [Lead Form URL] and include required discovery details. Only submissions through this path are eligible.

4.2 Acceptance. Company will accept or reject submissions in writing within [X] business days and may reject duplicates, current customers, or prospects already in active discussions within the last [12] months.

4.3 Close-by window. A sale qualifies for Commission only if the customer agreement is signed within [3] months of acceptance (unless extended in writing).

4.4 Reporting. Company will provide monthly visibility into accepted referrals, status, and Commission calculations.

5. Commission; Payment; Adjustments

5.1 Structure. Commission is [__%] of [first-year ARR/net revenue] actually received by Company for a Qualified Sale, excluding taxes, credits, and one-time fees unless Exhibit A states otherwise.

5.2 Payment timing. Commission is calculated monthly and paid within [30] days after month-end, aligned to customer cash receipts.

5.3 Clawbacks and offsets. Company may withhold or reverse Commission for refunds, chargebacks, non-payment, duplicate submissions, or violations of this Agreement.

5.4 Caps; minimums. If applicable, caps or minimum payout thresholds are set in Exhibit A.

5.5 Taxes. Affiliate is responsible for its taxes and will provide required tax forms.

6. Brand and IP

6.1 Ownership. Company and its licensors own all rights in Products and Program Materials. No rights are granted except as stated.

6.2 Limited license. Company grants Affiliate a revocable, non-exclusive, non-transferable license to use Program Materials solely to promote the Products under this Agreement, subject to Exhibit B brand guidelines. Company may require takedown for non-compliant usage.

7. Confidentiality; Data

7.1 Confidential information. Each Party will protect the other's non-public information with reasonable care and use it only to perform this Agreement.

7.2 Data protection. If personal data is processed, the Parties will comply with applicable privacy laws and execute a data processing addendum if required.

8. Term; Termination

8.1 Term. This Agreement begins on the Effective Date and continues until terminated.

8.2 Convenience. Either Party may terminate for convenience on [30] days' written notice.

8.3 For cause. Either Party may terminate immediately for material breach (uncured after [30] days' notice), unlawful conduct, or insolvency.

8.4 Effect. On termination, Affiliate will stop using Program Materials and remove Affiliate Links. Accepted Qualified Referrals that close within the close-by window remain payable per Section 5, unless termination was for Affiliate's breach.

9. Representations; Compliance

Affiliate represents it will comply with applicable advertising, privacy, export/sanctions, and anti-corruption laws, and that content used to promote the Products is owned by Affiliate or properly licensed.

10. Indemnity; Limitation

10.1 Indemnity. Each Party will defend and indemnify the other from third-party claims arising from its breach of this Agreement, unlawful conduct, or content it supplies.

10.2 Limitation. Neither Party is liable for indirect or consequential damages, lost profits, or punitive damages. Each Party’s aggregate liability under this Agreement is capped at the Commissions paid or payable to Affiliate in the twelve (12) months before the claim, excluding willful misconduct or fraud.

11. Miscellaneous

Independent contractors. The Parties are independent contractors.

Assignment. Neither Party may assign without the other’s written consent, except to a successor in a merger or sale of substantially all assets.

Force majeure. Neither Party is liable for delays due to events beyond reasonable control.

Notices. Send notices to the contacts below by email with confirmation or courier.

Governing law; venue. Governed by the laws of [jurisdiction]; exclusive venue in the courts of [venue].

Entire agreement; amendments; waiver; severability. This Agreement (with exhibits) is the entire agreement; changes must be in writing; failure to enforce is not a waiver; invalid terms are modified to the minimum extent necessary.

Signature

Company	Affiliate
Name	Name
Title	Title
Date	Date

Exhibit A — Commission Schedule

- Base: [first-year ARR/net revenue] actually received by Company
- Standard rate: [__%]
- Eligibility window: [3] months from acceptance to signed order
- Minimum payout threshold: [\$___]
- Monthly cap (if any): [\$___]
- Exclusions: taxes, credits, refunds, chargebacks, and one-time fees unless otherwise agreed in writing

Exhibit B — Brand and Promotion Rules

- Approved descriptions, positioning, and co-marketing do's and don'ts
- Prohibited channels and terms (e.g., trademark bidding, spam, misleading claims)
- Takedown and correction process; contact for approvals

Exhibit C — Performance and Reporting (optional)

- Quarterly goals or KPIs (clicks, conversions, or accepted referrals)
- Required fields in submissions; update cadence
- Format for monthly performance reports