

AFFILIATE AGREEMENT

This Affiliate Agreement is made on **8th March 2024** between **"" & Peritus Partners LTD**

(1) **Peritus Partners Ltd**, a company incorporated in England and Wales under registered no. 13429235, whose registered office is at Cables House, Hall Street,, Essex, CM2 0HG (the **Merchant**); and

(2) (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	_____;
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 pays for the Merchant 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 paid for any Merchant 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 Services	the services which are sold on the Merchant Website as set out in Schedule 1;
Merchant Website	www.perituspartners.co.uk ;
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 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 services to its website and or social media channels using Promotional Content provided by Peritus Partners.

3. 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 social media channels 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.

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.

Payments

11. The Merchant will pay the Affiliate a fee for each successfully converted Lead starting with bronze reward that will progress into Silver, Gold & finally Diamond after a successful hire at each level. 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. A successfully converted lead is defined as a client that has signed terms & conditions with The Merchant and a placement has successfully completed probation.

13. The Merchant will send an advice note to the Affiliate.

14. All payments will be made monthly on 8th of the following month, after a compliant invoice has been raised.

Termination

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

17. 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.

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;

Changes to Merchant Services

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

Data Protection

25. 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

26. 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.
27. 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.
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.

Governing Law and Jurisdiction

32. 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.