

## AFFILIATE AGREEMENT

This **Affiliate Agreement ("Agreement")** is entered into as of the Effective Date set forth below, by and between: **Automate DXP LLC, a Texas Limited Liability Company**, with a principal place of business at **6160 Warren Pkwy, Suite 100, Frisco, TX 75034 ("Company")**, and the **Affiliate**.

### 1. Affiliate Program Overview

Company operates an Affiliate Program that allows individuals or entities to refer potential customers in exchange for a referral commission, subject to the terms and conditions of this Agreement.

### 2. Commission and Payment Terms

#### 2.1 Commission Structure

Affiliate shall earn a referral commission based on the terms of the specific affiliate campaign in which they are enrolled. Commission rates, whether percentage-based, flat-fee, or otherwise, shall be outlined and confirmed by the Company in writing via email upon enrollment into the campaign. These campaign-specific terms shall be deemed incorporated into this Agreement by reference and shall apply for the duration of the campaign, unless otherwise modified in writing.

#### 2.2 Qualified Referrals

A referral is deemed "qualified" when:

- The referred Customer signs up using the Affiliate's unique referral link or tracking code.
- The Customer completes a full purchase (no refund or cancellation) and has remained a customer in good standing for at least **sixty (60) calendar days**.

#### 2.3 Payout Schedule

Payouts shall be made via **PayPal** to the email address provided by Affiliate, within **sixty (60) calendar days** after the referred Customer's initial sign-up, provided all conditions of a Qualified Referral are met.

#### 2.4 Minimum Threshold

Affiliate must have accrued a minimum of **\$50.00** in commissions before any payout is made, unless otherwise agreed in writing.

## 2.5 Chargebacks and Refunds

If a referred Customer cancels, issues a chargeback, or receives a refund within 60 days of signup, no commission will be due. If commission has already been paid on such a referral, it will be deducted from future payouts.

## 3. Affiliate Obligations

### 3.1 Marketing Compliance

Affiliate agrees to:

- Market the Company's services truthfully and not make any false, misleading, or unapproved claims.
- Comply with all applicable laws and regulations, including CAN-SPAM, TCPA, GDPR, and FTC guidelines.
- Not engage in spamming, cookie stuffing, ad fraud, or any unethical marketing tactics.

### 3.2 Use of Materials

Affiliate may only use Company-approved marketing materials. All intellectual property remains the sole property of Company.

### 3.3 No Misrepresentation

Affiliate shall not misrepresent their relationship with the Company or claim to act on behalf of the Company beyond the scope of this Agreement.

## 4. Term and Termination

### 4.1 Term

This Agreement shall commence on the Effective Date and remain in effect until terminated by either party with or without cause, by providing **seven (7) days' written notice**.

### 4.2 Termination for Cause

Company may immediately terminate this Agreement for any breach, including unethical behavior, brand damage, or non-compliance with Section 3.

### 4.3 Post-Termination

Upon termination, Affiliate shall cease promoting Company products/services and no future commissions will accrue. Commissions due for Qualified Referrals before termination will be paid per the standard payout terms.

## 5. Independent Contractor

Affiliate is an independent contractor and not an employee, agent, joint venturer, or partner of the Company. Affiliate is solely responsible for taxes, legal compliance, and liabilities related to their promotional efforts.

## 6. Hold Harmless and Indemnification

Affiliate agrees to indemnify, defend, and hold harmless the Company and its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, expenses, or legal fees (including reasonable attorneys' fees) arising out of or related to:

- Affiliate's participation in the Affiliate Program;
- Affiliate's breach of this Agreement;
- Any violation by Affiliate of applicable laws or regulations;
- Any misuse or unauthorized use of Company materials, intellectual property, or confidential information.

This obligation shall survive the termination of this Agreement.

## 7. Limitation of Liability

In no event shall Company be liable for indirect, incidental, special, or consequential damages. Company's total liability under this Agreement shall not exceed the total commissions paid to Affiliate in the previous 6 months.

## 8. Confidentiality

Affiliate agrees to maintain the confidentiality of any proprietary or confidential information shared by the Company in connection with this Agreement.

## 9. Governing Law and Dispute Resolution8. Confidentiality

This Agreement shall be governed by the laws of the **State of Texas**, without regard to conflict of law principles. Any disputes shall be resolved through binding arbitration in **Collin County, Texas**, except that either party may seek injunctive relief in a court of competent jurisdiction.

## 10. Miscellaneous

- **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes any prior understandings.
- **Amendments.** This Agreement may only be amended in writing signed by both parties.
- **No Waiver.** A failure to enforce any provision shall not constitute a waiver.
- **Assignment.** Affiliate may not assign their rights or obligations without prior written consent.