



AFFILIATE AGREEMENT "DVAT-2022V2"

This document is an agreement made on this _____ day of _____ 2022 between Samuel Renee Holdings LLC/Design Valet (hereinafter referred to as Company) and _____ (hereinafter referred to as DVA and/or the DVA) DVA is an acronym for Design Valet Affiliate.

Company is engaging the DVA to publicize its brand and services in various environments, including but not limited to Internet/digital arenas such as social media (*i.e., Facebook, Instagram, LinkedIn, etc.*), email marketing, business directories and classified ads, and physical marketing activities, including but not limited to print media distribution (*flyers, business cards, etc.*), direct mail campaigns, etc.

Terms & Conditions

1) BUSINESS RELATIONSHIP: DVA fully agrees that DVA's relationship with Company is as a non-exclusive independent contractor and that Company is not imposing any standard employment protocols or requirements on DVA, such as work hours, a report-to-work location, or must-do tasks. DVA fully understands that the Design Valet Affiliate position is an independent, work-from-home position until such time as Company proposes a new work relationship with DVA (*which it may or may not do at its own discretion*) and offers DVA a new and wholly separate engagement or employment agreement.

2) DVA ROLE & ACTIVITIES: The DVA's primary function is to publicize, in various mediums and forums (*and in a positive light*), Company's name (*Design Valet Graphic Design*), services, and contact information. It is the task of the DVA to make businesses, entrepreneurs, sole proprietors and organizations of all types and within good legal and moral standing, aware of Company, Company's services, and Company's contact information by exposing them to Company's website and contact information (*primary email address and telephone number*) through various means. The DVA fully understands that DVA's **are not** sales reps and are not required nor expected to sell potential clients nor negotiate or close deals. The DVA's function is to promote and market Company and get businesses and individuals contacting Company. Company will then handle all selling, negotiating, and closing.

3) DVA DISCRETION REGARDING MARKETING/PROMOTING METHODS AND TACTICS: The DVA is free to use, at DVA's own discretion, any marketing/promotional methods (*Internet, ground and/or person-to-person, etc.*) DVA deems necessary or effective, including but not limited to the methods named above, so long as said methods are not illegal, immoral, and/or widely recognized as unethical or unscrupulous practices even if not officially illegal (*i.e., black hat Internet practices, poaching leads or clients from other companies, etc.*), and do not damage or tarnish Company's name or reputation. Company via this agreement advises DVA to thoroughly research black hat and unethical practices (*both on and off the Internet*) and AVOID these practices and tactics.

DVA fully understands and agrees that should DVA incur directly or cause Company to incur any legal liabilities or exposure due to DVA's marketing/promotional activities and/or tactics, DVA shall be solely responsible for DVA's actions and ramifications in any such cases.

4) DVA WORK HOURS: Under this agreement, it is understood and acknowledged by DVA that this position is not traditional employment, and DVA is not required nor expected to log a mandatory number of hours per day, week, month, or year. DVA is free to, at DVA's own discretion, spend as much or as little time promoting and marketing Company's name and services as DVA chooses. DVA is not required to generate nor send any productivity reports to Company unless under the umbrella of a special assignment, such as a paid-up-front ground promotion, the terms of which will be outlined and agreed to in separate agreement prior to such activity.

5) DVA COMPENSATION: The DVA fully understands and acknowledges that the DVA position is a **commission-only** engagement and that DVA will only be compensated via direct referrals or leads generated or presented by DVA or leads generated by DVA's marketing efforts that **pay** Company for services. DVA understands and acknowledges that DVA will not be compensated solely for DVA's time (*hours*) spent marketing and promoting Company and its services, but will only be compensated when DVA's efforts produce referrals or leads (*that can be connected to DVA*) that purchase services from Company.

Furthermore, DVA understands and acknowledges that commissions apply only to **services** (*from referrals and leads generated by DVA*) purchased directly from and executed by Company and do not include a referral or lead's purchase of third-party products (*i.e. domain names, software, Internet hosting, images, printing, etc.*) or services from a third party service provider, even if such third-party purchases are arranged and managed through Company.

Examples:

- a) If Company receives a referral or lead via DVA and that referral or lead purchases a service from Company, DVA will receive a commission on said payment. However, if the referral or lead also purchases a domain name, Internet hosting or software through Company, DVA will not receive a commission on any payments made to third party vendors.
- b) If Company receives a referral or lead via DVA and that referral or lead purchases a service from Company, DVA will receive the stated commission on said payment. However, if Company hires a third-party service provider to execute services for the referral or lead, DVA will not be entitled to any commissions on payments to the third-party service provider.

DVA understands and acknowledges that DVA will receive no commissions on affiliate income Company earns via referrals and leads who purchase products or services through companies with which Company has an affiliate/referral relationship. Furthermore; DVA understands and acknowledges that DVA will receive no commissions on referrals and leads that come from referrals and leads DVA has brought to Company.

6) PROMOTIONS COMMISSION PAY SCALE: Company agrees to pay DVA a **First Sale Commission** of 20% on the very first service a referral or lead (*generated by DVA*) purchases from Company and a 10% commission on all subsequent services said referral or lead purchases from Company (*subject to limitations outlined in Section 5*) for as long as DVA and the referral or lead continues to work with Company, and not beyond.

7) DVA DEAL CLOSURES: In the event the DVA brings a 'closed deal' to Company, Company agrees to pay DVA a **First Sale Commission** rate of 30% on the very first service a referral or lead (*generated by DVA*) purchases from Company and a 10% commission on all subsequent services said referral or lead purchases from Company (*subject to limitations outlined in Section 5*) for as long as DVA and the referral or lead continues to work with Company, and not beyond.

A 'closed deal' is defined as a sale the DVA finds and negotiates to closure largely independent of Company.

Example: The DVA makes contact with a friend, associate, etc., who wants a Company service. Instead of directing the individual to Company for sales talks, negotiations and closure, the DVA explains the service to the potential client, negotiates the price for the service (*with Company's pre-approval of all pricing proposals to a potential client by DVA*), and gets the potential Client to agree to terms before Company becomes directly involved in the deal.

While able to explain services to and negotiate deals with potential Clients, the DVA understands and acknowledges that DVA is not permitted to set prices, create or alter Company policies and/or service terms, nor determine a job's duration or scheduling without receiving said information in writing (via email) directly from Company before presenting it to any potential Clients.

8) DVA LIMITATIONS: DVA fully understands and acknowledges that DVA has absolutely no jurisdiction or influence over or any involvement in Company's business dealings with DVA's referrals and leads. Once DVA refers a potential client or lead to Company, DVA's involvement ends, unless Company expands DVA's involvement in writing.

Furthermore, DVA fully understands and acknowledges that it is **STRICTLY PROHIBITED** for DVA to receive any payments of any kind in Company's name or on Company's behalf at any time or to perform services or sign documents in Company's name or on Company's behalf at any time, and that to do so would incur from Company, a legal response utilizing the full force of the law to acquire a remedy. DVA may only use Company's name, website, etc., to generate leads and referrals for exclusive use by Company and not any other person, business entity, or organization.

9) COMMISSION PAY SCHEDULE: DVA will receive a commission payout every 14 business days, and the payout will reflect DVA's accumulated commissions over the previous 14 days and will be proportionate to referred Client or Lead's type of payment to Company, be it full payment, segmented payments, or an installment payment arrangement. In the event of full payment from the referred Client or Lead, DVA will receive the full commission in the commission payout. In the event of partial or segmented payments from a referred Client or Lead, DVA's commission payments may require multiple commission payouts to complete. Commissions on gross payments of \$1,000 (or more) will be paid every 30 days to combat possible chargebacks, credit card fraud, and other consumer scams.

Company will pay DVA electronically via third-party system (*PayPal, Cash App*), Zelle, or submit payment to DVA via money order or cashier's check made payable to DVA using DVA's full legal birth name as stated herein, mailed to DVA's legal address. DVA may choose the method of payment. If DVA opts to receive commission payments via an electronic third-party system, DVA acknowledges that DVA will absorb all accompanying processing fees.

10) TAXES: DVA understands and fully agrees that DVA is acting as an independent contractor (*and not an employee of Company*) and is solely responsible for payment of any and all taxes owed on commission payments received by DVA from Company. In the event DVA is paid commissions, DVA will receive a 1099 from Company.

11) DVA ID TAG: DVA shall receive a unique affiliate ID number (*ID Tag*) that DVA should include in any post or correspondence to assure that Company can match referrals and leads generated by the DVA to the DVA.

To help ensure that potential referrals and leads use the ID on website forms, emails, etc., Company will apply a discount to the ID Tag to provide an incentive for potential clients. Company will specify the discount amount attached to their ID, based on the promotion. It is the DVA's responsibility to emphasize the use of the ID TAG in **all** promotional/marketing activities.

12) COMMISSION LIMITATIONS: DVA fully understands and accepts that Company will not issue commission payments to DVA with respect to referrals and leads that purchase services without using the DVA's ID Tag. The exception would be referrals and leads who have an acquaintance with or knowledge of the DVA and inform Company of said association prior to purchasing any services from Company, i.e., using the DVA's name to note the association. If DVA is referring an individual, business, or organization to Company as a possible Client, it is DVA's responsibility to do so in writing, immediately at the time of the referral so that Company may note the association **BEFOREHAND** and pay any appropriate commissions to DVA if purchases are made.

DVA will not receive any commission payments on any Client if DVA alerts Company to their association with the Client after the Client has already purchased services from Company and Company had no prior knowledge of the association from either the Client and/or DVA.

DVA will not receive commission payments for referrals or leads given to Company by a referral or lead of DVA.

DVA may not claim or hold Company liable for any loss of income due to our inability, for whatever reason, to close a deal with a lead or referral by DVA. Furthermore, should Company terminate its relationship with a client or lead referred by DVA, for whatever reason, DVA may not claim loss of income, hold Company liable in anyway, or hold any jurisdiction over the relationship between Company and client.

DVA fully agrees that in the event DVA disparages, slanders or otherwise defames Company publicly or privately, or on any social media platform, such actions will be deemed a breach of this agreement, and DVA will be terminated and will forfeit, without any liability whatsoever to Company, all commissions.

13) BENEFITS: DVA understands and agrees that under this agreement Company does not provide any of the following to DVA: **1)** Annual salary or hourly wages. **2)** Insurance of any kind, including but not limited to health, dental, life, and worker's compensation. **3)** Sick, personal or vacation days.

14) EXCLUSIVITY: DVA understands and agrees that Company may engage as many individuals for the DVA position as it chooses with no liability whatsoever. Company understands and agrees that this agreement does not bind DVA to an exclusive work relationship with Company and DVA is free to seek employment while working with Company with no liability whatsoever, so long as DVA does not violate any terms of this agreement.

15) DVA MARKETING MATERIALS: DVA understands and agrees that Company is not obligated to provide DVA with any financial support for DVA's marketing and promotional efforts and activities for Company (*online or offline*). Nor is Company obligated to reimburse DVA for any incurred promotional/marketing expenses related to promoting Company, unless both parties agree to a reimbursement arrangement in writing. In the event DVA wants the Company's support for a promotion, Company may, at its sole discretion, approve the request and provide DVA the resources for the promotion. At its own discretion; Company may provide pre-designed electronic promotional material (*electronic ads, flyers, memes, infographics, etc.*) if requested by DVA. DVA may not design or solicit any third-party to design any of Company's promotional materials. DVA acknowledges and agrees that any and all promotional materials DVA uses in relation to Company must be designed and/or issued to DVA exclusively by Company.

Company will, at its own discretion; provide DVA with personalized business cards after DVA meets a minimum gross sales threshold of three thousand dollars (\$3,000.00). The DVA may also request a Company email account and website to use strictly for Company purposes (*which Company may terminate at any time without notice, reason or liability*).

DVA may, at DVA's own discretion and expense, order personalized Company business cards and/or promotional materials at any time (*before or after meeting the sales minimum*). DVA fully understands and agrees that while DVA may have said materials printed at a printer of DVA's choosing, DVA MAY ONLY USE designs provided by Company for said promotional materials. DVA may not design or solicit any third party to design any promotional materials related to Company even if DVA is paying for the printing of said promotional materials.

16) POSTINGS: DVA agrees to get general approval from Company before posting messages to Internet / social media forums, classified ad websites, etc., to assure the messaging is consistent with Company's standards and image.

17) CONFIDENTIALITY: DVA agrees that any internal information given to DVA by Company is sensitive and confidential. Therefore, DVA agrees that DVA will not share, under any circumstance, any internal Company information with any other person, company or organization without Company's written consent.

Internal information includes but is not limited to client information, referral/lead data, documents, emails, text messages, voicemail messages, photos, artwork, graphic designs, design sketches, video and audio material, email account data, business associate contact information, marketing ideas, strategy documents, service provider information, etc.

DVA agrees to not use (*directly or indirectly*), sell, trade, duplicate, share, giveaway, or distribute any of the abovementioned information or any materials given to DVA by Company for “any” purpose other than work for Company without the knowledge and expressed written consent of Company.

DVA fully agrees that this clause will survive the termination of this agreement by either party for any reason.

18) CONTACT WITH COMPANY CLIENTS: Due to the nature of the business relationship between Company and DVA as well as the nature of the work DVA may do for Company, DVA may gain access to information related to Company’s referrals, leads, clients and business associates. This information may include but is not limited to contact information and business relationship details.

DVA agrees never to contact or attempt to contact (directly or indirectly) any of Company’s referrals, leads, clients or business associates for any reason without the expressed written consent of Company, nor distribute said information to any third parties at any time.

Should Company authorize DVA to communicate with its referrals, leads, clients or business associates, DVA fully agrees to, at all times, act as an associate of Company and limit communications with Company’s referrals, leads, client and business associates to work with Company only.

Furthermore, DVA fully agrees not to attempt, in any way, to solicit business (of any kind) from Company’s referrals, leads, clients or business associates for either DVA or any individual, business or organization with which DVA has an acquaintance, partnership, collaboration or any other type of relationship, unless DVA has an established relationship with referral or lead prior to referral.

19) TERMINATION OF AGREEMENT: Either party may terminate this agreement at any time with no explanation or liability, by submitting, via email, an “Agreement Termination Letter” to the other party.

DVA fully understands that terminating this agreement will sever DVA’s rights to any future commissions from paying leads and referrals resulting from DVA’s promotional efforts prior to terminating this agreement. Furthermore, DVA understands that terminating this agreement will sever DVA’s right to any existing residual payments resulting from any paying referrals and leads acquired via DVA’s marketing efforts.

DVA understands that breaching this agreement may, (*at Company’s discretion*) result in DVA’s immediate termination and forfeiture of all commissions of all kinds.

Inactivity on part of the DVA (no contact, lead/referral generation) for sixty (60) days or more may result, (*at Company’s discretion*), termination of this agreement and forfeiture of all future commissions to DVA. If Company terminates this agreement for reasons other than inactivity, misconduct and/or breach of agreement or confidentiality by DVA, DVA will continue to receive commissions related to their existing leads and referrals.

Should either party terminate this agreement, the DVA agrees to immediately cease using any and all of Company’s promotional materials or promoting in Company’s name.

DVA agrees that the confidentiality clause (*Section 15*) in this agreement shall survive any termination of this agreement by either party and DVA shall remain bound to the terms of the confidentiality clause for a period of two (2) years, from the date of the termination.

20) REFERRAL/LEAD NOTIFICATION: Company promises to alert DVA to all leads and referrals that come to Company accompanied by DVA's name as the referring party and/or DVA's affiliate ID number.

DVA agrees that Company has no obligation whatsoever to report referrals and leads to DVA that are not accompanied by DVA's name or affiliate ID number.

Should DVA believe that Company is not reporting to DVA, referrals and leads DVA is responsible for, DVA may formally request a "personal referral/lead report" and Company will provide DVA with an official and signed list of all referrals and leads that can be connected to DVA (*if any*) along with that sales status of said referrals and leads (*if any*).

Under no circumstances or at any time will Company be obligated to allow DVA to view its email, contact, and inquiry data, so that DVA may search for evidence that Company has indeed received referrals and leads through DVA or for any other reason.

In the event DVA is not satisfied with the content of Company's personal referral/lead report, DVA may, at DVA's sole expense, file a complaint with the District Court of Maryland for a proper legal remedy for DVA's grievance.

By court order, Company will allow a court appointed, confidential and unbiased body to review Company's records to determine whether or not Company has withheld referrals, leads and/or commissions from DVA.

21) PROVISIONS, BREACH AND LIABILITY: The laws of the state of Maryland shall govern this Agreement. The parties hereby irrevocably submit to the jurisdiction of the state of Maryland, and to the United States District Court sitting in Maryland, over any suit, action, or other proceeding arising out of or relating to this Agreement.

22) REPRESENTATIONS AND WARRANTIES: DVA fully certifies that DVA is legally and free to enter into this Agreement and that no known conflicts of interests exist.

Any provision of this Agreement, which is prohibited, invalid or unenforceable, shall be ineffective to the extent of such prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition, invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement.

In the event that either party breaches this agreement, the accused party acknowledges and agrees that the accusing party reserves the right to legally prosecute such breach to the highest extent of the law and vigorously pursue whatever damages (*monetary, punitive or otherwise*) the law deems reasonable for such breach.

Both parties certify that all information given in this agreement is completely authentic and that neither party gives false information in this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

Any signed copy (either handwritten or via digital signature) or written acceptance of this Agreement (via email letter) or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by electronic/Internet transmission or PDF document via the Internet, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose name appears in the document, and shall be binding upon the party.

AGREEMENT AUTHORIZATION

Linwood Howard

Linwood Howard (Authorized Signer)

Samuel Renee Holdings LLC/Design Valet

Email: Contact@designvalet.net **Phone:** 667-257-7716

DESIGN VALET AFFILIATE INFORMATION

Printed Legal Birth Name

Legal Address

Primary Email: _____

Primary Phone: _____

Signature

Date

NOTE: Please print, sign, scan, and email this agreement to: team.designvalet@gmail.com (PDF format ONLY. Include ALL pages, not just the signature page.)

PLEASE BE SURE TO FILL IN THE DATE AND YOUR NAME ON PAGE 1 OF THIS AGREEMENT.

A digital signature via Adobe Sign is acceptable.