



## **AFFILIATE PROGRAM AGREEMENT**

**THIS AGREEMENT is made on the date of last signature below between:**

- (1) **Hospitality Leaders Limited** a company incorporated in Hong Kong with registered number 2317573 under the Hong Kong Company Registry and whose registered office is at 1A, G/F Sanford Garden, Sun King Terrace, Hong Kong SAR (**Company**);
  
- (2) \_\_\_\_\_ a company incorporated in \_\_\_\_\_ with registered number \_\_\_\_\_ whose registered office is at \_\_\_\_\_, \_\_\_\_\_  
(Affiliate).

"Affiliate" means an individual or business generating their own traffic and thus rewarded for legitimate sales, leads, clicks, or other measurable action.

### **AFFILIATE RESPONSIBILITIES:**

- It is understood that you will introduce Company software and services to your current and prospective customers and will comply with all laws as well those that govern email marketing and anti-spam laws.
- Company reserves the right to accept or reject any prospective customers and will pay you a commission per customer referred using your affiliate code according to the designated payment schedule.

### **SERVICE:**

The Affiliate is allowed to place links on his website to websites which have an Affiliate Program registered at (Domain Name)

Any Affiliate Program may be amended or terminated at any time. Information about the Affiliate Programs will be available on Company website.

The Affiliate must keep himself informed of any amendments of Affiliate Programs, in particular if a registered website has terminated its Affiliate Program or changed the conditions for remuneration to Affiliates.



The Affiliate must comply with the requirements of the Affiliate Programme including in particular any stipulations as to the nature and content of the Affiliate's web site and the use of third party or other Affiliates trademarks and logos.

#### **TERMS OF THE AGREEMENT:**

- The term of this Agreement will begin upon our acceptance of Your Affiliate Program application.
- You are 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 cancelled and comply with all Terms laid out in this Agreement.
- We may withhold Your final payment of Commission Fees for a reasonable time to ensure that all Qualified Purchases are valid and payment from Referred Customers are legitimate as determined by Company in its sole discretion.
- Any Affiliate who violates either this Agreement or Company's Terms and Conditions will immediately forfeit any right to any and all accrued Commissions Fees and will be removed from the Company Affiliate Program.
- Without limitation, Affiliate's participation in the Program, and this Agreement, shall be deemed automatically terminated immediately and all commissions forfeited upon Affiliate's violation of any of the terms of this Agreement or of any applicable law or regulation having the force of law.

#### **CONFIDENTIALITY:**

Only duly-authorized Company officers, employees, and agents will have access to information furnished or obtained in connection with the test; that they will maintain and protect the confidentiality of such information to the greatest extent possible; and that they will share such information only to the extent necessary to make employment decisions and to respond to inquiries or notices from government entities.

#### **INDEMNIFICATION:**

- You hereby agree to indemnify and hold harmless Us and Our subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all 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 right of any third party.
- Any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein.
- Any claim related to your site, including, without limitation, its development, operation, maintenance and content therein not attributable to us.

#### **ENROLLMENT IN THE AFFILIATE PROGRAM:**

- To begin the enrolment process, you will submit a complete Program application via our Website.
- We will evaluate your application and notify you of your acceptance or rejection.
- We may reject your application for any reason our sole discretion.
- We generally reject applications related to websites that: Promote violence;
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; Promote illegal activities or are intended to harass or defame anyone; Or variations or misspellings thereof in their domain names; or
- Otherwise violate our intellectual property rights or the intellectual property rights of others.
- If we reject your application, you are welcome to reapply to the Program at any time.
- If we accept your application, we reserve the right to terminate your participation in the Program for any reason in our sole discretion immediately without prior notice.

#### **MODIFICATION:**

- We may modify any of the terms and conditions in this Agreement at any time at our sole discretion.
- In such event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and Company Affiliate Program rules.
- If any modification is unacceptable to you, your only option is to end this Agreement.
- Your continued participation in Company Affiliate Program following the posting of the change notice or new Agreement on our site will indicate your agreement to the changes.

#### **AFFILIATE PAYMENT:**

- You will receive a Commission for sending a Company authorized sales, leads, and/or clicks via Your Links.



- In order to place Links, you must first be approved by a Company to become an Affiliate of that Company's program.
- You understand that the Pay-out amount may be changed at any time.
- This information is also available to you at the [shareasale.com](http://shareasale.com) Member's Area.
- You are responsible for determining if the Pay-out for a Link you have placed on your site has changed or been discontinued.
- You receive the Commission from Company. Payments are made automatically on the twentieth (20th) day of each month when your account balance reaches \$50 or more for the previous months' transactions.

#### **CONFIDENTIALITY:**

- All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this Agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

#### **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 in order to achieve the interests and objectives of the parties prevailing at the time of execution of the Agreement.

#### **APPLICABLE LAW:**

- 12. This Agreement will be governed by and interpreted according to Hong Kong law.
- Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding noncontractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.

#### **TERMINATION OF AGREEMENT:**



- Either you or Company may terminate the Affiliate relationship at any time.
- You are only eligible to earn Affiliate payments during your time as an approved Affiliate.
- 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 Affiliate has affixed his/her signature hereto.

Company

Affiliate

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_



## **PAYMENT SCHEDULE**

- **Affiliate** receives 10% affiliate commission from received TMR revenue generate by any TMR client referred to **Hospitality Leaders Limited** by **Affiliate**.
- Until otherwise agreed **Affiliate** is entitled to the affiliate commission from the first full month up to and including the last full month of a referral client's payments for a TMR subscription to **Hospitality Leaders Limited**.

The general Terms and Conditions of the **Hospitality Leaders** affiliate program are published at:  
<https://tmr.hospitalityleaders.com/affiliates>

