

## AFFILIATE CONTRACT

### ALFATEK'S VISION AND MISSION STATEMENT

“To empower corporate business operations through the custom solutions and superior support services.”

### AFFILIATE PROGRAM

Our affiliates are very important to us. We do our best to treat you with the fairness and respect you deserve. We simply ask the same consideration of you. We have written the following affiliate agreement with you in mind, as well as to protect our company's good name. So please bear with us as we take you through this legal formality. If you have any questions, please don't hesitate to let us know. We are strong believers in straight-forward and honest communication. For quickest results please email us at [affiliates@alfatekcorp.com](mailto:affiliates@alfatekcorp.com).

**Best Regards,  
(CEO of ALFATEK)**

### AFFILIATE AGREEMENT

PLEASE READ THE ENTIRE AGREEMENT. YOU MAY PRINT THIS PAGE FOR YOUR RECORDS. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND REFVERIFY INC. dba ALFATEK. BY SUBMITTING THE ONLINE APPLICATION YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY TERM AND CONDITION.

#### 1. OVERVIEW

This Agreement contains the complete terms and conditions that apply to you becoming an affiliate in ALFATEK's Affiliate Program. The purpose of this Agreement is to allow you (private entity- affiliate) to resell/refer only the following ALFATEK services:

##### TECHNOLOGY SERVICES

- IT Managed Services
- Application Development Services
- Website Development Services
- BIG DATA Services

##### SECURITY SERVICES

##### BUSINESS SERVICES

- Extended Hardware warranties
- SEO and Marketing Solutions.

##### SOFTWARE SOLUTIONS

- AIM (Automation for Information Management)
- MONX (Device Monitoring Solution)
- LAND (Light way Admin Network Desk)
- MSD2SOFTMAX Converter



And or any other future ALFATEK's solutions published in <https://alfatekcorp.com/services/software-solutions> page. Please note that throughout this Agreement, "we," "us," and "our" refer to ALFATEK, and "you," "your," and "yours" refer to the affiliate.

## 2. AFFILIATE OBLIGATIONS

2.1. To begin the enrollment process, you will complete and submit the online application at the <http://alfatekcorp.com/services/affiliate-program> page. We don't auto-approve applications therefore usually a phone call could be initiated from our site in order to confirm and process evaluation, if expectations not met we may re-evaluate your application at a later time. We may reject your application at our sole discretion. We may cancel your application if we determine that your entity is unsuitable for our Program, including if it:

|        |                                                                                                                                                                                                                                                                                                                    |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.1.1. | Promotes violence                                                                                                                                                                                                                                                                                                  |
| 2.1.2. | Promotes illegal activities                                                                                                                                                                                                                                                                                        |
| 2.1.3. | Promotes sexually explicit materials                                                                                                                                                                                                                                                                               |
| 2.1.4. | Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age                                                                                                                                                                                                          |
| 2.1.5. | Incorporates any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law                                                                                                                                                     |
| 2.1.6. | Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion.                                                                                                                                           |
| 2.1.7. | You may not create or design your website or any other website that you operate, explicitly or implied in a manner which resembles our website nor design your website in a manner which leads customers to believe you are <a href="http://alfatekcorp.com">alfatekcorp.com</a> or any other affiliated business. |

2.2. As a member of ALFATEK Affiliate Program, you will have access to monthly updates that contain promotional materials, deals on the service provided, corporate news, and marketing materials like banners, brochures and internal contact for account manager for your direct communications.

2.3. ALFATEK reserves the right, at any time, to review your membership and your performance.

2.4. If you host your website. The maintenance and the updating of your site will be your responsibility. However, you may request ALFATEK account representative to produce a customized ALFATEK banner, and public client referral webpage for your use/publishing needs to assist you generating sale leads. Proper language and content format would be preserved and be in line with our believes. Page sample is available at <https://alfatekcorp.com/services/affiliate-program/REFMyCompany>

## 3. RULES

3.1. We have the right to monitor your site at any time to determine if you are following the terms and conditions of this Agreement. We may notify you of any changes to your site that we feel should be made, or to make sure that your links to our web site are appropriate and to notify further you of any changes that we feel should be made. If you do not make the changes to your site that we feel are necessary, we reserve the right to terminate your participation in the ALFATEK Affiliate Program.

3.2. ALFATEK reserves the right to terminate this Agreement and your participation in the ALFATEKCORP.com Affiliate Program immediately and without notice to you should you commit fraud in your use of the ALFATEK Affiliate Program or should you abuse this program in any way. If such fraud or abuse is detected, ALFATEK shall not be liable to you for any commissions for such fraudulent sales.

- 3.3. This Agreement will begin upon our acceptance of your Affiliate application, and will continue unless terminated hereunder.
- 3.4. ALFATEK Affiliates should only get commissions' upon successful contract execution and proceedings. If, for whatever reason, contract was not executed either due to the client or ALFATEK site, commission proceedings won't be paid due to no sale event.
- 3.5. ALFATEK has right to properly identify your identity as a private party or corporation in order to file your paperwork with the tax authorities. Your responsibility is to keep your most current information on the file with us.

#### **4. TERMINATION**

Either you or we may end this Agreement AT ANY TIME, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email or fax. In addition, this Agreement will terminate immediately upon any breach of this Agreement by you.

#### **5. 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 ALFATEK's Affiliate Program rules. If any modification is unacceptable to you, your only option is to end this Agreement. Your continued participation in ALFATEK's Affiliate Program following the posting of the change notice or new Agreement on our site will indicate your agreement to the changes.

#### **6. PAYMENT**

Again, ALFATEK Affiliates should only get commissions' upon successful contract execution and proceed acceptance by ALFATEK FINANCE. If, for whatever reason, a contract was not executed either due to the client or ALFATEK site, or payments not processed due to the clients or ALFATEK's unexpected situation, commission proceedings won't be paid to an affiliate, aka referrer.

- 6.1. ALFATEK's program has no limit on the commissions that you may earn on the monthly or yearly basis.
- 6.2. ALFATEK use Bills.com and PayPal.com to process payments. As a member of Affiliate Program it is your responsibility to acquire and setup account.
- 6.3. As a performing member you may request check to be send out to your address/location however it is your responsibility to provide error free information.

#### **7. TAXES**

You as an entity should be fully responsible for your income tax. W-9 form will be filed with the Tax authorities with your income at the end of the tax year. All of the payments made to your entity will be classified as a 1099 form.

#### **8. PROMOTION RESTRICTIONS**

You are free to promote your own web sites, but naturally any promotion that mentions ALFATEKCORP.com or ALFATEK could be perceived by the public or the press as a joint effort. You should know that certain forms of advertising are always prohibited by ALFATEK. For example, advertising commonly referred to as "spamming" is unacceptable to us and could cause damage to our name. Other generally prohibited forms of advertising include the use of unsolicited commercial email (UCE), postings to non-commercial newsgroups and cross-posting to multiple newsgroups at once. In addition, you may not advertise in any



way that effectively conceals or misrepresents your identity, your domain name, or your return email address. You may use mailings to customers to promote ALFATEKCORP.com so long as the recipient is already a customer or subscriber of your services or web site, and recipients have the option to remove themselves from future mailings. Also, you may post to newsgroups to promote ALFATEKCORP.com so long as the news group specifically welcomes commercial messages. At all times, you must clearly represent yourself and your web sites as independent from ALFATEKCORP.com. If it comes to our attention that you are spamming, we will consider that cause for immediate termination of this Agreement and your participation in the ALFATEK Affiliate Program. Any pending balances owed to you will not be paid if your account is terminated due to such unacceptable advertising or solicitation.

## 9. GRANT OF LICENSES

- 9.1. We grant to you a non-exclusive, non-transferable, revocable right to (i) access our site through HTML links solely in accordance with the terms of this Agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the "Licensed Materials") that we provide to you or authorize for such purpose. You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of ALFATEK's Affiliate Program. You agree that all uses of the Licensed Materials will be on behalf of alfatekcorp.com and the good will associated therewith will inure to the sole benefit of ALFATEK.
- 9.2. Each party agrees not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

## 10. DISCLAIMER

ALFATEKCORP.COM aka ALFATEK MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING ALFATEKCORP.COM SERVICE AND WEB SITE OR THE PRODUCTS OR SERVICES PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF ALFATEKCORP.COM ABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

## 11. REPRESENTATIONS AND WARRANTIES

You represent and warrant that:

- 11.1. This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms.
- 11.2. You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party;
- 11.3. You have sufficient right, title, and interest in and to the rights granted to us in this Agreement.

## 12. LIMITATIONS OF LIABILITY



WE WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL ALFATEKCORP.COM'S CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS AGREEMENT.

### 13. INDEMNIFICATION

You hereby agree to indemnify and hold harmless [alfatekcorp.com](http://alfatekcorp.com)/ALFATEK, and its 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 (i) 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, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your site, including, without limitation, content therein not attributable to us.

### 14. 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.

### 15. MISCELLANEOUS

15.1. You agree that you are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and ALFATEK. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on Your Site or any other of Your Site or otherwise, that reasonably would contradict anything in this Section.

15.2. Neither party may assign its rights or obligations under this Agreement to any party, except to a party who obtains all or substantially all of the business or assets of a third party.

15.3. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard to the conflicts of laws and principles thereof.

15.4. You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.

15.5. This Agreement represents the entire agreement between us and you, and shall supersede all prior agreements and communications of the parties, oral or written.

15.6. The headings and titles contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.

15.7. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

#### **16. COMMISSION CALCULATOR**

ALFATEK host online calculator that provides details on expected payout information. Please visit <https://alfatekcorp.com/services/affiliate-program/calculator>

#### **AFFILIATE ENTITY**

**FULL NAME:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**WEBSITE:** \_\_\_\_\_

**PUBLIC CLIENT REFERRAL WEBPAGE: YES/NO** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

