

MARKETING AFFILIATE AGREEMENT

This Marketing Affiliate Agreement (“Agreement”) is made and entered into effective as of the _____ day of _____, _____ (the “Effective Date”) by and between **Allison Walsh Enterprises, LLC**, a Florida limited liability company d/b/a Allison Walsh Consulting (“AWC”) and _____, a _____ (the “Company”).

1. Performance of Services.

1.1. Either Party may be the Referring Party, and from time to time and in its discretion, may introduce to the other Party, in accordance with the provisions of this Agreement, prospective clients who may be appropriate purchasers of Product Services. The Referring Party shall submit in writing the specific name(s) of the prospective client(s) the Provider Party. The Provider Party shall respond to the Referring Party, in writing, within 30 calendar days of the receipt of the Referring Party's prospective client names, and the Parties shall thereby concur as to such prospective clients as ("Referral Customers").

1.2. Definitions. As used herein, the term “Referring Party” shall mean that certain party that locates, identifies and introduces a prospective party to the “Provider Party” and the term “Provider Party” shall mean and refer to that certain party that ultimately provides Product Services to the prospective clients introduced by the Referring Party.

Company Marks. All use by AWC of the trademarks, service marks, and trade names associated with Company and/or the Services, whether registered or unregistered (the “Company Marks”), including any goodwill associated therewith, shall inure to the benefit of, conform to the standards set by, and be under the control of, Company. AWC's use of any of the Company Marks must comply with this Agreement and any trademark usage guidelines provided by Company from time to time. AWC shall not use any of the Company Marks in connection with any product or service or in any manner that is likely to cause confusion, and shall not copy, imitate, or use any such marks, in whole or in part, without the prior written permission of Company. As between the parties, Company will have the sole right and discretion to determine whether any use of the Company Marks in connection with the promotional activities hereunder complies with the requirements of this Agreement.

1.3. AWC Marks. All use by the Company of the trademarks, service marks, and trade names associated with AWC and/or the Services, whether registered or unregistered (the “AWC Marks”), including any goodwill associated therewith, shall inure to the benefit of, conform to the standards set by, and be under the control of, AWC. Company's use of any of the AWC Marks must comply with this Agreement and any trademark usage guidelines provided by AWC from time to time. Company shall not use any of the AWC Marks in connection with any product or service or in any manner that is likely to cause confusion, and shall not copy, imitate, or use any such marks, in whole or in part, without the prior written permission of AWC. As between the parties, AWC will have the sole right and discretion to determine whether any use of the AWC Marks in connection with the promotional activities hereunder complies with the requirements of this Agreement.

2. **Pricing and Payment**. The Non-Referring Party is responsible for all account-related activities with Referral Customers, including billing and collecting fees from all Referral Customers, and may

communicate directly with the Referral Customers at any time. The Non-Referring Party is free to determine the prices that it will charge Referral Customers for the Services and will have the right to alter the Services, alter any prices for the Services, or reject or discontinue sales of the Services or any part thereof, with respect to any Referral Customer at any time or from time to time in its sole discretion. The Referring Party shall be entitled to receive compensation (the “***Referral Fee***”) and shall be paid such Referral Fee only after the Provider Party has received payment from the sale and delivery of Services to the Referral Customer. Such Referral Fees shall be due and payable for the lifetime of the relationship that the Referral Customer has with the Referring Party.

- 2.1. **Retainer Based Fees:** If a Referral Customer is compensating Company or AWC via a monthly retainer, an amount equal to ten percent (10%) of the retainer Net Fees received and retained by Company or AWC shall be payable by Company or AWC, respectively, to the Referring Party.
 - 2.2. **Project Based Fees:** If a Referral Customer is compensating Company or AWC via an aggregate “project fee”, then Company or AWC shall remit to the Referring Party, an amount equal to ten percent (10%) of the Net Fees received and retained by Company or AWC for Services provided to the Referral Customer.
 - 2.3. **Digital Course and Membership Fees:** If a Referral Customer is compensating Company or AWC via a stand-alone digital course, on-demand product, or membership, then Company or AWC shall remit to the Referring Party, an amount equal to thirty percent (30%) of the Net Fees received and retained by Company or AWC for Services provided to the Referral Customer.
 - 2.4. All fees due and payable under this Section shall be remitted to the Referring Party not later than thirty (30) days after Company or AWC receives or collects the fees from the Referral Customer.
 - 2.5. The term “Net Fees” means the total revenue received by the Company or AWC after deducting all payment processing fees from the total transaction amount.
3. **Intellectual Property Rights.** Except for the rights to use the Company Marks and AWC Marks and promote the Services as expressly granted herein, neither party will acquire any rights, title or interest in any of the Intellectual Property Rights belonging to the other party or the other party’s licensors. As used herein, the term Intellectual Property Rights shall mean and include current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights relating to Company’s intellectual property. Nothing in this Agreement is intended to constitute a sale of any software or documentation associated with the Services or any derivations thereof. The Services constitute valuable proprietary and trade secret information and property of Company and/or AWC, respectively. Title, ownership, and intellectual property rights, including without limitation all copyright rights, in and to the Services, and all derivatives thereof, as offered and sold by Company, shall remain with Company and its licensors. Title, ownership, and intellectual property rights, including without limitation all copyright rights, in and to the Services, and all derivatives thereof, as offered and sold by AWC, shall remain with AWC and its licensors. Each party acknowledges the ownership and intellectual property rights of the other party in such party’s respective Services, and will not take any action to jeopardize, limit or interfere in any manner with such ownership or other rights.

4. **Confidentiality.** Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information, but in no event less than reasonable care; and (b) not disclose the Confidential Information, except to affiliates, employees, agents and professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. Each party (and any affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its affiliates, employees and agents in violation of this Section. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information when required by law, but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure. For purposes of this Agreement, the term Confidential Information shall mean and include information disclosed by a party to the other party under this agreement that is marked as confidential or would normally be considered confidential under the circumstances. Without limiting the foregoing, the Referral Fee and any information obtained through the Services are Confidential Information of Company. Notwithstanding the foregoing, Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

5. **Publicity.** Neither party will issue any press release, public announcement, or public statement regarding the existence or content of this Agreement or issue any materials containing either party's name, trade names, trademarks, service marks, logos, domain names, or other distinctive brand features of the other party without the other party's prior written approval.

6. **Agreement Term; Termination.**

6.1. Initial Term; Auto-Renewal. This Agreement will commence on the Effective Date and will continue for an initial term of twelve (12) months (the "**Initial Term**"). Upon expiration of the Initial Term, and on each anniversary of such date, this Agreement will auto-renew for a renewal term of twelve (12) months (each a "**Renewal Term**") unless either party notifies the other in writing of its intent to not renew the Agreement at least thirty (30) days prior to the end of the then-current Term.

6.2. Termination for Breach. Notwithstanding anything to the contrary elsewhere in the Agreement, either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within fifteen (15) days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days; (iii) the other party is in material breach of this Agreement more than two (2) times notwithstanding any cure of such breaches.

6.3. Termination for Convenience. Notwithstanding anything to the contrary elsewhere in the Agreement, either party may terminate this Agreement for convenience upon sixty (60) days prior written notice to the other party.

6.4. Effect of Termination. Upon any termination or expiration of this Agreement: (i) all rights

and licenses granted by one party to the other will immediately cease; (ii) each party will promptly return to the other party, or destroy and certify the destruction of, all of the other party's Confidential Information; and (iii) each party shall cease marketing and promoting the services of the other party. Termination or expiration of this Agreement, in part or in whole, will not limit either party from pursuing other remedies available to it. In the event of non-renewal or termination of this Agreement, the Referral Fee for Referral Customers who have met the applicable offer requirement(s) prior to the effective date of termination or expiration will be paid as set forth herein.

7. Representations. Each party represents and warrants that:

7.1. Such party will comply with the terms and conditions of this Agreement, all applicable laws and regulations;

7.2. Such party has obtained and will maintain all licenses, permits and approvals and will be responsible for satisfying all formalities as may be required to: (a) enter into this Agreement; (b) perform its obligations in accordance with this Agreement; and (c) comply with applicable laws, rules and regulations;

7.3. The execution and delivery of this Agreement, and the performance by each party of its obligations hereunder, will not constitute a breach or default of or otherwise violate any agreement to which such party or any of its affiliates are a party, or violate any rights of any third parties arising from those agreements, including without limitation any rights related to exclusivity; and

8. Disclaimer. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY, ITS LICENSORS AND SUPPLIERS MAKE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE SERVICES, AND EXPRESSLY DISCLAIM THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. EACH PARTY HEREBY WAIVES ANY RIGHTS THAT IT MIGHT OTHERWISE HAVE IN CONNECTION WITH THIS SECTION. NEITHER PARTY WILL BE OBLIGATED UNDER THIS AGREEMENT TO TAKE ANY ACTION OR REFRAIN FROM TAKING ANY ACTION THAT IT BELIEVES, IN GOOD FAITH, WOULD CAUSE IT TO BE IN VIOLATION OF ANY LAWS OF THE TERRITORY OR ANY OTHER APPLICABLE JURISDICTION, INCLUDING, WITHOUT LIMITATION, THE UNITED STATES.

9. Limitation of Liability. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED HERETO FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS PAID BY COMPANY TO AWC HEREUNDER IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY. THESE LIMITATIONS OF LIABILITY APPLY TO THE FULLEST EXTENT

PERMITTED BY APPLICABLE LAW BUT DO NOT APPLY TO A PARTY'S INDEMNIFICATION OBLIGATIONS, VIOLATIONS OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR BREACHES OF CONFIDENTIALITY OBLIGATIONS.

10. **Indemnification.** Each Party shall indemnify, defend, reimburse and hold harmless the other Party and its officers, directors, employees and agents from and against any and all losses reasonably incurred by any such indemnitee arising out of or in connection with the operations of the indemnifying Party and any acts or omissions by the indemnifying Party in that Party's performance of duties hereunder and the breach of any covenant, agreement, or obligation contained in this Agreement

11. **Miscellaneous.**

11.1. Non-Exclusivity. Each Party expressly reserves the right (on a worldwide basis) to promote, advertise, market, sell, license and distribute its Services either directly or indirectly through other partners, managed service providers, dealers, distributors, or other third parties, and reserves the right (on a worldwide basis) to promote, advertise, market, sell, license, and distribute its Services to any customer.

11.2. Non-Disparagement. Each party agrees and covenants that it will not at any time make, publish, or communicate to any person or entity or in any public forum, including, without limitation, on any digital or online review sites or forums, any defamatory, discrediting or disparaging remarks, comments or statements concerning the other party or its businesses, or any of its employees or officers, now or in the future. For purposes of this paragraph, a disparaging or discrediting statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, good character, or product quality of the person or entity to whom the communication relates, but will not include any disclosure required to be made to any governmental or quasi-governmental agency, or any disclosure made in the course of any pending or threatened litigation, mediation, arbitration or agency action.

11.3. Notices. All notices must be in writing and addressed to the attention of the other party at the address first set forth above or on the signature page hereto, or at such other address as provided by a party from time to time by like notice. Notice will be deemed given: (a) when delivered by personal courier, (b) one (1) business day after sending via a nationally-recognized overnight courier, (c) three (3) business days after sending via certified mail, or (d) when verified by automated receipt or electronic logs if sent by facsimile or email.

11.4. Beneficiaries; No Agency; Assignment. There are no third-party beneficiaries to this Agreement. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture. Neither party may assign or transfer any part of this Agreement, including without limitation, by change of control or an assignment by operation of law, without the other party's prior written consent.

11.5. Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, epidemic or pandemic, act of war or terrorism, riot,

labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

11.6. No Waiver; Severability. Failure to enforce any provision of this Agreement will not constitute a waiver. If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

11.7. Governing Law; Jurisdiction. This Agreement is governed by the laws of the State of Florida, excluding its choice of law rules. FOR ANY DISPUTE RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN ORANGE COUNTY, FLORIDA AND THE EXCLUSIVE VENUE OF, THE COURTS IN ORANGE COUNTY, FLORIDA.

11.8. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

11.9. Entire Agreement; Amendments; Counterparts. This Agreement constitutes the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. Any amendments to this Agreement must be agreed upon in writing and signed by both parties hereto. The parties may execute this Agreement electronically and the parties may exchange executed signature pages in counterparts, including by facsimile, PDF or other electronic method, which taken together will constitute one instrument.

IN WITNESS WHEREOF the undersigned have executed this Agreements of the day and year written below.

ALLISON WALSH ENTERPRISES, LLC
a Florida limited liability company

a _____

By: _____
Allison Walsh, Manager

By: _____
Print Name: _____
Its: _____