

## Tandem Transit Affiliate Agreement

The Tandem Transit Affiliate Agreement (Agreement), is made by and agreed to between Tandem Transit Corporation (TTL), located at 3611 14<sup>th</sup> ave, Brooklyn, NY 11218 and \_\_\_\_\_ (“You”). You agree to provide TTL with accurate information about You, Your promotional methods, and to maintain up-to-date account information (such as websites used, contact information etc.). You represent and warrant that all promotional means used by You will not contain objectionable content including libelous, defamatory, obscene or illegal content. You agree to use ethical and legal promotional methods.

### Commission Payments:

You will receive 25% commission of any One Time Charges (if applicable) from an order received by any client who signs an MSA with TTL. You will receive a 5% Residual commission for all orders that are paid in full to TTL, for 24 months following the first invoice. Commission will be paid monthly and commission checks will be mailed by US post on a monthly basis no later than the 28th of the following month. For efficiency purposes - a minimum of \$50 commission must be accrued prior to receiving a check. Prior to receiving any payments, Affiliates are responsible for providing Tandem Transit with a completed W9 form. Affiliates who are also customers of TTL have the right redeem the commission as a credit for merchandise and receive an additional 5% as credit towards services. TTL, using accounting codes, will calculate actual payouts based on orders actively billed and collected. In case of a cancellation or a modification of the invoice, payouts will be affected accordingly. Commission is paid on the Net Profit of services rendered, due to various market costs of service; we reserve the right to minus from commissions any discounts given or promotional discounts used. Commissions are not paid on any sales tax paid. In case of a system error TTL will use all other means available and its best judgment to calculate actual payouts. Support for the Affiliate program is available by email and by phone during business hours.

### Restrictions:

Affiliates may not place the Tandem Transit brand on any page that mentions specific rates or terms without prior approval from TTL. The TTL banner can be on a page that states “Affiliate or Channel Partner,” all links are to be removed when this contract is terminated, including any blog posts, reviews on other websites, PR articles, or any identifiable term to TTL. All Marketing expenses are at your own expense.

### Termination:

TTL and You have the right to terminate this agreement within 7 days notice by email. In case of any violation of the terms of the Agreement, TTL has the right to terminate the Agreement immediately. Upon notice of termination, You will have to immediately cease to use and remove any banners, links, pictures and any and all other promotional material provided by TTL from your site or other promotional tools such as newsletters, blogs, etc.

#### Indemnification:

You will indemnify, defend and hold TTL harmless against all claims, suits, damages, expenses (including attorney fees) and liabilities incurred, claimed or sustained by third parties resulting from Your participation in this Agreement and/or non compliance with this agreement.

#### Modifications:

The details of the Affiliate program are available on TTL's website. Transactions qualifying for payout are defined by TTL. TTL may change the payout rate and any other terms in the Agreement upon 7 days notice on our website. If any modifications are unacceptable to You, Your only recourse is to terminate this Agreement.

#### Relationship of Parties:

Under no circumstances does this Agreement form or create a partnership, joint venture, agency, franchise or employment relationship between TTL and You. You will not make any statement or representation, whether on your site or using promotional methods to the contrary. In no way will You have the right to represent or speak on behalf of TTL besides in a sales capacity to win business. You will not make any false claims to the available services to any client, You will refer any technical requirements to TTL for approval, You will conduct other business separate from any services offered by TTL.

#### Disclaimer:

TTL makes no express or implied warranties or representations in respect to the program or any products sold through the program including and without limitation, merchandise fitness or marketability. Furthermore we make no representations that operation of the Affiliate Program from a technical perspective is without flaws, that our servers will run uninterrupted and results will be error free.

#### Limitation of Liability:

You agree that TTL will not be liable to you or any third party (including but not limited to, loss of goodwill, lost profits, lost data, business interruption) even if advised of the possibility of such damages or claims. Furthermore, TTL total liability arising with respect to this Agreement will not exceed the preceding 12 months total commission accrued or payable to you under this agreement. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE SERVICES THAT ARE SIMILAR TO OR COMPETE WITH YOUR SERVICE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT NOT SET FORTH IN THIS AGREEMENT.

This Agreement will be governed by the laws of the United States and the state of New York, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in New York, NY, and you irrevocably consent to the jurisdiction of those an inappropriate venue or inconvenient forum. You may not assign this Agreement, by operation of law or otherwise, without prior written consent. Subject to that restriction, this Agreement will bind, insure to the benefit of and be enforceable against the parties and their respective successors and assign. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

Signature: \_\_\_\_\_

First name: \_\_\_\_\_

Last name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Tax ID: \_\_\_\_\_ (SSN, EID)

Please Fax or Scan back this agreement signed:

718-689-1379 eFax or email: [sales@TandemTransit.com](mailto:sales@TandemTransit.com)

Please make sure your mailing address is correct and

Or provide a banking routing deposit form.