

## **The Canfield Training Group Affiliate Agreement**

This Affiliate Agreement (“Agreement”) contains the complete terms and conditions between the Canfield Training Group (“CTG”) and “You” or “Affiliate”, regarding the CTG Affiliate program.

### **1. CTG Affiliate Program Guidelines:**

- a. You are not permitted to use any CTG brand names in the root of a URL link. This means You cannot use, for example, "jackcanfield" or "thesuccessprinciples" in your website domain before the (dot), like this: www.jackcanfield.com.com.
- b. Other than the marketing materials CTG provides to you for use under our Affiliate program, Affiliate may not use any copyright, trademark, service mark, or general branding of the Canfield Training Group.
- c. We will provide you with unique Affiliate links that allow us to track your sales in our Affiliate program. It is your responsibility to make sure the links are working properly.
- d. CTG reserves the right to withhold Affiliate commissions and cancel this Agreement in our sole discretion if you are not in compliance with the guidelines in the Agreement.
- e. CTG will process orders placed by the Affiliate customers who use your Affiliate links. We reserve the right to reject any orders.
- f. CTG reserves the right to remove an Affiliate from the Affiliate program, and to terminate, modify or suspend this Agreement, at any time for any reason, in CTG’s sole discretion.
- g. Affiliate agrees to not send any unsolicited email to any party.
- h. Affiliate agrees to abide by all Federal Trade Commission Guidelines and the U.S. Federal Can-SPAM Act.

### **2. Affiliate Commissions:** You will be paid an Affiliate commission if:

- a. Your customer is a new and unique visitor that purchases an approved CTG product using your Affiliate link. All orders are subject to CTG’s normal policies for refunds, credits, cancellations, and chargebacks.
- b. Affiliate commissions are not paid on sales to the Affiliate themselves. So, the Affiliate cannot purchase a product through their Affiliate link and receive a commission on that sale.
- c. The CTG Affiliate program works on a “last cookie” gets the sale model. So, if the Affiliate’s customer clicks another affiliate’s link to buy a product, then the more recent affiliate will earn the commission.
- d. CTG reserves the right to withhold Affiliate commissions from Affiliates who do not follow the guidelines, or who have commissions that are potentially fraudulent as determined by CTG.

- e. The CTG Standard Affiliate program uses a 180-day cookie, and once the cookie expires no Affiliate commissions are earned. Therefore, Affiliate tracking is in place for 180-days following the last cookie, unless it is reset by a customer clicking on the Affiliate link again after the last cookie was set in which case the cookie is reset for another 180-days.
- f. No Affiliate commissions are earned from product sales made in the back of the room at our training events.

**3. Affiliate Commission Payments:** Affiliate commissions will only become payable once you:

- a. Provide all relevant tax and address documentation, including but not limited to a W-9 form to CTG.
- b. Reach a commission level of \$50 based on the rates stated in Schedule A on qualified purchases.
- c. We offer a 30-day refund period on our products. Verified Affiliate commissions earned will be paid 60 days after the product refund period expires. Commissions are not earned in any accounting period or paid until CTG receives payments from the consumer. If a sale is canceled or refunded for any reason, any paid Affiliate commissions will be deducted from the amount owed to the Affiliate in any subsequent payment.
- d. Commissions will be sent to the address we have on file from your W-9. It is your responsibility to let us know of any changes to your address.
- e. CTG makes every reasonable effort to accurately track and pay commissions for all sales that come from Affiliate links, but we are not responsible nor under any circumstances will we be held liable for any technical difficulties, outside events, actions by other affiliates, or other uncontrollable events that may disrupt or interfere with CTG's ability to track sales. Under no circumstances will CTG be held liable for any indirect, incidental, special or consequential damages or any loss of revenue or profits that result from the Affiliate participation in this program.

**4. Database:** Affiliate customers who purchase CTG products through the Affiliate program will be deemed to be CTG customers. Accordingly, all of CTG's rules, policies, and operating procedures concerning orders, service, terms and conditions, and sales will apply to those customers. CTG may change our policies and operating procedures at any time.

**5. Indemnification:** You hereby agree to indemnify and hold harmless CTG 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 (i) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (ii) any claim related to you website including, without limitation, its development, operation, maintenance and content therein not attributable to CTG; (iii) any claim relating to your business, your products, services and promotions.

**6. Governing Law:** The laws of the United States and the State of California will govern this Agreement, 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 Santa Barbara County and you irrevocably consent to the jurisdiction of such courts.

**SCHEDULE A**  
**AFFILIATE COMMISSIONS**

<b>Product</b>	<b>Affiliate Commission</b>
Your Extraordinary Life Program	30%
Breakthrough to Success Live - single seat	20%
Breakthrough to Success Live - partner seat	10%
Breakthrough to Success Online	25%
Train the Trainer Online	25%
Train the Trainer Essentials	25%

I VERIFIED THAT I HAVE READ THIS AGREEMENT AND I INDICATE MY APPROVAL OF THIS AGREEMENT AND DESIRE TO BECOME A CTG AFFILIATE UNDER THESE TERMS AND CONDITIONS BY CHECKING THE BOX.