

# YeeGoals Affiliate Agreement

PLEASE READ THIS AFFILIATE PROGRAM AGREEMENT CAREFULLY.

AFFILIATE PROGRAM AGREEMENT Between: YeeGoals Inc. ("YeeGoals") And: You (the "Affiliate")

This agreement outlines the terms of our business relationship and describes how we will collaborate in our Affiliate Program (the "Affiliate Program"). Please carefully review this legal document, and although some language may appear in "legalese," we've made efforts to ensure it is as readable as possible.

## **1. Participation in the Affiliate Program:**

This Agreement governs your participation in our Affiliate Program, and your agreement to these terms is essential for your involvement. We reserve the right to periodically update or replace these terms, and you will be informed of such changes via email, text, phone call, or direct message (with your authorization). If you disagree with any updates or replacements, you have the option to terminate the agreement as outlined below.

## **2. Definitions:**

**YeeGoals Affiliate:** A company owned, operated, or controlled by YeeGoals Inc.

**Affiliate Program:** Our affiliate program, as detailed in this Agreement.

**Affiliate Lead:** A customer prospect who clicks on the Affiliate Link provided through the Affiliate Tool.

**Affiliate Link/Code:** The unique tracking link or code placed on your site or promoted through other channels.

**Affiliate Policies:** Policies applicable to affiliates, made available from time to time.

**Affiliate Tool:** The tool provided for your use upon acceptance into the Affiliate Program, accessible at *GoAffPro.com*.

**Agreement:** This Affiliate Program Agreement and all linked or referred materials.

**Commission:** The amount described in the Affiliate Tool (or, if applicable, in the Program Policies) for each Customer Transaction.

**Customer:** The authorized actual user of YeeGoals products who has purchased or signed up after being an Affiliate Lead or signed up for any of our authorized financial institutions' products.

## **3. Customer Transactions:**

Customer Transactions, as eligible for Commission, are defined in the 'Customer Transactions' section of this Agreement. These transactions may include customer purchases or signups, further described in the Affiliate Tool.

## **4. User Data:**

"Customer Data" refers to all information that a customer submits or collects through the YeeGoals site or app. This includes any materials provided, posted, uploaded, input, or submitted for public display within the YeeGoals financial ecosystem.

## **5. YeeGoals Content:**

"YeeGoals Content" encompasses all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we integrate into our services.

## ***6.YeeGoals Products:***

"YeeGoals Products" cover both the Subscription Service and Other Products.

## ***7.Other Products:***

For this Agreement, "Other Products" are those services not included in the Subscription Service. This category includes all marketing software, legacy sales and marketing products, and any implementation, customization, training, consulting, additional support, or other professional services, along with fees for third-party products or services.

## ***8. Subscription Service:***

The "Subscription Service" refers to our web-based sales software subscribed to, developed, operated, and maintained by us. Accessible via <https://yeegoalsapp.com/>, it includes add-on products to our sales software. Notably, the Subscription Service excludes our legacy sales products, any implementation, customization, training, consulting, additional support, or other professional services, and fees for third-party products or services.

## ***9. Pronouns and Terminology:***

"We," "us," "our," and "YeeGoals" denote YeeGoals Inc.

"You" and "Affiliate" indicate the party, distinct from YeeGoals, entering into this Agreement and participating in the Affiliate Program

## ***10. Non-exclusivity:***

This Agreement does not establish an exclusive arrangement between you and us. Both parties retain the right to recommend similar products and services to third parties and collaborate with other entities in the design, sale, installation, implementation, and use of comparable services and products of third parties.

## ***11. Affiliate Acceptance:***

Upon the completion of your application to become an Affiliate, we will review the application and inform you of acceptance into the Affiliate Program or rejection. Before acceptance, we may seek further information through communication with you. Certain requirements or certifications may be necessary before application acceptance. If no acceptance notification is provided within thirty (30) days of application, it is considered rejected.

Upon acceptance, the terms and conditions of this Agreement apply in full until termination, as outlined below. Additionally, completion of any enrollment criteria specified in the Program Policies Page, if applicable, is required. Failure to meet these criteria within thirty (30) days of acceptance leads to immediate termination, barring further participation in the Affiliate Program.

Participation in the Affiliate Program does not guarantee acceptance into any or all YeeGoals Partner Programs. Specific application procedures must be followed for participation in those programs.

Adherence to the terms and conditions of this Agreement, including any applicable Program Policies, is mandatory.

## 12. Customer Transactions from Section 3:

**12.1 Affiliate Program Limits:** Each accepted Affiliate Lead expires according to the information provided in the Affiliate Tool (or as specified in the Program Policies) from the date the Affiliate Lead clicked on the Affiliate Link. Commission will be paid, as described in the Affiliate Tool (or in the Program Policies), for each new Customer completing an applicable Customer Transaction after clicking on an Affiliate Lead. This is subject to your continued eligibility for Commission under this Agreement.

**12.2 Start of Customer Subscription:** The initiation of the Customer's subscription is determined by the date of the first purchase or sign-up of the Subscription Service. You will receive a Commission payment for that Customer Transaction only, regardless of additional purchases during their Subscription Service. For instance, if the initial Customer Transaction is for opening an online bank account, any subsequent purchase by the same customer for an additional lending product will result in Commission solely for the initial user purchase.

The Affiliate will not be entitled to receive Commission on any additional purchases of YeeGoals Products and Services by that same Customer unless you and we come to an agreement about it and add it as an addendum.

## 12.3 Eligibility for Commission:

To qualify for Commission

**Affiliate Lead Acceptance:** An Affiliate Lead must be accepted and valid in accordance with the 'Acceptance and Validity' section:

**Customer Transaction Requirement:**

- A Customer Transaction must have occurred.
- The Customer must remain a customer during the locking period specified in the Affiliate Tool (or as outlined in the Program Policies).

You are ineligible to receive Commission or any other compensation from us based on transactions for Other Products under the following circumstances:

- Such compensation is disallowed or limited by federal, state, or local law or regulation in the United States or the laws or regulations of your jurisdiction.
- The applicable Customer objects to or prohibits such compensation or excludes it from its payments to us or YeeGoals Affiliates.
- The Customer has paid or will pay such commissions, referral fees, or other compensation directly to you.
- The Commission payment has been obtained by fraudulent means, misuse of the Affiliate Link, violation of any Affiliate Program Policies provided to you, misuse of the Affiliate Tool, or any other means that we consider breaching the spirit of the Affiliate Program.
- The Customer participates in any of our partner programs (including the Agency Partner Program, Sales Referral Partner Program, or Sales Solutions Partner Program) and is eligible to receive a commission related to the Customer Transaction under any of these programs.

## **12.4 Revenue Share from Other Programs:**

If you are eligible to receive a revenue share payment or commission under another Program at YeeGoals, the payment amount will not change based on your participation in the Affiliate Program. For instance, you cannot receive the Commission set out in this Agreement on any Partner Transaction completed while participating as a partner in the Solutions Partner Program (as defined in the Solutions Partner Program Agreement). In competitive situations with other affiliates, we may choose to provide the Commission to the affiliate that we consider the most eligible, at our discretion.

Commission payments may be discontinued if any eligibility criteria outlined in this subsection fail to be met at any time.

**12.5 Acceptance and Validity.** You will only be eligible for a Commission payment for any new Customer Transactions that derived from **Affiliate Leads generated by the Affiliate Link and/or your personal code that we make available to you and are accepted by YeeGoals.**

An Affiliate Lead will be considered valid and accepted if, in our reasonable determination:

- It is a new potential customer of ours, and
- Is not, at the time of submission or sixty (60) days prior, one of our pre-existing customers, or involved in our active sales process. Notwithstanding the foregoing, we may choose not to accept an Affiliate Lead in our reasonable discretion. If an Affiliate Lead does not purchase the Subscription Service within the time period described on the Affiliate Tool (or if applicable, in the Program Policies) of their first click on the Affiliate Link, you will not be eligible for a Commission payment, even if the Affiliate Lead decides to purchase after the time period has expired.
- An Affiliate Lead is not considered valid if its first click on the Affiliate Link is after this Agreement has expired or terminated. Engagement with Prospects. Once we have received the Affiliate Lead information, we may elect to engage with the prospect directly, regardless of whether or not the Affiliate Lead is valid.
- If an Affiliate Lead is not valid then we may choose to maintain it in our database and we may choose to engage with such Affiliate Lead. Any engagement between YeeGoals and an Affiliate Lead will be at YeeGoals discretion.

## **12.6. Commission and Payment.**

To receive payment under this Agreement, you must have:

- Agreed to the terms of this Agreement (generally completed through the Affiliate Tool);
- Completed all steps necessary to create your account in the Affiliate Tool in accordance with our directions.
- Have a valid and up-to-date payment method in the Affiliate Tool with such account.
- Completed all required tax documentation in order for the Affiliate Tool to process any payments that may be owed to you.

## **12.7 Requirements for Payment; Forfeiture.**

Notwithstanding the foregoing or anything to the contrary in this Agreement, if any of the requirements set forth in section

- Remain outstanding for six (6) months immediately following the close of a Customer Transaction, then your right to receive Commission arising from any and all Customer Transactions with the associated Customer will be forever forfeited (each, a “Forfeited Transaction”).

- We will have no obligation to pay you Commission associated with a Forfeited Transaction. Once you comply with all the requirements in section 12, then you will be eligible to receive Commission on Customer Transactions, as long as these Customer Transactions do not involve the same Customer associated with a Forfeited Transaction.

**12.8 Commission Payment.** We or the Affiliate Tool will determine the currency in which we pay the Commission, as well as the applicable conversion rate. We will not pay more than one Commission payment or other similar referral fee on any given Customer Transaction (unless we choose to at our discretion). Taxes. You are responsible for payment of all taxes and fees (including bank fees) applicable to the Commission. All amounts payable by us to you are subject to an offset by us against any amounts owed by you to us. Commission Amounts. We reserve the right to alter or change the Commission amount as per the Affiliate Tool.

### **13. Training and Support**

We may make available to you, without charge, various webinars and other resources made available as part of our Affiliate Program. If we make such resources available to you, you will encourage your sales representatives and/or other relevant personnel to participate in training and/or other certifications as we recommend and may make available to you from time-to-time. We may change or discontinue any or all parts of the Affiliate Program benefits or offerings at any time without notice.

### **14. Trademarks**

You grant us a nonexclusive, nontransferable, royalty-free right to use and display your trademarks, service marks and logos (“Affiliate Marks”) in connection with the Affiliate Program and this Agreement. During the term of this Agreement, if we make our trademark available to you within the Affiliate Tool, you may use our trademark as long as you follow the usage requirements in this section.

You must:

- only use the images of our trademark that we make available to you, without altering them in any way.
- Only use our trademarks in connection with the Affiliate Program and this Agreement.
- Comply with our vendor kit and Trademark Usage Guidelines; and
- Immediately comply if we request that you discontinue use.

**You must not:**

- use our trademark in a misleading or disparaging way.
- use our trademark in a way that implies we endorse, sponsor, or approve of your services or products.
- use our trademark in violation of applicable law or in connection with an obscene, indecent, or unlawful topic or material.

## 15. Proprietary Rights

### YeeGoals Proprietary Rights:

- No license to any software is granted by this Agreement. The YeeGoals Services are protected by intellectual property laws and belong to, as well as are the property of, us or our licensors (if any). We retain all ownership rights in the YeeGoals Services. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the YeeGoals Content or the YeeGoals Products, in whole or in part, by any means, except as expressly authorized in writing by us.
- YeeGoals, its logos, and other marks used from time to time are our trademarks, and you may not use them without our prior written permission, except as otherwise set forth in this Agreement.
- We encourage all customers, affiliates, and partners to comment on the YeeGoals Products and Services, provide suggestions for improvement, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential, and we own all rights to use and incorporate them into the YeeGoals Products and Services without payment to you.

### Customer's Proprietary Rights:

As between you and the Customer, the Customer retains the right to access and use the Customer portal associated with YeeGoals Products and Services. For clarity, the Customer will own and retain all rights to the Customer Data.

### Confidentiality:

As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential. Confidential Information does not include any information that:

- Is or becomes generally known to the public without a breach of any obligation owed to the Disclosing Party or (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without a breach of any obligation owed to the Disclosing Party.

The Receiving Party shall:

- Protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care as it uses with its own confidential information, but in no event less than reasonable care.
- Not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement.
- Not disclose Confidential Information of the Disclosing Party to any third party.
- Limit access to Confidential Information of the Disclosing Party to its employees, contractors, and agents. The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any federal, state, or local law, statute, rule, or regulation, subpoena, or legal process.

## **16. Opt-Out and Unsubscribing:**

You are obligated to promptly comply with all opt-out, unsubscribe, "do not call," and "do not send" requests. Throughout the duration of this Agreement, you will establish and maintain systems and procedures appropriate to effectuate all opt-out, unsubscribe, "do not call," and "do not send" requests.

### **Term and Termination:**

#### *Term:*

This Agreement will apply for as long as you participate in the Affiliate Program until terminated.

#### *Termination Without Cause:*

Both you and we may terminate this Agreement with fifteen (15) days' written notice to the other party.

#### *Termination for Agreement Changes:*

If we update or replace the terms of this Agreement, you may terminate this Agreement with five (5) days' written notice to us, provided you send us notice within ten (10) days after we notify you of the change.

#### *Termination for Cause:*

We may terminate this Agreement:

- Upon thirty (30) days' notice to you of a material breach if such breach remains uncured at the expiration of the period.
- Upon fifteen (15) days' notice to you of non-payment if the amount remains unpaid after the expiration of such period.
- Immediately, if you become the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation, or assignment for the benefit of creditors.
- Immediately, if you breach the terms applicable to your subscription with us, including defaulting on your payment obligations to us or our affiliate.
- Immediately, if we determine that you are acting or have acted in a way that negatively reflects on or affects us, our prospects, or our customers.

#### *Effects of Expiration/Termination:*

- Expiration or termination without cause by us, by you with cause, or by you according to the 'Termination for Agreement Changes' section shall not affect our obligation to pay you a Commission, provided that the related payment by the Customer Transaction is recognized by us within thirty (30) days after termination or expiration.
- In no event shall you be entitled to payment from the Commission if eligible to receive a revenue share payment under the Solutions Partner Program Agreement.
- We will not pay you fees on Customer Transactions recognized after thirty (30) days following termination or expiration.

- In the event of termination without cause by you, or for cause by us, our obligation to pay and your right to receive any Commission will terminate upon the date of termination. Except as expressly set forth, you are not eligible to receive a Commission payment after expiration or termination.
- Upon termination or expiration, you will discontinue all use of and delete the Affiliate Tool.
- An Affiliate Lead is not considered valid after termination or expiration, and we may choose to maintain it in our database. You must immediately discontinue all use of our trademark and references to this Affiliate Program upon termination or expiration.
- Termination or expiration of this Agreement shall not terminate a Customer's subscription agreement.

## ***17. Affiliate Representations and Warranties***

You represent and warrant that:

➤ **Rights and Permissions:**

You have all sufficient rights and permissions to participate in the Affiliate Program and provide YeeGoals with Affiliate Leads for use in sales and marketing efforts, as outlined in this Agreement.

➤ **Conflict of Agreements:**

Your participation in the Affiliate Program will not conflict with any existing agreements or arrangements.

➤ **Ownership of Affiliate Marks:**

You own or have sufficient rights to use and grant us the right to use the Affiliate Marks.

Additionally, you represent and warrant that:

➤ **Compliance:**

You will ensure compliance with any trade or regulatory requirements applicable to your participation in the Affiliate Program.

➤ **Accurate Information:**

You will accurately provide, in the Affiliate Tool, all websites and domains you own where you intend to use Affiliate Links to generate Affiliate Leads.

➤ **Advertising Practices**

You will not purchase ads that direct to your site(s) or through an Affiliate Link that could be considered as competing with YeeGoals own advertising, including our branded keywords.

➤ **Prohibited Practices:**

You will not engage in cookie stuffing or pop-ups, and false or misleading links are strictly prohibited.

➤ **Referral URL Information:**

You will not attempt to mask the referring URL information.



➤ Self-Purchasing Prohibition:

You will not use your own Affiliate Link to purchase YeeGoals products for yourself without YeeGoals's authorization.

➤ Ethical Lead Generation:

You will not use mechanisms to deliver leads other than through an intended consumer. This includes unethical practices such as sourcing leads through compilations of personal data, using fake redirects, or employing automation devices.

### **18. Indemnification:**

You will indemnify, defend, and hold us harmless at your expense against any third-party claim, suit, action, or proceeding brought against us (including our officers, directors, employees, agents, service providers, licensors, and affiliates) to the extent that such action is based upon or arises out of:

- Your participation in the Affiliate Program.
- Our use of the prospect data you provided.
- Your noncompliance with or breach of this Agreement.
- Your use of the Affiliate Tool.
- Our use of the Affiliate Marks.

We will:

- Notify you in writing within thirty (30) days of becoming aware of any such claim.
- Give you sole control of the defense or settlement of such a claim.
- Provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim.

You shall not accept any settlement that:

- Imposes an obligation on us.
- Requires us to make an admission.
- Imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

## ***19. Disclaimers; Limitations of Liability:***

### **Disclaimer of Warranties:**

We and our affiliated companies and agents make no representations or warranties about the suitability, reliability, availability, timeliness, security, or accuracy of the YeeGoals Products and Services, YeeGoals Content, the Affiliate Program, or the Affiliate Tool for any purpose. Application Programming Interfaces (APIs) and the Affiliate Tool may not always be available. To the extent permitted by law, the YeeGoals Financial Products and Services and Affiliate Tool are provided "as is" without warranty or condition of any kind. We disclaim all warranties and conditions, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

### **No Indirect Damages:**

To the extent permitted by law, in no event shall either party be liable for any indirect, punitive, or consequential damages, including lost profits or business opportunities.

### **Limitation of Liability:**

If, notwithstanding the other terms of this Agreement, we are determined to have any liability to you or any third party, the parties agree that our aggregate liability will be limited to the total commission amounts you have actually earned for the related Customer Transactions in the twelve-month period preceding the event giving rise to a claim.

### **Affiliate Tool:**

We disclaim all liability with respect to the Affiliate Tool that you use; we do not own it and it is not part of YeeGoals. We do not promise to make the Affiliate Tool available to you, and we may choose to do so, or not to do so, in our discretion.

### **Cookie Duration:**

Cookies used as part of the Affiliate Tool have a set duration. If a potential customer clears their cookies during this period, YeeGoals shall not be liable for any commissions that may have been owed to you.

## **20. General**

### **Amendment; No Waiver:**

We may update and change any part or all of this Agreement, including by replacing it in its entirety. If we update or change this Agreement, the updated Agreement will be made available to you via the Affiliate Tool and/or by email. The updated Agreement will become effective and binding on the next business day after we or the Affiliate Tool have notified you. When we change this Agreement we will notify you by email with an updated version attached. We encourage you to review this Agreement periodically. If you don't agree to the update, change, or replacement, you can choose to terminate as we describe above. No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

### **Applicable Law:**

This Agreement shall be governed by the laws of the state of California, without regard to the conflict of laws provisions thereof. In the event either of us initiates an action in connection with this Agreement or any other dispute between the parties, the exclusive venue and jurisdiction of such action shall be in the state and federal courts in Orange County, California.

### **Force Majeure:**

Neither party will be responsible for the failure or delay of performance if caused by: an act of war, hostility, or sabotage; an act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other events outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

### **Actions Permitted:**

Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

### **Relationship of the Parties:**

Both you and we agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement.

### **Compliance with Applicable Laws:**

You shall comply and shall ensure that any third parties performing sales or referral activities on your behalf comply with all applicable foreign and domestic laws. You will not engage in any deceptive, misleading, illegal, or unethical marketing activities or activities that may be detrimental to us, our customers, or to the public. Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the YeeGoals Financial Products and Services.

### **Severability:**

If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of this Agreement will continue in effect.

**Notices:**

Notice will be sent to the contact address set forth herein and will be deemed delivered as of the date of actual receipt. To YeeGoals Inc.: YeeGoals Inc. 1303 W. Valencia Dr, #236, Fullerton, CA, 92833 U.S.A. Attention: General Counsel. To you: your address as provided in our affiliate account information for you. We may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you.

**Entire Agreement:**

This Agreement is the entire agreement between us for the Affiliate Program and supersedes all other proposals and agreements, whether electronic, oral, or written, between us. Our obligations are not contingent on the delivery of any future functionality or features of the YeeGoals Financial Products/Services or dependent on any oral or written public comments made by us regarding future functionality or features of the YeeGoals Financial Products/Services.

**Assignment:**

You will not assign or transfer this Agreement without our prior written consent. We may assign this Agreement to any affiliate or in the event of a merger, reorganization, sale of all or substantially all of our assets, change of control, or operation of law.

**No Third-Party Beneficiaries:**

Nothing in this Agreement is intended to or shall confer upon any person or entity (other than the parties hereto) any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**Program Policies Page:**

We may change the Program Policies from time to time. Your participation in the Affiliate Program is subject to the Program Policies, which are incorporated herein by reference.

**No Licenses:**

We grant to you only the rights and licenses expressly stated in this Agreement, and you receive no other rights or licenses with respect to us, the YeeGoals Financial Products and Services, our trademarks, or any other property or right of ours.

**Sales by YeeGoals:**

This Agreement shall in no way limit our right to sell the YeeGoals Products and Services, directly or indirectly, to any current or prospective customers.

**Authority:**

Each party represents and warrants that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

**Survival:**

The following sections shall survive the expiration or termination of this Agreement: 'Commission and Payment', 'Proprietary Rights', 'Confidentiality', 'Effects of Termination/Expiration', 'Indemnification', 'Disclaimers; Limitation of Liability', 'Non-Solicitation', and 'General'.

# Signatures

YeeGoals Inc.

CEO

Yosmel Gutierrez

YeeGoals Inc.

Signature below:

 Recoverable Signature

X Yosmel Gutierrez

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Signed by: c9e83fc6-af00-4bff-8822-620296e508a3

**Affiliate Marketer**

Company Name:

Name & Last Name:

Position:

Website:

Social media page:

Signature below:

X

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