

# LATITUDEU, LLC

## AFFILIATE AGREEMENT

- 1. Parties; Effective Date.** This Affiliate Agreement (“Agreement”) is between LatitudeU, LLC, a Michigan limited liability company with offices at 1315 E. Michigan Ave., Suite 108, Saline, Michigan 48176 USA (“LatitudeU”) and the undersigned individual/business (“Affiliate”) with offices at \_\_\_\_\_ . The Effective Date of this Agreement is \_\_\_\_\_ .
- 2. Purpose.** LatitudeU operates an open training community (www.latitudeu.com) where any person or organization can learn, teach, or share knowledge for free or fee (the “Business”). Affiliate is knowledgeable about the Business and desires to participate in the LatitudeU Affiliate Program. Pursuant to this Agreement, the parties enter into an arrangement whereby LatitudeU licenses certain virtual space on LatitudeU’s web site [storename.LatitudeU.com](#) (the “Store Site”), where “storename” is the name of the Affiliates’ Store specified in Section 18 – Affiliate Information. At the Store Site, Affiliate is able to post Affiliate content, customize elements of the LatitudeU web site, and tailor the user interface for Affiliate’s clients, prospective clients, and partners.
- 3. The Affiliate Program.** The Affiliate Program is designed to compensate individuals whose promotional efforts result in new subscriber’s to LatitudeU’s fee-based courses (“Members”). A Member must register with LatitudeU, and registration is free. A Member is under no obligation to sign up for fee-based courses and may enjoy the free features of the Business without ever subscribing to a fee-based course. However, where LatitudeU receives revenues attributable to student Members registered as a result of Affiliate’s Member sign-up efforts, LatitudeU will share those revenues with Affiliate as set forth in Section 11 - Revenue-Sharing from a Course Enrollment.

  - 3.1 *Additional Terms and Conditions of Affiliate Program; Revisions.* The Affiliate Program will be updated from time to time, as the Business evolves, and LatitudeU will provide Affiliate with written notice of any revisions to the program.
  - 3.2 *Improvements to Business.* LatitudeU encourages Affiliate to provide ideas, suggestions, comments, criticisms, and recommendations (collectively, “Ideas”) designed to improve the Business and the visitor experience with the site. Latitude is free to use such Ideas without compensation to Affiliate.
  - 3.3 *Affiliate’s Promises, Representations, and Warranties.* Affiliate represents and warrants that:

    - 3.3.1 Affiliate has the legal right to enter into this Agreement and to provide the services described. Performance under this contract will not conflict with any other employment obligations or contractual relationship with any third party.
    - 3.3.2 Affiliate will conduct business in a manner that will reflect favorably on LatitudeU and will maintain a high degree of knowledge about the Business. Affiliate shall not engage in any deceptive, misleading, illegal, or unethical business practices. Consistent with the terms of this Agreement, Affiliate is free to provide independent services to Members or other third parties.
    - 3.3.3 Affiliate shall comply with LatitudeU policies applicable to Affiliate of which it has written notice (including notice by email), including any procedures and policies required by government contracts, laws, and regulations.
- 4. Termination.** Either party may terminate this Agreement for any reason, at any time. Termination shall be effective sixty (60) days after receipt of written notice. Unless termination by LatitudeU is due to a material breach or a misrepresentation by Affiliate, Affiliate shall be entitled to continue to receive the revenue allocations set forth in Schedule A for a period of one (1) year after termination; otherwise, Affiliate’s entitlement to compensation shall terminate upon the effective date of termination. Upon termination,

Affiliate shall deliver to LatitudeU all business documents relating to the Business. Affiliate shall cease use of all LatitudeU trademarks and materials and cease to represent LatitudeU in any way.

- 5. Notices.** All notices shall be in writing and addressed to a party at its address as set forth in this Agreement, to the person who signed the Agreement on behalf of such party or to such address and person as may be later designated. All communications are deemed given when hand-delivered; or if mailed, by registered mail, upon date of mailing; or by overnight service (such as Fed Ex, DHL, or U.S. Postal Service); or by electronic mail or fax or PDF, when received.
- 6. Limitation of Liability for Damages.** LatitudeU shall not be liable to Affiliate for incidental, consequential, special or exemplary damages, or for lost profits or business interruption losses in connection with this Agreement or business relationship, even if advised of the likelihood of such losses.
- 7. Indemnification.** Affiliate hereby indemnifies, holds harmless, and agrees to defend LatitudeU against all damages, costs, fees, expenses, and losses (including attorneys' fees) arising out of any claims by third parties relating to the conduct of Affiliate.
- 8. General.**
  - 8.1. *Entire Agreement.* The Agreement, all Exhibits, and any signed amendments constitute the entire understanding of the parties with respect to the subject matter of the Agreement and replace all prior and contemporaneous written and oral communications, promises, or understandings. This Agreement may be amended only by a written instrument signed by both parties. Email communications shall not amend this Agreement.
  - 8.2. *Governing Law.* This Agreement shall be governed by the laws of the State of Michigan and U.S. copyright, patent, and trademark laws. In the event of any dispute, the parties agree to negotiate in good faith to reach a resolution of the dispute. The sole venue for litigation shall be a court of competent jurisdiction in the Eastern District of Michigan, Southern Division, and the parties hereby consent to personal jurisdiction and venue in such forum.
- 9. Independent Contractor Relationship.** The relationship of LatitudeU and Affiliate is that of independent contract and not that of joint venturer, partner, employer-employee, or agent. Neither has the authority to create any obligations for the other.
- 10. Establishing Affiliate ID as sole basis of Revenue Recognition and Compensation.** Each Affiliate will have one (1) LatitudeU Member ID designated as the Affiliate's Affiliate ID. The Affiliate ID will be used to track the Member IDs the Affiliate has signed up. The Affiliate must submit the Member ID it wishes to designate as their Affiliate ID to LatitudeU and LatitudeU must approve it as the Affiliate's Affiliate ID before the Affiliate begins signing up new Members. The Affiliate's approved Affiliate ID will be the sole basis for recognizing revenue attributable to an Affiliate and for all compensation paid to that Affiliate. The Affiliate's Affiliate ID is specified in Section 18 – Affiliate Information.

**11. Revenue-Sharing from a Course Enrollment:**

- 11.1. Affiliates shall be responsible for registering Members it introduced to LatitudeU. At the time of such registration, LatitudeU will issue a Member ID that is associated with that Member. An Affiliate's Affiliate ID MUST be associated with the a Member's new Member ID at point of sign-up in order for the Affiliate to receive commissions associated with the new Member's Member ID. The Affiliate's Affiliate ID will automatically be associated with a new Member ID if the new Member signs up while in the Affiliate's LatitudeU Store. Additional instructions on how to associate an Affiliate ID with a new Member ID will be provided to the Affiliate upon mutual approval of this Agreement. No compensation will be provided to Affiliates for their signed-up Members that do not have the Affiliate's Affiliate ID associated with the Member's Member ID from the point of sign-up for

LatitudeU.

11.2. Affiliate is entitled to the following commissions on Collected Net Revenue. "Collected New Revenue" means the net fees actually received by LatitudeU less the amounts paid to the Publisher by LatitudeU and 3rd party credit card processing fees paid by LatitudeU for the transaction.

11.3. When a Affiliate's established Member purchases a course, regardless of the Store Site the course was purchased in, the Affiliate associated with that Member's Member ID is entitled to a commission of twenty-five percent (25%) of Collected Net Revenues.

11.4. *Timing of Payment.* LatitudeU shall pay Affiliate monthly within thirty (30) days after the end of a month, if the total amount due the Affiliate is greater than \$100.00. If the total amount due is less than \$100.00, the balance will be rolled forward to the following month(s).

**12. Revenue or Commission conflicts which may arise between Affiliates:**

12.1. Should there be any disputes over which Affiliate is associated with the Member involved in a transaction, the Affiliate ID associated with the Member ID used by that Member for the transaction will be the determining factor in resolving all such disputes.

12.2. If, for any reason, Member ID can NOT be used to resolve a revenue or commission conflict, it is agreed by the Affiliate herein that the resolution of such a dispute will be determined by LatitudeU management, and all such decisions are final and not subject to legal appeal.

**13. Expenses and Expense Reimbursement:**

13.1. Affiliates are responsible for all business expenses associated with their operations. Unless agreed to in writing in advance, LatitudeU will not reimburse Affiliates for any expenses incurred on behalf of LatitudeU even if the expenses incurred involve payment to LatitudeU for materials or services.

13.2. All Affiliate's operational costs (phone, internet services, mail, staff, office supplies, rent, etc.) are the exclusive responsibility of the Affiliate.

**14. LatitudeU Brand.** LatitudeU owns all intellectual property at the Store Site, including the trademarks "Learn More. Earn More.", the trade dress at the Store Site (colors, design, layout, font, and other graphical user interface elements), and other content created by LatitudeU, such as photographs and illustrations (collectively, "LatitudeU Brand"). LatitudeU licenses the LatitudeU Brand to Affiliate during the term of the Affiliate relationship, and Affiliate acquires no legal interest in the LatitudeU Brand. Affiliate hereby assigns to LatitudeU all right, title, and interest in and to the LatitudeU Brand that may arise by virtue of Affiliate's use of the Store Site. LatitudeU may revise the LatitudeU IP from time to time.

**15. Affiliate Content.** Affiliate retains its intellectual property rights in content it posts to the Store Site, including copyright and trademark ("Content"). Affiliate represents and warrants the following: (a) the Content is original to Affiliate or Affiliate has the legal right to post such material, (b) the Content does not infringe the intellectual property rights of any third party, (d) nothing in the Content is libelous, defamatory, disparaging, or slanderous, and the Content does not violate the privacy rights of any person, (e) the facts, conclusions, and opinions stated in the Content represent the Affiliate's research, conclusions, and opinions, and are believed to be substantiated, accurate, valid, and reliable, and (f) its use of third party content (such as trademarks and copyright) is lawful. Consistent with the terms of this Agreement, at the Store Site Affiliate shall have the right to organize and post its content, and to link to third party sites.

**16. Store Site Term.** Affiliate shall have the right to access the co-branded Store Site until either party gives notice to the other of an intent to terminate access to the Store Site. The parties shall endeavor to give at least sixty (60) days' notice. Upon termination, Affiliate shall have no further right to use the Store Site that had been previously co-branded.

**17. Payment.** Affiliate shall pay LatitudeU \$0.00 US dollars to set up and provide access to the Store Site.

**18. Affiliate Information.** The following information will be used to establish the Affiliate in LatitudeU.com and the Affiliate's Store Site.

18.1. Member ID to be used as Affiliate ID for tracking Members: \_\_\_\_\_

18.2. Affiliate Store Name (must be alphanumeric, no punctuation or spaces): \_\_\_\_\_

**AGREED AND ACCEPTED (please sign below and initial all pages):**

LATITUDEU, LLC

\_\_\_\_\_ (“AFFILIATE”)

\_\_\_\_\_  
*Signature*

**JEFF WALTER**  
\_\_\_\_\_

*Printed Name*

**PRESIDENT**  
\_\_\_\_\_

*Title*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_

*Printed Name*

\_\_\_\_\_

*Title*

Date: \_\_\_\_\_