

## AFFILIATE MARKETING MOU

This Memorandum of Understanding is made and entered into by and between **DU&T Consulting**, with its address at **14 Akinremi Street, Ikeja, Lagos.**

(hereinafter referred to as **Company**)

**And**

\_\_\_\_\_, with its address at

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\_\_\_\_\_, Country \_\_\_\_\_ (hereinafter referred to as **Affiliate**)

### 1. Purpose:

The purpose of this MOU is to establish the terms and conditions under which Company will encourage the Affiliate to refer qualified customer for the company's services like Training and ISO Certification Services.

Company hereby grants to Affiliate a nonexclusive, nontransferable license (the "License") to use the Promotional Materials as specified under the terms and conditions of this Agreement.

### 2. Affiliate Obligation

The affiliate agrees to:

- a) Identify potential customers for the services,
- b) Provide the potential customers with information about Company and its Products,
- c) Refer Qualified Prospects to the Company. Affiliate shall refer any potential customers to Company (a "Referral") through our MS Word form provided by Company to Affiliate, which Affiliate shall fully complete and submit to Company.
- d) d) Company to compensate Affiliate in accordance with commission Section below

### 3. Company Responsibilities

- a) Company will make available, the Promotional Materials and other updated Product information via its website to help Affiliate remain current with respect to the Product offerings.
- b) Company will support Affiliate's efforts in connection with this Agreement and the Products by providing access to the Promotional Materials and other documentation and product functions and benefits via its website.

- c) Company shall offer Affiliate technical training for the Products, as applicable, from time to time upon reasonable request from Affiliate at the Company's then-current charges for such training. Company will also provide the administrative support necessary to process, qualify and make payments for referrals in accordance with the terms of this Agreement.

### **3. Commissions and Payments**

- a) Affiliate would be paid N10% of the aggregate fee received from referral for training services, however, for implementation and certification services, affiliate would be paid N200,000 of the aggregate fee received from referral.
- b) During the Commission Period, Company shall pay Affiliate a commission based on the aggregate Subscription Fees actually received by Company during the previous month for the Product, as its entire compensation for all Qualified Prospects.
- c) Unless otherwise approved by Company, all payments made pursuant to this Agreement will be calculated and paid in Nigerian Naira.

### **4. Term and Condition**

- a) In all its actions and activities relating to this Agreement, Affiliate will clearly indicate that it is acting as an independent contractor under this Agreement and not as an employee or agent of Company, or as a distributor or reseller of Products. Affiliate shall refer all requests to subscribe to Products directly to Company.
- b) Company grants to Affiliate a limited right to use, during the term of this Agreement, accurate representations of Company's name, logo and other trademarks used by Company (the "Trademarks") with respect to the Promotional Materials and Products for all proper purposes in connection with promoting the Products and Company under this Agreement.
- c) Except in direct conversations with potential customers in connection with the promotion of the Products and Company under this Agreement, Affiliate shall not
  - a. use the Trademarks in advertising, publicity, or otherwise or
  - b. announce the existence or terms of this Agreement without the prior written consent of Company, which consent shall not be unreasonably withheld.
- d) Affiliate shall treat any Customer data, including any personal information, in accordance with Company's privacy policy (as amended from time to time) available at <https://dutconsulting.com/2018/03/02/our-policies/>

### **5. Termination**

- a) This Agreement may be terminated by mutual written agreement of the parties, or upon thirty (30) days written notice by either party, for convenience.

- b) Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under the Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules

This agreement is understood and signed by me:

For: Company

For: Affiliate

**MAKINDE OLUWATOSIN**

\_\_\_\_\_

Name

Name

**HEAD, BUSINESS DEVELOPMENT**

\_\_\_\_\_

Position

Position



\_\_\_\_\_

Signature & Date

Signature & Date

**AFFILIATE MARKETING REFERRAL FORM**

<b>Reference for: 1. Training Name 2. ISO certification</b>	<b>Referral Name</b>	<b>Referral Phone Number</b>	<b>Referral Current Email Address</b>	<b>Referral consent: Yes or No</b>