



Affiliate Agreement

Please read this agreement carefully and note that we encourage you to seek legal advice prior to signing it. In signing this agreement you are agreeing to all terms and conditions contained within it.

Please sign and date each page and fax to Tom Poland International +61 7 3305 0979 or scan and email to Tom@8020Center.com

Legal stuff I need to say:

1. This agreement is a legally binding contract between you (“the affiliate”) and Tom Poland International trading as the 80-20 Center (“80-20”).
2. The 80-20 Affiliate Program is offered pursuant to the policies at www.8020Center.com as well as this agreement.
3. 80-20 makes no warranties, expressed or implied, with respect to the service 8020 provides or the performance of its products or services beyond that which is stated on our web site.
4. The affiliate agrees to present 80-20 products and services only as they are set forth on the 80-20 web site or 80-20 marketing materials. The affiliate will make no claims regarding the performance of 80-20 products and services beyond what is stated at the official 80-20 web site.
5. The affiliate agrees not to disparage 80-20, 80-20 employees and suppliers, 80-20 products or services other 80-20 affiliates in any manner. The affiliate understands that disparagement may result in the immediate suspension or termination of affiliate account with a cancellation of any pending commissions.
6. 8020 makes no warranties, expressed or implied, in respect to potential earnings or response rates for the affiliate.
7. 80-20 is not liable for any damages suffered by the affiliate and the affiliate is solely responsible for any claims made against him/her.
8. The affiliate agrees to obey all local laws and regulations in the marketing of 80-20 products and services and agrees never to engage in spam activity. **Any act of spam will result in the immediate suspension or termination of affiliate account with a cancellation of any pending commissions.**
9. The affiliate is solely an independent contractor when acting as an affiliate. No partnership, joint venture or other legal entity is created between 80-20 and the affiliate.
10. 80-20 reserves the right to amend this agreement as needed from time to time, and the affiliate agrees that any and all such amendments will apply to the affiliate. The date of the last change or addition to this agreement is posted at the end of this document.
11. All affiliates must be 18 years of age or older. If you are under 18 years of age you are not permitted to be an affiliate.

Now for the interesting stuff: how the commission system works

1. A “client” is a person who appears on your affiliate commission reports and whom you introduced to 80-20.
2. 80-20 will provide you with links and other devices that clients may click on to proceed to the 80-20 web site and purchase products or services. You agree to initially promote one or more of 80-20’s products or services and then again at least four times per annum. 80-20 will supply marketing material in each instance.
3. The affiliate will receive commission on any such purchases. If the client chooses a spread payment option then commissions will also be spread in sync with those payments.
4. 80-20 will make commission reports freely available and agrees to pay commissions on or before the 20th of the month following purchases provided the affiliates account balance more than one AU\$100.
5. The initial commission rate is twenty percent and this is referred to as “Tier 1” commission.

Signature: Date:



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6. The affiliate may introduce other affiliates to 80-20 and thereby earn a further commission of ten percent of the sales that the introduced affiliate generates. This is referred to as “Tier 2” commission. There are no further tiers.
7. Commission is paid on all purchases made by clients using the links and other devices given to you as an affiliate. Once a client has completed an initial purchase then commissions will be paid to the affiliate on all future purchases made by the same client provided that client has used the link or other devices provided to the affiliate by 80-20. This is the only certain way that 80-20 can identify a client as having come via the affiliate.
8. 80-20 is therefore not liable to pay commissions on purchases made directly at its web site by people who do not use the links and other devices provided to you. Notwithstanding that, for as long as it is practically feasible to do so, 80-20 will complete a monthly reconciliation of all purchases and where it is clear that a sale is from a client previously introduced by the affiliate then commission will be paid. The payment of such commissions is entirely at the discretion of 80-20 and will not be made after a period of 12 months or more has lapsed since the purchase was made.
9. Commissions will be paid on all products and services that are purchased through the 80-20 Center shopping cart (we use www.1shoppingcart.com) including but not limited to 80-20 Killer Marketing Club, 80-20 Strategy Boot Camp, 80-20 Marketing Implementation Program and all physical and digital products purchased from the 80-20 web site e.g. Killer Copy Course etc. In addition we also pay commission to Affiliates who introduce new Certified Marketing Strategists to the 80-20 Center and such commissions are paid on the Year 1 “Initial Fee”. This latter commission is not tracked via www.1shoppingcart.com and will not appear on your commission reports because the initial fee is too large to be processed through the shopping cart. However you will be advised by email if one of your referrals signs up to our Certified Marketing Strategist program.
10. **What we don't pay commission on:** Commissions are not paid on 80-20 Circle membership payments or conference and consulting fees however if you have a lead for the latter two services and you would appreciate a “finders fee” I am happy to discuss. Commissions are not paid to an Affiliate on their own Year 1 “Initial Fee” if they become a Certified Marketing Strategist.
11. If a client returns a product or service within the terms of our guarantees then the affiliate will have previously paid commissions debited from the affiliates commission account.
12. 80-20 reserves the right to change commission rates at any time without notice but will not do so retrospectively. Commissions are based on the percentage of sale in effect at the time of sale.
13. 80-20 reserves the right to change prices of its products and services at any time without notice.
14. Commissions will normally be paid by 80-20 as outlined in this agreement and on our web site. In certain circumstances however 80-20 may withhold commissions for any period of time that 80-20 deems reasonable or necessary to protect its interests. Such circumstances may include but are not limited to, the selling of high ticket items or services, fraud, charge backs, bank or merchant account delays in payment of funds, freezing of funds, or for any other reason 80-20 deems necessary to protect its interests.
15. The affiliate agrees to receive e-mails from our 80-20, including but not limited to, sales reports, training, promotional resources, newsletters and other correspondence.

The affiliate represents and warrants to 80-20 that the affiliate has read and understands the 80-20 terms and conditions that are set out here and on our web site and agrees to those terms.

You will need to create a PayPal account for commission payments. PayPal is a secure and cheap way to automate your commission payments. You can create an account quickly and for free at www.paypal.com. Once you have done so please note the email address that you have used to create your PayPal account here:

PayPal email address: _____

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I agree to the above terms and conditions. **Signed:**

Date: **Full name:**