

AFFILIATE PARTNER AGREEMENT

*Between EHS Protect Ltd and the Affiliate Partner
Governing Law: England and Wales*

Date of Agreement	[]
The Company	EHS Protect Ltd, registered in Scotland. Company Number: SC849512 , registered office: 5 South Charlotte Street, Edinburgh, EH2 4AN
The Affiliate	[Full name of individual or authorised signatory]
Affiliate Business Name	[]
Business Address	[]
Companies House No.	[If applicable - sole traders enter N/A]
VAT Registration No.	[If registered - enter N/A if not VAT registered]
Commission Rate	8% (or as agreed in writing: ____%)
Effective Date	[]

Recitals

- A. The Company operates EHS Genesis, a cloud-based Environmental, Health, Safety and Quality (EHSQ) management platform (“the Platform”).
- B. The Affiliate is a business registered and operating in the United Kingdom that wishes to promote the Platform to prospective customers in exchange for commission on resulting paid subscriptions.
- C. This Agreement sets out the terms on which the Affiliate may promote the Platform and earn commission. It is intended to ensure transparency and compliance with all applicable UK legislation.

1. Definitions

In this Agreement, the following terms shall have the meanings set out below:

“Attribution Window” means 90 (ninety) days from the date a prospective customer first clicks the Affiliate’s Referral Link.

“Commission” means the percentage of Subscription Revenue payable to the Affiliate under Clause 4.

“Commission Rate” means 8% (eight per cent) or such other rate as may be specified in the table above or agreed in writing between the parties.

“Customer” means a third party that subscribes to the Platform and makes at least one successful payment as a direct result of the Affiliate’s Referral.

“Referral” means the introduction of a prospective customer to the Platform via the Affiliate’s unique Referral Link.

“Referral Link” means the unique URL provided by the Company to the Affiliate for tracking and attribution purposes.

“Subscription Revenue” means the recurring monthly or annual subscription fees actually received by the Company from a Customer via the Company’s payment processor, net of any refunds, chargebacks, discounts, credit notes, and exclusive of VAT and other taxes.

2. Eligibility

1. The Affiliate must be a UK-registered business entity (sole trader, limited company, limited liability partnership, or partnership) with a principal place of business in England, Wales, Scotland, or Northern Ireland.
2. The Affiliate must not be a direct competitor of the Company, meaning a business whose primary product or service is environmental, health, safety, or quality management software.
3. The Affiliate must not be a private individual acting in a personal capacity. All commission payments will be made to the Affiliate’s registered business, not to any individual personally.
4. The Company reserves the right to reject any application to the Affiliate Programme without giving reasons.

3. Appointment and Status

5. The Company appoints the Affiliate as a non-exclusive referral partner for the Platform on the terms of this Agreement.
6. The Affiliate is an independent contractor. Nothing in this Agreement creates an employment relationship, partnership, joint venture, or agency between the parties. The Affiliate is not a worker or employee of the Company for any purpose including (without limitation) tax, national insurance, employment rights, pension auto-enrolment, or holiday pay.
7. The Affiliate has no authority to bind the Company, make representations or warranties on the Company’s behalf, negotiate or vary pricing, offer discounts or promotional terms, or enter into any agreement in the Company’s name.
8. This appointment is non-exclusive. The Company may appoint other affiliates, partners, resellers, or agents, and may sell directly to any customer without liability to the Affiliate.

4. Commission

9. The Company shall pay the Affiliate the Commission Rate applied to Subscription Revenue actually received from each Customer attributed to the Affiliate.
10. Commission is calculated monthly and paid monthly in arrears. Commission earned on Subscription Revenue received in calendar month N shall be payable by the last business day of calendar month N+1.
11. Attribution is determined solely by the Referral Link. A prospective customer must:
(a) click the Affiliate’s Referral Link within the Attribution Window; and (b) subsequently become a paying Customer, for commission to be payable.
12. Where a prospective customer clicks Referral Links from multiple affiliates, attribution shall be given to the affiliate whose Referral Link was clicked first within the Attribution Window (“first touch” attribution).

13. Commission is payable only on Subscription Revenue. No commission is payable on one-off fees including (without limitation) setup fees, data migration fees, consultancy fees, custom development, training services, or any non-recurring charges.
14. Commission shall continue for as long as the Customer continues to pay Subscription Revenue to the Company. If a Customer upgrades, adds users, or adds modules, the Affiliate's commission adjusts proportionally based on actual revenue received. If a Customer downgrades, the commission reduces accordingly.
15. There is no time limit or cap on commission duration, subject to this Agreement remaining in force.
16. The Commission Rate may be varied by the Company on not less than 30 (thirty) days' written notice to the Affiliate. Any individually agreed rate specified in the table on page 1 shall prevail until separately amended with the same notice period.
17. If a Customer receives a refund or successfully disputes a payment (chargeback), the corresponding commission shall be deducted from the Affiliate's next payment. If the deduction exceeds the next payment, the balance shall carry forward until recovered.
18. The Company may set a minimum payout threshold (currently £25), below which commission shall roll over to the following month.
19. The Affiliate shall not be entitled to commission on any Customer that was an existing customer of the Company before the Effective Date of this Agreement, regardless of any subsequent interaction with the Affiliate's Referral Link.

5. Affiliate Obligations

The Affiliate shall:

- (a) promote the Platform honestly, accurately, and in a professional manner consistent with any brand guidelines provided by the Company;
- (b) not make any false, misleading, exaggerated, or unsubstantiated claims about the Platform's capabilities, pricing, regulatory compliance, certifications, or terms of service;
- (c) clearly disclose to every prospective customer that the Affiliate has a paid commercial referral relationship with the Company, in compliance with the Consumer Protection from Unfair Trading Regulations 2008 (CPRs). This disclosure must be made before or at the point of referral, not after;
- (d) comply with all applicable UK laws including (without limitation) the UK Bribery Act 2010, the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003 (PECR);
- (e) not send unsolicited commercial emails, text messages, or electronic communications in breach of PECR or UK GDPR;
- (f) not bid on, purchase, or otherwise use the Company's brand names or product names (including "EHS Genesis", "EHS Protect", or any variation, misspelling, or abbreviation thereof) as keywords in any paid search advertising, pay-per-click campaigns, social media advertising, or sponsored listings;
- (g) not create websites, landing pages, or social media accounts that could be confused with the Company's official online presence;
- (h) not imply, state, or allow others to infer that the Affiliate is an employee, agent, officer, or official representative of the Company;

- (i) not sub-license, assign, delegate, or transfer any rights or obligations under this Agreement without the Company's prior written consent;
- (j) maintain accurate records of all referral activities and provide them to the Company within 14 days of a reasonable written request;
- (k) notify the Company in writing within 14 days of any change to the Affiliate's business name, registered address, VAT registration status, Companies House number, or bank details.

6. Conflict of Interest and Anti-Bribery

This clause exists to protect both parties from potential liability under the UK Bribery Act 2010. The Company takes its obligations under Section 7 (failure to prevent bribery) seriously and requires all affiliates to comply fully.

- 20.** The Affiliate warrants and represents that it shall not refer any organisation where the Affiliate, its owners, directors, officers, employees, or any connected person is involved in, or has material influence over, the decision to purchase EHSQ software or services.
- 21.** For the avoidance of doubt, an HSE consultant who advises a company on compliance matters and then refers that same company to the Platform is permitted, PROVIDED THAT: (a) the consultant does not have purchasing authority or budget control; (b) the consultant discloses the referral relationship to the company's management in writing before making the referral; and (c) the company's management independently decides to subscribe.
- 22.** The Affiliate must not refer its own employer. If the Affiliate is employed by an organisation (whether full-time, part-time, or on a contract basis), the Affiliate must not refer that organisation or any subsidiary, parent company, or associated company of that organisation.
- 23.** The Affiliate must not offer any financial inducement, gift, hospitality, discount, rebate, or other benefit to any employee or officer of a prospective customer in order to influence a purchasing decision. Any such activity may constitute bribery under the UK Bribery Act 2010 and may result in criminal prosecution of both parties.
- 24.** The Company reserves the right to reject any referral and void any commission (whether paid or unpaid) where it reasonably suspects a conflict of interest, without liability to the Affiliate.
- 25.** If a conflict of interest is discovered after commission has been paid, the Company may recover the commission by deduction from future payments or, if no future payments are expected, by issuing an invoice payable within 30 days.
- 26.** The Affiliate shall complete and sign the Anti-Bribery Declaration at Schedule 1 of this Agreement.

7. Data Protection

- 27.** The Affiliate shall not have access to any Customer data, user data, platform content, or personal data processed by the Platform. The Affiliate's portal provides only the Affiliate's own referral statistics, commission amounts, and payout history.
- 28.** The Company will process the Affiliate's personal data (name, email, bank details) for the purposes of administering this Agreement. The legal basis is contractual necessity (UK GDPR Article 6(1)(b)). The Company's privacy policy at ehsgenesis.com/privacy applies.

29. Any personal data the Affiliate obtains about prospective customers in the course of referral activities (such as names and email addresses) must be processed by the Affiliate in accordance with UK GDPR. The Affiliate is an independent data controller for any such data and must not share it with any third party.
30. The Affiliate must not scrape, harvest, purchase, or otherwise obtain personal data for the purpose of making unsolicited referrals.

8. Payment and Tax

31. Commission shall be paid by bank transfer to the account specified by the Affiliate. The Company may, at its discretion, offer payment via Stripe Connect or another payment platform.
32. The Company shall operate a self-billing arrangement. The Company shall issue commission statements on behalf of the Affiliate for each payment period. Where the Affiliate is VAT-registered, the commission statement shall constitute a self-billing VAT invoice and shall include the statement "The VAT shown is your output tax due to HMRC". Where the Affiliate is not VAT-registered, no VAT shall be added.
33. The Affiliate agrees not to issue separate sales invoices for commission due under this Agreement and to notify the Company immediately if its VAT registration status changes.
34. The self-billing arrangement shall be reviewed every 12 months in accordance with HMRC requirements. The Company shall contact the Affiliate to confirm continuation.
35. The Affiliate is solely responsible for all tax obligations arising from commission payments, including (without limitation) income tax, corporation tax, National Insurance contributions, and VAT as applicable. The Company shall not withhold tax from commission payments.
36. The Affiliate warrants that it will declare all commission income to HMRC and pay all applicable taxes. The Company accepts no responsibility for the Affiliate's tax affairs.

9. Intellectual Property

37. All intellectual property rights in the Platform, the Company's brand, logos, marketing materials, documentation, and software remain the sole property of the Company.
38. The Company grants the Affiliate a non-exclusive, non-transferable, revocable, royalty-free licence to use the Company's name and logo solely for the purpose of promoting the Platform in accordance with this Agreement. This licence terminates immediately on termination of this Agreement.
39. The Affiliate shall not modify, adapt, distort, or create derivative works from the Company's marketing materials, logos, or brand assets without prior written consent.

10. Confidentiality

40. Each party shall keep confidential all information of a confidential nature obtained from the other party, including (without limitation) commission rates, customer numbers, business plans, technical specifications, and financial information.
41. The Affiliate shall not publicly disclose its Commission Rate or the commission earned from any specific Customer.
42. This obligation shall survive termination of this Agreement for a period of 2 (two) years.

43. This clause does not apply to information that: (a) is or becomes publicly available other than through breach of this Agreement; (b) was already known to the receiving party before disclosure; or (c) is required to be disclosed by law, regulation, or court order.

11. Limitation of Liability and Indemnity

44. The Company's total aggregate liability under or in connection with this Agreement shall not exceed the total commission paid to the Affiliate in the 12 months preceding the claim.
45. The Company shall not be liable for any indirect, consequential, or special loss, including (without limitation) loss of profit, loss of business, loss of opportunity, or loss of goodwill.
46. The Affiliate shall indemnify and hold harmless the Company, its officers, employees, and agents against all claims, losses, damages, costs, expenses, and liabilities (including reasonable legal fees) arising from or in connection with: (a) any breach of this Agreement by the Affiliate; (b) the Affiliate's marketing, promotional, or referral activities; (c) any breach of applicable law by the Affiliate; or (d) any third-party claim arising from the Affiliate's actions or omissions.
47. Nothing in this Agreement excludes or limits liability for fraud, death or personal injury caused by negligence, or any other liability that cannot be excluded by law.

12. Term and Termination

48. This Agreement commences on the Effective Date specified on page 1 and shall continue until terminated by either party in accordance with this Clause.
49. Either party may terminate this Agreement at any time by giving not less than 30 (thirty) days' written notice to the other party by email to the address specified in this Agreement.
50. The Company may terminate this Agreement immediately by written notice if the Affiliate: (a) commits a material breach that is not remedied within 14 days of written notice specifying the breach; (b) breaches Clause 6 (Conflict of Interest and Anti-Bribery); (c) brings the Company or the Platform into disrepute; (d) makes any false or misleading claim about the Platform; (e) becomes insolvent, enters administration, or has a winding-up petition presented against it; or (f) is convicted of a criminal offence (other than a minor motoring offence).
51. On termination, the Affiliate shall immediately: (a) cease using the Company's name, logo, and all marketing materials; (b) remove all Referral Links and promotional content from websites, social media, and all other channels; and (c) return or destroy any confidential information provided by the Company.
52. Commission accrued and unpaid at the date of termination shall remain payable, provided: (a) it relates to Customers attributed to the Affiliate before the termination date; (b) the Customer continues to pay Subscription Revenue; and (c) no breach of Clause 6 has been established in relation to that Customer.
53. No commission shall accrue on Customers who first subscribe after the termination date, regardless of when the Referral was made.
54. Clauses 6 (Anti-Bribery), 7 (Data Protection), 10 (Confidentiality), 11 (Liability and Indemnity), and 13 (Disputes) shall survive termination.

13. Dispute Resolution

55. The parties shall attempt to resolve any dispute arising out of or in connection with this Agreement through good faith negotiation. The party raising the dispute shall give written notice to the other party setting out the nature of the dispute.
56. If the dispute is not resolved within 30 (thirty) days of the notice, either party may refer the matter to mediation administered by the Centre for Effective Dispute Resolution (CEDR) in London. The costs of mediation shall be shared equally.
57. If the dispute is not resolved through mediation within 60 (sixty) days of the original notice, either party may commence legal proceedings in the courts of England and Wales.
58. Nothing in this Clause prevents either party from seeking urgent interim relief (such as an injunction) from the courts at any time.

14. General Provisions

59. This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all previous agreements, understandings, representations, and arrangements between them, whether written or oral.
60. No variation or amendment to this Agreement shall be effective unless it is in writing and signed by or on behalf of both parties.
61. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
62. A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
63. This Agreement is governed by and shall be construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.
64. Notices under this Agreement shall be in writing and sent by email to the addresses specified in this Agreement (or such other address as a party may notify in writing). Notices are deemed received on the next business day after sending.
65. The Affiliate may not assign, transfer, sub-contract, or deal in any other manner with any of its rights or obligations under this Agreement without the prior written consent of the Company. The Company may assign this Agreement to any successor in business or group company.
66. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

SIGNED by the parties (or their duly authorised representatives) on the date set out above.

For and on behalf of EHS Protect Ltd	For and on behalf of the Affiliate
Signature: _____	Signature: _____
Print name: _____	Print name: _____

Position:

Date: _____

Email:

Position:

Date: _____

Email:

SCHEDULE 1: ANTI-BRIBERY DECLARATION

This declaration must be completed and signed by the Affiliate as a condition of this Agreement taking effect.

I / We, the undersigned, being the Affiliate named in the Agreement to which this Schedule is attached, hereby declare and confirm that:

1. I/we have read and understood the UK Bribery Act 2010 and its implications for referral fees and commercial commissions.
2. I/we understand that receiving a financial benefit in exchange for improperly influencing a purchasing decision may constitute a criminal offence carrying a penalty of up to 10 years' imprisonment and/or an unlimited fine.
3. I/we will not refer any organisation where I/we have purchasing authority, budget control, or material influence over the decision to purchase EHSQ software.
4. I/we will not refer my/our own employer or any organisation in which I/we hold an executive, directorial, or decision-making role.
5. I/we will disclose the existence of this referral arrangement to every prospective customer before or at the point of referral.
6. I/we will not offer any gift, payment, hospitality, or other inducement to any employee or officer of a prospective customer in connection with a referral.
7. I/we understand that breach of this declaration may result in immediate termination of the Agreement, clawback of all commission paid, and potential criminal liability under the UK Bribery Act 2010.
8. I/we will notify the Company immediately if any circumstances arise that could create a conflict of interest under Clause 6 of the Agreement.

Signed by Affiliate	
Print name	
Position	
Date	

— End of Agreement —