



JOYELY Affiliate Agreement

Effective Date: 8/8/24

This Affiliate Agreement ("Agreement") is made by and between JOYELY, LLC (the "Company"), a Nevada limited liability company with its principal place of business in Henderson, NV, and the affiliate ("Affiliate"), who agrees to be bound by this Agreement.

1. Enrollment in the Program

- To begin the enrollment process, the Affiliate must complete the affiliate form through our website, submit a Form W-9 or W-8, and sign this Agreement before being accepted as an affiliate. JOYELY, LLC reserves the right to accept or reject any Affiliate application at its sole discretion.

2. Promotion of Products

- Affiliate agrees to use marketing materials provided by JOYELY, LLC to promote and advertise the JOYELY programs. All promotional activities conducted by the Affiliate must reflect positively on the Company and meet all legal and ethical standards.

3. Affiliate Responsibilities

- **Use of Affiliate Links:** Affiliate will utilize unique tracking links provided by JOYELY, LLC to promote the JOYELY programs.
- **Compliance:** Affiliate agrees to comply with all applicable laws, including, but not limited to, privacy, intellectual property, and marketing regulations.
- **Marketing Practices:** Affiliate will not engage in any misleading or unethical marketing practices, such as spamming, false advertising, or misrepresenting JOYELY programs.

4. Compensation

- **Commissions:** Affiliate will earn 10% of the net sales of programs sold through Affiliate's unique tracking link.
- **Payment Schedule:** Commissions are typically paid on a monthly basis but could be paid within a maximum of 30 days after the close of a calendar month in which the sale occurred.
- **Minimum Payout:** Payments will be issued when the Affiliate's payable balance reaches a minimum of \$100.

5. Termination

- **Termination by Either Party:** Both Affiliate and JOYELY, LLC may terminate this Agreement at any time, with or without cause, by giving the other party written notice.

JOYELY

- **Effect of Termination:** Upon termination, the Affiliate will immediately cease all promotional activities and remove all links to the JOYELY website. Affiliate will only be eligible to earn commissions on sales generated prior to the termination date.

6. Intellectual Property

- **Trademarks:** Company grants Affiliate a non-exclusive, non-transferable right to display the following trademarked logos, for the sole purpose of promoting JOYELY programs in accordance with this Agreement.
 - JOYELY logo
 - Chair of Joy logo
- **Content:** Affiliate may use promotional materials provided by JOYELY, LLC. All rights to the Company's content remain with the Company.

7. Confidentiality

- Affiliate agrees to keep confidential any and all information that is disclosed to them by Company and agrees not to disclose such information to any third party or use it for any purpose other than performance under this Agreement.

8. Indemnification

- Affiliate agrees to indemnify, defend, and hold harmless Company and its affiliates from any and all claims, losses, damages, liabilities, expenses, and costs, including legal fees, arising from the Affiliate's performance under this Agreement.

9. Limitation of Liability

- Company shall not be liable for indirect, incidental, special, or consequential damages, or any loss of revenue, profits, data, or data use arising out of or in connection with this Agreement.

10. Amendments

- Company reserves the right to modify the terms and conditions of this Agreement at any time. Affiliate will be notified of any changes via email or through the Company's website. Continued participation in the Affiliate Program following any changes will constitute Affiliate's acceptance of such changes.

11. Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of the state of Nevada, without regard to its conflict of law principles.

12. Entire Agreement



- This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements and understandings between the parties.

13. Signatures

- By signing below, Affiliate acknowledges they have read, understood, and agree to be bound by the terms and conditions of this Agreement.

JOYELY, LLC

Authorized Signature

Sheryl Lynn, Founder and CEO

A handwritten signature in blue ink, appearing to read "Sheryl Lynn", written over a horizontal line.

Affiliate:

Affiliate Signature

[Name/Title]