

AFFILIATE MARKETING AGREEMENT

This Affiliate Marketing Agreement (the "Agreement") is made and effective the day the Affiliate is accepted to the program.

BETWEEN:

TEXAN GLOBAL SCHOOL, LLC (the "Owner" or "School Owner"),), a corporation organized and existing under the laws of the State of Texas, with its head office located at:

3625 West Dove Ave McAllen Tx, 78504.

The "Recipient" is a corporation or individual accepted to The Affiliate Marketing Agreement who will be The Affiliate.

In consideration of the terms and covenants of this agreement, and other valuable considerations, the parties agree as follows:

1. RECITALS

- a) The name of this affiliate marketing agreement is the Affiliate Marketing Program (the "Affiliate Program").
- b) The Recipient represents and warrants to the Owner that the Recipient has read and understands the Privacy Policies and agrees to the terms set forth therein.
- c) For purposes of this Agreement, the term "the Recipient" refers to the individual or legal entity who applies for and is accepted into the Affiliate Marketing Program. The term "the Owner" refers to the sponsor of the Affiliate Marketing Program.
- d) The term "The Owner's website" refers to the website that the Owner maintains at https://texanglobalschool.com/. "Merchandise" means all products, merchandise, WORKSHOPS, and stock that the Owner offers for sale through its website.
- e) The term "The Recipient's website" refers to the website that the Recipient maintains. "The Recipient's social networks" refers to the social networks that the Recipient maintains.

2. AFFILIATE MARKETING REGISTRATION

To register for the Affiliate Marketing Program, the Recipient must apply and submit an affiliate marketing application to the owner. The Application process is the following:

- Review our list of online workshops: https://texanglobalschool.teachable.com/courses/
- Complete the Affiliate Application: https://texanglobalschool.teachable.com/p/affiliate-marketing
- Complete the "Introduction to Affiliate Marketing" workshop (request your FREE access): https://texanglobalschool.teachable.com/p/intro-affiliate-marketing

3. APPROVAL OR REJECTION OF THE AFFILIATE MARKETING APPLICATION

The Owner reserves the right to approve or reject ANY Affiliate Marketing Application in its sole and absolute discretion. The Recipient will have no legal recourse against the Owner for the rejection of the Recipient Affiliate Marketing Application.

4. REASONS FOR REJECTION

Without limiting the right to reject any application for any reason whatsoever in the Owner's absolute discretion, the Recipient application will be rejected if it is non-complete, if the Recipient's website/social networks contains images or content that is not acceptable to Owner or is inconsistent with the image that the Owner wishes to create in association with its website, or if the Recipient's website contains any illegal, immoral, repulsive, defamatory, derogatory, harassing, harmful, threatening, obscene, vulgar, pornographic, racial or ethnic objectionable materials, depicts sexual situations, promotes discrimination on the basis of race, sex, sexual preference, national origin, ethnicity, nationality, disability, religious preference, or if the Recipient's site contains any material that appears to Owner to violate any patent, trademark, copyright, trade secret, confidential information, or other property rights of any other party.

5. TERMINATION AFTER ACCEPTANCE

Even after the Owner has accepted the Recipient as an Affiliate Marketing member, the Owner reserves the absolute right to rescind or terminate the Recipient affiliate status for any reason in its sole and absolute discretion, including but not limited to the reasons set forth above.

6. FINANCIAL RESPONSIBILITIES

The Owner will be fully responsible for all costs and expenses of maintaining The Owner's website (https://texanglobalschool.com/) including digital development, creations, hosting, modification, and improvements to the workshops, resources, and videos.

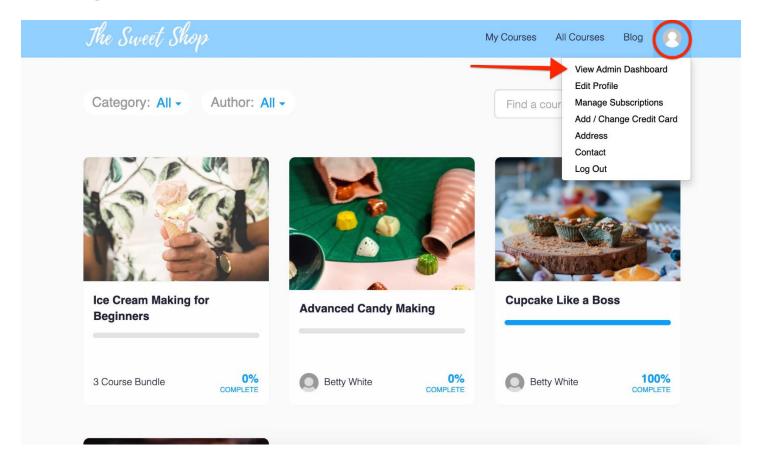
The Recipient will be fully responsible for all costs and expenses of maintaining and marketing the Affiliate Program, including but not limited to all costs associated with the Recipient's website, social networks, costs of search engine placement and other Internet marketing, costs of inserting the Owner's links into its website, offline marketing costs, postage costs, and all other costs and expenses, and the Recipient hereby holds the Owner harmless from or against the same.

7. NO REPRESENTATIONS REGARDING INCOME POTENTIAL

The Owner makes no representations and warranties regarding potential income that may result from participation in this Affiliate Marketing Program and specifically disclaims any and all warranties relative to earning potential from the Recipient affiliate status.

8. AFFILIATE DASHBOARD, LINKS, AND RESOURCES

- a) Once you are enrolled as an affiliate, you can access your affiliate dashboard to set up payouts, check your earnings, download promotional materials, and find tracking links to share with your audience¹.
- b) Once you are added as an affiliate, you will receive an email confirmation directing you to login or confirm your account to the owner's school.
- c) When you log in to the Teachable school you are promoting, you will see a link in your user profile menu labeled **View Admin Dashboard**. Clicking this will take you to your **Affiliate Dashboard**.

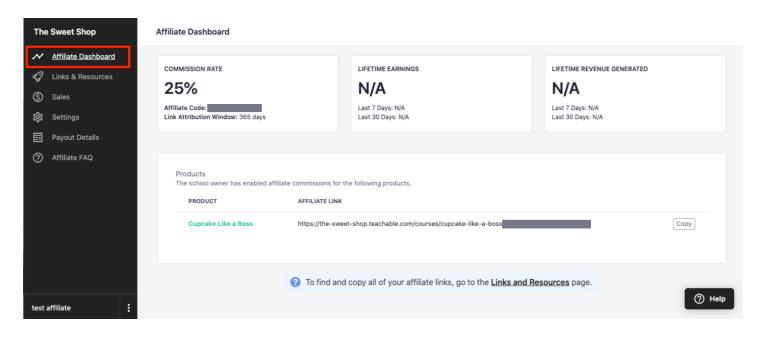


In the Dashboard, you can quickly view the following commission details:

- Commission Rate the percentage of a sale, as determined by the school owner, that the affiliate will receive.
- Affiliate Code the code that affiliates can append to school URLs to receive credit for a student more information below.
- Cookie Period the duration, in days as determined by the school owner, for which an affiliate's cookie will be active.

Below your commission details, you can also view a breakdown of your earnings and revenue for the last 7 days, 30 days, and all time to date.

¹ https://support.teachable.com/hc/en-us/articles/115002873712-Affiliate-Dashboard#overview-0-0



If the school owner has assigned specific products to your affiliate account, you will find direct links to the products with your affiliate code already applied in the **Products** section of your **Affiliate Dashboard**. Click the **Copy** button beside the specific product link you would like to share to your audience.

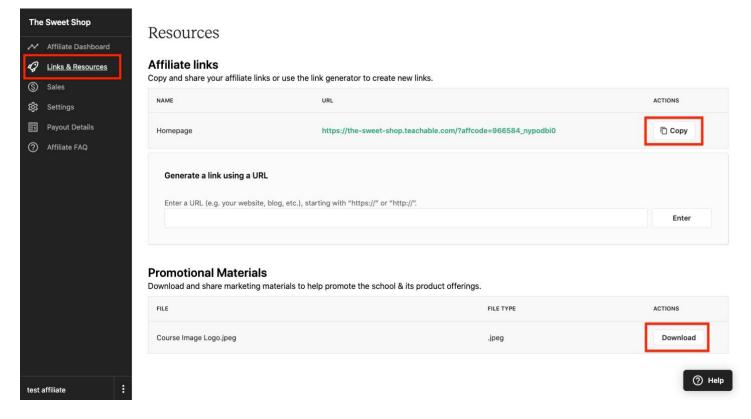
Affiliate links and resources

In the **Links & Resources** tab, you can access affiliate links created for you by the school owner, the **Affiliate Link Generator**, as well as additional promotional materials shared by the school owner.

As an affiliate, you promote products using affiliate links. When a customer purchases a product from an affiliate link, you are credited with the sale, and earn a commission rate for that sale (as set by the school owner).

School owners can provide you with your direct affiliate link(s). Alternatively, you can create your own links using the link generator available within your dashboard.

In the **Affiliate Links** section, you can copy affiliate links that have been created for you by the school owner, or generate direct affiliate URLs for home pages, sales pages, product checkout pages, and external landing pages.



Affiliate link generator

To generate an affiliate link for a specific URL:

- 1. Navigate to the specific page you want to direct your audience to this could be a sales page, checkout page, or other school-specific page.
- 2. Copy the URL at the top of the page.
- 3. Paste the page URL into the Link Generator, and click Generate.

NOTE: You must include http:// or https:// at the beginning of the URL before generating a link.

External landing pages

If you are promoting a school product from an external landing page (i.e., any page not created on Teachable), you can still receive attribution and commission for directing users to these pages by creating an external affiliate link. Please note that this option is only available if the school owner has enabled the option to $\underline{\text{Allow External}}$ URL redirects.

If this setting is enabled, you can enter in the URL to the external landing page (including http:// or https://) to your **Link Generator** and click **Enter**.

CAUTION: External payment/checkout sites will not track Teachable affiliate sales—affiliate tracking only works for sales that occur on Teachable's native payment gateways.

Promotional materials

In addition to providing links to share with your audience, school owners have the option to share additional promotional materials with you to help market. These can include flyers, images, or templated social media posts that can help you share information about the school and products.

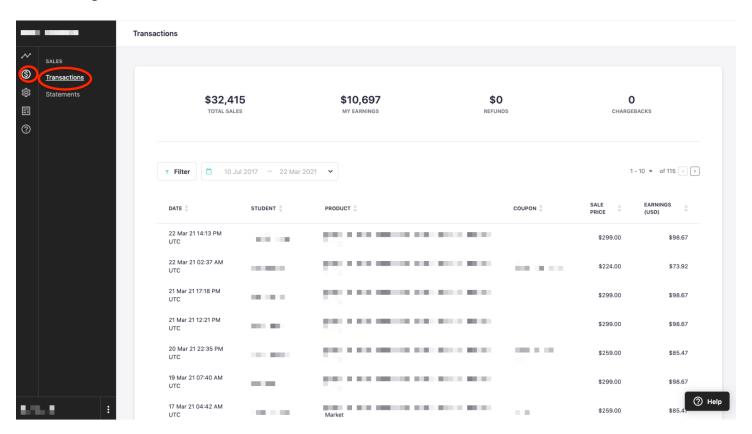
To access promotional materials, click the Download button beside the content.

If the school owner has not provided you with materials, please reach out directly to the school owner for assistance.

Sales

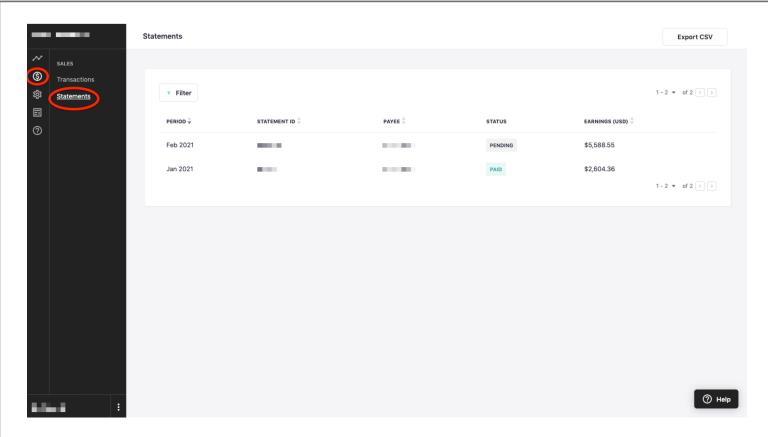
In the **Sales** tab, you will find a history of all the sales that they have been credited for through your affiliate link(s).

In the **Transactions** tab, each transaction will show the total **Sales Price** (i.e., the total amount of the course) and the **Earnings** (i.e., amount you earned for that sale based on your commission rate).



You can click into specific transactions for a more comprehensive transaction breakdown.

The **Statements** tab will show a summary of earnings by month. Statements are made available 20 days after the end of the month.



NOTE: School owners have the option to limit affiliate commissions to specific products in their schools. Please contact your school owner for questions about product specific sales.

Settings

In the **Settings** tab, you can opt in (or out) of enrollment notifications. You can toggle on/off enrollment notifications for free or paid products.



Notifications

Enrollment Notifications

Receive an email notification when a student enrolls in paid and/or free courses on this school.

When a student enrolls in a paid course

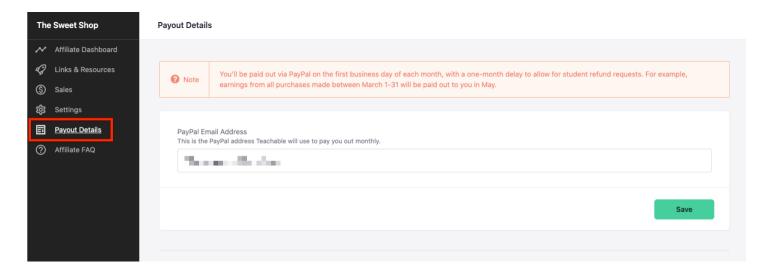
When a student enrolls in a free course

Payout details

Affiliate payout methods are determined by the settings of the school. Please contact the school owner for any questions related to their payout settings for affiliates.

If the school is using one of Teachable's payment gateways, and has <u>BackOffice</u> enabled, you will automatically be paid out by Teachable to your PayPal account. You **must** have a PayPal account to be paid out by Teachable.

In the **Payout Details** tab, affiliates can enter their PayPal account information to be paid out. Also shown on this page is a list of past payouts from Teachable (if applicable).



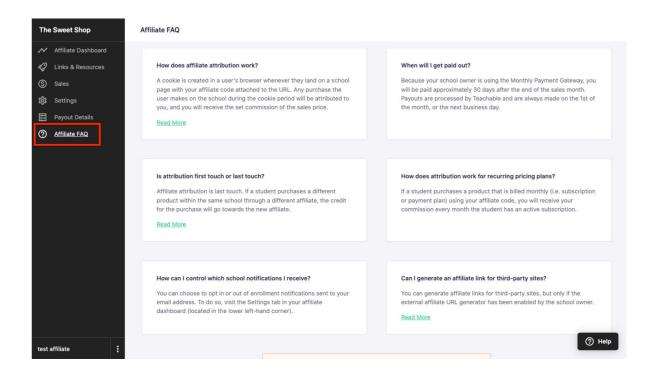
Teachable pays school affiliates in USD on the first of every month (or the next business day if the 1st is on a weekend or US holiday) according to our Monthly Payment Gateway schedule. Due to Teachable's 30-day refund policy, Teachable must hold funds for at least 30 days before releasing them to affiliates. For example, on March 1st, affiliates would receive a payment for all sales that took place in January. Then, on April 1st, they would be paid for sales made in February, and so on.

NOTE: If Teachable is paying out the affiliate directly and the affiliate has earned more than \$100, the affiliate will be instructed to fill out a tax form through a banner in the Affiliate Dashboard and Payout Details tab. If you earn \$500 or more on the Teachable platform and have yet to fill out a tax form, your payouts will be held by Teachable until the required tax form is completed.

If your school is using <u>custom payment gateways</u>, or they have <u>BackOffice</u> disabled, then the school owner is responsible for paying out affiliates off of the Teachable platform. As a result, affiliate payout methods must be determined by the school owner—not Teachable.

Affiliate FAQ

In the **Affiliate FAQ** tab, there is information on how the affiliate program works, and answers to some general questions an affiliate may have.



9. ANTI-SPAM POLICY

The Owner strictly forbid the use of unsolicited commercial email (UCE) or SPAM campaigns. The Owner maintain a Zero-Tolerance policy against SPAM, be it direct, third party or any affiliate (Recipient) or similar agent acting on the Recipient's behalf. As such, the Owner reserves the right to terminate any violating Recipient's account or any part thereof, without notice or compensation.

Any Recipient's found to be involved in a SPAM/UCE campaign, including flooding newsgroups, distributing messages to recipients that do not want the information, or any other abuse contravening UCE legislation will be met as follows:

- a. The Recipient's account will be closed immediately, without burden of notice or compensation.
- b. Our Privacy Policy becomes forfeit, and all pertinent information will be provided to any investigating authorities or anti-Spam organizations.
- c. The Recipient will be held accountable for any monetary damages suffered by the Owner, sustained through contravention of this Affiliate Marketing Agreement. This will include, but not limit to punitive damages related to lost clients and brand deterioration.

10. CUSTOMER SERVICE

a. The Owner will be responsible for handling all customer inquiries, product orders, customer billing and collection, product shipment relative to customers that enter the Owner's site through the links from the Recipient's site. Pricing of the Owner products and services is totally within its discretion and the Owner reserves the right to change the pricing structure, terminate any special offers, discontinue products or services, or change the terms under which products or services are offered at any time, without any advanced notice to the Recipient or users accessing the Owner's site. The Owner's only responsibility to the Recipient in this regard is to track customer orders that occur through links from the Recipient's website and make reports to the Recipient of the commissions due to the Recipient as a result thereof. All such reports shall be unaudited. The Owner will have no obligation to provide the Recipient with any specific

information relative to Affiliate Marketing Agreement to any customer, regardless of whether they access the Owner's site through the link from the Recipient's site. b. The Owner is not responsible for the failure to assign any sale or commissions to the Recipient if the same results from the improper formatting of the link from the Recipient's website. The Recipient should ensure at all times that the link is appropriately formatted and report any problems that the Recipient may have with the same to the Owner immediately.

11. CUSTOMERS' PROVENANCE

All parties who make purchases through the Owner's website, regardless of whether they may have reached its website through the link from the Recipient's website, are deemed to be the Owner's customers and not the Recipient's customers relative to the Owner's products and services. The Owner will have the right to contact these customers and send future marketing offers to them. The Recipient will have no right to commissions on subsequent purchases that may be made by these customers, except for subsequent purchases that may be traced at the time of purchase through a link from the Recipient's website. Additionally, all such customers and purchases will be subject to the Owner policies, procedures, rules and regulations and the Recipient has no right or authority to amend or offer any different offers relative to the purchase of products from the Owner's website. The Owner however, reserves the right to amend any of its terms, conditions, policies, procedures, pricing, payment policies, collection policies, and all other items relative to the Owner's business and sale of products at any time in its sole discretion.

12. TRADEMARKS AND COPYRIGHTS

a. The Recipient will have a non-exclusive, limited term license to use the trademarks, logos, and copyrighted material that the Owner provided to the Recipient for use solely on the home page that the Recipient designate in the Recipient Affiliate Marketing Application. The Recipient may only use the images that the Owner specifically makes available to the Owner Affiliate Marketing Members at the area of its website that is specifically designated as approved images for Affiliate Marketing Members. The Recipient may not distribute, reproduce, modify, amend, these images in any way. The Recipient may use these images only for the purposes of promoting the Owner's website and products on the Recipient's website in compliance with the Affiliate Marketing policies and procedures and the terms of this Agreement. The license so granted is subject to complete compliance with all terms and conditions of this Agreement and any policies the Owner may create and amend from time to time regarding the Affiliate Marketing.

b. The Recipient will only use such items in the form, size, content, and appearance that the Owner provided them to the Recipient. The Recipient is not permitted to modify them. The Recipient agrees to display these items prominently on its website. These items may only be used in if they contain a hypertext link to the Owner's website. This license shall immediately terminate upon the termination from the Affiliate Marketing program. The Owner may also terminate this license upon notice to the Recipient in the event that the Recipient's use of these items is contrary to or does not conform with its standards, such standards to be determined in its sole and absolute discretion. The Recipient agrees that the Owner retains all right, title and interest in and to all such materials. The Owner will retain all goodwill and other value associated with any of these materials. The Recipient will not gain any trademark, copyright or other proprietary rights to such materials. The Recipient agrees not to take any action that is contrary to or inconsistent with the Owner rights to these materials. The Recipient will not use these materials in any way that is damaging, defamatory, disparaging, derogatory, or negative to the Owner or that paints the Owner in a false or negative light. The Owner may revoke the limited license granted hereunder

Members at the area of its website that is specifically designated as approved images for Affiliate Marketing Members. The Recipient may not distribute, reproduce, modify, amend, these images in any way. The Recipient may use these images only for the purposes of promoting the Owner's website and products on the Recipient's website in compliance with the Affiliate Marketing policies and procedures and the terms of this Agreement. The license so granted is subject to complete compliance with all terms and conditions of this Agreement and any policies the Owner may create and amend from time to time regarding the Affiliate Marketing.

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c. The Recipient is not permitted to use any other proprietary materials, including but not limited to trademarks, copyrights, logos, text, and any other materials that belong to the Owner or to any other party and which may appear on the Owner's website.

d. The Recipient grants to the Owner a non-exclusive right and license to use the Recipient's trademarks, trade names, service marks, business names, web page titles, slogans, logos, and copyrighted materials for the purposes of promoting, advertising, announcing, or marketing the Recipient participation in the Owner Affiliate Marketing Program. The Recipient represents and warrants to the Owner that no other party has any rights in and to any of these materials and that these materials do not infringe upon or otherwise interfere with the rights of any other party. The iliate Marketing Agreement

13. RULES AND LEGISLATIONS

Affiliates and advertisers must comply with different rules and regulations. Regulatory bodies must be followed, especially from the Federal Trade Commission (FTC) in the United States, to enforce guidelines and protect consumers. Hence, marketers must:

- Disclosure requirements, prices, and any type of information provided by Texan Global School. Transparency is key. Affiliates must disclose all the information with clients.
- Advertising guidelines: Misleading claims can lead to hefty fines. The affiliate must use the documents shared on the platform or the official website www.texanglobalschool.com
- Data protection laws²: Laws like GDPR dictate how affiliates handle personal data and must be followed and respected.

² https://www.ftc.gov/business-guidance/privacy-security

• Legal regulations In Affiliate Agreements, Privacy³, and Security must be followed. Rules like COPPA⁴ must be respected at all times.

The affiliate agrees to accept the terms and regulations established by Texan Global School, LLC (further referred to as the OWNER), including federal and local regulations that shape our partnership. All regulations might be subject to change and it is the responsibility of the affiliate to be aware of any updates.

Compliance Essentials For Affiliates

Compliance Essentials for Affiliates are the backbone of a legitimate affiliate marketing business. They ensure trust and transparency between marketers, consumers, and regulatory bodies. Understanding and adhering to these regulations is crucial for maintaining integrity and avoiding legal pitfalls. Key legal considerations include guidelines from the Federal Trade Commission and data protection laws.

Ftc Guidelines And Disclosure Requirements

The Federal Trade Commission (FTC) requires affiliates to disclose any financial relationship with the products or services they endorse. This means clear and conspicuous notices must be in place to inform the audience of these relationships. Disclosures should be:

Data Protection And Privacy Laws

With the increase in data breaches and privacy concerns, affiliates must be vigilant with data protection. Compliance with privacy laws like GDPR (General Data Protection Regulation) or the CCPA (California Consumer Privacy Act⁵) is paramount. Here is what affiliates need to do:

- Collect data legally, ensuring consent where necessary.
- Be transparent about data usage with a comprehensive privacy policy.
- Provide users with options to view, edit, or delete their data.

Understanding and implementing these data protection measures are essential for building trust and maintaining a favorable reputation.

Risks And Consequences Of Non-compliance

Stepping into the realm of affiliate marketing requires a firm grip on legal ropes. Ignoring the laws can lead to severe pitfalls. Imagine a budding empire crumbling due to a legal misstep. Avoid the nightmare with a clear understanding of non-compliance risks.

https://cppa.ca.gov/regulations/pdf/cppa act.pdf

³ https://www.ftc.gov/business-guidance/privacy-security

⁴ https://www.ftc.gov/legal-library/browse/rules/childrens-online-privacy-protection-rule-coppa

⁵ https://oag.ca.gov/privacy/ccpa

Training And Education For Affiliates

Training programs are key for informed affiliates. Educated partners can better comply with laws, new products, and services. They avoid deceptive marketing practices. Clear understanding of the rules benefits everyone involved. Hence, any future training is mandatory to be attended for affiliates.

Influencer Marketing Regulations

Influencer marketing is a rising star in digital advertising. Legal bodies are watching closely.

Influencers must now clearly disclose partnerships. They need to use hashtags like #ad or #sponsored. This is to maintain transparency with followers.

Global Affiliate Marketing

Global affiliate marketing means navigating different laws. This can be complex. Use a compliance checklist to keep track of varied requirements per Region, Compliance, Necessity, EUGDPR for data protection, USAFTC guidelines for disclosures, Individual country regulations. Expect more regions to introduce specific affiliate marketing laws soon. Study local compliance needs before entering new markets. Adapt marketing strategies to fit legal requirements. Regularly update knowledge on international regulations.

RESPECTFULLY
"Knowledge for the World"
TEXAN GLOBAL SCHOOL

EMAIL: contact@texanglobalschool.com