

PERFORMANCE AFFILIATE AGREEMENT (8-2024)

*WITHIN THE CONTIGUOUS UNITED STATES ONLY – I.E.,
LOWER 48 STATES INCLUDING DISTRICT OF COLUMBIA*

This Performance Affiliate Agreement (“PAA”) is entered into by Paula T. Webb (“PTW”) and _____ (hereinafter referred to “Affiliate”), with a physical address at _____, an e-mail address of _____, telephone number of _____, website URL of _____ to become effective upon dated and notarized signature by the Affiliate and original copy received by PTW. Affiliate agrees to keep this information current during the term of this Agreement; any failure to do so will result in immediate termination of the Agreement with no fees paid. (Affiliate initial here) _____

The Affiliate hereby agrees as follows:

1. Scope of Agreement:

- a. Affiliate understands that they are not employed by PTW. As such:
 - i. Affiliate is an outside and independent contractor sending Referral(s) to PTW for potential purchase of PTW product(s) and/or service(s).
- b. Affiliate is not an agent of PTW:
 - i. Affiliate is not authorized to enter into any type of agreements, financial or otherwise, with any Referral(s) they may provide to PTW;
 - ii. Affiliate is not authorized to enter into any type of agreements, financial or otherwise with any other person with regard to pricing, commitments, services, product availability of PTW;

- iii. Affiliate is not authorized to enter into any type of agreements, financial or otherwise with any Referral(s) or any other person regarding any other scope of business on behalf of PTW.
- c. Affiliate agrees to send Referral(s) name/address/telephone/website URL details to PTW via written/e-mail communication for potential purchase of PTW product(s) and/or service(s) as listed below only:
 - i. Signed, limited edition hard-cover copies of Mark Douglas books “The Disciplined Trader” and “Trading in the Zone” in English language.
 - ii. Signed, limited edition hard-cover copies of Mark Douglas books “The Disciplined Trader” and “Trading in the Zone” in Japanese language.
 - 1. All signed copies to be shipped to Referral(s) by PTW.
 - iii. Consulting – including but not limited to* a 1-Hour Consultation, or Consulting Package.
 - 1. *Other consulting programs may become available during the term of this 1-Year Agreement – and may be added via written, signed and notarized Amendment to this Agreement upon acceptance of both Affiliate and PTW.
 - a. All consulting services to be performed by PTW.
 - iv. Workshops – including but not limited to* a one-on-one workshop, or group workshop.
 - 1. *Other workshop programs may become available during the term of this 1-Year Agreement – and may be added via written, signed and notarized Amendment to this Agreement upon acceptance of both Affiliate and PTW.
 - a. All workshop programs to be presented by PTW.

d. Affiliate understands and agrees that any Referral from Affiliate does not guarantee a purchase of any PTW product(s) and/or service(s) by that Referral, and/or any payment to Affiliate; no payment will be made to Affiliate unless any Referral from Affiliate has completed a purchase of any PTW product(s) and/or service(s).

2. Performance:

a. Affiliate agrees to provide Referral(s) to any or all of the above-listed products within this one-year Agreement.

1. This may include a written Amendment added during the term of the Agreement as listed in subparagraph *b, ii and iii* above, if new product(s) and or service(s) are added on the part of PTW; and agreed to by Affiliate and PTW.

ii. If, at some point during the term of this Agreement, the Affiliate feels this Agreement poses too large an obligation, or this Agreement takes too much time from effectively managing the Affiliate's own business to provide Referral(s) on the part of the Affiliate to PTW, the Affiliate can cancel this Agreement by written/signed/notarized notice sent via Courier service or via U.S. Postal Service with tracking, to PTW at any time within the term of the Agreement.

iii. This Agreement is agreed to by Affiliate and PTW as a 1-Year Agreement.

1. The Agreement shall terminate at the end of the 1-Year.

iv. Affiliate can request another 1-Year Agreement at that time, which will be renewed by the acceptance of PTW.

1. Acceptance of a renewal with Affiliate will be based on prior performance.

a. Example: If Affiliate has provided no revenue-generating Referrals during the term of the 1-Year Agreement, acceptance of a renewal may not be given.

3. Affiliate Percentage Table:

a. For the term of the **Initial** Performance Affiliate Agreement, the terms are as follows:

i. For secured (paid/completed) sale(s) provided by Affiliate referral(s) during the 1-Year term of this Agreement:

1. Book sales: **Affiliate will receive a 10% flat fee** per book.

a. Example: Authentic, Limited Edition, signed hard-cover editions of “Trading in the Zone” and “The Disciplined Trader” as of the date of this Agreement have a rate of US\$1,500.00; Affiliate would receive US\$150.00.

2. **1-10 secured purchases Affiliate will receive a 10% fee** based on the cost of the product(s) and/or service(s);

a. Example: 1-Hour Initial Consultation Rate is currently as of the date of this Agreement is US\$750.00; Affiliate would receive US\$75.00.

3. **11-25 secured purchases Affiliate will receive a 15% fee** based on the cost of the product(s) and/or service(s):

a. Example: 1-Hour Initial Consultation Rate is currently as of the date of this Agreement is US\$750.00; Affiliate would receive US\$112.50.

4. **26-50 secured purchases Affiliate will receive a 20% fee** based on the cost of the product(s) and/or service(s):

a. Example: 1-Hour Initial Consultation Rate is currently as of the date of this Agreement is US\$750.00; Affiliate would receive US\$150.00.

4. Payment to Affiliate:

a. Affiliate agrees that no referral fee will be paid until 60 days after valid Referral(s) from Affiliate have **provided complete payment** for any product(s) and/or service(s) of PTW.

- b. This 60-day grace period allows for any delay on the part of the Referral(s) in providing payment to PTW, and/or for any financial discrepancy on the part of the Referral(s).
 - i. If any Referral(s) from Affiliate initiates a “chargeback” of any kind after receiving product(s) and/or service(s) or before (i.e., denying/refusing the credit card/debit card/funds/payment to PTW), the Affiliate will not receive any fee.
 - c. All payments made to Affiliate will be made in US currency, and only to residents residing in the contiguous 48 states of the USA.
- 5. Assignment:
 - a. Affiliate agrees they may not assign, delegate, or subcontract the Services to be performed by said Affiliate, under the terms of this Agreement either in whole or part.
- 6. Use of Materials:
 - a. Affiliate agrees, by signing this Agreement that does not give them any authority or legal ownership to any of the product(s) and/or services(s) of either Mark Douglas and/or Paula T. Webb (PTW).
- 7. Use of Name/Reputation:
 - a. Affiliate agrees by signing this Agreement, they shall not make use of the name, logo, trademark, copyright of any of the product(s) and/or services(s) of either Mark Douglas and/or Paula T. Webb (PTW), outside those described in Paragraph #8.
- 8. Advertising/Publicity:
 - a. Affiliate agrees by signing this Agreement, that any promotional/advertising materials used to gain Referral(s) for PTW will only be approved in writing by PTW prior to any postings.

9. Termination:

- a. If it is determined, at any time during the term of this Agreement, that Affiliate is not in compliance with the scope of the Agreement, the Agreement will be immediately terminated by PTW.

10. Hold Harmless:

- a. Affiliate agrees to hold harmless and indemnify PTW from any liability or loss arising from Affiliate's association with PTW in perpetuity.

11. Jurisdiction:

- a. This Agreement will be governed and interpreted in accordance with the laws of the State of California where the headquarters of PTW are currently located. The location and jurisdiction for resolution of any disputes arising under this Agreement will be in the County of Riverside, State of California.

Printed Name

Signature

Date

Physical Mailing Address (no P.O. Boxes)

E-mail Address, Telephone Number, Website URL

*COPY OF GOVERNMENT-ISSUED I.D. HERE:

*NOTARY SEAL, NOTARY SIGNATURE, DATE HERE:

©2024 Paula T. Webb. No part of this agreement may be used
or altered in any fashion.

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