



Affiliate Agreement

SPARX HOCKEY AFFILIATE AGREEMENT ("Agreement") is made by and between Velasa Sports Inc. d/b/a Sparx Hockey ("Sparx Hockey" or "Company" or "us"), and you ("Affiliate"), regarding your application to participate as an affiliate of Company ("Affiliate"), and the establishment of links from your website to our website, <http://www.sparxhockey.com/>.

BY SUBMITTING AN APPLICATION TO JOIN OR BY PARTICIPATING IN THE SPARX HOCKEY AFFILIATE PROGRAM, YOU ARE CONFIRMING THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

BACKGROUND

Affiliate wishes to promote and sell Sparx Hockey's ice skate sharpening tool, Sparx Sharpener ("Product") in exchange for affiliate commission; and

Company wishes to compensate Affiliate for any sales of the Product to new customers.

In consideration of the mutual promises, covenants, warranties, and other good and valuable consideration, Company and Affiliate agree as follows:

TERMS

- 1. Enrollment.** To enroll, you must submit a completed Affiliate Program Signup Form, which is available at <http://www.sparxhockey.com/pages/sparx-hockey-affiliate-program>. We will notify you of your acceptance or rejection in a timely manner. We may, in our sole discretion, determine that you and/or your website are unsuitable for our Affiliate Program and reject your application for any reason. We reserve the right to reject prospective affiliates and will provide such notification by email. Employees of Sparx Hockey, or their subsidiaries, affiliates or promotional agencies, including immediate family, and household members, are not eligible for the Sparx Hockey Affiliate Program.
- 2. Product.** For purposes of this Agreement, "Product" means Sparx Hockey's ice skate sharpening tool, the Sparx Sharpener.
- 3. Qualified Customer.** For the purposes of this Agreement, a "Qualified Customer" will mean any customer of the Company. This includes any customer who has made a prior purchase from the Company.
- 4. Affiliate Link.** For the purposes of this Agreement, an "Affiliate Link" is a special URL that contains the ID or username of the Affiliate. This URL is used by the Affiliate to track all of the traffic that the Affiliate sends to the Company.
- 5. Affiliate Code.** For the purposes of this Agreement, an "Affiliate Code" is a special alphanumeric code that provides traceability to the ID or username of the Affiliate. This code is used by the Affiliate, and their Qualified Customers, to track all of the traffic that the Affiliate sends to the Company. An Affiliate Code may or may not have an associated discount associated with it for the Qualified Customer.
- 6. Quarter.** For the purposes of this Agreement, a "Quarter" is defined as a 3-month period of the year. The Company recognizes the four Quarters of the year as Jan-Feb-Mar (Q1), Apr-May-Jun (Q2), Jul-Aug_Sept (Q3), and Oct-Nov-Dec (Q4). The four consecutive quarters, Q1 through Q4, constitute a Sales Year.

- 7. Promotional Materials.** We may make available to Affiliate certain banner advertisements, button links, text links, and/or other graphic or textual material for display and use by the Affiliate, including on the Affiliate's website or social media pages (the "Promotional Materials"). The Promotional Materials we make available will be in our sole discretion. Affiliate will display the Promotional Materials on Affiliate's website or social media pages prominently and as Affiliate sees fit, provided that the manner of display will be subject to the terms and conditions of this Agreement. Affiliate will also include a link from the Promotional Materials to Company's website, as specified by us.
- 8. Use of Promotional Materials.** The Affiliate's use and display of the Promotional Materials on the Affiliate's site or in marketing materials will conform to the following terms, conditions and specifications:

 - a. Affiliate may not use any graphic, textual or other materials to promote our website, products or services other than the Promotional Materials, unless we agree to such other materials in writing prior to their display.
 - b. Affiliate may only use the Promotional Materials for the purpose of promoting our website (and the products and services), and for linking to our website.
 - c. Affiliate will not alter, add to, subtract from, or otherwise modify the Promotional Materials as we prepare them. If Affiliate wishes to alter or otherwise modify the Promotional Materials, Affiliate must obtain prior written consent from us for any alteration or modification.
 - d. The Promotional Materials will be used to link only to our website, to the specific page and address as specified by us. Affiliate must obtain approval from our Company before using Promotional Materials in a manner not authorized under this Agreement.
- 9. License.** We grant to Affiliate a nonexclusive, nontransferable license (the "License") to use the Promotional Materials as specified under the terms and conditions of this Agreement. The term of the License will expire upon the expiration or termination of this Agreement.
- 10. Intellectual Property.** We retain all right, ownership, and interest in the Promotional Materials, and in any copyright, trademark, or other intellectual property in the Promotional Materials. Nothing in this Agreement will be construed to grant Affiliate any rights, ownership or interest in the Promotional Materials, or in the underlying intellectual property, other than the rights to use the Promotional Materials granted under the License, as set forth in Section 9.
- 11. Relationship of Parties.** This Agreement will not be construed to create any employment relationship, agency relationship, or partnership between Affiliate and us. Affiliate will have no authority to bind us into any agreement, nor will Affiliate be considered to be our agent in any respect.
- 12. Affiliate Account.** We may also provide Affiliate with an Affiliate Account (or "Account") that contains login credentials so Affiliate can access Promotional Material and sales reports. See commission schedule in Section 13 below for details. Affiliate is responsible for safeguarding Affiliate's account information. We will not be liable for unauthorized access to Affiliate's Account by third parties. Affiliate is also responsible for keeping Affiliate's account information up to date.

13. Commissions.

- a. In exchange for Affiliate’s display of the Promotional Materials and/or promotion of the Product, and for Affiliate’s compliance with and performance of the terms and conditions of this Agreement, we will pay Affiliate a commission (the “Commission”) according to the Commission Schedules below for each Product sold to a Qualified Customer who follows the Affiliate Link or enters the Affiliate Code at checkout for the Affiliate who recommended the Product. In the event that a Customer clicks on the Affiliate Link of one Affiliate and enters the Affiliate Code of another Affiliate, the sale will be attributed to the owner of the Affiliate Link.

Commission Schedule:

The Company pays Base Commission monthly. Base Commission occurs from the first Product sold.

	Individual Sale	Team Sale	Commercial Sale
Purchase Requirement	Sparx Sharpener	Sparx Sharpener + 5-Grinding Ring Package	Sparx Sharpener + 10-Grinding Ring Package
Base Commission	1+ Products Sold = \$50 USD per Product	1+ Products Sold = \$75 USD per Product	1+ Products Sold = \$150 USD per Product
<i>PAID MONTHLY</i>			

Base Commissions are held for a period of 45 days from any purchase to protect us in the event of any return or chargeback that may occur. In the event that the Product is on backorder or in a pre-order state, the holding period does not begin until the charge for the purchase is complete.

Example Commission Calculation and Payout Schedule

Sarah, an Affiliate, sells the following:

	January	February	March
Individual	15 Units	15 Units	15 Units
Team	4 Units	4 Units	4 Units
Commercial	4 Units	4 Units	4 Units
Base Commission Payable (45 waiting period)	by March 15 th (15*\$50) + (4*\$75) + (4*\$150) = \$1650	by April 15 th = \$1650	by May 15 th = \$1650

When a discount code is made available to an Affiliate, each Qualified Customer referred by Affiliate will also receive the advertised discount on the Product when the Qualified Customer enters the Affiliate Code at checkout.

Commissions will be based on any Product purchased by a Customer for the life of the registered Affiliate so long as the Affiliate is in good standing and the Affiliate Links are followed and/or Affiliate Codes are entered as described in this Section.

- b. We may, at any time and in the Company’s sole discretion, modify any of the terms and conditions contained in this Agreement. See Section 27 for more information.

- c. Commissions will only be paid if the Qualified Customer follows an Affiliate Link or enters the Affiliate Code during the online purchase.
- d. Commissions will only be paid for sales to Qualified Customers.
- e. Commissions will only be paid for sales of the Product. Commissions cannot be earned on sales of other Company items.
- f. We will keep accurate and up-to-date records of the data used to determine the total amount of Commissions owed to Affiliate. Affiliate will be given reasonable access to these records upon request. Any discrepancy between the amount of Commissions owed according to these records, and the actual amount of Commissions paid to Affiliate in any period or periods will be rectified by us within 14 days of discovering the discrepancy.
- g. If on any Commission Payment Date, the amount of total Commissions accrued and payable to Affiliate is less than \$10.00, then such accrued and payable balance may be held over to the following month, and paid together with the Commissions due for that month. If at any time, the balance of accrued and payable Commissions is held over for 2 consecutive months, then we will pay all accrued and payable Commissions to Affiliate in the third month, regardless of the total amount owed. Payment is made via the Affiliate's Paypal account and may be made in two payments, the first for the Base Commission and the second for Bonus Commission.
- h. In the event that Affiliate materially breaches this Agreement and we terminate this Agreement within 30 days of the breach, then any accrued and payable Commissions owing to Affiliate's will be forfeited, and we will not be obligated to pay such Commissions to Affiliate.

14. Affiliate's Product. Upon Affiliate's request and at the Company's discretion, we may loan Product(s) to the Affiliate for evaluation and/or demonstration purposes. Affiliate agrees to pay for outbound shipping of the Product(s), and we will pay for return shipping. Affiliate has the option to purchase the Product(s) provided to Affiliate for the then-published selling price on our website. If Affiliate does not return the Product(s) within 30 days from the date a return is requested (via notification to email address on file in Affiliate Account) or from the date this agreement is terminated, we are permitted to bill the Affiliate or charge the credit card that the Affiliate authorized for outbound shipping for the full amount of the Product(s) at the then-published selling price on our website. The Product(s) must be returned in the original packaging that it was sent in. If the loaned Product is damaged by the Affiliate beyond normal wear and tear, the Company has the right to charge for such damage, the amount of which will be determined in our sole discretion. If the Product is not sent back in the original packaging or gets damaged, we have the right to charge Affiliate for any damage up to the full amount of the Product at the then-published selling price on our website.

15. Affiliate Equipment. Affiliate is responsible for maintaining their equipment regardless of whether that equipment is being used by Affiliate during the evaluation and/or demonstration period. Velasa Sports is not responsible for any damage to or loss of Affiliate's equipment, nor is it responsible for any damage to or loss to Affiliate or any third party caused by Affiliate's equipment.

16. Affiliate's Representations and Warranties. Affiliate represents and warrants the following:

- a. Affiliate has the legal authority to enter into this Agreement and to be bound to the promises, covenants, and other duties set forth in this Agreement.
- b. Affiliate's website does not contain any materials that are:
 - i. Sexually explicit, obscene, or pornographic;

- ii. Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
 - iii. Graphically violent, including any violent video game images; or
 - iv. Solicitous of any unlawful behavior.
 - c. Affiliate has obtained any necessary clearances, licenses, or other permission for any intellectual property used on Affiliate's website. Nothing on Affiliate's website infringes upon the intellectual property rights of any person or entity. No person or entity has brought or threatened an action claiming such infringement, nor does Affiliate have any reason to believe that any person or entity will bring or threaten such a claim in the future.
 - d. Affiliate will not use the Promotional Materials in any manner other than those set forth in Section 7 above.
 - e. Affiliate will not use the Promotional Materials in any manner or otherwise make any statements that are disparaging or that otherwise portray us, or any of our employees or representatives, in a negative light.
 - f. Affiliate will not make any claim to ownership of the Promotional Materials, or of the copyright, trademark, or other intellectual property.
 - g. Affiliate will not publish or otherwise distribute any advertising materials for Affiliate's website that reference us or our website unless we give prior written consent to the distribution of such materials. Affiliate will not use our name (or any name that is confusingly similar to our name) for any purpose on its website, in its promotional materials, or in any other context except to promote our website as specified in this Agreement. Affiliate will not register any domain name that incorporates Company's name, or that is confusingly similar to our name.
 - h. Affiliate will not engage in the distribution of spam, unsolicited bulk emails, unsolicited commercial email, or any form of illegal means of communication in any way mentioning or referencing us or our website.
 - i. Affiliate will only provide demonstrations and related activities on property and locations in which Affiliate is authorized to conduct such demonstrations.
17. **Indemnification.** Affiliate will indemnify us and hold us harmless from any claim, damage, lawsuit, action, complaint, or other costs arising out of any breach of Affiliate's warranties set forth in Section 16 above. Affiliate will indemnify us and hold us harmless for any damage, loss or other cost arising out of the use or misuse by Affiliate of the Promotional Materials. Affiliate will also indemnify us and hold us harmless for any damage, loss or other cost arising out of the use or misuse by Affiliate of the Affiliate's or Company's Equipment, which includes any property damage or bodily injury that may be caused during Affiliate demonstrations or use of equipment.
18. **Confidentiality.** Any information that Affiliate is exposed to by virtue of its relationship with us under this Agreement, which information is not available to the general public, will be considered to be "Confidential Company Information." Affiliate may not disclose any of Confidential Company Information to any person or entity, except where compelled by law, unless Affiliate obtains prior written consent for such disclosure from us.
17. **Term.**
- a. This Agreement will take effect immediately, and will remain in full force and effect indefinitely, or until terminated pursuant to this Section.

- b. Either Party will have the right to terminate this Agreement at any time and for any cause. The terminating Party must give written notice to the other Party at least 30 days prior to the intended date of termination. Affiliate will be paid for all commissions owed up to the date of termination in accordance with Section.
- c. Company may terminate this Agreement for cause if Affiliate is found to be in violation of this Agreement. Affiliate will forfeit any commission due if this Agreement is terminated for cause.

18. Taxes. We will not be responsible for any taxes owed by Affiliate arising out of Affiliate's relationship with us as set forth in this Agreement. We will not withhold any taxes from the Commissions paid to Affiliate. You are responsible for providing us with accurate tax and payment information that is necessary to issue you a commission fee. If we do not receive the necessary tax or payment information within 90 days of a qualified purchase which would otherwise trigger commission fees, the applicable commissions shall not accrue and no commission fees will be owed with respect to such qualified purchase.

You are required to submit a W8/W9 tax form, and you are responsible for the payment of all taxes related to the commissions you receive under this Agreement. In compliance with U.S. tax laws, we will issue a Form 1099 to Affiliates whose earnings meet or exceed the applicable threshold. You agree to inform us about changes to postal and e-mail addresses, as well as any changes to your name, email address, contact information, tax identification number, or other personal information that will impact our ability to issue a valid commission payment. Any address changes must be made at least 15 business days prior to the end of the calendar month in order for commission fees for that month to be sent to the revised address.

19. Third Party Services. We may, in our sole discretion, make use of Third Party Services to administer our Affiliate Program. We will not be responsible for any delays of payment, downtime, or errors that occur as a result of any third party administration of our program. We will make every effort to rectify errors but Affiliate agrees to release Company from any errors or delays caused by a third party.

20. Limitation of Liability. We will not be liable for any loss of profits or costs, or for any direct, indirect, special, incidental or consequential damages, including costs associated with the procurement of substitute goods or services (whether we were or should have been aware or advised of the possibility of damage), arising out of or associated with any loss, suspension or interruption of service, termination of this Agreement, use or misuse of the Promotional Materials, or other performance of services under this Agreement.

21. FTC Disclosure Policy. It is our intent to treat our customers fairly and to comply fully with all applicable laws, regulations and guidelines concerning advertising and marketing, including without limitation, the Federal Trade Commission (FTC) Endorsement Guides (See the [FTC Endorsement Guide](#) for more information). This means that all Affiliate websites (including directories, review/rating sites, blogs and other websites), and any email or collateral that provides an endorsement or assessment of us, must prominently disclose the fact that Affiliate may receive compensation for referring customers to us.

For more information and suggestions about how to comply with these guidelines, please visit the [FTC Endorsement Guide](#). Affiliate is advised to seek and obtain its own legal advice on how these rules apply to Affiliate's website or other promotional activities for which Affiliate receives compensation.

We reserve the right to withhold commission fees and cancel the affiliate relationship with Affiliate should we determine, in our sole discretion, that Affiliate is not in compliance with the previously mentioned guide or other FTC regulations/guides that we deem relevant.

22. Governing Law. The laws of the United States and the State of Massachusetts will govern this Agreement, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the state courts located in Middlesex County, Massachusetts, or the Federal District

Court for the District of Massachusetts and Affiliate irrevocably consents to the jurisdiction of such courts.

- 23. Assignment.** Affiliate may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.
- 24. Waiver.** Our failure to enforce Affiliate's strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such a provision or any other provision of this Agreement.'
- 25. Modification.** We may, at any time and in its sole discretion, modify any of the terms and conditions contained in this Agreement. Unless otherwise provided, such modifications will take effect when posted on our website at the address below and apply to all referral fees that have not yet accrued.

<http://www.sparxhockey.com/pages/sparx-hockey-affiliate-program>

If we make any significant changes to this Affiliate Agreement, we will post a notice on this web page for at least 30 days after the changes are posted and will indicate at the bottom of this Affiliate Agreement the date of the last revision. In addition, we will use reasonable efforts to provide Affiliate with 7 days advance notice of any changes that materially impact Affiliate's participation in the Affiliate Program. Unless otherwise provided, Affiliate's continued participation in the Affiliate Program following our posting of any modification on our website will constitute Affiliate's acceptance of all changes. If Affiliate does not agree to any such changes, Affiliate's sole and exclusive remedy is to deactivate Affiliate's account as described above.

- 26. Severability.** If any part or parts of this Agreement will be held unenforceable for any reason, the remainder of this Agreement will continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision will be deemed to be construed as so limited.
- 27. Headings.** The section headings are for convenience only and will not affect the meaning of the provisions of this Agreement.
- 28. Entire Agreement.** This Agreement constitutes the entire agreement between us and Affiliate, and it supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

29.

I INDICATE MY APPROVAL OF THIS AGREEMENT AND DESIRE TO BECOME AN AFFILIATE UNDER THESE TERMS AND CONDITIONS BY COMPLETING AND SUBMITTING THE AFFILIATE PROGRAM SIGNUP FORM, BY SUBMITTING PROPOSED REFERRED CUSTOMERS OR QUALIFYING PURCHASES TO US UNDER OUR AFFILIATE PROGRAM AND/OR BY COLLECTING ANY COMMISSION FEES FROM US.

Revision Date: July 14, 2016