



Affiliate Salesperson Agreement

This Affiliate Salesperson Agreement ("Agreement") is made effective as of selecting the check-box agreeing to the Affiliate Program in the Affiliate Sign-Up form located at Passpass.com/affiliate, by and between PassPass LLC, a Texas LLC with its principal place and [Affiliate Salesperson's Name in Sign-up Form], residing at Address as noted in Sign-up form ("Affiliate").

1. Appointment

The Company hereby appoints the Affiliate as its non-exclusive sales representative to market and sell the Company's products and services under the terms and conditions set forth in this Agreement. The Affiliate accepts this appointment under the terms of this Agreement.

2. Term and Termination

This Agreement shall commence on the Effective Date and shall continue in effect until terminated by either party. Either party may terminate this Agreement without notice for breach of any of its terms.

3. Responsibilities of the Affiliate

- To use best efforts to market and sell the Company's products and services in accordance with the Company's policies and guidelines.
- To maintain the highest level of professionalism and integrity in all dealings with customers, prospects, and the Company.
- To comply with all applicable laws and regulations related to the marketing and sale of the Company's products and services.

4. Compensation

The Affiliate shall be compensated on a commission basis, as outlined in the Master Affiliate Compensation & Payments Terms of Service Document located at PassPass.com/legal

5. Intellectual Property

The Affiliate acknowledges that all intellectual property rights, including trademarks, logos, and marketing materials, are the sole property of the Company. The Affiliate is granted a non-exclusive, non-transferable license to use such materials solely in connection with the marketing and sale of the Company's products and services.



6. Confidentiality

The Affiliate agrees to keep confidential and not to disclose to any third party any proprietary or confidential information of the Company without the prior written consent of the Company. This obligation shall survive the termination of this Agreement.

7. Indemnification

The Affiliate agrees to indemnify and hold harmless the Company from any claims, damages, or expenses arising from the Affiliate's acts or omissions in violation of this Agreement.

8. Independent Contractor

The Affiliate is an independent contractor and is not an employee, partner, or co-venturer with the Company. The Affiliate shall not represent otherwise.

9. Governing Law

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

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings and agreements, whether written or oral, relating to the subject matter of this Agreement.