

# AFFILIATE PROGRAM FOR DEATH & CANDY CUSTOM CREATIONS

I.	<b>DEFINITIONS</b>	1
II.	<b>THE PROGRAM PURPOSE</b>	2
III.	<b>AFFILIATE APPLICATION CRITERIA</b>	2
IV.	<b>TRIAL PERIOD</b>	2
V.	<b>CODE USAGE RESTRICTIONS</b>	4
VI.	<b>AFFILIATE EARNINGS GUIDELINES</b>	5
VII.	<b>CONTENT CREATION FEATURING THE BRAND</b>	5
VIII.	<b>COMMISSION PAYOUT OPTIONS</b>	6

## DEFINITIONS

### TRIAL PERIOD

*INITIAL TIMEFRAME OF CODE CREATION AND USAGE NOT TO EXCEED 6 MONTHS TO OBTAIN FULL TIME AFFILIATE STATUS.*

### AFFILIATE CODE

*DISCOUNT CODE REPRESENTING THE CHOSEN WORDING OF THE AFFILIATE FOR GENERAL CONSUMER USE.*

### PERSONAL USE CODE

*DISCOUNT PROVIDED TO THE AFFILIATE FOR USE OF PURCHASES PERSONAL TO THEMSELF.*

### [THE] BRAND

*DEATH & CANDY CUSTOM CREATIONS AND AFFILIATED PARTIES.*

### [THE] AFFILIATE

*THE INDIVIDUAL PERSON PROMOTING THE BRAND AND RECEIVING BENEFITS THROUGH THAT PARTNERSHIP.*

### CONTENT

ANY FORM OF CONSUMABLE MEDIA CREATED BY AN INDIVIDUAL IN CONNECTION TO AN ACTIVITY OR PRODUCT INCLUDING BUT NOT LIMITED TO VIDEO, AUDIO, WRITTEN, VISUAL, ETC.

## ELIGIBLE COMMISSION TOTAL

THE PERCENTAGE OF THE MONETARY EXPENDITURE BY A CUSTOMER'S PURCHASE THAT FALLS UNDER THE GUIDELINES FOR COMMISSION CALCULATION.

## THE PROGRAM PURPOSE

THIS PROGRAM ENTAILS THE OUTLINE OF AN AFFILIATE-BRAND OWNER RELATIONSHIP THAT IS OF MUTUAL BENEFIT. THERE ARE MANY WAYS TO MEASURE THE EFFECTIVENESS OF THE AFFILIATE AND ITS IMPACT ON BRAND VISIBILITY AND SUCCESS AND THE INTENTION IS TO MAXIMIZE THE REACH OF THE BRAND WHILE PROVIDING MONETARY REWARD TOWARDS THOSE EFFORTS. THE SUCCESS OF REWARD IS TIED TO THE EFFORT FROM BOTH PARTIES WITH FOCUS ON TRANSPARENCY AND TEAMWORK.

## AFFILIATE APPLICATION CRITERIA

THERE WILL NOT BE REQUIRED CRITERIA IN ORDER TO APPLY FOR THE AFFILIATE TRIAL PERIOD. THERE ARE SOME SUGGESTED CRITERIA LISTED BELOW IN ORDER TO SET UP THE AFFILIATE/BRAND SUCCESS.

- PREVIOUSLY PURCHASED FROM THE BRAND
- A PRODUCT LINE CENTRIC FOCUS
- ENGAGEMENT ACROSS SOCIAL PLATFORMS
- PRIOR AFFILIATE WORK WITH SIMILAR INDUSTRY PRESENCE
- REFERENCES FROM OTHER SMALL BUSINESS OWNERS
- PORTFOLIO OF WORK IS EASILY ACCESSIBLE

## TRIAL PERIOD

THE TRIAL PERIOD WILL BEGIN ONCE THE APPLICANT HAS SUBMITTED ALL REQUESTED DOCUMENTATION FOR REVIEW AND BEEN GRANTED PERSONAL AND AFFILIATE DISCOUNT CODES. THE APPLICANT THEN HAS A MAXIMUM OF A CONSECUTIVE 6 MONTH PERIOD TO REACH THE FOLLOWING CRITERIA.

- AFFILIATED CODE USED 5 TIMES AND
- PERSONAL USE DISCOUNT CODE USED 3 TIMES

*AFFILIATE CODE USAGE AND PERSONAL USE DISCOUNT CODE REDEMPTIONS CANNOT OVERLAP IN ORDER TO QUALIFY AS A FULL TIME AFFILIATE.*

*IE: AN AFFILIATE CODE MUST BE USED ON 5 DIFFERENT ORDERS COMPARED TO THE PERSONAL USE DISCOUNT CODE AS TWO CODES CANNOT BE STACKED.*

*AS PART OF THE AFFILIATE PROGRAM, THE AFFILIATE **WILL BE REQUIRED TO PURCHASE FROM THE BRAND** VIA THE PERSONAL CODE PROVIDED.*

*THIS REQUIREMENT IS SET IN PLACE TO ENSURE THAT ALL PARTIES INVOLVED ARE FINANCIALLY INVESTED IN ORDER TO FINANCIALLY GAIN.*

*THE BRAND UNDERSTANDS THAT THIS MAY IMPACT A POTENTIAL APPLICANT'S DECISION ON WHETHER OR NOT TO APPLY. IT MUST BE UNDERSTOOD BY ANY PARTICIPATING PARTIES THAT IT IS CRUCIAL TO SUCCESS TO HAVE PERSONAL TIES AND INVESTMENTS WITH THEIR BUSINESS RELATIONSHIPS TO ENCOURAGE THE BEST OUTCOME OF PARTNERSHIP.*

*ONCE THE CRITERIA HAS BEEN MET IN ITS ENTIRETY, THE SECTIONS BELOW WILL DISCUSS HOW COMMISSION WILL BE GRANTED BY INITIAL PAYMENT AND THEN FROM FUTURE USE.*

## CRITERIA REACHED

*AN INITIAL PAYOUT OF THE HIGHEST COMMISSION PER ORDER EARNED DURING TRIAL PERIOD WILL BE PAID TO AFFILIATE. AFTER THIS POINT, ALL ELIGIBLE COMMISSION EARNINGS WILL BE PAID TO THE AFFILIATE ON A MONTHLY BASIS.*

*IE: AFFILIATE POTENTIALLY EARNED \$5, \$10, \$2, \$3, \$7 and \$4 DURING TRIAL PERIOD FROM 6 DIFFERENT ORDERS AND THE AFFILIATE ALSO MADE 5 PURCHASES BY THIS TIME. THE HIGHEST TOTAL WAS \$10 SO IT WOULD BE PAID ONCE CRITERIA WAS MET AND THE ADDITIONAL \$4 DUE TO IT BEING THE 6TH ORDER.*

*FROM THE POINT OF TRIAL PERIOD COMPLETION, AFFILIATE MUST MAINTAIN THE SAME USAGE OF AFFILIATED AND PERSONAL USE CODES IN ORDER FOR BOTH CODES TO REMAIN ACTIVE. THERE IS NO MONETARY MINIMUM REQUIRED TO KEEP CODES ACTIVE, JUST CONSISTENT USAGE. AFFILIATED CODES MAY STILL BE ACTIVE WHILE PERSONAL USE CODES MAY NOT BUT PERSONAL USE CODES WILL NOT REMAIN ACTIVE IF THE AFFILIATE CODE IS NOT MEETING THE MINIMUM REQUIREMENT.*

*NOTIFICATIONS WILL GO OUT ON A MONTHLY BASIS REGARDING CODE USAGES, POTENTIAL LOSS OF ACTIVE CODES, AND PROGRESS WITH THE RELATIONSHIP BETWEEN AFFILIATE AND BRAND VISIBILITY. NOTIFICATIONS WILL BE SENT NO LATER THAN THE 5TH OF THE FOLLOWING MONTH FOR THE PRIOR MONTH'S REPORTS AND COMMUNICATIONS.*

*BASED ON THE PROGRAM'S SUCCESS, THERE MAY BE ADDITIONAL PERKS ASSIGNED TO TOP PERFORMERS, COMPETITIVE CONTESTS FOR ALL AFFILIATES, SPECIAL REQUESTS, ETC. THERE*

*WILL NOT BE A MINIMUM OR MAXIMUM NUMBER OF ACTIVE AFFILIATES UNLESS AMENDED IN FUTURE UPDATES.*

## CRITERIA NOT REACHED

*THE APPLICANT WILL NEED TO SUBMIT A NEW REQUEST TO INITIATE A NEW TRIAL PERIOD. THE BRAND RESERVES THE RIGHT TO MAKE EXCEPTIONS TO THE CRITERIA IF THE SITUATION HAS MERIT.*

## **CODE USAGE RESTRICTIONS**

AFFILIATE AND PERSONAL DISCOUNT CODES CANNOT BE STACKED WITH OTHER CODE TRIGGERED DISCOUNTS OR SALES BUT CAN BE STACKED WITH ANY AUTOMATIC DISCOUNTS.

AFFILIATE CODES WILL NOT BE ACTIVE TOWARDS COMMISSIONED PRODUCTS BUT THE AFFILIATE MAY USE THEIR PERSONAL DISCOUNT CODE TOWARDS COMMISSIONS.

IE: CUSTOMER WILL NOT BE ABLE TO USE 'AFFILIATE CODE' ON A CUSTOM PALETTE. AN ACTIVE AFFILIATE MAY USE THEIR PERSONAL USAGE DISCOUNT TOWARDS A CUSTOM PALETTE PURCHASE.

AFFILIATES WILL NOT RECEIVE COMMISSION FROM TRANSACTIONS THAT INCLUDE THEIR OWN PERSONAL DISCOUNT CODE. AFFILIATES ARE ALLOWED TO USE OTHER AFFILIATES' CODES ON THEIR PERSONAL TRANSACTIONS.

IE: AFFILIATE A WILL NOT RECEIVE A COMMISSION FROM MAKING A PERSONAL ORDER USING THEIR RESPECTIVE PERSONAL DISCOUNT CODE BUT AFFILIATE A CAN USE AFFILIATE B'S AFFILIATED CODE WHICH WILL PROVIDE COMMISSION TOWARDS AFFILIATE B'S REPORT.

SHOULD THERE BE INSTANCES WHERE THE CUSTOMER IS USING A BRAND GENERATED SALE CODE BUT WOULD LIKE TO ATTRIBUTE THE REFERRAL OF THEIR PURCHASE TO AN ACTIVE AFFILIATE, THE CUSTOMER MAY MAKE IT KNOWN THROUGH THE ORDER NOTES AT THE TIME OF PURCHASE OR VIA DIRECT COMMUNICATION TO THE BRAND. THE PERIOD FOR THIS NOTIFICATION IF NOT INCLUDED IN THE ORDER NOTES AT PURCHASE IS 7 CALENDAR DAYS FROM THE DELIVERY

NOTIFICATION OF THE RESPECTIVE ORDER. ANY TIME A SALE PERIOD DISCOUNT CODE MAY BE ACTIVE, SUBSCRIBERS WILL BE NOTIFIED OF THIS PROCESS VIA EMAIL MARKETING AND/OR SOCIAL PLATFORM ANNOUNCEMENTS COMMUNICATED BY THE BRAND. IT IS NOT REQUIRED BUT WOULD BE ENCOURAGED THAT ANY AFFILIATE ALSO MAKE THIS KNOWN DURING ANY BRAND PROMOTION THAT INTERSECTS WITH A SALE PERIOD.

CUSTOMERS WILL NOT BE ALLOWED TO ALLOT A PURCHASE THAT CONTAINS ONLY ITEMS LINKED TO A CANDY COIN REDEMPTION TO AN AFFILIATE FOR ELIGIBLE COMMISSION.

IE: THERE IS A CODE TO RECEIVE \$25 OFF A PALETTE PURCHASE AND THE CUSTOMER REDEEMS THE CODE FOR A PALETTE BUT NO OTHER ITEMS ARE PURCHASED THEN THIS

CANNOT BE ATTRIBUTED TO AN AFFILIATE TO RECEIVE COMMISSION FOR THE FREE PRODUCT.

## ***AFFILIATE EARNINGS GUIDELINES***

ELIGIBLE COMMISSIONS MAY BE EARNED THROUGH CUSTOMER TRIGGERED PURCHASES.

COMMISSIONS CANNOT BE EARNED ON CUSTOM PRODUCTS PURCHASED BY CUSTOMERS BUT ALL OTHER PRODUCTS WILL QUALIFY.

SHIPPING COSTS AS APPLICABLE WILL **NOT** BE INCLUDED WITH THE QUALIFYING COMMISSION EARNING TOTAL. SHIPPING COSTS ARE PART OF THE BRAND WORKING CAPITAL AND SOLELY USED FOR PURCHASE OF SHIPPING LABELS.

IF THE FREE SHIPPING MINIMUM IS MET BASED ON THE CUSTOMER EXPENDITURE, THE COMMISSION EARNINGS WILL BE BASED OFF THE NET TOTAL OF THE QUALIFYING ITEMS MINUS THE LABEL COST.

AFFILIATES WILL EARN 15% OF THE ELIGIBLE COMMISSION TOTAL. IE: THE ORDER NET TOTAL AFTER SHIPPING COSTS IS \$10 SO 15% OF \$10 PUTS THE ELIGIBLE COMMISSION AMOUNT TO \$1.50.

THERE WILL BE POTENTIAL FOR PERIODS WHERE COMMISSION PERCENTAGES MAY BE MULTIPLIED FOR A SET TIMEFRAME. ANY QUALIFYING ORDERS DURING THESE PERIODS WILL BE INCREASED AND MAY BE TIED TO A SPECIFIC PRODUCT LINE, ORDER MINIMUM, ETC. THESE EVENTS WILL BE COMMUNICATED PRIOR TO ACTIVE STATUS SO THAT AFFILIATES HAVE ADEQUATE TIME TO PROMOTE TO THEIR SOCIAL PLATFORMS.

IF AN INSTANCE SHOULD ARISE WITH A REFUND ON A CUSTOMER'S ORDER PRIOR TO ANY PAID COMMISSION TO THE AFFILIATE THAT IS LINKED TO THE PURCHASE, THE ELIGIBLE COMMISSION TOTAL WILL BE RECALCULATED. IF THE REFUND TAKES PLACE AFTER THE ELIGIBLE COMMISSION IS PAID TO THE AFFILIATE, NO ADJUSTMENT WILL TAKE PLACE.

## ***CONTENT CREATION FEATURING THE BRAND***

NATURALLY, CONTENT IS CREATED WHEN PROMOTING AN AFFILIATION WITH A BRAND BUT THERE NEEDS TO BE A GROUNDWORK OF UNDERSTANDING WHAT THAT ENTAILS BETWEEN THE AFFILIATE AND THE BRAND.

CONTENT CREATED BY THE AFFILIATE IS OWNED OUTRIGHT BY THE ORIGINAL CREATOR. THERE IS AN UNDERSTANDING WITH ALL PARTIES THAT REPOSTING AN AFFILIATE'S CONTENT TO THE BRAND'S ASSOCIATED SOCIAL PLATFORMS WILL BE A PERMISSIBLE USE AND WILL NOT BE DEEMED AS THEFT. IF THE AFFILIATE DOES NOT WISH THEIR ORIGINAL

CONTENT TO BE USED WITH PERMISSIBLE ACTIONS INCLUDING BUT NOT LIMITED TO THE AFOREMENTIONED STATEMENTS, IT WILL NEED TO BE COMMUNICATED TO THE BRAND PRIOR TO OR IMMEDIATELY AFTER THE CONTENT IS LIVE.

CONTENT CREATED BY THE BRAND EXPLICITLY PROVIDED TO AFFILIATES WILL BE FOR THE PURPOSE OF PROMOTION AND COHESION OF BRAND IMAGE. THIS CONTENT IS OWNED BY THE BRAND AND PROVIDES PERMISSIBLE USE TO THE AFFILIATE BUT DOES NOT TRANSFER OWNERSHIP.

CONTENT CREATED BY AN AFFILIATE FOR THE PURPOSE OF BRAND USE ONLY (AS REQUESTED) WILL BE PAID FOR IN AGREEABLE TERMS TO ALL PARTIES. THERE WILL BE A USAGE CONTRACT TO ACCOMPANY ANY ARRANGEMENT IN THESE SITUATIONS.

THERE WILL NOT BE ANY REQUIRED CONTENT POSTING FROM THE AFFILIATE REGARDING PROMOTION OF THE BRAND IN ORDER TO MAINTAIN AN ACTIVE AFFILIATE STATUS. IT IS SUGGESTED TO MAINTAIN A VISIBLE ASSOCIATION WITH THE BRAND IN ORDER TO RECEIVE MONETARY COMPENSATION RESULTING FROM THE AFFILIATE'S CODE USAGE BY CONSUMERS.

THIS INFORMATION IS SUBJECT TO CHANGE AT THE WILL OF THE BRAND AND IMPACTED PARTIES WILL BE NOTIFIED ACCORDINGLY. SHOULD THERE BE ANY DISAGREEMENTS OR OBSTACLES ARISING REGARDING CONTENT RIGHTS OR USAGE, IT WILL BE HANDLED DIRECTLY WITH THE ASSOCIATED PARTIES TO ACHIEVE A FAIR OUTCOME TO ALL CONCERNED.

## **COMMISSION PAYOUT OPTIONS**

*THE GOAL OF PROVIDING A MONETARY COMMISSION TO AFFILIATES IS TO BUILD TRUST IN THE AFFILIATE-BRAND WORKING RELATIONSHIP AND REWARD THE EFFORTS MADE BY THE AFFILIATE TO BRING ADDITIONAL GROWTH TO THE BRAND.*

*WAYS TO PROVIDE COMMISSION PAYOUTS ARE INCLUDED, BUT NOT LIMITED TO THE FOLLOWING OPTIONS:*

- PAYPAL TRANSFER**
- FINANCIAL EXCHANGE PLATFORMS (CASHAPP)**
- THIRD PARTY COMMISSION PAYMENT PLATFORMS IF AVAILABLE**
- BANK TO BANK TRANSFER**
- STORE CREDIT**

*IF THE OPTIONS LISTED ABOVE DO NOT MEET AN AFFILIATE'S PERSONAL REQUIREMENTS OR NEEDS, AN AGREEABLE RESOLUTION FOR ALL PARTIES INVOLVED WILL BE DESIGNATED PRIOR TO ANY COMMISSION PAYOUTS.*

IT IS THE RESPONSIBILITY OF THE AFFILIATE TO COMMUNICATE ANY CHANGES TO THEIR PAYOUT PREFERENCE PRIOR TO DISBURSEMENTS DIRECTLY TO THE BRAND TO PROMOTE A SMOOTH TRANSITION.

A SIGNED AGREEMENT FORM WILL BE REQUIRED AT THE TIME OF ELIGIBILITY AFTER THE TRIAL PERIOD AND PRIOR TO ANY DISBURSEMENT OF FUNDS. ANY INSTANCE IN WHICH ADJUSTMENTS NEED TO BE MADE TO THE CURRENT ARRANGEMENT, A NEW SIGNED AGREEMENT WILL BE REQUIRED. THE AFFILIATE WILL RECEIVE AN ELECTRONIC SIGNATURE NOTICE TO COMPLETE THIS ACTION AND RECEIVE ONE FOR THEIR RECORDS.

THE BRAND DOES NOT HOLD ANY RESPONSIBILITY FOR TAX LIABILITIES THAT ARE PERSONAL TO THE AFFILIATE. THE BRAND WILL PROVIDE ANY REQUESTED DOCUMENTATION TO THE AFFILIATE FOR TAX PURPOSES AS REQUIRED BY LAW.

**BY SIGNING BELOW, YOU AGREE TO THE AFOREMENTIONED TERMS WITH THE UNDERSTANDING THAT THERE MAY BE SITUATIONS THAT ARISE IN THE FUTURE THAT ARE NOT ACCOUNTED FOR IN THE ORIGINAL AGREEMENT AND WILL WARRANT A REVISION TO BE SIGNED FOR ANY AND ALL AMENDMENTS.**

SIGNATURE: \_\_\_\_\_

PRINTED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_