



HTML Pro

The Best Digital & Software Design Agency

TERMS & CONDITIONS

Affiliate Program

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1. Profit Sharing – Terms & Conditions

This Profit Sharing Terms will enter between NxENTER LLC (DBA HTML Pro) having its principal place of business located at 19TH W 34TH ST STE 1018, NEW YORK, NY, 10001 (the “Company”) and other party having its principal place of business located in anywhere in the world (the “Representative”), both of whom will agree to be bound by an Agreement.

The Company and the Representative desire to enter into an arrangement will share the revenues realized from the sale of the Product due to the efforts of the Representative according to the terms and conditions herein.

1.1 Responsibilities of Representative

In consideration for the profit share granted herein, the Representative shall perform the following duties:

1. Performing research and other prospecting duties with regard to potential customers;
2. Completing paperwork as needed; and
3. Performing other such duties and services as may be assigned by the Company to accomplish the aims of this Agreement in the time, place, and manner deemed appropriate by the Representative.

1.2 Revenue Sharing

In consideration for the duties performed hereunder, the Representative shall be entitled a certain percentage of the REVENUES earned for sales of the Product that are a direct result of the Representative’s efforts.

1. To be considered a “direct result” of the Representative’s efforts, substantially all of the contact with a customer that leads to a sale must have been made by the Representative. Although initial contact and contact at the sale point shall be factors to consider, they are not determinative of such sale being a “direct result” of the Representative’s efforts.
2. “REVENUES” are deemed to be calculated by the sale price less any currency fee or Conversions by the Company paid on behalf of the Representative in furtherance of the sale and the cost of goods sold.
3. Profits will be shared in USD.
4. In case of a refund approved by company due to failed/delayed project or any XYZ reason as posted by client, a revenue refund already paid or adjustment to the next bills as mutually agreed will be paid back by the sales consultant to the company.
5. Shares will be paid within 30 days of collection from customer via Check or ACH Transfer

1.3 Independent Contractor

The Parties agree that the Parties shall be considered independent contractors and not agents or employees of the other Party. Neither Party shall have authority to make any statements, representations or commitments of any kind, nor to take any action which shall be binding on the other Party, except as may be expressly provided for herein or authorized in writing.

1.4 Confidentiality

The Representative shall not, in any fashion, form, or manner, either directly or indirectly:

1. Disclose or communicate to any party any information relating to the Company's business or the Product including (but not limited to) customer lists, price points, or marketing plans (the "Confidential Information");
2. Duplicate any Confidential information;
3. Use any Confidential Information other than solely for the benefit of the Company; or
4. Assist a third party in using any Confidential Information in any manner but solely for the benefit of the Company.

1.5 Approval of Marketing Material

The Representative is entitled to take necessary decisions with respect to changes that are necessary for the good of the company with mutual consent of all parties.

1.6 Expenses

1. All the expenses with respect to new business development will be paid by the representative unless agreed by the parties.
2. Any unapproved expense will be used against the profits of Representative.

1.7 Indemnification

The Representative agrees to defend, indemnify, and hold harmless the Company from and against any all third party claims (or other actions that could lead to losses by the Company) that are based upon the Representatives

- a) violation of the law,
- b) violation of this Agreement, or
- c) violation of any third party's rights.

1.8 No Modifications Unless in writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

1.9 Applicable Law

This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the United States of America and subject to the exclusive jurisdiction of the federal and state courts located in New York.

1.10 Referrals

All the referrals from the client will be considered as company's intellectual property while revenues will be shared as per agreed percentage

1.11 Terms of Termination

This Agreement shall last from the date of execution until terminated by Ninety (90) days' written notice by either party

Upon termination according, the following shall occur:

1. The Representative shall continue to receive the profit share described herein from any continuing sales as a direct result of the Representative's efforts till 6 months and the intellectual rights to be transferred in favor of receiving party.
2. The Representative shall direct all further inquiries regarding the Product back to the Company;
3. The Representative shall return or destroy any physical or digital copies of the Company's proprietary information in its possession including (but not limited to) marketing material, business plans, customer lists, and pricing information.