



AFFILIATE AGREEMENT

THIS AFFILIATE AGREEMENT (“**Agreement**”) is made effective as of _____, by and between Blu Tech Technology LLC, a Michigan limited liability company (“**Blu Tech**”) and _____ (“**Affiliate**”).

RECITALS

WHEREAS, Blu Tech is in the business of providing water filtration, water purification, water treatment products;

WHEREAS, Affiliate is in the business of providing content via social media to other businesses; and

WHEREAS, Blu Tech desires to retain Affiliate to act as content creator for product(s)/company promoter and Affiliate desires to provide such services to Blu Tech.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Blu Tech and Affiliate agree as follows:

1. **Definitions.** Blu Tech and Affiliate agree to the following defined terms:
 - A. **Confidential Information.** “Confidential Information” shall mean any confidential and proprietary information given to Affiliate by Blu Tech, including, but not limited to, Blu Tech’s current or anticipated product information, pricing information, details of this agreement and other matters that is non-public, confidential and/or proprietary in nature.
 - B. **Content.** “Content” shall mean public release of creative content via videos, shorts, articles, blogs or any other means of media.
 - C. **Content Registration Form.** “Content Registration Form” shall mean the form in substantially the form of Exhibit A attached hereto which documents the agreed upon content, the products, agreed-upon specifications, the financial agreement and term.
 - D. **Eligible Sale.** “Eligible Sale” shall mean a sales of Blu Tech’s products, that have not been returned, cancelled or charged back within 45 days.



- E. **Products.** “Products” shall mean the water filtration/purification/treatment systems, water filters, or any other products provided by Blu Tech.
- F. **Commissions.** “Commissions” shall mean a fee paid for Eligible Sales that are associated with the content created by the Affiliate for water filtration/purification/treatment systems, water filters, or any other products provided by Blu Tech.

2. **Affiliate Services.** Affiliate agrees to act as an independent representative for Blu Tech and to offer, on behalf of Blu Tech, the Products to potential customers.

2.1 **General Duties.** Affiliate agrees, in the normal course of business, to use its best efforts to produce Brand supportive content and represent Blu Tech publicly in a positive and professional manner. The Affiliate shall comply with all Blu Tech policies and directives as implemented from time to time and with generally accepted standards of business ethics and professional conduct.

2.2 **Content Approval.** The Affiliate agrees to partner with Blu Tech to create content as per the agreed-upon specifications, including platforms, number of productions, keywords, content creation timelines, and length. All content requirements will be discussed and signed within this Agreement before creation, publication, or payment. All content created by the Content Creator shall be subject to approval by Blu Tech prior to official publication.

2.3 **Termination – Fail to Perform.** If Affiliate does not provide Content per the Content Registration Form to the agreed-upon specifications within 30 days of this agreement, unless otherwise documented, and the Content Creator agrees if they fail to do so, the Content Creator authorizes payment to Blu Tech for the difference between Content Creator product acquisition cost and the product(s) MSRP, by way of paying an invoice for the difference.

2.4 **Termination – Misrepresentation.** If Affiliate does not use its best efforts to produce Brand supportive content and represent Blu Tech publicly in a positive and professional manner, comply with all Blu Tech policies and directives as implemented from time to time with generally accepted standards of business ethics and professional conduct, the Content Registration Form shall be terminated, and any subsequent Eligible Sales will no longer be considered for Commissions, and this will immediately terminate any obligation of Blu Tech to pay Commissions to Affiliate, even if Eligible Sales are received by Blu Tech post the termination.



2.5 **Exclusive Referrals.** The Affiliate agrees to exclusively represent Blu Tech Products that are currently provided, discussed, or anticipated. Any violation of this exclusivity will result in Termination – Misrepresentation. Any potential conflicts that the Affiliate has with respect to Blu Tech and any other provider of Products should be spelled out in the Potential Customer Registration Form.

3. **Referral Fees.**

3.1 **Compensation; Calculation of Compensation.** The compensation that will be paid to Affiliate, including fees to be paid for (“Eligible Sales”), are as set forth on the attached Content Registration Form. Blu Tech’s calculation of any and all Commissions under this Agreement will be conclusive and binding upon Affiliate.

3.2 **Payment of Referral Fees.** The affiliate agrees they are to wait forty-five (45) days for payment and must have over the One Hundred Dollars (\$100.00) threshold in order to receive affiliate payouts.

3.3 **Payment Method.** The affiliate agrees to be paid via PayPal.

3.4 **Return of Fees.** If Blu Tech grants a return, a credit, a rebate, an allowance, or refunds any portion of funds on which Blu Tech paid a Commission to Affiliate then the Affiliate agrees to repay that portion of the Referral Fee attributable to the return or refund to Blu Tech within ten (10) business days of notice from Blu Tech. Alternatively, Blu Tech may elect to offset the amount of any such repayment against any future Referral Fee or any other compensation owed by Blu Tech to Sales Referrer.

3.5 **Contract Requirement.** No Commissions shall be paid to Affiliate for any Eligible Sales unless Affiliate has executed a valid and enforceable Content Registration Form with Blu Tech.

4. **Affiliate Duties.** The Affiliate recognizes and acknowledges that its relationship with Blu Tech will provide it with specialized knowledge, which, if used in competition with Blu Tech will cause irreparable harm to Blu Tech. The non-compete, non-solicitation, and confidentiality agreements set forth herein are essential terms for Blu Tech and material to its execution of this Agreement. Accordingly, Affiliate agrees as follows:

4.1 **Non-compete.** During the term of this Agreement and for a period of two (2) years after its termination for any reason, Affiliate will not, directly or indirectly, engage or invest in, own, manage, operate, finance, control or participate in the ownership, management, operation, financing or control of, be employed by, associated with or in any manner connected with, or render services or advice or other aid to, or guarantee any



obligation of, any person engaged in or planning to become engaged in any business that provides the Products or any anticipated products of Blu Tech, anywhere within the United States.

4.2 **Non-solicitation.** During the term of this Agreement and for a period of two (2) years after its termination for any reason, Affiliate will not, directly or indirectly, (i) induce or attempt to induce any employee of Blu Tech to leave the employment of Blu Tech; (ii) in any way interfere with the relationship between Blu Tech and any such employee of Blu Tech; (iii) employ or otherwise engage as an employee, independent contractor or otherwise any such employee of Blu Tech; or (iv) induce or attempt to induce any Customer, potential customer, supplier, licensee or other person to cease doing business with Blu Tech or in any way interfere with the relationship between any such Customer, potential customer, supplier, licensee or other business entity and Blu Tech.

4.3 **Confidentiality.** Affiliate agrees that the Confidential Information provided to Affiliate is non-public, confidential and/or proprietary in nature, and that inappropriate disclosure by the Affiliate of any such Confidential Information would cause irreparable harm to Blu Tech. Affiliate agrees to: (a) hold all Confidential Information in strict confidence; (b) not replicate any Confidential Information; and (c) not disclose or otherwise distribute or disburse any Confidential Information to any other person or party, including, but not limited to competitors of Blu Tech or other persons reasonably recognized to be inappropriate recipients. Additionally, Affiliate agrees not to use any such Confidential Information for any purpose other than in connection with or in furtherance of Sales Referrers business relationship with Blu Tech. Affiliate agrees that upon the termination of this Agreement for any reason, Affiliate will immediately return all Confidential Information and any other property of Blu Tech to Blu Tech.

4.4 **Damages.** Affiliate acknowledges and agrees that the restrictions in the Agreement are reasonable and appropriate in scope and in all other respects. In the event that Affiliate is threatening to breach or is in breach of any provision contained in Section 4 of this Agreement, Affiliate agrees that it will not be possible to adequately measure the loss suffered by Blu Tech, and that because of the competitive nature of the industry, the injury to Blu Tech resulting from a breach of this Agreement will be irreparable. Therefore, Blu Tech will be entitled to a temporary restraining order and preliminary and permanent injunctive relief to halt any actual or threatened violation of this Agreement, as well as any measurable damages sustained. Affiliate also agrees that if Affiliate is determined by a court to have violated its obligations under this Section 4 that Affiliate will reimburse Blu Tech for all costs, including actual attorney fees, incurred by Blu Tech in the enforcement of such Sections. Affiliate understands and agrees that any future employer and/or any business Affiliate owns may be additionally liable for damages arising out of any breach of this Agreement.



4.5 **Independent Contractor Status.** The Parties agree that the Affiliate is acting as an independent contractor and as such sets his/her/its own schedule, work rules and goals and is responsible for all costs, including taxes, related to his/her/ its business activities. Blu Tech shall issue a Form 1099 to Affiliate for any compensation, including any Commissions, paid pursuant to this Agreement. Affiliate acknowledges that Blu Tech has no obligation to and will not withhold taxes of any kind or nature with respect to any compensation, including Commissions, paid pursuant to this Agreement. This Agreement does not create a joint venture, partnership or any other type of business enterprise between Blu Tech and Affiliate and under no circumstances will Affiliate be considered to be Blu Tech's agent or employee. Nothing in this Agreement shall prevent Blu Tech from contacting any Customers or potential customers for any reason whatsoever. They will file the appropriate tax forms with the IRS and hold Blu Technology LLC harmless if they neglect to do the proper reporting to the IRS for tax purposes.

5. **Term and Termination.**

5.1 **Term.** This Agreement shall continue in force until terminated by either party in accordance with Section 6.2.

5.2 **Termination.** This Agreement can be terminated by either party by providing ninety (90) days prior written notice of such termination to the other party; provided, however, that Blu Tech may terminate this Agreement immediately by written notice to Affiliate in the event that Blu Tech determines in its sole discretion that Affiliate is taking actions that are, or could reasonably, damage its reputation or goodwill.

5.3 **Post-Termination.** In the event of the expiration or earlier termination of this Agreement, all compensation due to Affiliate under this Agreement shall be calculated as of the date of such expiration or earlier termination. With respect to the calculation of Commission, such amount will be calculated based only on payments received by Blu Tech for Eligible Sales prior to the date of such expiration or earlier termination. Such Commissions shall be paid in accordance with the terms of Section 3. Blu Tech and Affiliate hereby acknowledge and agree that in no event shall Affiliate be entitled to any post-termination Commission, or any other referral based fee or any other compensation, for any reason whatsoever.

6. **Enforceability.** The invalidity or unenforceability of any provision hereof or part thereof will in no way affect the validity or enforceability of any other provisions or terms. An arbitrator or court shall modify any invalid or unenforceable provision under this Agreement to the least extent necessary to make the provision enforceable.



7. **Entire Agreement; Amendments.** This Agreement contains the entire agreement of the Parties on this subject matter and supersedes all previous agreements oral or written regarding its subject matter. This Agreement may be changed only by an agreement in writing signed by the Party against whom enforcement is sought.

8. **Waiver.** The waiver by one Party of a breach of any provision of this Agreement by the other Party will not operate or be construed as a waiver of any other or subsequent breach.

9. **Arbitration.** Any dispute under this Agreement shall be resolved by binding arbitration conducted by a single arbitrator selected by the Parties in Grand Rapids, Michigan. If the Parties cannot agree on a single arbitrator, either Party may direct the American Arbitration Association to appoint an arbitrator. The arbitration will be governed by the commercial arbitration rules of the American Arbitration Association and the laws of the State of Michigan and the award shall assess costs and attorney fees to the prevailing party and shall be enforced by any court with jurisdiction. Affiliate and Blu Tech consent to jurisdiction of a court of competent jurisdiction sitting Kalamazoo, Michigan, for any injunctive relief or entry of judgment upon determination of an arbitration award.

10. **Notices.** All notices hereunder shall be in writing and shall be delivered either personally, by registered mail, return receipt requested, or by overnight courier service. Notice shall be sent to the address set forth below the addressee's signature to this Agreement or at such other address, as the addressee shall have theretofore designated. Notice shall be deemed duly given when actually received or refused by the addressee.

11. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns. Affiliate may not assign this Agreement or delegate the performance hereunder without Blu Tech's prior written consent, which may be withheld in Blu Tech's sole discretion. Reorganization or a change in control of Affiliate shall be deemed to be an assignment.

12. **Counterparts.** This Agreement may be executed in one or more counterparts which when taken together shall be deemed to be one instrument and facsimile signatures on any such counterparts shall be deemed an original signature.

13. **Authority.** Neither Blu Tech nor Affiliate shall have the right, power or authority to bind the other in any way whatsoever. Each of Blu Tech and Affiliate agrees to indemnify the other for any contracts entered into without authorization.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date and year indicated above.

Blu Tech Technology LLC

By: _____

Dated: _____

Name: Corbin Collet
Title: President, Blu Tech Technology LLC
Address: 692 S. 8th Street, Kalamazoo, MI 49009
Email Address: ccollet@goblutech.com

Affiliate: _____

Dated: _____

By: _____

Name: _____

Title: _____

Address: _____

Email Address: _____



Exhibit A

CONTENT REGISTRATION FORM

(Blu Tech signed agreement, required to receive payment)

Content to be Provided:

(Provided by Affiliate)

- 1) Full Length Video – You Tube
- 2) Podcast featuring Blu Technology
- 3) 3 Shorts on other Social Media Platforms

Product to be provided:

(Provided by Blu Tech)

- 1) AR3 ELITE Bundle: AR3 System, Water Softener, 25’ Hose, (2) 5’ Hoses, Regulator, Spitter and 90 Adapter

Discount Provided:

(Provided by Blu Tech for Content)

- 1) 40% Discount off of the Blu Technology listed price

Referral Date:

(Date of submission)

Submitted By:

(Affiliate Name and Signature)

Accepted By :

(Blu Tech President or Designee)

Date of Acceptance:

(Blu Tech President or Designee)

Notes: The You Tube Video release date is approved for 90 days post receipt of product. Podcast release date is approved for 180 days post receipt of product.

For each “Content Registration Form” submitted and accepted, the “Affiliate” is eligible for “Referral Fee” payments for defined products as outlined in the basic agreement between the parties, effective post the date on this agreement.