

AFFILIATE PROGRAM AGREEMENT

OMTAT CORPORATION

Effective Date: _____

This Affiliate Program Agreement ("Agreement") is entered into between **Omtat Corporation** ("Company," "we," "our," or "us") and the individual or business applying to become an Affiliate ("Affiliate," "you," or "your").

By submitting an application or participating in the Omtat Corporation Affiliate Program, you acknowledge that you have read, understood, and agree to be bound by this Agreement.

1. Program Overview

The Omtat Corporation Affiliate Program allows approved affiliates to earn commissions by referring customers who purchase eligible products through their unique affiliate links.

Participation in this program does not create any employment, partnership, franchise, agency, or joint venture relationship between the Company and the Affiliate.

2. Eligibility

To participate, you must:

- Be at least 18 years of age.
- Complete the Affiliate Application.
- Provide accurate contact and payment information.
- Operate in compliance with all applicable laws.
- Receive written approval from Omtat Corporation.

Omtat Corporation reserves the right to approve or reject any application at its sole discretion.

3. Affiliate Responsibilities

Affiliates agree to:

- Promote Omtat Corporation honestly and professionally.
- Use only approved marketing materials.
- Accurately represent products and services.

- Follow all advertising laws and platform policies.
- Disclose affiliate relationships where required by law (including FTC guidelines in the United States).
- Maintain professional conduct when representing the Company.

4. Commission Structure

Affiliates earn commissions based on verified qualifying sales.

Commission Tiers

Monthly Qualified Sales Commission Rate

\$0 – \$2,499	10%
\$2,500 – \$9,999	12%
\$10,000 and above	15%

Commission rates may be modified by Omtat Corporation with advance notice.

5. Qualified Sales

A Qualified Sale is a completed purchase that:

- Is made through OmtatCorporation.com
- Has affiliate associate ID# linked to the order.
- Has been successfully paid.
- Has not been canceled or refunded.
- Is not fraudulent.
- Is not subject to a payment dispute or chargeback.
- Meets all program requirements.

6. Payment Schedule

Approved commissions are paid monthly.

Payment will generally be issued on or before the **15th day of each month** for approved commissions earned during the previous month.

Minimum payout:

\$50.00

Balances below the minimum payout will roll over to the following month.

7. Payment Methods

Available payment options include:

- Bank Zelle
- Bank Electronic Deposit
- Cash App

Affiliates are responsible for providing accurate payment information.

8. Taxes

Affiliates are independent contractors.

The Affiliate is solely responsible for:

- Federal taxes
- State taxes
- Local taxes
- Self-employment taxes (if applicable)

The Company does not withhold taxes on affiliate commissions.

10. Marketing Guidelines

Affiliates may:

- ✓ Create honest product reviews.
- ✓ Publish educational content.
- ✓ Promote approved coupon codes.
- ✓ Link directly to product pages.

11. Prohibited Activities

Affiliates may NOT:

- Send unsolicited commercial email (spam).
- Use cookie stuffing.
- Purchase fake traffic.
- Generate fraudulent orders.
- Use bots or automated purchasing.
- Bid on Omtat Corporation trademarks in paid advertising without written permission.
- Misrepresent products, pricing, or promotions.
- Make false claims regarding software capabilities.
- Use deceptive advertising.
- Publish fake reviews.
- Create websites or social media accounts impersonating Omtat Corporation.

12. Intellectual Property

All trademarks, logos, graphics, product images, and marketing materials remain the exclusive property of Omtat Corporation or their respective owners.

Affiliates receive a limited, revocable, non-exclusive license to use approved promotional materials solely for participation in the Affiliate Program.

13. Customer Ownership

Customers referred through the Affiliate Program become customers of Omtat Corporation.

The Company maintains ownership of:

- Customer accounts
- Customer information (subject to applicable privacy laws)
- Sales records
- Customer service relationships

14. Refunds & Chargebacks

If a qualifying purchase is:

- Refunded
- Charged back
- Canceled
- Determined to be fraudulent

the associated commission may be reduced, reversed, or withheld.

15. Confidential Information

Affiliates agree not to disclose confidential business information, including:

- Commission reports
- Internal pricing
- Marketing strategies
- Sales data
- Customer information
- Non-public business operations

This obligation survives termination of the Agreement.

16. Independent Contractor Status

Nothing in this Agreement creates:

- Employment
- Partnership
- Agency
- Franchise
- Joint venture

The Affiliate acts solely as an independent contractor.

17. Termination

Either party may terminate participation at any time by providing written notice.

Omtat Corporation may immediately terminate an Affiliate for:

- Fraud
- Abuse of the program
- Violation of this Agreement
- Misrepresentation
- Illegal activity
- Conduct that harms the Company's reputation

Upon termination, the Affiliate must discontinue use of all Company trademarks, logos, and promotional materials.

18. Limitation of Liability

To the fullest extent permitted by law, Omtat Corporation shall not be liable for indirect, incidental, consequential, special, or punitive damages arising from participation in the Affiliate Program.

The Company's total liability shall not exceed the amount of unpaid commissions owed to the Affiliate.

19. Modification of Agreement

Omtat Corporation reserves the right to modify this Agreement, commission rates, program requirements, or promotional policies.

Material changes will become effective after reasonable notice is provided to affiliates.

Continued participation constitutes acceptance of the updated Agreement.

20. Governing Law

This Agreement shall be governed by the laws of the **State of Florida**, without regard to its conflict-of-law principles.

Any disputes shall be brought in the appropriate state or federal court located in Florida, unless otherwise required by applicable law.

21. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the Affiliate Program and supersedes all prior discussions or agreements relating to the program.

Affiliate Acknowledgment

By participating in the Omtat Corporation Affiliate Program, I acknowledge that:

- I have read this Agreement.
- I understand the terms and conditions.
- I agree to comply with all program policies.
- I understand that commissions are earned only on verified qualifying sales.

***Sign and email back to Admin@OmtatCorporation.com, with Subject: Affiliate Program**

Affiliate Information

Affiliate Name: _____

Business Name (if applicable): _____

Website: _____

Email Address: _____

Phone Number: _____

Signature: _____

Date: _____

Omtat Corporation

Authorized Representative:

Title:

Date:
