Deal Flow Labs.

Affiliate Partnership Agreement

Deal Flow Labs × Affiliate Partner

This Affiliate Partnership Agreement (this **"Agreement"**) is made as of ____________, 20___ (the **"Effective Date"**) between **Deal Flow Labs** ("**DFL**"), a Wyoming limited liability company at 30 N Gould St Ste N, Sheridan, WY 82801, and Affiliate Partner ("**Partner**"), a ____________ company at ________________________. Each is a **"Party."**

1. Background

DFL provides **"Alex,"** an AI employee that works a client's inbound leads end-to-end via voice, SMS, and email, 24/7, so every lead is contacted, qualified, and followed up and nothing slips through the cracks. DFL does not do lead generation. Partner is a marketing and lead-generation agency that delivers inbound lead flow but does not do lead conversion. Because their services are complementary and non-competing, the Parties are entering a referral partnership in which Partner refers clients to DFL for Alex, with a shared focus on home-services businesses (roofing, HVAC, plumbing, and similar trades).

2. Definitions

(a) "Referred Client" means a business that becomes a paying DFL customer and is credited to Partner under Section 4. Referred Client also includes any **Affiliate** of that business that becomes a paying DFL customer for Alex as a result of the original referral, whether at the same time or later. **"Affiliate"** means a business that (i) controls, is controlled by, or is under common control with the Referred Client (where "control" means direct or indirect ownership of fifty percent (50%) or more of the voting or equity interests, or the power to direct management); or (ii) shares an owner, member, or principal with the Referred Client who holds an ownership interest of twenty-five percent (25%) or more in both businesses. For clarity, a business owned by a different, unrelated person is not an Affiliate, even if introduced by word of mouth. Each Affiliate that becomes a paying customer is treated as its own Referred Client for Commission purposes.

(b) "Referral Link" means the unique, personalized tracking link (or code/landing page) DFL gives Partner to identify prospects it refers.

(c) "Warm Hand-Off" means an introduction by Partner to DFL of a lead or client that needs Alex, made and documented as described in Section 3.2.

(d) "MRR" means all recurring revenue actually received by DFL from a Referred Client for Alex, **including recurring usage-based call, SMS, and telephony charges**, net of taxes, payment-processing fees, refunds, credits, and chargebacks, and excluding one-time fees (setup, onboarding, professional services) unless agreed in writing.

(e) "Lifetime" means the entire period a Referred Client remains a paying DFL customer, starting on its first payment. **A temporary cancellation, suspension, delinquency, or later reactivation will not eliminate Partner's commission rights**, provided the client reactivates within twelve (12) months of the lapse; a reactivation after that period is treated as a new relationship. Commission is not earned for any month in which no MRR is received.

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3. Referral Mechanics

3.1 Referral Link. DFL will issue Partner a unique Referral Link so DFL can identify which prospects come from Partner, and will maintain reasonable systems to track sign-ups and conversions tied to it. Partner may share the link in its outreach, proposals, and communications.

3.2 Warm Hand-Off. Partner may also refer clients by Warm Hand-Off, which may be made **by phone, text message, or email**. To qualify, the hand-off must be confirmed to DFL in writing (email or text is sufficient) at or before the time of introduction (or, if initiated by phone, within two (2) business days afterward), and must identify: (i) the prospect's business name; (ii) a contact name; (iii) a phone number or email address for the prospect; and (iv) the date of the introduction. A hand-off meeting these requirements is credited to Partner under Section 4 even if the Referral Link is not used.

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4. Attribution

4.1 Crediting. A prospect is credited as Partner's Referred Client if, at or before its first engagement with DFL, it either (a) used Partner's Referral Link or (b) was the subject of a qualifying Warm Hand-Off under Section 3.2.

4.2 Active Pipeline. A prospect will be considered part of DFL's active pipeline only if DFL had documented, direct communication with the prospect regarding Alex within the previous ninety (90) days. DFL must notify Partner within five (5) business days of receiving a referral if it believes the prospect was already in its active pipeline. Otherwise, the referral will be credited to Partner.

4.3 Affiliates. Where a Referred Client's Affiliate (as defined in Section 2(a)) adopts Alex as a result of the original referral, that Affiliate is credited to Partner without the need for a separate referral, and Partner earns the Commission on that Affiliate's MRR on the same terms.

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5. Compensation

5.1 Commission. For each Referred Client that becomes a paying DFL customer, DFL will pay Partner a commission of **twenty percent (20%) of the Lifetime MRR** DFL actually receives from that client (the “Commission”), earned each month for as long as the client remains active and generates MRR.

5.2 Payment & Reporting. Commissions are calculated and paid monthly, within **fifteen (15) days** after each month-end, by ACH or as agreed. Each payment includes a statement of each Referred Client, MRR received, and Commission owed. Partner may request supporting documentation to verify calculations up to once per quarter on reasonable notice.

5.3 Clawback. Commissions are owed only on MRR actually received and retained by DFL. If a Referred Client’s payment is refunded, charged back, or reversed, DFL may deduct the corresponding Commission from future commission payments **after providing reasonable supporting documentation**. **No clawback will apply to refunds caused by DFL’s service failure.** Where the adjustment arises from a chargeback, fraud, or client non-payment and no future commission payments remain within six (6) months, DFL may invoice Partner for the outstanding amount; otherwise Partner will not be required to repay Commissions by invoice.

5.4 Pricing Changes. DFL sets and may change its pricing at its sole discretion, including subscription rates and usage-based call, SMS, and telephony charges. Because the Commission is calculated on MRR actually received, it adjusts automatically with any price change, and a price increase or decrease is not a breach of this Agreement. DFL will give Partner reasonable advance notice of any material pricing change affecting Referred Clients.

5.5 Taxes. Each Party bears its own taxes. Partner will provide a completed IRS Form W-9 (or equivalent) before its first payment.

6. Conduct & Compliance

6.1 Partner Conduct. Partner will (a) describe DFL and Alex truthfully and consistently with materials DFL provides, making no unauthorized guarantee or claim; (b) comply with all applicable laws in its marketing and referral activities and not send unsolicited communications on DFL’s behalf; and (c) not enter contracts, quote pricing, or otherwise bind DFL. DFL sets its own pricing, contracts directly with each client, and decides whether to accept any client and on what terms.

6.2 DFL Responsibility for Alex. DFL is solely responsible for the operation and legal compliance of Alex, including its calls, text messages, emails, recordings, automated communications, consent management, opt-out procedures, data processing, and compliance with applicable telemarketing, privacy, recording, and electronic-communications laws.

6.3 Lead Sourcing & Consent. DFL’s responsibility under Section 6.2 covers Alex’s operation and does not extend to how leads are collected or sourced. Partner is responsible for ensuring that leads it generates are lawfully collected and that any consents required to contact them are validly obtained, accurately recorded, and passed through, and each client is responsible for the leads it provides to DFL. Neither Party is responsible for the other’s failure to comply with this Section.

7. Confidentiality

Each Party will use the other's non-public information (including client lists, pricing, and the terms of this Agreement) only to perform this Agreement, protect it with at least reasonable care, and not disclose it except to personnel or advisors under comparable obligations. This does not cover information that is public through no fault of the receiving Party, already known without restriction, or independently developed, or that must be disclosed by law (with reasonable prior notice where permitted).

8. Non-Circumvention

During the Term and for twelve (12) months afterward, neither Party will knowingly circumvent the other to avoid Commissions, nor solicit the other's clients introduced under this Agreement in a way that competes with the other's core services (DFL will not offer lead generation in competition with Partner; Partner will not offer AI lead-conversion services in competition with DFL). This does not restrict either Party's general marketing or its dealings with clients it independently sourced.

9. Term, Termination & Commission Tail

9.1 Term. This Agreement starts on the Effective Date and continues until terminated. Either Party may terminate for convenience on thirty (30) days' written notice, or immediately if the other materially breaches and fails to cure within fifteen (15) days of written notice, or becomes insolvent.

9.2 Commission Tail. Termination does not affect Partner's right to keep receiving the Commission on any Referred Client that closed on or before the termination date, for as long as that client remains an active paying DFL customer (subject to Section 5.3).

9.3 Pending Referrals. A prospect properly referred before termination will remain eligible for Commission if it becomes a paying DFL customer within **ninety (90) days** after termination, on the same terms.

9.4 Forfeiture. Existing commission rights may be forfeited only where the specific referral resulted from Partner's proven fraud, knowing unlawful conduct, or intentional material misrepresentation. An unrelated breach or dispute will not eliminate commissions on valid referrals.

9.5 On Termination. Partner stops using the Referral Link for new prospects, and each Party returns or destroys the other's confidential information on request. Sections 2, 5.3, 6.2, 6.3, 7, 8, 9.2, 9.3, 9.4, and 10 survive.

10. General

(a) Independent Contractors. The Parties are independent contractors; this Agreement creates no partnership (in the legal sense), joint venture, employment, or agency relationship, and neither may bind the other.

(b) Trademarks. Each Party may use the other's name and logo solely to identify the referral relationship, per the owner's brand guidelines; no other rights are granted. Neither will make public statements about this Agreement without the other's consent, except to identify each other as partners in ordinary marketing.

(c) No Guarantees. Neither Party warrants results, revenue, or the number or quality of referrals; DFL does not guarantee any prospect will close, and Partner does not guarantee lead performance.

(d) Liability Cap. Except for breaches of confidentiality, misuse of IP, or indemnity obligations, neither Party is liable for indirect or consequential damages, and each Party's total liability will not exceed the Commissions paid or payable in the twelve (12) months before the claim.

(e) Indemnity. Each Party will indemnify the other against third-party claims to the extent caused by its material breach, gross negligence, willful misconduct, knowing violation of law, data breach, or infringement of third-party intellectual-property rights. DFL will specifically indemnify Partner for claims arising from Alex, DFL's calls, texts, emails, recordings, data processing, technology, or legal compliance, except to the extent the claim arises from leads that were not lawfully collected, or for which required consents were not validly obtained or accurately passed through, by Partner or a client, in which case Section 6.3 governs responsibility.

(f) Governing Law & Disputes. This Agreement is governed by the laws of the State of Wyoming ______________, without regard to its conflict-of-laws rules. Any court proceeding will take place in Sheridan County, Wyoming. Before filing a claim, the Parties will attempt in good faith to resolve the dispute for at least thirty (30) days.

(g) Assignment & Successors. Neither Party may assign this Agreement without the other's consent, except to a successor by merger or sale of substantially all assets. **Any successor, buyer, or assignee of DFL or the Alex product must assume all existing commission, reporting, and payment obligations. A sale, merger, product transfer, company rename, or billing-entity change will not terminate or reduce Partner's commission rights.**

(h) Miscellaneous. This is the entire agreement on its subject matter and may be amended only in a writing signed by both Parties; notices are in writing and effective on receipt, including by email, and either Party may update its notice address by giving written notice to the other; and it may be signed in counterparts and electronically. If any provision is unenforceable, the rest remains in effect.

Signatures

By signing below, each Party agrees to be bound by this Agreement as of the Effective Date.

Deal Flow Labs

By: ________________________

Name: ____________________

Title: _____________________

Date: _____________________

Affiliate Partner

By: ________________________

Name: ____________________

Title: _____________________

Date: _____________________

Exhibit A: Commission Summary & Example

Commission	20% of Lifetime MRR of each Referred Client
Counts as a referral	Partner's personalized Referral Link, or a qualifying Warm Hand-Off (phone, text, or email, confirmed in writing)
Sister companies	A Referred Client owner's other business (50%+ common control, or a 25%+ shared owner) that adopts Alex from the original referral is credited to Partner; unrelated friend referrals are not covered
Duration	Paid every month the client stays a paying DFL customer; a temporary lapse and reactivation within 12 months does not reset it
Frequency	Monthly, within 15 days after month-end
Basis	All recurring revenue actually received by DFL, including usage-based call/SMS charges; excludes one-time setup fees, taxes, refunds, chargebacks

After termination	Closed clients keep paying out; pending referrals count if they close within 90 days