

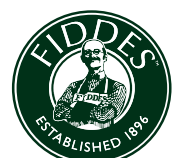
Fiddes & Sons

Affiliate Declaration

Please sign and send this document to affiliates@fiddes.co.uk in order to complete your application.

I HEREBY AGREE TO COMPLY WITH THE TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT AND CONFIRM THAT THE PAYMENT INFORMATION IS CORRECT AND UNDERSTAND THAT FIDDES & SONS LIMITED WILL NOT BE LIABLE SHOULD THIS INFORMATION BE INACCURATE.

Signature of applicant: Date:



Fiddes & Sons Affiliates: Declaration

Affiliate Programme Terms & Conditions

As an authorized affiliate (Affiliate) of Fiddes & Sons Ltd, you agree to abide by the terms and conditions contained in this Agreement (Agreement). Please read the entire Agreement carefully before registering and promoting Fiddes & Sons Ltd as an Affiliate.

Your participation in the Programme is solely to legally advertise our website to receive a commission on products purchased by individuals referred to Fiddes & Sons Ltd by your own website or personal referrals.

By signing up for the Fiddes & Sons Ltd Affiliate Programme (Programme), you indicate your acceptance of this Agreement and its terms and conditions.

1. Approval or Rejection of the Application

We reserve the right to approve or reject ANY Affiliate Programme Application in our sole and absolute discretion. You will have no legal recourse against us for the rejection of your Affiliate Programme Application.

2. Commissions & Payments

Commissions will be paid once a month via BACS. This will be within a 5 working day period of the 1st of each month.

You cannot refer yourself, and you will not receive a commission on your own accounts. There is also a limit of one commission per referral. If someone clicks the link on your site and places several orders, then you will receive a commission on the first order only.

Payments will only be sent for transactions that have been successfully completed. Transactions that result in chargebacks or refunds will not be paid out.

3. Commission rates

The commission rates will be agreed prior to this agreement being signed and approved.

4. Termination

Your affiliate application and status in the Programme may be suspended or terminated for any of the following reasons:

- Inappropriate advertisements (false claims, misleading hyperlinks, etc.).
- Spamming (mass email, mass newsgroup posting, etc.).
- Advertising on sites containing or promoting illegal activities.
- Failure to disclose the affiliate relationship for any promotion that qualifies as an endorsement under any existing applicable state laws.
- Violation of intellectual property rights. Fiddes & Sons Ltd reserves the right to require license agreements from those who employ trademarks of Fiddes & Sons Ltd in order to protect our intellectual property rights.
- Self referrals, fraudulent transactions, suspected Affiliate fraud.

In addition to the foregoing, Fiddes & Sons Ltd reserves the right to terminate any Affiliate account at any time, for any violations of this Agreement or no reason.

5. Affiliate Links

You may use graphic and text links both on your website and within in your email messages. You may also advertise online and offline classified ads, magazines, and newspapers.

You may use the graphics and text provided by us, or you may create your own as long as they are deemed appropriate and approved by Fiddes & Sons Ltd in accordance to the conditions and not in violation as outlined in Condition 4.

6. Pay Per Click (PPC) Policy

PPC bidding is NOT allowed without prior written permission.

7. Liability

Fiddes & Sons Ltd will not be liable for indirect or accidental damages (loss of revenue, commissions) due to affiliate tracking failures, loss of database files, or any results of intents of harm to the Programme and/or to our website(s).

We do not make any expressed or implied warranties with respect to the Programme and/or the memberships or products sold by Fiddes & Sons Ltd. We make no claim that the operation of the Programme and/or our website(s) will be error-free and we will not be liable for any interruptions or errors.

8. Term of the Agreement

The term of this Agreement begins upon your acceptance in the Programme and will end when your Affiliate account is terminated.

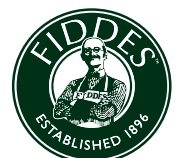
The terms and conditions of this agreement may be modified by us at any time. If any modification to the terms and conditions of this Agreement are unacceptable to you, your only choice is to terminate your Affiliate account. Your continuing participation in the Programme will constitute your acceptance of any change.

9. Indemnification

Affiliate shall indemnify and hold harmless Fiddes & Sons Ltd and its affiliate and subsidiary companies, officers, directors, employees, licensees, successors and assigns, including those licensed or authorized by Fiddes & Sons Ltd to transmit and distribute materials, from any and all liabilities, damages, fines, judgments, claims, costs, losses, and expenses (including reasonable legal fees and costs) arising out of or related to any and all claims sustained in connection with this Agreement due to the negligence, misrepresentation, failure to disclose, or intentional misconduct of Affiliate.

10. The Agreement

You indicate your acceptance of this Agreement and all of the terms and conditions contained or referenced in this Agreement by completing, signing this affiliate document and sending back to affiliates@fiddes.co.uk which sets out the legally binding terms of your participation in the Fiddes & Sons Ltd Affiliate Programme.



Fiddes & Sons Affiliates: Declaration

Payments

Please complete the form below in order for us to complete payments based on the commissions you create as an affiliate. Fiddes & Sons Ltd will not be liable should this information not contain the correct details of payment.

Name of administering organisation/individual:

Name on bank account:

Bank name:

Bank address:

Bank account number:
(IBAN for Europe)

Bank Sort Code:
(for UK payments only)

