

# AFFILIATE MARKETING AND INFLUENCER AGREEMENT

This **Affiliate Marketing and Influencer Agreement (“Agreement”)** is entered into on \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_ (“Effective Date”),

## BETWEEN:

**MINAS Company for Medical Equipment and Appliances**, a company duly organized and existing under the laws of Iraq, with its principal office located at \_\_\_\_\_ (hereinafter referred to as the “Company”);

AND

**Influencer Name:** \_\_\_\_\_

National ID No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

(hereinafter referred to as the “Influencer”).

The Company and the Influencer shall collectively be referred to as the “Parties”.

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## 1. PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which the Influencer will promote products supplied by MINAS Company through the Mobkar Application and receive commissions on eligible sales generated through the Influencer’s unique discount code.

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## 2. APPOINTMENT

The Company appoints the Influencer as a non-exclusive Affiliate Marketing Partner to promote products available on the Mobkar Application.

The Influencer accepts such appointment and agrees to perform promotional and marketing activities in accordance with this Agreement.

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### 3. REGISTRATION AND IDENTITY VERIFICATION

3.1 The Influencer must complete registration on the Mobkar website and/or application before participating in the affiliate program.

3.2 The Influencer must provide a valid National ID Card or other government-issued identification document for identity verification.

3.3 The Company reserves the right to approve or reject any registration application at its sole discretion.

3.4 The Influencer must use a bank card, MasterCard, QiCard, or other approved payment account that is registered under the same name as the verified Influencer account.

3.5 Commission payments shall only be made to the verified account belonging to the approved Influencer.

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### 4. PROMOTIONAL ACTIVITIES

4.1 The Company may provide promotional materials, product information, images, videos, and/or PR Boxes containing products for marketing purposes.

4.2 The Influencer shall actively promote Company products through social media platforms, websites, blogs, events, or other approved marketing channels.

4.3 The Influencer shall present the products accurately and shall not make false, misleading, or unsubstantiated claims regarding any product.

4.4 The Influencer shall comply with all applicable advertising, consumer protection, and social media regulations.

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### 5. DISCOUNT CODE

5.1 The Company shall provide the Influencer with a unique discount code.

5.2 Customers using the Influencer's discount code shall receive a discount equal to fifteen percent (15%) of the product price, unless otherwise modified by the Company.

5.3 The discount code remains the property of the Company and may be modified, suspended, or terminated at any time.

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## 6. COMMISSION STRUCTURE

6.1 The Influencer shall receive a commission equal to ten percent (10%) of the net value of eligible sales generated through the Influencer's discount code.

6.2 A sale shall be considered eligible only when:

- a) The customer places an order using the Influencer's discount code;
- b) The order is successfully delivered to the customer;
- c) Payment for the order has been successfully collected and confirmed by the Mobkar Application management team.

6.3 Commissions shall not be payable for:

- a) Cancelled orders;
- b) Rejected orders;
- c) Returned products;
- d) Fraudulent transactions;
- e) Any transaction that has not been fully completed and paid.

6.4 The Company's records and the Mobkar Application sales reports shall be final and binding for determining commission eligibility.

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## 7. COMMISSION PAYMENT

7.1 Commissions shall be calculated monthly.

7.2 Payment shall be made within thirty (30) days after the end of each commission period, unless otherwise agreed in writing.

7.3 The Company may withhold payment if fraud, abuse, or violation of this Agreement is suspected.

7.4 The Influencer is solely responsible for any taxes, fees, or governmental obligations arising from commission payments.

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## 8. INTELLECTUAL PROPERTY

8.1 The Company grants the Influencer a limited, non-transferable, and revocable right to use Company trademarks, logos, product images, and marketing materials solely for promotional purposes under this Agreement.

8.2 All intellectual property rights remain the exclusive property of the Company.

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## 9. PROHIBITED ACTIVITIES

The Influencer shall not:

- a) Make false or misleading statements about the Company or its products;
- b) Engage in fraudulent sales practices;
- c) Use spam marketing techniques;
- d) Misrepresent prices, discounts, or product benefits;
- e) Use unauthorized trademarks or copyrighted materials.

Any violation may result in immediate termination and forfeiture of unpaid commissions.

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## 10. TERM AND TERMINATION

10.1 This Agreement shall commence on the Effective Date and continue until terminated by either Party.

10.2 Either Party may terminate this Agreement by providing seven (7) days written notice.

10.3 The Company may immediately terminate this Agreement for misconduct, fraud, policy violations, or breach of any provision herein.

10.4 Upon termination, only approved commissions earned before the termination date shall remain payable.

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## 11. CONFIDENTIALITY

The Influencer shall keep confidential all non-public information received from the Company, including business information, pricing, sales data, customer information, and marketing strategies.

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## 12. LIMITATION OF LIABILITY

The Company shall not be liable for indirect, incidental, consequential, or special damages arising from participation in the affiliate program.

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## 13. INDEPENDENT CONTRACTOR

The Influencer is an independent contractor and nothing in this Agreement shall be construed as creating an employment, partnership, joint venture, or agency relationship between the Parties.

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## 14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Iraq.

Any dispute arising under this Agreement shall be submitted to the competent courts of Erbil, Kurdistan Region, Iraq.

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## 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, understandings, or agreements regarding the subject matter herein.

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## SIGNATURES

For MINAS Company for Medical Equipment and Appliances

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Company Stamp

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Influencer

Name: \_\_\_\_\_

National ID No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_