

Affiliate Program Terms & Conditions

Version 1.1 · Effective September 26, 2026

Plain-English summary (the numbered terms below control):

- You introduce customers to Smith & Allen Consulting. You are paid only when we collect revenue from them; nothing is paid for leads, meetings, or proposals.
- A referral counts if the prospect becomes a customer within 12 months of your introduction.
- You earn **25%** of collected service revenue in the customer's first year and **15%** every year after, for as long as the customer keeps buying services from us.
- We pay monthly, by the 15th, for customer payments we received the month before.
- You see what we bill: invoice and statement copies (with the customer's consent), a year-end statement, and a Form 1099-NEC for your commissions.
- If the program ends for you for any reason other than your breach, your commissions on customers you already referred keep paying.

1. Agreement

These Affiliate Program Terms & Conditions (the “Terms”) are an agreement between Smith & Allen Consulting (“SACI,” “we,” “us”) and the individual or business that applies to the SACI Affiliate Program (the “Affiliate,” “you”). By checking the acceptance box on our affiliate sign-up form, you agree to these Terms. Your checkbox acceptance is your electronic signature and has the same effect as a handwritten signature. The Terms take effect when SACI confirms your enrollment in writing (email is fine).

2. Definitions

- a. **“Services”** means consulting, support, training, and software development services that SACI performs and bills to a customer, including managed-service and support plans billed for SACI's own labor.
- b. **“Referred Customer”** means an organization that you introduce to SACI and that SACI confirms in writing as attributed to you under Section 4.
- c. **“Collected Service Revenue”** means money SACI actually receives from a Referred Customer as payment for Services. It does not include: third-party software licenses or subscriptions (for example, Microsoft licensing), hardware, hosting or cloud-consumption charges passed through to the customer, travel and out-of-pocket expenses, sales and other taxes, late fees, interest, or amounts later refunded, credited, or reversed.
- d. **“First Year”** means the 12 months beginning on the date of SACI's first invoice to a Referred Customer for Services. Every period after the First Year is an “Ongoing Year.”

3. Eligibility and Enrollment

- a. Individuals must be at least 18 years old. Businesses must be in good standing where they are organized.
- b. SACI employees and SACI subcontractors who are currently working on a SACI engagement are not eligible.
- c. SACI may accept or decline any application in its discretion.

- d. Before we can pay you, you must give us a completed IRS Form W-9 through the secure method we provide. Do not send your Social Security number or taxpayer ID through our website forms or by ordinary email.
- e. You must keep your contact and payment information current.

4. Referrals and Attribution

- a. To refer a prospective customer, tell SACI in writing (email is fine) who they are and how to reach them, or introduce us directly with SACI copied.
- b. SACI will confirm in writing whether the referral is attributed to you. A prospect will not be attributed to you if, at the time of your introduction, it is already a SACI customer, was a SACI customer in the prior 24 months, or is already in active discussions with SACI.
- c. **12-month referral window.** A referral counts only if the prospect becomes a customer within 12 months after SACI receives your written introduction, meaning SACI issues its first invoice to the prospect for Services within that 12-month period. If it does not, the referral expires and no commission is owed on that prospect, although you may introduce it again later if it is not then in active discussions with SACI. Once a prospect becomes a Referred Customer within the window, the 12-month limit no longer applies and commissions continue as described in Section 5.
- d. If more than one affiliate introduces the same prospect, the affiliate whose written introduction SACI received first gets the credit.
- e. **You are paid only on Collected Service Revenue.** No commission or fee is earned for a lead, an introduction, a meeting, a proposal, or a signed contract until SACI actually collects payment for Services.
- f. SACI keeps the records used to determine attribution and commissions. If you believe a record is wrong, tell us in writing within 90 days of the statement concerned and we will review it in good faith.

5. Commissions

Period	Commission
First Year	25% of Collected Service Revenue
Each Ongoing Year	15% of Collected Service Revenue

- a. Commissions continue for as long as the Referred Customer continues to buy Services from SACI (the life of the customer relationship), subject to Section 11.
- b. The rate is set by when SACI collects the payment, not when the Services were performed or invoiced: payments collected during the First Year earn 25%, and payments collected after it earn 15%.
- c. If SACI refunds, credits, or reverses a payment on which you were paid a commission, SACI may deduct that commission from your future commissions. If no future commissions are expected, you agree to repay it within 30 days of our written request.
- d. SACI alone decides whether to accept a customer, what Services to provide, and what to charge. Commission rates are not affected by discounts SACI chooses to give; they are calculated on what SACI actually collects.

6. Payment

- a. SACI pays commissions monthly. Commissions on Collected Service Revenue received during a calendar month are paid by the 15th day of the following month. If the 15th is a weekend or bank holiday, payment is made on the next business day.

- b. If SACI receives no payment from your Referred Customers in a month, no commission is due for that month.
- c. Payments are made by ACH direct deposit or check, as you choose during enrollment.
- d. Each payment comes with a statement listing each Referred Customer payment received, the invoice(s) it applied to, the Collected Service Revenue, the commission rate, and the commission amount.
- e. Commissions are not paid until SACI has your completed Form W-9. Commissions earned before then are held and paid with the first payment after we receive it.

7. Transparency and Reporting

- a. **Invoice and statement copies.** SACI will tell each Referred Customer about your affiliate relationship and ask for its consent to copy you on the invoices and account statements SACI sends it. If the customer consents, SACI will copy you. If it declines, SACI will instead give you a summary with each invoice's number, date, and Services amount billed and collected, without the invoice detail.
- b. **Year-end statement.** By January 31 each year, SACI will give you a statement of the Services billed to, and Collected Service Revenue received from, each of your Referred Customers during the prior year, along with the commissions paid to you.
- c. **Form 1099-NEC.** SACI will issue you an IRS Form 1099-NEC for commissions paid to you each year, when required by IRS rules.
- d. Customer invoices, statements, and summaries are Confidential Information under Section 10.

8. Taxes

You are responsible for all income, self-employment, and other taxes on the commissions you receive. SACI does not withhold taxes from commissions unless the law requires it (for example, backup withholding when a valid Form W-9 is not on file).

9. How You Represent SACI

- a. **Be accurate.** Describe SACI's Services truthfully and only as described in SACI's published materials. Do not promise pricing, delivery dates, results, or contract terms on SACI's behalf.
- b. **Disclose the relationship.** When you recommend SACI, tell the person that you may receive a commission. This is required by the Federal Trade Commission's Endorsement Guides.
- c. **Follow the law.** Follow all applicable laws, including anti-spam and telemarketing laws (for example, the CAN-SPAM Act and the Telephone Consumer Protection Act) and privacy laws. Do not send unsolicited bulk email or make unsolicited automated calls or texts promoting SACI.
- d. **No conflicts or kickbacks.** Do not refer an organization where you are an employee, officer, or advisor with influence over its purchasing decisions unless you have disclosed the commission to that organization and it has approved it in writing. Do not offer or share any part of your commission with a person who makes buying decisions for a Referred Customer.
- e. **Search and social advertising.** Do not bid on "Smith & Allen Consulting," "SACI," or confusingly similar terms in paid search, and do not create websites, domains, or social accounts that could be mistaken for SACI's.

10. Confidentiality and Use of SACI's Name

- a. "Confidential Information" means non-public information you receive through the program, including customer identities, invoices, statements, pricing, and business information. You will use it only to take part in the program, will not disclose it to anyone else, and will protect it with at least reasonable care. This duty continues for three years after the program ends for you, and for as long as the information remains a trade secret.
- b. SACI gives you a limited, revocable, non-exclusive permission to use SACI's name and the materials SACI provides to you, only to promote SACI under these Terms. SACI may ask you to change or stop any use at any time.

11. Term and Termination

- a. These Terms continue until ended by either party. Either party may end your participation for any reason with 30 days' written notice.
- b. SACI may end your participation immediately, by written notice, **for cause**. "Cause" means: a material breach of these Terms that is not fixed within 15 days after notice (or that cannot be fixed); fraud, dishonesty, or intentional misrepresentation; illegal conduct connected with the program; or conduct that seriously harms SACI's reputation or customer relationships.
- c. **If your participation ends for any reason other than Cause**, SACI will continue to pay commissions under Sections 5 and 6 on Referred Customers attributed to you before the end date, for as long as those customers continue to buy Services. No new referrals are accepted after the end date.
- d. **If SACI ends your participation for Cause**, all future commissions stop, and any unpaid commissions connected with the conduct that caused the termination are forfeited.
- e. Sections 5(c), 7(d), 8, 10, 11, and 13 through 16 survive after your participation ends.

12. Our Commitment to Your Referred Customers

Your income depends on happy, long-term customers, and so does ours. We know it costs far more to find a new customer than to keep a current one well served, so we work hard to deliver great service and solutions at a fair price. However, every customer decides for itself whether to keep buying, and SACI does not guarantee that any Referred Customer will buy Services, or keep buying them, for any length of time or amount.

13. Relationship of the Parties

You are an independent contractor. Nothing in these Terms makes you an employee, partner, joint venturer, franchisee, or agent of SACI. You have no authority to sign contracts or make commitments on SACI's behalf. The program is non-exclusive: you may refer business to others, and SACI may work with other affiliates. You pay your own expenses.

14. Liability and Indemnity

- a. Except for commissions properly owed under these Terms, neither party is liable to the other for indirect, incidental, special, consequential, or punitive damages, or lost profits, arising from the program.
- b. Except for commissions properly owed under these Terms, SACI's total liability to you arising from the program will not exceed the commissions paid to you in the 12 months before the claim arose.
- c. You will defend and hold SACI harmless from third-party claims arising from your breach of Section 9 or 10 or your misrepresentation of SACI's Services.

15. Changes to These Terms

SACI may update these Terms by giving you at least 30 days' written notice. If you keep participating after the change takes effect, you accept the updated Terms. **No change will lower the commission rates in Section 5 for Referred Customers already attributed to you before the change takes effect.** If you do not accept a change, you may end your participation under Section 11(a), and Section 11(c) will apply.

16. General

- a. **Governing law.** These Terms are governed by the laws of the State of South Carolina, without regard to its conflict-of-laws rules.
- b. **Disputes.** The parties will first try to resolve any dispute through good-faith discussion for at least 30 days. If that fails, they will try mediation in South Carolina before a mutually agreed mediator, sharing the mediator's fees equally. If mediation does not resolve the dispute within 60 days, either party may bring a claim only in the state or federal courts located in South Carolina, and both parties consent to those courts' jurisdiction.
- c. **Assignment.** You may not assign these Terms without SACI's written consent. If you are an individual and you die, commissions that would otherwise continue under Section 11(c) will be paid to your estate or to a beneficiary you have named in writing to SACI.
- d. **Notices.** Notices must be in writing and may be sent by email to the most recent address each party has given the other.
- e. **Entire agreement.** These Terms are the entire agreement about the program and replace any earlier discussions about it. If any provision cannot be enforced, the rest remain in effect. A failure to enforce a provision is not a waiver of it.

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Accepted electronically by the Affiliate through the sign-up form on the Smith & Allen Consulting website. SACI keeps a record of the date, time, and version accepted.