Affiliate Agreement

This Affiliate Agreement ("Agreement") is made and entered into as of [Date], by and between fl4ai.com, located at [Your Address] ("Company"), and [Law Firm Name], located at [Law Firm Address] ("Affiliate").

1. Parties Involved

1.1 Company: fl4ai.com, a [Your State] corporation with its principal place of business at [Your Address].

1.2 Affiliate: [Law Firm Name], a [Law Firm State] law firm with its principal place of business at [Law Firm Address].

2. Purpose of the Agreement

2.1 Purpose: The purpose of this Agreement is to establish the terms and conditions under which the Affiliate will provide legal services to clients referred by the Company, specifically for cases related to PFAS (Per- and Polyfluoroalkyl Substances) contamination and related legal issues.

3. Referral Process and Mechanisms

3.1 Referral Initiation: The Company will refer clients to the Affiliate through [specific method, e.g., an online portal, email, or phone].

3.2 Documentation: Each referral will be documented with a referral form containing client information and the nature of the legal issue. This form will be shared securely with the Affiliate.

3.3 Referral Acceptance: The Affiliate will review the referral and confirm acceptance or rejection within [timeframe, e.g., 48 hours].

3.4 Client Contact: Upon acceptance, the Affiliate will contact the referred client within [timeframe, e.g., 24 hours] to initiate legal services.

4. Tracking and Reporting Methods

4.1 Referral Tracking: The Company and Affiliate will use [specific tracking system/software] to monitor the status and progress of all referred cases.

4.2 Regular Reporting: The Affiliate will provide the Company with monthly reports detailing the status of all referred cases, including key milestones and outcomes.

4.3 Performance Metrics: The Company may request additional performance metrics and analytics to assess the effectiveness of the referral process.

5. Payment Structure and Timelines

5.1 Referral Fees: The Affiliate agrees to pay the Company a referral fee of [percentage or fixed amount] for each referred case that results in billable legal services.

5.2 Payment Schedule: Referral fees will be paid on a [monthly/quarterly] basis, with payments due within [number of days, e.g., 30 days] after the end of each period.

5.3 Invoicing: The Company will provide an invoice detailing the referral fees due, which the Affiliate must pay according to the agreed schedule.

5.4 Late Payments: Any payments not made within the specified timeframe will incur a late fee of [percentage or fixed amount] per [time period, e.g., month].

6. Term and Termination Conditions

6.1 Term: This Agreement will commence on the date first written above and continue for a period of [number of years] years, unless terminated earlier as provided herein.

6.2 Termination for Convenience: Either party may terminate this Agreement for any reason with [number of days, e.g., 30 days] written notice.

6.3 Termination for Cause: Either party may terminate this Agreement immediately upon written notice if the other party breaches any material term or condition and fails to cure such breach within [number of days, e.g., 15 days] after receipt of notice of the breach.

6.4 Effect of Termination: Upon termination, all pending payments will be due immediately, and both parties agree to cease using any confidential information or materials belonging to the other party.

6.5 Post-Termination Obligations: Upon termination, both parties shall return or destroy all confidential information, transfer client files, and pay any outstanding referral fees. The Affiliate is prohibited from soliciting referred clients for a period of [number of months] after termination.

7. Legal Compliance and Ethical Standards

7.1 Regulatory Compliance: Both parties agree to comply with all applicable laws, regulations, and ethical standards governing their respective operations and the referral of legal clients, including the Securities Act of 1933, the Securities Exchange Act of 1934, and the Investment Advisers Act of 1940.

7.2 Affiliate Qualifications: The Affiliate shall maintain all necessary licenses, registrations, and qualifications to provide legal services in the relevant jurisdictions.

7.3 Professional Conduct: The Affiliate agrees to maintain the highest standards of professional conduct and to act in the best interests of referred clients at all times.**7.4 Conflict of Interest: The Affiliate shall disclose any potential conflicts of interest that may arise from representing referred clients and obtain written consent from the Company before proceeding with representation in such cases.**

8. Confidentiality and Data Protection

8.1 Confidential Information: Both parties agree to keep confidential all non-public information obtained in the course of performing this Agreement, including client information and proprietary business information.

8.2 Non-Disclosure Agreement: The parties shall execute a separate Non-Disclosure Agreement (NDA), attached as Exhibit A, detailing the specific obligations and restrictions related to confidential information.

8.3 Data Protection: Both parties agree to implement and maintain appropriate security measures to protect personal data and to comply with all applicable data protection laws, including [e.g., GDPR, CCPA].

8.4 Security Measures: Both parties shall implement specific security measures, such as encryption, access controls, and employee training, to protect confidential information.

8.5 Data Breaches: In the event of a data breach involving confidential information, the affected party must notify the other party within [number of hours, e.g., 24 hours] and take immediate steps to mitigate the breach.

9. Dispute Resolution Mechanisms

9.1 Negotiation: In the event of any dispute arising out of or relating to this Agreement, the parties will first attempt to resolve the dispute through good-faith negotiations.

9.2 Mediation: If the dispute cannot be resolved through negotiation, the parties agree to attempt to resolve the dispute through mediation before initiating any legal action.

9.3 Arbitration: Any dispute that cannot be resolved through mediation will be resolved by binding arbitration conducted in accordance with the rules of [Arbitration Organization, e.g., American Arbitration Association], and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

9.4 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of [State/Country].

10. Intellectual Property

10.1 Ownership: Any intellectual property created by the Affiliate in the course of providing legal services to referred clients shall be owned by the Affiliate, subject to any applicable client agreements.

11. Indemnification

11.1 Affiliate Indemnification: The Affiliate shall indemnify, defend, and hold harmless the Company from any claims, losses, or damages arising from the Affiliate's negligence, misconduct, or breach of this Agreement.

12. Limitation of Liability

12.1 Company Limitation: The Company's liability for any losses, damages, or claims arising from the referral process or the Affiliate's legal services shall be limited to [amount or percentage].

13. Audit and Inspection Rights

13.1 Company Audit Rights: The Company shall have the right to audit the Affiliate's compliance with this Agreement, including access to relevant records and documents.14. Amendments and Waivers14.1 Amendments: Any amendments to this Agreement must be in writing and signed by both parties.14.2 Waivers: Any waiver of a breach or default under this Agreement shall not constitute a waiver of any subsequent breach or default.15. Entire Agreement15.1 Entire Understanding: This Agreement, including any exhibits or attachments, constitutes the entire understanding between the parties and supersedes any prior agreements or representations.IN WITNESS WHEREOF, the parties hereto have executed this Affiliate Agreement as of the date first above written.fl4ai.com
By: [Name]
Title: [Title][Law Firm Name]
By: [Name]
Title: [Title]