



**AFFILIATE AGREEMENT**

THIS AFFILIATE AGREEMENT (this "Agreement"), dated as of 3/27/2017 8:52 PM, is being entered into by and between Skyy High Records & Entertainment Inc., a Alabama corporation, ("Group", "we", "us", "our") and \_\_\_\_\_, a \_\_\_\_\_ ("Affiliate", "you", "yours"):

WHEREAS, as of the date hereof, Group together with its Agents (as defined below) is an active participant in the music industry;

WHEREAS, Group and Affiliate believe there are synergies between Group's business and Affiliate's business; and WHEREAS, Group and Affiliate desire to set forth certain understandings between them with respect to strategic marketing and other commitments which each believes will advantage its business.

NOW, THEREFORE, in consideration of the premises, covenants, agreements and obligations hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, Affiliate and Group hereby agree as follows:

This Affiliate Agreement ("Agreement") contains the complete terms and conditions between us, Skyy High Records & Entertainment, and you, regarding your application to participate as an affiliate of Skyy High Records & Entertainment ("Affiliate"), and the establishment of links from our website, SkyyHighRecords.com, to your websites,

\_\_\_\_\_.

BY SUBMITTING AN APPLICATION TO JOIN OR BY PARTICIPATING IN THE Skyy High Records & Entertainment AFFILIATE PROGRAM, YOU ARE CONFIRMING THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Skyy High Records & Entertainment's Affiliate Agreement Definitions

"We", "Our", "Us", "The Group" - "Skyy High Records & Entertainment", (collectively, "Skyy High Records & Entertainment")

"You", "Your" and "Affiliate(s)" - the business, individual or entity applying for participation in the Skyy High Records & Entertainment Affiliate Program.

"Affiliate Site" - the Affiliate's Internet site which is linked to or hosted by Skyy High Records & Entertainment Inc.'s website, via the AAAMP subdomain.

"Skyy High Records & Entertainment AAMP Amenities" - web hosting and sub domain hosting, free to all Affiliates, AAMPd TV link to share and post at will only available to Skyy High Records & Entertainment Affiliates, FROR on paid/shopped contracts, features, and exclusive first rights to bid on said projects.

- (a) The Group will agree to host any affiliate domain free of charge.
- (b) If the Affiliate has no domain name, they can use and/or link social media pages or outlets
- (c) Affiliates can request Skyy High sub-domains, and receive them free of charge as available.
- (d) Affiliate will receive a link granting access to post and share videos at their discretion and pursuant to the terms of this agreement on #AAMPd TV.

"Bids" or "Quotes" - Under the Affiliate Program, subject to the terms hereof, you will be offered FROR to bid on upcoming paid contracts, features, and etc. approved to be shopped or quoted by Skyy High Records & Entertainment, before the public, under and in accordance with this Agreement.

"AAMP", "AAMPd", "AAMP TV" – Associates Affiliates Marketing & Promotion, associated YouTube channel name.

- **Enrollment In The Program:**



## **AFFILIATE AGREEMENT**

We will evaluate Your application in good faith and will notify You of Your acceptance or rejection in a timely manner. We may reject Your application if We determine (in Our sole discretion) that Your site is unsuitable for Our Affiliate Program for any reason, including, but not limited to, inclusion of content that is, in Our opinion, unlawful or otherwise does not meet policies and/or corporate vision.

If We reject Your application, for any reason, You may not reapply to the Skyy High Records & Entertainment Affiliate Program utilizing the same domain name/URL if that domain name/URL has already been rejected. Skyy High Records & Entertainment, in its sole discretion, reserves the right to notify or to not notify any prospective affiliate of their rejection or removal from the Skyy High Records & Entertainment Affiliate Program at any time.

- **Promotion of Our Affiliate Relationship**

If You qualify and agree to participate as an Affiliate, We will make available to You all Skyy High Records & Entertainment AAMP Amenities and a variety of graphic and textual links (each of these links sometimes being referred to herein as "Links" or, individually, as a "Link"), which are subject to the terms and conditions hereof.

The Links will serve to identify Your site as a member of the Skyy High Records & Entertainment Affiliate Program and will establish a Link to Your site, social media, or e-mail from Ours. The Links may be published to any area of Our site. In utilizing the Links, You agree that You will cooperate fully with Us in order to establish and maintain such Links.

You also agree that You will display on Your site only those graphic or textual images (indicating a Link) provided by Us or etc. expressly approved in advanced in writing by Skyy High Records & Entertainment. Any information with respect to Us that is going to be displayed on Your site must be provided by Us and expressly approved by Us in writing in advance of any display.

EXCEPT AS PERMITTED ABOVE OR IN SECTION 13 BELOW, YOU SHALL NOT AND ARE NOT AUTHORIZED TO (i) USE THE Skyy High Records & Entertainment TRADEMARK, NAME OR ANY OF OUR OTHER INTELLECTUAL PROPERTY (OR ANY VARIATIONS OR MISSPELLINGS THEREOF OR OTHER TERM OR TERMS CONFUSINGLY SIMILAR TO ANY OF THE FOREGOING) (ALL OF THE FOREGOING, INCLUDING WITHOUT LIMITATION, THE "LINKS" AND THE "LICENSED MATERIALS" (DEFINED BELOW), ARE REFERRED TO HEREIN AS "OUR IP"), WITHOUT OUR EXPRESS PRIOR WRITTEN PERMISSION; (ii) USE OUR IP IN A DOMAIN OR WEBSITE NAME, IN ANY BIDS FOR KEYWORDS OR GOOGLE ADWORDS (OR SIMILAR PROGRAMS AT OTHER SEARCH ENGINES), IN ANY SEARCH ENGINE ADVERTISING (PAID OR OTHERWISE), IN ANY METATAGS, GOOGLE ADWORDS (OR SIMILAR PROGRAMS AT OTHER SEARCH ENGINES), KEY WORDS, ADVERTISING, SEARCH TERMS, CODE, OR OTHERWISE; (iii) CAUSE OR CREATE OR ACT IN ANY WAY THAT CAUSES OR CREATES OR COULD CAUSE OR CREATE ANY "INITIAL INTEREST CONFUSION" OVER THE USE OF OUR IP ON THE INTERNET OR IN ANY SEARCH ENGINE ADVERTISING. YOUR USE OF OUR IP IN ANY MANNER, OTHER THAN AS EXPRESSLY PERMITTED HEREUNDER (IN ADDITION TO BEING A BREACH OF THIS AGREEMENT) SHALL CONSTITUTE UNLAWFUL INFRINGEMENT OF OUR TRADEMARKS, COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS, AND MAY SUBJECT YOU TO CLAIMS FOR DAMAGES (INCLUDING WITHOUT LIMITATION, TREBLE DAMAGES FOR KNOWING OR WILFUL INFRINGEMENT), AND THE OBLIGATION TO PAY OUR LEGAL FEES AND COSTS IN CONNECTION WITH ANY ACTION OR PROCEEDING IN WHICH WE SEEK TO ENFORCE OUR RIGHTS UNDER THIS AGREEMENT OR WITH REGARD TO ANY OF OUR INTELLECTUAL PROPERTY RIGHTS.

All Links may be modified and/or expanded from time to time throughout the term of this Agreement pursuant to the mutual agreement of the parties hereto. You are not allowed to post any payments, contract details, discounts, or other content concerning your dealings with Skyy High Records & Entertainment, unless We have given You prior written permission in each instance. Each Link connecting users of Our site to the pertinent area of Your site will in no way alter the look, feel, or functionality of Our site. Any violations of the terms surrounding links, YouTube's guidelines, policies, or restrictions, confidentiality, or Skyy High Records & Entertainment AAMPd stipulations shall constitute a material breach of this Agreement, and may result in Your termination from the program.

Skyy High Records & Entertainment reserves the right to immediately cancel or withhold for later review any jobs, contracts, or projects proposed or quoted with or without cause. It is the responsibility of the Affiliate to monitor the availability of contracts opportunities, features and etc.; Skyy High Records & Entertainment will actively notify Affiliates of the relative available or open contracts. If an Affiliate has a question about a contract opportunity that has been cancelled or



## **AFFILIATE AGREEMENT**

withheld, that Affiliate should contact Skyy High Records & Entertainment for more information. Any changes to decisions about cancelled or withheld projects are strictly at Skyy High Records & Entertainment's discretion.

Any attempt by an Affiliate to manipulate, falsify or defraud Skyy High Records & Entertainment or violation of any of the terms of this Agreement constitutes immediate grounds for Skyy High Records & Entertainment to terminate this Agreement and seek remedy.

Skyy High Records & Entertainment, Inc. agrees to offer all Affiliate members a First Right of Refusal to paid contracts and bids for relative services that correlate with the AAMP

Affiliate shall use all commercially reasonable efforts to obtain the consent of any artist or other Person required to before uploading any video content to #AAMPd TV, the YouTube channel associated

Affiliate has appointed at the execution of this Agreement

\_\_\_\_\_ as the one person to be the primary contact person on behalf of Affiliate and its Agents (the "Affiliate Contact Person"), which person may change from time to time as designated by Affiliate in its sole discretion. The Affiliate Contact Person shall coordinate with the Group Contact Person with respect to all operational, networking, and similar purposes under this Agreement.

- **Taxes/Address Changes**

It is Your responsibility to provide Skyy High Records & Entertainment with accurate tax and payment information in the event that is necessary to issue a Payment to You. If Skyy High Records & Entertainment does not receive the necessary tax or payment information within 72 hours of acceptance of a bid or contract which would otherwise trigger payments, the contract will be null and void, and nothing will be owed with respect to said contract, bid, or estimate.

Each Affiliate is required to submit a W8/W9 tax form when bidding on contracts or projects.

You are responsible for the payment of all taxes related to the income you receive if any, under this Agreement. In compliance with U.S. tax laws, Skyy High Records & Entertainment will issue a Form 1099 to Affiliates whose earnings meet or exceed the applicable threshold

You are responsible for informing Skyy High Records & Entertainment about changes to postal and e-mail addresses, as well as any changes to your name, email address, contact information, tax identification number, or other personal information that will impact Skyy High Records & Entertainment's ability to make contact with you for tax purposes or upcoming opportunities.

- **Skyy High Records & Entertainment Responsibilities**

We will be responsible for providing all information necessary to allow You to make appropriate Links from Your site to Our site. Skyy High Records & Entertainment will solely be responsible the actual creation and uploading or the link to Our site, and for providing information to Affiliates regarding the Affiliate Program.

- **Licenses and Use of the Skyy High Records & Entertainment.com Logos and Trademarks.**

- Subject to the limitations set forth above and otherwise in this Agreement, we grant you a non-exclusive, non-transferable, revocable license to (i) access our site through the links solely in accordance with the terms of this agreement and (ii) solely in connection with such links, to use the Skyy High Records & Entertainment AAMP logo and similar identifying material relating to us (but only in the form(s) that they are provided by us) (collectively, the "Licensed Materials"), for the sole purpose of acknowledging the affiliation of you to Skyy High Records & Entertainment on your site and as approved in advance by us. All logos, trademarks, and other graphics belonging to Skyy High If posted must link back to the relative Skyy High Records & Entertainment page or site. You may not alter, modify, or change the Licensed Materials in any way. You are only entitled to use the Licensed Materials to the extent that You are a member in good standing of the Skyy High Records & Entertainment Affiliate Program.



## **AFFILIATE AGREEMENT**

- You shall not make any specific use of any Licensed Materials belonging to Us, without first submitting a sample to Us and obtaining the express prior written consent of Skyy High Records & Entertainment. You agree not to use the Licensed Materials in any manner that is disparaging or that otherwise portrays Skyy High Records & Entertainment, any hosted member of Skyy High Records & Entertainment or any Skyy High Records & Entertainment employee or representative in a negative light. We reserve all of Our rights in the Licensed Materials and of Our other proprietary rights. We may revoke Your license at any time, by giving You written notice. If not revoked, this license shall terminate upon expiration or termination of this Agreement.
- You grant to Us a non-exclusive license to utilize Your names, titles, and logos, as the same may be amended from time to time (the "Affiliate Trademarks"), to advertise, market, promote, and publicize you hereunder via the AAMP program; provided, however, that We shall not be required to so advertise, market, promote, or publicize the Affiliate Trademarks. This license shall terminate upon the expiration or termination of this Agreement.

- **Term of the Agreement**

The term of this Agreement will begin upon Our acceptance of Your Affiliate Program application and will end when terminated by either party. Either You or We may terminate this Agreement at any time, with or without cause.

Any Affiliate who violates either this Agreement or Skyy High Records & Entertainment's Terms and Conditions will immediately forfeit any right to any and all current or future bids or contracts via the Skyy High Records & Entertainment Affiliate Program.

Skyy High Records & Entertainment reserves the right to remove an Affiliate from the Affiliate Program, and to terminate or suspend this Agreement, at a time for any reason, in Skyy High Records & Entertainment's sole discretion.

Without limitation, Affiliate's participation in the Program, and this Agreement, shall be deemed automatically terminated immediately upon Affiliate's violation of any of the terms of this Agreement or of any applicable law or regulation having the force of law.

- **Modification**

We may modify any of the terms and conditions contained in this Agreement at any time in Our sole discretion. Such modifications shall take effect when posted on Our site. Skyy High Records & Entertainment, in its sole discretion, reserves the right to notify You by e-mail and further reserves the right to withhold notification of any changes made to this Agreement. Modifications may include, but are not limited to, changes in the scope of available amenities, stipulations, and Affiliate Program rules. If any modification is unacceptable to You, Your only recourse is to terminate this agreement. Your continued participation in the Affiliate Program following Our posting of a change notice or new agreement on Our site will constitute binding acceptance of the change.

- **Disclaimers**

We make no express or implied warranties or representations with respect to the Affiliate Program or any Skyy High Records & Entertainment Products and Services offered through the Affiliate Program (including, without limitation, hosting, subdomain acquisition, exclusive content). In addition, We make no representation that the operation of Our site will be uninterrupted or error free, and We will not be liable for the consequences of any interruptions or errors, including the tracking of information about Referred Customers during the period of interruption.

- **Relationship of Parties**

You and Skyy High Records & Entertainment are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You



## **AFFILIATE AGREEMENT**

will have no authority to make or accept any offers or representations on Our behalf. You will not make any statement, whether on Your site or otherwise, that reasonably would contradict anything in this Section.

- **Representations and Warranties**

You hereby represent and warrant to us as follows:

- This Agreement has been duly and validly executed and delivered by You and constitutes Your legal, valid, and binding obligation, enforceable against You in accordance with its terms.
- The execution, delivery, and performance by You of this Agreement and the consummation by You of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate (i) any provision of law, rule, or regulation to which You are subject, (ii) any order, judgment, or decree applicable to You or binding upon Your assets or properties, (iii) any provision of Your by-laws or certificate of incorporation, or (iv) any agreement or other instrument applicable to You or binding upon Your assets or properties.
- You are the sole and exclusive owner of the Affiliate Company, Name, and/or Trademarks and have the right and power to grant to Us the license to use Your trademarks in the manner contemplated herein, and such grant does not and will not (i) breach, conflict with, or constitute a default under any agreement or other instrument applicable to You or binding upon Your assets or properties, or (ii) infringe upon any trademark, trade name, service mark, copyright, or other proprietary right of any other person or entity.
- No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by You in connection with the execution, delivery, and performance of this Agreement or the taking by You of any other action contemplated hereby.
- There is no pending or, to the best of Your knowledge, threatened claim, action, or proceeding against You, or any Affiliate of Yours, with respect to the YouTube, your posts, videos, or media content, piracy, copyright infringement, or with respect to Your adherence to policy as it relates to any YouTube, Facebook, Twitter, or other social media, sharing, or promotional companies or conglomerates, and furthermore to the best of Your knowledge, there is no basis for any such claim, action, or proceeding.
- During the term of the Agreement, You will not include in your site content that is, in our opinion, unlawful, harmful, threatening, defamatory, obscene, harassing, racially, ethnically, or otherwise objectionable or are in violation of Our Terms of Service or that of our Controlled Affiliates, i.e. Google, YouTube, Facebook, and so forth.
- You are at least sixteen (16) years of age.
- Affiliates agree

- **Limitation of Liability**

WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE AFFILIATE PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE AFFILIATE PROGRAM WILL NOT EXCEED THE TOTAL CONTRACTS PAID OR PAYABLE TO YOU VIA SIGNED CONTRACTS WITH SKYY HIGH RECORDS & ENTERTAINMENT DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

- **Indemnification**



## **AFFILIATE AGREEMENT**

You hereby agree to indemnify and hold harmless Us and Our subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that Our use of the Affiliate Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by You herein, or (iii) any claim related to Your site, including, without limitation, its development, operation, maintenance and content therein not attributable to Us, and or the posting of content to the Skyy High AAMPd TV Channel on YouTube that violates the policies or restrictions of that network.

In the event that such Skyy High Records & Entertainment, Inc. is conducting the defense against any such Claim, the Affiliate shall cooperate with us in such defense and make available to us all such witnesses, records, materials, and information in your possession or under its control relating thereto as is reasonably required by such.

- **YOU TUBE DISCLAIMER**

You hereby agree to indemnify and hold harmless Us and Our subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that Our use of the Affiliate Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by You herein, or (iii) any claim related to Your site, including, without limitation, its development, operation, maintenance and content therein not attributable to Us, and/or the posting of content to the Skyy High AAMPd TV Channel on YouTube. If ever there is to arise a situation, point, demerit, warning, or any other infraction noted on Skyy High Records & Entertainment or any of their channels in relation to content you submit or post, you agree that YouTube, Google, and its agents and subsidiaries should hold you personally and directly responsible and shift said blemish to your account/channel, and remove it from Skyy High Records record. You will like Skyy High actively seek to resolve such matters in this manner immediately upon being informed of such.

- **Confidentiality**

Each of the parties hereto agrees that all information including, without limitation, the terms of this Agreement, business and financial information, Skyy High Records & Entertainment and vendor lists, beats, Artists, or any other proprietary information, including but not limited to pricing and sales or bid/project information, shall remain strictly confidential and shall not be utilized for any purpose outside the terms of this Agreement except and solely to the extent that any such information is (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party any obligation of confidentiality to the discloser hereunder. Notwithstanding the foregoing, each party is hereby authorized to deliver the copy of any such information (a) to any person pursuant to a valid subpoena or order issued by any court or administrative agency of competent jurisdiction, (b) to its accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation, or legal process including, without limitation, the Securities Exchange Act of 1933, as amended, and the rules and regulations promulgated thereunder, and the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

Neither party hereto shall, and each party hereto shall cause its respective Representatives not to, make or cause to be made any press release or public announcement that would shed negative light or in any way defame or otherwise damaged the good name of the other party.

- **Interpretation of Agreement.**

Each party hereto has contemplated this Agreement, including any/ all annexes, appendices, exhibits, and schedules hereto, and each party hereto hereby unconditionally and irrevocably waives to the fullest extent permitted by law any rule of



**AFFILIATE AGREEMENT**

interpretation or construction requiring that this Agreement, including any annex, appendix, exhibit, or schedule hereto, be interpreted or construed against the drafting party.

• **Independent Investigation**

Your application submission acknowledges that you have read this agreement and agree to be bound by all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit Skyy High Records & Entertainment relationships on terms that may differ from those contained in this agreement. We may also solicit Skyy High Records & Entertainment relationships with entities that operate websites that are similar to or compete with your website. You have independently evaluated the desirability of participating in the Skyy High Records & Entertainment Affiliate Program and are not relying on any representation, guarantee, or statement other than as set forth in this agreement.

• **Governing Law**

The laws of the United States and the State of Alabama will govern this Agreement, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Madison County, Huntsville, Alabama and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without Our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such a provision or any other provision of this Agreement.

**Affiliate:**

I INDICATE MY APPROVAL OF THIS AGREEMENT AND DESIRE TO BECOME AN AFFILIATE UNDER THESE TERMS AND CONDITIONS BY COMPLETING AND SUBMITTING THIS AGREEMENT.

Company/Name: \_\_\_\_\_

Pseudonym: \_\_\_\_\_

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

Printed Name & Title: \_\_\_\_\_

**\*\*\*SCHEDULE 1\*\*\***

LICENSED MARKS TO BE PROMPTLY PROVIDED FOLLOWING EXECUTION OF THE AGREEMENT

- Links, logos, and licensed marks submitted
- Links, logos, and licensed marks submitted to be submitted on or before \_\_\_\_\_ (Date) via \_\_\_\_\_ (Method of Delivery).

**ADDRESSES FOR NOTICES**

**If to Group:** Skyy High Records & Entertainment, Inc.; P O Box 3679, Huntsville, AL 35810; Attention: Chief Operating Officer

**Affiliate Contact Information:**

Mailing Address:

\_\_\_\_\_

Attention: \_\_\_\_\_ Federal Tax ID Number if Applicable: \_\_\_\_\_

Affiliate Services Offered: \_\_\_\_\_