

**CODEHALO**  
**GUARDIAN PARTNER AFFILIATE PROGRAM**  
**AFFILIATE AGREEMENT**

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**Effective Date:** May 28, 2026

**Version:** 1.0

**Program:** CodeHalo Guardian Affiliate Partner Program

**Operator:** CodeHalo.io ("CodeHalo," "we," "us," or "our")

**Governing Law:** Republic of Singapore

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This Affiliate Agreement ("Agreement") governs participation in the CodeHalo Guardian Partner Program ("Program"). By completing the affiliate enrollment process on the Refgrow platform or otherwise accessing the Program, you ("Affiliate," "you," or "your") agree to be bound by this Agreement in its entirety. If you are enrolling on behalf of a company or other legal entity, you represent that you have authority to bind that entity, and references to "you" include that entity.

This Agreement should be read alongside the CodeHalo Terms and Conditions, Privacy Policy, and Acceptable Use Policy, all available at [codehalo.io](https://codehalo.io). Capitalised terms used but not defined in this Agreement have the meanings given to them in those documents.

## 1. DEFINITIONS

The following definitions apply throughout this Agreement:

**"Affiliate Link"** the unique tracking URL issued to you through the Refgrow platform that identifies Referred Customers as originating from your promotional activities.

**"Affiliate Materials"** all marketing assets, scripts, swipe files, brand guidelines, and creative resources made available to you by CodeHalo in the Partner Resource Hub.

**"Commission"** the fee payable to you under Section 5 in respect of a Qualifying Sale.

**"Commission Rate"** the applicable percentage rate set out in Section 5.1, determined by your Tier.

**"Cookie Window"** the sixty (60) day period following a Referred Customer's first click on your Affiliate Link, during which a Qualifying Sale will be attributed to you.

**"Discount Code"** the personalised alphanumeric code issued to you for use in promotional content, which entitles Referred Customers to a discount on purchases and provides a secondary attribution mechanism.

**"Guardian Partner Program" or "Program"** CodeHalo's affiliate marketing program as described in this Agreement.

**"Net Sale Value"** the gross purchase price actually received by CodeHalo from a Referred Customer, less any discounts applied (including via Discount Code), applicable taxes, payment processing fees, and any amounts subsequently refunded or charged back.

**"Qualifying Sale"** a purchase of a paid CodeHalo product (including Full Security Audit and Scan Bundle) by a Referred Customer that: (a) is attributed to you under the attribution rules in Section 4; (b) occurs within the Cookie Window; (c) is not subsequently reversed, refunded, or charged back; and (d) does not involve a self-referral as defined in Section 7.4.

**"Referred Customer"** an individual or entity who: (a) clicks your Affiliate Link or uses your Discount Code; and (b) has not previously held a paid CodeHalo account.

**"Tier"** your commission tier (Guardian, Guardian Pro, or Guardian Elite) as determined by your monthly Qualifying Sales volume in accordance with Section 5.1.

## 2. ENROLLMENT AND TERM

### 2.1 Enrollment.

Enrollment in the Program is processed automatically upon submission of a completed application through the Refgrow platform. Automatic enrollment does not constitute a waiver of CodeHalo's rights under this Agreement. CodeHalo reserves the right to review any enrolled Affiliate at any time and to suspend or terminate access in accordance with Section 11 where CodeHalo determines, in its reasonable discretion, that the Affiliate does not meet the Program's eligibility requirements or has violated any term of this Agreement.

## **2.2 Eligibility.**

To participate in the Program you must: (a) be at least 18 years of age; (b) have a valid, active account on the Refgrow platform; (c) have the legal capacity to enter into binding agreements; and (d) comply on an ongoing basis with all applicable laws in your jurisdiction, including laws governing advertising disclosure, data protection, and consumer protection.

## **2.3 Initial Term.**

This Agreement commences on the date of your enrollment and continues for an initial period of twelve (12) months ("Initial Term"). Upon expiry of the Initial Term, this Agreement will automatically renew for successive twelve (12) month periods ("Renewal Terms") unless terminated by either party in accordance with Section 11.

## **2.4 Acknowledgment of Legal Framework.**

By enrolling you confirm that you have read and agree to: (a) this Agreement; (b) the CodeHalo Terms and Conditions; (c) the CodeHalo Privacy Policy; and (d) the CodeHalo Acceptable Use Policy.

# **3. PROGRAM BENEFITS**

## **3.1 Affiliate Link and Discount Code.**

Upon enrollment, CodeHalo will provision you with: (a) a unique Affiliate Link generated through the Refgrow platform; and (b) a personalised Discount Code. Both the Affiliate Link and Discount Code serve as attribution mechanisms. For the avoidance of doubt, where a Referred Customer uses your Discount Code at checkout but does not click your Affiliate Link, the sale will still be attributed to you for Commission purposes, subject to the rules in Section 4.

## **3.2 Free Full Security Audit.**

Upon enrollment, CodeHalo will make available to you one (1) complimentary Full Security Audit for your own repository at no charge. This audit is provided to enable authentic first-hand experience of the product for promotional purposes. It is non-transferable and may not be resold.

## **3.3 Partner Resource Hub.**

You will receive access to CodeHalo's Partner Resource Hub, which includes Affiliate Materials, brand assets, swipe files, content scripts, and performance guidance. CodeHalo may update the Partner Resource Hub from time to time at its discretion.

### **3.4 Real-Time Dashboard.**

You will have access to a real-time performance dashboard through the Refgrow platform showing link clicks, Referred Customer conversions, pending Commission, confirmed Commission, and your current Tier status.

## **4. ATTRIBUTION AND TRACKING**

### **4.1 Last-Click Attribution.**

CodeHalo uses a last-click attribution model. Where a Referred Customer clicks Affiliate Links from more than one Affiliate before completing a purchase, the Commission will be awarded solely to the Affiliate whose link was clicked most recently prior to purchase. CodeHalo's attribution records as recorded by the Refgrow platform are final and binding in the absence of manifest error.

### **4.2 Cookie Window.**

The Cookie Window is sixty (60) days from the date of first click on your Affiliate Link. If a Referred Customer completes a Qualifying Sale after the Cookie Window has expired, no Commission will be payable in respect of that sale. The Cookie Window resets upon each new click on your Affiliate Link by the same Referred Customer.

### **4.3 Discount Code Attribution.**

Where a Referred Customer uses your Discount Code at checkout, the sale will be attributed to you regardless of whether an Affiliate Link cookie is present, provided the Referred Customer has not previously held a paid CodeHalo account. In the event of a conflict between cookie-based attribution and Discount Code attribution (e.g., where the Discount Code points to one Affiliate and the last-click cookie to another), Discount Code attribution takes precedence.

### **4.4 Technical Limitations.**

CodeHalo shall not be liable for Commission losses arising from browser settings, ad-blocking software, cookie deletion, or other technical factors outside CodeHalo's reasonable control that prevent accurate tracking of Referred Customers. You are encouraged to use both your Affiliate Link and your Discount Code in all promotional content to maximise attribution accuracy.

## 5. COMMISSIONS AND PAYMENT

### 5.1 Commission Tiers.

Your Commission Rate is determined by the number of Qualifying Sales attributed to you in a given calendar month, as follows:

Tier	Monthly Qualifying Sales	Commission Rate
Intro	0-9 sales	20%
Pro	10-29 sales	25%
Elite	30+ sales	30%

Tier status is assessed and updated at the beginning of each calendar month based on Qualifying Sales recorded in the preceding calendar month. Tier upgrades take effect immediately upon assessment. Tier downgrades take effect on the first day of the following calendar month, providing a one-month grace period. CodeHalo reserves the right to adjust commission rates on a case-by-case basis.

### 5.2 Net Sale Value Calculation.

Commission is calculated on the Net Sale Value of each Qualifying Sale. Net Sale Value is the gross purchase price received by CodeHalo, less: (a) any discount applied via Discount Code or otherwise; (b) applicable sales taxes, VAT, GST, or equivalent; (c) payment processing fees charged by CodeHalo's payment processor (currently Stripe); and (d) any amounts subsequently refunded or charged back in accordance with Section 5.5. All Commissions are denominated and paid in United States Dollars (USD).

### 5.3 Payment Schedule.

Confirmed Commissions are paid on the first (1st) business day of each calendar month ("Payment Date") in respect of Qualifying Sales that have satisfied the Holding Period in Section 5.4. Payments are made via PayPal or Wise to the payment details provided by you in your Refgrow account. You are responsible for maintaining accurate and current payment information. CodeHalo shall not be liable for misdirected payments resulting from inaccurate payment details.

### 5.4 Holding Period.

All Commissions are subject to a thirty (30) day holding period ("Holding Period") commencing on the date of the Qualifying Sale. Commissions will not be paid until the Holding Period has elapsed and the underlying sale has not been reversed, refunded, or charged back. Commissions

that have satisfied the Holding Period by the last day of a given calendar month will be included in the Payment Date for the following month.

### **5.5 Chargebacks, Refunds, and Clawback.**

In the event that a Qualifying Sale on which Commission has been paid or is pending is subsequently reversed, refunded, or subject to a chargeback: (a) if Commission has not yet been paid, the Commission in respect of that sale will be cancelled; and (b) if Commission has already been paid, CodeHalo will deduct an amount equal to the Commission paid in respect of that sale from your next available Commission payment(s) until the full amount has been recovered ("Clawback"). There is no time limit on Clawback; CodeHalo will recover the relevant amount from future Commission payments regardless of when the refund or chargeback occurs.

### **5.6 Minimum Payment Threshold.**

Commissions will only be paid where the total confirmed Commission balance in your account meets or exceeds USD \$50.00 on the relevant Payment Date. Where your balance does not meet this threshold, the balance will roll over to the following month and accumulate until the threshold is reached. No interest accrues on unpaid Commission balances.

### **5.7 Taxes.**

You are solely responsible for all taxes, duties, and levies applicable to Commission payments received by you, including income tax and any applicable VAT or GST on your services. CodeHalo will withhold taxes from Commission payments only where required to do so by applicable law. You may be required to provide a valid tax form (such as a W-9 or W-8BEN) as a condition of payment.

### **5.8 Disputed Commissions.**

If you believe a Commission has been incorrectly calculated or omitted, you must raise a written dispute with CodeHalo at [partnerships@codehalo.io](mailto:partnerships@codehalo.io) within thirty (30) days of the relevant Payment Date. Disputes raised after this period will not be considered. CodeHalo will investigate all disputes in good faith and provide a written response within fourteen (14) business days.

## 6. MARKETING GUIDELINES AND PERMITTED CONDUCT

### 6.1 General Standards.

All promotional content you create in connection with the Program must: (a) be accurate, truthful, and not misleading; (b) comply with all applicable advertising, consumer protection, and disclosure laws in your jurisdiction; (c) include the required FTC disclosure (or equivalent) as set out in Section 6.5; (d) be consistent with the CodeHalo Brand and Logo Guidelines available in the Partner Resource Hub; and (e) represent CodeHalo professionally and in a manner that does not damage its reputation.

### 6.2 Permitted Channels.

You may promote CodeHalo through the following channels: (a) your own website, blog, or newsletter; (b) your own social media profiles and channels on platforms including YouTube, Instagram, TikTok, Twitter/X, LinkedIn, and Facebook; (c) email marketing to your own opted-in subscriber list; (d) paid advertising subject to the restrictions in Section 6.4; and (e) podcast sponsorships and video integrations on your own channels.

### 6.3 Prohibited Conduct.

The following conduct is strictly prohibited:

- **Spam and Unsolicited Posting:** posting unsolicited promotional content in any online community, forum, comment section, or platform where you are not an established content creator or where such posting is not permitted by the platform's rules. This includes but is not limited to Reddit, Discord servers you do not own or moderate, Slack communities, Facebook Groups, LinkedIn Groups, and Quora.
- **Cookie Stuffing:** any technique that places an affiliate cookie on a user's device without that user's genuine click on your Affiliate Link, including iframe-based cookie dropping, forced redirects, and pop-under advertising.
- **Misleading Claims:** making any representation about CodeHalo's products, pricing, features, or guarantees that is inaccurate, exaggerated, or likely to mislead a reasonable consumer, including claiming a "100% secure" outcome or overstating the scope of the Zero-Error Guarantee.
- **Self-Referrals:** using your own Affiliate Link or Discount Code to purchase CodeHalo products for yourself, for entities you own or control, or for any person acting on your behalf or at your direction. Self-referrals are ineligible for Commission and constitute grounds for immediate termination.
- **Incentivised Clicks:** offering cash, gifts, or other tangible incentives to third parties specifically in exchange for clicking your Affiliate Link, as distinct from general audience rewards programmes not tied to specific click behaviour.

- Impersonation: representing yourself as an employee, officer, or official spokesperson of CodeHalo, or creating content that could reasonably be mistaken for official CodeHalo communications.
- Prohibited Data Use: collecting or harvesting personal data from individuals in connection with your promotional activities in violation of applicable data protection law.

#### **6.4 Paid Search Advertising.**

You may run paid search advertising (including Google Ads and Bing Ads) in connection with your affiliate promotion subject to the following restrictions:

- Brand Term Bidding Prohibition: you must not bid on, or use as keywords, any of the following: "CodeHalo," "Code Halo," "CodeHalo.io," "Halo Score," or any other term that is exclusively or primarily associated with the CodeHalo brand.
- Permitted Brand + Generic Combinations: you may bid on keyword combinations that pair a brand term with a generic descriptive term, such as "CodeHalo review," "CodeHalo alternative," "CodeHalo pricing," or "CodeHalo vs [competitor]." Such combinations must not use CodeHalo's brand terms as exact-match standalone keywords.
- Ad Copy: you must not use CodeHalo's name or logo in paid ad copy in a manner that implies official endorsement or that your advertisement is an official CodeHalo advertisement.

#### **6.5 Disclosure Requirements.**

You must clearly and conspicuously disclose your affiliate relationship with CodeHalo in all promotional content where Commission may be earned. Disclosure must appear before or at the beginning of the promotional content (not buried in a footer or "more" section). Acceptable disclosure language includes: "This video/post contains affiliate links. I may earn a commission if you purchase through my link, at no extra cost to you." or substantially similar clear language. You are solely responsible for compliance with FTC guidelines (US), ASA rules (UK), ACCC requirements (Australia), and any equivalent disclosure obligations in your jurisdiction.

#### **6.6 Use of Affiliate Materials.**

You may use Affiliate Materials provided in the Partner Resource Hub in your promotional content. CodeHalo grants you a limited, non-exclusive, revocable licence to use CodeHalo's trademarks, logos, and brand assets solely in connection with permitted promotional activities under this Agreement and in compliance with the CodeHalo Brand and Logo Guidelines. This licence does not permit you to: (a) alter the CodeHalo logo in any way not permitted by the Brand Guidelines; (b) register any domain name, social media handle, or trademark incorporating CodeHalo's brand terms; or (c) use CodeHalo's brand assets after termination of this Agreement.

### **7. INTELLECTUAL PROPERTY**

### **7.1 CodeHalo IP.**

All intellectual property rights in the CodeHalo platform, brand, trademarks, logos, Affiliate Materials, and Program infrastructure remain the exclusive property of CodeHalo. Nothing in this Agreement transfers any intellectual property rights to you.

### **7.2 Affiliate Content.**

You retain ownership of original content you create (e.g., review videos, blog posts). However, by tagging, featuring, or submitting content to CodeHalo, you grant CodeHalo a non-exclusive, royalty-free, perpetual, worldwide licence to use, reproduce, and share that content for marketing and promotional purposes, with attribution where reasonably practicable.

### **7.3 Feedback.**

Any suggestions, ideas, or feedback you provide to CodeHalo regarding the Program or the platform may be used by CodeHalo without restriction or compensation.

## **8. CONFIDENTIALITY**

### **8.1 Confidential Information.**

You may receive non-public information about CodeHalo's products, roadmap, pricing strategy, conversion data, or Program metrics ("Confidential Information"). You agree to: (a) hold Confidential Information in strict confidence; (b) not disclose it to any third party without CodeHalo's prior written consent; and (c) use it solely for the purpose of performing your obligations under this Agreement.

### **8.2 Exclusions.**

Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no fault of yours; (b) you already knew at the time of disclosure; (c) you receive from a third party without restriction; or (d) you are required to disclose by law or court order, provided you give CodeHalo prompt written notice where legally permitted.

### **8.3 Survival.**

Confidentiality obligations survive termination of this Agreement for a period of three (3) years.

## **9. REPRESENTATIONS AND WARRANTIES**

You represent and warrant to CodeHalo that:

- you have full legal capacity and authority to enter into this Agreement and to perform your obligations hereunder;
- your promotional activities will comply with all applicable laws, regulations, and platform terms of service, including advertising disclosure laws and data protection laws;
- you will not make any representation about CodeHalo's products that is false, misleading, or not substantiated by official product documentation;
- you are not a party to any agreement that would restrict your ability to participate in the Program or create a conflict of interest; and
- all information provided to CodeHalo in connection with your enrollment and ongoing participation is accurate and complete.

## **10. INDEMNIFICATION AND LIMITATION OF LIABILITY**

### **10.1 Affiliate Indemnification.**

You agree to indemnify, defend, and hold harmless CodeHalo and its affiliates, officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising from or relating to: (a) your breach of this Agreement; (b) your promotional activities, including any claim by a third party that your content is false, misleading, or infringes their rights; (c) your violation of any applicable law or platform terms; or (d) any self-referral or fraudulent activity by you.

### **10.2 Limitation of Liability.**

To the maximum extent permitted by applicable law, CodeHalo's total aggregate liability to you under or in connection with this Agreement shall not exceed the total Commission paid to you in the three (3) months preceding the event giving rise to the claim. CodeHalo shall not be liable for any indirect, incidental, special, or consequential damages, including lost profits or loss of anticipated Commission.

### **10.3 Program Changes.**

CodeHalo reserves the right to modify Commission Rates, Tiers, the Cookie Window, or any other Program terms at any time, subject to the notice provisions in Section 13. CodeHalo shall not be liable to you for any loss of anticipated Commission resulting from a modification made in accordance with Section 13.

## **11. TERMINATION**

### **11.1 Termination by Either Party.**

Either party may terminate this Agreement for any reason or no reason by providing thirty (30) days' written notice to the other party. You may give notice by emailing [partnerships@codehalo.io](mailto:partnerships@codehalo.io). CodeHalo may give notice via your registered email address.

### **11.2 Termination for Cause by CodeHalo.**

CodeHalo may terminate this Agreement immediately and without prior notice where: (a) you commit a material breach of this Agreement that is not capable of remedy; (b) CodeHalo has reasonable grounds to believe you have engaged in fraud, self-referral, cookie stuffing, or any other prohibited conduct under Section 6.3; (c) you violate the CodeHalo Acceptable Use Policy; or (d) CodeHalo is required to terminate by law or regulatory authority.

### **11.3 Enforcement Approach.**

CodeHalo applies a case-by-case approach to enforcement. For minor or first-time violations, CodeHalo may, in its discretion, issue a written warning and allow a reasonable cure period before escalating to termination. CodeHalo is not obligated to issue a warning before terminating for cause, and issuance of a prior warning in respect of one violation does not create an obligation to issue a warning for subsequent violations.

#### **11.4 Effect of Termination.**

Upon termination: (a) all licences granted to you under this Agreement cease immediately; (b) you must remove all Affiliate Links, Discount Codes, and CodeHalo brand assets from your content within seven (7) days; (c) any pending Commission that has satisfied the Holding Period and the minimum payment threshold will be paid on the next regular Payment Date; and (d) any Commission withheld due to termination for cause involving fraud, self-referral, or material breach will be forfeited.

#### **11.5 Survival.**

Sections 1, 5.5 (clawback), 7, 8, 9, 10, 11.4, 12, 14, 15, and 16 survive termination of this Agreement.

### **12. RELATIONSHIP OF THE PARTIES**

You are an independent contractor of CodeHalo. Nothing in this Agreement creates any employment, agency, partnership, joint venture, or franchise relationship between the parties. You have no authority to bind CodeHalo contractually, make representations on CodeHalo's behalf, or incur any liability on behalf of CodeHalo. You are solely responsible for your own tax obligations, insurance, and compliance with applicable employment law.

### **13. MODIFICATIONS TO THE PROGRAM AND AGREEMENT**

#### **13.1 Material Changes.**

CodeHalo may modify this Agreement, Commission Rates, Tier thresholds, the Cookie Window, or other material Program terms at any time. For material changes, CodeHalo will provide at least thirty (30) days' advance written notice via email. Your continued participation in the Program after the effective date of any material change constitutes acceptance of the revised terms.

#### **13.2 Non-Material Changes.**

Non-material changes (such as clarifications, corrections, or administrative updates) take effect upon posting to the Program documentation. CodeHalo will endeavour to provide reasonable notice of non-material changes where practicable.

#### **13.3 Right to Terminate on Disagreement.**

If you object to a material change, your sole remedy is to terminate this Agreement by providing written notice before the effective date of the change. Commission earned prior to termination that has satisfied the Holding Period and minimum threshold will be paid in the ordinary course.

## **14. GOVERNING LAW AND DISPUTE RESOLUTION**

### **14.1 Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore, without regard to its conflict of law principles.

### **14.2 Dispute Resolution.**

In the event of any dispute arising out of or in connection with this Agreement, the parties agree to follow the following escalation process:

- Step 1 — Written Notice: the party raising the dispute shall provide written notice setting out the nature of the dispute and remedy sought.
- Step 2 — Good-Faith Negotiation: the parties shall attempt to resolve the dispute through good-faith negotiation within thirty (30) days of the written notice.
- Step 3 — Mediation: if negotiation fails, either party may refer the matter to mediation administered by the Singapore International Mediation Centre (SIMC).
- Step 4 — Litigation: if mediation fails or is declined, disputes shall be subject to the exclusive jurisdiction of the courts of Singapore.

### **14.3 Consumer Rights.**

Nothing in Section 14 prevents an Affiliate who is a consumer from bringing a claim in the courts of their country of residence where mandatory applicable law permits.

## **15. GENERAL PROVISIONS**

### **15.1 Entire Agreement.**

This Agreement, together with the CodeHalo Terms and Conditions, Privacy Policy, and Acceptable Use Policy, constitutes the entire agreement between the parties with respect to the Program and supersedes all prior agreements and understandings.

### **15.2 Severability.**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary or severed, and the remaining provisions shall continue in full force.

### **15.3 Waiver.**

Failure or delay by CodeHalo to enforce any provision of this Agreement shall not constitute a waiver of CodeHalo's right to enforce that provision subsequently.

### **15.4 Assignment.**

You may not assign, transfer, or subcontract your rights or obligations under this Agreement without CodeHalo's prior written consent. CodeHalo may assign this Agreement in connection with a merger, acquisition, or sale of substantially all of its assets, with notice to you.

### **15.5 Force Majeure.**

Neither party shall be liable for delay or failure to perform obligations under this Agreement to the extent caused by events beyond their reasonable control, including natural disasters, acts of government, internet failures, or third-party platform outages.

### **15.6 Notices.**

Notices under this Agreement shall be in writing. Notices from you to CodeHalo must be sent to [partnerships@codehalo.io](mailto:partnerships@codehalo.io). Notices from CodeHalo to you will be sent to your registered email address on the Refgrow platform.

### **15.7 Language.**

This Agreement is executed in the English language. In the event of any conflict between an English version and any translation, the English version shall prevail.

## **16. CONTACT**

For all Program-related enquiries, please contact:

**Program Management:** CodeHalo Guardian Affiliate Partner Program

**Email:** [partnerships@codehalo.io](mailto:partnerships@codehalo.io)

**Website:** [codehalo.io](http://codehalo.io)

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## ACKNOWLEDGMENT OF AGREEMENT

By clicking "I Agree" or completing the affiliate enrollment process on the Refgrow platform, or by otherwise participating in the Program, you confirm that you have read, understood, and agree to be bound by this Agreement in its entirety.

For wet-ink execution (where required), the parties may sign below:

### CODEHALO

Signed: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

### AFFILIATE

Signed: \_\_\_\_\_

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

Entity (if applicable): \_\_\_\_\_

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

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— END OF AFFILIATE AGREEMENT —

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