



## Partner Program Agreement

Thank you for your interest in Farmbrite's Partner Program. Below, you can find our Partner Program Agreement (this "Agreement"). Please take your time to carefully read this Agreement before proceeding with your registration. By completing your registration, you hereby accept and agree to the terms of this Agreement, which is a precondition for your approval by Farmbrite to participate in the Partner Program.

If you have any questions pertaining to this Partner Program in general, please do not hesitate to contact us at [partners@farmbrite.com](mailto:partners@farmbrite.com).

### **BINDING AGREEMENT:**

This Agreement is a binding legal agreement between Partner (as defined below) and Surestuff, LLC, dba Farmbrite ("Farmbrite"). By applying for Partner Program and accepting this Agreement you also agree to our user terms and conditions as defined at [www.farmbrite.com/terms](http://www.farmbrite.com/terms).

### **DEFINITIONS:**

Throughout the following document, the following capitalized words and phrases, which are not otherwise defined in the provisions hereof, will have the following meanings:

"Farmbrite", "we", "us", "our" means Surestuff, LLC, dba Farmbrite, and its applicable subsidiaries, which is the designated operator of this partner program, whose terms and conditions are set out herein.

"Partner Program" means this partner program operated by Farmbrite.

"Partner Program Manager" means the individual or individuals who have the legal authority from Farmbrite to manage and represent its interests in Partner Program.

"Partner", "you", "your", "yours" means the legal entity agreeing to participate in Partner Program, and who will legally be bound by this Agreement.

"Farmbrite Website(s)" means [www.farmbrite.com](http://www.farmbrite.com) or such other subdomains of Farmbrite.

"Partner Dashboard" means an online location through which Partner can manage Partner Program and accept this Agreement.

"User" means Partner website visitor who may or may not click a Partner link and be directed to the Farmbrite Website to purchase products from Farmbrite.

"Referred Account" means the person or entity that the Partner refers to Farmbrite that is accepted by Farmbrite and purchases a subscription, either on an annual or monthly basis.

"Commission" means the amount earned by Partner from successful purchases on the Farmbrite Website by a Referred Account in accordance with this Agreement.

"Channel Partner" means any Partner who is not an active customer of Farmbrite.



“Customer Partner” means any Partner who is an active customer of Farmbrite.

“Active Partner Account” means any Partner account who has referred at least 1 new paid subscription from a Referred Account in the prior 12 months.

## 1. Overview:

These are the complete list of terms and conditions for Partner Program. The purpose of enrolling in Partner Program is to allow you to receive Commissions for the sales of our subscriptions to a Referred Account, originating from your promotional activities in the manner and in such amounts set forth herein.

## 2. Partner Obligations and Rules:

2.1 To be eligible to enroll in Partner Program, you must:

- A. Be 18 years of age or older;
- B. Have legal authority to enter into this Agreement and be bound by the promises, covenants, and other duties set forth herein;
- C. Be a US citizen representing a US based organization with a valid EIN or 503(c) number;
- D. Complete and submit the online application through the Farmbrite Website; and
- E. Submit a Partner Program application that is accepted by Farmbrite.

2.2. Farmbrite may choose at its discretion to auto-approve your application. This does not imply that we will not re-evaluate your application at a later time. We reserve the right to reject your membership in our Partner Program at any point in time, at our sole discretion.

2.3. In the event that Partner breaches this Agreement and Farmbrite terminates this Agreement, any accrued and payable Commissions owing to Partner shall be forfeited, and Farmbrite shall not be obligated to pay such Commissions to Partner.

2.4. Partner agrees that Partner's website, service or correspondence does not contain any materials that in Farmbrite's sole discretion are considered to:

- A. Promote adult content or sexually provocative images;
- B. Includes violent, obscene, defamatory, libelous, slanderous and/or unlawful content;
- C. Promote hate speech, whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, marital status, sexual orientation, gender identity, or language of such individual or group;
- D. Incorporate any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law;
- E. Includes “Farmbrite” or variations or misspellings thereof in its domain name and as keywords in PPC campaigns;
- F. Promote political or religious agendas and/or any known associations with hate, criminal and/or terrorist activities;
- G. Promote gambling, including without limitation, any online casino, sports books, bingo, or poker;
- H. Contain software downloads that potentially enable diversions of Commission from other Partners in our program;



- I. Make representations through domain name, code, designs, imagery, video, text or otherwise that makes your website resemble the Farmbrite Website in a manner which leads customers to believe you are the Farmbrite Website, business or a legal representative of Farmbrite in any way. Creation of separate websites to solely promote Farmbrite products and services is also strictly prohibited.;
- J. Offer rebates, coupons, or other types of promised kickbacks from your Commission as an incentive;
- K. Make false claims and promote non-existing discounts, coupons, bargains or use other misleading strategies to gain traffic through Partner links;
- L. Promote any special deal or offer in a way that contradicts the arrangement set forth by Partner Program Manager when offering such a deal to you;
- M. Generate pop-ups, pop-unders, iframes, frames, or any other seen or unseen actions that set Partner cookies unless the user has expressed a clear and explicit interest in activating a specific savings by clicking on a clearly marked link, button or image for that particular coupon or deal. Partner Program links must direct users to the Farmbrite Website;
- N. Partners may not bid on use phrases in Google AdWords or other advertising such as Farmbrite coupon (s), Farmbrite discount (s) or other phrases implying coupons are available. Any misspellings of our brand name in combination with coupon, deal, savings or similar alterations of these words or phrases are also prohibited;
- O. Farmbrite reserves the right, at any time, to review any link placement and other promotional material and either approve or disapprove the use of your partner links and require that you change the placement of links or ask you to comply with these guidelines;
- P. Partner is solely responsible for the maintenance and information updates on your site. For example, if Farmbrite' pricing policy changes, it will be up to Partner to update this information. We may monitor your site as we feel necessary to make sure that it is up-to-date and to notify you of any changes that we feel should enhance your performance;

2.4 It is your sole responsibility to follow all applicable laws, regulations, government decrees, authorities' decisions and the like relating to:

- A. protection of intellectual property;
- B. marketing of goods and services;
- C. unfair business practices; and
- D. any other similar field of regulation that pertains to your website or any promotional materials on your website. If you violate any such rules of law or any third party presents any allegations or claims that pertain to information you place on your website and promotional materials you use, you will indemnify and hold Farmbrite harmless for any and all costs arising out of any such violations, allegations or claims.

2.5 Self-referrals for Partner purchases are strictly prohibited. This means that you cannot refer yourself, your immediate family, a subsidiary, affiliate, child organization, business unit, corporate entity or the company you work for by using your Partner link. You will not receive a Commission on any purchases made by yourself for your own use, your immediate family members or the company you work for and your acceptance into the Partner Program may be revoked.

2.6. We reserve the right to remove your Partner Account from our system if your balance is equal to or less than \$50 after a 6 month period of inactivity. In this case any accumulated Commissions below \$50 (minimum payout threshold) will be forfeited.



2.7 If your account was terminated due to violations set forth in This Agreement, you may not create another account in our Partner Program and any additional benefits provided to you as a Partner will be revoked.

### **3. Farmbrite Rights and Obligations**

3.2. We reserve the right to monitor your site and/or any activities in connection with this Agreement at any time to determine whether you are complying with this Agreement. We may inform you of any changes to your site that we feel you should make, or to ensure that your Partner links to the Farmbrite Website are placed appropriately. Failure to make the changes to your site that we feel are necessary within reasonable time (within 30 days) constitutes a material breach of this Agreement.

3.3. Farmbrite reserves the right to terminate your participation in Partner Program immediately, and without prior notice to you, if you commit fraud or abuse this Partner Program in any way (including material breaches of this Agreement and/or our terms of use). If such fraud or abuse is detected, Farmbrite shall not be liable to you for any Commissions for any fraudulent sales/sales based on abuse.

3.4. This Agreement will apply to you upon our acceptance of your Partner application, and your application will continue indefinitely unless terminated hereunder.

### **4. Termination**

4.1 Either Partner or Farmbrite may terminate this Agreement at any time, with or without cause, by giving the other party written notice. Written notice can be sent by email to either party.

4.2 If this Agreement is terminated by either party, Farmbrite shall not be liable to pay any Commission to you which has not accrued as of the date of termination of this Agreement.

4.3 This Agreement will terminate immediately without notice upon any material breach of this Agreement by Partner.

### **5. Modification**

We may modify, add or remove any of terms of this Agreement at any point in time. In such an event, you will need to comply with a revised version of this Agreement. If any modification is unacceptable to you, your only option is to end your participation in Partner Program within 30 days of the update.

Continued participation in Partner Program will indicate your agreement to the changes and your adherence to any modified version of this Agreement.

### **6. Commission Payment**

6.1. Commissions are earned from authorized Referred Accounts. No Commissions are granted for referring existing Farmbrite users or for revenue from recurring annual renewals. Commissions are calculated: (a) as to Channel Partners, as 15% of the gross sale amount of the first subscription term for the relevant Referred Account; or (b) as to Customer Partners, as 15% of the gross sale amount of the first subscription term for the relevant Referred Account.



6.2. Commission amounts per product/service sold to a Referred Account may be changed by Farmbrite at any time. Any change to Commission amounts to a Referred Account will be communicated to you.

6.3. Accrued Commissions will be paid within 90 days of the transaction that generated the Commission. No Commission payment shall be made unless the total accrued unpaid Commissions exceed the minimum threshold of \$50 USD. The Commissions due are calculated in accordance with balances that are collected, calculated and checked by the partner program manager. Referrals that were refunded back to the Referred Account will reduce the amount paid to the partner.

6.4. For a Partner to receive a Commission, Partner must maintain an Active Partner Account.

6.4. Partner is responsible for any and all charges, fees, taxes, exchange rates, surcharges and other expenses arising out of Partner relationship with Farmbrite including those incurred in order to receive Partner payments.

6.6. For Customer Partners, available payment options for Commissions are PayPal, virtual VISA gift card, or wire transfer. Our primary payout option is PayPal. However, if you are planning on generating a large volume of sales, wire transfers can also be arranged by requesting this from Partner manager. Qualifications for wire transfer payments are reviewed and decided by Farmbrite on a case by case basis. Please email us at [partners@farmbrite.com](mailto:partners@farmbrite.com), if you wish to discuss payment options.

6.7. Payments will only be sent for Referred Account purchases that have been successfully completed. Transactions that result in chargebacks or refunds will either be excluded from Commissions or deducted from future Commission payments.

6.8 All Commissions must be approved by Farmbrite before payments are made. Commission payments can be denied by Farmbrite at any time at our sole discretion.

## **7. Partner Promotional Materials**

7.1. Subject to the terms of this Agreement, you are free to promote what you deem appropriate on your own website(s), social media or other marketing channels, but any promotion that mentions Farmbrite and any associated trademarks may be perceived by the press or the public as a joint effort. Therefore, certain forms of advertising that are unlawful or in violation of Farmbrite's or any third party's intellectual property rights are always prohibited by Farmbrite. Partner's promotional efforts shall never contravene promotional laws in its location.

Advertising commonly known as "spamming" is inappropriate and unacceptable to us and constitutes a material breach of this Agreement. In any direct marketing messages sent by Partner, Partner must identify itself and its contact details and comply with relevant data privacy laws (including but not limited to information referred to in Articles 13 and 14 of the General Data Protection Regulation (EU) 2016/679).

Also, in any messages that promote Farmbrite you must clearly represent yourself and your websites as independent from Farmbrite.

7.2. Partners shall not bid in its pay-per-click campaigns on keywords such as farmbrite.com, Farmbrite, Farmbrite coupons, Farmbrite Discounts, www.farmbrite, [www.farmbrite.com](http://www.farmbrite.com), and/or any misspellings or similar alterations of these – be it separately or in combination with any other



keywords.

## **8. Grant of License**

8.1. Subject to your compliance with the terms of this Agreement, we grant to you a non-exclusive, non-transferable, revocable right during the term of this Agreement to (a) access the Farmbrite Website through the links provided to you, and (b) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the "Licensed Materials") that we provide to you or authorize for such purpose. You are only entitled to use the Licensed Materials to the extent that you are in good standing of Partner Program and have an Active Partner Account. You agree that all uses of the Licensed Materials will be on behalf of Farmbrite and the goodwill associated with it will ensure the sole benefit of Farmbrite. Upon termination of this Agreement, you shall immediately cease all use of the Licensed Materials.

8.2. Each party agrees not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in any negative light.

8.3 Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

## **12. Confidentiality**

12.1 "Confidential Information" means all information related to Farmbrite's business, financial affairs or operations, including but not limited to information related to business plans, technology, source code, product or service development plans, pricing, techniques and methods, which is either marked or identified as confidential or which Partner knew or reasonably should have known, under the circumstances, was confidential.

12.2 Partner will not use any Confidential Information for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information only to the employees or contractors of Partner who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Partner's duty hereunder. Partner will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Partner protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

12.3 Except as otherwise expressly provided in this Agreement, Partner will return to Farmbrite or destroy all Confidential Information of Farmbrite in Partner's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of Farmbrite or upon the expiration or termination of this Agreement. Upon the request of Farmbrite, Partner will certify in a writing signed by an authorized representative of Partner that it has fully complied with its obligations under this Section.

12.4 Partner acknowledges that a breach or threatened breach of this Section would cause irreparable harm to Farmbrite, the extent of which would be difficult to ascertain. Accordingly, Partner agrees that, in addition to any other remedies to which Farmbrite may be legally entitled, Farmbrite shall have the right to seek immediate injunctive or other equitable relief in the event of a breach of this Section by Partner or any of its employees or agents.





### **13. No Warranties; Limitation of Liability**

13.1. Partner shall not make or publish any representations, warranties, or guarantees concerning the products or services of Farmbrite that are inconsistent with any warranties made by Farmbrite to its customers.

13.2. IN NO EVENT WILL FARMBRITE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES OR FOR ANY LOST DATA, LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THE AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF FARMBRITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FARMBRITE'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF REFERRAL COMMISSIONS PAID TO REFERRAL PARTNER UNDER THIS AGREEMENT DURING THE 12 MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.

### **14. Miscellaneous**

14.1. You certify that you are an independent contractor, and as such, nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Farmbrite. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your website or any other website or otherwise, that reasonably would contradict anything in this Section.

14.2 The parties note that Partner is free to determine the essential means of processing personal data relating to its approved marketing activities under this Agreement. For instance, whether or not Partner targets any identified or identifiable natural persons as a part of its marketing efforts, or otherwise processes personal data for Partner marketing purposes, is solely determined by Partner. As a consequence, Partner serves as a data controller with regard to any personal data processed by it for the purpose of the conclusion and performance of this Agreement.

14.3 Partner undertakes to process personal data only in accordance with the applicable data protection laws, including but not limited to the General Data Protection Regulation (GDPR) (EU) 2016/679. Any material breach by Partner of the applicable data protection laws is considered as a material breach of this Agreement.

14.4 Partner may not assign its rights or obligations under this Agreement to any third party without the prior written consent of Farmbrite. Any attempted assignment or transfer in violation of the foregoing will be null and void.

14.5. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado, United States of America, without regard to the conflicts of laws and principles thereof. Any disputes relating to or arising out of this Agreement shall be finally and exclusively resolved by the state or federal courts located in Boulder, Colorado. Each party hereby irrevocably consents to the personal jurisdiction of such courts.

14.6. You may not amend or waive any provision of this Agreement.

14.7. This Agreement represents the entire agreement between us and you with respect to the subject matter hereof, and shall supersede all prior agreements and communications of the parties, oral or written relating thereto, with the exception of terms as defined in our general user



terms of use found at [www.farmbrite.com/terms](http://www.farmbrite.com/terms), which are incorporated herein by reference.

14.8. The headings and titles that are contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.

14.9. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this Agreement shall have full force and effect.

14.10 This Agreement is an electronic contract that sets out the legally binding terms of your participation in the Farmbrite Partner program. You indicate your acceptance of this Agreement and all of the terms and conditions contained or referenced in this Agreement by completing Partner Program application/signup process. This action creates an electronic signature that has the same legal force and effect as a handwritten signature.