



AFFILIATE PROGRAM AGREEMENT Terms & Conditions

This **AFFILIATE PROGRAM AGREEMENT** (this “Agreement”) is effective as of the date you sign up using a valid email (the “Effective Date”). You (the “Affiliate”) agree to participate in the Terra Vera Affiliate Program (the “Affiliate Program”) to refer customers to purchase products from Terra Vera Corp, a Delaware corporation (“the Company”), pursuant to the terms and conditions of this Agreement.

1. DEFINITIONS

- “Affiliate Program” means our marketing affiliate program as described in this Agreement.
- “Affiliate Lead” means a customer prospect who clicks on the Affiliate Link that we have made available to you via the Affiliate Tool.
- “Affiliate Link” means the unique tracking link you place on your site or promote through other channels.
- “Affiliate Policies” means the policies applicable to affiliates which we may make available to you from time to time.
- “Affiliate Tool” means the tool that we make available to you upon sign up and for you to use in order to participate in the Affiliate Program.
- “Agreement” means this Affiliate Program Agreement and all materials referred to or linked to in here.
- “Commission” means an amount described in the Affiliate Tool (or if applicable, in the Program Policies) for each Customer Transaction.
- “Customer” means the authorized actual user of the Terra Vera Products who has purchased or signed up for the Terra Vera products after being an Affiliate Lead.
- “Customer Transactions” means those transactions by Affiliate Leads that are eligible for Commission pursuant to the ‘Customer Transactions’ section of this Agreement.
- “Equipment” means our Brawndo systems.
- “Other Products” means other products sold by Terra Vera not classified as Equipment.
- “Terra Vera Affiliate” means a company owned, operated, or controlled by Terra Vera.
- “Terra Vera Content” means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into our services.
- “Terra Vera Products” means Equipment.
- “Program Policies Page” means the landing page: <https://www.terravera.com/affiliate/program-policies> where we will provide all the up-to-date guidelines and policies for the Affiliate Program.
- “We”, “us”, “our”, the “Company”, and “Terra Vera” means Terra Vera Corp.
- “You” and “Affiliate” means the party, other than Terra Vera, entering into this Agreement and participating in the Affiliate Program.

2. NON-EXCLUSIVITY

This Agreement does not create an exclusive agreement between you and us. Both you and we will have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties.

3. NATURE OF PARTNERSHIP

Both you and we agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement.

The Affiliate Program may be amended or terminated at any time. Information about the Affiliate Program will be available on the company website. Accordingly, the Affiliate must keep themselves informed of any amendments of the Affiliate Program, particularly if a registered website has terminated its Affiliate Program or changed the conditions for remuneration to Affiliates.



We periodically update these terms. We might also choose to replace these terms in their entirety if, for example, the Affiliate Program changes, ends, or becomes part of an existing program. If we update or replace the terms, we will let you know via electronic means, including email. If you don't agree to the update or replacement, you can choose to terminate as we describe below.

4. AFFILIATE RESPONSIBILITIES

It is understood that the Affiliate will introduce Terra Vera products and services to prospective customers and will comply with all laws, including those that govern email marketing and anti-spam laws.

The Affiliate will be fully responsible for any costs related to maintaining or marketing the Affiliate Program, including but not limited to costs associated with creation, hosting, modification, or improvements to the Affiliate's website; cost of internet marketing; offline marketing costs; postage; and all other costs and expenses. The Affiliate is responsible for determining if the link they placed on their site has changed or been discontinued.

We reserve the right to accept or reject any prospective customers. We will pay the Affiliate a Commission per Customer Transaction using an Affiliate Link and according to a designated payment structure.

5. AFFILIATE PROGRAM LIMITS

We will pay you Commission as described in the Affiliate Tool (or if applicable, in the Program Policies) for each new Customer who completes an applicable Customer Transaction after clicking on an Affiliate Lead made available by you, provided that you remain eligible to receive Commission pursuant to the terms of this Agreement. The start of the Customer's Transaction is determined by the date of the first purchase or lease sign up (as applicable) by the Customer and you will receive a Commission payment for that Customer Transaction only, regardless of any additional purchases made by that customer.

6. ELIGIBILITY

To be eligible for Commission:

- I. an Affiliate Lead must be accepted and valid in accordance with the 'Acceptance and Validity' section;
- II. a Customer Transaction must have occurred; and
- III. a Customer must remain a customer for a minimum of 30 days (if leasing Equipment).

You are not eligible to receive Commission or any other compensation from us based on transactions for Other Products or if:

- I. such compensation is disallowed or limited by federal, state, or local law or regulation in the United States or the laws or regulations of your jurisdiction;
- II. the applicable Customer objects to or prohibits such compensation or excludes such compensation from its payments to us or Terra Vera Affiliates;
- III. the Customer has paid or will pay such commissions, referral fees, or other compensation directly to you;
- IV. the Commission payment has been obtained by fraudulent means, misuse of the Affiliate Link, in violation of any Affiliate Program Policies that we make available to you, misuse of the Affiliate Tool, or by any other means that we deem to breach the spirit of the Affiliate Program;
- V. the Customer is the same person or entity as the Affiliate; or
- VI. the Customer participates in any of our partner programs and is eligible to receive commission in relation to the Customer Transaction under any of these programs.

If at any point you are eligible to receive a revenue share payment or commission under another program at Terra Vera, that payment amount will not change based on your participation in the Affiliate Program. We may discontinue Commission payments should any of the eligibility criteria set forth in this subsection fail to be met at any time.

Without limitation, the Affiliate's participation in the Affiliate Program and this agreement shall be deemed automatically terminated immediately and all commissions forfeited upon the Affiliate's violation of any of the terms of this Agreement, the Company's Terms and Conditions and Privacy Policy, or any applicable law or regulation having the force of law.



7. ACCEPTANCE AND VALIDITY

You will only be eligible for a Commission payment for any Customer Transaction that is derived from Affiliate Leads generated by the Affiliate Link that we make available to you and are accepted by Terra Vera. An Affiliate Lead will be considered valid and accepted if, in our reasonable determination:

- I. it is a new potential customer of ours; and
- II. is not, at the time of submission or sixty (60) days prior, one of our pre-existing customers, or involved in our active sales process.

Commissions will be determined by the Company and may be adjusted at any time. Each sale or lease is eligible for only one commission fee per unit. In the case of multiple referrals to the same customer, the Affiliate Link that is used or entered by the customer will result in a Commission payment.

Notwithstanding the foregoing, we may choose not to accept an Affiliate Lead in our reasonable discretion.

8. PAYMENT REQUIREMENTS

Terra Vera makes no representations or warranties regarding potential income that may result from the Affiliate Program. Commissions will be paid to the Affiliate based on customers who access the Company website through the Affiliate Link. Terra Vera may withhold your final payment of commission fees for a reasonable time to ensure that all qualified Customer Transactions are valid.

In order to receive payment under this Agreement, you must have:

- I. agreed to the terms of this Agreement (generally completed through the Affiliate Tool);
- II. completed all steps necessary to create your account in the Affiliate Tool in accordance with our directions,
- III. have a valid and up-to-date payment method in the Affiliate Tool with such account; and
- IV. completed any and all required tax documentation in order for the Affiliate Tool to process any payments that may be owed to you.

We reserve the right to deduct the costs for any products that are returned or refunded in the subsequent months, attributable to credit card fraud or bad debt write-off, or for any other reason if the previous Commission was overpaid.

9. PAYMENT FORFEITURE

Notwithstanding the foregoing or anything to the contrary in this Agreement, if any of the requirements set forth in section 'Payment Requirements' remain outstanding for six (6) months immediately following the close of a Customer Transaction, then your right to receive Commission arising from any and all Customer Transactions with the associated Customer will be forever forfeited (each, a "Forfeited Transaction"). We will have no obligation to pay you Commission associated with a Forfeited Transaction. Once you comply with all of the requirements in section 'Payment Requirements', then you will be eligible to receive Commission on Customer Transactions, as long as these Customer Transactions do not involve the same Customer associated with a Forfeited Transaction.

10. COMMISSION AMOUNTS

Commission terms related to specific Terra Vera Products are made available on the Program Policies Page and/or Affiliate Tool and may be updated periodically. The Affiliate is responsible for staying up to date on any changes made to such terms. We reserve the right to alter or change the Commission amount as per the Affiliate Tool.

11. COMMISSION PAYMENT

Terra Vera or the Affiliate Tool will determine the currency in which we pay the Commission, as well as the applicable conversion rate. We will not pay more than one Commission payment or other similar referral fee on any given Customer Transaction (unless we choose to at our discretion).



12. TAXES

The Affiliate understands and accepts that any commission fees will generate taxable income and will result in a tax form that will be issued by a third party. You are responsible for payment of all taxes and fees (including bank fees) applicable to the Commission.

13. TRADEMARKS

You grant us a nonexclusive, nontransferable, royalty-free right to use and display your trademarks, service marks and logos ("Affiliate Marks") in connection with the Affiliate Program and this Agreement.

During the term of this Agreement, in the event that we make our trademark available to you within the Affiliate Tool, you may use our trademark as long as you follow the usage requirements in this section.

You must:

- I. only use the images of our trademark that we make available to you, without altering them in any way;
- II. only use our trademarks in connection with the Affiliate Program and this Agreement; and
- III. immediately comply if we request that you discontinue use.

You must not:

- I. use our trademark in a misleading or disparaging way;
- II. use our trademark in a way that implies we endorse, sponsor, or approve of your services or products; or
- III. use our trademark in violation of applicable law or in connection with an obscene, indecent, or unlawful topic or material.

14. OPT OUT AND UNSUBSCRIBING

You will comply promptly with all opt out, unsubscribe, "do not call" and "do not send" requests. For the duration of this Agreement, you will establish and maintain systems and procedures appropriate to effectuate all opt out, unsubscribe, "do not call" and "do not send" requests.

15. AFFILIATE REPRESENTATIONS AND WARRANTIES

You represent and warrant that:

- I. you have all sufficient rights and permissions to participate in the Affiliate Program and to provision Terra Vera with Affiliate Lead's for our use in sales and marketing efforts or as otherwise set forth in this Agreement;
- II. your participation in this Affiliate Program will not conflict with any of your existing agreements or arrangements; and
- III. you own or have sufficient rights to use and to grant us our right to use the Affiliate Marks.

You further represent and warrant that:

- I. you will ensure that you are compliant with any trade or regulatory requirements that may apply to your participation in the Affiliate Program (for example, by clearly stating you are a Terra Vera Affiliate on any website(s) you own where you make an Affiliate Link available);
- II. you will not purchase ads that direct to your site(s) or through an Affiliate Link that could be considered as competing with Terra Vera's own advertising, including, but not limited to, our branded keywords;
- III. you will not participate in cookie stuffing or pop-ups, false or misleading links are strictly prohibited;
- IV. you will not attempt to mask the referring URL information;
- V. you will not use your own Affiliate Link to purchase Terra Vera products for yourself; and
- VI. you will not use any mechanisms to deliver leads other than through an intended consumer. This includes sourcing leads through compilations of personal data such as phonebooks, using fake redirects or other tools or automation devices to generate leads (including but not limited to robots, iframes, or hidden frames), or offering incentives to encourage purchases or signups.



16. CONFIDENTIALITY

The Affiliate promises and agrees to hold any confidential information in strict confidence and trust for the sole benefit of the Company, both during the term of this Agreement and at all times thereafter and shall not use such confidential information for any purpose, whether or not for consideration, business or personal, other than as may be reasonably necessary for the performance of its duties according to this Agreement, without the Company's prior written consent.

The Affiliate shall not disclose any confidential information to any person or entity, other than to such of its employees or consultants as may be reasonably necessary for purposes of performing its duties hereunder and have executed agreements of confidentiality no less protective than this Agreement without the Company's prior written consent.

The Affiliate's obligations include taking all actions necessary to ensure that any affiliates, employees, contractors, or agents abide by the terms of this section in their entirety.

Confidential information does not include information that

- I. is or becomes publicly known through lawful means;
- II. was rightfully in provider's possession or part of the Affiliate's general knowledge before the effective date of this Agreement; or
- III. is disclosed to the Affiliate without confidential restriction by a third party who rightfully possesses the information (without confidential restriction) and did not learn of it, directly or indirectly, from the Company.

17. INDEMNIFICATION

The Affiliate hereby agrees to indemnify and hold harmless the Company, its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any 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 rights of any third party.
- II. Any claim related to the Affiliate's site, including, without limitation, its development, operation, maintenance, and content therein not attributable to the Company.
- III. Any misrepresentation of a representation or warranty or breach of a covenant and agreement made by the Affiliate herein.

18. MODIFICATION

We may modify any of the terms and conditions in this Agreement and/or Program Policies Page at any time at their sole discretion. Modifications may include but are not limited to changes in the payment procedures and Affiliate Program rules.

If any modification is unacceptable to the Affiliate, their only option is to end this Agreement. Continued participation in the Affiliate Program following the notification of change or new Agreement posting on our site will indicate your agreement to the changes.

19. COMPLIANCE WITH APPLICABLE LAWS

You shall comply and shall ensure that any third parties performing sales or referral activities on your behalf comply, with all applicable foreign and domestic laws (including without limitation export laws and laws applicable to sending of unsolicited email), governmental regulations, ordinances, and judicial administrative orders. You shall not engage in any deceptive, misleading, illegal, or unethical marketing activities, or activities that otherwise may be detrimental to us, our customers, or to the public. Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the Terra Vera Products. You will comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury. You will not directly or indirectly export, re-



export, or transfer Terra Vera Products to prohibited countries or individuals or permit use of the Terra Vera Products by prohibited countries or individuals.

20. SEVERABILITY

In the event that any provision of this Agreement is deemed illegal or unenforceable under applicable law, the remaining provisions of this Agreement will not be affected, and each provision will remain enforceable to the maximum extent permissible.

21. NOTICES

All notices given hereunder must be in writing and delivered: (a) in person, (b) by a nationally recognized courier service or via certified mail, postage prepaid, to the address of the other party, or such other address [or email address] as either party may specify in writing. Notice is effective upon: (i) receipt by the other party to which notice is given, or (ii) two business days following posting, whichever occurs first.

Address for notice: info@terravera.com

22. ENTIRE AGREEMENT

This Agreement (and all documents referenced herein) constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior agreements, representations, and understandings.

23. ASSIGNMENT

You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control or operation of law, without our prior written consent. We may assign this Agreement to any Affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

24. AUTHORITY

Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

25. GOVERNING LAW AND DISPUTES

This Agreement is to be construed and interpreted in accordance with the laws of the State of Delaware, without regard to its conflict of laws provisions and the United Nations Convention for International Sale of Goods (1980). The parties hereby submit to the jurisdiction of the Delaware courts, both state and federal. The Company agrees to continue performing its obligations under this Agreement while any dispute is being resolved. **NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RESULTING FROM THIS AGREEMENT.**

26. TERMINATION OF AGREEMENT

Either the Affiliate or the Company may terminate the Affiliate relationship at any time. The Affiliate is only eligible to earn Affiliate payments during their time as an approved Affiliate. We may change the Affiliate Program or service policies and operating procedures at any time.