

SYNCHRONICITY HEMP OIL AFFILIATE PROGRAM AGREEMENT

This Synchronicity Hemp Oil Affiliate Program Agreement (“Agreement”) contains the terms and conditions of your participation as a member of the Synchronicity Hemp Oil Affiliate Program (the “Affiliate Program”) as provided on the Synchronicity website at www.synchronicityhempoil.com (the "Merchant Website"), a website operated by Synchronicity, LLC. The Affiliate Program is administered by Synchronicity, LLC. Hereafter, Synchronicity, LLC may be referred to as “Synchronicity”, “we”, “us”, “our”, or “Merchant”, and as a Program Affiliate you may be referred to as “you”, “your”, “Participant”, or Affiliate”. Individually, we or you may be referred to as “the party”, and collectively you and us may be referred to as “the parties”.

This is a legally binding agreement. By joining this Affiliate Program and receiving and using links to the Merchant Website, you are confirming that you have read this Agreement and agree to be bound by the terms and conditions contained in this Agreement. If you do not agree with any of the terms or conditions set forth herein, do not join this Affiliate Program. IN THIS AGREEMENT THERE ARE IMPORTANT RESTRICTIONS THAT YOU MUST ABIDE BY.

(a) “Confidential Information” means confidential information and data, whether tangible or intangible, including but not limited to, trade secrets, financial information, technical information, prices, discounts, margins, all non-public information provided or obtained by you about us including but not limited to advance notice of promotions, sales, and/or special events, and without limitation all customer information such as customer lists, information that identifies our customers, and all business and sales information related to transactions through this Affiliate Program.

(b) “Intellectual Property” means creations of the mind, such as literary and artistic works, designs, symbols, names, images, trademarks, trade secrets, copyright, patents, database(s), computer software, domain names regardless of whether the aforementioned is registered or unregistered, and all other intellectual property rights whether now subsisting or in the future created.

(c) “Merchant Content” means any and all trademarks, service marks, trade names, logos, banners, buttons, digital images, graphics, text and other content and material which we may, in our sole discretion, make available to you in connection with this Affiliate Program from time to time.

(d) “Opt-out download” means any software, program, script, tool or element that would automatically download to a user's computer or that would become operative

when the user accesses the Internet unless the user takes affirmative action to prevent the download.

(e) "Net Revenue" means all cash consideration, not including any portion of payment made through the redemption of coupons or credits, or the purchase of gift certificates or gift cards, from Product sold in a transaction resulting directly from a Qualifying Link tracked by us from your website to the Merchant Website in accordance with this Agreement where the customer purchases such Product, less all taxes, shipping and handling charges, gift wrapping, and other value-added service charges, returns, and chargebacks.

(f) "Qualifying Link" means a link from your website to our website using one of the URLs or graphic links provided by us for use in the Affiliate Program that allows us to track the use of such links by your visitors.

(g) "Person" means a legal person thereby referring to a human or non-human entity.

(h) "Product(s)" means any of our hemp oil products that we manufacture, distribute, or sell. As used in this Agreement, the terms "Product" and "Merchant Product" are synonymous and may be used interchangeably.

2. Participant Eligibility. In order to participate in this Affiliate Program you must complete a participant application that is accessible through our Merchant Website. You will be notified if your application has been accepted or rejected. We reserve the right, in our sole discretion, to reject any participant application, including yours. If we reject your application, you may reapply at any time. Only websites with general or United States based domain name extensions (e.g. .com, .net, .org, .us, etc.) that primarily serve a United States based audience are eligible for participation in this Affiliate Program. You must be at least 18 years of age to join this Affiliate Program. By submitting an application to participate in this Affiliate Program, you represent, warrant, covenant, and agree that (i) all information that you provide to us in connection with your participant application and/or in connection with your participation in this Affiliate Program is true, complete, and accurate; (ii) you have the necessary rights and authority to enter into this Agreement; (iii) you shall perform your obligations hereunder; (iv) this Agreement will constitute a legal, binding, and enforceable agreement against you in accordance with the terms and conditions herein; and (v) your execution and performance hereunder will not conflict with or result in a breach or violation of any other agreement, arrangement, or understanding to which you are bound.

3. Term and Termination.

(a) Term. The term of this Agreement begins when both parties have signed the Agreement, and will continue until the Agreement is terminated.

(b) Termination/Notice Required. A party may terminate (“terminating party”) this Agreement at any time, with or without cause, upon providing written notice to the other party (“non-terminating party”). Such termination will be effective thirty (30) days after the date the terminating party provided written notice to the non-terminating party of its intention to terminate.

(c) Termination/No Notice Required. This Agreement may be terminated immediately, without notice, if:

(i) we no longer maintain an Affiliate Program as described herein; or

(ii) we determine, in our sole discretion, that you have breached this Agreement, or

(iii) your website(s) is deemed in our sole discretion to be unsuitable for participation in this Affiliate Program.

(d) Termination of a Commission Term. Termination of a Commission shall not be deemed a termination of this Agreement.

(e) Provisions. All other provisions in this Agreement that may be reasonably interpreted as surviving termination will survive any termination of this Agreement;

(f) Cease Use. Upon termination of this Agreement, you will immediately cease use of, and remove from your website, all links to our website, and all Merchant Content.

4. **Commissions.** During the term of this Agreement, we agree to pay you a commission as provided in the schedule attached hereto and incorporated herein. Accordingly, you acknowledge and agree that:

(a) we shall not be obligated to pay you a commission unless we actually ship the applicable order, receive full payment for such order, and such order is not returned;

(b) commissions earned by you in a given month shall be paid by the end of the second week of the following month;

(c) you are only eligible to earn a commission on sales of products occurring during the term of this Agreement

(d) commissions earned through the date of termination will remain payable only if the related order(s) are not canceled, or returned, by the customer;

(e) at our sole discretion, we may post special commission terms ("Commission Terms") to pay certain members of the Affiliate Program, a specified referral fee on sales of certain Products. Commission Terms, as posted by us or otherwise communicated to such members, shall be governed by the terms and conditions of this Agreement, or as mutually agreed upon by the parties; and

(f) either party may terminate a Commission Term at any time by rescinding its acceptance and such termination of a Commission Term shall not be deemed a termination of this Agreement, or any other Commission Term.

5. Confidential Information. A party receiving Confidential Information ("Receiving Party") from the other party ("Disclosing Party") agrees to:

(a) hold all Confidential Information in confidence and protect it with the same degree of care with which the Receiving Party protects its own Confidential Information; (b) use such Confidential Information only for the purposes of this Agreement and as permitted by this Agreement; (c) not copy or otherwise duplicate such Confidential Information, except for the purpose of this Agreement; and (d) restrict disclosure of such Confidential Information solely to those employees and agents with a need to know such Confidential Information for the purposes of this Agreement and who are bound in writing to protect the same. The foregoing obligations shall not apply to any information designated as confidential if, prior to any release of such information, such Confidential Information: was already known to the Receiving Party; free of any obligation to keep it confidential; is or becomes publicly known through no wrongful act of the Receiving Party; is independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party; was received from a third party without any restriction on confidentiality; was disclosed to third parties by the Disclosing Party without any obligation of confidentiality; or is approved for release by prior written authorization of the Disclosing Party. If the Receiving Party receives a request pursuant to a court order, governmental body request or other legal process to disclose the Disclosing Party's Confidential Information, the Receiving Party shall promptly notify the Disclosing Party and reasonably assist the Disclosing Party in obtaining a protective order requiring that any portion of the Confidential Information required to be disclosed be used only for the purpose for which a court issues an order or as otherwise required by law.

6. Confidentiality of Advance Notice of Promotions, Sales and/or Special Events. Advance Notice of promotions, sales and special events is our Confidential Information until such events are publicized by us. From time to time you may be given prior notice of such events so that you may prepare content on your Website. The

existence of such an event, and any Merchant Content provided to you, is Confidential Information and you are prohibited, prior to the date authorized by us, to publish such promotional, sale and/or special event information. You also agree to remove immediately (within twenty-four (24) hours) any information regarding such promotion, sales and/or a special event from your site upon our request. You must strictly adhere to our MAP Policy attached hereto and incorporated herein.

7. Property Ownership Rights. You acknowledge and agree that we retain all rights, title, and interest, in all property rights, including but not limited to, our intellectual property rights embodied in, or associated with, the Merchant Content. You represent, warrant, covenant, and acknowledge and agree that you will not, nor will you assist in any manner, a third party to now or in the future do any of the following:

(a)(i) take any action challenging, or otherwise acting, in a manner inconsistent with our ownership of, or other rights in, the Merchant Content; or

(a)(ii) register, or attempt to register, any of our intellectual property including but not limited to our trademark, service mark, logo, trade name, domain name, or similar business identifier that contains any name, trademark, service mark, logo, trade name, or other content or material owned or controlled by us, or any derivation thereof, including a misspelling(s). All goodwill and benefits accruing from the use of the Merchant Content will automatically vest in us.

(b) You agree to cooperate in good faith with us, and to take any additional actions reasonably requested by us to effect, perfect, or confirm our rights, title, and/or interests in the Merchant Content.

8. Use of Merchant Content. Subject to the terms and conditions herein, we hereby grant to you, only during the term hereof, a limited, non-exclusive, non-transferable, revocable, non-sublicense-able, non-assignable, non-permanent right to:

(a)(i) access the Merchant Website through Qualified Links provided by us from time to time. All Qualifying Links that you will use in the Affiliate Program will be provided to you by us, or by other means selected by us, and only valid Qualifying Links generated by us will be tracked for purposes of determining a commission that you may be eligible to receive on sales of products generated through your website; and

(a)(ii) use and display of Merchant Content may be provided by us from time to time. Such Merchant Content shall be provided to you solely for the purpose of generating

the sale of Merchant Product from your website that we pre approved, and solely in connection with your participation in this Affiliate Program.

(b) Limited rights. Except for the right to use the Merchant Content provided to you by us as described herein, we are not granting you any rights in, and you represent warrant, covenant, and agree, that you will not use, in any manner, any of our intellectual property including but not limited to trademarks, service marks, trade names, logos, banners, buttons, graphics, digital images, text, or other content or materials owned or controlled by us. Any attempt to sublicense, assign, or transfer this right is strictly prohibited.

(c) Termination. In our sole discretion, we may terminate your rights to use the Merchant Content for any reason, at any time. Upon termination of this Agreement, for any reason, you shall immediately cease using, displaying, or otherwise continuing to maintain any interest in the Merchant Content.

9. Merchant Content Usage Prohibitions. If you fail to comply with any prohibition of this Agreement you acknowledge and agree that you may be required to forfeit any and all commissions earned by you during the time period when you were non-compliant.

Merchant Content Usage Prohibitions include but are not limited to:

(a) Obtaining and/or using Merchant Content and/or our Intellectual Property unless otherwise specifically provided for in this Agreement including:

- (i) copying or obtaining any images or other content relating to the Merchant from the Merchant Website;
- (ii) copying or displaying any Merchant Content;
- (iii) modifying, adapting, translating, or creating derivative works based on the Merchant Content;
- (iv) removing, erasing, or tampering with any copyright, or other proprietary notices, in any copy of any of the Merchant Content;
- (v) taking any action which may cause deception, confusion, or otherwise reduces the value of the Merchant Content, or the goodwill associated therewith, or
- (vi) using the Merchant Content in any manner which disparages us, or portrays us, in a false, competitively adverse, or negative light.

(b) No Keyword Purchasing. Trademark plus paid search activity is allowed only with prior written approval from us. You agree that you will not purchase, or bid for the placement of, our name, our trademarks, or any variation thereof, or misspelling thereof, within any third party search engine or portal.

(c) Search Engine and Advertising Restrictions. You acknowledge and agree that you must abide by each of the following additional search engine and advertising restriction(s) which include but are not limited to:

- (i) all advertisements by you must be directed to your site or a page within your site;
- (ii) none of your advertisements may link directly to the Merchant Website, or any page within the Merchant Website;
- (iii) you will not show the Merchant Website URL as the URL in your ads; and
- (iv) you will not use the words "official site" or words to a similar effect in connection with any use of our trademarks, or other forms of intellectual property, otherwise suggest, or imply, that your site is an official Merchant site, or partner.

(d) Promotion Codes & Coupons. Absent our prior written consent, you shall not utilize any promotion, promotion code, coupon, or any other type of promotional opportunity that is not explicitly authorized for Merchant's Affiliate Program, or explicitly authorized for your use.

(e) Trademark and Look and Feel Restrictions. At our request and sole discretion, you shall immediately substitute, and/or remove, any Merchant Content from your website;

Absent our written consent, you are prohibited from:

- (i) including any name, trademark, trade name, service name, logo, or similar business identifier, or any variation, or misspelling thereof, which is owned or controlled by us in any domain name, URL, or similar identifier used by you;
- (ii) altering or attempting to alter the look, feel, content, features, or functionality of the Merchant Website;

(iii) on your website(s), in any way copying, or resembling the look, feel, or content of the Merchant Website, or creating any impression that your website is part of the Merchant Website;

(iv) in any way, or by any means exploiting our name, trademark, trade name, service name, logo, or any other type of business identifier, or any variation or misspelling thereof;

(v) using any of our Merchant Content, in any way, or by any means, to link or otherwise direct potential customers to any website other than the Merchant Website; or

(vii) attempting to, or actually intercepting or redirecting, potential customers from the Merchant Website, or any other website participating in this Affiliate Program.

(f) Communications with Consumers. Absent our prior written consent, you are prohibited from:

(i) generating or sending any email messages, text, mobile messages, or any other type of electronic message (hereafter individually or collectively referred to as "Electronic Message") that use or contain any of our intellectual property, including but not limited to, our name, our logo, or any variation thereof, our trademarks, our Products, or any of the Qualifying Links or URLs provided to you as part of the Affiliate Program;

(ii) sending any Electronic Message that in any way suggests, or is likely to mislead a recipient into believing that we, or any related person, was the sender or sponsor of such Electronic Message;

(iii) forwarding, redistributing, or otherwise repurposing any Electronic Message that we send to customers; or

(iv) generating or sending any unsolicited email (i.e. spam) under this Agreement or any email in violation of the CAN-SPAM Act of 2003 (including any amendments or successor laws) or any other applicable laws or regulations.

10. **Suitability of Affiliate Websites/Prohibitions.**

(a) In our sole discretion we reserve the right to determine if your website(s) are not suitable for the Affiliate Program. We may determine such unsuitability for reasons including but not limited to violation of any legal and/or suitability restriction(s). You are

strictly prohibited from participating in the Affiliate Program if the websites operated by you violate any website legal and/or suitability restriction. You represent, warrant, covenant, and agree that none of your participating websites, or any content or technology contained thereon, will at any time during the period that you are an Affiliate in this Affiliate Program violate any website legal and/or suitability restriction(s). If we believe that you have violated any website legal and/or suitability restriction we may, in addition to all other rights and remedies that we have, immediately terminate this Agreement and your participation in this Affiliate Program without notice.

We have the right in our sole and absolute discretion to monitor your websites to determine if you are in compliance with the terms of this Agreement, and you agree to provide us with unrestricted access to your websites for such purpose.

Prohibitions that apply to your participating website(s) include but are not limited to:

- (1) infringing on Merchant's, or any other person's, intellectual property, publicity, privacy, or other type of proprietary right;
- (2) breach of our Confidential Information;
- (3) failing to state an online privacy policy to visitors on your website;
- (4) violating any federal, state, or local law, rule, or regulation including but not limited to the Federal Trade Commission's ("FTC") rules, policies, and/or requirements with respect to affiliate marketing disclosures;
- (5) containing any content that is threatening, harassing, defamatory, obscene, harmful to minors, or contains nudity, pornography, or sexually explicit materials;
- (6) containing any viruses, such as Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information;
- (7) containing material that is false, inaccurate, fraudulent, misleading, or that promotes pyramid or similar schemes;
- (8) promoting violence or any illegal or immoral activity;
- (9) promoting any form of discrimination, including but not limited to, gender, race, religion, nationality, disability, sexual orientation, or age discrimination;
- (10) using or promoting the use of bulk email or spam;

(11) containing software or use technology that attempts to intercept, divert, or redirect internet traffic to or from any other website, or that potentially enables the diversion of affiliate commissions from another website;

(12) using any software that gathers information through the customer's internet connection without their knowledge;

(13) installing or causing spyware to be installed on another person's computer, or utilizing any opt-out downloads;

(14) failing to adhere to any product claim prohibitions and limitations;

(15) using the following (or substantially similar) words, phrases, or references with respect to claims about Merchant's products including but not limited to:

(i) Therapeutic, (ii) Medicinal/Medical, (iii) Clinical, (iv) Diagnostic, (v) Prevent/Prevention, (vi) Treat/Cure, (vii) Aliments, (viii) 100% Natural, (ix) Inflammation (when not linked to exercise), (x) Any disease state linked with product use, or (xi) any reference to Functional Remedies as a strain.

(16) making any of the following (or substantially similar) claims or references with respect to any of Merchant's products:

(i) helps support a sense of calm for focus; (ii) helps support management of normal, everyday stresses; (iii) helps support recovery from exercise-induced inflammation; or (iv) helps support healthy sleep cycles;

(17) engineering your websites in a manner designed to direct or pull internet traffic away from our Merchant website; (ii) attempting to or modifying or altering or otherwise changing our Merchant website in any way; (iii) making a representation or creating any appearance that a visitor to your website is visiting our website in either an express or implied manner (e.g., "framing" the Merchant website) without our prior written consent; (iv) "scraping" or "spidering" any merchant website for Merchant Content (as defined herein); or

(18) purchasing products during sessions initiated through Qualified Links on your websites for resale, or commercial use of any kind. Such purchases may result, in our sole discretion, in the termination of this Agreement.

11. Rights, Operation, and Maintenance of the Merchant Website.

(a) You acknowledge and agree that customers who access the Merchant Website are deemed to be exclusively our customers, not yours. Accordingly, all of our

applicable rules, policies, and procedures concerning orders, returns, refunds, customer service, privacy, and other terms of use and sale, will apply to such customers. As between the parties, all information obtained through the use of the Merchant Website shall be our exclusive property.

(b) You acknowledge and agree that we will accept or reject, in our sole discretion, all orders by customers for Products placed on, or through, the Merchant Website. You further acknowledge and agree that:

(i) you do not have any authority to make or accept any offer, or commitment, on behalf of us;

(ii) we do not guarantee the availability of any Product for sale on the Merchant Website; and

(iii) we are solely responsible for all pricing, merchandising, order processing, order fulfillment, shipping, returns, and all other aspects of the Merchant Website and the sale of Product thereunder.

© At our sole discretion, we may change our policies and operating procedures. We will determine the prices to be charged for Products sold under the Affiliate Program in accordance with our own pricing policies. Product prices and availability may vary from time to time. We will use commercially reasonable efforts to present accurate information about pricing and availability, but we cannot guarantee the availability or price of any particular Product; that the pricing and/or availability will be error-free; or there will be no interruptions to the operation of our Merchant Website.

12. **Tracking.**

(a) We will track sales made to customers who purchase Products using Affiliate WP Qualified Links that you will generate using our technology, from your website to our website, and reports and/or promo codes summarizing this sales activity will be available to you by us. The form, content, and frequency of the reports are limited to those reports and capabilities available through our Merchant Network and may vary from time to time according to our sole discretion. We are not responsible for any changes that we may make in reporting format, timing, or types of reports available to the members of our Affiliate Program. To permit accurate tracking, reporting, and fee accrual you must ensure that the links between your website and our website are properly formatted. We are not responsible for improperly formatted links regardless of whether you have made amendments to the code or not. In addition, we are unable to track or provide you credit for sales from customers that are referred to us with browsers that do not have their cookies setting enabled. You agree not to disclose information contained in any reports

regarding us to any third party without our prior written consent and agree that such information is our Confidential Information.

(b) You represent, warrant, covenant, and agree that you will not at any time bypass, modify, circumvent, impair, disable, or otherwise interfere with any links, web beacons, cookies or other technology provided by us.

13. Responsibility for Your Websites and Your Participation.

(a) You will be solely responsible for the development, operation, and maintenance of all websites that are linked to the Merchant Website hereunder and for all content, technology, and other information that appears on such websites. You are responsible for complying with all of the terms and conditions herein and all applicable laws, rules, and regulations. You represent, warrant, covenant, and agree to each of the following provisions:

(i) you will not state or imply that we sponsor, endorse, sanction or otherwise approve your website or any of your products or service;

(ii) you will not state or imply that you are our associate, partner, or agent or otherwise take any action that could reasonably cause customers confusion as to our relationship with you;

(iii) you will not take any action that could reasonably cause customers confusion as to the website on which any data collection, purchase transaction, or other functions are occurring,

(iv) at all times during and after the term of this Agreement, you will protect all of our Confidential Information and Intellectual Property that you obtain or otherwise have access to with the same degree of care that you use to protect your own confidential and proprietary information but in no event less than a reasonable standard of care;

(v) you will only use our Confidential Information to the extent necessary to perform your obligations hereunder; and

(vi) you will promptly notify us of any malfunctioning of the Qualifying Links or other problems with your participation in the Program.

(b) We disclaim all liability for all such matters as stated in this paragraph 13. Further, you agree to defend, indemnify, and hold us harmless from all claims, damages, and expenses (including, without limitation, attorney fees) relating to the development, operation, maintenance, or content of your website.

14. **Press Release/Publicity.** You agree that you will not issue any press release or make any other public announcement that makes any reference to us without our prior written consent, which consent may be withheld in our sole discretion.

15. **Indemnification.**

Affiliate Indemnification. You will, at your own cost and expense, indemnify, defend, and hold harmless, Merchant and its parents, subsidiaries and company affiliates, and each of their respective directors, officers, employees, agents, successors, attorneys, and assigns against any claim, suit, action, judgment, liability, loss, cost, expense and other damages (even if such claims are groundless, fraudulent or false), including reasonable attorney fees, based upon or in connection with:

- (i) any breach or alleged breach of your representations, warranties, covenants agreements, or obligations hereunder;
- (ii) your website(s) including but not limited to any development, content, operation, maintenance, technology or other materials displayed or contained thereon, including but not limited to with respect to claims of misappropriation or infringement;
- (iii) your failure or alleged failure to comply with any applicable law, rule or regulation;
- (vi) claims for unsolicited email, spamming or violation of the CAN-SPAM Act of 2003; or
- (vii) your misuse, unauthorized modification or unauthorized use of the service or materials provided by us.

Company Indemnification. Subject to the terms and conditions of this Agreement, Company shall indemnify, hold harmless, and defend Affiliate and its parent, officers, directors, partners, members, shareholders, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, relating to any claim of a third party arising out of or occurring in connection with:

- (a) Company's acts or omissions as manufacturer of the Products, including breach of this Agreement;

- (b) any warranties relating to Product manufacturing;
- (c) any failure by Company or its personnel to comply with any applicable Laws;
and
- (d) allegations that Company breached its agreement with a third party as a result of or in connection with entering into, performing under, or terminating this Agreement.

16. **Modification of Agreement.** We reserve the right to modify this Agreement, at any time, in our sole discretion, by posting a change of notice or a new agreement on our Merchant Network, and, if applicable, on the Merchant Website. If any modification is unacceptable to you, you agree that your sole recourse is to terminate this Agreement. Your continued use of the Merchant Content and participation in this Affiliate Program following any modification of this agreement shall constitute conclusive and binding acceptance to any modification or new agreement.

17. **Warranty Disclaimer.** We do not make any warranties, representations, or guarantees, with regard to the products or services sold through the Merchant Website, the operation and maintenance of the Merchant Website, whether express or implied, arising by law or otherwise, including without limitation any implied warranty of merchantability, fitness for a particular purpose, non-infringement, or any implied warranty arising from course of performance, course of dealing, or usage of trade. Without limiting the generality of the foregoing, we make no representation that the operation of the Merchant Website will be uninterrupted or error-free.

18. **Limitation of Damages.** The parties acknowledge and agree that under this Agreement we will not have any liability whatsoever including but not limited to in contract, warranty, tort, negligence, product liability, or any other legal basis for any indirect, incidental, special, punitive, or consequential damages, even if we were advised of the possibility of such damages, or for any loss of revenue, data, or profits arising under or with respect to this Agreement or the Affiliate Program.

19. **Independent Contractors.** We and you are in an independent contractor relationship and nothing in this Agreement will create any form of partnership, joint venture, agency, franchise, sales representative, or employment relationship. Except as otherwise expressly provided herein, neither Party has the authority to (i) bind the other Party by or to any contract, representation, understanding, act or deed, (ii) represent that either Party is an agent of the other Party, or (iii) represent that either Party is responsible for the acts or omissions of the other Party.

20. **Notice.** All written communications including but not limited to legal notices shall be sent to us at affiliate@synchronicityhempoil.com. As part of the Affiliate application process, you shall provide us with an e-mail address where such communications shall be sent to you.

21. **FTC and FCC Compliance.** As an Affiliate you accept and acknowledge that you are required to adhere to certain Federal Trade Commission ("FTC") and Federal Communications Commission ("FCC") laws and regulations.

22. **Governing Law/Venue.** It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. This Agreement is executed in the County of Boulder, State of Colorado and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Boulder, State of Colorado, and each party waives the right to change of venue.

23. **Force Majeure.** Our performance under this Agreement shall be excused to the extent that such performance is hindered, delayed, or made commercially impractical by causes beyond our reasonable control which the parties acknowledge and agree include but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, pandemic, disease, illness, accident, fire, natural disaster, wind or flood of any requirements of law or an act of God.

24. **Headings.** The titles and headings of the various sections and paragraphs in this Agreement are solely for convenience of reference and are not intended for any other purpose, or to explain, modify, or place any construction upon or on any of the provisions of this Agreement.

25. **Assignment.** You may not assign this Agreement or any of your rights or delegate any of your obligations under this Agreement, by operation of law or otherwise, without our prior written consent, and any such attempted assignment shall be void. Subject to such restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns.

26. **Waiver.** Our failure to enforce strict performance of any provision of this Agreement will not constitute a waiver of our right subsequently to enforce such provision or any other provision of this Agreement.

27. **Entire Agreement.** This Agreement and all attachments incorporated herein represent the complete agreement and understanding between us and supersedes any other oral or written communications or understandings between us regarding the subject

matter hereof. No amendment or modification to this Agreement will be binding upon Merchant unless agreed to in writing by our authorized representative.

28. **Severability.** In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severed from the remainder of this Agreement, and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

29. **Good Faith.** This Agreement shall be governed by the implied covenant of good faith and fair dealing in each party's performance and enforcement of this Agreement.

30. **Electronic Signature.** This Agreement shall be formally executed upon signature by both Parties. The Parties may execute and deliver this Agreement by electronic means, which shall have the same effect as an original signature.

ACCEPTED AND AGREED:

Synchronicity, LLC

Affiliate Name and Title

By: _____

By: _____

Andrew J. Campbell, CEO

Date: _____

Date: _____