

EarthSpring Medicinals Sales Partner Agreement

EarthSpring Medicinals offers Sales Partners, including Affiliates and Channel Partners the opportunity to use the EarthSpring Sales Partner Portal and participate in the Sales Partner discount program only ON THE CONDITION THAT Sales Partner agrees to BE BOUND BY the terms and conditions in the EarthSpring Medicinals Sales Partner Program Agreement (“Agreement”).

By PARTICIPATING IN THE SALES PARTNER PROGRAM, Sales Partner acknowledges that they have read, understands, and agrees to be bound by the Agreement.

1. Definitions

“**Sales Partner**” means the individual or company that EarthSpring Medicinals acknowledges has a limited, non-exclusive right to market, refer or resell EarthSpring Medicinals Products directly to End Users. Sales Partner includes, Channel Partner and Affiliate designations as outlined below.

“**Channel Partner**” means an individual or company that EarthSpring Medicinals acknowledges has a limited, non-exclusive right to buy EarthSpring Medicinals Products at a discount, then market and resell said Products directly to End Users.

“**Affiliate**” means an individual, influencer or company that EarthSpring Medicinals acknowledges has a limited, non-exclusive right to refer their customers and followers to the EarthSpring Medicinals website to use the Affiliate’s individual discount code, giving their customers or followers a 10% discount, while also providing Affiliate with a 20% commission on sales that come through their individual discount code.

“**Documentation**” means the Product instructions, research, dosages, recommendations, warnings, disclosures, cautions and other documentation prepared by EarthSpring Medicinals, in any form or medium, including all future versions that may be updated from time to time.

“**End User**” means the ultimate user of the Products.

“**EarthSpring Medicinals**” means EarthSpring Organics LLC, d.b.a. EarthSpring Medicinals, a Utah limited liability company with a principal place of business at 765 W. 1800 N. Suite A103 Logan, UT 84321

“**Order**” means a purchase commitment mutually agreed upon between EarthSpring Medicinals and Sales Partner

“**Products**” means all plant-based, all-natural, non-addictive proprietary or

non-proprietary health and wellness formulations, recipes and products being offered by EarthSpring Medicinals including, but not limited to Luna, Lull, Intima, Morning Glory, Panacea, Inner Peace, Allay and any other products offered by EarthSpring Medicinals to Sales Partner now and in the future.

2. Rights of Channel Partners

Subject to the terms and conditions of this Agreement, EarthSpring Medicinals grants Channel Partners the non-exclusive right to market and resell EarthSpring Medicinals Products. The Products must be obtained by EarthSpring Medicinals, or an authorized EarthSpring Medicinals distributor and may only be resold directly to End Users. Channel Partner agrees not to modify or copy any EarthSpring Medicinals Product. Channel Partner also agrees not to compete directly with EarthSpring Medicinals Products; however, Sales Partner may bundle the Products along with Channel Partner's products and distribute such bundled products to End Users. Channel Partner is free to set its own prices for the Products, if said prices are no greater than a 20% discount off of EarthSpring Medicinals retail price listed on their website at www.earthspringmedicinals.com. Minimum Orders will be required of all Channel Partners and will be available in the Sales Partner Portal for Channel Partners to review prior to placing their orders. Assuming minimum order requirements are met, Channel Partner pricing will be 50% off the retail pricing listed on the EarthSpring Medicinals public website. Additional discounts and/or promotions may be made available to Channel Partners from time to time and will be available for review by Channel Partners on the Sales Partner Portal at www.earthspringmedicinals.com .

3. Rights of Affiliates

Subject to the terms and conditions of this Agreement, EarthSpring Medicinals grants Affiliates the non-exclusive right to refer their customers and followers to the EarthSpring Medicinals website. Affiliate agrees to instruct said followers to use Affiliate's individual, personalized discount code when ordering EarthSpring Medicinals Products. This discount code will give their customers and followers a 10% discount on EarthSpring Medicinals Products and will also provide the mechanism to track Affiliate's referral sales and provide Affiliate with a 20% commission on sales that come through their individual discount code. EarthSpring Medicinals is not responsible to provide discounts for, or pay commissions on, any Orders that are placed without using an Affiliate Code. Affiliates agree not to modify or copy any EarthSpring Medicinals Product Affiliate also agrees not to compete directly with EarthSpring Medicinals Products. Affiliate Commissions will be paid on the 5th of the month for sales that occur between the 16th and the end of the previous month and on the 20th day of the month for sales that occur between the 1st and the 15th day of the current month.

4. Sales Partner Obligations

Sales Partner may not resell the Products to End Users who intend to alter the Products in any way or use the Products in any way other than for their own use or for the use of their friends and family. Sales Partners will not sublicense the

Products or resell the products to anyone other than End Users. Sales Partner must comply with the then-current terms of the EarthSpring Medicinals Sales Partner Agreement found in EarthSpring Medicinals Sales Partner Portal at www.earthspringmedicinals.com. Sales Partner agrees that all marketing materials, point of sale displays, sales brochures or sales collateral used by Sales Partner to market or sell EarthSpring Medicinals Products, need to be approved by EarthSpring Medicinals prior to use by the Sales Partner.

5. Terms and Delivery

EarthSpring Medicinals operates on a Cash Basis. All orders through Sales Partners and End Users are paid in advance. EarthSpring Medicinals agrees to ship product to Channel Partners or to Affiliate Referrals within three (3) business days of the order submission.

6. Taxes

Unless otherwise required by law, Sales Partner shall pay all applicable country, state, municipal and other taxes including, without limitation, sales, use, value added, withholding and other taxes, and customs and import duties on EarthSpring Medicinals Products sold by Sales Partner.

7. Limited Warranty

For the Subscription Term, EarthSpring Medicinals warrants that the Products, as updated from time to time by EarthSpring Medicinals, are manufactured with the intent to abide by all local laws. The EarthSpring Medicinals Products have not been evaluated by the FDA and are not intended to diagnose, treat, cure, or prevent any disease. The sole obligation of EarthSpring Medicinals and any Sales Partner's and/or End User's sole remedy is for EarthSpring Medicinals to correct any significant deviation from the specifications in a manner determined by EarthSpring Medicinals. Sales Partner also agrees to all Legal language and disclaimers listed on the EarthSpring Medicinals website.

AS BETWEEN EARTHSPRING MEDICINALS AND SALES PARTNER, THE PRODUCTS AND ANY MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS," AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS OR MATERIALS.

SALES PARTNER MAY NOT MAKE ANY ADDITIONAL CLAIMS, REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PRODUCTS OTHER THAN THE LIMITED WARRANTIES MADE BY EARTHSPRING MEDICINALS IN THIS AGREEMENT.

8. **Limitation of Liability**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EARTHSPRING MEDICINALS, ITS AFFILIATES, ITS LICENSORS OR DISTRIBUTORS WILL NOT BE LIABLE FOR (I) LOST PROFITS; (II) LOSS OF BUSINESS; (III) LOSS OF GOODWILL, OPPORTUNITY, OR REVENUE; (IV) LOSS OF ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR TERMINATION OF THIS AGREEMENT WHETHER FORESEEABLE OR UNFORESEEABLE INCLUDING, BUT NOT LIMITED TO CLAIMS FOR USE OF THE PRODUCTS, NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHERWISE AND THIRD PARTY CLAIMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EARTHSPRING MEDICINALS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY RECEIVED BY EARTHSPRING MEDICINALS FOR THE PRODUCTS PURCHASED BY SALES PARTNER.

9. **Confidential Information**

Each party (the "Disclosing Party") may disclose to the other (the "Receiving Party") certain confidential technical and business information which the Disclosing Party desires the Receiving Party to treat as confidential. "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally, electronically or by inspection of tangible objects (including without limitation documents, prototypes, equipment, technical data, trade secrets and know-how, product plans, Products, services, suppliers, customer lists and customer information, prices and costs, markets, developments, inventions, processes, formulas, marketing, licenses, finances, budgets and other business information), which is designated as "Confidential," "Proprietary" or some similar designation at or prior to the time of disclosure, or which should otherwise reasonably be considered confidential by the Receiving Party. Confidential Information may also include information disclosed to a Disclosing Party by third parties. Confidential Information shall not, however, include any information which the Receiving Party can document (i) was publicly known and made generally available prior to the time of disclosure by the Disclosing Party or an authorized third party; (ii) becomes publicly known and made generally available after disclosure through no action or inaction of the Receiving Party in violation of any obligation of confidentiality; (iii) is already in the possession of the Receiving Party at the time of disclosure; (iv) is lawfully obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. The Receiving Party agrees it shall take the same measures, but no less than reasonable security measures, and use the same care, but no less than a reasonable degree of care, as it uses with its own confidential information to preserve and protect the secrecy of, and to avoid disclosure or unauthorized use, publication, or distribution of, the Disclosing Party's Confidential Information. The

Receiving Party may use Confidential Information only for the purposes identified in this Agreement and shall disclose the Confidential Information only to its employees, agents or consultants who have a need to know the Confidential Information, have been advised of the confidentiality obligations related to the Confidential Information, and are under an obligation of confidentiality no less stringent than that contained herein. Any other use of Confidential Information is forbidden and a material breach of this Agreement.

10. Proprietary Rights

The Products and all related intellectual property rights are the exclusive property of EarthSpring Medicinals or its licensors. All rights, title, and interest in and to the Products, any modifications, translations, or derivatives thereof, even if unauthorized, and all applicable rights in patents, copyrights, trade secrets, trademarks and all intellectual property rights in the Products remain exclusively with EarthSpring Medicinals. The Products are valuable, proprietary, and unique, and Sales Partner agrees to be bound by and observe the proprietary nature of the Products. Sales Partner may not remove any proprietary notice of EarthSpring Medicinals or any third party. No ownership of the Products passes to Sales Partner. EarthSpring Medicinals may make changes to the Products at any time without notice. Except as otherwise expressly provided, EarthSpring Medicinals grants no express or implied right under EarthSpring Medicinals patents, copyrights, trademarks, or other intellectual property rights.

11. Right to Use Trademark and Trade Name

Any and all trademarks and trade names which EarthSpring Medicinals uses in connection with the rights granted hereunder are and remain the exclusive property of EarthSpring Medicinals. This Agreement gives the Sales Partner no right therein except a limited right to reproduce trademarks and trade names as necessary for the sole purpose of allowing Sales Partner to fully promote and market EarthSpring Medicinals Products pursuant to the terms of this Agreement. Artwork by EarthSpring Medicinals may be requested and used by Sales Partner for the duration of this Agreement.

12. Term and Termination

This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. This Agreement may be terminated immediately by written notice from EarthSpring Medicinals in the case of (1) any material breach by Sales Partner, including Sales Partner's breach of Section 14, 15, 16, or 17 of this Agreement, or (2) Sales Partner being declared insolvent or bankrupt. Sales Partner shall remain obligated to pay the fees for all Products shipped or provisioned to Sales Partner or End User. All sums due to EarthSpring Medicinals shall become immediately due and payable on the date of termination. Upon termination of this Agreement, Sales Partner shall promptly return all EarthSpring Medicinals proprietary and Confidential Information including, but not limited to, the Products and the Documentation provided by EarthSpring Medicinals.

The obligations under Sections 3, 4, 5, 7-10, 12-18 shall survive termination of this Agreement.

13. Indemnification

Sales Partner agrees to defend, indemnify and hold EarthSpring Medicinals harmless from and against any and all damages, liabilities, costs and expenses (including but not limited to attorneys' fees) arising out of, related to or incurred by EarthSpring Medicinals in connection with or as a result of any claim or proceeding made or brought against EarthSpring Medicinals with respect to any allegation that (i) any product(s) other than the Products infringes upon any intellectual property right, (ii) any product(s) other than the Products fails to perform, (iii) the combination of the Products with any other products infringes upon any intellectual property right; (iv) relates to Sales Partner's sales and marketing efforts and activities, or (v) there is any material breach or default by Sales Partner in the performance of its obligations under agreements with EarthSpring Medicinals, its distributors or End Users.

14. Trade Sanctions and Export Control Laws and Regulations

Sales Partner will comply with all trade sanctions and export control laws and regulations that apply to this Agreement, the parties, and/or the transactions performed thereunder, including, but not limited to, where applicable: U.S. export controls administered and enforced by the U.S. Commerce Department's Bureau of Industry and Security; U.S. export controls administered and enforced by the U.S. State Department's Directorate of Defense Trade Controls; U.S. trade sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control; European Union trade sanctions and export laws (including without limitation Council Regulation (EC) No. 428/2009 (as amended)); United Nations resolutions/European Union regulations imposing restrictive measures/trade sanctions/embargoes or other restrictions on exporting goods and services; and the export/import regulations of other countries.

Sales Partner represents and warrants that it is not located, organized, or ordinarily resident in or acting on behalf of a country or territory that is the subject or the target of comprehensive U.S. sanctions (each a "Sanctioned Territory") (currently Cuba, Iran, Sudan, Syria, and Crimea, but subject to change at any time). Sales Partner also represents and warrants that it will not sell the Products to any End Users or customers in a Sanctioned Territory; that it is not a party designated under or owned or controlled by a person or party designated under U.S. or E.U. trade sanctions or export controls, including the U.S. Department of Commerce Denied Persons List, Entities List or Unverified List; the U.S. Department of State Debarred List; or any of the lists administered by the U.S. Department of Treasury, including lists of Specially Designated Nationals, Specially Designated Terrorists or Specially Designated Narcotics Traffickers or listed in any restrictive measures (sanctions) lists administered by the EU including without limitation regulations based on Article 215 TFEU and

decisions adopted in the framework of the Common Foreign and Security Policy) (collectively, "Restricted Party"); that it will not sell the Products to any Restricted Party; and that it will not use the software or technology for any end uses prohibited under applicable export controls.

To the extent Sales Partner engages in any activity pursuant to this Agreement that causes EarthSpring Medicinals to violate applicable trade sanctions or export control laws or regulations or causes EarthSpring Medicinals to engage in dealings or transactions with or that benefit Restricted Parties, EarthSpring Medicinals has the option to terminate this Agreement pursuant to Section 12 above, and neither party to the Agreement will be required to continue performance thereunder if this option is invoked. EarthSpring Medicinals shall not be liable for any damages claimed by Sales Partner if the Agreement is terminated on this basis.

15. Government Restricted Rights

Sales Partner is responsible, at its own expense, for any local government permits, licenses or approvals required to resell Products.

16. Compliance with Anticorruption Laws

In connection with this Agreement and all Sales Partner activities related to the Products and the Sales Partner Program, Sales Partner will comply with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and all other anti-bribery laws and regulations applicable to Sales Partner or EarthSpring Medicinals as well as all policies, and procedures EarthSpring Medicinals may make available from time to time (individually and collectively, the "Anticorruption Standards").

17. Accounting

Sales Partner shall keep and maintain its books, records, and accounts in reasonable detail to accurately reflect Sales Partner activities and transactions in relation to this Agreement or the Products. Sales Partner represents, warrants, and covenants that it has devised and will maintain a system of internal accounting controls sufficient to provide reasonable assurances that all expenditures in connection with the Agreement or the Products are properly authorized, recorded, and consistent with this Agreement.

18. General

EarthSpring Medicinals and Sales Partner are independent contractors. No agency or franchisee relationship between Sales Partner and EarthSpring Medicinals is created by this Agreement. Neither party shall have any right or authority to act on behalf of the other or represent that it has such right or authority. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and the parties have not relied on any promise, representation, or warranty, express or implied, that is not in this Agreement. Any waiver or modification of this Agreement is only effective if it is in writing and signed by both parties. All pre-printed or standard terms of any

purchase order or other Sales Partner business processing document have no effect, and the terms and conditions of this Agreement will prevail over such forms, and any additional, inconsistent, conflicting, or different terms in such forms will be void and of no force and effect. If any part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be interpreted so as reasonably to affect the intention of the parties. EarthSpring Medicinals is not obligated under any other agreements unless they are in writing and signed by an authorized representative of EarthSpring Medicinals.