

FRATELLO AFFILIATE AGREEMENT

This Affiliate Agreement is between Fratello Group Inc. operating as Fratello Coffee Roasters ("**Fratello**" or "**we**"), and the person named as the affiliate on the signing page attached to these terms, or the affiliate sign-up page (the "**Affiliate**" or "**you**"). These terms form a legal agreement between Fratello and you as the Affiliate. Please read all the terms before indicating acceptance. These terms apply to the Fratello affiliate program (the "**Program**"), and any support services, or new features added to the Program by Fratello from time to time. By participating in the Program, you accept these terms. If you do not accept the terms of this Agreement, you are not authorized to participate as an affiliate. You are bound by these terms even if you do not read all the terms.

1.0 Introduction & Definitions

1.1 The Program allows you to receive a payment from us for referring new customers to Fratello. To participate in the Program you must complete the application form provided by us, and comply with these terms.

1.2 In this Agreement:

"Affiliate Account" is an online account in the name of the Affiliate on the Platform, tracking the amounts of the Commissions earned;

"Commission" is defined in section 4.1;

"Confidential Information" means all proprietary information furnished by Fratello to Affiliate relating to the past, present or future business or operations of Fratello, including but not limited to, trade secrets, financial information, marketing plans, and includes the contents of this Agreement;

"Fratello Marks" means the FRATELLO brands and trademarks used and adopted by us from time to time;

"Fratello Products" means all Fratello-branded roasted coffee products, tea products, coffee brewing equipment and accessories which are eligible for Commissions as set forth in the Platform;

"Platform" means the online affiliate-management platform that Fratello designates for use by affiliates;

"Promotional Materials" is defined in section 2.1

"Referred Customer" means someone who becomes a customer of Fratello through purchase of Fratello products, and can be verified through the Platform as having been referred by the Affiliate.

2.0 Rights to Act as an Affiliate

2.1 Upon receipt by Fratello of the application form and your acceptance into the Program by Fratello, we will grant you a nonexclusive, non-transferable license for the term of this Agreement to display certain promotional content, links, codes, other graphic or text material provided by Fratello through the Platform (the "**Promotional Materials**"), and the Fratello Marks, solely for the purpose of promoting the Fratello Products to prospective customers.

2.2 You agree to act as an affiliate and use the Promotional Materials and Fratello Marks only through the Platform.

2.3 This license allows you only the use of the Promotional Materials and Fratello Marks on the terms and to the extent set forth in this Agreement and any brand guidelines that we may issue. Any use beyond the scope or inconsistent with this Agreement may constitute a breach of this contract and/or trademark and/or copyright infringement.

3.0 Intellectual Property Rights

3.1 As between you and Fratello, any content that you create as part of the Program will be owned by you (with the exception of any Fratello Marks or Promotional Materials that we provide), and you represent and warrant that you will only use original content or content that is appropriately licensed by you.

3.2 We own all trademark rights to the Fratello Marks, and all copyright in the Promotional Materials.

3.3 You shall not take any steps which could result in any loss of rights in the Fratello Marks or the Promotional Materials. You shall inform Fratello if you become aware of any infringement of Fratello's trademark rights, copyrights, or other intellectual property rights.

3.4 Fratello shall not be liable to you for any loss of rights protecting Promotional Materials or Fratello Marks, or for any claims, causes of action or actions brought by third parties in connection with your use of the Promotional Material or Fratello Marks.

4.0 Commissions

4.1 In consideration of each Referred Customer, as confirmed by Fratello in accordance with this Agreement and our Platform, Fratello will pay you a percentage commission (the "**Commission**") on sales of Fratello Products, as set forth in the Platform. The Commission will be paid by EFT by the 15th of each month, in the month after the Commission is earned.

4.2 Commissions are earned and payable on qualified final sales of Fratello Products to Referred Customers, and are not payable on product orders which: (a) are returned or cancelled by the Referred Customer within 30 days of the invoice date, or (b) are cancelled or reversed by the online shopping cart due to non-payment by the customer, insufficient funds, lack of inventory, an error in the check-out information (such as shipping information or other order fulfillment information).

5.0 Tracking & Reporting

5.1 You agree to use the Platform for all tracking and reporting of your affiliate services, as well as the Commissions earned and paid as part of the Program. You acknowledge and agree that all entries to the Affiliate Account page will be deemed conclusive for purposes of calculating the Commissions unless an entry with which you have a concern is disputed in good faith by you in writing within thirty (30) calendar days following receipt of the Commission. If such error results in Fratello owing any amount to you, Fratello will pay such amount to you promptly by crediting the Affiliate Account, and remitting the payment through the Platform. If such error results in you owing any amount to Fratello, you will

promptly pay such amount to Fratello. Fratello may set-off or deduct any amount owing to you, in the event any amount is owed to Fratello under this Section.

6.0 Affiliate Obligations

6.1 You are responsible for compliance with:

(a) all applicable laws, including any and all applicable privacy laws, advertising and marketing laws and regulations related to electronic communications, influencer marketing, and regulations against deceptive marketing practices under Canada's anti-spam legislation (CASL) and the *Competition Act* (Canada). You agree to make appropriate disclosure of all material connections you have with the business, product or service you are promoting; and

(b) any Fratello policies, guidebooks, brand guidelines or handbook for the Program, as provided by us from time to time, which will detail the specifics of Fratello's brand messaging, tone, and visual guidelines, requirements and expectations.

6.2 You agree to display the Promotional Materials and Fratello Marks in connection with your content, only in accordance with these terms, including without limitation the following:

(a) You agree that Fratello has care and control over the character and quality of any services or products you provide (including informational services) under the Fratello Marks; and you will comply with Fratello's brand guidelines in all uses of the Fratello Marks;

(b) You may not use any graphic, textual or other materials to provide the services as an Affiliate other than the Promotional Materials;

(c) You will use the Promotional Materials to link only to the specific page and codes provided through the Platform;

(d) You may not alter, add to, subtract from, or otherwise modify the Promotional Materials or Fratello Marks, including font, proportions, colours, elements, nor animate, morph or otherwise distort the perspective or appearance of Promotional Materials or Fratello Marks;

(e) The Promotional Materials should not be used in a misleading context or in a manner that may harm the reputation of Fratello. You may not display the Promotional Materials or Fratello Marks in a manner which displays Fratello in a negative light or disparages Fratello;

(f) When associated directly or indirectly with the Promotional Materials or Fratello Marks, your content will not at any time contain any materials that are:

- Sexually explicit, obscene, or pornographic;

- Offensive, profane, hateful, threatening, harmful, defamatory, libellous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, gender identity, sexual orientation, physical disability, or otherwise);

- Graphically violent; or

- Solicitous of any unlawful behaviour.

6.3 You represent and warrant to us that you have the experience, expertise and capacity to participate in the affiliate program and provide the affiliate services as contemplated under this Agreement, and that all of the information about you that you have provided is true, accurate and complete.

7.0 Fratello Obligations

7.1 Fratello will provide access to the Platform, and the Promotional Materials, for your use with the affiliate services under this Agreement.

7.2 Fratello will pay the Commissions that are due and owing to you, as contemplated in this Agreement.

7.3 Fratello represents and warrants that it has all necessary rights to grant the license for you to act as an affiliate under this Agreement.

8.0 Confidentiality, Non-Solicitation, Non-Competition

8.1 The Affiliate agrees to maintain confidentiality over any Confidential Information disclosed to the Affiliate during this Agreement, and agrees not to disclose, misuse or misappropriate any such Confidential Information, or use it for any purpose other than performing the services contemplated under this Agreement. These obligations of confidentiality, non-disclosure and non-use will continue after termination of this Agreement for as long as the information remains confidential.

8.2 The Affiliate covenants and agrees that it is critical for Fratello to retain its staff, whether employees, affiliates, consultants, or independent contractors, as well as to protect its customers and accounts. Therefore, the Affiliate agrees not to, either while engaged as an affiliate or at any time during the six (6) months after termination of this Agreement, directly or indirectly solicit anyone who was an employee, affiliate, consultant, independent contractor or customer of Fratello, its affiliates, or subsidiaries.

9.0 Dispute Resolution

9.1 In the event of any dispute under this Agreement, the parties will endeavour to meet and discuss a resolution within 30 days of either party sending a notice of dispute to the other party.

9.2 If the dispute is not resolved under the previous section, then the parties agree exclusively to resolve the dispute by arbitration at ADR Chambers using the ADR Chambers Expedited Arbitration Rules. The arbitration shall be held in Calgary, Alberta and shall proceed in accordance with the provisions of the *Arbitration Act* (Alberta). Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

The decision of the arbitrator shall be final and binding upon the parties.

9.3 Notwithstanding the foregoing, we may seek immediate injunctive relief in the event of a material breach of this Agreement by Affiliate, where we perceive that without such injunctive relief, serious harm may be done to us.

9.4 This Agreement shall be exclusively governed by and construed in accordance with the laws of the Province of Alberta. Any action or proceeding arising out of or related to this Agreement shall be instituted exclusively in the courts of Province of Alberta and each party irrevocably submits to the jurisdiction of such courts in any such action or proceeding.

10.0 Liability & Indemnity

10.1 You shall indemnify Fratello, its affiliates, subsidiaries, agents and subcontractors from and against any and all claims, damages, causes of action, suits, losses, liabilities, obligations, expenses, penalties and costs (including reasonable legal fees) any of them may suffer or incur arising out of or in connection with any breach or non-compliance by you of any term, condition, representation or warranty in this Agreement.

10.2 Fratello shall indemnify Affiliate from and against any and all claims, damages, causes of action, suits, losses, liabilities, obligations, expenses, penalties and costs (including reasonable legal fees) that the Affiliate may suffer or incur arising out of or in connection with any claim that the Promotional Materials or Fratello Marks infringes the rights of a third-party.

10.3 IN NO EVENT WILL FRATELLO BE LIABLE UNDER THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF SALES OR BUSINESS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES, OR PURE ECONOMIC LOSS, REGARDLESS OF WHETHER IT WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

10.4 Notwithstanding anything to the contrary, the cumulative liability of Fratello under or in connection with this Agreement, the Program, under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, shall not exceed in aggregate the amount of the Commissions paid under this Agreement in the 12 month period prior to the event giving rise to the claim.

11.0 Termination

11.1 Either you or Fratello may terminate your participation in the Affiliate Programme at any time upon written notice.

11.2 Fratello may suspend or limit access to the Affiliate Account immediately in the event of a breach or threatened breach by the Affiliate of any of these terms

or if any of the representations or warranties of the Affiliate are untrue or inaccurate.

11.3 Upon termination for any reason, you must cease use of all Promotional Materials and Fratello Marks from your sites or accounts, and you cease use of all Fratello documents and other materials and any and all copies of any Confidential Information pertaining to the business of Fratello.

12.0 General Terms

12.1 *Relationship of the Parties.* The relationship between the parties is that of independent contracting parties. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties.

12.2 *Currency.* Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in Canadian currency.

12.3 *Entire Agreement.* This Agreement and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties to this Agreement.

12.4 *Assignment.* Affiliate shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, without Fratello's prior written consent, which consent Fratello may give or withhold in its sole discretion.

12.5 *Counterparts.* This Agreement may be signed by electronic acceptance, and may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by PDF, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

The parties have signed the Affiliate Agreement:

FRATELLO GROUP INC. operating as Fratello Coffee Roasters, by its authorized signatory:

Authorized Signatory

AFFILIATE:

Name: _____

Signature