

BREADCOIN VENDOR AGREEMENT

This agreement is made on this _____ day of _____ 2020 (the "Effective Date") between Breadcoin Foundation Ltd ("Breadcoin") and _____ ("Vendor") (collectively "The Parties");

WHEREAS Breadcoin is engaged in the business of creating and facilitating use of Breadcoin tokens;

WHEREAS Vendor is engaged in the business of providing food items for public sale;

WHEREAS the parties hereto, after mutual discussions, have come to an agreement that Vendor will offer food products for sale that may be obtained with Breadcoin tokens that will be redeemed by Breadcoin;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the sufficiency of which is explicitly acknowledged, the parties hereby agree as follows:

1. Term and Renewal

1.1 The agreement shall remain valid and binding for a period of one year from the Effective Date and shall be automatically renewed for additional one-year terms unless either party notifies the other in writing, preferentially by email, at least thirty days before the end of the term that they do not want to renew the contract.

2. Display

2.1 Vendor agrees to publicly display the Breadcoin logo in the manner requested by Breadcoin.

3. Redemption for Food Only

3.1 Vendor agrees to offer at least one food item obtainable with Breadcoin tokens at all times. Vendor agrees to limit acceptance of Breadcoin tokens to ONLY food and non-alcoholic drink items.

3.2 Each Breadcoin token will be initially valued at \$2.20. Breadcoin may change this valuation at any time but must provide Vendor written notice, including by email, at least forty-five days before the change in value takes effect.

4. Token Redemption

4.1 If Vendor so chooses, Breadcoin will provide a \$110 interest-free loan to Vendor (the "Breadcoin Loan") as pre-payment for Breadcoins redeemed by the Vendor. Vendor may repay the Breadcoin Loan with Breadcoin tokens. Once per month, the Breadcoin Loan amount shall be offset by the value of the redeemed tokens received by Vendor. Each month Breadcoin will re-fund the Breadcoin Loan up to \$110.

4.2 The parties agree that an email stating the number of Breadcoin tokens redeemed, the total payment of the loan made that month, and the details of that payment from Breadcoin to Vendor once per month will be the official accounting of the Breadcoin token redemption process.

4.3 Once per month a Breadcoin representative will visit Vendor's location to redeem the coins. This representative will be specifically named in an email from Breadcoin to ensure that Vendor knows who to expect.

5. Covenants of Vendor

Vendor hereby covenants with Breadcoin:

5.1 To always treat Breadcoin users and staff with respect and courtesy.

5.2 Not to send any kind of promotional or other material that is derogatory to or adverse to the interests, financial or otherwise, of Breadcoin or the Breadcoin.

5.3 To indemnify Breadcoin from all claims or losses, including but not limited to attorneys' fees that may arise against Breadcoin due to acts or omissions by Vendor.

5.4 To provide a full, correct, accurate and true description of Breadcoin to any person who asks about Breadcoin, including, but not limited to, customers, investors, or other vendors.

5.5 To be solely responsible for quality, quantity, merchantability, guarantee, and warranties with respect to the products offered by Vendor.

(initialed) _____
For _____

For Breadcoin Foundation Ltd

v. 1/1/2020

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5.6 To maintain access to an email account and to regularly check that account and promptly respond to communications from Breadcoin and identify any errors.

5.7 To raise any questions, exceptions or discrepancies, including with Breadcoin's monthly accounting, within a reasonable amount of time, typically within thirty days.

5.8 To provide proof of the ownership, licenses, and permits required to carry out its function as a vendor when requested by Breadcoin or its agents or assigns.

5.9 To be solely responsible for any dispute that may be raised by the customer relating to the foods and services provided.

5.10 To comply at all times with all applicable laws and regulations.

5.11 To be solely responsible for all applicable taxes for any Vendor sale.

5.12 Vendor acknowledges and agrees that Breadcoin tokens are not legal tender.

5.13 To seek advance approval from Breadcoin via email, prior to release of any promotion/advertisement material, insofar as the same relates to services offered pursuant to the terms of this Agreement. Breadcoin agrees to respond within a reasonable time period to any such request and not to withhold approval unreasonably.

5.14 To allow its name, stories, and images to be used in Breadcoin marketing materials.

6. Additional Rights of Vendor

6.1 If Breadcoin undertakes any vendor promotional efforts, Vendor will be included in those marketing efforts. Breadcoin will also, at its sole discretion, include the Vendor in any appropriate promotions to its network of donors and investors.

6.2 Vendor is eligible to apply for a Breadcoin small business loan.

7. Warranties, and Representations of Vendor

Vendor warrants and represents that

7.1 The signatory to the present agreement has the legal right and full authority to enter into this Agreement.

7.2 All obligations narrated under this Agreement are legal, valid, binding and enforceable in law against Vendor.

7.3 No legal, regulatory, or other proceedings are currently pending against Vendor that may have a material adverse effect on its ability to perform under this Agreement.

7.4 That it is an authorized business establishment and holds all of the requisite permits, licenses, and approvals to conduct its business and to enter into the present agreement with Breadcoin.

8. Termination

8.1 This agreement may be terminated for any or no reason by either party by giving at least thirty-days' notice in writing, including by email.

9. Jurisdiction and Applicable Law

9.1 This agreement is subject to the exclusive jurisdiction of competent courts of law in Washington, D.C. This agreement shall be governed by the laws of Washington D.C.

10. Notices

10.1 All notices and communication shall be via email, in English language. Official contact details are listed in Appendix A.

11. Miscellaneous

11.1 This Agreement embodies the entire agreement and understanding of the Parties and supersedes any and all other prior and contemporaneous agreements, correspondence, arrangements and understandings (whether written or oral) between the Parties with respect to its subject matter. This Agreement may be signed in one or more counterparts, with each part being an original document, and together constituting the entire Agreement.

(initialed) _____
For _____

For Breadcoin Foundation Ltd

v. 1/1/2020

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11.2 Nothing in this Agreement will be construed as creating a relationship of partnership, joint venture, agency or employment between the Parties.

11.3 Neither this Agreement nor any part of it is assignable, transferable, or licensable by Vendor, either by operation of law or otherwise, without the express, prior, written consent of Breadcoin signed by an authorized representative of such Party. Breadcoin is at liberty to refuse such consent at its sole discretion.

11.4 No waiver of any breach of any provision of this Agreement constitutes a waiver of any prior, concurrent or subsequent breach of the same or any other provisions, and will not be effective unless made in writing and signed by an authorized representative of the waiving Party.

11.5 Except as expressly set out in this Agreement, no amendment is binding on the Parties unless it is in writing and signed by a duly authorized representative of each of the Parties.

AGREED TO AND ACCEPTED BY:

For Breadcoin:

(Name)

(Signature)

(date)

For Vendor:

(Name)

(Signature)

(date)

Appendix A – Official Contact Information

Breadcoin:
info@breadcoin.org
Telephone: 202-876-6852
Mailing address: 455 Massachusetts Avenue, NW #260
Washington, DC 20001

Vendor: _____
Business Name: _____
Telephone: _____
Mailing address: _____
Email: _____

Additional Breadcoin Authorized Communicators:

Name: _____

Email: _____

Telephone: _____

Mailing address: _____

Additional Vendor Authorized Communicators:

Name: _____

Email: _____

Telephone: _____

Mailing address: _____

Additional Breadcoin Authorized Communicators:

Name: _____

Email: _____

Telephone: _____

Mailing address: _____

Additional Vendor Authorized Communicators:

Name: _____

Email: _____

Telephone: _____

Mailing address: _____
