

## **BREADCOIN DISTRIBUTING ORGANIZATION AGREEMENT**

This Breadcoin Distributing Organization Agreement (the “Agreement”) is made upon the Distributing Organization’s acceptance hereof through the Breadcoin website, [breadcoin.org](http://breadcoin.org), and is by and between Breadcoin Foundation Ltd (“Breadcoin”) and the Distributing Organization (each a “Party” and, collectively, “the Parties”). This Agreement is designed to create a mutually beneficial relationship between the Distributing Organization and Breadcoin and to further the Breadcoin mission to provide food to those in need with dignity, support local businesses and resource community groups. In consideration of the mutual promises and covenants contained herein, the sufficiency of which is explicitly acknowledged, the Parties hereby agree as follows:

### **1. Term and Renewal**

The Agreement will remain valid and binding for a period of one year from the date the Distributing Organization agrees to the terms of this Agreement by electronic signature through the Breadcoin website (the “Effective Date”) and will be automatically renewed for additional one-year terms unless either Party notifies the other in writing, including by email, at least thirty (30) days before the end of the term that the notifying Party does not want to renew the Agreement.

### **2. Obligations and Responsibilities**

2.1 Each Party will provide the other Party with a designated contact who will monitor and supervise the relationship between the Parties. If a Party’s designated contact changes at any time, that Party will notify the other Party within three (3) business days of such change and provide the new contact information.

2.2 Upon commencement of this Agreement, the Distributing Organization will specify in writing how the Distributing Organization will be using the Breadcoin tokens provided by Breadcoin. The Distributing Organization will notify Breadcoin immediately in writing if such desired usage changes. Breadcoin may decline to provide Breadcoin tokens to the Distributing Organization in the event of the following: if Breadcoin determines that the Distributing Organization is not using the Breadcoin tokens in the manner described by the Distributing Organization, if the Distributing Organization does not pick up or is no longer using the Breadcoin tokens provided to the Distributing Organization, and/or for any other reason, in Breadcoin’s sole discretion.

2.3 Upon receipt of the Distributing Organization’s written request of the proposed usage for the tokens, Breadcoin will provide the Distributing Organization with a written plan of (a) the amount of Breadcoin tokens to be provided to the Distributing Organization on a monthly/quarterly basis, (b) the location and timing of where the Breadcoin tokens will be delivered or are to be picked up by the Distributing Organization and (c) any other requirements with regard to the Distributing Organization’s usage of the Breadcoin tokens. Breadcoin may change the terms of the plan provided in accordance with this Section 2.3 at any time, in Breadcoin’s sole discretion.

2.4 The Distributing Organization will provide quarterly reports to Breadcoin via email detailing the amount and specific usage of Breadcoin tokens by the Distributing Organization in the previous quarter.

2.5 The Distributing Organization will use Breadcoin messaging and communication, if available, with its distribution and usage of Breadcoin tokens.

2.6 No Party will disclose or use any information of the other Party of a private, confidential or proprietary nature or any other trade secret without prior written authorization, except as required by law.

2.7 Each Party has the right to use the other Party's trademarks only in connection with and execution of the terms of this Agreement. Each Party acknowledges the ownership right of the other Party in the trademarks of the other Party and agrees that all use of the other Party's trademarks will inure to the benefit, and be on behalf, of the other Party. Each Party acknowledges that its utilization of the other Party's trademarks will not create in it, nor will it represent it has, any right, title, or interest in or to such trademarks other than the license expressly granted in this Section 2.7. Each Party agrees not to do anything contesting or impairing the trademark rights of the other Party.

2.8 Each Party agrees that, during the term of this Agreement and thereafter, each Party will not make any statements or representations, or otherwise communicate, directly or indirectly, in writing, orally or otherwise, or take any action which may, directly or indirectly, disparage the other Party or any of their respective officers, directors, employees, advisors, businesses or reputations.

### **3. Warranties, and Representations of the Distributing Organization**

The Distributing Organization warrants and represents:

3.1 The Distributing Organization is an authorized organization and holds all of the requisite permits, licenses, insurance and approvals to conduct its business and to enter into this Agreement and that the Distributing Organization has obtained all licenses, authorizations, approvals, consents, insurance or permits required by applicable laws to conduct its business generally and to perform its obligations under this Agreement;

3.2 The execution, delivery, and performance of this Agreement by the Distributing Organization will not violate, conflict with, require consent under or result in any breach or default under (i) any of the Distributing Organization's organizational documents, (ii) any applicable law, or (iii) the provisions of any material contract or agreement to which the Distributing Organization is a party or to which any of its material assets are bound;

3.3 No legal, regulatory, or other proceedings are currently pending against the Distributing Organization that may have a material adverse effect on its ability to perform under this Agreement;

3.4 The Distributing Organization understands and agrees that as a 501(c)(3), Breadcoin is absolutely prohibited from directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective public office. The Distributing Organization will not use the Breadcoin tokens in conjunction with a political campaign or agenda or to support any type of activity related to any nature of political activity; and

3.5 The Distributing Organization understands and agrees that Breadcoin exists for the purpose of inviting everyone to the table. And therefore, in accordance with Breadcoin policy, the Distributing Organization will not use the Breadcoin tokens in conjunction with any type of discrimination based upon race, political orientation, religion, gender, sexual orientation, age, national origin, ethnicity, ancestry, marital status, veteran status, or mental or physical disability or any other status prohibited by applicable law.

#### **4. Use of Breadcoin Tokens**

The Distributing Organization acknowledges and agrees:

4.1 Any Breadcoin tokens provided by Breadcoin to the Distributing Organization may only be used in accordance with the purposes and mission of Breadcoin as set forth on the Breadcoin website, <https://breadcoin.org/>; and

4.2 Breadcoin tokens may not be used by the Distributing Organization for the following purposes: personal use by employees, contractors, staff or any other persons affiliated with the Distributing Organization, political campaigns, proselytizing, resale, barter, or in exchange for favors.

#### **5. Termination**

This Agreement may be terminated for any or no reason by either Party by giving at least thirty days' (30) prior notice in writing, including by email. Upon termination of this Agreement, the Distributing Organization will notify Breadcoin if the Distributing Organization has possession of any Breadcoin tokens so that a Breadcoin representative can pick up the remaining tokens.

#### **6. Jurisdiction and Applicable Law**

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. This Agreement and all matters arising out of or relating to this Agreement including tort and statutory claims are governed by, and construed in accordance with, the laws of Washington D.C., without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. Either Party may institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts in each case located in Washington D.C.

#### **7. Miscellaneous**

7.1 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. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. This Agreement may be signed in one or more counterparts, with each part being an original document, and together constituting the entire Agreement.

7.2 The relationship of the Parties to each other is solely that of independent contractors. No Party will be considered an employee, agent, partner or fiduciary of the other except for such purposes as may be specifically enumerated herein, nor will anything contained in this Agreement be construed to create any partnership or joint venture between the Parties.

7.3 Neither this Agreement nor any part of it is assignable, transferable, or licensable by the Distributing Organization, 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. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Except for the Parties, their successors and permitted assigns, there are no third party beneficiaries under this Agreement.

7.4 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. 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.