

BREADCOIN VENDOR TERMS OF AGREEMENT

This Breadcoin Vendor Agreement (the “Agreement”) is made upon Vendor’s acceptance hereof through the Breadcoin website, breadcoin.org, and is by and between Breadcoin Foundation Ltd (“Breadcoin”) and Vendor (each a “Party” and, collectively, “the Parties”). 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

1.1 The Agreement shall remain valid and binding for a period of one year from the date Vendor agrees hereto 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, preferentially 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. 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 \$3.00. Breadcoin may change this valuation at any time, in Breadcoin’s sole discretion, with prior written notice to Vendor, including by email, at least forty-five (45) days before the change in value takes effect.

4. Token Redemption

4.1 Vendor will be contacted or visited by a Breadcoin representative each month to redeem coins. In the event Vendor has ten (10) or less Breadcoin tokens for redemption in any given month, Vendor will contact its Breadcoin representative who will determine whether to visit Vendor’s location in the current month or the following month due to that low token number. Notwithstanding the forgoing, Breadcoin has the sole right to decide when to collect and to redeem Breadcoin tokens during each month. Once per month and only when Vendor has at least 200 Breadcoin tokens for redemption after an initial pickup, upon Vendor’s request, a Breadcoin representative will visit Vendor’s location for a second time to redeem the additional Breadcoin tokens taken in by Vendor for that month.

4.2 Vendor is required to use the Stripe platform for receipt of any and all payments, including monthly reimbursements, from Breadcoin. Notwithstanding the foregoing, Breadcoin may change the Stripe method of reimbursement in its sole discretion upon sixty (60) days prior written notice. Instructions for setting up Stripe accounts to be provided by Breadcoin and completed by Vendor prior to reimbursement for any Breadcoins redeemed.

4.3 The Parties agree that an email stating the number of Breadcoin tokens redeemed and the details of that payment from Breadcoin to Vendor once per month will be the official accounting of the Breadcoin token redemption process.

5. Covenants of Vendor

Vendor hereby acknowledges and agrees:

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 Foundation Ltd or the Breadcoin token;

5.3 To provide a full, correct, accurate and true description of Breadcoin Foundation Ltd and the Breadcoin tokens to any person who asks about Breadcoin, including, but not limited to, customers, investors, or other vendors;

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

5.5 To maintain access to an email account and to regularly check that account and promptly respond to communications from Breadcoin;

5.6 To raise any questions, exceptions or discrepancies, including with regard to Breadcoin's monthly accounting, within thirty (30) days of receipt of any such information;

5.7 To provide proof of the ownership, food and service licenses, and permits and any other regulatory documentation required by federal, state and local laws and regulations to carry out its function as a food service vendor when requested by Breadcoin or its agents or assigns;

5.8 To be solely responsible for any dispute that may be raised by the customer relating to the food and services provided by Vendor.

5.9 To comply at all times with all applicable federal, state and local laws and regulations;

5.10 To be solely responsible for all applicable federal, state and local taxes for any Vendor sale;

5.11 That Breadcoin tokens are not legal tender;

5.12 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 to such requests within a reasonable time period and not to withhold approval unreasonably;

5.13 To allow its name, stories, and images to be used in Breadcoin marketing materials; and

5.14 To provide Breadcoin a copy (physical or electronic) of Vendor's liability insurance (with Breadcoin named as an "additional insured" if applicable) upon Breadcoin's request.

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, in its sole discretion, include 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 in accordance with the terms and conditions of such loan program.

7. Warranties, and Representations of Vendor

Vendor warrants and represents:

7.1 Vendor is an authorized business establishment and holds all of the requisite permits, licenses, insurance and approvals to conduct its business and to enter into the Agreement and that Vendor 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;

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

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.

8. Indemnification

8.1 Vendor will indemnify, defend, and hold harmless Breadcoin and its officers, directors, 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 reasonable attorneys' fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers (collectively, "Losses"), relating to/arising out of or resulting from any claim of a third party arising out of or occurring in connection with Vendor's services, the food products purchased from Vendor or Vendor's negligence, willful misconduct, or breach of this Agreement. Vendor will not enter into any settlement without Breadcoin's or Indemnified Party's prior written consent.

9. Termination

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

10. Jurisdiction and Applicable Law

10.1 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. 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..

11. Notices

11.1 All notices and communication will be via email, in the English language.

12. Miscellaneous

12.1 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.

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

12.3 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. 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.

12.4 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.