

The Reliable Company Healthcare Provider Recommending and Selling Partner Program Terms and Conditions

PROGRAM TERMS: This statement of The Reliable Company Healthcare Recommending and Selling Partner Program terms and conditions (hereinafter called the "Partner Program") is provided by the following organization, hereinafter referred to as "Company": The Reliable Company, LLC, located at 1523 6th Ave. W., Suite 1010, Bradenton, Florida 34205. Our primary website is www.reliablereliefcbd.com. This Partner Program is a legal contract between you and the Company that describes the Reliable Recommending and Selling Partner relationship we are entering into. The Partner Program covers your responsibilities as a Reliable Reselling and/or Recommending Partner (hereinafter called the "Partner") and our responsibilities to you. Please ensure you read and understand the entirety of this document, as well as have a lawyer's assistance if you desire, because each of the terms of this Partner Program is important to our working relationship.

ACCEPTANCE: BY **CLICKING THE BOX** BEFORE THE STATEMENT "I AGREE TO THE PARTNER PROGRAM TERMS" SHOWN ON THE "HEALTHCARE PROVIDER PARTNER REGISTRATIONS" PAGE ON OUR WEBSITE YOU INDICATE THAT YOU HAVE READ THE PARTNER TERMS AND ACCEPT THE TERMS AND CONDITIONS CONTAINED IN THE PARTNER TERMS. IF PARTNER OR DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, PARTNER WILL NOT BE PERMITTED TO SELL OR EARN RECOMMENDER COMMISSIONS ON THE RELIABLE COMPANY LLC' CLIENT PRODUCTS. THIS PARTNER TERMS IS EFFECTIVE UPON THE RELIABLE COMPANY LLC' ACCEPTANCE OF PARTNER'S ENROLMENT IN THE RELIABLE COMPANY LLC' HEALTHCARE PROVIDER RECOMMENDING AND SELLING PARTNER PROGRAM, EVIDENCED BY EMAIL CONFIRMATION TO PARTNER FROM THE RELIABLE COMPANY LLC.

1. **Definitions.** The following definitions apply to capitalized terms in this Program Program. All other capitalized terms are defined in the body of the Partner Program.
 - 1.1. The Parties referred to in this Partner Program shall be defined as follows:
 - (a) **Company, Us, We:** As we describe above, we'll be referred to as the Company. Us, we, our, ours and other first-person pronouns will also refer to the Company, as well as all employees or legal agents of the Company.
 - (b) **You, the Recommender or Seller:** You will be referred to as the "Partner", "Recommending Partner" or "Selling Partner". You'll also be referred to throughout this Partner Program with second-person pronouns such as You, Your, or Yours.
 - (c) **Parties:** Collectively, the Parties to this Partner Program (the Company and You) will be referred to as "Parties" or individually as "Party."
 - (d) **Recommending and Selling Partner Program:** The program we've set up for our recommenders and sellers as described in this Partner Program.
 - (e) **Partner Application:** The fully completed form which must be provided to us for consideration of your inclusion in the Partner Program.
 - (f) **Website:** The primary website we've noted above will be referred to as Website.
 - 1.2. **"Confidential Information"** means all proprietary information disclosed by one Party to the other Party including (without limitation):
 - (a) proprietary product-related technology, ideas and algorithms;
 - (b) trade secrets;
 - (c) either Party's technical, business or financial information and plans;
 - (d) the terms of this Partner Program; and
 - (e) any item marked as confidential by the disclosing Party.
 - 1.3. **"Confidential Information"** shall not include information that the receiving Party can show
 - (a) is or becomes generally known or publicly available through no fault of the receiving Party;
 - (b) is known by or in the possession of the receiving Party prior to its disclosure, as evidenced by business records, and is not subject to restriction;
 - (c) is lawfully obtained from a third Party who has the right to make such disclosure;

(d) is at any time developed independently by Receiving Party or its Subsidiaries; or, is disclosed pursuant to a lawful requirement of a governmental agency or to a court order in connection with a judicial proceeding, but then only to the extent so required or ordered; in such case Receiving Party will use reasonable efforts to timely advise the Disclosing Party prior to disclosure so that Disclosing Party will have an opportunity to seek a protective order or other appropriate relief.

1.4. "**Documentation**" means any user documentation, on any media, provided by Company for use with the product.

1.5. "**End User**" means any person or entity that purchases a Product or Products solely for its own internal use.

1.6. "**Product**" means products available for purchase from Company as listed on Website www.reliablereliefCBD.com.

1.7. "**Products**" means more than Product (either several different types of Product or more than one of the same type of Product, or both).

1.8. "**Software**" shall mean software products and software or firmware incorporated in Products.

1.9. "**Territory**" means the United States of America exclusive of the States of Nebraska and South Dakota, and the State of Idaho unless pre-approved by Seller.

2. Appointment of Partner .

2.1. **Authorization and Appointment.** Company hereby authorizes and appoints Partner and Partner accepts the appointment as a non-exclusive Reliable Recommending and Selling Partner to purchase Products from Company and to market, sell, or incorporate for resale Company Products to End Users in the Territory, and Company authorizes and appoints Partner and Partner accepts the appointment, as a non-exclusive affiliate to promote Company Products to End Users in the Territory.

2.2. Restrictions on Appointment:

- (a) Partner's authorization from Company to recommend and resell Company Products from Company is limited to the Territory. Additional sales locations must be pre-approved by Company.
- (b) You must be at least 18 (eighteen) years of age to join our Partner Program. By submitting an application to our Partner Program, you represent and warrant that you are at least 18 years of age and may legally agree to this Partner Program. The Company assumes no responsibility or liability for any misrepresentation of your age.

2.3. Program sign-up.

- (a) In order to sign up for our Partner Program, you will first be asked to submit a Partner Program Application to join. The Reseller Reseller/Partner Application may be found at the following website: <https://reliablereliefcbd.com/provider-signup/>.
- (b) Submitting a Partner Program Application does not guarantee inclusion in the Partner Program. We evaluate each and every application and are the sole and exclusive decision-makers on Partner acceptance. Your application can be denied for any reason we choose. If we choose not to allow your inclusion in the Partner Program, we will attempt to notify you in a reasonable manner; however, if you do not hear from us within a reasonable time frame, please consider your application rejected. We are not obligated to provide you any explanation for your rejection, which as stated can be for any reason or manner whatsoever, including but not limited to a website or social media page which we believe violates our Acceptable Use Policy.
- (c) If your Partner Program Application is rejected, you may not reapply. If your Partner Application is accepted, each of the terms and conditions in this Partner Program applies to your participation.

2.4. Recommending Partner part of the Partner Program Information. After your acceptance in the Partner Program, you must ensure your account is set up thoroughly, including specific payout information and location (such as a bank or online account which we may use to post payment).

Please be advised the below is a general description of the Partner Program. Everything contained in this subsection is subject to the specific terms and conditions throughout the rest of this Partner Program and provided to Partner from time to time by Company.

(a) Information for the Recommending part of the Partner Program:

- (i) The Recommending part of the of the Partner Program is to allow Partners to refer people to buy CBD on ReliableReliefCBD.com at a discount and earn a commission from each sale made through their referral.
- (ii) To receive commissions, we provide the Recommending Partner a unique discount code for buyers to use during or before the checkout process on ReliableReliefCBD.com. The Partner is credited for any sales made on ReliableReliefCBD.com using the Partner's unique discount code ("Qualified Purchase"). Anyone can use the discount code to buy products on ReliableReliefCBD.com and the Partner will receive a commission on the sale.
- (iii) In addition to a discount code, we provide flyers, handouts and a website URL unique to the Partner.
- (iv) The website URL automatically sends the visitor to the Recommending Partner's custom landing page on ReliableReliefCBD.com, applies the discount for the visitor and ensures the Partner receives credit for any sales made by that visitor during that visit.
- (v) You agree to not advertise or promote online with direct links to our Website without our written approval. Links in your ads or promotions must point to landing pages on your website(s) or the custom website URL we provide you.
- (vi) You may not register domain names that contain our brand names or typos of our brands.
- (vii) Please note that we only sell to customers with USA billing and mailing addresses.
- (viii) The Recommending Partner will receive a commission of 15% (fifteen percent) of the then current Product Purchase Price for each Qualified Purchase.

(b) Specific Recommending Partner Terms Applicable:

- (i) We will determine whether payout is permissible in our sole and exclusive discretion. We reserve the right to reject clicks and/or sales that do not comply with the terms of this Partner Program or with our policies.
- (ii) Processing and fulfillment of orders will be our responsibility. We will also provide real-time data regarding your account with us through the portal on which you log into the website.
- (iii) As described above, in order to be eligible for payout, user purchases must be "Qualified Purchases." Qualified Purchases:
 - i. Must not be referred by any other partner or affiliate links of the Company (in other words, Qualified Purchases are only available through your specific Discount Code);
 - ii. May only be purchased through a properly-tracking Partner Link using your custom website URL or use of a discount code provided by Company to Partner;
 - iii. May not be purchased by a customer in violation of any of our legal terms or Acceptable Use Policy;
 - iv. May not be purchased by a customer outside the United States;
 - v. May not be fraudulent in any way, in the Company's sole and exclusive discretion (Company is not responsible and takes on no duty or obligation to detect or prevent fraudulent transactions or events from occurring);
 - vi. May only be from bona fide purchasers, with funds used for the purchase clearing our purchase system without rejected or return, now or later.

(c) **Partner Commissions.**

- (i) Commission payouts ("Payouts") will only be available when the Company has your current address information as well as accounting and tax documentation.
- (ii) For any changes in your address or accounting information, you must notify us immediately by updating your contact information on Company Website.
- (iii) You will be asked to submit a W8/W9 tax form.
- (iv) Accounting information must include either the routing and account number of a bank where you wish to post a direct deposit or an email address for an online method of payment for use when and if Company posts Payouts by online payment method.
- (v) Currently, the Company employs the following methods of payout: Check
- (vi) Payouts will be available by the 15th of the month following the end of the month in which a purchased product's 30 day money back guarantee period expires. For example, commissions on a product purchased on day 25 of month 1 will be paid by the 15th of the month following the 26th of month 2 which would mean commission due on that product will be paid by the 15th of month 3. Should Company accept a return of product after the product's 30 day money back guarantee has expired, any commissions paid for sale of that product will be deducted from a future commission payment.
- (vii) Payouts are also subject to the following restriction:
 - 1) Payouts are only available when a threshold of the following amount is met: \$50 (fifty US dollars).
 - 2) For any disputes as to payout, the Company must be notified within thirty days of your receipt of the payout. We will review each dispute notification as well as the underlying payout transaction to which it is related. Disputes filed after thirty days of payout will not be addressed.

3. Price and Payment for Resale Products.

3.1. Prices to Partner for resale of Reliable Products. The price payable by Selling Partner for each resale Product shall be the applicable suggested list price of such Product at the time of order less a 40% discount for Stocking Partners or less 25% for Sample Partners unless different discount is agreed in writing between the Parties.

3.2. Resale Prices. Selling Partner will determine its own resale prices to End Users. Company may, however, from time to time provide Partners with suggested retail price lists as listed on Company's Website.

3.3. Revision of Prices. Company may, upon thirty (30) days prior written notice to Partner, change the discount and/or prices for any or all Products not yet ordered.

3.4. Payment by Partner. Payment shall be made by check or via interbank transfer to Company's account at a bank designated by Company or by credit or debit card.

3.5. Partner Orders for Resale Products.

(a) **Submission.** All orders for the Products submitted by Partner ("Purchase Orders") shall be in writing and sent to Company at the address set forth above or placed online at <https://reliablereliefcbd.com/wholesale-login> or as Company otherwise specifies. Purchase Orders shall contain the following:

- (i) each item of Product ordered by name or model or part number,
- (ii) quantity requested;
- (iii) unit Price;
- (iv) payment arrangements;

(b) **Acceptance.** Company shall, within two (2) business days of receipt of the Purchase Order from Partner, communicate in writing (email being an acceptable form of writing) its acceptance or rejection of the said Purchase Order. Any orders not confirmed or rejected within the said two (2) business day period shall be deemed to have been accepted.

(c) **Cancellation.** Partner has the right to cancel any Purchase Order without any liability to Company upon written consent by Company.

4. **Revision of Authorization.** Company reserves the right to revise the list of Products and End User Services at any time during the term of this Partner Program. Company will notify Partner of such revisions.

5. **Shipment and Delivery**

5.1. **Delivery.** Company shall deliver the Products for resale in accordance to the instructions provided in the Purchase Order.

5.2. **Cost of Delivery.** Unless instructed otherwise in the Purchase Order, Company shall be responsible for all shipping cost upon delivery of Product, including packing, shipping, freight, and insurance charges.

5.3. **Failure or Delay in Delivery.** Company shall make commercially reasonable efforts to meet the estimated delivery date and or delivery date specified in Company's acceptance of the Purchase Order, but shall not be liable for failure to deliver or for any delay or effort in delivery of Product. In case Company cannot meet the estimated delivery date and or delivery date specified in Company's acceptance of the Purchase Order, Company shall promptly notify Seller or Recommender, and discuss in good faith on the appropriate delivery date.

5.4. **Shipment.**

(a) Company shall ship Product for resale directly to Partner, not to any End User unless specifically agreed between Company and Partner, at Company's expense and in accordance with shipping instructions provided in the Purchase Order. Unless otherwise specified on the Purchase Order, delivery shall be made to Partner's address specified on the Partner's account shown on Website or address mutually agreed between Company and Partner.

(b) Company shall ship Products sold directly to End User as a result of Partner marketing at Company's expense.

5.5. **Risk of Loss.**

(a) Title, risk of loss, theft, and damage of Product for resale shall pass to Partner upon delivery of Product to the address described in this section of the Partner Program.

(b) Title, risk of loss, theft, and damage of Products sold as a result of Partner marketing shall remain with Company.

5.6. **Defective Products.** In the event that the resale Product is found to be defective ("Defective Product") within ten (10) business days of acceptance of the Products, Partner shall promptly notify Company through e-mail of the existence of such Defective Product. Both Partner and Company shall, in good faith, work to resolve the problem without sending the Defective Product back to Company. Should Company determine that the Defective Product holds a major defect which cannot be remedied without having such Defective Product shipped back to Company, Company shall issue a return material authorization to Partner. Company shall immediately ship a replacement for the Defective Product and Partner shall, upon notice of shipment by Company return the Defective Product or destroy the Defective Product as directed in writing by Company.

5.7 **Taxes.** Partner shall bear and be responsible for the payment of all taxes in the Territory associated with the sale of any Product. Taxes related to Sales of Product purchased or provided to Partner pursuant to this Partner Program shall be paid by Partner and Partner shall present Seller with a Resale Certificate for Sales Tax or a Resale Certificate for Sales Tax for any State in which the Partner sells Seller's Products.

6. **Partner Responsibility.**

6.1. **Marketing.** Recommending and Selling Partner shall use its best efforts to market, advertise, and otherwise promote and sell the Product in the Territory.

6.2. **Employee Training.** Recommending and Selling Partner shall ensure that any of its employees who are responsible for the marketing, sales, and technical support of the Products have proper skill, training and background to enable them to provide such marketing, sales, and technical support service in a competent and professional manner.

6.3. **Repair and Evaluation Materials.** Recommending and Selling Partner shall maintain adequate spare units and evaluation units necessary to provide marketing, sales, and technical support service to End User.

6.4. Reverse Engineering. Partner hereby agrees not to

- (a) remove any Product identification, product information, or notices of any proprietary or copyright restrictions from any Product or any Product support material except as expressly agreed to in writing by Company;
- (b) separate the Product into component parts for distribution or transfer to a third Party.

6.5. Licenses and Permits. Partner is responsible for

- (a) obtaining and maintaining all licenses and permits required to sell Company's Products in any and all governmental jurisdictions in which Partner sells Company's Products;
- (b) complying with all rules and regulations regarding the sale of Products in any and all governmental jurisdictions in which Partner sells Company's Products.

7. Warranty.

7.1. Company warrants solely for the benefit of Partner that the Products will materially conform to the Documentation. This warranty does not apply to any damage resulting from unauthorized use or negligence on the part of Seller or Recommender. THIS SECTION SETS FORTH COMPANY'S SOLE OBLIGATION, AND PARTNER'S SOLE AND EXCLUSIVE REMEDY, FOR A BREACH OF THE WARRANTY IN THIS SECTION.

7.2. EXCEPT AS PROVIDED HEREIN, THE PRODUCT IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND. COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SERVICE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. COMPANY DOES NOT WARRANT THAT ALL DEFECTS WILL BE CORRECTED.

8. Confidential Information. Each Party shall protect the other's Confidential Information from unauthorized dissemination and use the same degree of care that such Party uses to protect its own like information. Neither Party shall disclose to third Parties the other's Confidential Information without the prior written consent of the other Party. Neither Party shall use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Partner Program. Each employee or agent of Partner, performing duties hereunder, shall be made aware of this Partner Program and shall execute a document that binds said employee or agent of Partner to the same level of confidentiality contained herein.

9. Ownership of Intellectual Property. Partner hereby agrees and acknowledges that Company, its suppliers, partners and licensors (if any), own and shall retain all right, title and interest in and to (a) the manufacture and/or production of Product (including all copies and derivative works thereof, by whomever produced), and associated Product Documentation, including all intellectual property rights embodied therein; (b) all of the service marks, trademarks, trade names or any other designations, and (c) all copyrights, patent rights, trade secret rights, and other proprietary rights in the Product, and Partner shall have no rights with respect thereto other than the limited rights expressly set forth in this Partner Program.

10. Trademark. Partner may, whether in connection with its own trademarks, use the then current Product names, logos and other marks ("Marks") on the Product and all marketing and promotional material therefore as authorized by Company for all proper purposes in the performance of Partner's duties hereunder. Partner's use of such Marks shall be in accordance with Company' policies in effect from time to time, including, but not limited to, trademark usage and advertising policies. Partner shall have no claim or right in such Marks and Partner shall not make any claim or contest the use of any such Mark authorized by Company. Except as expressly authorized in writing by Company, Partner shall not file or attempt to register any Mark or any mark confusingly similar thereto.

11. Term and Termination.

11.1. Term. This Partner Program shall commence on the Effective Date and will remain in full force and effect for an initial term of one (1) year, unless earlier terminated under this Partner Program.

11.2. Renewal. The Term shall automatically renew for successive one (1) year renewal terms ("Renewal Term") unless terminated by either Party with or without cause.

11.3. Termination without Cause. Either Party may terminate this Partner Program without cause upon sixty (60) days prior written notice to the other Party.

11.4. Termination for Cause. Either Party may terminate this Partner Program, effective immediately upon written notice to the other Party if:

- (a) the other Party materially breaches any term of this Partner Program and fails to cure such breach, which is a curable breach, within thirty (30) days after receipt of the non-breaching Party's written notice of such breach;
- (b) the other Party materially breaches any term of this Partner Program which is not capable of cure;
- (c) the other Party dissolves, becomes insolvent or makes a general assignment for the benefit of its creditors;
- (d) a voluntary or involuntary petition or proceeding is commenced by or against the other Party under federal, state or foreign bankruptcy laws; or
- (e) the other Party becomes insolvent, is unable to pay its debts as they become due or ceases to conduct business in the normal course.

Termination of this Partner Program under this Section will be without prejudice to any other remedy which may be available to a Party under applicable law.

11.5. Effects of Termination. Upon any termination or expiration of this Partner Program:

- (a) Partner shall cease to be an authorized reseller of Product and all rights and licenses granted to Seller or Recommender hereunder shall cease;
- (b) Partner shall immediately:
 - (i) cease all use and distribution of the Product;
 - (ii) discontinue any use of the Marks; and
 - (iii) cease to promote, solicit or procure orders for the Product.

11.6. Continuing Obligations. The termination of this Partner Program shall not release Partner from the obligation to pay any sum that Partner may then owe to Company, or from the obligation to perform any other duty or to discharge any other liability incurred by Partner prior thereto. The termination of this Partner Program shall not release Company from the warranties in this Partner Program.

12. Indemnification

12.1. Indemnity. Seller and Recommender shall indemnify and hold Company harmless from and against any and all damages, liabilities, costs and expenses (including reasonable attorney's fees) which Company incurs as a result of any claim based on any breach of any representation or warranty, covenant or agreement by Seller or Recommender under this Partner Program or any breach of this Partner Program by Seller or Recommender .

12.2. Conditions to Indemnity. Partner's obligations under this Section are contingent upon:

- (a) Company promptly gives written notice of any claim to Partner;
- (b) at Partner's expense, Company provides reasonable assistance which Partner may reasonably request for the defense of the claim; and
- (c) Partner has the right to control the defense or settlement of the claim, provided, however, that Company shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense.

13. Intellectual Property Infringement.

13.1. Indemnity. Company agrees to hold Partner harmless from and indemnify all liability for infringement of any patent, copyright or trademark rights or other intellectual property rights of third Parties which result from the sale of Products. Company agrees to defend Partner in such infringement suit or any Product liability suit resulting from the use or sale of Products, including but not limited to, out of court settlements, court costs, reasonable attorney's fees or any money judgment awarded at the conclusion of such suits subject to the understanding that Company shall have exclusive control over the defense and/or settlement of such suits.

13.2. Conditions to Indemnity. Company's obligations under this Section are contingent upon Partner:

- (a) giving prompt written notice to Company of any such claim;
- (b) allowing Company to control the defense and any related settlement of any such claim; and
- (c) furnishing Company with reasonable assistance in the defense of any such claim, so long as Company pays Partner's reasonable out-of-pocket expenses.

13.3. **Limitations of Indemnity.** Company shall have no obligation under this Partner Program for any claim of infringement or misappropriation to the extent that it results from

- (a) modifications to the Products made other than by Company;
- (b) failure of Partner to use updated or modified Products provided by Company to avoid a claim of infringement or misappropriation;
- (c) compliance by Company with designs, plans or specifications furnished by or on behalf of Partner; or
- (d) any opening of or other tampering with a Product by non-Company personnel.

13.4. THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND THE EXCLUSIVE REMEDY OF EACH PARTY WITH RESPECT TO ANY ALLEGED INFRINGEMENT OF ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER INTELLECTUAL PROPERTY RIGHTS

14. **LIMITATION OF LIABILITY.** COMPANY WILL NOT BE LIABLE UNDER ANY SECTION OF THIS AGREEMENT OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REPUTATIONS), WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS IN ADVANCE. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD PARTY CLAIMS AGAINST THE OTHER PARTY. IN NO EVENT WILL COMPANY BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY PARTNER. IN ADDITION, IN NO EVENT WHATSOEVER SHALL COMPANY'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT ACTUALLY RECEIVED BY COMPANY FROM PARTNER DURING THE THIRTY SIX (36) MONTHS PRECEDING THE EVENT WHICH GAVE RISE TO SUCH COMPANY LIABILITY.

15. **General Provision**

15.1. **Notice.** Any notices required or permitted shall be given to the appropriate Party at the address specified above, or at such other address as the Party shall specify in writing, and shall be effective upon actual receipt.

15.2. **Assignment.** The Parties may not assign this agreement or any right or obligation of this agreement, by operation of law or otherwise without prior written consent of the Party, which shall not be unreasonably withheld.

15.3. **Independent Contractors.** The Parties are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is created by this Partner Program.

15.4. **Severability.** The invalidity or unenforceability of any provisions of this Partner Program shall not affect the validity or enforceability of any other provision of this Partner Program, which shall remain in full force and effect.

15.5. **Headings.** The section headings contained in this Partner Program are for reference purposes only and shall not affect in any way the meaning or interpretation of this Partner Program.

15.6. **Interpretation.** In construing or interpreting this Partner Program, the word "or" shall not be construed as exclusive, and the word "including" shall not be limiting. The Parties agree that this Partner Program shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either Party and that ambiguities shall not be interpreted against the drafting Party.

15.7. **Amendments.** No change or modification of this Partner Program will be valid unless it is in writing and signed by each Party to this Partner Program.

15.8. **No Waiver.** A Party's failure to exercise or delay in exercising any right, power or privilege under this Partner Program shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

15.9. **Jurisdiction, Venue & Choice of Law.** Through your participation in the Partner Program, you agree that the laws of Florida shall govern any matter or dispute relating to or arising out of this Partner Program, as well as any dispute of any kind that may arise between you and the Company, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Partner Program is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of Florida, and specifically to the following county: Manatee County, Florida. You hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

15.10. Arbitration. In case of a dispute between the Parties relating to or arising out of this Partner Program, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the following county: Manatee County, Florida. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Partner Program, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of Florida. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by the Company will not be subject to arbitration and may, as an exception to this subpart, be litigated. The Parties, in agreement with this subpart of this Partner Program, waive any rights they may have to a jury trial in regard to arbitral claims.

15.11. Time Limit to Bring Legal Action. You agree that if you believe Company has violated this Partner Program or any other law, or injured you in any way, physically, emotionally or financially, that any such claim or lawsuit must be filed in the proper Court within one-year from the date your potential claim arises or one-year from the date of termination of this Partner Program, whichever is earlier.

15.12. Compliance of Law. The Parties shall comply with any and all applicable laws, rules and regulations of the governmental authorities concerned.

15.13. Force Majeure. A Party shall not be liable for any failure of or delay in the performance of this Partner Program for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event. In the event of a threatened default or default as a result of any of the above causes, the defaulting Party shall exercise its best efforts to avoid and cure such default. In the event such an event prevents performance thereunder for a period in excess of ninety (90) days, then the non-defaulting Party may elect to terminate this Partner Program and/or cancel or suspend any Purchase Orders thereunder by a written notice to the defaulting Party.

15.14. Electronic Communications Permitted. Electronic communications are permitted to both Parties under this Partner Program, including email. For any questions or concerns, please email us only at the following: info@reiablereliefcbd.com (email).

15.15. Export and Import Controls. Each Party shall be responsible for: (a) complying with all export restrictions, laws and regulations; (b) securing all permits and other licenses necessary to carry out its obligations under this Partner Program; and (c) paying all tariffs, duties and the like, associated with its export of any goods or the use of any information in connection with the Products.

15.16. Entire Partner Program. This Partner Program constitutes the entire agreement between the Parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the Parties, written or oral.