

Nuhemp Brand Hero Program Terms & Conditions

NOTE: Please READ, REVIEW AND MODIFY this template with your lawyer, no legal advice is given or implied

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND NUHEMP.
BY SUBMITTING THIS ONLINE APPLICATION YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY CONDITION LISTED IN THIS AGREEMENT.

This agreement describes the terms and conditions for participation in the Nuhemp Brand Hero program. In this agreement, the term "Brand Hero" refers to you (the applicant). In this agreement, "Nuhemp" refers to Nuhemp, LLC., a Limited Liability Corporation, with whom you are entering this agreement. By applying to the Nuhemp Brand Hero program you are confirming that you have read the agreement and agree to the terms and conditions.

Nuhemp reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Program, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Program after any such changes shall constitute your consent to such changes. These changes/modifications may include, but not limited to changes in the scope of available commissions, commission schedules, payment procedures and Brand Hero Program rules.

Violation of any of the terms below will result in the termination of your Account and for forfeiture of any outstanding Brand Hero commission payments earned during the violation. You agree to use the Brand Hero Program at your own risk.

Applying for our Program

You are applying for our Brand Hero Program right now. We reserve the right to decline or remove enrollment from our program at our discretion. As soon as your application is accepted, you can start sharing your unique affiliate link and earning Brand Hero commissions.

Account Terms & Prerequisites

- You must be 18 years or older to be part of this Brand Hero Program
- You must be a human. Accounts registered by "bots" or other automated methods are not permitted.
- You must provide your legal full name, a valid email address, and any other information requested to complete the signup process.
- Your login may only be used by one person – a single login shared by multiple people is not permitted.
- You are responsible for maintaining the security of your account and

password. Nuhemp cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

- You are responsible for all Content posted and activity that occurs under your account.
- One person or legal entity may not maintain more than one account.
- You may not use the Brand Hero Program for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
- You may not use the Brand Hero Program to earn money on your own Nuhemp product accounts.

Commissions, Payments & Refunds

Your Brand Hero dashboard is unique to you. It contains everything you'll need to promote our site and our product, including:

- Your affiliate link,
- One-click sharing to social media,
- Banner ads,
- And more sharing resources.

As you send traffic to our website via your unique affiliate link, you will receive credit for each unique visitor purchase you send our way. Your progress for each category of referral will be reflected in real-time on your Brand Hero dashboard. Each link provided by Nuhemp has an Affiliate ID attached. We can't track your sales and traffic without you posting the full URL, so please be sure to use your full or entire affiliate link. Our social sharing shortcuts have your affiliate link embedded in their posts. When a customer visits our site from your unique link, we will be able to register their purchase (if/when they make one), and credit the sale to you.

As your referrals generate sales, you will earn Brand Hero commissions. Commissions are issued once a month 40 days after the sale. This is to make sure that the customer doesn't return the product during our money-back period. We can pay you via company check, or via PayPal App, whichever you prefer.

The Brand Hero program pays 15% per total customer purchase through your unique referral link to click through and buy any Nuhemp listed products at retail value. We do not pay Brand Hero commissions on wholesale orders, taxes or shipping. You cannot receive commissions on your own orders through your own Brand Hero link or wholesale orders from you or other wholesale accounts. Commissions will only be paid on sales that are made when the customer clicks through qualified, correctly structured affiliate links. Properly coded links are the

sole responsibility of the Brand Hero. We will only pay commissions on links that are automatically tracked and reported by our systems. We will not pay commissions if someone says they purchased or someone says they entered a referral code if it was not tracked by our system. We can only pay commissions on business generated through properly formatted special links that were automatically tracked by our systems. Commissions can be viewed on the Brand Hero Dashboard.

Nuhemp reserves the right to cease Brand Hero marketing operations at any time

if the Nuhemp Brand Hero Manager feels for any reason that there is inappropriate activity being conducted by the Brand Hero. We reserve the right to disqualify commissions earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods. Although not explicitly followed as a matter of policy, if Nuhemp ceases any Brand Hero operations, we will provide fair and ample termination notice, via email, and individually evaluate existing

Brand Hero campaigns to determine exact end dates on a case-by-case basis.

Payments will be automatically paid out via PayPal to the account provided during the application process, on the 15th of each month. Payments only begin once you've earned more than \$50 in Brand Hero income. If your Brand Hero account never crosses the \$50 threshold, your commissions will not be realized or paid until the end of the program period. If your current Brand Hero earning is over \$50, you'll be paid each payout. If you haven't earned \$50 since the last scheduled payout, we'll pay you the following payout after you've crossed the \$50 threshold. Once the program is complete, you will be paid all outstanding balances on the following payout date.

In the event a customer requests a refund for a transaction for which the Brand Hero has earned commissions, any commissions earned on the refund amount will be deducted from the Brand Hero's balance.

Brand Hero Status

You agree that as a Nuhemp Brand Hero you are an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Nuhemp, LLC. You are not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of Nuhemp, LLC. You agree that you will be solely responsible for paying all expenses incurred including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. YOU UNDERSTAND THAT YOU SHALL NOT BE TREATED AS AN EMPLOYEE OF Nuhemp, LLC FOR FEDERAL OR STATE TAX PURPOSES. Nuhemp, LLC is not responsible for withholding taxes, and shall not withhold or deduct from bonuses and/or commissions, if any, FICA, or taxes of any kind, unless specifically ordered to do so by

the Internal Revenue Service or similar government organization. Independent contractors who earn \$600 or more in one calendar year will be provided with a 1099 NEC form.

Approved Brand Hero Practices

Once you have signed up for the Brand Hero Program, you will be assigned a unique Brand Hero Code. You are permitted to place links, banners, or other graphics we provide with your Brand Hero Code on your site, in your emails, social media postings or in other communications. We will provide you with guidelines, link styles, and graphical artwork to use in linking to Nuhemp. We may change the design of the artwork at any time without notice, but we won't change the dimensions of the images without proper notice. Logos and other assets cannot be modified. The Brand Hero does not gain any trademark, copyright or any other rights to these materials.

To permit accurate tracking, reporting, and referral fee accrual, we will provide you with special link formats to be used in all links between your site and the Nuhemp. You must ensure that each of the links between your site and the Nuhemp properly utilizes such special link formats. Links to the Nuhemp placed on your site pursuant to this Agreement and which properly utilize such special link formats are referred to as "Special Links." You will earn referral fees only with respect to sales on a Nuhemp product occurring directly through Special Links; we will not be liable to you with respect to any failure by you or someone you refer to use Special Links or incorrectly type your Brand Hero Code, including to the extent that such failure may result in any reduction of amounts that would otherwise be paid to you pursuant to this Agreement.

Restrictions

a) Search Engine Marketing. We already run search engine marketing (SEM) campaigns on Google; therefore, we ask our affiliates not to run SEM campaigns for our products and services on Google.

To clarify the availability of campaigns on secondary search engines, please contact brandhero@nuhemp.life.

Cookies

When a potential customer clicks on a Brand Hero link, a cookie is stored in their browser to track the referral. This allows for commissions to be paid on customers and potential customers who return to the nuhemp.life website within 90 days. Typically, a cookie is stored for specific period of time (assuming the customer does not delete their cookies) While most customer purchases happen within a few days of clicking a link, Nuhemp, LLC recognizes that some Brand Hero customers may return many times and may take advantage of our

monthly subscription based items. With Nuhemp, LLC's Brand Hero program your cookies do not expire, allowing Brand Heros to get the designated commission for all referrals.

SOCIAL MEDIA PRACTICES

Promotion on Facebook, Twitter, Instagram, Snapchat, Reddit, and other social media platforms is permitted, following these general guidelines:

You ARE ALLOWED to promote offers to your lists; more specifically, you're welcome to use your Brand Hero links on your social media pages.

You ARE PROHIBITED from posting your Brand Hero links on any Nuhemp web properties/channels or Social Media company pages in an attempt to turn those links into Brand Hero sales.

Spam Laws

As a condition to your participation in the Program, you agree that while you are a Program participant you will comply with all laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions or other requirements of any governmental authority that has jurisdiction over you, whether those laws, etc. are now in effect or later come into effect during the time you are a Program participant. Without limiting the foregoing obligation, you agree that as a condition of your participation in the Program you will comply with all applicable laws (federal, state or otherwise) that govern marketing email, including without limitation, the CAN-SPAM Act of 2003 and all other anti-spam laws. The Brand Hero will not engage in the distribution of an unsolicited bulk email (spam) mentioning or referencing Nuhemp.

False/Prohibited Claims

You may not make medical claims, or state or imply that any Product is formulated, designed or approved by the Company or any regulatory authority to treat any disease or medical condition. You also may not compare Products to drugs, or make drug or medical claims. Any such representations, claims or comparisons by you may result in your personal liability and termination of the Brand Hero program.

You may not issue any press release with respect to this Agreement or your participation in the Program; such action may result in your termination from the Program. In addition, you may not in any manner misrepresent or embellish the relationship between us and you, say you develop our products, say you are part of Nuhemp or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement (including by expressing or implying that we support, sponsor, endorse, or

contribute money to any charity or other cause).

TRACKING TAGS

The tools, products and creative assets (collectively, "Assets") that is provided to You Nuhemp, LeadDyno and Wordpress provide valuable information vital to the success of the Program, including information that helps make sure transactions generated by You are properly attributed to You for Payout calculations. Thus, each of these Assets must be used in their intended manners as provided by LeadDyno. You agree that You will not corrupt, modify or disable the tracking functionality provided to You related to the Program.

FTC DISCLOSURE REQUIREMENTS

You shall include a disclosure statement within any and all pages/posts where Brand Hero links for our Brand Hero program are posted as an endorsement or review, and where it is not clear that the link is a paid advertisement. This disclosure statement should be clear and concise, stating that we are compensating you for your review or endorsement. If you received the product for free for review, this also must be clearly stated in your disclosure.

REVERSAL & COMMUNICATION POLICY

Nuhemp reserves the right to reverse orders due to order cancellations, duplicate tracking, returns, disputed charges, and program violations as outlined in these terms and conditions.

Additionally, if we ask you for clarification or more information on any orders or clicks that we suspect may be in violation of our terms and conditions, we expect that you will respond in a timely and honest manner. Below are violations of our communications policy:

You are not forthcoming; you are intentionally vague, or you are found to be lying.

You are not responsive within a reasonable period and after multiple attempts to make contact using the information listed in your network profile.

You cannot substantiate or validate the source of your traffic to our program with clear and demonstrable proof.

If any of the above apply, then we reserve the absolute right to suspend you from the program, reverse orders, modify Brand Hero payouts, set your commission to 0%, or immediately terminate your participation in our Brand Hero program. We know that many violations are a result of automated processes; however, it is incumbent upon each Brand Hero to ensure that it has the appropriate checks and balances in place to pro-actively address these issues and adhere to our program rules.

COPYRIGHTS/TRADEMARKS/DOMAINS

KEYWORDS, PAY PER CLICK ADVERTISING, AND DOMAIN NAMES INVOLVING Nuhemp® TRADEMARK “Nuhemp” AND VARIATIONS THEREOF.

1. Purchasing domain names based on Nuhemp’s trademarks or variations of Nuhemp’s trademark or NOT allowed

2. Purchasing Pay Per Click advertising containing Nuhemp’s trademarks or variations of Nuhemp’s trademark (Trademarked Terms: Nuhemp®) is NOT allowed

a) You shall not purchase search engine keywords or domain names that use Nuhemp’s trademark “Nuhemp®” and certain variations and misspellings thereof.

b) YOU SHALL NOT PURCHASE OR REGISTER KEYWORDS, PAY PER CLICK ADVERTISING, ADWORDS, SEARCH TERMS, DOMAIN NAMES, OR OTHER IDENTIFYING TERMS THAT INCLUDE THE WORD “Nuhemp” OR CERTAIN VARIATIONS AND MISSPELLINGS THEREOF FOR USE IN ANY SEARCH ENGINE, PORTAL, SPONSORED ADVERTISING SERVICE OR OTHER SEARCH OR REFERRAL SERVICE.

c) Specifically, this policy prohibits you from: Bidding on Nuhemp’s trademark, “Nuhemp”, and any keyword string that includes this term. For example, “Nuhemp CBD”, “Nuhemp Cannabidiol”, “Nuhemp products”, “Nuhemp coupons”, “Nuhemp promotions”, etc.; and Bidding on variations of Nuhemp’s trademark: for example, “Nuhemp.com”, “www.Nuhemp.com”, etc.

WEBSITE RESTRICTIONS

Your participating website(s) may not:

Infringe on our or any anyone else’s intellectual property, publicity, privacy, or other rights. Violate any law, rule, or regulation. Contain any content that is threatening, harassing, defamatory, obscene, harmful to minors, or contains nudity, pornography, or sexually explicit or adult-related materials.

Contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer-programming routines that are intended to damage, interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.

Contain software or use technology that attempts to intercept, divert, or redirect

Internet traffic to or from any other website, or that potentially enables the diversion of Brand Hero commissions from another website.

Independent Investigation

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEBSITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

Thank you for considering the Nuhemp Brand Hero program. Our Brand Heroes are very important to us. This agreement is designed with you in mind, as well as protecting you, Nuhemp and our customers. Please read thoroughly. If you have any questions, please contact us at hello@Nuhemp.com.

By clicking here, you are agreeing to the terms set forth in our Brand Hero Affiliate Program Agreement: