



BENEFIT WINES AFFILIATE AGREEMENT

This agreement is a binding, legal agreement between Event Wines, Inc. d/b/a Benefit Wines (Company) and the participating non-profit organization (Organization) identified below:

Benefiting Organization:

Organization Name: _____ Phone: _____

Contact Person: _____ Email: _____

Tax ID#: _____ Mailing Address: _____

TERMS AND AGREEMENTS

Donation Terms:

Organization will earn donations on sales of all products based on the "base cost" of \$13.99 per bottle for the primary six wines offered in the program. 100% of funds collected for product(s) or package(s) sold at retail above "base cost" (net profits) will be donated back to the organization. Donations will be made according to the following payment schedule:

<u>Sales Date</u>	<u>Payment Date</u>
January 1 to March 30	April 15
April 1 to June 30	July 15
July 1 to September 30	October 15
October 1 to December 31	January 15

Organization agrees:

- They are not licensed to sell alcohol directly to consumers and will not engage in any acts that would be construed as selling alcoholic products directly including the acceptance of cash for product. The organization is solely responsible for any fines or damages incurred in the event they are found to be selling alcoholic beverages without a license. Promoting wines available by the company is not construed as the sale of alcohol. This agreement in no way extends the retail license of the company to the organization. Company is a licensed alcoholic beverage retailer in the Commonwealth of Massachusetts. All sales of alcoholic beverages are made solely through the company and are transacted in the Commonwealth of Massachusetts under the company's established terms and conditions.
- To maintain an active link and banner advertisement (provided by Company) on its website directed to the company website's dedicated landing page for the organization.
- To use only supplied and/or approved URL links, advertising materials, order forms, marketing materials and will make no changes to said materials, product descriptions or images without prior approval of the company.
- Promote program products to supporters and community through at least one (1) mass email or newsletter every six (6) months to database of supporters and community members of the organization.
- Promote program products through available social media outlets (ie: Facebook, Twitter, LinkedIn) at least six (6) times per year.
- Will not promote or be a party to discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, is in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to company in company's sole discretion.
- All additional marketing and advertising related costs including products, printing, production, mailing will be borne by the organization.

Company agrees:

- To make timely payments and donation reports reflecting earnings per the payment schedule above.
- To supply banner ad graphics, marketing graphics, printable order form files, product descriptions and the expressed authority to use these materials for promotion of the program.
- Provide the sharing of marketing ideas and tools to assist organization in marketing company products.
- To assign a dedicated URL link to the organization allowing supporters to be directed to online landing page dedicated to organization featuring only the organization's products and information.
- To provide complete order processing through online website, mail, fax or telephone according to the company's terms and conditions for the sale of alcohol as agreed to by the consumer. This includes all customer service and/or satisfaction related matters associated with products purchased from the company.
- To allow one label/design change per calendar year at no charge. Additional changes will incur a \$150 design and set up fee.



WARRANTIES AND GUARANTEES

1. Organization is not responsible for problems arising from defects, dissatisfaction, shipping, financial transactions or any other matters associated with the sale of products purchased from the company.
2. Organization makes no claims regarding the potential income, earnings, products or services beyond what is stated by this Affiliate Agreement.
3. Company makes no warranties with respect to the success of the program or any products sold through the program other than those specified in the terms and conditions of the website. Company makes no guarantee that the operation of our site will be uninterrupted or error-free. In such an instance company will not be liable for the consequences of any interruptions or errors.

RELATIONSHIP OF PARTIES

This Agreement does not create any partnership, joint venture, agency, franchise, sales representation, or employment relationship between the organization and the company. The organization and company are independent entities. The organization has no authority to make or accept any offers or representations on company’s behalf. The organization is unable to make any claims that reasonably would contradict anything in this agreement.

INDEMNIFICATION

The organization hereby agrees to indemnify and hold harmless the company, its subsidiaries and affiliates, and their directors, officers, employees, agents, consultants, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "losses") insofar as such losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the organization trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your site, including, without limitation, content therein not attributable to us. Further, the affiliate agrees and understands that they have the rights to any and all material (including, but not limited to artwork, photographs, logos) provided by the organization to the company for the purpose of design, creation, production, marketing and sale of products in this program. If material provided includes a name, likeness and/or image of a person, the organization warrants that they have the right to use and promote the name, likeness and/or image of said person to create, produce, import, distribute, market and/or sell a wine product, the brand of which shall be based upon the name, likeness and/or image of the material provided by the organization.

PRIVACY POLICY

The company respects the privacy of its customers and organizations and promises not to disclose personal or business information to third parties. The company does not sell any collected name, E-mail address, phone number, fax number or any other personal information to anyone else. The company considers this information to be private, and it will remain as such, unless court ordered to do so. If you have any questions about your privacy rights, the rights of our customers, or would like further information regarding the confidentiality of your interactions with company, you may contact us by e-mail or mail.

TERMINATION OF AGREEMENT

Company or organization may terminate this agreement by providing a minimum seven (7) day written notice to the other party, with or without cause.

In the event that less than twelve (12) bottles are sold in any consecutive six (6) month period, company reserves the right to suspend or terminate the organization’s landing page and terminate this agreement due to inactivity and without notice. Reinstatement of the agreement and program will be at the sole discretion of the company based on promotional plans of the organization and company resources available.

GOVERNANCE AND ASSIGNABILITY

The laws of the United States and the Commonwealth of Massachusetts will govern this Agreement, without reference to rules governing choice of laws. Any action relating to this agreement must be brought in the federal or state courts located in Massachusetts. The organization irrevocably consents to the jurisdiction of such courts. Organization may not assign this agreement, by operation of law or otherwise, without our prior written consent of the company. Subject to that restriction, this agreement will be binding on, inure to the benefit of and be enforceable against the parties and their respective successors and assigns. Company failure to enforce your strict performance of any provision of this agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this agreement.

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. I UNDERSTAND THAT THE COMPANY 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 OR WEB PAGES THAT ARE SIMILAR TO OR COMPETE WITH MY WEB PAGE. I HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND AM NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT. UNDER PAINS AND PENALTIES OF PERJURY, I ACKNOWLEDGE AND AGREE THAT I AM AUTHORIZED TO ENTER INTO THIS LEGALLY BINDING AGREEMENT ON BEHALF OF THE ORGANIZATION AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT IN ITS ENTIRETY.

Signature of Organization Representative

Date

Printed Name

Title