
BENEFIT WINES AFFILIATE AGREEMENT AMENDMENT

This Benefit Wines Affiliate Agreement (Agreement) is a binding, legal Agreement between VinLozano Imports, Inc. d/b/a Benefit Wines (Company) and the participating non-profit Organization (Organization) identified below:

Benefiting Organization: *(Donation/Licensing checks will be made payable to the Organization and mailed as listed below)*

Organization Name: _____ Phone: _____
Contact Person: _____ Email: _____
Tax ID#: _____ Mailing Address: _____

TERMS AND AGREEMENTS

Licensing Terms:

Organization will earn a licensing fee of \$5.00 (five dollars) per bottle of their approved custom labeled wines sold at the retail prices established by Benefit Wines.

Payments will be made according to the following quarterly 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:

1. That it is 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. 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 listed on the Company website.
2. To display an active banner advertisement (provided by Company) on its website directed to the assigned URL provided by Company.
3. To use only assigned URL link, advertising materials, order forms, marketing materials and will make no changes to said materials, product descriptions or images without prior approval of the Company, which approval is to be made within a reasonable time and not to be unreasonably withheld.
4. To promote program products to supporters and community through at least one (1) mass email or newsletter every six (6) months to a database of supporters and community members of the Organization. ***A copy of which is to be sent via email to promos@benefitwines.com***
5. To promote program products through available social media outlets (ie: Facebook, Twitter, LinkedIn) at least six (6) times per year.
6. To 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 as determined in Company's sole discretion.
7. All marketing and advertising related costs to promote the program and products including samples, printing, production and/or mailing will be paid by the Organization.
8. To not enter into any contract, program or Agreement with any other custom label or specialty wine company while a participating Organization of the program.
9. To pay a \$150 non-compliance fee plus any legal and/or collection costs to the Company for costs incurred by Company to establish the program in the event the Organization fails to adhere to the terms of this Agreement. Such payment may be offset by the forfeiture of present or future donation/licensing fee payments.

Company agrees:

1. To mail donation/licensing fee and sales reports to the Organization to the address listed on this Agreement and in accordance with the schedule listed in the Donation/Licensing Terms.
2. In the event a sales report and/or donation/licensing check is returned by the U.S. Postal Service due to an incorrect address, the Company will make one attempt to contact Organization using both the email address and telephone number on this Agreement. After 30 days of this initial contact, if no information is received by the Company, the donation/licensing fee will be forfeited and the Organization suspended from the program.
3. 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.
4. Provide the sharing of marketing ideas and tools to assist Organization in marketing Company products.
5. To assign a dedicated URL link to the Organization to be directed to the online landing page dedicated to Organization featuring only the Organization's products and information.
6. 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.
7. To allow label/design changes once per calendar year at no charge following one year of the original label designs being launched. Additional changes will incur a \$150 design and set up fee payable by the Organization to the Company.

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. Company assumes all responsibility for transaction between consumer and Company.
2. Organization makes no claims regarding the potential income, earnings, products or services beyond what is stated by this Agreement.
3. Company makes no warranties or claims with respect to the success of the program, amounts to be paid or any products sold through the program other than those specified in this Agreement.
4. Company makes no guarantee that the operation of the Company's site will be uninterrupted or error-free. In such an instance, Company will not be liable for the consequences of any interruptions or errors including loss of donations/licensing fees as a result of lost sales.

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

1. 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 the Company's 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 the Organization herein, or (iii) any claim related to the Organization's website, including, without limitation, content therein not attributable to us. Further, the Organization warrants 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.
2. The Company hereby agrees to indemnify and hold harmless the Organization, its subsidiaries and affiliates, and their directors, officers, employees, agents, consultants, shareholders, partners, members, and other owners, against any and all losses insofar as such losses (or actions in respect thereof) arise out of or are based on (i) any claim arising out of any service or product sold or provided by the Company, including claims in connection with product liability, (ii) any claim that the Organization's use of the Company trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (iii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by the Company herein, or (iv) any claim related to the Company's website, including, without limitation, content therein not attributable to the Organization.
3. In no event shall the total liability of the Organization for any claims by the Company arising under this Agreement exceed the sum of (i) \$150 and (ii) the maximum aggregate donations received by the Organization from the Company during the applicable calendar year.

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, provide or offer any collected order information, name, E-mail address, phone number, fax number or any other personal information to any Company or Organization other than the Company and its sister companies. The Company considers this information to be private, and it will remain as such, unless court ordered to do so. If the Organization has any questions about its privacy rights, the rights of our customers, or would like further information regarding the confidentiality of the Organization's interactions with Company, the Organization may contact the Company by e-mail or mail.

TERMINATION OF AGREEMENT

Company or Organization may terminate this Agreement by providing at least seven (7) days' written notice to the other party, with or without cause. If Organization elects to terminate Agreement before six months of active promotion by the Organization as agreed above, Organization is responsible for a \$150 early termination fee plus any legal or collection costs to cover the costs incurred by the Company in establishing the program for the Organization. In the event that less than twelve (12) bottles are sold in any consecutive six (6) month period, Company reserves the right to suspend, remove 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. A set up cost may be required to re-enroll into the program.

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 Worcester County in the Commonwealth of Massachusetts. The Organization irrevocably consents to the jurisdiction of such courts. Organization may not assign this Agreement, by operation of law or otherwise, without the 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. Failure of either party to enforce strict performance of any provision of this Agreement will not constitute a waiver of such party's right to subsequently enforce such provision or any other provision of this Agreement. A facsimile transmission or portable document format (PDF) copy of an executed counterpart of this Agreement shall have the same binding effect as an executed and delivered original thereof. This Agreement shall become effective upon receipt of delivery by the Company of an executed counterpart of this Agreement from the Organization.

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 THE ORGANIZATION'S 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 PAIN AND PENALTIES OF PERJURY, I ACKNOWLEDGE AND AGREE THAT I AM DULY AND LEGALLY 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

