

Website Use Agreement

THIS WEBSITE USE AGREEMENT (the “**Agreement**”), is entered into and is effective on the date this Agreement is accepted by the applicant, (the “**Effective Date**”), the applicant clicking agree, accessing a Company website, accessing the Company Website, and/or using any Company services, constitutes the applicant agreeing, understanding, acknowledging, covenanting, accepting and representing to be bound by all the terms and conditions of this Agreement. This Agreement shall be read with all such changes of gender or number required by the context.

This Agreement is by and between Farmer Logic Inc., (the “**Company**”), and the applicant, which is corporately duly organized or incorporated in the country, province, or state as indicated by the applicant, and the individual accepting the terms of this Agreement on behalf of the applicant in his individual capacity (the “**Contractor**”).

WHEREAS, the Contractor is an individual and perhaps also another legal entity; and

WHEREAS, both the Company and the Contractor desire to enter into a binding agreement in accordance with the terms and conditions set forth below; and

NOW, THEREFORE, in consideration of the premises, terms, covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, and of the Parties having entered into and having indicated their acceptance of this Agreement, it is agreed by and between the Parties as follows:

ARTICLE 1: STATEMENTS AND DEFINITIONS

1.00 Recitals. The Parties acknowledge that the foregoing recitals are true and correct in substance and in fact, including the recital of consideration.

1.01 Party Definition. For the purposes of this Agreement, the term “Party” means an entity and/or party to this Agreement as they may be from time to time, and it is expressly understood that this shall be read and construed as the number and gender of the party or parties referred to in each case as required.

1.02 Company Website Definition. For the purposes of this Agreement, the term “Company Website” means any and all websites to which the Company specifically and intentionally grants the Contractor access due to the Contractor having agreed to be bound by the terms and conditions contained herein.

1.03 Contractor Account Definition. For the purposes of this Agreement, the term “Contractor Account” means any and all of the specific accounts on the Company Website(s) created and granted, pursuant to the Contractor’s request, to the Contractor by the Company due to the Contractor having agreed to be bound by the terms and conditions contained herein.

1.04 Access Codes Definition. For the purposes of this Agreement, the term “Access Codes” means the applicable access codes and/or security features required to access the Contractor Account.

ARTICLE 2: COVENANTS AND PROMISES

2.00 Contractor Account. The Company grants to the Contractor the right to create a Contractor Account to allow the Contractor access to the Company Website pursuant to the terms of this Agreement.

2.01 Access Codes to Company Website. The Contractor agrees, represents, declares, acknowledges, warrants, understands and covenants that:

- a. notwithstanding anything to the contrary herein, the Contractor is strictly forbidden to subcontract, delegate, assign or otherwise allow access to any Access Codes to any third party;
- b. the Contractor shall not share, divulge or otherwise cause their Access Codes to be used by anyone other than the Contractor;
- c. the Contractor is solely responsible to maintain and ensure the confidentiality and integrity of all access codes, Access Codes, and security features required to access the Company Website; and
- d. the Contractor will immediately notify the Company in writing, by email, and by phone, upon the Contractor first becoming aware of a safeguards and/or information breach in any of the applicable access codes and/or security features required to access the Company Website and/or the Access Codes (a “**Security Breach**”).

2.02 Abide by Company Policies. The Contractor agrees to abide by all of the Company’s policies and procedures which may be communicated to the Contractor in writing and/or electronically. The Contractor agrees to re-affirm their commitment to the Company’s policies and procedures when deemed necessary by the Company. New policies and procedures will be deemed effective THIRTY (30) days after communicated by the Company. If the Contractor does not accept all the terms, conditions and provisions of any new policies and procedures within the THIRTY (30) day time frame, the Contractor is expected to exercise his termination rights pursuant to this Agreement. Failure to terminate this Agreement within the THIRTY (30) day time frame shall be deemed acceptance by the Contractor of all the terms, conditions and provisions of any new policies and procedures.

2.03 Strict Performance. The Contractor shall at all times, in good faith perform all duties and responsibilities that may be required of the Contractor, pursuant to the express and implicit terms of this Agreement and any NDA, and to the reasonable satisfaction of the Company. Such performance and adherence shall include prompt response to Company inquiries or recommendations made via phone, facsimile, email or physically in writing.

2.04 Content of Communication. The Contractor is responsible to ensure that any and all content of any communication, interaction, and/or correspondence are in compliance with all applicable laws and regulations. The Contractor understands that it is a criminal act to fraudulently misrepresent material information in connection with goods and/or services, by either making false statements, or by the failure to make clarifying statements. Such statements or omissions can result in the criminal and/or civil prosecution of the Contractor as well as subject the Contractor to scrutiny and censorship by various provincial and federal regulatory agencies. Accordingly, the Contractor hereby represents and warrants that all information pertaining to all goods, services, and the Contractor under this Agreement will be accurate and complete and that the Contractor will make no falsehoods, by statement, action or omission thereof.

2.05 No Tolerance for Harassment & Discrimination. The Company will not, under any circumstances, condone or tolerate harassment of or discrimination by the Contractor to any party, based on race, color, religion, creed, age, sex, national origin or ancestry, pregnancy, marital status, disability, or on the basis of any other condition or characteristic protected by federal, provincial or local law. The Contractor agrees, acknowledges and understands that violation of the terms of this section by the Contractor shall be grounds for disciplinary action, up to and including termination of this Agreement.

2.06 Information Updates. In the event the Contractor, after having posted information on the Company Website, becomes aware of any changes and/or updates to such information, it is the Contractor’s responsibility to update the Company Website within twenty four (24) hours of the Contractor initially becoming aware of any and all such changes and/or updates. The Contractor agrees to completely reimburse and indemnify the Company for the Contractor’s failure to comply with the provisions in this section. The clauses within this section and these indemnification obligations, shall survive the termination of this Agreement.

2.07 Ownership of Information. All records of the accounts of the Company’s students, clients, customers, trainers, promoters, and events, of any nature, whether existing at the time of this Agreement, procured through the efforts of the Contractor, or learned by the Contractor from any other source, and whether prepared by

the Contractor or otherwise, shall be the exclusive property of the Company. The Contractor agrees and understands that all comments and all information posted on a Company website, of any nature, whether existing at the time of this Agreement, whether prepared by the Contractor or otherwise, shall be the exclusive property of the Company, and for purposes of this Agreement any such copyrightable work, the “**Work**”, developed in the course of performance under this Agreement shall be deemed “work made for hire” under federal or provincial copyright law and all ownership rights to such Work belong to the Company. Should such Work not constitute a “work made for hire” under copyright law, the Contractor hereby grants, transfers, assigns, and conveys to the Company and its successors and assigns, the entire right, title, and interest in the Work or any part thereof, including but not limited to the right to reproduce, prepare derivative works, distribute by sale, license or other transfer; to perform publicly, to display and to secure copyrights or patents and renewals, reissues, and extensions of any such copyrights or patents in the Canada, the United States or any other foreign country with no further compensation and/or royalties. The clauses within this section shall survive the termination of this Agreement.

2.08 Agreement Revision. The Contractor agrees that this Agreement may be revised from time to time by the Company and will take effect THIRTY (30) calendar days after the Company posts a revised Agreement on a Company website (an “**Agreement Revision**”), and provides notice of such Agreement Revision which may be sent electronically to the Contractor’s electronic mail address on file with the Company. If the Contractor does not accept all the terms, conditions, provisions and definitions of any Agreement Revision within the THIRTY (30) calendar day time frame, the Contractor is expected to exercise his termination rights pursuant to this Agreement. Failure to terminate this Agreement within the THIRTY (30) calendar day time frame shall be deemed acceptance by the Contractor of all the terms, conditions, provisions and definitions of any Agreement Revision.

2.09 Further Agreements. All Parties agree, represent, warrant, understand, declare, and covenant to each other that:

- a. Any materials and/or instruction provided by the Company are designed to provide accurate information in regard to the subject matter covered. It is provided with the understanding that the Company is not engaged in rendering legal, accounting, or other professional opinions. If legal or other expert assistance is required, the service of a competent professional should be sought.
- b. All sample documents included, or any material provided by the Company are intended only as guides to suggested topics and transactions, and no representation is made as to their sufficiency, legality or their appropriateness for any situation, project or transaction.
- c. The Company cannot attest to the accuracy of any advice or information offered via the Company Website. The Company, author and publishers specifically disclaim any liability and/or risk whatsoever in the event any loss is incurred as a result of the application of any advice, material, good, service or information offered, whether directly or indirectly used.
- d. It is the Contractors responsibility to have all documents and materials reviewed by its attorney and/or qualified competent professional prior to use in all cases.
- e. All forms, spread sheets or other printed, electronic, or web based materials (jointly the “**Forms**”), accessed by the Contractor, or given to the Contractor by the Company, at anytime are provided for educational, example and/or illustrative purposes only. The Company makes no representations or warranty, express or implied, as to the legal effect and/or completeness of any Forms for any usage or purpose whatsoever. The Company hereby disclaims any and all liability with respect to the use or reliance on these Forms by any party. The Company recommends that the Contractor obtain an attorney and/or other qualified competent professional to ensure that any Forms are suitable for any intended use. Unless otherwise specifically stated, the information and materials given, as well as any Forms, are made available to the Contractor for use as an example of content information and may not reflect the realities of an actual project, transaction or situation. The Company will not assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, product or process disclosed in the Forms.
- f. The Contractor may be exposed and/or introduced to various people, organizations and/or opportunities outside of the Company and/or via the Company or the Company Website. Should the Contractor pursue and/or develop such opportunities and/or contacts the Contractor does so

entirely at their own risk and the Company makes no representations or warranties and provides no certifications or assurances thereto.

- g. The Company is not engaged in tendering legal, accounting, tax or other professional advice and disclaims the giving of any such advice. Any assistance or information provided by the Company, and/or any parties associated with, and/or encountered through, the Company Website, to include the time spent face to face or by any means of communication including by phone, fax, text or email, now or in the future, may not be relied upon as a substitute for consultation with qualified professional accounting, tax, legal, and/or other competent advisors. The service of a practicing member of the appropriate profession should be sought in all cases.

ARTICLE 3: INDEMNIFICATION

3.00 General Release. The Contractor hereby finally and irrevocably releases and shall indemnify both the Company and Jungo Academy Inc., and their respective associated organizations, sub contractors, parent, subsidiaries, affiliates, successors, assigns, officers, directors, employees, shareholders, heirs, administrators, executors, individuals, associates, agents, co-venturers, partners, trustees, and independent contractors from any and all liability arising as a result of the application of any materials and/or information offered and/or opportunities, financial and/or otherwise exposed to, and/or outside sources exposed and/or introduced to, prior to and/or during and/or after the Effective Date, and furthermore the Contractor does for itself and for its successors and assigns, remise, release and forever discharge, and shall indemnify both the Company and Jungo Academy Inc., and their associated organizations, sub contractors, parent, subsidiaries, affiliates, successors, assigns, officers, directors, employees, shareholders, heirs, administrators, executors, individuals, associates, agents, co-venturers, partners, trustees, and independent contractors, from any and all liabilities, causes of action, actions, claims (including but not limited to any claims for personal injury, amounts paid in settlement provided that the Contractor has approved such settlement, property damage, or infringement of copyright, trademark, patent or other proprietary right), expenses, court costs, attorney fees (including: any fees and/or costs incurred on appeal, and all costs of a solicitor(s) and their own client costs on a full indemnity basis), proceedings, demands, suits, debts, duties, damages, omissions, negligent acts, judgments, injuries sustained, loss incurred, interest and costs of any nature or kind whatsoever, wheresoever, whether at law or at equity and whether known or unknown and whether suspected or unsuspected which the Contractor, it's officers, it's directors, it's employees, it's successors and assigns, and/or heirs and administrators and executors and respective successors and assigns, have or hereafter can, shall or may have relating to the Company and/or Jungo Academy Inc, and any matter relating to or arising from dealings between the Contractor, the Company, and/or Jungo Academy Inc., however arising. It is further understood and agreed that nothing in this release is to be construed as an admission of liability in connection with any matter for which this release is given. The clauses within this section and these indemnification obligations, shall survive the termination of this Agreement.

3.01 Settlement of Claims. The Company reserves the right to retain whatever funds are due the Contractor, or are due on their behalf, under this Agreement or any other agreement, until all liabilities, causes of action, actions, claims, including but not limited to any claims for personal injury, property damage, or infringement of copyright, trademark, patent or other proprietary right, expenses, court costs, attorney fees, including: any fees and/or costs incurred on appeal, and all costs of a solicitor(s) and their own client costs on a full indemnity basis, proceedings, demands, suits, debts, duties, damages, omissions, negligent acts, judgments, injuries sustained, loss incurred, interest and costs of any nature or kind whatsoever, wheresoever, whether at law or at equity and whether known or unknown and whether suspected or unsuspected which the Contractor, has or hereafter can, shall or may have relating to any matter, or arising from any dealings, between the Contractor and any party however arising, are settled, and evidence satisfactory to the Company to that effect is provided to the Company and this clause shall survive the termination of this Agreement.

3.02 Loss by Contractor. The Contractor agrees that in no event shall either the Company or Jungo Academy Inc. be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use of such data, incurred by the Contractor or any third party, whether in an action,

contract or tort, arising from the Contractor's access to, use of, or inability to access or use, any amounts, funds, data, Internet, Intranet, and/or any website, and this clause shall survive the termination of this Agreement.

3.03 Loss of Opportunity. The Contractor acknowledges and agrees that neither the Company nor Jungo Academy Inc, nor any of their officers, directors, administrators, employees, partners, agents or trustees shall be responsible for any loss of opportunity whereby the value of any of the Contractor's assets or its business could have been increased, nor shall any of them be responsible for any decline in value of the assets or business of the Contractor and this clause shall survive the termination of this Agreement.

3.04 Company Reliance on Advice. The Company may rely and act upon any statement, report or opinion prepared by or any advice received from auditors, solicitors, notaries or other professional advisors of the Company and shall not be responsible or held liable for any loss or damage resulting from relying or acting thereon if the advice was within the area of professional competence of the person from whom it was received and this clause shall survive the termination of this Agreement.

3.05 Company Website. The Company hereby excludes any and all representations and warranties, express or implied, and expressly excludes warranties as to the merchantability of the Company Website and the Website Access or their fitness for any particular purpose. Neither the Company nor Jungo Academy Inc shall be liable for any incidental or consequential damages. This Agreement is accepted by the Company upon condition that all the terms and conditions herein be accepted by the Contractor, if not, the Contractor must promptly cease use of the Company Website and Website Access and notify the Company in writing. These terms supersede all prior oral or written terms or representations and may be waived or modified only with the prior written consent of the president of the Company. The clauses within this section and these indemnification obligations, shall survive the termination of this Agreement.

ARTICLE 4: GENERAL PROVISIONS

4.00 Term. This Agreement shall continue in perpetuity unless terminated in writing by either Party and in such event this Agreement shall terminate THIRTY (30) calendar days after the receiving Party being deemed in receipt of delivery of such notice by the terminating Party.

- a. Notwithstanding the foregoing, this Agreement shall terminate immediately, at the sole, arbitrary, and absolutely unfettered discretion of the Company president, upon a breach by the Contractor of any term, condition, or provision in this Agreement, any Schedule to this Agreement, any Exhibit to this Agreement, and/or any Non-Disclosure Agreement, and upon such breach by the Contractor, the Company shall immediately and without delay whatsoever have all rights and authority necessary to at the Company's sole and absolutely unfettered discretion 1) terminate this Agreement and 2) remove any and all Contractor Accounts and 3) terminate and delete all information contained within any Contractor Accounts.
- b. Termination of this Agreement will be without prejudice to the rights and liabilities created under this Agreement prior to the effective date of the termination including, but not limited to, any pro-ration of any fees and expenses owed to either Party as of such termination date.
- c. Upon termination of this Agreement the Contractor shall call a meeting of its shareholders to approve the change of the Contractor's name to remove any reference to any of "FLI", "Farmer Logic", "Jungo", and/or "Jungo Academy" pursuant to this Agreement.

4.01 Change of Name. The Contractor acknowledges and agrees that the Company reserves all right, title and interest in and to the name, designation, use and reference to "FLI", "Farmer Logic", "Jungo", and "Jungo Academy". At any time upon written request of the Company and upon termination of this Agreement, the Contractor shall forthwith:

- a. call a meeting of its shareholders to approve an amendment to its articles of incorporation or take such other action as required to change the name of the Contractor or any of its affiliates, as applicable, to one which does not include the words “FLI” or “Farmer Logic” or “Jungo” or “Jungo Academy” or any words similar thereto; and
- b. upon the filing of articles of amendment or such other action changing the name of the Contractor or any of its affiliates, as applicable, to remove the words “FLI”, “Farmer Logic”, “Jungo”, and/or “Jungo Academy”, cause to be executed and delivered all instruments necessary to evidence such change of name in each public registry where the name of the Contractor or any of its affiliates, as applicable, shall have been registered and to disclaim any right, title or interest in or to the name, designation, use and reference to “FLI”, “Farmer Logic”, “Jungo”, and “Jungo Academy”.
- c. All Parties agree the Contractor shall be responsible for any expenses incurred by it in carrying out the foregoing provisions and that all the clauses within this section shall survive the termination of this Agreement.

4.02 Applicable Law. This Agreement shall be exclusively governed by, construed and interpreted in accordance with, and subject to, the laws in force in the Province of Ontario and the federal laws applicable therein. All Parties irrevocably attorn to the exclusive jurisdiction of the Province of Ontario. The Courts of the Province of Ontario shall have exclusive jurisdiction in reference to any matters contained herein.

4.03 Entire Agreement. This Agreement supersedes any and all other agreements, either verbal or in writing, between the Parties respecting the subject matter of this Agreement, and contains all of the covenants and agreements between the Parties with respect to that subject matter whatsoever. Each Party to this Agreement acknowledges that no representations, warranties, guarantees, collateral, inducements, promises, agreements, past agreements, and/or statements verbally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein. All Parties agree that time is of the essence. The Contractor agrees and covenants to promptly execute and deliver any further documents, conveyances, assurances and agreements, and do all acts and things that the Company may require in order to carry out the full force, effect, intent and meaning of this Agreement. Furthermore all Parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind any party to enter any future and/or further contractual relationship with any other party beyond what is contained herein.

4.04 Not Partners or Joint Venturers. The Contractor and the Company are not partners or joint venturers with each other and nothing herein shall be construed so as to make them partners or joint venturers or impose any liability as such on either of them, provided however that nothing herein shall be construed so as to prohibit the Contractor and the Company or its affiliates from embarking upon an investment together as partners, joint venturers or in any other manner whatsoever, subject to applicable law. In the performance of any work hereunder, the Contractor shall be an independent contractor and not an employee of the Company. The Contractor agrees that it is not and will not become an employee, joint venture partner, joint venture, co-venturer, partner, or principal of the Company under this Agreement. The Contractor is not authorized to transact business, enter into agreements, or otherwise make commitments on behalf of the Company without the prior written consent of the Company president. The Company will not withhold federal, provincial/state or local income tax or other payroll tax of any kind on behalf of the Contractor. The Contractor is not eligible for any of the Company contributions into any federal pension, health, or other benefit plans, including but not limited to the Canada pension plan (CPP), employment insurance (EI), and workers compensation. The Contractor is further not entitled to participate in any vacation time or sick days provided by the Company to its employees. The Contractor is responsible for providing at the Contractor’s own expense, its own workers compensation coverage, and any and all required contributions to CPP, EI, training, permits and licenses for the Contractor and his agents. The Company shall not be liable to the Contractor under the Employment Insurance Act, or the Workplace Safety and Insurance Act. The Contractor indemnifies the Company and holds it harmless against any fines, damages, assessments, or attorney fees in the event a court or administrative agency shall find that the Contractor is an employee of the Company. The Contractor shall be responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of compensation, if any, paid by the Company to the Contractor for any goods and/or services rendered under this Agreement. The Contractor agrees to indemnify and hold the Company harmless for any claims, costs, losses, fees, penalties, interest, and/or damages suffered by the Company resulting from the Contractor’s failure to comply with

any of the provisions of this section. The clauses within this section and these indemnification obligations, shall survive the termination of this Agreement.

4.05 Failure to Notify. Failure of the Company to insist on strict compliance with any of the provisions, terms, covenants or conditions of this Agreement shall not be deemed a waiver of that provision, term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times under this Agreement. Except as may be limited herein, the Company may, in their sole and absolute unfettered discretion, exercise any and all rights, powers, remedies and recourses available to them under this Agreement or any other remedy available to them and such rights, powers, remedies and recourses are cumulative and may be exercised concurrently or individually without the necessity of making any election.

4.06 Waiver of Claims. The Contractor hereby waives any and all rights to assert affirmative defences or counterclaims in any action instituted by the Company with the exception of an affirmative defence based upon becoming fully compliant with all the terms, conditions and provisions of this Agreement, any NDA, and any and all other agreements entered into between the Parties. Other matters may be only advanced in a separate lawsuit.

4.07 Severability. Each provision of this Agreement is intended to be severable. If any provision of this Agreement, or the application of such provision to any person, entity or circumstance, shall be held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable in any respect, the **“Invalid Portion”**, the remainder of this Agreement, and the application of such provisions to persons, entities or circumstances other than to those as to which it is held invalid, void, illegal or unenforceable, shall not be affected thereby and the Agreement shall be construed as if the Invalid Portion were never a part hereof, and such Invalid Portion shall be limited to be the smallest reduction in extent, time, scope, and any other limitations as required by such court ruling, and the remaining provisions shall nevertheless continue in full force and to the maximum extent, time, scope and limitations available without being impaired, invalidated in any way, or violating such court ruling.

4.08 Reasonableness and Scope. All Parties acknowledge and agree that the restrictions, limitations and terms contained in this Agreement are reasonable as to the scope and duration and are necessary to protect each Party’s proprietary interests and to preserve their competitive advantage. All Parties further acknowledge that during and after the expiration and/or termination of this Agreement, all Parties have the experience, opportunities, resources and capabilities, to obtain and enter into other arrangements that will not cause, and/or require, them to violate the covenants within this Agreement, and that specific enforcement and/or termination of this Agreement will not prevent any Party from remaining in business and earning a reasonable livelihood. The Company shall not be liable for lost profits, nor for any special, incidental, indirect, or consequential damages of any kind whatsoever, whether arising out of or related to, directly or indirectly, this Agreement or other contract, or any alleged breach thereof, negligence or other tort, or otherwise, and whether or not the Company has been advised of the possibility or likelihood of such damages. The Contractor hereby waives any defence to the strict performance of the restrictions, limitations, provisions and terms contained in this Agreement by the Company. In the event that any of the restrictions, limitations, provisions, and/or terms contained anywhere in this Agreement are deemed to exceed the time, scope and/or any other limitations prescribed by applicable law, then such provisions of this Agreement shall be reformed to be the maximum of time, scope, and/or any other limitations permitted by applicable law, the **“Scope Reduction”**, and such Scope Reduction shall be limited to be the smallest reduction in time, scope and other limitations required by such applicable law, and the remaining restrictions, limitations, provisions and terms herein shall nevertheless continue to operate to the maximum time, scope and any other limitations available without violating such applicable law.

4.09 Construction. The division of this Agreement into sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Agreement and shall not be deemed to constitute a part of this Agreement nor affect the meaning of same.

4.10 Legal Action. Each Party agrees without protest, to immediately reimburse any Party for all actual and reasonable expenses incurred by way of the violation of any term or provision of this Agreement, any Non-Disclosure Agreement, and any and all other agreements entered into between the Parties, including but not limited to notices mailed or delivered by a Party due to another Party’s breach, all arbitration costs and court costs

including costs of a solicitor and his own client costs on a full indemnity basis, and all collection costs, collectively the “**Outstanding Costs**”. Each Party acknowledges and agrees all Outstanding Costs are due immediately. Each Party acknowledges and agrees any payment made between any Parties will be applied first towards any Outstanding Costs. Each Party acknowledges and agrees that any amount due another Party shall first be applied to any Outstanding Costs. In any lawsuit brought by or against any Party in connection with this Agreement, any Non-Disclosure Agreement, and any and all other agreements entered into between the Parties, all Parties waive any right to a jury trial. Notwithstanding any dispute arising between the Parties, all Parties must proceed diligently with the performance of this Agreement, any Non-Disclosure Agreement, and any and all other agreements entered into between the Parties.

4.11 Pre-Negotiated Damages. All Parties agree, acknowledge, understand, warrant, and represent that upon either Party breaching any of the terms of this Agreement, the Contractor, shall immediately receive from the Company, the pre-negotiated damages of the right to remove any and all Contractor Accounts and the termination of all Access Codes, the “**Pre-Negotiated Damages**”, and furthermore, the Contractor agrees to immediately do, and pay for, any and all things deemed necessary and/or expedient by the Company, to put into effect the Pre-Negotiated Damages, including, if such action is approved by the Company, obtaining a court order ordering the Contractor to do all things necessary to give full effect to the terms of these Pre-Negotiated Damages. The Pre-Negotiated Damages shall be deemed liquidated damages and not a penalty by all Parties.

4.12 Authority and Authorization. The Contractor represents, declares and warrants, that they have all necessary power and authority to bind any corporate entity which they are signatory for as a Party to this Agreement, and that this Agreement has been authorized and approved by all necessary corporate actions. The Contractor represents, declares and warrants that entering into this Agreement is not restricted or prohibited by any existing agreement or prior agreement to which the Contractor is party. The Contractor shall provide to the Company concurrently with the execution and delivery by the Contractor of this Agreement all such evidence of authority to act including, without limitation, designations of authorized persons, certified copies of charter documents and resolutions, and copies of individual government issued photo identification, as the Company may require. The Company may continue to rely on all such evidence until notice to the contrary given hereunder has been received by the Company.

4.13 Notice. Except as otherwise provided for in this Agreement, each notice, request, demand, consent, or other communication provided for or permitted under this Agreement to the Company shall be physically in writing and not by facsimile, email or any other similar device, and shall be effective when actually delivered in person, or by courier, or SEVEN (7) business days after being deposited in the mail, postage prepaid and addressed to the Company at the address set forth herein or at such other address as the Company may designate by written notice to the Contractor. Except as otherwise provided for in this Agreement, each notice, request, demand, consent, or other communication provided for or permitted under this Agreement to the Contractor shall be via email and shall be effective THREE (3) business days after being emailed to the Contractor at the email address provided during the Contractor’s initial registration to be a Promoter or as such information is updated by the Contractor from time to time in the area specifically reserved for the Contractor’s contact information on the Company Website. In the event of a mail stoppage or slow down, all notices to the Company shall be delivered in person or via courier:

To Company:

Name: Farmer Logic Inc.
Address: Suite #401, Bag 9000, 190B Trans Canada Hwy NE
City, Prov/State, PC/ZIP: Salmon Arm, BC, V1E 1S3
Email: info@farmerlogic.com

To Contractor:

As indicated by the applicant during the online process to accept this Agreement and as such information is updated by the Contractor from time to time on the Company Website in the area reserved for the Contractor’s mailing address.

4.14 Cooperation with Regulatory and Legal Investigatory Matters. Each Party understands that the Parties are regulated by a variety of Provincial and State and Federal governmental agencies and, from time to time, will be asked to provide certain information to such regulatory agencies. The Contractor hereby agrees to provide

complete assistance to the Company in responding to and complying with any formal or informal request by a regulatory agency for relevant information concerning any Party and/or any information for which any Party has firsthand knowledge. Each Party further understands and agrees that any Party may provide information in their possession which concerns any Party pursuant to any such requests.

4.15 Binding Agreement. This Agreement shall be binding on and inure to the benefit of the Parties and their respective officers, directors, executors, administrators, legal representatives, accountants, bookkeepers, successors and assigns.

4.16 Force Majeure. Each Party shall not be responsible for any failure to perform under this Agreement, and any and all other agreements entered into between the Parties dated concurrent with or after this Agreement with the sole exception of any Non-Disclosure Agreement, due to unforeseen circumstances or to causes beyond their reasonable control, including but not limited to, acts of God, war, riot, embargoes, civil or military acts, terrorism, fire, flood, earthquakes, hurricanes, tropical storms, tornadoes, other natural disasters, strikes, transportation shortages, fuel shortages, energy shortages, labor shortages, material shortages, telecommunications failures, hacking, SPAM, computer failure, server failure, or software failure for so long as such event continues to delay that Party's performance. If any force majeure event occurs, any Party affected thereby shall use any and all commercially reasonable efforts to notify all Parties and will use commercially reasonable efforts to minimize the impact of the event.

4.17 Survival. Each Party agrees that the obligations in this Agreement shall continue to be valid, binding and enforceable and shall not merge upon the Parties entering into any other contractual relationship with each other. Each Party agrees and understands that only the provisions and obligations specifically designated to survive termination of this Agreement shall survive in perpetuity upon termination of this Agreement, and termination of this Agreement for any reason whatsoever, whether with or without cause, or however arising, shall not release either party from such surviving provisions and obligations, even if a Party has separate claims against any other Party.

4.18 Expenses. Except as otherwise provided for in this Agreement, each Party shall bear all expenses incidental to the performance of its obligations under this Agreement.

4.19 Counterparts. This Agreement may be executed in any number of original counterparts, with the same effect as if the Parties had signed the same document, and will be deemed effective on the Effective Date when one or more counterparts have been signed or otherwise accepted by all Parties. All counterparts shall be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, shall be deemed to be dated the Effective Date, and only one of which need be produced for any purpose. This Agreement may be signed by original or by facsimile in one or more counterparts, and upon delivery by facsimile such counterpart will constitute an original of this Agreement. Execution and delivery of this Agreement by facsimile transmission will be legally binding upon the Parties. Acceptance of this Agreement online by clicking the "I Agree" button or clicking in a checkbox beside the words "I Agree" will be legally binding upon the Parties.

4.20 Injunction. Each Party acknowledges that a breach by the Contractor or any of the Contractor's representatives of any obligation under this Agreement and/or any Non-Disclosure Agreement may cause irreparable harm to the Company which may be difficult or impossible to ascertain, and that an award of damages, including the Pre-Negotiated Damages, will not be a sufficient remedy for such breach. Accordingly, the Company will be entitled to specific and strict performance of this Agreement and an injunction to prevent any breach or threatened breach of this Agreement, without having to show any actual damage or that monetary damages would not provide an adequate remedy, and without any bond or other security being required. No remedy is exclusive, but each is cumulative and in addition to any other remedy otherwise available at law or in equity, including the Pre-Negotiated Damages.

4.21 Reapplication. If the contractual relationship between the Parties is terminated for any reason whatsoever, whether with or without cause, whether by the Contractor or by the Company, and if the Parties later enter into a contractual relationship with each other, this Agreement will be applicable to such new contractual relationship as if there had been no interruption of the relationship, without the necessity for the execution of a new agreement between the Parties.

4.22 Ordinances and Statutes. Each Party shall comply with all Municipal, Provincial, State and Federal laws, statutes, and ordinances now in effect, or which shall be enacted in the future, and any violation of such shall be a complete and material breach of this Agreement.

4.23 Acknowledgements. It is expressly understood and agreed and the Parties hereby represent and covenant to each other that they have read this Agreement in its entirety, agree to it, have been given a copy, and have been advised by their respective solicitors with respect to the contents herein, and fully understand the terms and legal effect of this Agreement.

4.24 Assignment. The Contractor shall not be permitted the right to assign or transfer this Agreement, any interest herein, and/or its obligations and/or responsibilities under this Agreement. The Company has the right to assign or transfer this Agreement with no further notice to the Contractor and upon such assignment or transfer the Company shall have no further liability, personal or otherwise, for or under this Agreement.

4.25 Currency. Unless otherwise specified in this Agreement, all dollar amounts referred to in this Agreement are in lawful money of Canada, which at the Effective Date are known as Canadian Dollars.

4.26 Publicity. The Contractor understands and agrees that they are not a representative for the Company and are not authorized to make public statements to any third parties, including members of the media, on the Company's behalf. Should the Contractor be approached by any third parties requesting a public statement, the Contractor agrees to direct such individuals to the Company's headquarters where the request can be directed to a Company representative authorized to speak to the public.

4.27 Personal Pronouns. It is expressly understood and agreed by all Parties that all words and personal pronouns in this Agreement shall be read and construed as agreeing with the number and gender of the party or parties referred to in each case as required and the verb shall be construed as agreeing with the required word and/or pronoun as required, the "**Reading**", and such Reading shall ensure the maximum of extent, time, scope and any and all other limitations available within the terms, provisions and definitions of this Agreement.

4.28 Non-limiting. The word "including", when following any general statement, will be construed to refer to all other things that could reasonably fall within the scope of such general statement, whether or not non-limiting language (such as "without limitation" or "without limiting the generality of the foregoing") is used with reference thereto. Terms such as "hereunder" and "herein" refer to this Agreement as a whole and are not limited to any specific provision or provisions of this Agreement.

IN WITNESS thereof, the Contractor has indicated their acceptance to be bound by all the terms and conditions of this Agreement as aforementioned, and the Company accepts this Agreement as written and without modification as of the Effective Date.

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