



FUNGI ACADEMY

Fungi Academy Affiliate Program Agreement

This Affiliate Program Agreement is made and entered into as of the date of grant set forth

below.

BETWEEN ("COMPANY"): Fungi Academy

AND ("AFFILIATE"):

"Affiliate" means an individual or business generating their own traffic and thus rewarded for legitimate sales, leads, clicks, or other measurable action.

AFFILIATE RESPONSIBILITIES:

- It is understood that you will introduce and promote Fungi Academy's services/educational material to your current and prospective customers and will comply with all laws as well those that govern email marketing and anti-spam laws.
- Company reserves the right to accept or reject any prospective customers and will pay you a commission per customer referred using your affiliate code according to the designated payment schedule.

SERVICE:

- The Affiliate is allowed to place Promotional Materials, as laid out below, on their website and social media accounts for the purposes of generating sales—and their related commissions—for ***Sacred Mushroom Cultivation Course, Psychedelic Journeywork Course*** and ***Mushroom Mastermind***, e-learning courses sold on fungiacademy.com.

1

- The Affiliate must comply with the requirements of the Affiliate Program, including in particular any stipulations as to the nature and content of the Affiliate's website and the use of third party or other Affiliates trademarks and logos.

TERMS OF THE AGREEMENT:

- The term of this Agreement will begin upon our acceptance of Your Affiliate Program application.
- You are only eligible to earn Commission Fees on Qualified Purchases occurring during the term, and Commission Fees earned through the date of termination will remain payable only if the orders for the related Products and Services are not cancelled and comply with all Terms laid out in this Agreement.
- We may withhold your final payment of Commission Fees for a reasonable time to ensure that all qualified purchases are valid and payment from Referred Customers are legitimate as determined by Company in its sole discretion.
- Company shall pay to Affiliate any outstanding Commission through the date of cancellation, provided that cancellation occurs for any reason other than Affiliate's violation of this Agreement.
- Any Affiliate who violates either this Agreement or Company's Terms and Conditions will immediately forfeit any right to any and all accrued Commissions Fees and will be removed from the Company Affiliate Program.
- Without limitation, Affiliate's participation in the Program, and this Agreement, shall be deemed automatically terminated immediately and all commissions forfeited upon Affiliate's violation of any of the terms of this Agreement or of any applicable law or regulation having the force of law.

LICENSE:

Company hereby grants to Affiliate a revocable, non-exclusive, worldwide, royalty-free, non-transferable license (the "License") to use the Promotional Materials as specified under the terms and conditions of this Agreement. The term of the License shall expire upon the expiration or termination of this Agreement.

PROMOTIONAL MATERIALS:

Company shall make available to Affiliate certain banner advertisements, button links, text links, and/or other graphic or textual material for display and use on the Affiliate website (the "Promotional Materials"). Affiliate shall display the Promotional Materials on Affiliate's website, email, social media accounts and channels as Affiliate sees fit, provided that the manner of display shall be subject to the terms and conditions of this Agreement. Affiliate shall include a link to Company's website and tag Fungi Academy (@FungiAcademy) whenever using Promotional Materials and for the sole purposes of promoting the designated products, in order to generate sales, and according to the terms and conditions of use laid out below.

Promotional Materials shall be sent to Affiliate once this Agreement has been signed by both parties.

USE OF PROMOTIONAL MATERIALS:

The Affiliate's use and display of the Promotional Materials on the Affiliate's site shall conform to the following terms, conditions and specifications:

- Affiliate may not use any graphic, textual or other materials to promote Company's website, products or services other than the Promotional Materials, unless Company agrees to such other materials in writing prior to their display.
- The Promotional Materials will be used to link only to Company's website, to the specific page and address as specified by Company.
- Affiliate will not alter, add to, subtract from, or otherwise modify the Promotional Materials as they are prepared by Company. If Affiliate wishes to alter or otherwise modify the Promotional Materials, Affiliate must obtain prior written consent from Company for such alteration or modification.

CLIENT SERVICE:

- Company is responsible for all aspects of customer service for participants who purchase its designated products through Affiliate's Link including client inquiries, billing, and collection. Company reserves the right to change Company's policies and procedures, pricing, and any special offers, and to discontinue services or change the terms under which services are offered at any time, without any advance notice to Affiliate or clients purchasing through Affiliate's link.

CONFIDENTIALITY:

Only duly-authorized Company officers, employees, and agents will have access to information furnished or obtained in connection with the use of its products. They will maintain and protect the confidentiality of such information to the greatest extent possible; and they will share such

information only to the extent necessary to make employment decisions and to respond to inquiries or notices from government entities.

INDEMNIFICATION:

Affiliate agrees to indemnify and hold harmless Company, its officers, directors, employees, contractors, affiliates, agents, successors, and assigns from and against any and all claims, liabilities, damages, actions, causes of action, suits, demands, settlements, including all related costs and attorneys' fees, that Company may incur and which are based in whole or in part on Affiliate's participation in the Affiliate Program, any claims that any of the Affiliate trademarks or other intellectual property or proprietary material infringe upon the rights of any third party, Affiliate's breach of any term, covenant, condition, representation, or warranty set forth in this Agreement, or any claim related directly or indirectly to the use, operation, or content of Affiliate's website.

LIMITATION OF LIABILITY:

In no event shall either party have any liability to the other party for any lost profits, loss of use, business interruption, costs of procurement or substitute services, or for any indirect, special, incidental, multiple, exemplary, punitive, or consequential damages however caused and whether in contract, tort, or under any other theory of liability, whether or not the party has been advised of the possibility of such damage. In no event shall a party's liability exceed the commission paid under this agreement.

ENROLLMENT IN THE AFFILIATE PROGRAM:

- In order to enroll in the Affiliate Program, Affiliate must complete an application form for each website through which Affiliate desires to promote Company's designated products. Affiliate represents that any registration information provided to the Company through the application is accurate and current, and that its account will not be used for any illegal or unauthorized purposes.
- Once enrolled and accepted, Affiliates will be enrolled into Fungi Academy's Affiliate Program, hosted through a third-party platform.
- Affiliate will be given log-in information upon acceptance into the Affiliate Program. • Upon enrolling into the Affiliate Program, please provide a PayPal email address for commission payouts.

MODIFICATION:

- We may modify any of the terms and conditions in this Agreement at any time at our sole discretion.
- In such event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and Company Affiliate Program rules. • If

any modification is unacceptable to you, your only option is to end this Agreement. • If Company has not heard back from you regarding the new terms within 14 days, Company has the right to assume your continued participation in Company Affiliate Program, according to the new terms.

AFFILIATE PAYMENT/COMMISSION:

- You will receive a Commission for sending a Company authorized sales, which will be tracked through a unique code or link provided to Affiliate:
- “Sales,” as used above, are defined as the profits generated by the company after reasonable processing fees (i.e. credit card, PayPal, and Stripe fees) are deducted • In order to place Links or promote the program, you must first be approved by Company to become an Affiliate of that Company’s program.
- Affiliate understands that the Payout amount may be changed at any time. • Affiliate understands that commissions will be adjusted according to any refunds that are issued.
- Affiliate understands that if they do not use the provided code or link which tracks sales they send to Company, Company will have no way of paying those commissions. • Affiliate receives the Commission from Fungi Academy, according to Fungi Academy’s designated payment schedule. If you are curious about payments or the commission you have earned, please visit our third-party Affiliate platform, which we will provide access to upon your acceptance into the Affiliate Program.
- Please make sure that you provide a PayPal email address so that you will receive your payment. If you provide this information after the third week of the month, we reserve to pay you, according to our designated payment schedule, the following month.

TAXES:

Company shall not be responsible for any taxes owed by Affiliate arising out of Affiliate’s relationship with Company as set forth in this Agreement. Company shall not withhold any taxes from the Commissions paid to Affiliate.

CONFIDENTIALITY:

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this Agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

TERMINATION OF AGREEMENT:

- Either Affiliate or Company may terminate the Affiliate relationship at any time. • You are only eligible to earn Affiliate payments during your time as an approved Affiliate.

- Company may change the program or service policies and operating procedures at any time.

ENTIRE AGREEMENT; MODIFICATION/ WAIVER

This Agreement constitutes the entire agreement between the Parties pertaining to the subject contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

IN WITNESS WHEREOF, the Owner has caused this Agreement to be signed by a duly authorized officer, and Recipient has affixed his/her signature hereto.

Owner By: Recipient By: Name: Name: Date: Date: Signature:

Signature:

