SYNDIKO'S LLC, TREASURE HEALTH LLC, D&P MEDICAL GROUP LLC- 
WEBSITE AFFILIATE AGREEMENT

This Website Affiliate Agreement (the “Agreement”) is entered into as of ____________, 20___ (the “Effective Date”) by and between Syndiko's Investment's LLC incorporated in Delaware (the “Company”), Treasure Health LLC a PA LLC, D&P Medical Group LLC, a PA LLC, Compassionate Certification Center's DBA filed in Delaware by Syndiko's Investment's LLC and __________________, a __________ [individual/corporation/partnership/etc.] (the “Affiliate,” and together with the Company, the “Parties”).

RECITALS

WHEREAS, the Company is engaged in medical marijuana certification center's and medical marijuana marketing and consulting services.


WHEREAS, the Company wishes to engage the Affiliate for the purpose of promoting its website ____________________ [identify website address] (the “Company Website”) by placing a hyperlink on the Affiliate Website (the “Link”) on the terms and conditions set forth below;

WHEREAS, the Affiliate wishes to post the Link on the Affiliate Website and agrees to do so under the terms and conditions of this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. PURPOSE.

The Company hereby engages the Affiliate, and the Affiliate hereby accepts such engagement, to perform the services described in this Agreement and in Exhibit A attached hereto and made a part hereof, in connection with posting the Link on the Affiliate Website (the “Services”).

2. COMPENSATION.

In exchange for the Services, the Company shall pay the Affiliate a referral fee as set forth in Exhibit A hereto (the “Referral Fee”). Payments of the Referral Fee, if any, shall be made according to the payment schedule set forth in Exhibit A hereto.

3. TERM.

This Agreement is effective as of the Effective Date and shall continue in force, unless otherwise terminated in accordance with the provisions of Section 4 of this Agreement,
for a period of _______ month[s] (the “Term”). (Optional) [The Agreement will renew automatically on a month to month basis thereafter unless either Party provides _______ (____) days’ written notice of its intent not to renew.]

4. **TERMINATION.**
   (a) **Types of Termination.** This Agreement may be terminated:
      (i) By either Party on provision of (30) days’ written notice to the other Party.
      (ii) By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party’s material breach is not cured within (30) days of receipt of written notice thereof.
      (iii) By either Party at any time and without prior notice, if the other Party is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the other Party, or is guilty of serious misconduct in connection with performance under this Agreement.
      (iv) By the Company, in accordance with the provisions set forth in Section 9(a) of this Agreement.

   (b) **Responsibilities after Termination.** Following the termination of this Agreement for any reason, the Company shall promptly pay the Affiliate any outstanding Referral Fees owed to the Affiliate for Services rendered before the effective date of the termination (the “Termination Date”). The Affiliate acknowledges and agrees that no other compensation, of any nature or type, other than any outstanding Referral Fees, shall be payable hereunder following the termination of this Agreement. The Affiliate shall return to the Company, at no cost, all materials and information the Company has provided to the Affiliate in connection with this Agreement, no later than (30) days after the Termination Date.

5. **RESPONSIBILITIES.**
   (a) **Of the Affiliate.** The Affiliate agrees to do each of the following:
      (i) Post the Link on the Affiliate Website as detailed in this Agreement and Exhibit A to this Agreement.
      (ii) Perform the Services in a workmanlike manner and with professional diligence and skill, using fully-trained, skilled, competent, and experienced personnel.
      (iii) Display the Link in a manner on the Affiliate Website that does not reflect adversely on the Company or mislead visitors.
      (iv) **Direct additional leads generated to the site.**

   (b) **Of the Company.** The Company agrees to do each of the following:
      (i) Provide all assistance and cooperation to the Affiliate in order to enable the Affiliate to post the Link on the Affiliate Website.
(ii) Provide initial information and deliver the materials comprising the Link within (___30___) days of the Effective Date.

(iii) Ensure the Link is of acceptable quality, content, and format, as further detailed in Section 9 to this Agreement and in Exhibit B attached hereto and made a part hereof.

(iv) Maintain accurate records of the data used to determine the Referral Fee.

(v) (Optional) Make a good faith effort to provide customers with any products and/or services promoted by the Link.

(vi) (Optional) Use commercially reasonable efforts to maintain the Company Website and minimize any downtime or errors that affect the operability of the Link.

6. CONFIDENTIAL INFORMATION.

The Affiliate agrees, during the Term and [for a period of ___12 months___ (___1___) year] thereafter, to hold in strictest confidence and not to use, except for the benefit of the Company or as required by law, or to disclose to any person, firm, or corporation without the prior written authorization of the Company, any Confidential Information of the Company. “Confidential Information” means any of the Company’s proprietary information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to the Affiliate by the Company either directly or indirectly. The Affiliate may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with the Company’s personnel or authorized representatives or for any other purpose the Company may hereafter authorize in writing. At the request of the Company, the Affiliate must promptly return all copies of Confidential Information received from the Company, and must promptly destroy all other Confidential Information prepared by the Affiliate, including, without limitation, any notes, reports, or other documents.

7. PARTIES’ REPRESENTATIONS AND WARRANTIES.

(a) The Parties each represent and warrant as follows:

(i) Each Party has full power, authority, and right to perform its obligations under the Agreement.

(ii) This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors’ rights generally and equitable remedies).

(iii) Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.

(b) The Affiliate hereby represents and warrants as follows:
(i) The Services shall be performed in accordance with and shall not violate any applicable laws, rules, or regulations, and the Affiliate shall obtain all permits or permissions required to comply with such laws, rules, or regulations.

(ii) The Affiliate shall notify the Company of any changes to the Affiliate Website that would [materially] change its target audience or the size and/or placement of the Link at least ____2 months____ (___ 60 ___) days prior to implementing such changes.

(iii) The Services required by this Agreement shall be performed by the Affiliate or the Affiliate’s staff, and the Company shall not be required to hire, supervise, or pay any assistants to help the Affiliate perform such Services.

(iv) The Affiliate is responsible for paying all ordinary and necessary expenses of its staff.

(v) The content comprising the Affiliate Website is not defamatory, discriminatory, violent, or obscene, does not constitute false advertising, solicit unlawful behavior, and violate any applicable laws, rules, or regulations.

(vi) (Optional) [The Affiliate shall operate the Affiliate Website for use and visitation by visitors located within the United States.]

(c) The Company hereby represents and warrants as follows:

(i) The Company will make timely payments of any Referral Fees earned by the Affiliate.

(ii) The Company shall notify the Affiliate of any changes to its procedures affecting the Affiliate’s obligations under this Agreement at least ____2 months____ (___ 60 ___) days prior to implementing such changes.

(iii) The content comprising the Company Website is not defamatory, discriminatory, violent, or obscene, does not constitute false advertising, solicit unlawful behavior, and violate any applicable laws, rules, or regulations.

8. INTELLECTUAL PROPERTY.

(a) No Intellectual Property Infringement by Company. The Company represents to the Affiliate and unconditionally guarantees that all text, graphics, photos, designs, trademarks, or other content comprising any (i) Link and (ii) the Company Website are owned by the Company, or that the Company has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify, and defend the Affiliate and its subcontractors from any liability (including attorneys’ fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Company. The Company further represents to the Affiliate that the Link does not infringe, dilute, or otherwise violate third-party rights or trademarks.
(b) **No Intellectual Property Infringement by Affiliate.** The Affiliate represents to the Company and unconditionally guarantees that all text, graphics, photos, designs, trademarks, hyperlinks, or other content on the Affiliate Website are owned by the Affiliate, or that the Affiliate has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify, and defend the Company and its subcontractors from any liability (including attorneys’ fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Affiliate. The Affiliate further represents to the Company that the Affiliate Website’s domain name or URL listing does not infringe, dilute, or otherwise violate third-party rights or trademarks.

(c) **Company Property Rights.** All text, graphics, photos, designs, trademarks, service marks, tradenames, or other content comprising the Link provided, leased, or licensed to the Affiliate with respect to the Affiliate’s performance of the Services are the sole property of the Company, and the Affiliate has no ownership or other intellectual property rights in or to such items. Without the prior written consent of the Company, the Affiliate will not use or mention the Company’s name, or publish or distribute any materials provided, leased, or licensed to the Affiliate, for any purpose not specified in this Agreement.

(d) **Affiliate Property Rights.** All text, graphics, photos, designs, trademarks, hyperlinks, or other content on the Affiliate Website are the property of the Affiliate and the Company has no ownership rights or other intellectual property rights to such items.

(e) **License.** The Company grants the Affiliate a non-exclusive, limited license to use its trademarks, service marks, and trade names only in connection with placing the Link on the Affiliate Website during the Term.

9. **COMPANY RIGHTS.**

(a) **Right to Monitor Affiliate Website.** The Company has the right, but not the duty, to monitor the Affiliate Website. The Company shall notify the Affiliate of any modification that the Company reasonably requests be made to the Affiliate Website in connection with posting the Link. If the Affiliate fails to make such modification, the Company reserves the right to terminate the Agreement immediately on written notice.

(b) **Right to Modify, Replace Link.** The Company may, in its discretion, modify, update, or replace the Link with another Link[ no more than ___2____ times per quarter. [Except as provided in Section 10 below, ]] the Affiliate will remove the then-current Link from the Affiliate Website and replace such Link with the modified, updated, or replacement Link.

(c) **Right to Remove Link.** The Company may, in its discretion, direct the Affiliate to remove, and the Affiliate agrees to remove at the Company’s direction, the Link from the Affiliate Website at any time and for any reason.
10. **AFFILIATE RIGHTS.**

(a) **Right to Review Link.** The Affiliate has the right, but not the duty, to review the Link, and does not accept responsibility or liability for any errors or inaccuracies.

(b) **No Right to Alter Link.** [Except as permitted on Exhibit B hereto, ](T)he Affiliate may not, without first obtaining the written consent of the Company, alter the Link in any manner, including, but not limited to, modification of the design, color, format, specification, or content of the Link.

(c) **Right to Remove Link.** The Affiliate may remove the Link from the Affiliate Website as set forth in Exhibit A hereto.

11. **DELIVERY, FORMAT, AND POSTING.**

(a) **Delivery of Link.** The materials comprising the Link must be delivered to the Affiliate as set forth in Exhibit B hereto.

(b) **Format of Link.** The Link shall be in the format set forth in Exhibit B hereto.

(c) **Posting of Link.** The Link shall be posted on the Affiliate Website as set forth in Exhibit A hereto.

12. **Competitive Links**

During the Term, the Affiliate agrees it will not post any hyperlink on the Affiliate Website belonging to any of the Company’s competitors listed on Exhibit C to this Agreement. Additional competitors may be added to Exhibit C with the prior written consent of the Affiliate or removed with the prior written consent of the Company.

13. **INDEMNIFICATION.**

(a) **Of Company by Affiliate.** The Affiliate shall indemnify and hold harmless the Company and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys’ fees and disbursements (collectively, the “Claims”) that any of them may suffer from or incur and that arise or result primarily from (i) any gross negligence or willful misconduct of the Affiliate arising from or connected with the Affiliate’s carrying out of its duties under this Agreement, or (ii) the Affiliate’s breach of any of its obligations, agreements, or duties under this Agreement. *(Optional)*

(b) **Of Affiliate by Company.** The Company shall indemnify and hold harmless the Affiliate from and against all Claims that it may suffer from or incur and that arise or result primarily from (i) its posting of the Link on the Affiliate Website. [Right to Disclaimer. The Company may, in its discretion, direct the Affiliate to post the disclaimer set forth in Exhibit A hereto on the Affiliate Website.]
Website in connection with the carrying out of its duties under this Agreement or (ii) the Company’s breach of any of its obligations, agreements, or duties under this Agreement; provided, however, none of the foregoing result from or arise out of the actions or inactions of the Affiliate. (Optional)[The Company shall maintain liability insurance sufficient to satisfy the foregoing obligations to the Affiliate.]

(c) [LAWS AFFECTING ELECTRONIC COMMERCE.

From time to time, governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. Each Party agrees that it is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend the other Party and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the other Party’s exercise of Internet electronic commerce.]

14. LIMITATION OF LIABILITY.

THE COMPANY WILL NOT BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND IN CONNECTION WITH THE AGREEMENT. [THE COMPANY’S LIABILITY SHALL NOT EXCEED THE TOTAL REFERRAL FEES PAID OR PAYABLE UNDER THE AGREEMENT.]

15. DISCLAIMERS.

The Company makes no express or implied warranties or representations with respect to any of the Company’s products or services sold through the Link, including, but not limited to, warranties of merchantability or fitness. [The Company makes no representations that the operation of the Company Website will be uninterrupted or error-free during the Term.]

16. NATURE OF RELATIONSHIP.

The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The Affiliate is and will remain an independent contractor in its relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Affiliate’s compensation hereunder. The Affiliate shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing in this Agreement shall create any obligation between either Party and a third party.

17. AMENDMENTS.

No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

18. ASSIGNMENT.
Neither Party may, without the prior written consent of the other Party, assign, subcontract, or delegate its obligations under this Agreement, except that the Affiliate may transfer the right to receive any amounts that may be payable to it for its Services under this Agreement, which transfer will be effective only after receipt by the Company of written notice of such assignment or transfer.

19. SUCCESSORS AND ASSIGNS.

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

20. FORCE MAJEURE.

A Party shall not be considered in breach of or in default under this Agreement on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party’s reasonable control (each a “Force Majeure Event”); provided, however, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

(a) notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and
(b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder.

21. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

22. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties as follows:

If to the Company:
Syndiko's Investment's LLC, Treasure Health LLC, D&P Medical Group LLC

If to the Affiliate:

__________________________________________

__________________________________________

Website Affiliate Agreement
23. **GOVERNING LAW.**

This Agreement shall be governed by the laws of the state of Pennsylvania. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party’s reasonable attorneys’ fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

24. **COUNTERPARTS/ELECTRONIC SIGNATURES.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

25. **SEVERABILITY.**

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

26. **ENTIRE AGREEMENT.**

This Agreement, together with the Exhibits hereto, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

27. **HEADINGS.**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COMPANY

Syndiko's Investment's LLC, Treasure Health LLC, D&P Medical Group, LLC, Compassionate Certification Center's DBA

By: _________________________________
Name: _______________________________
Title: Managing Member's

AFFILIATE

[AFFILIATE NAME]

By: _________________________________
Name: _______________________________
Title:
EXHIBIT A

1. SERVICES.

In exchange for the Referral Fee, the Affiliate will provide the following services:

(a) Posting of Link.

(i) Post the Link on the Affiliate Website on the [identify web page] if multiple, list all sites

______________________________
______________________________

Option 1
[in the following specific position:

______________________________
______________________________

______________________________
]

Option 2
[in a position to be determined by the Affiliate in its discretion; provided, however, that the Link may not be placed on the Affiliate Website in any position that would be misleading or cause confusion.

(ii) Post the Link on the Affiliate Website for such period(s) of time as may be determined by the Affiliate in its discretion.

(iii) Use reasonable efforts to ensure the Link works on the Affiliate Website, and that any visitor who clicks on the Link will be connected to the Company Website.

(b) Removal of Link. Remove the Link from the Affiliate Website as may be determined by the Affiliate in its discretion; provided, however, that the Affiliate shall remove the Link from the Affiliate Website immediately if directed to do so by the Company.

(c) Customer Referral. Refer new, unique and legitimate customers (i.e., customers not previously existing to the Company) to the Company Website via the Link to facilitate and help both businesses.

[SIGNATURE PAGE FOLLOWS]
By signing below, the Parties agree to comply with all of the requirements contained in this Exhibit A.

Dated: _______________________

COMPANY

Syndiko's Investment's LLC, D&P Medical Group LLC, Treasure Health LLC

By: ________________________
Name: 
Title: 

AFFILIATE

[AFFILIATE NAME]

By: ________________________
Name: 
Title: 
EXHIBIT B
LINK GUIDELINES

1. FORM.
The Link shall be provided to the Affiliate in the following form(s): [list acceptable types of links here (e.g., text, logo, image, button, etc.)]

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

2. FORMAT.
The Link shall be provided to the Affiliate in the following format(s): [list acceptable formats here (e.g., HTML, GIF, text, jpg., etc.)]

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

3. DIMENSIONS.
The minimum size of the Link shall be _______________________ [list acceptable height and width here or, if text, font size] and the maximum size of the Link shall be _______________________ [list acceptable height and width here or, if text, font size] (the “Range”). The Affiliate may increase or decrease the size of the Link to any size within the Range provided that any such increase or decrease must be proportional.

4. QUALITY.

(a) Content. The Company shall use reasonable efforts to ensure that the content of the Link is free of errors, including, but not limited to, factual, spelling, grammatical, and punctuation errors. (Optional) [Any text comprising the Link shall be [in English, and] in the color _______________________ [list acceptable color here] and the font _______________________ [list acceptable font here].]

(b) (Optional) Resolution. Any image comprising the Link shall have a resolution of _______________________ [list any resolution requirements here].

(c) (Optional) OTHER.

________________________________________________________________________

5. DELIVERY.
The materials comprising the Link must be delivered to the Affiliate electronically via email to __________________ [identify the email address where the Affiliate will accept submissions] or, if the files are too large for electronic delivery, on a CD via US Mail.
By signing below, the Parties agree to comply with all of the requirements contained in this Exhibit B.

Dated: ______________________