

## BREADCOIN COMMUNITY PARTNERSHIP AGREEMENT

Breadcoin Foundation Ltd (“Breadcoin”) is a 501(c)(3) organization with the mission to provide food to those in need with dignity, support local businesses and resource community groups. As part of this mission, Breadcoin partners with local businesses, organizations and individuals to promote and feed those in need in the community through the Breadcoin coin distribution program. This Breadcoin Community Partnership Agreement (the “Agreement”) is made upon the Community Partner’s acceptance hereof through the Breadcoin website, [breadcoin.org](https://breadcoin.org) and details the Community Partner’s obligations as a participant in the Breadcoin Foundation Ltd (“Breadcoin”) coin distribution program.

1. Use of Breadcoin Tokens. Any Breadcoin tokens provided by Breadcoin to the Community Partner may only be used in accordance with the purposes and mission of Breadcoin as set forth on the Breadcoin website, <https://breadcoin.org>. Breadcoin tokens may not be used by the Community Partner for the following purposes: political campaigns, proselytizing, resale, barter, or in exchange for favors. If the Community Partner is using donated Breadcoin tokens, the tokens may not be used by the Community Partner for personal use by employees, contractors, staff or any other persons affiliated with the Community Partner.
2. Community Partner Obligations and Responsibilities. The Community Partner will use Breadcoin messaging and communication, if available, with its distribution and usage of Breadcoin tokens. The Community Partner has the right to use any Breadcoin trademarks only in connection with and execution of the terms of this Agreement. The Community Partner acknowledges Breadcoin’s ownership right in the Breadcoin trademarks and agrees that all use of the Breadcoin trademarks will inure to the benefit, and be on behalf, Breadcoin. The Community Partner acknowledges that its utilization of the Breadcoin trademarks will not create in it, nor will it represent it has any right, title, or interest in or to such trademarks other than the license expressly granted in this Agreement. The Community Partner agrees not to do anything contesting or impairing the trademark rights of Breadcoin. The Community Partner will not disclose or use any Breadcoin information of a private, confidential or proprietary nature or any other trade secret without prior written authorization from Breadcoin, except as required by law.
3. Community Partner Warranties and Representations. The Community Partner understands and agrees that as a 501(c)(3), Breadcoin is absolutely prohibited from directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective public office. The Community Partner will not use any donated Breadcoin tokens in conjunction with a political campaign or agenda or to support any type of activity related to any nature of political activity. The Community Partner understands and agrees that Breadcoin exists for the purpose of inviting everyone to the table. And therefore, in accordance with Breadcoin policy, the Community Partner will not use the Breadcoin tokens in conjunction with any type of discrimination based upon race, political orientation, religion, gender, sexual orientation, age, national origin, ethnicity, ancestry, marital status, veteran status, or mental or physical disability or any other status prohibited by applicable law.
4. Nondisparagement. The Community Partner agrees that, during the term of this Agreement and thereafter, the Community Partner will not make any statements or representations, or otherwise communicate, directly or indirectly, in writing, orally or otherwise, or take any action which may, directly or indirectly, disparage Breadcoin or any of Breadcoin’s respective officers, directors, employees, advisors, businesses or reputations.

5. Termination. Breadcoin may terminate this Agreement and the Community Partner's participation in the coin distribution program for any or no reason by giving at least ten days prior notice in writing to the Community Partner, including by email. Upon termination of this Agreement, the Community Partner will notify Breadcoin if the Community Partner has possession of any Breadcoin tokens so that a Breadcoin representative can pick up the remaining tokens.