

Sponsorship Agreement

The Sponsorship Agreement between you and Gara Inc., DBA Grow-It-LED, oversees your participation in Grow-It-LED's Sponsorship program.

By accepting this agreement, you will be able to participate in the Sponsorship Program; this will entitle you to financial compensation for your work in referring customers to purchase our products. If you do not accept this agreement and our Terms of Use and Privacy Policy located on our website, you will NOT be able to participate in the Sponsorship Program.

Grow-It-LED reserves the right, at our discretion, to terminate, change, or modify any part of the Sponsorship Program at any time. In the event of any changes, modifications, or termination, by email (or best available means of communication), you will be notified. Your participation in the Sponsorship Program after such notice proves your binding acceptance to the terms and conditions of this Sponsorship Agreement. This includes any changes or modifications made by Grow-It-LED. If you no longer agree to the Terms and Conditions of Grow-It-LED's Sponsorship Agreement, you should no longer participate in the Sponsorship Program.

During your participation in our Sponsor Program, we will send you a unique coupon code that identifies your social media or website. We will also provide graphics for our products and our logo for your use in social media postings. The coupon code that we will provide must be displayed for easy customer access and use. Otherwise, you may miss out on getting paid! We reserve all of our rights in the coupon code, images, graphics, intellectual property, and other items associated with Grow-It-LED. We may revoke your sponsorship by giving you written notice for breaching our Sponsorship Agreement or Terms of Use/Privacy Policy.

You must also agree that you will not use our intellectual property to disable damage, impair our company's website, or any other site by creating spam or any other solicitation. Exploitation of the coupon code is subject to immediate termination. This is for our website or any other website. You will also refrain from linking, copy/paste, or otherwise impose our website graphic images or links anywhere without our companies consent. You agree to refrain from altering our intellectual property, make any representations, change our warranties, or any other statements concerning Grow-It-LED.

You now agree to make commercial efforts to promote the sale of our listed products located on the Grow-It-LED website. You agree to abide by applicable laws in developing your social media, website, and the Grow-It-LED website. You may only promote prices on your postings by verifying the price currently on our website, and the price is subject to change at any time. Grow-It-LED is pleased to offer a referral fee to our Sponsors. The fee will be 5% of each purchase's net amount that uses your unique coupon code. Net amount means the gross amount of payments received by Grow-It-LED. This does not include the add on prices for shipping, handling, or taxes. The referral fee is subject to change at any time in our sole and absolute discretion. We will notify you of any changes before they are implemented. Payments

will be made to the Sponsor through a check, Paypal, or other means agreed upon by Grow-It-LED and the Sponsor. Payments will be made once per month, generally 30 days after the first purchase. This gives us time to verify that the purchase has been completed, and the customer has not refunded or returned that purchase.

The Sponsor will be responsible for any owed taxes, liens, or other money owed to companies or government entities on their payments by Grow-It-LED. The sponsor is not responsible for any taxes, liens, or other fees owed by the customer. If the customer returned any products that qualified for payment, we would deduct the amount from the next payment.

For a successful referral, the following criteria must be met:

- 1) The user must not be a current or past customer
- 2) The purchase must be completed without being reversed, and funds must make it into our financial account
- 3) The user MUST use your unique discount code

We will continuously track your coupon codes' performance and ensure that you are adequately compensated. All of the transaction data is stored for the period outlined in our Privacy Policy. The Sponsor represents and warrants that your social media or website will follow federal anti-discrimination laws, will not promote illegal activities, will not promote physical violence, will not promote sexually explicit materials, will not violate Grow-It-LED's intellectual property rights, will not promote content that is defamatory, libelous, or violates any persons right to privacy or publicity.

If any issues arise regarding our products, we require that the Sponsor contacts Grow-It-LED before making any statements, written or verbal, or cause others to make any statements, written or oral, that will defame, disparage or in any way criticize the personal or business reputation, or conduct of Grow-It-LED's employees, directors, and officers. This extends to any parties associated with Grow-It-LED. Grow-It-LED, by our best judgment, will attempt to make things right to the best of our ability.

The Sponsor will act as an independent contractor and will have no authority to obligate or bind the other in any respect. Under no circumstance in this agreement will it be construed to create any agency, partnership, or employer/employee relationship between Grow-It-LED and the Sponsor.

The Sponsorship Agreement is in effect as long as you participate in the program. Grow-It-LED may stop the program at any time, or the Sponsor Agreement is terminated. The Sponsor Program can be terminated by Grow-It-LED or you at any time by your own or our discretion upon notice. Notice will be sent by email or any other agreed-upon communication form. If you are terminated by Grow-It-LED for reasons outlined in the previous portions of this agreement, you will not be eligible for referral fees. You will only qualify for referral fees up to the time of

your termination. We reserve the right to hold your payment to ensure that the customer pays the correct amount.

DISCLAIMER

ANY INFORMATION, CONTENT, OR PRODUCTS ON OUR WEBSITE IS PROVIDED "AS IS." WE CANNOT GUARANTEE THAT THE WEBSITE FUNCTIONALITY WILL BE INTERRUPTION FREE OR WITHOUT ERRORS.
LIMITATION OF LIABILITY

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

The Sponsorship agreement entails the entire agreement between you and Grow-It-LED regarding the scope of this agreement. You agree and acknowledge that you have reviewed the Privacy Policy and Terms of Use located on our website in addition to the terms of this Sponsor Agreement. You also understand the scope of their incorporation, and you agree to be bound to them.

ACKNOWLEDGMENT

YOU AGREE, UNDERSTAND, AND ACKNOWLEDGE THAT YOU HAVE READ GROW-IT-LED'S SPONSORSHIP AGREEMENT. YOU ALSO UNDERSTAND YOU ARE TO BE BOUND TO THIS DOCUMENTS TERMS AND CONDITIONS ALONG WITH THE TERMS OF USE AND PRIVACY POLICY DOCUMENTS. THIS DOCUMENT SUPERSEDES ANY PREVIOUS AGREEMENT, ORAL OR WRITTEN, OR ANY OTHER COMMUNICATION BETWEEN GROW-IT-LED AND THE SPONSOR REGARDING THE SUBJECT OF THIS SPONSOR AGREEMENT.

GROW-IT-LED

1730 INDUSTRIAL DRIVE
AUBURN, CA
95603
530-887-0153
SALES@GROW-IT-LED.COM

Signed _____ Date _____