

General Terms

Currency

Financial transactions covered by this insertion order will be processed in the USD currency. Currency exchanges will occur when you or your partner(s) have set a different default currency in account settings.

Change Notification Period

The insertion order can be changed or cancelled with 1day(s) notification to the media partner.

Reversal Policy

Reversal of performance advertising actions are decided by the Advertiser governed by a max reversal percentage of 100%

Media Partner Tracking Pixel

Advertiser does NOT allow media partner to fire their tracking pixel when the consumer action is completed.

Trademark Keywords

Trademark Keywords (TM+): Unless officially allowed, publishers are not permitted to bid on The Soil Savvy, and Soil Savvy Soil Test Kit brand related keywords.

If promoting The Soil Savvy, and Soil Savvy Soil Test Kit via external paid search engines, which may include, but are not limited to, entities such as Google, Bing, Yahoo! and MSN, you agree to comply with the following: (i) you must not give the impression that you are, or represent, Soil Savvy, through use of phrases such as 'Official Site'; (ii) you must not bid on select trademarks and brand names designated by The Home Depot, including but not limited to: "Soil Savvy™", "Soil Savvy" and "mysoilsavvy.com"; (iii) you must not outbid UNIBEST International for top placement on select trademarks and trade names designated by UNIBEST International; (iv) you must not target the brand names of any entities that are direct competitors of UNIBEST International, or otherwise engage in marketing practices that are illegal or violate the rights of any third party; and (v) you must ensure that all copy used for search and keyword purposes is appropriate and 100% accurate and does not contain any claims that could be construed to be false or misleading. In addition you agree to add "mysoilsavvy.com," "Soil Savvy" "soil test", "soil test kit" "soil" and "savvy" (and other terms that we may determine in the future) as negative matches in your search campaigns and to avoid phrase matching. You agree that, following notice from UNIBEST International or Affiliatley, you will promptly remove any search listing containing copy and/or creative components that UNIBEST International, in its sole discretion, deems inappropriate for any reason.

UNIBEST International Publisher Program Special Terms & Conditions

1. Overview.

UNIBEST International Special Terms and Conditions for Affiliatley (the "Agreement") are entered into between UNIBEST INTERNATIONAL. Advertiser ("Advertiser") and the party participating in Affiliatley ("Publisher"). A. UNIBEST International ., operates the www.mysoilsavvy.com origination Web site. As part of its Web site, UNIBEST International ("Company") offers UNIBEST International Publisher Program ("Program"), through which approved companies operating their own Web sites and/or subscription email services ("Publishers") are granted a limited, non-exclusive right to: (i) advertise and promote UNIBEST International goods and services and mysoilsavvy.com web site in a manner in compliance with this Agreement and the Publisher Service Agreement between Publisher and Affiliatley ("Affiliatley"), (ii) post or circulate an approved graphical or textual internet hyper-link ("Link") to The mysoilsavvy web site, and (iii) direct visitors to the Publisher's Web Site to the web site (the specific URL) designated by UNIBEST International ("Destination Site"). Both UNIBEST International and Publishers are parties to agreements with Affiliatley and are participants in the Affiliatley (the "Affiliatley Program"). This Agreement provides terms and conditions applicable to your membership in the Program that are in addition to or modify any terms and conditions that you have agreed to pursuant to your Publisher Service Agreement with Affiliatley ("Media Partner Service Agreement"). Any capitalized term herein that is not defined shall have the same meaning as in the Media Partner Service Agreement.

B. Publishers are offered the opportunity to earn a commission for referring web surfers to the Publisher's web site (i) who click-on UNIBEST International advertisement or graphic posted on the Publisher's web site which operates as a textual/graphical hyper-link to UNIBEST International Destination Site, and (ii) who completes the Transaction required under the Program on UNIBEST International 's Destination Site. The commission rate will be set forth on the Affiliatley Program Page for UNIBEST International and may be changed from time to time by UNIBEST International by posting and notifying Publisher of a different commission rate as appears on the Affiliatley Join Program Page. Payment for this money-making opportunity shall be made by UNIBEST International through Affiliatley in accordance with the terms of the Affiliatley Program. No long-term commitment is required.

2. Approval.

A. Participation in the Program is subject to UNIBEST International 's approval. Prospective Publishers must first submit an application to UNIBEST International through Affiliatley in order to become an "approved" Publisher eligible to post Links to UNIBEST International "mysoilsavvy.com" Web site and earn commissions. After the application has been submitted, UNIBEST International will notify the prospective Publisher through Affiliatley in writing (by e-mail or otherwise) whether or not it has been approved (approval is in UNIBEST International 's sole discretion).

Publisher is not authorized to post Links to UNIBEST Internationals mysoilsavv.com Web site for any Publisher web site that has not been approved in advance by UNIBEST International (in

its sole discretion). B. If approved, the Publisher must acknowledge its acceptance of these Terms and Conditions by clicking-through the acceptance button on this Web page thereby assenting to the Standard Terms and Conditions of the Program between UNIBEST International and Publisher (also referred to as this “Agreement”). This Agreement shall apply only to approved Publishers who accept the Standard Terms and Conditions of the Program and only Publishers who accept this Agreement may participate in the Program.

C. Other than the payment of the commission, Publisher shall have no claims to any additional compensation, commissions or business derived by or through a Destination Site.

D. Participation in Program does not constitute an employment, broker or agency relationship between Publisher and UNIBEST International nor does it create any partnership, joint venture, franchise, or sales representative relationship between the parties.

3. Authorization

Autorization to Link to UNIBEST International’s “mysoilsavvy.com Web Site. A. Notwithstanding Section 3 of your Media Partner Service Agreement entitled, “Intellectual Property”, Publisher agrees that it is not licensed a revocable, nontransferable, royalty free, international sublicense to display and link to UNIBEST International ’s Web site, and all trademarks, service marks, tradenames, and/or copyrighted material (“Content”). UNIBEST International authorizes Publisher to display Links and to link to Destination Sites. Unless otherwise agreed by UNIBEST International in writing, notwithstanding anything to the contrary herein, the authority granted by UNIBEST International to Publisher hereunder will not constitute a license. Publisher may not distribute, license or otherwise use UNIBEST International ’s Links (and/or Content) unless authorized through UNIBEST International ’s Information Page or by UNIBEST International ’s written permission.

B. Publisher shall not otherwise copy nor modify, in any way, any icons, buttons, banners, graphics files, or Content that UNIBEST International has made available through the Network Service pursuant to the foregoing arrangement. Publisher may not remove or alter any copyright or trademark notices. If Publisher is licensed Content by UNIBEST International , then such license is subject to the preceding conditions.

C. You agree that Section 8 of your Media Partner Service Agreement entitled, “Term and Termination”, does not apply to this Agreement and your participation in the Program. Instead, Publisher agrees that UNIBEST International may terminate any authority to display or distribute Content and/or Links, as well as any sublicense and/or license, under this Agreement, immediately upon written notice to the authorized party/sublicense/licensee if UNIBEST International has reasonable concerns that the authorized party/sublicense/licensee is diluting, tarnishing or blurring the value of UNIBEST international trademarks, service marks, and/or tradenames, and/or breach of UNIBEST International ’s other intellectual property rights.

D. Publisher may not generate or send any email messages using or containing UNIBEST International 's name or logo, or any variation thereof, or its related companies' names or logos,

or any variation thereof, or any of Advertiser's trademarks or products, without first obtaining in advance UNIBEST International 's express written permission (electronic mail acceptable).

E. Publisher may not bid on UNIBEST International 's trademark or any variation thereof in conjunction with search keyword programs. When promoting UNIBEST International via external paid search engines, which may include, but are not limited to, entities such as Google and Overture, the following guidelines must be followed: (i) Publisher must not give the impression that you are, or represent, UNIBEST International , through use of phrases such as 'Official Site'; (ii) Publisher may not bid on UNIBEST International 's trademark or any variation thereof in conjunction with search keyword programs. (iii) Publisher must not target the brand names of any entities that are direct competitors of UNIBEST International , or otherwise engage in marketing practices that are illegal or violate the rights of any third party; and (iv) Publisher must ensure that all copy used for search and keyword purposes is appropriate and 100% accurate and does not contain any claims that could be construed to be false or misleading. (v) Publisher must identify itself as an "Affiliate" in all search keyword listings as well as organic search results. Publisher agrees that, following notice from UNIBEST International , you will promptly remove any search listing containing copy and/or creative components that UNIBEST International , in its sole discretion, deems inappropriate for any reason.

F. Publisher agrees not to use, register or seek to register any trademark, service mark or domain name that contains the words "mysoilsavvy.com", "soilsavvy.com" "soilsavvytesting.com" "UNIBEST International ", "UNIBEST International, or any variations, or misspellings of them, or is any way confusingly similar to "UNIBEST International" or "Soil Savvy". If you do, you agree to transfer the registrations, at your expense, to UNIBEST International at UNIBEST International 's request and to cooperate by providing any information, signing any documents and providing appropriate authorizations necessary to accomplish the transfer.

G. Publisher may not wrap or frame the site of UNIBEST International or its brands in any manner or in any way copy or resemble the look and feel of our site, nor will the Publisher create the impression that the Publisher site is UNIBEST International 's site or is a part of UNIBEST International site.

H. If Publisher's site donates any portion of its referral fees to any school, foundation or other charitable organization, Publisher may not state or imply that UNIBEST International endorses such activities or is responsible in any way for the inclusion and donation of funds to any of the schools, foundations or charities associated with Publisher's site without express written consent from UNIBEST International (electronic mail acceptable).

I. Publisher may not use UNIBEST International 's domain name (mysoilsavvy.com), or any variation thereof, in Publisher's domain name or any other part of Publisher's Universal Record Locator (URL) without express written consent from UNIBEST International (electronic mail acceptable)

J. UNIBEST International does not allow sites that provide a portion of their commission or Publisher benefits to sites or organizations that violate any of the Prohibited Content.

K. Publisher agrees that it will not issue any press release or make any other similar public announcement that in any way makes any reference to UNIBEST International without prior written consent, which consent may be withheld at our sole discretion.

4. Term and Termination.

A. The term of this Agreement shall be continuous, unless and until either party properly terminates this Agreement, in accordance with the following: (i) UNIBEST International shall provide Publisher with three (3) days notice, except as provided for in Section 7(B) below; and (ii) Publisher shall use the automated system within the Affiliatley to drop the Program and Publisher shall comply with Section 7(E)(v) below.

B. This Agreement may be terminated immediately by UNIBEST International in the event that Publisher: (i) operates an illegal business through its web site and/or subscription e-mail list; (ii) engages in any illegal activity of any type, including but not limited to displaying illegal content on its web site and/or in its subscription e-mails or offering any illegal goods or services through its web site and/or subscription e-mails; (iii) its web site or email Link to its web sites contain or promote, any content which UNIBEST International, in its sole discretion, believes is misleading, abusive, violent, bigoted, hate-oriented, or pornographic; (iv) engages in indiscriminate or unsolicited commercial advertising emails; (v) places Links to a Destination Site in newsgroups, message boards, unsolicited e-mail and other types of spam, banner networks, counters, chatrooms, guestbooks, IRC channels or through similar Internet resources; (vi) causes or enables Links to a Destination Site which are not made in good faith, including, but not limited to, by means of any device, program, robot, Iframes, hidden frames, JavaScript popup windows and redirects; (vii) establishes or causes to be established any promotion that provides any rewards, points or compensation for Qualified Leads, or that allows third parties to place Links to the Destination Site without UNIBEST International's prior written permission; (viii) breaches the licensing provisions of this Agreement; (ix) breaches any other intellectual property right, provision of this Agreement, or other of common law intellectual property rights of UNIBEST International; and/or (x) dilutes, blurs or tarnishes the value of UNIBEST International's Marks.

C. For purposes of notification of termination by UNIBEST International, delivery via email is considered a written and immediate form of notification.

D. Upon any termination of this Agreement, UNIBEST International and Publisher will be released from all obligations and liabilities to the other party occurring or arising after the date of such termination or the transactions contemplated hereby, except with respect to those obligations which by their nature are designed to survive termination as provided herein; provided that no such termination will relieve Publisher from any liability arising from any breach of this Agreement occurring prior to termination.

E. Upon termination of this Agreement, (i) UNIBEST International's acceptance of additional referrals obtained through Publisher shall not constitute a continuation or renewal of this

Agreement or a waiver of such termination, (ii) Publisher shall be entitled only to those unpaid commissions, if valid, earned by Publisher on or prior to the date of termination; (iii) Publisher shall in no event be entitled to commissions with respect to any amount of referrals delivered after the date of termination; (iv) all rights and licenses of Publisher hereunder shall immediately terminate; and (v) Publisher shall cease all uses of any trade names, trademarks, service marks, logos and other designations of UNIBEST International or the Program.

5. Indemnification.

You hereby agree to indemnify, defend and hold harmless UNIBEST International and its related companies, directors, officers, employees and agents, from and against any and all liability, third-party claims, losses, damages, injuries or expenses (including reasonable attorneys' fees), arising out of a breach, or alleged breach, of any of Publisher's representations or obligations herein.

6. Limitation of Liability A. EACH PARTY'S TOTAL LIABILITY FOR DAMAGES ARISING UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNTS PAID OR PAYABLE TO PARTNER AS FEES HEREUNDER FOR THE EVENT GIVING RISE TO LIABILITY.

B. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

C. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIMITATIONS OF LIABILITY IN THIS AGREEMENT WILL NOT APPLY TO CLAIMS, DAMAGES AND OTHER LOSSES ARISING IN CONNECTION WITH (I) THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS; (II) GROSS NEGLIGENCE; OR (III) WILLFUL MISCONDUCT.

7. Additional Terms. A. Publisher shall not assign, transfer or delegate its obligations under this Agreement, either in whole or in part, without the prior written consent of UNIBEST International. Any attempted

assignment, transfer or delegation in violation of the provisions of this provision will be void.

B. The provisions of this Agreement are severable. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be deemed invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect the other provisions of this Agreement that can be given effect.

C. No delay or failure by UNIBEST International in exercising any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.

D. The rights and remedies of UNIBEST International are not mutually exclusive; that is, the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provision hereof. Publisher acknowledges, confirms, and agrees that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened

breach of any provision hereof, the respective rights and obligations hereunder shall be unenforceable by specific performance, injunction, or other equitable remedy.

E. This Agreement shall be deemed a mutual agreement and shall not be construed and/or interpreted in favor or against either party on the basis of preparation of the Agreement.

F. By applying to the Program, using the automatic facility located on the Affiliatley Service, and by clicking–through the acceptance button to this Agreement, Publisher executes, accepts, enters into, and becomes party to this Agreement, effective on the date of such acceptance to this Agreement.

G. UNIBEST International reserves the right to modify the terms and conditions of this Agreement in its sole discretion upon three (3) days prior written notice to Publisher. If any modification is unacceptable to Publisher, Publisher’s sole recourse is to terminate this Agreement. Publisher’s continued participation in the Program after notice of modification to the terms and conditions of this Agreement constitutes Publishers binding acceptance to the change.

H. This Agreement shall be governed by the laws of the State of Washington USA, except for its conflict of law provisions. The exclusive forum for any actions related to this Agreement shall be in the state courts in Seattle, Wa and, to the extent that federal courts have exclusive jurisdiction, in Seattle, WA. Publisher consents to such venue and jurisdiction.

I. Official notices to UNIBEST International should be sent to: UNIBEST International 320 N. Johnson, Suite 800, Kennewick, WA 99336. BY APPLYING FOR UNIBEST INTERNATIONAL PROGRAM AND CLICKING ON THE “ACCEPT” ICON BUTTON YOU ARE SIGNIFYING YOUR AGREEMENT TO BE

PRESENTLY BOUND BY THE TERMS OF THIS AGREEMENT TO THE SAME EXTENT AS IF YOU HAD PERSONALLY SIGNED THIS AGREEMENT.