



National Hemp Association (NHA) Affiliate Agreement

This Affiliate Agreement (hereafter “Agreement”) is entered into by National Hemp Association (hereafter, “NHA”) and, _____ (hereafter, “Affiliate”).

WHEREAS, NHA is a Colorado 501(c)(6) whose purposes is to encourage and support local, state, regional and international hemp organizations for the purpose of development and expansion of the hemp industry through a network of professionally organized and cooperative affiliates.

WHEREAS, Affiliate seeks to obtain status as an Affiliate of NHA

NOW, THEREFORE, in furtherance of the mutual promises and considerations in this Agreement, the parties agree as follows:

1) Obligations of NHA:

- List Affiliate on its website as an Affiliate which listing will include the following information for each authorized Affiliate, as supplied and maintained by the Affiliate: Affiliate name, Affiliate contact information, event listings (as set forth below), Affiliate description, and other information as determined by NHA
- Include a monthly news update on the NHA website from material sent by Affiliate
- Post up to three events on our Master Calendar per month within 5 business days after receiving all text and images
- Provide an image link on an exclusive Affiliate page on our website using provided links with up to 5 websites or social media sites you request
- Provide regular communication and guidance (templates and educational materials when available) on a variety of topics including chapter development, membership building, board recruitment, legislative strategies, fundraising and event planning
- Provide access to marketing material templates (when available) for educational purposes
- Respond to written and electronic requests within 5 business days
- Provide a discounted membership rate to affiliate members who also join NHA
- Provide an access point, through NHA, for participation in lobbying efforts
- Treat the Affiliate in an honest, cooperative, and supportive manner at all times.
- NHA shall, to the extent practicable, assist Affiliate in holding certain educational programs in the Territory
- NHA will, to the extent practicable, create professional development opportunities for local Chapter chairs and participants.

2) Obligations of Affiliate:

- Become an Affiliate Member of NHA by making payments of \$150 per year, which payment shall be made within ____ days of execution of this Agreement.



- Provide NHA a monthly electronic update by the 10th of each month (preferably with images and or video links) covering activities happening in your city, state or region
- Respond within 5 business days to written and electronic requests from NHA
- Support the NHA mission to support the whole hemp plant and all aspects of the hemp industry
- Conduct itself in an honest, cooperative, and supportive manner
- Encourage its members to join the NHA at the most appropriate level
- Include the NHA logo and link to its website (if available).
- Affiliate activities will observe all applicable state and local laws, regulations, and legal standards. This Agreement may be terminated immediately in cases of breach of the state and local laws in which an Affiliate operates

3) **Grant of Charter**

(A) **Charter.** NHA hereby grants a charter to Affiliate to be an affiliate of National, and shall be authorized to use the designations “National Hemp Association Affiliate”, “NHA Affiliate”, and “National Hemp Association: [City Name]” with authority to use such designation in connection with the activities authorized in this Agreement, subject to the following terms and conditions.

(B) **Territory.** Affiliate shall represent National in the following geographic area:

_____.

(C) **Intellectual Property.** The foregoing grant of Charter by NHA to Affiliate also includes a grant of a limited right to use certain intellectual property of NHA such as trademarks and copyrights, subject to the terms and conditions of this Agreement.

4) **Intellectual Property**

- a. In accordance with NHA’s non-exclusive grant to the Affiliate to be a Affiliate of NHA in the Territory, Affiliate is hereby granted a limited, revocable, non-exclusive license to use (i) the name “NHA,” logo of NHA, and other NHA trademarks, service marks, trade names, and logos (hereinafter collectively referred to as the “Marks”); (ii) all copyrighted or proprietary information and materials provided by NHA to Affiliate during the Term of this Agreement (the Marks and Proprietary Information are hereinafter collectively referred to as the “Intellectual Property”) in or in connection with Affiliate’s name, acronym and logo and for other official Affiliate-related purposes, with the limited authority to use the Intellectual Property solely in connection with the activities authorized under this Agreement and consistent with the NHA mission, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to Affiliate by NHA. Affiliate may not assign this license or permit a third party to use NHA’s intellectual property, except in connection with an event co-sponsored by Affiliate and the third party and with the written consent of NHA. NHA reserves the right to prohibit the use of NHA’s



- intellectual property if it determines, in its sole discretion, that Affiliate's usage is not consistent with this Agreement.
- b. NHA's logo may not be revised or altered in any way, and must be displayed in the same form as produced by NHA, unless otherwise expressly authorized in writing by NHA. The Marks may not be used in conjunction with any other trademark, service mark, or other mark without the express prior written approval of NHA.
 - c. Intellectual Property is and shall remain at all times the sole and exclusive property of NHA. The Intellectual Property may be used by Affiliate of NHA if and only if such use is made pursuant to the terms and conditions of this limited and revocable license. Any failure by Affiliate to comply with the terms and conditions contained herein, whether willful or negligent, may result in the immediate suspension or revocation of this license, in whole or in part, by NHA. Failure to comply, whether willful or negligent, also may result in the suspension or revocation of the charter of Affiliate by NHA. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be made by NHA in its sole discretion.
 - d. The Intellectual Property must be used by Affiliate in a professional manner and solely for official Affiliate-related purposes. Affiliate shall not permit any third party to use the Intellectual Property without NHA's express prior written approval. Affiliate shall not sell or trade the Intellectual Property without NHA's express prior written approval. Notwithstanding the foregoing, the Intellectual Property may not be used for individual personal or professional gain or other private benefit, and the Intellectual Property may not be used in any manner that, in the sole discretion of NHA, discredits NHA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between NHA and Affiliate, including but not limited to the fact that Affiliate is a separate and distinct legal entity from NHA.
 - e. Affiliate shall maintain the confidentiality of any mailing lists or other intellectual property of NHA and shall not sell, trade, transmit, or otherwise disseminate such lists, in whole or in part, to any third party without the express prior written approval of NHA.
 - f. Use of the Intellectual Property shall create no rights for Affiliate in or to the Intellectual Property or its use beyond the terms and conditions of this limited and revocable license. All rights of usage of the Intellectual Property by Affiliate shall terminate immediately upon the revocation, surrender or other termination of this Agreement. Affiliate's obligations to protect the Intellectual Property shall survive the revocation, surrender or other termination of this Agreement.
- 5) **Indemnification.** Affiliate shall defend, indemnify, and hold harmless NHA and its members from any claims, liability, losses, causes of actions, costs, and expenses (including reasonable attorneys' fees and expenses) which may arise out of the acts or omissions of Affiliate and its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, shareholders or agents; or (ii) the inaccuracy or breach of any of the covenants, representations



and warranties made by Affiliate in this Agreement. This indemnity shall require Affiliate to provide payment to NHA of costs and expenses as they occur. Affiliate shall promptly notify NHA upon receipt of any Claim and shall grant to NHA the sole conduct of the defense to any Claim. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement. This obligation will survive any revocation, surrender, or other termination of this Agreement.

- 6) **Modification, waiver, and discharge.** No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by NHA and Affiliate, and signed by a board member of NHA. Failure by either party to exercise its rights under this Agreement, or to fail to require strict performance of any part of the Agreement, shall not constitute a waiver of those rights or provisions, which shall remain in full force and effect.
- 7) **Governing law.** All legal questions regarding this Agreement will be determined in accordance with the law of the State of Colorado. Any legal action taken under this Agreement will be brought before a court located within the State of Colorado. Each party consents to the jurisdiction of such courts.
- 8) **Confidential Information.** The parties shall maintain the confidentiality of all of the confidential and proprietary information and data ("Confidential Information") of the other party. The parties also shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of the other party's Confidential Information without such other party's consent. Each party's Confidential Information shall remain the property of that party and shall be considered to be furnished in confidence to the other party when necessary under the terms of this Agreement. Upon any revocation, surrender or other termination of this Agreement, each party shall: (i) deliver immediately to the other party all Confidential Information of the other party, including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof; (ii) make no further use of it; and (iii) make reasonable efforts to ensure that no further use of it is made by either that party or its officers, directors, employees, agents, contractors, or any other person or third party. Each party's confidentiality obligations under this Section shall survive any revocation, surrender or other termination of this Agreement.

This agreement is made this the _____ day of the month of _____, 2015 by:

Affiliate Representative

Affiliate Organization Name

National Hemp Association

Title