



GROVARA

Grovara Broker User Terms Of Service

Last Update: 04/30/2024

This Agreement, effective as of the date of last signature, is between _____ ("Broker") of _____ and Grovara Inc. ("Principal"), located at 312 River Rd, Gladwyne, PA 19035. It is designed to solidify the Broker's participation with the Principal's Relationship Management Tool that securely streamlines the global trade of Consumer Packaged Goods. Both parties agree to keep all interactions and communications with network partners on the platform and to refrain from engaging in deals that circumvent the platform. **All deals will be added to Addendum A of this agreement which will serve as a record of truth for the Platform and Broker.**

By becoming a "Broker" user-type on Principal's technology platform, Broker agrees to adhere to the following comprehensive terms of service:

Platform Engagement and Network Contribution

Principal offers an exclusive sales network and trading platform. The broker, aiming to join this ecosystem, will represent the Principal as a vetted Broker member with rights to promote the Principal's designated brands/products within specified territories or with specific global partners. Brokers may also invite buyers, brands, and fellow brokers to the platform, enhancing the network's breadth and depth.

Technology Utilization and Transparency

Principal's proprietary technology provides real-time deal-flow visibility and management. All partners introduced by the Broker will be meticulously recorded, ensuring full transparency and communication visibility within the network.

Broker Roles, Responsibilities, and Continuous Development

Broker is expected to:

Membership: Maintain a monthly membership of \$49.95 (waived upon achieving \$10,000 in monthly gross sales).

Brand and Buyer Recruitment: Actively invite and onboard new Consumer Packaged Goods Brands and distribution/retail buyers to the platform, with compensation structures detailed below for brands recruited and buyers managed.

Broker Network Expansion: Engage in expanding the broker network, with incentives for each broker successfully recruited and managed within the Grovara ecosystem.

Communication and Account Management: Commit to using the platform for all communications, managing accounts with diligence, and adhering to industry best practices.

Retainer Agreements: Negotiate and manage retainer agreements with brand partners, processed through the platform with transparent compensation protocols.

Broker Teammates

Brokers may create sub-user accounts called “Teammates” to assist with platform relationship management. Brokers are fully responsible for their Teammates' actions.

Continuous Education and Compliance

- **Ongoing Education:** Participate in Grovara-provided training to stay informed on international trade regulations, platform updates, and global trade best practices.
- **Regulatory Compliance:** Ensure all transactions comply with international trade laws, maintaining the legality and integrity of trade processes.

Sustainability and Ethical Trade Practices

- **Sustainability Commitment:** Advocate for and prioritize sustainability within the trade process, supporting environmentally and socially responsible practices.
- **Ethical Trade Practices:** Uphold and promote ethical trade practices, ensuring fairness and transparency within the supply chain.

Technological Adaptability and Feedback

- Technological Evolution: Embrace and adapt to technological advances and updates within the Grovara platform, enhancing trade efficiency and effectiveness.
- Feedback Mechanism: Provide constructive feedback for continuous platform improvement, contributing to a collaborative and responsive trading environment.

Dispute Resolution and Confidentiality

- Enhanced Dispute Resolution: Engage in direct negotiation and mediation before arbitration for any disputes, fostering a collaborative resolution environment.
- Confidentiality: Maintain confidentiality of Principal's proprietary information and trade secrets during and five years post-termination.

Scope, Duration, and Arbitration

This at-will agreement can be terminated by either party at any time. Upon termination, Broker retains access to historical data and dashboards. Any disputes will be resolved through expedited binding arbitration under Pennsylvania law.

Wind-down - Non-Circumvent - Non-Compete

Both parties agree to not-circumvent the platform or each other at any point of this relationship. All work-product created by Broker is property of Grovara. All relationships brought to Grovara are Grovara relationships. There is no additional compensation outside of what is agreed upon in this contract.

Non-Disparagement.

During the term of the Agreement and thereafter, neither Broker nor any affiliated entity, directly or indirectly, may take any action that is intended, or would be reasonably expected, to disparage or harm the reputation or business of Grovara or any of its affiliates, directors, officers, agents, or employees.

This revised agreement, incorporating continuous education, sustainability, ethical practices, and a feedback mechanism, ensures a robust partnership between Brokers

and Grovara, aligned with the latest industry standards and expectations for a dynamic and ethical global trading environment.

Broker Signature: _____ **Date:** _____

[Addendum A: Record of Truth for Platform and Broker]

By signing, both parties commit to upholding the principles and practices outlined, ensuring a transparent, efficient, and ethical trading environment within the Grovara ecosystem.

ADDENDUM A

This document can be changed in writing by both parties on an as needed basis.

Buyers Recruited

- TBD

Brokers Recruited:

- TBD

BRANDS:

TEAM MATES:

- TBD

TERRITORY EXCLUSIVITIES:

Because of the industry, exclusivities with Buyers will be handled on a case by case basis as indicated and agreed by both parties in writing.

- None

Membership Costs

- **Brokers:**
 - \$49.95 per Month per License per Account until \$10,000 Gross Platform Sales Under Management