



Harvest Harmonics Broker Agreement

TERMS OF AGREEMENT

1. **Purpose:** This Agreement sets out the terms and conditions between Harvest Harmonics International Corp. ("HHIC", "Company") and Bangaly DIANE ("the Broker"). HHIC is a leading Agricultural Technology sales and consulting organization in Clearwater, Florida, offering top-quality services and products for farmers and growers ("Customers") in the agriculture industry. The Broker undertakes to find Organizations to purchase or distribute products on behalf of HHIC in accordance with the terms and conditions set out herein in return for a commission.
2. **Responsibilities:** Connecting the Company with Representatives, direct end-users, growers, distributors, Dealers, Non-Governmental Offices, Governments, and any organization ("Organizations") that helps to expand the Company locally and internationally
 - a. A Broker connects the Company with other Organizations that then enter into contracts between the Company and the Organizations to produce sales and expand territories.
 - b. The Broker maintains the relationship with the Organizations contracted and services them as needed. In the event that the servicing of the Organizations ceases and the situation is not cured within 60 days, the commissions related to said Organizations will also cease, and servicing will return to HHIC.
 - c. Know, adhere to, and comply with the *Representative Operating Framework* (below).
3. **Definitions "Customers":** The qualified and acceptable farmers and growers or industry-related partners/associates that become the end-users of HHIC's Products, whether used in relation to activities prior to or after the payment of services, that is, potential customers as in the general public or actual customers as in customers who have made a confirmed payment for HHIC Products.
4. **Rights and Obligations:** It is the sole discretion of HHIC to select and approve Broker's Organizations, and HHIC is under no obligation to provide reasons for its decision. The Broker agrees to comply with and respect HHIC's terms and conditions, policies, and procedures. The rights that the Broker receives under this agreement are non-exclusive. The Broker is entitled to sell the Company's products through their network or other Brokers in the same geographical region or any area or regions selected by the Broker at its own discretion. Neither party is in an employment relationship with the other. Neither party will be liable for performance delays nor non-performance due to causes beyond its reasonable control, except for payment obligations. The Broker is to provide ongoing prospective Organizations or sales to work directly with HHIC.
5. **Compensation:** A two (2%) commission fee will be paid for a period of ten (10) years from the first sale date for any Organization approved by the Company HHIC Corp as an Acceptable User. The broker's fee will be paid at the end of each calendar month within five (5) business days.
6. **Intellectual Property:** The Broker agrees not to violate any rights of media owned by HHIC. HHIC agrees not to violate any rights of media as owned by the Broker. Broker agrees not to make any changes to any content (for example, data, logos, trademarks, information, graphics, photos, etc.) as contained in HHIC's website unless specifically authorized in writing by HHIC. The Broker agrees not to solicit Customers for personal gain outside the scope of this agreement.
7. **Representations and Warranties:** Each party represents and warrants that It has the authority and full power to enter into this Agreement and to execute it. The Company represents and warrants that it will make and keep books, records, and accounts that, in reasonable detail, would reflect the transactions performed by the Broker under this Agreement. The Company will allow the Broker access to these records as needed.



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8. **Confidentiality:** The terms of the contract are confidential.
9. **Cancellation:** HHIC has the right to cancel the Agreement immediately if the Broker does not comply with any of the terms set out in this Agreement. HHIC can also terminate the agreement unilaterally and without reason at any time. In the event the agreement is terminated, each shall fulfill their duty within the scope of this agreement. Compensation will be made for all pending commissions and/or scheduled payments should a termination of this agreement occur based on the circumstances of the termination.
10. **Miscellaneous Governing Law and Jurisdiction:** This Agreement is governed by the laws of the State of Florida, USA. The courts of Florida shall have the jurisdiction to hear disputes arising from this Agreement.
11. **Assignment:** Neither party may transfer any part of this agreement or any of their rights or obligations under this agreement without the prior written consent of the other party.
12. **Waiver of Rights:** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective duly authorized representatives as of the date first written below.

Signed: _____

-Bangaly DIANE

Date: 04/12/2023

For Harvest Harmonics International Corporation

Richard Stein, Director of Dealerships/Brokers HH
USA

Date: 04/21/23



Harvest Harmonics Broker Agreement

Broker Operating Framework

Harvest Harmonics MISSION STATEMENT

Our mission is to create, together with responsible agricultural innovative partners, a civilization with productive and economic growth that reduces poverty, hunger, and climate change and reverts the ecological damage to our water and land. We pledge our commitment to do our best to advance the health and well-being of all mankind and bring about a future where sustainable environments are a fact of life and healthy food and water are available for us all.

Harvest Harmonics GOAL

To support the entire agriculture industry worldwide in restoring good health and longevity to the public by helping farmers produce more natural food through sustainable and regenerative environments that provide great tasting, energetic, high-nutrient-dense products for mankind.

Harvest Harmonics PURPOSES

To help farmers worldwide become prosperous with advanced innovations for growing healthier food for mankind while transitioning from non-sustainable to sustainable and regenerative farming.

To safeguard and sustain the quality of water by the reduction of farming inputs worldwide.

To increase the health of and safeguard the livestock that mankind eats.

To improve and safeguard the ecological system of our planet.

To safeguard the environment from pesticides, herbicides, and excessively taxing chemicals

To increase and sustain our floral plants with increased beautification of our environment.

To reduce carbon and nitrogen emissions that impact climate change.

To create responsible community partnerships to support economic growth and prosperity worldwide.

To increase the health and well-being of mankind worldwide.

Harvest Harmonics POLICIES

- Deliver what we promise.
- Never say anything we cannot prove or document.
- Do not sell our technology to non-qualifying farmers and producers.
- Always maintain friendly relations with the public and the environment.
- Only happy, positive, productive, dedicated, and caring people represent HHIC.
- We are dedicated to our goal and purpose and follow HHIC plans and policy.
- All team members are in alignment and agreement, and disagreements between parties are immediately handled or referred to the HR department if not settled.
- HH operates only on the willingness of individuals in regard to internal personnel and external Representatives, Brokers, Dealers, and Organizations, including vendors, partners, and farmers.
- All team members agree to be trained, apply what they have learned, and expand on their training.
- HHIC will adhere to a strict ethical code related to the laws of the land.
- The organization will operate by the management of statistics, and each staff member is responsible for their production as reflected by their statistics.

Harvest Harmonics IDEAL SCENE

Many local, national, and international Representatives, Dealers, Distributors, and partnership agreements are signed regularly, and everyone is operating towards the purposes, goal, and mission of Harvest Harmonics while earning abundantly.



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Harvest harmonics STATISTICS

1. Dollar Value of contracted broker relationships
2. Number of contracts brokered.
3. Cumulative number of contracts brokered.
4. Number of cumulated acres in production via brokered contracts.

Harvest Harmonics VALUABLE FINAL PRODUCTS

Happy and Productive Organizations coordinated with the Harvest Harmonics goals, purposes, and mission, and sharing in the abundance of prosperity available.

I have studied the Broker Operating Framework and agree to abide by this framework as confirmed by my signature below.

Signed: _____

Date: 04/12/2023

Printed Name: Bangaly Diane