

SHARECROPPER FIELDS PVT. LTD.

Channel Partner Manual



INTRODUCTION & INTENT

1. Introduction & Intent

Sharecropper Fields Pvt. Ltd. (“Sharecropper Fields PVT LTD”) operates a structured agricultural management and land-based investment model and is expanding its operations through a decentralized Channel Partner framework across multiple regions and sectors.

This Manual establishes the framework for appointment, operation, rights, and obligations of Channel Partners under Sharecropper Fields PVT LTD’s expansion model.

Under this structure, Channel Partners act as authorized local representatives of Sharecropper Fields PVT LTD, responsible for developing business opportunities, building local networks, and facilitating market expansion, while operating under the oversight and control of Sharecropper Fields PVT LTD.

This Manual is intended to:

- Define the operational structure of the Channel Partner model
- Establish clear roles, authority, and limitations
- Ensure uniformity in representation, communication, and execution

Protect the interests, brand, and business integrity of
Sharecropper Fields PVT LTD

This Manual shall be binding on all Channel Partners upon onboarding and shall govern all activities undertaken in association with Sharecropper Fields PVT LTD.

Sharecropper Fields PVT LTD reserves the right to amend, modify, or update this Manual at its sole discretion, and such changes shall be binding upon communication.

DEFINITIONS

2. Definitions

For the purposes of this Manual, the following terms shall have the meanings assigned to them below:

2.1 “Company”

Shall mean Sharecropper Fields Pvt. Ltd., including its management, employees, and authorized representatives.

2.2 “Channel Partner”

Shall mean an individual or entity appointed under Sharecropper Fields PVT LTD’s expansion model who operates as a localized business unit, responsible for representing Sharecropper Fields PVT LTD, developing business opportunities, generating leads, and managing local operations in accordance with this Manual.

2.3 “Sales Partner” / “Sub-Partner”

Shall mean any individual engaged, recruited, or managed by the Channel Partner for the purpose of marketing, lead generation, client interaction, and business development.

2.4 “Lead”

Shall mean a prospective customer identified and submitted to Sharecropper Fields PVT LTD through approved channels for the purpose of business engagement.

2.5 “Business Opportunity”

Shall mean a Lead that has been engaged, developed, or qualified by the Channel Partner or their team through preliminary interaction and demonstrated interest.

2.6 “Partner ID”

Shall mean a unique identification assigned by Sharecropper Fields PVT LTD to the Channel Partner for operational, tracking, and system access purposes.

2.7 “Manual”

Shall mean this Channel Partner Manual, including any amendments, updates, or modifications issued by Sharecropper Fields PVT LTD from time to time.

ROLE OF CHANNEL PARTNER

3. Role of Channel Partner

3.1 Authorized Representation

The Channel Partner shall act as an authorized local representative of Sharecropper Fields PVT LTD within their approved area or sector of operation.

3.2 Business Development Responsibility

The Channel Partner shall be responsible for:

Identifying potential customers through local networks and outreach

Developing business opportunities through preliminary engagement and relationship building

Facilitating the flow of such opportunities into Sharecropper Fields PVT LTD's system

3.3 Lead Generation (Mandatory Obligation)

The Channel Partner and their team shall actively generate and submit business opportunities (leads) to Sharecropper Fields PVT LTD through approved channels.

Consistent generation and submission of qualified leads is a fundamental requirement of this role. Failure to maintain such activity may impact the continuation of the partnership.

3.4 Team Development and Management

The Channel Partner shall have the responsibility to:

- Build, recruit, and manage a network of Sales Partners or sub-partners
- Ensure that all such individuals operate in accordance with Sharecropper Fields PVT LTD's policies, systems, and guidelines

The Channel Partner shall remain accountable for the conduct and performance of their team.

3.5 Local Operations and Market Presence

The Channel Partner shall operate as a localized business unit of Sharecropper Fields PVT LTD and shall be responsible for maintaining active market presence, outreach, and engagement within their area or sector.

3.6 Operational Flexibility (Controlled Autonomy)

The Channel Partner may design and implement operational systems, marketing approaches, and engagement strategies suited to their region or sector.

All such systems and methods shall:

- Require prior approval from Sharecropper Fields PVT LTD
- Remain aligned with Sharecropper Fields PVT LTD's policies, brand standards, and business model

3.7 Coordination with Company

The Channel Partner shall work in coordination with Sharecropper Fields PVT LTD for:

- Submission of leads and opportunities
- Client handling and engagement
- Deal progression and closure processes

3.8 Limitation of Authority

The Channel Partner shall not:

- Independently negotiate or finalize any transaction
- Make commitments, representations, or assurances on behalf of Sharecropper Fields PVT LTD without authorization
- Alter or modify any terms, pricing, or structure defined by Sharecropper Fields PVT LTD

RIGHTS & PRIVILEGES OF CHANNEL PARTNER

4. Rights & Privileges of Channel Partner

4.1 Authorized Use of Brand

The Channel Partner shall be permitted to use Sharecropper Fields PVT LTD's name, branding, and affiliation strictly for the purpose of promoting Sharecropper Fields PVT LTD's services within their approved area or sector of operation.

Such usage shall:

Be subject to prior approval of Sharecropper Fields PVT LTD
Adhere to all branding, communication, and representation
guidelines issued by Sharecropper Fields PVT LTD
Not be altered, modified, or misused in any manner

Sharecropper Fields PVT LTD reserves the right to restrict, modify,
or withdraw such usage at its discretion.

4.2 Access to Systems and Tools

The Channel Partner shall be granted access to Sharecropper
Fields PVT LTD's official systems, including but not limited to:

CRM software

Lead management tools

Communication and coordination platforms

Such access shall:

Be limited to authorized business use only

Remain subject to monitoring, control, and revocation by
Sharecropper Fields PVT LTD

4.3 Right to Recruit and Build Team

The Channel Partner shall have the right to recruit Sales Partners
or sub-partners for the purpose of business development and
market expansion.

However:

All recruitment shall require prior approval from Sharecropper
Fields PVT LTD

The Channel Partner shall remain responsible for the conduct
and activities of their recruited team

Sharecropper Fields PVT LTD reserves the right to accept,
reject, or remove any such individual

4.4 Market Representation

The Channel Partner shall have the right to represent Sharecropper Fields PVT LTD within their approved area or sector of operation.

Such representation:

- Does not constitute exclusivity unless expressly granted in writing

- Shall remain subject to Sharecropper Fields PVT LTD's oversight and control

4.5 Operational Flexibility (Controlled)

The Channel Partner may develop localized strategies, systems, or methods for marketing, outreach, and engagement suited to their region or sector.

All such initiatives shall:

- Require prior approval from Sharecropper Fields PVT LTD

- Remain aligned with Sharecropper Fields PVT LTD's policies, business model, and brand standards

5. Obligations of Channel Partner

5.1 Initial Commitment

The Channel Partner shall fulfill the initial commitment as defined by Sharecropper Fields PVT LTD at the time of onboarding and as specified in the executed agreement.

5.2 Infrastructure Requirement

The Channel Partner shall establish and maintain a functional base of operations, including:

- A professional office setup
- A designated management workspace (cabin)
- A client waiting and interaction area

The office shall reflect the professional standards of Sharecropper Fields PVT LTD.

5.3 Communication Infrastructure

The Channel Partner shall:

- Maintain a dedicated communication system, including tele-calling capabilities
- Ensure availability of communication channels required for lead generation and client interaction

All communication shall be aligned with the guidelines and approved messaging of Sharecropper Fields PVT LTD.

5.4 Team Management Responsibility

The Channel Partner shall:

- Manage and supervise their team
- Ensure adherence to Sharecropper Fields PVT LTD's policies, systems, and processes
- Remain fully responsible for the conduct and performance of their team

5.5 Travel & Site Visit Obligation (Mandatory)

The Channel Partner shall be responsible for facilitating travel arrangements for:

- Their team members
- Prospective customers

for the purpose of site visits, meetings, and business-related activities.

5.6 Compliance with Company Systems

The Channel Partner shall:

- Adhere to all systems, processes, and workflows defined by Sharecropper Fields PVT LTD
- Ensure that all leads and opportunities are submitted only through official channels

5.7 Performance Expectations

The Channel Partner is expected to:

- Maintain consistent lead generation
- Ensure active market presence
- Maximize both lead volume and successful conversions

Failure to meet these expectations may result in review or discontinuation of the partnership.

6. Lead & Client Management

6.1 Lead and Opportunity Identification

The Channel Partner and their team shall identify prospective customers and may engage in preliminary interactions to assess interest and develop potential business opportunities.

6.2 Lead Registration

All prospective customers must be submitted to Sharecropper Fields PVT LTD through approved channels in the prescribed format with complete and accurate information.

Incomplete, duplicate, or unverifiable submissions may be rejected at Sharecropper Fields PVT LTD's discretion.

6.3 Lead Acknowledgment

All submitted leads shall be subject to review and acknowledgment by Sharecropper Fields PVT LTD.

Only leads formally accepted and recorded shall be considered valid for further processing.

6.4 Ownership of Leads and Clients

All leads, prospective customers, and resulting business relationships shall remain the sole property of Sharecropper Fields PVT LTD.

The Channel Partner shall be eligible for credit and associated benefits only in respect of leads duly submitted and acknowledged in accordance with this Manual.

6.5 Lead Management & Reassignment Rights

Sharecropper Fields PVT LTD reserves the right, at its sole discretion, to:

- Accept or reject any lead
- Assign or reassign leads or opportunities
- Manage all client interactions and deal progression

Lead reassignment may be undertaken based on factors including but not limited to:

- Nature and profile of the prospective customer
- Suitability of approach required for effective engagement
- Business considerations and likelihood of conversion

Such reassignment shall not be deemed a transfer of ownership, and all leads and clients shall continue to remain the property of Sharecropper Fields PVT LTD.

6.6 Lead Expiry

A lead or opportunity may be marked as inactive or expired by Sharecropper Fields PVT LTD in cases including but not limited to:

- Lack of response or continued engagement
- Indication of disinterest or negative feedback
- Determination that the opportunity is not viable

Upon such determination, Sharecropper Fields PVT LTD may discontinue further processing.

6.7 Conflict Resolution

In the event of any ambiguity or multiple associations concerning a lead or opportunity, the determination made by Sharecropper Fields PVT LTD shall be final and binding.

7. Territory & Representation Authority

7.1 Area of Operation

The Channel Partner shall operate within an area, region, or sector as approved by Sharecropper Fields PVT LTD.

Such approval may be based on:

Geographic location

Industry segment (government, corporate, industrial, etc.)

Business potential and strategic considerations

7.2 Non-Exclusivity

The appointment of the Channel Partner shall be non-exclusive in nature.

Sharecropper Fields PVT LTD reserves the right to:

Appoint additional Channel Partners within the same region or sector

Operate independently or through other representatives in any market

Unless expressly agreed in writing, the Channel Partner shall not claim exclusive rights over any territory, customer segment, or business opportunity.

7.3 Scope of Representation

The Channel Partner is authorized to represent Sharecropper Fields PVT LTD only for:

Promotion of Sharecropper Fields PVT LTD's approved services

Development of business opportunities

Submission of leads and client engagement in accordance with this Manual

7.4 Restriction on Unauthorized Expansion

The Channel Partner shall not:

Expand operations into new territories or sectors without prior approval from Sharecropper Fields PVT LTD

Appoint sub-partners or conduct activities outside their approved area of operation

7.5 Boundary of Authority

The Channel Partner's authority is limited to representation and business development activities as defined under this Manual.

The Channel Partner shall not:

Act as a legal representative of Sharecropper Fields PVT LTD
Establish independent branches or entities under Sharecropper Fields PVT LTD's name
Enter into agreements or commitments beyond the scope of authorization

7.6 Company Oversight and Control

All activities undertaken by the Channel Partner within their area of operation shall remain subject to Sharecropper Fields PVT LTD's oversight, direction, and control.

Sharecropper Fields PVT LTD reserves the right to:

- Modify the area or scope of operation
- Restrict or reassign markets or sectors
- Review performance and operational conduct within the assigned domain

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8. Commission & Payment

8.1 Eligibility for Commission The Channel Partner shall be eligible for commission or associated benefits only in respect of business opportunities (leads) that are:

- Submitted through approved channels
- Acknowledged and recorded by the Company
- Successfully converted into completed transactions

8.2 Condition of Conversion

A transaction shall be considered valid for commission purposes only upon:

- Execution of required agreements with the customer
- Receipt of payment by the Company as per defined terms

8.3 Reference to Annexure – A

The detailed commission structure, including but not limited to:

- Commission rates
- Payment slabs
- Incentives
- Payout timelines
- Applicable conditions

shall be defined separately in a document titled “**Annexure – A**”, which shall form an integral part of this Manual.

The Channel Partner shall refer to Annexure – A for complete details regarding commission and payment terms.

8.4 Binding Nature of Annexure

Annexure – A, as issued and updated by the Company from time to time, shall be binding upon the Channel Partner.

Any amendments to Annexure – A shall become effective upon communication and shall not require modification of this Manual.

8.5 No Entitlement Without Compliance

No commission shall be payable in cases where:

- Leads are not submitted through official channels
- Transactions are not completed as per Company process
- The Channel Partner has acted outside the scope of this Manual

8.6 Adjustment and Reversal

The Company reserves the right to:

- Adjust
- Withhold
- Reverse

any commission in cases of:

- Cancellation
- Refund
- Dispute
- Non-compliance

8.7 Final Authority All decisions regarding commission eligibility, calculation, adjustment, or dispute shall be at the sole discretion of the Company and shall be final and binding.

9. Code of Conduct

9.1 Professional Representation

The Channel Partner shall represent Sharecropper Fields PVT LTD with honesty, professionalism, and integrity in all interactions with prospective customers, clients, and stakeholders.

9.2 Accuracy of Information

The Channel Partner shall ensure that all information communicated regarding Sharecropper Fields PVT LTD's services, model, or offerings is: Accurate, Approved by Sharecropper Fields PVT LTD and Free from exaggeration or misrepresentation.

9.3 No False Commitments

The Channel Partner shall not:

Make any guarantees, assurances, or commitments regarding returns, outcomes, or performance

Promise any terms or benefits not explicitly approved by Sharecropper Fields PVT LTD

9.4 Ethical Conduct

The Channel Partner shall:

Act in good faith and in the best interest of Sharecropper Fields PVT LTD and its clients

Avoid any deceptive, coercive, or unethical practices in business dealings

9.5 Confidentiality

The Channel Partner shall maintain strict confidentiality of:

Client information

Company data, systems, and processes

Such information shall not be disclosed to any unauthorized party under any circumstances.

9.6 Brand Protection

The Channel Partner shall:

Uphold the reputation and goodwill of Sharecropper Fields PVT LTD

Ensure that all actions, communication, and conduct reflect positively on Sharecropper Fields PVT LTD

9.7 Compliance with Policies

The Channel Partner shall adhere to:

- All Company guidelines
- Operational procedures
- Applicable legal and regulatory requirements

10. Prohibited Activities

The Channel Partner shall not engage in any of the following activities under any circumstances:

10.1 Misrepresentation

- Providing false, misleading, or exaggerated information regarding Sharecropper Fields PVT LTD's services, business model, or outcomes
- Misstating facts, benefits, or terms to influence prospective customers

10.2 Unauthorized Commitments

- Making any promises, guarantees, or assurances not explicitly approved by Sharecropper Fields PVT LTD
- Committing to pricing, terms, or conditions outside Sharecropper Fields PVT LTD's defined structure

10.3 Independent Deal Handling

- Negotiating, finalizing, or executing transactions independently
- Entering into agreements on behalf of Sharecropper Fields PVT LTD without authorization

10.4 Unauthorized Financial Handling

Collecting, receiving, or handling payments in personal accounts or through unauthorized channels

Representing themselves as authorized to receive funds on behalf of Sharecropper Fields PVT LTD

10.5 Misuse of Company Identity

Using Sharecropper Fields PVT LTD's name, branding, or affiliation for purposes not approved by Sharecropper Fields PVT LTD

Creating unauthorized materials, communications, or representations under Sharecropper Fields PVT LTD's identity

10.6 Unauthorized Expansion or Sub-Delegation

Appointing sub-partners or representatives without prior approval

Expanding operations beyond the approved area or scope

10.7 Data Misuse and Confidentiality Breach

Sharing, selling, or misusing client data or Company information
Using Company systems or data for personal or competing interests

10.8 Conflict of Interest

Engaging in activities that directly compete with or undermine Sharecropper Fields PVT LTD's business

Promoting competing models, services, or offerings while representing Sharecropper Fields PVT LTD

11. Communication & Reporting

11.1 Reporting to Company

The Channel Partner shall maintain regular communication with Sharecropper Fields PVT LTD and provide updates on:

- Lead generation and submission
- Business development activities
- Status of ongoing opportunities
- Market feedback and insights

11.2 Use of Official Systems

The Channel Partner shall:

- Use Sharecropper Fields PVT LTD's CRM and designated systems for all lead registration, tracking, and communication
- Ensure that all business activities are recorded through official channels

No business activity shall be considered valid unless recorded in Sharecropper Fields PVT LTD's systems.

11.3 Coordination with Company Team

The Channel Partner shall coordinate with Sharecropper Fields PVT LTD's authorized representatives for:

- Lead handling and client engagement
- Scheduling of meetings and site visits
- Progression and closure of transactions

11.4 Internal Team Reporting

The Channel Partner shall ensure that all Sales Partners or sub-partners:

- Report through defined internal structures

- Follow Sharecropper Fields PVT LTD's communication and reporting protocols

The Channel Partner shall be responsible for consolidating and managing such reporting.

11.5 Accuracy of Reporting

All information shared with Sharecropper Fields PVT LTD shall be:

- Accurate

- Timely

- Complete

Any misreporting or withholding of information may result in corrective action or review of the partnership.

11.6 Communication Discipline

The Channel Partner shall:

- Maintain professional and structured communication with Sharecropper Fields PVT LTD

- Avoid informal, inconsistent, or unrecorded communication for business-critical matters

12. Liability & Limitation of Authority

12.1 Independent Status

The Channel Partner shall act as an independent contractor and not as an employee, agent, joint venture partner, or legal representative of Sharecropper Fields PVT LTD.

Nothing contained in this Manual shall be deemed to create any relationship of employment, partnership, or agency between Sharecropper Fields PVT LTD and the Channel Partner.

12.2 No Legal Authority

The Channel Partner shall have no authority to:

- Enter into agreements on behalf of Sharecropper Fields PVT LTD
- Create legal obligations binding on Sharecropper Fields PVT LTD
- Represent themselves as having decision-making authority beyond the scope defined in this Manual

12.3 Limitation of Company Liability

Sharecropper Fields PVT LTD shall not be liable for:

- Any unauthorized commitments, representations, or assurances made by the Channel Partner
- Any actions undertaken by the Channel Partner outside the scope of this Manual
- Any loss, damage, or dispute arising from misconduct, negligence, or misrepresentation by the Channel Partner

12.4 Responsibility for Actions

The Channel Partner shall be solely responsible for:

- Their actions and conduct

- The actions of their recruited Sales Partners or sub-partners

Any consequences arising from such actions shall be borne by the Channel Partner.

12.5 No Financial or Employment Claims

The Channel Partner shall not be entitled to:

- Any salary, employment benefits, or compensation beyond the commission or benefits defined by Sharecropper Fields PVT LTD

- Any claim of employment status or associated rights

12.6 Indemnity

The Channel Partner agrees to indemnify and hold harmless Sharecropper Fields PVT LTD from and against any claims, losses, damages, liabilities, or expenses arising out of:

- Breach of this Manual

- Misconduct or negligence

- Unauthorized acts or representations

13. Termination & Exit

13.1 Grounds for Termination

Sharecropper Fields PVT LTD reserves the right to terminate or discontinue the Channel Partner's engagement in cases including but not limited to:

Violation of any provision of this Manual
Misrepresentation, misconduct, or unethical behavior
Non-compliance with Company policies, systems, or processes
Failure to maintain required operational activity or performance
Breach of confidentiality or misuse of Company data

13.2 Immediate Termination

Sharecropper Fields PVT LTD may terminate the partnership with immediate effect, without prior notice, in cases of serious violations including:

Fraud, misrepresentation, or unauthorized commitments
Unauthorized handling of funds
Activities causing reputational or financial damage to
Sharecropper Fields PVT LTD

13.3 Termination by Channel Partner ★★ ★

The Channel Partner may choose to discontinue the partnership by providing written notice to Sharecropper Fields PVT LTD, subject to completion of any ongoing obligations and formal closure requirements.

13.4 Effect of Termination

Upon termination:

All rights to use Sharecropper Fields PVT LTD's name, brand, systems, and resources shall cease immediately
The Channel Partner shall discontinue all representation of Sharecropper Fields PVT LTD
Access to Company systems, including CRM and communication tools, shall be revoked

13.5 Settlement of Dues

Any pending commissions or payments shall be:

Subject to verification and Company policies

Released only for valid and completed transactions

Adjusted for any applicable deductions, reversals, or liabilities

13.6 Post-Termination Restrictions

The Channel Partner shall:

Not represent themselves as associated with Sharecropper Fields PVT LTD

Not use Sharecropper Fields PVT LTD's brand, materials, or data in any form ★★

Return or delete all Company-related information, systems access, and materials ★★★

14. Amendments & Governing Law

14.1 Right to Amend

Sharecropper Fields PVT LTD reserves the right to modify, amend, update, or revise any provision of this Manual at its sole discretion.

Such amendments shall become binding upon the Channel Partner from the date of communication or notification by Sharecropper Fields PVT LTD.

14.2 Obligation to Stay Updated

The Channel Partner shall be responsible for:

Reviewing updates or revisions communicated by Sharecropper Fields PVT LTD

Ensuring continued compliance with the latest version of the Manual

Failure to adhere to updated provisions may be treated as non-compliance.

14.3 Governing Law

This Manual and all matters arising out of or in connection with it shall be governed by and construed in accordance with the laws of India.

14.4 Jurisdiction

Any disputes arising out of or in relation to this Manual shall be subject to the exclusive jurisdiction of the courts as determined by Sharecropper Fields PVT LTD.

15. Declaration & Acceptance

The Channel Partner hereby acknowledges that they have read, understood, and agreed to all the terms, conditions, roles, responsibilities, and provisions set forth in this Channel Partner Manual.

The Channel Partner further confirms that:

They shall abide by all guidelines, policies, and processes defined by Sharecropper Fields PVT LTD

They shall ensure compliance by any Sales Partners or sub-partners engaged under them They accept that this Manual, along with any executed agreement, shall be binding in nature

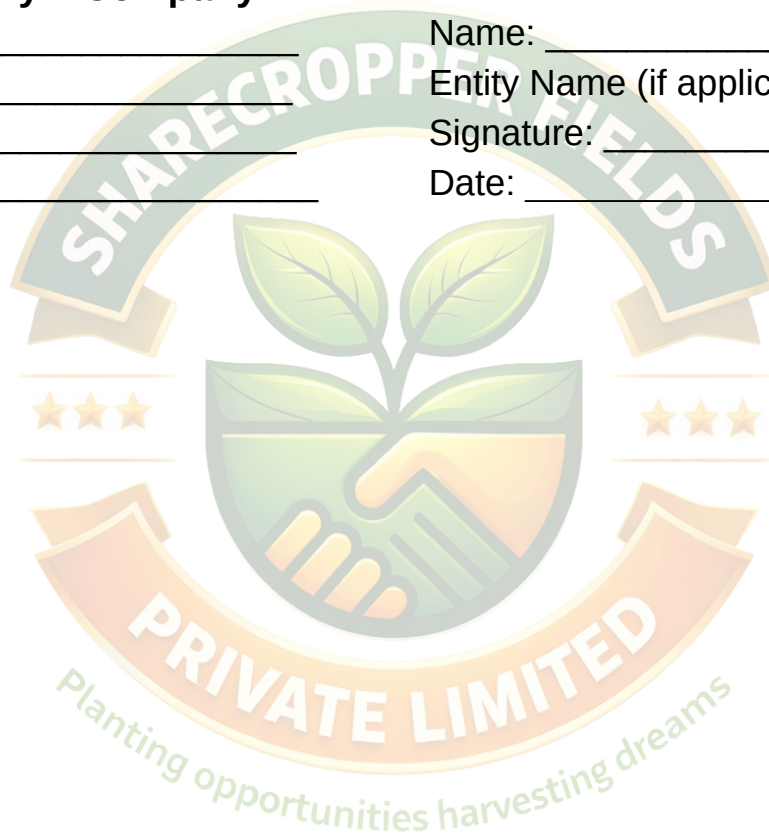
The Channel Partner understands that failure to comply with the provisions of this Manual may result in corrective action, suspension, or termination of the partnership at the discretion of Sharecropper Fields PVT LTD.

Authorized Signatory – Company

Name: _____
Designation: _____
Signature: _____
Date: _____

Channel Partner

Name: _____
Entity Name (if applicable): _____
Signature: _____
Date: _____



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