

BON + BERG BRAND AMBASSADOR AGREEMENT

This Agreement contains the legally binding terms that govern your participation in the Bon + Berg Ambassador Program (hereafter referred to as 'the Program').

The Program is owned and operated by Bon + Berg.

Before applying to or participating in the Program, you must read and understand this Agreement. If you do not agree with or understand any part of this Agreement, our Terms and Conditions, and our Privacy Policy, please do not participate in the Program.

BRAND AMBASSADOR

You certify to Bon+Berg that you are an individual (not an organisation or a company) at least 18 years of age.

You assume full responsibility for the selection and use of the Program. You acknowledge and agree that participating in the Program does not create an employment, partnership, or joint venture relationship between you and Bon + Berg.

The Brand Ambassador is an independent contractor and not an employee.

As a Brand Ambassador, you are expected to act honestly, comply with European Commission Guidelines, and adhere to all applicable laws.

By participating in the Program, you agree that you are not subject to trade or economic sanctions and will not promote Bon + Berg to customers in sanctioned countries or territories, including lists maintained by the European Union Commission or Her Majesty's Treasury of the United Kingdom.

You agree that you will not promote Bon + Berg in and/or to the customers from countries or territories that are the target of comprehensive embargoes or sanctions or parties on the sanctions-related lists referenced above.

This Agreement is void where prohibited by law, and the right to access the Program is revoked in such jurisdictions. You understand and agree that the arrangement is not deemed to create an employment, partnership, or joint venture between Bon + Berg and any Brand Ambassador.

APPLICATION AND TESTING ROUND

To enjoy the benefits of the Program, you must fill out the application form available at our Brand Ambassador landing page and submit the form to be considered for our Brand Ambassador Programme.

After you have submitted the form, Bon + Berg will review your application and decide whether you will be accepted to the testing round.

If selected, you will receive free products to create Content for us or promote us via the social media account filled in by you in the Brand Ambassador application form submitted by you on bonandberg.com.

You are required to use for the promotion the account mentioned in the submitted Brand Ambassador application form.

If selected, you must complete the required documents and include your personal information.

Important note: Bon + Berg does not cover the shipping cost of the free products sent to you. The shipping cost is to be covered by you.

REQUIREMENTS

Eligibility: To participate in Bon + Berg's Ambassador Program, the Brand Ambassador must be over the age of 18.

Content Creation: The Brand Ambassador is expected to create and/or promote content relevant to Bon + Berg's brand and products. This includes but is not limited to product reviews, tutorials, lifestyle photos, and any other type of content that aligns with the brand's image and messaging (hereafter, 'Content').

Marketing Feedback: The Brand Ambassador should provide feedback to Bon + Berg on the effectiveness of marketing campaigns and product promotion efforts. This can include filling out a survey, submitting a report, or any other method specified by Bon + Berg. The Brand Ambassador is expected to provide constructive feedback that can help improve the Bon + Berg's marketing strategies.

Education and Training: Bon + Berg may provide ongoing education and training to Brand Ambassadors to keep them updated on new product developments or changes to marketing strategies. This training can help Brand Ambassadors improve their ability to promote the brand and its products.

Compliance: The Brand Ambassador must comply with all applicable laws, including those related to marketing and advertising. They must also comply with Bon + Berg's Terms and Conditions according to the latest version published on bonandberg.com. This includes disclosing their relationship with Bon + Berg to their audience following applicable European Commission Guidelines.

Representation: The Brand Ambassador is expected to positively represent Bon + Berg and refrain from engaging in any activity that could damage the reputation or goodwill of Bon + Berg.

Non-Compliance: If the Brand Ambassador fails to comply with any of these requirements, Bon + Berg reserves the right to terminate their participation in the Program and pursue any legal remedies available to it.

Program Termination: Bon + Berg also reserves the right to terminate the Ambassador Program if the brand's expectations and the scope of the Program are not met. In this case, Bon + Berg will provide notice to the Brand Ambassador in writing or digitally.

By including these specific guidelines and expectations, the Ambassador Agreement can ensure that both parties understand their roles and responsibilities. This can help prevent misunderstandings and potential legal issues down the line.

BENEFITS

Selected Brand Ambassadors may receive the following benefits from Bon + Berg:

- Exclusive access to new and upcoming products before their public release.
- The opportunity to collaborate with Bon + Berg on product development (subject to NDA agreement) and provide feedback on existing products.
- Invitations to special events, such as product launches.
- Offer of selected products for events organised by the Brand Ambassador or events in which they participate (e.g., fashion shows, photoshoots) to promote or create content for Bon + Berg.
- A personalised discount code linked to their account, applicable to selected products.
- Occasional personalised discount codes to share with friends, family, and followers for a percentage off Bon + Berg.
- Commission on sales made through their personalised discount code or referral link, paid as store credit linked to their Brand Ambassador account on bonandberg.com.
- The chance to be featured on Bon + Berg's social media accounts or website, as well as via our partner's media.
- Education and training on the benefits and uses of Bon + Berg products.

Bon + Berg reserves the right to decide on and inform the selected Brand Ambassadors about what, how often, and how many benefits they will receive while participating in the Program.

The benefits are provided to Brand Ambassadors in exchange for promoting Bon + Berg products on their social media accounts and creating content for Bon + Berg account, website, or other media (analog or digital).

Bon + Berg reserves the right to unilaterally change and increase or limit the benefits that Brand Ambassadors receive, taking into account commercially reasonable attempts.

BRAND AMBASSADOR'S DUTIES

Promotional Content Requirements:

- Upon receiving Bon + Berg products as part of the Program, the Brand Ambassador must create and post at least two promotional Instagram posts/reels and 2 Instagram stories for all benefits and/or products received from Bon + Berg.
- The quality of the content will be assessed based on originality, creativity, visual appeal, and engagement.
- Brand Ambassadors who create high-quality content may be eligible for rewards such as increased commissions, exclusive access to new products, or personalised discounts.

Content Guidelines:

- Images or videos should be clear and well-lit and highlight the products' features and benefits.
- Busy backgrounds should be avoided, and images should be taken in daytime or studio lighting conditions to avoid harsh shadows.
- If used, the Bon + Berg logo cannot be altered or changed.
- After posting the initial promotional Instagram posts and Instagram stories, Bon + Berg will mutually agree with the Brand Ambassador on the content they must prepare for further participation in the Program. Brand Ambassadors must follow all instructions or requests from Bon + Berg before any new product is sent to the Brand Ambassador.

Responsibilities:

- The Brand Ambassador is solely responsible for the activity that occurs on their account, and they must keep their account password secure.
- The Brand Ambassador must notify Bon + Berg immediately of any security breach or unauthorised use of their account.
- Upon notice from Bon + Berg, the Brand Ambassador must remove all references to Bon + Berg, including but not limited to its name, logo, or any other identifying material.
- Bon + Berg reserves the right to change, limit, decrease, or increase the benefits that Brand Ambassadors receive while participating in the Program, as well as to cancel the Program at any time without stating a reason.
- The Brand Ambassador acknowledges that benefits are offered in exchange for product promotion and content creation for the Bon + Berg account, website, or other media (analog or digital).

CONTENT AND RESTRICTIONS

Content that you post, submit, upload, display, send, or use using our Program and services is your responsibility. By participating in the Program, you confirm that you have all

necessary rights to the Content and that you're not infringing or violating any third party's rights by posting or using it.

We expect the Content created by the Brand Ambassador to be a truthful and creative representation of Bon + Berg products that, depending on the purpose of the Content, educates followers and/or increases their curiosity about Bon + Berg.

We respect the Brand Ambassador's creative freedom to create Content that inspires their audience.

By participating in the Program and creating the Content, you agree that Bon + Berg can use the Content on the Site, social media accounts, blog, or in its marketing activities, and grants a worldwide, royalty-free, perpetual, non-exclusive right and licence to copy, distribute, and display the Content in any media including posting in an online gallery, the publication(s), and various marketing materials, with the right to use, copy, modify, edit, and create derivative works therefrom. You also agree to execute documents confirming such rights and licences at Bon + Berg's request.

To ensure that the Content aligns with our brand's values and messaging, we ask that you follow our visual guidelines when creating your Content. While we encourage creativity, the following practices are strictly prohibited:

- Use of any illegal method of advertising to promote Bon + Berg products.
- Display the Content in any way that disparages or creates a derogatory or harmful image of Bon + Berg.
- Make any false or misleading representations relating to Bon + Berg, or engage in any other practices that could harm the reputation of Bon +Berg.
- Display any Content that contains or promotes (a) illegal activities or (b) Content that is misleading, violent, deceptive, or violates any third party intellectual property, privacy, or other rights of any kind.

You are solely responsible for following all EU and local laws, regulations, and rules regarding advertising claims.

TERM AND TERMINATIONS

This Agreement becomes effective upon Bon + Berg's acceptance of your application and Brand Ambassador's confirmation of participation in the Programme.

Either party can terminate this Agreement at any time, with or without cause.

Upon termination by Bon + Berg, all rights or licences granted under this Agreement to the Brand Ambassador immediately terminate.

The Brand Ambassador must remove all links to the Site and all Bon + Berg logos and other materials provided in connection with the Program.

Bon + Berg may delete unconfirmed or inactive accounts.

If the Brand Ambassador violates any applicable law or this Agreement, it will be terminated immediately, and any benefits assigned and received may be recalled or forfeited, and the Brand Ambassador's account will be immediately terminated.

GENERAL

- This Agreement does not create any agency, partnership, joint venture, employee-employer, franchisor-franchisee relationship, or any other similar relationship.
- If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- Any dispute or claim arising out of or related to this Agreement is governed by the procedures set forth in the Bon + Berg Terms and Conditions published on bonandberg.com.
- Bon + Berg reserves the right to change, modify, suspend, assign, or discontinue this Agreement and Program at any time without liability.
- The Brand Ambassador is responsible for reviewing and becoming familiar with any modifications, and their use of the Program following any such changes constitutes their acceptance of the modified terms.
- Headings are for reference purposes only and do not limit the scope or extent of any section.
- Bon + Berg's failure to act with respect to a breach by the Brand Ambassador or others does not waive its right to act with respect to subsequent or similar breaches.
- Bon + Berg does not guarantee that it will take action against all breaches of this Agreement.
- The Brand Ambassador waives any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records to the extent not prohibited under applicable law.
- Bon + Berg makes no express or implied warranties or representations with respect to the Program or this Agreement, or any products or services sold by Bon + Berg. In addition, Bon + Berg makes no representation that the operation of the Site will be uninterrupted or error-free, and it will not be liable for the consequences of any interruptions or errors.
- The Brand Ambassador agrees to defend, indemnify, and hold Bon + Berg harmless from any violations of laws and regulations, including but not limited to intellectual property rights and customers' privacy rights.

- This Agreement is governed and interpreted in accordance with the English language, regardless of any translations made for any purpose whatsoever.