

# NiuTat Brand Ambassador Terms & Conditions

Thanks for considering our Brand Ambassador program! Our company is dedicated to providing the best organic and natural pre and post tattoo care. Because we don't know every one of our ambassadors personally, we've created some terms to set everybody's expectations.

When we say "Company", "we", "our", or "us" in this document, we are referring to **NiuTat, LLC**, a Delaware limited liability company.

When we say "Services", we mean any product created and maintained by the Company.

When we say "Ambassador" or "you" in this document, we are referring to you, the ambassador.

These terms may be updated at any time in the future. We will update you via email.

Please read this document in its entirety before accepting to become a brand ambassador of the Company.

## Eligibility

To become an ambassador of the Company, **you must**:

- Be 18 years of age or older;
- Read, understand, and agree to these terms;
- Be in good standing with the Federal Trade Commission (FTC) ; and
- Own your social media accounts.

## Engagement

As a brand ambassador of the company **you agree to**:

- Create, post, and share content that promotes the Company's services;
- Promote your unique promo code to increase sales for the Company;
- Collaborate with other ambassadors when requested;
- Occasionally attend events, if requested by the Company; and
- Follow all FTC guidelines.

## Restrictions

As a brand ambassador **you agree not to**:

- Make any guarantees, representations, or warranties on behalf of the Company, other than the ones provided in the marketing material;
- Spam or promote the Company in a way that violates any laws or regulations;

- Promote the Company in any sexually explicit, violent, political, discriminatory, unlawful, threatening, illegal, or otherwise objectionable content - subject to the sole direction of the Company;
- Use the Company's brand, image, or likeness on your own website, creating customer confusion without the written consent of the Company;
- Run any paid advertising with your promotional codes;
- Engage in any fraudulent activity that would artificially affect any social media metrics such as, but not limited to, likes, follows, shares, and views;
- Create multiple ambassador accounts or use more than one promo code; and
- Misrepresent or modify the price of the Company's services.

The Company reserves the right to request removal or modification of any Ambassador content in its sole discretion.

## **Disclosure**

The Ambassador agrees to disclose the material connection between them and the Company.

The Ambassador may use text such as “#ambassador”, “#sponsored”, or similar to disclose this relationship.

The disclosure should be clear and follow all guidelines by the Federal Trade Commission (FTC).

## **Compensation**

The Ambassador will be paid 20% of every sale generated through their promo code. Payment shall be made quarterly to the Ambassador.

This percentage is subject to change by the Company at any time. Any product returns that used the Ambassador's promo code shall be subtracted from the commission.

## **Independent Contractor**

Ambassador's status under this Agreement is that of an independent contractor and not an employee or agent of the Company. Ambassador will discharge any and all obligations imposed upon Ambassador by any federal, state or local law, regulation or order, including but not limited to taxes, unemployment compensation and the filing of all returns and reports required of Ambassador and the payment of all assignments, taxes, contributions and other sums required of Ambassador.

## **Intellectual Property Rights**

**Ambassador content:**

The Ambassador grants the Company a worldwide, irrevocable, sub-licensable, non-exclusive license to use the content the Ambassador creates to promote the Company's services, in any manner, in whole or in part, in perpetuity. This includes, but is not limited to, social media, advertising, publications, marketing material, or any other form of media.

**The Company content:**

The Company grants the ambassador a non-exclusive, non-transferable, revocable, limited license to use the Company's name, logo, slogans, promo codes, likeness, and other advertising material solely for the purpose of this Ambassador Agreement. The Company retains all rights to their content.

## **Term & Termination**

The term shall commence on the date of this Agreement and continue until all Services are completed or are terminated according to this section.

The Company may terminate the relationship with the ambassador at any time for any reason with or without cause.

The Ambassador may terminate the relationship with the Company with 30-day's written notice.

## **Non-Compete**

While an Ambassador of the Company, the ambassador may not promote or advertise competing tattoo care products.

## **Liability Limitations**

You expressly agree and understand that the Company shall not be liable to you or any third party for any direct, indirect, consequential or any other damages including, but not limited to, damages for loss of profit, goodwill, or other intangible losses resulting from the ambassador program.

## **Indemnification**

Ambassador will indemnify, defend and hold Company and Company's respective agents and licensees harmless from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of any copyright infringement by Ambassador's Services, or any material breach by Ambassador of any representation, warranty or agreement made by Ambassador hereunder or arising out of Ambassador acts or omissions.

Company agrees to defend, indemnify and to hold Ambassador harmless from and against all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees),

resulting from any claims, proceedings or actions (collectively, "Claims") arising out of Company's acts or omission or Company's use of the Services hereunder, except to the extent said claims or actions result from Ambassador's material breach hereunder.

## **Confidentiality**

Both parties agree to keep the terms of this Agreement confidential including, without limitation, the compensation paid to the Ambassador and both parties shall not disclose any such terms without our prior written permission. It is understood, however, that Ambassador or Company may disclose the terms of this Agreement to either party's agent, manager, accountant, and/or attorney, when appropriate.

## **Governing Law**

This Agreement shall be construed in accordance with the laws of Delaware and represents the entire understanding between both parties regarding Ambassador's services and supersedes all prior agreements. No waiver, modification or addition to this Agreement shall be valid unless in writing and signed by the parties to this Agreement.