

BRAND AMBASSADOR AGREEMENT

Mutts and Mittens, a registered trademark of Mutts and Mittens Wholesale, LLC, actively supports the advertising and promotion of its products by selected and respected members of the pet community. This agreement outlines the terms and conditions of your relationship with Mutts and Mittens as a United States based Brand Ambassador.

By applying to become a Brand Ambassador for Mutts and Mittens, you agree to the following terms:

1. Endorsed Products: Endorsed products are products sold under the Mutts and Mittens brand name.
2. Ambassador Requirements: Your requirements as a Brand Ambassador are outlined in the Ambassador Requirements section that was presented to you in your online application and is hereby incorporated into this agreement by reference.

Requirements include:

- ♥ Have an active, public social media account for you and/or your pet with at least 100 followers;
- ♥ Approved social media sites include but not limited to Facebook, Twitter, Pinterest, Snapchat, Instagram, Vine, Tumblr and YouTube;
- ♥ Must be at least 18 years of age;
- ♥ Must be based in the United States;
- ♥ Drive at least one sale per 90 day period that results in commission. Ambassadors personal purchases do not apply.

Ambassadors who do not follow the requirements may be subject to termination, suspension and/or the rescinding of all store credit.

3. Contract Territory: You will be a United States based Brand Ambassador, the territory for a U.S. Brand Ambassador shall be within the United States exclusively and all U.S. territories.

4. Promotion of Endorsed Products: You agree to use your best efforts to promote the Endorsed Products in a manner consistent with its authorized use and as outlined on product labels. Approved channels for promotion include 1) your own website or blog; 2) emails to friends and family (no spam); and 3) Approved Social Media Sites as listed above.

5. Prohibited Content: Ambassador agrees that they will not post content on any platform, as determined by Mutts and Mittens in its sole discretion, that:

- ♥ is pornographic, sexually explicit or suggestive, or contains profanity or nudity;
- ♥ is unnecessarily violent or derogatory towards any ethnic, racial, gender, religious, professional or age group;
- ♥ promotes distribution or use of alcohol, illegal drugs, tobacco and firearms/weapons;
- ♥ promotes any activities that may appear unsafe or dangerous;
- ♥ is obscene or offensive, or endorses any form of hate or hate group;
- ♥ defames, misrepresents or contains disparaging remarks about other people or entities;
- ♥ communicates messages or images inconsistent with the positive images and/or good will with which Mutts and Mittens wishes to associate;
- ♥ violates any State or Federal law.

6. Indemnification: You agree to hold Mutts and Mittens, its officers, agents, assignees and employees harmless for any liability from any injury or damage arising from the use or promotion of any Endorsed Product.

7. Relationship: The Ambassador is an independent contractor; this agreement shall not be construed as creating an employer/employee relationship. The Ambassador is responsible for their own taxes.

8. Confidentiality/Use: Occasionally we may share information with you that is confidential in nature, such information will be identified as confidential and you are expected to maintain this information in the strictest confidence. Any disclosure of confidential information will terminate this agreement and may result in legal action.

9. Intellectual Property: Ambassador acknowledges and hereby agrees to grant Mutts and Mittens the unlimited and unencumbered use of all work product developed by Ambassador in conjunction with the performance of services for Mutts and Mittens. Work product includes but is not limited to all social media posts, pictures, images, videos, recordings, taglines, hashtags, posts, commentary, and designs.

a. Except where prohibited by law or regulation, Ambassador grants Mutts and Mittens and its successors, assigns, licensees and designees permission to use Ambassador's name, Social Media Platform account name, photograph (including, but not limited to, Social Media Platform account profile photo), voice and/or other likeness, in all media now known or hereafter discovered (including, without limitation, on Mutts and Mittens websites and via Mutts and Mittens Social Media Platform accounts), worldwide in perpetuity, for any purpose without additional compensation, consideration, notification or consent.

b. Ambassador is not authorized to use any copyrighted content from any other companies to promote the Mutts and Mittens brand.

Mutts and Mittens will not be responsible for any disputes involving the unauthorized use of any other company's intellectual property.

10. Term and Termination: The effective date of this agreement is April 17, 2020. The term of this agreement is one (1) year from the effective date. This agreement will automatically renew at the end of each term for successive one (1) year terms unless either party gives the other written notice of termination at least 30 days prior to the end of the relevant term. Either party may terminate this agreement at any time, with or without cause.

11. Governing Law: This Agreement shall be construed in accordance with the laws of the State of Florida. In the event that arbitration is unsuccessful, you agree to submit to venue and personal jurisdiction in any state or federal court sitting in the County of Pasco, State of Florida in any action or proceeding arising out of or related, directly or indirectly, to this agreement.

12. Commission Credit: As an Ambassador, you earn a standard commission rate of 30% for all Net Sales that you directly drive through your marketing efforts. Net Sales are defined as sales excluding any discounts, shipping, store credit, refunds, or taxes. Commissions are paid in the form of 15% is monetary compensation via PayPal and 15% in store credit valid for use at www.muttsandmittens.com.

Ambassadors will receive new product quarterly to review/promote pending a minimum \$200 in product sales per 90-day period. Product will be size and species appropriate.

To receive credit for a purchase, the customer must have used your unique discount code during checkout at www.muttsandmittens.com. You cannot receive commission on your own orders. Any Ambassador found to have committed commission fraud will be immediately removed from the Ambassador Program.

We reserve the right to reverse commissions due to returns, order cancellations and erroneous order duplications. We also reserve the right to defer or refuse commissions for disputed orders or orders we reject and cannot fulfill at our sole discretion.

Monetary compensations and store credit will be issued at the end of the month for the previous month. For example, commissions earned in March will be paid out at the end of April. The minimum payout amount each month is \$5.

13. PayPal: All commissions will be paid out monthly at the end of the next calendar month through PayPal. All ambassadors must sign up for a PayPal account in order to receive their commissions. All commissions paid out through PayPal that are not claimed within 30 days will be automatically forfeited.

14. Modification: We may change the terms and conditions of this Agreement in the future. Unless this Agreement or applicable law specifies otherwise, we will give you thirty (30) days prior notice of any significant change to this Agreement. If you find the change unacceptable, you have the right to terminate the Agreement. However, if you continue to receive the benefits of the Agreement after the end of the notice period of the change, you will be considered to have accepted the changes. You may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose.

15. Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether written or oral, between the parties.

Brand Ambassador:

PRINT NAME

SIGNATURE

Date: _____

Mutts and Mittens Representative:

PRINT NAME

SIGNATURE

Date: _____