



# Brand Ambassador Agreement – Terms and Conditions

## Overview

The Company, HugeHounds, is engaged in the manufacture and sale of Large Dog accessories, lifestyle products specifically made for the large dog breed. The Brand Ambassador is a recognized personality and in a position of influence to provide social media promotion, conduct reviews and advocate for the HugeHounds mission of supporting and saving Big Dogs (The Huge Hounds).

The Parties agree and acknowledge that the Brand Ambassador enters into this agreement as an independent promotional volunteer and is not an employee or associated with the company other than as Ambassador. The Ambassador shall perform promotional services in connection with Company through the Company's social media channels, their personal and business social media channels including but not limited to Twitter, Facebook, Instagram, Youtube, Pinterest, TikTok, among others. Brand Ambassador will post a minimum of two (2) content items on the Social Media Platforms each calendar month during the term of this Agreement and will earn points that can be used to purchase goods through the company tier rewards program. The posted content items will include any of the following:

1. Photograph of a Product with a Large Dog
2. Blog post or article relating to a large dog needs/issues - reference to Hugehounds in post
3. Video posts related to Big Dogs and Hugehounds Products.
4. Written or video reviews of products
5. Unveiling/opening of box ceremony of Hugehounds items - Video or written
6. Demonstration videos/ How to Videos pertaining to hugehounds
7. Contests

All posts must contain the hashtag @Hugehounds and #HugeHounds.

## How to submit a post:

Prior to all posts being submitted they must be approved by Hugehounds Marketing Director Abby@hugehounds.com. Simply email her your post, blog, video etc and let her know where you will be posting it. She will then approve your post and allocate your points in the rewards program accordingly.

## Compensation Agreement

As full compensation and consideration for the full and complete performance of all the work and other obligations under this agreement the Brand Ambassador understands and acknowledges that the sole compensation for the services described in this Agreement is based on a tiered point reward system and that no additional compensation will be granted. Each promotional action of the Ambassador will be rewarded a point that can later be cashed in for prizes. The compensation described in Exhibit A may be modified by Hugehounds from time to time in its sole discretion, provided that any such modification will be on a go-forward basis from the effective date of any such change. Hugehounds will provide Brand Ambassador with 30 days notice of any such change.

## How the Tier Reward System works:

Agreement and all costs, the parties affirm that Company shall pay the Ambassador based on the tier rewards program outlined in the Exhibit. All compensation will be determined based on a point system and rewarded in the form of prizes. Each Ambassador with submit a post or a form of social media marketing piece for approval to Abby@hugehounds.com. Once the piece is approved it can be posted by Ambassador and it will be recorded by Hugehounds that the promotion was posted. Each post and promotional action an Ambassador posts will be given a point. Points are accumulated and at any time can the Ambassador cash in their points for the associated reward. Points will then be deducted from the ambassador account. When you are ready to cash in your points for rewards please send an email to Abby@hugehounds.com with your reward request. Note: Rewards/prizes and point system can be updated at anytime so make sure you check often as new prizes will appear. **The more you post the more you earn.**

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**Term and Termination.** This Agreement shall commence upon the Effective Date you are approved by Hugehounds and shall continue indefinitely until it is terminated upon thirty (30) days' written notice by either party to the other party.

**Confidentiality & Ownership.**

Definition of "Confidential Information". For purposes of this Agreement, "Confidential Information" shall mean and include, at any time: (i) any and all information, pertaining to Hugehounds brand. Including but not limited to disclosure by the Ambassador of information not then generally known to the public and any and all tangible embodiments thereof, including, without limitation, all trade, technical and business secret; All posts and promotion by the Ambassador gives the right for hugehounds to use indefinitely for promotion and share information. All information obtained by a third party, including photos and testimonials from others (ie: dogs and owner) must have approval from that party to post the content. (a request to post form is available from hugehounds upon request)

**Confidentiality.** Each party agrees to maintain the confidentiality of the other party's respective

Confidential Information. Upon termination of this Agreement, Ambassador shall immediately cease using all hugehounds brand.

**Intellectual Property Rights.** The Parties acknowledge and agree that Hugehounds will hold all intellectual property rights and copyrights in any work produced resulting from the Scope of Work including, but not limited to, copyright and trademark rights. The Ambassador may use the brand logo and use of trademarks and given content for promotion of the brand via social media and their website only, while in the program. The Ambassador agrees not to claim any such ownership of the brand Hugehounds and its product's intellectual property at any time prior to or after this agreement.

**Sale of Product:** The company offers a wholesale program separate to this agreement for those who want to sell a Hugehounds product.

**Non-competition.** During the term of this Agreement and for twenty (24) months thereafter, the Ambassador shall not engage, directly or indirectly, as an employee, officer, manager, partner, manager, agent, owner or in any other capacity, in any competition with Hugehounds or any of its subsidiaries.

**Non-solicitation of Customers or Staff.** During the term of this Agreement and for twenty-four (24) months thereafter, the Ambassador will not, directly or indirectly, solicit or attempt to solicit any business from any of the Company's clients, prospects, employees or contractors. **Representations, Warranties and Obligations.** Brand Ambassador shall not make any warranties with respect to the Products to any third party. Brand Ambassador represents and warrants that: (i) it will act in a timely manner with a high degree of professionalism and behave in a legal, ethical and business-like manner, (ii) Brand Ambassador will present the Products in a truthful and sincere manner and will not engage in any activity or action that may damage Hugehounds reputation or the reputation of its Products, (iii) Brand Ambassador's Likeness and all Work provided hereunder are new and original to Brand Ambassador and do not infringe the intellectual property rights, privacy rights, or publicity rights of any third party; (iv) Brand Ambassador has the full and unrestricted right and authority to enter into and perform this Agreement and to grant the rights granted herein; (v) Brand Ambassador has complied and will comply with all applicable laws, rules and regulations in rendering the services to be performed under this Agreement, including without limitation, any Hugehounds policies (such as the privacy policy and trademark usage policy); (vi) Brand Ambassador has no commitments or obligations inconsistent with this Agreement; (vii) the Work will not contain any disparaging, pornographic, defamatory and/or illegal material. Brand Ambassador agrees and understands that during the term of this Agreement. Brand Ambassador will not promote the Products through unsolicited or spam emails.

**Indemnification.** The Parties hereto agree to indemnify and hold harmless each other, as well as their respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section will remain in full force and effect following the termination of this Agreement for any reason.

**Limitation of Liability.** Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this Agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a party's negligence or breach.

**Disclaimer of Warranties.** Ambassador shall refer potential clients as appropriate. Ambassador does not represent or warrant that any referrals will create any additional profits, sales, exposure, brand recognition, or the like. Ambassador shall not be responsible to Company if referrals do not become clients for any reason.

**Entire Agreement.** This document reflects the entire agreement between the parties and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations and may not be amended, altered or supplemented except in writing signed by both parties.

**Dispute Resolution and Legal Fees.** In the event of a dispute arising out of this Agreement that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees, including but not limited to attorneys' fees.

**Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding. The Parties each represent that they have the authority to enter into this Agreement.

**Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or enforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**Additional Information:** Due to the infancy of the Ambassador program we will be making changes along the way. Please note that changes to the tier rewards program may occur and you will be notified accordingly. We thank you for your patience .

**Applicable Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without giving effect to any conflicts of laws provisions.

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You are agreeing by applying to participate in this program that you have read the agreement above and you are actively going to participate in the HugeHounds Ambassador program. To stay active in the program it will be important to meet the above requirements.

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### **HugeHounds Ambassador Program:**

#### **Benefits to you:**

- ☐ Free products to try, and feature on your social media platforms
- ☐ Discount codes to apply and share
- ☐ Relevant content and articles to share with your audience
- ☐ Sneak peeks at our new products
- ☐ Hosting of HugeHounds contests and giveaways
- ☐ Opportunity to share your opinions, reviews, and ideas
- ☐ Personal brand expansion and a boosted following
- ☐ Excellent resume building tools
- ☐ Satisfaction for helping raise awareness of the plight of big dogs

### **Tier Rewards Program**

We are pleased to offer an incredible Hugehounds Ambassador rewards program. The more you share your love for Hugehounds the more points you earn and the more gifts and prizes you enjoy!

#### **How it works:**

Each time you share your love for Hugehounds via post, video, blog, article, testimonial, review, demonstration or more, the more points you earn. Each prize is allocated a point when you are ready to cash in for prizes use your points and shop away. As a Brand Ambassador you have access to use the Hugehounds Brand including the Logo and content, blog posts etc. If you require more please email us directly. If you would like an affiliate link so you can participate in sales and earn additional ways to be rewarded please reach out to us.

#### **How to earn points:** Each month we require the following:

- ☐ At least 2 posts of your choice to your social media platform. The more you post the more points and prizes you earn.
- ☐ All posts must be approved

#### **Guidelines:**

- ☐ Post must be scattered throughout the month not posted on same day
- ☐ All posts contain must contain @Hugehounds and #Hugehounds
- ☐ All posts must be approved by Abby at Abby@hugehounds.com
- ☐ A mixture of the type of posts are recommended. ie: video, photo, written, inspirational, contest.
- ☐ Posts that have photos or video must have approval from the third party (video/photo release forms are available) Any stock photos used you must own by you.
- ☐ Each post must be submitted to Abby with the following information:
  - o Post content, photos, videos, where it will be posted, when it will be posted.

#### **How to cash-in points for gifts**

When you have accumulated enough points for a gift outlined in the Tier Program please email Abby@hugehounds.com with the following information.

- ☐ Your full name, email and shipping address
- ☐ The gift you want to use your points for
- ☐ The amount of points you are using

Abby will confirm your request and your gift will be sent out within 5-7 days. Abby will adjust your account based on the point used.

**NOTE: We will be moving to an online ambassador program to assist you in keeping track and earning more...**