

Wisdom Essentials LLC Ambassador Agreement

This Agreement (hereinafter the "Agreement") is by the Ambassador (hereinafter the "Ambassador") and Wisdom Essentials LLC. Per this agreement, the Ambassador will perform advertising and marketing services for Wisdom Essentials LLC. By submitting Ambassador Agreement form, the Ambassador agrees to the following terms and conditions.

1. **PURPOSE.** The purpose of this agreement is to promote Wisdom Essentials products and brand in accordance with the outlined details set forth below.
2. **RESPONSIBILITIES.** "Ambassador" has agreed to perform the following services for Wisdom Essentials:
 1. Ambassador shall deliver Wisdom Essentials key messages and abide by brand guidelines, as shared by Wisdom Essentials;
 2. Ambassador shall share social media posts which further highlight Wisdom Essentials products in a way authentic to Ambassador's channel and followers (i.e. Ambassador's favorites, what Ambassador likes to use after a workout, etc.);
 3. Ambassador promote personal promo code and encourages followers to purchase their own;
 4. All content to tag @WisdomEssentials #Wisdomessentials as well as #WisdomEssentialsAmbassador to comply with FTC disclosure guidelines;
 5. In the event that Wisdom Essentials determines, in its sole discretion, that any of the social media posts violates brand guidelines or such FTC laws, regulations, or Codes, Wisdom Essentials shall notify Ambassador, and Ambassador shall promptly amend or delete such posts;
 6. Ambassador is prohibited from tactics including imitation or mimic "Wisdom Essentials" sites or utilizing paid traffic keywords including "Wisdom Essentials" or derivatives of the Wisdom Essentials brand for Google, Facebook, Instagram or any other search capabilities designed to divert traffic away from Official Wisdom Essentials sites. Failure to comply may result in termination of this agreement;
 7. Ambassador agrees to adhere to Wisdom Essentials brand values in all communications and will not communicate hateful, racist, shaming, political, violent, illegal or generally offensive messages in any way. Failure to adhere will result in immediate termination of this agreement; and
 8. Subject to the terms herein, Ambassador grants the unrestricted right and full permission to Wisdom Essentials, its agents and designees, to use, exhibit, re-use, publish, and re-publish the Ambassador's images, and all materials created pursuant to or in connection with this Agreement that incorporate any of the foregoing, in whole or in part, via Wisdom Essentials owned social channels (including, but not limited to: Facebook, Instagram and Twitter), without obtaining any additional permissions or consents from and without any additional royalty or compensation to Ambassador.
3. **TERMS OF COMPENSATION.** "Ambassador" will be compensated as outlined below:

1. In consideration of the rights granted and services provided to Wisdom Essentials hereunder, Wisdom Essentials shall pay to Ambassador compensation in the amount of 15% of the net sales generated by Ambassadors' Conversions as defined in this Agreement.
2. Ambassador will receive commission on sales from their Ambassador link for the lifetime of the customer, unless otherwise stated by Wisdom Essentials.
3. Payment of the Ambassador commission will be completed on the 15th business day of the following month via ACH Transfer.

4. TRACKING AND CONVERSIONS

1. Ambassadors will have the option of using either a URL or Coupon Code to track conversions on Wisdom Essentials site. Ambassador may use, one or both, they will both be adequate for tracking conversions and do not to be used in unison to get credit for a sale.
2. Wisdom Essentials will award conversions to the "Last Click" to the Wisdom Essentials site. If a customer clicks two separate Ambassador links or uses a coupon code after clicking another Ambassadors link, the last Ambassador to present Wisdom Essentials to the customer will be rewarded.
3. Ambassador is to receive commission on sales from their Ambassador link for the lifetime of the customer.

5. DELIVERY OF PROMOTION

1. Ambassador will be responsible for creating all related content in correlation to Wisdom Essentials related posts.
2. Social Media Posts: Ambassadors are encouraged to share Wisdom Essentials products through their Social Media channels. Ambassadors are able to advertise discounts in the body of any post. Ambassadors are prohibited from posting their discount code or link on any Wisdom Essentials owned social media pages.

6. **TERM AND TERMINATION.** Either party may terminate, for any reason, at any time. Any accrued but unpaid payment obligations shall survive termination. In the event of termination, **Ambassador** will not be entitled to any further compensation, except compensation accrued and earned up to the date of termination.

7. CONFIDENTIAL INFORMATION.

1. Confidential Information shall mean any and all oral or written information that is identified as confidential and is provided by one party to the other, or information which, under the circumstances surrounding the disclosure, reasonably ought to be treated as confidential. Neither Wisdom Essentials nor Ambassador shall disclose or use the other party's Confidential Information for any purpose other than the purposes contemplated by this Agreement, unless such disclosure or use is allowed by written permission of the other party.
2. Notwithstanding any other provisions hereof, either party may disclose the other party's Confidential Information to the extent required by applicable law, but only after five (5) days prior written notification to the other party of such required disclosure. Upon termination, cancellation or expiration of this Agreement for any reason, or upon request by either party, all Confidential

Information of the requesting party, together with any copies thereof, shall be returned to that party or certified destroyed. Wisdom Essentials Confidential Information shall remain the property of Wisdom Essentials, and Ambassador's Confidential Information shall remain the property of Ambassador.

8. **INDEMNITY.** Wisdom Essentials agrees to indemnify, defend, and hold harmless the Ambassador for any claims, liabilities, costs and expenses (including reasonable attorney's fees) made against Ambassador by a third party or parties as a result of the acts or omissions or breach of this Agreement by Wisdom Essentials. Ambassador agrees to indemnify, defend, and hold harmless Wisdom Essentials for any claims, liabilities, costs and expenses (including reasonable attorney's fees) made against Wisdom Essentials by a third party or parties as a result of acts of gross negligence or willful misconduct by Ambassador.
9. **GOVERNING LAW.** This Agreement shall be governed by the laws of New York, without giving effect to principles of conflicts of law.
10. **INDEPENDENT CONTRACTOR.** It is agreed and understood that Ambassador is an independent contractor, and nothing contained herein shall be deemed to create a partnership, joint venture, principal-agent or employee-employer relationship between Wisdom Essentials or Ambassador. Neither party shall have any right to obligate or bind the other party in any manner whatsoever.
11. **NO SUBLICENSING OR ASSIGNMENT.** Ambassador may not assign her/his rights under this Agreement to any third party, or otherwise contract, subcontract, or delegate the performance of her/his obligations hereunder to any third party without the express prior written consent of Wisdom Essentials.
12. **FORCE MAJEURE.** Neither party shall be responsible for any performance under this Agreement when prevented from doing so by an act of God, war, riot, catastrophe, weather phenomenon, pandemic or any other legitimate condition beyond the control of such party, provided that such party notifies the other party as soon as reasonably possible and uses its best efforts to avoid and mitigate such condition.
13. **DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation in the state of New York. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction within the state of New York.

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