

**BRAND AMBASSADOR AGREEMENT**

This Brand Ambassador “Agreement” describes the terms and conditions for participation in the Sugar & Spice Wellness Ambassador Program collectively referred to as the “Brand Ambassador Program” or “Program” refer to promoting Sugar & Spice Wellness, the brand and its products, to potential Sugar & Spice Wellness customers.

The terms "Brand Ambassador," “you," and "your" are referring to you, the applicant.

**AGREEMENT DURATION**

This Agreement will be valid for 6 months from the signed date of execution by both parties. Your designation as a Sugar & Spice Wellness Brand Ambassador will only be valid upon the acceptance of your Brand Ambassador Application by Sugar & Spice Wellness.

**MODIFICATION & TERMINATION**

This Agreement can be terminated by violation of any terms. Termination may happen at any time, with or without cause, by giving the other party written notice of termination. This Agreement can be modified at any time by a Sugar & Spice Wellness executive. Any updates will be provided in writing to applicant/Brand ambassadors within 14 days of update to agreement.

Modifications may include, but not limited to changes in the scope of available compensation and program rules. Modifications can be accepted or declined in writing by current Brand Ambassadors. You and Your continued participation in the program also will be considered as your acceptance of the change following the posting of a “Change Notice” or new Agreement.

**WEBSITE RESTRICTIONS**

Selling and promoting of products can only be done through [www.sugarandspicewellnes.com](http://www.sugarandspicewellnes.com), <https://squareup.com/store/sugar-and-spice-wellness> . Using “Sugar & Spice Wellness” or “Sugar and Spice Wellness” or “Sugar Spice Wellness” in any domain name is strictly prohibited.

**GUIDELINES & RESTRICTIONS RELATED TO STATEMENTS OR CLAIMS**

As a Brand Ambassador, You are asked to share the many benefits of Sugar & Spice Wellness. Only approved statements of Sugar & Spice Wellness can be used. You are strictly prohibited from making any claim not approved by Sugar & Spice Wellness. You may not prescribe, recommend, communicate or advise using Sugar & Spice Wellness products to treat any illness or condition. You may not make any health claim of any kind without the express written permission of Sugar & Spice Wellness

You are encouraged to highlight the many benefits of Sugar Spice Wellness including:

1. Sugar & Spice Wellness products caters to both women and men.
2. Sugar & Spice Wellness products can be used by women and men.
3. Sugar & Spice Wellness products are easy to use and make grooming yourself easy and efficient.

If a potential customer wants to purchase a Sugar & Spice Wellness product, we recommend that you provide your honest opinion of the product, its use and your personal experience with it. As a Brand Ambassador, you are only sharing your unique discount code with your network; anyone in your community, your clients, your friends, your family, any posts on your social channels (Facebook, Instagram, Youtube, Twitter, etc.), any posts on blogs, or external websites.

Sugar & Spice Wellness will not be held liable for any false claims made by you or any Brand Ambassador. You will be held solely liable for that customer under this Agreement.

We require that you share with us any posts you have made referencing Sugar & Spice Wellness and the Brand Ambassador program using tagging, hashtags, written form, pictures, etc, if you recommend, tell or advise using any Sugar & Spice Wellness product to your network or to any potential customer. Sugar & Spice Wellness has the right to require you or any Brand Ambassador to remove any posts or reference online or in public, made by you or any Brand Ambassador at any time.

As a Brand Ambassador, you agree to share your unique Brand Ambassador code on any of your Social Media, channels or online networks including Sugar & Spice Wellness Social Media, website or blog. Sugar & Spice Wellness has the right to delete or hide any post made on our channels as unacceptable.

For example:

**It is OK** to comment on any Sugar & Spice Wellness page: “Sugar & Spice Wellness” Lip Scrub is a great purchase, it’s so easy to use. I recommend it to all my family and friends. I became a Sugar & Spice Wellness Brand Ambassador because I love representing the brand."

**NOT OK** to comment on Sugar & Spice Wellness page:

"Sugar & Spice Wellness” is great, message me, I have a Brand Ambassador discount to get you 30% off the Sugar & Spice Wellness Lip Scrub"

Sugar & Spice Wellness will be solely responsible for processing every order placed by a customer through our ads, text links or buttons placed in your website or blog, Facebook page, Twitter feed and emails. Customers who purchase products through the Sugar & Spice Wellness website are deemed to be customers of Sugar & Spice Wellness. Prices and availability of our products may vary from time to time. Sugar & Spice Wellness policies will always determine the price paid by the customer. We reserve the right to reject any order that does not comply with our rules, operating procedures and policies.

Sugar & Spice Wellness reserves the right not to accept any site, organization or individuals into the Brand Ambassador Program based on a reference and background check of social, personal and site content.

Individuals do not qualify for the Brand Ambassador Program if such sites or social sites are:

* X- rated and promote sexually explicit materials
* Promoting violence and discord
* Promoting discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
* Promoting illegal or questionable activities
* Violating intellectual property rights

As a condition to your acceptance and participation in the Program, you will comply at all times with all federal, state, provincial and foreign laws, statutes, ordinances, rules, regulations, orders, judgments and decrees applicable to you, your Sites, your business and your participation in the Program. In addition, you will NOT:

* + 1. Use the name "Sugar & Spice Wellness" or any variation thereof, in any manner not expressly authorized by this Agreement;
    2. Use or otherwise incorporate the words " Sugar & Spice Wellness" or variations or misspellings thereof in the domain names of your site, on any meta tags of web pages comprising your site, in hidden text or source code, or in searchable keywords;
    3. Engineer your site in such a manner that pulls or diverts internet traffic away from the Sugar & Spice Wellness Site;
    4. Attempt to modify or alter our site or any site with which we are affiliated in any way;
    5. Make any representations, either express or implied, or create an appearance, that a visitor to your site is visiting our site (for example, "framing" our Site), without our express prior written approval;
    6. "scrape" or "spider" our Site or any other Sugar & Spice Wellness Site for content (such as images, logos or text);
    7. Generate or send any email messages using or containing our name or logo, or any variation thereof, any of our Trademarks (as defined in this Agreement) or any of our products, without our express prior written permission;
    8. Forward, redistribute, or otherwise repurpose any email communications or newsletters that we send to our affiliates or customers;
    9. Generate or send any unsolicited email (spam) under this Agreement;
    10. Modify price information regarding our products or offers on your site; or
    11. Create, link to or host any type of shopping cart between our site and your site.

Violation of this Agreement may result in, among other things, the immediate termination of this Agreement and the commencement of an action by us against you seeking, without limitation, injunctive relief and recovery of actual, statutory and punitive damages.

We have the right in our sole and absolute discretion to monitor your program at any time and from time to time to determine whether you are in compliance with the terms of this Agreement, and you agree to provide us with unrestricted access to your site and/or social media posts for that purpose.

**SPAM**

Sugar & Spice Wellness in no way participates in mass unsolicited e-mailing (i.e. spamming), and all Brand Ambassadors are expected to adhere to this policy as well. Violation of this policy will result in the termination of this Agreement and immediate dismissal from the Brand Ambassador Program, with no due compensation.

**PUBLICITY**

Brand Ambassadors will not create, publish, distribute, or permit any written material (e.g., press releases, marketing material (Physical or Electronic) that makes reference to us without first submitting such material to us and receiving our prior written consent, which we may be withheld, delayed or conditioned in our sole discretion.

Email all content and questions to [sugarandspicewellness@gmail.com](mailto:sugarandspicewellness@gmail.com)

**LIMITED LICENSE AND USE OF THE SUGAR & SPICE WELLNESS TRADEMARKS & ASSETS**

We grant you a personal, non-exclusive, non-transferable, non-sub licensable, fully revocable license, subject to the terms of this Agreement, to

1. market our brand and products solely in accordance with the terms of this Agreement and
2. solely in connection with such marketing, to use our logos, trade names, trademarks, service marks and similar identifying material including images and other electronic and physical assets. You acknowledge that this Agreement does not provide you with any intellectual property rights in the Licensed Materials other than the limited rights contained herein. You will not make any specific use of any Licensed Materials for purposes other than generating the sale of our products to your network, without first submitting a sample of such use to us and obtaining our prior written consent, which we may withhold in our sole and absolute discretion. The license granted herein does not apply to any trademarks, trademark variations and misspellings, and service marks belonging to us that are not included within the Licensed Materials.

Your license to use the Licensed Materials is also subject to the following guidelines:

* You may use the Licensed Materials only for purposes expressly authorized by us in this Agreement or otherwise in writing.
* You may not alter, modify, or change the Licensed Materials in any way; for example, You may not change the proportion, color, or font of any trademark.
* You may not display the Licensed Materials in any manner that implies our sponsorship or endorsement of your products, services or site outside of your involvement in the Program.
* Each of our trademarks must appear by itself and must be surrounded by sufficient empty space on all sides in order to avoid unintended associations with any other objects (including type, photography, borders and edges).
* You may not copy or use any image on our Site, except for those links or photos specifically provided to you under this Agreement.
* You will not purchase or otherwise contract with a third party to exploit any of our marks for the purpose of causing your site to appear as a search result or for any other reason.

**RELATIONSHIP BETWEEN PARTIES**

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales Ambassador, or employment relationship between you and us. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section.

**CONFIDENTIALITY**

Except as otherwise provided in this Agreement or with our prior written consent, you agree that all information, including the terms of this Agreement, our business and financial information, our customer lists, vendor lists and our pricing and sales information, will remain strictly confidential and will not be disclosed to any third party and will not be utilized, directly or indirectly, by you for your own business purposes or for any other purpose, except and solely to the extent that any such information is generally known or available to the public through a source or sources other than you or your affiliates. Notwithstanding the foregoing, you may deliver a copy of any such information (a) pursuant to a subpoena issued by a court of competent jurisdiction or administrative agency, (b) to Your accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation or legal process, provided you give us reasonable advance notice of such delivery and use your reasonable efforts to ensure that any such information is accorded confidential treatment by the person to whom it is delivered.

**LIMITATION OF LIABILITY**

We will not be liable (whether in contract or based on warranty, negligence, tort, strict liability or otherwise) for indirect, special, exemplary, consequential or incidental damages, or any loss of revenue, profits or data, arising in connection with this Agreement, the Ambassador Program, or even if we have been advised of the possibility of such damages.

**EVALUATIONS**

Each BA is evaluated monthly to gauge company growth productivity, success rate and program participation. Your monthly evaluation scheduled on the 6th of each month will determine.

Continued participation in Brand Ambassador Program are based on monthly goals. Results of monthly evaluation can lead to termination of Brand Ambassador if goals are not met consistently for 3 months, and/or there has been a violation of Agreement.

**INDEMNIFICATION**

You hereby agree to indemnify and hold harmless Sugar & Spice Wellness, our affiliates and subsidiaries, and their respective directors, officers, employees, agents, shareholders and members, from and against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses (including court costs and reasonable attorney's fees), even if such claims are groundless, fraudulent or false (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of, are based on or connected with

1. any breach or alleged breach of any representation, warranty, covenant or agreement made by you herein, including claims for unsolicited email (spamming) or other violations of rights of privacy or activities of your Site (including without limitation any activities or aspects thereof or commerce conducted thereon) or your business,
2. your misuse, unauthorized modification or unauthorized use of the services or materials provided by us,
3. the development, operation or maintenance of your Site, or
4. any actual or alleged infringement by you of any intellectual property rights or other rights of any person or entity. In our sole discretion, we may assume the exclusive defense and control of any matter otherwise subject to indemnification by you. We may participate in the defense of all claims as to which we do not assume defense and control, and you will not settle any such claim without our prior written consent.

We hereby agree to defend, indemnify and hold you harmless from all claims, damages, and expenses (including attorneys' fees and costs of litigation) relating to your use of any Sugar & Spice Wellness and Sugar & Spice Wellness content in accordance with the terms of this Agreement, and the development, operation, maintenance or content of our Site and its business.

*Assignment*

You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns.

*Notice*

Any notices required or permitted by this Agreement must be delivered to us via nationally recognized overnight courier service to:

Sugar & Spice Wellness

225 Main St. #1426

Hiram, GA. 30141

Any notices required or permitted by this Agreement or communications in connection with the program will be sent to you by us via e-mail at the address you provided in your Brand Ambassador Application.

**ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties with regard to the subject matter hereof and supersedes all prior Agreements and understandings, both written and oral. In addition to, and without limiting your obligations under this Agreement. The headings of sections or other subdivisions of this Agreement will not affect in any way the meaning or interpretation of this Agreement.

**DISCLAIMER**

We make no express or implied warranties or representations with respect to the Brand Ambassador Program. In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for website down time. This Agreement will be governed by the laws of the United States and the State of Georgia, without reference to rules governing choice of laws. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. By submitting and signing this Brand Ambassador Agreement, You acknowledge that you have completely read and understand this Agreement and any updated Brand Ambassador Agreement going forward and agree to all its terms and conditions listed, including all Brand Ambassador and Sugar & Spice Wellness product information including but not limited to, Sugar & Spice Wellness Marketing Information, Sugar & Spice Wellness Ambassador Overview, and site pages of www.sugarandspicewellness.com. You have independently evaluated this program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement. Once you have read the entire Agreement, complete the contact form @ http://www.sugarandspicewellness.com/BA-Agreement and press “Submit”. Pressing the “Submit” button will indicate you have completely read the terms of Service, Brand Ambassador Agreement & Privacy Policy as well as agree to represent the Sugar & Spice Wellness brand in the most appropriate and respectful way to all networks and through public messaging.

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| eSignature |  | Date |