



# JK Brand Ambassador Terms & Conditions & Agreement

3/12/2022

Thanks for considering our brand ambassador program! Our company is dedicated to providing the best hemp products for our consumers. Since 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 JK Distro.

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

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 21 years of age or older
- Have read, understood, and agreed to these terms.
- Be in good standing with the Federal Trade Commission (FTC)
- Own social media accounts with audience

## Engagement

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

- Create, post, and share content that promotes the Company's services at least four (4) times per month
- Promote your unique promo code to increase sales for the Company
- Collaborate with other ambassadors when required
- Occasionally attend events, if requested by the Company
- One quarterly Company ambassador Zoom meeting
- Be professional at all times during the term of this agreement
- Required 1 on 1 meeting with Brand Manager once a quarter Virtually.
- Send your JK Ambassador Reviews to [jake@evocann.com](mailto:jake@evocann.com) for credit and New Samples

## 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. Ambassador will be legally responsible any such statements.



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- **Make any medical/disease/health claim regarding the Company's products. Ambassador will be legally responsible any such claims.**
- 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 objectional content - subject to the sole direction of the Company.
- Use the company's brand, image, or likeness on your own website, creating customer confusion
- 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.
- Misrepresent or modify the price of the Company's services
- Make any disparaging or derogatory comments regarding the Company and/or its products

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 "#sponsored" or "#ad" 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 10% of every sale generated through their promo code on retail sales only.

This percentage is subject to change by the Company at any time.

The ambassador is solely responsible for any and all tax obligations.



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## 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 including ambassador's website.

### **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.

## CONFIDENTIALITY

During the course of Influencer's performance of services for Company, Influencer will receive, have access to and create documents, records and information of a confidential and proprietary nature to Company and customers of Company. Influencer acknowledges and agrees that such information is an asset of Company or its clients, is not generally known to the trade, is of a confidential nature and, to preserve the goodwill of Company and its clients must be kept strictly confidential and used only in the performance of Influencer's duties under this Agreement.

Influencer agrees that he/she will not use, disclose, communicate, copy or permit the use or disclosure of any such information to any third party or competitor in any manner whatsoever except to the existing employees of Company or as otherwise directed by Company in the course of Influencer's performance of services under this Agreement, and thereafter only with the written permission of Company.

Upon termination of this Agreement or upon the request of Company, Influencer will return to Company all of the confidential information, and all copies or reproductions thereof, which are in Influencer's possession or control.



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## Termination

The Company may terminate the relationship with the ambassador at any time for any reason with or without cause. Inactivity and lack of Engagement for thirty (30) days shall result in a notice of termination.

The ambassador may terminate the relationship with the Company with written notice of thirty (30) days.

## 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 and your activity.

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JK Ambassador's Signature (above)

JK Ambassador Name:

Date

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JK Distribution Co Brand Manager

Christina Kenney

Date: