Brand Ambassador Agreement



Pawness, a registered trademark, 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 Pawness as a EU based Brand Ambassador.

By applying to become a Brand Ambassador for Pawness, you agree to the following terms:

1. Endorsed Products:

Endorsed products are products sold under Pawness brand name.

2. Ambassador Requirements:

Your requirements as a Brand Ambassador include:

- Have an active, public Instagram account for your dog with at least 1000 followers

- 3+ posts or stories per week
- Follow us on Instagram @pawness_dog_essentials
- At least 18 years of age
- Based in the EU

Ambassadors are expressly prohibited from sharing discount codes on coupon sites. Any ambassador whose code is found on a coupon site will immediately be terminated from the program Ambassadors must comply with all federal, state and local regulations, including applicable governing marketing emails (ie CAN-SPAM Act), and all other anti-spam laws. Ambassadors who do not follow the requirements can be subject to termination, suspension and/or the rescinding of all store credit.

3. Contract Territory:

You will be an EU based Brand Ambassador.

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) Facebook, Instagram and YouTube.

5. Prohibited Content:

Ambassador agrees that they will not post content on any platform, as determined by Pawness in its sole discretion, that:

is pornographic, sexually explicit or suggestive, or contains profanity or nudity;

is unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group;

promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing);

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 Pawness wishes to associate;

violates any law.

6. Indemnification:

You agree to hold Pawness, 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:

This agreement shall not be construed as creating an employer/employee relationship or an employer/contractor relationship.

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 result in legal action.

9. Intellectual Property:

Ambassador acknowledges and hereby agrees to grant Pawness the unlimited and unencumbered use of any and all work product developed by Ambassador in conjunction with the performance of services for Pawness. 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 Pawness 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 Pawness websites and via Pawenss 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 Pawness's brand. Pawness 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 February 1, 2023. 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. Notwithstanding the foregoing, 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 Netherlands.

13. Removal:

We reserve the right to remove any Ambassador from our Brand Ambassador Program.

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.