



Brand Ambassador Agreement

This Brand Ambassador Agreement, hereinafter referred to as "Agreement," is entered into and made effective by and between the following parties: Paradise Herbs & Essentials, Inc. ("Advertiser"), a corporation, incorporated under the laws of the state of California, having its principal place of business at the following address:

16051 Goldenwest #106-304
Huntington Beach, CA 92648
Email: marketing@paradiseherbs.com

and *Brand Ambassador*. The parties may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Advertiser wishes to advertise certain products;

WHEREAS, Brand Ambassador's social media reach is valuable for the advertising of such products;

WHEREAS, the Parties desire to enter into an agreement whereby the Brand Ambassador will promote Advertiser's products as described below;

WHEREAS, the Parties wish to establish a written document between them covering the terms and conditions of their agreement;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties hereby agree as follows:

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Scope of Services and Brand Ambassador Responsibilities.

The Company retains the Brand Ambassador, and the Brand Ambassador agrees to perform for the Company certain marketing services set forth in **Exhibit A** to this Agreement (the "Services"). The Company's Brand Guidelines are set forth and attached hereto as **Exhibit B**. Any Service outside of the scope as defined in Exhibit A to this Agreement may require a new Agreement for other services, including separate promotional or marketing campaigns expressly agreed to by the Parties.

The Brand Ambassador agrees to engage in the best and commercially reasonable efforts to provide the Services to Company in accordance with the terms of this Agreement. The Brand Ambassador further agrees to provide the Services in a professional and diligent manner consistent with industry standards and good business practice, using efforts comparable to those customarily used in in-person events, promotional social media and various marketing campaigns of equivalent value and for similar products or services.

The Brand Ambassador shall deliver the agreed upon number of posts and/or other relevant content as defined in Exhibit A on the agreed upon platforms. The Services provided by the Brand Ambassador shall

conform with the instructions and specifications of the Company as detailed in Exhibit B and abide by the terms and conditions of the applicable platforms.

Time is of the Essence. The Brand Ambassador hereby understands and acknowledges that time is of the essence with respect to the Brand Ambassador's obligations defined in this Brand Ambassador's Agreement and that prompt and timely performance of all such obligations is strictly required.

Consideration and Compensation. In exchange for the full, prompt, and satisfactory performance of all Services to be rendered to the Company (as determined by the Company), the Brand Ambassador shall be compensated as follows: Gratis product(s) as per the services provided in **Exhibit C** schedule of Gratis product(s).

Content Requirements. The Brand Ambassador agrees to create original content that is honest and factual. The approval from the Company may be required prior to the Brand Ambassador uploading or publishing the content. The approved content shall be shared by the Brand Ambassador to their agreed upon social media accounts, including but not limited to, YouTube, Facebook, Twitter, Instagram and TikTok.

The Company may request the Brand Ambassador to incorporate hashtags, links, titles, or other relevant information of the media and content being uploaded or published. The Content must be in compliance with the terms and conditions of the social media.

Compliance with FTC Guidelines and Material Disclosures. The Brand Ambassador agrees that when publishing content, such as posts, statuses, or anything of the like, that they must visibly disclose their "material connection" with the Company. The Brand Ambassador

agrees to abide by the guidelines set forth by the Federal Trade Commission (FTC) This includes the fact that the Brand Ambassador was provided with consideration and was provided with experiences or is being paid for a certain service.

The disclosure should be clear and conspicuous made within close proximity to any statements the Brand Ambassador makes about the Company or their Products for Services. Such disclosures are required irrespective of any space or character limitations of a medium, where the disclosure can be made via Hashtags. For example, on Twitter, #sponsored. The Brand Ambassador understands and agrees that they are to make only honest and factual statements and representations about the Company or the Company's products of which the Brand Ambassador knows with confidence that the statements are truthful and can be verified.

Usage and License. The Company shall cause the Brand Ambassador to grant to the Company and to any Brand Affiliates, a limited, non-exclusive, royalty free, and license and right to feature content created by the Brand Ambassador as part of the campaign, including the Brand Ambassadors name and screenname(s), on the Company's and Brand Affiliates controlled and owned social media platforms and within third-party digital platforms.

The Company grants the Brand Ambassador a temporary license to use the Brand Affiliates promotional materials and name as necessary to achieve the promotional purpose respecting the guidelines herein. The Brand Ambassador grants an ongoing license to use the Brand Ambassador name or appropriate handle in all medical including, but not limited to the Company or the Brand Affiliates website and on social media sites. Additionally, applying to all formats of media such as digital and print advertising.

Copyright. The Company will own the full and complete copyright to the uploaded media. However, both parties are permitted to share the content subject to this Agreement within their own channels.

NO EMPLOYMENT RELATIONSHIP:

Nothing contained within this Agreement shall be construed to form any partnership, joint venture, agency, franchise, or employment relationship. Brand Ambassador is an independent contractor and will, at all times, act as such. Brand Ambassador is responsible for Brand Ambassador's own local, state, and federal tax liability, and no tax funds or other required payments, such as social security, will be withheld from any of Brand Ambassador's fees.

TERM & TERMINATION:

This Agreement will proceed indefinitely.

This Agreement may be terminated by either Party upon notice in writing.

Advertiser specifically reserves the right to terminate this Agreement if Brand Ambassador violates any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of the Advertiser or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material.

If this Agreement is terminated for Brand Ambassador's breach, Brand Ambassador forfeits all rights, including the right to any unclaimed fees.

At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

NON-EXCLUSIVITY:

Nothing in this Agreement shall be deemed to create an exclusive relationship between Advertiser and Brand Ambassador. The Brand Ambassador is free to work with other advertisers and Advertiser may hire additional Brand Ambassadors.

PROMOTION:

Brand Ambassador agrees to the deliverables required by the Advertiser, including the number of posts per time period, specific platforms, approval, and delivery schedule, as applicable. Advertiser will make the details available to Brand Ambassador in written form.

FEES:

Brand Ambassador's will be compensated with Gratis Product ("Fees") for the promotion of Advertiser's Products. Specifically, Brand Ambassador will be paid as follows:

- Payment for services is provided by Gratis product(s). The amount of product(s) will be determined by the depth of services the Brand Ambassador provides on a for monthly basis. See **Exhibit C** for specific details.

PAYMENT:

Brand Ambassador will be asked to submit current address information, as well as accounting and tax documentation. Brand Ambassador will submit a W8/W9 tax form to Advertiser. Accounting information may include the routing and account number of a bank where Brand Ambassador wishes to have a direct deposit or may include an email address for an online method of payment.

Brand Ambassador must notify Advertiser immediately for any changes in address or account information.

PRODUCTS:

Advertiser will be sending Brand Ambassador the following free products to assist in the Parties' relationship and Brand Ambassador's promotion:

- Herbal Extracts, Grass Juice Powder Formulas, Multi-vitamins.

Brand Ambassador is expected to promote these specific Products to Brand Ambassador's audience.

INTELLECTUAL PROPERTY:

Brand Ambassador and Advertiser each agree that any intellectual property, including copyrights, trademarks, trade secrets, patents, and other intellectual property belonging to the respective Parties shall remain owned by the respective Parties. No transfer of ownership of intellectual property may take place under this Agreement.

Subject to the limitations listed below, each Party hereby grants the other a non-exclusive, non-transferable, revocable license to use their intellectual property solely and exclusively in conjunction with this Agreement. No Party may modify the other Party's intellectual property in any way. Specifically, Advertiser grants Brand Ambassador the license to use Advertiser's brand name and, if applicable, logo, below:

Paradise Herbs



Either Party may revoke this license at any time, including if any misuse of intellectual property is found. This license will terminate at the expiration of this Agreement.

Unauthorized use of any Party's intellectual property shall be considered unlawful infringement and each Party reserves all rights, including the right to pursue an infringement suit in federal court.

COMMUNICATION:

Brand Ambassador agrees to maintain open communication with Advertiser, including promptly responding to calls, messages, and emails. Brand Ambassador shall respond to all communications no later than 48 hours after receipt.

COMPLIANCE:

Brand Ambassador warrants and agrees to maintain full compliance with all Federal Trade Commission (FTC) rules and regulations, as well as any other applicable laws. This includes tagging all posts with relevant hashtags, such as "#sponsored," "#ad," or "#advertisement," as well as, where applicable, including relevant disclosure statements and marking posts as "Paid Partnership With." Advertiser recommends that Brand Ambassador seek independent legal counsel to advise on specific compliance steps.

CONFIDENTIALITY:

The Parties acknowledge and agree that Confidential Information, as defined below, may be exchanged in the course of the Parties' relationship. Each Party shall maintain the secrecy of the other Party's Confidential Information throughout the duration of this Agreement, as well as for a period of three (3) years after the termination of this Agreement. Confidential Information shall be defined as any information which is confidential and commercially valuable to the Party owner of that information. Confidential Information may be in the form of documents, techniques, methods, practices, tools, specifications, inventions, patents, trademarks, copyrights, equipment, algorithms, models, samples, software, drawings, sketches, plans, programs or other oral or written knowledge and/or secrets and may pertain to, but is not limited to, the fields of research and development, forecasting, marketing, personnel, customers, suppliers, intellectual property and/or finance or any other information which is confidential and commercially valuable. Confidential Information shall not mean any information which:

- a) is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of the non-owner Party;
- b) is already known, through legal means, to the non-owner Party;
- c) is given by the owner Party to third parties, other than the non-owner Party, without any restrictions;
- d) is given to the non-owner Party by any third party who legally had the Confidential Information and the right to disclose it; or
- e) is developed independently by the non-owner Party and the non-owner Party can show such independent development.

MODIFICATION & VARIATION:

The Parties may modify the terms of this Agreement upon written notice. However, such modification is subject to acceptance by the non-modifying Party. If the non-modifying Party does not agree to the updated terms, that Party may terminate this Agreement. Upon termination, all Fees earned but not paid to Brand Ambassador will be due.

To the extent any part or sub-part of the modified Agreement is held ineffective or invalid by any court of law, the Parties' agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.

INDEMNIFICATION:

Brand Ambassador agrees to defend and indemnify Advertiser and any of its agents (if applicable) and hold Advertiser harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to Brand Ambassador's conduct or actions. Advertiser shall be able to select its own legal counsel and may participate in its own defense, if Advertiser wishes.

GENERAL PROVISIONS:

a) **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.

b) **JURISDICTION, VENUE & CHOICE OF LAW:** The Parties agree that California shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between Brand Ambassador and Advertiser with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of the following county: Orange, California. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. The Parties hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

c) **ARBITRATION:** In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the following county: Orange. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of California. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

d) **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

e) **SEVERABILITY:** If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

f) **NO WAIVER:** In the event that any Party fails to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.

g) HEADINGS FOR CONVENIENCE ONLY: Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

h) FORCE MAJEURE: The Parties are not liable for any failure to perform due to causes beyond their reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

i) ELECTRONIC COMMUNICATIONS PERMITTED: Electronic communications are permitted to both Parties under this Agreement, including email or fax.

EXHIBIT A

Services, Campaign(s), and Promotional Content

Services and Content Requirements:	<ul style="list-style-type: none">• Posting 1 time per week on Instagram• Video post ONLY (under 60 seconds).• Talk about the product(s) - What you like about the products(s).• Why you use the product(s).• Highlight key features of the product(s).• Product selection will be determined monthly and communicated by Paradise Herbs.
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The Brand Ambassador agrees to provide the following promotional and/or marketing services:

Other:

Example: Create a video of you using the ORAC Energy Greens in a recipe, shake or in water by itself.

EXHIBIT B

BRAND CONTENT GUIDELINES

- Must follow FDA & FTC guidelines.
 - **These statements have not been evaluated by the Food & Drug Administration. This product is not intended to diagnose, treat, cure or prevent any disease.
- Direct followers to our Amazon Storefront using your specific code.
- Use the following Hashtags: #IndulgeInParadise
#ParadiseAmbassador

EXHIBIT C

Compensation

Brand Ambassadors will be compensated with an assortment of FREE product(s) monthly.

- Product provided is based on the number of posts per week/month.
- A minimum MSRP value of \$250 of gratis product will be provided monthly when the Brand Ambassador meets the minimum required posts.