



TOFUKITTY CLUB

Ambassadorship Agreement

Summary

This agreement is made between TofuKitty Club, LLC, (TofuKitty Club hereafter) and Ambassador

Scope of Duties

Ambassador will perform the following duties:

- One post per month minimum displaying the TofuKitty Club product with brand name mentioned. A post can be either a permanent post on the page or a story on instagram, YouTube video, blog post, or post on another social media channel.
- Verbal and visible calls-to-action to visit the page, swipe-up on instagram, or click a link from YouTube or other social media.
- Use unique URL or promo codes (provided by TofuKitty Club).
- Pinned comment with call-to-action on YouTube post.
- Acknowledge the sponsorship from TofuKitty Club to meet FTC guidelines.
- Talk about the features and benefits. Share genuine opinions of the product without being overly salesy.
- Only use approved TofuKitty Club logo assets (provided by TofuKitty Club upon request).
- TofuKitty Club may provide feedback or require changes to any posts, especially if they contain inaccuracies. For this reason, YouTube videos should be approved by TofuKitty Club before going live.

Commissions Payments, and Rewards

Payment periods are equal to a calendar month. If an ambassador joins the program mid-month, commissions will be based on the partial month rather than prorated.

To receive credit for a purchase towards your commissions, the user must have used your promo code when placing their order on the TofuKitty Club site or use your custom link if applicable). Promo code will give 10% off to followers on their first two orders.

Compensation is as follows

- Ambassador is required to sell one subscription per month to remain in this program and receive one bag per month at no charge
- The coupon code only works on new orders
- Ambassadors are paid per first order, not per bag
- 1-10 sales per month will earn \$5 per sale
- 11-20 earns \$7
- 21+ earns \$10 + possible VIP benefits to be determined on a monthly basis

Sales are totaled according to the end of each calendar month and payments are made on a net 30-day basis, meaning before the end of the following calendar month, however they're typically in before the 15th day.

If ambassador does not achieve one sale in a month, TofuKitty Club will extend the opportunity for Ambassador to make up for it the following month to total two sales. If two sales aren't generated by the end of the 60th day, TofuKitty Club retains the right to terminate the ambassadorship at their discretion.

Quality Assurance

The quality of work performed by Ambassador is guaranteed to meet the standards of Ambassador's normal programming. Ambassadors are selected according to the quality of their current programming standards.

Agreement Ownership

Ambassador shall not assign, transfer, subcontract, or mortgage any part of this Agreement without the written consent of TofuKitty Club.

Right of Use

TofuKitty Club retains the right to repost Ambassador's paid content on TofuKitty Club social media or website. Notwithstanding the foregoing, Ambassador shall retain all ownership in and to the social media content as referenced herein. TofuKitty Club will remove shared content at the request of Ambassador at any time.

Ambassador is not authorized to use any copyrighted content from any other companies to promote TofuKitty Club brand. TofuKitty Club will not be responsible for any disputes involving the unauthorized use of any other company's intellectual property.

Term

The term of this agreement is month-to-month withstanding successful execution of the terms of this agreement. Ambassador is bound by the terms of this agreement until a notice of removal from the program is delivered via email to Ambassador.

Right of Termination

TofuKitty Club reserves the right to terminate this Agreement, effective immediately, upon written notice to Ambassador at any time and for any reason. It's not in TofuKitty Club's Interest to terminate agreements where Ambassador is delivering on all covenants of this agreement.

Likewise, Ambassador is able to terminate this agreement at anytime and for any reason with a written notice (email is OK). If TofuKitty Club or Ambassador terminates an agreement, any commissions due at the time will be disbursed on the next regular payment schedule.

Good Faith

- 1) Ambassador shall provide commercially reasonable efforts to fulfill mutual standards and goals.
- 2) Ambassador shall not make negative comments about TofuKitty Club's service or product without consulting first with TofuKitty Club. Perhaps the nature of a service or product in question may be intentional and seeking understanding first is always encouraged. If a reasonable explanation is not presented, Ambassadors honest opinion is respected and appreciated.

Nature of Relationship

Ambassador is an independent contractor and this agreement shall not be construed as creating an employer/employee relationship.

Non-Disparagement

Ambassador agrees not to make any disparaging statements about TofuKitty Club, or its business, products or services, to the press or to any individual or entity with whom TofuKitty Club has a working or business relationship, including but not limited to, its customers, clients, and contractors.

Governance

This Agreement that be construed in accordance with the laws of the State of Delaware. In the event that arbitration is unsuccessful, you agree to submit to venue and personal jurisdiction in any state or federal court sitting in the County of Kent, State of Delaware in any action or proceeding arising out of or related, directly or indirectly, to this agreement.

Amendments

Should the need to make any amendments to this Agreement arise, any and all amendments may be made at the discretion of TofuKitty Club and written notice will be given to Ambassador. Continuing as an ambassador past-notice serves as Ambassadors agreement to the amendment(s).

Guidelines

Please refer to the Ambassador Program Guidelines for ongoing updates and general guidelines from TofuKitty Club.

Signature Section

Completing the contact form on this page indicates that you accept these terms.