

BRAND AMBASSADOR AGREEMENT

This Brand Ambassador Agreement (the “Agreement”) describes the terms and conditions for participation in the Sequoia Parks Conservancy Ambassador Program referred to as the “BA Program” or “Program” referring to promoting Sequoia Parks Conservancy (“SPC”), the brand, and its messaging through social media content.

The terms "Brand Ambassador," "you," and "your" are referring to the undersigned. Sequoia Parks Conservancy is the registered nonprofit entity and this Agreement refers to SPC as "we" and "our".

The parties to this Agreement are independent parties and this Agreement will not form any partnership between you and SPC in any manner other than what this Agreement describes.

AGREEMENT DURATION

The term of this Agreement is six months from the date of execution by both parties. Your designation as an SPC Brand Ambassador will only be valid upon the acceptance of your Brand Ambassador Application by SPC. SPC can terminate this Agreement at any time with or without cause. Termination may happen at any time by giving the you notice of termination.

MODIFICATION

We may modify any of the terms and conditions within this Agreement at any time and at our sole discretion. These modifications may include, but are not limited to changes in the scope of messaging, minimal Ambassador requirements, etc. If any of the modifications are unacceptable to you, your only recourse is to terminate this Agreement with a signed and written letter of termination. If you continue participation in the Program following the posting of a Change Notice or new Agreement, it will be considered as your acceptance of the change(s).

RESTRICTIONS RELATED TO STATEMENTS OR CLAIMS

As a Brand Ambassador, you are asked to share the many goals and efforts of SPC. You are strictly prohibited from making any claim not approved by SPC. You may not prescribe, recommend, communicate, or advise on behalf of SPC.

If a potential contact wants to inquire about SPC, we recommend that you provide your honest opinion of the organization, its focus, and your personal experience. 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.), or any posts on blogs.

If you recommend, tell, or advise on behalf of SPC to your network or to any potential customer using any false claims, you or any Brand Ambassador will be held solely liable for that individual as we will not

be held liable under this Agreement. We ask that you share with us any posts you have made referencing SPC and the Brand Ambassador program. SPC 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 anytime, and you will comply with that request. SPC has the right to delete or hide any post made on our channels as unacceptable.

SPC will be solely responsible for processing every transaction placed by a customer through our ads, text links, or buttons placed in your website, blog, Facebook page, Instagram page, Twitter feed, emails, or other social media. Customers who make transactions through the SPC website are deemed to be customers of SPC. Prices and availability of our products and services may vary from time to time. SPC 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.

SPC reserves the right not to accept any site, organization, or individual(s) into the Brand Ambassador Program based on a 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;
- Advocating a position for or against a candidate for public office;
- Attempting to influence legislation; or
- Not in alignment with SPC's mission and vision.

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**

- a) Use the name "Sequoia Parks Conservancy" or any variation thereof, in any manner not expressly authorized by this Agreement;
- b) Use or otherwise incorporate the words "Sequoia Parks Conservancy" 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;
- c) Engineer your site in such a manner that pulls or diverts internet traffic away from the SPC sites;
- d) Attempt to modify or alter our site or any site with which we are affiliated in any way;
- e) 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;
- f) "scrape" or "spider" our site or any other SPC site for content (such as images, logos or text);

- g) Generate or send any email messages using or containing our name or logo, or any variation thereof, any of our Trademarks (as defined below) or any of our products, without our express prior written permission;
- h) Forward, redistribute, or otherwise repurpose any email communications or newsletters that we send to our affiliates or customers;
- i) Generate or send any unsolicited email (spam) under this Agreement;
- j) Modify price information regarding our products or offers on your site; or
- k) 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 if this shall arise.

SPAM

SPC 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.

PUBLICITY

You will not create, publish, distribute, or permit any written material (e.g., press releases, marketing material (Physical or Electronic) that makes reference to SPC without first submitting such material to us and receiving our prior written consent, which we may withhold, delay, or condition in our sole discretion.

Email all content and questions to charlottep@sequoiaparks.org.

LIMITED LICENSE AND USE OF THE SEQUOIA PARKS CONSERVANCY TRADEMARKS & ASSETS

We grant you a personal, non-exclusive, non-transferable, non-sublicensable, fully revocable license, subject to the terms of this Agreement, to (i) market our brand and messaging solely in accordance with the terms of this Agreement and (ii) 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 and agree 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 spreading our messaging 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 are willingly supporting SPC's mission, 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 to (a) pursuant to a subpoena issued by a court of competent jurisdiction or administrative agency, (b) 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. You recognize, acknowledge and agree that this limitation of damages is fair and reasonable.

COMPENSATION

In full consideration of the Brand Ambassador's performance, his/her/its obligations and the rights granted herein, the Brand Ambassador shall perform the services at his/her own expense and use his/her/its own resources and equipment. The Brand Ambassador acknowledges that we shall have no obligation for any compensation or expenses or costs incurred by the Brand Ambassador in connection with the performance of his/her/its obligations under this Agreement.

EVALUATIONS

Each Brand Ambassador is evaluated monthly to gauge productivity, success rate, and program participation.

Your monthly evaluation scheduled on the 6th of each month will determine your compliance within the Agreement.

Results of the monthly evaluation can lead to immediate termination of this Brand Ambassador Agreement and relationship if we do not feel that the participation is at an expected level and/or there have been any violations of this Agreement.

INDEMNIFICATION

You hereby agree to indemnify and hold harmless Sequoia Parks Conservancy, 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 (i) any breach or alleged breach of any representation, warranty, covenant, or agreement made by you herein, including claims for unsolicited email (spamming), (ii) 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, (iii) your misuse, unauthorized modification or unauthorized use of the services or materials provided by us, (iv) the development, operation or maintenance of your Site, or (v) 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 SPC 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:

Sequoia Parks Conservancy
47050 Generals Hwy Unit 10
Three Rivers, CA 93271

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 agreement 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 or your potential to earn income from 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 downtime.

This Agreement will be governed by the laws of the United States and the State of California, without reference to rules governing choice of laws.

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 Sequoia Parks Conservancy information including but not limited to, Sequoia Parks Conservancy website pages. 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 application form at <https://tinyurl.com/SequoiaAmbassador> to indicate you have completely read the terms of Service, Brand Ambassador Agreement & Privacy Policy as well as agree to the terms of this Agreement and to represent the Sequoia Parks Conservancy brand in the most appropriate and respectful way to all networks and through public messaging.