

## AMBASSADOR PROGRAM



# We're thrilled to have you on board!

#### **How to share content:**

We want to promote your content. To make sure we see it, please follow these guidelines.

It's important when sharing content that you use the specific hashtags and mentions in your posts.

- For Instagram, our hashtag is #ColdAirInductions and our handle is @cold.air.inductions\_inc - @cold.air.inductions\_inc
- For Facebook, please mention Cold Air Inductions, Inc. Cold Air Inductions, Inc.
- For **TikTok**, please mention **@cold.air.inductions\_inc** <u>@cold.air.inductions\_inc</u>
- For YouTube, please mention @ColdAirInductions in the description AND please email us and let us know you posted a video
- For all content, you're welcome to email or DM us to make sure we see your post

#### What's good content to share?

- Photos and/or videos of our products being installed or in use.
- Photos and/or videos of you talking about our products and what you like about them.
- Photos and/or videos of your vehicle, with a hashtag or mention of our brand as a sponsor

### Ambassador Program Terms and Conditions

Participation in the Cold Air Inductions ambassador program is subject to the following terms.

#### **Terms and Conditions**

#### **Appointment**

Cold Air Inductions would like the Brand Ambassador's assistance in promoting / offering / selling Cold Air Inductions's products via the Brand Ambassador's online properties, including but not limited to social media accounts, forum profiles, websites, blogs, email newsletter, and so on. Cold Air Inductions hereby appoints the Brand Ambassador as its representative on a non-exclusive, non-employee basis to endorse and promote its services to the target audience.

#### 2 Term

This Agreement shall have an initial term of one month and shall automatically renew for additional months thereafter unless either party provides written notice of non-renewal.

#### 3 Cancellation

Either party may terminate this agreement upon ten days prior written notice if the other party breaches this agreement and does not cure such breach within such time period. In addition to any right or remedy that may be available to Cold Air Inductions under this agreement or applicable law, in the event that the Brand Ambassador has breached this agreement, Cold Air Inductions may (i) immediately suspend, limit or terminate the Brand Ambassador's access to any Advertiser account and/or (ii) instruct the Brand Ambassador to cease all promotional activities or make clarifying statements, and the Brand Ambassador shall immediately comply. Either party may terminate this agreement at any time without cause upon ten days prior written notice to the other party.

#### 4 Items to Avoid in Brand Ambassador Posts

The Brand Ambassador agrees to avoid mentioning any competitors of Cold Air Inductions in a way that is disparaging to Cold Air Inductions. The Brand Ambassador agrees that all content created by the Brand Ambassador – including but not limited to videos, blog posts, social media status updates, tweets, and/or comments should be free of inappropriate language and/or offensive content. Offensive content would include anything promoting bigotry, racism or discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age. Offensive content would also include anything overtly sexual, any nudity, any violent imagery or video, any content that encourages violence, and any content that advocates hatred of any group or individual. Cold Air Inductions reserves the right to request that the Brand Ambassador remove or alter any content that is judged offensive by Cold Air Inductions. If this request is not honored within 10 days, Cold Air Inductions reserves the right to unilaterally terminate the agreement.

#### 5 Compensation

In full consideration of the Brand Ambassador's performance, his / her obligations and the rights granted herein, the Brand Ambassador may be offered payment as agreed upon between the Brand Ambassador and Advertiser. This includes any agreed bonus incentives should the Brand Ambassador meet the agreed targets. The Brand Ambassador will otherwise perform the services at his/her own expense and use his/her own resources and equipment. The Brand Ambassador acknowledges that the agreed upon compensation represents the Brand Ambassador's entire compensation with respect to this agreement and Cold Air Inductions shall have no other obligation for any other compensation to or expenses or costs incurred by the Brand Ambassador in connection with the performance of its obligations under this agreement.

#### **6 Approval and Content Origination**

The Brand Ambassador understands that all promotions and products they promote as part of this agreement are controlled by Cold Air Inductions. The Brand Ambassador assumes all responsibility for verifying that the campaign materials used meet Cold Air Inductions's approval.

#### 7 Material disclosures and compliance with FTC Guidelines

When publishing posts/statuses about Cold Air Inductions's products or services, the Brand Ambassador must clearly disclose his/her "material connection" with Cold Air Inductions, including the fact that the Brand Ambassador was given any consideration, was provided with certain experiences or is being paid for a particular service. The above disclosure should be clear and prominent and made in close proximity to any statements that the Brand Ambassador makes about Cold Air Inductions or Cold Air Inductions's products or services. Please note that this disclosure is required regardless of any space limitations of the medium (eg Twitter), where the disclosure can be made via hashtags, eg #sponsored. The Brand Ambassador's statements should always reflect the Brand Ambassador's honest and truthful opinions and actual experiences. The Brand Ambassador should only make factual statements about Cold Air Inductions or Cold Air Inductions's products which the Brand Ambassador knows for certain are true and can be verified.

#### 8 Payment Terms

Payment can be made by PayPal or check/money order to the address given by the Brand Ambassador. Payments will be due seven days after the agreed invoice date.

#### 9 Force Majeure

If either party is unable to perform any of its obligations by reason of fire or other casualty, strike, act or order of public authority, act of God, or other cause beyond the control of such party, then such party shall be excused from such performance during the pendency of such cause.

#### 10 Independent Contractor

The Brand Ambassador is retained as an independent contractor of Cold Air Inductions. The Brand Ambassador acknowledges and agrees that (i) The Brand Ambassador is solely responsible for the manner and form by which the Brand Ambassador performs under this Agreement, and (ii) The Brand Ambassador is a self-employed individual, who performs services similar to the services outlined in the attached Schedule of Services for various entities and individuals other than Cold Air Inductions. The Brand Ambassador is responsible for the withholding and payment of all taxes and other assessments arising out of the Brand Ambassador's performance of services, and neither the Brand Ambassador nor any of the Brand Ambassador's employees or independent clients shall be entitled to participate in any employee benefit plans of Cold Air Inductions.

#### 11 Choice of Law

This Agreement shall be construed and enforced pursuant to the laws and decisions of Michigan.

#### 12 Indemnification

The Brand Ambassador shall indemnify and hold harmless Cold Air Inductions from and against all claims, liabilities, causes of action, other legal proceedings, damages, losses, and expenses including attorneys' fees that in any way arise out of or result from the acts or omissions of The Brand Ambassador.

#### 13 **Headings**

The headings of the Sections of this Agreement are for ease of reference only and shall not be admissible in any action to alter, modify or interpret the contents of any Section in this Agreement.

#### 14 Severability

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to reflect the intent of the Parties. Further, the invalid or unenforceable provision will be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

#### 15 Waivers and Amendment

The waiver by either Party of any provision of this Agreement on any occasion and upon any particular circumstances shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstances. This Agreement may be waived or amended only in writing and signed by both parties.

#### 16 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, administrators, executors, successors, and assigns.

#### 17 Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter of this Agreement.

## Thank you!



We are excited to have you here!

