



Zoom Tan, Inc. (“Zoom Tan”) is excited to gain new talented people (the “Ambassadors”) to help assist us with our social media marketing, content generation, & brand awareness. Upon approval, potential ambassadors will receive an invitation email with the same terms & conditions listed below:

1. **Term.** The Ambassador Agreement becomes effective on the date of the terms & conditions letter they receive. The Agreement shall continue on a year-to-year basis from the effective date and terminate by either party providing notice via electronic or written communication. During the term of this Agreement, Ambassador agrees to not engage in any marketing or promotional activities for other companies offering indoor tanning or fitness services.
2. **Social Media Actions.** The Ambassador will fulfill all of the obligations detailed in the Zoom Tan Ambassador Agreement documentation included in the welcome email.
3. **Publishing Rules.** The Ambassador understands that their activities may involve public forums and their activities can impact the reputation of Zoom Tan. Given this dynamic, the Ambassador explicitly agrees to abide by the following rules regarding their online activities:
 - a. The Ambassador will follow all Federal Trade Commission (FTC) advertisement endorsement guides as well as any other FTC documents that provide additional rules, answers to frequently asked questions, or other information about what the Ambassador can and can not do regarding online social media activities relating to Zoom Tan.
 - b. On any sponsored post, e.g., any post where Zoom Tan has given the Ambassador anything of value such as a free product or any type of payment, the Ambassador will clearly and conspicuously declare and disclose such, e.g., “Company X provided me a free mattress to review for this post.” All disclosures will be in plain view and easy for the user to see and will not be hidden or only seen after significant scrolling or clicking.
 - c. The Ambassador alone will create the posts or content and will not steal the opinions or work of others. The Ambassador will be giving their original opinions about the company/products they use. Zoom Tan may provide some information about the products/marketing campaign/the company to the Ambassador to help ensure that the Ambassador correctly uses Zoom Tan’s relevant intellectual property, such as slogans or trademarks, and to ensure that the Ambassador conveys correct information about the products, promotions or marketing campaign, company. The Ambassador

- understands that they must do some type of disclosure on every platform where they post about Zoom Tan.
- d. The Ambassador will ensure that any statements offered as factual, will indeed, be true. To do so, the Ambassador will rely on information supplied by Zoom Tan or rely on information that the Ambassador knows to be true or can verify. In particular, the Ambassador will avoid making any medical claims about the product or claims about a competitor's product.
 - e. The Ambassador will only use intellectual property which they have authority to use including from Zoom Tan, e.g., slogans or trademarked graphics. The Ambassador will not use the intellectual property of any third-party without both the third-party's authorization and the authorization of Zoom Tan that they would want that intellectual property used in association with these campaigns, posts, videos, reviews. In addition, the Ambassador will be careful to respect the legal and privacy rights of others and will not include any person or their personal information in a post without the approval and requisite consent forms of both that individual and Zoom Tan.
 - f. The Ambassador will follow all applicable laws and regulations and Zoom Tan's social media endorsement policy that may address topics such as professionalism, legality, vulgarity, or ethics. This Agreement also includes a morals clause with the intent of holding the Ambassador to a standard of conduct, so their behavior does not in any way negatively impact the reputation of Zoom Tan.
 - g. The Ambassador will follow the rules of the social media platforms where the Ambassador posts or distributes content and the Ambassador will not negatively engage with any commentator.
4. **Monitoring.** Zoom Tan will monitor the Ambassador's posts and notify the Ambassador of any content that is outside of the FTC guidelines that needs immediate correction, removal, or explanation. Should an inappropriate post appear, Zoom Tan may withhold payment, request reimbursement of already paid fees, and/or terminate the Agreement.
 5. **Ownership: Grant of Rights.** If any of the posts/published content may not, by operation of law or otherwise, be considered "work made for hire" by Ambassador for Zoom Tan or otherwise the intellectual property of Zoom Tan, or if ownership of all right, title and interest of the intellectual property rights therein shall not otherwise vest exclusively in Zoom Tan, Ambassador agrees to irrevocably waive and assign without further consideration, and upon creation thereof automatically assign irrevocably and in perpetuity, without further consideration, all rights, title, claims and interest in any work product and other intellectual property rights therein, including moral rights, to Zoom Tan, its successors and assigns. Ambassador agrees to perform, upon the reasonable request of Zoom Tan, and upon reimbursement for out-of-pocket costs by Zoom Tan, during or after termination of this Agreement, such further acts as may be necessary or desirable to assign, transfer, perfect and defend Zoom Tan's ownership of the work product, including but not limited to the following:

- Executing, acknowledging, and delivering any requested affidavits and documents of assignment and conveyance;
 - Obtaining and aiding in the enforcement of copyrights and, if applicable, patents with respect to the work product in any countries;
 - Providing testimony in connection with any proceeding affecting the right, title, or interest of Zoom Tan in any work product; and
 - Performing any other acts deemed necessary or desirable to carry out the purposes of this Agreement.
6. **Usage Rights.** Ambassador agrees that both during this Agreement and after its termination, Zoom Tan and its affiliates, assigns, and/or licensees shall have the right to use the name, likeness, photograph, and other identifying information of the Ambassador, in connection with any marketing effort of Zoom Tan. Zoom Tan may use the Ambassador's likeness in outlets it chooses, for example but not exhaustively, in magazines, newspapers, brochures, or online postings. Zoom Tan may do so without the advance approval of the Ambassador.
7. **Compensation.** In consideration for Ambassador's promise to provide the services stated in Section 2, and the right for Zoom Tan to use the Ambassador's likeness as described in Section 6, Company agrees to pay Ambassador as set forth in the attached Zoom Tan Brand Ambassador Agreement documentation that is included in the welcome email.
8. **Confidential Information.** Ambassador shall hold in complete confidence and not disclose, produce, publish, permit access to or reveal the Confidential Information disclosed hereunder without the express prior written consent of Zoom Tan. Ambassador shall use the Confidential Information only for the limited purpose articulated above in this Agreement
- a. **Confidential Information Disclosure Restrictions.** Ambassador shall not disclose the Confidential Information to any third-party (including subcontractors) without first obtaining Company's written consent and shall disclose the Confidential Information only to: (i) its own employees or consultants whose duties justify the need to know such Confidential Information to fulfill the limited purpose of this Agreement; (ii) who are legally obligated to comply with this Agreement or a similar Agreement containing restrictions at least as restrictive as those embodied by this Agreement, including both the confidentiality restrictions and work-for-hire restrictions; and (iii) who have a clear understanding of the obligations of the Nondisclosure and Work-for-Hire Agreement under which they are bound. Ambassador shall use its best efforts to ensure that all its employees or consultants to whom the Confidential Information is disclosed take all reasonable precautions to safeguard and preserve the confidential status of the Confidential Information. Ambassador shall promptly notify Company of any items of Confidential Information prematurely or inappropriately disclosed or disclosed in breach of this Agreement.

9. **Indemnification.** Ambassador agrees to indemnify, defend, and hold harmless Company and Company's affiliates and subsidiaries, and their respective employees, officers, directors, agents, and assignees against and from any and all claims, liabilities, damages, judgments, penalties, losses, and costs, including reasonable attorney's fees and costs (including in-house counsel), arising out of, or relating to, or in connection with any material breach by Ambassador or Ambassador's representatives of any warranty, covenant, or obligation of Ambassador under this Agreement. This provision shall be effective provided that in seeking indemnity, Company gives Ambassador prompt, written notice of such claim or suit. The obligations set forth in this Section 9 shall survive the expiration or earlier termination of this Agreement.
10. **Representations and Warranties.** Ambassador represents and warrants to Company that: (a) all work product produced by Ambassador for Company will be an original work of authorship and will not incorporate or be based on any third-party materials that would infringe on the intellectual property rights of others. Ambassador also represents and warrants to Zoom Tan that the Ambassador will not violate any laws, e.g., defamation or invasion of privacy laws, while creating and publishing the content envisioned under this Agreement.
11. **Non-disparagement.** Ambassador agrees and covenants that they will not at any time during the term of this Agreement and **for a period of five (5) years after termination make**, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning Zoom Tan or its business, or any of its employees, officers or shareholders.
12. **Termination.** Company shall have the right to terminate this agreement immediately upon written notice if the Ambassador neglects or refuses to fulfill any obligations hereunder.
13. **Independent Contractor Status.** Ambassador acknowledges that the relationship of the Parties hereto is that of independent contractors. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Each of the Parties is an independent contractor and neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability or make any statements, representations, warranties, or commitments on behalf of the other Party, or otherwise act on behalf of the other. Each Party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers compensation, and all other employment benefits.
14. **Waiver.** The failure of either Party at any time or times, to demand strict performance by the other Party of any of the terms, covenants, or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof and either may at any time

demand strict and complete performance by the other said terms, covenants, and conditions.

15. **Assignment.** Neither Party hereto may assign this Agreement, or any part hereof, to any third-party without prior, written consent of the non-assigning Party.
16. **Notices.** Any notice or demand required to be given will be given in writing and shall be hand delivered, sent by facsimile transmission, emailed, or mailed by Certified Mail, postage prepaid, to the address herein set forth or to such other address as the Parties may hereinafter substitute. Notice shall be deemed received on the date of hand delivery, the date sent by facsimile transmission, or the date of the email so long as written documentation verifies such delivery.
17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
18. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO OR OBLIGATED TO INDEMNIFY THE OTHER PARTY OR ANYONE ELSE WITH RESPECT TO: (I) ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (II) LOST PROFITS, LOST REVENUES, DAMAGES TO GOODWILL OR REPUTATION, OR (III) ANY CLAIM ARISING FROM THE ACT OR OMISSION OF THE OTHER PARTY SEEKING DAMAGES OR INDEMNIFICATION, SUCH OBLIGATIONS TO SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.
19. **Injunctive Relief.** It is hereby acknowledged that the Services and rights granted to Company hereunder are of a unique character, and that, accordingly, no remedy at law for damages is adequate to compensate for Ambassador's breach of the provisions set forth herein, and Zoom Tan shall be entitled to seek temporary or injunctive relief against any such breach, without the necessity of proving actual damages. The award of permanent or temporary injunctive relief shall in no way limit any other remedies to which Zoom Tan may be entitled because of any such breach.
20. **Severability.** Every provision of this Agreement is severable. If any term or provision herein is held illegal for any reason whatsoever, then such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
21. **Entire Agreement.** This Agreement constitutes the entire understanding between the Ambassador and Zoom Tan regarding the subject matter hereto and cannot be altered or modified except by an agreement in writing signed by both Parties. The Parties to this Agreement shall be considered as independent contractors; no partnership, joint venture, or employer-employee relationship shall be attributed to or arise from this Agreement. Upon its execution, (in counterpart or otherwise), this Agreement shall supersede all prior negotiations, understandings, and agreements, whether oral or written, regarding the subject matter hereto, and such prior agreements shall thereupon be null and void and without further legal effect.

