



eCoach Brand Ambassador Agreement

This Brand Ambassador Agreement "Agreement" describes the terms and conditions for participating in the eCoach Brand Ambassador Program, collectively referred to as the "eCoach Brand Ambassador Program" or "Program", to promote eCoach, the brand and its products to potential eCoach customers in return for compensation related to individual performance.

The terms "Brand Ambassador," "you," and "your" refer to you, the applicant. eCoach and eCoachBasketball are the registered trademarks of eCoach, LLC and this Agreement refers to as "We" and "our".

We are independent parties and this Agreement does not form any partnership between you or eCoach to any extent other than what this Agreement describes.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. AGREEMENT.** This agreement is valid for 90 days from the date of acceptance and execution by both parties and will end immediately when terminated. Your designation as an eCoach Brand Ambassador will only be valid upon the acceptance of your Brand Ambassador application by eCoach and upon execution of this Agreement. eCoach can terminate this Agreement at any time with or without cause or by violation of any terms of this Agreement. Termination may happen at any time, with or without cause, by giving the other party five (5) days written notice of termination. This Agreement will and can be updated at any time by eCoach without immediate notification to current or potential applicants or Brand Ambassadors. By submitting the eCoach Brand Ambassador Application Form located at www.ecoach.coach/ambassador, 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 eCoach product information, including but not limited to any eCoach marketing information, product terms and conditions of service, privacy policy, legal, eCoach Ambassador overview, eCoach compensation terms and site pages of www.ecoach.coach and www.ecoach.coach/ambassador. You have independently evaluated this program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.
- 2. SERVICES.** Brand Ambassador will perform certain services in connection with eCoach and is currently contemplated to engage with the company's social channels, including but not limited to: Twitter, Facebook, Instagram. etc.; and to promote eCoach and the use of eCoachBasketball subscription service.
- 3. COMPENSATION.** In consideration for the full performance of Brand Ambassador's services hereunder and the rights and releases granted herein, eCoach shall compensate Brand Ambassador and Brand Ambassador agrees to accept the compensation set forth in this Section 3. Brand Ambassador further agrees that the compensation terms herein may be changed, modified or cancelled by eCoach, at its sole discretion, on a go forward basis at any time and Brand Ambassador acknowledges and agrees to

accept the modified terms on a go forward basis; provided, however, that eCoach will compensate Brand Ambassador under the prior compensation terms for all services rendered prior to the modification or change in compensation terms. As a Brand Ambassador, you will receive the following compensation for the services: i) \$20 for every new paid subscriber that subscribes to eCoachBasketball using your unique Ambassador URL referral link and becomes a paying eCoachBasketball subscriber. Further compensation details provided on the eCoach Brand Ambassador site are also part of and are incorporated by reference into this Agreement. As an eCoach Brand Ambassador you are required to complete and submit proper tax information to eCoach before compensation will be issued. In order to receive compensation an eCoach Brand Ambassador must be an active eCoachBasketball Subscriber. Compensation will be distributed on a quarterly basis via PayPal by the end of the month that follows each quarter. First quarter earnings will be distributed by the end of April, second quarter earnings by the end of July, third quarter earnings by the end of October, and fourth quarter earnings by the end of January.

4. **OWNERSHIP RIGHTS.** Brand Ambassador acknowledges that the results and proceeds of the services provided hereunder, including without limitation all ideas, themes, materials, social media posts and designs developed, created and/or provided by Brand Ambassador (the "Work") hereby constitutes a "work made for hire" as that term is defined in the U.S. Copyright Act of 1976, 17 U.S.C. §101 et seq. and is owned by eCoach, for all purposes worldwide in perpetuity. To the extent that any Work is deemed not to be a work made for hire, and without limiting the foregoing, Brand Ambassador hereby assigns and transfers all right, title, ownership and interest therein, presently known or hereafter ascertained, including, but not limited to, all copyright rights therein, the right to secure the copyright (and all renewals, reissues and extensions thereof) throughout the world, without any restrictions as to use, to eCoach. For the sake of clarity, and without in any way limiting the foregoing, eCoach may reproduce, modify, adapt, create derivative works from, distribute, display, license, assign, transfer and/or otherwise use the Work, and all elements and derivatives thereof, in whole or in part, in all media now known or hereafter developed (including without limitation in social media), worldwide, in perpetuity, royalty-free and without restriction of any kind. Brand Ambassador acknowledges that the ownership and validity of company's copyrights, brands, trademarks, trade dress and patent rights, whether or not created by or contributed to by Brand Ambassador, shall in all instances remain with eCoach.

5. **USE OF LIKENESS.** Brand Ambassador further grants to eCoach the irrevocable right and permission to film, videotape, photograph and/or otherwise record Brand Ambassador and to reproduce, publish, distribute, display, broadcast, exhibit, and/or in any other way use Brand Ambassador's image, likeness, signature, voice, photograph, name (including nicknames), actual and/or paraphrased statements, biographical information and/or any other information or attribute identifying and/or otherwise associated with Brand Ambassador.

6. **NO RIGHT OF APPROVAL.** Brand Ambassador hereby irrevocably waives any and all right to inspect and/or approve eCoach's use of the Work and/or Brand Ambassador's likeness, including without limitation any text, image and/or other creative elements that may be used in connection with the Work and/or Brand Ambassador's likeness.

7. **CONFIDENTIALITY.** Brand Ambassador will regard and retain as confidential and will not divulge to any third party, or use for any unauthorized purposes (including Brand Ambassador's own benefit), either during or after Brand Ambassador's engagement with eCoach, any proprietary, or confidential information or know-how that Brand Ambassador has acquired during Brand Ambassador's service or in consequence of Brand Ambassador's service or contacts with eCoach without the written consent of an authorized representative of eCoach. Brand Ambassador agrees to return to eCoach all such documentation and any other confidential information upon termination of Brand Ambassador's

engagement with eCoach.

8. **REPRESENTATIONS AND WARRANTIES:** Brand Ambassador represents and warrants that: (i) Brand Ambassador is at least 18 years of age and has the full and unrestricted right and authority to enter into and perform this Agreement and to grant the rights granted herein; (ii) Brand Ambassador has complied and will comply with all applicable laws, rules and regulations in rendering the services to be performed under this Agreement, including without limitation, the current FTC Guides Concerning the Use of Endorsements and Testimonials in Advertising (“FTC Guides”) and all related disclosure requirements; and, notwithstanding the termination provisions set forth herein, eCoach reserves the right to immediately terminate this Agreement if Brand Ambassador fails to make social media or other disclosures in the manner set forth in the FTC Guides, which failure shall be deemed a material breach of the Agreement that is not capable of cure; (iii) the services or work created herein are original to Brand Ambassador; (iv) the use of Brand Ambassador’s likeness does not and will not violate the rights of any third party, including without limitation, any contract, copyright, trademark, or rights of privacy or publicity of any third-party; (v) any social media posts, comments, advertising or promotional materials will not contain any disparaging, pornographic, defamatory and/or offensive material; and (vi) Brand Ambassador will perform the services in a timely, professional and workmanlike manner.

9. **RELEASE/INDEMNITY AND LIMITATION OF LIABILITY:** Brand Ambassador hereby irrevocably and unconditionally releases, discharges and agrees to indemnify and hold harmless eCoach, its parents, subsidiaries, registered trade names, and affiliates, and the irrespective officers, directors, employees, agents, assignees, designees and licensees (together, the “eCoach Parties”), from and against all actions, claims, demands, causes of action, liabilities, damages, judgments, losses, costs, and expenses (including reasonable attorneys’ fees) of any kind whatsoever, whether known or unknown, arising at any time out of and/or relating to the use of any work and/or Brand Ambassador’s likeness and/or any breach or alleged breach of any of the terms of this Agreement.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS AGREEMENT, THE SERVICES AND AMBASSADOR PROGRAM ARE PROVIDED “AS IS,” AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ECOACH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR THROUGH COURSE OF DEALING, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY REGARDING (I) THE AMOUNT OF REWARDS AMBASSADOR MAY GENERATE DURING THE TERM, AND (II) ANY ECONOMIC OR OTHER BENEFIT THAT AMBASSADOR MIGHT OBTAIN THROUGH ITS PARTICIPATION IN THIS AGREEMENT.

UNDER NO CIRCUMSTANCES WILL ECOACH BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING ANY CLAIMS FOR LOST PROFITS, LOST BUSINESS, OR LOST DATA) ARISING OUT OF THIS AGREEMENT, EVEN IF ACTIVECAMPAIGN HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. ECOACH’S ENTIRE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER CAUSE OF ACTION WILL NOT EXCEED THE AMOUNTS PAID TO AMBASSADOR UNDER THIS AGREEMENT IN THE THREE-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

10. **TERM:** This Agreement will be effective as of the date Brand Ambassador submits the Brand Ambassador Application Form and is accepted as such by eCoach and will remain in effect for at least three months thereafter, unless terminated in accordance with Section 10 below, and will automatically renew for successive three-month periods unless written notice of termination is given by either party to the other party prior to the end of the then-applicable term.

11. **TERMINATION:** eCoach shall have the right, at its sole option, to terminate this Agreement immediately in the event that: (i) Brand Ambassador fails, neglects or refuses to fully perform any of the obligations to be performed hereunder; (ii) Brand Ambassador materially breaches the terms of this Agreement or any of the warranties or representations made herein; (iii) Brand Ambassador commits any act or does anything that is or shall be an offense involving moral turpitude under federal, state or local laws, or which brings Brand Ambassador, or any eCoach Party into public disrepute, contempt, scandal, or ridicule, or which insults or offends the community or any substantial organized group thereof, or which might tend to injure the name, brand or potential success of any eCoach Party.

12. **INDEPENDENT CONTRACTOR:** Each party is an independent contractor in relation to the other party with respect to all matters arising under this Agreement and nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Brand Ambassador shall have no express or implied right or authority to assume or create any obligations on behalf of or in the name of eCoach or to bind eCoach to any contract, agreement or undertaking with any third party.

13. **ASSIGNMENT:** Any or all of eCoach's rights and obligations under this Agreement may be assigned by eCoach without Brand Ambassador's consent, and upon any such assignment, eCoach shall have no further obligation to Brand Ambassador, and shall no longer be liable to Brand Ambassador, in respect to any obligation so assigned. Brand Ambassador's rights and obligations under this Agreement may not be assigned by Brand Ambassador without eCoach's prior written approval.

14. **CHOICE OF LAW, VENUE & JURISDICTION:** This Agreement shall be governed by the laws of the Commonwealth of Kentucky, without regard to its conflict of law's provisions, and Brand Ambassador hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the state and federal courts in the eastern district of Kentucky in connection with any action, litigation or proceeding relating to the subject matter of this Agreement.

15. **SPAM.** eCoach 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, with no due compensation.

16. **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 any eCoach Party without first submitting such material to us and receiving our prior written consent, which we may withhold, delayed or conditioned in our sole discretion.

Email all content and questions to ambassador@ecoach.coach

17. **LIMITED LICENSE AND USE OF TRADEMARKS & ASSETS.** We grant you a personal, non-exclusive, non-transferable, non-sub licensable, fully revocable license, subject to the terms of this Agreement, to (i) market our brand and products 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 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 promoting and generating the sale of our products 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:

- a. You may use the Licensed Materials only for purposes expressly authorized by us in this Agreement or otherwise in writing.
- b. 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.
- c. 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.
- d. Each of our trademarks must appear by it self 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).
- e. You may not copy or use any image on our Site, except for those links or photos specifically provided to you under this Agreement.
- f. 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.

18. RESTRICTED ACTIVITIES. Ambassador will conduct its business and activities in a manner that promotes a good, positive image and reputation for eCoach and the Services. Without limiting the generality of the foregoing, Ambassador will not:

- a. use any inappropriate form of promotional, marketing, or advertising activity with your Link or Ambassador Site, which includes use of any misleading hyperlinks and making any false, misleading, or disparaging representations or statements with regard to eCoach and the Services;
- b. engage in any unfair or deceptive trade practice involving the Services;
- c. participate in any promotion, advertising, marketing, or sale of any imitation of the Services;
- d. include or provide for in any Ambassador Site any page, screen, or social media platform that contains content that: advocates discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; promotes or engages in illegal activities, violates intellectual property rights of third parties, or contains or promotes deceptive information; and
- e. impersonate any eCoach employee;
- f. use any Marks to mislead potential new subscribers into believing you are endorsed or employed by eCoach;
- g. use the string “eCoachBasketball” for any website domain name;

h. spam or send bulk-emails including Links; and

i. make or authorize any proposal, representation, warranty, guarantee, or communication relating to the Services that is inconsistent with eCoach’s standard terms and policies, or that has not been approved or otherwise authorized by eCoach in writing.

19. **MISCELLANEOUS.** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements between the parties with respect to the subject matter hereof and shall bind each party and its successors and permitted assigns. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. If any part of this Agreement is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect.

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 down time.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

Brand Ambassador _____ Date _____

eCoach Representative _____ Date _____