

GO BROWN MOBILE SPRAY TANNING AMBASSADOR AGREEMENT

(the "Agreement")

THIS AGREEMENT is effective on this ____ day of _____, 20__.

BETWEEN:

Go Brown Mobile Spray Tanning
(the "Sponsor")

- and -

(the "Ambassador")

(Identity Number)

(the "Sponsor" and the "Ambassador", are collectively known as the "Parties")

WHEREAS the Sponsor is in the business and or the Technician providing tanning services and services including and without limitation to hair, makeup, promotional items, and other professional services to persons who represent Go Brown Mobile Spray Tanning ;

AND WHEREAS the Ambassador is a person who will represent the Go Brown Mobile Spray Tanning Brand;

AND WHEREAS the Sponsor wishes to provide certain discounts on services rendered and product purchases offered by the Sponsor or the Sponsor's affiliates to the Ambassador in return for the Ambassador providing publicity and marketing services to the Sponsor in accordance with the terms of this Agreement;

NOW THEREFORE in consideration of the mutual covenants, conditions and terms contained in this Agreement, the Parties agree as follows:

1. **Sponsorship**

- 1.1 The Sponsor agrees to provide the Ambassador with a set of discounts on services and products offered by the Sponsor and the affiliates of the Sponsor for the sole personal use of the Ambassador, the particulars of which are set out in Schedule "A" (the "Personal Sponsorship Discounts").
- 1.2 The Sponsor agrees to provide the Ambassador with a promotional discount code for services and products offered by the Sponsor and the affiliates of the Sponsor for the use of third parties, the particulars of which are set out in Schedule "A" (the "Promotional Sponsorship Discounts").

(The "Personal Sponsorship Discounts" and the "Promotional Sponsorship Discounts" are collectively known as the "Sponsorship Discounts")

2. **Duties and Services Provided by the Ambassador**

- 2.1 In consideration for the Sponsorship Discounts, the Ambassador shall provide the various promotional and marketing services to the Sponsor ("Ambassador Roles and Responsibilities") as set out in Schedule "B".
 - 2.2 In performing the Ambassador Services under this Agreement, the Ambassador shall act honestly and in good faith with a view to the best interests of the Sponsor, and shall use the Ambassador's professional skill, diligence and care to ensure that the Ambassador Services are performed to the reasonable satisfaction of the Sponsor. The Ambassador shall comply with all applicable laws, regulations, rules, codes, orders and standards imposed by the applicable provincial or local government authorities with respect to the provision of the Ambassador Services.
 - 2.3 For further clarity, while performing the Ambassador Services under this Agreement, the Ambassador agrees that he/she will not publish any material which is knowingly false, defamatory, inaccurate, rude, disrespectful, abusive, vulgar, hateful, harassing, obscene, profane, sexually orientated, threatening, invasive of a person's privacy or otherwise in violation of any applicable law, regulation, rule, codes, orders, or standards imposed by the applicable government authority, including any content relating to companies which compete with the Sponsor.
 - 2.4 The Ambassador shall retain detailed records of any publications, including publications made on social media or on any internet platform, made in performance of the Ambassador Services under this Agreement, and shall at any time, upon the written request of the Sponsor, produce those records for the Sponsor's inspection.
3. **Term** - The term of this Agreement shall be for _____ beginning on ____ day, of _____. 20__ and shall terminate on ____ day, of _____. 20__ unless terminated earlier in accordance with this Agreement (the "Term"). This Agreement replaces and supersedes any prior agreement between the Parties, whether written or unwritten.
4. **Renewal** - This Agreement may be renewed at the sole discretion of the Sponsor by the Sponsor providing at least thirty (30) days prior written notice of the renewal to the Ambassador prior to the end date of the Term.
5. **Exclusivity** - During the Term of this Agreement, the Ambassador agrees that they shall not provide promotional services or any services similar or identical in nature to the Ambassador Services to any business or organization which competes, directly or indirectly, with the Sponsor.
6. **Status of the Parties** - Each Party is independent of the other and neither Party is a partner or agent of the other and nothing in this Agreement shall be construed as creating a partnership, joint venture or agency between the Parties. Each Party acknowledges and agrees that it has no authority to, and agrees that it will not, enter into any contracts or commitments with, or create any obligations owing to, third parties on behalf of the other Party.
7. **Release** - The Sponsor shall not be liable for any death, injury, damages, expenses, costs, or losses incurred by the Ambassador related to and arising out of the performance of the Agreement. Without limitation to the foregoing, the Sponsor shall not in any event be liable to the Ambassador for any economic loss of the Ambassador, consequential damages or third-party liabilities.

8. **Indemnity** – The Ambassador agrees to indemnify the Sponsor and its officers, directors, personnel, affiliates and technicians from all liabilities, including all costs, charges, damages, interest, penalties and expenses, including the fees, charges and disbursements of legal counsel, on a full indemnity basis, and any amounts paid to settle an action on proceedings or satisfy a judgement, which they may incur in respect of any claim:
 1. arising from any act or omission of the Ambassador in the performance of the Ambassador Services or the performance of the Ambassador’s obligations under this Agreement;
 2. by any third party who suffers, or allegedly suffers, any loss or damage whatsoever arising from, during or out of the performance of the Ambassador’s obligations under this Agreement or arising from, during or out of the Ambassador’s failure to perform his/her obligations under this Agreement, regardless of any actual or negligent act or omission or other fault of the Ambassador or any party for whom he is responsible.
9. **Intellectual Property** – The Parties acknowledge and agree that neither Party shall acquire any rights to any name, goodwill, trade-mark, copyright or other form of intellectual property (the “Intellectual Property”) owned by the other, except such limited rights thereto as are granted in this Agreement. Each Party agrees not to use the Intellectual Property of the other Party except with its prior written consent.
10. **Non-Disparagement** - The Ambassador covenants and agrees that during the Term of this Agreement and any time thereafter, the Ambassador will not publish, post or disseminate any defamatory, derogatory, disparaging, inflammatory or negative materials or comments, written or oral, whether true or not, regarding the Sponsor, their officers, employees, technicians, services, or business operations.
11. **Confidentiality** – The Ambassador acknowledges and agrees that, during the Term of this Agreement, the Ambassador may come into contact with confidential information relating to the Sponsor, its clients, employees, Ambassadors, and suppliers (the “Confidential Information”), the particulars of which, if disclosed during or after the Term of this Agreement, would be detrimental to the best interests of the Sponsor. The Ambassador agrees that the Confidential Information is the exclusive property of the Sponsor, and that during the Term of this Agreement and at all times thereafter, the Ambassador will not, without the prior written consent of the Sponsor:
 1. reveal, disclose or make known any Confidential Information to any person, or
 2. use the Confidential Information for any purpose, other than for the purpose of the Sponsor.
12. **Non-Disclosure** – Each Party shall maintain in confidence and shall not disclose to any third Party the contents of this Agreement, without the prior consent of the other Party, except as follows:
 1. to such Party’s professional advisors for the purposes of obtaining professional advice in relation thereto;
 2. as required by law and in such event, upon prompt notice to the other Party with the disclosure being only to the extent required to be disclosed;
 3. information that is generally available to the public through no default of the disclosing Party.
13. **Injunctive Relief** – The Ambassador agrees that a breach of its obligations contained herein may result in immediate and irreparable harm to the Sponsor for which damages would be an inadequate remedy. Accordingly, the Ambassador agrees that the other Party may seek, as a matter of right and without the necessity of establishing the inadequacy of monetary damages, injunctive or other equitable relief.
14. **Termination** - The Sponsor may terminate this Agreement at any time, for any reason in the absence of a material breach of the Agreement by the Ambassador, by providing thirty (30) days prior written notice of termination to the Ambassador. The Sponsor may terminate this Agreement immediately at any time during the Term:
 1. If the Ambassador provides the Ambassador Services in an incompetent manner or does not perform the Ambassador Services pursuant to the terms of this Agreement;
 2. If the Ambassador commits a dishonest act while providing the Ambassador Services or in any way related to the provision of the Ambassador Services;
 3. If the Ambassador engages in any promotional activities with or on behalf of companies or entities who are competitors, whether indirect or direct, of the Sponsor;

4. If, in performing the Ambassador Services, the Ambassador fails to act in a responsible and professional manner, including acting in a disrespectful fashion to any other individual or third party, including but not limited to other Bombshell Ambassadors, Bombshell Sponsored Athletes, Bombshell Staff, competitors, volunteers, promoters, judges, photographers, other federation officials or official services providers; and
 5. If the Ambassador engages in any conduct or omission which would entitle the Sponsor to terminate this Agreement without notice at law.
15. **Amendments in Writing** – No amendment or variation of the terms, conditions, warranties, covenants, agreements or undertakings set forth herein shall be of any force and effect unless the same shall be reduced to writing duly executed by the Parties hereto.
 16. **Successors and Assigns** – This Agreement shall be binding on the parties, and on their successors and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.
 17. **Governing Law** – The laws of the Republic of South Africa shall govern and apply to this Agreement and the performance of it, and to any acts or occurrences happening in or as a result of the performance of this Agreement. Each party attorns to the jurisdiction of the Courts of the Western Cape Local Government.
 18. **Severability** – If any portion of this Agreement is void or unenforceable for any reason, that clause or provision shall be deemed to be severed here from but it shall not affect the validity or enforceability of the balance of this Agreement.
 19. **Waiver** - The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement.
 20. **Counterpart** - This Agreement may be executed in separate counterparts and a facsimile or electronic signature shall have the same effect and import as an original signature.
 21. **Schedules** – The Schedules below are incorporated into and form part of this Agreement, including without limitation any additional representations, terms, conditions and covenants listed therein. The following Schedules form integral parts of this Agreement:

Schedule "A" Sponsorship Discounts
 Schedule "B" Ambassador Roles and Responsibilities

IN WITNESS WHEREOF the parties hereto acknowledge and agree that they have read and understand the terms of this Agreement, and that they have had an opportunity to seek independent legal advice prior to entering into this Agreement, and that they have executed this Agreement with full force and effect from the date first written above.

GO BROWN MOBILE SPRAY TANNING PTY LTD.

 Go Brown Representative

 Signature

AMBASSADOR

 Name and Surname

 Signature

SCHEDULE "A"

AMBASSADORSHIP DISCOUNTS

GO BROWN DARLING PERSONAL DISCOUNTS

These discounts are for your personal use only,

- Tanning Flat Rate of R250.00 per tan
- One mini box set on acceptance and with each contract renewal
- Free Tan for every TEN completed client tan referral
- 10% off BeautifullMe Tanning Skin Care products
- 10% off BeautifullMe Self-Tanning products
- 15% off Swag Items
- Access to pre-order releases and discounts for new products, services and clothing items before general public release
- Exclusive discount with a variety of our affiliates and beauty partners

PROMOTIONAL SPONSORSHIP DISCOUNTS

- You will receive a Discount Glow code upon the Sponsor receiving the signed and executed copy of this Agreement which you may share with your friends, family, and followers, which will grant them R50.00 of all purchases from any Go Brown Mobile Spray Tanning Technician.
- As an additional benefit of sharing this discount code with friends, family, and others, you will be given One Free Client Tan per month that you can give to any of your friends, family, or followers, who have not had a tan with Go Brown, redeemable solely with your Sponsoring Technician.

SCHEDULE "B"

AMBASSADOR ROLES AND RESPONSIBILITIES

In return for the Sponsorship Discounts the Ambassador will, throughout the term of this Agreement, perform the following duties and provide the following promotional and marketing services to the Sponsor:

- Familiarize yourself with Go Browns mission, vision, and goals.
 - Work closely with sales and marketing staff and or your Technician to conceptualize marketing campaigns and strategies.
 - Create and post social media content (tags, posts and shoutouts) in order to drive brand awareness and attract new customers. A minimum posting criteria of:
 - 1 Instagram post per month
 - 2 Instagram stories per month
 - 2 Facebook post per month
 - 1 Facebook post per month on a local community page
- Utilizing the following hashtags: **#mobilespraytanning #gobrown #gobrownambassador #ichoosegobrownmobile #gobrownellexperience #gobrownfamily #bookyourtan**
- Themes of posts throughout the agreement period should include brand and product awareness, product knowledge, and product usage in a manner that informs and educates clients.
 - The Ambassador is expected to follow all of Go Brown social media accounts and pages, as well as support and repost information of products, competitions, give-aways, specials and upcoming events.
 - Issue Discount Glow Cards to increase appointment volume and Technician Revenue.
 - Build rapport with customers, clients and Technicians.
 - Monitor customer feedback and escalate complaints to the marketing department.
 - Track customer tanning preferences and tanning trends.
 - Represent Go Brown at product launches, events, and trade shows.
 - Brainstorm ideas and participate in training and workshops.
 - Maintaining a positive image of the brand at all times, through having a healthy glowing spray tan.
 - Maintain the highest of ethical standards whenever representing Go Brown Mobile Spray Tanning.
 - Wear promotional attire whenever possible and as required.
 - Participate in promotional photoshoots for brand identity.
 - All posts by the Ambassador must include the branding and promotion of Bombshell.