

MAJESTIC HAIR

BESPOKE LUXURY EXTENSIONS

Brand

Ambassador

AGREEMENT

MAJESTIC HAIR CORP



PAIGE@MAJESTICHAIRFL.COM



BOCA RATON FLORIDA USA



WWW.MAJESTICEXTENSIONS.COM

THIS BRAND AMBASSADOR AGREEMENT (THIS "AGREEMENT"), DATED AS OF MARCH 19, 2022, IS ENTERED INTO BY ANY APPLICANT UPON APPROVAL AS AFFILIATE/ BRAND AMBASSADOR AND MAJESTIC HAIR CORP, ("COMPANY"). FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. SERVICES: BRAND AMBASSADOR WILL PERFORM MARKETING SERVICES IN CONNECTION WITH MAJESTIC HAIR CORP. AND IS CURRENTLY CONTEMPLATED TO ENGAGE WITH THE COMPANY'S SOCIAL CHANNELS, INCLUDING BUT NOT LIMITED TO FACEBOOK, INSTAGRAM, YOUTUBE, PINTEREST, TIKTOK, ETC AND IS FURTHER DESCRIBED ON EXHIBIT A ATTACHED HERETO. BRAND AMBASSADOR IS UNDER NO OBLIGATION TO MEET AN EXPECTATION OF CONTENT OR TRADE CONTENT FOR COMPENSATION. IT IS UNDER THE BRAND AMBASSADOR'S WILL AND DISCRETION TO CREATE, MONETIZE, AND PROMOTE AS MUCH OR AS LITTLE AS DESIRED.

2. COMPENSATION: IN CONSIDERATION FOR THE FULL PERFORMANCE OF BRAND AMBASSADOR'S SERVICES HEREUNDER AND THE RIGHTS AND RELEASES GRANTED HEREIN, COMPANY SHALL COMPENSATE BRAND AMBASSADOR AND BRAND AMBASSADOR AGREES TO ACCEPT THE COMPENSATION SET FORTH ON EXHIBIT A HERETO. COMPENSATION IS ACKNOWLEDGED AND AGREED TO BE ON A MONTHLY BASIS; ON THE 1ST OF THE MONTH. COMPENSATION IS SET AS A RATE OF 8% OF THE TOTAL SALE OF PURCHASE MADE BY THE REFERRAL. BONUS PROGRAM INITIATES AT 50 REFERRALS AND INCREASES TO A MAXIMUM OF 10% DURING PROMOTIONAL PERIODS- SEE EXHIBIT A.

3. OWNERSHIP RIGHTS: BRAND AMBASSADOR ACKNOWLEDGES THAT THE RESULTS AND PROCEEDS OF THE SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ALL IDEAS, THEMES, MATERIALS, 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 COPYRIGHT ACT, 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 COMPANY. FOR THE SAKE OF CLARITY, AND WITHOUT IN ANY WAY LIMITING THE FOREGOING, COMPANY 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, INCLUDING WITHOUT LIMITATION PINTEREST), WORLDWIDE, IN PERPETUITY, ROYALTY-FREE AND WITHOUT RESTRICTION OF ANY KIND. BRAND AMBASSADOR ACKNOWLEDGES 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.

4. USE OF LIKENESS: BRAND AMBASSADOR FURTHER GRANTS TO COMPANY 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 (COLLECTIVELY, "LIKENESS"), IN WHOLE OR IN PART, DISTORTED, ALTERED, MODIFIED AND/OR ADAPTED IN CHARACTER AND/OR IN FORM, ALONE AND/OR ACCOMPANIED BY OTHER MATERIAL, IN ANY MANNER AND WITHOUT RESTRICTION OF ANY KIND, WORLDWIDE, IN PERPETUITY AND ROYALTY-FREE, FOR ANY PURPOSE WHATSOEVER, INCLUDING WITHOUT LIMITATION FOR THE PURPOSE OF ADVERTISING, PUBLICITY, PROMOTION, AND/OR OTHER MARKETING FOR COMPANY AND/OR THE WORK, IN ALL MEDIA NOW KNOWN OR HEREAFTER DEVELOPED (INCLUDING WITHOUT LIMITATION IN SOCIAL MEDIA).

5. NO RIGHT OF APPROVAL: BRAND AMBASSADOR HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO INSPECT AND/OR APPROVE COMPANY'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.

6. TERMS FOR PROMOTION: BRAND AMBASSADOR AGREES TO NEVER UNDER ANY CIRCUMSTANCES USE THE TERMS, " SALE DISCOUNT, CHEAP, AFFORDABLE" OR ANY WORDING DETERIORATING OR TARNISHING THE BRAND AND ITS VALUE IN THE EYES OF A POTENTIAL OR CURRENT CUSTOMER OF THE COMPANY.

7. REPRESENTATIONS AND WARRANTIES: BRAND AMBASSADOR REPRESENTS AND WARRANTS THAT: (I) BRAND AMBASSADOR 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, COMPANY 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 WORK IS ORIGINAL TO BRAND AMBASSADOR; (IV) THE USE OF THE WORK AND/OR 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) THE WORK WILL NOT CONTAIN ANY DISPARAGING, PORNOGRAPHIC, DEFAMATORY AND/OR OFFENSIVE MATERIAL; AND (VI) BRAND AMBASSADOR WILL PERFORM THE SERVICES IN A TIMELY, PROFESSIONAL AND ELEGANT MANNER.

8. RELEASE/INDEMNITY: BRAND AMBASSADOR HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASES, DISCHARGES AND AGREES TO INDEMNIFY AND HOLD HARMLESS COMPANY, ITS PARENTS, SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ASSIGNEES, DESIGNEES AND LICENSEES (TOGETHER, THE "COMPANY 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 THE WORK AND/OR BRAND AMBASSADOR'S LIKENESS AND/OR ANY BREACH OR ALLEGED BREACH OF ANY OF THE TERMS OF THIS AGREEMENT.

9. TERM: THIS AGREEMENT WILL BE EFFECTIVE THE MOMENT OF COLLABORATION, INDEFINITELY UNDER ASSOCIATION WITH THE BRAND.

10. 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 COMPANY OR TO BIND COMPANY TO ANY CONTRACT, AGREEMENT OR UNDERTAKING WITH ANY THIRD PARTY.

13. CHOICE OF LAW: THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS, AND BRAND AMBASSADOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS IN PALM BEACH COUNTY FLORIDA IN CONNECTION WITH ANY ACTION, LITIGATION OR PROCEEDING RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT AND IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION, LITIGATION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

14. 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.

Exhibit A

PLATFORMS:

THE BRAND AMBASSADOR MAY ENDORSE THE COMPANY'S PRODUCTS ACROSS ANY OF THE FOLLOWING PLATFORMS :

1. FACEBOOK
2. TWITTER
3. YOUTUBE
4. BRAND AMBASSADOR'S WEBSITE
5. TIKTOK
6. INSTAGRAM

COMPENSATION:

THE COMPANY WILL PAY THE FOLLOWING TO THE BRAND AMBASSADOR

1. FOR EVERY PRODUCT SOLD VIA BRAND AMBASSADOR, THEY WILL EARN **8%** OF THE PRODUCT PRICE.
2. FOR EVERY 50 PRODUCTS SOLD VIA THEIR AFFILIATE CODE/PIN, THEY WILL EARN AN ADDITIONAL **.5%** , INCREASING TO **10%**. BONUS PROGRAM MAY INCREASE OFFERINGS AT ANY TIME.
3. THE BRAND AMBASSADOR WILL ALSO EARN CREDITS WHICH CAN BE USED TOWARDS PURCHASES EVERY MONTH IF DESIRED..
4. PAYMENT TO THE BRAND AMBASSADOR IS SENT ON THE PAYOUT SCHEDULE EACH MONTH ON THE 1ST TO THE PREFERRED PAYOUT METHOD.
5. BRAND AMBASSADOR AT ANY TIME MAY ACCESS THE TRACKING OF SALES AND COMMISSION EARNED, RECORD MAY BE REQUESTED AT ANY TIME.