

AMBASSADOR AGREEMENT

1. This Agreement sets out the terms and conditions between Saving Brother Pty Ltd (ACN: 647 827 003) as trustee for the Saving Brothers Trust (**Saving Brothers/we/us**) and you. We own and operate the Saving Brothers website and apps (**Saving Brother's Platform**).
2. You agree to pay a **Subscription Fee** (annual in advance) as set out at <https://savingbrothers.com/saving-brothers-ambassador-program> and as amended by notice from Saving Brothers from time to time. There are three Ambassador Levels (Gold, Silver and Bronze), with differing Subscription Fees.
3. Once we have (within our absolute discretion) approved your application to become an Ambassador and your Subscription Fee has been paid, you will have the opportunity to participate in the Saving Brother's Platform as an Ambassador. Your role as an Ambassador is to promote the Saving Brothers Platform to your community (**Ambassadorship**).
4. You will be able to access your personal Saving Brothers dashboard (**Dashboard**) which enables you to set up a unique URL (**Your URL**). You will use Your URL to promote the Saving Brothers Platform to people in your own community. Where a person joins Saving Brothers as a Member or an Ambassador using Your URL (within 30 days of you sharing it with them) you will receive remuneration as calculated at <https://savingbrothers.com/saving-brothers-ambassador-program> and as amended by notice from Saving Brothers from time to time (**Remuneration**). Payment terms are the week following the 31st day after Saving Brothers has received payment. We note that where Remuneration has been paid to you on behalf of a member of your community and then that member receives a refund, for any reason, the Remuneration paid to you is required to be refunded to Saving Brothers. Saving Brothers may offset this debit against future Remuneration in its absolute discretion.
5. In addition to providing Your URL the Dashboard will allow you to track your Remuneration. It will also provide you with support for your promotion of the Saving Brothers Platform. This will include access to a Media Library, a Digital Badge and other material including email updates and information for you to send to your community as set out at <https://savingbrothers.com/saving-brothers-ambassador-program> and as amended by notice from Saving Brothers from time to time (**Promotional Material**).
6. Remuneration will be paid to you monthly through PayPal. Calculation of your Remuneration will be made by Saving Brothers and their decision as to the correct amount of Remuneration owing at any time is final. For the avoidance of doubt, Remuneration is only payable to you where you continue to pay the Subscription Fee when it is due and where you remain an Ambassador.
7. We own all intellectual property rights in the Promotional Material. While you are an Ambassador you have a worldwide, royalty free, non-exclusive, non-transferrable licence to us the Promotional Material. This licence immediately terminates when you cease to be an Ambassador (under 14 and 15 below).
8. Where you write social media, blog posts, other material or record podcasts, they must be approved by Saving Brothers (in their absolute discretion) before they are published. When published the intellectual property rights remain with the you. You give Saving Brothers a worldwide, royalty free, non-exclusive, perpetual, non-revocable, transferrable licence to use the posts, podcasts and any other published material.
9. You must ensure that you:
 - a. carry out your Ambassadorship in accordance with all directions from time to time from Saving Brothers;

- b. take all reasonable steps to protect Saving Brothers intellectual property (including but not limited to the Digital Badge) from misuse by third parties;
- c. exercise good faith in all transactions related to Saving Brothers;
- d. comply with all legislation or other regulatory requirements applying to matters within the scope of your Ambassadorship; and
- e. takes all steps necessary to avoid conflict of interests between the you and Saving Brothers.

10. The parties expressly acknowledge and agree that:

- a. nothing in this Agreement will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between any of the parties;
- b. nothing in this document will be deemed to authorise or empower any of the parties to act as agent for or with any other party; and
- c. you are an independent consultant for the provision of your Ambassadorship to Saving Brothers on the terms set out in this Agreement.

11. You are is responsible for and must indemnify Saving Brothers and keep Saving Brothers indemnified against any loss, damage or injury incurred (directly or indirectly) as a consequence of, or in connection with:

- a. your Ambassadorship;
- b. your negligent or wrongful act or omission;
- c. a claim by any third party that any deliverables provided by you under this Agreement infringes the intellectual property rights of that third party;
- d. misuse of any of Saving Brothers intellectual property (including but not limited to the Digital Badge) by a third party where it is associated with your actions or failure to take action;
- e. a breach by you of this Agreement; or
- f. a breach of a representation or warranty given by you under this Agreement,

including, without limitation, loss, damage or injury to persons or property caused by you and any legal fees (on a full indemnity basis) or other costs that arise in defending any legal claims from third party arising from your Ambassadorship.

12. The opportunity to participate in the Saving Brothers community is on an "as is" basis without warranties whether oral, statutory, express or implied to the maximum extent permitted by the applicable law. Saving Brothers specifically disclaims any warranties of fitness for a particular purpose.

13. In no event shall Saving Brothers have any liability to you for any lost profits or revenues or for any indirect, special, incidental, consequential, or punitive damages however caused, whether in contract, tort or under any other theory of liability, and whether or not Saving Brothers had been advised of the possibility of such damages. The foregoing disclaimer shall not apply to the extent prohibited by applicable law.

14. This Agreement (and, for the avoidance of doubt, your Ambassadorship) may be terminated by either party with one month's notice. Saving Brothers will pay you any Remuneration owed, offset against any Subscription Fees owed. Prepaid Subscription Fees will not be reimbursed.
15. Saving Brothers may terminate this Agreement (and, for the avoidance of doubt, your Ambassadorship) at any time without notice if you:
 - a. are unable for any reason to provide your Ambassadorship for a period of two consecutive weeks;
 - b. engage in a serious act of negligence or wilful misconduct in providing or carrying out your Ambassadorship;
 - c. behave in a way which Saving Brothers (in its absolute discretion), affects your ability to provide Ambassadorship or has the potential to damage the reputation of Saving Brothers;
 - d. fails to remedy, to the satisfaction of Saving Brothers, any breach of this Agreement that is capable of remedy within 7 days after the date on which Saving Brothers issues you a written notice requiring you to remedy the breach; or
 - e. breaches any material provision of this Agreement and such breach cannot be remedied.
16. Where this Agreement (and, for the avoidance of doubt, your Ambassadorship) is terminated under 14 or 15, you must immediately cease using the Digital Logo and all other Promotional Material. They must be removed immediately from your website, social media, email footer and anywhere else they are displayed. Saving Brothers may ask you to execute acknowledgements and undertakings to this effect and you agree to execute these. On the date of termination amounts owed by both parties under this Agreement will be offset and immediately payable. From the date of termination no Remuneration will be calculated, owed or paid in relation Members or Ambassadors introduced by you.
17. The agreement between the parties is made up of this Agreement together with terms as set out at <https://savingbrothers.com/saving-brothers-ambassador-program> as amended by notice from Saving Brothers from time to time. Amendments to this Agreement can be made at any time by Saving Brothers notifying you. You agree that sending an email to the most recent email address Saving Brothers has in its records for you is adequate notice.
18. Saving Brothers may assign this Agreement to a third party at any time without seeking consent from you.
19. This document is governed by the law of the State of Victoria and the parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction over this Agreement.