



## AMBASSADOR AGREEMENT (the “Agreement”)

### DEFINITIONS

“Ambassador Application” is the process by which the Company collects information as part of the enrolment process for your Collaboration. This process may be performed by any means, including but not limited electronically through the Website.

“Applicable Law” means all laws applicable to the Company or Ambassador, including international laws, laws of any foreign nation or other jurisdiction, and the laws of Malta.

“Collaboration” means your decision to purchase and recommend for purchase Products pursuant to this Agreement and the term “collaborate” shall be construed accordingly.

“Company” means Endo-Cbox Limited, a limited liability company incorporated under the laws of Malta with company registration number C 92890 and having its registered office address at 2, Spinola Road, St Julians STJ 3014, Malta.

“Customer” means the person who uses the Product for his or her own personal consumption. Customers may include retail customers.

“Ambassador/s” mean any person or entity who accepts enters into an Agreement with the Company and whose Ambassador Application has been approved by the Company approves.

“Policies” mean the Company’s Terms and Conditions, Privacy Policy, and all guidance issued by the Company (and any amendments thereto), all of which are available on our website and may be amended from time to time.

“Product” means those items offered on Website or by the Company from time to time.

“Territory” means the jurisdiction in which you are a resident, incorporated, have your registered place of business, or otherwise have connecting ties.

“Website” means the website linked to the domain <https://cbdboxdelivery.com/> and all subdomain/s of such website or any other website/s as indicated by the Company from time to time.

The reference to the terms “country”, “jurisdiction” and “territory” may be used interchangeably and shall have the same meaning and shall also be taken to include any determinate geographic location to the extent applicable in the Agreement.

The terms “you”, “your”, “he”, “she” may be used interchangeably and shall have the same meaning as the definition of Ambassador above.

The terms “we”, “us”, “our” and “company” may be used interchangeably within the Agreement and shall have the same meaning as the definition of Company above. The “Company” may be deemed to include its subsidiary/ies, parent/s and/or other related party.



The headings in the Agreement are inserted for convenience only and shall not affect its construction.

Where the context so requires, the use of the masculine gender shall include the feminine and/or neuter genders and the singular shall include the plural, and vice versa.

## ENGAGEMENT AS AN AMBASSADOR

### **Conditions on Enrolment**

You must complete the Ambassador Application. You must provide us with accurate and complete information (including your physical address, telephone number, email address, company details (if applicable)), and must immediately notify us of any changes to that information. You are solely responsible for the accuracy of all information and documentation that you provide to us including any information and documentation collected for due diligence purposes, and for telling us if there are any changes to the information and documentation that you provide to us. Our approval of your Ambassador Application is a condition precedent to us assuming any obligations under this Agreement, including any payment obligations. We may choose in our sole discretion not to approve your Ambassador Application and may immediately terminate this Agreement with or without notice to you for any reason whatsoever, including without limitation, if you provide us with false or incomplete information or fail to immediately notify us of any change to your information.

### **Legal Entities.**

If you are a legal entity or wish to enter this Collaboration as a legal entity, you must obtain the Company's prior written approval at Ambassador Application stage.

### **Right to Market and Sell.**

Subject to the terms and conditions of this Agreement and if permitted in your Territory, the Company grants you the right to market, to resell and offer for sale the Product as part of your Collaboration. This right is contingent upon the Company approving your Ambassador Application and assigning you a unique Ambassador number. If your Ambassador Application is approved, we will provide you with access to a profile on the Website for the purposes of tracking the progress of your Collaboration.

You understand and agree that unless otherwise approved by the Company, you cannot own, create, establish, operate or maintain any of the following:

- a) Your own independent website (including but not limited to a social media page that we deem, in our sole discretion, to be the functional equivalent of a website) for the purposes of marketing the Product and/or managing your Collaboration; or
- b) A domain name, email address and/or online alias that uses the Company's Mark.

### **Sponsorships**

You may sponsor other persons to become an Ambassador (collectively, your "Downline Ambassadors") in accordance with this Agreement and the Policies. With respect to your Downline Ambassadors:

- a) You are responsible for providing assistance and the necessary training and ensuring that your communications with, and training of, your Downline Ambassadors are in compliance with this Agreement, the Policies and Applicable Law.



- b) You must monitor your Downline Ambassadors to ensure that they do not make any improper Product or business claims, or engage in any illegal, inappropriate, or otherwise prohibited conduct in terms of this Agreement. You must immediately report such conduct to the Company. You acknowledge and agree that the actions and/or omissions of your Downline Ambassadors and/or your failure to comply with your duties as a sponsor may result in the adjustment of any discount level you have and forfeiture or disgorgement of any commission, bonus, or other compensation earned by you as provided for in this Agreement.
- c) You are responsible for mediating all disputes between and among your Downline Ambassadors. If you are a Downline Ambassador, you must notify the Ambassador that sponsored you of any grievance or complaint you have with another Ambassador. If you and/or your sponsor cannot resolve a dispute, the dispute must be reported to the Company immediately.

## PERFORMANCE OBLIGATIONS

### **Policies and Procedures**

In performing under this Agreement, you must cooperate and comply with all applicable Policies, including but not limited to terms in relation to (a) buying and selling the Products; (b) cancelling, returning or exchanging Products; (c) advertising and marketing; and (d) operating your Collaboration. The Policies (and any amendments thereto) are incorporated by reference into this Agreement. You also agree to comply with all final determinations and decisions rendered pursuant to the Policies.

### **Changes to Policies**

The Company reserves the right, in its sole discretion, to amend, change or modify the Policies from time to time. We will notify you of any changes to the Policies by posting the updated Policies on our website.

We may also notify you of such changes via email as provided for in this Agreement. It is your responsibility to read, understand, adhere to, and ensure that you are operating under the most current version of the Policies. The Policies are effective thirty (30) calendar days after posting, unless otherwise stated on the Policies (“Policies Effective Date”). You understand and agree that your continued Collaboration (including your acceptance of compensation or acceptance of Products) following the Policies Effective Date evidences your acceptance of any changes to the Policies.

### **Legal Compliance and Ethical Conduct**

You must at all times comply with all Applicable Law and must conduct your Collaboration (including, without limitation, any operations, marketing, selling and distribution) in a manner that reflects favourably at all times on the Company and its Products, as well as the good name, goodwill and reputation of the Company. You are solely responsible for your own compliance with Applicable Laws, this Agreement and the Policies.

### **Product**

You acknowledge and agree that the Company or the Products’ manufacturer (the “Manufacturer”), as the case may be, is the exclusive and sole manufacturer of the Products. The Company and/or the Manufacturer has the right, in its sole discretion, to modify or discontinue any of its Products at any time, without incurring any liability to you. We will share with you appropriate information



regarding the Product necessary for your Collaboration and subject to the confidentiality protections in terms of this Agreement. Once the Product is delivered to you, you are solely responsible for the proper storage and maintenance of the Product prior to any resale if you are in a Territory in which you are permitted to resell the Product.

### **Buying and Selling**

You will use reasonable efforts to recommend the sale of the Products as soon as practicable. You are neither required nor encouraged to carry an inventory of Products for your own use or to service your Customers. If you choose to carry an inventory, you cannot maintain an inventory in excess of what you reasonably determine is necessary for your own use or to service your Customers. You must follow the Policies with respect to your buying and selling of products, including the Company's prohibitions on unauthorized sales and requirement to provide retail sales receipts.

### **Advertisements and Marketing**

You must comply with our Policies regarding advertising and marketing of the Products and business opportunities available through the Company, including but not limited to the following:

- a) You must clearly identify yourself as the Company's Ambassador in all advertisements for your Collaboration, including but not limited to any posts on social media;
- b) You must never hold yourself out as being, or represent that you are an employee of the Company;
- c) Except as otherwise permitted in the Policies or as otherwise approved by us, you cannot advertise your Collaboration through mediums such as television, radio, billboards, national print, online publications, mass mailings, or any other channels deemed inappropriate by us, in our sole discretion;
- d) Except as expressly permitted in the Policies or otherwise approved by the Company in writing, you can only use our approved advertising materials, and you cannot change these materials in any way or otherwise use any originally created advertising or marketing materials not disseminated by the Company (collectively, "Supplemental Marketing Materials"). If the Company approves your request to use Supplemental Marketing Materials, you understand and agree that the Company can rescind such approval at any time in its sole discretion, and you waive all claims for damages or remuneration arising out of or relating to such recession.

### **Prohibited Conduct**

You understand that you may ever engage in, or attempt to engage in, any "Prohibited Conduct" during the Term of this Agreement, as determined by the Company in its sole discretion, including but not limited to the following:

- a) Buying or selling Products (including stockpiling) primarily or solely for the purpose of qualifying for commissions, bonuses, discount level advancement or other compensation paid by the Company;
- b) Repackaging, tampering with, relabelling, misbranding or adulterating any Products;
- c) Advertising Products at a price that is less than the wholesale price;
- d) Manipulating the Compensation Plan;
- e) Engaging in any fraudulent or illegal conduct;
- f) Engaging in unfair trade practices with respect to the Company, the Products, Customers or your Collaboration as provided for in any Applicable Law;
- g) Making any false or misleading representations with respect to the Company, the Products or your Collaboration;



- h) Engaging in unprofessional activity while representing the Company and/or in connection with your Collaboration, whether in person, electronically, through social media or any other means;
- i) Engaging in any communications in a manner or by means or methods prohibited by the Policies;
- j) Communicating any information with respect to any guarantees or warranties regarding the Products, except as expressly authorized in writing by the Company;
- k) Making any medical claims or suggesting that a Product will treat or prevent a disease or other medical condition;
- l) When discussing or promoting the Company, making any express or implied statement about past, current or future purchases or transactions you made with income from the Company and/or your Collaboration;
- m) Using discount or auction websites for your Collaboration;
- n) Engaging in high-pressure selling;
- o) Targeting the sales force of another direct sales company to solicit them to become an Ambassador for the Company;
- p) Engaging in cross-placement or cross-recruiting practices;
- q) Disparaging, demeaning or making negative comments about the Company or other Ambassadors;
- r) Engaging in conduct that causes disruption to the ordinary operations or business of the Company or of any other Ambassador;
- s) Engaging in conduct that is injurious to the image or reputation of the Company or that of any other Ambassador; or
- t) Engaging in any other prohibited conducted as otherwise provided for in this Agreement or Policies.

You must immediately report any actual or suspected Prohibited Conduct to the Company and the Company may, in its sole discretion, take any disciplinary action it deems appropriate and as provided for in this Agreement and the Policies.

### **Territorial Restrictions**

YOU MAY ONLY ENGAGE IN ANY MARKETING, ADVERTISING, DISTRIBUTION, PURCHASING, SELLING AND/OR CONSUMING THE PRODUCTS IF YOU ARE NOT PROHIBITED FROM DOING SO IN YOUR TERRITORY.

### **Violations and Penalties; Liquidated Damages.**

If we determine, in our sole discretion, that you have violated any term or condition of this Agreement, the Policies, or in violation of any Applicable Laws, including but not limited to making any unauthorized sales, you acknowledge and agree that we may take disciplinary action against you as provided for in this Agreement and the Policies, including but not limited to:

- a) A warning, account suspension or closure (including, without limitation, possible withholding and/or forfeiture of compensation payments).
  - b) Suspension or termination of this Agreement (including, without limitation, possible withholding and/or forfeiture of compensation payments).
  - c) Imposition of fines depending on factors such as the nature, severity and frequency of the violation.
  - d) Adjustment of any discount level and forfeiture or disgorgement of any commission, bonus, incentive or award, or other compensation earned by you during the period of the violation.
- YOU ACKNOWLEDGE AND AGREE THAT ANY FORFEITURE AND/OR DISGORGEMENT OF COMPENSATION DUE TO ILLEGITIMATE SALES (OR



OTHER PROHIBITED CONDUCT) IS APPROPRIATE BECAUSE IT WOULD BE EXTREMELY DIFFICULT FOR THE COMPANY TO ESTIMATE THE AMOUNT OF DAMAGES INCURRED DUE TO THE DIFFICULTY OF DISTINGUISHING BETWEEN COMPENSATION FROM LEGITIMATE AND ILLEGITIMATE SALES. You further agree that the Company shall be entitled to recover reasonable attorneys' fees and expert witness costs incurred relating to the investigation of Prohibited Conduct, and in recovery of any compensation forfeited hereunder.

- e) Seeking damages and any other legal recourse that may be available to us.

### **Customers**

The Company reserves the right, in its sole discretion, to designate (or otherwise approve or reject) any Customer or Ambassador introduced by you to us as a Customer or Ambassador, in any circumstance, without incurring any liability. You must advertise Products at such prices and on such terms or conditions as we prescribe, in our sole discretion, and in no event less than the wholesale price.

### **Documents**

All agreements, documents, purchase orders, invoices, quotations, proposals, or other correspondence to Customers, used in connection with your services under this Agreement, must be on forms we provide to you or have approved. You agree that the Company has the full right and authority to conduct business with a Customer, without any liability or obligation to you for any action so taken, including specifically the right to: (a) amend, modify, restate, renew, refuse, compromise, extend, accelerate, terminate or cancel any instrument, document, agreement between the Customer and you, and (b) grant credits, discounts, rebates, allowances or returns in connection with any such instrument, document or agreement, or the Products.

## **COMPENSATION**

### **Compensation Plan**

We will compensate you in accordance with our Compensation Plan (including without limitation any bonuses, pays, commissions, discount levels and incentives), attached as Annex A, and the Policies. We reserve the right to change our Compensation Plan at any time and in our sole discretion by either posting these changes on the Website or otherwise giving you notice of the changes. Changes to the Compensation Plan are effective thirty (30) calendar days after posting, unless otherwise stated on the Compensation Plan; provided, however, if the change would benefit you we may choose to make the change effective immediately. Your compensation or discount level will be discounted for any cancellation or return by you or your Customers. Your right to compensation ends upon expiration or termination of this Agreement.

### **Expenses, Incentive Trips and Awards**

Except for incentive trips and other awards we may provide to you under the Policies, you are solely responsible for all expenses incurred by you in the performance of your Collaboration under this Agreement (including, without limitation, automobile, travel and entertainment expenses), unless such expenses are pre-approved in writing by the Company and substantiated with reasonable documentation. To the extent the Company pays for some or all expenses associated with an incentive trip or other award, you agree to defend, indemnify and hold harmless the Company for any claim, injury, loss or other damage (including without limitation interest, penalties and reasonable attorneys' fees and expert witness costs) sustained by you and/or your guests in association with such a trip or award. If we determine in our sole discretion that you have





made misrepresentations or have violated this Agreement or the Policies in becoming eligible for an incentive trips and/or awards, we may charge you for any costs incurred by us arising out of or relating to such trips and/or awards. This remedy is in addition to our rights under this Agreement and any Applicable Laws.

### **Taxes**

You are solely responsible for paying all applicable taxes arising out of or in relation to your Collaboration, including without limitation taxes associated with any compensation payments, bonuses or other incentives we may provide to you, as well as any Value Added Tax which may be applicable to you under any Applicable Laws. You agree to defend, indemnify, and hold harmless the Company, from any efforts by any governmental unit or authority that may seek to collect from the Company any taxes related to any compensation made to you under this Agreement.

## INDEPENDENT CONTRACTOR STATUS

### **No Authority**

You must act solely as an independent contractor and not as an employee or an agent of the Company. You are not authorized to enter into contracts or agreements on behalf of the Company or to otherwise bind the Company in any manner or create obligations of the Company towards third parties.

### **Independent Contractor Status**

An Ambassador is an independent contractor and is responsible for the Ambassador's Collaboration as set forth in this Agreement and the Policies. An Ambassador is not and must not be considered or construed to be an employee of the Company for any purpose, including but not limited to, the application of the Social Security Act, the Income Tax Act, the Employment and Industrial Relations Act, and any other laws in relation to employment.

### **No Partnership or Joint Venture**

This Agreement is not a partnership or joint venture, and the Company is not liable for any obligations incurred by the Ambassador, unless specifically authorized by the Company in writing.

## RECORDS, AUDITS AND REPORTING

### **Records**

You must maintain, or cause to be maintained, a true and correct set of records pertaining to the buying or selling of Products, for a period of at least five (5) years from the date of sale or purchase. You must make these records available to the Company upon the Company's request.

### **Monitoring and Audits**

During the Term of this Agreement, and for purposes of enforcing this Agreement and its Policies, the Company may monitor and audit your Collaboration. You will reasonably cooperate with us on issues relating to monitoring, auditing and enforcement, including responding to information requests and governmental investigations.

### **Adverse Event Reporting and Consumer Complaints**



You must immediately report to us any adverse reaction to a Product or Customer complaint as provided for in the Policies.

## REPRESENTATIONS AND WARRANTIES

### **Mutual Representations and Warranties**

Both Parties represent and warrant that they are fully authorized and empowered to enter into this Agreement.

### **Ambassador Representations and Warranties**

You further represent and warrant that:

- a) You are at least eighteen (18) years or have attained the age of majority in your Territory;
- b) The information you provided us on your Ambassador Application is true, accurate and complete;
- c) You are in a Territory where the Company conducts its direct selling;
- d) If applicable to your Territory, you have a valid government identification, social security number or tax identification number;
- e) You will purchase the Products exclusively from the Company and/or, if permitted in your Territory, from other Ambassadors;
- f) The performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party or violate any agreement between you and any other person, firm or organization, or any law or governmental regulation;
- g) There is no conflict of interest between any other activity in which you are engaged for compensation, if any, and the activities to be performed under this Agreement. You must advise the Company if a conflict of interest arises in the future.

## INDEMNIFICATION AND INSURANCE

### **Indemnification**

You must defend, indemnify and hold harmless the Company (and all its officers, directors, members, managers, employees, agents, affiliates (including any parent companies or subsidiaries of the Company) and independent contractors) from and against any and all claims, demands, actions, losses, damages, assessments, charges, liabilities costs and expenses (including without limitation interest, penalties, and reasonable attorneys' fees and expert witness costs) arising out of or in any way relating to: (i) your violation of this Agreement and/or Policies; or (ii) your negligent acts or omissions or your wilful misconduct.

### **Insurance**

You acknowledge and agree that you are responsible for obtaining your own insurance coverage for the operation of your Collaboration. To the extent applicable, you must procure sufficient insurance to cover your general liability, personal injury, and property damage.

### **Reservation of Rights and Remedies**

The Company reserves all its rights and remedies under this Agreement, the Policies, and all rights and remedies at law.





## TERM AND TERMINATION

### **Term**

This Agreement commences on the Effective Date and continues for twelve (12) months (the “Term”), unless earlier terminated pursuant to this Agreement. The Term of the Agreement may be renewed for further periods of twelve (12) months following each expiration.

### **Termination**

Early termination of this Agreement is permitted as follows:

- a) Either Party may terminate this Agreement with or without cause at any time by providing notice to the other Party;
- b) If you breach any provision of this Agreement or the Policies, the Company may terminate this Agreement, which shall be effective immediately upon notice being given to you. A termination under this subsection might constitute an “Involuntary Termination”;
- c) Automatically in the case of death, incapacity, dissolution or bankruptcy of the other Party;
- d) The Company may terminate this Agreement for inactivity as set forth in the Policies;
- e) Either Party may terminate this Agreement as otherwise provided for in this Agreement or the Policies.

### **Suspension**

The Company may, in its sole discretion, suspend your performance under this Agreement in lieu of termination or as otherwise provided for in the Policies.

### **Effect of Termination or Expiration**

Either prior to or immediately upon termination or expiration of this Agreement, you must:

- a) Return all Confidential Information in your possession, custody, or control, including, without limitation, all copies of documents, files or other media containing any Confidential Information and any derivative thereof. This requirement applies automatically and is not dependent on any demand being made by the Company;
- b) Discontinue any use of the Company’s Marks;
- c) Cease representing yourself as the Company’s Ambassador and remove any reference to such representations from your social media.

In the event of an Involuntary Termination, you cannot submit a new Ambassador Application. In circumstances where this Agreement expires or terminates for other reasons, you must wait at least six (6) months from the effective date of the expiration or termination to submit a new Ambassador Application.

## DISCLAIMERS AND LIMITATION OF LIABILITY

### **Disclaimer of Warranty**

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS AND DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE, REGARDING OR WITH RESPECT TO THE PRODUCTS.



### **Limitation of Liability**

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER THE COMPANY NOR ANY OF ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, AFFILIATES (INCLUDING ANY PARENT COMPANIES OR SUBSIDIARIES OF THE COMPANY) OR INDEPENDENT CONTRACTORS SHALL BE LIABLE TO THE AMBASSADOR, OR ANYONE ELSE, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES THAT ARISE OUT OF OR IN RELATION TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO: (A) ALLEGED DAMAGES RELATING TO DELAYS OR FAILURES WITH REGARD TO THE ORDERING, DELIVERY AND QUALITY OF PRODUCTS; (B) THE PAYMENT OR NON-PAYMENT OF COMPENSATION UNDER THE COMPENSATION PLAN; AND (C) ANY INFORMATION PROVIDED BY THE COMPANY TO THE AMBASSADOR OR OTHER AMBASSADORS, INCLUDING BUT NOT LIMITED TO INFORMATION RELATING TO THE AMBASSADOR OR OTHER AMBASSADORS, CUSTOMERS AND EARNINGS, AND OTHER SIMILAR INFORMATION.

## **DISPUTE RESOLUTION**

### **Binding Arbitration**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR THE POLICIES, ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT, YOUR COLLABORATION OR THE RELATIONSHIP BETWEEN YOU AND THE COMPANY, WHETHER SUCH CLAIM ARISES IN TORT, CONTRACT OR OTHERWISE, SHALL BE RESOLVED BY BINDING AND CONFIDENTIAL ARBITRATION ADMINISTERED BY THE MALTA ARBITRATION CENTRE (“MAC”) IN ACCORDANCE WITH ITS THEN EXISTING ARBITRATION RULES BEFORE A SINGLE ARBITRATOR. PRIOR TO INITIATING AN ARBITRATION PROCEEDING, THE PARTY WHO BELIEVES THAT A DISPUTE EXISTS SHALL PROVIDE NOTICE OF THE DISPUTE TO THE OTHER PARTY, AND THAT OTHER PARTY SHALL HAVE FIFTEEN (15) CALENDAR DAYS TO CURE THE ISSUE. IF THE PARTY GIVING NOTICE IS NOT SATISFIED WITH THE CURE AND BELIEVES THAT A DISPUTE STILL EXISTS, THAT PARTY MAY THEN FILE AN ARBITRATION CLAIM WITH THE MAC.

### **Waiver of Class Arbitration**

THE PARTIES UNDERSTAND AND AGREE THAT THIS AGREEMENT TO ARBITRATE DOES NOT PERMIT CLASS ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES TO AN ARBITRATION PROCEEDING. IN THE EVENT THIS PROHIBITION ON CLASS ARBITRATION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THIS SECTION 11 WILL REMAIN IN FORCE.

### **Trial, Jury Trial & Class Action Waiver**

BY AGREEING TO THIS AGREEMENT, YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST THE COMPANY. EACH PARTY WAIVES THEIR RESPECTIVE RIGHT TO RESOLVE DISPUTES AGAINST THE OTHER IN COURT. THE



PARTIES SPECIFICALLY AGREE THAT THEY MAY BRING DISPUTES AGAINST THE OTHER PARTY, ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, EMPLOYEES AND INDEPENDENT CONTRACTORS ONLY IN AN INDIVIDUAL CAPACITY IN ARBITRATION AND NOT IN ANY OTHER CAPACITY (INCLUDING WITHOUT LIMITATION AS A CLASS MEMBER). IN THE EVENT THIS GENERAL PROHIBITION ON CLASS ACTIONS IS DEEMED INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THIS SECTION WILL REMAIN IN FORCE.

#### **Arbitrator Authority & Arbitration Hearing**

THE ARBITRATOR SHALL HAVE EXCLUSIVE AUTHORITY TO (A) DETERMINE WHETHER ANY PARTICULAR CLAIM OR CONTROVERSY IS ARBITRABLE AND COVERED BY THIS SECTION; AND (B) RESOLVE ANY DISPUTE RELATING TO THE ENFORCEABILITY OF THIS ARBITRATION PROVISION, INCLUDING BUT NOT LIMITED TO ANY CLAIM THAT ALL OR PART OF THIS SECTION IS VOID OR VOIDABLE.

#### **Arbitration Costs**

THE COSTS OF INITIATING THE ARBITRATION SHALL BE PAID BY THE PARTY INITIATING ARBITRATION. THE COSTS OF BRINGING ANY COUNTERCLAIMS SHALL BE PAID BY THE PARTY ALLEGING THE COUNTERCLAIMS. ALL REMAINING COSTS AND FEES SHALL BE SPLIT EQUALLY BETWEEN THE PARTIES UP THROUGH ISSUANCE OF A FINAL AWARD.

Notwithstanding the foregoing, the arbitrator has the discretionary authority to award costs and fees to the prevailing party, including the costs of the arbitration, arbitration fees, and any reasonable and necessary attorneys' fees and expert witness costs included in connection with the dispute.

#### **Confidential Arbitration**

Unless otherwise stipulated by all Parties to this Agreement, the Parties and the arbitrator shall maintain the confidentiality of the arbitration proceeding and must not disclose to any third party: (a) the substance of, or basis for, the controversy, dispute or claim; (b) the substance or content of any settlement offer, settlement discussions, or offers associated with the dispute; (c) the pleadings, or the content of any pleadings, or exhibits thereto, filed in any arbitration proceeding; (d) the content of any testimony or other evidence presented at the arbitration hearing of any arbitration award; and (e) the rulings of the arbitrator on any procedural and/or substantive issues involved in the case. In the event a Party fails to pay the full amount of any award, information relating to the award may be used in seeking entry of judgment on the award.

#### **Injunctive Relief.**

Notwithstanding the foregoing, nothing in this Agreement will prevent any Party from applying to and obtaining from any court having jurisdiction a temporary restraining order, preliminary injunction or other preliminary relief to safeguard and protect the status quo or a Party's interests and rights that may be subject to irreparable harm pending the outcome of an arbitration proceeding, including without limitation rights with respect to Confidential Information, the Company's Marks, and Intellectual Property Rights. The institution of any action under this subsection shall not constitute a waiver of the right or obligation of any Party to submit all claims to arbitration.

#### **Penalty**



If the Ambassador initiates litigation outside of arbitration in violation of the provisions of this Section, and upon demand by the Company fails to submit the matter to arbitration, the Ambassador shall be liable to the Company for all costs, expenses and reasonable attorneys' fees and expert witness costs incurred in compelling arbitration of the matter.

### **Governing Law, Jurisdiction and Venue**

This Agreement, its interpretation and enforcement, and all claims arising out of or relating to this Agreement, whether asserted in law, contract-based, tort-based or otherwise, and including, without limitation, substantive claims or defenses asserted within any arbitration proceeding, shall be governed by the laws of Malta, except its conflict of law provisions, and the Parties agree to the exclusive jurisdiction of the Maltese Courts and/or Tribunals in relation to all matters concerning and arising from this Agreement. To the extent permitted at law, the Ambassador waives any and all objections to such venue, including without limitation, personal jurisdiction and forum non-conveniens.

### **Beneficiaries**

This Section shall inure to the benefit of the Company and all of its parents, subsidiaries, affiliates, officers, directors, members, managers, agents, employees and independent contractors, any of whom shall be entitled to invoke or seek enforcement of this Section, and shall cover all claims asserted against any of them that arise out of or in relation to this Agreement or the relationship between the Parties.

### **Survival**

The provisions of this Section shall survive the expiration or termination of this Agreement.

## **CONFIDENTIALITY, INTELLECTUAL PROPERTY AND PUBLICITY**

### **Confidentiality**

You acknowledge and agree that the Company's Confidential Information and proprietary information belongs solely and exclusively to the Company. You must not: (a) use the Company's Confidential Information or proprietary information for any purpose other than to perform under this Agreement; or (b) disclose or divulge to any third-party any Confidential Information or any other proprietary information of the Company without the prior written consent of the Company or as otherwise expressly permitted in the Policies. For the purposes of this Agreement, "Confidential Information" means any information and reports we provide to you regarding the Company's business and operation, products (including without limitation any formulae), trade secrets, computer programs and research projects, intellectual property, our network, the identity and contact information of other Ambassadors and Customers, sales information, achievements and other information we provide to you in connection with running and growing your Collaboration. Confidential Information shall however not include any such information that previously has been disclosed to the public by the Company or is in the public domain (other than by reason of your violation of this Agreement). You acknowledge that the Company shall only provide you with Confidential Information on the basis of this agreement of confidentiality and nondisclosure.

### **Intellectual Property**

You agree that: (a) the Products, the Company Marks and Confidential Information are proprietary to the Company; (b) the Company retains exclusive ownership of all Intellectual Property Rights in the Products and the Website, the Company and Confidential Information; and (c) if you acquire any Intellectual Property Rights in or relating to any Product, the Company Mark and/or



Confidential Information by operation of law or otherwise, those rights are deemed and are irrevocably assigned to the Company without further action by either Party. You will take all reasonable measures to protect the Company's Intellectual Property Rights in the Products, the Company's Marks and Confidential Information. Other than the express licenses granted in this Agreement, the Company grants no right or license to you, by implication, estoppel or otherwise, to the Products, the Company's Marks, Confidential Information or any Intellectual Property Rights of the Company. "Intellectual Property Rights" mean any and all current and future intellectual property rights comprising or relating to: (i) the Product (including without limitation the formulae); (ii) works of authorship, including but not limited to copyrights, moral rights, and mask-work rights, whether or not copyrightable, and including software and firmware and all associated data, data files, databases, specifications, and documentation; (iii) patents, patent rights, rights of priority and design rights; (iv) trade secret rights; (v) trademark rights (including service mark rights) and trade dress rights; (vi) all other intellectual and industrial property rights of every kind and nature which may exist anywhere in the world, whether registered or unregistered; and (vii) any and all applications and registrations, renewals, extensions, provisionals, continuations, continuations-in-part, divisions, reissues or re-examinations of any of the foregoing.

### **Use of Name**

The Company owns all the Company trademarks, trade names, logos, and copyrighted images and content (each the "Company's Mark"). You may not use the Company's Mark without express written approval from the Company. The Company grants you a limited license to use the Company's Marks to promote your Collaboration, as provided for and subject to the limitations in this Agreement and the Policies, as applicable. Unless otherwise published in an official Company publication, you are also prohibited from using the name, testimonial, and/or image or likeness of other Ambassadors, without express written consent from such other Ambassadors and the Company. You further acknowledge and agree that the Company is permitted to use your name, testimonial, and/or image or likeness in connection with advertising, promoting and publicizing the opportunities available through the Company, the Products or any Company-related event.

### **News or Media Requests**

You are not permitted to respond to any news or media requests without the Company's express written approval. You must refer all such inquiries to the Company immediately.

### **Injunctive Relief**

You acknowledge and agree that if you violate any term of this Section, the Company will be irreparably harmed and calculation of the full extent of the Company's damages will be difficult. You therefore stipulate that the Company shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against you, and all those acting in concert with you, to prevent and enjoin any violation of this Section. This remedy is in addition to any other legal remedies to which the Company may be entitled, including without limitation, disciplinary sanctions and recovery of damages caused by the Ambassador's breach.

### **Privacy Policy**

In line with its Privacy Policy, the Company values the Ambassador's privacy by not requesting any information that is unnecessary for their Collaboration and/or the entering into this Agreement or to abide with obligations under applicable law. The Company commits itself to do its utmost to ensure that its directors, officers, members, employees, agents, attorneys, representatives, affiliates and associates shall not disclose to any person, any non-public proprietary, documents or confidential information which may have been obtained as a result of the relationship between the Parties except to the extent necessary further to any law, regulations, rules or agreements.



Nevertheless, the Company shall be entitled, at any time, to request from the Ambassador information and/or documentation that the Company, in its sole discretion, deems fit and necessary in order to comply with any applicable law or regulation. The Ambassador agrees to provide the Company with such information promptly upon request, and acknowledges that the Company may not allow the Ambassador's Collaboration until he provides such requested information and the Company has determined that it is permissible under applicable law or regulation. The Company reserves the right to require more due diligence documentation in compliance with any new or amended regulation which may come into force in the future.

Furthermore, the duty of confidentiality does not extend to communications in furtherance of an illegal purpose nor to documents or facts showing the commission of a crime or fraud. Moreover, the Company is subject to the duty (without need of informing the Ambassador) to notify the relevant authorities if the Company suspects that any property or money represents proceeds of corruption, drug trafficking or other illicit activities. The Company shall not suffer any consequences due to any disclosure where the Company acts in good faith in accordance with applicable law and the Ambassador acknowledges that the Company is not bound by confidentiality obligations when the disclosure is necessary in the Company's opinion to protect its own interests.

### **Survival**

The provisions of this Section shall survive expiration or termination of this Agreement.

## NOTICE

Except as otherwise provided in this Agreement or in the Policies, all notices, approvals, waivers and other communications (other than routine operational communications), will be in writing and will be deemed duly given: (a) by personal delivery; (b) one (1) business day after being given to an express courier with a reliable system for tracking delivery; (c) five (5) business days after the date of mailing; (d) one (1) calendar day after the date of emailing; or (e) upon receipt by any other method of delivery:

If to the Ambassador:

If to the Company:     **Endo-Cbox Limited**  
2, Spinola Road,  
St. Julians STJ 3014,  
Malta

The Company reserves the right to use, as an alternative method of notice, mailers or other normal channels of mass communication (such as posting on our website), if appropriate under the circumstances.

## MISCELLANEOUS





### **Assumption of Risk**

You understand and agree that while traveling to or from any Company-related meetings, events, activities, workshops, incentive trips, or other gatherings, you assume all risk and responsibility for yourself and your guests. Your assumption of this risk will not be affected by whether or not your attendance is based, in whole or in part, by invitation from, or agreement with, the Company or the Company's payment of any travel or attendance-related expenses.

### **Force Majeure**

The Company shall not be liable under any theory for any condition or circumstances caused by force majeure, including but not limited to strikes, labour difficulties, riots, war, fire, natural disasters, death, pandemics or endemics, curtailment or interruption of a source of supply, or government decrees or orders.

### **Integrated Agreement & Modification**

Together with this Agreement, the Policies, and all annexes (including without limitation the Compensation Plan attached as Annex A), attachments, appendices, and addenda to this Agreement, all as may be amended from time to time, constitute the entire agreement of the Parties concerning the subject matter of this Agreement. This Agreement supersedes any and all prior oral or written agreements or understandings between you and the Company, including any representations by the Company or other Ambassadors not explicitly made in this Agreement. Except as expressly provided for in this Agreement, this Agreement may be amended only in writing and accepted by both Parties. However, to the extent that there is a conflict between the terms and conditions of this Agreement and the requirements of the Policies, the Policies will prevail.

### **Assignment**

The Company may freely assign all or any part of this Agreement, without your consent, to any of the Company's affiliates (including any parent or subsidiary) or incidental to a sale, transfer, or other disposition by the Company of all or substantially all of its assets, change of control, or merger. You may not assign, delegate, transfer or sell your Collaboration rights, or any of your rights or duties under this Agreement, without the prior written consent of the Company. Any assignment, delegation, transfer or sale must be done in accordance with and subject to the requirements in the Policies. You understand and agree that you forfeit your rights to the Collaboration and any rights under this Agreement immediately upon execution of an assignment, transfer or sale. You may not submit a new Ambassador Application for at least six (6) months following the assignment, transfer or sale of your Collaboration rights. All benefits under this Agreement shall accrue and inure to each Party's valid and legal assigns.

### **No Waiver & No Defense**

No waiver or failure to exercise any option, right or privilege under the terms of this Agreement (including the right to require compliance with the terms of this Agreement or Applicable Law) on any occasion or occasions shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion. Nor shall the existence of any claim or cause of action against the Company constitute a defense to the Company's enforcement of this Agreement.

### **Severability**

If any provision of this Agreement is determined to be invalid or unenforceable pursuant to Applicable Law including, but not limited to, the disclaimer of warranty, liability limitations and arbitration requirements set forth above, then the invalid or unenforceable provisions will be deemed superseded by a valid, enforceable provision that most closely match the intent of the



original provision, and the remainder of this Agreement shall continue in full force and effect. Any provision of this Agreement that is invalidated or otherwise rendered unenforceable in any jurisdiction, is ineffective only to the extent of such invalidation or unenforceability in that jurisdiction, and only within that jurisdiction.

### **Survival**

Each Party's respective obligations under this Agreement which by their nature would continue beyond the termination or expiration of this Agreement shall survive. This includes, by way of example but without limitation, the obligations provided in relation to indemnification, effect of termination of the Agreement, disclaimers and limitation of liability, dispute resolution, confidentiality, intellectual property and publicity, notices and the miscellaneous provisions.

### **Signature**

Each Party may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed electronically through any means. The Ambassador waives any right to raise any defense or waiver based upon execution of this Agreement by electronic means or maintenance of the executed agreement electronically.