# **Ambassador Agreement**

# **Photography And Content Release**

I hereby assign full copyright of these photographs to the Coconut Bikinis, LLC (and the related representatives and assigns) together with the right of reproduction either wholly or in part. I grant to Coconut Bikinis, LLC or licensees or assignees the permission to can the above-mentioned photographs either separately or together, either wholly or in part, the perpetual and irrevocable and unrestricted right to use and publish video and/or photographs of me, or where I may be included for editorial trade, product advertising and such other fashion /business purpose in any manner and medium.

Coconut Bikinis, LLC and licensees or assignees may have unrestricted use of these for whatever purpose, including advertising, with any retouching or alteration without restriction. I agree that the above mentioned photographs and any reproductions shall be deemed to represent an imaginary person, and further agree that the Photographer or any person authorized by or acting on his or her behalf may use the above mentioned photographs or any reproductions of them for any advertising purposes or for the purpose of illustrating any wording, and agree that no such wording shall be considered to be attributed to me personally unless my name is used.

Provided my name is not mentioned in connection with any other statement or wording which may be attributed to me personally, I undertake not to Prosecute or to institute proceedings, claims or demands against either Coconut Bikinis, LLC or its agents in respect of any usage of the above mentioned photographs. I hereby release Coconut Bikinis, LLC from all claims and liability relating to images, video or photographs taken of me. I have read this model release form carefully and fully understand its meanings and implications.

# **Independent Contractor Agreement**

# **General Terms**

A. **Relationship and Scope**. The Parties hereby agree that Contractor shall perform the following service(s) in exchange for the compensation set forthherein:

- 1. Promote custom made bikinis
- 2. Share on social media profiles and generate bikini sales thru permalink provided by Coconut Bikinis LLC
- 3. Describe to customers and fans the construction and features of bikinis

The Parties mutually acknowledge and agree that, as set forth more fully in of this Agreement, it is their intention that Contractor's business relationship with Coconut Bikinis, LLC shall be that of an independent contractor.

The Parties agree that, in practice, their relationship shall be as set forth in this Agreement and neither Party shall have the right, or any obligation, or be permitted, to conduct itself in any manner inconsistent with the terms of this Agreement.

### **Termination of Agreement for Cause**

Coconut Bikinis, LLC shall also have the right to terminate this Agreement immediately for Cause upon written notice to Contractor. As used in this Agreement, "Cause" shall mean: (1) breach of any obligation of Contractor under this Agreement including, without limitation, confidentiality obligations; (2) commission by Contractor of any act of dishonesty, fraud, theft or harassment in connection with the performance of the Services; (3) unethical or illegal conduct by Contractor in connection with the performance of the Services; or (4) Contractor's neglect or poor performance of the Services which conduct continues or resumes after written notice to Contractor.

#### Compensation

Coconut Bikinis, LLC shall compensate Contractor for the Services to be performed under this Agreement at the rate of **25%** by Contractor sales pursuant to this Agreement.

# **Independent Contractor**

Contractor shall have the sole right and responsibility to determine the manner, method, and means of performance by which Contractor shall render the Services under this Agreement, consistent with the nature of the Services being provided by Contractor and subject to any reasonable requests of Coconut Bikinis, LLC.

Notwithstanding the forgoing, Contractor agrees to adhere to any applicable policies and procedures as may be required of Coconut Bikinis, LLC by law.

No Training. Coconut Bikinis, LLC shall have no obligation to provide and shall not provide any training to Contractor in the performance of Services under this Agreement.

No Authority to Bind Other Party. Neither Contractor nor Coconut Bikinis, LLC shall have any authority to bind the other Party or hold itself out to third parties as having any such authority.

Own Equipment, Transportation, Facilities; No Uniforms. Contractor shall be solely responsible for providing its own supplies Contractor deems necessary to perform the Services under this Agreement.

Taxes; Documentation.

Contractor shall be responsible for, and agrees to comply with, all its obligations under applicable federal, state, and local tax laws for payment of income taxes and, if applicable, selfemployment taxes and any other taxes, contributions, payments, or premiums required by law. Because Contractor is not an employee of Coconut Bikinis, LLC for tax or other purposes, the Parties agree that Coconut Bikinis, LLC shall not withhold from Contractor any amounts for federal, state, or local taxes, nor shall Coconut Bikinis, LLC make any premium payments or contributions for FICA, FUTA, state unemployment insurance premiums, worker's compensation or othersimilar tax, or benefit for Contractor.

compensation for all iis understood and agreed that Coconut Bikinis, LLC shall provide Contractor with a PayPal commission payment in accordance with applicable federal, state, and local income tax laws. To the extent either Party is required by law to demonstrate compliance with any applicable laws, each Party agrees to cooperate with the other Party and provide the other with documentation (other than confidential business or personal information) to show such compliance.

### No Participation in any Coconut Bikinis, LLC Employee Benefit Plans.

Contractor understands and agrees that it shall not be entitled to participate in any of Coconut Bikinis, LLC employee benefit plans or receive any fringe benefits, which are available only to employees of Coconut Bikinis, LLC. Contractor will provide any fringe benefits to itself and/or its employees.

Non-Exclusive Services: Right to Conduct Own Business. Contractor's Services to Coconut Bikinis, LLC are not exclusive, and Contractor shall have the right to provide services to other recipients, if Contractor so desires.

No Obligation to Continue the Business Relationship: Nothing set forth in this Agreement shall require Contractor or Coconut Bikinis, LLC to expand the Parties' business relationship beyond the Services to be provided in this Agreement or continue the Parties' business relationship beyond the Term set forth in this Agreement. Contractor shall have no obligation to accept future service requestsfrom Coconut Bikinis, LLC.

#### **Miscellaneous**

# **Choice of Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its choice of law principles.

#### Indemnification

Contractor hereby indemnifies, defends and holds harmless Coconut Bikinis, LLC (and its trustees, members, partners, officers, employees, agents, representatives, and affiliates) from

and against any losses, liabilities, damages, causes of action, judgments, costs and expenses (including, but not limited to, reasonable legal fees and expenses) which result from Contractor's negligent or intentional breach of this Agreement or from Contractor's negligence or willful misconduct. The obligations of this Section shall survive the expiration or termination of this Agreement.

### **Assignment**

This Agreement is personal to the Parties hereto and may not be assigned by Contractor without the prior written consent of Coconut Bikinis, LLC.

#### **Binding on Successors**

Subject to the restrictions on assignment contained herein, this Agreement shall inure to the benefit of the Parties hereto, and shall be binding upon the Parties hereto and their respective successors, personal representatives, heirs and assigns.

# Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

# **Entire Agreement; Counterparts.**

This Agreement contains the entire agreement of the Parties. No provision of this Agreement may be changed orally; modifications may only be effected by written agreement signed by the Parties hereto and as otherwise specifically set forth herein. Signatures to this Agreement may be transmitted by email or in .pdf format and in one or more counterparts, each of which shall, for all purposes, be deemed an original and fully enforceable as an original, and all such counterparts, taken together, shall constitute one and the same agreement, even though both of the Parties may not have executed the same counterpart of this Agreement.