

BRAND AMBASSADOR TERMS OF SERVICE

Foreword

Our affiliates are very important to us. We do our best to treat you with the fairness and respect you deserve. We simply ask the same consideration of you. We have written the following affiliate agreement with you in mind, as well as to protect our company's good name. So please bear with us as we take you through this legal formality. Note that this is an agreement between affiliates and Defender Gear. **This does not make you a Defender Gear wholesaler. You are not permitted to resell Defender Gear products unless pre-approved.** To apply for a reseller wholesaler license, email info@defender-gear.com.

If you have any questions, please don't hesitate to let us know. We are strong believers in straight-forward and honest communication. For quickest results please email us at brandambassador@defender-gear.com.

AFFILIATE AGREEMENT

PLEASE READ THE ENTIRE AGREEMENT. YOU MAY PRINT THIS PAGE FOR YOUR RECORDS. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND DEFENDER GEAR. BY SUBMITTING THE ONLINE APPLICATION YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH TERM AND CONDITION.

Overview

This Agreement contains the complete terms and conditions that apply to you becoming an affiliate in Defender Gear's Brand Ambassador Program. The purpose of this Agreement is to allow HTML linking between you, your online profiles, and your website, and Defender Gear's website. Please note that throughout this Agreement, "we," "us," and "our" refer to Defender Gear, and "you," "your," and "yours" refer to the affiliate.

Affiliate Obligations

2.1. To begin the enrollment process, you will complete and submit the online application on Defender Gear website. Defender Gear will review your application in order for you to be approved as a Defender Gear Brand Ambassador. We reserve the right to approve or reject ANY Defender Gear Brand Ambassador Program Application in our sole and absolute discretion. You will have no legal recourse against us for the rejection of your Application.

We may cancel or reject your application if we determine that you are unsuitable for our program if your online profiles or websites:

2.1.1. Contain or promote sexually explicit materials

2.1.2. Contain or promote violence

2.1.3. Contains or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age

2.1.4. Contains or promotes illegal activities

2.1.5. Incorporates any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law

2.1.6. Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion.

2.1.7. Contains software downloads that potentially enable diversions of commission from other affiliates in our program.

2.1.8. You may not create or design your website or any other website that you operate, explicitly or implied in a manner which resembles our website nor design your website in a manner which leads customers to believe you are Defender Gear or any other affiliated business.

2.1.9. You are not permitted to use Defender Gear's logo, artwork, intellectual property.

Affiliate Obligations (Continued)

- 2.2. As a member of Defender Gear's Brand Ambassador Program, you will have access to Omnistar's Affiliate Dashboard, a third party software used to manage our affiliate program. Here you will be able to review our program's details, download HTML code (that provides for links to web pages within the Defender Gear website) and banner creatives that are shareable or easy to email, and your personal affiliate link that you can share to gain commission. In order for us to accurately keep track of all guest visits from your site to ours, you must use the affiliate link that we provide for you in the form of banners, text links, or other affiliate links we provide you with.
- 2.3. Defender Gear reserves the right, at any time, to review your placement and approve the use of your links and require that you change the placement or use to comply with the guidelines provided to you.
- 2.4. The maintenance and the updating of your site will be your responsibility. We may monitor your site and social media as we feel necessary to make sure that it is up-to-date and to notify you of any changes that we feel should enhance your performance.
- 2.5. It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your site. You must have express permission to use any person's copyrighted material, whether it be a writing, an image, or any other copyrightable work. We will not be responsible (and you will be solely responsible) if you use another person's copyrighted material or other intellectual property in violation of the law or any third party rights.
- 2.6. Affiliates are expected to follow the FTC guidelines for affiliate marketing and disclose your site or post contains affiliate links and you may receive a commission for purchases made through these links.

Defender Gear Rights and Obligations

- 3.1. We have the right to monitor your site and social media at any time to determine if you are following the terms and conditions of this Agreement. We may notify you of any changes to your site or accounts that we feel should be made, or to make sure that your links to our web site are appropriate and to notify further you of any changes that we feel should be made. If you do not make the changes to your site or accounts that we feel are necessary, we reserve the right to terminate your participation in the Defender Gear Brand Ambassador Program.
- 3.2. Defender Gear reserves the right to terminate this Agreement and your participation in the Defender Gear Brand Ambassador Program immediately and without notice to you should you commit fraud in your use of the Defender Gear Brand Ambassador Program or should you abuse this program in any way. If such fraud or abuse is detected, Defender Gear reserves the right to decline any commission of an order that is deemed to be fraudulent or if any attempt is made to steal from the affiliate program.
- 3.3. The term of this Agreement begins upon your acceptance in the Program and will end when your Affiliate account is terminated.
 - 3.3.1 The terms and conditions of this agreement may be modified by us at any time. If any modification to the terms and conditions of this Agreement are unacceptable to you, your only choice is to terminate your Affiliate account. Your continuing participation in the Program will constitute your acceptance of any changes.
- 3.4 Defender Gear may choose to invite anyone who is part of the affiliate program to any photoshoot that Defender Gear is doing in any specific area. Defender Gear has the right to choose who they wish to invite. Anyone that is part of the affiliate program has a chance to get a free invitation for a photoshoot; however, no affiliate can demand a free photoshoot from Defender Gear at any time.
- 3.5 Anytime any affiliate wears Defender Gear apparel and posts an image of them wearing that apparel on their social media account, Defender Gear reserves the right to repost, share, or make mention of the user and their photo on Defender Gear's social media accounts. Defender Gear may also use any images of Defender Gear apparel posted on social media on the website to promote Defender Gear.

Termination

Either you or we may end this Agreement AT ANY TIME, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email or fax. In addition, this Agreement will terminate immediately upon any breach of this Agreement by you.

Modification

We may modify any of the terms and conditions in this Agreement at any time at our sole discretion. Modifications may include, but are not limited to, changes in the payment procedures and Defender Gear's Brand Ambassador Program rules. If any modification is unacceptable to you, your only option is to end this Agreement. Your continued participation in Defender Gear's Brand Ambassador Program following the posting of the change or new Agreement on our site will indicate your agreement to the changes.

Payment



Defender Gear uses a third party to handle all of the tracking and payment called Omnistar. Through Omnistar, Defender Gear will pay out commission when requested from the affiliate. The affiliate can only request payment from Defender Gear when there is at least \$100 in their affiliate account. The payment will be processed through Paypal using the affiliate's email address which should be connected to a Paypal account. It may at least 30 days for payment to be processed after payment is requested and approved.

Access to Affiliate Account Interface

You will create an account by providing an email address and password so that you may enter Omnistar's secure affiliate account interface. Your account will not be accessible until your application is approved by Defender Gear. From this account interface you will be able to receive your reports that will describe our calculation of the commissions due to you. You can track all your account activity, access your affiliate link, access banners and social media posts that you can share to promote Defender Gear and track any orders made through your affiliate link, request payment after reaching at least \$100 in commission, update your profile and account information and more.

Promotion Restrictions

- 8.1. You are free to promote your own websites and social media accounts, but naturally any promotion that mentions Defender Gear could be perceived by the public or the press as a joint effort. You should know that certain forms of advertising are always prohibited by Defender Gear. For example, advertising commonly referred to as "spamming" is unacceptable to us and could cause damage to our name. Other generally prohibited forms of advertising include the use of unsolicited commercial email (UCE), postings to non-commercial newsgroups and cross-posting to multiple newsgroups at once. In addition, you may not advertise in any way that effectively conceals or misrepresents your identity, your domain name, or your return email address. You may use emailings to customers to promote Defender Gear so long as the recipient is already a customer or subscriber of your services or web site, and recipients have the option to remove themselves from future mailings. Also, you may post to newsgroups to promote Defender Gear so long as the news group specifically welcomes commercial messages. At all times, you must clearly represent yourself and your web sites as independent from Defender Gear. If it comes to our attention that you are spamming, we will consider that cause for immediate termination of this Agreement and your participation in the Defender Gear Brand Ambassador Program. Any pending balances owed to you will not be paid if your account is terminated due to such unacceptable advertising or solicitation.
- 8.2. Affiliates that among other keywords or exclusively bid in their Pay-Per-Click campaigns on keywords such as defender-gear.com, defender gear, www.defender, www.defender-gear.com, and/or any misspellings or similar alterations of these – be it separately or in combination with other keywords – and do not direct the traffic from such campaigns to their own website prior to re-directing it to ours, will be considered trademark violators, and will be banned from Defender Gear's Brand Ambassador Program. We will do everything possible to contact the affiliate prior to the ban. However, we reserve the right to expel any trademark violator from our affiliate program without prior notice, and on the first occurrence of such PPC bidding behavior.

Promotion Restrictions (Continued)

8.3. Affiliates are not prohibited from keying in prospect's information into the lead form as long as the prospects' information is real and true, and these are valid leads (i.e. sincerely interested in Defender Gear's service).

Grant of Licenses

- 9.1. We grant to you a non-exclusive, non-transferable, revocable right to (i) access our site through HTML links solely in accordance with the terms of this Agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the "Licensed Materials") that we provide to you or authorize for such purpose. You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of Defender Gear's Brand Ambassador Program. You agree that all uses of the Licensed Materials will be on behalf of Defender Gear and the goodwill associated therewith will inure to the sole benefit of Defender Gear.
- 9.2. Each party agrees not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

Disclaimer

DEFENDER GEAR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING DEFENDER GEAR SERVICE AND WEB SITE OR THE PRODUCTS OR SERVICES PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF DEFENDER GEAR ABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

Representations and Warranties

You represent and warrant that:

- 11.1. This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;
- 11.2. You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party;
- 11.3. You have sufficient right, title, and interest in and to the rights granted to us in this Agreement.

Limitations of Liability

WE WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL DEFENDER GEAR'S CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS AGREEMENT.

Indemnification

You hereby agree to indemnify and hold harmless Defender Gear, and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your site, including, without limitation, content therein not attributable to us.

Confidentiality

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiations or the effective term of this Agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

Miscellaneous

- 15.1. You agree that you are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Defender Gear. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on Your Site or otherwise, that reasonably would contradict anything in this Section.
- 15.2. Neither party may assign its rights or obligations under this Agreement to any party, except to a party who obtains all or substantially all of the business or assets of a third party.
- 15.3. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina without regard to the conflicts of laws and principles thereof.
- 15.4. The Agreement is an electronic contract that sets out the legally binding terms of your participation in the Defender Gear Brand Ambassador Program. You indicate your acceptance of this Agreement and all of the terms and conditions contained or referenced in this Agreement by completing the Defender Gear application process. This action creates an electronic signature that has the same legal force and effect as a handwritten signature.
- 15.5. This Agreement represents the entire agreement between us and you, and shall supersede all prior agreements and communications of the parties, oral or written.
- 15.6. The headings and titles contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.
- 15.7. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.