

AMBASSADOR AGREEMENT

Location: _____ Effective Date: _____

Ambassador Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Company Information:

Company Name: _____

Registered Address: _____

Company Representative: _____

Phone/Email: _____

Engagement Details:

Scope of Work: _____

Territory: _____

Term of Agreement: _____

Compensation and Payment Terms:

Compensation Structure: _____

Payment Schedule: _____

Confidentiality and Non-Disclosure:

Ambassador agrees to maintain the confidentiality of all proprietary and confidential information received during the term of this Agreement and shall not disclose such information except as authorized by the Company or required by law.

Clause 1 – Appointment and Acceptance

Company hereby appoints Ambassador as a non-exclusive representative to promote and market Company's products and services within the agreed territory under the terms of this Agreement. Ambassador accepts such appointment and agrees to comply with all terms herein.

Clause 2 – Duties and Obligations

Ambassador shall use best efforts to promote Company's business, maintain professional standards, comply with all applicable laws, and avoid any activities that could harm the Company's reputation or business interests.

Clause 3 – Independent Contractor

Ambassador is engaged as an independent contractor and nothing herein shall be construed to create an employer-employee relationship, partnership, joint venture, or agency other than as expressly set forth.

Clause 4 – Compensation

Company agrees to pay Ambassador compensation as set forth in this Agreement, subject to applicable tax withholdings and reporting requirements. Compensation shall be contingent upon Ambassador's performance and as detailed in the Compensation and Payment Terms section.

Clause 5 – Term and Termination

This Agreement shall commence on the Effective Date and continue until terminated by either party upon written notice. Termination may be for any reason, with or without cause, subject to any post-termination obligations set forth herein.

Clause 6 – Confidentiality

Ambassador acknowledges that during the term of this Agreement, Ambassador may receive confidential and proprietary information. Ambassador agrees to keep such information confidential and to use it solely for performing obligations under this Agreement.

Clause 7 – Intellectual Property

All intellectual property rights, including trademarks, copyrights, and patents pertaining to Company's products and services, shall remain the exclusive property of the Company. Ambassador shall have no rights or licenses except as expressly granted in writing.

Clause 8 – Compliance with Laws

Ambassador agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances relating to the performance of this Agreement including, but not limited to, anti-corruption, export control, and data privacy laws.

Clause 9 – Indemnification

Ambassador shall indemnify, defend, and hold harmless Company from any claims, damages, liabilities, costs, and expenses arising out of Ambassador's breach of this Agreement, negligence, or willful misconduct.

Clause 10 – Limitation of Liability

Except for indemnification obligations or breaches of confidentiality, neither party shall be liable to the other for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement.

Clause 11 – Notices

Any notice required or permitted under this Agreement shall be in writing and deemed received upon delivery if delivered by hand, by certified mail, or by nationally recognized overnight courier to the addresses specified herein or such other addresses as designated in writing.

Clause 12 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles. The parties agree to submit to the exclusive jurisdiction of the state and federal courts located within _____ County, _____.

Clause 13 – Dispute Resolution

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt to resolve the dispute amicably through good faith negotiations. If negotiations fail, disputes shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

Clause 14 – Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications and proposals, whether oral or written, relating to its subject matter.

Clause 15 – Amendments

Any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both parties.

Clause 16 – Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' original intent.

Clause 17 – Waiver

No waiver of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach or default. All waivers must be in writing.

Clause 18 – Assignment

Ambassador may not assign or delegate any rights or obligations under this Agreement without the prior written consent of Company. Company may assign this Agreement without Ambassador's consent.

Clause 19 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Clause 20 – Signatures

The parties have executed this Agreement as of the Effective Date by their duly authorized representatives.

AMBASSADOR'S SIGNATURE

COMPANY REPRESENTATIVE'S SIGNATURE

Signature: _____

Signature: _____

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