

AMBASSADOR PROGRAM TERMS AND CONDITIONS

SUMMARY OF THE AMBASSADOR PROGRAM

- ❑ Earn a commission for every new referral that you bring to Later. Later will track all the customers that sign up for eligible Later products using the unique Link provided to you through the Ambassador Program and pay you a percentage of the first month of their subscription fee.
- ❑ All of the content that you create is your own. Everything that you post under the Ambassador Program will have approved Later branding but you retain 100% ownership of your content.
- ❑ Have your content shared with Later's audience. Later may share or repost any content posted under the Ambassador Program, and you will be paid a promotion fee if Later pays to boost your content that it has shared or reposted.
- ❑ Be an ethical Ambassador. All of your content posted during the Ambassador Program will be ethical and in line with Later's Social Media Guidelines.

See the detailed terms and conditions below for more information.

TERMS AND CONDITIONS

1. Referral Tracking

- (a) Ambassador may refer a prospective customer in respect of eligible Later Products.
- (b) Later shall create Links and supply these to Ambassador which will allow Later and Later's partners to track Referrals.
- (c) Ambassador must implement the Links in accordance with Later's written instructions, maintain them during the Term as fully operational, and ensure they are updated in accordance with Later's written instructions.

2. IP Licenses, Branding and Ownership

- (a) Later grants Ambassador a non-exclusive, non-transferable, revocable, limited, royalty-free license to display the Marks solely for the purpose of promoting a Referred Customer's brand and brand content through Ambassador's Online Outlets.
- (b) Unless otherwise approved by Later, Ambassador shall only display the Marks while promoting a Referred Customer's brand and brand content and shall do so only in a manner consistent with the Social Media Guidelines and Ambassador shall not, in any manner, associate the Marks with any product or service of Ambassador or a third party that is not a Referred Customer.
- (c) Ambassador grants to Later a perpetual, irrevocable, transferrable, non-exclusive, royalty-free, fully-sublicensable right and license to use, reproduce, print, publish and disseminate, and to authorize others to use, reproduce, print, publish and disseminate, by any means and in any medium, for the purpose of attributing to Ambassador any Content which is used by Later in Later's general marketing activities, including on any Online Outlet, in accordance with this Agreement: (i) the name of Ambassador; (ii) Ambassador's likeness; (iii) Ambassador's professional affiliations, companies, and trade names ("Business Affiliations"); and (iv) Ambassador's social media handles and accounts, including any such handles or accounts associated with Ambassador's Business Affiliations.

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(d) Ambassador, on its own behalf and on behalf of each individual who appears in any Content (each a "Participant"), confirms that:

- (i) Each Participant has irrevocably agreed and consented that Later and its assigns and licensees may use all or part of visual and/or audio recordings of Participant which form part of the Content in any advertising or promotional materials;
- (ii) Later and its assigns and licensees have the right to use each Participant's picture, image, silhouette and other reproductions of each Participant's likeness and voice in connection with any Content, and in any advertising material promoting it, and that the Participant has waived, to the fullest extent possible, any privacy rights the Participant has with respect to the Content;
- (iii) Later and its assigns and licensees may edit each Participant's appearance as it sees fit;
- (iv) The rights granted in this Section 2(d) are perpetual, irrevocable, transferrable, non-exclusive, royalty-free, fully-sublicensable and include the use of the Content in any medium, including online platforms; and,
- (v) Company and its assigns and licensees are not obliged to make any use of the Content or exercise any of the rights granted by this agreement.

(e) Nothing this Agreement shall be construed to grant to either party any right, title, interest or license in any Intellectual Property rights owned by the other party, which for Later includes the Marks and all Intellectual Property rights embodied in or associated with the Products, including any materials published or made available by Later in relation to the Products, in any form or medium.

3. Commission and Payment

(a) Ambassador may implement Links in their Online Outlets. Later shall pay Commission in respect of each Referral from such Links in accordance with Schedule A.

(b) If Later pays an Online Outlet to promote any reposted Content, Later shall pay a fee to Ambassador in respect of the use of such Promoted Content in accordance with Schedule A. No fee will be owed or payable to any Participant.

4. Independent Contractor

(a) Later engages Ambassador as an independent contractor and Ambassador accepts such engagement and agrees to provide the Referrals to Later to the best of Ambassador's ability and in accordance with the terms and conditions of this Agreement.

(b) Ambassador shall at all times be an independent contractor with control over the manner and means of Ambassador's performance. Ambassador is not an employee or agent of Later and Ambassador shall not purport to be acting as Later's agent, or enter into any agreements on behalf of Later or otherwise bind or purport to bind Later, or cause Later to incur liability, in any manner whatsoever.

5. Term and Termination

(a) This Agreement will commence on the Effective Date and shall continue until either party terminates this Agreement by providing 10-days written notice to the other party or pursuant to 5(b) below.

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(b) Later may also terminate this Agreement immediately on written notice if Ambassador breaches this Agreement or is found guilty of a crime or, in the opinion of Later, Ambassador has engaged in unethical or immoral conduct, conduct that may otherwise disparage Later's reputation, conduct in contravention of the Social Media Guidelines or conduct that otherwise violates Section 7(a) below.

(c) Upon termination of this Agreement, Later's obligations to Ambassador under this Agreement shall terminate except for Later's obligation to pay any Commissions or Promotion Fees due and payable at the time of such termination in accordance with the terms and conditions of this Agreement. Notwithstanding the foregoing, Later will not be obligated to pay to Ambassador any Commissions or Promotion Fees otherwise due and payable in accordance with the terms and conditions of this Agreement if Later terminates this Agreement pursuant to Section 5(b).

(d) Should this Agreement be terminated for any reason, any license granted to Ambassador under this Agreement shall be immediately terminated and Ambassador shall cease using the Marks and shall promptly remove all Marks from Ambassador's posted content.

(e) For clarity, following termination of this Agreement, the following sections and all definitions and provisions supporting such sections will survive in full force and effect, in perpetuity: Sections 6, 7 and 9.

6. Confidential and Proprietary Information

(a) Except as required by law, Ambassador shall not disclose or reproduce any information relating to Later or its affiliates, shareholders, customers, or licensors or their respective businesses that is disclosed to Ambassador in the course of this Agreement (the "**Confidential Information**"). Ambassador shall only use the Confidential Information as necessary to exercise its rights or perform its obligations under this Agreement. This term will survive termination of this Agreement.

(b) Confidential Information does not include information that is: (i) already known by Ambassador without an obligation of confidentiality; (ii) publicly known through no fault of Ambassador; (iii) rightfully received from a third party without any obligation of confidentiality; or (iv) independently developed by Ambassador.

7. Brand Protection

(a) Ambassador will not: (i) disparage Later or any of its affiliates, directors, officers, employees or products on social media or otherwise, (ii) publish any content that is defamatory, offensive, pornographic, contrary to the Social Media Guidelines or that violates the publicity rights, privacy rights or other similar rights of any person; (iii) publish any content (on social media or otherwise) that violates any law, is misleading or deceptive, or that could reasonably be seen to impair the reputation or goodwill of Later. Later may require Ambassador to remove or delete any content that violates this Agreement. This term will survive termination of this Agreement.

8. Representations, Warranties and Covenants

(a) Ambassador represents, warrants and covenants to Later that: (i) Ambassador has the right and authority to grant all rights to Later pursuant to the terms of this Agreement; (ii) Ambassador's activities through and in connection with the Products will not infringe, misappropriate or otherwise violate the intellectual property, publicity, privacy or other rights of any person; (iii) Ambassador does not and will not artificially generate positive attributes (e.g. likes, followers); (iv) this Agreement does not in any way conflict with any existing commitment of the Ambassador; (v) all facts, opinions, and information contained in any posts containing the Marks will be accurate and not misleading; (vi) Ambassador and its affiliates will comply with all applicable laws, regulations and regulatory guidelines, including the Federal

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Trade Commission's Endorsement Guide; and (vii) Ambassador and its affiliates will comply with applicable third-party terms of service.

9. Indemnification

Ambassador shall indemnify and save harmless Later and its affiliates, officers, directors, contractors and agents (the "**Later Indemnitees**") of and from any and all claims, actions, losses, expenses, costs or damages (including, without limitation, any and all legal expenses reasonably incurred) which Later Indemnitees may suffer or incur as a result of: (i) any negligent act or omission of Ambassador; (ii) any breach or alleged breach of this Agreement, the Social Media Guidelines, applicable law, or applicable third-party terms of service by Ambassador; and (iii) any liability relating to statutorily required source deductions on payments to Ambassador. This term will survive termination of this Agreement.

10. General

(a) Amendment. Any amendment to this Agreement must be in writing and consented to by both parties, provided that Later may, in its sole discretion, make amendments or modifications to Schedule A and Schedule B to this Agreement without the consent of Ambassador. Later will post notice of any such amendments or modifications on Later's Ambassador portal for a minimum of 5 days before such amendments or modifications take effect, and such posting will constitute notice of such amendments or modifications for the purposes of this Agreement.

(b) Waiver. Later's failure to assert any claim in a timely fashion shall not be construed as a waiver of any such claim and shall not serve to modify, alter or restrict any such party's right to assert such claim at any time thereafter.

(c) No Assignment. Ambassador may not assign this Agreement without the prior written consent of Later. Any attempt by Ambassador to assign any of the rights, duties, or obligations of this Agreement without such consent is void.

(d) Severability. If any provision of this Agreement for any reason is declared invalid, such declaration shall not affect the validity of any remaining portion of the Agreement, which remaining portion shall remain in full force and effect.

(e) Entire Agreement. This Agreement contains the entire understanding between Later and Ambassador with respect to its subject matter and supersedes all other agreements and understandings between the parties.

(f) Applicable Law. This Agreement shall be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein. Ambassador attorns to the exclusive jurisdiction of the courts of British Columbia.

(g) Counterparts. This Agreement may be executed in one or more counterparts, including by electronic means, which, signed and taken together, shall constitute one and the same document.

11. Definitions

In this Agreement, the following words have the following meanings.

"Ambassador" means the individual consenting to this Agreement.

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“Commission” means the fees due to Ambassador in respect of Referred Customers, as set out in Schedule A.

“Content” means any content created by Ambassador which makes use of the Marks.

“Customer Agreement” means the contract by which Later agrees to supply a Referred Customer access to and/or services in connection with any Products.

“Effective Date” means the date Ambassador acknowledged its consent to this Agreement, as evidenced by Later’s records.

“Intellectual Property” means all right, title and interest and benefit in and to intellectual property of every nature, whether registered or unregistered, including, without limitation, all worldwide copyrights, patents, patent rights, trademarks, applications for any of the foregoing, trade names, service marks, and other trade rights, licence agreements, marketing rights, trade secrets, and know-how, formulae, processes, works, technology, inventions, engineering and other proprietary processes, source code, object code, computer programs and other computer software, in whatever media, and data, specifications, prototypes, designs, records, drawings, and calculations, domain names, web addresses, websites, licences, sub-licences, computer rights, other intellectual or industrial property and all other proprietary rights or interests, together with all antecedent derivative works related to any of the foregoing.

“Link” means the link Later supplies to Ambassador for inclusion on an Online Outlet, which when clicked by a Referred Customer identifies that the Referred Customer has been referred by Ambassador.

“Marks” means the trademarks, service marks, logos and trade names used from time to time by Later in connection with its business.

“Online Outlets” means websites, platforms, apps or other online spaces containing linkable content.

“Participant” means any individual who appears in any Content.

“Products” means the products and services provided to Referred Customers by Later.

“Promotion Fees” means the fees due to Ambassador in respect of Content that is licensed by Later and which Later pays an Online Outlet to promote, as set out in Schedule A.

“Referral” means Ambassador’s referral or introduction of a customer to Later’s Products which results in a such customer entering into a Customer Agreement.

“Referred Customer” means any person that enters into a written Customer Agreement with Later which Customer Agreement was accessed using a Link.

“Social Media Guidelines” means the guidelines set out in the Schedule B to this Agreement.

“Term” means the duration of this Agreement, beginning on the Effective Date and continuing until the date of termination.

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Schedule 'A'

Commissions and Promotion Fees

Static Image

Social Media Followers	Payment for purchase of content
1k-10k	\$200
11k-100k	\$500
101k-500k	\$1000
501k-1M	\$2500
1M+	\$4000

Video

Social Media Followers	Payment for purchase of content
1k-10k	\$300
11k-100k	\$750
101k-500k	\$2000
501k-1M	\$4000
1M+	\$5000

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Schedule 'B'

Social Media Guidelines

Later: Ambassador Social Guidelines

- Branded tags & hashtags: @latermedia, #laterambassador
- Later's vision: We are Later, the leading visual social marketing platform for Instagram, Facebook, Twitter, Pinterest, and TikTok. We simplify visual social marketing so entrepreneurs can spend less time manually posting to social media channels, and more time building their businesses.
- Do not negatively mention or compare Later with a competitor
 - Ex. Using Later as an example in a carousel post listing your favorite social media tools is okay, as long as you are listing facts
- Clearly state that they are a Later ambassador in the copy and use #laterambassador
 - You will also need to use #laterambassador and state that you are a Later ambassador in your Instagram Stories

Copy Recommendations:

- Use inclusive language: When referring to an unspecified person or group, use "they" or "them." Use gender-neutral language when writing. Example: Don't use "businessman"
- Words to avoid: ninja, guru, rockstar, boss babe, spirit animal, your tribe, imma, lit, bae, pow-wow, ghetto, savage, gangster/OG
- Avoid heavy curse words, even when censored with #\$\$%