

## CELEBRITY/INFLUENCER AGREEMENT

This CELEBRITY/INFLUENCER INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is entered into and executed on the day set forth on the signature page below (“Effective Date”) between AMPLEPOINTS LLC, a Nevada limited liability company, (“Company”) and \_\_\_\_\_, an independent contractor, (“Celebrity/Influencer”). For convenience, Company and Celebrity/Influencer are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

### RECITALS

A. Company has developed a revolutionary proprietary business relating, but not limited, to advertising and marketing of products and services on the Internet (“Marketing & Advertising Concept”), specifically [www.amplepoints.com](http://www.amplepoints.com) (“Company Website”). For convenience, Company, Company Website, and Marketing & Advertising Concept are sometimes collectively referred to herein as “Company Products.”

B. Celebrity Ambassador is recognized and widely known throughout the public.

C. Company desires to retain Celebrity Ambassador, as an independent contractor, on a non-exclusive basis, for Celebrity Ambassador to assist Company in, among other things, advertising, promoting, endorsing, and marketing Company Products (“Promote,” “Promotion,” or “Promotions”). Further, Company desires to acquire the non-exclusive right and license to utilize Celebrity Ambassador’s name, image and persona in connection with, among other things, (1) the Promotion of the Company Products; and (2) attracting other top celebrities to Promote the Company Products (“Celebrity Ambassador Services”). Celebrity Ambassador desires to render such Celebrity Ambassador Services (as more fully detailed in Section 2 below) to Company in accordance with the terms and conditions of this Agreement.

### AGREEMENT

NOW THEREFORE, in consideration of the above recitals and of the promises, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the Parties agree as follows:

1. **RECITALS.** The Recitals executed in conjunction with all Exhibits (if any) attached to this Agreement are incorporated herein and made a part of this Agreement by this reference.

2. **APPOINTMENT AND ACCEPTANCE.**

A. **Services.** Company hereby engages Celebrity Ambassador as an independent contractor and provides Celebrity Ambassador with the title, Celebrity Ambassador of the Company (“CA”). As CA, Celebrity Ambassador shall personally perform the Celebrity Ambassador Services for the Company. These Celebrity Ambassador Services shall include, but not be limited to, personal appearances, assistance with production of audio and visual marketing materials for Company Products as may be requested from time to time by the Company. Celebrity Ambassador shall provide Company with Celebrity Ambassador’s image and voice, written testimonials prepared by Celebrity Ambassador regarding Company Products and other promotional products and services from Celebrity Ambassador as may be requested from time to time by the Company. Celebrity Ambassador represents that he/she is

qualified to perform the Celebrity Ambassador Services and that he/she shall use reasonable professional skill and his/her best efforts to perform such Celebrity Ambassador Services. Celebrity Ambassador shall abide by Company's ordinary policies, procedures, and rules of conduct and shall comport themselves lawfully and with integrity. Celebrity Ambassador shall at all times be and represent themselves to be an independent contractor, not an agent or employee, of the Company.

B. Duty. Such Services may be curtailed, augmented or modified from time to time as determined by Company. In performing the Services contemplated by this Agreement, Celebrity/Influencer shall:

- (i) At all times perform in an honest and ethical manner;
- (ii) Devote his/her utmost knowledge and best skill and judgment to the performance of Services;
- (iii) Provide, at his/her sole cost and expense, his/her own assistants, equipment, and/or materials; and
- (iv) Have the right to control and direct the means and method of completing such Services.

C. Non-Exclusive. This Agreement is not exclusive and the Celebrity/Influencer is not granted any exclusive right to any territory, product or service offered by the Company, except as may be otherwise provided in Exhibit "A" ("Commission Rate Schedule"). In this Agreement "product" and "service" may be referred to collectively as "product," unless the context indicates otherwise.

D. Marks. Celebrity/Influencer may also use the Company's name, service mark and logo in accordance with this Section 2D. The Marks shall be used to carry out Celebrity/Influencer's services, and for that purpose Company hereby grants to Celebrity/Influencer a non-exclusive, non-transferable and non-sublicensable royalty-free right and license to use the Marks, subject to Company's approval (which will not be unreasonably withheld), in Celebrity/Influencer marketing materials and web site solely to identify Celebrity/Influencer's relationship as an independent contractor of Company. Celebrity/Influencer's limited license to use the Marks as provided herein shall terminate upon the early termination or expiration of this Agreement. At all times during and after the Term, the title, right and interest in and to the Marks remain in the Company.

E. Acceptance. Celebrity/Influencer hereby accepts such appointment on the terms and conditions set forth in this Agreement.

**3. LICENSE**. Celebrity Ambassador grants Company a perpetual, royalty-free right and license throughout the World to use Celebrity Ambassador's name, nickname, initials, autograph, facsimile signature, photograph, voice, image, likeness, and/or endorsement in connection with the Promotion of the Company Products ("Material"). Celebrity Ambassador further grants Company the right to reproduce the content of any Material in any media, including but not limited to distribution over the Internet. Celebrity Ambassador acknowledges and agrees that the Company shall be the sole and exclusive owner of all rights in and to the Material, including without limitation, copyright therein and shall have the right to use, exploit, advertise and exhibit and otherwise turn to account any of the foregoing in any manner and in all media and manner of communication, now known or hereafter devised. For greater certainty, the Material shall include the results and proceeds from the Celebrity Ambassador Services.

**4. LOCATION OF SERVICES.** Celebrity Ambassador shall generally provide the Celebrity Ambassador Services at a location of his/her own choosing. However, from time to time, Celebrity Ambassador shall be expected to provide the Celebrity Ambassador Services at Company's office location or any other such location identified by the Company.

**5. INDEPENDENT CONTRACTOR.**

A. No Partnership. Nothing contained in this Agreement will be deemed to constitute a partnership between or a joint venture by Celebrity/Influencer and Company. It is expressly understood that Celebrity/Influencer is an independent contractor and not an employee, and therefore, neither Celebrity/Influencer nor any of Celebrity/Influencer's employees, agents, subcontractors or representatives ("Celebrity/Influencer Personnel") will file any claims for damages, injuries or the like pursuant to the Company's worker's compensation. Moreover, neither the Celebrity/Influencer nor Celebrity/Influencer's Personnel is entitled to participate in any plans, benefits, arrangements or distributions by the Company. To avoid any doubt, Celebrity/Influencer acknowledges the Company will carry no workers compensation insurance or any health or accident insurance (or any other benefit plan) to cover the Celebrity/Influencer and/or its Personnel.

B. No Agency. Except as provided in Section 2, above, Celebrity/Influencer is not and will not hold itself out to be, an agent or representative of the Company and will have no authority whatsoever to enter into any binding agreements on behalf of the Company. Celebrity/Influencer will be solely and entirely responsible for Celebrity/Influencer's acts and omissions and for the acts and omissions of the Celebrity/Influencer Personnel throughout the Term of this Agreement.

**6. CONTRACTOR COVENANTS.** Celebrity/Influencer shall:

A. Cooperation. Cooperate and consult with the Company in matters pertaining to the offers and sales of the Company's products, cancellation (extension or modification requested by any Vendor) of contracts, and adjustment of losses on contracts produced by Celebrity/Influencer.

B. Compliance with Laws and Regulations. At his/her sole cost and expense, comply with any and all applicable state and federal statutes, laws, rules and regulations.

C. Compliance with Company's Guidelines. Comply strictly, at his/her sole cost and expense, with all Company's Guidelines attached hereto as Exhibit "B" ("Company Guidelines"). Celebrity/Influencer shall also follow the Company's sales and marketing guidelines, manuals, rules and regulations, including advertising rates and contract approval and related procedures. Company's Guidelines, sales and marketing guidelines, manuals, rules and regulations, including advertising rates and contract approval and related procedures, shall collectively be referred to as the "Company Policies." In the event of any conflict between the Company Policies and this Agreement, the terms of this Agreement shall govern unless Company notifies Celebrity/Influencer to the contrary in writing. Company Policies may be updated and amended from time to time at the sole discretion of Company.

D. Submissions. Submit to the Company the original contracts and any other required forms signed by the Vendor for Company acceptance or rejection.

E. Company Rates. Offer the Company's products only at the rates and on the terms and conditions set forth in the forms, schedules and marketing and sales material prescribed by the

Company, and Celebrity/Influencer shall neither offer nor make any rebate or discount of any kind. The Celebrity/Influencer shall not alter, modify, waive or change any of the terms or conditions of the Company's advertising contracting forms and/or Company product rates.

F. Non-Disclosure. Not reveal or discuss this Agreement or make any public or other announcement concerning this Agreement (by way of publication, broadcasting or distribution of any advertising or other material), the Vendor contracts or any other Company matter disclosed to Celebrity/Influencer or that Celebrity/Influencer became aware of in the performance of Celebrity/Influencer's obligations under this Agreement without the prior written approval of the Company, which the Company may withhold in its sole good faith discretion.

G. Inquiries. Except for inquiries or matters involving the Company's advertising products and services program, forward all other information requests made by any third party of Celebrity/Influencer to the appropriate Company personnel.

## 7. REPRESENTATIONS AND WARRANTIES.

A. Party Representations. Each Party represents and warrants to the other Party that:

(i) It has all requisite power and authority to carry on its business as now conducted, and is duly qualified to transact business in Nevada.

(ii) It has taken all requisite corporate or other action by its officers and directors (or by persons holding similar offices and authority) necessary to approve the execution, delivery and performance of this Agreement, and upon its execution by both Parties, this Agreement will constitute a legal, valid and binding obligation upon each Party, enforceable against such Party in accordance with its terms, subject to laws affecting creditors' rights and general principles of equity.

(iii) The execution and delivery of this Agreement and the compliance with the provisions herein (1) are not inconsistent with its governing documents (such as its charter, by-laws, articles of incorporation or operating agreement), (2) do not contravene any law, governmental rule or regulation, judgment or order applicable to such Party, and (3) do not contravene any material provision of, or constitute a default under, any indenture, mortgage, contract, license, agreement, order, decree, judgment, or other instrument of which it is a Party or by which it is bound or requires the consent or approval of, the giving of notice to, the registration with or the taking of any action in respect of or by, any federal, state or local government authority or agency or other person or entity.

B. Celebrity/Influencer Representations. The Celebrity/Influencer further warrants and represents that:

(i) Celebrity/Influencer is experienced in sales in the advertising space and will perform the services to be provided under this Agreement in a professional, diligent, competent and workmanlike manner consistent with the highest standards and good practices in the Company's industry.

(ii) At all times the Celebrity/Influencer shall comply with Company's reasonable security regulations and measures with respect to onsite visits as well as any procedures that Company personnel and other consultants are normally asked to follow with respect to any Company systems and/or data which Celebrity/Influencer is authorized to access, and Celebrity/Influencer (neither

directly or indirectly through others) shall access or use such systems and/or data other than for the sole purposes of Celebrity/Influencer carrying out its obligations, and in performing the services to be performed, under this Agreement.

(iii) Celebrity/Influencer has no interests or obligations, nor during the Term hereof will Celebrity/Influencer acquire any interests or obligations, which conflict with or hamper Celebrity/Influencer's ability to perform its obligations to the Company as required hereby.

(iv) Celebrity/Influencer acknowledges that the Company's success depends upon its reputation as a quality and service-oriented company and upon customer satisfaction. Celebrity/Influencer agrees that during the term of the Agreement and after the termination hereof that Celebrity/Influencer will not disparage or make any statement or communication (whether oral, written, or electronic) about the Company that could be construed as negative or critical or which harms or has the tendency to harm the reputation or goodwill of the Company.

**8. LOCATION; EXPENSES.** The Celebrity/Influencer will supply its own workspace, use its own supplies, tools and employees and set its own work hours, all at no cost to the Company. For the avoidance of doubt, Celebrity/Influencer shall perform its services and associated obligations at Celebrity/Influencer's own offices and at such other locations as the discharge of such responsibility may reasonably entail.

**9. TERM OF AGREEMENT.** The term of this Agreement will be for one (1) year commencing on the Effective Date ("Initial Term") and is subject to renewal ("Renewal") and termination as set forth in Section 11, below. In this Agreement, the Initial Term and any Renewals thereto shall mean "Term," unless the context indicates otherwise.

**10. COMPENSATION.**

A. Commissions. For services provided by Celebrity/Influencer under this Agreement, Celebrity/Influencer will be paid sales commissions and, if expressly provided, other fees pursuant to and in accordance with the rates set forth in Exhibit "A" ("Commission Rate Schedule"), which the Company reserves the right to modify in its sole good faith discretion. Commissions earnable and to be paid to Celebrity/Influencer will be based on the gross revenues recorded (in the Company's books and records in accordance with generally accounting principles applicable to Company's industry) and received from the Internet commercial advertisements and web service design sales consumed by advertisers under the contracts produced by Celebrity/Influencer and accepted by the Company. Commissions earned and accrued on Celebrity/Influencer's account and fees, if any are payable, shall be remitted to Celebrity/Influencer in accordance with the payment schedule set forth in Exhibit "A" ("Commission Rate Schedule"). With the payment remittance, Celebrity/Influencer shall also be provided a statement showing how the commissions paid were calculated.

B. AmplePoints Channel. One channel on the AmplePoints Website shall be dedicated for Celebrity Ambassador ("AmplePoints Channels"). In addition to the Company Products, the AmplePoints Channels shall allow Celebrity Ambassador to upload and broadcast content via the AmplePoints Website. All content on the AmplePoints Channels shall be approved by the Company, meet the rating standards of the Motion Picture Association of America, and may not be viewed by anyone under age. Although all legal rights to the content on the AmplePoints Channels provided by Celebrity Ambassador shall remain the sole and exclusive property of Celebrity Ambassador respectively,

all legal rights to the AmplePoints Channels themselves shall remain the sole and exclusive property of the Company. **Depending on the number of fans/followers of Celebrity Ambassador on the AmplePoints Website, Celebrity Ambassador shall receive between One to Ten Star Level of compensation from the Company as follows:**

<u>Star Level</u>	<u>Join AmplePoints Website Through Celebrity Ambassador</u>	<u>Amount Paid to Celebrity Ambassador</u>
10	10 Million Fans	\$600,000.00
9	9 Million Fans	\$540,000.00
8	8 Million Fans	\$480,000.00
7	7 Million Fans	\$420,000.00
6	6 Million Fans	\$360,000.00
5	5 Million Fans	\$300,000.00
4	4 Million Fans	\$240,000.00
3	3 Million Fans	\$180,000.00
2	2 Million Fans	\$120,000.00
1	1 Million Fans	\$60,000.00

C. AmplePoints e-Store. One (1) e-Store on AmplePoints Website (“AmplePoints e-Store”) for Celebrity Ambassador where Celebrity Ambassador may sell, among other things, his/her movies, content, merchandise, and music (“Merchandise”) with Ample Reward Points and/or cash. The sale of any such Merchandise on the AmplePoints e-Store requires the execution of a separate e-Store Agreement (see sample e-Store Agreement attached hereto to “Attachment 1”).

D. Favorite Charities. Company shall provide Celebrity Ambassador an opportunity for his/her fans to donate Ample Reward Points to Celebrity Ambassador’s favorite charities through his/her AmplePoints Channel.

Celebrity Ambassador shall be responsible for his/her own expenses in the performance of his/her Celebrity Ambassador Services hereunder.

E. Commissions Earned & Paid. The Parties acknowledge and agree that this compensation shall be payment in full for all services rendered by the Celebrity/Influencer on behalf of the Company. With respect to contracts produced by Celebrity/Influencer, no commissions shall be earned or paid on (i) any contracts not accepted by the Company or fully cancelled by the Vendor and/or the Company, (ii) any advertising or other services covered by any portion of a contract cancelled, (iii) Advertising Packages and/or products invoiced to a Vendor that remain unpaid and outstanding or that are being disputed by the Vendor in good faith, and/or (iv) any invoice amounts written off on the Company’s books and records as uncollectable. Commissions shall be earnable by Celebrity/Influencer on any Vendor account as long as Celebrity/Influencer maintains a positive and good working relationship with such Vendor and such Vendor’s representatives. Such commissions shall be paid to Celebrity/Influencer in accordance with the payment policies set forth in Exhibit “B” (“Company Guidelines”).

F. Taxes. Celebrity/Influencer acknowledges and agrees that the Company is not responsible for making or remitting and shall not make or remit any income taxes or other statutory deductions for the Celebrity/Influencer. Celebrity/Influencer further agrees that it shall remain responsible, and shall defend, indemnify and hold the Company and the Company Indemnitees (as defined in this Section 8C) harmless, for the withholding and/or payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker’s compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA,

state law or otherwise) now existing or hereafter enacted as well as payment of fees and other charges Celebrity/Influencer is obligated to pay to its employees, consultants and/or Celebrity/Influencers engaged by Celebrity/Influencer to support its services and obligations under this Agreement. The term “Company Indemnitees” means the Company and its affiliates and their manager(s), officers, directors, unit holders, stockholders, Celebrity/Influencers and advisors.

**11. OFFSET RIGHTS.** During and after the Term, the Company shall have the right and authority to deduct, offset or recoup from any and all amounts owed by the Company to Celebrity/Influencer any amounts owed by the Celebrity/Influencer to the Company.

**12. OTHER COVENANTS, TERMS AND CONDITIONS.**

A. Immigration Laws. Celebrity/Influencer will be responsible for verifying that its employees comply with US Immigration law. Celebrity/Influencer will have a properly completed Form I-9, Employment Eligibility Verification, for each employee and/or subcontractor that will support Celebrity/Influencer in Celebrity/Influencer’s performance of the services under this Agreement. If Celebrity/Influencer is an individual, Celebrity/Influencer will be subject to the Form I-9 work eligibility verification as a condition to the Company’s execution of this Agreement and Celebrity/Influencer’s appointment as provided in Section 2, above.

B. W-9 Form. Prior to the commencement of any services hereunder, Celebrity/Influencer shall deliver to Company a duly completed and signed W-9 Form.

C. Reputation. If Celebrity/Influencer commits any act or becomes involved in any situation or occurrence that brings Company into public disrepute, contempt, scandal or ridicule, or that tends to shock, insult or offend the community or that reflects unfavorably upon the reputation of the Company, the Company will have the right to terminate this Agreement immediately upon written notice to Celebrity/Influencer, without liability or further obligation to Celebrity/Influencer under this Agreement.

D. Company and Vendor Information. Celebrity/Influencer may be provided, have access to, become aware of or may acquire confidential and proprietary information (during the Term or in connection with performing the services) concerning the Company (including but not limited to, its Internet technology platform, business plans, rate or pricing formulas, financial information, trade secrets, know-how, marketing strategies, product development or launch plans, pending claims, regulatory proceedings, client and vendor/supplier lists, confidential business relationships, employee lists, and contemplated and/or pending transactions with third parties) and on the Company’s past, current and future Vendor (“Confidential Information”).

(i) As an inducement for the Company to enter into this Agreement, Celebrity/Influencer hereby agrees that, unless and until Celebrity/Influencer is expressly authorized by Company in writing to disclose Confidential Information, Celebrity/Influencer shall at all times (during and after the Term) (1) keep all Confidential Information (whether relating to the services performed by Celebrity/Influencer or otherwise learned by Celebrity/Influencer) in strictest confidence and use the same degree of care to safeguard such Confidential Information, (2) shall refrain from disclosing and shall not disclose any Confidential Information to any person except for Celebrity/Influencer Personnel or others persons performing services for Celebrity/Influencer with a “need to know” in connection with the Celebrity/Influencer’s services required of Celebrity/Influencer under this Agreement (collectively, the Authorized Parties), subject to requirements set forth in the following Section 10D(i)(3), and (3) provided that prior to disclosure to any Authorized Party, Celebrity/Influencer shall first obtain the individual’s written and signed agreement to keep all Confidential Information disclosed to him/her in strictest confidence, disclose Confidential Information to Authorized Parties only if and to the extent (and

limit such disclosure of Confidential Information to the minimum information) necessary in order for Celebrity/Influencer to perform Celebrity/Influencer's obligations under this Agreement.

(ii) Celebrity/Influencer shall use Confidential Information only as necessary in order for Celebrity/Influencer to perform Celebrity/Influencer's obligations under this Agreement, and not for Celebrity/Influencer's own benefit or the benefit of any third party.

(iii) Celebrity/Influencer shall cause the Authorized Parties to comply with the requirements set forth in this Section 10D and require such Authorized Parties to return to Celebrity/Influencer all documents containing Confidential Information upon termination of their (1) employment with Celebrity/Influencer or (2) engagement by Celebrity/Influencer on Company's account. In no event shall any Confidential Information shall be copied, duplicated, released, exhibited or otherwise disseminated by Celebrity/Influencer (or any of Celebrity/Influencer's Authorized Parties) without the prior written consent of the Company, which may be withheld at the good faith discretion of the Company.

(iv) Upon the early termination or expiration of this Agreement, Celebrity/Influencer shall (1) surrender and deliver to the Company all Confidential Information provided to or obtained by Celebrity/Influencer and (2) sign and deliver with such Confidential Information a certificate of compliance.

(v) Celebrity/Influencer shall also surrender and deliver all information conceived, developed, compiled and produced by or for Celebrity/Influencer under this Agreement which shall be deemed work-for-hire ("work product") (including to but not limited to Vendor lists, data related to Vendor and Vendor's business including its customers, and contracts produced by Celebrity/Influencer prior to the early termination or expiration of the Agreement), and it is agreed that as between Celebrity/Influencer and Company, except for Vendor information (which shall belong to such Vendor) the ownership of all such information shall remain with the Company. Accordingly, Celebrity/Influencer hereby assigns any and all rights, title and interest Celebrity/Influencer may have in such work product to the Company. In connection therewith, Celebrity/Influencer shall cooperate and sign any document or filing required to accomplish the assignment and transfer of the work product to effectuate the purposes of this Section 10D(v).

(vi) It is agreed the Company would suffer irreparable harm and money damages would not be a sufficient remedy for any breach by Celebrity/Influencer of any of Celebrity/Influencer's representations, warranties and other Celebrity/Influencer obligations set forth in this Section 10D, and therefore it is agreed that the Company will be entitled to injunctive relief, specific performance and/or other appropriate equitable remedy for any such breach. The Company's choice to pursue injunctive relief shall not be a waiver of any other remedies available to the Company under law, equitable principles or other legal theories.

E. Insurance. Celebrity/Influencer will procure and maintain policies of insurance of the type and in the coverage amounts customarily carried by businesses similar to Celebrity/Influencer's. Celebrity/Influencer will provide proof of such coverage to the Company upon the Company's request. If Celebrity/Influencer fails to provide such proof, the Company, at its option, may terminate this Agreement in accordance with Section 11, below.

### **13. RENEWAL OF AGREEMENT; TERMINATION; CONSEQUENCES.**



A. Renewal. This agreement shall automatically renew at the end of each term, for a further term of one (1) year, every year, until either party gives the other party written notice of termination.

B. Termination.

(i) Company and Celebrity/Influencer agree that either Party may terminate this Agreement with a 30-day written notice of termination.

(ii) In the event of a material breach of any of the terms, conditions, covenants or provisions of this Agreement on the part of either Party, the other Party may terminate the Agreement immediately upon written notice.

(iii) Company shall have the right to terminate this Agreement with a 30-day written notice to the Celebrity/Influencer should the Celebrity/Influencer's performance under this Agreement fail to meet the standards, and/or monthly sales levels set forth in Exhibit "A" ("Commission Rate Schedule").

(iv) This Agreement shall terminate immediately without notice in the event the Celebrity/Influencer becomes insolvent, becomes financially unable to perform its obligations hereunder (as determined by the Company in its good faith discretion), files for bankruptcy protection, has a receiver appointed over any of its assets, or makes an assignment for the benefit of Celebrity/Influencer's creditors.

(v) The Company may terminate this Agreement in accordance with Section 10C, above.

C. Upon Termination.

(i) Upon termination of the Agreement, all contracts produced by Celebrity/Influencer shall remain in full force and effect until the natural expiration or prior cancellation of such contracts, and such contracts (including commissions earned by Celebrity/Influencer thereunder, and Celebrity/Influencer's obligations to return unearned commissions and the Company's rights to offset against such payments) shall be subject to the terms and conditions set forth in this Section 11C.

(ii) For purposes of this Section 11C, a termination for cause shall be deemed to have occurred upon (1) Celebrity/Influencer's commission of any act or involvement in any of the situations described in Section 10C; (2) Celebrity/Influencer's breach of any of Celebrity/Influencer's warranties, representations, and/or covenants set forth in this Agreement; and/or (3) Celebrity/Influencer's breach of any of Celebrity/Influencer's material obligations set forth in this Agreement.

(iii) In the event of termination (voluntary or otherwise) of Celebrity/Influencer's relationship with Company under this Agreement, Celebrity/Influencer shall immediately return to Company any and all paper, optical, electronic and other files, source code, object code, business plans, contracts, notes, memoranda, strategies, devices, books, documents, emails, passwords, keys, credit cards, security badges, and any other material containing or disclosing any confidential or proprietary information. After termination of the relationship created by this Agreement, Celebrity/Influencer shall not keep in his/her possession any such materials without Company's written approval.

(iv) If the Company terminates this Agreement for any reason other than for cause, the Company shall pay commissions earned and accrued on Vendor contracts on Celebrity/Influencer's account through the date of such contracts' expiration or cancellation date. No commissions shall be earned on any contract renewed by any Vendor on Celebrity/Influencer's account on or after the termination date of this Agreement.

(v) If this Agreement is terminated for cause, Celebrity/Influencer shall be paid commissions earned and accrued prior to the Agreement's effective date of termination.

**14. NOTICE.** Any notice required or permitted to be given hereunder shall be sufficient if in writing, and if sent by US mail postage prepaid, or by personal delivery to the respective addresses provided above on page 1 of this Agreement or to such addresses as the Parties hereto may specify and provide in writing to the other Party, from time to time. Notices delivered by US mail and personal delivery shall be effective on the date received by the addressee. Notices transmitted by facsimile shall be effective on the business day following the date of the recorded received date.

**15. NO ASSIGNMENT.** The Celebrity/Influencer may not assign this Agreement or any interest therein without the prior written authorization of Company, which may be withheld in the good faith discretion of the Company. Company reserves the right to assign all or part of this Agreement at any time to: an assignee of the Company; or a third party in the event of a merger or the sale of all or substantially all of its business or assets; or to an affiliate of the Company in the event of a consolidation or other corporate or business reorganization. If Celebrity/Influencer assigns any of Celebrity/Influencer's rights or obligations under this Agreement, other than as provided herein, such assignment shall be null and void and of no legal affect. This Agreement shall be binding upon the heirs, executors, administrators and permissible assigns and successors of the Parties.

**16. INDEMNITY.**

A. **Indemnification.** Celebrity/Influencer shall defend, indemnify and hold harmless the Company and the Company Indemitees (as defined in Section 7(c) of this Agreement) from any and all threatened or asserted third party claims, costs, fees (including reasonable outside attorneys' fees), expenses, damages, liabilities, demands, suits or causes of action (hereinafter, "Claims"), caused by, relating to, or arising out of or from: (a) damage to property and personal injuries, including death, arising out of or resulting from any gross negligent act or omission of Celebrity/Influencer; (b) the inaccuracy or any breach or alleged breach by Celebrity/Influencer of any representation, warranty, covenant or other obligation of Celebrity/Influencer under this Agreement; (c) a violation of Federal, state or other laws or regulations including any law for the protection of persons or members of a protected class or category of persons by Celebrity/Influencer or any Celebrity/Influencer Personnel; provided the Claim for which indemnification is required under this Section 14C did not arise from the gross negligence or unlawful acts of the Company; (d) the services provided to the Company under this Agreement; and/or (d) the gross negligence or willful misconduct of Celebrity/Influencer, and/or any Celebrity/Influencer Personnel. For purposes of this Section 14, the term "Celebrity/Influencer" includes Celebrity/Influencer Personnel and Authorized Parties.

B. **Procedure.** The Indemnitee seeking indemnification under this Agreement will: (i) promptly after receipt of notice of commencement or threatened commencement of ay civil, criminal, administrative, or investigative action or proceeding involving a Claim in which the Indemnitee will seek indemnification, notifies the Celebrity/Influencer of such Claim in writing, (ii) allows the Celebrity/Influencer to control, and fully cooperates with the Celebrity/Influencer in, the defense of any such Claim, and (iii) does not enter into any settlement or compromise of any such Claim without the Celebrity/Influencer's prior written consent, which shall not be unreasonably denied or withheld. Failure

of the Indemnitee to follow any or all of the foregoing shall not relieve Celebrity/Influencer of its obligations under this Agreement except to the extent Celebrity/Influencer can demonstrate that Celebrity/Influencer was prejudiced by such failure. An Indemnitee entitled to be indemnified under this Section 14, at the Indemnitee's option and expense, may participate and appear on an equal footing with the Celebrity/Influencer in the defense of the Claim.

C. Conditions for Celebrity/Influencer Settlement. Celebrity/Influencer may not settle any Claim asserted or threatened against the Indemnitee(s) unless the proposed settlement shall (i) provide a full and unconditional release of the Indemnitee and (ii) not result in any financial or other obligations, or require any admission of fault, liability or responsibility, on behalf of any Indemnitee. In the event that the scope of the proposed settlement does not satisfy the conditions set forth herein, Celebrity/Influencer may not settle the Claims at issue without the prior written approval of the Indemnitee(s), which approval shall not be unreasonably withheld or delayed.

**17. LIMITATION OF LIABILITY.** Except as provided in Section 15, above, neither Party shall be liable to other, whether in contract or in tort or under any other legal theory (including, without limitation, strict liability and/or negligence,) for lost profits or revenues, loss of use, or similar economic loss, or for any indirect, special, incidental, consequential, punitive or similar damages, arising out of or in connection with the performance or nonperformance of this Agreement.

**18. DISPUTE RESOLUTION.**

A. Except as otherwise provided in this Agreement, any controversy or claim arising out of or relating to this Agreement or the services provided to the Company (the "Disputes") shall be submitted first to voluntary mediation, and if mediation is not successful, then to binding arbitration, in accordance with this Section 16. All actions or proceedings on any Dispute shall be submitted to JAMS ("JAMS") for final and binding arbitration under its comprehensive arbitration rules and procedures if the matter in dispute is over \$200,000 or under its streamlined arbitration rules and procedures if the matter in dispute is \$200,000 or less to be held in Nevada, before a single arbitrator who shall be a retired judge, in accordance with Nevada Code of Civil Procedure Sections 1280 Et Seq. The arbitrator shall be selected by mutual agreement of the Parties or, if the Parties cannot agree, then by striking from a list of arbitrators supplied by JAMS. The arbitration shall be a confidential proceeding, closed to the general public. The arbitrator shall assess the cost of the arbitration against the losing Party. In addition, the prevailing Party in any arbitration or legal proceeding relating to this Agreement shall be entitled to all reasonable expenses (including without limitation, reasonable attorneys' fees). Notwithstanding the foregoing, the arbitrator may require that such fees be borne in such other manner as the arbitrator determines is required in order for this arbitration provision to be enforceable under applicable law. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The arbitrator shall have the power to enter temporary restraining orders and preliminary and permanent injunctions. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

B. Notwithstanding the foregoing, the Company shall have the right to injunctive and the other relief in the event Celebrity/Influencer breaches its obligations set forth above in Section 10D and the Company shall be entitled to recover its costs of enforcement, including reasonable attorney's fees.

**19. GENERAL PROVISIONS.**

A. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior written or oral

agreements and understandings. This Agreement may only be amended or modified by a separate written instrument signed by the Parties hereto.

B. Further Acts. Each of the Parties hereto shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other Party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement. Specifically, along with the execution and deliver of this Agreement, Contract is required to execute and deliver to Company any and all Exhibits attached hereto that requires Celebrity/Influencer's signature.

C. No Party Deemed The Author Of This Agreement. Should it be determined by any court or any arbitrator that one or more provisions of this Agreement are vague, ambiguous or uncertain, interpretation shall be made without reference to any presumptions or rules of construction related to the identity of the Party that drafted this Agreement or the provision. The Parties recognize, agree and acknowledge that the consent to this Agreement by each Party is freely and voluntarily given, without duress or undue influence being exercised by any Party.

D. Independent Counsel. Lender specifically agrees, understands, and acknowledges that Lender is entitled to consult with independent counsel before executing this Agreement. Furthermore, Lender has had the opportunity to seek the advice of an independent counsel, or if Lender has failed to seek such advice, Lender is voluntarily waiving that opportunity at this time.

E. No Waiver. The failure of either Party at any time to require performance by the other Party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be wavier of any succeeding breach of such provision or as a waiver of the provision itself.

F. Severability. If any provision of this Agreement or the application thereof to any persons or circumstances shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances as to which it is not held to be invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and be enforced to the fullest extent permitted by law.

G. Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada applicable therein and the Parties hereby irrevocably attorn to the courts of the State of Nevada located in Clark County.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date set forth opposite the Party's name, effective, however, as of the Effective Date above.

**EXHIBIT "A"**  
**COMMISSION RATE SCHEDULE**

(This Commission Rate Schedule is subject to change at the sole discretion of Company.)

<u>Account Type 1: eCommerce Store Packages</u>	<u>One-Time Sale</u>
eCommerce Store (after expenses)	Celebrity/Influencer will receive 20.0%

<u>Account Type 2: eCommerce Sales</u>	<u>Commission Rate(s)</u>
Company charges a 10% service fee. eCommerce Sales (after expenses)	Celebrity/Influencer will receive 2.0%

<u>Account Type 3: Advertising Media Buy/Sponsorship</u>	<u>Commission Rate(s)</u>
Paid Advertising	Celebrity/Influencer will receive 2.0%

<u>Account Type 4: Content Provider/ Celebrity Package</u>	<u>Commission Rate(s)</u>
Paid Advertising	Celebrity/Influencer will receive 1.0%

**EXHIBIT “B”**  
**COMPANY GUIDELINES**

Subject to the terms and conditions set forth in the Agreement, Contract shall comply with the following Company Guidelines:

**SUBMISSION PROCEDURES**

Celebrity/Influencer must comply with the following new business submission procedures:

1. Celebrity/Influencer must enter all prospect’s information into Company’s CRM (“Customer Relationship Management”).
2. In order to activate a prospect’s account with the Company, Celebrity/Influencer must send an email to Company at [salesupport@amplepoints.com](mailto:salesupport@amplepoints.com) requesting such activation.
3. If Celebrity/Influencer’s commission is to be split with another Celebrity/Influencer, Celebrity/Influencer must send an email to Company at [salesupport@amplepoints.com](mailto:salesupport@amplepoints.com) requesting such split at least thirty (30) days prior to any payment due date of any such commission. Otherwise, Company shall not be responsible for any such split between Celebrity/Influencers.

**COMMISSIONS EARNED & PAID**

1. Company shall enter commission percentages. Commissions earned from Vendor contracts shall be recorded on Celebrity/Influencer’s account in the Company’s customized CRM and ERP (Enterprise Resource Planning).
2. For Vendor Account Type 2, as referenced in Exhibit “A” above, commissions shall be earned by Celebrity/Influencer when paid advertisements are viewed by the Company’s registered users.
3. Commissions earned by Celebrity/Influencer shall be paid on a monthly basis. Note: Earning periods are from 1st day of each month to last day of each month. All commission payments shall be paid within thirty (30) days following the month in which the commission was earned.
4. If Celebrity/Influencer assists another independent contractor hired by the Company (“Other Celebrity/Influencer”) in signing a Vendor with Company for Account Types 1-5, as referenced in Exhibit “A” above, the commissions from such Vendor’s account shall be split between the contractors in a percentage as agreed upon in writing by the contractors. (Such written agreement shall be provided to Company at least thirty (30) days prior to any payment due date of any such commission.) If there is any dispute between contractors regarding the percentage split on any current or future commissions, Celebrity/Influencer agrees that Company shall make a final and binding determination regarding any percentage splits based on Celebrity/Influencer’s performance. Under no circumstances shall Company be liable to Celebrity/Influencer for any disputes between contractors regarding percentage splits between contractors.

**EXHIBIT "C"**  
**NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT**

**AMPLEPOINTS LLC**  
**NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT**

This NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT ("Agreement") is made and entered into as of the date shown on the signature page ("Effective Date") between AMPLEPOINTS LLC, a Nevada limited liability company, on behalf of itself and any companies which it owns, controls, or is affiliated with, and their successors in business (collectively, "Disclosing Party"), on one hand, and \_\_\_\_\_ ("Receiving Party"), on the other hand. For convenience, Disclosing Party and Receiving Party are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

Receiving Party hereto desires to participate in discussions regarding the Disclosing Party. During these discussions, Disclosing Party may share certain proprietary information with Receiving Party. Disclosing Party may disclose or have already disclosed to the Receiving Party certain proprietary information which Disclosing Party desires Receiving Party to treat as confidential. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**1. CONFIDENTIAL INFORMATION.** "Confidential Information" means any information disclosed to the Receiving Party by or on behalf of the Disclosing Party, either directly or indirectly, in writing, graphically, electronically, orally or by inspection, including, without limitation, information comprising or relating to any: (a), formulation, sample or other composition, including, without limitation, any structural information or methods of synthesis relating to any of the foregoing; (b) assay, procedure, algorithm, software program, discovery, invention, model, formula, data, result, idea or technique; (c) trade secret, trade dress, copyright, patent or other intellectual property right or any registration or application therefor or materials relating thereto; or (d) research, development, purchasing, manufacturing, engineering, marketing, servicing, sales, financing, legal or other business or corporate financial activities and/or present or future products, design details or specifications, prices, plans, forecasts, suppliers, clients, customers, employees, consultants or investors. Confidential Information also includes any information of any third party received by the Receiving Party in connection with this Agreement that the Disclosing Party is obligated to keep confidential. All Confidential Information, all copies thereof in any form and all documentation relating thereto is and will remain at all times the Disclosing Party's sole and exclusive property, and will be returned by the Receiving Party to the Disclosing Party within thirty (30) days after the earlier of (a) the Disclosing Party's written request or (b) expiration of this Agreement.

**2. NON-USE AND NON-DISCLOSURE.** Receiving Party agrees not to use any Confidential Information of the Disclosing Party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the Parties. Receiving Party agrees not to disclose any Confidential Information of the Disclosing Party to third parties. Receiving Party agrees not to disclose any Confidential Information of the Disclosing Party to Receiving Party's employees, except to those employees of the Receiving Party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship, and only to those employees who have signed a non-use and non-disclosure agreement in content at least as protective as the provisions hereof, prior to any disclosure of Confidential Information to such employees. Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Disclosing Party's Confidential Information and which are provided to the Receiving Party hereunder.

**3. NON-CIRCUMVENTION.** Receiving Party agrees not to contact or initiate contact at any time for any purpose, either directly or indirectly, any officers, directors, shareholders, consultants, attorneys, employees, agents, clients or other affiliates of Disclosing Party, or any officers, directors, shareholders, consultants, attorneys, employees, agents, clients or other affiliates of Disclosing Party whose identity was revealed through the efforts of Disclosing Party, unless such approval is specifically granted in written form by Disclosing Party on a case-by-case basis. Receiving Party further agrees not to undertake any transaction of any type or nature with any such officers, directors, shareholders, consultants, attorneys, employees, agents, clients or other affiliates of Disclosing Party, without the express prior written agreement of Disclosing Party.

**4. NON-DISPARAGEMENT.** Receiving Party acknowledges that Disclosing Party's success depends upon its good reputation as a quality and service-oriented company and upon customer satisfaction. Therefore, Receiving Party agrees that during the term of the Agreement and after the termination hereof that Receiving Party will not disparage or make any statement or communication (whether oral, written, or electronic) about the Disclosing Party including, but not limited to, its officers, agents, and subsidiaries that could be construed as negative or critical or which harms or has the tendency to harm the reputation or goodwill of the Disclosing Party.

**5. MAINTENANCE OF CONFIDENTIALITY.**

(a) The Receiving Party may disclose Confidential Information only on a "need-to-know basis" to its affiliates, officers, employees and independent contractors who require such information to accomplish the Purpose and who, prior to any receipt of any Confidential Information, are subject to written obligations of non-disclosure and non-use vis-à-vis the Confidential Information at least as stringent as those provided in this Agreement. Receiving Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the Disclosing Party. Without limiting the foregoing, Receiving Party shall take at least those measures that it takes to protect its own confidential information of a similar nature, but in no case less than reasonable care. The Receiving Party will protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information with at least the same degree of care used to protect its own most sensitive confidential information from unauthorized use or disclosure, but in any event with no less than reasonable care. Receiving Party shall not make any copies of the Confidential Information of the Disclosing Party unless the Disclosing Party previously approves the same in writing. Receiving Party shall reproduce the Disclosing Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Receiving Party shall promptly notify Disclosing Party of any use or disclosure of such Confidential Information in violation of this Agreement of which the Receiving Party becomes aware.

(b) The Receiving Party will remain directly liable at all times for any breach of this Agreement by any of its affiliates, officers, employees or contractors. The Receiving Party will advise its affiliates, officers, employees and independent contractors who might have access to Confidential Information of the confidential nature thereof. The Receiving Party will remain responsible for and guarantee its affiliates' performance in connection with this Agreement, and will cause each such Affiliate to comply fully with the provisions of this Agreement in connection with such performance. The Receiving Party hereby expressly waives any requirement that the Disclosing Party exhausts any right, power or remedy, or proceeds directly against such an Affiliate, for any obligation or performance hereunder, prior to proceeding directly against the Receiving Party.

(c) The Receiving Party acknowledges and agrees that in the event of any actual or threatened breach of this Agreement by the Receiving Party, including, without limitation, the actual or



threatened disclosure of Confidential Information without the Disclosing Party's prior express written consent, the Disclosing Party will suffer an irreparable and continuing injury, such that no remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, the Receiving Party agrees that, in such event, and in addition to any other remedies that may be available in law, in equity or otherwise, the Disclosing Party will be entitled to obtain injunctive relief against such breach or threatened breach of this Agreement by Receiving Party, without the necessity of proving actual damages or posting bond.

**6. NO OBLIGATION.** Nothing herein shall obligate Disclosing Party to proceed with any transaction between them, and Disclosing Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

**7. NO WARRANTY.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

**8. RETURN OF MATERIALS.** All documents and other tangible objects containing or representing Confidential Information which have been disclosed by Disclosing Party to the Receiving Party, and all copies thereof which are in the possession of the Receiving Party, shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party upon the Disclosing Party's written request.

**9. NO LICENSE.** Nothing in this Agreement is intended to grant any rights to Receiving Party under any patent, mask work right, copyright, trade secret or other intellectual property right of the Disclosing Party, nor shall this Agreement grant Receiving Party any rights in or to the Confidential Information of the Disclosing Party except as expressly set forth herein.

**10. TERM.** The obligations of Receiving Party hereunder shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Receiving Party.

**11. REMEDIES.** Receiving Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to seek injunctive relief in addition to all legal remedies.

**12. MISCELLANEOUS.**

a) **No Assignment.** Receiving Party may not assign or otherwise transfer this Agreement without the prior written consent of the Disclosing Party; however, Disclosing Party may assign or transfer this Agreement in connection with a merger, acquisition, or sale of substantially all its assets or other such corporate reorganization. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties hereto and their successors and assigns.

b) **Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada applicable therein and the Parties hereby irrevocably attorn to the courts of the State of Nevada.

c) **Entire Agreement.** This document contains the entire agreement between the Parties with respect to the subject matter hereof, and Disclosing Party shall not have any obligation, express or implied by law, with respect to Confidential Information of the Disclosing Party except as set

forth herein. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties hereto.

d) No Waiver. The failure of either Party at any time to require performance by the other Party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of the provision itself.

e) No Party Deemed The Author Of This Agreement. Should it be determined by any court or any arbitrator that one or more provisions of this Agreement are vague, ambiguous or uncertain, interpretation shall be made without reference to any presumptions or rules of construction related to the identity of the Party that drafted this Agreement or the provision. The Parties recognize, agree and acknowledge that the consent to this Agreement by each Party is freely and voluntarily given, without duress or undue influence being exercised by any Party.

f) Independent Counsel. The Parties specifically agree, understand, and acknowledge that the Parties are entitled to consult with independent counsel before executing this Agreement. Furthermore, the Parties have had the opportunity to seek the advice of an independent counsel, or if the Parties have failed to seek such advice, the Parties are voluntarily waiving that opportunity at this time.

g) Severability. If any provision of this Agreement or the application thereof to any persons or circumstances shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances as to which it is not held to be invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and be enforced to the fullest extent permitted by law.

h) Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, such invalid, void, or unenforceable provision shall be modified so that it expresses the intent of the Parties and conforms to the law, and the remaining provisions nevertheless shall continue in full force without being impaired or invalidated in any way.

i) Section Headings. Section headings and captions are used for reference purposes only and should be ignored in the interpretation of this Non-Disclosure And Non-Circumvention Agreement. Unless the context requires otherwise, all references in this Non-Disclosure And Non-Circumvention Agreement to Sections are to the sections or subsection of this Non-Disclosure And Non-Circumvention Agreement.

j) Counterparts. This Non-Disclosure And Non-Circumvention Agreement may be executed in one or more counterparts all of which together shall constitute one and the same instrument.

k) Facsimiles. Receipt of a facsimile of a duly executed copy of this Non-Disclosure And Non-Circumvention Agreement or of any document contemplated hereby shall be deemed for all purposes as receipt of an originally signed document, and any such facsimile copy shall be binding upon, and enforceable against, the Party to be charged thereby.

