

**Coach's Oats
Featured Brand Ambassador
Agreement**

This Featured Brand Ambassador Agreement ("Agreement"), between Coach's Oats and _____ ("Ambassador") is effective on the date it has been signed by both parties and continues until terminated as discussed below. Ambassador is the owner of the Instagram account and handle: _____ ("Account"). The parties agree as follows:

1. Ambassador agrees to be a Coach's Oats Featured Ambassador and do the following:
 - a. Provide Coach's Oats with a photo and bio for a Coach's Oats website feature
 - b. Post at least two Instagram stories per month promoting Coach's Oats.
 - c. Comply with Federal advertising law as follows: Ambassador will place across the top or bottom of each post endorsing Coach's Oats products the words "Coach's Oats Featured Ambassador," or "I'm proud to be a Coach's Oats Featured Ambassador," or something similar thereto that includes the phrase "Coach's Oats Featured Ambassador," in clearly visible font for at least 15 seconds at the beginning of the post. Coach's Oats will work with the Ambassador if (s)he wants help with how this should be done.
2. Coach's Oats agrees to
 - a. Provide Ambassador with six, 3 pound bags of Coach's Oats every three months, beginning with the month in which this Agreement is signed. These products are provided for Ambassador's personal use, or to give as gifts, but not for resale.
 - b. Provide a 15% website discount code. Ambassador is free to share the discount code without compensation with whomever Ambassador chooses.
3. Both parties agree as follows:
 - a. Intellectual Property: The information appearing in Ambassador's posts are the Ambassador's intellectual property and Coach's Oats acquires no right, title, or interest in it. Coach's Oats, and all of its slogans, logos and advertising are Coach's Oats intellectual property and Ambassador acquires no right, title, or interest in it. Coach's Oats is free to provide links to Ambassador's endorsements if it chooses.
 - b. Use of Name and Likeness: Ambassador grants Coach's Oats the right to use Ambassador's name and likeness on Coach's Oats website and elsewhere to announce that Ambassador is a Coach's Oats Featured Ambassador.

- c. Collective Bargaining Agreement (“CBA”). Ambassador will provide Coach’s Oats with those portions of any CBA to which Ambassador is subject that pertain to this Agreement.
- d. Confidentiality and Nondisparagement: During and after the term of this Agreement, both parties will keep its terms confidential and neither party will do anything that diminishes the public’s perception of the other party.
- e. Indemnification. Each party will indemnify the other from third party claims of trademark, patent or copy infringement arising out of the indemnifying party’s conduct.
- f. Authority. Each party represents that it has the right and power to enter into this Agreement.
- g. Termination. Either party may terminate this Agreement for any reason or for no reason at all upon 3 business days’ notice given by e-mail.
- h. Entire Agreement. This instrument contains the parties’ entire agreement regarding the subject matter hereof.

Accepted and Agreed to:

 Coach’s Oats
 By: Lynn Rogers
 President

 Date

 Featured Ambassador

 Date