

Gunilla of Sweden Brand Ambassadorship

Full Terms & Agreement

Preliminary

- a. At all times, ambassadors will follow the rules, terms, and agreements, including, but not limited to, the policies outlined below. Failure to comply will result in termination of their affiliate account and any unpaid commissions. Gunilla of Sweden reserves the right to terminate the Agreement at any time.
- b. All confidential information including, but not limited to, any business, customer information, logos, images, or trademarks disclosed by one party to the other during the effective term of this Agreement will remain the sole property of the disclosing party and should be kept in confidence. No proprietary information can be disclosed without express written permission of the disclosing party.
- c. Brand Ambassadors may not use the Gunilla of Sweden logo, images, or other website/branding imagery in a way that is detrimental to the company.
- d. Brand Ambassadors may not use Gunilla of Sweden logos, images, or other website/branding imagery for any other brand/company.

Approved ambassadors who have entered into a contract will create an affiliate tracker account on the Gunilla of Sweden website to utilize our affiliate tracking dashboard. Account registration can be found here:

<https://gunillaofsweden.com/affiliates/>

Within their affiliate dashboard, ambassadors can:

- Create custom coupon codes (discount rules and commission rates must be activated by a Gunilla of Sweden admin)
- View & track coupon/referral URL usage and commission accrual
- Request unpaid commission payouts
- Manage email notifications and other account settings
- Access creative content such as banners & images for branded marketing

Policies & Usage

I

Automated Commission Tracking & Payouts

Our affiliate platform tracks affiliate commission accrual automatically from orders placed with an assigned referral URL or coupon. All records of orders with designated affiliate commissions can be viewed in the dashboard reporting as lifetime affiliate accrual, earned/unpaid/paid commission, and at the per coupon/URL level. This allows us to simplify year-end reporting, maintain accurate records, and give affiliates the tools to track coupon/URL performance for their individual purposes.

The platform allows affiliates to request a payout of unpaid commission and enter their payment information directly within the dashboard.

All affiliates will need to submit a 1099 form before any payouts can be completed.

II

30 Day Commission Delay & Fraud Prevention Policy

Potential fraud and premature payouts will be prevented using a delay period of 30 days before any commission from orders placed with an affiliate referral is available for payout.

Example: when a customer checks out with an affiliate referral, the platform will immediately count and track it as earned commission in the dashboard. However, the earned commission is not added to an affiliate's payable balance of unpaid commission until the order remains at "completed" status for 30 days (i.e.: not refunded). Any earned commission amount is automatically added to the unpaid commission balance for available payout only if the order is "completed" after 30 days.

Commission can be invalidated at any time if fraud or abuse is suspected. Gunilla of Sweden does not condone any misuse of social media platforms. Adherence to the policies and agreements entered into at the creation of any social media accounts must be followed at all times. Report any suspicious activity to a Gunilla of Sweden admin immediately.

III

Communication

Ambassadors will be responsible for keeping in contact with Gunilla of Sweden regarding any fulfillment of ambassador program matters including but not limited to account benefits (i.e.: free products, images, giveaways, logos), coupon code creation, prior permission for any usage of Gunilla of Sweden trademarks or properties, and general fulfillment of the Brand Ambassador Agreement. Failure to communicate may be grounds for termination of the agreement.

Direct all questions, comments, concerns, requests, or issues to a Gunilla of Sweden Admin via:

E-mail

media@gunillaofsweden.com

Phone

866-551-5505

Mon-Fri 9 am - 5 pm CT

Fax

913-469-0460

Mail

Brand Ambassador Program
6500 W. 110th St., Suite 100
Overland Park, KS 66211

IV

Flexible Commission Rates

Commission rate methods are intended as motivation for Ambassadors to use their best abilities when influencing their followers. Unique rates can be assigned at the coupon/URL level to optimize payouts based on their individual social media demographic metrics and impressions. Commission rates are granted based on criteria set at Gunilla of Sweden's discretion and pending final approval.

If at any time an Ambassador feels a rate change is in order, they can request a renegotiation from a Gunilla of Sweden admin. All rate changes must be activated/changed pending approval from a Gunilla of Sweden admin and kept on record.

Commission values are available for distribution as monetary value payouts or store credit. Distribution of unpaid commission is solely at the discretion of Gunilla of Sweden.

Commission can be accrued using the following rate methods defined as:

- **Percentage Amount of Total Order Value (TOV)**
 - a fixed percentage rate of commission accrued based on purchase values per order placed with assigned affiliate coupons/URLs (purchase value is the total after any applied discounts and excludes shipping costs)
 - TOV Rate Example:
Order #80906 (TOV coupon applied)
(1) Product @ \$26.95
(1) 15% off Coupon @ -\$5.39
Total Order Value \$21.56
5% Per Total Order Value Rate = \$1.08 Earned Commission

- **Fixed Amount Per Order (PO)**
 - a fixed dollar amount of commission accrued per order placed with assigned affiliate coupons/URLs
 - PO Rate Example:
Order #80906 (PO coupon applied)
\$1.50 Per Order Rate = \$1.50 Earned Commission

- **Fixed Amount Per Product (PP)**
 - a fixed dollar amount of commission accrued per product purchased with assigned affiliate coupons/URLs
 - PP Rate Example:
Order #80906 (PP coupon applied)
\$1.00 Per Product Rate = \$1.00 Earned Commission

Commission methods can be used individually or in combination.

TOV, PO, PP Rate Combination Example:
Order #80708 (TOV/PO/PP coupon applied)
Total \$56.98 @ 5% TOV (Total Order Value) Rate = \$2.85 Earned Commission
(1) Order @ \$1.00 PO (Per Order) Rate = \$1.00 Earned Commission
(3) Products @ \$1.00 PP (Per Product) Rate = \$3.00 Earned Commission
Combined Methods = \$6.85 Total Earned Commission

V

Brand Ambassador Independent Contractor Agreement

This Brand Ambassador Independent Contractor Agreement (“Agreement”) is made _____, 2022 by and between Gunilla of Sweden (“Employer”) and Brand Ambassador _____ (“Independent Contractor”).

Independent Contractor is an independent contractor willing to provide certain skills, services, and abilities to the Employer that the Employer has a demand and need.

In consideration of the mutual terms, conditions, and covenants hereinafter set forth, Employer and Independent Contractor agree as follows:

1. Work Status.

The Employer hereby employs the Independent Contractor as an independent contractor, and the Independent Contractor hereby accepts employment.

2. Start Date.

The term of this Agreement shall commence on _____, 20___. Either party may, without cause, terminate this Agreement by giving written notice to the other.

3. Services Provided.

The Employer shall pay to the Independent Contractor and the Independent Contractor shall accept from the Employer as compensation for the following services to be provided within the guidelines and policies as stated above:

a. Use of Effective Marketing Practices

Creation of useable promotional content (i.e.: videos, posts, imagery, hashtags etc.) will be dispersed across the Independent Contractor’s Social Media Platforms to promote the Employer’s Brand and Products.

b. Viable Affiliate Advertisement

All promotional endeavors must ultimately result in an adequate generation of sales.

4. Compensation.

The Employer shall compensate the Independent Contractor in the following manner:

a. Earned Commission

Any earned commission will accrue using the Affiliate Tracker technology as defined above in Section IV. After 30 days of purchase verification, any earned commission will be applied to an unpaid commission balance in the Independent Contractor’s account.

b. Unpaid Commission Payouts

The Employer shall pay out any accrued balance of unpaid commission at the Independent Contractor’s discretion.

5. Insurance.

The Independent Contractor shall not be required to have insurance attributed to their service provided. Such insurance shall not be reimbursed by the Employer.

6. Travel Expenses.

The Independent Contractor’s travel expenses shall not be reimbursed by the Employer.

7. Materials.

The Independent Contractor's materials used for providing the services shall not be reimbursed by the Employer, with exception given to the Employer's skincare products provided to the Independent Contractor at the Employer's discretion.

8. Other Business Activity.

The Independent Contractor may engage in other business activities not related to skincare provided; however, that Independent Contractor shall not, during the term of this Agreement, solicit the Employer's employees, clients, accounts, or other related business endeavors of the Employer.

9. Unplanned Events.

If for reasons beyond the control of the Employer and Independent Contractor should affect this Agreement, this Agreement shall terminate immediately. Such events include, but are not limited to, illness, incapacitation, death, or other "Acts of God."

10. Assignment.

Neither the Employer nor the Independent Contractor may assign this Agreement without the express written consent of the other party.

11. Relationship Defined.

Nothing in this Agreement shall indicate the Independent Contractor is a partner, agent, or employee of the Employer.

12. Final Agreement.

It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

13. Legal Notice.

All notices or required or permitted to be given hereunder shall be in writing and may be delivered personally or by Certified Mail – Return Receipt Requested, postage prepaid, addressed to the party's last known address listed below:

Employer's Address: 6500 W. 110th St., Suite 100, Overland Park, KS 66211

Independent Contractor's Address:

14. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws under the State of Kansas.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

Employer's Signature: _____ Date: _____

Print Name: _____

Independent Contractor's Signature: _____ Date: _____

Print Name: _____

Disclaimer: The information transmitted in this contract is intended only for the person or entity to which it is addressed and may contain CONFIDENTIAL material. If you receive this material/information in error, please contact the sender and delete or destroy the material/information. Reproduction or other use of this information without the express consent of the sender is prohibited.