

BRAND AMBASSADOR PROGRAM TERMS & CONDITIONS

THIS SAFFIRE GRILLS SOCIAL MEDIA AMBASSADOR PROGRAM AGREEMENT (THE "AGREEMENT") CONTAINS CERTAIN TERMS AND CONDITIONS THAT GOVERN YOUR PARTICIPATION IN THE SOCIAL MEDIA AMBASSADOR PROGRAM (THE "PROGRAM") AND IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND THE BUSINESS YOU REPRESENT (on the one hand) AND SAFFIRE GRILLS (on the other hand). BY APPLYING FOR AND PARTICIPATING IN THE PROGRAM, YOU (ON BEHALF OF YOURSELF AND THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS OF THIS AGREEMENT, INCLUDING ALL APPLICABLE SAFFIRE GRILLS POLICIES. As used in this Agreement, "we," "us," "our", means Saffire Grills, an Illinois corporation, and "you" and "your" means you as an individual and any associated business applying for and/or participating in the Program under this Agreement.

1. OVERVIEW. This Agreement (as modified from time to time in accordance with its terms), together with (i) a separate but related agreement that you must sign with Saffire Grills. ("Saffire Grills") (which such agreement Saffire Grills may modify from time to time in accordance with its terms) and (ii) certain additional terms as are established from time to time by Saffire Grills and posted in the Brand Ambassador Area on the Saffire Grills website, set forth terms and conditions that apply to and govern your participation in the Program which is administered by Saffire Grills (collectively, the "Governing Terms"). The purpose of this Agreement and the Program is to allow HTML linking (the "Authorized Link") between website(s) that you operate or websites or other channels on which you post content (sometimes collectively referred to as "your sites") and the saffiregrills.com website (the "Saffire Grills Website"), through the Program. Subject to, limited by and to the extent provided in the Governing Terms, you will receive Saffire Grills Credit to be used for Saffire Grills products for each post on your sites that fully complies with the terms set forth in the Program Compensation Plan and may be modified by Saffire Grills in its sole discretion at any time and from time to time without prior notice. To the extent that the terms either in this Agreement or contained in the Program Compensation Plan and in the Brand Ambassador Area (collectively, the "Saffire Grills Terms") are more restrictive on or demanding of you than the terms in any agreement between you and Saffire Grills, the Saffire Grills Terms shall control.

2. YOUR OBLIGATIONS AND REQUIREMENTS AND PROHIBITED ACTIVITY.

- 2.1. To enroll in the Program you must complete and submit the online application available at the Saffire Grills website. Initial approval of your application does not mean that all information or actions set forth in the application comply with this Agreement, and it is your continuing duty to

ensure your compliance with this Agreement and the other Governing Terms. We may reject your application and/or dismiss you from the Program at any time at our sole discretion.

- 2.2. You must provide your full and accurate legal name, a valid email address, and any other information required to complete the enrollment process for the Program. You will only provide true and accurate information to Saffire Grills, and will update any such information as necessary to ensure that such information is kept complete and accurate. You will not use any “bot” or other automated method to enroll or participate in the Program.
- 2.3. You are responsible for any and all activity undertaken in connection with your Program account, and are solely responsible for maintaining the information used in connection with your Program account.
- 2.4. It is your responsibility to maintain, update, and otherwise operate or, alternatively, monitor (whichever is applicable) your site(s), and to ensure that your site(s) and marketing activity comply with all applicable laws, rules, regulations and policies (collectively, the “Law”, including the provision of any notifications required to bring such activity into compliance with the Law.
- 2.5. You agree to engage in active, continued promotion of the Saffire Grills Website and of the Saffire Grills enterprise in various marketing channels, and to do so in accordance with the Governing Terms.
- 2.6. You will not engage in, promote, or contribute to, and your sites will not be a platform for, the publishing, hosting, or promotion of sexually explicit materials, scantily clad images or video, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, or of any content that is unlawful, harmful, threatening, defamatory, obscene, harassing or otherwise objectionable to us in our sole discretion.
- 2.7. You will not engage in, promote, or contribute to any activity, software, or materials that may divert commissions from other participants in the Program.
- 2.8. You will not engage in, promote, or contribute to any illegal activity or violation of legal rights, including the rights of Saffire Grills.
- 2.9. You will not engage in “spam” advertising, send unsolicited commercial email, post commercial messages to any forum that prohibits such messages, or engage in any other advertising or marketing practices that are deceptive, misleading, fraudulent, or otherwise objectionable in our sole discretion.
- 2.10. You will not create or link to a website that copies, resembles, has the look and feel of or creates the impression that it is the Saffire Grills Website or any other platform of Saffire Grills.
- 2.11. You will not use any coupon that is not provided in Saffire Grills.
- 2.12. You understand that Saffire Grills does not ship product world-wide. Accordingly, if You enroll it is Your responsibility to arrange for use of any compensation (Saffire Grills credits) that You may receive. Please be advised that we only ship to the contiguous United States, so it is the

Ambassador's responsibility to figure out a method of shipment to retrieve their orders if they reside in other territories.

3. RIGHTS OF SAFFIRE GRILLS.

- 3.1. We have the right to monitor your site(s) at all times to ensure that your site(s) comply with the terms of this Agreement and all applicable terms and conditions of the Program. We may notify you of any changes to your site(s) that we feel should be made. Without limiting our rights as stated herein, we may terminate your participation in the Program if you do not make any changes to your site(s) that we feel are necessary or appropriate.
- 3.2. We reserve the right to terminate this Agreement and your participation in the Program immediately and without notice to you should we suspect that you have committed fraud or otherwise violated the terms of this Agreement. If such fraud or abuse is detected, Saffire Grills shall not be liable to you for any commissions for such fraudulent sales.
- 3.3 As between Saffire Grills and you, Saffire Grills shall have the sole right and authority in operating, maintaining and administering the Saffire Grills Website, and you shall not interfere with, intercede in or otherwise have any relationship to or with any transaction thereon including, without limitation, transactions with respect to which you receive a commission.

4. SAFFIRE GRILLS INTELLECTUAL PROPERTY

- 4.1. All Saffire Grills trade names, trademarks, service marks, logos, slogans, domain names, trade dress, coupons, hypertext links, promotional codes, designs, works of authorship, and other advertising and marketing material (collectively, the "Saffire Grills Intellectual Property") is the property of Saffire Grills, and you will not use such Saffire Grills Intellectual Property except in the form provided to you through the Program, and solely for the purpose and in the manner licensed in this Agreement and the other Governing Terms, or as otherwise explicitly authorized by Saffire Grills.
- 4.2. Unless and only to the extent explicitly authorized by Saffire Grills, you will not modify any Saffire Grills Intellectual Property or use any modified or derivative version of any Saffire Grills Intellectual Property.
- 4.3. Unless and only to the extent explicitly authorized by Saffire Grills, you will not use or register any domain name, or any social media profile name, handle, or moniker, that comprises or incorporates any Saffire Grills Intellectual Property or any variations, derivatives or misspellings thereof.
- 4.4. Unless and only to the extent explicitly authorized by Saffire Grills you will not bid on or otherwise use any Saffire Grills Intellectual Property or any variation, derivative or misspelling thereof as a search, advertising, or other pay-per-click keyword, either in isolation or in combination with other terms.
- 4.5. You will not publish, host, or promote any Saffire Grills Intellectual Property or other material that misrepresents your relationship with Saffire Grills or implies that you are an official site, authorized dealer, or otherwise specially connected with or sponsored by Saffire Grills. Without limiting the

foregoing, you will not publish, host, or promote any press releases, print advertising, or co-branding items that reference Saffire Grills or make use of any Saffire Grills Intellectual Property or any variations or derivatives thereof, except to the extent explicitly authorized by Saffire Grills.

- 4.6. You will not use any Saffire Grills Intellectual Property or refer to Saffire Grills, its platforms, products, enterprise, owners or employees in any manner that is disparaging, misleading, obscene, or that otherwise portrays any of the foregoing in a negative light.

5. **TERMINATION.** Either you or we may end this Agreement AT ANY TIME, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email, or fax. In addition, this Agreement will terminate automatically and immediately upon any breach of this Agreement by you. Upon termination, you will remove all Saffire Grills content from any domain name, site, and electronic account that you operate or control, in whole or in part, including the site(s). Sections 2, 4, 8, 9, 10, 11, 12, 13, and 14 of this Agreement shall survive termination.

6. **MODIFICATION.** We reserve the right to modify the Saffire Grills Terms and any applicable Saffire Grills policies at any time, in our sole discretion. Any such modifications will be made available to you through the Saffire Grills Website, and/or other means. You acknowledge that it is your obligation to regularly check the Saffire Grills Website to ensure your compliance with all updated Governing Terms and policies. If any modification is unacceptable to you, your only option is to terminate this Agreement and your participation in the Program. Your continued participation in the Program following the posting of any such modifications on the Saffire Grills website, or your receipt of other notification will indicate and confirm your agreement to such modifications.

7. **COMMISSIONS AND PAYMENT.** The calculation and payment of all commissions that you earn in connection with your participation in the Program shall be made available in accordance with Saffire Grill's then current Program Compensation Plan (which may be modified from time to time at the discretion of Saffire Grills). Please refer to Saffire Grill's Program Compensation Plan for conditions to compensation and compensation amounts paid in the form of Saffire Grills credit to be used for Saffire Grills products. You understand and agree that You must fully perform on each task in order to receive any compensation. Saffire Grills will not provide compensation for partial performance or failure to fully comply with all instructions. You understand that any Saffire Grills credit you earn under the Program Compensation Plan is not transferable and has no cash-out value. The commissions paid in accordance with the Saffire Grills Program Compensation Plan are the only compensation you are owed for your participation in the Program, and no other compensation of any kind is payable to you under this Agreement. You are solely responsible for (a) all costs and expenses incurred by you in connection with the implementation and performance of your responsibilities and obligations under this Agreement and the other Governing Terms; and (b) any and all taxes, fees, duties, tariffs or charges which may be imposed on you in connection with your participation in the Program. Notwithstanding, and without limiting, the foregoing, Saffire Grills

reserves the right to make a final binding determination regarding your entitlement to a commission under this Agreement for any particular transaction.

8. **CONDITIONAL GRANT OF LICENSE.** We grant to you a non-exclusive, non-transferable, revocable right to use and display the Saffire Grills Intellectual Property provided to you through the Program solely for the purpose of facilitating and expanding Internet traffic to the Saffire Grills Website in compliance with the terms and conditions of this Agreement and the other Governing Terms. You agree that any goodwill created through your use of the Saffire Grills Intellectual property and other activities under this Agreement will inure to the sole benefit of Saffire Grills.
9. **DISCLAIMER.** SAFFIRE GRILLS MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE SAFFIRE GRILLS WEBSITE OR ANY OTHER WEBSITES MAINTAINED AND OPERATED BY SAFFIRE GRILLS OR THE PRODUCTS OR SERVICES PROVIDED THEREON OR OTHERWISE OFFERED BY SAFFIRE GRILLS, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN ADDITION, SAFFIRE GRILLS MAKES NO REPRESENTATION THAT THE OPERATION OF ANY SAFFIRE GRILLS WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE, AND SAFFIRE GRILLS IS NOT LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.
10. **REPRESENTATIONS AND WARRANTIES.** You represent and warrant that:
 - 10.1. This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;
 - 10.2. You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party; and
 - 10.3. You have sufficient right, title, and interest in and to the rights granted to us in this Agreement.
11. **LIMITATION OF LIABILITY.** WE WILL NOT BE LIABLE TO YOU UNDER OR WITH RESPECT TO THIS AGREEMENT UNDER ANY THEORY IN OR OF CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL OUR CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS AGREEMENT.
12. **INDEMNIFICATION.** You hereby agree to defend, indemnify and hold harmless Saffire Grills, and its subsidiaries and affiliates, and their directors, officers,

employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") that directly or indirectly arise out of, relate to, or are based on, in whole or in part, any claim related to any of your site(s), your participation in the Program, and/or your breach of any obligation, representation, or warranty set forth in this Agreement.

13. CONFIDENTIALITY. All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during the effective term of this Agreement which is marked "Confidential" or would reasonably be understood as confidential information regardless of marking, will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

14. MISCELLANEOUS.

- 14.1. You agree that you are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Saffire Grills. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement that could be reasonably understood to contradict anything in this Section.
- 14.2. Neither party may assign its rights or obligations under this Agreement to any party, except to a party who obtains all or substantially all of the business or assets of a third party.
- 14.3. With respect to any provision of this Agreement under which your right to act is conditioned upon the authorization, consent or approval of Saffire Grills such assent is effective only if delivered in writing prior to the act in question, and may be granted, withheld or delayed by Saffire Grills in its sole discretion.
- 14.4. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard to the conflicts of laws and principles thereof. Any dispute arising out of or related to the Program, this Agreement and the other Saffire Grills Terms, or the subject matter thereof shall be resolved in the state or federal courts of Winnebago County, Illinois USA, and you agree to exclusive jurisdiction and venue therein. The prevailing party in any dispute initiated under this Agreement shall be entitled to the reimbursement from the other party of reasonable attorney fees and costs.
- 14.5. You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.
- 14.6. This Agreement represents the entire agreement between Saffire Grills and you, and shall supersede all prior agreements and communications of the parties, oral or written.

- 14.7. The headings and titles contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.
- 14.8. If any provision of this Agreement is held by a court of competent jurisdiction, in a final non-appealable order, to be invalid, illegal or contrary to public policy, the Agreement shall be construed as though such provision did not appear herein, and the remaining provisions of this Agreement shall continue to be in full force and effect. The parties, however, shall make a good faith effort to replace the invalid provision with a valid provision which most closely reflects the original intent of the parties.
- 14.9 The failure or delay of Saffire Grills to enforce any of the Governing Terms against you shall not constitute a waiver on the part of Saffire Grills of its right to subsequently enforce those or other of the Governing Terms against you.