

## BRAND USA AMBASSADOR AGREEMENT

### CONTRACT DETAILS

<b>KEY DETAILS</b>	
<b>Brand USA:</b>	<b>CORPORATION FOR TRAVEL PROMOTION dba BRAND USA</b> whose business address is at 1875 K Street NW, Suite 450, Washington DC 20006, USA.
<b>Ambassador:</b>	<b>[INDIVIDUAL NAME]</b> of [address] / <b>[COMPANY NAME]</b> (Company Number <b>[NUMBER]</b> ) whose registered office address is at <b>[ADDRESS]</b> .
<b>DEFINED TERMS</b>	
<b>Deliverables:</b>	A post or reel that showcases the United States of America as a diverse, story-rich destination through localised content.
<b>Exclusivity Requirements:</b>	The Ambassador shall not, without the prior written consent of Brand USA, during the Term, provide services that are the same or similar to the Services for any tourism board or any other company that competes with or provides similar services to Brand USA.
<b>Global Ambassador Insignia:</b>	The title "Brand USA Global Ambassador" and a digital badge to be distributed electronically after the application.
<b>Inappropriate Content:</b>	Any content that is obscene, indecent, pornographic, seditious, offensive, discriminatory, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous, derogatory of Brand USA, the United States of America, the United States Government or any of its institutions or representatives, or any other of Brand USA's partner organisations, or is otherwise inappropriate or does not comply with Brand USA's guidelines as issued to the Ambassador in writing from time to time.
<b>"Key Individuals"</b>	Malcolm Smith, Jackie Ennis, and such other persons as may be agreed by Brand USA in writing from time to time.
<b>Media:</b>	Such websites and/or accounts as Brand USA may advise the Ambassador from time to time in writing.
<b>Purpose:</b>	To strengthen destination knowledge and amplify travel experiences to the United States of America by:  - growing reach and engagement for the Brand USA Discovery Program;

	<ul style="list-style-type: none"> <li>- offering direct feedback on Brand USA campaigns, products, and trainings;</li> <li>- positioning Brand USA as a global leader in trade education and development;</li> <li>- promoting collaboration with consortia, airline, destination, and media partners; and</li> <li>- showcasing the USA as a diverse, story-rich destination through localised content.</li> </ul>
<b>Quarter:</b>	Each successive period of three (3) calendar months during the Term, commencing on <b>the date of this agreement.</b>
<b>Services:</b>	<p>The Ambassador may be asked to:</p> <ul style="list-style-type: none"> <li>- participate in feedback calls with Brand USA each Quarter and at least two (2) global webinars in each year of the Term;</li> <li>- create, deliver and host at least one (1) Training Session during the Term;</li> <li>- share at least one Deliverable on the Media promptly following each Brand USA event or familiarisation opportunity attended by the Ambassador, or as otherwise directed by Brand USA in writing;</li> <li>- follow the Brand USA social platforms (including the Visit the USA Instagram, TikTok, and LinkedIn accounts) and share, like and engage with posts and reels on such accounts. Brand USA will provide ongoing direction and suggestions on the best way to engage with posts;</li> <li>- use reasonable endeavours to attend select Brand USA events and familiarisation opportunities by invitation only from Brand USA;</li> <li>- recruit at least ten (10) new agents to the USA Discovery Program during the Term;</li> <li>- complete destination surveys after any Brand USA event or familiarisation experience; and</li> <li>- comply with the Exclusivity Requirements.</li> </ul> <p>Failure to meaningfully participate in the above may result in</p>

	the Termination of this agreement.
<b>Term:</b>	One (1) year from the date of this agreement subject to earlier termination.
<b>Training Session:</b>	A United States of America focused training session (e.g. to the Ambassador's store, team or agency network).

1. This agreement comprises the following:

- (a) the Contract Details set out above; and
- (b) the Agreed Terms set out below.

2. If there is any conflict or ambiguity between them, a term contained in the Contract Details shall have priority over one contained in the Agreed Terms.

3. For the purposes of this agreement, a reference to "writing" or "written" includes email.

This agreement has been made on the date stated at the beginning of it.

Signed by [AMBASSADOR][[NAME OF AUTHORISED SIGNATORY] for and on behalf of Brand USA] .....

[Ambassador][Authorised signatory]

**AGREED TERMS**

**1 COMMENCEMENT AND DURATION**

- 1.1 This agreement commences on the **[date of this agreement]** (“**Commencement Date**”) and continues, subject to earlier termination, until expiry of the Term, when it terminates automatically without the need for notice.

## **2 AMBASSADOR’S OBLIGATIONS**

2.1 The Ambassador agrees to:

- (a) act in Brand USA’s best interests;
- (b) perform the Services to the best of their skill and ability and in fulfilment of the Purpose;
- (c) use its best endeavours to ensure that the provision of the Services enhances Brand USA’s brand and image and the United States of America’s reputation;
- (d) promptly comply with Brand USA’s instructions and any brand guidelines notified to the Ambassador from time to time in writing
- (e) deliver to Brand USA any materials to be used in a Training Session at least one (1) month in advance of the Training Session and comply with Brand USA’s feedback in relation to such materials. The Ambassador agrees to only use materials in a Training Session that have been approved by Brand USA in advance in writing;
- (f) not include any Inappropriate Content in any Deliverable or Training Session and make any derogatory statement relating to Brand USA or the United States of America in public, online, to the press or elsewhere;
- (g) use the Global Ambassador Insignia in the Ambassador’s email signature and each of its social media biographies and account profile pages;
- (h) create the Deliverables and perform the Services in accordance with the terms of use of the Media, the law, applicable advertising regulations, codes, and guidance, as updated from time to time. Without limiting the foregoing, the Ambassador shall use an appropriate disclosure or designation (such as #ad or such other disclosure or designation that is approved by the competent regulator in the Ambassador’s territory) in the Deliverables in a way that is clear and comprehensible before the consumer engages with the content;
- (i) ensure that each Deliverable posted on the Media remains live on the Ambassador’s channels for at least one (1) year from the date on which the Ambassador made the post; and
- (j) ensure that the Key Individuals are actively involved in providing, and/or managing and supervising the provision of, the Services at all material times;
- (k) at Brand USA’s request, remove as soon as practicably possible, any posts of the Deliverables (whether from the Media or otherwise) which Brand USA determines in its sole discretion (acting reasonably) contains Inappropriate Content or to which

Brand USA otherwise reasonably objects.

### **3 INTELLECTUAL PROPERTY RIGHTS**

- 3.1 In consideration for the provision of the Services, Brand USA grants the Ambassador a worldwide, non-exclusive, royalty-free, non-sublicensable, revocable right to use the Global Ambassador Insignia in its performance of the Services in accordance with the terms of this agreement.
- 3.2 The Ambassador acknowledges that Brand USA is the owner of the intellectual property rights (including all copyright, trademarks, service marks, logos and goodwill) in the Global Ambassador Insignia, and that any goodwill derived from the use by the Ambassador shall accrue to Brand USA. Brand USA may at any time call for a document confirming the assignment of that goodwill and the Ambassador shall promptly execute it.
- 3.3 The Ambassador acknowledges that Brand USA is the owner of the intellectual property rights in any ideas, concepts, or other feedback provided by the Ambassador in relation to any Brand USA campaigns, products, and trainings. The Ambassador hereby assigns to Brand USA, by way of present and future assignment, all right, title, and interest in, and Brand USA is free to use without any attribution or compensation, any such ideas, concepts, or other feedback.
- 3.4 Subject to clauses 3.2 and 3.3 above, Brand USA agrees that all intellectual property rights in the Deliverables, and the Ambassador's pre-existing trademarks, service marks, logos, other materials connected with the Ambassador's brand, names, biography, signature, image, voice and likeness, (together, the "**Ambassador Assets**"), shall vest in and remain the sole property of the Ambassador at all times.
- 3.5 The Ambassador grants Brand USA a worldwide, non-exclusive, royalty-free, revocable sub-licensable right to use the Ambassador Assets for the purpose of promoting the Ambassador's association with, and provision of the Services to, Brand USA, including by using and posting any Deliverables on Brand USA's own websites, social media pages and other marketing and publicity materials. The Ambassador acknowledges that Brand USA is not responsible for third parties' use of the Ambassador Assets or for their removal from media outside its control after the expiry of the Term.
- 3.6 The Ambassador recognises that Brand USA has the unlimited right to edit, copy, alter, add to, take from, adapt and translate the Deliverables and dub them into one or more foreign languages and the Ambassador irrevocably and unconditionally waives the benefit of their moral rights arising under applicable law in favour of Brand USA and all its licensees, sublicensees, assignees and successors in title of or to the rights in the Deliverables.

### **4 WARRANTIES AND INDEMNITIES**

- 4.1 The Ambassador warrants, represents and undertakes that:
- (a) they have the legal capacity and are free contractually to enter into and to perform this agreement and have not entered and will not enter into any professional, legal

or other commitment which would or might conflict with or prevent their doing so;

- (b) they have the authority to enter into this Agreement and the signature of the authorised representative below will be legally binding on the Ambassador;
- (c) the Deliverables and Training Session materials (excluding the Global Ambassador Insignia):
  - (i) are wholly original and their use in accordance with this agreement will not infringe the intellectual property rights or other rights of any third party;
  - (ii) will not contain any defamatory matter, breach any contract, law or duty of confidentiality, infringe data protection rights or constitute contempt of court or obscenity (and in particular do not constitute Inappropriate Content); and
  - (iii) will comply with the Media's terms of use, the law, applicable advertising regulations, codes, and guidance, as updated from time to time.
- (d) they have not used paid followers, bots or other forms of technology to artificially inflate their follower numbers or make their posts appear more popular; and
- (e) they have and will maintain at least a Silver Badge in the USA Discovery Program for the Term.

4.2 The Ambassador shall indemnify Brand USA against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by Brand USA arising out of or in connection with any third-party claims or any action, adjudication or decision taken against Brand USA by any regulatory body, in each case directly or indirectly arising (in whole or in part) out of any breach of clause 4.1.

## **5 LIMITATION OF LIABILITY**

5.1 References to liability in this clause 5 include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, breach of statutory duty, restitution or otherwise.

5.2 Nothing in this agreement shall limit any liability:

- (a) under clause 4.2 (the Ambassador's indemnity); or
- (b) which cannot legally be limited, including but not limited to liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

5.3 Subject to clause 5.2:

- (a) Brand USA's total aggregate liability to the Ambassador shall not exceed £1,000;

- (b) Brand USA shall not have any liability to the Ambassador for any:
  - (i) loss of profits or income;
  - (ii) loss of sales or business;
  - (iii) loss of agreements or contracts;
  - (iv) loss of anticipated savings;
  - (v) loss of use or corruption of software, data or information;
  - (vi) loss of or damage to goodwill; or
  - (vii) indirect or consequential loss.
- (c) Brand USA shall have no liability for loss of publicity or loss of opportunity to enhance the Ambassador's reputation.

5.4 Any materials provided by Brand USA to the Ambassador under or in connection with this agreement are provided 'as is' and without any representations, warranties or assurances whatsoever. The Ambassador undertakes to undertake such checks as may be appropriate or advisable before using any such materials in the Media. When providing the Ambassador with any such materials, Brand USA may, at its discretion, provide the Ambassador with separate written assurances.

## **6 TERMINATION**

- 6.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
  - (b) the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 6.1(b);
  - (c) the other party is declared bankrupt or makes any arrangement with or for the benefit of their creditors or has a county court administration order made against them under the County Court Act 1984 or any similar or analogous law anywhere in the world;
  - (d) the other party suspends or ceases, or threatens to suspend or cease, carrying on

business;

- (e) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under any mental health legislation; or
- (f) there is a change of control (meaning the ability to direct the affairs or policies of a company, whether pursuant to the ownership of shares, contract or otherwise) of the other party.

6.2 Without affecting any other right or remedy available to it, Brand USA may terminate this agreement with immediate effect by giving written notice to the Ambassador if the Ambassador breaches any of clause 2.1 or if Brand USA considers reasonably that it would be in Brand USA's best interests to terminate this agreement early.

6.3 On termination or expiry of this agreement for any reason:

- (a) the Ambassador shall immediately cease using the Global Ambassador Insignia;
- (b) the Ambassador shall, if requested by Brand USA, remove any and all posts of the Deliverables from all media within its control as soon as practicably possible; and
- (c) each party shall promptly deliver to the other party (or dispose of as directed by it) all materials and property belonging or relating to the other party and all copies of the same, to the extent that such materials are in the relevant party's possession or control and it is practicable to do so.

## **7 CONFIDENTIALITY AND DATA PROTECTION**

7.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 7.2.

7.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 7; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.3 No party may use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

7.4 Each party shall, at its own expense, ensure that it complies with and assists the other

party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data. This clause is in addition to, and does not reduce, remove or replace, a party's obligations arising from such requirements.

## 8 GENERAL

8.1 **Force majeure:** Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for thirty (30) days, the party not affected may terminate this agreement by giving not less than ten (10) days' written notice to the affected party.

8.2 **Assignment and other dealings:** The Ambassador shall not assign, novate, transfer, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). Brand USA shall have no such restrictions.

8.3 **Entire agreement:** This agreement constitutes the entire agreement between the parties. Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

8.4 **Variation:** No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8.5 **Waiver:** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

8.6 **Severance:** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this agreement is deemed deleted under this clause 8.6, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

### 8.7 Notices

(a) Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

(i) delivered by hand or by pre-paid first-class post or other next working day delivery service at the address specified in the Contract Details or such other address as that party may have specified to the other party in writing in

accordance with this clause; or

- (ii) sent by email to the following addresses (or an address substituted in writing by the other party to be served):

**Brand USA:** jconte@thebrandusa.com

**Ambassador:** As provided in the application

- (b) Any notice shall be deemed to have been received:
  - (i) if delivered by hand, at the time the notice is left at the proper address;
  - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting; or
  - (iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- (d) For the purposes of this clause, a "**Business Day**" shall mean a day other than a Saturday, Sunday or public holiday in the United States of America. "**Business Hours**" shall mean the period from 9.00am to 5.00pm (EST) on any Business Day.

8.8 **No partnership or agency:** Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, or authorise any party to make or enter into any commitments for or on behalf of the other party.

8.9 **Governing law:** This agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

8.10 **Jurisdiction:** Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.