



AFOLAOLA — Global Digital Solutions

PRODUCT ADVOCATE AGREEMENT

Volunteer Brand Ambassador Program

AFOLAOLA believes that great products grow through trust, integrity, and authentic community — not manufactured engagement. This Agreement reflects that philosophy and establishes the standards expected of every Product Advocate.

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Company Governing Jurisdiction	

This Product Advocate Agreement (this “Agreement”) is made and entered into between:

BETWEEN:

AFOLAOLA POS Ventures, operating the Company’s software products, platforms, and digital services under the AFOLAOLA brand, together with such other products as it may develop, acquire, or introduce from time to time, of _____ (the “Company”)

AND:

[Advocate Full Name], an individual residing at _____ (the “Advocate”)

(each a “Party” and together the “Parties”)

Governing Law: Laws of the Company’s Governing Jurisdiction (see Section 39)

This document is a template prepared for adaptation and review by qualified legal counsel in the Company’s jurisdiction prior to use or execution. It does not constitute legal advice.

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Recitals

WHEREAS the Company develops and operates a portfolio of software products, platforms, and digital services under the AFOLAOLA brand, and may develop, acquire, or introduce additional products, platforms, and services from time to time (collectively, the “Products”);

WHEREAS the Company has established a voluntary Product Advocate Program to enable individuals who genuinely believe in the Company’s mission to support product awareness, authentic community engagement, and user feedback;

WHEREAS the Advocate wishes to participate in the Program on a purely voluntary, non-compensated, non-exclusive basis, without creating any employment, agency, partnership, contractor, or equity relationship with the Company;

WHEREAS the Parties wish to record the terms governing the Advocate’s participation in the Program;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Definitions

For the purposes of this Agreement, the following terms have the meanings set out below. Terms defined in the singular include the plural and vice versa.

- 1.1 “Advocate” means the individual identified on the signature page who participates in the Program on the terms of this Agreement.
- 1.2 “Advocate Content” means any content created or published by the Advocate that references, depicts, or discusses a Product or the Company, including posts, reviews, videos, screenshots, articles, and testimonials.
- 1.3 “Company Materials” means the Company’s trademarks, logos, trade names, product screenshots, marketing collateral, approved messaging, and other proprietary materials made available to the Advocate.
- 1.4 “Confidential Information” means non-public information disclosed by the Company to the Advocate in connection with the Program, including product roadmaps, unreleased features, architecture, business strategy, pricing, and user information, however disclosed.
- 1.5 “Governing Jurisdiction” means the jurisdiction identified as the Company Governing Jurisdiction on the Cover Page and signature page of this Agreement, being the jurisdiction in which the Company is legally established as of the Effective Date, unless otherwise expressly agreed in writing by both Parties.
- 1.6 “Products” means all software products, platforms, applications, and digital services now existing or hereafter developed, acquired, operated, or offered by the Company under the AFOLAOLA brand or otherwise, whether currently offered or introduced by the Company at any time in the future, each a “Product.”
- 1.7 “Program” means the Company’s Product Advocate program described in this Agreement, by which individuals voluntarily support product awareness and community trust.
- 1.8 “Term” has the meaning given in Section 33.

- 1.9 “Territory” means worldwide, without geographic restriction, reflecting the global and online character of the Company’s user community.

2. Purpose of the Program

- 2.1 The Program exists to enable individuals who authentically value the Company’s mission — building privacy-first, thoughtfully designed software — to support awareness, adoption, and community trust around the Products on a voluntary basis.
- 2.2 The Program is not a marketing labour arrangement, referral scheme, or disguised employment or contractor relationship. It reflects the Company’s belief that durable growth is built through genuine relationships rather than manufactured engagement.
- 2.3 Nothing in this Agreement obligates the Advocate to perform any minimum level of activity, and nothing obligates the Company to provide any minimum level of support, recognition, or reward in return.

3. Appointment as Product Advocate

- 3.1 Subject to this Agreement, the Company appoints the Advocate, and the Advocate accepts appointment, as a non-exclusive Product Advocate for the Products within the Territory.
- 3.2 This appointment is personal to the Advocate and may not be delegated, subcontracted, or assigned.
- 3.3 The Company may appoint any number of other Product Advocates concurrently and is under no obligation to limit or coordinate advocacy activity among them.
- 3.4 This appointment, and any informal title used to describe it (including “Brand Ambassador”), does not confer exclusivity, employment status, officer designation, or any title recognized under corporate or employment law.

4. Program Levels

The Company may operate the Program in tiers to recognize experience and contribution. This Section reserves that flexibility whether or not tiers are in active use at any given time.

- 4.1 The Company may, at its sole discretion, classify Advocates into program levels reflecting contribution, consistency, experience, or community role, which may include titles such as Product Advocate, Senior Product Advocate, Community Ambassador, and Regional Ambassador.
- 4.2 Program levels, where used, are descriptive and discretionary. They do not alter the fundamental nature of the relationship described in Section 6, do not create additional compensation entitlements, and may be introduced, modified, renamed, or discontinued by the Company at any time.
- 4.3 Assignment to, or removal from, a given level is at the Company’s sole discretion and is not subject to appeal under this Agreement.

5. Acceptance of Policies

- 5.1 The Advocate agrees to comply with the Company’s Brand Guidelines, Community Standards, Privacy Policy, Product Advocate Handbook, Social Media Policy, and any other policy the Company publishes or updates from time to time and makes available to the Advocate (collectively, “Supporting Policies”).

- 5.2 Supporting Policies are incorporated into this Agreement by reference. The Company may update Supporting Policies without amending this Agreement, provided updates are communicated to the Advocate in a manner consistent with Section 45. Continued participation in the Program following such an update constitutes acceptance of the updated Supporting Policy.
- 5.3 In the event of a direct conflict between a Supporting Policy and the express terms of this Agreement, this Agreement governs.

6. Nature of Relationship

- 6.1 The Advocate participates in the Program strictly as an independent, unpaid volunteer. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create an employment relationship, an independent contractor relationship, an agency relationship, a partnership, or a joint venture.
- 6.2 The Advocate has no authority to bind the Company, incur obligations on its behalf, or make representations, warranties, or commitments in its name, except as expressly authorized in writing.
- 6.3 The Advocate is not entitled to wages, salary, overtime, vacation pay, statutory benefits, workers' compensation coverage, employment insurance, or any other entitlement associated with employment or contractor status under applicable law.
- 6.4 The Advocate is solely responsible for any tax obligations arising from participation in the Program, including in respect of discretionary gifts or incentives received under Section 27.
- 6.5 Should any authority or tribunal determine, notwithstanding this Section, that an employment, agency, or contractor relationship exists, such determination shall not retroactively entitle the Advocate to compensation for any period preceding the determination, except as required by mandatory law.

7. No Exclusivity

- 7.1 This Agreement is non-exclusive. The Advocate may support, use, endorse, or advocate for other organizations, products, or causes, including participating in similar advocacy or ambassador programs offered by other companies.
- 7.2 Notwithstanding Section 7.1, the Advocate shall not simultaneously advocate for a directly competing product while holding themselves out as a Company Product Advocate without first disclosing the relationship to the Company, consistent with Section 25.
- 7.3 Nothing in this Section obligates the Company to treat the Advocate as exclusive, and the Company may engage any number of advocates who also support other organizations.

8. Scope of Activities

- 8.1 The Advocate may, at their own initiative, share information about the Products, participate in community discussion, provide feedback and user testing, assist new users, and create Advocate Content.
- 8.2 The Advocate determines, at their sole discretion, the extent, frequency, and manner of their participation. The Company will not direct the Advocate's day-to-day activity, hours, or methods, consistent with the non-employment nature of this relationship.

- 8.3** The Advocate shall not undertake any activity on the Company's behalf that requires a professional licence, regulatory authorization, or legal capacity the Advocate does not hold.

9. Responsibilities of the Advocate

- 9.1** Represent the Products accurately and in a manner consistent with this Agreement and any brand guidelines provided by the Company.
- 9.2** Disclose their relationship with the Company when discussing the Products in any public or commercial context, consistent with Section 18.
- 9.3** Promptly flag material errors, safety concerns, or misuse of Company Materials of which the Advocate becomes aware.
- 9.4** Comply with the confidentiality and data protection obligations in Sections 12 and 17.
- 9.5** Refrain from conduct that could reasonably damage the Company's reputation, user trust, or the integrity of the Program.

10. Company Responsibilities

- 10.1** The Company may, at its discretion, provide the Advocate with product access, briefings, Company Materials, and relevant updates.
- 10.2** The Company will endeavour to give reasonable notice before withdrawing access to tools, materials, or program benefits, except where immediate withdrawal is necessary to protect the Company, its users, or its Confidential Information.
- 10.3** The Company is not obligated to provide training, supervision, equipment, insurance, or any specific level of support to the Advocate.

11. Authentic Advocacy Policy

The Company's growth depends on trust. The Advocate agrees that authenticity is a condition of participation, not an aspiration, and specifically agrees to the following.

- 11.1** No fake accounts. The Advocate shall not create, operate, or direct the creation of fake, duplicate, or automated accounts to simulate engagement, adoption, or endorsement of any Product.
- 11.2** No fraudulent referrals. The Advocate shall not submit, solicit, or facilitate fraudulent referrals, including referrals of non-existent users or self-referrals designed to trigger incentives.
- 11.3** No purchased engagement. The Advocate shall not buy, exchange, or otherwise artificially inflate likes, followers, downloads, reviews, or any other engagement metric relating to the Products.
- 11.4** No misleading marketing. The Advocate shall not make claims about features, pricing, security, or performance that are false, misleading, or unsubstantiated, and shall represent only capabilities personally verified or confirmed by the Company in writing.
- 11.5** Honest representation. All advocacy shall be grounded in the Advocate's genuine experience and belief. Advocacy motivated solely by an incentive, without genuine use or understanding of the relevant Product, is inconsistent with this Agreement.

11.6 Breach of this Section is a material breach and constitutes grounds for immediate suspension or termination under Sections 32 and 35.

12. Confidentiality

12.1 The Advocate shall hold all Confidential Information in strict confidence, use it solely to perform activities contemplated by this Agreement, and not disclose it to any third party without the Company's prior written consent.

12.2 Confidential Information excludes information that: (a) is or becomes publicly available through no fault of the Advocate; (b) was lawfully known to the Advocate before disclosure; (c) is lawfully received from a third party free of any duty of confidentiality; or (d) is independently developed without use of the Confidential Information.

12.3 If compelled by law to disclose Confidential Information, the Advocate shall, where legally permitted, give the Company prompt notice to allow it to seek a protective order.

12.4 The obligations in this Section survive termination of this Agreement indefinitely, or for such shorter period as required by applicable law.

13. Intellectual Property

13.1 All intellectual property in the Products, including source code, designs, trademarks, trade secrets, and documentation, is and remains the sole property of the Company.

13.2 Nothing in this Agreement transfers, licenses, or assigns to the Advocate any right, title, or interest in the Company's intellectual property except the limited trademark licence in Section 14.

13.3 The Advocate shall not reverse-engineer, decompile, modify, or create derivative works of any Product except to the extent permitted by applicable law or expressly authorized in writing.

13.4 Any suggestion, idea, or feedback the Advocate voluntarily provides regarding the Products ("Feedback") may be used, implemented, and commercialized by the Company without obligation, compensation, or attribution. The Advocate irrevocably assigns to the Company all right, title, and interest in any Product improvement, feature, or enhancement that is derived from or incorporates Feedback, to the extent it constitutes intellectual property.

13.5 For clarity, this Section does not extend to any invention, work, or idea that the Advocate develops independently of the Products and that does not incorporate or derive from Feedback provided to the Company. The Advocate retains all right, title, and interest in such independent, unrelated personal work.

14. Trademark and Brand Usage Licence

14.1 Subject to compliance with this Agreement and any brand guidelines issued by the Company, the Company grants the Advocate a limited, non-exclusive, non-transferable, royalty-free licence to use the Company's trademarks, logos, and product names solely to identify the Products in the course of advocacy activities.

14.2 The Advocate shall not: (a) alter, distort, or combine Company trademarks with other marks or content in a misleading manner; (b) register or attempt to register any Company trademark, domain name, or

confusingly similar mark; or (c) use Company trademarks in a manner suggesting official endorsement, sponsorship, or employment beyond what this Agreement authorizes.

14.3 All goodwill generated by the Advocate's use of Company trademarks inures solely to the Company.

14.4 The licence granted in this Section terminates automatically and immediately upon expiry or termination of this Agreement.

15. Ownership of Company Materials

15.1 All Company Materials remain the exclusive property of the Company. The Advocate is granted a limited right to access and use Company Materials solely for purposes consistent with this Agreement.

15.2 The Advocate shall not sell, sublicense, or transfer Company Materials to any third party.

15.3 Upon termination, or upon the Company's request, the Advocate shall promptly cease use of, and delete or return, all Company Materials in their possession or control.

16. Digital Assets

16.1 The Company may provide the Advocate with access to Company-affiliated digital spaces and tools to support participation in the Program, which may include Discord servers, Slack workspaces, WhatsApp groups, beta-testing portals, community forums, and Company email aliases (collectively, "Digital Assets").

16.2 All Digital Assets, and any account, credential, or access token associated with them, remain the property of the Company. Access is granted solely for purposes consistent with this Agreement and may be limited, monitored, or revoked by the Company at any time, with or without cause or notice.

16.3 The Advocate shall not use Digital Assets for purposes unrelated to the Program, share access credentials with unauthorized third parties, or retain access following suspension or termination of this Agreement.

17. User Privacy and Data Protection

17.1 The Advocate shall not collect, request, store, or process personal information from users or prospective users beyond what is reasonably necessary for genuine advocacy or feedback-gathering activity, and never on the Company's behalf without written authorization.

17.2 The Advocate shall not access, or attempt to access, Company systems, user accounts, or user data without explicit authorization.

17.3 If the Advocate receives personal information from a user in the course of advocacy, the Advocate shall handle such information in compliance with applicable privacy and data protection laws in the jurisdictions where the Advocate operates and, where applicable, the Governing Jurisdiction, and shall not use it for any purpose other than that for which it was shared.

17.4 The Advocate shall promptly report any suspected data breach or privacy incident involving the Products or Company systems to the Company.

18. Compliance with Laws

- 18.1** The Advocate shall comply with all applicable laws, regulations, and industry codes in connection with their advocacy activities, including consumer protection, anti-spam, and advertising disclosure and misleading-representation laws in effect in the Advocate's jurisdiction and, where applicable, the Governing Jurisdiction.
- 18.2** Where applicable law requires disclosure of a material connection when discussing or endorsing a Product (for example, "#ad," "#gifted," or "Company Advocate"), the Advocate shall include clear and conspicuous disclosure in every relevant communication.
- 18.3** The Advocate is solely responsible for ensuring their advocacy activities do not violate any law applicable to them, and the Company bears no responsibility for the Advocate's individual non-compliance.

19. Code of Conduct

- 19.1** The Advocate shall act honestly, respectfully, and professionally toward users, other advocates, the Company, and the broader community.
- 19.2** The Advocate shall not engage in harassment, discrimination, hate speech, or conduct that would reasonably be regarded as unlawful or unethical.
- 19.3** The Advocate shall not engage in advocacy activity while impaired in a manner that could reasonably be regarded as reflecting adversely on the Company.
- 19.4** Violation of this Code of Conduct may result in suspension or termination under Sections 32 and 35, irrespective of whether the conduct occurs on Company channels.

20. Social Media Guidelines

- 20.1** When posting about the Products, the Advocate shall: (a) identify themselves as a Product Advocate where reasonably relevant; (b) avoid presenting personal opinions as official Company positions; (c) refrain from engaging in public disputes on the Company's behalf; and (d) follow any platform-specific guidance the Company provides.
- 20.2** The Advocate retains full ownership and control of their personal social media accounts. This Agreement grants the Company no right to access, control, or direct such accounts, other than the limited content licence in Section 23.
- 20.3** The Company may request removal of specific Advocate Content that breaches this Agreement, brand guidelines, or applicable law; the Advocate shall act on such requests promptly.

21. Public Communications

- 21.1** The Advocate shall not speak to media, publish official statements, or represent themselves as an authorized spokesperson of the Company without prior written approval.
- 21.2** Public communication regarding unreleased features, roadmaps, financials, or business strategy is strictly prohibited absent express written authorization, consistent with Section 12.
- 21.3** The Advocate may express personal opinions about the Products, provided such opinions are clearly identified as personal and are not presented as Company-endorsed statements.

22. Content Creation

- 22.1** The Advocate may voluntarily create Advocate Content, including reviews, tutorials, social posts, and articles.
- 22.2** All Advocate Content must comply with the Authentic Advocacy Policy (Section 11), the Code of Conduct (Section 19), and applicable law.
- 22.3** The Advocate is solely responsible for ensuring they hold all rights necessary to publish any third-party material incorporated into Advocate Content, such as music or stock imagery.
- 22.4** The Company may, but is not obligated to, provide creative guidance, product screenshots, or messaging suggestions to support content creation.

23. Licence Granted to Company to Repost Advocate-Created Content

- 23.1** The Advocate grants the Company a non-exclusive, worldwide, royalty-free, sublicensable licence to reproduce, adapt, translate, repost, and display Advocate Content across the Company's marketing channels, websites, and promotional materials, with attribution to the Advocate where reasonably practicable.
- 23.2** The Advocate retains ownership of Advocate Content and may continue to use or license it, subject to the licence above, which survives the Advocate's removal of the original post to the extent the Company has already incorporated it into distributed materials.
- 23.3** The Advocate may withdraw this licence prospectively by written notice to the Company. Withdrawal does not require the Company to unpublish materials already distributed before the notice, though the Company will use reasonable efforts to accommodate removal requests.
- 23.4** The Company will not materially alter Advocate Content in a manner that misrepresents the Advocate's views without the Advocate's consent.

24. Brand Protection

- 24.1** Without limiting any other right under this Agreement, the Company reserves the right to require the immediate removal or correction of any Advocate Content or public statement that: (a) inaccurately represents a Product's features, pricing, security, or capabilities; (b) infringes the Company's or any third party's intellectual property rights; or (c) is reasonably likely to damage the Company's reputation or user trust.
- 24.2** Upon receiving such a request, the Advocate shall promptly remove or correct the relevant content. The Company's exercise of this right is without prejudice to any other remedy available to it under this Agreement, including suspension or termination under Section 32 or 35.

25. Conflicts of Interest

- 25.1** The Advocate shall disclose to the Company any relationship, affiliation, or activity that could reasonably conflict with, or appear to conflict with, their role as an Advocate, including advocacy for a competing product.
- 25.2** The Advocate shall not use their position to obtain a personal benefit at the expense of the Company or its users, including undisclosed paid placements that misrepresent independence.

25.3 Where a conflict is disclosed, the Company may permit continued participation subject to conditions, or suspend the Advocate's participation with respect to the conflicted activity.

26. Non-Disparagement

26.1 During the Term and for twelve (12) months following termination, neither Party shall make any public statement that the Party knows to be false, or that is made with malicious intent, and that disparages, defames, or is reasonably likely to harm the reputation, products, or business of the other Party.

26.2 This Section applies to public statements only. It does not restrict either Party from raising concerns, complaints, or criticism privately with the other Party or through appropriate internal channels.

26.3 This Section does not restrict either Party from: (a) providing truthful information in response to legal process or regulatory inquiry; (b) providing good-faith, constructive feedback, whether privately or through appropriate public channels; or (c) making truthful statements in connection with a legal dispute between the Parties.

27. Gifts, Recognition and Incentives

27.1 The Company may, in its sole and absolute discretion, provide the Advocate with recognition, gifts, early access, reimbursements, or other incentives in appreciation of participation in the Program.

27.2 Any such gifts or incentives: (a) are entirely discretionary and are not earned entitlements; (b) may be modified, reduced, or withdrawn by the Company at any time, with or without notice or cause; (c) do not create any expectation, course of dealing, or contractual right to future gifts or incentives, regardless of past practice; and (d) do not constitute wages, salary, or compensation for services within the meaning of any employment or labour law.

27.3 Nothing in this Section obligates the Company to establish a structured incentive, affiliate, commission, or revenue-sharing program. Any such future program will be governed by a separate written agreement and will not be implied by this Agreement or by past discretionary gifts.

27.4 The Advocate is solely responsible for any tax reporting or liability arising from gifts or incentives received.

28. No Future Employment or Equity Rights

28.1 Participation in the Program does not create, and shall not be construed to create, any right, expectation, or option to future employment, contractor engagement, partnership, equity, profit share, or ownership interest in the Company.

28.2 Any future employment, equity, or commercial relationship between the Parties will require a separate, independently negotiated written agreement, and no term of this Agreement shall be used as evidence of an implied offer of such a relationship.

29. Limitation of Authority

29.1 The Advocate has no actual, implied, or apparent authority to negotiate, execute, or bind the Company to any contract, obligation, or liability with any third party.

29.2 Any act purportedly taken by the Advocate on the Company's behalf outside the scope expressly authorized by this Agreement is undertaken solely at the Advocate's own risk and is not binding on the Company.

30. Indemnification

30.1 The Advocate shall indemnify and hold harmless the Company, its officers, employees, and affiliates from and against any claims, losses, liabilities, damages, and reasonable expenses, including legal fees, arising out of: (a) the Advocate's breach of this Agreement; (b) the Advocate's violation of applicable law; (c) Advocate Content that infringes third-party rights; or (d) the Advocate's negligent or wrongful conduct in connection with the Program.

30.2 The Company shall indemnify and hold harmless the Advocate from claims arising solely from the Advocate's authorized use of Company Materials strictly in accordance with this Agreement and the Company's written instructions, excluding any claim arising from the Advocate's own modification, misuse, or unauthorized use of such materials.

30.3 The indemnified Party shall provide prompt notice of any claim, and the indemnifying Party shall control the defence, provided the indemnified Party may participate with its own counsel at its own expense.

31. Limitation of Liability

31.1 To the maximum extent permitted by applicable law, neither Party shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to this Agreement, even if advised of the possibility of such damages.

31.2 Given that the Advocate receives no compensation for participation, the Company's aggregate liability to the Advocate under or in connection with this Agreement shall not exceed the aggregate value of discretionary gifts and incentives actually provided to the Advocate in the twelve (12) months preceding the claim.

31.3 Nothing in this Section limits liability for gross negligence, wilful misconduct, fraud, or any liability that cannot be limited or excluded under applicable law.

32. Suspension

32.1 The Company may immediately suspend the Advocate's participation, including access to Company Materials and any pending incentives, upon reasonable belief that the Advocate has breached this Agreement or that suspension is necessary to protect users, the Company, or the integrity of the Program.

32.2 Suspension is a protective measure and does not itself terminate this Agreement. The Company will inform the Advocate of the general reason for suspension where reasonably practicable and, where appropriate, provide an opportunity to respond before proceeding to termination.

32.3 During suspension, the Advocate shall cease all advocacy activity purportedly conducted on the Company's behalf and shall not use the trademark licence in Section 14.

33. Term

- 33.1** This Agreement commences on the Effective Date and continues until terminated in accordance with Section 35 (the “Term”).
- 33.2** This Agreement does not automatically expire after a fixed period but may be reviewed periodically by the Company.

34. Renewal

- 34.1** As this Agreement continues indefinitely absent termination, no formal renewal is required. Where the Company elects to operate the Program in defined cycles, it may issue an updated Agreement or addendum, and continued participation by the Advocate following notice of updated terms constitutes acceptance of those terms.
- 34.2** The Company may decline to continue the Advocate’s participation at the end of any such cycle without cause, consistent with Section 35.

35. Termination

- 35.1** Either Party may terminate this Agreement at any time, for any reason or no reason, by written notice to the other Party. No minimum notice period is required, reflecting the voluntary, non-compensated nature of the relationship.
- 35.2** The Company may terminate this Agreement immediately, without notice, if the Advocate: (a) breaches Section 11, 12, 14, 17, 18, or 19; (b) engages in conduct that damages or risks damaging the Company’s reputation or user trust; (c) misrepresents the Products; or (d) engages in unlawful conduct in connection with the Program.
- 35.3** Termination does not entitle the Advocate to severance, notice pay, or compensation of any kind, consistent with the volunteer nature of this Agreement.

36. Obligations After Termination

- 36.1** Upon termination, the Advocate shall immediately: (a) cease representing themselves as a Company Product Advocate; (b) cease using the trademark licence granted under Section 14; (c) remove or update public materials identifying the Advocate as an active advocate, where reasonably practicable; and (d) comply with Section 37.
- 36.2** Termination does not affect the licence granted to the Company under Section 23 with respect to Advocate Content already incorporated into distributed Company materials prior to termination.

37. Return or Destruction of Confidential Information

- 37.1** Upon termination, or upon the Company’s request, the Advocate shall promptly return or, at the Company’s election, permanently delete all Confidential Information and Company Materials in their possession or control, and confirm such return or deletion in writing upon request.
- 37.2** The Advocate may retain a copy of Confidential Information solely where required by law, subject to the continuing confidentiality obligations in Section 12.

38. Survival of Key Clauses

38.1 Section 1 (to the extent necessary to interpret surviving terms), and Sections 12, 13, 15.1–15.2, 16, 17, 23, 24, 26, 28, 30, 31, 36, 37, 39, and 40, together with any other provision that by its nature is intended to survive, shall survive expiry or termination of this Agreement.

39. Governing Law

39.1 This Agreement is governed by, and shall be construed in accordance with, the laws of the Governing Jurisdiction, without regard to conflict-of-law principles that would result in the application of the laws of any other jurisdiction.

39.2 The Governing Jurisdiction applicable to this Agreement is the jurisdiction identified as the Company Governing Jurisdiction on the Cover Page and signature page of this Agreement. That identification is definitive and controls over any other statement, policy, website, or communication regarding the Company's jurisdiction of establishment.

40. Dispute Resolution

40.1 The Parties shall first attempt to resolve any dispute arising out of or relating to this Agreement through good-faith negotiation within thirty (30) days of written notice of the dispute.

40.2 If unresolved, the Parties shall attempt to resolve the dispute through mediation administered by a mutually agreed mediator, conducted remotely or at a location the Parties agree upon, before pursuing further proceedings.

40.3 If mediation does not resolve the dispute within sixty (60) days, either Party may submit it to binding arbitration administered in accordance with the UNCITRAL Arbitration Rules then in effect. The arbitration shall be conducted by a single arbitrator. The seat of arbitration shall be the Governing Jurisdiction, unless the Parties agree otherwise in writing. Proceedings may be conducted remotely, in whole or in part, where appropriate. The arbitration shall be conducted in English, and the arbitrator's decision is final and binding; judgment may be entered in any court of competent jurisdiction.

40.4 Notwithstanding the foregoing, either Party may seek interim injunctive relief from a court of competent jurisdiction to prevent irreparable harm, including breach of Section 12, 13, or 14.

41. Force Majeure

41.1 Neither Party shall be liable for delay or failure to perform resulting from causes beyond its reasonable control, including natural disaster, pandemic, act of government, internet or infrastructure failure, or labour disruption.

42. Assignment

42.1 The Advocate may not assign or delegate this Agreement or any rights or obligations under it without the Company's prior written consent, given the personal nature of the appointment.

42.2 The Company may assign this Agreement without the Advocate's consent in connection with a merger, acquisition, corporate reorganization, or sale of substantially all assets relating to the Products.

43. Severability

43.1 If any provision of this Agreement is held invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible, and the remainder shall continue in full force and effect.

44. Entire Agreement

44.1 This Agreement, together with any brand guidelines, policies, or addenda expressly incorporated by reference, constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions, understandings, or agreements, whether oral or written.

45. Amendments

45.1 The Company may update this Agreement or Program policies from time to time. Material changes will be communicated to the Advocate, and continued participation following such notice constitutes acceptance of the updated terms. Either Party may otherwise amend this Agreement only by written instrument signed by both Parties.

46. Waiver

46.1 No failure or delay by either Party in exercising any right under this Agreement operates as a waiver of that right, nor does any single or partial exercise preclude any other or further exercise of that or any other right. A waiver is effective only if in writing and signed by the waiving Party.

47. Electronic Signatures

47.1 This Agreement may be executed electronically. An electronic or scanned signature has the same legal effect as an original signature, to the extent permitted under applicable electronic signature and e-commerce laws in the Governing Jurisdiction and, where relevant, the Advocate's jurisdiction.

48. Notices

48.1 Any notice under this Agreement shall be in writing and delivered by email, with confirmation of receipt, or by courier, to the addresses set out in the signature block or such other address as either Party designates in writing. Notice is deemed received upon confirmed delivery.

49. Counterparts

49.1 This Agreement may be executed in counterparts, including electronically, each of which is deemed an original, and all of which together constitute one and the same instrument.

50. Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above. By signing below, the Advocate acknowledges that they have read and understood this Agreement, have had the opportunity to seek independent legal advice, and voluntarily agree to be bound by its terms.

● FOR AFOLAOLA

 advocates@afolaola.com
COMPANY GOVERNING JURISDICTION
SIGNATURE <i>sign here</i>
DATE
NOTICE ADDRESS

● PRODUCT ADVOCATE

NAME
JURISDICTION (ADVOCATE'S LOCATION)
SIGNATURE <i>sign here</i>
DATE
NOTICE ADDRESS / EMAIL

Both parties should retain a fully executed copy of this Agreement for their records.