

## **Dani Plan Ambassador Program Agreement**

These are the terms and conditions for joining Dani Plan LLC's Ambassador Program.

The Dani Plan LLC, a Michigan Limited Liability company, is engaged in the business of developing, maintaining, marketing, promoting, and creating an online file system software for the benefit of, including but not limited to, those living with special needs and their families, and desires to engage Ambassador as an independent contractor of the Company to provide certain services as set forth in this Agreement.

### **1. Term; Terminations**

As an Ambassador, you will promote the Company's business and Platform, identify to and appeal to potential subscribers of the Company, and sign up New Subscribers to the Platform. This is an at will agreement. Dani Plan can end this Agreement at any time, and so can you. This ambassador Agreement has been designed to ensure the highest quality relationship between you and the Company.

### **2. Commissions**

We will give you a personal promotional code which can be used by New Subscribers to sign up to the Platform at a 25% discounted rate. We will pay you \$25.00 for every New Subscriber who signs up to the Platform using your promotional code during a single calendar year and for which payment is received by the Dani Plan. There are no residual payments. In the event that either party terminates the agreement, any sign ups after 6 months of termination will not be paid Commissions.

### **3. Non-Competition**

During the Term of this Agreement and for a period of twelve (12) months thereafter, you agree that neither you, nor any of your employees or affiliates, shall develop, engineer, design, or license for sale or distribution any product or service which competes, directly or indirectly, with the Company's products or services.

### **4. Confidentiality**

You acknowledge that you will have access to information that is treated as confidential and proprietary by the Company including, without limitation, technology and information pertaining to business operations and strategies, potential customers/customers, pricing, marketing, finances, or operations of the Company, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the "Confidential Information"). You agree to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or in part, to any third party without the prior written consent of the Company in each instance.

## **5. Independent Contractor**

As an Ambassador for the Company, You act solely as an independent contractor and will not be deemed an employee. The Ambassador (a) is not an agent of the Dani Plan and (b) is not authorized to make any representation, contract, or commitment on behalf of the Dani Plan.

## **6. Taxes and Withholdings**

We are not responsible for paying any federal, state, or local taxes on compensation, and You shall be solely responsible for the payment thereof. You agree to accept exclusive liability for complying with all applicable state and federal laws, including laws governing self-employed individuals, if applicable, such as laws related to payment of taxes, social security, disability, and other contribution based on fees paid to you under this agreement, The Company will not withhold or make payments for social security, unemployment, insurance, or disability insurance contributions, or obtain workers' compensation insurance on your behalf.

## **7. Miscellaneous**

- a. This Agreement constitutes the entire understanding between the Ambassador and the Company on the subject matter of this Agreement and supersedes any previous discussions, agreements, and understandings.
- b. As an Ambassador of the Dani Plan you may share your promotion code through personal channels. You may not post, share, or distribute your promotional code on any webinars or social media pages hosted, sponsored, or affiliated with the Dani Plan.
- c. You acknowledge and agree that you are executing this Agreement voluntarily and without any duress or due influence by Dani Plan or anyone else. You further acknowledge and agree that you have carefully read this Agreement and have asked any questions needed to understand the Agreement and fully understand it to your satisfaction.
- d. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.
- e. No modification of or amendment to this Agreement, or any waiver of rights under this Agreement, will be effective unless in writing and signed by you and the Company.