

Alex AI Insurtech LLC Ambassador Program Terms and Conditions

Last updated: November 1, 2025 (v2.1)

These Terms and Conditions ("Agreement") govern the participation of _____ ("the Ambassador") in the Ambassador Program ("the Program") of Alex AI Insurtech LLC ("the Company"). By participating in the Program, the Ambassador agrees to be legally bound by this Agreement.

1. Purpose of the Program

The purpose of the Program is to incentivize the Ambassador to refer potential customers ("Referrals") to the Company for the potential purchase of insurance policies. In exchange, the Ambassador will receive a reward (whether in a one-time or recurring mode) as defined and selected in **Addendum A** of this Agreement.

2. Independent Contractor Status

- a. It is expressly understood and agreed that the Ambassador acts solely as an **independent contractor**.
- b. This Agreement does not create any employment, agency, partnership, or franchise relationship between the Company and the Ambassador.
- c. The Ambassador is not eligible for any benefits provided by the Company to its employees.
- d. The Ambassador is **solely responsible for the payment of all applicable taxes** (federal, state, local) on rewards received. The Company will issue a Form 1099 or other required tax form if the Ambassador exceeds the legal earnings threshold (e.g., \$600 USD in a calendar year).

3. Activation and Certification

- a. To participate and be eligible to receive rewards, the Ambassador must first complete the mandatory "Ambassador Certification".
- b. This certification ensures the Ambassador understands and accepts the compliance, transparency, and marketing rules of this Agreement.
- c. No referral link will be activated, and no rewards will be paid, until the certification has been completed and passed.

4. Ambassador Obligations and Restrictions

Failure to comply with any of the following obligations constitutes a material breach of this Agreement and will result in immediate account termination and forfeiture of any pending rewards.

- a. **No acting as an insurance agent:** The Ambassador is strictly prohibited from acting as or representing themselves as an insurance agent, risk consultant, or employee of the Company.
- b. **Prohibition on policy explanation:** The Ambassador may not explain coverages, provide insurance advice, negotiate premiums, or "sell" policies. The only permitted activity is referring potential customers via the provided link.



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- c. **Prohibition on altering prices:** The Ambassador may not modify, hide, or increase the price of the premium or down payment quoted to the customer.
- d. **Prohibition on misleading claims:** The Ambassador may not make misleading income claims (e.g., "replace your income") or false product promises (e.g., "guaranteed rates").
- e. **Prohibition of self-referral:** The Ambassador is prohibited from using their own link to refer themselves, their spouse, or any member of their immediate household to obtain a discount or reward. The program is solely for attracting **new** customers.
- f. **Prohibition of spam:** The Ambassador may not engage in unsolicited mass emailing (spam) or any deceptive marketing practices.
- g. **Non-disparagement:** The Ambassador shall refrain from denigrating, ridiculing, or publicly criticizing the Company, its products, its employees, or other Ambassadors.

5. Rewards and Payments

- a. **Structure and Selection:** The Ambassador may choose between reward models (One-Time Payment or Recurring). Specific amounts, variables, and **applicable maximum caps** are defined in **Addendum A**.
- b. **Vesting:** A reward is considered "earned" only after the Qualified Referral has paid their first premium and the policy is considered "Active".
- c. **Payment:** The Company will pay earned rewards according to the payment cycle defined in Addendum A.
- d. **Minimums:** A minimum payment threshold for transfers may apply as defined in Addendum A.

6. Term and Termination

- a. This Agreement shall commence on the date of the Ambassador's acceptance and shall continue until terminated by either party.
- b. Either party may terminate this Agreement at any time, with or without cause.
- c. The Company may terminate this Agreement **immediately** if the Ambassador materially breaches any of their Obligations (Section 4).
- d. Upon termination, the Ambassador will lose the right to future rewards but will receive any rewards earned prior to the termination date, subject to payment terms.

7. Intellectual Property

- a. The Company grants the Ambassador a limited, non-exclusive, revocable license to use the name "Alex AI Ambassador" solely to promote their referral link.
- b. The Ambassador may not use the official corporate logo of Alex AI, nor create materials suggesting they are an official communication from the Company.

8. Modification of Terms

The Company reserves the right to unilaterally modify any terms of this Agreement or its Addenda at any time. The Ambassador will be notified via email or through the portal. Continued participation by the Ambassador shall constitute acceptance of such changes.



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9. Acceptance

Registration in the Ambassador Program, completion of the certification, and use of the referral link constitute full and unconditional acceptance of all terms and conditions set forth in this Agreement and in Addendum A.

For Alex AI Insurtech LLC:

Authorized Signature

Printed Name

Date

For the Ambassador:

Ambassador Signature

Printed Name

Date



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