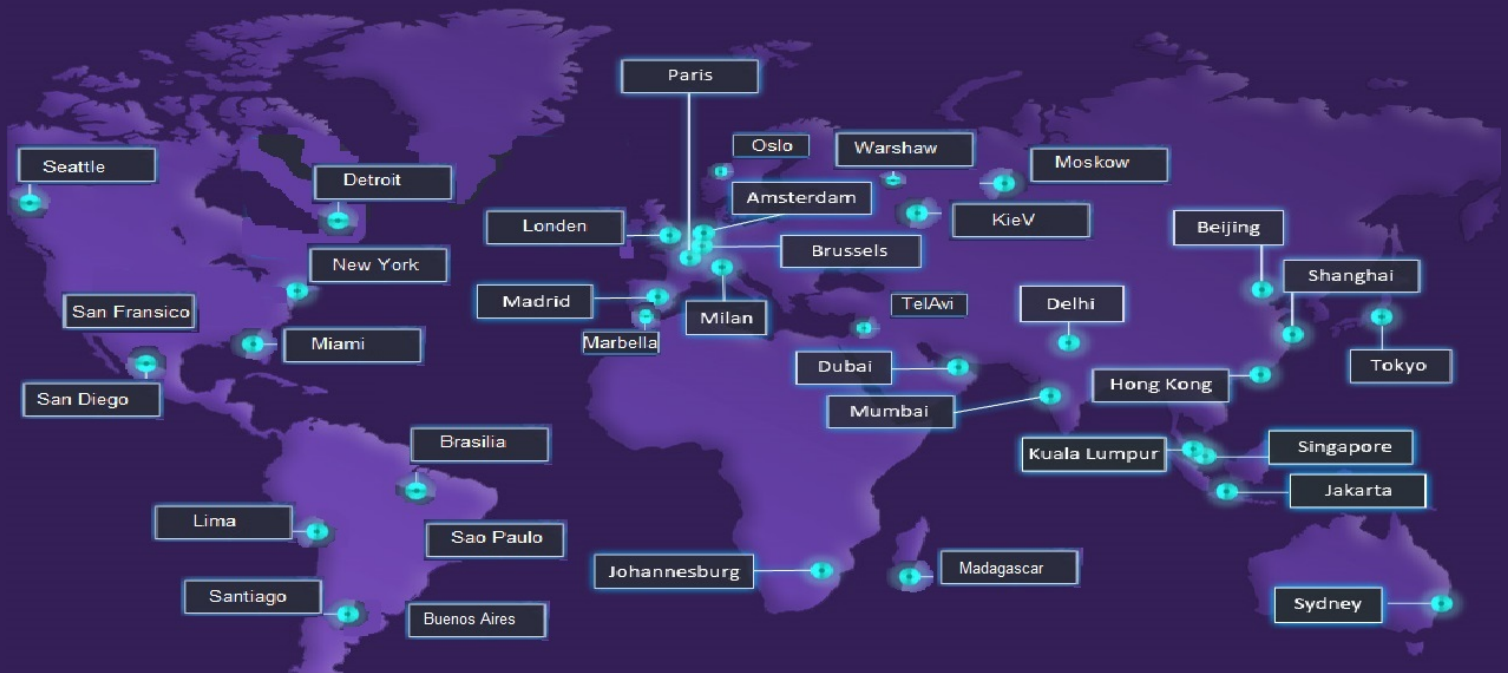


K.M.M.

AMBASSADOR AGREEMENT POLICY



KAMALIYA MARKETING MANAGEMENT

KAMALIYA



KAMALIYA MARKETING MANAGEMENT

Kamaliya Ambassadors





Kamaliya Ambassador Agreement Policy

This Kamaliya Ambassador agreement contains the complete terms and conditions that apply to your participation as an Ambassador of the Kamaliya Marketing Program, and the establishment of promotion activities, acquisition, sales and hypertext links from your social media to the Kamaliya online platform for the purpose of you earning a reward from Qualifying Kamaliya Promotion and Purchases made by consumers & fans who have navigated from your local social media platform to the National Kamaliya platform via said Ambassador promotion activities, posts, by sharing, interaction and hypertext links.

1. Definitions

As used in this Agreement, “K.M.M.”, “Ambassador(s)”, “Kamaliya Ambassador(s)” or “Kamaliya Platform (sites)” means Kamaliya Marketing Management, a marketing dutch corporation, and “Ambassador(s) , you the potential candidate” or “Kamaliya Ambassador” means the appointed Ambassador. “Kamaliya platform or site(s)” individually and collectively means the Kamaliya National website and/or e-mail communications and/or software applications. “Kamaliya Marketing Program” means the marketing program managed by K.M.M.

The terms “Qualifying Purchase or advertising sales”, “rewards”, “sale” or “Ambassador sale” used in this Kamaliya Agreement means a K.M.M. rewarded promotion purchased or advertising deal by a firm, consumers or Kamaliya fans during a visit to the local Kamaliya social media following navigation to the designated URL on the Kamaliya.country site through a share or hypertext link from the Ambassador under this Kamaliya Ambassador Marketing Program. “Net Proceeds” will mean the gross proceeds received by K.M.M. from Qualifying Purchases or advertising on the Kamaliya platform or site(s), promotion and marketing, less costs and expenses attributable to taxes, shipping and handling, fraud and duties.

The terms “Referral Fee” or “reward” used in this Kamaliya Agreement mean moneys duly earned by, payable to, or previously paid to the Ambassador in regard to the aggregate Net Proceeds received from Qualifying Purchases or advertising sales(Ambassador agreed reward system deal) made at the Kamaliya platform or site(s) under the terms of this Kamaliya Agreement and the Kamaliya Ambassador Marketing Program, and acknowledged as such by Kamaliya.country site at its sole discretion.

2. Term Of The Ambassador Agreement

The term of this Ambassador Agreement (the “Term”) will begin upon our acceptance of your personal commitment and application as an Ambassador to enroll your Kamaliya promotional activities and local social media environment in the Kamaliya Ambassador Marketing Program, such application signifying your acceptance of this Ambassador Agreement.

The term shall be for a period of one (1) year from said acceptance, and shall automatically renew by K.M.M. for successive one (1) year terms unless either Party gives thirty (30) days notice to the other that it intends not to renew the Ambassador Agreement at the end of the current term.

3. Kamaliya Promotion

K.M.M. will make available to the Ambassador or you will create, subject to our approval, a variety of promotional concepts & projects, textual concepts, marketing activities in order to link to from social media to your personal Kamaliya.country site. Ambassadors and K.M.M. will cooperate in good faith to develop and implement such activities.

Each promotion activity will permit recipients to navigate directly to a page on the National Kamaliya platform or site(s) designated by K.M.M. via a special tagged Kamaliya link format or Url.





Ambassadors will be responsible for promoting and integrating the Kamaliya information, content Links or Url into the local Ambassador social media redirected to the Kamaliya platform to properly enable promotion, traffic and sales tracking, K.M.M. will not be responsible for ambassadors failure to do so, including to the extent such failure may result in any reductions of rewards that would otherwise be reward to the Ambassador under this Ambassador Agreement.

4. Forbidden Actions

This Ambassador Agreement will be terminated with a written notice if, in its sole discretion, K.M.M. determines that the Ambassador has breached any or all of the following explicitly prohibited actions. [THE AMBASSADOR WILL FORFEIT ANY ACCUMULATED REWARDS AND DEALS IF THE AGREEMENT IS TERMINATED UNDER THIS PROVISION.](#)

Click Fraud: Ambassadors shall not, either directly or indirectly, act, encourage or require users to click on links to Kamaliya.country site and/or generate clicks or orders through any means that could be reasonably interpreted as coerceive, incentivized, misleading, malicious, or otherwise fraudulent.

Inappropriate Content: No other music/artist content or info will be placed on any Kamaliya platform, local social media page or screen that contains content that: incites, encourages, advocates or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; incites, encourages, advocates or promotes illegal activities including, but not limited to, violence against persons or property, terrorism, armed insurrection, piracy or treason; incites, encourages, advocates or promotes the sexual abuse or exploitation of children and minors; violates the intellectual property rights of Kamaliya country site|(s)or platform; or contains or promotes deceptive information.

Own Purchases & advertising deals: Ambassadors have to promote and brand Kamaliya, being constantly busy, responsibly active to achieve positive results, visitors, online traffic, new fans and Kamaliya product purchases and advertising deals during their appointment as a exclusive National Kamaliya Ambassador.

5. Ambassador reward system

Kamaliya Marketing Management will reward Ambassador a appropriate attractive reward proposal of the aggregate Net Proceeds received from Qualifying Kamaliya Purchases, Promotion and Advertising Deal made at the Kamaliya.country site by an Ambassador. The Ambassador reward system is fully described in the Ambassador Reward Agreement ((a fixed Ambassador agreed reward system deal), part of the Ambassador Agreement.

K.M.M. shall track users who access the Kamaliya platform or site(s) from the Ambassador local social media or Kamaliya.country site via a Kamaliya link with a cookie containing the Ambassador's identification, and that expires in thirty 30 days following said visit. The cookie containing the Ambassador identification will be replaced with the cookie of another action if the user subsequently accesses Kamaliya.country site from the link of another Ambassador activity. A Qualifying Purchase or advertising deal made prior to the expiration of the cookie will be attributed to the Kamaliya link provider whose Ambassador identification is recorded in the cookie associated with that Kamaliya platform or site user.

You are only eligible to earn a Referral Fee on sales occurring during the Term, and commissions earned through the date of termination will remain payable only if the Kamaliya product orders are not canceled.

6. Reward conformations

The rewards hereunder will be in accordance with confirmations, reports and signed deal contracts relating to a commercial advertise agreement on the Kamaliya platform website of Qualifying online Kamaliya Purchase or Advertising deal for which Referral Fees are payable.
(a fixed Ambassador agreed reward system deal)



7. Rewards

Ambassador rewards will be paid on or about the 30th of each month. If during any calendar month referral fees do not exceed twenty-five dollars (\$25.00), then you may not receive payments until the following calendar month during which your Ambassador aggregate referrals fees equal or exceed said amount or until the termination of this agreement, whichever occurs earlier.

No reward payment will be made to Ambassadors for sales that result in refunds or returns and, at its own discretion, K.M.M. may elect to withhold rewards or payment for a reasonable time to ensure against cancellations or refunds.

Reward payments shall be made in US Dollars to the PayPal account as nominated by the Ambassador in the name of the party and address provided by Ambassador. Kamaliya Ambassador shall be responsible for all taxes associated with the receipt of any reward payments

8. Representations and Warranties; Limitation of Liability

Each of us hereby represents and warrants that:

- it has full power and authority to enter into this Ambassador Agreement and to perform its obligations hereunder;
- it has obtained all permits, licenses, and other governmental authorizations and approvals required for its performance under this Ambassador Agreement;
- the services to be rendered by each of us under this Kamaliya Agreement neither infringe nor violate any Kamaliya patent, copyright, trade secret, trademark, or other proprietary right.

K.M.M. will remain solely responsible for the operation of the Kamaliya platform & website(s), and the Ambassador will remain solely responsible for the promotion of the Kamaliya National platform and social media modules. Each party acknowledges that their respective online sites may be subject to temporary downtime due to causes beyond their reasonable control subject to the specific terms of this Ambassador Agreement, retains sole right and control over the Kamaliya programming, content and conduct of transactions over its respective Kamaliya platform, site(s) or service.

EACH PARTY SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING (i) THE AMOUNT OF SALES THAT K.M.M. MAY GENERATE DURING THE TERM, AND (ii) ANY ECONOMIC OR OTHER BENEFIT THAT THE OTHER PARTY MIGHT OBTAIN THROUGH ITS PARTICIPATION IN THIS AGREEMENT.

NEITHER K.M.M. NOR AMBASSADOR WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF THIS AGREEMENT. K.M.M.'S ENTIRE LIABILITY ARISING FROM THIS AMBASSADOR AGREEMENT WHETHER IN CONTRACT OR TORT, WILL NOT EXCEED THE AMOUNTS PAYABLE TO AMBASSADOR ACTIVITIES HEREUNDER.

9. Fulfillment and K.M.M. Policy

In the future Kamaliya Marketing Management will be solely responsible for fulfilling all orders for Kamaliya products and rewarding processing, and customers or fans who buys Kamaliya products through the Ambassador Marketing Program will be deemed customers of Kamaliya / K.M.M.

To protect the privacy of Kamaliya's customers & Kamaliya fans, the names of and other personally identifying information about customers will not be provided to others. All information about customers, fans and users collected by Ambassadors shall be owned solely and exclusively by K.M.M.

All rules, policies, operating procedures and information concerning customer or Kamaliya fans orders and sales will apply to those customers and fans, including K.M.M. rules of privacy and confidentiality. We may change our policies and operating procedures at any time, without notice.



All Ambassador project rules, policies, operating procedures and information concerning customer or Kamaliya fans orders and sales will apply to those customers and fans, including K.M.M. rules of privacy and confidentiality. K.M.M. may change our policies and operating procedures at any time.

10. Kamaliya Intellectual Property Rights

K.M.M. hereby grants to Ambassador during the Term a non-exclusive, non-transferable, royalty-reward license to establish promotion between Ambassadors activities, local social media and the Kamaliya Platform & Site(s) and to use Kamaliya's trade names, logos, trademarks and service marks (the "Kamaliya Marks") on Ambassador National social media sites solely as is reasonably necessary to establish and promote Kamaliya, hyperlinks and to otherwise perform Ambassador obligations under this Kamaliya Agreement; provided, however, that any other Kamaliya promotional materials or usages containing any of the Kamaliya Marks will be subject to Kamaliya Marketing Management's prior written approval.

Ambassador hereby grant to K.M.M. during the Term a non-exclusive, non-transferable, royalty-reward license to establish Kamaliya, promotion activities, posts and hyperlinks between Ambassadors activities, local social media and the Kamaliya Platform & Site(s) and and to use Kamaliya's trade names, logos, trademarks and service marks (the "Kamaliya's Marks") solely as is reasonably necessary to establish and promote such Kamaliya the artist and to otherwise perform our obligations under this Kamaliya Agreement; provided, however, that any other Kamaliya promotional materials or usages containing any of the Kamaliya Marks will be subject to the K.M.M. written approval.

Except as set forth above, Ambassadors and K.M.M. each reserve all right, title and interest in respective Kamaliya intellectual property rights (e.g., Kamaliya patents, copyrights, trade secrets, trademarks and other Kamaliya intellectual property rights). Embed or use of other music, artist or musicians's marks at the Global or National Kamaliya Platform or social media except as set forth herein is strictly prohibited.

11. Defend and Secure

The Kamaliya Marketing Management agree to cherish, defend and secure Ambassadors and your marketing, promotion, work, aquisition, recruit actions & activities from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorney's fees) relating to the operation of the Kamaliya Platform a breach of our obligations under this Kamaliya Agreement, or the violation of Kamaliya, Kamaliya intellectual property rights of editorial Kamaliya content or other Kamaliya materials provided by the Kamaliya Marketing Management for display on the Ambassador social media.

Ambassadors agree to cherish, defend and secure Kamaliya, K.M.M. and Kamaliya's Marks, online platform, songs, album, video's, photo's, information, posts, content and more from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorney's fees) relating to the operation of Kamaliya Platform, a breach of Ambassador obligations under this Kamaliya Agreement, or the violation of Kamaliya, Kamaliya intellectual property rights of editorial Kamaliya content or other Kamaliya materials provided by the Kamaliya Marketing Management for display on the Ambassador social media.

12. General Operation Acvtivities

- i. Ambassadors and K.M.M. will each monitor and periodically test the general availability and operation of the respective Kamaliya National Website (Kamaliya.country) and social media.
- ii. Ambassadors and K.M.M. are entering this Kamaliya Agreement as independent contractors, and will be construed to create as a independent Ambassador partnership(agency), a independent joint venture and not as a employment relationship between the Ambassador, Kamaliya and K.M.M.
- iii. In its performance of this Ambassador Agreement and in the operation of Kamaliya platform & Websites, Ambassador and K.M.M. each will comply with all applicable laws, regulations, online rules, Ambassador Agreements and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction.



- iv. Neither Ambassadors or K.M.M. will be considered to be in breach of, or default under, this Kamaliya Agreement on account of any delay or failure to perform as a result of any causes or conditions that are beyond our respective reasonable control. If any force majeure event occurs, the affected party will give prompt written to the other and will use commercially reasonable efforts to minimize the impact of the event.
- v. Ambassadors may not assign this Ambassador Agreement, in whole or in part, without K.M.M. prior written consent. Subject to that restriction, this Ambassador Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns.
- vi. The failure of either Ambassadors or K.M.M. to enforce any rewards of this Ambassador Agreement will not constitute a waiver of the right to subsequently enforce the reward. Any remedies specified in this Agreement are in addition to any other remedies that may be available at law or in equity.
- vii. This Ambassador Agreement represents the entire commitments between Ambassadors and K.M.M. with respect to the subject matter hereof and supersedes any other oral or written agreements regarding such subject matter, and may be amended or modified only by a written instrument signed by a duly authorized assistant of each party.
- viii. If any provision of this Ambassador Agreement will be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Ambassador Agreement will not be affected and will remain in full force and effect.

13. Ambassador Reward Agreement

Kamaliya Marketing Management offers Kamaliya Ambassadors a fixed appropriate attractive reward proposal of the aggregate Net Proceeds achieve and received from Ambassadors local Kamaliya Promotion activities, Qualifying Kamaliya Purchases, , manage & create a local Kamaliya social media platform, captured online consumers, visitors, traffic, Promotion, Marketing and Advertising Deals made at the Kamaliya.country site by a Kamaliya Ambassador. (a fixed Ambassador agreed reward system deal)

The Ambassador Reward fees can be select in two separated sections.

a. The Ambassador Promotion Reward Activities fee:

For realizing Ambassador Kamaliya promotion in their nativ country managing local Kamaliya Promotion activities, manage & create a local Kamaliya social media platform, Qualifying Kamaliya Purchases, capture online consumers, visitors, traffic, Promotion & Marketing event apperience and much more, National & Globally.

The Ambassador Reward fee:

The Ambassador fee consists a 10% percentage of the National online Kamaliya Purches sale, VIP or private Kamaliya performance deals, paid music event occurring or TV performance.





b. The Ambassador Advertise Activities Reward fee:

For realizing Ambassador advertising & sponsor acquisition activities in their native country managing advertise & sponsor deals made Nationwide for the Kamaliya.country site or social media platform by a Kamaliya Ambassador.

The Ambassador Reward fee:

The Ambassador fee consists of 50% of the National Advertising & Sponsor deals.(Kamaliya site)

14. Ambassador requirements :

Personal deposit & temporary contribution: K.M.M. requests and required from the appointed ambassadors a temporary and personal deposit of 1.000 euro to secure and deploy the local Ambassador Kamaliya.country website, apply and activate the local country Kamaliya domain name, set up the Ambassador email address, drafting the Ambassador agreements, sending the Kamaliya documentation, nationalization of all Kamaliya content online, future online web Kamaliya upgrades and distribution to the Ambassador, etcetera.

15. Ambassador Agreement Termination

Termination by Cause: K.M.M. may modify or terminate this Ambassador Agreement by any negative cause or action executed by the Ambassador. Please note that K.M.M. reserves the right to change any of the terms and conditions in this Ambassador Agreement, including the reward terms described in herein, by posting a new agreement on the website.

Termination For Cause: K.M.M. may terminate this Ambassador Agreement without notice if in its sole discretion it determines that Ambassador has breached the terms and conditions of this Agreement. AMBASSADORS FORFEITS ANY ACCUMULATED REWARDS IF AGREEMENT IS TERMINATED FOR CAUSE.

The Ambassador may terminate this Ambassador Agreement, at any time, with or without cause, by giving at least seven days (7) days written notice of termination to the Kamaliya Marketing Management.

14. Ambassador Agreement Jurisdiction

This Ambassador Agreement has been made in and shall be construed and enforced in accordance with the laws of the Netherlands. Any action arising hereunder will be brought in the federal or state courts, located in the Netherlands.

15. Service Of Notices

Any notices under this Ambassador agreement will be given in writing. Notices may be given by electronic mail to rudydeighton@kamaliya.info and will be deemed delivered and given for all purposes on the sent date, but only if the receiving party has confirmed its receipt by return electronic mail.





16. Ambassador Agreement Package

Every Ambassador will receive for 12 month (each year) a complete Ambassador Agreement Package, this package is the basic Ambassador online platform, working tool & module which is necessary to manage all his promotion , sale and acquisition activities.

- Exclusivity (National)
- An official Kamaliya Ambassador Appointment
- An official Kamaliya Ambassador Agreement
- The Ambassador Reward & Commission Agreement
- An official title (Kamaliya Ambassador)
- Duration of 12 month appointment(plus 12 month option)
- The Kamaliya Global & National Business Plan
- The Kamaliya Ambassador Business Plan
- All project documents, files, concepts, marketing and business plans
- Participation in the online Kamaliya Web server
- An online National Kamaliya website
- A National Kamaliya website domainname
- Your personal name, address, city and telephone description at the Kamaliya National website
- Your personal e-mailaddress, username & password
- An online local direct access to the Main Kamaliya International Webshop
- Your own username & password to access the Main Kamaliya International Webshop
- Utilize the Ambassador Communication & Distribution digital portal
- Utilize the Ambassador Marketing Information data base
- Access to the Ambassador online Help & Service desk portal
- Plus a fixed Ambassador agreed reward system deal

