

# ACORN AMBASSADOR AGREEMENT (US)

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## INTRODUCTION

This Agreement sets out the terms and conditions upon which Acorn has agreed to appoint the Ambassador[cite: 610].

## IT IS AGREED THAT:

### 1. Definitions and Interpretation

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**1.1** In this Agreement, unless the context requires otherwise:

- **Acorn:** means Acorn Stairlifts, Inc. with offices at 7001 Lake Ellenor Drive, Orlando, Florida 32809;
- **Ambassador:** means the individual identified on the "Ambassador Information page" on the Ambassador Portal[cite: 626];
- **Ambassador Portal:** means the Acorn Ambassador Programme website at [www.acornaffiliate.com](http://www.acornaffiliate.com)[cite: 627];
- **Business Day:** means a day other than a Saturday, Sunday or public holiday[cite: 628];
- **Commencement Date:** means the date of registration by the Ambassador in the Ambassador Portal[cite: 629];
- **Contract:** means a contract for the supply of the Services between Acorn and a Prospect entered into following an Introduction[cite: 631];
- **Fee:** means the sum calculated in accordance with Schedule 1 and payable in accordance with clause 6[cite: 633];

- **Introduction:** means the provision of the contact details of a Prospect by the Ambassador to Acorn in the form set out in Schedule 1[cite: 642];
- **Introduction Period:** means, for each Prospect, the period starting on the date the Introduction is accepted by Acorn and ending 365 days from that date[cite: 643];
- **Prospect:** means a prospective person who has not previously been a customer of Acorn or has not previously been in negotiations with Acorn to purchase the Services in the last 365 days[cite: 645];
- **Services:** means the services listed in Schedule 1[cite: 648];
- **Term:** has the meaning given in clause 2[cite: 650].

## 2. Commencement and Term

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This Agreement commences on the Commencement Date and shall continue in full force and effect unless or until terminated in accordance with clause 10 or clause 17 (the Term)[cite: 674].

## 3. Appointment and Scope

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**3.1** Acorn appoints the Ambassador, on a non-exclusive basis, to make Introductions during the Term upon the terms and conditions of this Agreement, and the Ambassador accepts such appointment[cite: 677].

**3.2** Acorn shall have the right to appoint other persons as introducers or ambassadors for the Services during the Term[cite: 679].

**3.3** The Ambassador shall have no authority to obtain orders from or enter into contracts with any person for sales of the Services [cite: 681-683].

## 4. Rights and Duties of the Ambassador

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**4.1** During the Term, the Ambassador shall:

- Make Introductions[cite: 690];

- Conduct their business in accordance with the highest business standards[cite: 691];
- Act diligently and in good faith towards Acorn and the Prospects[cite: 698];
- Make clear to all Prospects that they are the Ambassador of Acorn only to the extent provided for in this Agreement[cite: 700];
- Comply with all relevant laws, regulations, and Acorn policies [cite: 703-707];
- Maintain all necessary authorisations and approvals[cite: 709].

#### **4.2** During the Term the Ambassador shall not:

- Hold themselves out as being Acorn[cite: 714];
- Pledge the credit of Acorn[cite: 714];
- Allow their interests to conflict with those of Acorn[cite: 715];
- Take part in any negotiations between Acorn and Prospects[cite: 716];
- Incur any obligation on Acorn's behalf[cite: 719];
- Make any statement or warranty in respect of the Services without prior written consent[cite: 720];
- Make or receive any secret income or bribe in connection with this Agreement[cite: 725].

## **5. Rights and Duties of Acorn**

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**5.1** Acorn shall use reasonable endeavours to supply sales materials, notify of changes to Services, and act in good faith [cite: 735-739].

**5.2** Acorn may refuse an Introduction if the Prospect is already on the database, the enquiry is a duplicate (less than 365 days old), the Prospect is non-contactable, or the Introduction is incomplete [cite: 742-746].

**5.3** Acorn may change the commercial terms set out at Schedule 1 giving a minimum 30 days' notice in writing[cite: 751].

## 6. Fees and Expenses

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**6.1** Acorn shall pay the Fee for a Contract concluded during the Introduction Period provided the Prospect was Introduced by the Ambassador, the Contract is unconditional, and Acorn has received the Price in full [cite: 753-765].

**6.2** Acorn shall make available a purchase order document within the Ambassador Portal within fifteen Business Days of the end of each month[cite: 767].

**6.3** The Ambassador shall bear all out-of-pocket expenses[cite: 773].

## 7. Invoicing and Payment

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**7.1** The Ambassador shall issue an invoice quoting the applicable purchase order number within ten Business Days. Acorn shall pay the Fee within 30 Business Days of receipt of a valid invoice[cite: 781].

## 9. Limitation of Liability

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The extent of the parties' liability is limited as set out in Clause 9. Acorn shall not be liable for consequential, indirect, or special loss, including loss of profit or revenue, except in cases of negligence causing death/injury or fraud [cite: 788-816].

## 10. Termination

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**10.1** This Agreement may be terminated by either party giving a minimum of **four weeks' notice** in writing [cite: 820-821].

**10.2** Acorn may terminate immediately if the Ambassador commits a material breach which is not remediable, or is not remedied within 14 days of notice [cite: 822-825].

**10.3** On termination, the Ambassador shall cease promoting the Services and return all Confidential Information[cite: 843].

## 11. Confidential Information

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The Ambassador agrees to keep all Acorn business information confidential and only use it for the performance of this Agreement. This obligation survives for 2 years following termination[cite: 851, 865].

## General Provisions

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**Governing Law (Clause 30):** This Agreement shall be governed, construed and enforced in accordance with the laws of the country where Acorn is located (Governing Country).

**Jurisdiction (Clause 31):** The courts of the Governing Country shall have jurisdiction and venue over all disputes[cite: 1002].

**Relationship:** The parties are independent contractors. This Agreement does not create a partnership or agency relationship[cite: 944].

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# SCHEDULE 1: COMMERCIAL TERMS

## Services

The sale and installation of stairlift products in residential properties by Acorn[cite: 1006].

### 1. Personal Commission

The Ambassador will be paid a fixed Fee of **\$200.00** for every Contract concluded from an Introduction made directly by the Ambassador (a "Personal Sale").

## 2. Team Override Commission

The Ambassador is eligible to earn commissions based on the sales performance of other Ambassadors they have personally recruited or who are in their downline, up to a maximum of 10 levels. The commission is calculated as **10%** of the commission paid to the Ambassador on the level immediately below.

Level	Relationship	Calculation Logic	Fee Payable to You (USD)
<b>Personal</b>	Your Direct Sale	Fixed Fee	<b>\$200.00</b>
<b>Level 1</b>	Direct Recruit	10% of Personal Sale (\$200)	\$20.00
<b>Level 2</b>	Recruit of Level 1	10% of Level 1 Fee (\$20)	\$2.00
<b>Level 3</b>	Recruit of Level 2	10% of Level 2 Fee (\$2)	\$0.20
<b>Level 4</b>	Recruit of Level 3	10% of Level 3 Fee (\$0.20)	\$0.02
<b>Levels 5-10</b>	Downline	10% of previous level	\$0.00 (Due to rounding)

*\*Acorn reserves the right to withhold commissions where the calculated amount falls below \$0.01.*

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# **SCHEDULE 2: DATA PROTECTION**

The Ambassador acts as a Controller of Shared Personal Data and must comply with all Data Protection Laws. The Ambassador must ensure that Prospects have Consented to their data being shared with Acorn for the purpose of purchasing a stairlift[cite: 1072, 1080].

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