

Athena Ambassador Program

Terms and Conditions

These Terms and Conditions were last updated on and are effective as of May 7, 2026.

A. Overview

This Agreement describes and provides the terms and conditions (the “**Terms**”) that govern and apply to your participation in 115 Ventures LLC’s (the “**Company**”, “**we**”, “**us**” or “**our**”) Ambassador Program (the “**Program**”).

You may only participate in the Program if you are eighteen (18) years of age, or older.

You agree that your participation in the Program shall constitute express consent to these Terms.

FAILURE TO COMPLY WITH THESE TERMS WILL RESULT IN IMMEDIATE TERMINATION OF YOUR AMBASSADOR ACCOUNT AND ALL RELATED PRIVILEGES, AS WELL AS FORFEITURE OF ALL UNPAID COMMISSIONS THAT HAVE BEEN EARNED THROUGH YOUR PARTICIPATION IN THE AMBASSADOR PROGRAM.

Athena further reserves its right to pursue any and all claims, legal and equitable, that may result from any violation of these Terms.

Athena expressly reserves the right to modify these Terms at any time, with or without notice to you. Your continued participation in the Program following any such change shall constitute and evidence your agreement to any such modification to these Terms.

To contact us about any of the matters addressed in these Terms, including to ask questions or to provide comments about these Terms, you may contact us by email at ambassador@tryathena.com.

B. Your Ambassador Link and Commission

Athena reserves sole and exclusive discretion over the approval, acceptance, and/or rejection of any and all applications to join or otherwise participate in the Program. You may only participate in the Program if you are eighteen (18) years of age, or older, and by applying for and/or participating in the Program, you expressly represent that you are eighteen (18) years of age, or older.

YOU ARE ONLY PERMITTED TO APPLY FOR AND USE ONE AMBASSADOR LINK.

APPLICATION FOR MORE THAN A SINGLE AMBASSADOR LINK, PER PERSON, IS GROUNDS FOR IMMEDIATE TERMINATION AND CONSTITUTES SUFFICIENT GROUNDS FOR **FORFEITURE OF ALL UNPAID COMMISSIONS** THAT HAVE BEEN EARNED THROUGH YOUR PARTICIPATION IN THE AMBASSADOR PROGRAM.

If you wish for Athena to deactivate an Ambassador Link that you have previously applied for and that has been approved, for any reason (including, but not limited, to your desire to apply for a new Ambassador Link), you may send a request to ambassador@tryathena.com.

Upon acceptance of your application to participate in Athena's Ambassador Program, Athena will provide you with a unique Ambassador Link that you can use – in compliance with these Terms – to earn ten percent (10%) of the Gross Revenue received by Athena for purchases of Athena merchandise through www.try-athena.co made using your Ambassador Link (or that are otherwise directly attributable to your Ambassador Link) (the “**Commission**”).

“**Gross Revenue**,” as used and referred to in this section, refers to the amount actually paid by a customer for purchase of Athena merchandise, and does not include any charges for shipping, sales tax, or any other similar charges levied on the customer at the time of purchase.

Athena shall pay the Commission to you in accordance with its then-applicable payment policies and practices. Athena expressly reserves the right to modify its payment policies and practices at any time, in its sole discretion. Notwithstanding the foregoing, Athena will make reasonable efforts to publicize and all payment policies and practices applicable hereto, and to provide reasonable advance notice to you of any change to those policies and practices before it is implemented.

You hereby acknowledge the sufficiency of the Commission in exchange for your participation in the Program, and that you shall have no entitlement to any consideration or commission, in either cash or equity, other than the Commission.

C. Permitted Uses of Your Ambassador Link

Athena provides regular guidance and updates regarding **permitted usage** of the Ambassador Link, and your participation in the Program, via online platforms to which you have been invited by a Company representative (e.g., Notion and Discord).

You are **required to join such platforms** upon receipt of notice that such platforms are in use by the Program. You are further obligated to monitor such guidance and updates, and shall be presumed to be, and held responsible to be, familiar with such materials – whether or not you

actually access such materials, or participate in Program activities publicized and conducted on such platforms.

Athena expressly reserves the right to modify its policies and practices regarding permitted usage of Ambassador Links at any time, in its sole discretion, with or without advance or written notice.

D. Prohibited Uses of Your Ambassador Link

Athena also provides regular guidance and updates regarding **prohibited uses** of your Ambassador Link. For example, such guidance and updates will be made available via online platforms to which you have been invited by a Company representative (e.g., Notion and Discord).

As previously stated, ***you are required to join such platforms*** upon receipt of notice that such platforms are in use by the Program. You are further obligated to monitor such guidance and updates, and shall be presumed to be, and held responsible to be, familiar with such materials – whether or not you actually access such materials, or participate in Program activities publicized and conducted on such platforms.

Current guidance for PROHIBITED use of your Ambassador Link includes, but is not limited to:

- DO NOT reuse Athena's (or another Athena creator's) original content for your own purposes.
- DO NOT share your Ambassador Link on public websites (e.g., Reddit, Google, coupon code sites, deal sites, etc.).
- DO NOT bid on our brand terms via any online advertising platform (e.g., Google Ads).
- DO NOT promote your Ambassador Link on Athena's corporate TikTok profile, or on other Athena creator's profiles or posts.
- DO NOT disparage Athena's products, advertisement content or practices, company, employees, or business practices or processes (see Paragraph J, below).
- DO NOT use inappropriate language or reference controversial topics when promoting Athena.
- DO NOT ask Athena moderators about any orders of Athena merchandise that you, yourself, have placed, or that anyone who has purchased through your Ambassador Link has placed (as those moderators do not have access to individual order information).
- DO NOT message Athena employees or other representatives on their personal social media accounts.
- DO NOT ask Athena employees or other representatives or live host dates of new drops or restocks, as they do not have access to that information.

FAILURE TO COMPLY WITH THESE TERMS WILL RESULT IN IMMEDIATE TERMINATION OF YOUR AMBASSADOR ACCOUNT AND ALL RELATED PRIVILEGES, AS WELL AS FORFEITURE OF ALL UNPAID COMMISSIONS THAT HAVE BEEN EARNED THROUGH YOUR PARTICIPATION IN THE AMBASSADOR PROGRAM.

Athena expressly reserves the right to modify its policies and practices regarding permitted usage of Ambassador Links at any time, in its sole discretion, with or without advance or written notice. Your continued participation in the Program following any such change shall constitute and evidence your agreement to any such modification to these Terms.

E. Representations and Warranties

You represent and warrant as follows: (a) You are eighteen (18) years of age, or older; (b) you have the legal right and authority to enter into this Agreement and to perform your obligations hereunder; (c) you will not violate any applicable laws or regulations, or cause a breach of any agreements with any third parties, in connection with your participation in the Program; (d) you will not violate, infringe, or misappropriate the intellectual property, proprietary, privacy, or publicity rights or other rights of any third party in connection with your participation in the Program; and (e) you will not be abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable or false or misleading in connection with your participation in the Program.

F. Term

Athena reserves sole and exclusive discretion over your participation in the Program. Athena may terminate and/or modify these Terms – or terminate and/or modify your participation in the Program – at any time or for any reason, with or without advance or written notice. Your continued participation in the Program following any such change shall constitute and evidence your agreement to any such modification to these Terms.

You have no entitlement to advance or written notice of termination or modification of your participation in the Program, and Athena has no obligation to provide advance or written notice of termination of an Ambassador Link.

Upon termination or deactivation of the Ambassador Link, Athena shall submit to you a final report setting forth in detail all commissions that you have earned as of the date of the termination of the Agreement. Athena shall pay such earned commissions to you in accordance with its then-applicable payment policies and practices.

Commissions that have been forfeit due to your violation of these Terms will not be paid, and

your participation in the Program shall constitute consent to the effectuation of such forfeiture, if it shall be warranted due to a violation of these Terms (which Athena shall investigate and determine, in its sole and exclusive discretion).

The terms of this Agreement that, by their meaning and effect, are intended to survive the termination of this Agreement shall so survive – including, but not limited to, Paragraphs E, F, G, H, I, J, and K.

G. Protection of Confidential and Proprietary Information

You recognize that the Company is engaged in a continuous program of product development and marketing strategization regarding its business activities. As such, you agree as follows:

At all times during your participation in the Program, and perpetually thereafter, you will hold in confidence and will not disclose, use, publish or make copies of any of the Company's Proprietary Information (defined below), except to the extent such disclosure, use or publication may be: (i) is expressly authorized in writing or by email by an officer of the Company; or (ii) is expressly required by law.

The term "Proprietary Information" shall mean private, confidential, trade secret or other proprietary information (whether or not embodied or contained in some tangible form) relating to any actual or anticipated business of the Company or its Ambassadors or any product development or marketing undertaken by the Company or its Ambassadors, or non-public information suggested by or resulting from any tasks assigned to Influencer or work performed by Influencer for or on behalf of the Company or its Ambassadors, whether disclosed to you before or after the Effective Date.

"Proprietary Information" shall not include any information that is: (i) generally known to the industry or the public; (ii) legitimately made available to Influencer by a third party without breach of any confidentiality obligation; or (iii) is part of Influencer's general skill and knowledge.

H. Indemnification

You shall indemnify, defend and hold harmless Company, and its parent companies, subsidiaries, Ambassadors, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs, which will be reimbursed as incurred) of any kind or nature, arising from or relating to, any actual or alleged breach of any of your representations, warranties, or covenants in these Terms or your negligence or misconduct in participating in the Program. You may not settle any indemnified claim against Company unless the settlement unconditionally releases Company of all liability.

Company may participate in the defense of any indemnified claim at its expense. Company, at your expense, may undertake and control the defense of any indemnified claim in the event of the material failure of Influencer to undertake and control the same.

I. No Publicity

Other than as set forth herein, you may not issue a press, news or other release or otherwise publicize that you are associated with or performing services for Company without Company's prior written permission.

J. Non-Disparagement

You agree that you shall not orally or in writing criticize, disparage, make any negative statements, or otherwise undermine the reputation of Athena, or comment in any negative way upon the business operations, products, services, employees, practices, procedures, or policies of Athena.

K. Miscellaneous

Independent Contractors. The parties are independent contractors, and nothing in this Agreement shall be deemed or construed to create, or have been intended to create a partnership, joint venture, employment, or agency relationship between the parties. Each party agrees that it neither has nor will give the appearance or impression of possessing the legal authority to bind or commit the other party in any way except as expressly provided in this Agreement. You acknowledge and agree, and it is the intent of the parties hereto that you receive no company-sponsored benefits (e.g., paid vacation, sick leave, and/or medical insurance) from Company either as a contractor or employee, except as required by law. Any taxes imposed on you due to activities performed hereunder will be your sole responsibility.

Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party. Any purported assignment, transfer, delegation, or other disposition is void, unless otherwise agreed to in writing. Notwithstanding the foregoing, Athena may assign its interest in your Agreement to these Terms without your consent to an affiliate to or a third party acquiring (by sale, merger, reorganization, or otherwise) substantially all of Athena's assets or business.

Amendments. Athena expressly reserves the right to modify these Terms at any time, with or without notice to you. Your continued participation in the Program following any such change shall constitute and evidence your agreement to any such modification to these Terms.

Arbitration. Any controversy or claim arising out of or relating to these Terms, or the breach thereof, shall be conclusively resolved through binding arbitration in New York,

New York under the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorney fees.

Governing Law and Venue. These Terms and all related documents, and all matters arising out of or relating to the Program, whether sounding in contract, tort, or statute, are to be governed by, construed in accordance with and enforced under the laws of the State of New York, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Notwithstanding the foregoing provision ("Arbitration"), any legal suit, action or proceeding arising out of or relating these Terms, or the Program, must be instituted in the federal courts of the United States of America or the courts of the State of New York, in each case located in the City of New York, and County of New York, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding, and waive any objection based on jurisdiction or venue, including forum non conveniens. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto.

Severability. If any part of these Terms is determined by a court of competent jurisdiction to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in full force and effect. If no enforceable provision can be substituted for any such invalid or unenforceable provision, then that provision will be deemed severable from the Agreement and will not affect the validity and enforceability of any remaining provisions in this Agreement.

No Waiver. Any failure of a party to enforce, for any period of time, any of these Terms will not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under these Terms.

Entire Agreement. These Terms constitute the complete and final agreement of the parties pertaining to the Program and your participation in the same and supersede the parties' prior agreements, understandings, and discussions relating to the Program.

Knowing and Voluntary Agreement. By applying to and electing to participate in the Program, you acknowledge that:

- You have carefully read and fully understands all provisions of these Terms.
- You knowingly and voluntarily agree to all of the conditions, expectations, and obligations set forth in these Terms and agree to be legally bound by all of them.
- You have been and hereby is advised in writing to consider these Terms and to consult with an attorney in relation thereto; and

- To the extent necessary or desired, you have consulted with counsel of your choice concerning these Terms and have done so or freely chosen not to do so.