

INFLUENCER SERVICES AGREEMENT

Agreement	Explanation
<p>THIS INFLUENCER SERVICES AGREEMENT (the “Agreement”) is entered into between the Company and the Influencer effective as of the Effective Date.</p> <p>1. <u>Services and Responsibilities.</u></p> <p>1.1 <u>Services.</u> Subject to the terms of this Agreement, Company may engage Influencer to provide original photographs, videos, posts, reviews, advertising and other content or material specifically developed, produced or created by Influencer (“<u>Content</u>”) for one or more campaigns for clients of Company (each, a “<u>Client</u>”). Each engagement for the creation of Content shall be referred to individually as a “Campaign” and all Campaigns collectively as the “Services”. Each Campaign shall be attached to this Agreement in <u>Exhibit A</u> and shall be deemed incorporated herein by reference.</p> <p>1.2 <u>Service Standards; Participants; Disclosure.</u> Influencer shall perform the Services and provide all Content hereunder in accordance with any general creative, editorial, aesthetic and technical requirements, design features and other guidelines and specifications provided or otherwise communicated by the Company or the Client, as well as in compliance with all applicable laws, rules or regulations, and self-regulatory guidelines (collectively, “<u>Laws</u>”), including without limitation, the Federal Trade Commission’s Guidelines on Endorsements and Testimonials and the Company’s Influencer Guidelines, attached as <u>Exhibit B</u> (the “<u>Guidelines</u>”). Without limiting the foregoing, and for the avoidance of doubt, Influencer must always clearly disclose that Influencer is receiving compensation for creating the Content and should contact the Company if it has any questions regarding compliance with Laws prior to publicly posting or communicating any Content. If Influencer incorporates other individuals in connection with the Content, Influencer shall obtain their prior written consent set forth on <u>Exhibit C</u>.</p>	<p>In this column, you’ll see some plain-language notes to explain each section. Please note that these explanations are not themselves legally binding and do not affect the interpretation of the terms in the left-hand column.</p> <p>If we pick you to be a participant in an influencer campaign, we will ask you to create and publish original content for that campaign). We will give you details about what you need to do and how much you will be paid and you can choose whether or not to participate.</p> <p>We may provide you with specific guidelines to follow regarding the content that you create for campaigns.</p> <p>You will always be required to comply with the Influencer Guidelines in <u>Exhibit B</u>, as well as all applicable laws. You must always disclose that you are being compensated for the content you provide us.</p> <p>If any other person is involved or included in the content, you must have them sign the consent form in <u>Exhibit C</u>. You must provide us with a copy of the consent form before using the Content for the Campaign.</p>

<p>1.3 Deadlines. Influencer shall provide the Services and complete and deliver the Content according to the deadlines set forth in the applicable Campaign. The parties acknowledge and agree that time is of the essence of this Agreement.</p> <p>1.4 <u>Content</u>. Company may monitor and/or review all Content published by Influencer. During the Term, Influencer shall promptly comply with Company's instruction to modify, delete, or otherwise remove Content published through its social media accounts which the Company deems, in its sole discretion, to be objectionable, inadvisable, or otherwise in violation of this Agreement or the Guidelines. Influencer shall, upon request and within forty-eight (48) hours, provide the Content in its original form to Company.</p> <p>1.5 <u>Association; Criticism</u>. Influencer shall not perform the Services, or reference Influencer's relationship with the Company or the Client, in connection with any political activities, social causes, or commercial activities which have not been preapproved by the Company in writing. Influencer shall not communicate to anyone, in writing or orally, anything critical of the Company or the Client, or of either of their respective businesses, then-current shareholders, members, directors, officers, employees, contractors or customers of the Company or the Client in connection with the Services. This Section does not prevent Influencer from exercising rights that by Law the Influencer cannot waive by contract or from disclosing information to the extent required to comply with the Law.</p> <p>2. <u>Compensation</u>. The Company shall pay Influencer compensation for the Services as described on each Campaign (the "Fees"). Influencer shall pay all of Influencer's expenses incurred in performing the Services, except as otherwise agreed in writing by Influencer and Company from time to time.</p>	<p>You must meet any deadlines we set.</p> <p>We may review your content. If we think your content is inappropriate, you must take it down.</p> <p>You agree to give us a copy of your content within 48 hours after we ask for it.</p> <p>You may not combine any other political, social, or commercial activities with the content you create for campaigns.</p> <p>You may not be critical of us or clients while providing content for a campaign.</p> <p>We will compensate you for your content that you provide for a campaign. Except for that compensation, you are responsible for your other costs.</p>
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<p>3. <u>Independent Contractor Relationship.</u> Influencer's relationship with the Company is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. Influencer is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement. Influencer is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this Agreement. No part of Influencer's compensation will be subject to withholding by the Company for the payment of any social security, federal, state or any other employee payroll taxes with respect to any employee, contractor, or other individual used by Influencer to perform the Services. The Company will regularly report amounts paid to Influencer by filing Form 1099-MISC with the Internal Revenue Service as may be required by law and make any other reports as deemed necessary or appropriate by the Company under applicable laws.</p>	<p>We are independent contractors. This means you are providing services for us for compensation, but you are not our employee.</p> <p>You are responsible for payment of your own taxes and compliance with your other legal obligations.</p>
<p>4. <u>Intellectual Property Rights.</u> As set forth on a Campaign, Company shall either license the Content or commission the Content as a work for hire. If the Company licenses the Content, only Sections 4.1, 4.3, and 4.4 of this Section 4 apply. If the Company commissions the Content, Sections 4.2, 4.3, and 4.4 of this Section 4 apply.</p>	<p>We will either license content from you or purchase the exclusive rights to the content. We will tell you beforehand what type of campaign it is and confirm that you agree to either license or sell your content.</p>
<p>4.1 <u>Grant of Rights.</u> Influencer hereby irrevocably and perpetually grants Company and its subsidiaries, agents, licensees, successors, and assigns, the non-exclusive, unrestricted, assignable, sublicensable worldwide right and permission to: (i) use, publish, reproduce, and create derivative works from the Content, in whole or in part, in still, single, multiple, moving or video format, or in any other medium or format (now existing or existing in the future), in any media for commercial or any</p>	<p>If we license content, you still own it, but you are giving us and our clients the right to use the content.</p> <p>You are also licensing us the right to use your personal characteristics contained in the content, as well as your social media information that you utilize in connection with the content.</p>

<p>other lawful purpose, without further consent, royalty, payment or other compensation other than the Fees; (ii) use Influencer's name, likeness, appearance, signature, image, voice, professional and personal biographical information, other personal characteristics contained within the Content or used in connection with the Content; and (iii) use the URL, links, and screenshots of Influencer's blogs, video, websites, and other social media in connection with the Content or Services.</p> <p>4.2 <u>Work for Hire; License.</u> Influencer agrees that the Content shall be deemed a "work for hire" and to the extent that Influencer has any copyright or other intellectual property rights in the Content, Influencer hereby irrevocably assigns, transfers, and otherwise conveys all such rights to Company. Influencer further acknowledges and agrees that the Company shall own all rights, title and interest in or to all such Content. Influencer acknowledges that Influencer has no, and shall not claim any, right, title, or interest in or to any materials or Content produced under this Agreement or in connection with the Services. For the avoidance of doubt, and to further evidence the full ownership of the Content by Company, Influencer hereby assigns to Company all rights, title and interest to the Content. Influencer hereby irrevocably and perpetually grants Company and its subsidiaries, agents, licensees, successors, and assigns, the non-exclusive, unrestricted, assignable, sublicensable worldwide right and permission to (i) use Influencer's name, likeness, appearance, signature, image, voice, professional and personal biographical information, other personal characteristics contained within the Content or used in connection with the Content; and (ii) use the URL, links, and screenshots of Influencer's blogs, video, websites, and other social media in connection with the Content or Services.</p> <p>4.3 <u>Further Assistance; No Further Approval.</u> Influencer agrees to assist Company and/or Client in the enforcement of its proprietary rights over all such Content, including the prompt execution of any additional documents</p>	<p>If we purchase content, you are transferring all rights to that content to us. You will not have any rights to use that content unless you are using it to provide services under this contract or unless we allow it. You agree not to claim any rights to the content that we purchase.</p> <p>You are also licensing us the right to use your personal characteristics contained in the content, as well as your social media information that you utilize in connection with the content.</p> <p>You agree to help us enforce our and your intellectual property rights in connection with the content you create. If you can't or won't help us, we</p>
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<p>that may be reasonably requested by Company and/or Client. If Influencer fails to cooperate with or assist, execute, acknowledge, verify or deliver any such document requested by Company and/or Client, Influencer hereby irrevocably appoints Company and/or Client (as applicable) and its authorized officers and agents as Influencer's agent and attorney-in-fact to act in Influencer's place to execute, acknowledge, verify, and/or deliver any such document (as applicable) on Influencer's behalf. To the fullest extent allowable under any applicable law, Influencer hereby irrevocably waives or assigns to Company the benefits of any provision of law known as "droit moral," "moral rights" or any similar rights or principles of law in any country of the world which you may now or later have in the Content, and agree not to institute or permit any action or lawsuit on the ground that the Content or any other materials or content based upon the Content constitutes an infringement of your droit moral or is in any way a defamation or mutilation of the Content or any part thereof, or contains unauthorized variations, alterations, modifications, changes or translations. Influencer agrees that no advertisement or other material need be submitted to Influencer for any further approval. Any acknowledgment or credit of Influencer in connection with the Content, if any, shall be determined in Company's sole discretion. Company.</p>	<p>can act on your behalf to protect those intellectual property rights.</p> <p>You agree not to make a claim that the content violates your rights, even if the content is modified from its original form.</p> <p>We do not need to submit any advertisement to you for prior approval and we will determine how and if to assign credit to you regarding the use of the content.</p>
<p>4.4 <u>Limited License.</u> The Company hereby grants Influencer a limited, non-exclusive, non-transferable, non-assignable, royalty-free license to use the Content, and Client name, logo, and other trademarks, solely in connection with Influencer's authorized and approved provision of the Services unless otherwise set forth in a Campaign. Influencer acknowledges that Influencer has no, and shall not claim any, right, title, or interest in or to any of Company or Client's trademarks, service marks, trade names, or copyrights.</p>	<p>We grant you a limited right to use the content, and our and our clients' intellectual property, when you are providing services for us.</p> <p>You do not gain any rights in our or our clients' intellectual property.</p> <p>You agree to comply with the law, including the FTC's rules regarding advertising disclosures.</p>
<p>5. <u>Compliance with Laws.</u> Influencer shall comply with all applicable laws and regulations in</p>	

<p>connection with the performance of the Services, including the Federal Trade Commission's Guides Concerning Use of Endorsements and Testimonials in Advertising.</p> <p>6. <u>Confidentiality</u>. Influencer shall not disclose the details of Influencer's engagement by the Company or the Client without the Company's prior written approval; provided, however, that Influencer may disclose in a favorable, positive, and non-disparaging manner Influencer's general association with the Company and/or the Client. Influencer shall not disclose the substance of this Agreement or any marketing plans, strategies, results or other confidential information ("<u>Confidential Information</u>") divulged to, or learned by, Influencer in connection with the Services or this Agreement without the Company's prior written consent, unless and until such Confidential Information has generally become available to the public from sources other than Influencer. Upon termination of this Agreement, Influencer shall not discuss or make reference to the specific details of the termination and will limit any comments or statements as to the termination, if any, to the fact that the relationship ended and the effective date of the termination.</p> <p>7. <u>Representations</u>. Influencer represents and warrants that: (i) Influencer has the full right and power to enter into and fully perform this Agreement in accordance with its terms; (ii) the execution, delivery, and performance of this Agreement will not violate the rights of any third party or violate the provisions of any agreement to which Influencer is a party; (iii) the Content shall be wholly original and not copied in whole or in part from any other work except materials in the public domain or supplied to Influencer by the Company or the Client, (iv) neither the Content nor the use thereof infringes upon or violates any right of privacy or publicity of, or constitutes libel, slander or any unfair competition against, or infringes upon or violates the copyright, trademark rights or other intellectual property</p>	<p>You agree to keep the specific details of the services that you provide confidential unless we give you permission.</p> <p>You may disclose that you work or have worked with us or our clients in general terms.</p> <p>You represent that you can enter into this contract without violating anyone else's rights.</p> <p>You represent that the content that you provide will be original and will not violate any laws.</p> <p>You represent that you are not part of a collective bargaining agreement or association.</p>
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<p>rights of any person or entity, and (vi) Influencer's engagement under this Agreement and provision of the Services will not subject either Influencer, the Company, or the Client to the collective bargaining agreements of the Screen Actors Guild or the American Federation of Television and Radio Artists, or any other guild, union, or third-party payments or other obligations.</p> <p>8. <u>Indemnification</u>. Influencer shall defend, indemnify and hold harmless Company, its directors, officers, employees and agents, and clients, including the Client, and any person or entity which controls any of them, and their successors and assigns (the "<u>Covered Parties</u>"), from and against any and all third party claims, suits, actions, damages, liabilities, judgments, assessments, interest charges, penalties, costs or expenses, including reasonable attorney's fees and costs of suit (collectively, "<u>Liabilities</u>"), arising out of (i) any willful misconduct or negligent act or omission of Influencer, (ii) any violation by Influencer and/or its representatives of any local, state, or Federal law, rule, or regulation applicable to the performance of Influencer's obligations under this Agreement; (iii) material or information created or provided by Influencer, including any Liabilities arising from the actual or alleged infringement by Influencer of any third party patent, trademark copyright or publicity rights pertaining to such material or information; or (iv) Influencer's breach of this Agreement. If the Company seeks indemnification, Influencer shall give Company the right to participate in the defense and settlement of any such claim; provided, however, that Influencer may not settle or dispose of any claim without Company's prior written approval</p> <p>9. <u>Release</u>. Influencer, and Influencer's heirs, executors, administrators, employers, agents, representatives, insurers and attorneys (collectively, for the purposes of this Section, "<u>Influencer</u>") agree to, and hereby, release and discharge the Covered Parties from any and all claims (except for payment of Fees) arising out of or related to your provision of the Services, including without limitation, any liability for any</p>	<p>If you do anything that results in a legal claim being made against us or our clients, you will be responsible for any costs we or our clients incur as a result.</p> <p>You agree not to assert a claim against us or our clients if you or others are injured, harmed, or damaged while providing services for us.</p> <p>You also agree not to assert a claim against us or our clients in connection with the use of the content that you provide to us.</p>
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<p>accident, illness, injury, loss, or damage to personal property. Influencer acknowledges and agrees that the Covered Parties assume no responsibility for any liability, damage, or injury that may be caused by Influencer's negligent or intentional acts or omissions committed prior to, during, or after provision of the Services, or for any liability, damage, or injury caused by the intentional or negligent acts or omissions of others, including other influencers engaged by the Company. Influencer further releases the Covered Parties from any claims that may arise regarding the use of Influencer's Content, name, likeness, and image including any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity or copyright</p> <p>10. <u>Term and Termination.</u></p> <p>10.1 <u>Term.</u> This Agreement is effective as of the day that you agree to it (the "Effective Date") and will continue until terminated in accordance with this Section 10.</p> <p>10.2 <u>Termination.</u> Influencer may terminate this Agreement at any time upon thirty (30) days' written notice, unless otherwise set forth on <u>Exhibit A</u>. Company may terminate this Agreement for convenience immediately upon written notice. Upon termination of this Agreement, the Company shall pay Influencer any amounts owed to Influencer as required by <u>Exhibit A</u>, subject to offset for any amounts owed by Influencer to the Company, including all damages and expenses incurred by Company if Company was required to terminate Influencer for cause. Upon receipt of written notice of termination, Influencer shall immediately cease all Services hereunder and all licenses granted to Influencer shall terminate except such as may be specifically approved by the Company.</p> <p>10.3 <u>Survival.</u> The rights and obligations which by their nature are intended to survive termination or expiration of this Agreement shall so survive.</p>	<p>This contract continues until you or we terminate it.</p> <p>You can terminate this contract by providing us with 30 days advance notice. We can terminate it at any time.</p> <p>We will pay you all compensation owed to you at termination.</p> <p>You may no longer use our or our client's intellectual property after termination.</p> <p>Some of the rights and obligations in this contract will continue after termination.</p>
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<p>11. <u>Miscellaneous.</u></p> <p>11.1 <u>No Obligation.</u> Nothing in this Agreement shall constitute any obligation on the Company or the Client to make any use of the Content or other rights provided in this Agreement</p> <p>11.2 <u>Assignment.</u> Influencer may not subcontract or otherwise delegate Influencer's obligations under this Agreement without the Company's prior written consent, which consent will be in the Company's sole discretion and without any obligation to weigh the effect of its decision on the interests of any person other than the Company itself.</p> <p>11.3 <u>Notices.</u> Any notice required or permitted by this Agreement must be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; or (iii) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or such other address as either party may specify in writing.</p> <p>11.4 <u>Governing Law.</u> This Agreement is governed by the laws of Arizona, without regard to its principles of choice of law, and jurisdiction and venue for all disputes arising in connection with this Agreement shall be exclusively in the federal or state courts located in Phoenix, AZ.</p> <p>11.5 <u>Severability.</u> If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.</p> <p>11.6 <u>Waiver.</u> The waiver by either party of a breach of any provision of this Agreement by the other party will not operate or be construed as a waiver of any other or subsequent breach by such other party. The failure of either party at any time or times to demand strict performance by the other of any of the terms,</p>	<p>We are not obligated to use the content you provide.</p> <p>You cannot transfer this contract to anyone else without our permission.</p> <p>If you or we want to formally notify the other party, it must be sent in a verified manner.</p> <p>You and we must notify each other in writing if we change our mailing address.</p> <p>This contract is governed by Arizona law. Any disputes must be resolved in the courts located in Phoenix, AZ. If a court chooses not to enforce a provision of the contract, the rest of the contract will still be valid.</p> <p>Any waiver of a right needs to be in writing.</p>
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<p>covenants or conditions in this Agreement will not be construed as a continuing waiver or relinquishment thereof and each may at any time demand strict and complete performance by the other of said terms, covenants and conditions.</p> <p><u>11.7</u> <u>Entire Agreement.</u> This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all Services and other services undertaken by Influencer for the Company. This Agreement may only be changed by mutual agreement of the parties in writing.</p>	<p>This contract is the only agreement between us and replaces all other contracts or agreements that we have had in the past. It can only be changed if we both agree in writing.</p>
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