

INFLUENCER AGREEMENT

THIS INFLUENCER AGREEMENT (INCLUDING THE EXHIBITS HERETO AND THE PROGRAM DETAILS, THE “**AGREEMENT**”) IS MADE BY AND BETWEEN MAVRCK LLC DBA LATER INFLUENCE (“**LATER INFLUENCE**”) AND, AS APPLICABLE, THE INDIVIDUAL NAMED DURING THE LATER INFLUENCE PLATFORM SIGN UP PROCESS, CAMPAIGN APPLICATION PROCESS, OR PROGRAM DETAILS EXECUTION PROCESS (“**INFLUENCER**”) (EACH OF LATER INFLUENCE AND INFLUENCER BEING A “**PARTY**” AND COLLECTIVELY THE “**PARTIES**” IN THIS AGREEMENT). THIS AGREEMENT PROVIDES THE TERMS AND CONDITIONS UNDER WHICH INFLUENCER MAY CREATE AND DISTRIBUTE INFLUENCER CONTENT IN CONNECTION WITH AND FOR THE BENEFIT OF LATER INFLUENCE’S CUSTOMER, BEIERSDORF, INC. (THE “**BRAND**”). INFLUENCER HEREBY EXECUTES, ACCEPTS THE TERMS OF AND AGREES TO COMPLY WITH THIS AGREEMENT BY (I) CHECKING THE BOX TO ACCEPT THIS AGREEMENT, (II) APPLYING TO A CAMPAIGN THAT STATES IT IS SUBJECT TO THE TERMS OF THIS AGREEMENT, (III) SIGNING APPLICABLE PROGRAM DETAILS, OR (IV) ACCEPTING PROGRAM DETAILS IN A MANNER SPECIFIED IN THIS AGREEMENT.

1.0 SERVICES.

1.1 **Program Details.** Where Influencer is accepted for participation in a particular campaign, Later Influence will provide Influencer with Program Details outlining the specific services Influencer will perform (the “**Services**”). Each Program Details document is incorporated into this Agreement and will control in the event of any conflict with this Agreement. “**Program Details**” means the specific campaign details provided to Influencer by Later Influence or Brand that includes, without limitation, details such as compensation, program dates, branding guidelines, usage rights, Influencer Content requirements, and/or other matters respecting the particular campaign. For clarity, Program Details will be outlined in a separate document executed by the Influencer or may be contained within an email to the Influencer that indicates that it constitutes Program Details for the purposes of this Agreement. For Program Details sent via email, Influencer's acceptance may be evidenced by: (i) a reply email confirming acceptance; (ii) commencement of work described in the Program Details; or (iii) failure to object to the Program Details in writing within three (3) business days of receipt. “**Influencer Content**” means all text, files, images, graphics, illustrations, information, data, audio, video, photographs, and other content created or provided by Influencer pursuant to Program Details.

1.2 **Influencer Responsibilities.** Influencer agrees to perform the Services as described in the applicable Program Details and will be solely responsible for: (a) performing all Services in a professional and timely manner; (b) the hosting, maintenance, and operation of Influencer's social media accounts and any other websites, blogs, or other content platforms used for the Services (the “**Content Platforms**”); (c) making all Influencer Content publicly available according to the timeline in the Program Details. Influencer agrees that this timeline may be reasonably revised from time to time by Later Influence; (d) complying with the terms of use and privacy policies of any third-party platforms (e.g., Instagram, TikTok) used to perform the Services; (e) promptly removing any Influencer Content or third-party comments (“**Submissions**”) from Influencer's Content Platforms within one (1) business day upon request from Later Influence or the Brand; (f) moderating all Submissions on Influencer's Content Platforms; and (g) ensuring that all Influencer Content binds to the Later Influence Platform (as such term is later defined in Section 4 of this Agreement). Influencer acknowledges that neither Later Influence nor the Brand has any responsibility for moderating any Submissions.

1.3 **Analytics.** If requested in the Program Details or otherwise requested by Later Influence in writing, Influencer agrees to embed any tracking codes or links provided by Later Influence or the Brand into Influencer's content and/or provide detailed analytics and performance data for the campaign.

1.4 **Influencer Content Approval.** Influencer shall comply with and submit all Influencer Content for review and approval in accordance with **Exhibit B**.

1.5 **High-Resolution Image.** Unless otherwise set out in the Program Details, promptly upon request by Later Influence or Brand, Influencer shall provide a high-resolution image of the Influencer Content that is posted or created in connection with this Agreement at no additional cost.

1.6 **Maintenance of Influencer Content Posts.** Influencer shall maintain the Influencer Content as originally posted pursuant to the Program Details for at least twelve (12) months from the date that that Influencer Content is first posted (or for such longer period specified in the Program Details) unless otherwise instructed by Brand or Later Influence. Notwithstanding the foregoing, Brand and Later Influence reserve the right to require Influencer to remove any such Influencer Content upon request at any time. Influencer agrees to comply with all such removal requests immediately upon receipt of a request from Later Influence or Brand.

1.7 **Exclusivity.** Influencer agrees not to provide content services for competitive brands or products during the term of this Agreement, or for such other period of time ("**Exclusivity Period**") specified in the Program Details. "Competitive brands or products" means any brand, product, or service that: (i) offers similar functionality, features, or benefits as Brand's products or services; (ii) targets substantially the same customer base or market segment as Brand; (iii) would reasonably be considered a direct or indirect competitor of Brand in the ordinary course of business; and/or (iv) is specifically identified as a competitor in the applicable Program Details. Influencer may provide content services to non-competing third parties provided that: (a) such services do not interfere with the timely and professional performance of Services to Brand; and (b) such services do not require the disclosure or use of Confidential Information. For clarity, neither Later Influence nor Brand has any obligation to accept Influencer into any particular campaign or to present any Program Details to Influencer. Each of Later Influence and Brand may receive content services from other influencers during the term of this Agreement without restriction.

1.8 **Non-Circumvention.** Influencer acknowledges that Later Influence has a legitimate business interest to protect and has invested significant effort in establishing its relationship with the Brand. In consideration of the opportunities provided under this Agreement, Influencer agrees that during the Term and for a period of ninety (90) days following its expiration or termination, Influencer will not, directly or indirectly, solicit, negotiate, or enter into any agreement with the Brand to provide influencer marketing or similar content creation services, except through Later Influence.

1.9 **Non-Disparagement.** During the Term of this Agreement and for one (1) year thereafter, Influencer will not at any time, disparage, or otherwise portray in a negative light, Later Influence, Brand, any Later Influence or Brand personnel and/or Later Influence or Brand products or services; provided, however, that this Section will not be construed to prohibit Influencer from responding publicly to incorrect public statements or from stating facts.

2.0 **INTELLECTUAL PROPERTY RIGHTS.**

2.1 **Ownership of Influencer Content.** Subject to and unless otherwise set out in any Program Details, Influencer will be the sole and exclusive copyright owner of all Influencer Content created as part of the Services, whether or not published, in perpetuity (but in any event for not less than the period of copyright and any renewals and extensions thereof), throughout the universe, from the moment of their creation, at every stage of their development, production, or completion, in all media now known or hereafter devised.

2.2 **Usage of Influencer Content.** Influencer shall grant Brand the usage rights to the Influencer Content as set out in the Program Details. Notwithstanding any expiry of the applicable Program Details or this Agreement, the Brand shall have the worldwide, perpetual right to (i) continue to display the Influencer Content in the posts as they were originally published; and (ii) to continue to use the Influencer Content for internal, non-public archival and analytical purposes. If the Program Details do not explicitly specify the Influencer Content usage rights, then: (i) Influencer grants Brand the worldwide, non-exclusive, irrevocable, perpetual, royalty free license and right to use, reproduce, display, distribute,

and create derivative works from that Influencer Content on any channel, social media platform, or other medium now existing or hereinafter developed for any purpose as determined by Brand in its sole discretion; and (ii) Brand shall have the right, at no additional cost to the Brand, to use reproduce, display, distribute and create derivative works from that Influencer Content for the purposes of sponsored posts or other paid media placements including across Brand's social media channels and paid media boost directly from the Influencer's social media accounts. Where Influencer has granted Brand the rights to sponsored posts or other paid media placements herein or pursuant to applicable Program Details, then Influencer shall provide Brand with access to Influencer's ad manager or other tool to allow for whitelisting of the Influencer Content, as needed.

2.3 Third Party Usage. Except as permitted pursuant to this Agreement, Influencer may not, and will not permit any third party to display or otherwise use any Influencer Content or Submissions in any manner (including without limitation to generate revenue for Influencer) other than as set forth in the applicable Program Details. Influencer will defend, indemnify and hold harmless Brand and its affiliates and its and their respective employees, agents, contractors, third-party service providers, assigns, licensees, and successors in interest from and against any and all claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) ("**Claims**") incurred or arising from any claim or action by a third party arising out of or relating to the Influencer Content or Submissions.

2.4 Likeness. Influencer hereby gives Brand permission to use any and all of their voice, image and likeness, with or without using their name, social media handle, and/or other applicable identifiers in connection with the products and/or services of Brand, for the purposes of advertising and promoting such products and/or services and/or Brand in accordance with the applicable Program Details.

2.5 Marks. Subject to the terms and conditions of this Agreement, Brand hereby grants to Influencer, a limited, non-exclusive, non-transferable license to use Brand's trademarks set forth in the Program details (the "**Marks**"), solely in connection with performing the Services. Influencer agrees that any use of the Marks (i) will comply with the Brand Content Policy attached hereto as **Exhibit A** and Brand's trademark guidelines, which may be provided by Brand to Influencer from time to time, and (ii) will solely inure to the benefit of Brand. The Marks are proprietary and nothing in this Agreement constitutes the grant of a general license for their use. Influencer does not acquire any right, title or interest in the Marks or the goodwill associated therewith. Influencer agrees not to (A) attack the Marks or assist anyone in attacking the Marks, and (B) make any application to register the Marks or use any confusingly similar trademark, service mark, trade name, iconography, or derivation thereof including, but not limited to, the registration of any domain name including any of the Marks, during the term of this Agreement and thereafter. If Brand requests that Influencer modify any use of the Marks or remove the Marks from any Influencer Content, Influencer will make such modifications or remove such Marks promptly and in any event within one (1) business day of such request.

3.0 REPRESENTATIONS AND WARRANTIES.

3.1 By Each Party. Each party represents, warrants, and covenants to the other party that: (a) such party has full power and authority to enter into this Agreement and to perform its obligations under this Agreement; (b) this Agreement is a legal and valid obligation binding upon such party and enforceable in accordance with its terms; (c) this Agreement will not conflict with, result in a breach of, or constitute a default under any other agreement to which such party is a party or by which such party is bound; and (d) such party will comply with all laws, rules, and regulations applicable to such party in its performance under this Agreement.

3.2 By Influencer. Influencer represents, warrants, and covenants to Later Influence and the Brand that: (a) Influencer has the right, power, and authority to enter into this Agreement and any Program details, and that Influencer is of legal age to enter into a binding Agreement; (b) if a corporation or other legal entity representing Influencer is entering this Agreement on Influencer's behalf, that such entity has the right, power, and authority to enter into this agreement on behalf of Influencer and to bind Influencer to its terms; (c) the Services will be performed in a professional, lawful, and workmanlike manner, in full

compliance with this Agreement (including all Exhibits hereto) and the applicable Program Details; (b) the Influencer Content is the original work of the Influencer, and Influencer is the sole and exclusive owner of all rights to the Influencer Content; (d) for any approved third-party materials included in the Influencer Content, Influencer has obtained all necessary rights, licenses, permissions, and consents (collectively, "**Permissions**") required for the Brand's use of the content as licensed in this Agreement; (e) Influencer will provide copies of all such Permissions to Later Influence or the Brand promptly upon request; (f) the Influencer Content is accurate, not misleading, and reflects Influencer's actual and honest opinions, experiences, and beliefs; (g) the Influencer Content does not and will not infringe upon or violate any intellectual property rights, privacy rights, publicity rights, or any other rights of any third party; (h) the Influencer Content does not and will not violate any applicable laws, rules, or regulations, including, without limitation, the Federal Trade Commission Act and all associated guidelines concerning endorsements and testimonials; (i) Influencer will comply in all respects with the Brand Content Policy attached as **Exhibit A** and/or any other guidance, policies, or brand materials provided to the Influencer; (j) the Influencer Content will not contain any defamatory, libelous, obscene, pornographic, scandalous, or otherwise unlawful material; (k) the Influencer will not post any content, make any statement, or otherwise take any other action that disparages, tarnishes, or otherwise harms the reputation, goodwill, or public image of Later Influence or the Brand or any of their products and services; (l) all of Influencer's engagement and follower metrics are authentic and have not been misrepresented; (m) Influencer has not used and will not use bots, paid engagement, or any other artificial means to inflate such metrics; (n) Influencer Content is free from any malicious code, cookies, counters, or other tracking devices that would collect user information without consent; (o) no fees, royalties, residuals, or other payments are or will be owed to any third party in connection with the Brand's use of the Influencer Content; and (p) Influencer has not, and will not during the term of this Agreement, commit any act or become involved in any situation or occurrence which brings the Brand into public disrepute, contempt, scandal, or ridicule, or which shocks, insults, or offends the community, or which reflects unfavorably upon the reputation of Later Influence, the Brand, or any of their products and services.

3.4 Disclaimer of Warranties. Any products, services, or information provided by Later Influence or the Brand to Influencer are provided "as-is." Later Influence and the Brand explicitly disclaim all warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement in relation to any such products, services, or information.

4.0 LIMITATION OF LIABILITY. In no event will either party be liable to the other for any indirect, incidental, consequential, special, or exemplary damages arising from or related to this Agreement; provided, however, that the maximum aggregate liability of Later Influence for any and all claims shall not exceed the total fees paid by Later Influence to Influencer in the six (6) months immediately preceding the event giving rise to the claim. The limitations set forth in this Section shall not apply to liability arising from: (a) Influencer's indemnification obligations; (b) Influencer's breach of its confidentiality obligations; (c) a breach of any of Influencer's representations and warranties in Section 2; or (d) Influencer's gross negligence or willful misconduct.

5.0 DATA PRIVACY. Influencer agrees to provide Later Influence with certain personal and professional information, including but not limited to name, address, email, payment information, social media handles, and profile analytics ("**Influencer Data**"). Influencer grants Later Influence a worldwide, royalty-free, perpetual license to store, process, and use the Influencer Data to operate Later Influence's proprietary influencer marketing technology platform, including its influencer index (the "**Later Influence Platform**"), manage campaigns, process payments, and for internal business, analytical, and marketing purposes. Influencer expressly consents to Later Influence sharing Influencer Data and all associated campaign performance metrics ("**Performance Data**") with the Brand for which Influencer is performing Services. Later Influence shall be the sole and exclusive owner of all aggregated and anonymized data derived from the Performance Data and may use it for any lawful business purpose without a duty of accounting to Influencer. The collection and use of all personally identifiable information is also governed by the Later Influence Privacy Policy, and in the event of a conflict between this Agreement and the Later Influence Privacy Policy, the terms of this Agreement shall control. Where applicable, Influencer's Content Platforms must be operated in accordance with the Later Influence privacy policy and Brand's privacy policy. If Influencer has their own privacy policy, its terms must be at least as protective of personal

information as the Brand's. Influencer expressly permits Later Influence to share Influencer's personal information with the Brand as necessary to manage the campaign.

6.0 FEES; PAYMENT; TAXES.

6.1 Fees. Influencer agrees that the compensation described in the Program Details (the "**Fees**") represents Influencer's entire compensation for all Services and Influencer will not be entitled to reimbursement for any expenses unless agreed upon in writing within the Program Details.

6.2 Payment. Provided that Influencer is in compliance with this Agreement, including any active Program Details, Later Influence will pay Influencer all Fees in accordance with the applicable payment terms and rates outlined in the Program Details either upon receipt of an invoice from Influencer (or Influencer's agent) and/or upon completion of Influencer's work as verified by the Later Influence Platform. Unless otherwise set forth in the Program Details, upon receipt of invoice from Influencer (or Influencer's agent) payments will be made the later of Net 60 from receipt of invoice or from the date of the Influencer's successful completion of obligations contained in the relevant Program Details. Influencer understands that payment is contingent upon: (a) Influencer creating an account with Later Influence's payment partner, Stripe, which will include successfully onboarding with Stripe including by passing Stripe's know-your-client and anti-money laundering screening and successfully connecting a supported destination account; (b) fulfilling and completing all of the obligations contained in the relevant Program Details; and (c) submitting an accurate invoice for the work complete. Neither Later Influence nor Brand will not be obligated to pay Influencer any Fees due to a violation of any representations and warranties in Section 2, Influencer's failure to comply with this Section 6.2 (including failure to successfully onboard with Stripe), or otherwise due to a material breach of this Agreement. Neither Later Influence nor Brand will be liable for any delays in payment to Influencer for reasons beyond its control.

6.3 Taxes. Influencer will be responsible for determining the applicability of any sales, use, excise, or similar transactional taxes that may be applicable to the performance of the Services, if any. Influencer will be obligated to pay any applicable taxes for corresponding Services, including without limitation, any and all interest, penalties and attorneys' fees. Neither Later Influence nor Brand will not be responsible to Influencer or any governing body for any taxes relating to amounts that Influencer receives hereunder including but not limited to federal or state income tax, social security tax, or unemployment tax. Influencer will bear any and all costs, and will indemnify Later Influence and Brand against the same, including, without limitation, penalties, interest and attorneys' fees. Later Influence and/or Brand will be entitled to contest, pursuant to applicable law and at its own expense, any taxes it is ultimately obligated to pay, and Influencer will reasonably cooperate with any such contest.

7.0 TERM AND TERMINATION.

7.1 This Agreement becomes effective when Influencer accepts it during the campaign application process on the Later Influence Platform (the "**Effective Date**"). However, Influencer's obligations to perform Services will only commence upon Influencer's acceptance of the Program Details provided after campaign acceptance. For Program Details sent via email, Influencer's acceptance may be evidenced by: (i) a reply email explicitly confirming acceptance; (ii) commencement of work on any deliverable described in the Program Details; or (iii) failure to object to the Program Details in writing within three (3) business days of receipt. This Agreement will continue from the Effective Date until: (i) terminated by either party in accordance with this Agreement; (ii) one (1) year after completion of all items within the Program Details if no further Program Details are provided and accepted; or (iii) if Influencer is not accepted for any campaign within ninety (90) days after applying, this Agreement will automatically terminate without further notice (the "**Term**").

7.2 Upon expiration or termination of this Agreement, all revocable licenses granted under this Agreement will immediately terminate. Sections 1.8, 1.9, 2.2, 2.3, 2.4, 2.5, 3.0, 4.0, 5.0, 6.0, 7.2, and

8.0 through 15.0, and any provisions that explicitly state that they will survive the termination of this Agreement, will survive any expiration or termination of this Agreement.

8.0 INDEMNIFICATION. Each party (the “**Indemnifying Party**”) agrees to indemnify, defend, and hold harmless the other party and its affiliates and its and their respective employees, agents, contractors, third-party service providers, assigns, licensees, and successors in interest from and against any and all Claims that result from any breach of the Indemnifying Party’s representations or warranties under this Agreement. For clarity, where Influencer is the Indemnifying Party, Influencer shall indemnify, defend and hold harmless Later Influence, Brand and each of their affiliates and respective employees, agents, contractors, third-party service providers, assigns, licensees, and successors in interest. Influencer further agrees to indemnify, defend, and hold harmless Later Influence, Brand, and their respective affiliates and its and their respective employees, agents, contractors, third-party service providers, assigns, licensees, and successors in interest from and against any and all Claims arising out of resulting from any breach by Influencer of the Brand Content Policy as attached hereto as **Exhibit A**. Notwithstanding the foregoing to the contrary, the Indemnifying Party will be released from such obligations unless the indemnified party provides the Indemnifying Party with (a) prompt notice of such Claim unless the failure to provide such prompt notice does not materially prejudice the defense or settlement of such Claim, (b) sole control and authority over the defense thereof, and (c) reasonable assistance to defend any such Claim. Settlement or compromise of any such Claim will require the prior written consent of Influencer and the applicable indemnified party, which may not be unreasonably withheld, conditioned or delayed.

9.0 CONFIDENTIALITY. Influencer acknowledges that in the course of providing Services hereunder, Influencer may acquire certain Confidential Information. Influencer will: (a) not disclose such Confidential Information to any third party without the prior written consent of Brand and/or Later Influence (as applicable), (b) notify Brand and/or Later Influence if Influencer becomes aware of any breach of confidentiality in any manner including through (i) Influencer’s negligence, acts or omissions, or (ii) computer virus, or theft of Influencer’s computer or login information; or (c) not use the Confidential Information for any purpose other than to carry out the Services contemplated hereunder. “**Confidential Information**” means all information, including but not limited to the terms of this Agreement and any communications or information related thereto, relating to or disclosed in the course of performing under this Agreement which is or should be reasonably understood to be confidential or proprietary to Later Influence, Brand, its affiliates and/or its or their respective licensors, licensees, and business partners. For added clarity, Confidential Information includes, without limitation, details of Influencer’s compensation, information respecting the concept of a particular campaign, campaign briefs and/or other materials provided to Influencer in the course of the campaign. Confidential Information does not include information which: (a) is or becomes generally available to the public other than as a result of disclosure by the recipient or its representatives; (b) was known by the recipient prior to its disclosure; or (c) was independently developed by recipient without use of the Confidential Information.

10.0 GOVERNING LAW. The interpretation of the rights and obligations of the parties under this Agreement, including, to the extent applicable, any negotiations or other proceedings hereunder, will be governed in all respects exclusively by the laws of the Commonwealth of Massachusetts. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts, and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

11.0 INDEPENDENT CONTRACTOR; NO AGENCY. Nothing in this Agreement will in any way be construed to render Influencer to be or to be construed as an agent, employee or representative of Brand. Influencer is and will perform the Services hereunder as an independent contractor. Influencer acknowledges and agrees that Influencer will not be eligible for any employee benefits (nor do they desire any of them) and expressly waives any entitlement to such benefits. Influencer further agrees to indemnify Brand and hold it harmless to the extent of any obligation imposed on Brand resulting from Influencer’s being determined not to be an independent contractor.

12.0 NOTICES. All notices, requests, and other communications under this Agreement must be in writing and will be deemed to have been duly given when sent by email to the respective addresses

below. Notice is effective on the first business day following the date of successful transmission. **If to Later Influence:** legal@later.com. **If to Influencer:** The primary email address provided by Influencer during registration on the Later Influence Platform or such other email address specified in the applicable Program Details. Either party may change its email address for notices by providing written notice to the other party in accordance with this Section. Influencer is solely responsible for keeping their contact email address current. Neither Later Influence nor Brand shall be liable to Influencer for Influencer's failure to or inability to access any notice sent by email hereunder.

13.0 EQUITABLE RELIEF. Influencer and Later Influence agree that it would be impossible or inadequate to measure and calculate Later Influence or Brand's damages from any breach by Influencer of this Agreement. Accordingly, Influencer and Later Influence agree that if Influencer breaches this Agreement, each of Later Influence and Brand will have available, in addition to any other right or remedy available, the right to obtain from any court of competent jurisdiction an injunction restraining such breach or threatened breach, specific performance, and other equitable remedies without proving actual damages or posting bond, notwithstanding Section 4.0 (Limitation of Liability). Sections 1.8, 1.9, 2.2, 2.3, 2.4, 2.5, 3.2, and 9.0 are specifically identified as provisions for which equitable remedies are appropriate. The exercise of any equitable remedy shall not preclude other remedies, and failure to seek equitable relief for any breach shall not constitute a waiver of the right to seek such relief for continuing or subsequent breaches.

14.0 DEFEND TRADE SECRETS ACT OF 2016. Influencer acknowledges receipt of the following notice under 18 U.S.C. § 1833(b)(1): "An individual will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal."

15.0 MISCELLANEOUS. This Agreement including the Exhibits hereto and any applicable Program Details (if any) are the complete and exclusive understanding and agreement regarding the Services, and supersedes any oral or written proposal, prior agreement or other communication between Brand and Influencer. All capitalized terms used in this Agreement and defined in the context in which they are used will have the meanings given to them herein. All other terms used in this Agreement will have their plain English meaning as commonly interpreted in the United States. All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. Neither this Agreement nor any rights or obligations of Influencer hereunder may be assigned or transferred by Influencer (in whole or in part and including by sale, merger or operation of law) without the prior written approval of Later Influence. Any assignment in violation of the foregoing will be null and void. Later Influence may freely assign this Agreement or any of its rights hereunder.

[Remainder of page intentionally blank]

Exhibit A: Brand Content Policy

This Brand Content Policy ("Policy") applies to every Influencer who enters into an Influencer Agreement with Later Influence. Influencer must comply with this Brand Content Policy when performing any Services pursuant to applicable Program Details. All capitalized terms not defined here have the meaning given to them in the Agreement. Additionally, this Policy hereby incorporates by reference any other policy, guidelines, terms of use, terms of service, code of conduct, or instructional materials provided or made available by Later Influence or Brand to Influencer from time to time. Influencer shall comply with all such other policies, guidelines, terms of use, terms of service, code of conduct, or instructional materials incorporated by reference.

INFLUENCER'S FAILURE TO COMPLY WITH THIS POLICY IS A MATERIAL BREACH OF THE AGREEMENT AND MAY RESULT IN IMMEDIATE TERMINATION AND NON-PAYMENT.

1. Legal & Advertising Compliance

1.1. FTC Endorsement Guides. All Influencer Content must comply with the Federal Trade Commission's ("FTC") Guides Concerning the Use of Endorsements and Testimonials in Advertising. This includes, but is not limited to, clearly and conspicuously disclosing the material connection to the Brand.

1.2. Disclosure Requirements. The campaign-related nature of the Influencer Content must be disclosed in a way that is impossible to miss. This requires:

Placement: The disclosure must appear "above the fold" (before a user has to click "see more") in the content description.

Wording: The disclosure must be unambiguous. Acceptable disclosures include #ad, #sponsored, or #BrandPartner. Vague disclosures like #collab or #ambassador are not sufficient on their own. Program Details may include additional direction regarding acceptable disclosure.

Video Content: For video content (including Stories, Reels, TikToks), the disclosure must be superimposed on the video itself and mentioned verbally within the video.

1.3. "No Follow" Links. All hyperlinks included in Influencer Content that point to a Brand website or product page must be configured as "no follow" links.

2. Content & Conduct Rules

2.1. Honesty and Accuracy. All statements and claims made in Influencer Content must be truthful, accurate, and reflect Influencer's honest opinions and beliefs. Claims about a product's performance must be based on Influencer's actual experience.

2.2. Prohibited Content. Influencer Content must not contain, promote, or link to any of the following:

Defamatory, libelous, slanderous, or disparaging remarks about any person or entity.

Threats or incitement of violence, or content that promotes racism, bigotry, hatred, or physical harm of any kind.

Pornography, sexually explicit material, or obscenity.

Misinformation, disinformation, or fraudulent claims.

Content related to illegal activities, including illegal drugs or weapons.

Gambling, lottery, or sweepstakes content, unless expressly approved in the Program Details.

Political content or endorsements of political candidates or parties.

2.3. Prohibition on Affiliate Links. Influencer must not include any third-party affiliate links, referral codes, or other similar monetization links within the Influencer Content or its description, unless the use of a specific link is expressly required by the Brand as part of the Services outlined in the Program Details.

2.4. Affiliate Link Disclosures. If the Program Details specifically require the use of an affiliate link, Influencer must provide a separate, clear, and conspicuous disclosure that identifies the link as a paid or affiliate link from which Influencer may earn a commission. This disclosure must be placed in immediate proximity to the affiliate link itself. Examples of acceptable disclosures include **(paid link)**, **(ad)**, or **(As a Brand Affiliate, I earn from qualifying purchases)**. This disclosure is required in addition to applicable general sponsorship disclosures outlined in Section 1.2.

2.5. No Competing Advertising. Influencer Content created for a Brand program must not advertise, market, or promote any other product or service.

2.6. Authenticity of Engagement. Influencer must not artificially inflate engagement metrics. This includes buying followers, likes, or comments, or participating in engagement "pods" or other coordinated schemes to manipulate platform algorithms. A breach of this section will result in immediate termination without compensation.

3. Intellectual Property

3.1. Originality. All Influencer Content must be the original work of the Influencer, except for materials provided by the Brand or properly licensed third-party content as permitted by this Policy.

3.2. Third-Party Rights. Influencer Content must not infringe upon the intellectual property rights, privacy rights, publicity rights, or any other legal rights of any third party.

3.3. Music. Influencer must not use any music unless Influencer has a valid license for its use in a commercial, branded content context. Relying on a platform's native library (e.g., TikTok's sound library) may not be sufficient for branded content. Influencer is solely responsible for securing all necessary music licenses and providing proof of such licenses upon request.

3.4. Images & Media. Influencer must have permission from all rights holders before using any third-party images, video clips, or other media. This includes obtaining a release from any identifiable person depicted in the media and permission from the copyright owner (e.g., the photographer). Attribution alone is not a substitute for a license.

3.5. No Unauthorized Modifications. Influencer must not modify any third-party images or media in any way that creates a derivative work without the express written permission of the copyright owner.

3.6 Other Trademarks. Influencer shall not include any references to (including any images of) any other brand or trademark unless explicitly authorized by Later Influence or Brand in writing in any Influencer Content.

4. Use of Artificial Intelligence

4.1. Disclosure and Approval. Influencer must not use generative artificial intelligence (AI) tools to create any substantive part of the Influencer Content (including scripts, images, or video) without obtaining prior written approval from Later Influence.

4.2. Responsibility for AI Content. If use of AI is approved, Influencer remains fully responsible for the final output. Influencer represents and warrants that any AI-generated content complies with all aspects of this Policy, including intellectual property and accuracy requirements, and agrees to indemnify Later Influence and the Brand for any claims arising from such content.

Exhibit B: Influencer Content Review and Approval

1. **Content Submission Requirements.** Influencer must submit all content elements created under this Agreement to Later Influence for Brand approval through the Later Influence Platform. This includes all videos, photographs, captions, and any other materials produced in connection with the campaign. All submissions must follow the timeline specified in the Program Details or such other timeline as may be communicated to Influencer by Later Influence in writing from time to time.
2. **Approval Process.** All content requires written approval from Later Influence and the Brand before posting. Later Influence and the Brand retain sole discretion to approve or reject any submitted content.
3. **Revision Requirements.** If Later Influence or the Brand requests edits to submitted content, Influencer must implement all requested changes and resubmit for approval. Later Influence will make reasonable efforts to limit revision rounds.
4. **Non-Approval Consequences.** If Influencer properly implements all requested edits but the Brand still does not approve the content, Later Influence reserves the right to terminate the Agreement immediately with notice to Influencer. Unless otherwise explicitly agreed in the Program Details, Influencer shall not be entitled to any payment in the case of such termination.
5. **Unauthorized Posting.** Posting content without receiving explicit approval from Later Influence constitutes a material breach of this Agreement. In such cases, Later Influence may either: a) Terminate the Agreement immediately upon notice to Influencer, or b) Require Influencer to post Brand-approved replacement content without additional compensation.
6. **Post-Approval Rights.** Even after content approval and posting, the Brand retains the right to: a) Require revisions if information about the Brand becomes inaccurate, or b) Require removal of Brand identifiers from the content. Upon such requests from Later Influence, Influencer must revise the content according to the approval process outlined in this policy.
7. **Survival of Obligations.** Influencer's obligations under this policy survive termination of the Agreement. After termination, Influencer must comply with Later Influence or Brand requests regarding content, though Influencer may choose whether to revise content or remove all Brand identifiers.