

## INFLUENCER/CREATOR AGREEMENT

THIS INFLUENCER/CREATOR AGREEMENT (INCLUDING THE EXHIBITS HERETO AND THE PROGRAM DETAILS, THE “**AGREEMENT**”) IS MADE BY AND BETWEEN ROOM & BOARD, INC. (“**BRAND**”) AND THE INDIVIDUAL NAMED DURING THE REGISTRATION, SIGN-UP OR AGREEMENT EXECUTION PROCESS (“**INFLUENCER**”). THIS AGREEMENT PROVIDES THE TERMS AND CONDITIONS UNDER WHICH INFLUENCER MAY CREATE AND DISTRIBUTE CONTENT IN CONNECTION WITH PROMOTING THE BRAND’S AND OR ITS AFFILIATES’ PRODUCTS AND/OR SERVICES (THE “**SERVICES**”). INFLUENCER HEREBY (A) EXECUTES, ACCEPTS THE TERMS OF AND AGREES TO COMPLY WITH THIS AGREEMENT BY (I) CHECKING THE BOX TO ACCEPT THIS AGREEMENT OR (II) SIGNING THIS AGREEMENT AND (B) REPRESENTS AND WARRANTS THAT INFLUENCER HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND THAT INFLUENCER IS OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT. IF A CORPORATION OR OTHER LEGAL ENTITY IS ENTERING INTO THIS AGREEMENT ON BEHALF OF INFLUENCER, SUCH ENTITY REPRESENTS THAT IT HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF INFLUENCER AND BIND INFLUENCER TO ITS TERMS.

**1.0 DEFINITIONS.** 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.

1.1 “**Brand Analytics Code**” means computer code provided by Brand from time to time for inclusion in produced content, i.e., tracking links.

1.2 “**Brand Content Policy**” means, collectively, Brand’s content policy referenced in Exhibit A and any other policy, guidelines, terms of use, terms of service, code of conduct, or instructional materials provided or made available by Brand or any of its affiliates to Influencer from time to time.

1.3 “**Content Platform**” means all or any portion of a website containing written, video or photographic commentary, news or discussion on one or more particular topics (such as a blog) and that includes any Influencer Content.

1.4 “**Confidential Information**” means all information, including but not limited to the material terms of this Agreement and any communications or information related thereto, relating to or disclosed to Influencer, either directly or indirectly, in writing, orally or by inspection of tangible objections, in the course of performing under this Agreement which is or should be reasonably understood to be confidential or proprietary to Brand, its affiliates and/or its or their respective licensors, licensees, and business partners. “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.

1.5 “**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 (as defined below), excluding Brand Marks and Brand IPR.

1.6 “**IPR**” means all intellectual property and proprietary rights throughout the world, including, without limitation, all copyrights, trademarks, trade secrets, patents, moral rights, and other rights protecting data, information or intangible property throughout the world.

1.7 “**Mavrck Platform**” Apifia, Inc. dba Mavrck’s proprietary influencer marketing platform that Brand will be using to administer and track influencer marketing campaigns as described in Program Details in which Influencer may participate in.

1.8 **“Program Details”** means the specific details provided to Influencer by Brand, including, but not limited to, compensation, program dates, branding guidelines, general and specific responsibilities of Influencer and Brand. Influencer may engage in multiple Program Details, each which shall be executed by the parties and governed by this Agreement. The Program Details are hereby incorporated by reference into this Agreement. If any provisions of the Program Details conflict with this Agreement, then the Program Details will control.

## 2.0 SERVICES.

2.1 **Services.** During the term of this Agreement, Brand may provide Program Details to Influencer from time to time. If Influencer accepts the Program Details, Influencer will provide Brand with the Services as more specifically described in the applicable Program Details. Before performing any Services that require use of a third-party platform, Influencer may be required to agree to a terms of use, privacy policy and/or other agreement with the applicable third party. Influencer will be solely responsible for the performance of the Services and the hosting, maintenance and operation of Influencer's Content Platform; provided that Influencer agrees to embed the Brand Analytics Code in Influencer's Content Platform or provide analytics details, if requested within a particular Program Details. Influencer agrees to make any Influencer Content produced with respect to such Program Details publicly available in accordance with the timing set forth in the Program Details, which timing may be revised by Brand from time to time and mutually agreed upon with Influencer. Influencer is solely responsible for moderating any submission, comments, responses or other feedback (**“Submissions”**) from any third party in response to any of Influencer's Content Platform, and agrees that Brand has no responsibility for moderating any Submissions. Influencer agrees, to the extent legally permitted, to promptly remove any Submissions or Influencer Content from a Content Platform upon Brand's request within one (1) business day. Influencer will operate each Content Platform in accordance with Brand's Privacy Policy (as amended from time to time, the **“Privacy Policy”**) which is posted on the Brand website at <https://www.roomandboard.com/privacy> or otherwise provided to Influencer by or on behalf of Brand, that provides Influencer with sufficient rights to provide a reader's Submissions to Brand in accordance with the terms of this Agreement.

## 2.2 Intellectual Property Rights.

(a) Unless otherwise set forth in the 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 (**“Influencer IPR”**). Unless otherwise set forth in the Program Details, Influencer hereby grants Brand a non-exclusive, irrevocable, perpetual, royalty-free, fully paid-up, worldwide license to copy, display, distribute, broadcast, publish, post, stream, create derivative works of or from, edit, sublicense, and otherwise use and exploit the Influencer Content in any channel, social media platform or other medium now existing or hereinafter developed for any purpose.

(b) 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.

(c) Influencer hereby gives Brand permission to use any and all of their voice, image and likeness, with or without using their name, 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, and/or for other

purposes deemed appropriate by Brand in its reasonable discretion, except to the extent expressly prohibited by law.

(d) 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 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 promptly (no more than one (1) business day) make such modifications or remove such Marks, as requested.

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

**2.4 Content Boost.** Unless otherwise set forth in the Program Details, at no additional cost to Brand, Influencer agrees to perform the following in connection with the Influencer Content as requested by the Brand at the Brand's sole discretion: (a) boost or otherwise promote the Influencer Content; (b) provide the Brand with access to Influencer's ad manager or other tool to allow Brand to whitelist the Influencer Content; and/or (c) allow the Brand to run a branded ad.

**2.5 Maintain Influencer Content Posts.** Unless otherwise set forth in the Program Details, Influencer shall maintain the Influencer Content as originally posted pursuant to the Program Details for at least twelve (12) months from the date that it becomes publicly available, except in the event that the Brand instructs Influencer to remove such Influencer Content prior to the end of such period.

**2.6 Non-Exclusivity.** Unless otherwise set forth in the Program Details, Influencer has the right to provide content services to others during the term of this Agreement provided that: (a) such other engagement or performance does not interfere in any way with the timely and professional performance of the Services to Brand; (b) such other engagement or performance does not require the disclosure or use of Confidential Information; and (c) such other engagement or performance does not conflict with any active Program Details or any other agreements between Brand and Influencer (i.e., an engagement for a competitive brand or product). Brand has no obligation to propose Program Details to Influencer and may receive content services from other influencers during the term of this Agreement.

**2.7 Additional Content Requirements.** Additional requirements and obligations related to Influencer Content and Submissions may be set forth in the Program Details.

### **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 that: (a) the Services will be performed in a professional, lawful and workmanlike manner, in accordance with any terms and conditions set forth herein; (b) Influencer is the original author and sole owner of the Influencer Content or otherwise has obtained any content from sources in conformity with the Brand Content Policy and that for all Influencer Content, Influencer has obtained all necessary rights, licenses, permissions, consents and the like, including but not limited to music licenses (as approved by Brand in writing) and releases for voices, images and appearances, with regard to all video, audio, photograph, graphics, illustration or other multimedia content and will provide Brand with all such licenses and releases upon Brand's request; (c) the Influencer Content is accurate and true and reflects Influencer's actual opinions, experiences and beliefs; (d) no Influencer Content created or obtained by Influencer and delivered to Brand or posted by Influencer or Brand hereunder will infringe on or violate any IPR or applicable laws, rules or regulations, including, but not limited to, the Federal Trade Commission Act, the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising, and other all rules, regulations and guidelines promulgated by the Federal Trade Commission; (e) no Influencer Content delivered or posted by Influencer hereunder will contain any profanity, scandalous, libelous, defamatory, obscene, pornographic or unlawful matter or material; (f) Influencer has not misrepresented any of the Influencer's organic metrics including, but not limited to, engagements, followers, and reach; (g) Influencer does not use bots or other artificial means to inflate Influencer metrics; (h) Influencer Content does not contain malicious code, counters, or other types of code that automatically attach cookies or other devices that track and collect user's information; and (i) no fee, compensation or any other payment whatsoever will be payable by Brand to any third party in connection with the Influencer Content and/or the Services.

**3.3** EXCEPT AS MAY OTHERWISE BE EXPRESSLY SET FORTH HEREIN, BRAND DISCLAIMS, ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, ORAL OR IN WRITING, ARISING UNDER ANY LAWS, INCLUDING WITH RESPECT TO TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

**4.0 LIMITATION OF LIABILITY.** EXCEPT FOR LIABILITY ARISING FROM (A) INFLUENCER'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 9.0, (B) INFLUENCER'S INDEMNIFICATION OBLIGATIONS HEREIN, OR (C) INFLUENCER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM BREACH OF THE AGREEMENT OR ANY PROGRAM DETAILS, OR ARISING FROM ANY OTHER PROVISION OF THE AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. THE MAXIMUM TOTAL, AGGREGATE LIABILITY OF BRAND FOR ANY AND ALL CLAIMS AND ACTIONS ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID AND PAYABLE BY BRAND TO INFLUENCER HEREUNDER IN THE SIX (6) MONTH PERIOD PRECEDING THE CLAIM. NOTWITHSTANDING THE FOREGOING, CERTAIN JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF CERTAIN LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND, AS SUCH, SOME PORTION OF THE ABOVE LIMITATION MAY NOT APPLY.

**5.0 DATA PRIVACY.** Influencer expressly consents to the Brand's use and disclosure of personally identifiable information and other data and information as described in the Privacy Policy. In addition, Influencer acknowledges and agrees that Brand may disclose to any third party all information about Influencer and that Influencer may provide with respect to Influencer Content or a Submission. Notwithstanding anything in the Privacy Policy, Brand will have the right to collect and analyze data and information (including personally identifiable data and information) resulting from Influencer's (and any of Influencer's readers') access to and use of a Content Platform. All such aggregated data and information will be solely owned by Brand and may be used by Brand for any lawful business purpose without a duty of accounting to Influencer. In the event of any conflict between this Agreement and any other agreement Influencer has entered into with Brand (including, without limitation, the Privacy Policy), the terms of this Agreement will control.

## **6.0 FEES; PAYMENT; TAXES.**

6.1 **Fees.** Influencer agrees that the compensation described in the Program Details (the “Fees”) represent 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, Brand will pay all Fees in accordance with the applicable payment terms and rates outlined in the Program Details. 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 (i) Net 30 from receipt of invoice or (ii) from the date of the Influencer’s successful completion of obligations contained in the relevant Program Details (as may be verified by the Mavrck Platform). Influencer understands that payment is contingent upon: (a) providing their ACH Direct Deposit information or check information to Brand, including an IRS form W-9; (b) successfully fulfilling and completing all of the obligations contained in the relevant Program Details; and (c) submitting an invoice for the work completed.

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. 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 Brand against the same, including, without limitation, penalties, interest and attorneys’ fees. 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 will commence upon either Influencer’s (I) checking the box to accept this Agreement or, (ii) signing this Agreement and will continue until the earlier of (a) termination by either party as provided herein, or (b) one (1) year after completion of all items within the Program Details and no further Program Details have been provided and accepted.

7.2 Either Party may terminate this Agreement for convenience at any time by providing fifteen (15) days’ prior written notice to the other party.

7.3 In the event of a material breach of this Agreement which is not cured or curable within fifteen (15) days written notice of such breach, either party may terminate this Agreement effective immediately upon written notice. Where Brand terminates this Agreement due to Influencer’s material breach, Influencer shall not be entitled to any further compensation under this Agreement. Where Influencer terminates this Agreement due to Brand’s material breach, Brand shall pay Influencer any unpaid fees and approved expenses which were earned or accrued through the effective date of termination.

7.4 Brand may terminate this Agreement, effective immediately upon written notice if, during the Term, Influencer: (i) commits or is alleged to have committed any criminal act or other act involving moral turpitude, drugs, or felonious activities; (ii) commits any act or becomes involved in any situation or occurrence which brings Influencer into public disrepute, contempt, scandal, or ridicule, or which shocks or offends the community or any group or class thereof, or which, in Brand’s sole discretion, reflects unfavorably upon Brand or reduces the commercial value of Brand’s association with Influencer; or (iii) information becomes public about Influencer having, within six (6) months prior to the Term, so conducted themselves as in (i) or (ii) hereinabove.

7.5 In the event of a termination for convenience by Brand or a termination by Influencer due to a material breach by Brand, Brand shall pay Influencer a prorated amount for any unpaid fees and approved expenses, which were earned or accrued through the effective date of termination and no further compensation shall be owed or due.

7.6 Upon expiration or termination of this Agreement, all revocable licenses granted under this Agreement will immediately terminate. Sections 2.2(a), 2.2(b), 2.2(c), 3.0, 4.0, 6.0, 7.6, and 8.0 through 15.0 will survive any 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. Influencer further agrees to indemnify, defend, 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 arising out of resulting from (i) any claim by a third party that the Services provided under this Agreement have infringed the third party’s patent, trademark, trade secret, copyright or other intellectual property or proprietary rights, (ii) breach of Influencer’s confidentiality obligations hereunder, (iii) any breach by Influencer of the Brand Content Policy as attached hereto as **Exhibit A**, or (iv) Influencer’s gross negligence, willful misconduct, or violation of applicable law. 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, (b) notify Brand if Influencer becomes aware of any breach of confidentiality in any manner whether through (i) Influencer's negligence, acts or omissions, or (ii) computer virus, or theft of Influencer's computer or login information; or (c) not transfer, display, convey, or otherwise disclose or make available all or any of the Confidential Information, directly or indirectly, to any third party or to use such information for any purpose whatsoever other than as reasonably required to carry out the Services contemplated hereunder. Influencer shall use the same degree of care to protect Brand's Confidential Information as it uses to protect its own Confidential Information, but in no circumstances less than reasonable care.

Influencer may disclose the Confidential Information of the Brand in response to a valid court order, subpoena, civil investigative demand, law, rule, regulation (including, without limitation, any securities exchange regulation) or other governmental action, provided that (i) to the extent permitted by applicable law or regulation, Brand is notified in writing prior to the disclosure of the information; and (ii) Influencer has allowed Brand to participate in the proceeding that requires the disclosure. If Brand is unable to obtain a protective order or other appropriate remedy, whether due to timing issues or otherwise, Influencer will furnish only that portion of the Confidential Information that it is legally required to furnish, and Influencer will exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

The Confidential Information of Brand shall be and remain the exclusive property of Brand. Influencer shall not take or use any materials, records, or media of any nature that contain Confidential Information of the Brand or that belong to the Brand without the express written consent of the Brand, and, upon request by the Brand, the Influencer shall deliver to the Brand or destroy all of same in the Influencer's possession, custody or control, and the Influencer shall not retain any copies thereof.

**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 State of New York. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in New York City, New York, 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.** Any notice hereby required or permitted to be given will be sufficiently given if in writing and delivered in person, by facsimile transmission, electronic mail, overnight delivery service or U.S. mail, in which event it may be mailed by first-class, certified or registered, postage prepaid, to either party at the address of such party set forth in the preamble of this Agreement or such other address as will have been designated by written notice by such party to the other party. Any notice or other communication required or permitted to be given under this Agreement will be deemed given (a) on the day when delivered in person; (b) on the first business day of or after the date of confirmation that the facsimile has been successfully transmitted to the facsimile number for the party notified if sent by facsimile; (c) on the first business day of or after the date of receipt by the party notified if sent by electronic mail; (d) on the first business day after deposited with a nationally recognized overnight delivery service; or (e) on the third business day after the day on which such notice was mailed in accordance with this Section.

**13.0 EQUITABLE RELIEF.** Influencer and Brand agree that it would be impossible or inadequate to measure and calculate Brand's damages from any breach by Influencer of this Agreement. Accordingly,

Influencer and Brand agree that if Influencer breaches this Agreement, Brand will have available, in addition to any other right or remedy available and notwithstanding anything to the contrary in Section 7.0 above, the right to obtain from any court of competent jurisdiction an injunction restraining such breach or threatened breach and specific performance of Sections 2.2, 3.2 and 9.0. Influencer and Brand further agree that no bond or other security will be required in obtaining such equitable relief and Influencer and Brand hereby consent to the issuances of such injunction and to the ordering of such specific performance.

**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, the Brand Content Policy and the Privacy Policy (each of which is incorporated by reference) 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 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 Brand. Any assignment in violation of the foregoing will be null and void. Brand may freely assign this Agreement or any of its rights hereunder. Influencer will not at any time, disparage, or otherwise portray in a negative light, Brand, any Brand personnel and/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.

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## EXHIBIT A

### BRAND CONTENT POLICY

The following Brand Content Policy applies to each Influencer who has entered into an Influencer Agreement with Brand. Terms used but not defined herein will have the definitions ascribed in the Influencer Agreement.

1. Influencers will comply with the most recent Federal Trade Commission Guides Concerning the Use of Testimonials and Endorsements in Advertising (“**FTC Guides**”), including any updates, additions, modifications, or supplemental guidance to the FTC Guides, in connection with their performance hereunder. This includes but is not limited to the “Disclosures 101 for Influencers” and “What People Are Asking” training documents, available at [https://www.ftc.gov/system/files/documents/plain-language/1001a-influencer-guide-508\\_1.pdf](https://www.ftc.gov/system/files/documents/plain-language/1001a-influencer-guide-508_1.pdf) and <https://www.ftc.gov/tips-advice/business-center/guidance/ftcs-endorsement-guides-what-people-are-asking>.

2. Originality of Content. All portions of Influencer Content must be the original creative work of the Influencer or the Influencer must be the sole owner of the Influencer Content pursuant to the Influencer Agreement.

3. Use of Quotes. Influencers should adhere to the following steps if using quotes: (a) quotes should be short; (b) Influencers should credit the source; and (c) Influencers should use the quote in the same context as when the quote was originally made. If Influencer has a question about whether they can use a quote, Influencer must ask the writer for written permission to use the quote in an email and keep the email.

4. Linking.

A. Influencer must use “no follow” links in Influencer Content.

B. Influencer may embed a hyperlink in the Influencer Content that links to the specific webpage where the third party content is located. Influencers are also responsible for not linking to sites containing content that would not be permitted under the Influencer Agreement.

5. Third Party Content. In order to avoid potential infringement of IPR, Influencers should not endorse, copy, or adopt third party content.

6. Statements About Third Parties. Influencer Content will not contain any defamatory, libelous, or slanderous material. Influencer Content will not be harassing, abusive, unlawful, tortious, threatening, harmful, pornographic, sexually explicit, obscene, patently offensive, or otherwise promote racism, bigotry, hatred, or physical harm of any kind.

7. Making Claims. Influencer Content will be true and accurate to the best of the Influencer’s knowledge and will not hold out opinion as fact. Influencer Content will not be intentionally misleading, deceptive, untrue, or fraudulent. Influencer is responsible for checking their facts before they make any claims about third parties or products.

8. Third Party Rights. Influencer Content will not violate any third party privacy right, right of publicity, or any other IPR.

9. Cheating. Cheating is prohibited, and will result in immediate action and termination without compensation.

10. No Advertising. Influencers will not, as a part of the Influencer Content produced for any Brand program advertise, market, or otherwise promote any other product or service in which Influencer or any Influencer affiliates have an ownership interest or other financial interest, directly or indirectly.

11. General. Influencer may only provide the types of Influencer Content authorized in the Program Details and such Influencer Content may only be used in the manner specified in the Influencer Agreement. Influencer may not use any music on any web property on which they are publishing content without express permission from the copyright or other rights owner(s) for Influencer's specific intended use in each instance. Influencer must obtain any required permissions or releases where necessary. In accordance with the Digital Millennium Copyright Act and other applicable laws, Brand has adopted a policy of terminating, in appropriate circumstances and within Brand's sole discretion, Influencers who infringe upon the IPR of Brand or any third party.

12. Embedded Video Players. Influencer is permitted to embed video players from third party sites in Influencer Content only through publicly available APIs that do not prohibit use by commercial entities in accordance with the API owner's terms of service, as applicable. Influencer should not copy content and post it on a Content Platform such that Influencer hosts the content; instead, showing third party videos in video players using third party APIs ensures that the third party, and not Influencer, is hosting that content such that if the third party site removes that content from its site at the request of a copyright owner, that content will automatically be removed from the Content Platform as well, since the content is hosted on the third party's server, and not Influencer's server.

13. Use of Images or Other Media. An image or other multi-media element may involve layers of rights. The photographer/creator owns the copyrights in their photograph or other media (e.g., the artistic expression of their vision). A person depicted in the photograph, video, or other applicable media owns the right to control the use of their image (or, in the case of a minor, a parent or guardian may exercise control or grant permission on behalf of the minor). If a trademark or a product in its trade dress (e.g., a Coke® can) appears, the owner of the trademark may have rights in how its product or trademark is depicted. Influencers must analyze each image or other media element to be sure that they have the appropriate permission from all rights owners to use the image or media in accordance with this policy and the Influencer Agreement.

14. No Modifications to Third Party Images or Other Media. Influencer should not modify any third party images or other media in any way that would change its nature or context, unless Influencer is certain that they have the right from the copyright owner to create a derivative work. If Influencer has a question about whether they can create a derivative work, Influencer must ask the copyright owner for written permission to create the derivative work in an email and keep the email.

15. Credit and Attribution. Credit or attribution to the source of the image (e.g., Getty Images) is always necessary for a full size photograph. Credit should be used for thumbnail images where space allows. Similarly, attribution should be provided for other media according to its accompanying license terms.

16. Purchased Engagement. Influencer will be fully responsible for the fulfillment of all promises and promotions offered by Influencer.

17. Password Protection. Influencer Content will not be placed behind any login.

*Last Updated: 6/13/2024*