



HCM Influencer Services Agreement

This Influencer Services Agreement (the "Agreement") is made by and between Her Campus Media LLC, a Delaware limited liability company with an address of 9 Lansdowne St Suite 2, Boston, MA 02215 ("Company," "Her Campus," or "HCM") and the Influencer ("you" or "Influencer").

1. Services and Responsibilities.

- a. *Services.* Subject to the terms of this Agreement, Company may from time to time engage Influencer to provide original photographs, videos, posts, reviews, advertising and other content or material specifically developed, produced or created by Influencer ("Content" or "Provided Content") for one or more campaigns for clients of Company (each, a "Client"). Each engagement for the creation of Content shall be referred to individually as a "Campaign" and all Campaigns collectively as the "Services". Each Campaign's details shall be issued via a statement of work ("Campaign Brief") and shall be deemed incorporated herein by reference.
- b. *Service Standards; Participants; Disclosure.* 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 in the Campaign Brief 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, "Laws"), including without limitation, the Federal Trade Commission's Guidelines on Endorsements and Testimonials and the additional resources supplied by the Company. Without limiting the foregoing, and for the avoidance of doubt, Influencer must always clearly disclose that Influencer is receiving compensation for creating the Content, in accordance with this provision, 2(b)(ii), and 7. Influencer should contact the Company if it has any questions regarding compliance with Laws prior to publicly posting or communicating any Content.
- c. *Third-Party Rights.* To the extent that you do not control all of the foregoing rights to any element of the Content, you represent and warrant that you have obtained written documentation of all necessary consents, waivers and releases to permit the use of such elements, and to grant the rights set forth herein to the Company and Clients. If Influencer incorporates other individuals in connection with the Content, Influencer must obtain their prior written consent. If minors are involved, you represent and warrant that you have obtained the above-mentioned consents, waivers or releases from the minor's parent or legal guardian. You agree that, upon request from the Company, you will provide evidence of such consents, waivers, and releases to the Company in the form acceptable to the Company. If Influencer collects information from users, Influencer will: obtain their consent, make it clear Influencer (and not Company



nor its Clients) is the one collecting their information, and post a privacy policy explaining what information Influencer collects and how Influencer will use it.

2. Code of Conduct. You agree that you will comply with the following code of conduct in connection with all Campaigns:
 - a. *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 in completing services pursuant to this Agreement.
 - b. *Content Guidelines.* The following guidelines apply to all Content submitted by you for Campaigns:
 - i. You must state your honest views regarding the Campaign, which must reflect your actual experience, opinions, experience, and beliefs regarding the Client(s) and its products or services.
 - ii. You must clearly and conspicuously disclose your connection with Client in accordance with all FTC guidelines and any specific guidelines provided to you in connection with the Campaign.
 - iii. You must respect the intellectual property rights of others; do not post material unless you have all necessary permissions to do so.
 - iv. Do not post confidential or proprietary information of any party.
 - v. Do not make false or unsubstantiated statements about Client, its products or services.
 - vi. Do not make any statements regarding the products or services of Client's competitors during the Campaign timeframe.
 - vii. Do not impersonate any other person or entity, actual or fictitious, including by impersonating an employee or consultant of Her Campus or Clients.
 - c. *Content Removal.* 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 Influencer's website or social media accounts which the Company deems, in its sole and absolute discretion, to be objectionable, inadvisable, or otherwise in violation of this Agreement or the Guidelines.
 - d. *Providing Originals.* Influencer shall, upon request and within forty-eight (48) hours, provide the Content in its original form to Company.
 - e. *Association; Criticism.* 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. 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.



- f. *Prohibited Content.* Influencer's web and social media properties shall not include any material that is unlawful, harmful, fraudulent, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable, including, without limitation, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law.
3. **Client Campaign Participation.** Once Influencer has confirmed his/her participation in a Campaign, she may not cancel her participation without the express, written permission of the Company. Furthermore, cancelling participation and/or confirming participation but failing to complete the requirements of the Campaign Brief may result in a forfeiture of consideration, becoming ineligible for future campaigns, and/or a dismissal from any HCM Influencer Network.
4. **Consideration.** Your participation in any of the Her Campus Influencer Networks is free of charge to you. Nothing in this Agreement is intended to or should be construed to guarantee Influencer's participation in any Campaign. In consideration of your participation in a Campaign, you may receive monetary compensation as determined by the Company. The Company shall pay Influencer compensation for the Services as described on each Campaign (the "Fees") the Influencer is selected to participate in, in accordance with the Fee established by each Campaign Brief. All Fees will be paid net-60 of the completion of the Campaign unless otherwise indicated by the Campaign Brief. Influencer agrees to hold the Company liable for payments solely to the extent the full value of the proceeds have cleared from Client to Company for the applicable Campaign. Influencer's removal of Content during this 60-day window will be considered a breach of obligations and may result in a forfeiture of Fees owed to Influencer. All Fees will be paid in U.S. Dollars. Conversion of foreign currency to U.S. Dollars will be made at the conversion rate existing on and calculated by PayPal on the date of payment issuance. Such payments will be without deduction of exchange, collection or other charges. 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. Influencer agrees to pay all monies owed to any person or entity as a result of Content (including but not limited to text, images, photographs, and musical recordings) that Influencer posts. If Influencer is found to be in breach of this Agreement or the Campaign Brief at any time, Influencer is not entitled to any compensation for Campaigns, and if Influencer is found to be in breach of this Agreement and/or a Campaign Brief in connection with a Campaign for which Influencer has already received payment from HCM, Influencer shall return such payment to HCM in full immediately.
5. **Independent Contractor Relationship.** 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. As an independent contractor, you may be asked by the Company to fill out or otherwise supply an IRS Form W-9. Failure to comply with this request in a timely manner may result in Company being legally obligated to report your inaction to the IRS.

6. Intellectual Property. As set forth in each Campaign Brief, Company may license the Content or commission the Content as a work for hire. If the Company licenses the Content, only Sections 6(a), 6(c), 6(d), 6(e) and 6(f) of this Section 6 apply. If the Company commissions the Content, Sections 6(b), 6(c), 6(d), 6(e) and 6(f) of this Section 6 apply.
 - a. *Grant of Rights.* Influencer hereby grants to Company and Clients an irrevocable, worldwide, royalty free, non-exclusive, perpetual license to i) use, publicly display, distribute, sub-license, modify, use in print, electronic, online or any other medium, and otherwise fully exploit, in whole or in part, any photographs, images, copy, video, postings, messages, materials or any modified version thereof supplied by you to Her Campus and/or Clients or otherwise posted or made publicly available by you that mentions Her Campus and/or Clients or discusses a Campaign (including on your website or in your posts on any website) (collectively, "Provided Content"), without further notice, approval or compensation to you or any third party. In addition, you irrevocably consent to and authorize the worldwide and perpetual use and reuse by Company's Clients in any and all media now known or hereafter developed of (i) use Influencer's name, likeness, appearance, signature, image, voice, screen name, social media handles, 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.
 - b. *Work for Hire.* 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.

- c. *Copyright.* Influencer warrants and represents that the Content (a) will be the Influencer's original expression if it is Content, (b) does not violate any copyright or proprietary or contract or personal rights of others, (c) contains nothing which invades the privacy of another person or which is libelous, unlawful, or obscene, and (d) does not contain any recipes, formulas, or instructions which would be injurious to a user if used or followed as set forth in the Content. The Influencer will indemnify, defend and hold harmless the Company, its employees, directors, parent company and licensees from all liability, loss, and expense (including reasonable attorneys' fees) arising out of any claim or demand alleging facts which, if true, would constitute a breach of these warranties or representations. If Influencer repeatedly infringes other people's intellectual property rights, the Company may remove Influencer from the consideration for future Campaigns and from any HCM Influencer Network in Company's sole and absolute discretion.
- d. *Ownership of Materials.* Influencer agrees that, as between you and the Company, any copyrights, materials, trademarks, trade names, logos, service marks and/or other indicia of the Company or Clients (collectively, the "Marks") and any materials provided to you by the Company or its Clients shall be owned exclusively by and shall inure solely to the benefit of the Company or Clients. The Influencer further agrees that he/she will not claim any right in or to the Marks or use or modify any Marks without the prior written approval of the Company or Clients in each instance.
- e. *Further Assistance; No Further Approval.* 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 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 agrees 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.

- f. *Limited License.* 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.
7. *Compliance with Laws.* Influencer agrees that you and all Provided Content will fully comply with all applicable laws, rules, regulations, and industry guidelines, including but not limited to, the Federal Trade Commission Guides Concerning the Use of Endorsements and Testimonials in Advertising, 16 CFR Part 255 (collectively, "Applicable Laws"), and will disclose in every communication that mentions Client, that you have received benefits from Client as described herein. Influencer will cooperate with Company and/or Clients in removing or modifying any inappropriate content relating to Client, its products, or the Campaign from your blog, website, social media pages and accounts, or any other media over which you have control.
8. *Confidentiality.* 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 ("Confidential Information") divulged to, or learned by, Influencer in connection with the Services or this Agreement including, but not limited to, new products, services, pricing, or initiatives 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.

9. Representations and Warranties. 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 rights of any person or entity, (v) all statements made by Influencer reflect your personal experience and honest opinions and belief; (vi) the Content will comply with all Applicable Laws and (vii) 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.
10. Acknowledgements. Influencer acknowledges that Company and Client may at any time and for any reason (a) modify, suspend, or terminate a Campaign, or Influencer's participation in it, (b) use, reject, or edit any Content in any way, including for use in any and all devices, media or modes of communication, whether now known or hereafter created, and (c) take action to remove or disable access to Content, including if such Content is inconsistent with this Agreement.
11. Indemnification. 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 "Covered Parties"), 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, "Liabilities"), 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. Company shall



have sole control over the defense and any settlement negotiation or compromise of any such claims. Influencer agrees that you will fully cooperate with Company in defending any such claims. This provision shall survive expiration or termination of the Agreement.

12. Release. Influencer, and Influencer's heirs, executors, administrators, employers, agents, representatives, insurers and attorneys (collectively, for the purposes of this Section, "Influencer") 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 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.

13. Term and Termination.

- a. *Term.* This Agreement is effective as of the day that you agree these terms (the "Effective Date") and will continue until terminated in accordance with this Section 13.
- b. *Termination.* Influencer may terminate this Agreement at any time only by doing all of the following: (i) providing thirty (30) days' prior written notice to your community manager, provided no Campaign Briefs extend beyond this date; (ii) removing any HCM Influencer Network badges or affiliations from personal blogs and social media platforms; (iii) leaving all associated influencer community Facebook groups; and (iv) unsubscribing from the influencer community newsletter. Company may terminate this Agreement for convenience at any time for any or no reason immediately upon written notice to Influencer. 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, and Influencer shall remove any HCM Influencer Network badges or affiliations from personal blogs and social media platforms within two (2) days.
- c. *Survival.* The rights and obligations which by their nature are intended to survive termination or expiration of this Agreement shall so survive.

14. Miscellaneous.

- a. *No Obligation.* Nothing in this Agreement shall constitute any obligation on the Company or the Client to make any use of the Content, utilize Influencer for any Campaign, or other rights provided in this Agreement
 - b. *Assignment.* Influencer may not assign, subcontract or otherwise delegate Influencer's obligations under this Agreement and any such purported assignment shall be null and void. This Agreement is binding upon your heirs, executors, administrators, and successors to any of your rights granted hereunder. Company may assign this Agreement, including any or all of its rights hereunder, at any time for any or no reason, without notice to Influencer.
 - c. *Notices.* 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.
15. *Limitation of Liability.* In no event will the Company or any Client be liable to Influencer for any lost profits, lost data, costs of procurement of substitute goods or services, or any form of special, incidental, indirect, consequential or punitive damages of any kind (whether or not foreseeable), whether based on breach of contract, tort (including negligence), product liability or otherwise, even if the Company or a Client is informed in advance of the possibility of such damages. The Company's and Clients' total liability under this Agreement is limited to the payments received by Influencer from the Company hereunder.
16. *Governing Law.* This Agreement shall be governed by and construed in accordance with Massachusetts law. Both parties hereby expressly consent to the personal jurisdiction of the state and federal courts located in Suffolk County, Massachusetts for any lawsuit filed there by either party arising from or related to this Agreement.
17. *Severability.* 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.
18. *Waiver.* 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, 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.



19. Entire Agreement. 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 be amended, modified, or terminated at any time, for any or no reason, subject to Company's sole and absolute discretion, without notice to Influencer.