

INFLUENCER AGREEMENT

This Influencer Agreement (the “**Agreement**”) is between influencer (“**Influencer**”) and Her Campus Media LLC (“**Her Campus Media**”) (each, a “**Party**”, and collectively, the “**Parties**”). Influencer agrees to provide services for a paid partnership program with the Her Campus Media brand client (the “**Brand**”) (respectively, the “**Program**”) identified in Influencer’s Program acceptance email sent by Her Campus Media and confirmed accepted by Influencer (“**Acceptance Email**”). This Agreement and Her Campus Media’s obligations hereunder are subject to Influencer’s acceptance into the Program as evidenced by the Acceptance Email (“**Conditions Precedent**”). Upon satisfaction of the Conditions Precedent, Influencer agree as follows:

1. **Services.** Influencer shall provide all services requested by Her Campus Media, and such services may include, without limitation, creating, posting, and promoting content, sampling or distributing product(s), hosting and attending activities and events, participating in surveys and focus groups, distributing affiliate links and codes, posting links in bio, and other services as may be described below, in the applicable Program brief (“**Brief**”), or in the Acceptance Email, (collectively, the “**Services**”), each of which may be updated upon written notice to Influencer (email to suffice). Influencer shall render the Services in a competent, conscientious, and professional manner to the best of Influencer’s ability and consistent with the highest industry standards, and at all times in accordance with the Acceptance Email, Brief, Code of Conduct, Guidelines, and Applicable Laws (as they are each defined in this Agreement) and any other documentation or directions that Her Campus Media may provide to Influencer.
 - a. **Content Creation Services.** Influencer will create, post, and promote content about Brand and its products and/or services and, if requested, will deliver all finalized and raw versions thereof to Her Campus Media (“**Raw Assets**”) (such finalized created content, which may be specific content required and set forth in the Brief or Acceptance Email, user-generated content assets, or activity content, and the Raw Assets, may be collectively referred to herein as the “**Content**”). Influencer will deliver the Content to Her Campus Media in accordance with the written timeline (the “**Timeline**”) provided in the Acceptance Email, Brief, or other communication. The Timeline is subject to change at any time in Her Campus Media’s sole discretion. Influencer will deliver, at minimum, a rough cut and a final cut of the Content in accordance with the Timeline. If requested by Her Campus Media, Influencer shall provide at least two (2) additional rounds of edits to the Content, or the number of rounds set forth in the Acceptance Email. Such edits shall be done in a timely manner and changes shall be made in accordance with Her Campus Media’s notes. Influencer agrees to cooperate with Her Campus Media’s normal editing process. If the Content does not comply with the terms of this Agreement, follow the Guidelines (defined below), or comply with Applicable Laws (defined below), then Her Campus Media may require Influencer to reshoot or edit the Content, the choice of which is to be determined by Her Campus Media in its sole discretion, at no additional cost to Brand or Her Campus Media. All Content is subject to Her Campus Media’s written approval prior to publication, and such approval shall not relieve Influencer of their obligations hereunder.
 - b. **Promotional Services.** Once approved for publication, Influencer will post, share, and distribute the Content on Influencer’s social and digital media accounts and handles provided by Influencer in the Influencer’s submitted Program application (“**Application**”), on designated platforms, and on dates and times as directed by Her Campus Media. Influencer will use provided tags and hashtags, and clearly and conspicuously disclose the paid partnership (including by using #BrandPartner, where Brand is filled in with the applicable Brand client in connection with the Program) or other Her Campus Media provided hashtag. Influencer will tag the Brand and any other designated party in the Content when posted. Content shall remain live on Influencer’s handles for the duration of the Organic Distribution Term (defined below). Influencer represents and warrants that Influencer has the rights in and to any social media accounts, monikers, or account handles used in connection with Influencer’s Services and will maintain a follower count of at least the amount provided by Influencer in the Application. Influencer covenants, represents, and warrants that the Influencer’s follower count will not decrease more than five percent (5%) during the Term of this Agreement. Influencer will notify Her Campus Media immediately if a decrease of five percent (5%) or more occurs. Influencer agrees to share any posting results or analytics related to the Program, including impressions and click-through rates, as requested by Her Campus Media. Influencer will provide all necessary ad authorizations and codes, as applicable.
 - c. **Other Services.** Influencer will perform all other Services as may be required by Her Campus Media, and may be set forth in the Acceptance Email or Brief. If requested by Her Campus Media, Influencer will attend and participate in Program calls throughout the Program (the “**Program Calls**”). The date and time of each Program Call will be provided to Influencer. Her Campus Media may require Influencer to submit photo or video evidence of completion and execution of activities completed in connection with the Services. Activities and events shall conform to Her Campus Media specifications and must be approved prior to execution.
 - d. **Exclusivity.** Influencer’s Services shall be rendered on an exclusive basis during the exclusivity period set out in the Acceptance Email (“**Exclusivity Period**”). During the Exclusivity Period, Influencer shall not publicly work with brands, categories, or products as specified in the Acceptance Email.
2. **Compensation.**
 - a. **Fee.** As full and complete consideration, provided that Influencer fully and satisfactorily completes all Services and obligations, and in exchange for the rights granted, Influencer will receive the all-inclusive, flat fee set forth in the Acceptance Email (“**Fee**”). Other than the Fee detailed in the Acceptance Email, Influencer understands and agrees that Influencer is not entitled to any additional compensation in connection with the Program. Influencer is solely responsible for any costs, taxes, or expenses Influencer incurs in providing the Services. Her Campus Media shall not be liable for any broker’s and/or agent’s fees and/or commissions in connection with this Agreement.
 - b. **Payment Terms.** Unless otherwise set forth in the Acceptance Email, the Fee shall be paid to Influencer upon the later of: (i) Influencer’s completion of Services; (ii) full execution of this Agreement; and (iii) Influencer’s registration and completion of all

required set-up steps with the applicable payment provider used by Her Campus Media (Influencer's use of such service is subject to the respective payment provider's terms of service). Payment of the Fee shall be made net 30 from the last day of the month Services are completed. All amounts paid by Her Campus Media are in USD and Influencer is responsible for any exchange or transaction fees.

3. **Term.** This Agreement is effective as of the date of the Acceptance Email and ends upon Influencer's satisfactory completion of Services (the "**Term**"), unless otherwise modified or terminated by Her Campus Media (email notification from Her Campus Media to suffice).

4. **Ownership and Grant of Rights.**

- a. **Content Ownership.** Subject to Sections 4 and 5, as between Influencer and the Her Campus Media Parties (defined below), Influencer shall own all right, title, and interest in the Content.
- b. **Content License and Permissions.** Influencer grants Her Campus Media and its licensees, assignees, and sponsors of the Program (including, without limitation, the Brand and if, applicable Brand's retail partners ("**Retailer(s)**") (collectively, the "**Her Campus Media Parties**") an exclusive, irrevocable, fully paid-up, royalty-free, license and right to use, reuse, share, edit, modify, translate, caption, distribute, publicly display, exhibit, exploit, perform, reproduce, republish, advertise, and promote the Content, organically in digital and social media and any other media specified in the Acceptance Email or Brief, worldwide, for a period of at least one (1) year, or other extended duration as set forth in the Acceptance Email or Brief, for each piece of Content commencing on the date the applicable Content goes live ("**Organic Distribution Term**") and in paid media, including in paid digital and social amplification, paid boosting, and paid ads in digital and social media and any other media specified in the Acceptance Email or Brief, worldwide, for a period of at least three (3) months, or other extended duration as set forth in the Acceptance Email or Brief, for each piece of Content commencing for such piece of Content upon use of the applicable piece of Content in paid media ("**Paid Media Distribution Term**") (the Organic Distribution Term and the Paid Media Distribution Term may be referred to collectively herein as the "**Distribution Term**"). The Her Campus Media Parties will not be required to remove any Content properly posted during the Distribution Term and such Content may remain posted in an archival capacity in perpetuity. For the avoidance of doubt, the Influencer shall solely exploit the Content created hereunder as set forth herein or as directed by Her Campus Media, and Influencer shall not use or license the Content to any other party, during or after the Term, without Her Campus Media's prior written approval. It is understood and agreed that any Content appearing in digital and social media may be retained, reposted, or otherwise used by third parties and may be available and accessible online through third party websites and/or social media; such usage shall not give rise to a claim against any party, including the Her Campus Media Parties, and the Her Campus Media Parties shall have no obligation to monitor, request, or require removal or cessation of any availability or accessibility to the Content. Further, Influencer grants Her Campus Media Parties a license to use, edit, modify, and distribute any publicly distributed Content and Influencer's Name and Likeness (defined below) as included therein, in surveys (including brand lift studies and content evaluation materials), case studies, promotional and professional materials, sizzle reels and pitch decks, social posts, and award submissions, worldwide, in perpetuity.
- c. **Name and Likeness.** Influencer grants to the Her Campus Media Parties, the irrevocable right to use Influencer's name, voice, actions, likeness, performance, tattoos, appearance, biographical material, and social media name or monikers (collectively, "**Name and Likeness**") as it appears in, is provided to, or used in connection with the production, distribution, exhibition, exploitation, advertising, publicity, promotion, and any other exploitation of the Content and Program as permitted in this Agreement. Her Campus Media may provide credit to Influencer in its sole discretion. Notwithstanding the foregoing, no Her Campus Media Party is under any obligation to use Influencer's Name and Likeness in connection with the Program or to distribute the Content.
- d. **Materials.** Influencer grants to the Her Campus Media Parties, the irrevocable right and license to use, reuse, display, perform, and exhibit any Influencer owned and created materials, including visual media, photographs, videos, paintings, drawings, t-shirts, or other artwork or materials (collectively, "**Materials**") as the Materials appear in the Content and solely in connection with the use of the Content as set forth in this Agreement.
- e. **Property.** Influencer grants the Her Campus Media Parties, a license to use and distribute Influencer's home or other filming locations (the "**Property**"), included in Influencer's Content (via Influencer self-capture), solely in connection with the use of the Content as set forth in this Agreement. If Influencer does not own the Property, Influencer represents and warrants that it has obtained all necessary permissions and consents from the owner. For clarity, the Property includes all names, addresses, and trademarks connected with or contained on the Property, and all visual media and other personal property and other contents present at the Property, each to the extent included in the Content.
- f. **Third-Party Rights and Clearances.** To the extent that Influencer does not control all rights to any element of or included in the Content, Influencer is required to obtain any permissions, documents, releases, or licenses, in form and substance satisfactory to Her Campus Media. Influencer represents and warrants that Influencer has obtained signed, 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 Her Campus Media Parties. If requested, Influencer will immediately provide all documentation to Her Campus Media upon request.
- g. **Focus Group Participation, Survey Responses, and Other Feedback.** To the extent a focus group is part of the Services, Influencer understands that any focus group will be recorded, note takers will be present, and the recording of the focus group and any notes/videos taken by the Her Campus Media Parties during the focus group may be used by the Her Campus Media Parties for any purpose, without restriction. Influencer agrees that any feedback, suggestions, ideas, or other information whether verbal, written, or recorded, including responses during the focus group, responses to survey questions and data derived therefrom, and Influencer testimonials, as well as Influencer's Name and Likeness as it appears in any videotaping or audiotaping or any other means resulting from the focus group or surveys (collectively, "**Feedback**"), shall become the sole property of the Her Campus

Media Parties. The Feedback provided by Influencer shall be deemed a work made for hire for Her Campus Media. In the event the Feedback is not deemed a work made for hire for Her Campus Media, Participant hereby irrevocably grants, sets over, and assigns to Her Campus Media through the universe, in all manner and media, exclusively and in perpetuity, free and clear of any and all claims, liens, and encumbrances, all right, title, and interest of every kind whatsoever, whether now known or unknown, in and to the Feedback and Her Campus Media is free to use the Feedback for any purposes whatsoever and without any remuneration or obligation to Influencer except as otherwise specifically set forth in this agreement. Influencer waives any rights that Influencer may have to the Feedback.

5. **Her Campus Media and Brand Trademarks and Content.** As between Influencer and Her Campus Media, any copyrights, materials, trademarks, trade names, logos, service marks and/or other indicia of Her Campus Media (collectively, “**Her Campus Media Marks**”) and Her Campus Media materials will remain the exclusive property of Her Campus Media and shall inure solely to the benefit of Her Campus Media. As between Influencer and Brand, any copyrights, materials, trademarks, trade names, logos, service marks and/or other indicia of the Brand (collectively, the “**Brand Marks**”) (Her Campus Media Marks and Brand Marks may be collectively referred to herein as the “**Marks**”) and Brand materials (including, but not limited to, claims, packaging, advertising content, photographs) will remain property of the Brand and shall inure solely to the benefit of Brand. Influencer further agrees that Influencer will not claim any right in or to the Marks or use or modify any Marks without the prior written approval of Her Campus Media in each instance.
6. **Code of Conduct.** In connection with the Services provided by Influencer, Influencer agrees to comply with the following:
- a. State Influencer’s honest views regarding Brand’s products, which must reflect Influencer’s actual experience, opinions, and beliefs based upon Influencer’s use of the products. Influencer will notify Her Campus Media if Influencer’s opinion or beliefs about the products change at any time.
 - b. Make clear that Influencer’s comments are solely Influencer’s and not those of Her Campus Media or the Brand.
 - c. For each Influencer online post required as part of the Services, Influencer agrees not to tag, caption, mention, and/or otherwise include in such Influencer online post any competitive products or any brand names, trademarks, logos, or intellectual property from any third party without the written clearance agreement to do so, as may be further described in the Guidelines.
 - d. Clearly and conspicuously disclose Influencer’s connection with Brand in all Content and related posts and any time Influencer makes a public statement about Brand, its products, or services.
 - i. Clear and conspicuous disclosure means the disclosure is difficult to miss and easily understood by an ordinary consumer.
 - ii. The written disclosure (i.e., #BrandAd, #BrandSponsored, #BrandPartner) must appear superimposed on the Content and provided in the text below the Content above the fold.
 - iii. If the endorsement is made verbally, then the disclosure must also be provided verbally (i.e., “This video is made in paid partnership with Brand” or “I partnered with Brand on this post”).
 - iv. This obligation may continue beyond the Term in order to comply with Applicable Laws.
 - e. For social media posts that promote a sweepstakes or contest:
 - i. The post will include a link to the official rules within the post.
 - ii. Sweepstakes or contests announced during a video will include a link to the official rules within the first two sentences of sweepstakes/contest promotional copy.
 - iii. Influencer will use the hashtag(s) referenced in paragraph (d) above and include #BrandSweepstakes, #BrandContest, or #BrandGiveaway as directed by Her Campus Media.
 - iv. Disclosures must be clear and conspicuous.
 - f. If Influencer is late with any deliverables or is unresponsive, Influencer may be dropped from the Program and ineligible to receive any portion of the Fee. If Influencer is dropped from one (1) program, Influencer may be ineligible for campaigns for ninety (90) days, in the sole and absolute discretion of the Her Campus Media. If Influencer is dropped from two (2) programs in a ninety (90) day period, Influencer will be ineligible for campaigns for six (6) months. If Influencer is dropped from three (3) programs in six (6) months, Influencer will be ineligible for campaigns for one (1) year.
 - g. If Influencer receives a product and fails to complete all Services, Influencer will be responsible, at their sole and absolute expense, to send back to Her Campus Media all received products.
 - h. Influencer consents to a background check, and Influencer agrees to fully cooperate with these procedures.
 - i. If before, during, or after the Term Influencer (a) engages in any discrimination, harassment, or other mistreatment of any individual, (b) fails to conduct themselves with due regard to public conventions and morals, commits any act of moral turpitude, or commits any act that may degrade Her Campus Media or Brand in society or may bring Her Campus Media or Brand into public hatred, contempt, scorn or ridicule, or (c) breaches any of the terms and conditions in this Agreement, in addition to any other remedies available to Her Campus Media at law or in equity, Influencer will, at Her Campus Media’s request, (y) refund any payments made for the Content or Services and (z) immediately remove all Content from all media and cease further publication.
7. **No Product Sample Resale.** Any product samples provided to Influencer are solely for Influencer’s personal use and, if applicable, the limited free distribution by Influencer as set forth in the Brief. Influencer shall not sell or distribute any product samples, nor will Influencer permit others to do so on Influencer’s behalf, whether or not for a fee, to any other party except as specifically permitted under this Agreement. This is a material provision of this Agreement and a breach hereof may result in immediate termination of this Agreement, Influencer’s ineligibility for any future Her Campus Media opportunities whatsoever, and Her Campus Media seeking all legal rights and remedies available, including disgorgement of funds received by Influencer and injunctive relief.

8. **Compliance with Guidelines, Laws, and Policies; Corrective Action.** Influencer shall comply with all Her Campus Media and Brand guidelines, best practices (at Exhibit A), disclosure guidelines and requirements, the Brief, and the Acceptance Email (collectively, the “**Guidelines**”), all of which are hereby incorporated and made part of this Agreement by reference. Influencer agrees to fully comply with applicable laws, rules, regulations, social media and platform website terms of use or posting guidelines, and industry guidelines, including but not limited to, privacy laws, the Federal Trade Commission Guides Concerning the Use of Endorsements and Testimonials in Advertising, 16 CFR Part 255, any student-athlete specific name, image, and likeness rules or regulations (“**NIL Rules**”) which may be applicable to Influencer by reason of their college or university athletic involvement, and any National College Athletic Association (“**NCAA**”) rules or regulations that may be applicable to Influencer by reason of their college or university athletic involvement, the U.S Foreign Corrupt Practices Act 1977, the Bribery Act 2010, the Modern Slavery Act 2015, the Criminal Finances Act 2017, and all other applicable laws (collectively, “**Applicable Laws**”). Influencer shall clearly and conspicuously disclose in every communication that mentions Brand, its products, and/or services, that Influencer has a material connection and received benefits from Brand. If Influencer fails to disclose, Influencer will take any corrective action necessary, as determined by Her Campus Media, which may include removing and reposting with appropriate disclosures, deleting the post in its entirety, creating new content, or any other action as directed by Her Campus Media. Her Campus Media may also request at any time for any reason that Influencer remove all Content from all media and cease further publication, and Influencer shall immediately comply. Influencer understands, acknowledges, and agrees that Influencer is solely and completely responsible for compliance with NCAA and college or university NIL Rules and it is Influencer’s duty to notify Her Campus Media if any requirement of the Program is in conflict therewith. In the event Influencer does not notify Her Campus Media of the foregoing or fails to take any action required by the NCAA or college or university NIL Rules that result in adverse action against Influencer, neither Her Campus Media nor Brand shall have any responsibility or liability in connection therewith.
9. **Representations and Warranties; Indemnification.** Influencer represents, warrants, and covenants that: (a) Influencer is 18 years of age or older, and has the full power and authority to enter into this Agreement, and neither this Agreement nor Influencer’s activity hereunder conflicts with any other existing obligation; (b) Influencer owns or has obtained all necessary rights and permissions to make the Content, including all Materials and elements included therein, available for the Her Campus Media Parties use and to grant the rights and licenses in this Agreement; (c) the Content does not contain any scandalous, libelous, or unlawful material, or infringe upon any third party’s intellectual or other proprietary rights, such as the copyrights, trademarks, or rights of privacy and publicity; (d) all statements made by Influencer about the Brand and its products or services reflect Influencer’s personal experience and honest opinions and belief; (e) the Services comply with all Guidelines and all Applicable Laws; (f) the Content is original to Influencer and is not subject to any litigation nor any threat of litigation; (g) Influencer has not used any technology system, tool and/or software (or combination of systems, tools or software) that has been trained on datasets and uses artificial intelligence algorithms to generate creative material consisting of text, images, audio, or video (or any combination thereof) in the creation of the Content or performance of the Services; (h) Influencer will perform the Services in good faith and to the best of Influencer’s ability and will comply with Her Campus Media’s directions, requests, rules, and regulations; (i) Influencer will not assign or transfer any rights or obligations under this Agreement; (j) Influencer has not made any agreement that will or might conflict with or impair the Her Campus Media Parties’ rights and privileges hereunder; (k) all statements and promises made by Influencer under this Agreement are true and correct; and (l) Influencer will comply with any rules placed upon Influencer by the NCAA or Influencer’s college or university for participation in the Program. Influencer shall indemnify and hold harmless Her Campus Media and Brand, and each of their respective affiliates, licensees, and assignees, and each of their directors, successors, officers, agents, licensees, assignees, and employees (“**Indemnitees**”) from and against any and all loss, liability, damage, obligations, claims, costs, and expense (including attorneys’ fees and costs) (collectively, “**Claims**”) arising out of or in connection with: (i) the Content; (ii) Influencer’s misconduct or their negligent or intentional acts or omissions; (iii) breach of this Agreement, including any representations, warranties, promises, or obligations set forth herein; or (iv) Influencer’s performance of this Agreement.
10. **Confidentiality.** Influencer will keep confidential all non-public matters relating to the Program, the Content, the Brief, the Acceptance Email, this Agreement, Her Campus Media and Brand’s information, business activities, or any information disclosed to or learned by Influencer by reason of this Agreement, and Influencer will not furnish or authorize the dissemination of any information or publicity of any form relating to this Agreement, the Program, Influencer’s Services, Her Campus Media, or Brand. Unless directed otherwise by Her Campus Media, this Program and any product samples Influencer receives in connection herewith are strictly confidential and any and all information relating to the Program and any product samples may not be shared until Influencers receives Her Campus Media’s prior written consent. Influencer is prohibited from posting any Content until Influencer has been notified by Her Campus Media in writing that Influencer may do so. Failure to comply with this provision is a material breach of the Agreement that cannot be cured.
11. **Independent Contractor.** Influencer’s relationship with Her Campus Media and Brand is that of an independent contractor, and nothing contained in this Agreement shall be construed as establishing an employer and employee, principal, and agent, joint-venturers, partners, or any similar relationship between Influencer and Her Campus Media or Brand. Accordingly, Influencer shall not be: (i) entitled to participate in any of Her Campus Media nor Brand’s benefit plans; (ii) covered by Her Campus Media nor Brand’s health insurance or worker’s compensation policies; or (iii) entitled to any unemployment benefits if the Services are terminated.
12. **Remedies.** The rights and remedies of Influencer in the event of a breach of this Agreement by Her Campus Media will be limited to Influencer’s right to recover monetary damages, if any, in an action at law, and in no event will Influencer be entitled to terminate or rescind this Agreement of any of the rights granted hereunder, or to enjoin or restrain the distribution or other exploitation of the Content. Influencer irrevocably waives any right to equitable or injunctive relief. It is mutually agreed that Influencer’s Services are

special, unique, unusual, extraordinary, and of an intellectual character giving them peculiar value, the loss of which may not be adequately compensated in damages in an action at law and in the event of a breach by Influencer, Her Campus Media will be entitled to seek equitable relief by injunction or otherwise, without posting bond.

- 13. Termination; Opportunity to Cure.** This Agreement may be terminated by Her Campus Media, in whole or in part, at any time for any reason or no reason. Upon termination, unless terminated for cause, Her Campus Media is only liable to pay for Services actually performed prior to termination. If Her Campus Media terminates this Agreement for cause, including, without limitation, Influencer's failure to timely or satisfactorily render Services, or Influencer's breach of any promise, representation, warranty, or obligation set forth in this Agreement, Influencer shall promptly repay to Her Campus Media any portion of the Fee previously paid to Influencer and Her Campus Media shall not have any further obligations to Influencer. No action or omission of Her Campus Media hereunder constitutes a breach or default of this Agreement unless Influencer first notifies Her Campus Media in writing, setting forth the alleged default, and Her Campus Media does not cure the same within fifteen (15) business days after receipt of such notice.
- 14. Release.** Influencer and Influencer's representatives, heirs, successors, and assigns hereby absolutely, unconditionally, and forever hold harmless, release, discharge, and covenant not to sue Indemnitees from all claims, demands, causes of action, damages, liabilities, costs, and obligations whatsoever, whether known or unknown, including claims for defamation, negligence, tort, damage to a person or property, false light, copyright infringement, invasion of privacy, the right of publicity, and any and all injuries (including bodily harm or death), arising directly or indirectly out of or in connection with: (i) the use of Influencer's Name and Likeness or the Content; (ii) any material furnished or words spoken by Influencer in connection with Influencer's Services; and (iii) Influencer's participation in the activities in and in connection with the Program. If Influencer resides in California, Influencer agrees to the following: EXPRESS WAIVER OF CAL. CIV. CODE SECTION 1542: I acknowledge that there is a possibility that subsequent to the execution of this Agreement, I will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed, and which if known by me at that time may have materially affected my decision to execute this Agreement. I acknowledge and agree that by reason of this Agreement, and the release contained herein, I am assuming any risk of such unknown and unsuspected claims. I have been advised of the existence of Section 1542 of the California Civil Code, which provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. Notwithstanding such provisions, the release(s) contained herein shall constitute a full release in accordance with its terms. Influencer knowingly and voluntarily waives the provisions of Section 1542, as well as any other statute, law, or rule of similar effect of any jurisdiction throughout the world, and acknowledges and agrees that this waiver is an essential and material term of this Agreement, without such waiver, Her Campus Media would not have accepted this Agreement, or Influencer's participation in the Program.
- 15. Additional Documentation.** Influencer will execute any documents and perform any acts consistent herewith as may be reasonably required by Her Campus Media Parties to evidence or effectuate the rights granted in this Agreement. If Influencer fails to promptly do so, Influencer hereby appoints Her Campus Media as Influencer's attorney-in-fact (it being understood that such appointment is irrevocable and coupled with interest) with full power of substitution and delegation.
- 16. Miscellaneous.**
- a. **Force Majeure.** In the event that either party is unable to perform its obligations under this Agreement due an event beyond the reasonable control of the Parties, including acts of God, natural disasters, war, terrorism, civil unrest, labor strikes, pandemics, or governmental actions ("**Force Majeure Event**"), the affected party (the "**Affected Party**") shall be excused from such performance for the duration of the Force Majeure Event. The Affected Party must promptly notify the other party in writing of the occurrence and expected duration of the Force Majeure event and shall make reasonable efforts to mitigate its impact. Performance shall resume as soon as practicable after the event ends. If the Force Majeure Event continues for more than three (3) days, Her Campus Media may terminate the Agreement. Each party shall bear its own costs arising from the Force Majeure Event.
 - b. **No Waiver.** No waiver of a breach of any term or condition of this Agreement shall constitute a waiver of, or consent to, any subsequent breach of the same or any other term or condition of this Agreement.
 - c. **Assignment.** This Agreement shall inure to the benefit of the Parties and their respective successors, licensees and assigns, except that Influencer's obligations hereunder may not be delegated and Influencer may not assign or transfer any of Influencer's rights or obligations without Her Campus Media's prior written approval.
 - d. **Choice of Law.** This Agreement shall be governed by and construed in accordance with Massachusetts law, without giving effect to any conflict-of-law principles. Venue is proper for any disputes arising out of or resulting from this Agreement exclusively in Suffolk County, Massachusetts and the Parties hereby expressly consent to the personal jurisdiction of the state and federal courts located in Suffolk County, Massachusetts.
 - e. **Survival.** Sections 1(b), 1(d), 4 through 12, and 14 through 16 shall survive the expiration or termination of this Agreement.
 - f. **Notices.** Any notice required or permitted by this Agreement shall be in writing and 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; (iii) by electronic communication, on the next business day after being sent as recorded by sender; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth herein or such other address as either Party may specify in writing.

- g. Incorporation by Reference.** This Agreement incorporates by reference all terms and conditions posted at Her Campus Media’s website or agreed to by Influencer upon registration with Her Campus Media, including the Her Campus Media Privacy Policy and Terms of Use (collectively, the “**Website Terms**”). To the extent that any of the Website Terms conflict with this Agreement, this Agreement will control solely with respect to Influencer’s Services hereunder and to the extent of the conflict.
- h. Entire Agreement.** This Agreement together with all items incorporated by reference and the Exhibits is the entire agreement of the parties and supersedes all other agreements and understandings of the Parties, whether written or oral.

EXHIBIT A

Branded Content Best Practices for Influencers

This document is not legal advice. As always, we recommend that you engage with your independent legal counsel to determine if the content you create and submit to Her Campus Media (the “Content”) abides by law and is clear for use. You represent and warrant that the Content will not infringe any rights.

Overall

- ✓ Do not capture any third-party content or materials (“**Third Party Materials**”) in the Content to which you do not personally own the rights (photographs, videos, logos, branding, signage, music, musical lyrics, etc.)
- ✓ All permissions received must grant the unrestricted right to use Third Party Materials in accordance with the rights you grant to Her Campus Media in the Agreement. Her Campus Media may have preferred release forms for you to use. Please let your Her Campus Media point of contact know if you plan to use Third Party Materials that require permissions and we can provide preferred release forms.

People

People on-screen:

- ✓ Everyone appearing in the Content, even in the background, by voice, or in photos/videos, must sign an appearance release. For example, if you have roommates that are in the background of the Content or can be heard speaking off camera, they need to sign a release. Minors must have a parent or legal guardian’s signature on the appearance release.

Celebrities:

- ✓ Do not include any celebrity references, including using celebrity names, images, distinctive features, voices, or any other reference.

Negative statements about people, entities, or industries:

- ✓ Don’t make statements that aren’t fact based.
- ✓ Avoid making an opinion seem like a fact.
- ✓ You are responsible for substantiating any negative statement you include in the Content and any repercussions of such statement.

Music

Library and Social Media Platform Music:

- ✓ Music included in the Content is properly licensed from an appropriate Her Campus Media provided or approved library. You may not enter into any license on behalf of Her Campus Media. Music must be royalty-free and licensed for commercial use.
- ✓ Music used from social media platforms is pulled from the particular social media platform’s “Commercial Library”.
 - o The music pulled from one platform may not be taken off platform or used on a different platform.
 - For example, if you create a TikTok using music from TikTok’s commercial library, that same music cannot be used in the Instagram post unless it is also offered in Instagram’s commercial library.

Background Music:

- ✓ The Content does not include any unlicensed background music (e.g., walking through a mall and music is playing on their speakers).

Visual Artwork

Artwork:

- ✓ Any visible artwork must be removed. This includes artwork and logos on clothing. You can get an exception if you have received signed, written permission to include it in the Program.

Fonts:

- ✓ Fonts used in the Content are created by you or properly licensed. If you are pulling fonts from font libraries or other locations, the license must grant a commercial use right and be royalty-free. You may not enter into any license on behalf of Her Campus Media.

Social Media User Posts and Choreography:

- ✓ If using a social media post in content, you must get permission from the original user in writing.
- ✓ Avoid replicating or reproducing popular choreography that may be subject to copyright protection.

Logos, Slogans, and Products

- ✓ Except for a brand partner’s logo that Her Campus Media has provided you permission to use in the Content, do not use any third-party logos or slogans in the Content. For instance, the Apple logo on the computer or a Starbucks branded coffee mug.
- ✓ Unless Her Campus Media has specifically provided you with a claim about our brand partner to include in the Content, do not make any claims requiring substantiation about our brand partner’s product or service.
- ✓ Use generic shaped items that do not look like products or packaging that has distinct looks, shapes, and colors.
 - o For instance, a classic Coca-Cola glass bottle, the Tiffany little blue box, and Christian Louboutin red soled shoes are all protected by trademark law.

Locations

- ✓ You must receive signed, written permission from the owners of the location you are filming. Do not enter any private property without obtaining permission from the owner.
- ✓ Avoid capturing signage from locations other than the one you received permission to film.
 - o For example, a copy of a CVS sign on the building in the background of the Content.
- ✓ Avoid capturing any distinctive or landmark-type building in the content.
 - o For example, the Space Needle, Empire State Building, etc.
- ✓ Ensure that any necessary filming permits are obtained. It is not always required to have a filming permit and is based on the requirements of the specific city/municipality.
- ✓ Avoid capturing license plates when filming on the street.

FAQs

What steps should I take to make sure I am thinking about getting the correct permissions?

1. Identify what materials or content is owned by a third party. Think about this early and often to avoid incorporating something in the Content that requires permission.
2. Determine what permissions may be needed and from whom.
3. Obtain appropriate signed, written permissions.
4. Keep permissions on file so that they can be audited or referenced in the future.