

INDEPENDENT CONTRACTOR/CONSULTING AGREEMENT

This independent contractor/consulting agreement (the “**Agreement**”) is made and entered into as of _____ (“**Effective Date**”), by and between _____ (the “**Company**”), and _____ (the “**Contractor**”).

1. **Contractor’s Services.**

(i) Contractor’s Duties. During the Term (defined below), Contractor shall serve as _____ of the Company, providing services to the Company and/or its related companies including but not limited to:

- _____

(the “**Services**”). Contractor understands that the scope of the Services and terms of this Agreement may be further modified, supplemented, or superseded by additional documentation appended to the end of this Agreement, included in Exhibit B of this Agreement, if applicable.

(ii) Manner and Location. Contractor shall perform the Services at a location at their discretion. Contractor shall have the right to perform the Services in such manner as Contractor deems appropriate so long as all performance deadlines established by the Company are timely and accurately satisfied. Company shall provide Contractor with product, as applicable, in order to perform the Services. Contractor may provide services to other entities or persons during Contractor’s engagement with the Company.

2. **Compensation.**

(i) Contractor Compensation: As full and complete consideration for the Services provided herein by Contractor, and on the condition that Contractor fully and faithfully performs the Services outlined above, duties and obligations required to be performed hereunder, and that Contractor is not in breach hereunder, the Company shall pay Contractor \$____/___ during the Term (as defined below) (“**Fees**”). Fees shall be payable to Contractor in monthly payments within three business days.

(ii) Expenses: Unless otherwise agreed in writing by Company, Contractor shall not be reimbursed for any expenses incurred in connection with provision of the Services.

3. **Term and Termination.**

(i) Term. This Agreement shall commence on _____ and shall continue until December 31, 2023 (the “**Term**”) unless terminated earlier by the Company or Contractor as described below. The Company has the option to extend the Term for weekly periods after the Term, contingent upon mutual agreement between Contractor and Company. The Company shall inform Contractor of its decision to extend the Term prior to the expiration of the Term.

(ii) Termination. The Company or Contractor may terminate this Agreement and Contractor's Services hereunder at any time, without reason or cause, upon written notice.

Should this Agreement be terminated for convenience or a non-material breach, Contractor shall be compensation shall be limited to the Fees due and payable during the current monthly pay period. Contractor shall return the entirety of all Fees if Contractor terminates this Agreement for any material breach or omission on the part of the Contractor prior to completion of the Term

Company may terminate this Agreement immediately if Contractor breaches the terms of this Agreement, or if Contractor has committed, commits, is accused of, is reported to have done, or is arrested for any act: (a) that is or shall be an offense involving moral turpitude under Federal, state or local laws, (b) brings Company into public disrepute, contempt, embarrassment, scandal or ridicule, as reasonably determined by Company, or (c) that is reasonably likely to injure the success of and/or damage the reputation of Company, or reduce the commercial value of Contractor's association with Company, as reasonably determined by Company. No further payment will be made on or after such date. For clarity, Contractor's failure to make disclosures in the manner set forth in the FTC Guides and/or as instructed by Company shall be deemed a material breach of this Agreement that is not capable of cure. In the event of a termination under this paragraph, subject to applicable law, any Fees paid to Contractor for Services not yet rendered and to the extent already received by Contractor will be immediately due back to Company

Upon termination of the Agreement for any reason, Contractor will promptly deliver to Company all work, tangible deliverables, or materials of any kind created by Contractor, alone or jointly with others, exclusively for Company in connection with the Services ("**Deliverables**") in Contractor's possession or control as of the date of termination, and Company will have all rights under the Agreement in such work or Deliverables regardless of the stage of completion.

4. Independent Contractor Status.

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. In no circumstance shall Contractor, Contractor's employees or subcontractors look to the Company as its employer, or as a partner, an agent, or a principal. Contractor, consistent with Contractor's independent contractor status, shall not be entitled to any benefits accorded to the Company's employees, including, but not limited to, workers' compensation, unemployment benefits or life, health, or disability insurance, or retirement benefits. Contractor shall be responsible for providing, at Contractor's expense and in Contractor's name any and all licenses, permits, or insurance which is usual or necessary for performing the Services. Contractor shall file all tax returns, tax declarations and tax schedules as necessary and when due, and pay, when and as due, any and all payroll, income or other taxes incurred as a result of Contractor's compensation. The Company will not withhold any employment taxes from compensation it pays Contractor. Rather, the Company will report the amount it pays Contractor on IRS Forms 1099, to the extent required to do so under

applicable Internal Revenue Code provisions and state or local law. Contractor's exclusion from benefit programs maintained by the Company is a material component of the terms of compensation negotiated by the parties.

5. Intellectual Property.

(i) Deliverables. Contractor hereby agrees that the Deliverables and all intellectual property rights therein is, to the maximum extent permitted by law, the property of Company. Contractor hereby assigns and transfers and agrees to assign and transfer all intellectual property rights and other ownership rights in the Deliverables to Company. Contractor agrees to cooperate with and assist Company to apply for, and to execute any applications and/or assignments to obtain, any patent, copyright, trademark or other legal protection for Deliverables in Company's name as reasonably requested by Company.

(ii) Background IP. Contractor retains ownership of any tangible deliverables or materials and all intellectual property rights therein that are not Deliverables, including any items owned by Contractor or its licensors prior to the date of the Services or which are developed independently by Contractor outside the scope of the applicable Services, (collectively, the "**Background IP**"). Contractor hereby grants to Company a non-exclusive, royalty-free, fully paid, perpetual, irrevocable, worldwide right and license, under and to the Background IP incorporated in or otherwise necessary to use the Deliverables. In addition, Contractor grants Company all necessary consents and permissions to use Contractor's name, likeness, voice, signature, Social Media handles and other identifying characteristics ("**Likeness**") on a non- exclusive, royalty-free, fully paid, perpetual, irrevocable worldwide basis in connection with the Deliverables.

6. Confidential Information.

Contractor understands that it will have access to the Company's technical or business information, the nature of which would reasonably be expected to be proprietary or confidential ("**Company Confidential Information**"), that said Company Confidential Information is valuable to the Company, and that the unauthorized release of such information would cause serious damage to the Company.

7. Return of Materials.

Upon the termination of this Agreement, the expiration of the Term, or at any time the Company so requests, (a) Contractor shall return immediately to the Company all materials (in written, electronic, or other form) containing or constituting Company Confidential Information or related to the Services, including any copies, reproductions, or other images, and (b) Contractor shall not use Company Confidential Information in any way for any purpose

8. Publicity.

Contractor shall acquire no right under this Agreement to use, and shall not use, the Company name, or any derivation of the Company name (either alone or in conjunction with or as a part of any other work or name) or the name of any of the Company's parents, subsidiaries, or affiliated companies ("Company Entities"), in any of Contractor's advertising, publicity or promotions, to express or imply any endorsement by the Company of their Services, or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited), unless written approval is obtained from the Company prior to such usage. Such approval shall be subject to the Company's sole discretion.

9. **Social Media.**

(i) Consent. Contractor is prohibited from posting on any form of social media any Company Confidential Information or job-related content including Deliverables, and such information about the Company Entities or any of the Company Entities' current, former, or potential employees, partners, suppliers, vendors, licensors, or other business relationships. This prohibition applies to all forms of social media including, but not limited to: blogs, Facebook, Twitter, LinkedIn, YouTube, Tumblr, and Instagram ("**Social Media**"). Content regarding the Company Entities that is truthful, accurate and respectful may be posted if it is approved in advance, in writing, by the Company in each and every instance. Contractor should not represent that Contractor is in any way speaking on behalf of the Company Entities unless authorized to do so by Company in writing.

(ii) Whitelisting. To the extent the Deliverables include posts on Contractor's Social Media, Company shall have the right to "whitelist" and/or boost the Deliverables and to amplify and promote the Deliverables via paid media, including via sponsored/promoted/paid posts. Contractor hereby agrees to provide Company with any applicable permissions that it needs to do so in accordance with the Agreement with respect to such Social Media posts. For the avoidance of doubt, Company shall not be required to delete, "scrub" or otherwise take down content included in Deliverables that remains on Company or any third-party owned and operated Social Media after the expiration of the Term.

10. **Background Check.**

Subject to applicable law, Contractor's engagement with the Company may be contingent upon the successful completion of a background check (to which Contractor consents and for which Contractor will execute and/or provide any necessary consent forms).

11. **Contractor's Obligations; Indemnification.**

(i) Contractor's Obligations. Contractor represents, warrants, covenants, and agrees that

(a) Contractor has the capacity and full power and authority to enter into this Agreement and that Contractor;

(b) Contractor's employees and subcontractors (if any) have the qualifications and ability to perform the Services in a professional manner;

(c) Contractor has all licenses and permits necessary for performing the Services;

(d) Any work created by Contractor is original and neither the work nor any action undertaken by Contractor herein shall violate the rights of any third party;

(e) Contractor will comply with all applicable federal, state and local laws and regulations in force during the Term, and all materials created or utilized by Contractor, including the Deliverables, hereunder shall likewise be in compliance with such laws and regulations;

(f) the Deliverables do not and will not infringe any patent, copyright, trademark, publicity, privacy, or other proprietary rights ("**Intellectual Property Rights**") of any other person or entity;

(g) Contractor does not have any conflict or commitment that would impair the Services or rights granted;

(h) Contractor will not make any false, or misleading representations or statements with regard to Company or Company's products during the Term;

(i) The Deliverables will not contain any obscene, indecent, inappropriate, hateful, tortious, defamatory, slanderous or libelous material;

(j) The Deliverables will not be sexually explicit or suggestive, profane or pornographic, violent or derogatory of any ethnic racial, gender, religious, professional or age group;

(k) The Deliverables shall not promote alcohol, illegal drugs, tobacco, firearms/weapons (or any use of the foregoing), any activities that may appear unsafe or dangerous, or any political Company or message;

(l) If Contractor is employed by, works for, or provides content to, any means of mass communication, such as newspapers, magazines, radio, television or the Internet (collectively, the “**Media**”), then Contractor will not speak about or refer to Company’s products, directly or indirectly, in such capacity through the Media, without disclosing that Contractor has been or is being compensated by Company; the form of any such disclosure shall be mutually agreed upon by the Company and Contractor, and shall in each instance be clear, conspicuous, and in close proximity to the initial statement;

(m) Contractor will comply with all federal laws, including but not limited to, the FTC’s Endorsement Guides and Federal Trade Commission Act, (the “**Endorsement Guides**”), and the FTC guidelines regarding Native Advertising: A Guide for Businesses (the “**Native Guides**” and together with the Endorsement Guides, the “**FTC Guides**”) and all related policy statements, FAQs, and other enforcement guidelines and statements by the FTC, as well as any applicable Facebook, Twitter, Pinterest, Instagram or other social networking site’s policies and procedures;

(n) Contractor is not a member of any guild, union or similar organization such that the use of the Deliverables and Likeness as contemplated hereunder shall trigger any guild, union or third party payments or other obligations;

(o) in the event that Contractor is considered, by all broadest definitions, to be an athlete, Contractor agrees that they are in compliance with any applicable local, state or university specific policies or laws that may affect them; and

(p) Contractor will not (A) use any script, programmed, mechanical, click fraud, botnets, impression ladderups, robotic, macro, automatic, programmed or other automated means to increase engagement, likes, views, impressions, followers, or other performance metrics (“**Engagement Metrics**”) in the Deliverables, (B) pay or otherwise engage a third party to affect Engagement Metrics, or (C) collaborate with other individuals or groups to affect Engagement Metrics, utilizing paid media amplification without Company’s prior written consent.

(ii) Indemnification. Contractor shall indemnify, defend, and hold harmless the Company, and all the Company Entities, and their respective officers, directors, employees, shareholders, and representatives, from and against any and all claims, demands, causes of action, charges, damages, costs, expenses (including, without limitation, attorneys' fees and disbursements), judgments, penalties, claims, liabilities, or losses of any kind or nature whatsoever arising out of or in connection with any third party claim or proceeding related to (a) Contractor's breach of the representations or warranties under this Agreement or the NDA; (b) including any third-party's claim that the Deliverables infringe on that third parties Intellectual Property Rights; and (c) any breach or failure, and the resulting tax ramifications thereof, of Contractor, to comply with or otherwise satisfy the requirements of being an independent contractor as described under this Paragraph 4.

12. Amendments and Waivers.

This Agreement may not be amended, once it is executed, except by an instrument in writing, signed by each of the parties. This agreement may be appended with additional documents such as NDAs, content briefs or other supplemental documents. Any supplemental, appended documents shall in no way amend or supersede this agreement. No failure to exercise and no delay in exercising any right under this Agreement shall operate as a waiver thereof.

13. Entire Agreement.

The parties agree that all agreements and understanding between the parties concerning the subject matter of this Agreement are embodied in this Agreement. This Agreement shall supersede all prior or contemporaneous agreements and understandings between the parties, whether written or oral, express or implied, pertaining in any manner to the engagement of Contractor, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. Unless specifically set forth in this Agreement, no representations, warranties, or covenants have been made or agreed to by the Company, and no agent of the Company has been authorized to make or agree to any such representations, warranties, or covenants.

14. Assignment.

Contractor acknowledges and agree that neither this Agreement nor any right hereunder nor interest herein may be assigned or transferred by Contractor without the express written consent of the Company in its absolute discretion. The Company shall have the right to assign this Agreement and/or any of its rights or obligations set forth herein.

15. Severability.

If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, such provision shall be enforced to the greatest extent permitted by law, and the remainder of this Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

16. Governing Law.

This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof unless a supplemental form is appended to this agreement. This Agreement cannot be modified without an instrument in writing signed by both parties, and shall be governed by and interpreted in accordance with the laws of the State of New York applicable to agreements entered into and wholly performed in said State, without regard to any conflict of laws principles. The Company and Contractor hereby agree that the exclusive and sole jurisdiction and venue for any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be in the state or federal courts located in the State and County of New York.

17. Interpretation.

This Agreement shall, be construed as a whole, according to its fair meaning, and not in favor of or against any party. Captions and headings are used for reference purposes only and should be ignored in the interpretation of the Agreement.

18. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

19. Survival.

The obligations contained in Paragraphs 4 through 11, 14, and 16 shall survive the termination of this Agreement or the expiration of the Term and shall remain in full force and effect indefinitely.

CONTRACTOR ACKNOWLEDGES THAT HE/SHE HAS HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL IN REGARD TO THIS AGREEMENT, HAS READ AND UNDERSTANDS THIS AGREEMENT, IS FULLY AWARE OF ITS LEGAL EFFECT, AND HAS ENTERED INTO IT FREELY AND VOLUNTARILY AND NOT ON ANY REPRESENTATIONS OF PROMISES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

The parties have duly executed this Agreement as of the date first written above.