

SCHEDULE 7
FORM INFLUENCER CONTRACT

Project Term Sheet

_____ (“Agency”) on behalf of [insert Client entity with which you are engaged (e.g. Hasbro, Inc. or Entertainment One UK Limited, and affiliates)] and _____ “(Influencer)” enter into this Influencer Services Agreement, consisting of this Project Term Sheet, the Influencer Services Terms and Conditions, Schedules 1, 2 and 3, all incorporated herein by reference (together, the “Agreement”) effective [date] (“Effective Date”). The parties hereby agree as follows:

1. **Term:** Begins on the Effective Date and will continue until the end of the Campaign Period or for so long as the Social Media Posts (as defined below) remain posted online, whichever is later.
2. **Campaign/Brand/Product Description:** [fill in]
3. **Campaign Period:** [fill in—should end when influencer is scheduled to make last post]
4. **Campaign Territory:**
5. **Services, including Deliverables:**

5.1. Social Media and Influencer Content:

Influencer Owned Social Media Channel(s): ENTER HANDLES/URL ETC. AND OTHER DETAILS HERE

Influencer Owned Social Media Channel(s) is/are (check one): child-directed are adult-directed

Required Elements of the Campaign/Social Media Posts ENTER DETAILS HERE

Required Metrics: ENTER DETAILS HERE

Due Date: ENTER DATE BY WHICH CONTENT IS DUE TO CLIENT

5.2. Influencer to provide the following Services to Client in accordance with this Agreement. [To be filled in but using below as an example.]

Influencer to develop, film and produce certain Influencer Content containing the Required Elements as defined above. Influencer will publish the Influencer Content and the Client Materials on Influencer’s Social Media Channels by the Due Date. Influencer shall deliver the Influencer Content separately to Client in a useable format via a secure method as directed by Client.

6. **Exclusivity:**

6.1 During the Campaign Period and [insert time period – hours, weeks, months etc.] thereafter, Influencer will not enter into any agreement for products or services similar to the Brand, the Products, and related accessories category that compete with the Brand or Product(s) for which Influencer is providing Social Media Posts. Influencer may appear in the news, information and/or entertainment portion of any TV program, feature film, industry event or similar program regardless of its surrounding sponsors and/or sponsor integrations, as long as such appearance is not primarily for the purpose of promoting a competing product.

6.2 Influencer will refrain from making any other posts to Influencer’s Social Media Channels for [inset time period – hours, weeks, etc] (excluding IG Stories) before and after posting the Social Media Posts.

- 7. **Usage:** Client will have the right to repost, whitelist, and/or boost Influencer’s Content for [insert time period] after Influencer publishes the content. Any and all proposed use of the name, image, signature, voice and our likeness of Influencer by Client requires prior written approval from Influencer in every proposed instance, except with respect to the Client Materials which does not require Influencer’s approval, it being understood that posting, re-posting, whitelisting, or boosting Social Media Posts without alteration will not require prior written approval.
- 8. **Compensation:** Subject to Influencer’s completion of all Services and provision to Client of a completed and accurate United States Internal Revenue Service Form W-9, Agency will pay Influencer **an amount equal to [XX]**, inclusive of all fees, costs, and commissions due to Influencer’s agents, managers, or other representatives. For the avoidance of doubt, Client’s payment to Agency of the Fee shall satisfy Client’s payment obligations hereunder and Influencer shall look solely to Agency for amounts due. The Fees shall be payable within sixty (60) days after Agency’s receipt of invoice from Agency as follows:

ENTER PAYMENT DETAILS HERE

Influencer agrees to the above Project Term Sheet and agrees that the attached Influencer Services Terms and Conditions and all Exhibits apply.

This Agreement may be executed in one or more counterparts, each copy of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The parties intend to allow for the electronic execution, imaging and storage of this Agreement and the admissibility into evidence of such an image in lieu of the original paper version of this Agreement. The parties stipulate that any computer printout of any such image of this Agreement shall be considered to be an “original” under the applicable court or arbitral rules of evidence when maintained in the normal course of business and shall be admissible as between the parties to the same extent and under the same conditions as other business records maintained in paper or hard copy form. The parties agree not to contest, in any proceeding involving the parties in any judicial or other forum, the admissibility, validity, or enforceability of any image of this Agreement because of the fact that such image was stored or handled in electronic form.

INFLUENCER

AGENCY

By (sign): _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

INFLUENCER SERVICES TERMS AND CONDITIONS

1. **Social Media Posts, Approval and Posting.**

Influencer shall provide professional and other services pursuant to this Agreement including without limitation Influencer Content, as defined below, and other services as detailed in any Project Term Sheet (“Services”). Influencer will incorporate into Influencer Content and Social Media Posts any trademarks and other brand features, content, social media posts, advertisements, products and materials (“Client Materials” or “Client Materials”) provided by Agency to Influencer as requested by Agency. “Influencer Content” shall refer to any content created by, on behalf of, or published by the Influencer on the Influencer Owned Social Media Channels pursuant to this Agreement (“Influencer Content”). Each post of Influencer Content on the Influencer Social Channels shall be referred to as “Social Media Posts” (each a “Social Media Post”). For each Social Media Post, Influencer will provide Agency a description of the intended contents of the Social Media Post (“Creative Concept”). Upon Agency’s and Client’s approval of the Creative Concept, Influencer will provide a draft/rough cut of such Social Media Post for Agency’s and Client’s review. If Agency or Client provides Influencer with feedback, Influencer will provide updated Social Media Posts within 2 business days. Influencer will post each Social Media Post within 24 hours of receiving final written approval unless Agency or Client has provided a different schedule. Once posted, Influencer shall not remove the Social Media Posts for a minimum of 12 months from the date of posting unless directed to do so by Agency or Client.

2. **Data Privacy and Security. Influencer represents and warrants that** its activities (and the activities of any third party Influencer engages) will comply with all applicable state, federal, and international data privacy and security laws, codes, rules, regulations and guidance as enacted and amended from time to time during the Term of this Agreement, including without limitation Regulation 2016/679 of the European Parliament and the Council on the Protection of Natural Persons with Regard to the Processing of Personal Data and on the Free Movement of Such Data (“GDPR”), the Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. § 6501 et seq., and the Children’s Online Privacy Protection Rule (the “COPPA Rule”) (collectively, “Applicable Data Privacy & Security Laws”). **Influencer: (i) acknowledges Client’s Third Party COPPA Notice, attached hereto as Exhibit 2, and understands that Client treats all of its websites, mobile apps, social media platforms and channels, online entertainment channels, online games, connected toys, console games, and other Internet-connected services that are owned or operated by**

Client or one of Client’s agents (collectively, “Online Services”), as “directed to children” and therefore subject to COPPA and the COPPA Rule, unless such Online Service is one of the certain, limited exceptions maintained by Client, which shall be provided upon Influencer’s written request; and (ii) represents and warrants that it will promptly provide such notice to any third party engaged by Influencer pursuant to this Agreement. To the extent Influencer’s activities (or those of any third party engaged by Influencer) hereunder, including without limitation use of any technology, may allow the collection, handling, use, storage, transfer, or disclosure of personal information from or about the users of any of Client’s Online Services, Influencer agrees to notify Client immediately in writing and obtain prior written consent from Client’s Legal Department. Influencer further agrees not to engage in or enable (or permit any third party to engage in or enable) any retargeting, remarketing, online profiling or online behavioral advertising on Client’s Online Services or otherwise on Client’s behalf without prior written approval from Client’s Legal Department. Without limiting the foregoing, Influencer represents and warrants that, unless Influencer has notified Client in writing and obtained prior written consent from Client’s Legal Department, the Social Media Posts or Influencer Content shall be treated as targeting a child audience (also referred to as “directed to children” and/or “made for kids”) and that all applicable social media platform settings, mechanisms, selections and options shall be marked and enabled accordingly.

3. **Ownership and Licensing.**

3.1 *Influencer Personality Rights License.* Influencer hereby grants to Client and its designees, a royalty-free, perpetual, and irrevocable license and right to use and to authorize others to use (including by license, sublicense, assignment or otherwise) throughout the Territory, only as defined and subject to the Campaign Period and Usage terms as described in the Project Term sheet attached hereto except that Client and its designees shall not be required to remove any Influencer Content posted in accordance with the Campaign Period and Usage terms, for the Influencer’s (including each family member’s and for each person who appears in the Social Media Posts, such person’s) name, image, likeness, voice, performance, social media handles, nicknames, biographical materials, statements, testimonials, recordings, and other indicia, and any portion thereof to the extent necessary for Client to freely display, exploit, publish, photograph, record,

modify, edit, reproduce, sublicense, create derivative works from or otherwise use the Influencer Content in any and all media, channels or platforms (now or hereafter known) for commercial, advertising and/or promotional purposes in connection with Client's products, brands, or games, subject to the Usage terms in the Project Term sheet, without in each and every instance any additional permissions from and/or compensation or notices to Influencer or any other person.

3.2 *Client License.* Subject to the terms of this Agreement, Client (through the Agency) hereby grants to Influencer a limited, non-exclusive, royalty-free, non-sublicensable and nontransferable right, throughout the Territory during the Campaign Period, subject to the Project Term sheet to utilize Client's name, products and brands contemplated by the Campaign, and the associated trademarks, trade dress, and copyrights, solely as approved by Client and solely as incorporated into the approved Influencer Content and approved Social Media Posts. Influencer will have the right to display, transmit and distribute the unedited Social Media Posts on Influencer's Owned Social Media Channels, provided that any post copy has been submitted and approved in writing by Client in advance.

3.3 *Work Made for Hire.* Influencer acknowledges that the Services, including, without limitation, any deliverables produced by Influencer pursuant to the rendering of the Services, in each case as described in the applicable Project Term Sheet, are being specially ordered and commissioned by Client. As such, such Services and all deliverables, including without limitation the Influencer Content shall be considered a "work made for hire" as defined by US copyright laws and therefore shall be the sole property of Client to use subject to usage terms in the Project Term sheet. If for any reason such work or any deliverables are determined at any time not to be a "work made for hire," Influencer agrees to and hereby does irrevocably transfer and assign to Client all right, title and interest therein, including all intellectual property rights, such as copyrights, therein, as well as all right to seek and obtain registrations thereon and renewals and extensions thereto, and agrees to execute and file any assignment document or other document as may be necessary or desirable to effectuate the foregoing. In the event Influencer is unable or unwilling to so execute or file such document(s) for any reason, Influencer agrees and hereby does designate Client as its attorney-in-fact with all power and authority to perform such execution and filing as if it were done by Influencer. This power of attorney designation is coupled with an interest and will be irrevocable for the term of this Agreement and thereafter as long as any of the obligations it secures are outstanding.

3.4 Influencer acknowledges that it does not have any rights in any Client Materials or other intellectual property other than those limited rights expressly provided for in this Agreement. Influencer agrees that it will never challenge the ownership of or Client's rights in or to Client Materials and/or any other.

4. **Representations, Warranties and Additional Covenants.**

4.1 Influencer represents, warrants and covenants that except for Client Materials, (a) the Social Media Posts and Influencer Content will be Influencer's original creations and will not infringe any third-party intellectual property or other rights, (b) Influencer will not include any third party trademarks or copyrighted materials (including but not limited to content, props or music) in the Social Media Posts or Influencer Content without having all necessary rights to enable Influencer and Client to use such trademarks and/or materials as incorporated into the Social Media Posts or Influencer Content, for all purposes described herein, without any royalty or other compensation, and (c) the Social Media Posts and Influencer Content will comply with all applicable laws, rules and regulations, will comply with all applicable social media platforms' policies, guidelines and codes of conduct, and will include legally sufficient endorsement disclosures and will comply with any written policies or specified guidelines or disclosures provided by Client (including without limitation the Influencer Disclosure Policy attached as Schedule 1, Client's TikTok Guidelines attached as Schedule 2, and the Advertising Content Guidelines attached as Schedule 3 to this Agreement).

4.2 Influencer represents, warrants and covenants that Influencer will follow all federal, state and local guidance and regulations related to COVID-19. Specifically, Influencer agrees to the following throughout the scope of this Agreement:

- Maintain appropriate social distance in accordance with local regulations related to limits on group gatherings, and CDC guidance related to appropriate social distancing.
- If the Influencer is unable to maintain social distance, or as required by local regulations, Influencer will wear a mask or face covering.
- Influencer will maintain proper hand and respiratory hygiene as recommended by the CDC.
- Influencer will not gather with other individuals for purposes of performing under this Agreement without previously notifying and obtaining Client's consent.

- 4.3 Influencer represents, warrants and covenants that the Influencer Content and the Social Media Posts are the result of a production that is not subject to the jurisdiction of SAG, AFTRA or other acting or entertainment unions or guilds that would impose restrictions on the production or create obligations for residuals or other fees or payments in connection with the use of the Influencer Content or the Social Media Posts, and Influencer forfeits any right to assert such obligations resulting from guild or union membership during the Term.
- 4.4 During the Term and thereafter, Influencer will not publicly disparage Client or its products.
5. **Authenticity; Measurement.**
- 5.1 Influencer acknowledges that Agency is entering into this Agreement because of the volume and authenticity of the followers, subscribers, engagement and amplification associated with Influencer's social media accounts and content ("Engagement Data"), and that the Engagement Data is a material inducement for Agency's execution of this Agreement. Influencer represents, warrants and covenants that the Engagement Data, both in the past and as applicable to the Social Media Posts is (a) to the best of its knowledge derived from real persons interacting with content in the normal course of using any social media channel and (b) not the result of any agreement, compensation or use of any artificial tools or "bots" by Influencer or Influencer's assistants, employees or agents.
- 5.2 Influencer will provide the Required Metrics regarding the Social Media Posts and such other metrics as requested by Agency or Client, and such metrics shall be reported on an aggregated basis only, and will not include personal information (as defined under Applicable Data Privacy & Security Laws) unless specifically authorized in advance by Client's Legal Department in writing.
6. **Disclosure:** The Social Media Posts will include only such product claims and information as have been approved by Agency or Client, and Influencer will also include any disclosures or disclaimers as required by Agency or Client.
7. **Removal of Social Media Posts.** Upon Agency's or Client's request, Influencer will immediately (and in any case within 24 hours) remove Social Media Posts from Influencer's Social Media Channel(s).
8. **Protection of Client's Reputation.** Influencer acknowledges that its actions may affect Client's reputation or that of Client's products, and therefore agrees (a) not to post online any obscene, sexually explicit, or graphically violent content, or (b) to take any action (including but not limited to the posting of material) that (i) involves moral turpitude; (ii) demeans, ridicules or attacks individuals on the basis of age, color, national origin, race, ethnicity, religion, gender, sexual orientation or disability; (iii) is harmful to children; or (iv) promotes tobacco, alcohol, or any products or activities that are illegal in the Territory. In the event that Agency or Client determines that Influencer has violated the foregoing provision for the protection of Client's reputation, or in the event that Influencer is engaged in or is charged with a crime during the Term, Agency shall have the right to terminate this Agreement, without further obligation, effective immediately upon giving Influencer written notice of such termination.
9. **Cancellation.** Agency may terminate this Agreement upon notice without further obligation in the event of Influencer's breach of any representation, term or condition.
10. **Indemnities; Limitation of Liability.**
- 10.1 Influencer will indemnify and hold harmless (and if requested by Agency or Client, defend), Agency and Client and their respective officers, directors, employees, representatives and agents (the "Agency Indemnites") against all claims, demands, suits, taxes, losses, damages, liabilities, costs, and expenses, including attorneys' fees and other legal expenses, (collectively, "Losses") arising from or related to: (a) the Services, Social Media Posts and Influencer Content (except to the extent that the Losses were caused solely by the Client Materials) including but not limited to any actual or alleged infringement of any patent, copyright, or any actual or alleged trade secret disclosure, (b) any negligent, reckless, or intentionally wrongful act of Influencer or Influencer's assistants, employees, or agents, or (c) any breach by Influencer or Influencer's assistants, employees, or agents of any of the covenants, warranties, or representations contained in this Agreement.
- 10.2 Client will indemnify, defend, and hold harmless Influencer from and against all taxes, losses, damages, liabilities, costs, and expenses, including attorneys' fees and other legal expenses, arising from or related to (but excluding any claim for which Influencer has an obligation to indemnify Client) any grossly negligent or intentionally

wrongful act of Client or Client's assistants, employees, or agents (hereinafter, "Claim"); provided, however, that Influencer agrees to give Client prompt written notice of any such Claim, and to permit Client to conduct and control the defense against such Claim with counsel of Client's own choosing.

10.3 TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, CLIENT WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. **Confidentiality.** Except for information that is easily available to the public, this Agreement and all information Influencer receives from Agency or Client is "Confidential Information." Influencer will not share Confidential Information with any third party and will protect Confidential Information using no less than reasonable care given the sensitive competitive nature of the information. At Agency's or Client's request, Influencer will return all Confidential Information that is capable of being returned and permanently delete or destroy any information that cannot sensibly be returned (e.g., electronic files). Influencer shall not disclose to Agency or Client any confidential information belonging to Influencer or any third party. Influencer will not make any public statement relating to this Agreement without Agency's or Client's prior written approval.

12. **Miscellaneous.**

12.1 Influencer is an independent contractor, not an employee of Agency or Client. Neither Agency nor Client will provide or be liable for any employee benefits (e.g., health and disability insurance, vacation and/or paid time off, etc.). Influencer is solely responsible for timely reporting and paying all taxes. Influencer is solely responsible for obtaining, at Influencer's expense and in Influencer's name, disability, worker's compensation or other insurance as well as all licenses and permits usual or necessary for conducting the Services under this Agreement. Influencer, Client and Agency are not partners or joint venturers, and no party has the right to bind

any other in any manner or to hold itself out as any of the other party's representative or agent.

12.2 The Services described in this Agreement are personal to Influencer. Influencer may not assign, delegate or subcontract Influencer's obligations hereunder without Agency's prior written consent. This Agreement is the entire agreement of the parties relating to this subject matter, and supersedes all prior commitments, negotiations and understandings. In the event of a conflict between the terms of an Agency Project Term Sheet, this document and/or any Project and Brand Guidelines (including any "brand briefs"), the order of precedence shall be as follows, in descending priority from highest priority (1) to lowest priority (3): (1) this document unless specifically stated otherwise in the Agency Project Term Sheet, (2) the Agency Project Term Sheet, and (3) any Project and Brand Guidelines. This Agreement cannot be amended except in writing signed by both parties. If any provision of this Agreement is unenforceable, the validity of the remaining provisions will not be affected, and the unenforceable provision will be interpreted to be as close to the original provision as possible while still being enforceable. Sections 3-7 and 10-12 will survive termination or expiration of this Agreement. Any claim arising out of or related to this Agreement must be brought in the initiating party's individual capacity and not as a plaintiff or class member in any class action or other similar proceeding.

12.3 Regardless of the place of its actual execution and performance, this Agreement shall be deemed executed and performed in England and shall be governed by and construed in all respects in accordance with English law and the parties hereto submit to the jurisdiction of the English Courts.

12.4 Notices must be in writing and will be deemed given when (a) delivered personally, or (b) sent by email, if to Agency, and if to Influencer to the email address in Agency's records, if the sending party can confirm that the email was apparently sent successfully according to its ordinary technical records and does not receive an error notice.