

Yoobi BFF Brand Ambassador Program Blogger/Influencer Engagement Agreement

Name of Influencer: (Referred to as “I” or “me”) The Yoobi BFF Brand Ambassador Program Agreement (the “Agreement”) is a legally binding contract between you (“Brand Ambassador”, “you”, or similar terms) and Yoobi LLC and applies to your application in the Yoobi BFF Brand Ambassador Program (the “Program”). Any person or entity that participates or attempts to participate in the Program must accept this Agreement without change. By registering for the Program, you agree to this Agreement.

Date of Agreement: The term of this Agreement will begin upon your submission of the application to join the Yoobi BFF Brand Ambassador Program.

I am entering into this Yoobi BFF Brand Ambassador Program blogger/influencer engagement agreement (the “Agreement”) with [Yoobi, LLC (together with its parent and their affiliates, “Company”)]

1. **Services:** I will collaborate with Company to promote Company’s Yoobi BFF Brand Ambassador Program Campaign’s as set forth herein (the “Services”). I understand that the objective of the Campaign is to share content and generate conversation about Yoobi BFF Brand Ambassador Program (the “Campaign”). More specifically, I will:
 - a. Display the @yoobi #yoobigives #yoobiBFF logo(s) on my Blog throughout the Term (defined below) in the manner directed by Company.
 - b. Create original content for at least 1 [one] Instagram Static and 1 3-frame Instagram story posts with swipe up to shop leading to www.yoobi.com and related Tweets, Facebook, Pinterest, YouTube (or other Approved platform) postings (collectively, “Social Media Deliverables”), per quarter throughout the Term of the Campaign, and post all such original content on my Blog or the appropriate social media platform. I understand that Company may provide me with the key messaging and talking points for all of the Social Media Deliverables, and I shall reasonably adhere to such messaging, and talking points. The specific details, content, and timing for all Social Media Deliverables shall in each case be determined and Approved by Company. To the extent possible, the Social Media Deliverables will include the digital assets provided to me by Company, including hosted images, video embed codes and select links.

I acknowledge that all my Services will be subject to the direction and control of Company in the performance of my obligations hereunder prior to me making any Materials (defined below) public.

I will immediately cease performing the Services, remove any Materials from my Blog or other third-party site upon Company’s request, for any or no reason, and/or return all Company Materials (defined below), upon notice by Company.

2. **Term:** The term (“Term”) of this Agreement shall commence on the date of your submission of the application for the Yoobi BFF Brand Ambassador Program and with no conclusion date, unless earlier terminated by Company pursuant to the terms of this Agreement.
3. **Intellectual Property:** I hereby permit Company and/or their agents to photograph, videotape, film or otherwise visually and audio-visually record me, my voice, conversation and sounds, including any performance of any musical composition(s) during and in connection with my Services and grants Company the right to use my name, voice, image, persona, and likeness, (“Rights of Publicity”) in connection therewith. I further grant Company the perpetual, irrevocable, royalty-free, condition-free, worldwide, non-exclusive right and license (with the right to make unlimited sublicenses), but not the obligation, to use, reuse, Tweet, retweet, reproduce, display, post, publicly perform, distribute, edit, make derivative works of and otherwise exploit all performances by me, the Social Media Deliverables, and any and all other materials created or contributed to by me, and/or my employees, contractors or agents in connection with the Services, including, without limitation, Tweets, blog content, photographs, videos, questions, suggestions, information, reviews, data (collectively, the “Materials”), or any portion thereof, in any and all media formats and channels now known or hereafter devised, for any and all purposes, and to use and exploit my Rights of Publicity, and the Rights of Publicity of all others included in the Materials, in connection with such uses of the Materials. I hereby waive any right to inspect or approve the final display or other exploitation of the Materials now or in the future, whether that use is known to me or unknown, and to any right to royalties or other compensation, or any attribution, arising from or related to the use of the Materials and I irrevocably waive all so-called moral rights associated with the Materials. Company may license, sublicense, assign or grant these rights to others, in whole or in part. I also understand that such Materials placed on third party web sites or services, particularly social networking web sites may be beyond Company’s control and may remain either posted on the service, or in its archives indefinitely. I also understand that such continued postings or other incidental use by third parties of Materials theretofore disseminated by Company shall not constitute a breach of this Agreement or require any payments to me. Additionally, while I retain any ownership rights I may have in any Materials (other than the Company Materials, for which I acknowledge I have no interest), I agree that: (a) I will not use, share, make public or otherwise exploit the Materials other than in the course of performing my Services hereunder unless Approved by Company, and (b) will assign all rights in and to the Materials to Company upon request, and take all necessary acts to vest all rights therein with Company.

If Company makes any Company names, logos, trademarks, product images or other Company materials (“Company Materials”) available for my use in connection with the Campaign, then subject to the terms and conditions provided to me by Company, Company grants me a non-exclusive, revocable, non-transferable license to use the Company Materials only pursuant to those terms and conditions and this Agreement and only for purposes of the Campaign. I understand that as to the Company Materials I may not use them in a manner that: (i) suggests any endorsement of me, other parties, or my Blog or other sites or services; (ii) associates Company with content that is not appropriate for a family audience or that is illegal or suggests promotion of illegal activities; or (iii) suggests a use of Company products in an inappropriate or unsafe manner. I understand that the license to the Company Materials will automatically terminate if I exceed the scope of the license or violate any of the terms and conditions hereunder, and that I will then be subject to copyright infringement and potentially other liability. If any Company Materials are provided to me with any disclosure or confidentiality obligations (e.g., no mention until a certain date), I will strictly comply with such obligations. Additionally, upon notice by Company, I agree to discontinue further publicly distributing, or otherwise making use of, the Company Materials in any manner.

4. **Representations and Warranties:** I agree, represent and warrant that: I confirm that I am at least [18] years old and have the full right to enter into this Agreement, and shall fully perform my obligations hereunder, without violating the rights of any third party. If under the age of 18 I represent and warrant that my social platform account and all communication will be by that of my legal guardian.
- a. I will not post (or permit to be posted) any information or content, create any Materials, or conduct any activity that may (i) violate, or which encourages the violation of, applicable local, state or federal laws or regulations; or (ii) infringe, misappropriate or violate any intellectual property or other right of any third party. I will promptly remove any such content I posted to my or other sites or services upon learning that is alleged not to comply with these requirements or at the request of Company. I will also promptly remove any such third party content posted to my Blog or other sites or services I control upon learning of it.
 - b. My Social Media Deliverables and other Materials, and any information, statements, content or other materials produced in connection with my Services, will not contain any content that:
 - i. is sexually explicit, violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic;
 - ii. promotes alcohol, illegal drugs, tobacco, firearms/weapons or a particular political agenda;
 - iii. is obscene or offensive;
 - iv. defames or contains disparaging remarks about other people or companies, or casts any person or company in a false light;
 - v. communicates messages or images inconsistent with the positive images and/or good will to which Company wishes to associate;
 - vi. promotes or depicts unsafe activities or inhumane behavior or activities;
 - vii. includes or violates any trademarks, service marks or other indications of origin owned by others, including other consumer brands;
 - viii. utilizes another person's copyrighted (whether or not registered) materials (including dialogue from existing movies/documentaries, musical compositions, and/or sound recordings);
 - ix. includes the names, likenesses, voices, or other material identifying celebrities and/or other public or private figures, living or dead unless I have all necessary rights to include them without creating any obligations or liability to Company;
 - x. contains look-alikes or sound-alikes of celebrities or other public or private figures, living or dead; or
 - xi. is inaccurate, misleading or deceptive.
 - c. I have read and will fully comply with the Federal Trade Commission's ("FTC") Endorsement and Testimonial Guides ("Guides") (<http://ftc.gov/os/2009/10/091005revisedendorsementguides.pdf>) when talking or writing about Company or Company's products and services. Further, and without limitation, I:
 - i. will clearly and conspicuously disclose my true identity and that I have received compensation, product and/or other incentive items from Company (as applicable) proximate to any mention by me of Company or Company's products and services;
 - ii. will not make any false, misleading or deceptive statement and will not make any product performance or attribute claims about Company products or services (I may express opinions, but I won't make factual claims about the products or services);
 - iii. ensure that all my statements accurately reflect only my honest, current opinions and beliefs based on my personal experience;
 - iv. will not purport to speak on behalf of Company; and
 - v. maintain my Blog and activities related to my Services in a manner appropriate for a family audience and will not be rude or abusive.I have watched the FTC's video guidance for bloggers on how to comply with the Guides: <http://business.ftc.gov/multimedia/videos/endorsement-guides> and will follow the guidance at <http://business.ftc.gov/documents/bus71-ftcs-revised-endorsement-guideswhat-people-are-asking>. I will exercise my best efforts to perform these Services and will do so in compliance with this Agreement and the Word of Mouth Marketing Association's Ethics Guide: <http://www.womma.org/ethics/womma-code-of-ethics>.
 - d. My Blog, Materials, Social media Deliverables and Services will comply with all applicable laws, rules and regulations issued by local, state and federal authorities applicable to my performance under this Agreement, including, without limitation, all applicable laws, regulations, rules and ordinances governing the administration, promotion and advertising of sweepstakes and contests and regarding consumer privacy and e-mail and text marketing, and will not violate any third party rights.
I will strictly comply with the Company Blogger Guidelines attached as **Exhibit "A"** and will strictly comply with all applicable website terms of service, membership agreements, privacy policies, and other similar applicable governing documents of any third party sites, services or venues that I use in performing the Services, including, without limitation, Twitter's Terms of Use.
 - e. I shall not, in connection with performing the Services: (i) use false or deceptive identities, names or accounts; (ii) deploy or otherwise use bots, malware, viruses or scrapers; (iii) make it appear as though any aspect of my Services was more successful than it actually was through unauthentic interactions by me or third parties I engage, manage or transact with (e.g., click-fraud, manipulating social media followings, etc.); (iv) engage in any activities that are designed to defraud or game Company or third parties; or (v) deploy, or permit any third party to deploy, any technology on, or in connection with, Company or Company-branded sites, systems or services that can enable the tracking of site or service activities or users except with Company's prior Approval.
5. **Company Property:** All use of Company's intellectual property, including any Company Materials, by me (or those acting for me or under my direction) will inure solely to the benefit of Company. All derivative works based upon or using Company's intellectual property will be the sole property of Company. I hereby assign to Company all rights in any such derivative works and will take all actions necessary to vest such rights with Company. I acknowledge that as between Company and me, Company is the owner of all right, title and interest in and to all copyrights, trademarks, trade-dress and other rights associated with its intellectual property, its services, products and product designs; and the goodwill pertaining to all of the foregoing. I agree that I will not acquire and will not claim any title to any of the foregoing and will make no use of the same following expiration or termination of this Agreement.

6. **Indemnification:** I will indemnify and hold Company and each of Company's parents, subsidiaries affiliates, officers and employees harmless from and against all claims, actions, liability, damages, costs and expenses (including reasonable attorneys' fees), arising from any breach or alleged breach by me of this Agreement or arising out of my Services.
7. **Publicity:** I will not make any public statements or statements to the press or third parties in connection with this Agreement or the Services. I will not use Company's name or marks, or the name of any product or service of Company except pursuant to any specific instructions, and related terms and conditions, provided to me by Company. I agree that during the Term and for six (6) months thereafter, I will not make any statements that disparages the Campaign or Company.
8. **Termination:** I acknowledge that Company may immediately terminate this Agreement, in whole or in part (including any of my Services provided above), for convenience at any time upon written notice to me. In the event of any such termination of this Agreement by Company, for any reason other than my breach or default, I will be entitled to a pro rata portion of my compensation set forth in Section 2 above based on Services satisfactorily performed and accepted by Company prior to Company's notice of termination. I agree that if I breach any provision of this Agreement, then my participation in the Campaign may also be immediately terminated by Company and I will immediately remove all references and materials related to Company from my Blog, Facebook page, Twitter feed and other public-facing locations upon Company's request and I will be entitled to no compensation hereunder and will return any monetary compensation previously received by me from Company.
9. **Relationship of the Parties:** Nothing contained herein shall make the parties partners, joint venturers, or similarly associated with the business of the other, and nothing contained herein will, and the parties will not, and will not purport to, make any statement, representation, solicitation, offer or agreement on behalf of the other. I represent, warrant and covenant that I am an independent contractor that offers similar services to others and maintains all my own instruments and facilities necessary to complete the Services and am solely responsible for all my own employees and contractors and all obligations and liability arising in connection therewith. I acknowledge that I am not entitled to participate in any benefit plans of Company, even if it is later determined that my status was that of an employee during the period of this engagement. I expressly waive any claim for benefits coverage attributable to the Services provided under this Agreement. I understand that my personal performance of the Services is a material term and condition and I shall not assign or delegate my obligations to any third party without Approval.
10. **Image/Conduct:** I will conduct myself at all times with due regard to public morals and conventions. If I have engaged in, or shall engage in: (a) any felonious activity whether or not I am charged with, indicted for, convicted of, or pleads guilty to such activity, or (b) any conduct which in the eyes of a reasonable person: (i) would bring me into public disrepute, contempt or scandal, and/or (ii) would materially injure, publicly disparage or publicly embarrass the material financial success of Company or any of Company's products or services, Company shall have the right, in its sole discretion, to terminate this Agreement any time within forty-five (45) days of learning of such event.
11. **Insurance:** I shall procure and maintain, at my sole cost and expense, for the Term of this Agreement, commercial general liability insurance covering me and my acts and omissions and my promises, including my representations, warranties and indemnity obligations contained herein, in form and amount appropriate to my business. I shall provide proof of insurance upon Company's request.
12. **Confidentiality:** I acknowledge that the proprietary materials and information of Company supplied to me hereunder, or to which I gain access or derives from such materials and information as the result of the privileged relationship created by this Agreement, including, but not limited to, the Company Materials, unpublished copyrighted material, marketing and promotional plans and strategies, information or materials I receive or I am aware of about the subject matter of the Campaign prior to Company's public announcement of the Campaign, product and service offerings not released to the public, constitute the proprietary and confidential information of Company (the "**Company Confidential Information**"). I agree to hold the Company Confidential Information in strict confidence, and will treat such Company Confidential Information with the highest degree of care and not less than the same degree of care as I accord my own confidential information of similar nature, and in no event will I use less than reasonable care to protect such Company Confidential Information. I acknowledge and agree that Company's Confidential Information is highly confidential and that unauthorized use or disclosure of Company's Confidential Information by me will result in serious, irreparable harm for which Company's remedies at law would be inadequate. Among other damage, unauthorized use or disclosure of the Company's Confidential Information will: (i) damage Company's carefully planned marketing strategies; (ii) reduce interest in the Company Materials; (iii) make unique or novel elements of the Company Materials susceptible to imitation or copying by competitors, infringers or third parties prior to Company's release of the information or materials; (iv) damage Company's proprietary protection in undisclosed or unpublished information or materials; and (v) provide unauthorized third parties with materials capable of being used to create counterfeit and unauthorized merchandise, audio-visual products or other products. Accordingly, I acknowledge and agree that if any such unauthorized use or disclosure occurs, Company will be entitled, in addition to any other remedies available to it at law or in equity, to the issuance of injunctive or other equitable relief without having to post bond. Except as expressly Approved in writing by Company, I shall not reproduce or use the Company Confidential Information and shall not discuss, distribute, disseminate or otherwise disclose the Company Confidential Information or the substance or contents thereof, in whole or in part, in its original form or in any other form, with or to any other person or entity other than: (A) my employees; and (B) Approved third parties who have executed a non-disclosure agreement in the form Approved by Company. All such employees and third parties shall be given access to the Company Confidential Information on a "need-to-know" basis only. This Section 13 will not apply to any information, data or material that: (a) was, or becomes through no fault of mine publicly known; (b) is in my rightful possession at the time of disclosure; or (c) is required to be disclosed by me by a court of competent jurisdiction, other governmental authority or applicable law so long as I provide Company as much notice of the proposed disclosure as reasonably practicable under the circumstances and I reasonably cooperate with any Company efforts to resist or limit such disclosure, including by seeking protective order or other remedy. If no such protective order or other remedy is sought or obtained pursuant to Section 13(c), I may disclose only that portion of Company Confidential Information which I am legally required to disclose and will use reasonable efforts to ensure that Company Confidential Information disclosed will be accorded confidential treatment.
13. **Services Unique:** It is expressly understood and agreed that my Services and the rights and privileges granted to Company hereunder are of a special, unique, unusual, extraordinary and intellectual character, giving them a peculiar value the loss of which cannot be reasonably or adequately compensated in damages in an action at law, and my failure or refusal to perform obligations hereunder would cause irreparable harm or damage. Should I fail or refuse to perform such obligations, or should such failure be

reasonably anticipated, Company shall be entitled to injunctive or other equitable relief against me to prevent such failure or refusal or to prevent me from performing services for or granting rights to others in violation of this Agreement.

14. **Force Majeure:** If, as a result of acts beyond the parties' reasonable control, such as strikes, boycotts, war. Acts of God, riots, terrorism, delays of commercial carriers, restraints of public authority, the Campaign is canceled or Company shall be unable to use my Services or the Materials produced hereunder during any period of the Term hereof, Company shall have the right to extend the Term for an equivalent period, without any additional compensation to me, subject only to my prior professional commitments.
15. **Miscellaneous:** If any provisions of this Agreement are for any reason declared invalid, the validity of the remaining provisions shall not be affected. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. A failure by either party to enforce any of the provisions of this Agreement or rights or remedies thereto or to exercise election therein shall not constitute a waiver of such provision, right, remedy or affect the validity of this Agreement. This Agreement shall be governed by and interpreted for any and all purposes in accordance with the internal laws of the State of California of the United States of America applicable to contracts made and to be performed wholly within such state, without reference to principles of conflicts of laws. I hereby agree to submit and consent to binding arbitration in accordance with the rules of the Judicial Arbitration and Mediation Services ("JAMS") before a single neutral arbitrator in Los Angeles County, California. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. My obligations hereunder will survive the completion of the Services. This Agreement constitutes the entire agreement between the parties and supersedes all understandings and agreements between the parties with respect to the subject matter hereof. Any modification, amendment or waiver of any provision of this Agreement will only be effective if in writing and signed by an authorized individual of me and Company.

Exhibit "A"

Company Blogger/Influencer Guidelines

I. PURPOSE

Company can potentially be held legally liable if bloggers or influencers fail to disclose their relationship with Company, and any consideration given to them, or make false, atypical or unsubstantiated claims. Company is providing these Company Blogger/Influencer Guidelines (the "**Guidelines**") to participants in the Company [**Yoobi BFF Brand Ambassador Program**] Program (the "**Program**") so you understand your obligations when participating in the Program. These Guidelines apply to messages made by you in traditional media as well as non-traditional media such as social media platforms.

Please understand that we may monitor your activities with regard to compliance with these Guidelines and Company may take corrective action, including terminating your relationship with Company or the Program, if you do not follow these Guidelines. Both you and Company potentially could be legally liable if you fail to disclose your relationship with Company, including receipt of any payment or something of value we or our agents have given you. Further, Company and you may also be liable if you make false, atypical or unsubstantiated claims when you engage in communications on behalf of Company.

II. WHAT RULES DO I NEED TO FOLLOW?

- a) **Endorsement and Testimonial Guides.** The FTC has published the *Guides Concerning the Use of Endorsements and Testimonials in Advertising* ("**Endorsement and Testimonial Guides**"), located at <https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf>. You **must** comply with the Endorsement and Testimonial Guides, and all other applicable laws and regulations for all communications made on behalf of Company. For more information, watch the FTC's video guidance for bloggers on how to comply with the Endorsement and Testimonial Guides: <https://www.ftc.gov/news-events/audio-video/video/endorsement-guides> and follow the guidance at <http://business.ftc.gov/documents/bus71-ftcs-revised-endorsement-guides-what-people-are-asking>. Accordingly, when creating or publishing a blog post in connection with the Program, you must always:
- i. **Disclose.** Clearly and conspicuously disclose that you have a connection with Company (e.g., you are participating in the Program) You must make these disclosures whether you are providing Company publicity orally or in writing. For certain online media venues, like Twitter, you can use short-form disclosures such as "AD" and "SPONSORED".
 - ii. **Be Transparent.** Clearly and conspicuously disclose your true identity and that you have received compensation and product and/or other incentive items from Company (as applicable) proximate to any mention by you of Company or Company's products and services. Do not use pseudonyms or pretend to be someone else.
 - iii. **Be Honest.** Any statements made by you on behalf of Company must accurately reflect your honest, current opinions and, based on your personal experience.
 - iv. **Expertise.** You should never make a claim that you are an expert unless Company has expressly engaged you as an expert and Company has approved your statements.
- b) **Respect the rights of third parties.** Do not post any information or content that may infringe any intellectual property or other right of any third party. Company requires you to have the proper permissions in order to post the names, trademarks, logos, images, photographs, videos, music, artwork, writings, text and all other materials of third parties. If you are using any third-party content, confirm that you have the right to use all materials **before** you post or otherwise use them.
- c) **Keep it clean and respect your audience.** Your communications in connection with the Program should never be offensive. Cursing, flaming, insulting comments, personal attacks, or similar actions are prohibited. Company values diversity and opposes any bullying, harassment or discrimination of any kind. Without limitation, your Company publicity may not include any negative comments that are connected to race, national origin, gender, sexual orientation or physical handicap or that are defamatory, libelous, slanderous, indecent, obscene, pornographic or sexually explicit.
- d) **Do not use Company brands, trademarks, logos or other materials without permission.** You may only use Company materials that we expressly provide to you in connection with the Program. You must have prior

written approval from us through the e-mail address above before you can post, or otherwise use any other materials including, Company brands, logo, trademarks, graphics, videos, artwork, and other content or materials owned or controlled by Company. If we give you permission to use certain Company content (which permission must be in writing), you must use it only as specifically permitted and subject to the terms and conditions we provide, including, without limitation, posting copyright, trademark and other notices.

- e) **Obey the law.** All information, content or other materials posted by you must be in compliance with all applicable local, state or federal laws or regulations, including intellectual property, contractual, confidentiality or personal (including privacy and defamation) rights.
- f) **Follow Instructions.** Company may give you additional instructions from time to time which you must follow in connection with your activities in connection with the Program.