

MASTER INFLUENCER NETWORK AGREEMENT

THIS MASTER INFLUENCER NETWORK AGREEMENT (the “**Agreement**”) is entered into by and between **Whaleco Technology Limited**, incorporated under the laws of Dublin, Ireland, with the registered address at First Floor, 25 St Stephens Green, Dublin 2, Ireland, D02XF99 (“**Company**”) and with the contact email at harper.zhao@temu.com and **NICKNAME MANAGEMENT SL**, incorporated in Spain, with the registered address at CALLE SEVERO OCHOA, NUM 44 PLANTA 1, PUERTA 2 DIFICIO A COMPLEJO VIA PARQUE (E.P.E) (“**Influencer Network**”) and with the contact email(s) at maria.villahermosa@nickname.com and /, effective as of the date of the last signature below (the “**Effective Date**”). Influencer Network and Company together are referred to herein as the “**Parties**” and individually as a “**Party**.” With respect to any Services (as defined below) performed by Influencer Network prior to the Effective Date, the Parties hereby agree that the terms and conditions of this Agreement shall govern the provision of such Services.

WHEREAS, Company wishes to engage Influencer Network to perform such services in connection with the TEMU Regular Campaign (the “**Campaign**”) as described in Statements of Work, substantially in the form of Exhibit A hereto, entered into between the Parties pursuant to this Agreement from time to time (the “**Services**”). For the avoidance of doubt, “**Services**” under this Agreement also include the Influencer Network’s or its Affiliates’ service, performance, or obligation under any other agreements (regardless of rescission or termination) entered between the following parties: (a) between the Parties; (b) between Company and Influencer Network’s Affiliates; (c) between Company’s Affiliates and Influencer Network; (d) between the Parties’ Affiliates. “**Affiliate**” refers to any entity that a Party directly or indirectly controls, is controlled by, or shares common control with, at present or in the future. “**Control**,” including “**controlled by**” and “**under common control with**,” means the direct or indirect ability to govern an entity’s management and policies, whether via ownership of voting securities, contractual agreements, or other mechanisms.

WHEREAS, the Parties intend to establish the following terms and conditions pursuant to which Company may engage the Influencer Network to perform Services to Company for the target market of Europe, which framework shall govern the relationship between the Parties in respect of such Services.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Services. Influencer Network agrees to cause its influencers, subject to Company’s approval in each case (each an “**Influencer**” and collectively, “**Influencers**”) to perform the Services in accordance with the specifications, criteria, timing, and other requirements set forth in this Agreement (including the template Statement of Work attached as Exhibit A, which is incorporated herein), in any other Statements of Work in (i) substantially the same form as Exhibit A and (ii) acknowledged by both Influencer Network and Company by way of Company sending a Statement of Work to Influencer Network from an email address with domain name “@temu.com” and Influencer Network sending a response from an email address with domain name “@nickname.com” which, in the Company’s opinion, indicates its acceptance of the terms of the Statement of Work (such acknowledged Statement of Work being a “**SOW**”), and as otherwise reasonably requested by Company. The Parties agree to comply with their obligations as set out in this Agreement and any SOWs, and must agree to and enter into all applicable SOWs, before any obligations are incurred thereunder by either Party. The Services include Influencer’s production, distribution and posting of posts, stories, text, photographs, videos, audio/sound recordings, artwork and/or other material or information (collectively, the “**Content**”) to certain websites, forums, webpages, social media pages/platforms and/or other word-of-mouth channels or media as set forth in the applicable SOW (collectively, the “**Channels**”). Influencer Network understands and agrees that all Content must be approved by Company before it is posted to any of the Channels. Influencer Network agrees that, and must cause its Influencers to agree that, if any

Meta Sound Collection or any related sound collection audio, soundtracks, music (whether as clips or in full), voiceovers, sound effects or any other audio content obtained from Meta Sound Collection (“**Audio**”) forms part of the Content (regardless of whether such Audio is either made available to Influencer directly or via the Influencer Network or any other third party), Influencer shall only post such Content on Facebook or Instagram as permitted and for the purpose of performance of this Agreement, unless the Influencer has independently obtained valid and existing licenses, rights, consents, permissions, and releases to upload, post, reproduce, republish, repost and/or otherwise use such Audio and/or Content (which contains such Audio) in any other social media pages/platforms. Influencer Network and/ its Influencers shall not in any way modify, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Audio provided via Meta Sound Collection. Influencer Network acknowledges that compliance with this paragraph is the fundamental basis for the cooperation between both Parties and any breach of this paragraph shall be a material breach to this Agreement as set forth in Section 7, and entitle the Company to immediately terminate this Agreement. Influencer Network shall cause Influencers to make any Content revisions reasonably requested by Company within twenty-four (24) hours of Company’s request. Influencer Network shall perform the Services at Influencer Network’s own expense using Influencer Network’s own resources and equipment.

2. Fee.

(a) **Fee and Payment.** In full consideration of Influencer Network’s performance of the Services pursuant to this Agreement and the applicable SOW and the rights granted herein, Influencer Network hereby agrees that Company shall pay fee to Influencer Network or Influencer Network’s designated agent/person as set forth in Exhibit A (as applicable), subject to Influencer Network and its Influencers’ complete fulfillment of its obligations (including any representations and warranties provided under this Agreement) and compliance with the provisions of the Agreement. In the event Influencer Network designates an agent/person in Exhibit A to receive any fee in connection with this Agreement, both Parties hereby acknowledge and agree that such third party is not a party to this Agreement and shall have no rights, claims, or remedies under or related to this Agreement. Unless otherwise stated, all undisputed invoices are payable by Company within thirty (30) days of Company’s receipt of the applicable invoice (in the form and format reasonably requested by Company). Shall there be any dispute regarding the fees, Influencer Network shall cooperate with Company in good faith to resolve the dispute, during such period and until the dispute is fully resolved, Company shall have the right to temporarily suspend settlement or payment of all outstanding fees and shall not be liable for any delay in the payment due to the fees dispute. For the avoidance of doubt, any delay in payment caused by fees dispute does not constitute a breach of this Agreement and/or any applicable SOWs by Company, and Company is not liable for any interest and/or losses arising from or related to the fees dispute and/or delay in payment caused by such (if any). Company shall have no other obligation for any other fee to, or expenses or costs incurred by, Influencer Network or Influencers in connection with this Agreement. If fee is paid prior to Influencer Network’s performance of all or part of the Services, without limiting any of Company’s other rights or remedies hereunder or under laws, Influencer Network shall return all fee to Company in the event Influencer Network and/or Influencer fails, neglects or refuses to perform any of the obligations hereunder or breaches any of the terms of this Agreement.

(b) **Taxes.** Influencer Network is solely responsible for the withholding and payment of all federal, state, and local income taxes, social security taxes, unemployment taxes, disability insurance, and similar items associated with the fee Influencer Network receives under this Agreement. Influencer Network shall hold Company harmless from and against any liability or costs incurred by Influencer or Company with respect to such taxes. The payment to be made by Company pursuant to Section 2(a) shall cover and include all applicable taxes payable by Company, including but not limited to value-

added tax, sales tax or analogous tax, stamp duty, tariffs, fiscal charges and other dues or any similar tax-related charges or levies of whatsoever nature imposed, levied or assessed by any governmental authority. In no event shall Company be required to pay any additional amount to Influencer Network. Influencer Network agrees to hold Company harmless from and against any liability or costs incurred by Influencer Network with respect to such taxes. Company does not provide any tax advice.

3. Intellectual Property Rights.

(a) **Grant of Rights.** Influencer Network shall ensure that the Content is posted on a continuous basis throughout the applicable Posting Term, License Period, or Whitelisting Period, whichever is longer, as set forth in Exhibit A unless otherwise requested in writing by Company. Influencer Network hereby grants to, or causes its Influencers to grant, Company an exclusive, worldwide, irrevocable, fully paid-up, and royalty-free right and license to use, reproduce, repost, adapt, publish, translate, distribute, transmit, share, and display the Content in Company's sole discretion, including, without limitation, Influencer's name, nickname, blog name, user handle, photo, image, and social media avatar and/or other likeness in connection with such Content (collectively, "**Influencer's Likeness**") during the License Period as set forth in applicable SOW on any and all media, including, without limitation, internet and digital media, including, without limitation, Company's owned and operated social media channels and platforms, including, without limitation, Facebook, Instagram, Twitter, Snapchat, YouTube and TikTok, as well as amplify and promote the Content via paid media, including, without limitation, via sponsored, promoted, and/or paid posts. Influencer Network further agrees that during the Whitelisting Period as set forth in applicable SOW, Company shall have the rights to "whitelist" and/or boost the Content on the Channel(s) the Influencer(s) use in posting the relevant Content via using the custom link, spark ads code, @mention feature and/or any other access rights or features granted to the Company by the Influencer Network and its Influencers as set forth in Exhibit A ("**Whitelisting Right**"), and Influencer Network agrees to provide Company with any applicable permissions that it needs to do so. Influencer Network agrees that itself and Influencers shall not use any of the Content except as set forth in this Agreement without Company's prior written consent, which may be withheld by Company in its sole discretion.

(b) **No Obligation to Take Down.** Influencer Network understands and agrees to ensure that, notwithstanding the Term or anything to the contrary stated herein, Company shall have no obligation following expiration of the last applicable term of the Posting Term or License Period or Whitelisting Period to take down, remove, or delete the Content (and/or Influencer's Likeness as used in connection with the Content) from Company's social media channels and that Company's usage rights hereunder will include the right to keep the Content archived on its social media channels after the last applicable term of the Posting Term or License Period or Whitelisting Period. Company shall not repost or highlight the initial post containing the Content after the last applicable term of the Posting Term or License Period or Whitelisting Period.

(c) **Reporting.** Influencer Network will, or will cause its Influencers to, provide social media analytics for all Content to confirm follower details, impressions, reach, and engagement no later than 30 days after Content is posted, and as otherwise set forth in the applicable SOW.

(d) **Fake Followers.** Influencer Network and its Influencers shall not (i) use any script, programmed, mechanical, click fraud, botnets, impression ladder ups, robotic, macro, automatic, or other automated means to increase post, Content, or Influencer engagement, likes, views, reach, impressions, followers, and other performance metrics ("**Engagement Metrics**"), (ii) pay or otherwise engage a third party to affect Engagement Metrics, or (iii) collaborate with other individuals or groups to affect Engagement Metrics, utilizing paid media amplification without Company's prior written consent. Influencer Network and its Influencers agree that, at any time (which can be during or after the Term), Company has the right to raise objections regarding the authenticity of Engagement Metrics and any

data under Services, decided including but not limited by Company itself and/or based on Company's agreed third-party measurement platforms' records. Upon Company's objection, Influencer Network and its Influencers shall provide Company with reasonable explanation and corresponding evidence to prove the authenticity of Engagement Metrics and any data under Services within three (3) natural days upon receiving the objection notice from Company. Influencer Network and its Influencers shall actively cooperate with Company to verify the Engagement Metrics and any data under Services (including but not limited to providing backend data, advertisement screenshots, and or any other applicable data). If Influencer Network and its Influencers fail to respond and provide reasonable explanation within the above specified time, it shall be deemed that Influencer Network acknowledges the corresponding allegation and accordingly constitutes a breach of this Section. Influencer Network and its Influencers agree that any data and/or record related to Engagement Metrics and Services shall be retained by Influencer Network and its Influencers for at least three (3) years or until the expiration of Term, whichever is later.

In the event of any dispute arising from the performance of Services rendered under this Agreement and/or any applicable SOWs that requires Influencer Network and its Influencers to provide any data (including but not limited to Engagement Metrics), Influencer Network and its Influencers agrees to unconditionally provide and/or procure the relevant social media platforms to provide such data and corresponding evidence to Company and/or other relevant third parties including but not limited to any judicial authorities, notary institutions, or appraisal institutions. If Influencer Network and/or Influencers fails to provide and/or fails to procure the relevant social media platforms to provide such data and corresponding evidence as stipulated in this Section, or if there are any discrepancies between the data provided by Influencer and Company, or if Company has any suspicion regarding the data provided by Influencer or relevant social media platforms, Influencer Network acknowledges and agrees that Company's data with regards to the aforementioned dispute shall prevail and the determination of whether Influencer Network and/or Influencers has violated this Section shall be solely based on Company's data.

(e) **Company's IP.** Company shall own and retain all right, title, and interest in and to any trademarks, trade names, service marks, logos, artwork, designs, copy, or other intellectual property owned by Company (collectively, "**Company IP**"). Company may provide Influencer Network or its Influencers with a limited license to use the Company IP solely in connection with Influencer Network's performance of the Services. Influencer Network or its Influencers shall have no right, title, or interest in or to the Company IP and no right to use any Company IP except as expressly set forth in this Agreement. Whenever Influencers use the Company IP in connection with this Agreement, Influencer Network ensures that they shall clearly and prominently indicate the ownership of the applicable Company IP by Company in a form designated by Company. All rights other than those expressly granted herein are reserved to Company. Influencer Network and/or its Influencers as well as their Affiliates shall not, during the Term and at any time thereafter, register, use, apply for, or attempt to register any trademark, trade name, service mark, logo, artwork, design, copy, or other intellectual property that is identical or confusingly similar to, or which could in any way infringe upon, the Company's IP.

Other than the permitted use under this Agreement and for the sole purpose of performance of Services stated herein, Influencer Network and its Influencer may not use any of the Company's IP and/or refer to Company and its Affiliates as a client, business partner or affiliate, or make any public announcement or statement regarding the relationship between the Parties without Company's prior written consent.

4. Content Guidelines. Influencer Network and/or its Influencers shall not submit or post any Content in connection with the Campaign that does not comply with the Content guidelines set forth in this

Section 4. Company shall have the right to reject Content and require that Influencer Network remove Content from any or all Channels if the Content:

- Violates or infringes the rights of any other party, including, without limitation, any intellectual property rights;
- Contains material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous, or libelous (as determined by Company in its reasonable discretion);
- Contains material that violates any law or regulation;
- Contains material that is false, inaccurate, or misleading;
- Contains hate speech or promotes bigotry, racism, hatred, or harm against any group or individual,
- Promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age;
- Contains material for which Influencer Network has been compensated or granted any consideration by any third party;
- Disparages Company or any other person or entity;
- Contains material not consistent with the image or values of Company; or
- Does not comply with word count, grammar, spelling, or other requirements or guidelines (e.g., tone, voice) provided by Company.

Company shall have the right to approve the dissemination of all Content, information, and public relations and promotional materials released by Influencer Network or its Influencers in connection with this Agreement. Without limiting the foregoing, Company shall have the right to inspect and reject any Content prior to posting by any Influencer and Influencer Network and its Influencers shall submit revised Content within twenty-four (24) hours upon Company's request. Influencer Network shall cause its Influencers to ensure a revision or deletion of the Content after posting immediately upon Company's request.

5. Representations and Warranties. Influencer Network, for itself and its Influencers represents and warrants that: (i) Influencer Network has the full right, power, and authority to enter into this Agreement and all SOWs, grant the rights granted herein, and fully perform its obligations hereunder without violating the rights of any third party; (ii) Influencer Network and its Influencers will provide Services in accordance with the specifications, criteria, timing, and other requirements set forth in this Agreement and any applicable SOWs and will keep the Content posted on the Channels on a continuous basis throughout the applicable Posting Term, License Period or Whitelisting Period, whichever is longer, as set forth in applicable SOW unless otherwise requested in writing by Company; (iii) each and every of the Influencer(s) to be engaged in relation to this Agreement and/or under relevant SOWs has attained the age of majority under all applicable federal, state, and local laws, regulations, administrative guidelines, orders, and ordinances; (iv) Influencer Network and its Influencers shall, at all times, act honestly, diligently and in good faith in the execution, performance, and enforcement of this Agreement and all SOWs, including but not limited to, Influencer Network and its Influencer will not engage and have not engaged in any fraud, impersonation or any other dishonest behavior; (v) to the extent that the Content is not wholly original to Influencer Network or the Influencer, Influencer Network or the Influencer has obtained all licenses, rights, consents, permissions, and releases necessary for the use of the Content (including with respect to any third parties appearing in the

Content); (vi) the Content and use of the Content as contemplated in this Agreement and all SOWs does not infringe or violate the rights of any third party, including, without limitation, any property rights, intellectual property rights, or right of privacy or publicity; (vii) the Content and Influencer Network's performance under this Agreement and all SOWs will comply with Company's Influencer Social Media Policy attached as Exhibit B, and with any other policies provided by Company; (viii) Influencer Network and its Influencers will comply with the terms of use and other policies of all websites and applications on which the Content is posted, including, without limitation, Facebook, Twitter, TikTok, YouTube, Snapchat, and Instagram; (ix) to the extent that social media analytics for Content is provided to Company from Influencer Network and its Influencers pursuant to Section 3(c) of this Agreement, such social media analytics is true and complete; (x) Influencer Network and its Influencers will not commit and has not committed any act which would bring Company into public disrepute, contempt, scandal, or ridicule, or which insults or offends the general community to which the Content is directed, or which injures the success of Company or any of Company's products or services or reduces the commercial value of Company's association with Influencer Network and/or its Influencers, including, without limitation, disparaging Company, its products or services, or other third parties whose goods and services are similar to Company (collectively, "**Similar Third Parties**"); (xi) the Content and Influencer's statements, posts, and feedback are true and accurately reflect Influencer's honest opinion and experience with Company and Similar Third Parties' products and/or services to the extent applicable; (xii) Influencer Network will properly manage the labour relationship with its Influencers and will actively handle and resolve any disputes, complaints or conflicts between itself and the Influencers to ensure such act will not create any adverse impact on the performance of Services, Company, any of Company's products or services or the commercial value of Company's association with Influencer Network and/or its Influencers; (xiii) Influencer Network and its Influencers will comply with all applicable federal, state, provincial and local laws, regulations, administrative guidelines, orders, ordinances, and industry standard practices, including, without limitation, all privacy and data security laws; and (xiv) Influencer Network shall ensure that all disclosures required by applicable laws, regulations, administrative guidelines, orders, ordinances and industry-standard practices appear clearly and conspicuously and in close proximity to any statements that Influencer makes about Company.

Influencer Network agrees to contractually require all Influencers to incorporate all disclosures required by applicable laws and regulations in all Content. Influencer Network further agrees to monitor the Content, require Influencers to remove and/or modify or terminate Influencers from the Campaign as necessary or required by Company when Influencers' Content does not comply with the above requirement. Influencer or Influencer Network's use of any Company's products shall be subject to additional terms and conditions, and Influencer may be required to sign additional releases as provided by Company. Influencer Network further represents and warrants that it will promptly pay all fees as agreed between itself and its Influencers related to the performance of this Agreement and/or any SOWs.

Influencer Network and/or Influencer's breach of the representations and warranties made in this Section shall be a material breach and shall be grounds for Company to immediately terminate this Agreement, without limiting any of Company's other rights or remedies hereunder or under laws. While Company may provide recommendations and options for disclosures, Company shall not be responsible for any failure by Influencer Network or its Influencers to comply with any applicable laws, regulations, administrative guidelines, orders, ordinances, and industry standard practices or any failure by Influencer Network or its Influencers to obtain third party clearances and permissions with respect to Influencer's posts. In no event will Company's approval of any Content or activities relieve Influencer Network of its responsibilities under this Agreement.

6. Morals. If Influencer Network and/or its Influencers has committed, commits, is accused of, is

reported to have done, or is arrested for any act that (a) is or shall be an offense involving moral turpitude under federal, state, or local laws, (b) brings Influencer Network or Company into public disrepute, contempt, embarrassment, scandal, or ridicule, as reasonably determined by Company, or (c) is reasonably likely to injure the success or damage the reputation of Company, or reduce the commercial value of Influencer Network's or Influencers' association with Company, as reasonably determined by Company, then at the time of any such act or at any time after Company learns of any such act, Company shall have the right, at its sole option, to immediately terminate this Agreement or any SOWs by written notice to that effect without cost or penalty. In the event of Company's termination according to the foregoing sentence, without limiting any other rights or remedies of Company, Company shall be entitled to a full refund of (or shall be entitled to withhold, to the extent not yet paid) a pro-rata portion of the fees reflecting the loss of Company's rights hereunder.

7. Non-compliance.

(a) Any of the following events will be considered as a material breach of this Agreement:

- i. a breach by Influencer Network or its Influencers of any material obligation under this Agreement (including but not limited to Influencer Network's or an Influencer's any of the obligations under Section 3 (Intellectual Property Rights) and Section 10 (Confidential Information) and/or any of the representations and warranties included in Section 5 (Representations and Warranties) or in this Agreement;
- ii. Influencer Network or its Influencers fail to deliver and publish qualified Content within the time limit required by Company, fail to provide Services under any agreements referenced in the preamble to this Agreement, or the Content fails to meet the requirements of Company;
- iii. except with Company's prior written consent, Influencer Network assigns or subcontracts any rights or obligations granted or imposed upon it under this Agreement;
- iv. Influencer Network or its Influencers commit any act which brings Company into public disrepute, contempt, scandal, or ridicule, or which insults or offends the general community to which the Campaign or Company's other advertising materials are directed, or which might tend to injure the success of Company or the Campaign.

(b) For any material breach of this Agreement by Influencer Network or Influencers, Company may take any or all of the following actions:

- i. unilaterally notify Influencer Network to terminate this Agreement (in whole or in part) and any/all Services under any agreements referenced in the preamble to this Agreement immediately, and request Influencer Network to compensate all losses and fees incurred therewith, Company shall have no other obligation for any compensation, liquidated damages or other fees;
- ii. cancel Influencer Network's qualification for participating and applying to any activity or rule of Company, its Affiliates and Company's brand, turn down the rating of Influencer Network therein;
- iii. in Company's sole discretion, withhold payment of any or all fees to Influencer Network for any Services performed; Company shall not have any obligation to pay any fee related to any/all Services;
- iv. require Influencer Network to bear overdue liquidated damages based on fee of corresponding Services at a rate of 0.5% per day;
- v. request Influencer Network and/its Influencers to immediately stop the breach and/or cure the breach (to the extent curable), take all reasonable steps to mitigate losses arising from such breach,

and continue to perform their obligations; with regard to the breach of above Section 7(a)ii, Influencer Network shall make up for such Campaign and Content, which channel, time and format shall equal or better than original ones, and must obtain Company's prior confirmation, otherwise shall be deemed as failing make up;

vi. require Influencer Network to pay Company 30% of the total fees under all Services. The Parties agree that the damages sustained by Company due to Influencer Network's breach shall be difficult to ascertain and that such liquidated damages provided herein are a reasonable estimate of the actual damages that would result from such breach. If the liquidated damages are insufficient to compensate Company's losses, Influencer Network shall make up for the full amount.

(c) Unless otherwise agreed in this Agreement, if Influencer Network breaches any obligations, representations and warranties as set forth in this Agreement, Company shall be entitled to take any or all of the following actions: (i) unilaterally notify Influencer Network to terminate this Agreement (in whole or in part) and any/all Services under any agreements referenced in the preamble to this Agreement immediately; (ii) request Influencer Network and/its Influencers to immediately stop the breach and/or cure the breach (to the extent curable) and take all reasonable steps to mitigate losses arising from such breach; (iii) in Company's sole discretion, withhold payment of any or all fees to Influencer Network for any Services performed; (iv) require Influencer Network to pay Company 20% of the total fees under all Services. The Parties agree that the damages sustained by Company due to Influencer Network's breach shall be difficult to ascertain and that such liquidated damages provided herein are a reasonable estimate of the actual damages that would result from such breach. If the liquidated damages are insufficient to compensate Company's losses, Influencer Network shall make up for the full amount.

(d) Influencer Network, for itself and its Influencers agrees that the amounts of any compensation referred to as liquidated damages herein and in any other Sections of the Agreement shall constitute liquidated damages and not penalties, are non-exclusive remedies and are in addition to all other rights of the Company. Both Parties acknowledge and agree that the liquidated damages are arrived upon Parties' negotiation at arm's lengths. Company reserves the right to deduct any fee, liquidated damages, or any other amounts payable by the Influencer Network pursuant to this Agreement from any outstanding invoices.

(e) Both Parties acknowledge that in actual business operations, there may be delays in discovering any breach of this Agreement by the Influencer Network and/or its Influencers. Influencer Network, acknowledges and confirms that if the Company becomes aware of any actual or potential breach of the Agreement during or after the Term (which can be prior to or after the Company has paid the fee pursuant to Section 2(a) above), Company reserves the right to provide written notice to the Influencer Network regarding the breach and the corresponding liquidated damages and/or compensation. Influencer Network must respond within three (3) business days upon receiving the Company's written notice, either via email or through other mutually agreed-upon communication methods. If Influencer Network objects to the alleged breach, Influencer Network must provide true, accurate, and sufficient evidence recognized by the Company to rebut any claim of breach. Otherwise, Influencer Network acknowledges and confirms amount of liquidated damages and compensation claimed by the Company. Furthermore, without affecting any other Company's rights under this Agreement, Company has the authority to immediately suspend payment of any and all fees from the date it discovers or suspects that the Influencer Network and/or its Influencers has breached the Agreement. Company is not obligated to bear any interest losses due to late payment, nor does it need to compensate the Influencer Network for any resulting or related losses during this payment suspension period. If any fee (in whole or in part) has been paid, Company shall have the right to request Influencer to refund such fee to Company immediately upon receipt of written notice from Company.

8. Indemnification. Notwithstanding any other provision in this Agreement, in the event of any pending or threatened action, claim, cause of action, complaint, demand, proceeding, or suit (including any pending or threatened third party action, claim, cause of action, complaint, demand, proceeding, or suit) (collectively, a “**Claim**”) arising (in whole or in part) from Influencer Network’s (and/or its Influencers’) negligence, willful misconduct, and/or breach of any provision, obligation, representation, or warranty in this Agreement, Influencer Network agrees to defend, compensate, indemnify, and hold harmless Company and its Affiliates, and each of their respective officers, directors, employees, representatives, business partners, and agents (collectively, the “**Indemnified Parties**”), from and against any and all costs, harm, charges, damages, judgments, awards, fines, obligations, liabilities, losses, and expenses (including without limitation all legal costs and attorneys’ and professional fees) (collectively, “**Losses**”) arising from the Claim. The Indemnified Parties may, at their option, assume the defense, settlement, or other resolution of a Claim through counsel of their own choosing and seek reimbursement for attorney’s fees, costs, and other Losses from Influencer Network.

Influencer Network acknowledges that Company (i) has no control over and is not responsible for any materials used in the Content or any media and/or other third-party re-posts or other republication of the Content or Influencer’s Likeness, and (ii) shall have no obligation to recall or remove any Content. Influencer Network assumes all risk of injury, property damage, death, or illness resulting from or arising out of Influencer Network’s and Influencer’s performance of the Services and fully releases and discharges the Company from any and all Losses and/or Claims arising from Influencer Network’s and Influencer’s performance of the Services. Company shall not be liable for any indirect, consequential, or exemplary damages (including but not limited to lost profits); however, to the extent any liability is found owing by a court of competent jurisdiction, any aggregate liability of Company under this Agreement and/or all SOWs shall not exceed the fees paid to Influencer Network under this Agreement.

9. Insurance. Influencer Network shall procure and maintain (at its own cost and expense), at all times during the Term of this Agreement, medical and professional insurances, as well as insurance covering its liabilities as laid down in this Agreement. Upon Company’s request, Influencer Network will deliver to Company valid insurance certificates (in form and substance reasonably satisfactory to Company) evidencing the insurance coverage required hereunder.

10. Confidential Information. Influencer Network shall hold in strict confidence and shall not use, disclose or utilize in any other way without Company’s prior written consent, any information, documents, data, materials, disclosed or revealed to Influencer Network by Company during the negotiation, consultation, signing and performance of this Agreement and/or in connection with this Agreement and/or any applicable SOWs (collectively, “**Confidential Information**”), except to the extent that such information (i) was known on a nonconfidential basis by Influencer Network prior to Company’s disclosure, (ii) is in the public domain through no fault of Influencer Network, or (iii) is later lawfully acquired by Influencer Network from sources other than Company. Influencer Network agrees to take measures to protect Confidential Information, and the confidentiality measures should be equal or stricter than the level of protection measures Influencer Network takes to protect its confidential information.

Unless otherwise agreed by Parties, Company shall at any time, have the right to require Influencer Network to promptly return or permanently delete any Confidential Information provided to Influencer Network by Company. Influencer Network shall provide Company with a written confirmation of the return, destruction or deletion of such Confidential Information accordingly.

11. Relationship of Parties. The relationship between the Influencer Network and its Influencers, on the one hand, and Company, on the other hand, is that of an independent contractor. Influencer Network and/or Influencer shall not be considered an employee of Company for any purpose. Influencer

Network and/or Influencer is not entitled to receive or participate in any medical, retirement, vacation, paid or unpaid leave, or other benefits provided by Company to its employees.

12. Exclusivity. During the Exclusive Period (as defined in any applicable SOWs), Influencer Network or its Influencers will not serve as spokesperson for, endorse, or perform any services (including social media services) for any Similar Third Parties as set forth in any applicable SOWs, and shall not appear in, perform on-camera or voice-over services for, or otherwise participate in any advertising, promotional, or marketing activities for Similar Third Parties brands.

13. Term and Termination

(a) **Term.** This Agreement shall commence on the Effective Date and continue in full force and effect for twelve (12) months. (the “**Term**”) unless earlier terminated as set forth herein. Unless otherwise provided in the SOW, the term of each SOW shall commence on the SOW effective date and continue in full force and effect until the end of the last applicable term of the Posting Term or License Period or Whitelisting Period as specified in the applicable SOW. For the avoidance of doubt, this Agreement shall not automatically expire on expiry of the term of any SOWs where the term of the SOW is less than the Term. The Parties agree that if the term of any SOWs expires after the Term of this Agreement, the Term of the Agreement shall automatically be extended to the same term of any such SOW.

(b) **Termination.** Company shall have the right to terminate this Agreement for convenience and without liability upon three (3) days’ written notice to Influencer Network. In the event of termination under this Section, Company shall pay Influencer Network on a pro-rata basis for those Services rendered through the effective date of termination (and any overpayments shall be promptly refunded by Influencer Network).

(c) **Survival.** The rights and obligations contained in Sections 3, 4, 5, 6, 7, 8, 10, 11, 12, 13(c), 14, 15, 16, 17, 18 and 19 will survive any termination or expiration of this Agreement, as shall any rights and obligations that expressly survive or should reasonably be expected to survive.

14. Injunctive Relief. In the event of a breach of this Agreement by Company, Influencer Network and Influencer’s sole remedy shall be to seek monetary damages and in no event will either Influencer Network or Influencer have the right to seek injunctive relief. Influencer Network acknowledges that a breach of this Agreement would cause Company irreparable harm which would be impossible to calculate or to remedy via monetary damages and therefore in the event of any such breach, Influencer Network acknowledges that Company may obtain injunctive relief without having to post a bond in order to do so.

15. Anti-Bribery and Anti-Corruption.

(a) Influencer Network acknowledges that it, its Affiliates, its and its Affiliates’ manager, partner, director, legal representative, shareholder, advisor, counsel, agent, employee (whether full-time, part-time or temporary), worker, contractor and all person assisted Influencer Network and its Affiliates in performing this Agreement (together, the “**Influencer Network Associated Person**”) is aware of, understands, and has complied and will comply with this Section 15 Anti-Bribery and Anti-Corruption, all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, and similarly applicable anti-corruption and anti-bribery laws (“**Anti-Corruption Laws**”).

(b) Influencer Network shall, and shall procure all Influencer Network Associated Person to comply with this Section 15 and, other than those stated in the Agreement, not make, retain or seek to make

or retain any profit or business and commercial advantage through Company, its Affiliates, its and its Affiliates' counsel, advisor, agent, employee (whether full-time, part-time or temporary) and worker (together, the "**Company Related Party**") and their "associated persons", who previously had or has a close personal or business relationship with any Company Related Party, including but not limited to their spouses, relatives, couples, teachers, mentors, students, friends, colleagues, former colleagues, partners, investors, counsels, advisors, agents, intermediary service providers, no matter such profit or business and commercial advantage is the result of their personal relationship, influence or improper action or not. Influencer Network and its Affiliates shall be jointly and severally liable for any noncompliance of Influencer Network Associated Person, no matter such noncompliance is performed for the execution of this Agreement or after the execution of this Agreement.

(c) Influencer Network represents that Influencer Network, Influencer Network Associated Person and any one acting on their behalf have not or will not give, offer, agree, acquiesce, endorse or promise to give, or authorize the giving directly or indirectly, of any money or other thing of value, including travel, entertainment, coupon, stock, dividend, securities in any form including equity or bond, virtual asset, rebates, consumption arrangements, property borrowing, debt deduction, fee reduction, labor service, employment opportunity, fixed assets, medical treatment, education opportunity, titles, qualification, permit, license, special treatment, or gifts (together, the "**Benefits**"), to anyone as an unlawful inducement or reward for favorable action or forbearance from action or the exercise of unlawful influence, including, without limitation, to (i) Company Related Party and their associated persons; (ii) any governmental official or employee (including employees of government-owned and government-controlled corporations or agencies or public international organizations); (iii) any political party, official of a political party, or candidate; (iv) an intermediary for payment to any of the foregoing; or (v) any other person or entity in a corrupt or improper effort to obtain or retain business or any commercial advantage, such as receiving a permit or license, or directing business to any person. Improper payments, provisions, bribes, kickbacks, influence payments, or other unlawful provisions to any person are prohibited under this Agreement.

(d) Influencer Network represents that Influencer Network and Influencer Network Associated Person have not and will not, other than those stated in the Agreement, have economic dealings of any form (including but not limited to loans, investments, leases, guarantees and mortgages) or cooperation (including but not limited to shareholding, consulting, employment) with Company Related Party and their associated persons in any name.

(e) Influencer Network and Influencer Network Associated Person shall not provide any form of assistance to Company Related Party and their associated persons to seek, obtain, cover up, or conceal the Benefits, including but not limited to intermediary mediation, trusteeship, lending accounts, destroying vouchers, fabricating facts, concealing assets and other behaviors and providing convenient conditions to carry out the aforementioned behaviors.

(f) Influencer Network and Influencer Network Associated Person shall (i) cooperate with and attend the investigation and interviews of Company or its Affiliates, and provide all relevant information and assistance (including but not limited to providing details of relevant accounts and supporting materials); and (ii) cooperate with Company and its Affiliates in any compliance audits and investigations.

i. If Influencer Network and Influencer Network Associated Person (i) refuse to cooperate, or refuse to disclose such information or materials as required by Company or its Affiliates; (ii) fail to provide reasonable explanations within the specified period; or (iii) the evidence and materials provided is insufficient to prove that there is no noncompliance act, Company has the right to directly determine that Influencer Network has violated the terms of this Section and has committed a breach of contract.

ii. Influencer Network warrants and agrees to (i) be responsible for all information provided by Influencer Network Associated Person during investigations or interviews and that such information provided will be true, legal, valid, and does not contain any false content; and (ii) keep confidential and procure Influencer Network Associated Person to not disclose any information relating or arising out of any investigation, interview or assistance process to any third party in any form without prior written of Company and its Affiliates.

(g) If Influencer Network or Influencer Network Associated Person becomes aware of any Company Related Party and their associated persons who have solicited or accepted Benefits, Influencer Network should report it to Company in a timely manner and provide relevant evidence. Influencer Network shall actively cooperate if Company requires Influencer Network to provide further information and materials through Company's designated channels.

(h) Influencer Network hereby represents and warrants that Influencer Network, its Affiliates and Influencer Network Associated Person have not engaged in any action that is not in conform of this Section 15 during any cooperation that is fulfilled, unfulfilled, in the bidding process or currently undergoing.

(i) It is acknowledged and agreed that Company has always had zero tolerance for commercial bribery as which will seriously disrupt the business order and damage the business environment. Any noncompliance of this Section 15 will cause serious damage on Company and its Affiliates and that in response to any noncompliance, Company shall have the right to take any or all of the following actions: (i) immediately cancel Influencer Network's bidding qualification; (ii) immediately suspend or terminate this Agreement and part or all of the Services; (iii) withhold payment of any and all outstanding invoices; (iv) without limiting Company's right of Influencer Network's compensation of Company's any and all Losses, require Influencer Network or its Affiliates to pay, as liquidated damages, 30% of the total fees under all Services. The Parties agree that the damages sustained by Company due to Influencer Network's breach of the provisions of this Agreement shall be difficult to ascertain and that such liquidated damages provided herein are a reasonable estimate of the actual damages that would result from such breach. This Section 15 shall take precedence over other Sections of this Agreement.

16. Governing Law and Dispute Resolution.

(a) This Agreement and all SOWs entered into pursuant to this Agreement shall be governed by and construed in accordance with the substantive laws of England and Wales, without regard to its choice of law provisions. Any dispute arising out of or in connection with this Agreement and all SOWs, including the existence, breach, termination, validity, interpretation, performance and enforcement thereof ("**Dispute**") shall be resolved in accordance with the procedures specified in this Section 16, which shall be the sole and exclusive procedures for the resolution of any Dispute.

(b) Both Parties agree that, upon written notice of any Dispute, which sets out its nature and full particulars together with relevant supporting documents ("**Notice**"), the Parties shall attempt to resolve any Dispute promptly and in good faith by confidential negotiation between executives who have authority to settle the Dispute and who are - subject to the Parties' agreement - at a higher level of management than the persons with direct responsibility for administration or performance of this Agreement and all SOWs.

(c) If the Dispute has not been settled pursuant to Section 16(b) within thirty (30) days of the date the Notice under Section 16(b) was deemed received, or within such other period as the Parties may agree in writing, then the Parties will refer the Dispute to mediation under the International Chamber of Commerce ("**ICC**") Mediation Rules. Unless otherwise agreed between the Parties within fourteen (14)

days of referral of the Dispute to mediation, the mediator will be nominated by the ICC. All communications during the negotiation and mediation pursuant to Section 16(b) and this Section 16(c) are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality and professional secrecy protections provided by applicable law.

(d) If the Dispute has not been settled pursuant to Section 16(c) within sixty (60) days following the filing of a request for mediation or within such other period as the Parties may agree in writing, such Dispute shall thereafter be finally settled under the Rules of Arbitration of the ICC. There shall be three (3) arbitrators, one nominated by the initiating Party in the request for arbitration, the second nominated by the other Party within thirty (30) days of receipt of the request for arbitration, and the third, who shall act as presiding arbitrator, nominated by the two Parties within thirty (30) days of the appointment of the second arbitrator. If any arbitrators are not nominated within these time periods, the President of the ICC International Court of Arbitration shall make the appointment(s). Judgment upon the award(s) rendered by the arbitrators may be entered in any court having jurisdiction thereof. The place or legal seat of arbitration shall be London. The language of the arbitration shall be English. The Parties undertake to keep confidential all awards in the arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another Party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a Party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. The arbitral tribunal shall have the power to rule upon any challenge to its jurisdiction. Any award(s) rendered by the arbitral tribunal shall be final and binding on the Party, and each Party hereby waives to the fullest extent permitted by law any right it may otherwise have under the laws of any jurisdiction to any form of appeal or collateral attack. This arbitration agreement and any Dispute shall be governed by English law.

(e) Unless otherwise provided in this Agreement, all costs and expenses of the arbitrators, tribunal-appointed experts and the ICC shall be borne by the Parties involved in the arbitration equally, and each Party involved in the arbitration shall bear the costs and expenses, including attorneys' fees, of its own counsel, experts, witnesses and preparation and presentation of its case.

(f) [Intentionally Deleted]

17. Force Majeure. Company shall not be liable or responsible to Influencer Network, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from circumstances beyond the reasonable control of Company including, without limitation, the following force majeure events: acts of God; flood, fire, earthquake, or explosion; governmental order or law; war; actions, embargoes, or blockades in effect on or after the date of this Agreement; strikes, labor stoppages or slowdowns or other industrial disturbances; hostilities; terrorist threats or acts; riots or other civil unrest; national emergency; revolution; insurrection; epidemic, pandemic or similar influenza or bacterial infection; shortage of adequate medical supplies and equipment; lockouts; or telecommunication breakdown, shortage of transportation facilities, or power outage; and other similar events beyond the reasonable control of the Company.

18. Miscellaneous. This Agreement, together with any authorized and duly executed exhibits, and/or SOWs entered into pursuant to this Agreement, or any amendment or modification hereof or thereof, sets forth the entire agreement of the Parties with respect to the subject matter hereof, may not be changed except by an instrument in writing signed by both Parties. No amendment to or modification of this Agreement is effective unless it is in writing, and signed by an authorized representative of each Party. No waiver by either Party of one or more defaults by the other in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default

or defaults whether of a like or different character. No waiver shall be effective unless it is in writing and signed by the waiving Party. Influencer Network, and cause its Influencer to further agree to cooperate fully with and provide necessary assistance to the Company without further compensation, to assert or defend any claim, demand, action, dispute or proceeding arising out of or relating to any subject matter of this Agreement, including the rights, title, and interest in and to the Content, and/or (if applicable) grant of rights of the Content. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements and understandings between the Parties, verbal or written, with respect to its subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any specific situation or jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable this Agreement in any other situation or jurisdiction. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Each Party agrees that this Agreement and any other SOWs to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such SOWs are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. This Agreement may be signed by each party in turn by scanning and sending via email. All applicable SOWs entered into pursuant to this Agreement, shall be effective after Influencer Network communicates its response in accordance with Section 1(ii). The headings preceding the text of the Sections of this Agreement are inserted solely for convenience and ease of reference only and shall not constitute any part of this Agreement, or have any effect on its interpretation or construction.

19. Priority. In the event of a conflict between this Agreement and any SOWs entered into hereunder, the terms of this Agreement shall prevail over other conflicting terms including in any SOWs. Notwithstanding the foregoing order of precedence, if an SOW explicitly identifies a provision in this Agreement that the Parties expressly intend to be superseded or modified by such provision in the SOW, the provision in the SOW shall take precedence for purposes of that SOW only as long as the SOW is duly executed by authorized representatives of both Parties.

20. Payment Information. Payment under this Agreement shall be made to the bank account of Influencer Network or otherwise designated by Influencer Network set forth below.

Beneficiary name: NICKNAME MANAGEMENT SL

Beneficiary IBAN: ES03 0081 5107 1100 0159 1465

Beneficiary address: CALLE SEVERO OCHOA, NUM 44, PLANTA 1, PUERTA 2, EDIFICIO A COMPLEJO VIA PARQUE (E.P.E)

Beneficiary bank name: Banco Sabadell

Beneficiary bank address: Oscar Espla Avenue, 37 , Alicante, Spain

SWIFT CODE: BSABESBBXXX

The Parties confirmed the settlement currency in EUR. Influencer Network confirms the above account information and agrees that Company shall never be responsible for any loss or damages if the above account information is incorrect or the account is not valid or not in good standing to receive the payment.

21. Email Communication. For the purposes of this Agreement and any applicable SOWs but subject to Section 1(ii), emails made to or from an email address set out in the contact email(s) corresponding to Influencer Network or Company in the Preamble of this Agreement shall be deemed to be made to or from Influencer Network or Company (as applicable).

The Parties have caused this Agreement to be executed by their authorized representatives:

AGREED AND ACCEPTED:

Influencer Network: NICKNAME MANAGEMENT SL

By:

Print Name: Diego Moreno Pastor

Title: Director

Date:

Company: Whaleco Technology Limited

By: 

Print Name: Qin Sun

Title: Director

Date: 10-14-2024

EXHIBIT A

STATEMENT OF WORK

CAMPAIGN NAME

NAME OF INDIVIDUAL INFLUENCER(S)

Influencer's name:

Social media account:

Link to the page of the social media account:

CONTENT

Post one video no less than ____ seconds on Influencer's Channel;

Mention @shoptemu in the video description;

Include hashtags (#shoptemu, #temustyle, #temubaes) in the video description;

Add custom link to TEMU website and the exclusive code in the Channel bio for the duration of the campaign

SCOPE OF EXCLUSIVITY; LIST OF SIMILAR THIRD PARTIES; EXCLUSIVE PERIOD

DELIVERY SCHEDULE

APPROVED DISTRIBUTION PLATFORMS/CHANNELS

POSTING TERM

_____, commencing on the date the Content is first posted by Influencer on its Channel(s).

LICENSE PERIOD

For a period of _____ months, commencing on the date the Content is first posted by Influencer on its Channel(s).

WHITELISTING PERIOD

For a period of _____ months, commencing on the date the Content is first posted by Influencer on its Channel(s).

PRODUCTION AND DELIVERY SPECIFICATIONS AND REQUIREMENTS

ADDITIONAL SERVICES

FEE; INVOICE SCHEDULE; PAYMENT SCHEDULE

Subject to the terms and conditions of the Master Influencer Network Agreement, Company will pay _____INFLUENCER NETWORK/INFLUENCER NETWORK'S DESIGNATED AGENT/PERSON _____ a total fee of _____ , in consideration of the complete and satisfactory performance of the Services provided herein. The invoice shall be issued by _INFLUENCER NETWORK_____ after publication of all Content.

Payment will be made through a wire transfer to the account designated by Influencer Network under Section 20 of the Master Influencer Network Agreement within 30 days after Company's receipt of the invoice.

Any additional fees beyond those described above are subject to Company's prior written approval in each case (including, without limitation, reimbursement for any travel or other expenses incurred by Influencer hereunder). **Influencer Network confirms the above account information and agrees that Company shall never be responsible for any loss or damages if the above account information is incorrect or the account is not valid or not in good standing to receive the payment.**

EXHIBIT B

Company's Social Media Influencer Policy

Company believes in full, fair and effective disclosures of material facts relating to Influencer's relationship with Company in accordance with applicable laws and regulations. As such, Company requires that all Influencers adhere to the following guidelines (the "Guidelines") when blogging, tweeting or otherwise publishing content about Company's products or services (the "Products/Services"), as well as any other guidelines provided to Influencer by Company.

1. Disclose Connection to Company - When posting about the Company or the Company's products or services, Influencer must clearly disclose Influencer's "material connections" with the Company, including the fact that Influencer was afforded any consideration from the Company or is being paid for a particular service. "Material connections" are defined as any connection between an Influencer and a company that could affect the credibility consumers give to the Influencer's statements. Important examples of "material connections" include payments or other monetary compensation, loaner or free products and services, gifts and rewards, special access privileges and other incentives provided by a company to a Influencer.

2. Maintain Clear and Prominent Disclosure - The above disclosure should be made in close proximity to any statements that the Influencer makes about the Company or the Company's products or services. This disclosure should be clear and prominent enough for consumers to view it when they are reading Influencer's posts. This means that the disclosure should not be buried behind links or in the Terms and Conditions (or in similar documents). In addition, the consumer should not be required to click on, scroll down or mouse over a link in order to view the disclosure. This also means that the disclosure should not be placed below the "more" button or in a "jumble of hashtags" that readers are not likely to read. When determining where to place a disclosure, consider the following:

- A disclosure is required regardless of the space limitations of the medium (e.g., Twitter, Instagram), where the disclosure can be made via hashtags, such as #sponsored, #paid or #ad.
- Hashtags such as #partner or #thanks without further context are unlikely to be considered sufficient. When in doubt, please consult Company.
- For Instagram, the disclosure should appear in the first two (2) lines of the post and above the "more" button.
- Please do not rely solely on social media "paid partnership" or "handshake" tools. A clear and conspicuous disclosure must be included in the copy or, in the case of Instagram Stories or Snapchat Stories, superimposed on the image. When in doubt, please consult Company.
- For longer posts (e.g., blogs), the disclosure should appear closer to the top of the post and not be buried at the bottom of the post or after blocks of text that consumers are unlikely to read.
- On Snapchat, TikTok and Instagram stories, the disclosure can be superimposed over the visuals in a clear and conspicuous manner.
- In video or YouTube posts, the disclosure should appear in the video itself at the beginning of the video (note that this disclosure may also appear in the description box "above the fold" provided it also appears in the video itself).
- Visual disclosures must stand out and be on the screen long enough to be noticed, read and understood.
- As a best practice, include multiple disclosures throughout the course of the video (or one continuous disclosure). On YouTube, a visual disclosure that is obscured by ads will not be clear and conspicuous.

3. Give Your Honest and Truthful Opinions – Influencer's statements should always reflect Influencer's honest and truthful opinions and actual experiences. However, we do ask that all blog entries, Facebook posts, tweets, and/or comments be in good taste and free of inappropriate language and/or any content that promotes bigotry, racism or discrimination against an individual based on race, gender, religion, nationality, disability sexual orientation or age.

4. Only Make Factual Statements That Are Truthful and Can Be Verified - In an effort to accurately relay brand names, product attributes and program information, please refer to all Company-provided materials, if available, when developing content pertaining to Company or Company's products. Most importantly, Influencer should only make factual statements about Company or Company's product's characteristics or quality which Influencer knows for certain is true and can be verified. For example, Influencer should not make statements about the performance of a product unless Influencer has support for such claims.

5. Respect Intellectual Property Rights - Intellectual Property is the group of legal rights to works that people create or invent. Intellectual property rights typically include copyright, trademark, and trade secret rights, as well as the right to use someone's name, likeness or voice. Examples include photographs, videos, music, trademarks/logos, personal names/likenesses (including celebrities' names/likenesses), and writings. Influencer should never post or share any content that violates or infringes the intellectual property rights of any third party. If Influencer is unsure about a work, particularly in instances where a work includes a third-party's trademark/logo, or music, film or television clips, or a celebrity's name, photo or image, Influencer should check with Company before using the work. A good rule of thumb is, if in doubt, do not post it.

6. Do not exhort to children – Influencers must avoid making statements in Posts which encourage children to buy, or persuade an adult to buy for them, any Product or Service.

7. Comply with other policies and laws – Influencer should comply with all applicable laws, rules and regulations, as well as the terms, conditions, guidelines and policies of any social media platform or service that Influencer uses in connection with the Services.

8. Do not alter – Influencer should not alter or modify any logo, image, copyright or trademark provided by the Company if Influencer chooses to include such item in a blog entry, post or tweet.

9. Do not be Inappropriate - Influencer should not associate Company or any of Company's products or services with any inappropriate or controversial content that would reflect poorly upon Company or the Campaign.

10. Respect Confidentiality - During Influencer's time working with Company, Influencer may learn of confidential information that is not yet public. Influencer shall take all necessary precautions in handling the confidential information and limit disclosures on a strict need-to-know basis. In the event Influencer has any questions regarding the confidentiality of specific knowledge obtained at the event, Influencer should reach out to the appropriate contact at the Company before sharing the information.

PLEASE NOTE THAT COMPANY RESERVES THE RIGHT TO MONITOR INFLUENCER NETWORK AND/OR INFLUENCER'S COMPLIANCE WITH THESE GUIDELINES AND TO TERMINATE INFLUENCER NETWORK'S AND/OR INFLUENCER'S PARTICIPATION IN THE CAMPAIGN IN THE EVENT OF ANY NONCOMPLIANCE.