

COMPANY

TALENT

CREATOR ID

Reference is hereby made to that certain agreement (the "Underlying Agreement") between the Talent and Company with respect to Talent's services for Company in connection with the Program. The Underlying Agreement and this Rider constitute the "Agreement" between the Company and Talent. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following:

1 RIGHTS: All rights of every kind in and to all materials made by Talent hereunder (excluding materials provided by or on behalf of Company ("Company Materials")) are and shall remain solely owned by Talent.

2 PAYMENT: Unless an earlier time frame is provided for in the Underlying Agreement, Company shall pay all fees due to Talent within sixty (60) days of Talent's completion of services in connection with the Program. If Company is an agency, Talent's right to payment shall not be contingent upon Company's receipt of payment from the applicable advertiser.

3 CREDIT: Company shall accord Talent credit in all public-facing aspects of the Program that incorporate Talent's services. Company shall either (i) issue that credit through Creators Guild of America's verification system, or (ii) authorize and confirm the credit Talent submits through that system, in each case accurately reflecting the work Talent performed. Company shall not withhold authorization of accurate credit.
(creatorsguildofamerica.org/credits)

4 RESTRICTIONS:

- a. Company will not license, use, exploit or otherwise make any reproduction whatsoever, in whole or in part, of or from Talent's performance, deliverables, provided materials, and services under the Agreement (and/or otherwise utilize Talent's name, voice, likeness, and/or personal indicia) (collectively, "Talent's Likeness"), other than via the mutually agreed upon usage mediums for the agreed upon usage period. Company shall not have the right to whitelist or boost any of Talent's social media posts or the deliverables without Talent's prior written consent.
- b. There will be no use of Talent's Likeness in connection with packaging materials, merchandising, or commercial tie-in without Talent's prior written consent in each instance.
- c. Company will not use Talent's Likeness for the purpose of training internal or external artificial intelligence models, algorithms, or systems, nor in the creation,

development, or enhancement of any derivative works, whether for commercial or non-commercial purposes, without Artist's approval in each instance.

5 REVISIONS; APPROVALS:

- a. All materials incorporating Talent's Likeness, and the permitted usage thereof, shall be subject to Talent's prior written approval in each instance, and Talent shall have approval over the content and timing of any social media post required under the Agreement.
- b. Company and Talent shall have mutual approval over the dates, times, locations, and activities occurring at any appearances (to the extent applicable).
- c. Company shall not be entitled to more than two (2) rounds of conceptual revisions without additional payment and shall not be entitled to any re-shoots unless Talent is in material non-compliance with mutually agreed upon creative guidelines provided to Talent in writing.
- d. Content approvals shall not be unreasonably withheld, delayed, or conditioned by Company.

6 COMPANY ANALYTICS: Upon Talent's request, Company shall send performance data in connection with Talent's services (e.g., conversion info, website traffic, and analytics from posts) within thirty (30) days of such request.

7 REPRESENTATIONS AND WARRANTIES: Company represents and warrants that: (a) Company has the right and authority to enter into the Agreement and (b) Company's products and services and Company's activities under the Agreement (including instructions and Company Materials) (i) will comply with all applicable laws, rules, and regulations (including all labor laws), as well as all terms of service and other applicable policies of any social media platform used by or on behalf of Company and (ii) will not violate, misappropriate or infringe the rights of any third party, including patent, copyright, trademark, and other intellectual property, proprietary, and contractual rights. Company's representations and warranties shall survive the termination or expiration of the Agreement.

8 INDEMNITY:

- a. Company will indemnify, defend and hold harmless Talent from and against any and all damages, costs, expenses, liabilities, claims and causes of action of any kind whatsoever (including, without limitation, attorneys' fees and costs) suffered or incurred by Talent, arising out of or resulting from any claim based upon: (a) breach of the Agreement by Company, (b) any failure by Company to comply with FTC guidelines and regulations, and/or (c) the operation of Company's business, any claims or representations made by Company and/or any aspect of Company's products and services, including but not limited to any claims of violation of law or product liability claims. Company's indemnity obligations shall survive the termination or expiration of the Agreement. There shall be no limitations of liability with respect to the foregoing indemnity.
- b. Talent will not be obligated to indemnify Company for any claim or liability which is a result of Company's negligence, misconduct, or breach of the Agreement.

9 PREVAILING PARTY: Notwithstanding anything to the contrary, if Talent prevails in connection with a claim arising out of or relating to Company's failure to pay amounts due to Talent or Company's unauthorized use of Talent's Likeness, then Talent shall be entitled to recover from Company all attorneys' fees, costs, and expenses incurred in connection with such action.

10 LIMITATION OF LIABILITY: Excluding Company's indemnity obligation, in no event will either party's liability arising out of or relating to this Agreement exceed the amounts paid (or payable) to Talent.

11 TERMINATION FOR CONVENIENCE: If Company terminates the Agreement without cause, (i) more than (7) days prior to a deliverable's anticipated post date, then Company shall pay Talent fifty percent (50%) of the fee for all cancelled deliverables within ninety (90) days of the date of such termination; or (ii) seven (7) days or less prior to a deliverable's anticipated post date, then

Company shall pay Talent one hundred percent (100%) of the fee for such cancelled deliverables within ninety (90) days of the date of such termination.

12 CONFIDENTIALITY: Talent may disclose the terms of this Agreement (a) to Talent's legal and financial advisors and representatives, including the Creators Guild of America for accreditation and compliance purposes, (b) in order to enforce this Agreement, (c) as required by law or legal process, and (d) to third parties for "quote" purposes.

13 ENTIRE AGREEMENT:

- a. A new paragraph shall be added to the Underlying Agreement which states: "The terms of the Rider attached hereto are incorporated by this reference. In the event of a conflict between the Rider attached hereto and the terms set forth herein, the Rider shall control."
- b. The parties acknowledge that Creator is a member of the Creators Guild of America (the "CGA") and accordingly, the CGA shall be entitled to take action to enforce compliance with this Agreement, including facilitating or pursuing collection of any amounts owed to Creator.
- c. The Underlying Agreement and this Rider constitute the entire agreement between Company and Talent in connection with the subject matter hereof and supersedes any and all prior or contemporaneous agreements, whether oral or written, with respect thereto. This Agreement may not be amended, changed, or modified except by writing, duly executed by the parties. If any provision of this Agreement is held to be unenforceable or invalid, the remaining provisions and portions thereof shall nevertheless be carried into effect.

14 COUNTERPARTS: This Rider may be executed in one or more counterparts, each of which shall constitute an original but all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Rider by electronic signature, email or pdf shall be as effective as delivery of a manually executed signature page hereof.

Accepted and agreed to

COMPANY

BY

DATE

TALENT SIGNATURE

TALENT NAME

DATE