

# Agency Work Order

This Agency Work Order (“IO”) is entered into between Client and Hotslicer Media (“Agency”), and is effective as of {{Effective Date;type=datenow;role=client;readonly=true}} (“Effective Date”). This IO is an amendment to the Master Client Agreement (“Agreement”) entered into between Client and Agency on {{Effective Date;type=datenow;role=client;readonly=true}} and is incorporated into the Agreement by reference. In the event of a conflict between the terms of this IO and the Agreement, the terms of this IO will govern. The Agreement shall control if a term is not included in the IO.

CAMPAIGN TERMS	
Effective Date	{{Effective Date;type=datenow;role=client;readonly=true}}
Creators Making Promotional Content	{{Creators;role=agency}}
Quantity and Type of Content Being Produced	{{Content Type;role=agency}}
Campaign	{{Campaign;role=agency}}
Brand	{{Brand;role=client}}
Fees	{{Fees;role=agency}}
Additional Terms	{{Additional Terms;role=agency;default=None}}
Relevant Documentation and Materials	Agency will incorporate any briefs, guidelines, and other materials provided by Brand relating to the Campaign into creator content. Agency agrees that any such Brand briefs, guidelines, and other materials are incorporated into this IO.

IN WITNESS WHEREOF,

Hotslicer Media (“Agency”)

{{Brand;role=client}} (“Client”)

Signature (Legal Name):

{{Sign1;type=signature;role=agency}}

Signature (Legal Name):

{{Sign1;type=signature;role=client}}

Name:

Shreyan Phadke

Name:

{{Signer Name;role=client}}

Title:

Founder & CEO

Title:

{{Signer Title;role=client}}

Date:

{{Date1;type=datenow;readonly=true;role=agency}}

Date:

{{Date2;type=datenow;readonly=true;role=client}}

# Client Master Agreement

This Master Client Agreement (together with any Cover Sheets between the parties and Exhibits, the ("Agreement")) is effective as of `{{Effective Date;type=datenow;role=client;readonly=true}}` (the "Effective Date"). The Agreement is by and between Hotslicer Media, a company based in the United States ("Agency") and `{{Brand;role=client}}` ("Client").

## Purpose

Agency has expertise and connections in the sphere of influencer marketing. Brand is seeking Agency's services for the promotion of Brand and its products or services to reach their target demographics. Agency is willing and able to connect Creator and Brand for the purpose of such collaboration subject to the terms and conditions contained in this Agreement. Therefore, Agency and Client, in consideration of the promises herein and other good and valuable consideration, agree as follows:

## 1. Services

Agency will perform the following services

- a. Agency will find influencers with audiences that meet Brand customer persona and contact such influencers to gain their commitment to creating sponsored content for Brand.
- b. Agency will plan the campaign timeline, strategy, and deliverables. This will be communicated to the Brand by slideshows, spreadsheets and documents containing the information. The synergy of this information is referred to as the "Campaign Brief" and outlines the details of the campaign.
- c. Agency will manage all creative conceptualization, filming, production, editing, and post-production work as required to create any text, photographs, video footage, illustrations, animations, music, trademarks, and any other content pursuant to this Agreement (collectively, "Content") consistent with the Brand Materials and other requirements provided by Brand in writing.
- d. Agency will ensure that creators own (or appropriately license for use in the Content) the rights to any elements incorporated into the Content, including without limitation, music, images, and video.
- e. Agency will ensure that vulgarity, swearing, graphic, violent, or sexual content, and the promotion of gambling are not to be included in the Content unless such restriction is waived due to the nature of the Brand-agreed Deliverables. For example, where Client has a creator who specializes in streaming first-person

shooter video game content, such as online matches in Call of Duty: Warzone, the requirement that the Content is free from violence is considered waived.

- f. Agency will ensure that sponsored content is to refrain from the use of defamatory, disparaging, or exaggerated language in reference to Brand unless otherwise indicated by the Brand in the Brand Materials.
- g. Agency will provide Brand with a rough draft of the Content no later than five (5) calendar days before the Live Date (the "Draft Date"). The rough draft will be a polished copy of the Content intended for Brand's review for adherence to the Brand Materials. After receipt of the rough draft, the Brand will have two (2) calendar days to review and approve the rough draft (the "Review Period"). If the rough draft does not materially comply with the Brand Materials, Brand will create an exhaustive list of deficiencies and provide such list to Agency within the Review Period. Agency will then review the list, ensure any required changes are made, and provide Brand with an updated draft that remedies the material deficiencies. Any further changes following the Review Period will be limited to correcting a past deficiency that was not adequately remedied by Creator in the updated draft.
- h. No Content may be posted without Brand's express, written approval (email or Discord message to suffice); however, any Content that is not approved or deemed deficient within five (5) calendar days from the beginning of the Review Period is deemed to have its associated Fee earned in full and payable as if the Content was posted on the Live Date. In such an event, any requested changes by Brand are limited to remedying Creator's material deviations from the creative concept described in the Brand Materials, and the new Live Date will be determined via mutual agreement of the parties.
- i. Where within the Agency's control, Agency will keep the Content, where applicable, prominently placed on it's Creator's Channels. Client will ensure creators will not substantially deviate (a substantial deviation will be defined as a change greater than fifty (50%) percent in uploads) from their regular posting schedule for at least ten (10) days before the posting of the Content.
- j. Unless otherwise agreed by the parties or required by change in law or social media platform terms of service, Agency will ensure the Content live for at least one (1) year from the Live Date of such Content, where possible.
- k. No other third party sponsorships in the nature of Brand's requested collaboration will be included in the Content. Client will ensure Creators will not post any other sponsored integrations on their Channels on the same day in which the Content is made live unless otherwise agreed to by Brand in writing.
- l. Agency agrees to not pay to promote the Content via paid media for thirty (30) days from the Live Date. Agency will ensure Creators do not share any Brand referral code with their followers or viewers without Brand's prior written approval, email to suffice.

- m. Agency will ensure Creators will abide by the Federal Trade Commission's disclosure requirements relating to endorsements and sponsorships, as contained in Exhibit A hereto.

## **2. Payment**

In consideration of Agency's services hereunder, Client agrees to remit the Payment described in a relevant Cover Sheet to Agency within three (3) business days after approval of Campaign. If prepayment of a portion or all of the Payment is negotiated by the parties and included in a Cover Sheet, such payment term will supersede the payment structure described in this section.

**2.1 Method.** The Payment will be remitted through bank transfer payment to an account to be defined by Agency in writing (email to suffice) via an invoice, or through another payment method as mutually agreed upon by the parties. If any processing fees are incurred through the use of an alternative payment method, such fees will be borne by the Client.

**2.2 Currency.** All payments will be made in United States Dollars (\$USD), and the Payment paid to Agency is inclusive of all applicable taxes. Any and all fees incurred by the Agency will be covered by the Agency.

**2.3 Included Costs.** All costs associated with delivering the services, including any software, filming, production, or music licensing costs, are included in the Payment.

## **3. Grant of Rights**

**3.1 Mutual Reservation of Rights.** Creators engaged in collaboration with Agency will retain ownership of and all rights or forms of protection available in any part of the world for (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (iv) trade secrets, know-how, and other Confidential Information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of such rights (collectively, "Intellectual Property Rights") in and to all Content created hereunder. Brand will retain ownership of Brand's intellectual Property Rights provided to Agency in connection with this Agreement. Agency will not use Brand Intellectual Property Rights except in the form approved by Brand.

**3.2 By Agency.** For thirty (30) days following the publication of Content, Brand may post the Content on its respective websites and social media accounts, provided that Brand embeds the Content from Creator's native publication in such a way that all end-user traffic, hits, views, likes, and engagement will be attributed to Agency's Creators and the Content on its native platform. The rights and licenses granted under this Section 4 will not include the right for Brand to re-cut, edit, or modify the Content (except to use intact, smaller portions of the Content), or to download or post the Content on any platform in such a way that divorces traffic, hits, views, likes, and engagement from Creator or the Content on its native platform. Brand may use the Content for solely internal functions, including in training and holiday videos, in perpetuity.

**3.3 By Brand.** Agency will have the right to use Brand Intellectual Property Rights in connection with Content created under this Agreement. Brand Intellectual Property Rights incorporated into Content do not need to be removed from any Creator Channel following the Term or expiration of this Agreement. All Content may remain live on Creator Channels indefinitely unless otherwise agreed between the parties or if Content is required to be removed by applicable law or order of any social media platform.

## **4. Term and Termination.**

This Agreement will begin on the Effective Date and will continue for the duration described in the cover sheet (the "Campaign Term"). This term may be extended or recur if both parties mutually approve.

**4.1 Service Results.** Clients may not terminate the Agreement and/or request a return of funds due to social media performance of Agency deliverables. In addition, Agency may not demand extension of the Agreement based on performance of deliverables either.

**4.2 For Cause.** Client may terminate the Agreement for cause, provided (i) written notice describing a specific material breach is provided by the party that has not committed a material breach (the "Non-Breaching Party") to the party that has committed a material breach (the "Breaching Party"), and (ii) the Breaching Party does not cure the material breach within seven (7) calendar days of receipt of such notice. If the parties terminate for cause, Client will receive a refund for proportion of services outlined in cover sheet that were not rendered,

**4.3 Effect of Termination.** In the event of termination, any Content, currently posted for the Campaign will be removed. Except to the extent required for record-keeping

purposes, the parties agree to return or destroy all Confidential Information, as defined below, upon termination of the Agreement and will certify such destruction, if applicable, on request. Client is not obligated to provide payment for outstanding Content ordered prior to the date of termination and Agency will not ensure delivery of such Content, each in accordance with this Agreement. Sections 1-3, 5-8, and 10 will survive the termination or expiration of this Agreement.

## **5. Confidential Information.**

**5.1 Overview.** This Contract imposes special restrictions on how Agency and the Client must handle confidential information. These obligations are explained in this section.

**5.2 Agency's Confidential Information.** While working for Client, the Agency may come across, or be given information that is confidential. This is information like customer lists, business strategies, research & development notes, statistics about a website, and other information that is private. The Creator promises to treat this information as if it is the Creator's own confidential information. The Creator may use this information to do its job under this Contract, but not for anything else. For example, if Client lets the Agency use a customer list to develop their campaign, the Agency cannot use that data for any other purpose. The one exception to this is if Client gives the Agency written permission to use the information for another purpose, the Creator may use the information for that purpose, as well. When this Contract ends, the Creator must give back or destroy all confidential information, and confirm that it has done so. The Agency promises that it will not share confidential information with a third party, unless Client gives the Creator written permission first. The Agency must continue to follow these obligations, even after the Agreement ends. The Agency's responsibilities only stop if the Agency can show any of the following: (i) that the information was already public when the Agency came across it; (ii) the information became public after the Agency came across it, but not because of anything the Agency did or didn't do; (iii) the Agency already knew the information when the Agency came across it and the Agency didn't have any obligation to keep it secret; (iv) a third party provided the Agency with the information without requiring that the Agency keep it a secret; or (v) the Agency ensured all the information was created on its own, without using anything belonging to Client.

**5.3 Third-Party Confidential Information.** It's possible Client and the Agency each promise that it will not share with the other party confidential information that belongs to third parties, unless it is allowed to do so. If Client or the Creator is allowed to share confidential information with the other party and does so, the sharing party promises to tell the other party in writing of any special restrictions regarding that information.

## **6. Non-Circumvent.**

For 1 month from the publication of the deliverables outlined in this Agreement, the sharing of a brief or the termination of this Agreement, the Agency herein will not, directly or indirectly through its agents or otherwise, in any manner whatsoever engage with the Agency's creators for any sponsorship, advertising or commercial activity unless as otherwise granted in writing by Agency

## **7. Representations and Warranties.**

**7.1 Mutual.** Each party represents, warrants, and covenants that:

- a. it is an entity duly formed or organized, and validly subsisting under the laws of its jurisdiction of formation or organization;
- b. It has the full right, power, and authority to enter into this Agreement and to perform its respective obligations set forth herein;
- c. This Agreement has been executed by a duly authorized representative, and the consent of no other person is or will be necessary for the party to enter into and fully perform under this Agreement;
- d. It has not and will not engage in any actions that conflict or interfere with any of its commitments or obligations under this Agreement;
- e. it has not and will not engage in any conduct that would disparage or denigrate the other party; Portray the other party in an unfavorable light; bring the other party into public disrepute, contempt, or scandal; or otherwise injure the success of the other party; and
- f. when executed and delivered by such party, this Agreement will constitute the legal, valid, enforceable, and binding obligation of such party.

**7.2 By Agency.** Agency represents, warrants, and covenants that:

- a. Agency owner is at least eighteen (18) years of age (or, if not, that Agency owner's parent or legal guardian has agreed to the foregoing and signed in the appropriate location) and has the full power and authority to enter into this Agreement and to perform the services required hereunder,
- b. Agency's statements will reflect Agency's actual, honest views, opinions, beliefs about and experience with Brand's products and services;
- c. Agency will not make any statements or explicit or implied claims about Brand's products or services that are false, misleading, deceptive, unfair, unsubstantiated,



or disparaging, nor will Creator make any false, misleading, or disparaging remarks about any competing products or services;

- d. Agency will comply with any applicable guidelines as they relate to the Content or Services provided under this Agreement, including compliance with the FTC guidelines for social media content and any other regulatory, advertising, or marketing guidelines in connection with proper disclosures, acceptable self-identification, representations or information conveyed to the public as set out under Exhibit A to this Agreement, and as may be further communicated by Brand to Agency and Creator and also properly citing or attributing third-party content as required;
- e. Any Content created by Agency's services pursuant to a Cover Sheet will not infringe upon the rights of any third party, including any third-party Intellectual Property Rights that may exist;
- f. Any Content created by Agency's services pursuant to a Cover Sheet will be the result of a production that is not subject to the jurisdiction of SAG, AFTRA, or other acting or entertainment unions or guilds that would impose restrictions on the production or create obligations for residuals or other fees or payments in connection with the use of the Content; and
- g. All services and work performed under this Agreement will be done in a timely, skillful, professional, and workmanlike manner.

## **8. Indemnity.**

**8.1 Overview.** This section transfers certain risks between the parties if a third party sues or goes after Agency or the Client or both. For example, if the Agency gets sued for something that the Client did, then the Client may promise to come to Agency's defense or to reimburse Agency for any losses.

**8.2 Client Indemnity.** In this Agreement, the Agency agrees to indemnify Client (and its affiliates and their directors, officers, employees, and agents) from and against all liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of: (i) the work the Agency has done under this Agreement; (ii) a breach by the Agency of its obligations under this Agreement; or (iii) a breach by the Agency of the promises it is making in Section 7 (Representations and Warranties).

**8.3 Agency Indemnity.** In this Contract, Client agrees to indemnify the Agency (and its affiliates and their directors, officers, employees, and agents) from and against liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of a breach by Client of its obligations under this Contract.

## **9. Limitation of Liability.**

Except as otherwise outlined in this section, in no event will either party be liable to the other or to any other third party for any indirect, incidental, special, or consequential damages, including damages for lost profits or loss of business, however caused and under any theory of liability, whether based in contract, tort (including negligence), or other theory of liability, regardless of whether the party was advised of the possibility of such damages and notwithstanding the failure of essential purpose of any limited remedy. in no event will either party's liability arising out of or in connection with this agreement exceed the amounts paid by Client to Agency under this agreement. the limitations of this section will not apply to any breach by creator of section 5 (confidentiality) or obligations of section 7 (indemnification) of this agreement.

## **10. Force Majeure.**

Neither party will be liable for any failure to perform its obligations due to any event or circumstance outside of a party's control that directly renders a party's performance of an obligation under this Agreement impossible (a "Force Majeure"). Examples of a Force Majeure include denial of service (DoS) or other similar attacks; Internet failure; and any laws, orders, rules, regulations, acts, or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. In the event of a Force Majeure, the non-performing party will give the other party written notice within three (3) days of discovery of a Force Majeure, and use its diligent, good faith efforts to cure the resulting breach. In the event of such a Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure but not in excess of thirty (30) days for a material breach.

## **11. Miscellaneous.**

**11.1 Assignment.** Client may not assign any of its rights or obligations under this Agreement or delegate its performance, appearance, creation, or any part of the Content to a third party. Agency may freely transfer and assign this Agreement or all or any of its rights or privileges granted herein.

**11.2 Non-Disparagement.** During the Term of the Agreement and at any time thereafter, Creator agrees not to disparage or encourage or induce others to disparage Brand, any of its respective employees, officers, directors, products, or services. For purposes of this Section 10.d., the term "disparage" includes, comments or statements to the press, to the other party's employees, or to any individual or entity with whom the

other party has a business relationship (including any vendor, supplier, customer, or other service provider), or any public statement, that in each case is intended to, or can be reasonably expected to, materially damage the other party or any of its affiliates. Nothing in this Section 10.d. will prevent either party from making any truthful statement to the minimum extent necessary with respect to any arbitration or litigation involving this Agreement in the forum in which such arbitration or litigation takes place or is required.

**11.3 Non-Circumvention.** For one (1) month following the later of either the publication of any Content under this Agreement or the termination of this Agreement, Client will not, directly or indirectly, in any manner whatsoever engage Agency's Creators in any capacity for any commercial purpose or with a sponsorship opportunity unless Client engages in such communications solely with Agency.

**11.4 Applicable Law.** This Agreement will be governed by and interpreted under the laws of the United States of America without regard to conflicts of law provisions thereof.

**11.5 Forum/Jurisdiction.** Each party to this Agreement consents to the exclusive jurisdiction of the courts of the United States of America for any legal proceeding arising out of or relating to this Agreement. Service of any court paper may be made on either party to this Agreement by mail, or in such other manner as may be provided under applicable laws, rules of procedure, or local rules.

**11.6 Severability.** If any term or provision of the Agreement is held by a court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable, such provision will be limited or eliminated to the minimum extent necessary so that the remaining terms and provisions of this Agreement will remain unimpaired and in full force and effect.

**11.7 Survival.** All provisions that by their nature would be expected to survive the expiration or termination of this Agreement, including provisions relating to confidentiality, representations and warranties, ownership rights, and legal status of the parties, will survive.

**11.8 Waiver.** No waiver, modification, or addition to the Agreement will be valid unless made in a writing signed by both parties. The failure of either party to exercise any rights, remedy, power, or privilege arising from this Agreement will not preclude or constitute a waiver of the full right to exercise such rights, remedy, power, or power thereafter.

**11.9 Headings.** The headings in this Agreement are for reference only and will not affect the interpretation of this agreement.

**11.10 Privity.** This Agreement is for the sole benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement, on any persons other than the parties to this Agreement.

**11.11 Entire Agreement.** The parties agree that this Agreement is the complete and exclusive statement of this mutual understanding of the parties concerning the subject matter herein. This Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the Agreement. In the event of any conflict between the terms and provisions of this Agreement and those of any Exhibit or Cover Sheet, the following order of precedence will govern: (a) first, any subsequent Cover Sheets relating or incorporated into this Agreement; (b) second, any Exhibits to this Agreement; and (c) third, this Agreement.

**11.12 Interpretation.** For purposes of this Agreement, (i) the words "include," "includes," and

"including" will be deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement. Unless the context requires otherwise, references herein (A) to Sections, Exhibits, and Cover Sheets refer to the Sections of this Agreement and Exhibits and Cover Sheets attached to this Agreement, as applicable; (B) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) to a statute means such statute as amended from time to time and includes any corresponding successor legislation and any regulations promulgated thereunder. This Agreement will not be construed more strongly against either party, regardless of who is responsible for its preparation.

**11.13 Independent Contractors.** The relationship between the parties is that of independent contractors. Nothing in this Agreement will be interpreted as creating any agency, partnership, joint venture, franchise, or other type of fiduciary relationship between the parties. No party will have the authority to contract for or bind the other party in any manner. Agency is not responsible for withholding or paying any taxes on behalf of Client.

**11.14 Announcements.** Except for the rights granted in Section 5, neither party will issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement. Neither party will use the intellectual Property Rights of the other party without the prior written consent of the other party, which will not be unreasonably withheld or delayed.

**11.15 Counterparts.** This Agreement may be executed in counterparts and each such counterpart will be deemed an original, Delivery of an executed counterpart of a signature page to this Agreement by facsimile, pdf, or electronic signature will be as effective as delivery of an executed original of this Agreement.

Agreed to and accepted by:

Hotslicer Media (“Agency”)

{{Brand;role=client}} (“Client”)

Signature (Legal Name):

{{Sign3;type=signature;role=agency}}

Signature (Legal Name):

{{Sign4;type=signature;role=client}}

Name:

Shreyan Phadke

Name:

{{Signer Name;role=client}}

Title:

Founder & CEO

Title:

{{Signer Title;role=client}}

Date:

{{Date3;type=datenow;readonly=true;role=agency}}

Date:

{{Date4;type=datenow;readonly=true;role=client}}

## **Exhibit A**

### **Disclosure Requirements**

All Content on the Channels must include a clear and conspicuous disclosure of the material relationship between Brand and Agency's creators. Examples of text-based, clear, and conspicuous disclosure by the Creator include the following in the post, video, or description above the fold:

- Using the hashtags "#sponsored", "#[brand]partner", "#paid\_ad", "#ad"
- "This is a paid advertisement for Brand"
- "Sponsored by Brand"

All Content posted to websites that utilize a video or audio medium requires both verbal and visual disclosures within the Content itself. In cases such as this, Creator will include one of the text-based disclosures above in the Content beginning on the first frame and lasting for at least five (5) seconds.

Additionally, Creator will verbalize the material connection between Creator and Brand at the beginning of the video. The following are examples of verbal-based, clear, and conspicuous disclosure by Creator:

- Brand gave me this product to try..."; "Thanks Brand for the gift of your product"; or "Thanks Brand for the free product"
- "This is a paid advertisement for Brand."
- "Sponsored by Brand"

As applicable, Creator is aware of, and will at all times comply with, all the rules of the Children's Advertising Review Unit.

Creator is aware of and will take the time to review its disclosure responsibilities in their country of origin. For example the FTC requirements (United States of America) are described at the following links:

1. <https://www.ftc.gov/tips-advice/business-center/guidance/native-advertising-guide-businesses>
2. <https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf>
3. <https://www.ftc.gov/tips-advice/business-center/guidance/ftcs-endorsement-guides-what-people-are-asking>