

INFLUENCER MARKETING AGREEMENT

THIS INFLUENCER MARKETING AGREEMENT (this “**Agreement**”) is by and between **ROYAL CREDIT UNION**, a Wisconsin credit union (“**Royal**”) and [type name] _____, an adult resident of [type state] _____ (“**Consultant**”).

1. Consulting Engagement and Term. Royal shall engage Consultant as an independent consultant for **three (3) months**, beginning on the date of this Agreement.

2. Consideration. In consideration for the Services to be rendered by Consultant (detailed in Section 3 below), Royal shall pay Consultant a **monthly fee of \$ _____** for independent consultant services. Unless otherwise stated in this Agreement, Consultant is responsible for their own business expenses.

3. Scope of Services; Ownership and Rights. Consultant shall create and publish [type amount] _____ pieces of content (“**Works**”) on [insert platform(s)] _____ promoting Royal Credit Union or Lake Area Mortgage and the following products or services: _____, and shall include the following hashtags in each post: _____ (collectively, the “**Services**”). **Prior to posting or publishing such Works, Consultant shall receive written approval from Royal. Publication of Works without Royal’s prior approval is a material breach of this Agreement and cause of immediate termination.**

Consultant represents and warrants that the Works are original and comply with the terms and conditions of each platform on which it is published. Consultant shall not create or post Works that: (i) contain false, misleading, or deceptive information; (ii) are offensive, defamatory, or violates the rights of any third parties; or (iii) promote illegal or harmful activities.

Consultant hereby grants to Royal a worldwide, royalty-free, perpetual, irrevocable, non-exclusive license to the Works together with any signage, insignia, trademark, and other markings on or presented in or at facilities where the same are created, captured or produced, and of any persons or objects presented therewith; to alter the Works and use the same without restriction; and to own the Works and copyrights therein. Consultant agrees that Royal may forever use the Works with or without Consultant’s name and for any lawful purpose, including for example such purposes as advertising, publicity, illustration, and Web content, without reservation and without demand for talent fees, residual fees, or fees of any kind. Consultant authorizes Royal to copyright, use and publish the same in print, electronically, and/or any other form.

This Agreement shall be considered “written consent” provided by Consultant under right of privacy laws and including under Wis. Stat. § 995.50(2)(am).

4. Independent Contractor. Consultant and Royal agree that Consultant is an independent contractor for Royal with respect to the Services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties, nor does an agency-type relationship exist between the parties. Consultant shall not be entitled to any benefits afforded Royal employees by virtue of the Services provided under this Agreement, and Consultant shall not be eligible for any fringe benefits from Royal.

5. Termination. Either party may terminate this Agreement at any time, with or without cause. If this Agreement is terminated prior to the end of the term, Royal shall pay Consultant pro-rata

compensation for those services performed by Consultant prior to the date of termination of this Agreement.

6. Indemnification. Consultant hereby releases and holds harmless and shall indemnify Royal from and against any liabilities, costs, damages, and attorney fees (collectively, “**Losses**”) as a result of any breach of representation or warranty herein and any Losses arising out of or in connection with the Works or the Services or Royal’s use of the Works, including without limitation any and all Losses relating to claims for invasion of privacy, violation of right of publicity, or infringement of any third party rights.

Under no circumstance will Royal be liable to Consultant for any special, incidental or consequential damages (including, but not limited to, loss of revenue, loss of profits, damages of reputation or diminution in value of business) based on breach of warranty, breach of contract, negligence, strict liability or any other legal theory.

7. Confidential Information. Consultant shall not use any Confidential Information, except as required by Consultant’s duties to Royal. During the term of this Agreement and for a period of five (5) years following termination of this Agreement for any reason, Consultant shall not communicate, divulge, or disclose Confidential Information to any person or entity except as authorized by Royal. Upon termination of this Agreement, Consultant agrees to leave with Royal all records of Confidential Information in Consultant’s possession, whether prepared by Consultant or others, whether original or copies, and regardless of form. The term “Confidential Information” means information not generally known to the public about Royal’s business, processes, trade secrets, services, or products.

8. Competition During Agreement. While engaged by Royal under this Agreement, Consultant will not, directly or indirectly, market or provide Services or create or publish Works for an entity that is In Competition directly or indirectly with Royal. The term “In Competition” means engaging in the financial services industry, such as a bank, credit union, savings & loan, credit card company, or mortgage origination company.

9. Invalid Provisions / Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable for any reason whatsoever, it is agreed that such invalidity or unenforceability shall not affect any other provision of this Agreement and the remaining covenants, restrictions, and provisions hereof shall remain in full force and effect and any court of competent jurisdiction may so modify the objectionable provision as to make it valid, reasonable, and enforceable.

10. Assignment. Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party.

11. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to consulting services. It supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the engagement of Consultant by Royal for consulting services. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. This Agreement may not be modified or amended by oral agreement, but only by an agreement in writing signed by both parties.

12. Pre-Existing Agreement or Arrangements. Consultant warrants and agrees that Consultant has no pre-existing agreements or arrangements that could pose a conflict as a result of confidential information or intellectual property obtained by Consultant prior to engagement with Royal.

Consultant warrants and agrees that Consultant is not subject to a non-compete or a confidentiality agreement with a previous employer.

13. Miscellaneous Provisions.

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin and the venue of any actions or suits involving this Agreement shall be in the Circuit Court for Eau Claire County, Wisconsin.
- b. The prevailing party in any legal action to enforce this Agreement shall be entitled to an award of its expenses and costs, including reasonable attorneys' fees, against the other party.
- c. Any waiver by either party of a breach of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach thereof.
- d. Consultant's use of any name trademarked by Royal in advertising or promotional materials shall be permitted only upon the prior written approval of, and in accordance with restrictions agreed to by, Royal.
- e. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.
- f. Consultant is over the age of eighteen (18) years, is authorized to enter into this Agreement, and has read the foregoing and fully understand its contents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below (the latest of which shall be the effective date of this Agreement).

ROYAL

Royal Credit Union, a Wisconsin credit Union

By: _____
Name:
Title:

Dated: _____

CONSULTANT

Name:

Dated: _____