



TERMS OF SERVICE

EXHIBIT C

Influencer Agreement

Upon acceptance by you this agreement (“Agreement”) shall set forth the material terms between you (“Influencer” or “you”), and Reebok International Ltd. (“Reebok”, “our” or “us”), whereby you will make a social media post(s) in connection with Reebok’s Influencer Campaign (the “Campaign”) as set forth in the applicable Statement of Work (the “Statement of Work” or “SOW”) in accordance with the terms and conditions detailed below.

1. **Your Services.** During the Term, you agree to provide us with the services in connection with the Campaign as set forth in the applicable Statement of Work, it being understood that such services will including, without limitation, posting content on your social media network(s) (the “Social Media Post”). You hereby acknowledge and agree that all Social Media Posts must comply with terms and conditions set forth in this Agreement and the applicable Statement of Work. You further acknowledge and agree that Reebok shall have approval over all content, the images and language used in the Social Media Post. You shall not post the Social Media Post until Reebok has approved the Social Media Post in writing (which approval may be in the form of an e-mail). If Reebok requests that you remove or revise any materials related to the services hereunder after they are made available to the public, you shall do so as soon as possible.

2. **Consideration.** In full and complete consideration of the provision of your services and the rights and licenses granted herein and subject to you fully performing, Reebok agrees to provide you (or to cause Apifia, Inc. DBA Mavrck (“Mavrck”) to pay you) the consideration as set forth in the applicable Statement of Work (“Consideration”), it being understood that Reebok’s or Mavrck’s (as applicable) provision of Consideration to you releases Reebok from any payment obligation with respect to the services provided hereunder.

3. **Grant of Rights.** You grant us an exclusive, transferable, sub-licensable, royalty-free, worldwide license and right to use, re-use, publish, and re-publish your Social Media Post and your name, likeness, biographical data, blog and website, in whole or in part, in any and all media throughout the world, whether currently existing or created in the future, including, but not limited to, broadcast, print, digital and internet, including social media (including but not limited to Facebook, Twitter, YouTube, Instagram, Pinterest, YouTube and Google+) for the purposes of advertising, publicity and trade to promote us and our products and/or services without obtaining any additional consent or approval. You further give us the right to publish, repost, retweet, regram or otherwise share your Social Media Post on Reebok’s owned or controlled websites and its social media and social networking sites, including whitelisting such post. If requested by us, you will any necessary approvals or authorization required for such use.

4. **Termination.** Notwithstanding anything herein to the contrary, but subject to Section 7 below, this Agreement may be terminated by Reebok at any time, for any reason with or without cause, by giving you not less than ten (10) days’ prior written notice. Termination shall become effective on the date stated in the notice of termination. Reebok agrees to pay you for all services rendered and expenses incurred up to and including the date of termination, provided the services were performed in full compliance with all provisions set forth herein.

5. **Compliance with Laws.** You shall in connection with your performance of the services hereunder, comply with all Applicable Laws, including without limitation, clearly and conspicuously disclosing all paid endorsements and/or testimonials contained in the Social Media Posts. In the event Reebok or Mavrck notifies you that any Social Media Post violates any Applicable Laws (in Reebok’s sole discretion), including, without limitation, your failure to provide a clear and conspicuous disclaimer or any required hashtag provided by Reebok, you shall remove and/or revise such Social Media Post to ensure its compliance within one (1) calendar day. In the event that (i) you fail to remove and/or revise such Social Media Post following written notice, or (ii) Reebok or Mavrck notifies you that any revised Social Media Post continues to violate any Applicable Laws, you shall delete the Social Media Post and Reebok may terminate this Agreement immediately upon written notice to you. As used herein, “Applicable Laws” shall mean all applicable laws, rules, regulations, industry codes of practice and regulatory guidelines relevant to the Social Media Services,



TERMS OF SERVICE

including the Federal Trade Commission's ("FTC")'s "Guides Concerning the Use of Endorsements and Testimonials in Advertising" and related guidance, the FTC's ".com Disclosures" guidance, the FTC's "Native Advertising: A Guide for Businesses" and the FTC's guidance on clear and conspicuous disclosures in social media advertising. Further, you shall comply with Reebok's Social Media Guidelines, attached hereto as Schedule A and incorporated herein by reference.

6. **Representations and Warranties.** You represent and warrant to us that (i) you have the full right and authority to enter into this Agreement and no further payments will be due to third parties with respect thereto; (ii) you are eighteen (18) years of age or older and are not a member of any union (e.g., SAG-AFTRA); (iii) you own all rights in and to the social media account(s) associated with the Social Media Post; (iv) you shall perform the services and your obligations hereunder in compliance with all Applicable Laws in all respects and make all required disclosures; (v) the Social Media Post does not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights; (vi) you will not at any time do or say anything detrimental about the Campaign or Reebok (including Reebok's products) or anyone involved with the Campaign; (vii) you will not make any disclosure or supply any information or photographs or any other material whatsoever to any third parties (other than as required by law) regarding the Campaign or Reebok activities in connection with the Campaign without Reebok prior written consent; and (viii) you will comply with the attached Schedule A Social Media Guidelines (which are incorporated into this Agreement by reference) and all other terms, conditions and guidelines for the Campaign provided to you by Reebok.

7. **Release of Liability/Indemnification.** You agree to indemnify and hold harmless Reebok and Reebok's shareholders, officers, directors, employees, subsidiaries, affiliates, agencies and independent contractors from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including reasonable attorney's fees) arising directly or indirectly out of your Social Media Post, your participation in the Campaign or your breach of any of your representations, warranties or covenants contained in this Agreement.

8. **Non-Disparagement.** From the date of this Agreement and for a period of six months thereafter, you agree that you will not make any statements that disparage or reflect unfavorably on the products or services of Reebok.

9. **Confidentiality.** You agree to keep the terms of this Agreement and all information that you learn about Reebok and Campaign during your participation in the Campaign confidential, unless Reebok expressly states otherwise or unless such disclosure is required by law.

10. **Independent Contractors.** Nothing in this Agreement creates any partnership or joint venture between you and us. All of your activities under this Agreement will be performed as an independent contractor and not as an agent for or employee of Reebok. Under no circumstances will you be deemed or construed to be an employee of Reebok.

11. **Counterparts.** The parties agree that pdf signatures shall have the same force and effect as though they were original signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument

12. **Entire Understanding.** This agreement constitutes the entire understanding among the parties and supersedes all prior oral or written agreements with respect to the subject matter of this Agreement.

13. **Governing Law.** This agreement shall be governed by the laws of the Commonwealth of Massachusetts and you agree to submit to the exclusive jurisdiction of the courts located in Norfolk County, Massachusetts.

TERMS OF SERVICE
Schedule A

Reebok Social Media Guidelines for Endorsers and Influencers (the “Reebok Guidelines”)

The Reebok Guidelines provide guidance for Reebok Endorsers and Influencers in connection with their use of social media to promote, write or otherwise convey a message about Reebok and/or its products. The Reebok Guidelines are based on Reebok principles, as well as legal requirements.

For purposes of these Guidelines, an “Endorser” is an individual who receives compensation from Reebok in exchange for promoting Reebok and/or its products. An “Influencer” is an individual not directly affiliated with Reebok, who writes or conveys a message or an opinion about Reebok and/or its products in exchange for compensation. That compensation creates a material connection between Reebok and the Endorser/Influencer that could influence the weight or credibility that consumers give to communications or messages made by the Endorser/Influencer. For example, compensation could be the receipt of free products, special access and privileges, discounts and rewards and/or other monetary or non-monetary incentives, as well as a formal endorsement or influencer agreement or arrangement between Reebok and the Endorser/Influencer.

Guidelines:

When posting, writing or otherwise conveying a message about Reebok and/or its products using social media, you **must**:

- **Be truthful.** You can make truthful statements about your *specific* experience that are not misleading and can also give your truthful opinion about a product.
- **Not make unsubstantiated or misleading claims.** You should not make general claims about Reebok products and their benefits, unless those claims have been provided to you by Reebok. Unsubstantiated claims (i.e., no adequate proof exists to back up the claim) about Reebok’s products or services, or those of our competitors, should not be made. You should also not make deceptive or misleading claims about Reebok’s products or services, or its competitors.
- **Respect intellectual property rights.** You should only post content about the Reebok brand that uses Reebok trademarks or other intellectual property that Reebok has given you permission to use, and when using Reebok trademarks or other IP, you should follow any guidelines provided by Reebok. You should not use content that is owned by others (such as images, videos, music or trademarks) without their permission. In addition, you should not reveal confidential information about Reebok or third parties.
- **Use good judgment and be respectful.** You should not post materials that are obscene, libelous, hateful, illegal, in violation of a third party’s rights or are otherwise harmful.
- **Only use Reebok products as intended.** Products provided to you may be given surface embellishments, but should not be structurally altered, unless otherwise agreed by Reebok. Reebok will not be responsible for the results of your attempts to alter Reebok products. Moreover, you should not use or promote the use of Reebok products in an unsafe or other manner that was not intended.
- **Not compare Reebok products to competitors.** You should not make comparisons of our products to other athletic brand products by name unless such comparison has been provided by Reebok.
- **Make clear disclosures.** You have a responsibility to clearly disclose your connection to Reebok, *every time* you post or convey a message about Reebok or its products. Specifically, disclosures **must**:
 - ✓ Be easy to view and read (in a font size and color that is readable and conspicuous and not hidden deep in the page or in a sea of hashtags and should be viewable long enough that the disclosure is able to be read and understood)
 - ✓ Be close to *each and every* statement the disclosure modifies;



TERMS OF SERVICE

- ✓ Be within the first 3 lines of text in a post and must be viewable without clicking a “more” button; and
- ✓ Clearly disclose the nature of your relationship with Reebok (for example, that you have an endorsement relationship with Reebok or that you received free product or receive other special benefits from Reebok).
- ✓ Use the Reebok preferred disclosure hashtags below, unless Reebok agrees otherwise.
- **Not post about Reebok products in close proximity to posts about Reebok competitors.** We realize that you may have other athletic or fitness brands you love (but hopefully you love ours the most!), and you may also want to post information on your social media pages about those brands if not prohibited by an exclusivity provision in your agreement. Unless we specify otherwise in an agreement with you, we ask that you be conscious of your posts and that you try to leave 48 hours between your posts about Reebok and/or its products and your posts about other athletic or fitness brands.
- **Use social media platform’s disclosure tools, but do not rely solely on them for disclosure.** You should utilize disclosure tools offered by the various social media platforms to help disclose your relationship with Reebok. For example, use the paid partnership tag for posts on Instagram and similar disclosure tools for other social media platforms. In addition, you should add Reebok Endorser or Ambassador to your bio or profile on social media sites. However, you **should not** rely on a social media platform’s disclosure tool in lieu of posting your own disclosures. You should combine these tags with your own disclosure, which must follow the Reebok Guidelines below, with every post you make on a social media platform.

Material Disclosure Best Practices

The following is a list of sample disclosure language by platform. The idea is that the disclosure should make your relationship with Reebok readily apparent to the public and to readers/viewers/listeners of your content. We have provided disclosure preferred by Reebok so that we have consistency in the disclosure hashtags used by our assets. Alternative, but materially similar, language may also be used in certain cases, but such use is subject to Reebok first approving the alternative disclosure.

Posting on Social Media Sites (including personal websites or Facebook)

- *I received [product, sample, information, invitation to an event, other compensation] from Reebok!*
- *Reebok gave me [product, sample, information].*
- *I am a Reebok endorser [or ambassador or athlete].*
- *So excited by my partnership with Reebok.*
- *Love working with Reebok.*

Alternatively, rather than using the disclosure language above, your posts can be accompanied by the following Reebok preferred disclosure hashtags:

For endorsers/influencers under contract with Reebok: **#ReebokPartner** and if requested by Reebok, **a hashtag for the specific Reebok brand campaign.**

For athletes under contract with Reebok: **#ReebokAthlete** and if requested by Reebok, **a hashtag for the specific Reebok brand campaign.**



TERMS OF SERVICE

For those not under contract with Reebok, but who receive free product: **#GiftedbyReebok**.

You should also use disclosure tools provided by the social media site, such as adding a paid partnership tag.

In addition to the above disclosure, you should post a description of your relationship with Reebok on your social network profiles page or include on such page a link directing people to a “Disclosure and Relationships Statement”. Examples include a statement indicating that you are a Reebok Partner, Reebok Endorser, Reebok social ambassador or Reebok athlete or a statement that you receive free product or other benefits from Reebok.

Microblogs (e.g., Twitter)

Because microblogs have a character limitation, it is important to include a short statement disclosing that there is a material connection with Reebok (such as a hashtag). Reebok’s preferred disclosure hashtags are:

For those endorsers/influencers under contract with Reebok: **#ReebokPartner** and if requested by Reebok, **a hashtag for the specific Reebok brand campaign**.

For athletes under contract with Reebok: **#ReebokAthlete** and if requested by Reebok, **a hashtag for the specific Reebok brand campaign**.

For those who are not under contract with Reebok, but are given free product: **#GiftedbyReebok**

Although there are other hashtags that will provide sufficient disclosure, Reebok seeks to have consistency in its disclosure hashtags and requires that the above hashtags be used, unless Reebok agrees to the use of a different hashtag.

Please note, it is never sufficient to say #spon or #TeamReebok or #thanksReebok or to use a hashtag that only references a Reebok campaign (such as #BeMoreHuman) without also stating Reebok brand campaign.

In addition to the hashtag disclosure, it is also useful to include a link directing people to a description of your relationship with Reebok or a Disclosure and Relationship Statement which more clearly outlines the material connection as recommended above.

The disclosure hashtag (and any link) should be made within the same post or tweet in which a comment is made about Reebok or its products. It is not enough to make a post or tweet about Reebok and then follow-up with a second post or tweet that includes a material connection hashtag or statement.

Status Updates on Social Networks (e.g., Facebook)

Follow the guidance for Microblogs if there is a character limitation, otherwise, follow the guidance for Social Media Posts. As mentioned above, disclosures should appear close to the statement which the disclosure modifies.

Podcasts, Video and Photo Sharing Websites (e.g., Instagram, Snapchat, Vine)

It is important to understand that posting photos or videos can be seen as promotion of Reebok or its products and thus requires disclosures as well.

Follow the guidance above for Social Media Posts, but include the information as part of the photo/video/audio content as well as part of the written description, where the Reebok preferred hashtags can be used.

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TERMS OF SERVICE

For videos, there should be an audio and on-screen disclosure (which ideally should be clearly present throughout the entire video, or at a minimum, there should be multiple disclosures throughout the video, especially at the beginning), in addition to disclosure in the text description of the video, for which you can utilize the Reebok preferred hashtags. Disclosures should be above the fold in text descriptions.

For Instagram and Snapchat stories, and any other comparable or similar social media posting, include the Reebok preferred hashtags as superimposed disclosure over the content.

Blog Posts – For Influencers

The disclosure of your relationship with Reebok should be placed where it is noticed, preferably close to your endorsement of Reebok.

If, with the prior written approval of Reebok, you post content on your personal blog, you agree to include the following language at the end of the blog post:

“Reebok is a registered trademark of Reebok International Limited, and is used with permission. The views, ideas and opinions expressed here are my own.”



TERMS OF SERVICE

Schedule B

Reebok Influencer Campaign – Statement of Work

This Statement of Work details the specific services Influencer will provide to Reebok in connection with the certain Influencer Agreement entered into by and between Influencer and Reebok for the **Alter the Icons** Campaign (the “Agreement”). All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

In accordance with the terms and conditions set forth in the Agreement, Influencer hereby agrees to perform the following Services:

1. The term in which you shall provide services hereunder (the “Term”) shall be from July 2nd 2018 to December 31 2018.
2. During the Term, you agree to provide us with the following services in connection with the Campaign:
 - a. Create an original photo[post] that conveys your story with the sneakers styled authentically to your personal style. **Please also post at least one Instagram story** to accompany your static post in a way that creatively showcases the shoes
 - b. Between July 20, 2018 and December 31, 2018, post the permanent, static photo on Instagram. The Social Media Post **MUST** meet the following requirements:
 - i. Includes **#altertheicons**, **@reebokclassics**, and for influencers tying to trade accounts it will be as follows:
 1. **Champs: @champssports and #ChampsATI**
 2. **Foot Locker: @footlocker and #FootLockerATI**
 3. **Kids Foot Locker: @kidsfootlocker and #KidsFootLockerATI**
 4. **Reebok: @reebokclassics and #altertheicons**
 - ii. Tags or mentions the appropriate Reebok social channel (e.g., a Twitter post should include @Reebok);
 - iii. Includes **#altertheicons** in the comments/text of the Social Media Post at the time of posting;
 - iv. Not feature any visible or identifiable logo from any direct competitor of Reebok (e.g., Nike, Adidas, Under Armour, New Balance, etc.); [might be better to use competitor list see exhibit B attached]
 - v. Not make any claims about the product given to you without authorization from Reebok;
 - vi. Uses a thank you disclosure to @Reebok that you received the product from Reebok as a gift. Example posts could be expressed in your own voice, i.e.,: “Thanks, @Reebok for theGift of . . . #[ReebokCampaign]”; “My favorite new [_____] – a gift from @Reebok! #[ReebokCampaign]”; “Got free goodies from @Reebok...! #[ReebokCampaign]”; “Love my new presents from @Reebok! #[ReebokCampaign]”; “... gift from my friends @Reebok... #[ReebokCampaign]”; and
 - vii. Conform to the relevant social media platform rules and regulations, including without limitation, the Social Media Guidelines attached hereto as **Schedule A**.
 - viii. [consider adding restrictions on competitors. So no competitor logo or product visible on Influencer’s channel during time post up; might also specify time when can’t work with competitor]

Reebok shall have approval over all content, the images and language used in the Social Media Post. Influencer shall not post the Social Media Post until Reebok has approved the Social Media Post in writing (which approval may be in the form of an e-mail).

3. In consideration for your complete performance of the services described herein, Reebok (or Mavrck, as applicable) agrees to provide you with one (1) complimentary pair of Reebok sneakers (as selected by Reebok) (the “Consideration”).