

# Content Partner Agreement

This Content Creation Agreement (this “**Agreement**”) is made by and between the undersigned content creator (referred to as “**You**” or the “**Creator**”) and *Quotient Technology Inc., a Delaware corporation (“Quotient”)*. This Agreement is effective as of the date You execute this Agreement (the “**Effective Date**”).

A. Quotient (formerly Ahalogy) owns, operates and controls a website located at influencers.quotient.com (the “**Website**”) and provides certain services through such Website.

B. You are a user of the tools and services made available on the Website and Your use of the Website is governed by the Terms of Service published on and governing the Website (<https://influencers.quotient.com/terms-of-service>, as updated from time to time in accordance with the terms thereof, the “**Terms of Service**”).

C. Quotient desires to engage You in accordance with the terms of this Agreement (the “**Engagement**”) to create professional-quality, custom brand-integrated content (the “**Custom Content**”) in order to promote a specific brand (the “**Brand**”).

**NOW, THEREFORE**, in consideration of the foregoing and the agreements contained herein, Quotient and Creator agree as follows.

1. **Terms of Service and License.** The Terms of Service shall govern the Custom Content and Your use of the Website in all respects; provided, however, if there is ever an express contradiction between the Terms of Service and this Agreement, this Agreement will govern. Except as otherwise provided in Section 6 of this Agreement, Custom Content shall be considered a part of “Your Content”, as defined in the Terms of Service.

2. **Process:** After Your acceptance of this Agreement, unless otherwise set forth on **Schedule I** (the “**Order Form**”), Quotient will provide You, or cause the Brand to provide You, a certain product that is to be included in the Custom Content (the “**Product**”). After receipt of the Product, You will provide Quotient with a draft of the Custom Content on or before the Initial Delivery Date set forth on the Order Form. After such initial delivery, You agree to make any modifications or edits to the Custom Content that are requested by Quotient, according to the agreed upon timeline. Once Quotient has approved of the Custom Content, You will publish the Custom Content across all social platforms maintained by You that are listed on the Order Form (“**Creator’s Platforms**” or “**Your Platforms**”). **You agree that You will not publish the Custom Content on Your Platforms until expressly instructed to do so by Quotient. You additionally agree that, unless otherwise directed by Quotient, You will maintain the Custom Content on Your Platforms for at least 12 months (the “Publication Period”) after the initial publication date (the “Publication Date”).** You agree to publish on time and follow the agreed upon schedule for post revisions. The Custom Content shall be posted on Your Platforms within 48 hours of approval by Quotient, unless otherwise indicated in any schedule or as communicated by the Quotient team.

**3. Specifications.** The Custom Content shall conform to the specifications set forth on the Order Form or otherwise instructed by Quotient in writing. You agree to adhere to the specifications and to complete revisions as requested by Quotient and the Brand prior to publishing, as described herein. You agree to communicate in a timely and professional manner with Quotient.

**4. Fees and Payment.** As compensation for the Engagement, Quotient will pay You that fee set forth on **Schedule I** (the “**Engagement Fee**”). The Engagement Fee will be paid to You within sixty (60) days of the Publication Date. If the Custom Content is never published on Your Platforms for any reason, including if the Brand or Quotient do not approve of the Custom Content, You will not be entitled to the Engagement Fee. You also agree to purchase the Product in-store, if requested by Quotient. Upon receiving documentation of purchase (i.e. a copy of your receipt), Quotient will include reimbursement within the Engagement Fee. If payment has been initiated, Quotient reserves the right to stop payment if you have not fulfilled portions of this Agreement and do not respond to attempts to make changes or fulfill the requirements contained in this Agreement.

**5. Confidentiality.** In connection with the Engagement, You will learn, have access to, or participate in the development of certain confidential information regarding both Quotient and the Brand, including, but not limited to, the terms of the Engagement and specifications set forth on the Order Form (the “**Confidential Information**”). The term “Confidential Information” does not include any information that is or becomes generally publicly available (other than as a result of a violation of this Agreement by You). You agree not to disclose, use or make known, for Your benefit or the benefit of another, any Confidential Information or use any such Confidential Information in any way other than as necessary for performing the Engagement.

**6. Ownership and License Rights:** The Custom Content shall be considered “works made for hire” and Quotient is the “person for whom the work was prepared”. As between the parties, Quotient is the author and/or owner, as appropriate, of the Custom Content for purposes of patent, copyright or trademark law and is entitled to secure patent, copyright and trademark protection in Quotient’s name, if and as applicable, and You agree to cooperate with Quotient as reasonably necessary for Quotient to secure such patent, copyright and trademark protection. To the extent that the Custom Content and any intellectual property rights therein or related thereto are deemed or treated as not “works made for hire,” You hereby expressly and irrevocably assign to Quotient all of Your right, title and interest in and to the Custom Content and any and all intellectual property rights therein or related thereto. Quotient hereby grants You a limited, worldwide, non-transferable, non-sublicensable license to publish the Custom Content on Your Platforms, as directed by Quotient. You acknowledge and agree that Quotient may, among other things, sell the Custom Content to the Brand or grant the Brand the right to use the Custom Content without attribution for which the Creator has been retained. The Brand may also be granted the right to use the Custom Content in perpetuity for future advertising in any and all medium.

The Brand shall maintain ownership of all intellectual property owned by the Brand and neither You nor Quotient shall acquire any ownership rights whatsoever in Brand trademarks, name, logos, or other intellectual property by virtue of this Agreement. Creator agrees that all uses of Brand trademarks, name, logos, and other intellectual property will be approved by the Brand in

writing prior to their use and such use shall be limited to the specific use approved in writing by the Brand.

**7. Removal of Custom Content.** Quotient may, in its discretion, require You to immediately remove the Custom Content from Your Platforms if, at any time, Quotient determines that either (i) You have breached the terms of this Agreement or the Terms of Service, or (ii) Your continued association with Quotient or the Brand is damaging to the business or reputation of Quotient or the Brand.

**8. Competitive Partnerships.** You agree that, prior to the Effective Date, You have disclosed to Quotient any agreements or partnerships (i) between You and any person, corporation, business or other entity that is competitive with the Brand, or (ii) that You are a party to or bound by that could reasonably be considered competitive to, or damaging to the business or reputation of, the Brand (a “**Competitive Partnership**”). If a Competitive Partnership arises at any time during the Publication Period, You will immediately notify Quotient and, if requested by Quotient, will remove the Custom Content from Your Platforms. From the Effective Date through the Publication Date and for a period of sixty (60) days after the Publication Date, you agree to not render any services of any kind for any products competitive to the Products or any products listed in the exclusivity category, if any, specified in the brief or specifications.

**9. Analytics.** For at least 3 months following Publication Date, You will provide Quotient with access to the applicable website analytics or provide a performance summary at the end of each month using a template provided by Quotient. Unless otherwise directed by Quotient, You agree that You shall report Your post and share URLs to quotient and provide access to page level data by giving Google Analytics access. Your work is not considered complete until Your performance data has been delivered to Quotient or the Brand, as specified by Quotient.

**10. Disclosure Requirements.** The Brand believes in full transparency and in full, fair and effective disclosures of material facts relating to Your relationship with the Brand. You agree to adhere to the FTC’s Guides Concerning the Use of Endorsements and Testimonials in Advertising (<http://ftc.gov/os/2009/10/091005revisedendorsementguides.pdf>) (“**FTC Endorsement Guides**”). You agree to comply with the FTC Endorsement Guides and not to speak about or refer to the Brand, directly or indirectly, without disclosing that the Brand paid You for Your services, including, but not limited to when blogging or speaking about the Brand. Quotient has the sole discretion to approve of the form of any such disclosure, but in all cases it shall appear clearly and conspicuously and in close proximity to any statements You make about the Brand or its products or services. Quotient also recommends You add the nofollow attribute to instruct search engines that the hyperlink should not influence the ranking of the link’s target in the search engine’s index.

**11. Creator Representations and Warranties.** You hereby reaffirm, represent and warrant to Quotient that all of the representations and warranties made by You in the Terms of Service, including, but not limited to, those regarding Your ownership of Your Content and the accuracy and truthfulness of the Your Content, are true, complete and accurate as of the Effective Date. Additionally, You hereby represent and warrant that: You have the full right, power and

authority to enter into this Agreement; and You have read, understood and agree to the Terms of Service, including the procedures through which the same may be updated.

**12. Indemnification.** You agree to indemnify, defend and hold harmless Quotient and its directors, officers, shareholders, employees, agents and affiliates (the “**Affiliated Parties**”) from any damages, liability, losses, claims and expenses, including reasonable attorneys’ fees, related to the Custom Content, Your use of the Website or any violation of this Agreement or the Terms of Service.

**13. Assignment.** You agree that this Agreement is personal to You and that You will not assign or otherwise transfer this Agreement or the rights or obligations described herein. Any purported assignment or transfer in violation of this section by You is void. Quotient may freely assign or otherwise transfer all or any portion of this Agreement without Your consent. This Agreement is binding upon and inures to the benefits of the parties hereto and their respective permitted successors and assigns.

**14. Miscellaneous.** Your relationship with Quotient is that of an independent contractor and nothing contained in this Agreement shall be construed as creating any form of agency or partnership. This Agreement, together with the Terms of Service, constitutes the entire agreement of Quotient and the Creator with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, relating to the subject matter of this Agreement. No amendment, modification or waiver of the terms of this Agreement shall be effective unless set forth in a writing signed by Quotient and the Creator. If any term or provision of this Agreement is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal district court for the Northern District of California, or, if federal subject matter jurisdiction is lacking, then in the state courts located in Santa Clara County, California, and each party irrevocably submits to the jurisdiction of such courts in any such action or proceeding.