

#TeamSamsung Influencer Program Terms & Conditions

CONTENT CREATION, OWNERSHIP AND RIGHTS AGREEMENT

This Agreement ("Agreement") is made as of [Date] (the "Effective Date") by and between Samsung Electronics Canada, Inc. ("Samsung"), and XXXX ("Creator"), with respect to the creation by Creator of photographs and/or video footage depicting certain electronic Products manufactured by Samsung, which photographs and footage (as applicable) are intended for use by Samsung in and in connection with the advertising and other promotion, marketing and sale of Samsung and its products and services (the "Photos/Videos" and "Advertising," respectively). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Products:** Samsung may, but shall have no obligation to, deliver to Creator, at no cost to Creator, one or more electronic Products manufactured by Samsung, including without limitation a smartphone, smart watch, TV, appliances and/or tablet (the "Products"), for Creator to use in the creation of (including without limitation to capture and/or to be depicted in) the Photos/Videos. Creator acknowledges and agrees that all Products will be provided under this Agreement on a loan-only basis during the Term (as defined in Section 9). At the conclusion of the Term, title in and to the Products shall transfer from Samsung to Creator.

Should either party terminate this Agreement prior to the conclusion of the Term of this Agreement, Creator shall immediately return to Samsung all Products requested, as specified by Samsung. Creator shall bear all costs and risk of said return, except that Samsung will provide Creator with a pre-paid shipping label to use for said return. Creator shall be solely responsible for ensuring that Samsung receives the returned loaned Products in their original, unaltered and undamaged condition, other than normal wear and tear.

During the Term of the Agreement, Creator may use the Products only (i) in connection with the creation of the Photos/Videos and in accordance with this Agreement, and (ii) for its personal, non-commercial use, and solely with any and all memory storage, SIM cards, voice and/or data service, and other tools necessary for said use provided at Creator's sole expense; (b) Creator shall not permit any third party to possess and/or use any Product, and shall use best efforts to prevent any unauthorized possession and/or use of the Products; and (c) Creator will (i) use best efforts to safeguard the Products from all damage, loss and theft, and maintain the Products in good working order, (ii) report all damage, loss and/or theft of the Products to Samsung within one business day, and cooperate in the providing of all information and preparation of all forms necessary for reporting the damage, loss and/or theft to any applicable insurance carrier and/or law enforcement agency, and (iii) except as otherwise may be agreed to by Samsung in writing, be solely responsible for all damage, loss and/or theft of the Products. Without limiting the foregoing, in the event that Creator becomes aware that a Product is damaged or otherwise not in good working order, Creator promptly shall arrange for repair of said Product by a service provider authorized by Samsung to perform said repair, at Creator's sole cost.

2. **Deliverables:** Creator to produce an average of one (1) piece of content per week featuring Samsung Products for TikTok or Instagram channels.

- Content shall use #TeamSamsung and tag @SamsungCanada
- Content shall be reviewed and approved in advance by a designated representative from Samsung Canada
- From time to time, Samsung may determine based on Samsung's Advertising needs, and Samsung will provide to Creator and other influencers (each, a "TeamSamsung Influencer") a brief with specifications for the Photos/Videos sought by Samsung, including but not limited to key messages to be communicated, visual content to be included, image direction, and required delivery dates (each, a "Brief"). Samsung will provide the Brief to Creator reasonably in advance of the delivery dates for the Photos/Videos.
- Creator will be required to share Content on their own Social Media pages following the above-mentioned approval.

All content will be deemed to include the following additional restrictions: The Photos/Videos may not contain any material that is and/or reasonably may be considered to be:

- offensive, inappropriate, profane, indecent, sexually explicit, obscene, violent, tortious, harassing, disparaging and/or defamatory
- hate speech, promoting bigotry, racism, hatred, harm and/or bullying against any group and/or individual, and/or promoting discrimination based on race, gender, gender identity, religion, nationality, national origin, disability, sexual orientation and/or age
- unlawful under the laws and/or regulations of any jurisdiction where the Photos/Videos are created and/or may be distributed and/or viewed
- false and/or misleading
- infringing or otherwise violating any rights of a third party, including but not limited to any copyright, trademark, privacy, publicity and/or other intellectual property right
- a paid placement and/or otherwise included in the Photos/Videos in exchange for a benefit granted to Creator
- disparaging Samsung and/or Samsung's competitors, and/or their respective products and/or services
- inconsistent with Samsung's image and/or values
- Depicting or making any reference to or likeness of any identifiable third parties, other than the Creator, unless consent has been obtained from all such individuals (and their parental/legal guardian if they are under the age of majority in their jurisdiction of residence)
- In violation of TikTok's Terms of Service (available at <https://www.tiktok.com/legal/terms-of-service>) or Instagram Terms of Service (available at <https://help.instagram.com/581066165581870>) as applicable

The Photos/Videos may not include any third party elements, including without limitation any creative works protected by copyright; any trademarks and/or brand indicia; and/or the names, images, likenesses, performances, voices, statements, biographical information and/or other identifying traits of any persons (each, a "Third Party Element"), without the prior written consent of the applicable rights owner(s), expressly granting to Samsung, among other things, the right to use and reuse the Third Party Element in and in connection with the Advertising, in any and all media, worldwide, in perpetuity, and without any payment and/or other benefit, credit and/or notice to the applicable rights owner(s), without any approval by the applicable rights owner(s), and without restriction of any kind. (A consent form for Creator to provide to applicable rights owner(s) for this purpose is provided as **Exhibit A** to this

Agreement.) For each Photo/Video that it delivers to Samsung under this Agreement, and at the same time as said delivery, Creator shall provide all said written consents.

Creator may use the camera feature of a Product, if any, and/or any other camera to create the Photos/Videos, except that Creator may not, under any circumstances, use the camera feature of a smartphone manufactured by a third party to create any Photo/Video. For each Photo/Video that it delivers to Samsung under this Agreement, and at the same time as said delivery, Creator shall identify to Samsung in writing the brand and model of camera, if any, used to create said Photo/Video.

Creator will use best efforts to create and deliver to Samsung Photos/Videos that strictly comply with the Brief. Creator also may create and deliver to Samsung Photos/Videos that do not comply with and/or otherwise relate to a Brief, that Creator believes may be of interest to Samsung for use in the Advertising. All Photos/Videos shall comply with the restrictions set forth in this Section 2 (the "Restrictions").

3. Content Ownership: Except as otherwise provided herein, all Photos/Videos and other property created by Creator with any and all Products, including without limitation all Photos/Videos delivered by Creator to Samsung pursuant to this Agreement, and all copyrights and other rights therein, shall be and remain the exclusive property of Samsung and, unless otherwise specifically provided by Samsung in writing, shall be deemed "works made for hire" for Samsung. Samsung shall be the author and exclusive owner thereof (including without limitation the exclusive owner of all copyright and other rights therein) for all purposes, throughout the universe. If any of the Photos/Videos and/or other said property, and/or any rights therein, are not legally capable of being works made for hire, then Creator hereby irrevocably assigns to Samsung all ownership interest in said Photos/Videos, property and/or rights, as applicable, throughout the universe.

Unless otherwise specifically provided, Samsung's rights in the Photos/Videos shall include, but not be limited to, the exclusive right to use and otherwise exploit (and to permit any and all third parties to use and otherwise exploit) any or all of the Photos/Videos in any manner and in any media, whether now known or hereafter devised, throughout the world, in perpetuity and without restriction and/or obligation of any kind. Without limiting the generality of the foregoing, Samsung's rights in the Photos/Videos shall include the right to distribute, display, perform, dub, edit, rearrange, reproduce, subtitle and copyright any or all of the Photos/Videos, and to combine the Photos/Videos with any and all content, as Samsung may determine in its sole discretion.

Creator will not mortgage, pledge, assign, or otherwise encumber any or all of the Photos/Videos. Creator will not reproduce, publish, display, perform and/or otherwise use the Photos/Videos, at any time and/or for any purpose, other than as set forth in this Agreement, including without limitation in Section 7 hereof. All rights granted to Samsung shall vest in Samsung immediately upon creation of the Photos/Videos, without reservation, condition or limitation, and shall remain vested whether or not this Agreement is terminated for any reason. No rights of any kind in and/or to any Photos/Videos are reserved to and/or by Creator, or shall vest in or revert to Creator, except as otherwise set forth in this Agreement, including without limitation in Section 7 hereof. Creator waives Creator's so-called "moral rights," if any, including without limitation all rights of attribution and integrity, in and to all Photos/Videos.

4. No Obligation to Use: For clarity, and without limiting Section 2 hereof in any way, Samsung shall have the right, but not the obligation, to exploit, reproduce, distribute, display, perform and otherwise

use and reuse the Photos/Videos in and in connection with the Advertising, and in any other commercial and/or non-commercial manner whatsoever.

5. Publicity: In the event that Samsung elects to use any Photos/Videos in the Advertising, Samsung shall use best efforts to identify Creator as the creator of said Photos/Videos, to the extent that providing such attribution is customary, in Samsung's reasonable discretion, for the use being made. Except, however, that Samsung's inadvertent failure to provide the foregoing attribution to Creator shall not be deemed a breach of this Section 5. Creator hereby irrevocably grants to Samsung and their respective designees, worldwide, in perpetuity, and without any payment and/or other benefit, the right to use Creator's name, social media handle(s) and other nicknames, image, likeness, performance, voice, statements, biographical information and/or other identifying traits (the "Persona") in and in connection with the Photos/Videos, including without limitation (a) as the same may be included in the Photos/Videos, (b) in connection with the foregoing attribution, (c) to identify Creator as a TeamSamsung Influencer, and/or (d) as set forth in Section 7 of this Agreement. Creator hereby waives any and all right of inspection and/or approval of any use of its Persona permitted under this Agreement.

6. Compensation: Creator will receive no fee, royalty and/or other monetary or non-monetary compensation of any kind in connection with its creation of the Photos/Videos, its delivery of the Photos/Videos to Samsung, any use by Samsung (and/or their designees) of the Photos/Videos and/or the Persona, and/or any other services performed, rights granted and/or obligations assumed under this Agreement, except as expressly set forth in this Agreement. For clarity, Creator acknowledges and agrees that its receipt of and right to use the Products (if any, and whether loaned or given to Creator) and the opportunity to have one or more of its Photos/Videos potentially selected for use in and in connection with the Advertising (with or without attribution therefor) is sufficient consideration for all its covenants set forth in this Agreement.

7. Creator Use of Photos/Videos: Samsung hereby grants to Creator a revocable license to use the Photos/Videos on Creator's social media channels, conditioned upon each said use (including without limitation all accompanying posts) complying with the Restrictions (or, with respect to the posts, the equivalent) and all other provisions of this Agreement. Creator hereby irrevocably grants to Samsung, worldwide, in perpetuity, and without any payment and/or other benefit, the right to re-post, reproduce, display, perform and otherwise use any said posts by Creator featuring the Photos/Videos, in the Advertising.

Creator may not permit any third party to use the Photos/Videos, for any non-commercial and/or commercial purpose whatsoever, without Samsung's prior written consent. For clarity, the foregoing restriction applies to all of the Photos/Videos, whether or not they have been used by Samsung in the Advertising.

8. Confidentiality: Creator agrees to hold in strictest confidence and not use and/or disclose, without Samsung's prior written consent, any proprietary, sensitive and/or confidential information and/or materials of Samsung ("Confidential Information"), including without limitation the fact of this Agreement, the terms of this Agreement, the content of the Brief, the Photos/Videos, and/or any other information and/or materials relating to Samsung and/or their respective competitors, and/or their respective businesses, and/or released or unreleased products and/or services, that Creator may acquire and/or have access to as a result of and/or otherwise in connection with this Agreement. For

clarity and without limiting the foregoing, Confidential Information shall be deemed to include inaccurate information and/or materials relating to Samsung, and/or their respective businesses, services and/or products, even if said inaccurate information and/or materials has become publicly known. Except, however, that Creator may use the Photos/Videos as permitted under Section 7 hereof, and may disclose Confidential Information to the extent compelled by legal process, so long as Creator promptly provides written notice of any such mandatory request for disclosure to Samsung.

All Confidential Information shall be and remain the exclusive property of Samsung, as applicable. Upon the written request of Samsung, Creator immediately shall, as directed by Samsung, (a) return to Samsung all copies of the Confidential Information in its custody or control, at Samsung's sole expense, (b) permanently destroy all copies of the Confidential Information in its custody or control, and provide written certification of said destruction, and/or (c) in the case of information and/or materials in non-tangible form, permanently delete all copies of the Confidential Information in its custody or control, and provide written certification of said deletion.

To the extent that Creator is provided access to pre-launch product information or is invited to a pre-launch event, the Creator will be required to sign a separate Top Secret Non-Disclosure Agreement with regard to such information or event and their respective content.

9. Term and Termination: This Agreement comes into force on the Effective Date, and shall continue in full force and effect for eight (8) months (the "Term") unless extended by agreement of the Parties in writing. Creator shall be entitled, at its option, to terminate this Agreement for convenience upon giving the Samsung thirty (30) calendar days' prior written notice. Samsung may terminate this Agreement for convenience at any time by providing a written notice to Creator.

10. Representations and Warranties: Creator hereby warrants, represents and agrees that: (a) Creator has the right and power to enter into this Agreement and perform the services, grant the rights and assume the obligations set forth herein, and in doing so will not violate any rights of any third party; (b) Creator is the sole creator of the Photos/Videos, and the Photos/Videos are Creator's wholly original work product, other than the Third Party Elements, all rights to which Creator has secured and delivered to Samsung as required under this Agreement; (c) Creator previously has not (and has not authorized any third party to) published, displayed, performed and/or otherwise publicly disclosed the Photos/Videos and/or any images substantially similar to any Photos/Videos; and (d) Samsung and their respective designees' use of the Photos/Videos in and in connection with the Advertising and in any and all other manner, and their use of the Persona as permitted under Section 5 of this Agreement, will not violate any rights of any third party, including without limitation any copyright, moral, trademark, privacy, publicity, contract and/or other personal and/or property right.

10. Release/Indemnification: Creator will indemnify, defend and release Samsung, and each of their directors, officers, employees, parents, subsidiaries, affiliates, agents, representatives, contractors, successors, assigns, licensees and designees, from and against all claims, actions, losses, damages, liabilities, judgments, costs and expenses (including without limitations attorney's fees) of any kind or nature whatsoever (the "Claims") arising from (a) the creation and/or use of the Photos/Videos, and/or the use of the Persona as permitted under Section 5 of this Agreement, including, but not limited to, Claims based upon defamation (including libel and slander), invasion of privacy, right of publicity, copyright, moral right, trademark, false association, emotional distress, breach of contract, unfair competition, and/or any other personal and/or property right, (b) Creator's actual or alleged breach of

any provision of this Agreement, and/or (c) Creator's actual or alleged negligence, willful misconduct and/or violation of law.

11. No Injunctive Relief: In no event may Creator seek to rescind and/or terminate the rights granted hereunder, or seek or obtain injunctive relief and/or other equitable relief with respect to the rights granted hereunder, including without limitation against Samsung's distribution, display, performance and/or other use of any Advertising.

12. Exclusivity: During the period of time in which it is in possession of any Product, and for three months thereafter, Creator shall not perform any services, create and/or deliver any photographs and/or video footage, and/or use and/or permit use of its Persona, for any product and/or service, and/or any manufacturer, in the following categories: smartphones, smart watches, audio Products, TVs, Monitors, activity trackers, tablet computers, personal computers, and technology accessories (e.g., mobile phone and/or laptop covers and/or cases, tablet keyboards and watch bands).

13. Miscellaneous. At all times Creator will be acting as an independent contractor, and nothing set forth in this Agreement and/or otherwise will create an employer/employee relationship between Creator, on the one hand, and Samsung, on the other hand.

This Agreement sets forth the entire Agreement between Creator, on the one hand, and Samsung, on the other hand, and supersedes all prior agreements, relating to the subject matter hereof. For clarity, this Agreement sets forth all terms applicable to all photographs and video footage created under this Agreement. This Agreement may be modified only by a written document expressly identified as an amendment hereto and signed by Creator and Samsung.

This Agreement will be governed by the laws of Ontario without regard to any conflict of laws principles to the contrary. Any dispute between Creator and Samsung arising out of this Agreement will be heard exclusively in the province of Ontario and the provincial or federal courts in the province of Ontario and the Creator and Samsung each hereby irrevocably consents to jurisdiction and venue in said courts. In any said dispute the prevailing party, following trial and appeal, if any, will be entitled to reimbursement of its legal fees, costs and expenses from the non-prevailing party.

Original signatures transmitted and received electronically (e.g., facsimile and/or pdf) are true and valid signatures for all purposes hereunder and will be binding to the same extent as an original signature.

AGREED TO AND ACCEPTED

Legal Name of Creator:

Date:

Signature:

AGREED TO AND ACCEPTED

Samsung Electronics Canada Inc.

Name:

Title:

Date:

Signature: