

Freezing Tips

Influencer will prepare three to four (3-4) “tips” per each category set forth below:

- Freezer storage methods and best tips for freezing food
- What to freeze and how: Freezing and Food Safety: How to properly store and for how long, could include leftovers and a laundry list of other types of food
- How you convert a recipe for freezer cooking
- Fill up your freezer – how to plan ahead, save time and money, cooking strategies, etc. for back to school and/or holiday

Content Requirements:

All images must be delivered in high resolution and include basic retouching (clean-up, color balance, all other brands and third party logos removed). Agency and Marketer may further retouch any imagery to align to brand standards or to fit within marketing materials. Agency or Marketer shall have final approval over all Content.

Content Delivery Schedule:

All Posts are due for review one (1) week before they go live. Go live dates are listed below.

June 30th: all freezer cooking recipes, images, ingredient list, freezer party instructions and PR tips are due.

July 2nd: 4th of July Refrigerator post + Facebook goes live

July 7th: On-the-Go post + Facebook goes live

July 21st: Farmer’s Market post + Facebook goes live

July 20th: Freezer cooking party and freezer storage images are due

August 10th: Freezer Cooking Party Planning Post + Facebook goes live

August 17th: Freezer cooking party post + Facebook goes live

August 24th: Freezer Meals storage post + Facebook goes live

The Term will run from June 4, 2015 until August 30, 2015.

Influencer hereby irrevocably authorizes and grants permission to the above-named Agency and Marketer, their successors and assigns, to use, separately or together, Influencer’s name, voice, picture, performance or other likenesses, quotes and approved biographical data (collectively, “Likeness”), in whole or in part, in the Media in the Territory for the purposes of promoting the Program and for trade and archival purposes.

Influencer will include clear disclosure in any public communication regarding the Program of Influencer’s relationship with Marketer. Influencer will cooperate with Agency’s reasonable instructions regarding the format, content and placement of such disclosure.

Influencer agrees to provide the services described above consistent with the specifications set forth above, to supply the Content in accordance with the schedule above, and to, at no additional cost to Influencer, review and provide additional information reasonably requested by Agency or Marketer for use in “Media”, including but not limited to: (i) all manner of digital media, mobile applications, Marketer’s websites and social media channels, Marketer’s retail partner websites, paid media, and Marketer’s intranet sites; (ii) industrial media including without limitation in-store/retail, sales meetings, industry and trade shows, and other consumer events; (iii) public relations and media relations events and materials, including without limitation press releases, press kits, media alerts, audio news releases, and educational materials; (iv) print media for photo assets; and (v) Agency’s and Marketer’s internal, business, archival and/or historical purposes including as part of corporate employee newsletters, e-mails, and annual aggregate reports, collectively referred to herein as “Media”. Influencer acknowledges that Influencer has no right, title or interest, and agrees that Influencer will not claim any, in or to any Content, Posts or Media materials produced hereunder. All Content, Posts and Media materials developed or used hereunder shall be and remain

Marketer's property, and Marketer shall have the right to use, reuse, reproduce, repurpose, reformat, modify, edit, copy, create derivative works, copyright and exhibit them throughout the world in perpetuity, subject to the limitations on Agency's and Marketer's ability to use Influencer's Likeness as set forth in this Agreement. Without limiting the foregoing, it is specifically understood and agreed that any copyrightable works created hereunder, including the Content, Posts and other material, shall be works "made for hire" and Influencer shall not retain any ownership rights whatsoever in or to said works. Influencer hereby waives any and all moral rights, including without limitation, any limitation on subsequent modification that Influencer has or may have in the Content, Posts or material and in any other intellectual property that is or becomes the property of Marketer under this Agreement. If said works are not considered works "made for hire," Influencer hereby assigns all rights to said works to Marketer. Influencer agrees that all Content and Posts shall remain on the Thriving Home Blog for at least one (1) year post-Term, unless Influencer is directed to remove any Content or Posts earlier by Agency or Marketer.

Influencer warrants and represents that Influencer owns or otherwise controls all of the rights to Influencer's Posts, Content and material delivered hereunder, except for any materials provided by Agency or Marketer, and that Influencer has received any necessary permissions or rights to sublicense consistent with the terms of this Agreement any content or other material owned by any third parties which are included in the Content, Posts or other materials delivered hereunder (including, without limitation, the use of another party's image or likeness or location) ("Third Party Materials"). Influencer hereby grants, or shall cause to be granted, to Marketer and its affiliates and agents, a perpetual, worldwide license to archive, copy, modify, distribute, publicly display, edit, translate and reformat Influencer's Posts, Content and any other material delivered pursuant to this Agreement, including, without limitation, the right to do each of the foregoing with respect to any Third Party Materials in any and all media now known or hereafter devised, without compensation, permission or notification to you or any third party.

In connection with the above, Influencer hereby releases and holds Marketer and Agency and their respective subsidiaries, affiliates, suppliers, distributors, agencies and each of their respective officers, directors, employees, and agents harmless from all liability, loss, claims, suits or damages arising out of or in connection with the Program, the authorized use of Influencer's Likeness, Third Party Materials, the Content and/or the Posts, including but not limited to, personal injury, death, damage to or loss of property, as well as compensatory, punitive, enhanced, consequential and incidental damages and reasonable attorneys' fees, whether such damages arise under contract, tort or statute.

Unless required by law, (i) Influencer agrees to keep the terms of this Agreement confidential including, without limitation, the compensation paid to Influencer and shall not disclose any such terms without Marketer's prior written permission and (ii) Influencer further agrees to keep confidential all documents and other materials delivered by Agency or Marketer to Influencer.

If, prior to or during the Term, Influencer has committed, or shall commit, any act, or has or shall become involved in any situation or occurrence (collectively, an "Act") tending to bring Influencer into public disrepute, contempt, scandal or ridicule, or tending to shock, insult or offend the people of this nation or any class or group thereof, or reflecting unfavorably upon the reputations of Program, Marketer or Agency, then this Agreement will be immediately terminated and no compensation will be due Influencer. Influencer further agrees, during the Term and for one (1) year thereafter, not to make any statements that disparage or reflect unfavorably on the Program, Agency, Marketer, or the products or services provided by Marketer or make any statements that in any way adversely affect the reputation, financial status, operations or business relationships of Agency or Marketer. Influencer acknowledges that a breach of this paragraph shall be a material breach of this Agreement which entitles Agency and/or Marketer to terminate this Agreement immediately and which shall cause irreparable injury to Agency and/or Marketer for which there may be no adequate legal remedy. Influencer further acknowledges that any decision on matters arising under this paragraph will be at the sole discretion of Agency and/or Marketer and shall be conclusive.

Influencer agrees that if Influencer commits a material breach of any provision of this Agreement or at any time fails or refuses to fulfill Influencer's obligations hereunder, then Marketer or Agency may terminate this Agreement.

Influencer represents and warrants that Influencer is twenty-one years old or older (or, if not, that a parent or legal guardian will sign on such Influencer's behalf) and that this Agreement does not in any way conflict with any existing commitments on Influencer's part. Influencer further warrants and represents that Influencer has the full right to enter into this Agreement without violating the legal or equitable rights of any third party.

Influencer represents and warrants that Influencer has not, in the previous two (2) months, authorized or permitted the use of Influencer's name, picture, portrait, likeness or testimonial statement or rendered any services of any kind

on behalf of or in connection with any other small or major kitchen appliance, and covenants that no Influencer will authorize such uses or render any such services during the Term and for three (3) months thereafter, in connection with the advertising or promotion of any product or service competitive to or incompatible with the above-described category of exclusivity.

Influencer is responsible for all federal, state and local taxes and any other costs or expenses incurred in accepting any compensation, including the MSRP of the Appliances and any related materials, from Agency or Marketer.

In the event any Appliance requires service, Influencer shall provide Marketer with immediate notice of the need for service. Each Appliance's standard warranty shall apply. During the Term, all service on the Appliances shall be performed by Marketer or its authorized service provider. If such service to the Appliances arises from an event or occurrence not covered by Marketer's standard warranty, the cost of such repairs (at Marketer's standard rates for time and expenses) shall be payable by Influencer.

Influencer agrees to the representations and warranties set forth on **Exhibit A**, which are incorporated herein.

Nothing contained herein will constitute any obligation on the parties hereto to make any use of the rights set forth herein. This Agreement contains the entire understanding between the parties regarding the subject matter hereof and supersedes all prior understandings. No waiver, modification or addition to this Agreement shall be valid unless in writing and signed by the parties hereto. This Agreement shall be construed in accordance with the substantive laws of the state in which Agency's place of business is located, without regard to that state's conflict of laws rules.

ACCEPTED & AGREED:

Polly Conner
Date:

CMGRP, Inc. d/b/a Weber Shandwick

By:
Its:
Date:

Electrolux Home Products, Inc.

By:
Its:
Date:

Exhibit A

Influencer Representations and Warranties.

Influencer represents and warrants that:

- (a) Influencer's statements will reflect Influencer's honest views and experience with Marketer's products and services (Influencer agrees, if necessary, to furnish appropriate testimonial affidavits);
- (b) Influencer will promptly notify Agency if Influencer's opinion of Marketer's products or services changes from that which Influencer has expressed to Agency or Marketer to date;
- (c) Influencer shall not act or engage in any practice or conduct in any manner detrimental to the reputation of Marketer or Marketer's products or services;
- (d) Influencer shall comply with all laws, rules, orders and ordinances regulations applicable to Influencer's conduct under the Agreement, including but not limited to the Federal Trade Commission Guides Concerning the Use of Testimonials and Endorsements in Advertising, effective December 1, 2009 as amended from time to time, as they may relate to Influencer's relationship with Marketer;
- (e) Influencer's statements about Marketer's products or services shall be accurate;
- (f) Influencer shall not make any false, misleading or disparaging remarks about individuals or organizations or their products or services;
- (g) Influencer will render Influencer's services in a prompt, first-class and competent manner to the best of Influencer's ability, that all of Influencer's services will be subject to Marketer or Agency's reasonable approval, direction and control at all times, and Influencer will comply with whatever scripts and reasonable instructions, suggestions and recommendations Marketer or Agency may give Influencer in connection with the rendition of such services;
- (h) While on any third party's premises, Influencer shall comply with all of such third party's rules and regulations including, but not limited to, safety, health, and rules prohibiting misconduct on such premises such as use of physical aggression against persons or property, harassment, and theft;
- (i) Influencer's Post will not include materials that are unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; and
- (j) Influencer will not post any materials that infringe any patent, trademark, trade secret, copyright, or other proprietary rights of any party.
- (k) Influencer is twenty-one years old or older (or, if not, that a parent or legal guardian will sign on Influencer's behalf); that this Agreement does not in any way conflict with any existing commitments on Influencer's part; and that Influencer has the full right to enter into this Agreement without violating the legal or equitable rights of any third party;
- (l) During the Term and for one (1) year thereafter, Influencer agrees not to make any statements that disparage or reflect unfavorably on the Program, Agency or Marketer or make any statements that in any way adversely affect the reputation, financial status, operations or business relationships of Agency or Marketer;
- (m) Influencer shall not have any right, title, interest, or claim to any Content, Posts or Media materials produced hereunder and all Content, Posts and Media materials developed or used hereunder shall be and remain Marketer's property, and Marketer shall have the right to use, reuse, reproduce, repurpose, reformat, modify, edit, copy, create derivative works, copyright and exhibit them throughout the world in perpetuity; and

(n) Influencer has not in the previous two (2) months authorized or permitted the use of Influencer's name, picture, portrait, likeness or testimonial statement or rendered any services of any kind on behalf of or in connection with any other kitchen appliance, and covenants that he will not authorize such uses or render any such services during the Term and for three (3) months after the Term, in connection with the advertising or promotion of any product or service competitive to or incompatible with the above-described category of exclusivity.