

**BAYADA HOME HEALTH CARE**  
**Nurses Week 2018**  
**Influencer Agreement**

This Agreement (the "Agreement") is made this 20 day of April 2018 by and between **BAYADA HOME HEALTH CARE** ("Sponsor") and **TAYLOR WALKER** ("Influencer") to provide the below services for the Products during the Term.

**SPOKESPERSON:** Taylor Walker

**EVENT:** Nurses Week

**PRODUCTS:** Influencer Content/Nurses Week 2018

**TERM:** Effective Date: April 20, 2018 End Date: June 22, 2018

**DESCRIPTION OF SERVICES:** During the term of this agreement, Taylor Walker agrees to provide the below services on behalf of BAYADA Home Health Care:

- A. Post one, long-form blog post of at least 500 words that includes messaging provided in "BAYADA Nurses Week Content Guidelines" document with custom images on May 6, 2018.
  - a. Blog post must include a UTM link back to Nursesweek.bayada.com.
- B. Once the blog post is live, follow the below social media posting requirements (between May 6-12):
  - a. Share blog post on Taylor Walker's Facebook account, using hashtags in "BAYADA Nurses Week Content Guidelines" document, and tag the BAYADA Home Health Care account.
    - i. Format for tagging: @BAYADAHomeHealthCare
  - b. Create and post two Instagram Stories referring to blog post and content guideline messaging.
  - c. Taylor Walker will incorporate self-care kit visual and messaging into at least one of the required social media posts and select a follower to win a kit. During May 6-12, 2018, Taylor Walker will retrieve address from winner and provide it to Amanda Michelson so she can send him or her the kit.
- C. Provide all accompanying digital, high-resolution professional photography assets (no watermarks) and/or video from the blog post to the Vault Communications team. These assets will be leveraged at BAYADA Home Health Care's discretion, including on Bayada.com and BAYADA's social media platforms.
- D. All written material, including blog post and social media posts, as well as image assets will undergo review and suggestion process within the following timeline (subject to change by Vault Communications and BAYADA Home Health Care):
  - a. April 30, 2018 – all first drafts of written materials are submitted to Amanda Michelson at Vault Communications ([amichelson@vaultcommunications.com](mailto:amichelson@vaultcommunications.com)).
  - b. May 2, 2018 – Amanda Michelson will provide content feedback to Taylor Walker.
  - c. May 3, 2018 – Taylor Walker will provide updated content based on feedback, if necessary.
  - d. May 6, 2018 – Taylor Walker will publish the blog post and at least one of the required social media posts.
  - e. May 6-12, 2018 – Taylor Walker will publish all remaining required content outlined in description of services.

**TIME COMMITMENT:** Influencers agree to make themselves available to perform the Services under this agreement, each as scheduled subject to their professional and personal availability in coordination with Sponsor.

**COMPENSATION:** As payment for the Services, Influencer will be compensated a \$1,800 fee. Subject to the provisions of this Agreement, Sponsor or Vault Communications on behalf of Sponsor, agrees to pay Spokesperson the fee set forth for Spokesperson's Services. The Fee shall be due 30 days after completion of the Services, subject to Sponsor's receipt of an invoice from the Influencer. Payments shall be paid via check. In the event Influencer does not fulfill the Services, the final payment will be withheld and Sponsor shall have no further payment liability pursuant to this Agreement. Should the engagements be cancelled for any reason, Influencer will only be reimbursed for out-of-pocket expenses incurred by Influencer prior to the cancellation.

**MATERIALS:** All materials produced by Sponsor or Influencer pursuant to this Agreement shall become and remain the sole and absolute property of Sponsor ("Materials"). Influencer acknowledges that the Materials are created as a work-for-hire and that Influencer shall not have any right, title or interest of any kind in or to said materials or any component part, element or reproduction thereof. If, however, it is alleged that any element of the Materials was not created as a work-for-hire, Influencer is hereby deemed to have transferred and assigned all right, title and interest in and to such Materials to Sponsor. Sponsor shall own all intellectual property and other rights to the Materials and may use, without name credit, the Materials, or any part or parts

thereof, or none of it, as it sees fit throughout the world. Sponsor may alter the Materials, add to them or combine them with any other materials, at its sole discretion.

**USE OF LIKENESS:** During the Term of this Agreement and in the Territory, Sponsor shall be permitted to utilize Influencer's name, image, voice, endorsement, signature or biographical material (collectively, "Influencer's Likeness") in conjunction with the advertisement or marketing of the Event itself, in any and all media, including Sponsor digital platforms, without any review or approval. Influencer agrees that once Sponsor posts anything via social media, it shall have no obligation to remove it and acknowledges that due to the nature of the internet, Sponsor has limited to no control over third party online users and regeneration of online content. The Territory shall include North America, including the United States and its territories and possessions (including, without limitation, Puerto Rico), Canada and Mexico provided that with respect to the Internet, the territory shall be worldwide.

**WARRANTIES:** Influencer represents that (a) the execution and performance of this Agreement will not conflict with or result in a material breach of the terms of any other agreement to which Influencer is a party; (b) Influencer is not, and will not be subject to any obligation, disability or restriction which will or might prevent it from performing the Services, and (c) Sponsor's use of the Influencer's Likeness and the Materials in the Territory solely as, and to the extent, expressly authorized in this Agreement shall not violate or infringe upon the rights of any person, estate and/or entity, including, without limitation, rights affecting copyright, trademark, contract, privacy and/or publicity.

**TERMINATION:** In the event of cancellation of the Event or termination of this Agreement at any time by Influencer due to illness, injury, or an unforeseen emergency, Sponsor or Vault Communications on behalf of Sponsor shall not be liable to Influencer for the Fee. If Influencer fails to complete all of the obligations under this Agreement for any reason, Influencer shall be required to make a pro-rated return of the Fee. This Agreement may be terminated immediately by Sponsor at any time upon prior written notice to Influencer if during the Term: (i) Influencer's disability, physical injury or other significantly incapacitating event causes Influencer to be unable or unwilling to perform any of the Services; (ii) Influencer is convicted of a felony criminal action or a criminal action involving moral turpitude; (iii) Influencer is involved in gross misconduct, or Influencer's actions or conduct are subject to a public scandal or event covered by the media which Sponsor reasonably deems is detrimental to Sponsor's image and goodwill; (iv) Influencer demeans Sponsor, Sponsor's products or any of Sponsor's employees or affiliates in a manner covered by the media. In the event of termination upon the occurrence of any of the events set forth above, Influencer shall repay Sponsor or Vault Communications on behalf of Sponsor a pro rata percentage of the Fee based on Services already performed by Influencer, if any, and Sponsor shall have no further payment obligations to Influencer.

**CONFIDENTIALITY:** The terms and provisions of this Agreement are confidential between the parties and Vault Communications who is coordinating the services for Sponsor.

**SPECIAL REQUIREMENTS:** Influencer agrees to comply with all applicable laws and regulations during the term of this Agreement, including, but not limited to the FTC Endorsement Guides and Sponsor's Endorser Guidelines set forth on Schedule A. During the Term of this Agreement, (a) Influencer agrees not to endorse, sponsor or participate in any marketing or other events that endorse or advertise products that compete with Sponsor's products, (b) nor make any public statement, which is or are antithetical to or derogatory of Sponsor or any of its products or employees.

**MISCELLANEOUS:** Influencer may not assign its rights or obligations to this Agreement without the prior express written consent of Sponsor. Influencer's relationship with Sponsor shall be that of an independent contractor, and nothing contained in this Agreement shall be construed as establishing an employer/employee relationship, partnership, or joint venture between Sponsor and Influencer. This Agreement represents the entire agreement and understanding of the parties and may not be amended or modified except by a written instrument duly executed by both parties. Notices to Influencer shall be sent to the address listed above. This Agreement shall be governed by and construed under the laws of Pennsylvania, without regard to its conflicts of law provisions, and in the event of a dispute, venue shall be in the Montgomery County, Pennsylvania.

ACCEPTED AND AGREED:

**BAYADA Home Health Care**

**INFLUENCER**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Taylor walker Sinning

Title: \_\_\_\_\_

Title: Influencer

Date: \_\_\_\_\_

Date: 4/26/2018

## SCHEDULE A

### Influencer Guidelines

BAYADA Home Health Care has developed these Influencer Guidelines to outline the legal responsibilities and other implications for approved independent bloggers, social media personalities, spokespersons or other influencers who blog, comment or post content on the Internet on behalf of or in participation with one of our brands (“**Influencers**”), and to provide recommended best practices to consider when posting such information. ***Please read this document carefully. BAYADA Home Health Care expects that you will at all times comply with the following guidelines.***

#### **When to Disclose Your Relationship with BAYADA Home Health Care.**

As a BAYADA Home Health Care Influencer, you must clearly and conspicuously disclose your connection with a BAYADA Home Health Care brand when you discuss that brand or its products on social media. A connection can be created whenever you receive a “benefit” from the brand, which may include:

- Payment, if any
- Free Items/Samples/Gift Cards
- Access to Experiences (e.g. invitation to an exclusive event)
- Opportunities to Win a Sweepstakes or Other Prize

BAYADA Home Health Care reserves the right to review and monitor your disclosure practices and to require greater levels of disclosure.

#### **How to Disclose Your Relationship.**

**Hashtags.** You can use hashtags to disclose your relationship with a BAYADA Home Health Care brand. For example:

- #paid
- #ad
- #sponsored
- #promotion
- #contestentry
- #sweepstakes

**Organic Disclosures.** Your relationship can also be organically disclosed using the main message.

Example: “I worked with BAYADA Home Health Care to join in observing Nurses Week 2018.”

#### **Influencer Code of Conduct.**

Whenever you make a public statement about a BAYADA Home Health Care brand you have a connection with, you must comply with the following guidelines:

- ✓ Your views must always be honest. Only make statements that reflect your actual experience, opinions, experience, and beliefs.
- ✓ Make clear that your comments are solely yours, not the BAYADA Home Health Care brand’s. Avoid saying or doing anything that suggests that BAYADA Home Health Care has endorsed or approved you or your statements.
- ✓ Clearly and conspicuously disclose your connection with the BAYADA Home Health Care brand as described above.
- ✓ Do not make false or unsubstantiated statements or claims about a BAYADA Home Health Care brand or any of the brand’s competitors.
- ✓ Do not impersonate any other person or entity, actual or fictitious, including impersonating an employee or consultant of any BAYADA Home Health Care brand.
- ✓ Respect the intellectual property and proprietary rights of others; do not post material unless you have all necessary permissions to do so. Do not post confidential or proprietary information of any party.

#### **Rights and Licenses.**

When you receive a benefit from BAYADA Home Health Care in connection with your social media posts about BAYADA Home Health Care’s products, you grant BAYADA Home Health Care and its affiliates a royalty-free, non-exclusive, perpetual worldwide license to share, re-post, link and otherwise use materials posted or made publicly available by you that mention BAYADA Home Health Care, its products or the Promotion (“**Provided Content**”), without further notice, approval or compensation to you or any third party. You additionally grant to BAYADA Home Health Care and its affiliates permission to use your name, likeness, screen name, social media and user names/handles in connection with BAYADA Home Health Care’s use of the Provided Content.

#### **Questions?**

If you want to learn more about your obligations as an Influencer, please review the FTC’s FAQs on endorsements [here](#).

Any other questions about these Influencer Guidelines should be directed to Amanda Michelson, 610 W. Germantown Pike, STE 160, Plymouth Meeting, PA 19462, 610.455.2755, [amichelson@vaultcommunications.com](mailto:amichelson@vaultcommunications.com)