

RECEIVE AND REVIEW PROGRAM AGREEMENT

Kensington, a division of **ACCO Brands USA LLC** (“Advertiser”) is engaging in an advertising, promotions and/or public relations program to promote **PRODUCTS** (“Product”) by having influencers trial the Product and post their honest opinions and reviews of the Product.

This letter, when agreed to by you will constitute a valid and binding agreement (the “Agreement”) between you (“you” or “Influencer”) and Advertiser (“we” or “us”) in connection with the Product and Program.

1. Scope of Services. Subject to the provisions hereof, during the Term, you will agree to provide your services as follows:
 - a. You will use the Product provided by Advertiser in the manner directed by Advertiser or in the directions/manual provided with the Product, and provide an honest review of the product on your Kensington’s ecommerce website, at such dates, times and/or frequency as listed below (the Post(s)).
 - i. www.store.kensington.com
 - b. We ask that you contact us if you do not have a positive experience with Product in order to supply us with meaningful information to help us improve our Product or our user experience.
 - c. You will post an unbiased and honest review of the Product you receive after a minimum of 5-days using the product.
 - d. Your review will include a star rating, a written review highlighting the benefits and features that you found to be useful if applicable.
 - e. You will disclose your relationship to Advertiser in all reviews by including the phrase “I received a sample of this product for free in exchange for an honest and unbiased review.”
 - f. You will comply with Advertiser’s requests for you to edit Posts (other than to make edits to your truthful and honest opinions about the Products) in order to comply with legal requirements, this Agreement or to ensure accurate information is being given about the Product.
 - g. You will comply with all applicable rules, laws and regulations in connection with your services and deliverables hereunder, including without limitation complying with the FTC Endorsement Guides.
 - g. You are responsible for ensuring that your Posts do not contain mention of any other products, alcohol, drugs, nudity or violence.
2. Scheduling of Services. Your services will be rendered at times and places as agreed upon herein and in accordance with Advertiser’s reasonable instructions.
3. Term. The term of this Agreement shall commence effective as of today’s date and terminate at will unless extended or terminated sooner as provided herein (the “Term”); provided, however that any terms that by their nature should extend beyond the stated Term shall so extend, including without limitation Confidentiality, Representations and Warranties and Indemnification.
4. Grant of Rights and Use of Materials.

- a. During the Term, you hereby grant to Advertiser, its agents and representatives the irrevocable, non-exclusive worldwide unlimited right and license to use, share, repost, re-Tweet, or otherwise use ("Use") the Posts together with your performance, name, pseudonym, biographical facts, voice, photograph, likeness, social media site names, social media handles, web site and blog name ("Your Identity").
- b. In addition, any Posts produced hereunder as a result of your services along with Your Identity (collectively "Materials") may be used by Advertiser in any media whatsoever, for internal purposes, including but not limited to sales meetings, sales communications and correspondence to Advertiser's retailers, importers, producers, wholesalers, associated businesses and employees.
- c. You understand that Materials placed on third party web sites, particularly social networking sites are beyond Advertiser's control and may remain either posted on the web site or in the web site's archives indefinitely beyond the Term. You understand that such continued use by third parties of Materials disseminated by Advertiser during the Term shall not constitute a breach by Advertiser or such third parties if still in circulation or use after said Term.
5. Compensation. Your sole compensation for all services and uses set forth in this Agreement is the provision of one (1) **Kensington Product** from Advertiser to be delivered to your home via **FEDEX, USPS, ETC.** approximately **two (2)** weeks before your first Post is due to be posted. You must use the Product for at least **5 days** before your first Post. You understand and agree that there will be no other monetary payment or other consideration for the services or rights granted by you hereunder.
6. Confidentiality. All information disclosed to you or otherwise acquired by you during the performance of your duties under this Agreement shall be maintained by you in confidence and shall not be disclosed to any third party without the prior written consent of Advertiser. You agree that you shall not discuss the substance of your work with anyone other than persons expressly authorized by Advertiser, in writing, and in advance of such discussions. Such obligation shall not be binding to the extent any such information is already public or becomes public without fault on your part or breach of these obligations.
7. Independent Contractor. The relationship between you and Advertiser is that of independent contractors. Neither you nor Advertiser shall be deemed to be the agent of the other party and neither is authorized to take any action binding upon the other party other than as may be set forth herein. You acknowledge you are not entitled to participate in any benefit plans of Advertiser, even if it is later determined that your status was that of an employee during the period of this engagement. You expressly waive any claim for benefits coverage attributable to the services provided under this Agreement. You are responsible for paying all taxes and filing all documents as may be required under applicable laws. You shall have no authority to bind or obligate Advertiser or its affiliated companies in any way to any third party, nor shall you represent that you have such authority.
8. Competitive Protection. You agree to provide services exclusively to Advertiser with respect to products similar to or competitive with the Product or any other products or brands in the following list: **[Belkin, Logitech, Yubico, Targus, StarTech ("Competitive Products")]** during the Term and for ninety (90) days thereafter. You will not authorize or permit the use of your Identity in any other activity for the purpose of advertising, publicizing or promoting any Competitive Products.
9. Public Statements & Non-Disparagement. At the time that you enter into this Agreement, you represent that you are familiar with and have a positive view of Advertiser and the Product. You will promptly notify Advertiser in writing if your views regarding Advertiser or the Product materially changes during the Term. You agree that during the Term and for six (6) months thereafter, you will not make any statements that disparages or reflect unfavorably on the Program, Advertiser. You further agree that you will not authorize or release advertising matter or publicity, or give interviews that make reference to the details of this Agreement without the prior written approval of Advertiser, provided, however, that you are permitted to publicize your relationship with Advertiser on your website and bio materials consistent with

the terms of this Agreement. Each party may maintain on its website a link to the other party's website during and after the Term.

10. Services Unique. It is expressly understood and agreed that your services and the rights and privileges granted to Advertiser hereunder are of a special, unique, unusual, extraordinary and intellectual character, giving them a peculiar value the loss of which cannot be reasonably or adequately compensated in damages in an action at law, and your failure or refusal to perform obligations hereunder would cause irreparable harm or damage. Should you fail or refuse to perform such obligations, Advertiser shall be entitled to injunctive or other equitable relief against you to prevent the continuance of such failure or refusal or to prevent Influencer from performing services for or granting rights to others in violation of this Agreement.

11. Representations, Warranties, and Indemnification. You represent and warrant that to the best of your knowledge you have all necessary rights to enter into this Agreement, that by entering into and performing your obligations under this Agreement, you will not violate the rights of any third parties or applicable law, and that any information or material you provide for inclusion in the Materials is original to you and that Advertiser's use and ownership thereof according to the terms of this Agreement will not infringe on the rights of any third parties.

(a) You will at all times indemnify and hold Advertiser and its agents and representatives harmless from and against any and all claims, damages, liabilities, reasonable costs and expenses (including reasonable attorneys' fees) arising out of any material breach by you of any representation, warranty or agreement made by you hereunder or arising out of your services (except to the extent that claims or actions result from Advertiser's material breach hereunder) provided that you receive timely notice by Advertiser of any such claim.

(b) Advertiser shall indemnify, defend and hold you harmless from and against any loss, liability, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against you in connection with or as a result of any claim brought by or on behalf of any third party person or entity as a result of or in connection with your appearance or association with Advertiser, unless such claim arises from your acts or omissions or arises from or is related to breach of any obligation and/or warranty made by you hereunder.

(c) When you discuss the Advertiser and/or its Products in any form of media during the Term of this Agreement, you shall affirmatively disclose and state that you have received compensation related to your services, and that you are required to provide your honest opinion regarding Advertiser and/or its Products.

12. Termination for Misbehavior. If you have committed, or shall commit, any act or have or become involved in any situation or occurrence (collectively, the "Act") tending to bring you 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 Advertiser or Advertiser's reputation, the Products or the Program, then Advertiser shall have the right to immediately terminate this agreement and any compensation accrued on or after the date of the Act shall no longer be due. Advertiser's decision on all matters arising under this paragraph shall be conclusive, provided that Advertiser's decision to terminate hereunder must be exercised, if at all, not later than forty-five (45) days after the facts giving rise to such right under this paragraph are learned by Advertiser.

13. Termination for Breach. If at any time you commit a material breach of any provision of this Agreement or at any time fails or refuses to fulfill obligations hereunder, then Advertiser may terminate this Agreement and you shall not be entitled to receive any compensation hereunder. If at any time Advertiser commits a material breach of any provision of this Agreement or at any time fails or refuses to fulfill obligations hereunder, then you may terminate this Agreement after providing Advertiser notice and a reasonable opportunity to cure.

14. Force Majeure. If, as a result of acts beyond Advertiser's control, such as strikes, boycotts, war, Acts of God, riots, terrorism, delays of commercial carriers, restraints of public authority, the Program is canceled or Advertiser shall be unable to use your services or the Materials produced hereunder during any period of the Term hereof, Advertiser shall have the right to extend the Term upon your approval for an equivalent period, without any additional compensation to you, subject to your prior professional commitments. In the event that you do not wish to extend the Term as requested by Advertiser, you shall return a portion of any payment received for services not yet performed.

15. Disability or Death. If you should die or should fail to fulfill obligations hereunder due to illness, injury or accident so that in Advertiser's judgment the disability will preclude you from rendering services, then in Advertiser's discretion Advertiser may terminate this Agreement, and any compensation for services already rendered by you under the terms hereof, shall be paid.

16. Professional Rendition of Services. You agree to render your services hereunder in a professional, competent, ethical and cooperative manner and to the best of your ability.

17. Pay or Play. Advertiser shall not be required to utilize your Services or the product of your Services, it being understood that Advertiser's and Advertiser's only obligation shall be to make the payments required pursuant to the compensation and expense reimbursement provisions hereof.

18. Paragraph Headings. The paragraph headings contained in this document are for reference purposes only and are not intended and do not create substantive rights or obligations.

19. Notices. All notices hereunder shall be given in writing and telecopied, hand delivered or mailed to you at the address noted above or to Advertiser at the address noted below, as applicable.

20. No Waiver. The failure by Advertiser to exercise rights granted to Advertiser herein upon the occurrence of any of the contingencies set forth in this Agreement shall not constitute a waiver of such rights upon the recurrence of such contingency.

21. Governing Law; Entire Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of law rules, and represents the entire understanding between you and Advertiser regarding your services and supersedes all prior Agreements. No waiver, modification or addition to this Agreement shall be valid unless in writing and signed by the parties to this Agreement.

Please sign below to confirm your acceptance of, and agreement to the terms of this letter. We look forward to working with you.

Sincerely,

ACCO BRANDS USA LLC