

These Social Influencer Terms and Conditions (the "Terms and Conditions"), together with the Social Influencer Agreement between the parties (collectively the "Agreement"), governs the entire relationship between Nordstrom, Inc., a Washington corporation ("Nordstrom"), and You, an individual ("Social Influencer").

1. **Obligations and Compensation:** Nordstrom and Social Influencer agree to those obligations and compensation terms as set forth between the parties in the Agreement. Social Influencer agrees to produce posts, images, videos, text, and any other content or materials (collectively the "Content") as further described in the Agreement. Social Influencer will provide all equipment, software, and supplies required to perform the Services, unless otherwise agreed upon by the parties in the Social Influencer Agreement.
2. **Compliance:** Social Influencer will comply with: (a) all applicable laws and regulations; (b) all policies and terms of service of applicable social media platforms; and (c) [Nordstrom's Guidelines for Endorsers](#), which are hereby incorporated by reference. Without limiting the foregoing, Social Influencer will clearly and conspicuously disclose Social Influencer's relationship with Nordstrom in each post, comment, or response as required by [Nordstrom's Guidelines for Endorsers](#) and will review and adhere to the [Federal Trade Commission Endorsement Guides](#). For example, a few recommendations from the Federal Trade Commission include:
 - When sharing a video, Social Influencer should place the disclosure within the video post itself, rather than just in the description of the video;
 - When posting on Instagram, Social Influencer should disclose material connections before the "More" button in posts; and
 - When disclosing their relationship with sponsors, Social Influencer should avoid using ambiguous abbreviations, such as "#sp," which may prevent consumers from understanding that the content is sponsored.
3. **Nordstrom's Use of Likeness:** Unless otherwise explicitly set forth in the Social Influencer Agreement, Social Influencer agrees that Nordstrom may use Social Influencer's name, social handles, voice image, and likeness (collectively "Likeness") in connection with the advertisement, promotion, and sale of Nordstrom merchandise and services through various channels including, but not limited to, the websites, promotions, broadcasts, and advertisements solely as included in the Content and otherwise in connection with the project identified in the Agreement ("Project").
4. **Nordstrom's Use of Content:** Unless otherwise explicitly set forth in the Social Influencer Agreement, Social Influencer hereby grants to Nordstrom a worldwide, perpetual, royalty free license to copy, distribute, publicly display, reproduce, perform, and make derivative works based on the Content in all media including, but not limited to, on any website, in-store digital displays, and social media platforms.
5. **Representations and Warranties:** Social Influencer represents and warrants that: (a) Social Influencer will perform all work under the Agreement in a professional and good workmanlike manner; (b) Social Influencer will not infringe any trade name, trademark, trade secret, copyright, patent, or other intellectual property right or right of publicity of a third party; and (c) Social Influencer has the power and authority to enter into and perform its obligations under the Agreement.
6. **Indemnification:**
 - (a) Social Influencer will indemnify and hold harmless Nordstrom and its affiliates against and from all claims, suits, judgements, losses, damages, fines, and costs (including reasonable attorneys' fees) arising out of any claim, suit, demand, or other proceeding brought by any third party arising out of or related to: (i) Social Influencer's breach of any intellectual property right or right of publicity in providing the Content or providing the services under the Agreement; and (ii) Social Influencer's breach of any applicable law or regulation.

(b) Nordstrom will indemnify and hold harmless Social Influencer from all claims, suits, judgements, losses, damages, fines, and costs (including reasonable attorneys' fees) arising out of any claim, suit, demand, or other proceeding brought by any third party arising out of or related to: (i) Nordstrom's products or services; and (ii) Social Influencer's use of any Nordstrom trademark in accordance with this Agreement.

7. **Waiver and Release:** Nordstrom is not required to make use of any Likeness or Content and Social Influencer further waives the right of prior approval of the use, reproduction, alteration or publication of the Likeness or Content by Nordstrom. Social Influencer hereby releases Nordstrom, its employees, subsidiaries, contractors and agents from any and all claims for damages of any kind resulting from the use of the Likeness or Content.
8. **Term and Termination:** The term of this Agreement is as specified within the Agreement. Nordstrom may terminate this Agreement at any time for any reason by giving Social Influencer at least three (3) days' notice, except Nordstrom may terminate immediately if Social Influencer engages in conduct contrary to the best interests of Nordstrom, in Nordstrom's sole discretion. The following sections of the Agreement will survive any expiration or termination of the Agreement: Sections 3 - 7 and Sections 9 - 13.
9. **Confidentiality:** Social Influencer shall treat and keep all confidential information (meaning any and all information relating to Nordstrom or its affiliated companies in whatever form that (a) is by its nature confidential; (b) the Social Influencer knows or should know is confidential; or (c) is designated by Nordstrom as confidential) secret and confidential, and will not, without Nordstrom's prior written consent, disclose confidential information to any other person or use the confidential information for any other purpose than the Project. The terms of the Agreement will be considered confidential information.
10. **No Employment Relationship:** Social Influencer agrees that Social Influencer is hired as an independent contractor for Nordstrom, that Social Influencer is not by this Agreement constituted or appointed the legal representative or agent of Nordstrom, and that Social Influencer does not have the right or authority to make any representation or to incur any type of liability or any obligation of any kind against, in the name of, or on behalf of Nordstrom, whether directly or indirectly. Social Influencer agrees that, because Social Influencer is not an employee of Nordstrom, Social Influencer is not entitled to any (a) medical, dental, or life insurance benefits; (b) 401(k), profit sharing or house discount; or (c) any and all other benefits which are offered by Nordstrom to regular Nordstrom employees.
11. **Taxes:** Social Influencer is responsible for paying any applicable taxes, withholdings, and other fees due in connection with compensation received under the Agreement, including but not limited to those due under the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, Federal income tax withholding requirements, and any other applicable federal, state, and local laws, rules, and regulations. Nordstrom will not withhold any taxes from amounts it pays to Social Influencer.
12. **Governing Law:** This Agreement shall be construed in accordance with and governed by the laws of the State of Washington, without regard to its conflicts of laws or principles, and the state and federal courts located in King County, Washington shall have exclusive jurisdiction.
13. **General:** The Agreement represents the entire agreement between the parties and supersedes any prior written or oral agreement. Modifications must be in writing and signed by both parties to be binding. Any waiver or delay in requiring performance or exercising any right under the Agreement on any occasion will not be construed as a bar to or waiver of such performance or right on any future occasion. Neither party may assign or transfer this Agreement or any performance rights or obligations under this Agreement without the prior written consent of the other party; except that Nordstrom may, upon notice to Social Influencer assign its rights and obligations under this Agreement to an affiliate. If any provision of the Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible.