

Good Impressions™ Participation Agreement (“Agreement”)

WHEREAS, Meredith Corporation (“**Meredith**”) offers a Good Impressions™ program that seeks to help promote and mentor select businesses from across the food, beauty, personal care, and household product categories (“**Program**”);

WHEREAS, the undersigned (“**you**”) applied and wish to participate in the Program on behalf of a food, beauty, personal care or household product company where you are a majority-owner (“**Company**”);

NOW, THEREFORE, in consideration of being selected as a potential participant in the Program, you agree as follows:

1. I am submitting this Agreement, including the attached Company Personnel Rider, with the understanding that it will be relied upon by Meredith and the judging committee to determine whether I am eligible to participate in the Program and receive Mentorship benefits if selected.
2. I agree to the terms and conditions set forth under the Application Terms (available at www.goodimpressions.com) (“**Application Terms**”), which are incorporated herein by reference. I further acknowledge and agree that use of information provided in connection with the Program, or that is collected by Meredith in connection with my participation in the Program is governed by Meredith’s Privacy Policy (available at www.goodimpressions.com). I represent that my Company and I satisfy all the eligibility requirements of the Program as set forth in more detail under the Application Terms (“**Eligibility Requirements**”). Without limiting the generality of the foregoing, I further represent that: (i) my Company is a small business as contemplated under the Eligibility Requirements, with an annual revenue between \$250,000 and \$1,000,000 during a calendar year; and (ii) I am: (a) at least 18 years of age and a legal U.S. resident; (b) either identify as (x) lesbian, gay, transgender, queer, intersex or agender, or (y) Black (or African American), Indigenous or a person of color; and (c) a majority owner of the Company.
3. Neither I, an officer of the Company, nor any member of my or any such officer’s immediate family (spouse/partner, parent, child/dependent, sibling and spouse of each) or my household, is now or was at the time of my entry in the Program, an employee, officer or director of Meredith, or any of its affiliate companies, subsidiaries, advertising or media agencies, promotional or mentorship suppliers.
4. I hereby grant Meredith, and any anyone authorized by Meredith, the right and license to use my name, image, likeness, voice, statements, and biographical information (“**Material Containing You**”), in any manner, in any and all media in perpetuity without territorial limitations for Meredith’s or its designee’s commercial or business purposes, including without limitation, for advertising and promotional purposes. You hereby agree that you shall have no right to approve any such Material Containing You.
5. You acknowledge that you may submit information, creative content, products and other materials to Meredith in connection with and as a participant in the Program (“**Content**”), including, but not limited to, application materials you submit for the Program (“**Application Materials**”), business plans and financial records (collectively, “**Business Information**”), marketing or advertising content, trademarks, logos, and slogans. You represent and warrant, on behalf of yourself, the Company (and its officers), that you own all right, title, and interest in the Content, or have full and sufficient authority to use in the manner contemplated by this Agreement such Content, and such use by you or Meredith (including its designees) will not infringe any copyright, trademark, right of publicity, right of privacy, or any other contractual, equitable or other rights of any third party, and Meredith’s and its designee’s use of the Content shall not require payment to, or additional permissions from, any third party. You

hereby grant Meredith a non-exclusive, transferable, sublicenseable, perpetual, irrevocable, royalty-free, worldwide license to reproduce, modify or otherwise use the Content (excluding your Business Information) in any and all media without territorial limitations in connection with the Program and any other commercial or business purpose of Meredith, including without limitation, for advertising and promotional purposes. You hereby forever waive and relinquish all “moral rights (droit moral)” now or hereafter recognized in connection with the Content submitted as part of the Program. Content shall not contain any content or material that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, violent, racist, derogatory or otherwise inappropriate or objectionable, as determined by Meredith in its sole discretion.

6. This Agreement, including your obligations hereunder, will be binding upon you, the Company and all of its officers, and you represent and warrant that you have the legal authority to enter into the Agreement and to grant all rights under the Agreement.
7. You acknowledge and agree that Meredith may, by any and all means, document and record your or the Company’s (including any of its personnel’s) activities in connection with the Program, including, but not limited to, photographs, audio and audiovisuals recordings (collectively, “**Recordings**”). You further acknowledge that Meredith possesses certain methodologies, ideas, concepts, strategies, tools, techniques, software, know-how, trade secrets, patents, expertise, proprietary information, generic and business information, processes, procedures, and other intellectual property, and all modifications thereof, that may be created, developed, or used in connection with the Program, including Recordings, and excluding Content owned by you (collectively, the “**Meredith Property**”). As between you and Meredith, Meredith retains all rights, title, control, and interest to (including, without limitation, the unlimited right to use) the Meredith Property and such property shall be and remain the sole property of Meredith. This Agreement does not transfer any title to any intellectual property comprised or contained in any Meredith Property, and any use thereof shall inure to the benefit of Meredith. You hereby waive any right that you or Company may have to inspect and/or approve the use of the Meredith Property. You acknowledge and agree that nothing herein will constitute any obligation on the part of Meredith to make any use of any of the rights granted herein, including, without limitation, any obligation whatsoever to use the Meredith Materials or Content.
8. For clarity, you retain all your rights in the Content you submit in connection with the Program. However, any ideas, suggestions, recommendations, or any other feedback related to the Program that you provide Meredith or its agents or contractors (“**Feedback**”) shall constitute Meredith Property, and in addition to any other rights therein, and for the avoidance of doubt, Meredith shall have the right to use any Feedback in any way at any time without any additional approval by or compensation to you.
9. During the course of the application process and the Program, you may receive, learn, or otherwise have access to Confidential Information (defined below). You agree to keep confidential and not to disclose to any third party (except those who need to know within the Company) information, documents or materials that are made available to you in connection with the Program that are identified, at the time that they are made available, to be proprietary or confidential or that you ought reasonably to have known was confidential (including, without limitation, the terms of this Agreement) (“**Confidential Information**”). Confidential Information shall not include, any information, documents, or materials that: (i) become publicly available without breach of this Agreement, or (ii) you are required by law, regulation or court order to disclose, provided that you promptly notify Meredith in writing prior to making any such disclosure in order to facilitate Meredith seeking a protective order or other appropriate remedy from the appropriate body at its own expense. You acknowledge that Meredith may not have an adequate remedy in the event that you breach your confidentiality obligations and that Meredith may seek an injunction or other similar equitable relief without posting a bond or other similar security requirement.

10. Participation in all meetings and activities will be on the dates and times designated by Meredith. You agree to use commercially reasonable efforts to attend and participate in all such meetings and activities, as requested by Meredith. You acknowledge and agree that cooperation and collaboration with Meredith and active participation in the aforementioned meetings and activities, are key requirements of the Program. You shall not and will not promote any activity that is unsafe, hazardous, dangerous or prohibited by law during or in connection with the Program. If at any time during the Program you fail to comply with this paragraph, as determined by Meredith in its sole discretion, you may be disqualified as determined in Meredith's sole discretion and forfeit the opportunity to continue in the Program.
11. You agree to comply with Meredith's reasonable instructions provided from time to time in connection with the Program, and agree to provide all the information reasonably requested by Meredith in connection with the Program, including information related to eligibility, background checks and data verification.
12. In the event you or the Company engaged or engages in, or are alleged to have engaged in behavior that (as determined by Meredith in its sole and absolute discretion) (i) is obnoxious, inappropriate, derogatory, violent, objectionable, or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, (ii) involving moral turpitude, or (iii) is likely to bring Meredith or its products or services, or this Program, under public disrepute, Meredith reserves the right to terminate your participation in the Program and all benefits associated therewith.
13. You agree to indemnify and hold Meredith, its corporate parents, subsidiaries, and affiliates, and the officers, directors, employees, personnel, agents, representatives, contractors, partners, and licensors of each (collectively, the "**Meredith Parties**") harmless from any damages, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any claims concerning: (i) the Content, including any information, data, materials, releases, claims, demonstrations, depictions regarding products or services of yours or of any third party; (ii) your violation of this Agreement; (iii) your violation of any rights of another party, including any other participant or the Company; (iv) your or the Company's violation of any applicable laws, rules or regulations; (v) the nature or use of your or the Company's products or services; and (vi) your acts or omissions in connection with or your participation in the Program. Meredith reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Meredith in asserting any available defenses. You agree that the provisions in this paragraph will survive any termination of this Agreement or your access to the Program.
14. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES AND ANY PRODUCTS OFFERED THROUGH THE PROGRAM IS AT YOUR SOLE RISK, AND SUCH SERVICES, PRODUCTS AND THE PROGRAM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE MEREDITH PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT ARISING FROM USE OF THE SERVICES, PRODUCTS OR THE PROGRAM. MEREDITH PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) SUCH SERVICES, PRODUCTS OR THE PROGRAM WILL MEET YOUR REQUIREMENTS OR (2) YOUR USE OF THE SERVICES OR PROGRAM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

IF YOU RELY ON ANY DATA OR INFORMATION OBTAINED THROUGH THE PROGRAM, YOU DO SO AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS FROM YOUR USE OF SUCH DATA OR INFORMATION.

ALL PRODUCTS AND SERVICES AND THE PROGRAM ARE PROVIDED WITH THE UNDERSTANDING THAT MEREDITH IS NOT ENGAGED IN RENDERING LEGAL, MEDICAL, COUNSELING OR OTHER PROFESSIONAL SERVICES OR ADVICE, AND ARE NO SUBSTITUTE FOR PROFESSIONAL SERVICES OR ADVICE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE MEREDITH PARTIES SHALL NOT BE LIABLE FOR (1) ANY LOSS OF PROFITS OR REVENUE; (2) FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR(3) DAMAGES OR COSTS DUE TO LOSS OF DATA, PRODUCTION, OR USE, BUSINESS INTERRUPTION OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER ARISING OUT OF TORT, CONTRACT, OR ANY ACT OR OMISSION BY MEREDITH, EVEN IF FORESEEABLE, WHETHER OR NOT MEREDITH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL THE TOTAL AGGREGATE AMOUNT FOR DIRECT OR ANY OTHER DAMAGES THAT THE MEREDITH PARTIES ARE LIABLE TO YOU OR THE COMPANY EXCEED ONE HUNDRED DOLLARS (\$100).

15. At its sole discretion, Meredith may modify or discontinue the Program, or may modify, suspend or terminate your access to the Program, for any reason, with or without notice to you and without liability to you or any third party. For clarity, and without limiting the terms under this Agreement, Meredith shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by any third party that provides services or accommodations in connection with the Program, and Meredith is not liable for expenses incurred by you or the Company in connection with the Program. In addition to suspending or terminating your access to the Program, Meredith reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal or injunctive redress. Even after your participation in the Program, this Agreement will remain enforceable against you.
16. I understand that the letter I have received explaining the program verification process is not a final determination that I am a winner. I understand that formal notice will be sent to me by mail (or email) if I am verified as a winner, and that the decisions of the judging committee as to any eligibility and verification as a winner will be final.
17. I understand that if I should be verified as a winner, I will be responsible for payment of all taxes arising from the Program (if any) and all other expenses related to the Program that are not specified in the Application Terms and as set forth below. I further understand that I should consult with my personal and/or business tax advisor to fully comprehend the tax consequences associated with the Program.
18. I understand that my participation in the Program is non-transferable and may not be substituted at my option. I understand that there are no cash redemptions. I further understand that I may be issued a 1099 tax form for the value of the elements provided in connection with the Program and I agree to execute any required documentation reasonably required in connection therewith.
19. I represent that I have perpetrated no fraud or deception completing this Agreement or in applying to the Program.

20. I understand that if I do not return this Agreement (including Exhibit A and the Rider) within two (2) weeks of my receipt thereof, I may forfeit any opportunity I may have to participate in the Program.
21. I understand that the Meredith Parties have not arranged and do not carry insurance of any kind on my or the Company's benefit or that of my heirs, executors or administrators, relative to this Program and that I am solely responsible for obtaining and paying for any insurance should I desire it or as required by Meredith.
22. Meredith shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.
23. Nothing contained in this Agreement shall create any partnership or joint venture between you or Company, on the one hand, and Meredith. You shall not be deemed to be Meredith's employee.
24. This Agreement may not be assigned by you, and any purported assignment by you shall be void. Meredith may assign, delegate, subcontract, or transfer any rights or obligations hereunder to any third party, without your consent.
25. This Agreement shall be binding upon and shall inure to the benefit of each party hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.
26. This Agreement constitutes the entire agreement between the parties and is a complete and exclusive statement of the terms of this Agreement and supersedes all prior agreements and communications, written or oral, with respect to the subject matter hereof. This Agreement may not be modified or any right of a party waived orally, but only by a writing signed by both parties.
27. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
28. No delay or failure on the part of Meredith in exercising any right hereunder, and no partial or single exercise thereof, will constitute a waiver of such right or of any other right hereunder.
29. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired thereby.
30. Notwithstanding the general rules of construction, you and Meredith acknowledge that both parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement, and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.
31. The rights and obligations of the parties hereto which by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes shall survive any termination or expiration of this Agreement.
32. Where Meredith requires that you provide an e-mail address, you are responsible for providing Meredith with your most current e-mail address. In the event that the last e-mail address you provided to Meredith is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by this Agreement, Meredith's dispatch of the e-mail containing such notice will nonetheless constitute effective notice.

33. I acknowledge that this Agreement shall be construed and interpreted in accordance with the internal laws of the State of Iowa, applicable to contracts made and performed entirely therein without regard to conflicts of laws principles. I agree and consent that jurisdiction and venue of all matters relating to this Agreement shall be vested exclusively in the state and local courts within Polk County, Iowa or federal courts located in the Southern District of Iowa.

34. I declare under penalty of perjury and the laws of the United States that the foregoing and all information below in Appendix A, attached hereto and incorporated herein, and the information submitted in connection with my application and the Program is true and correct.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment as July [x], 2021 (“Effective Date”).

You

Meredith Corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: _____

Appendix A

- Name Printed _____
- Age and Date of Birth _____
- Signature of Potential Winner _____
- _____
- Date _____
- Home Address _____
- City _____ State _____
- Zip Code _____
- Company Name _____
- Company Address _____

- City _____ State _____
- Zip Code _____
- Personal/Company Telephone No. _____ / _____
- List of Company Officers:
 1. _____
 2. _____
 3. _____
 4. _____
 5. _____ *[Add any other names]*

Company Personnel Rider

This Rider is incorporated by reference into, and forms a part of, that certain Good Impressions™ Participation Agreement (the “**Agreement**”), dated as of July [X] 2021, by and between the above signatory (herein sometimes referred to as, “**you**” or “**Participant**”), and your Company, on the one hand, and Meredith, on the other. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the body of the Agreement.

Participant and Meredith acknowledge that certain officers, employees or personnel of the Company (collectively, “**Company Personnel**”), may appear Content, Recordings, or otherwise be involved in Program, subject to the terms and conditions of the Agreement.

Having read the Agreement, the undersigned Company Personnel below hereby consent to such Agreement and agree to be bound thereby as though such Company Personnel were a party thereto and hereby represent and warrant that there are valid and subsisting agreements between such Company Personnel and Participant (and/or the Company) under which Participant (including the Company) have all rights necessary in order to comply with the applicable obligations under the Agreement. The undersigned Company Personnel agree that Meredith shall be entitled to all rights and remedies, both legal and/or equitable (by way of injunction or otherwise), to enforce the Agreement against such Company Personnel, individually, against Participant or the Company, or against any combination thereof, without the necessity of first resorting to or exhausting any rights and remedies against the Participant.

Company Personnel:

Name/Role: _____ / _____
Signature: _____
Date: _____

Name/Role: _____ / _____
Signature: _____
Date: _____

Name/Role: _____ / _____
Signature: _____
Date: _____

Name/Role: _____ / _____
Signature: _____
Date: _____

Name/Role: _____ / _____
Signature: _____
Date: _____

Name/Role: _____ / _____
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Date: _____

Name/Role: _____ / _____
Signature: _____
Date: _____

Name/Role: _____ / _____
Signature: _____
Date: _____