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Influencer Agreement

This Influencer Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of _____ (the "Effective Date") by and between the following parties: _____ ("Advertiser"), having a primary address at the following:

Email: _____

and _____ ("Influencer"), having a primary address at the following:

Email: _____

The parties may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Advertiser wishes to advertise certain products;

WHEREAS, Influencer's social media reach is valuable for the advertising and sale of such products;

WHEREAS, the Parties desire to enter into an agreement whereby the Influencer will promote and sell Advertiser's products as described below;

WHEREAS, the Parties wish to establish a written document between them covering the terms and conditions of their agreement;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties hereby agree as follows:

ARTICLE 1 - AGREEMENT:

Within this Agreement, the Influencer agrees to promote and sell the following of Advertiser's products (the "Products") on Influencer's social media, described further below:

Influencer agrees to the promotion and sale of the Products in exchange for fees, described further below.

ARTICLE 2 - NO EMPLOYMENT RELATIONSHIP:

Nothing contained within this Agreement shall be construed to form any partnership, joint venture, agency, franchise, or employment relationship. Influencer is an independent contractor and will, at all times, act as such. Influencer is responsible for Influencer's own local, state, and federal tax liability, and no tax funds or other required payments, such as social security, will be withheld from any of Influencer's fees.

ARTICLE 3 - TERM & TERMINATION:

This Agreement shall terminate automatically when the Campaign described below has been completed (the "Termination Date").

This Agreement may also be terminated by either Party, upon notice in writing:

- a) if the other Party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;
- b) if the other Party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform.

This Agreement may also be terminated by the Advertiser at any time with or without cause.

Advertiser specifically reserves the right to terminate this Agreement if Influencer violates any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of the Advertiser or a third party, failing to comply with

applicable laws or other legal obligations, and/or publishing or distributing illegal material.

If this Agreement is terminated prior to the Termination Date, Advertiser shall pay Influencer any and all fees earned but not paid out prior to termination, unless Influencer fails to follow the terms of this Agreement and Advertiser terminates for breach. In such a case, Influencer forfeits all rights, including the right to any unclaimed fees.

At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

ARTICLE 4 - EXCLUSIVITY:

The Parties agree that this Agreement creates an exclusive relationship between Advertiser and Influencer. Throughout the Term of this Agreement, Influencer may not work with any other advertiser. Advertiser may not work with any other Influencer. Upon termination of this Agreement, the Parties' exclusive relationship ends. If Influencer breaches this portion of the Agreement, the Parties' agree that the following liquidated damages will become payable: \$2 (two US dollars).

ARTICLE 5 - PROMOTION AND SALE:

Advertiser and Influencer have agreed that Influencer will post on the following platforms:

On these platforms, Advertiser and Influencer have agreed to the following deliverables and terms ("Deliverables"):

- Post quantity: 2 posts per day
- Posts must stay up for the following time period: _____
- Posts must be approved by Advertiser prior to going live

Specifically, Influencer will be posting as part of the following campaign (the "Campaign"):

The Campaign will start on _____. The campaign will end on _____.

ARTICLE 6 - FEES:

Influencer's will be paid fees ("Fees") for the promotion and sale of Advertiser's Products. Specifically, Influencer will be paid one flat rate of \$2 (two US dollars).

Advertiser will either provide Influencer with a specific link or links which correspond to the Products for sale or a promotional code or codes for Influencer's audience to purchase (collectively, the "Link"). The Link will be keyed to Influencer's identity and will send online users to the Advertiser's website or websites.

Each time a customer clicks through the Link and completes the sale of one of Advertiser's Products, Influencer will be eligible to receive the following percentage of the sale: 100% (one hundred percent).

ARTICLE 7 - PAYMENT:

Influencer will be asked to submit current address information, as well as accounting and tax documentation. Influencer will submit a W8/W9 tax form to Advertiser. Accounting information may include the routing and account number of a bank where Influencer wishes to have a direct deposit or may include an email address for an online method of payment.

Influencer must notify Advertiser immediately for any changes in address or account information.

Influencer will be paid as follows:

ARTICLE 8 - PRODUCTS:

Advertiser will be sending Influencer the following free products to assist in the Parties' relationship and Influencer's promotion:

Influencer is expected to promote these specific Products to Influencer's audience.

ARTICLE 9 - TRIP:

Influencer will also be receiving the following trip, at no cost, from Advertiser:

Influencer will be expected to promote this trip, as well.

ARTICLE 10 - INTELLECTUAL PROPERTY:

Influencer and Advertiser each agree that any intellectual property, including copyrights, trademarks, trade secrets, patents, and other intellectual property belonging to the respective Parties shall remain owned by the respective Parties. No transfer of ownership of intellectual property may take place under this Agreement.

Subject to the limitations listed below, each Party hereby grants the other a non-exclusive, non-transferable, revocable license to use their intellectual property solely and exclusively in conjunction with this Agreement. No Party may modify the other Party's intellectual property in any way. Specifically, Advertiser grants Influencer the license to use Advertiser's brand name and, if applicable, logo, below:

Either Party may revoke this license at any time, including if any misuse of intellectual property is found. This license will terminate at the expiration of this Agreement.

Unauthorized use of any Party's intellectual property shall be considered unlawful infringement and each Party reserves all rights, including the right to pursue an infringement suit in federal court.

ARTICLE 11 - COMMUNICATION:

Influencer agrees to maintain open communication with Advertiser, including promptly responding to calls, messages, and emails. Influencer shall respond to all communications no later than 48 hours after receipt.

ARTICLE 12 - COMPLIANCE:

Influencer warrants and agrees to maintain full compliance with all Federal Trade Commission (FTC) rules and regulations, as well as any other applicable laws. This includes tagging all posts with relevant hashtags, such as "#sponsored," "#ad," or

"#advertisement," as well as, where applicable, including relevant disclosure statements and marking posts as "Paid Partnership With." Advertiser recommends that Influencer seek independent legal counsel to advise on specific compliance steps.

ARTICLE 13 -

ARTICLE 14 -

ARTICLE 15 - INDEMNIFICATION:

Influencer agrees to defend and indemnify Advertiser and any of its agents (if applicable) and hold Advertiser harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to Influencer's conduct or actions. Advertiser shall be able to select its own legal counsel and may participate in its own defense, if Advertiser wishes.

ARTICLE 16 - GENERAL PROVISIONS:

a) **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.

b) **JURISDICTION, VENUE & CHOICE OF LAW:** The Parties agree that Alabama shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between Influencer and Advertiser with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of the following county: _____, Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. The Parties hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

c) **ARBITRATION:** In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the following county: _____. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The

arbitrator shall be bound by applicable and governing Federal law as well as the law of Alabama. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

d) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

e) SEVERABILITY: If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

f) NO WAIVER: In the event that any Party fails to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.

g) HEADINGS FOR CONVENIENCE ONLY: Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

h) FORCE MAJEURE: The Parties are not liable for any failure to perform due to causes beyond their reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

i) ELECTRONIC COMMUNICATIONS PERMITTED: Electronic communications are permitted to both Parties under this Agreement, including email or fax.

IN WITNESS WHEREOF, the Parties execute this Agreement as follows:

Name: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Date: _____