Influencer & Affiliate Agreement Template

NOTES: This is a template for reference only and not legal advice. It is a starting point only. Make sure to fill in all blanks, change/add and remove the content to fit your business, industry and laws. Plus always work and consult with a lawyer for the final content of your agreement. Made by [One Scales]

This Influencer Promotion Agreement ("Agreement") is made effective as of _____, by and between _____, ("Company") and _____, ("Influencer").

1. Scope of Work: Influencer agrees to create and deliver & post on their _____, **pertaining to** _____ ("Product").

2. Compensation: Company agrees to pay Influencer a total fee of _____ for the completion of the Scope of Work. Additionally, Influencer will receive a commission of _____ on sales generated through a unique referral link for visits originating from Influencer's content.

3. Payment Terms: Payment will be made in two installments: _____% (_____) upon the signing of this Agreement and the remaining _____% (_____) upon Company's approval of the content before its publication. Influencer must register at _____ to receive a unique referral link and for commission tracking.

4. Content Approval: Influencer agrees to submit the content for Company's review and approval before any publication. Company reserves the right to request reasonable modifications.

5. Intellectual Property: Influencer grants Company a perpetual, non-exclusive, worldwide license to use, reproduce, distribute, and display the content for marketing, promotional, and any other business purposes.

6. Term & Termination: This Agreement will commence on the Effective Date and continue until the completion of the Scope of Work, unless terminated earlier by either party with written notice.

7. Confidentiality: Influencer agrees to maintain the confidentiality of all proprietary information received from Company during the term of this Agreement.

8.Independent Contractor: The Influencer is retained as an independent contractor of the Company. The Influencer acknowledges and agrees that (i) The Influencer is solely responsible for the manner and form by which the Influencer performs under this Agreement, and (ii) The Influencer is a self-employed individual. The Influencer is responsible for the withholding and payment of all taxes and other assessments arising out of the Influencer's performance of services, and neither the Influencer nor any of the Influencer's employees or independent clients shall be entitled to participate in any employee benefit plans of the Advertiser.

9. Disclosure & Compliance: Material disclosures and compliance with FTC Guidelines. When publishing posts/statuses about the Advertiser's products or services, the Influencer must clearly disclose his/her "material connection" with the Advertiser, including the fact that the Influencer was given any consideration, was provided with certain experiences or is being paid for a particular service. The above disclosure should be clear and prominent and made in close proximity to any statements that the Influencer makes about the Advertiser or the Advertiser's products or services. Please note that this disclosure is required regardless of any space limitations of the medium (e.g. Twitter), where the disclosure can be made via Hashtags, e.g. #sponsored. The Influencer's statements should always reflect the Influencer's honest and truthful opinions and actual experiences. The Influencer should only make factual statements about the Advertiser or the Advertiser's products which the Influencer knows for certain are true and can be verified.

10. Governing Law: This Agreement shall be governed by the laws of

_____

11. Entire Agreement: This Agreement contains the entire understanding between the parties and supersedes all prior agreements and understandings, oral or written, relating to the subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Company Name _____ Influencer Name _____ _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____