

[add the logo of your business]

Brand Ambassador Agreement

Contract In Effect Beginning: [write date]

The Advertiser **[write the legal name of your business]** and the Brand Ambassador **[write the legal name of the person or business]** agree:

1. Appointment: The Advertiser would like the brand ambassador's assistance in promoting / offering / selling the Advertiser's products via his **[write the main social media platform like YouTube and the official handle of the account]** and **[write the secondary social media platform like Instagram and the official handle of the account in case you want the person to post in more than one account]**.

The Advertiser hereby appoints the brand ambassador as his representatives on a non-exclusive, non-employee basis to endorse and promote its services to the target audience.

2. Term: This Agreement shall have an initial term of **[write the length]** from this date **[write date]**

3. Deliverables: The brand ambassador will deliver **[write exactly what you need the person to do]** on **[write the social media platforms and handles]**. The brand ambassador must mention **[write the website url or whatever link you want the person to mention on the post plus any requirements for the title, description, or biography of the post]**.

4. Timeframe: the brand ambassador needs to post the deliverables mentioned above on this specific date and time **[write date and time]**.

5. Content Approval: the brand ambassador will have to send the deliverables to the advertiser 7 days before the due date to **[write your email address]** and wait for approval before posting.

6. Cancellation: In the unseen case that any party desires to cancel the contract, the brand ambassador agrees to return any products or payment that were given.

7. Collateral Details: The brand ambassador shall be solely responsible for all costs associated with the creation of the video and photo content. This includes locations, resources, and equipment.

8. Language: The Brand Ambassador agrees that all blog posts, social media statuses, and/or comments should be in good taste and free of inappropriate language and/or any content promoting bigotry, racism or discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age.

9. Content Origination: The Brand Ambassador retains ownership and rights of the content created for promotion (Video, Social Media, and Website Posts), including the copywrite, intellectual property, licensing, and revenue generated through monetization; however, The Brand Ambassador grants **[write the legal name of your business]** a license to use the content generated for paragraph 3 to be used on all marketing channels of **[write the legal name of your business]** (Social Media, Ads, Commercials, and Website) in part or in whole for commercial use.

10. Confidentiality and Exclusivity: During the course of the Brand Ambassador's performance of services for the Advertiser, the Brand Ambassador will receive, have access to and create documents, records and

{write the legal name and address of your company}
[write your contact information]

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information of a confidential and proprietary nature to the Advertiser and customers of the Advertiser. The Brand Ambassador acknowledges and agrees that such information is an asset of the Advertiser or its clients, is not generally known to the trade, is of a confidential nature and, to preserve the goodwill of the Advertiser and its clients must be kept strictly confidential and used only in the performance of the Brand Ambassador's duties under this Agreement. The Brand Ambassador agrees that he/she will not use, disclose, communicate, copy or permit the use or disclosure of any such information to any third party in any manner whatsoever except to the existing employees of the Advertiser or as otherwise directed by the Advertiser in the course of the Brand Ambassador's performance of services under this Agreement, and thereafter only with the written permission of the Advertiser. Upon termination of this Agreement or the request of the Advertiser, the Brand Ambassador will return to the Advertiser all of the confidential information, and all copies or reproductions thereof, which are in Brand Ambassador's possession or control.

11. Compensation: In full consideration of the Brand Ambassador's performance, his/her obligations and the rights granted herein, the Brand Ambassador shall be paid **[write any type the compensation in detail]**. The Brand Ambassador acknowledges that the agreed-upon compensation represents the Brand Ambassador's entire compensation with respect to this agreement and the Advertiser shall have no other obligation for any other compensation or expenses or costs incurred by the Brand Ambassador in connection with the performance of its obligations under this agreement.

12. Commission: Advertiser will pay **[write the frequency of the commissions monthly or quarterly if applicable]** to Brand Ambassador for all commissions made using the coupon code **[write coupon code if applicable]**. A **[write percentage if applicable]** commission rate per unit will be paid for each complete and shipped **[write the legal name of your business]** product made using the code. The coupon code and commission applies to every **[write the legal name of your business]** product. Commissions will only be paid for sales coming from **[write the URL of your store]** using the coupon code mentioned above. The advertiser is not responsible for sales or commissions made from external sources like distributors or any other third party.

13. Material disclosures and compliance with FTC Guidelines: When publishing posts/statuses about the Advertiser's products or services, the Brand Ambassador must disclose his/her "material connection" with the Advertiser, including the fact that the Brand Ambassador was given any consideration, was provided

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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 Brand Ambassador makes about the Advertiser or the Advertiser's products or services. Posts should always reflect the Brand Ambassador's honest and truthful opinions and actual experiences. The Brand Ambassador should only make factual statements about the Advertiser or the Advertiser's products which the Brand Ambassador knows for certain are true and can be verified.

14. Force Majeure: If either party is unable to perform any of its obligations by reason of fire or other casualties, strike, act or order of public authority, or other cause beyond the control of such party, then such party shall be excused from such performance during the pendency of such a cause.

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

Brand Ambassador Agrees to the terms and policies specified above Accepted by the Advertiser

	[company name]	[influencer name]
Signature	_____	_____
Name	_____	_____
Date	_____	_____

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