

**DISCLAIMER**

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# Influencer Marketing Agreement

Month Date, Year

This Influencer Agreement ("Agreement") is entered into this XXth day of Month, Year, by and between the Advertiser (XXX) and the Influencer (XXX).

The Advertiser and the Influencer agree:

1. Appointment. The Advertiser would like the Influencer's assistance in promoting / offering / selling the Advertiser's products via their social media accounts. The Advertiser hereby appoints the Influencer as its representative 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 30 days**. No further action will be taken past **30 days (this includes the 7 days of the contest)**. Post will remain on influencer channels indefinitely.
3. Deliverables. The Influencer will deliver the agreed number of posts on the agreed platforms on behalf of the Advertiser according to the delivery schedule specified by the Advertiser. The Services shall conform to the specifications and instructions of the Advertiser as outlined in detail in the attached Schedule of Services, abide by the rules of the relevant social media platforms, and are subject to the Advertiser's acceptance and approval. The Advertiser has a maximum of XX days to reject any deliverable in accordance with this Section and must notify the Influencer within XX days of receipt of work that additional revisions and/or amendments will be requested. Influencer will set forth their best efforts however, this does not guarantee any specific results.
4. Cancellation. Either party may terminate this agreement upon ten days prior written notice if the

other party breaches this agreement and does not cure such breach within such time period. In addition to any right or remedy that may be available to the Advertiser under this agreement or applicable law, In addition, in the event that the Influencer has breached this agreement, the Advertiser may (i) immediately suspend, limit or terminate the Influencer's access to any Advertiser account and/or (ii) instruct the Influencer to cease all promotional activities or make clarifying statements, and the Influencer shall immediately comply. **Either party may terminate this agreement at any time without cause upon thirty days prior written notice to the other party.**

**5. Collateral Details.** The Advertiser shall provide the necessary content and briefing materials to enable the Influencer to perform the influencer marketing services. If the Influencer has obtained employees or agents (the "Influencer Personnel"), the Influencer shall be solely responsible for all costs associated with the Influencer Personnel.

**6. Items to Avoid in Influencer Posts:** **The Influencer agrees to avoid mentioning the following agreed competitors of The Advertiser: XX, XX.** The Influencer agrees to abide by all guidelines set in the Brand Rule Guidelines. (For example, all blog posts, social media statuses, tweets, 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).

**7. Approval and Content Origination:** The Influencer understands that all promotions and products they promote as part of this agreement are controlled by the Advertiser. The Influencer assumes all responsibility for verifying that the campaign materials used meet the Advertiser's approval.

**8. Confidentiality and Exclusivity.** During the course of the Influencer's performance of services for the Advertiser, the Influencer will receive, have access to and create documents, records and information of a confidential and proprietary nature to the Advertiser and customers of the Advertiser. The Influencer 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 Influencer's duties under this Agreement. The Influencer 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 Influencer's performance of services under this Agreement, and thereafter only with the written permission of the Advertiser. Upon termination of this Agreement or upon the request of the Advertiser, the Influencer will return to the Advertiser all of the confidential information, and all copies or reproductions thereof, which are in Influencer's possession or control. The Influencer agrees that during the tenure of this contract, and for a ten-day term afterward, the

Influencer will not undertake influencer marketing for a competitor in the same vertical as the Advertiser.

**9. Compensation.** In full consideration of the Influencer's performance, his / her obligations and the rights granted herein, the Influencer shall be paid the amount agreed upon between the Influencer and Advertiser. This includes any agreed bonus incentives should the Influencer meet the agreed targets. The Influencer will otherwise perform the services at his/her own expense and use his/her own resources and equipment. The Influencer acknowledges that the agreed-upon compensation represents the Influencer's entire compensation with respect to this agreement and the Advertiser shall have no other obligation for any other compensation to or expenses or costs incurred by the Influencer in connection with the performance of its obligations under this agreement.

**10. 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 that the Influencer knows for certain are true and can be verified.

**11. Payment Terms.** Payment can be made by PayPal or check/money order to the address given by the Influencer. Payments will be due seven days after the agreed invoice date.

**12. 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, act of God, or other cause beyond the control of such party, then such party shall be excused from such performance during the pendency of such cause.

**13. Independent Contractor.** The Influencer is retained as an independent contractor of the Advertiser. 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, who performs services similar to the services outlined in the attached Schedule of Services for various entities and individuals other than the Advertiser. 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.

**14. Choice of Law.** This Agreement shall be construed and enforced pursuant to the laws and decisions of Quebec, Canada.

**[INSERT COMPANY NAME HERE]**

By: \_\_\_\_\_  
[Company Representative Signature]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**[YOUR COMPANY NAME HERE]**

By: \_\_\_\_\_  
[Consultants Signature]

Print Name:

Title: \_\_\_\_\_

Date: \_\_\_\_\_