

Influencer's Agreement Template

This Influencer's Marketing Agreement (this "**Agreement**") is made as of [date] (the "Effective Date"), by and between [company name] having its principal place of business [address] ("**Company**") and, [Influencer's Name], an individual/Company residing/located at [city, country] ("**influencer**"), each one is a "party" and together the "parties".

1. **The Purpose:**

- 1.1. The purpose of the Agreement is to [choose - get sales/get app downloads/increase brand awareness]

2. **Services**

- 2.1. During the Term (as defined below), the Influencer shall be required to: [list the influencer's obligations under this Agreement. For example post 1 Instagram story/post each day at 8pm PST which will include a call to action of swipe up/click the link. Be as specific as possible]
- 2.2. The Services shall be conducted in accordance with the Company's instructions as shall be provided to the Influencer from time to time, and the Influencer will comply with all applicable law and platform's rules (i.e. Instagram, Youtube etc.)

3. **Consideration:**

- 3.1. Cash Consideration. In consideration for the Services, the Company shall pay the Influencer a one time/weekly/monthly fee of US\$ [insert amount].
- 3.2. Additional considerations: [If the Agreement includes additional forms of payment (like % of sales, equity in the Company, Merchandise, etc. include it here)].
- 3.3. The above will be the Influencer's sole consideration for the Services under this Agreement and the Influencer shall not be entitled to receive other compensation

4. **Term and Termination**

- 4.1. This Agreement shall commence as of [start date] (the "Effective Date") and shall continue until [end date], unless terminated by either party by providing the other party a [how many days] days prior written notice via email (such period, the "Term").

5. **No Employer-Employee Relationship**

- 5.1. Nothing in this Agreement shall be interpreted or construed as creating or establishing any partnership, joint venture, employment relationship, franchise or any other similar relationship between the Company and the Influencer, and it is hereby clarified that no employer-employee relationship will be formed between the Company and the Influencer with respect to this Agreement.

6. **No Compete:**

- 6.1. The Influencer agrees that he/she will not, during the Term and for a period of [time frame] thereafter, provide similar Services to the Company's competitors as specified here: [list competitors].

7. **Confidentiality**

- 7.1. The Influencer may get from the Company information of a confidential and proprietary nature to the Company. The Influencer agrees that such information must be kept strictly confidential and used only in the performance of the Services. The Influencer will not use, disclose, communicate, copy or permit the use or disclosure of any such information to any third party in any manner whatsoever without the prior written approval of the Company.

8. **Miscellaneous**

- 8.1. This Agreement sets forth the entire agreement between the parties, and replaces and supersedes any prior written or oral arrangements or understandings between the parties. This Agreement may not be amended or modified except in a written document signed by both parties.
- 8.2. This Agreement shall be governed by and construed according to the laws of the State of []. Any dispute in relation to this Agreement shall be resolved exclusively in the competent court, and each of the Parties irrevocably submits to the exclusive jurisdiction of such court.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written, in one or several counterparts.

The Company

The Influencer

By: _____

Name: _____

Title: _____