

[Introductory paragraph, identification of parties, effective date, references to any collateral documents like SOWs, endorsement guidelines, etc.

1. Campaigns: Definition of campaign
2. Campaign Materials: Define ownership of campaign materials.
3. Use of Trademarks and Likeness / Approvals: License from Sponsor to Influencer to use IP necessary for Campaign, subject to terms and conditions. License from Influencer to Sponsor to use likeness rights, repost if campaign will be on Influencer's channels.
4. Influencer behavior/ conduct: Agreement by Influencer to comply with whatever ethics standard/ code of conduct Sponsor may have. Influencer to abide by FTC requirements and all other governing laws/ regulations for an endorser.
5. Exclusivity; Competitive Products: Influencer not to work, use or endorse products/ services of Sponsor's Competitors, as defined. No obligation for Sponsor to be exclusive. Influencer required to give notice if they plan to work for Competitor or endorse Competitive Product. Sponsor may immediately terminate for violation of this clause.
6. Fees and Expenses: Payment terms.
7. Representations and Warranties: Influencer to comply with all legal requirements and behave ethically, appropriately. Influencer reps and warrants that their work is original and to secure any licenses necessary to allow Sponsor to utilize work..
8. Indemnification: Influencer to indemnify Sponsor for violating reps and warranties; proof of requisite insurance if needed.
9. LIMITATION OF LIABILITY: ALL CAPS AND MAYBE INCLUDE CALIFORNIA LANGUAGE..
10. Term and Termination: Defined term unless terminated earlier. Sponsor may terminate for breach immediately for conduct violations. Influencer may terminate for uncured breach after giving notice. Sponsor may terminate for convenience on advance notice. Sponsor rights to fee reimbursement/ product return.
11. GOVERNING LAW: Choice of law/ forum.
12. Disputes: Dispute resolution process prior to litigation if any.
13. Confidentiality: General confidentiality provisions. Obligations on receipt of legal process that might require disclosure.
14. Survival of Terms:
15. Severability:
16. Waivers and Amendments: Only in signed writing
17. Independent Contractors: Define parties as ICs. .
18. Assignment: Influencer may not assign. No restriction on Sponsor right to assign.
19. Entire Agreement:
20. Notices:

Disclaimer: Which language governs

Accepted and agreed to by:

SPONSOR.

By: _____

Name: _____

Date: _____

INFLUENCER

By: _____

Name: _____

Date: _____