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A portion of the information below comes from other documents.

[COMPANY letterhead]

[Date]

[Name]

[Address]

Re: <NAME> Program

Dear _____,

Thank you for agreeing to participate in <specify> campaign (the “**Campaign**”). We are looking forward to working with you. This letter (the “**Agreement**”) sets out the agreement between COMPANY[INSERT COMPANY NAME] (“**COMPANY**” or “**we**” or “**our**”) and You for your participation in the Campaign.

1. **Posts.** <name of influencer> (“You”) agree to publish the number and type of social media posts (“**Posts**”) on your <specify handle(s)> <Instagram> <TikTok> <account(s)> on the schedule designated on Exhibit A. The Posts will conform to the specifications and instructions set forth in Exhibit A. We will provide you with information about the Campaign so you can create Posts that are appropriate for the Campaign (the “**Campaign Materials**”). All Posts must meet the following requirements:

(a) **FTC / Legal Compliance.** Your Posts must comply with the Federal Trade Commission’s (the “**FTC**”) *Guides Concerning the Use of Endorsements and Testimonials in Advertising* (“**Endorsement Guides**”) which are accessible via this link: www.ftc.gov/bcp/guides/endorse.htm as of the date of this Agreement.

You must comply with the Endorsement Guides, and all other laws, rules, and regulations applicable to your Posts and undertakings under this Agreement. If you are not already familiar with the FTC’s guidance regarding disclosures that are required from social media influencers, please review the helpful information and videos that the FTC has prepared:

- *Disclosures 101 for Social Media Influencers* (https://www.ftc.gov/system/files/documents/plain-language/1001a-influencer-guide-508_1.pdf);
- *The Do's and Don'ts for Social Media Influencers* (<https://www.ftc.gov/news-events/press-releases/2017/09/csgo-lotto-owners-settle-ftcs-first-ever-complaint-against>);

- *Do you endorse things on social media?* (<https://www.ftc.gov/news-events/audio-video/video/advice-social-media-influencers>); and
- *The FTC's Endorsement Guides: What People Are Asking* (<https://www.ftc.gov/tips-advice/business-center/guidance/ftcs-endorsement-guides-what-people-are-asking>).

You agree to participate in any training we require regarding COMPANY's Social Media Endorsement Policy which is designed to ensure compliance with the Endorsement Guides. Your Posts must also, of course, comply with <specify platforms> rules.

(b) Disclosure of Material Connection. You must clearly and conspicuously disclose your "material connection" to COMPANY, making it clear that you are a paid influencer. You must place the disclosure in plain sight in close proximity to any audio or visual communications that you make about or relating to COMPANY. You may not bury the disclosure in a link or place the disclosure in a string of hashtags or other disclosures. Disclosures should be made with each Post and embedded in any video. It is not sufficient to provide a link to a disclosure on another page or under a general "disclosures" heading. Examples of acceptable disclosures include #ad or #sponsored. [if applicable and desired, have influencer designate COMPANY as a brand partner on Instagram]

(c) Post Requirements. Your statements should always reflect your honest and truthful opinions and actual experiences. While we COMPANY want your Posts to be authentic, your Posts should only include factual statements about [Product or Service] which you know for certain are true and which COMPANY can prove or verify. Your Posts should also rely on the Campaign Materials to accurately use COMPANY's trademarks and slogans and describe COMPANY's products and services. Even if you don't expressly state a fact, it may be implied, and these requirements apply to both express and implied messages. The following additional requirements are applicable to your Posts:

- Your Posts must not defame, misrepresent, or disparage anyone or anything, and must not be deceptive or misleading.
- Your Posts must be original and created solely by you.
- Your Posts must not include the intellectual property of other parties, including any music, lyrics, photographs, artwork, trademarks, logos, slogans, brands, or any content or work authored by others.
- Your Posts must not include any person, or personally identifiable information about anyone, other than you, unless you receive our prior written approval and have the applicable individual(s) sign a release we provide.
- Your Posts must not include any ethnic slurs, personal insults, obscenity, or other offensive language.
- Your Posts must not include offensive comments that have the purpose or effect of creating an intimidating or hostile environment or content that promotes

bigotry, racism, or discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age;

- Your Posts must not include content that in any way promotes bigotry, racism, or discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age, or unsafe activities that could lead to an unsafe situation.
- If COMPANY makes any names, logos, trademarks, product images, information, or other COMPANY materials (“COMPANY Materials”) available for your use in connection with the Posts, then subject to the terms and conditions provided to you by COMPANY, COMPANY grants to you a non-exclusive, revocable, non-transferable license to use the COMPANY Materials only pursuant to those terms and conditions and this Agreement and only for the Posts. You understand that the license to the COMPANY Materials will automatically terminate upon the expiration or termination of this Agreement, or if you violate any of the terms and conditions of this Agreement. All use of COMPANY’ intellectual property, including any COMPANY Materials, by you will inure solely to the benefit of COMPANY. All derivative works based on or using COMPANY’ intellectual property will be the sole property of COMPANY. You hereby assign to COMPANY all rights in any such derivative works. You acknowledge that as between COMPANY and you, COMPANY is the owner of all right, title and interest in and to all copyrights, trademarks, trade dress and other rights associated with its intellectual property, its services, products and product designs (including, without limitation, the COMPANY Materials), and the goodwill pertaining to all the foregoing. You agree that you will not acquire and will not claim any title to any of the foregoing and will make no use of the same following expiration or termination of this Agreement.
- Your Posts must also comply with the standards of conduct set out above and in Exhibit B and any other policies we provide you.

(d) **Analytics.** You shall promptly provide to us all applicable analytics, data and metrics available to you and your agents and representatives (including but not limited to impressions, reach, geographic and demographic data and video views as available) in connection with the Posts. Such analytics shall be Confidential Information of COMPANY (as defined below).

2. **Schedule; Approval.** With respect to each Post, you will:

(a) publish each Post on a timely basis according to the schedule set out in Exhibit A;

(b) submit all Posts to us for our review and approval at least () days prior to the scheduled posting date. We will let you know within () days of receiving each Post whether it is acceptable or if revisions are required. Any required revisions (including reshoots / edits) will be at your expense.

3. Monitoring Posts. You understand that we will be monitoring your Posts for compliance with this Agreement. In the event that we inform you that any Post is non-compliant you will promptly fix the non-compliant Post to make it compliant. If you do not promptly fix the Post, we can withhold payment of the Fee and/or terminate the Agreement as a material breach by you.

4. Removal / Modification of Posts. You will not remove or modify any Posts made in connection with this Agreement within one year of posting unless requested by COMPANY. If COMPANY requests that you remove or modify any Post(s) made in connection with this Agreement or referencing COMPANY you agree that you shall immediately modify or remove such Posts as requested.

5. Ownership; Grant of Rights. COMPANY is and will be the sole and exclusive owner of all right, title, and interest in and to the Posts, including all copyrights and other intellectual property rights therein. To the extent permissible under the laws governing this Agreement under Paragraph 15(b) below, COMPANY will own each Post as a work made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Post does not qualify as, or otherwise fails to be, work made for hire, you hereby (a) assign, transfer, and otherwise convey to us, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to the Posts, including all copyrights and other intellectual property rights in them; and (b) irrevocably waive any and all claims you may now or hereafter have in any jurisdiction to so-called "moral rights" with respect to the Posts. You are granted a limited license to use the Posts solely for the Campaign.

6. Use of Posts. You agree that COMPANY and its designees shall have the unrestricted, irrevocable, worldwide, perpetual right to use the Posts, and any portion of the Posts, and derivatives works based on Posts, for any purpose without restriction, including for advertising and marketing, with or without alteration, by themselves or in conjunction with other images or elements, in any and all media, whether now known or which may be invented in the future. COMPANY may link to, post, repost, boost, and promote the Posts. You waive the right to inspect or approve any use of the Posts or exercise by COMPANY of its rights.

7. Use of Your Name, Likeness, and Information. You hereby grant to COMPANY and respective our designees, the royalty free, irrevocable, perpetual, worldwide right and license to use your name, image, likeness, and biographical, professional, and other identifying information (including information you provide to us and any other information about you that is publicly available) (collectively, "**Likeness**") in connection with the Campaign, the Posts, and any derivative works COMPANY makes from the Posts, and the exercise of the rights granted to COMPANY.

8. Payment. [If payment is made on a per Post / Campaign basis, consider the following] In consideration of the full and satisfactory completion of your obligations (including completing and publishing the applicable Posts), we will pay you the fee of <specify> (the "**Fee**"). We will pay the Fee within thirty (30) days of . Payment may be made via our payment platform or via our designated vendor and you agree to complete the necessary registration and provision of information to facilitate such payments.

[If applicable, consider details of “Custom Link” tied to conversions] For those individuals who use your Custom Link to <specify the applicable undertaking that constitutes a “Conversion”> we will pay you <specify payment amount and terms and any possible clawbacks>.

9. Confidentiality. You understand that you may be exposed to information about COMPANY and COMPANY’ campaign, plans and strategies and ideas that may not have been disclosed to the public (collectively, the “**Confidential Information**”). Such Confidential Information, including the specific terms and conditions of this Agreement and amounts of any payments to you, are proprietary and confidential to the Campaign as the case may be. You agree to maintain the confidentiality of all Confidential Information disclosed to you (or which otherwise becomes available to you) in connection with the Campaign and/or this Agreement, and will hold all Confidential Information in strict confidence and shall not use such Confidential Information other than as required in furtherance of the performance of your services for the benefit of COMPANY under this Agreement and shall not divulge the Confidential Information to any third parties, other than your financial or legal representatives on a need to know basis. You further agree to refrain from disclosing or using Confidential Information for any purpose other than participating in the Campaign.

10. Exclusivity. You agree that during the Term that you will not do any influencer marketing or other marketing, advertising or promotion for <specify> and will not during such period permit <specify> competitors to use your Likeness.

11. Representations and Warranties. You represent and warrant that: (a) you are not a member of SAG-AFTRA or other union or guild; (b) to your knowledge you do not have fake followers or engagement on your social media accounts; (c) you have not bought followers or directly or indirectly compensated others to follow or engage on your social media accounts and will not do so; (d) you have not and will not use bots to grow audience size by automating account creation, following, commenting, and liking; (e) you have not and will not post fake sponsored content; (f) that by providing the Posts to us, you represent and warrant that the Posts (i) are your sole and original creation; (ii) have not been, and prior to publication of them will not be, published or otherwise made publicly available, in whole or in part; (iii) are not libelous or otherwise defamatory; and (iv) do not, and the permitted use of them will not, infringe or otherwise violate any right of any third party, including any copyright, trademark, patent, trade secret, or other intellectual property right, or any right of publicity or privacy.

12. Indemnification. You will defend, indemnify and hold harmless COMPANY and their respective directors, officers, members, managers, affiliates, shareholders, employees, representatives and agents (collectively, the “**COMPANY Indemnitees**”) from and against any liabilities, losses, claims, suits, damages, costs and expenses (including without limitation, reasonable attorneys’ fees and expenses) brought by a third party (each, a “**Claim**”) arising out of or otherwise relating to (a) your acts or omissions in performing or failing to perform your obligations under this Agreement; and/or (b) breach of your representations or warranties in this Agreement. Any attorney selected to COMPANY Indemnitees must be reasonably satisfactory to COMPANY. COMPANY shall have a right of approval of any settlement of a Claim that would impose any adverse impact on any COMPANY Indemnitees.

13. Term; Termination.

(a) The term of this Agreement shall be <specify duration> unless terminated earlier in accordance with the provisions of this Agreement (the “Term”). You may terminate this Agreement if we commit a material breach of this Agreement and fail to cure the breach with seven (7) days of receiving notice of the breach from you. We may terminate this Agreement if you commit a material breach of this Agreement and fail to cure the breach with twelve (12) hours of receiving notice of the breach from us. We may terminate this Agreement immediately on written notice to you if you materially breach this Agreement and such breach is incapable of cure. To avoid any doubt, failure of a Post to comply with the requirements of this Agreement is a material breach.

(b) COMPANY may terminate this Agreement immediately on written notice to you if you:

(i) commit or are alleged to have committed any criminal act or other act involving moral turpitude, drugs, or felonious activities; or

(ii) commit any act or become involved in any situation or occurrence which brings you into public disrepute, contempt, scandal, or ridicule, or which shocks or offends the community or any group or class thereof, or which reflects unfavorably upon COMPANY or reduces the commercial value of the association with you; or

(iii) information becomes public about your having, in the past, so conducted yourself as in (i) or (ii).

14. Relationship of the Parties.

(a) You understand and agree that you are an independent contractor of COMPANY, and this Agreement does not create any association, partnership, joint venture, employee, or agency relationship between you on the one hand and COMPANY or us on the other hand for any purpose. You have no authority (and will not hold yourself out as having authority) to bind COMPANY and will not make any agreements or representations on our behalf without our prior written consent, nor on COMPANY’ behalf without COMPANY’ prior written consent.

(b) Neither we nor COMPANY are responsible for withholding or paying any income, payroll, Social Security, or other taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on your behalf. You are solely responsible for all such taxes and contributions, including penalties and interest. You are not eligible under this Agreement to participate in any of COMPANY’ or our employee benefits, such as time off, medical, profit sharing, or retirement benefits.

(c) COMPANY may, at its election, have its designated agency (“Agency”) perform any of the undertakings to be performed by COMPANY as the case may be under this Agreement. You agree, if so requested, to cooperate and collaborate with Agency in performing your services and providing the Posts contemplated by this Agreement.

15. Miscellaneous.

(a) This Agreement is personal to you. You will not assign or otherwise transfer any of your rights, or delegate, subcontract, or otherwise transfer any of your obligations or performance, under this Agreement. Any attempt by you to assign, delegate, or transfer in violation of this paragraph is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

(b) This Agreement is governed by and construed in accordance with the laws of the state of <specify> without giving effect to any conflict of laws provisions that would result in the application of the laws of a different jurisdiction. Each party agrees to institute any legal suit, action, or proceeding arising out of this Agreement or the Posts in the federal or state courts in each case encompassing <specify>.

(c) If any provision of this agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect. This Agreement contains the entire agreement between you and supersedes any oral or written statements made by or to you in connection with the Campaign and the Posts. This agreement may not be modified except by a written agreement that is signed by an authorized representative of COMPANY.

(d) Except for the payment of the Fee as expressly set forth in this Agreement neither COMPANY has any financial commitment or obligation to you as a result of this Agreement, including, without limitation, any use of the Posts and the rights granted in this Agreement, and there is no obligation for COMPANY to make any use of the rights you have granted.

By signing below, you acknowledge that you have read this Agreement in its entirety and agree to the terms.

Very truly yours,

COMPANY

By: _____

Name: _____

Title: _____

Accepted and agreed as of the date
first written above by:

Date: _____

EXHIBIT A

[Requirements for Posts; Publishing Schedule]

EXHIBIT B

[Standards of Conduct]

Any Posts must follow the following guidelines in addition to the requirement as set forth in the Agreement:

[address expectations]

For any other questions or concerns in regard to content, timelines, safety regulations, etc., please reach out to _____.