

BRAND OWNER INFLUENCER ENGAGEMENT AGREEMENT

Disclaimer: Please note that all information is provided as a source of general information. In legal matters, no publication, whether in written or electronic form, can take the place of professional advice given with full knowledge of the specific circumstances of each case and proficiency in the laws of the relevant jurisdiction. While efforts have been made to ensure the accuracy of the information, it should not be treated as the basis for formulating business decisions without professional advice.

A portion of the information below comes from other documents.

This Influencer Engagement Agreement (the “**Agreement**”) is made by and between BRAND OWNER and **personal service company legal name** (the “**Personal Services Company**”) for the services of **influencer’s full legal name**, professionally known as **influencer marketing name** (the “**Influencer**”). All Schedules referenced in this Agreement form part of this Agreement.

Please carefully read this Agreement, as it details the terms and conditions that the Personal Services Company and/or the Influencer agree to when posting or otherwise creating any materials in any media – including, but not limited to, the blog located at **URL** (the “**Influencer Blog**”), Instagram, Twitter, TikTok, Facebook, YouTube, Pinterest and/or any other form of website or social media platform (each, a “**Media Platform**”) – that in any way relate, directly or indirectly, to BRAND OWNER and/or its brand, products, or services (collectively, each a “**Post**”).

- I. Consideration:** In exchange for the fees set out in Schedule “**B**” and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Personal Services Company and the Influencer each hereby agree to be legally bound by the terms and conditions outlined in this Agreement.
- II. Term:** The Term (the “**Term**”) of this Agreement will start on the date the Agreement is signed by the parties and will continue in full force and effect until **end date** unless sooner terminated pursuant to this Agreement.
- III. Influencer Obligations:** The Personal Services Company warrants and represents that it is fully authorized to enter into this Agreement and obligate the Influencer to personally:
 - Contribute unique and original Posts (as more fully outlined in Schedule “**A**”) in accordance with (i) the Guidelines set out in Schedule “**D**”; (ii) Federal Trade Commission’s (the “**FTC**”) *Guides Concerning the Use of Endorsements and Testimonials in Advertising* (“**Endorsement Guides**”) and all other laws, rules, and regulations applicable to your Posts and undertakings under this Agreement; and (iii) other requirements set out in this Agreement that contain, depict, discuss or involve BRAND OWNER. For greater certainty and the avoidance of any doubt, “unique and original” means that the Influencer must not contribute any Post that has been re-purposed, recycled and/or previously published publicly in any way (in whole or in part);
 - Ensure that all Posts comply with the applicable Media Platform policies, terms and conditions;
 - Submit all Posts to BRAND OWNER for review and approval prior to posting;
 - Provide BRAND OWNER with proof (in a form acceptable to BRAND OWNER in its sole and absolute discretion), upon request, that the Influencer has obtained all necessary rights in and to each Post (and each individual component thereof, as applicable) to contribute each Post; and
 - Provide BRAND OWNER all applicable analytics, data and metrics available to Personal Services Company or Influencer (including but not limited to impressions, reach, geographic and demographic data and video views as available) in connection with the Posts.

- Execute, upon request, any and all additional requirements in relation to each Post as outlined in this Agreement.

The Personal Services Company will cause the Influencer to sign the form of inducement letter attached as Schedule “E” hereto, concomitantly with the Personal Services Company’s execution of this Agreement.

The Personal Services Company and the Influencer each hereby agree that BRAND OWNER reserves the right, in its sole and absolute discretion, at any time, to request that the Influencer modify, edit or remove any Post(s), for any reason. The Personal Services Company and the Influencer each hereby agree that if such a request is made by BRAND OWNER at any time, the Influencer will and the Personal Services Company will cause the Influencer to acknowledge the request and take all necessary steps to ensure that the Post(s) in question is/are modified, edited or removed (as applicable) within a commercially reasonable period of time.

The Posts must be transparent about the identity of the Influencer, and the Influencer’s relationship with BRAND OWNER, by clearly disclosing all material connections to BRAND OWNER, as described in the Standards set out in Schedule “D” and any briefing documents, instructions or standards provided by BRAND OWNER from time to time. The Influencer’s disclosure of the Influencer’s material connection to BRAND OWNER must indicate the fact and nature of the connection and must be clearly and prominently disclosed in close proximity to each of the Posts.

- IV. Influencer’s Use of Certain BRAND OWNER Materials:** For the duration of the Term and solely for the purpose of this Agreement, BRAND OWNER hereby grants to the Influencer a non-exclusive, non-transferable, non-sublicensable, royalty-free, revocable license to use the product name(s), image(s), trademark(s) and logo(s) provided by BRAND OWNER and set out as Schedule “C” (collectively, the “**BRAND OWNER Materials**”) subject to the terms of this Agreement. The license granted herein shall terminate automatically upon the expiration of the Term or termination of this Agreement (whichever occurs earlier).

Without limiting the generality of the foregoing, the use by the Influencer of the BRAND OWNER Materials is hereby authorized in connection with the Posts for use during the Term as sanctioned by this Agreement, provided that the Influencer strictly observes, at all times, any standards and instructions supplied by BRAND OWNER with respect to the appearance and manner of use of the BRAND OWNER Materials.

The Personal Services Company and the Influencer each hereby acknowledge the validity of BRAND OWNER’s ownership of all rights, title and interest in and to the BRAND OWNER Materials, that the Influencer’s use of the BRAND OWNER Materials shall be for the exclusive benefit of BRAND OWNER and its related companies, and that such use shall not create in the Influencer any right, title or interest.

- V. Links to Influencer Blog and Influencer-Related Media Platforms:** BRAND OWNER shall have the right (but not the obligation) to provide a hyperlink and/or a deep link on any Media Platform operated by or for the benefit of BRAND OWNER, either alone or in conjunction with others (and including any subsequent or derivative version of any such Media Platform) to: (i) the Influencer Blog (or any subsequent or derivative version of the Influencer Blog); and/or (ii) any Media Platform (or any subsequent or derivative version of a Media Platform) that is related, directly or indirectly, to the Influencer and which discusses, depicts, references or otherwise includes or mentions, in whole or in part, a Post.

Influencer shall promptly notify BRAND OWNER in writing in the event that Influencer becomes aware, or has reasonable suspicion to believe, that any Media Platform accounts are or have become suspended, banned or shadow banned, or materially restricted in any manner (collectively, “**Compromised**”), by any Media Platform listed above, at any time. Influencer hereby represents and warrants that as of the Effective Date of the Agreement, the Social Media Accounts as listed above are in good standing and have not been Compromised.

- VI. Ownership of Posts:** BRAND OWNER 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 Section X below, BRAND OWNER 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, Influencer hereby (a) assigns, transfers, and otherwise conveys to BRAND OWNER, 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 waives any and all claims Influencer may now or hereafter have in any jurisdiction to so-called “moral rights” with respect to the Posts. Influencer is granted a limited license to use the Posts solely for the Campaign Influencer hereby agrees to waive all moral rights in and to each Post in favor of BRAND OWNER and anyone authorized by BRAND OWNER to reproduce or otherwise use the Post.

In addition and without limiting the generality of the foregoing, for Permitted Uses of Posts during the Term by BRAND OWNER, the Influencer hereby gives BRAND OWNER the Influencer’s permission, irrevocably, to reproduce, copy, publish, broadcast, or otherwise use: (i) the Influencer’s name and so-called “social handle”; (ii) the Influencer’s image and likeness (as may be retouched or edited); (iii) the Influencer’s biographical, professional, and other identifying information (iv) each Post; and/or (v) any other comments or ideas attributed to the Influencer concerning BRAND OWNER, its products or services, or any material based upon or derived therefrom, or to refrain from so doing, in whole or in part, in any manner or media whatsoever, including, without limitation, for any and all advertising, promotion and/or other purposes of trade during the Term, after which such permission will expire. The Influencer hereby agrees that the Influencer shall have no right of approval, no claim to compensation or benefit, and no claim (including, without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising out of Permitted Uses of the Influencer’s name, likeness, Post(s) and/or any comments or ideas attributed to the Influencer concerning BRAND OWNER and/or its products or services.

Additional rights to be separately negotiated:

During the Term, if BRAND OWNER wishes to (a) extend the right to make Permitted Uses of Posts beyond the Term and/or (b) make additional use of a Post or Posts not contemplated by the initial Schedule “A” to this Agreement, it may advise the Influencer of the additional rights it wishes to secure and the parties agree to negotiate in good faith regarding the terms of such additional rights, and any rights resulting from such negotiations will be added to and form part of the Permitted Uses, the term of which will be extended if and as applicable.

Additional rights to be offered to BRAND OWNER before anyone else:

During the Term and for a period of six (6) months following the Term or termination of the Agreement, the Influencer agrees not to grant any rights in any Posts or a substantial part of any Posts to any other person or entity without offering such rights to BRAND OWNER first. Should BRAND OWNER wish to secure such additional rights to use any Posts, the parties agree to negotiate in good faith with respect to the grant of such rights.

VII. Representations and Warranties, Covenants, Indemnity and Release:

(a) The Personal Services Company and the Influencer each represent and warrant that:

- The Influencer has the right to grant the license as set forth in Section VI;
- Any Post the Influencer creates will: (i) be unique and original and will not infringe upon any copyright, trademark, right of publicity or privacy, or any other proprietary or other right of any person, whether contractual, statutory or common law; and (ii) comply with the Guidelines set out in Schedule “D” to this Agreement
- Without limiting the generality of the Guidelines, the Influencer will not commit any act (including, without limitation, posting or otherwise disseminating any material in any form of media) that brings, or that could bring, BRAND OWNER into public disrepute, contempt, scandal, or ridicule, or that insults or offends, or that could insult or offend, the general community to which BRAND OWNER’s advertising materials are directed, or that might tend to injure the success of BRAND

OWNER or any of its products or services including, without limitation, disparaging, directly or indirectly, BRAND OWNER and/or any of its products or services, or those of others;

- The Influencer has never been and is not currently employed by BRAND OWNER;
- The Influencer is not a member of SAG-SFTRA or other union or guild;
- The Influencer has not (i) bought followers or directly or indirectly compensated others to follow or engage Influencer's Blog or Media Platforms and will not do so; or (ii) used bots to grow audience size by automating account creation, following, commenting, and liking;
- The Influencer is free of any contractual rights or obligations in favour of any other person or entity that would prevent or impair the Influencer from entering this Agreement or fulfilling the obligation under the Agreement; and
- The Influencer has not authorized or permitted (which authority is still in effect or will be in effect during the Term of this Agreement), and the Influencer agrees that during the Term of this Agreement and for a period of **period of exclusivity desired** following the Term hereof, the Influencer will not authorize or permit the use of the Influencer's voice, name, statements, performance, photograph or other likeness to be used, nor will the Influencer render services in connection with any advertising or promotion, nor participate in any other activity, for the purpose of advertising, publicizing or promoting any products or services that, in BRAND OWNER's reasonable opinion, may be competitive to the products or services provided by BRAND OWNER.

(b) The Personal Services Company and the Influencer each agree to defend, indemnify and hold harmless BRAND OWNER, its parent companies, subsidiaries and affiliates, and each of their respective officers, directors, employees, business partners, agents, successors and assigns (collectively, the "Released Parties") from and against any and all manner of actions, causes of action, claims, damages, obligations, losses, penalties, fines, liabilities, covenants, contracts, costs, debts and expenses (including, but not limited to, attorney's fees) of whatsoever kind or nature suffered or incurred, directly or indirectly, by any of the Released Parties relating to or arising in any way out of the Personal Services Company and/or the Influencer's breach of this Agreement, including breach of any of the obligations, representations, and/or warranties pursuant to this Agreement. **Add Insurance Requirement & Liquidated Damages If Desired.**

(c) The Personal Services Company and the Influencer each hereby release the Released Parties from any and all claims, demands, damages, liability, expenses, costs, actions or causes of action whatsoever which the Influencer, the Influencer's heirs or personal representatives may now or hereafter have against them or any of them in respect of, in connection with, or relating to the Personal Services Company's entering into this Agreement.

(d) Without limiting the generality of the above representations, warranties, covenants, indemnity and release, the Influencer acknowledges that the Influencer is aware and understands that certain activities the Influencer engages in while fulfilling the obligations under this Agreement are potentially dangerous activities and involve the risk of serious injury, disability, illness, death, or property damage. The Influencer is also aware of the highly contagious nature of bacterial and viral diseases including, but not limited to, the 2019 novel coronavirus disease also known as COVID-19 and the risk that the Influencer may be exposed to or contract COVID-19 or other infectious diseases, or other illnesses or conditions, whether or not known or existing at the start of the Term of this Agreement (collectively, "**Diseases**"), by engaging in such activities, which may result in serious illness, personal injury, disability, death, or property damage. The Influencer understands and acknowledges that these risks may result from or be compounded by the actions, omissions, or negligence of BRAND OWNER representatives or others. THE INFLUENCER ACKNOWLEDGES THAT THE INFLUENCER IS VOLUNTARILY PARTICIPATING IN ACTIVITIES RELATED TO THE OBLIGATIONS IN THIS AGREEMENT WITH KNOWLEDGE OF THE DANGERS INVOLVED AND THE INFLUENCER HEREBY AGREES TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING FROM THE INFLUENCER'S

ENGAGING IN ANY AND ALL SUCH ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF BRAND OWNER OR OTHERWISE.

(e) The Influencer represents, warrants and confirms that the Influencer does not have any medical or other conditions that would impair the Influencer's ability to fulfil the obligations under this Agreement.

VIII. Relationship of Parties: Each of the Personal Services Company and the Influencer is an independent contractor of BRAND OWNER. Nothing in this Agreement is intended to, nor should be construed to, create a partnership, agency, joint venture or employment relationship between the Personal Services and the on the one side and BRAND OWNER on the other side.

IX. Governing Law: This Agreement shall be governed by and construed in accordance with the domestic laws of <jurisdiction> without giving effect to the principles of conflicts of law thereof. The parties irrevocably attorn to the exclusive jurisdiction of the courts of <jurisdiction>

X. Confidentiality: The Personal Services Company and the Influencer each agree to keep confidential: (i) its business arrangements with BRAND OWNER, including, without limitation, the terms and conditions of this Agreement; and (ii) any confidential information relating to BRAND OWNER or its business, unless such disclosure is required by applicable law.

XI. Termination: BRAND OWNER shall have the right to terminate this Agreement at any time upon thirty (30) days' written notice to the Influencer. Without limiting the generality of the foregoing, BRAND OWNER shall also have the right to terminate this Agreement at any time effective immediately upon written notice to the Personal Services Company or the Influencer (at the mailing or e-mail address set forth below) upon any breach by the Personal Services Company of the Influencer's breach of the terms of this Agreement (including, without limitation, the Guidelines). The provisions of Sections V, VI, VII, VIII, IX and X of this Agreement shall survive any termination of this Agreement.

XII. Assignment: BRAND OWNER may assign or delegate its rights and/or obligations, or any part thereof under this Agreement to its parent or any other related company. The Personal Services Company and the Influencer may not assign or delegate their rights and obligations under this Agreement without prior written consent of BRAND OWNER.

XIII. General: If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provisions.

This Agreement and the Schedules hereto represent the entire agreement between the parties with respect to the subject matter hereof and shall not be modified or amended except by way of a written instrument signed by the parties hereto.

No exercise or failure to exercise or delay by BRAND OWNER in exercising any right, power or remedy under this Agreement shall constitute a waiver by BRAND OWNER of any such other right power or remedy. No waiver shall be effective unless expressed in writing and signed by BRAND OWNER

Accepted and agreed this _____ day of _____, 202_.

PERSONAL SERVICES COMPANY

BRAND OWNER

Signature: _____

By: _____

Full Name: _____

Name: _____

Title: _____

Address: _____

E-mail: _____

WITNESS:

Signature: _____

Full Name: _____

Schedule “A”

SERVICES

1. Influencer’s Obligations

- a. Influencer will create and post Posts in accordance with the schedule and to the channels set forth below.

Influencer Content Piece	Delivery Schedule	Posting Schedule

- b. Additional Influencer duties/requirements/obligations:
- c. Approval requirements:
- d. Reporting:

2. Posting procedure:

- a.
- b.
- c.

3. Media Promotion of Content

-
-

4. BRAND OWNER contact:

- Name:
- Email:
- Phone:

Schedule “B”

FEES

Compensation

Agreed compensation for the volume & types of content outlined above is

Payment of Compensation

Invoicing schedule:

Payment terms:

Information required from Influencer:

Influencer please provide the following details to facilitate payee set up:

- Name & business name if relevant
- Address
- GST number (if in Canada)
- Email address
- Phone number
- Banking details may be required for EFT payments

Schedule C

BRAND OWNER trademarks (word marks):

- Brand

BRAND OWNER logos (design marks):

- Logo

Schedule D

The following Guidelines (the “**Guidelines**”) were created by BRAND OWNER to provide you, i.e. the Influencer, with guidance and direction with respect to your Posts.

1. Basic Rules of Engagement: The keys to success in social media are being honest about who you are, being thoughtful before you post, and respecting the purpose of the community where you are posting.

- a. **Be Transparent/Your Role.** BRAND OWNER supports transparency about your identity and relationship to BRAND OWNER. We are committed to ensuring that our influencers clearly and conspicuously disclose their relationship to BRAND OWNER, including details of any benefits you receive from BRAND OWNER, if and as appropriate and necessary to avoid any implication that you have no relationship with BRAND OWNER. It is intended that the readers of your Posts understand that you do, in fact, have a relationship with BRAND OWNER. Having said that, we are not asking you to promote or advertise in any way BRAND OWNER or its products or services – i.e., your Posts are not, and are not intended to be, commercial advertisements for BRAND OWNER.

(a) Without limiting the general importance of transparency as discussed above, you are required to disclose your “material connection” to BRAND OWNER in all public communications related to this Agreement, in compliance 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: <http://www.ftc.gov/bcp/guides/endorse.htm> as of the effective date of this Agreement.

Influencer must comply with the Endorsement Guides, and all other laws, rules, and regulations applicable to the Posts. Influencer should be 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>).

- b. **Write about your actual experience/impressions/point of view.** Please talk specifically about your genuine experiences, impressions, points of view, etc. relating to BRAND OWNER and its products or services.
- c. **Your responsibility.** Keep in mind that what you write is your responsibility and failure to abide by these Guidelines could result in immediate termination of this Agreement.
- d. **Maintain confidentiality.** Do not post any confidential or proprietary information about BRAND OWNER or its affiliates that you may have become aware of by virtue of being an Influencer. Use good ethical judgment.
- e. **Think before you post.** There is no such thing as a “private” social media site. If you're about to publish something that makes you even the slightest bit uncomfortable, reflect, review these Guidelines and consider whether the posting is appropriate. If you want some additional input, you can contact us. Ultimately, though, what you publish is yours, as is the responsibility. So, be sure.

2. **General Rules re: Conduct and Content:** BRAND OWNER retains the right, in its sole and absolute discretion, either itself or through its designated agents or representatives, to moderate any content you post – and the right, if necessary, to request that you edit, modify or remove any content that violates these Guidelines and, as a result, to terminate this Agreement.

As a general matter, you may post content freely to your Influencer Blog or other Media Platform, so long as the content is not illegal, obscene, defamatory, threatening, infringing of intellectual property or other rights, invasive of privacy or otherwise injurious or objectionable.

Any form of representation, direct or implied, of your personal opinions as those of, or endorsed by, BRAND OWNER or any of its affiliates is strictly prohibited.

You agree to abide by the general Posting Guidelines below.

When commenting on a specifically identified business or individual, the comments should be generally positive – avoid anything that might be considered potentially defamatory of the business or individual, or that would potentially depreciate the goodwill of the business or individual. You are accountable for anything you say about other businesses and people. Again, use common sense and good ethical judgment.

With respect to photos, videos, or other materials that you might wish to post - the key here is to avoid material that contains the recognizable image of any individual (other than yourself), unless you can verify that you have the express consent of that individual, or that contains third party intellectual property (song recordings, logos, signs, etc.). Photos of public buildings and public places are not problematic (again, however, in the case of any shots in which the images of people, logos or signs may incidentally be captured, it is essential that none are in any way identifiable). By making a Post on any Media Platform, you are warranting and representing to BRAND OWNER that you either own or otherwise control all of the rights to that content, including, without limitation, all the rights necessary for you to provide, post, upload, input or submit such content. You agree that you will not knowingly provide false or misleading information.

3. **Liability:** You understand that all content posted by you to any Media Platform is your responsibility and, as noted above, may carry liability. You also understand that all opinions expressed by you are expressed strictly in your own individual capacity, and not as a representative of BRAND OWNER or any of its affiliates.
4. **Posting Guidelines:** You hereby agree that you will govern yourself, the Influencer Blog and any Media Platform that is controlled or otherwise operated by you in accordance with the following Posting Guidelines:
- a. **DO NOT** post any materials whatsoever that contain, depict, discuss or otherwise involve vulgar, harassing, threatening, racist, abusive, hateful, violent, obscene, or potentially defamatory or libelous language or behaviour.
 - b. **DO NOT** participate in, suggest, or encourage any illegal activity.
 - c. **DO NOT** post messages that contain viruses, worms or other harmful or detrimental components or devices.
 - d. **DO NOT** impersonate any person or entity or misrepresent an identity or affiliation with any person or entity.
 - e. **DO NOT** submit, post, upload, distribute or otherwise make available or transmit (or attempt to submit, post, upload, distribute or otherwise attempt to make available or transmit) any postings in violation of this Agreement (including, without limitation, the Guidelines).
 - f. **DO NOT** post any material containing any identifiable third-party products and/or trademarks, brands or logos, unless the necessary permissions/licenses have been obtained. Where you have such permission and post any such material, do not delete or modify any legal notices, disclaimers,

or proprietary notices such as copyright or trademark symbols, or any logos that you do not have express permission to so modify.

- g. **DO NOT** post any pornographic material.
- h. **DO NOT** post any names or images of celebrities, or otherwise suggest that a celebrity may have an affiliation with BRAND OWNER.

Schedule E
Inducement Letter

[Date]

[Address]

Dear Sirs/Madames:

RE: [Description]

I have been advised of and have read an Influencer Engagement Agreement (the “**Agreement**”) between BRAND OWNER (“**BRAND OWNER**”) and **personal service company legal name** (the “**Personal Services Company**”) dated as of **[Date]**.

This letter is to advise you that the Personal Services Company has all of the authority necessary to make the commitments made by it on behalf of me and to grant the rights, licences, and permissions granted by it in the Agreement and that I, for my part, in consideration of the Personal Services Company having entered into the Agreement with BRAND OWNER, agree to fully and completely perform all of the services and provide all of the materials which the Personal Services Company is required thereby to cause me to perform pursuant to the terms of the Agreement.

Sincerely yours,

BY: _____
influencer’s full legal name

By: _____
Witness (Print Name)

SIGNATURE: _____

SIGNATURE: _____

DATE: _____