**The document is intended to provide general information and guidelines only. It is not a substitute for legal advice. All promotional campaigns should be analyzed on a case-by-case basis for legal compliance in your market or jurisdiction.**

[yyyy] - please edit these fields before printing

[xxxx] - commentary to assist with editing, deleted before sharing

**Master Influencer Contract Template**

Month Date, Year

**INFLUENCER AGREEMENT**

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

This Agreement, executed on \_\_\_\_\_\_\_\_\_, 20\_\_, is entered into by and between <Details of the agency / company/ brand, xx [don't forget the company registration number] corporation with an address of <insert address of the company initiating this contract> (hereinafter referred to as the “Company”) and <details of influencer [don't forget the ID / passport number]> individual with an address of <insert address of influencer or the influencer’s registered business address> (hereinafter, the “Influencer”). Company and Influencer may be referred to collectively as the “Parties.” Company hereby engages Influencer from the date of execution of this Agreement through and including the date(s) of performance (“the Term”) for the limited purpose of promoting certain brands and brand content, through Influencers social media outlets. The nature of the brand content to be promoted and the specific details and requirements of the promotion is outlined in the attached Annex 1. During the Term, Influencer agrees to be engaged for the purpose of promoting the brand content and to be bound by the guidelines as attached as Annex 2 (“Guidelines”).[Only relevant if the Company has their own doc for Guidelines].

For good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

<This contract agreement is between <Details of the agency / company/ brand, xx [don't forget the company registration number] and <details of influencer [don't forget the ID / passport number]> who has been contractually hired to provide their services to carry out <what tasks is the influencer assigned to briefly and or the project name> which is enforceable by law. [You would want to write simple description of what the contract is about.]

**1.** Appointment. The Company would like the Influencer’s assistance in promoting / offering / selling the Company’s brand/products [if this is a campaign, describe it] via their social media accounts <name of social media account of influencer>. The Company hereby appoints the Influencer as its representative on a non-exclusive, non-employee basis to endorse and promote its services to a target audience.

Company hereby engages Influencer from the date of execution of this Agreement through and including the date(s) of performance (“the Term”) for the limited purpose of promoting certain brands and brand content, through Influencers social media outlets [describe which is agreed upon , Instagram, Twitter]. The nature of the brand content to be promoted and the specific details and requirements of the promotion is outlined in the attached [Annex 1](https://docs.google.com/document/d/1RllIZNiiLG2B2w4peIFDb3W02QbEHw7K4DCJqzALQ6w/edit) . During the Term, the Influencer agrees to be engaged for the purpose of promoting the brand content and to be bound by the guidelines as attached as Annex 1.

**2.** Deliverables. The Influencer will deliver xxx [what is the requirement from the influencer] ,the agreed number of posts on the agreed platforms xxx [describe which platform, is it a blog post? Instagram post?] on behalf of the Company according to Annex 1 specified by the Company. The Services shall conform to the specifications and instructions of the Company as outlined in detail in the attached Annex 1, abide by the rules of the relevant social media platforms, and are subject to the Company's acceptance and approval. The Company 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.

[Generally speaking, we advise you to be as little descriptive hereby as you can to leave the influencer room to be creative. However, if you want to use the above structure, feel free to do so]

DISTRIBUTION: Content shall be distributed via the Influencer’s social media channels, including but not limited to <YouTube, Facebook, Instagram, Twitter, Vine, and Snapchat> (collectively, the “Channels”), as outlined in the Offer. If there is no specification in the Offer, it is assumed that the Influencer will distribute Content across all their available Channels, as they would with any of their regular content on a regular basis.

**3.** Cancellation. Either party may terminate this agreement upon ten (10) 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 Company under this agreement or applicable law, In addition, in the event that the Influencer has breached this agreement, the Company may (i) immediately suspend, limit or terminate the Influencer’s access to any Company account and/or (ii) instruct the Company to cease all promotional activities or make clarifying statements, and the Company shall immediately comply. Either party may terminate this agreement at any time without cause upon thirty days prior written notice to the other party.

Similarly, in the event that the Company has breached this agreement, the Influencer may (i) remove any postings of the Company from their social media accounts to disassociate and/or (ii) instruct the Company to cease all promotional activities or make clarifying statements, and the Company shall immediately comply. Either party may terminate this agreement at any time without cause upon thirty days prior written notice to the other party.

**4.** Collateral Details. The Company 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.

**5.** Items to Avoid in Influencer Posts: The Influencer agrees to avoid mentioning the following agreed competitors of The Advertiser: XX, XX [Competitors]. The Influencer agrees to abide by all guidelines set in the Brand Rule Guidelines [Applicable if the Company has one in place, or should already have one in place] and to what is stated in Annex 1. [This should be discussed well with both parties, especially on the timeline for the Influencer to stay clear of any competitor offers, and when they will be allowed to take on work for competitors] (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). The Influencer is bound by this term for a period of xx <of the campaign?>, after which time they Influencer may take on work by competitors with at least prior notice to avoid any conflict of interest.

Within xxx [Define the period of time i.e: until the end of the campaign] , the Influencer is prohibited from entering a contract with a competitor until after the influencer agreement has expired. Influencer will be responsible in confirming in writing that they have no existing agreement with any of the Company’s competitor list. [ There should be a separate annex for this (if needed)]

**6.** Morality Clause. The Influencer shall act with professionalism at all times. The Influencer represents and warrants that the Influencer has fully disclosed and provided to the Company prior to the execution of this Agreement, all information concerning: (i) any failure by the Influencer to conduct the Influencer’s self with due regard to public morals and conventions; (ii) any action by the Influencer which has or could degrade the Influencer in society, or which brings the same into public disrepute, contempt, scorn, or ridicule; (iii) any action of the Influencer which tends to shock, insult or offend the community or public morals or decency or damage Company’s reputation or its affiliated companies’ image; and/or (iv) any appearances made by the Influencer in any media which contains material not reasonably suitable for consumption by the Company’s public audience. The Influencer shall immediately notify the Company of any additional information concerning the those events set out above which arises after the execution of this Agreement. The parties acknowledge the Company’s ability to advertise, market and promote the Influencer’s services without controversy or negative public relations implications is a material inducement to the Company entering into this Agreement. Therefore, if at any time during the Term of this Agreement, and/or during the performance of services for the Company, information concerning the Influencer becomes publicly newly available or newly known to the Company, or to the general public, which information Company determines to be inconsistent with the standards and expectations set out in this clause or the Company’s brand guideline, the Company shall have the right without limitation, to immediately terminate this Agreement without liability or obligation. Conduct of the Influencer is a material condition of this Agreement.

**7.** Approval and Content Origination: The Influencer understands that all promotions and products they promote as part of this agreement are controlled by the Company. The Influencer assumes all responsibility for verifying that the campaign materials used meet the Company’s approval.   The Influencer will submit all posts/ material prior to posting, which should at least be <x days beforehand>. [It is best to be clear on the timeframe required for the Influencer to get their content vetted by the Company]

**8.** Confidentiality and Exclusivity. During the course of the Influencer's performance of services for the Company, the Influencer will receive, have access to and create documents, records and information of a confidential and proprietary nature to the Company and customers of the Company. The Influencer acknowledges and agrees that such information is an asset of the Company or its clients, is not generally known to the trade, is of a confidential nature and, to preserve the goodwill of the Company 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 Company or as otherwise directed by the Company in the course of the Influencer's performance of services under this Agreement, and thereafter only with the written permission of the Company. Upon termination of this Agreement or upon the request of the Company, the Influencer will return to the Company 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 three-month [Negotiable term] term afterward, the Influencer will not undertake influencer marketing for a competitor in the same vertical as the Company.

**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 Company. 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 Company shall have no other obligation for any other compensation or expenses or costs incurred by the Influencer in connection with the performance of its obligations under this agreement.The full extent of the compensation terms that has been agreed upon by both parties can be found in Annex 1. [Best to elaborate in detail what has been agreed with the Influencer in terms of payment for the post]

**10.** Material disclosures and compliance with [Federal Trade Commission (FTC) Guidelines](https://www.ftc.gov/enforcement/rules/rules-and-guides). [Example ; Please be advised that different countries would have their own regulations and it is the responsibility of the Company and Agency to discuss on this and to create the awareness].] When publishing posts/statuses about the Company’s products or services, the Influencer must clearly disclose his/her “material connection” with the Company, 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 Company or the Company’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 #ad. 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 Company or the Company's products which the Influencer knows for certain are true and can be verified.

[Every country’s jurisdiction is different. It is important to research or consult a lawyer about your market’s consumer protection laws surrounding “material connection”.

Currently the most followed guidelines come from the FTC in the US, thus it is mostly (assumption, not advice!) safe to assume following their guidelines will also be sufficient for your market. Also, in most cases of non-compliance the liability falls on the company/brand. Hence it is your responsibility to inform the influencer to be well aware of this]

**11**. Rights.

A. Ownership.
Influencer acknowledges and agrees that Company for the purpose of performing the Services under this Agreement shall own, exclusively and in perpetuity, all rights of whatever kind and character, throughout the universe and in any and all languages, in and to the videos, photographs, text and/or all works of similar nature produced, developed, or created by the Influencer for this Agreement, and any and all intellectual property rights thereto, including trademarks, trade secrets, trade dress, design, mask work, copyrights, and patent rights (collectively, the “Content”), including the right to sublicense the Content to Company’s brand partners (the “Brand Affiliates”) . Notwithstanding the foregoing, Influencer may delete posts from his/her owned and/or controlled social media channels containing any Content after a period of thirty (60) days from post date.

[This term should be well communicated between the Company and Influencer to better understand that the content made by the Influencer will be fully owned by the Company. If the Influencer has any objections, or would like to negotiate, this should be discussed prior to any agreements to avoid any future surprises by the Influencer. Remember to ask for the creative material before it has been uploaded for Social media platforms as quality would have decreased significantly for you to repurpose elsewhere]

B. Usage.
Company shall cause Influencer to grant to the Company and Brand Affiliates a limited, non-exclusive, royalty free, right and license to feature Content generated by the Influencer as part of the Campaign (including influencer’s name and likeness) on Company’s and Brand Affiliates owned and controlled social media platforms and within third party digital and broadcast platforms and print platforms including but are not limited to: ad networks, email marketing, paid search listings, television, radio, newspapers, magazines and brochures, Facebook, Instagram, Twitter, Tumblr, YouTube, Pinterest, Google+ and website blogs for a period of twelve (12) months.

Third Party Tools. By accepting these conditions you acknowledge your acceptance of the use of third party tools (the “Third Party Tools”). These Third Party Tools include, but are not limited to, YouTube Data Services, Instagram APIs, and Twitter APIs as well as any third party tool required for the operation and on-going maintenance of the servers and services provided to you, through the specified or unspecified service(s). For further information, please visit these resources:

Facebook Terms of Service: <https://www.facebook.com/terms.php>

YouTube Terms of Service: <https://www.youtube.com/t/terms>

Instagram Terms of Service: <https://www.instagram.com/legal/terms>

Twitter Terms of Service: <https://twitter.com/tos>

TikTok Terms of Service: <https://www.tiktok.com/en/terms-of-use>

[A non-exhaustive list which should be evaluated by the company to ensure all social media outlets related to the campaign is added]

C. License.
Company grants to Influencer a temporary license to use the Brand Affiliates name and promotional materials as may be necessary to achieve the promotional purpose but only in compliance with the Guidelines and only to achieve the promotional purpose as described in the Annex 1. Influencer grants to Company a perpetual license to use Influencer’s name and likeness in all media including the Company website and the brand website and on social media sites and in all formats of print and digital media advertising.

**12.** Method of Payment. Payment can be made by PayPal, online bank transfer or check/money order to the address given by the Influencer. Payment will be made within thirty (30) days of receipt of the Influencer’s invoice - subject to the staggered invoice agreement. [Negotiable between the company and influencer]

**13.** Force Majeure. If either party is unable to perform any of its obligations by reason of fire or other casualty, strike, act or order of public authority, act of God, or other causes beyond the control of such party, then such party shall be excused from such performance during the pendency of such cause.

**14.** Independent Contractor. The Influencer is retained as an independent contractor of the Company. 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 Annex 1 for various entities and individuals other than the Company. The Influencer is responsible for 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 Company.

**15.** Choice of Law. This Agreement shall be construed and enforced pursuant to the laws and decisions of State / Country.

**16.** Entire Agreement. This Agreement (including any exhibits hereto, if any) constitutes the entire understanding and agreement between Influencer and Company hereto and supersedes any and all prior or contemporaneous representations, understandings and agreements between the Influencer and Company with respect to the subject matter hereof.

Signed by:

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 <xx> [Name of company representative] on behalf of [Company Name and Company registration number]

[DATE]

AND

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<name of Influencer and their ID number>
[DATE]