**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.**

Annex 1: Scope of Work (SOW)

Annex 1 is an in-depth supporting document to be read with the Master contract associated with the stated Influencer and Company. It is ideal for the Company and Influencer to hold a creative briefing session once both parties have agreed to the contract. This document would act as an in depth description on both the communication messages and the corporate objectives that the Influencer will be measured against.

This Annex is customizable as the need differs from campaign to campaign, and from Company to Company. This Annex allows for the Company to lay down the requirements of the Campaign and what is expected from the Influencer. We advise on having this separate from the Master contract as there is better clarity and room for negotiation if required between the Company and Influencer.

The aim of this document is to ensure the parties discuss the in-depth details of terms that has a need for negotiation and clarity. It is best to describe what is needed by the Agency and to ensure the Influencer that will be assigned is able to deliver. From the table, you can see the terms that should be taken into consideration and what input should discussed on before the parties sign the master contract and this Annex.

[yyyy] - please edit these fields before printing

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

**1. Compensation.**

As compensation for Influencer’s satisfactory performance, Company agrees to pay Influencer [in detail you would need to agree on both ends what the compensation type is for the work done by the Influencer. If there is a payment, ensure to indicate the currency]. Influencer agrees that this payment shall be the sole and entire compensation received and no other compensation of any kind shall be due upon termination of the Agreement or thereafter besides any other agreed bonus or commission payment.

The payment shall be made xxx [what is the agreed timeframe].

|  |  |
| --- | --- |
| Examples of terms  | Example of Input and Negotiations  |
| Upfront fees | * You pay in advance for the influencer posts, usually 50% up front and the remainder after the post has been made. Full upfront payment is likely to be more relevant where the Influencer is especially famous / influential and has the stronger negotiating position.
* To protect both parties it is fair for the influencer to require 50% payment up front.
 |
| Cost per engagement | * The amount you pay the influencer depends on the success of the post i.e. the payment is linked to the level of engagement (e.g. likes or comments the post receives).
 |
| Commission | * The influencer receives a payment if a product is purchased because of the post
* How will this be measured, is the Influencer required to use a promo code? Or will the influencer be required to show the post’s activity
* Affiliate Links or Codes

If you’re planning on sharing any unique discount codes or affiliate links with your influencers, your agreement must mention them. It should also mention what percentage of sales generated (if any) can the influencer earn as commission. |
| Barter | * Free products or gift cards , describe what will be given
 |
| Per click payments | * Payments made when users click through to other pages using links placed by the Influencer
 |
| Invitations | * An invite to an exclusive event is given in exchange for the influencer covering the event
* Describe what is the event(s)
 |

**2. Date of Performance.**Parties agree that the Content will be disseminated on Influencer’s Outlets on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Date(s) of Performance”). This dissemination on the specified date(s) will constitute the date(s) of performance and upon performance of the promotion of the Content and fulfillment of the terms, and upon payment of compensation by Company as outlined below, this Agreement shall terminate and Influencer’s rights to use the brand name as described above shall terminate as well. shall automatically renew for additional one-year terms thereafter unless either party provides thirty days prior written notice of its intention of nonrenewal.

|  |  |
| --- | --- |
| Examples of terms  | Example of Input and Negotiations  |
| One-off promotion | * What is the timeframe
* Single publication time and date
 |
| Ongoing relationship | * Describe in detail the timeframe and the exact date(s)
* Capture how often the Influencer’s posts are to be published to their social media channels
* Single publication time and date
 |
|  |  |

**4. Service Agreement**

Xxx What is the promotion about?

The post will be made on the Influencers:

Instagram: <the influencer’s handle>

Blog: <the influencer’s handle>

[Others that are applicable. You can also indicate which social media is for a specific post if there is that requirement]

|  |  |
| --- | --- |
| Examples of terms  | Example of Input and Negotiations  |
| Repost | * Which post should be repost
* Which platform
* When should they repost. There should be communication between the Company and the Influencer on when the Company will do the initial posting on their Social media platform to give the Influencer a good amount of time to meet the reposting timeframe
 |
| Influencer own content | * What should be showcased in the post/photo/video/story
* How long should their blog posts or videos be?
* Any placement requirement
* Any script requirement ; What are the important points they should mention in their content?
* Influencer hereby represents, warrants, and covenants that all content in the Content (save and except any materials, if any, supplied by Company) will be the original work and creation of the Influencer and will not infringe the rights (including without limitation, any intellectual property rights) of any third party. Without limiting the generality of the foregoing, Influencer agrees not to use any third party content without the express written consent of Company
 |
| Event attendance | * Who is paying for travel to and from that event
* What specific activities must be performed at that event
* What must be done in follow up
* Which platform shall the Influencer post about the event (i.e: IG story? A post?)
 |

**5. Brand Guidelines**

|  |  |
| --- | --- |
| Examples of terms  | Example of Input and Negotiations  |
| Colors | * Colour sample, or name of colour
 |
| Fonts (size, name of font) | * Example of font
 |
| Words/ Hashtags to consider | * According to the most recent batch of FTC letters and updated FAQs, certain hashtags, such as #partner, #ambassador, and #thanks [brand] without further context are not sufficient. Hashtags such as #paid, #ad, and #sponsored are likely to be sufficient, as well as organic disclosures that clearly describe the nature of the material connection.
 |
| Words not to use | * This is where you can input competitor names or words that should not be in the Influencer’s post
 |
| What not to showcase  | * This is where you can advise the influencer on what they should not be displaying (i.e: no real fur, not too much skin, nothing political associated, etc)
 |
| Tracking links and coupons/promo codes | * Placement
* What is the link / promo code
 |
| Recommended script to use on post | * Describe what the Influencer needs to say or type in their post, or if it is up to the creativity of the Influencer, ensure you state what keywords should be included
 |
| Target audience | * If you prefer a specific age group, etc, indicate this
 |

Signed by:

----------------------------------------------------------------------------------------------------------------

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

[DATE]

AND

----------------------------------------------------------------------------------------------------------------

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