

INFLUENCER CONTRACT

This Influencer Contract (the "**Contract**") is entered into on _____ (the "**Effective Date**") by and between _____, an individual having their usual place of living at _____ (the "**Client**"), and _____, an individual having their usual place of living at _____ (the "**Influencer**"), collectively referred to as the "**Parties**" and individually as the "**Party**".

SUBJECT OF THE CONTRACT

According to the terms of this Contract, the Influencer shall promote the Client's products and/or services to the Influencer's target audience via the Influencer's social media accounts as well as through other promotional activities agreed upon by the Parties in this Contract (the "**Services**").

To provide the above Services during the term of this Contract, the Influencer shall make promotional social media postings for the Client as described: _____ (the "**Content**").

The Influencer shall use the following social media platforms to promote the Client: _____.

The Parties agreed that the Content shall be original, factual, and well-written. It shall be in full compliance with the terms and conditions of the social media platforms used by the Influencer and all applicable guidelines. The Content should also contain any references, tags, links, and/or titles requested by the Client.

The Services shall be provided by the Influencer in full compliance with:

- Any and all general creative, stylistic, editorial, and/or technical requirements provided by the Client to the Influencer (the "**Guidelines**").
- All applicable federal, state, and/or territorial local laws and regulations applicable to the Services (the "**Laws**").
- All current rules and requirements of the relevant social media platforms used by the Influencer (the "**Rules**").

CLIENT'S APPROVAL

The Influencer shall be required to obtain approval of the final version of the Content from the Client before the date of posting.

PAYMENT TERMS AND PROCEDURE

The Client agrees to pay the Compensation the Influencer for the Services provided under this Contract (the "**Compensation**") as follows:

- Hourly rate: _____ per hour.

The payment shall be exercised by the Client daily based on the factual hours spent by the Influencer for rendering the Services under this Contract. The total number of hours spent shall be calculated by the Influencer and mutually agreed upon by the Parties in regular written reports. The Influencer is obliged to submit such reports to the Client daily. The scope of such reports shall be mutually agreed upon by the Parties.

All payments will be made in cash.

The Influencer shall be solely responsible for the payment of all taxes, social security contributions, and/or other payroll taxes applicable to the Compensation.

RETAINER

The Client must pay a retainer in the amount of _____ to the Influencer as an advance on future Services to be provided (the "**Retainer**"). The Retainer is refundable.

INTELLECTUAL PROPERTY RIGHTS

The Parties agreed that all exclusive intellectual property rights (copyrights) in all Content or its part developed hereunder shall belong to the Client since the moment of such Content creation.

The exclusive proprietary copyrights transferred under this Contract include but are not limited to the following:

- The exclusive right to use the Content that is the subject of this Contract in any form and by any means, including (without limitation) the right to duplicate, adapt, complete all or part, remove, use, and alter any portion separately, as well as to reproduce originals or copies in any format on any devices, to distribute in any way and in any format, to transfer, sell to third parties, and to use the information for promotional and other legitimate purposes.
- The exclusive right to authorize or prohibit other persons and/or legal entities from using the Content that is the subject of this Contract.

EXCLUSIVITY OF RELATIONSHIP

The Parties agreed that, for the purposes of this Contract, the Influencer's role with the Client is:

Exclusive: The Influencer shall provide promotional services to the Client on an exclusive basis for the term of this Contract. It is prohibited for the Influencer to post, promote, and/or be affiliated with any other advertiser in the following type(s) of business: _____.

CONFIDENTIALITY

The Parties acknowledge that any oral or written information disclosed by the Parties concerning the preparation and execution of this Contract is considered confidential information. Each Party shall maintain the confidentiality of such information and shall not disclose it without the prior written consent of the other Party, except to the extent required to perform the Services under this Contract. The information shall not be considered confidential if it is in the public domain other than through the Party's unauthorized disclosure or shall be disclosed pursuant to the applicable laws or orders of the court or other governmental authorities.

In case of termination of the Contract, the Influencer shall provide the Client with all materials and/or documents containing the Client's proprietary or confidential information immediately upon the Client's request.

This clause shall survive the termination or expiration of this Contract for any reason.

TERM AND TERMINATION

This Contract shall commence on the Effective Date and shall continue until _____ unless terminated earlier following the terms of this Contract, but not before the Parties duly fulfill their obligations under the Contract.

Either Party may terminate this Contract without cause within _____ days of written notice. This Contract may be terminated immediately for cause if either Party fails to perform under the terms of this Contract.

In addition, either Party may terminate this Contract immediately upon written notice to the other Party if the other Party becomes insolvent or files for bankruptcy.

NOTICE

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one Party may have furnished to the other in writing, or to emails set forth below:

If to the Client: _____.

If to the Influencer: _____.

Either Party may change its registered mail or email address for receipt of notices by giving written notice to the other Party. Notices shall be deemed received on the day of delivery if sent by hand or courier service or on the _____ business day after the date of posting if sent by registered mail or email.

FORCE MAJEURE

Neither Party shall be liable for any failure to perform or delay in performing the obligations under this Contract if such failure or delay is caused by events of force majeure, including but not limited to acts of God, war, terrorism, strikes, lockouts, labor disputes, pandemics, epidemics, governmental regulations, or any other similar causes beyond the reasonable control of the affected Party.

In the case of force majeure, the affected Party shall immediately notify the other Party in writing and provide reasonable proof of the cause of the delay or inability to perform the obligations. The Party affected by force majeure shall endeavor to mitigate the consequences of such circumstances and resume the performance of the obligations as soon as possible after the circumstances cease to exist.

If the force majeure circumstances last more than _____ days, either Party may terminate this Contract by giving written notice to the other Party. In this case, neither Party shall be liable to the other Party for any damages arising from the termination of this Contract.

LIABILITY AND INDEMNIFICATION

The Client's liability under this Contract will be limited to the total Compensation amount due to the Influencer.

The Client and the Influencer will defend, indemnify, and hold each other harmless against all losses, damages, deficiencies, liabilities, awards, penalties, or expenses, including attorneys' fees and related legal fees, incurred by themselves in connection with any claims, suits, actions, or demands arising out of this Contract.

GOVERNING LAW AND DISPUTE RESOLUTION

This Contract shall be governed by and interpreted in accordance with the laws of the State of _____, and any disputes arising out of or in connection with this Contract shall be exclusively resolved by the courts of the State of _____.

ADDITIONAL TERMS

_____.

SEVERABILITY

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

ENTIRE AGREEMENT

This Contract represents the entire agreement between the Parties and supersedes any prior oral or written agreements.

WAIVER

No failure or delay by the Party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such a right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

AMENDMENTS

This Contract may be amended or modified only by a written arrangement signed by both Parties.

BINDING EFFECT

This Contract shall be binding upon the Parties and their respective successors and assigns according to the federal, state, and local law requirements. Neither Party may assign this Contract or any of its rights or obligations hereunder without obtaining the prior written consent of the other Party, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date, with full knowledge of its content and significance, and intend to be legally bound by the terms hereof.

THE INFLUENCER

_____,
_____, USA

(Place for signature)

THE CLIENT

_____,
_____, USA

(Place for signature)

