**Agreement Template Disclaimer**

*This template is intended to provide a general outline that you can use to create your own agreements. It does not constitute legal advice, nor does it substitute for legal advice. The specific terms and conditions for your agreement may vary depending upon the unique circumstances of your business situation.*

*Always consult with a legal professional before entering into any agreement or contractual obligation. It is important to ensure that any agreement, contract, or legal document you enter into is compliant with the laws in your state and country.*

*This template is provided “as is” without any express or implied warranty, including but not limited to the warranties of merchantability or fitness for any particular purpose. In no event shall Impartner be liable for any damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use this template, even if advised of the possibility of such damages.*

*Please have your legal team review this agreement before sharing it with a potential partner. It is your responsibility to ensure that the agreement is legally binding and protects your interests.*

**INFLUENCER AGREEMENT**

THIS AGREEMENT ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Company"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Influencer"), each of which may be referred to as a Party and together as the Parties.

**SECTION 1: DEFINITIONS**

1.1 "Influencer" refers to an individual or entity with influence in a certain niche or market and who uses this influence to promote products, services, or brands to their audience on their platform(s).

1.2 "Promotional Content" means any post, video, story, or any other digital or physical content created by the Influencer to promote the Company's products or services.

1.3 "Influencer Fee" refers to the monetary compensation, whether fixed, based on performance, or otherwise, that the Company pays to the Influencer for the promotion of its products or services, as set forth in Exhibit A.

1.4 "Performance Metrics" denotes any measurable data (likes, shares, comments, conversions, etc.) used to evaluate the performance of Promotional Content.

1.5 "Referral Link" refers to the unique tracking link that may be provided by the Company to the Influencer for the purposes of tracking referrals and calculating Influencer Commissions.

**SECTION 2: DUTIES AND OBLIGATIONS**

2.1 Influencer Duties: The Influencer agrees to perform the following duties:

* The Influencer agrees to create and publish Promotional Content that aligns with the guidelines set by the Company, ensuring compliance with all applicable laws and regulations;
* The Influencer shall not make misleading statements or claims about the Company's products or services;
* The Influencer must disclose their relationship with the Company in all Promotional Content, adhering to advertising standards and regulations; and
* Influencer is solely responsible for any costs incurred in relation to creating and publishing the Promotional Content unless otherwise agreed upon.

2.2 Company Duties: The Company agrees to perform the following duties:

* The Company will provide the Influencer with relevant product information, branding guidelines, and, if necessary, the products themselves for the purpose of creating the Promotional Content;
* The Company will offer any needed training and support to the Influencer to facilitate effective promotion;
* The Company will track the performance of the Promotional Content using Referral Link and other Performance Metrics and share the performance results with the Influencer; and
* The Company will compensate the Influencer in accordance with the terms set forth in Exhibit A.

**SECTION 3: INFLUENCER FEES**

3.1 Fee Structure: The Company will compensate the Influencer based on the structure detailed in Exhibit A, which may be a fixed fee, performance-based fee, or a combination thereof.

3.2 Payment Frequency and Timeline: The Company will issue payments within \_\_\_\_ days after the Promotional Content has been published and/or as agreed in Exhibit A.

3.3 Deductions and Adjustments: The Company reserves the right to adjust Influencer Fees in situations like non-compliance with content guidelines, misrepresentation of the brand, or in the event of any breach of this Agreement by the Influencer.

3.4 Reporting: The Company will provide the Influencer with a performance report detailing Performance Metrics and any adjustments made to the Influencer Fee.

3.5 Taxes: The Influencer is responsible for any taxes related to the receipt of the Influencer Fee.

3.6 Dispute Resolution: In case of any disputes over the calculation or payment of Influencer Fees, both Parties will cooperate in good faith to resolve the issue. If an internal resolution cannot be achieved, the matter will be addressed through a mutually agreed-upon third-party mediator.

3.7 Terms and Conditions Alterations: The Company can modify the terms and conditions of the Influencer Fee as mentioned in Exhibit A, exercising its discretion but ensuring reasonable notice to the Influencer.

**SECTION 4: CONFIDENTIALITY**

4.1 Definition: "Confidential Information" means any information that a Party ("Disclosing Party") discloses to the other Party ("Receiving Party") that is either designated as confidential at the time of disclosure or should be reasonably understood to be confidential given the nature of the information and circumstances of disclosure. Confidential Information may include, but is not limited to, business plans, customer lists, financial information, marketing strategies, non-public information relating to products or services, and other proprietary information.

4.2 Non-Disclosure: The Receiving Party agrees to keep all Confidential Information strictly confidential. The Receiving Party will not disclose or make available any Confidential Information to any third party without the prior written consent of the Disclosing Party. The Receiving Party will use the Confidential Information solely for the purpose of performing its obligations under this Agreement.

4.3 Exceptions: The obligations under this section will not apply to any Confidential Information that: was already lawfully known to the Receiving Party at the time of disclosure; is disclosed to the Receiving Party by a third party who had the right to disclose it; is publicly available through no fault of the Receiving Party; or is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

4.4 Required Disclosure: If the Receiving Party is required by law, court order, or any government or regulatory authority to disclose any of the Confidential Information, it will give the Disclosing Party prompt written notice of such requirement before the disclosure and, if possible, enough time to contest the disclosure.

4.5 Return of Confidential Information: Upon termination of this Agreement, or upon the Disclosing Party's request, the Receiving Party will return all Confidential Information and all copies, notes, or extracts thereof to the Disclosing Party unless required by law to retain it.

4.6 Continuing Obligations: The Receiving Party's obligation to protect the confidentiality of the Confidential Information will survive termination of this Agreement and continue until such time as the Confidential Information becomes public knowledge other than through the Receiving Party's breach of this Agreement.

**SECTION 5: INTELLECTUAL PROPERTY**

5.1 Ownership: Influencer acknowledges that the Company and its licensors own all rights, title, and interest in the service(s), product(s), and all intellectual property rights therein. Nothing in this Agreement gives Influencer any right, title, or interest in the service(s), product(s) or any associated trademarks, except the right to sell or service the service(s) or product(s) in accordance with this Agreement.

**SECTION 6: TERM AND TERMINATION**

6.1 Term: This Agreement shall commence on the date first set forth above and will continue indefinitely unless and until terminated by either Party.

6.2 Termination without Cause: Either Party may terminate this Agreement without cause upon providing thirty (30) days' prior written notice to the other Party. Upon termination without cause, the terminating party is under no obligation to provide reasoning for the termination.

6.3 Termination for Cause: Either Party may terminate this Agreement immediately upon written notice if the other Party:

* Breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, unless such breach is such that it cannot be cured within thirty (30) days, in which case the breaching Party shall commence such cure promptly after receipt of such notice and continuously pursue such cure to completion;
* Becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, liquidation, dissolution, receivership, or similar proceeding, or otherwise ceases to do business; or
* Fails to comply with any applicable laws or regulations, which may harm the reputation or business of the other Party.

6.4 Effect of Termination: Upon termination or expiration of this Agreement for any reason:

* The rights granted to the Influencer under this Agreement will immediately cease;
* The Influencer must promptly discontinue all promotion of the Company's products or services; and
* Any fees owed to either Party at the time of termination or expiration will be paid according to the terms of this Agreement.

6.5 Survival: The rights and obligations of the Parties set forth in this Section 6 and any right, obligation, or required performance of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

**SECTION 7: GENERAL PROVISIONS**

7.1 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

7.2 Entire Agreement: This Agreement, including any exhibits and appendices, contains the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations ,and discussions, whether oral or written, of the Parties with respect to the subject matter hereof.

7.3 Amendments: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

7.4 Waiver: No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver.

7.5 Indemnification: Each Party agrees to indemnify and hold the other harmless from any claims, losses, damages, liabilities, or expenses incurred as a result of the negligent or intentional acts or omissions of the indemnifying Party.

7.6 Severability: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

7.7 Notices: All notices or other communications required or permitted under this Agreement must be in writing. Such notices may be delivered personally, sent by a recognized overnight delivery service, telecopy, or electronic mail, provided that receipt of the communication is confirmed. Notices should be addressed to the relevant Party at the address outlined in this Agreement, or to any other address that the recipient Party has provided in writing to the sender. A notice will be considered effectively given at the time of personal delivery, or at the time of confirmed receipt in the case of delivery by overnight service, telecopy, or electronic mail.

Company Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Influencer Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7.8 Independent Contractor Relationship: It is understood that the Influencer is an independent contractor and not an agent, partner, or employee of the Company. The Influencer shall not have any authority to enter into any agreements or obligations on behalf of the Company.

7.9 Non-Exclusivity: The relationship between the Company and the Influencer is non-exclusive. Both Parties are free to enter into similar agreements with other parties unless otherwise specified in this Agreement.

7.10 No Assignment: The Influencer may not assign or transfer this Agreement, or delegate its obligations under this Agreement, without the Company's prior written consent.

7.11 Dispute Resolution: In the event of any dispute arising out of or related to this Agreement, the Parties agree to negotiate in good faith to resolve the dispute. If the Parties are unable to resolve the dispute, they agree to submit the dispute to mediation before resorting to litigation.

7.12 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Company Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed Name and Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Influencer Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed Name and Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature |

**Exhibits Disclaimer**

*The following exhibits offer various options and template language for different partnership arrangements. This is a general template that should be customized to fit your needs, and reviewed by a legal professional to ensure it meets the requirements and protections necessary for your specific business situation.*

*Additional appendices to add to this agreement, or reference from your partner portal or another online source, may include pricing lists, service and product descriptions, software specifications, software licensing terms, branding guidelines, territory information, and/or sales targets.*

**EXHIBIT A: INFLUENCER FEES**

This Exhibit A forms part of the Agreement and is subject to the terms and conditions of the Agreement. In the event of any conflict between the terms of this Exhibit A and the terms of the Agreement, the terms of the Agreement will prevail.

Commission Rate: The Influencer will receive a commission of \_\_\_\_% of the net sales price (excluding any applicable taxes, shipping and handling fees, discounts, or returns) for each sale on Referral Link.

Fee Rate: The Influencer will receive a flat rate of $\_\_\_\_\_\_ for each piece of Promotional Content published. Additionally, the Influencer may receive a bonus of $\_\_\_\_\_\_ for every \_\_\_\_ (e.g., 1,000) views/engagements the content receives within the first \_\_\_ days of publication.

Performance Bonus: Should the Promotional Content exceed \_\_\_\_\_\_ (e.g., 100,000) views/engagements within a month, an additional bonus of $\_\_\_\_\_\_ will be paid.

Product Gifting: In addition to monetary compensation, the Influencer will receive products valued at $\_\_\_\_\_\_.

Minimum Earning Threshold: The minimum amount of Influencer Fees that must be earned by the Influencer before a payment is made by the Company is $\_\_\_\_\_\_. If the Influencer Fees earned in a particular month are less than the minimum earning threshold, they will be carried over to the next month.

**EXHIBIT B: PERFORMANCE METRICS**

This Exhibit B forms part of the Agreement and is subject to the terms and conditions of the Agreement. In the event of any conflict between the terms of this Exhibit B and the terms of the Agreement, the terms of the Agreement will prevail.

**Performance Metrics**

Engagement Rate: The Influencer is expected to maintain an average engagement rate (likes, comments, shares) of \_\_\_\_% for each piece of Promotional Content.

Viewership: The Influencer's content should consistently reach a minimum of \_\_\_\_ views/engagements within the first \_\_\_ days of publication.

Conversion: If a unique Referral Link is provided, the Influencer should aim to achieve at least \_\_\_\_ conversions/purchases through their audience within \_\_\_ days of publication.

**Content Guidelines**

Disclosure: The Influencer must clearly disclose their partnership with the Company in all Promotional Content, adhering to advertising standards and regulations.

Authenticity: Content should be genuine, reflecting the Influencer's honest opinions and should not mislead their audience.

Branding: All Promotional Content should adhere to the Company's branding guidelines, which include the use of specific logos, hashtags, or mentioning/tagging the Company's official account.

Content Frequency: The Influencer agrees to post a minimum of \_\_\_\_ Promotional Content pieces each \_\_\_\_.

Exclusivity: The Influencer agrees not to promote competing products/services within \_\_\_\_ days of any Promotional Content for the Company.