

MODEL OF INFLUENCER AGREEMENT



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Business Publications

The Influencer Agreement is a type of contract for the provision of services that regulates the relationship between a company, "Advertiser", that hires a person, "Influencer", to promote its brand on social networks (Instagram, YouTube, TikTok , Twitch, etc). The Influencer is a person of recognised prestige in social networks, who will carry out a series of actions established in the contract itself and, in exchange, will receive remuneration that can be economic or in kind. **The Influencer Agreement** can be used for a one-time campaign, where the Advertiser hires the Influencer to help with one specific campaign for a specific time period, or for an ongoing relationship, where the influencer will promote the advertiser's products or services over time.

INFLUENCER AGREEMENT

DATE:

BETWEEN:

..... [*company legal name*] whose registered office is at
[*address, city and country*] and registration/fiscal number is (hereinafter referred to as the "Advertiser").

AND:

Mr./Ms., of legal age, [*include professional qualification*], Tax Identification Number....., registered address , acting on his/her own behalf (hereinafter, the "Influencer").

RECITALS

WHEREAS, the Advertiser wishes to advertise certain products;

WHEREAS, the Influencer's social media reach is valuable for the advertising and sale of such products;

WHEREAS, the Parties desire to enter into an agreement whereby the Influencer shall promote and sell the Advertiser's products as described below;

WHEREAS, the Parties wish to establish a written document between them covering the terms and conditions of their agreement;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties hereby agree as follows:

1. AGREEMENT

Within this Agreement, the Influencer agrees to promote and sell the following of the Advertiser's products (the "Products") on the Influencer's social media, described further below:

.....
.....

[Explain if this Agreement is just for one single campaign on which the parties shall work together or for an ongoing business relationship? Also describe the product(s) to be promoted]

The Influencer agrees to the promotion and sale of the Products in exchange for fees, described further below.

2. NO EMPLOYMENT RELATIONSHIP

Nothing contained within this Agreement shall be construed to form any partnership, joint venture, agency, franchise, or employment relationship. The Influencer is an independent contractor and shall, at all times, act as such. The Influencer is responsible for the Influencer's own local, state, and federal tax liability, and no tax funds or other required payments, such as social security, shall be withheld from any of the Influencer's fees.

3. TERM AND TERMINATION

This Agreement shall terminate automatically on the following date: (the "Termination Date").

This Agreement may also be terminated by either Party, upon notice in writing:

- a) if the other Party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen *[enter number, 15, 30]* calendar days or that should have been remedied within fourteen *[enter number, 15, 30]* calendar days after a written request and was not remedied;
- b) if the other Party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform.

This Agreement may also be terminated by the Advertiser at any time with or without cause.

The Advertiser specifically reserves the right to terminate this Agreement if the Influencer breaches any of the terms outlined herein, including, but not limited to, infringement the intellectual property rights of the

If this Agreement is terminated prior to the Termination Date, the Advertiser shall pay the Influencer any and all fees earned but not paid out prior to termination, unless the Influencer fails to follow the terms of this Agreement and the Advertiser terminates for breach. In such a case, Influencer forfeits all rights, including the right to any unclaimed fees.

At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

4. EXCLUSIVITY

Alternative A. The Parties agree that this Agreement does not create an exclusive relationship between the Advertiser and the Influencer. Throughout the Term of this Agreement, the Influencer may work with any other advertiser.

Alternative B. The Parties agree that this Agreement creates an exclusive relationship between Advertiser and Influencer. Throughout the Term of this Agreement, the Influencer may not work with any other advertiser. Upon termination of this Agreement, the Parties' exclusive relationship ends. If the Influencer breaches this portion of the Agreement, the Parties' agree that the following liquidated damages shall become payable: [enter amount and currency].

.....

This is a sample of the Influencer Agreement.

To get more information about this Agreement click here:

 **INFLUENCER AGREEMENT**

USER GUIDE

Contracts drafted by the legal experts of Global Negotiator cover all relevant aspects that are negotiated and agreed in the different types of business between companies. However, when these contracts are used you should take into account some recommendations common to all of them that are described in this User Guide.

DATE

The date when the contract comes into force is the one that appears in its header, as mentioned in the final paragraphs of the contract, before signatures (This Contract comes into force on the date written above).

In some contracts -for example in the Supply Contract- the date of coming into force is also mentioned in one of the clauses. In these cases, you have to verify that the two dates inserted in the contract (in the heading and in the corresponding clause) are the same, in order to avoid discrepancies.

PARTIES

Be sure to insert in the first page of the contract the full details of the Parties:

- When a Party is a company you must insert the following information: legal name, legal form (limited, incorporated, etc.), full address, registration data and fiscal identification number.
- When a Party is an individual that works as independent professional (for example a commercial agent) you must insert the following information: full name, profession, full address and fiscal identification number.

CLAUSES

Clauses with different alternatives: choose the most favorable

In the most important clauses of each contract (exclusivity, payment terms, applicable law and competent jurisdiction, etc.) several drafting alternatives are proposed so you can choose the most appropriate to each situation. Therefore, the user before submitting the contract to the other Party must choose the alternatives that seem best suited to their interests, and eliminate the rest.

Clauses with blank spaces to be completed

In several clauses of the contract blank spaces appear with dots (.....) that the user has to complete inserting text. Following the dots, between brackets, you will see the data and explanations to insert the text.

- When the text between brackets is in normal letters (the same as the contract) and separated by "," or the word "o", the user must insert one of the options suggested.

Example of blank space (.....) with options to select between brackets:

Orders handled before completion of the present Contract which produce sales transactions within [1, 2, 3, 6] months shall entitle the Agent to receive the corresponding commission. In this case the user must choose between options 1, 2, 3 or 6 months and insert one in the blank space (.....).

- When the text between brackets is in italics the user has to insert the data and information requested and eliminate the bracketed text.

Example of blank space - (.....) to insert text:

Both parties, by mutual consent, resolve to refer any dispute to the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The place of arbitration shall be [*city and country*]. In this case the user must insert in the blank space (.....) the city and country chosen to conduct the arbitration and afterwards eliminate the bracketed text [*city and country*].

Notices Clause

Sometimes it may happen that the official address of the Parties which appear at the beginning of the contract is different from which is to be used for communications between the Parties during the terms of the contract. In this case the user should include at the end of the contract a Notices Clause.

Example of Notices Clause:

Notices. - In order to comply with their contractual obligations, the Parties establish the following address for the provision of notices related to this contract:

- Party 1 [*insert full address*].
- Party 2 [*insert full address*].

ANNEXES

The contracts incorporate some Annexes, each of them, referenced to the corresponding Clause. Annexes are drafted in commonly used formats, although the user must adapt these formats and the text inserted in them to each particular situation.

SIGNATURES

People who sign

Persons signing the contract on behalf of the company must have the authority to do so and preferably, be entitled on the basis of a power of attorney. Below the signature, in addition to the full name of the person that signs his/her position must be inserted. When one of the Parties who signs is a natural person (for example a commercial agent in an Agency Contract) obviously he or she is the person that has to sign the contract.

The laws of some countries require that contracts, to be valid, shall be signed in front of witnesses or a public notary. Therefore, before signing a contract you should be informed about the requirements that may exist in each country.

Place and date of signature

Usually, contracts are signed by both Parties on the same date and place. Nevertheless, in international contracts, due to physical distance, it is common that each of the Parties sign in different dates and places. This contract provides for both alternatives, so it comes to choosing the most appropriate to each situation.

Number of copies

Usually, the Parties sign two copies of the contract, each Party retaining one of them, but can also arise the need to sign more copies. In this case all you have to do is mentioned explicitly the number of copies to be signed in the paragraph that is included at the end of the contract (Both Parties declare their conformity to the present contract, which is signed in copies, each of which shall be considered an original).

GENERAL RECOMMENDATIONS

The Parties must sign all pages of the contract, including Annexes, so they are also valid. It is better to use ball point or pen (not pencil) in a color other than black (e.g.: blue); this makes it easier to distinguish an original document from a photocopy.

It is preferable (although no mandatory) to express sums of money and percentages in words and figures. Of course, the words and figures for a given amount must match exactly. You also must insert the currency in which the amounts are expressed. It is advisable to use the rules establish by ISO that name each currency by three capital letters (EUR for euro, USD for dollar, GBP for sterling pound, JPY for Japanese yen, etc. - you can get the acronyms of every currency on the website www.oanda.com).

Once you have chosen the best alternatives of each clause and have completed the blank spaces you should revise the whole contract to remove remaining paragraphs and correct any errors.

LEGAL WARNING

Depending upon your particular situation this contract might not meet your needs and requirements. In case of doubt, you should consult a legal advisor.

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BUSINESS CONTRACTS & AGREEMENTS TEMPLATES

BUSINESS CONTRACTS

- Strategic Alliance Agreement
- Joint Venture Agreement
- Manufacturing Contract
- Supply Contract
- Service Provider Contract
- Consulting Services Contract

COMMERCIAL CONTRACTS

- Exclusive Distribution Contract
- Commercial Agency Contract
- Sales Representative Agreement
- Sales Commission Contract
- Real State Agent Agreement

LICENSE & FRANCHISE CONTRACTS

- Trademark License Agreement
- Technology Transfer Agreement
- Software License Agreement
- Franchise Contract
- Master Franchise Contract

CONFIDENTIALITY CONTRACTS

- Confidentiality Contract between Companies
- Confidentiality Contract for Product or Business Idea
- Confidentiality Contract for Employees
- Confidentiality Contract for Consultants and Contractors

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