

INFLUENCER TERMS AGREEMENT

Date: _____

1. **Campaign:** As an Independent Contractor, I will provide the following services on behalf of the brand/agency _____ ("Client"). This Campaign will last _____ days, beginning _____, 2017 and ending _____, 2017.
2. **Services:** I agree to follow any instructions that Client provides, including:
 - a) W9 tax form completed and returned to Client within 72 hours
 - b) Content:
 - i. _____ total social posts within timeframe set by Client. Posts must remain active for minimum of _____ hours. Specific requirements are as follows:
 - _____ Twitter posts
 - _____ Facebook posts
 - _____ Instagram posts
 - ii. _____ post(s) to my blog page on _____, 2017. By which I will forward to Client for approval by _____, 2017. Blog post should be _____ words minimum, and should reference content, URLs or #hashtags as provided by Client in a Content Guidelines document.
 - c) Requirements: (please initial each)
 - i. Posts must include the Client provided hashtag(s) and/or link(s) _____
 - ii. Posts must not include vulgar language or reference to religion or politics _____
 - iii. Client Requirement 3 _____
 - iv. Client Requirement 4 _____
 - d) Restrictions: I will not provide similar services to Client's competitors for 30 days from Campaign End Date.
 - e) Contact: I will remain in contact with Client, respond to emails in a timely manner, and address any concerns within 48 hours.
 - f) Compliance: I will comply with all applicable law, including the addition of #sponsored or #ad on my social media posts and an FTC approved disclosure statement on blog posts.

3. **Fees, Taxes, Termination:** Client will pay me \$_____USD, via _____ method when all campaign requirements have been met and all sponsored links have been forwarded to Client. I will return a completed and signed W-9 form. I am responsible for all applicable taxes. If I do not meet the obligations outlined above, Client can withhold remaining payments. Client reserves the right to cancel this Agreement, and that if this occurs, my obligations cease immediately.
4. **Acknowledgments:** I agree that: (i) Client may monitor my social media accounts for compliance and reporting purposes; (ii) Client may use my name, likeness, and social profile links and/or handles in campaign-related correspondence and post-campaign case studies; (iii) all information related to the services I provide or any information, materials or content are confidential information and I agree to protect and not disclose it to any third party; (iv) Client, owns and retains all rights to any information, materials or intellectual property owned by them; (v) I will personally perform all services required; (vi) all my content will be my original work and I will not infringe any third party's rights when providing these services; (vii) I grant Client a perpetual, transferrable and royalty-free right and license to use any content I create in providing the services for any reasonable purpose; (viii) no employment or similar relationship exists between me and Client; (ix) I agree to, defend, indemnify and hold harmless Client, and their respective directors, officers, attorneys, agents, employees, service providers and assigns (collectively, "Protected Parties") from and against all claims, liabilities, suits, losses, damages and expenses, including costs and reasonable attorney's fees, relating to or resulting from (a) my breach of or failure to perform under this Agreement, (b) any violation of applicable law or on any matter related to taxes or fees, or (c) any claims that my work violates any rights of any third party; and (x) in no event shall Client nor any Protected Party be liable for any indirect, punitive, consequential or other similar damages hereunder and Client and any Protected Party's total cumulative liability under this Agreement shall not exceed the fees paid to me hereunder.

I hereby agree to the terms of this Agreement with the intent to be legally bound.

SIGNED: _____

NAME: _____

DATE: _____