**INFLUENCER MARKETING AGREEMENT**

This Influencer Marketing Agreement (the “**Agreement**”) is entered into as of [INSERT DATE] (the “**Effective Date**”), by and between [BRAND/COMPANY NAME], a [STATE/COUNTRY] [corporation/LLC/other entity type] with its principal place of business at [ADDRESS] (the “**Company**”), and [INFLUENCER NAME/ENTITY], with a principal place of business/residence at [ADDRESS] (the “**Influencer”**). The Company and the Influencer may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

The Company is engaged in the business of [DESCRIBE BUSINESS OR INDUSTRY] and seeks to promote its products, services, and brand through various marketing channels, including digital and social media.

The Influencer is an individual or entity with a significant online presence and engaged audience, and possesses the expertise to create and share compelling content across one or more social media platforms.

The Parties desire to enter into this Agreement whereby the Influencer will create, publish, and promote Content on their social media channels in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows.

1. **PURPOSE AND SCOPE**
	1. The purpose of this Agreement is to set forth the terms and conditions under which the Influencer shall participate in the Campaign to create and publish Content that promotes the Company’s products and/or services. For the purposes of this Agreement: (i) “**Campaign**” means the specific marketing initiative, as detailed in Schedule 1, that the Influencer will support by creating and distributing the Content in connection with the Company’s products and/or services; and (ii) “**Content**” means any and all creative materials (including but not limited to text, images, videos, audio, and graphics) developed by the Influencer and published on social media platforms, websites, or other digital channels as part of the Campaign, as detailed in Schedule 2.
	2. All Content must be submitted to the Company for review and approval at least [NUMBER] days prior to scheduled publication. The Company reserves the right to request reasonable revisions.
	3. The Influencer agrees to publish the approved Content on the designated social media platforms and any other channels, as described in Schedule 1.
2. **PERFORMANCE METRICS**
	1. The Influencer shall aim for a minimum engagement rate of [SPECIFY PERCENTAGE, e.g., 3%] on all posts associated with the Campaign. Engagement rate is calculated as the sum of likes, comments, shares, and other interactions divided by the total number of followers at the time of posting.
	2. The Influencer agrees to achieve a minimum reach of [SPECIFY NUMBER] unique viewers per post, or a cumulative reach of [SPECIFY NUMBER] across the Campaign. Impressions data will be provided through the Influencer’s analytics tools and verified by the Company when requested.
	3. For posts incorporating a call-to-action, such as links to the Company’s website or landing page, the Influencer will target a CTR of at least [SPECIFY PERCENTAGE, e.g., 2%]. CTR is measured as the ratio of clicks to impressions, based on data from tracking links provided by the Company.
	4. The Influencer may be expected to drive specific actions (e.g., sales, sign-ups, downloads) using unique tracking codes or referral links. Specific conversion targets will be detailed between the Parties.
	5. The Influencer shall submit performance reports on a [WEEKLY/BI-WEEKLY/MONTHLY] basis. These reports must include detailed metrics for each published post, such as:
		1. number of likes, comments, shares, and other engagement interactions;
		2. reach and impressions per post;
		3. click-through data and referral link activity; and
		4. conversion data (if applicable).
	6. Within [NUMBER] days following the end of the Campaign, the Influencer shall provide a comprehensive post-campaign report summarizing overall performance against all agreed KPIs, including supporting documentation (e.g., screenshots, analytics dashboard exports).
	7. The Influencer agrees to provide access to analytics platforms or third-party verification tools to authenticate the reported data, if requested by the Company.
	8. The Parties agree to conduct a review of the performance metrics within the first [NUMBER] days of the Campaign to ensure the targets remain realistic and reflective of current market conditions. Adjustments may be made in writing if necessary.
	9. If the Influencer consistently fails to meet the established KPIs without valid justification, the Parties shall meet in good faith to discuss potential remedies, which may include adjustments to the compensation structure or additional promotional support, as mutually agreed upon.
	10. The Company may specify certain analytics tools or platforms for measuring and reporting performance metrics. The Influencer shall utilize these specified tools where applicable to ensure consistency and transparency in data reporting.
	11. In instances where independent verification of performance data is required, the Influencer agrees to cooperate with third-party verification services designated by the Company to validate the metrics reported.
3. **INFLUENCER OBLIGATIONS**
	1. The Influencer shall:
		1. create original, high-quality Content as specified in Schedule 2. This includes adhering to style guidelines, messaging requirements, and any creative direction provided by the Company. The Influencer agrees to submit drafts for review and approval at least [NUMBER] days prior to the scheduled publication date;
		2. publish the approved Content on the designated social media platforms and any additional channels agreed upon, strictly following the deadlines set forth in Schedule 3. Any delays or changes in the publication schedule must be communicated in writing to the Company immediately;
		3. comply with all applicable laws, regulations, and industry standards, including relevant advertising disclosure guidelines (such as those issued by the FTC or other regulatory bodies). All sponsored Content must include clear disclosures of the material connection between the Influencer and the Company;
		4. provide accurate, timely performance reports as detailed in Schedule 4. This includes metrics such as engagement rates, reach, click-through data, and any conversion statistics where applicable, and shall grant the Company access to third-party verification tools if requested;
		5. represent the Company’s brand in a positive and professional manner at all times. The Influencer shall not publish Content that could be deemed defamatory, offensive, or that might harm the reputation of the Company; and
		6. use only the Content approved by the Company for the Campaign. Any revisions or alterations to provided brand materials require prior written consent from the Company. The Influencer acknowledges that while they retain underlying rights in their original Content, any use of the Content outside the scope of this Agreement is prohibited.
4. **COMPANY OBLIGATIONS**
	1. The Company shall:
		1. supply the Influencer with detailed brand guidelines, creative briefs, and any necessary assets (logos, images, product information) required to produce the Content. These materials will be provided in a timely manner to ensure that the Influencer can meet the deadlines established in Schedule 3;
		2. commit to reviewing submitted drafts of the Content promptly (within [NUMBER] days of submission) and providing clear, actionable feedback. The Company will work in good faith to facilitate the timely approval of Content to meet publication schedules;
		3. make all payments in accordance with the payment terms set forth in this Agreement. This includes the deposit, interim payments, final payment, and any performance-based incentives as agreed between the Parties. Any reimbursable expenses will be approved in advance and reimbursed upon receipt of proper documentation;
		4. designate a primary point of contact to coordinate with the Influencer, answer queries, and provide any necessary support during the Campaign. The Company will make reasonable efforts to resolve any issues that may arise during the planning and execution of the Campaign; and
		5. provide the Influencer with access to any necessary tools or platforms required for tracking performance metrics, and will assist in verifying data where needed. The Company also reserves the right to review performance data and discuss adjustments to the Campaign strategy if agreed upon by both Parties.
5. **FEES AND PAYMENT TERMS**
	1. The Influencer shall receive a base fee of $[INSERT AMOUNT] for the creation and publication of the Deliverables as specified in Schedule 1. For the purposes of this Agreement, “**Deliverables**” means any and all materials, content, and work products that the Influencer is required to produce, provide, or deliver under the terms of this Agreement. Deliverables may include, but are not limited to, social media posts, images, videos, blogs, written content, graphics, promotional materials, or any other digital or physical items specified in the Agreement or attached schedules.
	2. A non-refundable deposit of $[INSERT AMOUNT] is due upon execution of this Agreement. This deposit secures the Influencer's commitment and will be credited toward the total base fee.
	3. The Company agrees to reimburse the Influencer for any pre-approved, reasonable out-of-pocket expenses incurred in connection with the Campaign. These may include travel, production costs, or other direct expenses. All expense claims must be supported by proper documentation and receipts.
	4. All payments shall be made in U.S. Dollars (USD) via [specify method, e.g., bank transfer, check, PayPal].
	5. If any payment is not received by the specified due date, interest will accrue on the overdue amount at a rate of [PERCENTAGE]% per month (or the maximum rate permitted by law) until full payment is received.
	6. Any disputes regarding invoiced amounts must be raised in writing by the Influencer within [NUMBER] days of the invoice date.
	7. The Parties agree to resolve any invoice discrepancies in good faith and in writing.
6. **INTELLECTUAL PROPERTY RIGHTS**
	1. All Intellectual Property Rights in any materials provided by the Company—including but not limited to logos, brand guidelines, product images, and marketing collateral—shall remain the exclusive property of the Company. The Influencer acknowledges that these materials are proprietary and shall be used only in accordance with the terms of this Agreement. For the purposes of this Agreement, “**Intellectual Property Rights**” means all legal rights associated with intangible creations of the mind. This includes, but is not limited to, copyrights, trademarks, service marks, patents, trade secrets, design rights, and any other proprietary rights recognized under applicable law, whether registered or unregistered. Intellectual Property Rights cover all original materials, content, and creative works produced or provided by either Party under this Agreement, as well as any modifications, adaptations, or derivative works thereof. These rights determine ownership, control, and the extent to which such materials may be used, reproduced, distributed, or modified by the Parties.
	2. The Influencer retains the underlying ownership of the original Content created during the Campaign. Notwithstanding the foregoing, the Influencer hereby grants the Company certain rights to use the Content as set forth in Section 6.3 below.
	3. Subject to the terms of this Agreement, the Influencer grants the Company a non-exclusive, worldwide, perpetual, irrevocable, royalty-free license to use, reproduce, modify, adapt, distribute, display, and publicly perform the Content, in whole or in part, for any purpose related to the promotion and marketing of the Company’s products or services.
	4. This license includes the right to create derivative works based on the Content, to incorporate the Content into other works, and to sublicense these rights to third parties, provided that such use is consistent with the Campaign objectives. The Influencer agrees that the Company may alter the Content as necessary to fit various media formats and promotional channels without additional compensation.
	5. If the Influencer incorporates any third party materials into the Content, the Influencer warrants that they have obtained all necessary rights, permissions, and licenses to use such materials. The Influencer shall be solely responsible for any claims arising from the unauthorized use of third-party materials, and shall indemnify the Company accordingly.
	6. The Influencer shall not use the Company’s proprietary materials or the Content created under this Agreement for any purpose other than as specified herein without the prior written consent of the Company.
	7. The Influencer represents and warrants that the Content is original, does not infringe upon the Intellectual Property Rights of any third party, and that the Influencer has full power and authority to grant the license described herein.
	8. The Influencer further warrants that all Content provided under this Agreement shall comply with applicable laws and regulations and shall not contain any defamatory, offensive, or otherwise unlawful material.
	9. The Influencer agrees to indemnify, defend, and hold harmless the Company, its affiliates, and their respective officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, costs, or expenses (including reasonable attorneys’ fees) arising out of or related to any breach of the warranties set forth in Section 6.8 or any claim that the Content infringes upon the intellectual property rights of any third party.
	10. The rights granted to the Company under this Section shall survive the termination or expiration of this Agreement. Upon termination, the Influencer shall cease any further creation or delivery of Content under this Agreement, but the Company’s rights to use the Content published during the term shall remain in full force and effect.
7. **CONFIDENTIALITY**
	1. From time to time during the duration of this Agreement, either Party (as the "**Discloser**") may disclose or make available to the other Party (as the "**Recipient**"), non-public, proprietary, and confidential information of Discloser [whether or not marked or labeled as "confidential"/that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within [NUMBER] days thereafter, is summarized in writing and confirmed as confidential] ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of the Recipient's breach of this Section 7; (ii) is or becomes available to the Recipient on a non-confidential basis from a third-party source, provided that such third-party is not and was not prohibited from disclosing such Confidential Information after due inquiry; (iii) was in the Recipient's possession prior to the Discloser's disclosure hereunder; or (iv) was or is independently developed by the Recipient without using any Confidential Information.
	2. The Recipient shall: (i) protect and safeguard the confidentiality of the Discloser's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to members of the Recipient's Group who need to know the Confidential Information to assist the Recipient, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. For purposes of this Section 7, "**Recipient's Group**" means the Recipient's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.
	3. If the Recipient is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the Discloser of such requirements to afford the Discloser the opportunity to seek, at the Discloser's sole cost and expense, a protective order or other remedy.
	4. The Recipient shall be responsible for any breach of the foregoing obligations by any member of the Recipient’s Group.
8. **LIMITATION OF LIABILITY**
	1. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT.
	2. SUBJECT TO SECTION 8.1 AND SAVE FOR THE INDEMNITIES PROVIDED UNDER THIS AGREEMENT, EACH PARTY’S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY THE COMPANY TO THE INFLUENCER UNDER THIS AGREEMENT.
9. **TERM**

This Agreement shall commence on the Effective Date and continue for the duration of the Campaign as specified in Schedule 1, unless terminated earlier in accordance with the provisions of this Section.

1. **TERMINATION**
	1. Either Party may immediately terminate this Agreement upon written notice if this other Party:
		1. materially breaches this Agreement, and such breach is incapable of cure, or, if the breach is capable of cure, fails to cure such breach within [NUMBER] days after receiving written notice of the breach;
		2. becomes insolvent or is generally unable to pay its debts as they become due;
		3. files, or has filed against it, a petition for voluntary or involuntary bankruptcy, or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
		4. makes or seeks to make a general assignment for the benefit of its creditors;
		5. applies for, or has appointed, a receiver, trustee, custodian, or similar agent by order of a court of competent jurisdiction to take charge of or sell any material portion of its property or business; or
		6. is dissolved or liquidated.
	2. Either Party may terminate this Agreement for convenience upon [NUMBER] days’ written notice to the other Party.
	3. The expiration or termination of this Agreement shall not affect any rights or obligations that: (i) are intended to survive such expiration or termination; and (ii) were incurred by the Parties prior to such expiration or termination.
	4. Upon the expiration or termination of this Agreement for any reason, each Party shall promptly:
		1. [return to the other Party/destroy] all documents and tangible materials (including any copies) containing, reflecting, incorporating, or based on the other Party’s Confidential Information;
		2. permanently erase all of the other Party’s Confidential Information from its computer systems, [except for copies that are: (i) required to be retained under applicable laws; or (ii) maintained as archive copies on its disaster recovery or information technology backup systems, which shall be destroyed upon the normal expiration of such backup files, or as otherwise required by law]; and
		3. certify in writing to the other Party that it has complied with these requirements.
2. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii, without regard to its conflict of laws principles. Any legal action or proceeding arising out of this Agreement shall be brought exclusively in the state or federal courts located in Hawaii, and the Parties consent to the jurisdiction of such courts.

1. **ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, or communications.

1. **AMENDMENTS**

Any amendments or modifications to this Agreement must be made in writing and signed by both Parties.

1. **SEVERABILITY**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

1. **NOTICES**

All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement shall be in writing and delivered by: (i) personal delivery; (ii) courier service with tracking; (iii) certified or registered mail, postage prepaid, return receipt requested; or (iv) email (provided that receipt is confirmed by a read receipt or other acknowledgment). Notices shall be deemed given: (a) when received, if delivered personally; (b) on the date indicated on the delivery confirmation, if sent by courier; (c) five (5) business days after mailing, if sent by certified or registered mail; or (d) on the date of transmission if sent by email and receipt is confirmed. Each Party agrees to provide its current contact information, including physical mailing address and email address, as specified in this Agreement, and to promptly notify the other Party in writing of any changes to such contact information.

1. **NO WAIVER**

Failure by either Party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

1. **ASSIGNMENT**

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except in the event of a merger or sale of substantially all of its assets.

[SIGNATURE PAGE FOLLOWS]

By signing below, the Parties acknowledge that they have read, understood, and agree to be bound by the terms and conditions of this Agreement.

[COMPANY NAME]
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[INFLUENCER NAME]
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE 1**

**CAMPAIGN DETAILS**

[INCLUDE CAMPAIGN DETAILS]

**SCHEDULE 2**

**CONTENT**

[INCLUDE AGREED UPON CONTENT TO BE CREATED BY INFLUENCER]

**SCHEDULE 3**

**DEADLINES**

[INCLUDE AGREED UPON DEADLINES]

**SCHEDULE 4**

**PERFORMANCE METRICS**

[INCLUDE AGREED UPON PERFORMANCE METRICS FOR INFLUENCER]