

# BRAND AMBASSADOR AGREEMENT

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This Brand Ambassador Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[BRAND LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [BRAND ADDRESS] (the "**Brand**"); and

[AMBASSADOR LEGAL NAME], an individual or [STATE] [ENTITY TYPE] with a mailing address at [AMBASSADOR ADDRESS] (the "**Ambassador**").

Brand and Ambassador are each a "**Party**" and together the "**Parties**."

**Recitals.** Brand wishes to engage Ambassador to serve as an ongoing public representative of the Brand, promoting its products, services, and reputation over a sustained period, and Ambassador wishes to provide those services on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Appointment and Role

**1.1 Appointment.** Brand appoints Ambassador, and Ambassador accepts the appointment, to act as a [non-exclusive / exclusive] brand ambassador for the Brand during the Term.

**1.2 Ongoing relationship.** Unlike a one-off campaign, this is a continuing relationship. Ambassador will represent the Brand consistently and favorably across the activities described in **Exhibit A**.

**1.3 Activities.** Ambassador's activities may include, as set out in Exhibit A: creating and publishing social content, attending [NUMBER] events per [period], wearing or using Brand products, providing testimonials, generating referrals, and acting as a point of contact for the Brand's community.

**1.4 Content cadence.** Ambassador will publish at least [NUMBER] posts per [week / month] featuring the Brand, on the platforms and handles listed in Exhibit A, following the requirements in Sections 3 and 4.

**1.5 Spokesperson scope.** Ambassador is authorized to speak about the Brand only within the approved messaging in Exhibit A and is not authorized to make binding commitments on the Brand's behalf.

## 2. Term and Renewal

**2.1 Term.** This Agreement begins on the Effective Date and continues for [NUMBER, e.g. 12] months (the "**Initial Term**"), unless terminated earlier.

**2.2 Renewal.** The Agreement renews for successive [NUMBER]-month periods unless either Party gives written notice of non-renewal at least [NUMBER] days before the end of the then-current term.

**2.3 Review.** The Parties may review deliverables, performance, and compensation at the end of each term and adjust Exhibit A by written agreement.

### 3. Standards of Conduct

**3.1 Favorable representation.** Ambassador will represent the Brand professionally and positively and will use commercially reasonable efforts to promote the Brand's reputation.

**3.2 Authentic use.** Where Ambassador endorses or recommends a product, Ambassador will have genuinely used it and will give an honest opinion.

**3.3 Morals provision.** Ambassador will not engage in conduct that Ambassador reasonably should know would materially damage the Brand's reputation. Brand will not require Ambassador to act in a way that is unlawful or that misleads the public.

**3.4 Compliance.** Ambassador will comply with applicable advertising, endorsement, and consumer-protection laws and with each platform's policies.

### 4. Disclosure of Material Connection

**4.1 Disclosure required.** Ambassador will clearly and conspicuously disclose the material connection with the Brand in every sponsored or compensated post, in compliance with applicable advertising-disclosure law and platform tools.

**4.2 Form of disclosure.** Disclosures such as **#ad**, **#brandpartner**, or a platform "paid partnership" tag must be placed where the audience will readily see them. The Parties acknowledge requirements vary by jurisdiction and platform and will follow current applicable guidance.

**4.3 No deceptive practices.** Ambassador will not buy fake followers or engagement, will not misrepresent the Brand, and will only make claims the Brand has approved and can substantiate.

### 5. Compensation and Benefits

**5.1 Compensation.** Brand will pay Ambassador **[a monthly retainer of [AMOUNT] / per-deliverable fees / commission]** as set out in Exhibit A, as full consideration for the services and licenses granted.

**5.2 Product and perks.** Brand may provide Brand products, discount codes, or other perks described in Exhibit A. Unless stated otherwise, products provided for promotional use remain Brand's property until Exhibit A says they may be kept.

**5.3 Affiliate and referral earnings.** If Exhibit A includes affiliate commissions or referral bonuses, Brand will track and pay them as described there, on a **[monthly]** basis.

**5.4 Payment timing.** Brand will pay recurring compensation **[monthly]** in arrears and will pay other amounts within **[NUMBER]** days of the applicable deliverable or verified metric.

**5.5 Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law.

### 6. Exclusivity and Non-Disparagement

**6.1 Category exclusivity.** During the Term, Ambassador will not serve as an ambassador for, or promote, a directly competing brand in the category described as **[COMPETING CATEGORY]**, unless Exhibit A states no exclusivity applies.

**6.2 Non-disparagement.** During the Term and for **[NUMBER]** days after, neither Party will make public statements that disparage the other. This does not prevent truthful statements required by law or good-faith reviews permitted by Exhibit A.

## 7. Intellectual Property and Usage Rights

7.1 **License to Brand.** Ambassador grants Brand a worldwide, [non-exclusive / exclusive] license during the Term and for [NUMBER] months after to use the content Ambassador creates under this Agreement, and Ambassador's name, handle, and likeness as they appear in that content, for the Brand's marketing.

7.2 **Brand IP.** Brand grants Ambassador a limited license to use the Brand's name, trademarks, and approved assets solely to perform during the Term, with all goodwill inuring to the Brand.

7.3 **Ownership.** Ambassador retains ownership of original content except as licensed above; the Brand retains ownership of its trademarks and materials.

7.4 **Third-party clearances.** Ambassador will use only properly licensed third-party music, images, or footage in the content.

## 8. Representations and Warranties

8.1 **By Ambassador.** Ambassador represents that Ambassador controls the listed accounts, that audience metrics are not artificially inflated, that content will be original, and that Ambassador will comply with this Agreement and applicable law.

8.2 **By Brand.** Brand represents that it has authority to enter this Agreement and that the product claims it approves are accurate and substantiated.

## 9. Termination

9.1 **For convenience.** Either Party may terminate on [NUMBER] days' written notice. Brand will pay for services properly performed through the termination date.

9.2 **For cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within [NUMBER] days, or immediately if Ambassador violates Section 3 or 4 in a manner causing reputational harm.

9.3 **Effect.** On termination, Ambassador will stop representing the Brand, cease using Brand assets, and, at Brand's reasonable request and subject to platform constraints, archive or remove designated content. Licenses for content already published continue per Section 7.1 unless the Parties agree otherwise.

## 10. General Provisions

10.1 **Independent contractor.** Ambassador is an independent contractor, not an employee, partner, or agent of the Brand, and is responsible for Ambassador's own taxes.

10.2 **Indemnification.** Each Party will indemnify the other against third-party claims arising from its own breach, content, or product claims, subject to the liability limits below.

10.3 **Limitation of liability.** Except for indemnification and confidentiality breaches, each Party's total liability will not exceed the total fees paid or payable to Ambassador, and neither Party is liable for indirect or consequential damages.

10.4 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to conflict-of-laws rules, and the Parties submit to the courts located in [COUNTY, STATE].

10.5 **Notices and assignment.** Notices must be in writing and are effective on receipt; Ambassador may not assign this Agreement without Brand's prior written consent.

10.6 **Entire agreement; amendment; counterparts.** This Agreement, with Exhibit A, is the entire agreement on its subject, may be amended only in a signed writing, and may be signed in counterparts and by electronic signature, each an original.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**BRAND**

**AMBASSADOR**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE OR N/A]**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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