

INFLUENCER AGREEMENT

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This Influencer 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

[INFLUENCER LEGAL NAME], an individual or [STATE] [ENTITY TYPE] with a mailing address at [INFLUENCER ADDRESS], publicly known as [HANDLE / SCREEN NAME] (the "**Influencer**").

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

Recitals. Brand wishes to engage Influencer to create and publish sponsored content promoting Brand's products or services to Influencer's audience, and Influencer wishes to provide those services on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Engagement and Deliverables

1.1 Engagement. Brand engages Influencer to create and publish the sponsored content described in **Exhibit A** (the "**Content**") promoting the products, services, or campaign described as [CAMPAIGN / PRODUCT] (the "**Campaign**").

1.2 Deliverables. Influencer will produce the deliverables in Exhibit A, which may include, for example: [NUMBER] feed posts, [NUMBER] stories, [NUMBER] short-form videos, and [NUMBER] other posts, on the platforms [PLATFORMS, e.g. Instagram, TikTok, YouTube] using the account(s) [HANDLES].

1.3 Posting window. Influencer will publish each deliverable during the window stated in Exhibit A and keep each post live for at least [NUMBER, e.g. 12] months unless the Parties agree otherwise.

1.4 Required elements. Each post will include the hashtags, tags, mentions, links, and creative direction in Exhibit A, and will comply with the disclosure requirements in Section 4.

1.5 Approval. Influencer will submit each deliverable for Brand's review at least [NUMBER] business days before posting. Brand will approve or request reasonable revisions within [NUMBER] business days; if Brand does not respond, the deliverable is deemed approved.

2. Creative Standards and Conduct

2.1 Authenticity. Content will reflect Influencer's genuine voice and, where the post states or implies an opinion, Influencer's honest opinion about the products or services.

2.2 Brand guidelines. Influencer will follow Brand's reasonable creative and brand guidelines provided in advance, including approved claims and prohibited claims.

2.3 Prohibited content. Content will not contain unlawful, defamatory, hateful, sexually explicit, or discriminatory material, will not disparage competitors unfairly, and will not make unauthorized health, safety, or performance claims.

2.4 Conduct. During the Term, Influencer will not engage in conduct that Influencer reasonably should know would bring Brand into public disrepute. The Parties may negotiate a separate, mutual morals provision in Exhibit A.

2.5 Platform rules. Influencer will comply with the terms of service and advertising policies of each platform used.

3. Exclusivity

3.1 Category exclusivity. During the Term and for [NUMBER] days after the last post, Influencer will not promote a directly competing product in the category described as [COMPETING CATEGORY], unless Exhibit A states no exclusivity applies.

3.2 Scope. Exclusivity is limited to the category and platforms in Exhibit A and does not restrict unrelated content or sponsorships outside the category.

4. Advertising Disclosure and Compliance

4.1 Disclosure required. Influencer will clearly and conspicuously disclose the material connection between Influencer and Brand on every piece of sponsored Content, using language and placement that comply with applicable advertising and consumer-protection laws and platform tools.

4.2 Examples. Acceptable disclosures may include #ad, #sponsored, or a platform "paid partnership" label placed where audiences will readily notice it. The Parties acknowledge disclosure rules vary by jurisdiction and platform and will defer to current applicable guidance.

4.3 Truthful claims. Influencer will not make false, misleading, or unsubstantiated claims, and will only state claims Brand has approved and can substantiate.

4.4 Responsibility. Influencer is responsible for including proper disclosures; Brand is responsible for the accuracy of any claims and substantiation Brand supplies.

5. Compensation

5.1 Fee. Brand will pay Influencer [AMOUNT] for the deliverables, and/or provide the products described in Exhibit A, as full compensation for the Services and the licenses granted.

5.2 Payment schedule. Brand will pay [AMOUNT OR PERCENTAGE] on signing and the balance within [NUMBER] days after the final deliverable is published and verified.

5.3 Performance bonus. If Exhibit A includes performance incentives (such as affiliate commissions or bonuses tied to verified metrics), Brand will pay them as described there.

5.4 Expenses and products. Any gifted products are provided for review and, unless Exhibit A states they may be kept, must be returned or paid for if not used as agreed. Pre-approved expenses are reimbursable with documentation.

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. Intellectual Property and Usage Rights

6.1 Ownership of Content. Influencer retains ownership of the original Content Influencer creates, except as licensed below.

6.2 License to Brand. Influencer grants Brand a [non-exclusive / exclusive], worldwide license to use, reproduce, display, and distribute the Content and Influencer's name, handle, and likeness as they appear in the Content for [CAMPAIGN / MARKETING] purposes for a term of [NUMBER] months. Paid media or whitelisting use requires the additional terms in Exhibit A.

6.3 Brand IP. Brand grants Influencer a limited license to use Brand's trademarks and approved assets solely to create and publish the Content during the Term. All goodwill from such use inures to Brand.

6.4 Third-party content. Influencer will clear or license any third-party music, footage, or material used in the Content, or will use only properly licensed assets.

7. Representations and Warranties

7.1 By Influencer. Influencer represents that Influencer controls the account(s), that the audience metrics in Exhibit A are not artificially inflated, that the Content will be original, and that Influencer will comply with this Agreement and applicable law.

7.2 By Brand. Brand represents that it has the right to enter this Agreement and that approved claims about its products are accurate and substantiated.

8. Term and Termination

8.1 Term. This Agreement begins on the Effective Date and continues until the deliverables and license term are complete, unless terminated earlier.

8.2 Termination for cause. Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within [NUMBER] days after written notice describing the breach.

8.3 Termination for conduct. Brand may terminate immediately if Influencer engages in conduct giving rise to a reasonable, good-faith concern of reputational harm, or violates the disclosure or compliance terms.

8.4 Effect. On termination, Brand will pay for deliverables completed and accepted, and Influencer will, at Brand's request, remove or stop promoting Content as reasonably directed, subject to platform constraints.

9. Indemnification and Liability

9.1 By Influencer. Influencer will indemnify Brand against third-party claims arising from Influencer's breach, failure to disclose, or use of unlicensed third-party material.

9.2 By Brand. Brand will indemnify Influencer against third-party claims arising from Brand's products or from claims Brand directed Influencer to make.

9.3 Liability cap. Except for indemnification and confidentiality breaches, each Party's total liability under this Agreement will not exceed the total fees paid or payable to Influencer, and neither Party is liable for indirect or consequential damages.

10. General Provisions

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

10.2 **Confidentiality.** Each Party will keep the other's non-public business information confidential and use it only to perform this Agreement.

10.3 **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].

10.4 **Assignment.** Influencer may not assign this Agreement or subcontract the deliverables without Brand's prior written consent.

10.5 **Notices.** Notices must be in writing, sent to the addresses above, and are effective on receipt.

10.6 **Entire agreement; amendment.** This Agreement, with Exhibit A, is the entire agreement on its subject and may be amended only in a writing signed by both Parties.

10.7 **Severability, waiver, counterparts.** If a provision is unenforceable, the rest remains in effect; failure to enforce is not a waiver; and this Agreement 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	INFLUENCER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE OR N/A]
Date: _____	Date: _____

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