

INFLUENCER AGREEMENT

Location: _____ Date: _____

Parties:

Company Name: _____
Company Address: _____
Contact Person: _____

Influencer Information:

Full Name: _____
Address: _____
Email and Phone: _____

Engagement Details:

Campaign Name/Description: _____
Deliverables (posts, stories, videos, etc.): _____
Number of Deliverables: _____
Campaign Duration (start to end): _____

Compensation and Payment Terms:

Total Compensation (CAD): _____ CAD
Payment Schedule: _____

1. Appointment and Services

The Company hereby engages the Influencer, and the Influencer agrees to provide influencer marketing and promotional services (the “Services”) as detailed in this Agreement. The Influencer shall create and publish content in accordance with the Deliverables and Campaign Timeline specified herein.

2. Content Requirements

All content created and published by the Influencer shall be original and comply with all applicable Canadian laws and regulations, including but not limited to the Competition Act and the Canadian Code of Advertising Standards. The Influencer agrees to clearly disclose any sponsored content or material connection with the Company in accordance with the guidelines of the Competition Bureau of Canada.

3. Compensation

The Company agrees to pay the Influencer the Total Compensation as specified above, payable in accordance with the Payment Schedule. All payments will be in Canadian dollars and subject to applicable taxes. No additional compensation shall be payable unless agreed in writing by both parties.

4. Term and Termination

This Agreement shall commence on the date of execution and shall continue until completion of the Services or until terminated by either party upon written notice. Upon termination, the Influencer shall cease all representation of the Company and promptly remove any content if requested.

5. Intellectual Property

The Influencer grants the Company a non-exclusive, worldwide, royalty-free license to use, reproduce, and display the content created pursuant to this Agreement solely for promotional purposes related to the Campaign. The Influencer retains all other rights to the content.

6. Confidentiality

The Influencer agrees to maintain the confidentiality of any confidential or proprietary information disclosed by the Company. This obligation shall survive termination of this Agreement.

7. Representations and Warranties

The Influencer represents and warrants that the Services will be performed in a professional manner, the content will not infringe on any third-party rights, and the Influencer is not subject to any obligations that conflict with this Agreement.

8. Indemnification

The Influencer agrees to indemnify and hold harmless the Company, its affiliates, and their respective directors, officers, and employees from any claims, damages, liabilities, or expenses arising out of the Influencer's breach of this Agreement or violation of applicable laws.

9. Independent Contractor

The Influencer is an independent contractor and nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, joint venture, or agency relationship.

10. Compliance with Laws

Both parties agree to comply with all applicable laws, regulations, and guidelines governing the performance of their obligations under this Agreement in Canada.

11. Limitation of Liability

To the maximum extent permitted by law, neither party shall be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to this Agreement.

12. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties consent to the exclusive jurisdiction of the courts located in Ontario for the resolution of any disputes.

13. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings, whether written or oral.

14. Amendments

No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed by both parties.

15. Notices

All notices under this Agreement shall be in writing and delivered by hand, courier, certified mail, or electronic means to the addresses specified herein or such other addresses as may be designated in writing.

16. Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond their reasonable control,

including but not limited to acts of God, governmental acts, strikes, or failures of suppliers.

17. Severability

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

18. Waiver

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions.

19. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be executed by electronic signature, which shall be deemed to have the same force and effect as an original signature.

20. Headings

Headings are for convenience only and shall not affect the interpretation of this Agreement.

COMPANY AUTHORIZED SIGNATURE

INFLUENCER SIGNATURE

Signature: _____

Signature: _____

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