

## Brand Ambassador Contract

This Brand Ambassador Contract (“Agreement”) dated on this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”) is made between \_\_\_\_\_ (the “Company”) and \_\_\_\_\_ (the “Brand Ambassador”) herein collectively referred to as the “Parties” for the purpose of setting forth the exclusive terms and conditions by which the Company desires to acquire the promotional and/or marketing services from the Brand Ambassador.

**WHEREAS**, the Brand Ambassador agrees to provide promotional and marketing services, including the design and implementation of certain promotional campaigns, including but not limited to, serve as a brand ambassador at physical events, act as an influencer, and actively participate in social media and advertising campaigns across various social applications;

**WHEREAS**, the Company is in the business of \_\_\_\_\_ and sells \_\_\_\_\_ (“Product or Service”).

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **Scope of Services and Brand Ambassador’s Responsibilities.**

The Company retains the above-named Brand Ambassador, and the Brand Ambassador agrees to perform for the Company certain marketing services set forth in **Exhibit A** to this Agreement (the “Services”). The Company’s Brand Guidelines are set forth and attached hereto as **Exhibit B**. Any Service outside of the scope as defined in Exhibit A to this Agreement may require a new Agreement for other services, including separate promotional or marketing campaigns expressly agreed to by the Parties.

The Brand Ambassador agrees to engage in the best and commercially reasonable efforts to provide the Services to Company in accordance with the terms of this Agreement. The Brand Ambassador further agrees to provide the Services in a professional and diligent manner consistent with industry standards and good business practice, using efforts comparable to those customarily used in in-person events, promotional social media and various marketing campaigns of equivalent value and for similar products or services.

The Brand Ambassador shall deliver the agreed upon number of posts and/or other relevant content as defined in Exhibit A on the agreed upon platforms. The Services provided by the Brand Ambassador shall conform with the instructions and specifications of the Company as detailed in Exhibit B and abide by the terms and conditions of the applicable platforms.

If the Company wishes to review the content before the Brand Ambassador posts the content, the Company has a maximum of \_\_\_ days to reject any deliverable provided by the Brand Ambassador in accordance with this Agreement and must notify the Brand Ambassador within \_\_\_ days of receipt of any supplementary revisions or amendments that are requested by the Company or Brand Affiliates.

**Time is of the Essence.** The Brand Ambassador hereby understands and acknowledges that time is of the essence with respect to the Brand Ambassador’s obligations defined in this Brand Ambassador’s Agreement and that prompt and timely performance of all such obligations is strictly required.

**Consideration and Compensation.** In exchange for the full, prompt, and satisfactory performance of all Services to be rendered to the Company (as determined by the Company), the Brand Ambassador shall be compensated as follows:

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Payments must be made to the Brand Ambassador by PayPal, CashApp, Venmo, check, or any other approved method of payment accepted by the Brand Ambassador.

**Content Requirements.** The Brand Ambassador agrees to create original content that is honest and factual. The approval from the Company may be required prior to the Brand Ambassador uploading or publishing the content. The approved content shall be shared by the Brand Ambassador to their agreed upon social media accounts, including but not limited to, YouTube, Facebook, Twitter, Instagram, Tiktok, Snapchat, Byte, Tumblr, Vine, Google+, Blogs and Pinterest.

The Company may request the Brand Ambassador to incorporate hashtags, links, titles, or other relevant information of the media and content being uploaded or published. The Content must be in compliance with the terms and conditions of the social media.

**Compliance with FTC Guidelines and Material Disclosures.** The Brand Ambassador agrees that when publishing content, such as posts, statuses, or anything of the like, that they must visibly disclose their “material connection” with the Company. The Brand Ambassador agrees to abide by the guidelines set forth by the Federal Trade Commission (FTC) This includes the fact that the Brand Ambassador was provided with consideration and was provided with experiences or is being paid for a certain service.

The disclosure should be clear and conspicuous made within close proximity to any statements the Brand Ambassador makes about the Company or their Products for Services. Such disclosures are required irrespective of any space or character limitations of a medium, where the disclosure can be made via Hashtags. For example, on Twitter, #sponsored. The Brand Ambassador understands and agrees that they are to make only honest and factual statements and representations about the Company or the Company’s products of which the Brand Ambassador knows with confidence that the statements are truthful and can be verified.

**Usage and License.** The Company shall cause the Brand Ambassador to grant to the Company and to any Brand Affiliates, a limited, non-exclusive, royalty free, and license and right to feature content created by the Brand Ambassador as part of the campaign, including the Brand Ambassador’s name and screenname(s), on the Company’s and Brand Affiliates controlled and owned social media platforms and within third-party digital platforms.

The Company grants the Brand Ambassador a temporary license to use the Brand Affiliates promotional materials and name as necessary to achieve the promotional purpose respecting the guidelines herein. The Brand Ambassador grants an ongoing license to use the Brand Ambassador’s name or appropriate handle in all medical including, but not limited to the Company or the Brand Affiliates website and on social media sites. Additionally, applying to all formats of media such as digital and print advertising.

**Copyright.** The Company will own the full and complete copyright to the uploaded media. However, both Parties are permitted to share the content subject to this Agreement within their own channels.

**Confidentiality.** Throughout the duration of this Agreement, it may be necessary for the Brand Ambassador to have access to the Company's confidential and protected information for the sole purpose of performing the Services subject to this Agreement.

The Brand Ambassador is not permitted to share or disclose such confidential information whatsoever, unless mandated by law, without written permission from the Company. The Brand Ambassador's obligation of confidentiality will survive the termination of this Agreement and stay in place indefinitely. Upon the termination of this Agreement, the Brand Ambassador agrees to return to the Company any and all Confidential Information that is the property of the Company

Further, the Brand Ambassador shall promptly return to the Company all copies, whether in written, electronic, or other form or media, of the Company's Confidential Information, or destroy all such copies and certify in writing to the Company that such Confidential Information has been destroyed. In addition, the Brand Ambassador shall also destroy all copies of any Notes created by the Brand Ambassador or its authorized Representatives and certify in writing to the Company that such copies have been destroyed.

**No Exclusivity.** The Parties subject to this Agreement understand and acknowledge that this Agreement is not exclusive. Each Party respectively agrees that they are free to enter into other similar Agreements with other parties, unless otherwise stipulated in writing and agreed to by the Parties.

**Equipment.** The Brand Ambassador, at their own expense, shall furnish their own equipment necessary to deliver and complete the Services as defined under this Agreement unless otherwise agreed upon by the Parties. If the Brand Ambassador does not have the equipment necessary for the Services required under this Agreement, the Company shall furnish the equipment necessary unless otherwise agreed upon by the Parties. Should the Company not furnish the agreed upon equipment, the Company understands they shall be responsible for reimbursing the Brand Ambassador for all expenses incurred.

**Independent Contractor.** Company and Brand Ambassador expressly agree and understand that the above-listed Brand Ambassador is a contractor hired by the Company and nothing in this Agreement shall be construed in any way or manner, to create between them a relationship of employer and employee, principal and agent, partners or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement.

Accordingly, the Brand Ambassador acknowledges that neither the Brand Ambassador or the Brand Ambassador's Employees are not eligible for any benefits, including, but not limited to, health insurance, retirement plans or stock option plans. The Brand Ambassador is not the agent of the Company and is not authorized and shall not have the power or authority to bind the Company or incur any liability or obligation, or act on behalf of the Company. At no time shall the Brand Ambassador represent that it is an agent of the Company, or that any of the views, advice, statements and/or information that may be provided while performing the Services are those for the Company.

The Brand Ambassador is not entitled to receive any other compensation or any benefits from the Company. Except as otherwise required by law, the Company shall not withhold any sums or payments made to the Brand Ambassador for social security or other federal, state, or local tax liabilities or

contributions, and all withholdings, liabilities, and contributions shall be solely the Brand Ambassador's responsibility. The Brand Ambassador further understands and agrees that the Services are not covered under the unemployment compensation laws and are not intended to be covered by workers' compensation laws.

The Brand Ambassador is solely responsible for directing and controlling the performance of the Services, including the time, place and manner in which the Services are performed. The Brand Ambassador shall use its best efforts, energy and skill in its own name and in such manner as it sees fit.

**Termination.** This Brand Ambassador Contract may be terminated at any time by mutual agreement between the Parties

This Brand Ambassador Contract shall be effective on the date hereof and shall continue until terminated by either party upon \_\_\_\_\_ business days written notice.

The Company understands that the Brand Ambassador may terminate this agreement at any time if the Company fails to pay for the Services provided under this Agreement or if the Company breaches any other material provision listed in this Brand Ambassador Contract. The Company agrees to pay any outstanding balances within \_\_\_\_\_ days of termination.

**Dispute Resolution and Governing Law.** Parties to this Agreement shall first attempt to settle any dispute through good-faith negotiation. If the dispute cannot be settled between the parties via negotiation, either party may initiate mediation or binding arbitration in the State of \_\_\_\_\_.

If the parties do not wish to mediate or arbitrate the dispute and litigation is necessary, this Agreement will be interpreted based on the laws of the State of \_\_\_\_\_, without regard to the conflict of law provisions of such state. The Parties agree the dispute will be resolved in a court of competent jurisdiction in the State of \_\_\_\_\_.

**Legal Fees.** Should a dispute between the named Parties arise that lead to legal action, the prevailing Party shall be entitled to any reasonable legal fees, including, but not limited to attorneys' fees.

**Warranties and Representations.** The Parties to this Agreement fully represent that they are authorized to enter into this Brand Ambassador Contract. The obligations and performance of either the Company or Brand Ambassador shall not infringe upon or violate the rights of any third party or violate any other agreement between the Company or Brand Ambassador, any other individual, business entity, or formal organization, or interfere with any law and or governmental regulation.

**Force Majeure.** Brand Ambassador and any of its employees or agents shall not be in breach of this Brand Ambassador Contract for any delay or failure in performance caused by reasons out of its reasonable control. This includes, but is not limited to, acts of God or a public enemy; natural calamities; failure of a third party to perform; changes in the laws or regulations; actions of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of the Brand Ambassador.

**No Assignment.** This Agreement shall be binding upon the undersigned and their respective heirs, representatives, successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party.

**Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**Electronic Signatures.** This Agreement and related documents entered into in connection with this Agreement are signed when a party's signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures.

**Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**Captions for Convenience.** All captions herein are for convenience or reference only and do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

**No Waiver.** No waiver of or failure to act upon any of the provisions of this Agreement or any right or remedy arising under this Agreement shall be deemed or shall constitute a waiver of any other provisions, rights or remedies (whether similar or dissimilar).

**Entire Agreement.** This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, the undersigned have executed this Brand Ambassador Contract effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “*Effective Date*”).

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Company’s Signature

\_\_\_\_\_  
Brand Ambassador’s Signature

\_\_\_\_\_  
Company’s Printed Name or Entity

\_\_\_\_\_  
Brand Ambassador’s Printed Name or Entity

**Company’s Contact Information:  
Information:**

**Brand      Ambassador’s      Contact**

Address:

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number(s):

Phone Number(s):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

**EXHIBIT A**

**Services, Campaign(s), and Promotional Content**

**The Brand Ambassador agrees to provide the following promotional and/or marketing services:**

<b>Services and Content Requirements:</b>	
<b>Campaign(s):</b>	
<b>Events (in person and online events):</b>	

**Other:**

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# EXHIBIT B

## BRAND CONTENT GUIDELINES



