



Brand Ambassador Contract Template

Updated July 6, 2019

BRAND AMBASSADOR AGREEMENT

This Brand Ambassador Agreement ("Agreement") is entered into by and between the Advertiser (Xpose-Her Marketing d/b/a MOE Branding & Marketing Agency, LLC) and the proposed Brand Ambassador who electronically signs this agreement.

The Advertiser and the Ambassador agree:

- 1. Appointment.** The Advertiser would like the Ambassador's assistance in promoting / offering / selling the Advertiser's products via their social media accounts. The Advertiser hereby appoints the Ambassador as its representative on a non-exclusive, non-employee basis to endorse and promote its services to the target audience.
- 2. Term.** This Agreement shall have a preliminary term of six months and shall automatically renew for additional one-year terms thereafter unless either party provides thirty days prior written notice of its intention of nonrenewal.
- 3. Deliverables.** The Ambassador will deliver the agreed number of posts on the agreed platforms on behalf of the Advertiser according to the delivery schedule specified by the Advertiser. The Services shall conform to the specifications and instructions of the Advertiser as outlined in detail in the attached Schedule of Services, abide by the rules of the relevant social media platforms, and are subject to the Advertiser's acceptance and approval.

4. Cancellation. Either party may terminate this agreement upon 10 days prior written notice if the other party breaches this agreement and does not cure such breach within such time period. In addition to any right or remedy that may be available to the Advertiser under this agreement or applicable law, In addition, in the event that the Ambassador has breached this agreement, the Advertiser may (i) immediately suspend, limit or and/or (ii) instruct the Ambassador to cease all promotional activities or make clarifying statements, and the Ambassador shall immediately comply. Either party may terminate this agreement at any time without cause upon 10 days prior written notice to the other party.

5. Collateral Details. The Advertiser shall provide the necessary content and briefing materials to enable the Ambassador to perform the Ambassador marketing services. If the Ambassador has obtained employees or agents (the "Ambassador Personnel"), the Ambassador shall be solely responsible for all costs associated with the Ambassador Personnel.

6. Items to Avoid in Influencer Posts: The Ambassador agrees to abide by all guidelines set in the Brand Rule Guidelines. (For example, all blog posts, social media statuses, tweets, and/or comments should be in good taste and free of inappropriate language and/or any content promoting bigotry, racism or discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age).

7. Approval and Content Origination: The Ambassador understands that all promotions and products they promote as part of this agreement are controlled by the Advertiser. The Influencer assumes all responsibility for verifying that the campaign materials used meet the Advertiser's approval.

8. Confidentiality and Exclusivity. During the course of the Ambassador's performance of services for the Advertiser, the Ambassador may receive, have access to and create documents, records and information of a confidential and proprietary nature to the Advertiser and customers of the Advertiser. The Ambassador acknowledges and agrees that such information is an asset of the Advertiser or its clients, is not generally known to the trade, is of a confidential nature and, to preserve the goodwill of the Advertiser and its clients must be kept strictly confidential and used only in the performance of the Ambassador's duties under this Agreement. The Ambassador agrees that he/she will not use, disclose, communicate, copy or permit the use or disclosure of any such information to any third party in any manner whatsoever except to the existing employees of the Advertiser or as otherwise directed by the Advertiser in the course of the Ambassador's performance of services under this Agreement, and thereafter only with the written permission of the Advertiser.

9. Non-Compete Clause: Upon termination of this Agreement or upon the request of the Advertiser, the Ambassador will return to the Advertiser all of the confidential information, and all copies or reproductions thereof, which are in Ambassador's possession or control. The Ambassador agrees that during the tenure of this contract, and for a three-month term afterward, the Ambassador will not undertake influencer marketing for a competitor in the same vertical as the Advertiser and will not

engage in advertising a magazine offering a similar platform to Advertiser without advising Advertiser in advance so Advertiser can ensure no breach of agreement.

10. Compensation. In full consideration of the Ambassador's performance, his / her obligations and the rights granted herein, the Ambassador shall be compensated per SECTION 11 of this Agreement between the Ambassador and Advertiser only and that the Advertiser has no further obligations than that set out within SECTION 11. This includes any agreed bonus incentives should the Influencer meet the agreed targets. The Ambassador will otherwise perform the services at his/her own expense and use his/her own resources and equipment.

11. Compensation Defined: The Advertiser agrees to compensate the Ambassador with the following based upon satisfactory performance of the Ambassador:

- Free Magazine Ad Placement
- Free Sample Placement in Swag Box
- Biweekly Social Media Promo
- Recognition as Brand Ambassador for Magazine
- Business Information link on website

12. Force Majeure. If either party is unable to perform any of its obligations by reason of fire or other casualty, strike, act or order of public authority, act of God, or other cause beyond the control of such party, then such party shall be excused from such performance during the pendency of such cause.

13. Independent Contractor. The Ambassador is retained as an independent contractor of the Advertiser. The Ambassador acknowledges and agrees that (i) The Advertiser is solely responsible for the manner and form by which the Ambassador performs under this Agreement.

14. Choice of Law. This Agreement shall be construed and enforced pursuant to the laws and decisions of the Court that governs the Advertiser's state and country.

ADDENDUM: SCHEDULE OF SERVICES

The Ambassador agrees to provide the following services to the Advertiser for compensation as stated in Section 11 of this agreement: Must Promote the Advertiser Website a minimum of bi-weekly on all social media pages and tag Advertiser in each post.

- Must share a story relating to your industry every quarter to be used in our blogs to empower business owners.
- Must share a weekly story from the official Facebook Xpose-Her page to their Facebook profile.
- Ambassador must announce themselves as official Ambassador when promoting Advertiser.
- Must be willing to attend events as a Brand Ambassador Representative (if and when applicable in your city. Advertiser to pay all expenses incurred with event attendance).

END OF AGREEMENT