Influencer Agreement

Canada version

This agreement is between _____ (the “Brand”) and _____ (the “Creator”) for a sponsored content campaign.

1. Deliverables

_____

2. Approval

The Creator will share drafts for the Brand’s review at least 3 days before posting. The Brand may request one round of reasonable changes. The Creator keeps creative control of style and voice.

3. Disclosure

The Creator will clearly disclose the material connection in every post in line with the Competition Act and Ad Standards’ Influencer Marketing Disclosure Guidelines.

4. Fee

The Brand will pay $_____, 50% on signing and 50% within 14 days after the final post is live.

5. Usage rights

The Creator owns the content and grants the Brand the following rights: _____. Paid advertising use (whitelisting or boosting) requires separate agreement and fee.

6. Exclusivity

_____.

7. Conduct

The Creator will make only truthful claims about the product, based on genuine experience, and will not post content that is unlawful, hateful or harmful to the Brand’s reputation during the campaign. The Brand may end this agreement if the Creator seriously breaches this clause.

8. Entire agreement

This agreement, together with any documents it refers to, is the entire agreement between the parties about its subject and replaces any earlier discussions, proposals or understandings about it.

9. Changes and waiver

Any change to this agreement must be in writing and signed by all parties, which may be done electronically. A failure or delay in enforcing any part of this agreement is not a waiver of that right.

10. Severability

If any part of this agreement is found to be invalid or unenforceable, that part will be limited to the minimum extent necessary and the rest of the agreement will remain in effect.

11. Disputes

The parties will first try in good faith to resolve any dispute through discussion for at least 30 days before starting court proceedings.

12. Governing law and jurisdiction

This agreement is governed by the laws of the Province of _____ and the federal laws of Canada that apply there. Each party submits to the jurisdiction of the courts of the Province of _____.

13. Electronic signatures and counterparts

This agreement may be signed electronically and in counterparts, each of which is an original and which together form one agreement. The parties agree that electronic signatures are valid and binding under the electronic commerce legislation of the Province of _____ and the Personal Information Protection and Electronic Documents Act (PIPEDA), and have the same effect as handwritten signatures.

14. Signatures

Signed by the parties on the dates shown below.

Creator

_____

Full name

_____

Email

_____

Date

_____

Brand

_____

Full name

_____

Company

_____

Designation

_____

Date

_____