

# INFLUENCER AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## PARTIES

Brand / Company Name: \_\_\_\_\_

Brand Representative Name: \_\_\_\_\_

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

Email / Phone: \_\_\_\_\_

## Influencer Information

Full Name / Business Name: \_\_\_\_\_

ABN / Tax File Number: \_\_\_\_\_

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

Email / Phone: \_\_\_\_\_

## AGREEMENT TERMS

### 1. Engagement

Brand hereby engages Influencer to provide promotional services as described herein, and Influencer accepts such engagement, subject to the terms and conditions of this Agreement.

### 2. Scope of Services

Influencer shall create and publish content promoting the Brand's products/services on agreed platforms including but not limited to social media channels, blogs, and video platforms in accordance with the Brand's instructions and schedule.

### 3. Deliverables

Influencer agrees to deliver content including images, videos, and/or posts, as specified in the attached Schedule. All deliverables shall meet the specifications and quality standards agreed upon.

### 4. Compensation

Brand shall pay Influencer the amount specified in the Schedule or as otherwise agreed in writing. Payment terms and schedule are set forth in the Schedule. Influencer is responsible for all taxes and other statutory obligations.

### 5. Ownership and License

Influencer grants Brand a non-exclusive, worldwide, royalty-free license to use, reproduce, and display the content created under this Agreement for promotional purposes. Ownership of the content remains with Influencer unless otherwise agreed.

### 6. Compliance with Laws and Guidelines

Influencer agrees to comply with all applicable laws, regulations, and advertising standards, including the Australian Competition and Consumer Commission (ACCC) guidelines on influencer marketing and disclosure requirements.

### 7. Confidentiality

Both parties agree to keep confidential any non-public information received during the term of this Agreement and not to disclose it to any third party without prior written consent.

## **8. Term and Termination**

This Agreement shall commence on signing and continue until all deliverables have been provided or terminated by either party with 14 days written notice. Termination does not affect rights or obligations accrued prior to termination.

## **9. Representations and Warranties**

Each party represents that it has full authority to enter into this Agreement. Influencer warrants that all content will be original, not infringe third-party rights, and comply with all laws.

## **10. Indemnity**

Influencer agrees to indemnify and hold harmless Brand against any claims, damages, losses, or expenses arising from breach of this Agreement, including infringement of intellectual property rights.

## **11. Limitation of Liability**

Neither party shall be liable for any indirect, consequential, or incidental damages arising out of this Agreement. Brand's total liability shall not exceed the total compensation paid.

## **12. Independent Contractor**

Influencer is engaged as an independent contractor and is not an employee, agent, or partner of the Brand. Influencer has no authority to bind or obligate the Brand.

## **13. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Australia. The parties submit to the exclusive jurisdiction of the courts of Australia.

## **14. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings. Amendments must be in writing signed by both parties.

## **15. Notices**

Any notice required or permitted shall be in writing and delivered by hand, email, or certified mail to the addresses provided by the parties.

## **16. Force Majeure**

Neither party shall be liable for failure or delay in performance due to causes beyond reasonable control, including natural disasters, acts of government, or other unforeseeable events.

## **17. Non-assignment**

Neither party may assign or transfer this Agreement without prior written consent of the other party.

## **18. Severability**

If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **19. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement.

## **20. Signatures**

The parties have executed this Agreement as of the date first written above.

**BRAND REPRESENTATIVE SIGNATURE**

**INFLUENCER SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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