

# WARM INFLUENCER AGREEMENT

This Influencer Agreement (the “Agreement”) is entered into by and between **Hotslicer Media LLC, doing business as Warm** (hereinafter “Warm”), a Wyoming limited liability company, and {{Legal Name;role=Creator}} (hereinafter “Influencer”). This Agreement is effective as of the last signature date indicated below (the “Effective Date”). Warm and the Influencer are collectively referred to as the “Parties” and individually as a “Party.”

## 1. Key Terms & Work Order Table

INFLUENCER TERMS	
Effective Date	{{Date;role=Agency}}
Term	60 days
Creator Full Name	{{Legal Name;role=Creator}}
Creator Pseudonym	{{Handle;role=Agency}}
Creator Social Media URL(s)	{{URL;role=Agency}}
Brand	{{Brand;role=Agency}}
Creative Brief URL	{{Brief;role=Agency}}
Additional Terms	{{Additional Terms;role=Agency;default=None}}

Deliverables		
Deliverable	Rate	Platform
{{Deliverable;role=Agency}}	{{Rate;role=Agency}}	{{Platform;role=Agency;default=None}}

**Campaign Brief:** The specific instructions and requirements for creating and publishing content (“Content”) are contained in the Campaign Brief (linked above). Influencer agrees to follow the Campaign Brief in detail. Any unclear or missing instructions are the Influencer’s responsibility to clarify with Warm or the Brand.

Each table, upon signature or digital acceptance, becomes an integral part of this Agreement.

## 2. Purpose & Scope

**2.1 Warm is a Software Platform** Warm is a platform that facilitates communication and agreements between brands (“Clients”) and independent influencers (“Influencers”). Warm is **not** an employer, partner, or Agency of the Influencer. The Influencer is **engaged solely for their social media influence**, audience, and content creation capabilities, **not** any other characteristic.

The Influencer further acknowledges that they are not an employee or partner of the Brand or Warm, and shall not represent themselves as such.

**2.2 Independent Contractor Status** Influencer is an **independent contractor**, not an employee, partner, or agent of Warm. Influencer is solely responsible for all taxes, withholdings, and other statutory obligations arising from payments received under this Agreement.

## 3. Services & Deliverables

**3.1 Content Creation** Influencer shall produce the agreed-upon Deliverables (as detailed in the table above and the Campaign Brief) in a professional, workmanlike manner. Unless explicitly stated otherwise, Influencer is responsible for all conceptualizing, filming, editing, music licensing, post-production, and ensuring compliance with the Brand’s guidelines.

### 3.2 Content Approval Process

1. Influencer shall submit draft or final Content for Brand approval (via Warm’s web-to-Discord system , /draft Discord bot command or other method specified by Warm).
2. The Brand may request revisions within the time frame stated in the Campaign Brief.
3. Influencer agrees **not** to post any sponsored content without **explicit written approval** (email or chat confirmation) from the Brand or Warm.

**3.3 Timeliness & Adherence to Brief** Influencer must follow the instructions set forth in the Campaign Brief, including timing, required disclosures, and deliverable details. Any delay or deviation from the brief that is attributable to Influencer may result in partial or withheld payment, at the Brand’s discretion.

## 4. Payment Terms & Warm Commission

**4.1 Payment from Warm** Upon successful completion and Brand approval of the Deliverables, Warm shall remit payment to Creator according to the Payment Terms specified in the table. Creator acknowledges and agrees that Warm **first** collects payment from the Brand, then disburses the Creator's share.

**4.2 15% Warm Commission** Creator agrees and confirms that the rate listed in this Agreement **already factors in** a 15% commission retained by Warm. Creator **shall not challenge, dispute, or demand additional payment** from Warm or the Brand based on the commission structure.

**4.3 No Guarantee or Liability for Brand Non-Payment** Warm is **not liable** for any shortfall or delay if the Brand fails to pay. Creator acknowledges that Warm's obligation to pay Creator arises **only after** Warm receives the applicable funds from the Brand.

**4.4 No Additional Fees** Except as otherwise agreed, all costs of producing the Content (e.g., software, equipment, talent, music licensing) are **included** in the Influencer's rate. No reimbursement claims shall be made unless expressly agreed in writing.

**4.5 Payment Submission** Influencers shall submit a payment request form using <https://tinyurl.com/HMInfluencerPayment> after the agreed payment window or upon video posting if operating on a flat-rate basis. For hybrid compensation (e.g., Flat + CPM), payment will be disbursed in a single transaction, covering both components.

**4.6 Payment Terms & Responsibilities** Specific payment timelines or windows are communicated by the Client prior to engagement. Influencers acknowledge they may not demand payment prior to (a) Warm's receipt of funds from the Brand, or (b) the expiration of any agreed-upon payment window. Under no circumstances shall the Influencer request payment directly from the Brand.

**4.7 Payment Method & Fees:** Warm/Hotslicer Media shall remit payment to the Influencer via PayPal, ACH, or wire transfer as selected on the payment form. Any transaction fees, currency conversion losses, or additional charges incurred in the payment process are the sole responsibility of the Influencer. Conversion rates are non-negotiable and depend on current market conditions at the time of payment.

## 5. Communication & Discord Chat Proxy

### 5.1 Message Flow

- Influencer composes or receives messages via Warm's platform.
- Warm's system sends or receives these messages through a Discord bot in a private channel visible to the relevant Brand, Influencer, and Warm.

**5.2 Legally Binding Communications** All messages exchanged in this manner are **legally binding** as if exchanged in writing. The “bot” relay does **not** alter the validity or enforceability of any statement, instruction, or agreement.

## 6. Non-Circumvention (30 Days)

For a period of **thirty (30) days** following the final publication of any Deliverables or the termination of this Agreement, Influencer **shall not** directly engage the Brand introduced via Warm for further sponsorships or commercial collaborations without Warm’s prior written consent. Any breach may result in liquidated damages equal to the payment otherwise owed under this Agreement.

## 7. Intellectual Property & Content Rights

**7.1 Influencer’s Ownership** Influencer retains ownership of all original Content, subject to a limited, non-exclusive license granted to the Brand for the campaign as specified in the Campaign Brief. Influencer warrants that all elements used in the Content do not infringe any third-party rights.

**Right for Warm to Repost:** By entering into this Agreement, Influencer grants Warm/Hotslicer Media a non-exclusive, royalty-free right to repost or feature the sponsored content on Warm’s own social media or marketing channels, with proper attribution to the Influencer, for non-financial promotional purposes (e.g., showcasing campaign examples, platform marketing, portfolio displays). Influencer agrees that such reposting does not entitle them to additional compensation beyond what is stated in this Agreement.

**7.2 Brand Usage** The Brand may embed or share the Content for promotional purposes, provided it does not strip attribution or redirect views away from Influencer’s original channel or post. Any extended usage rights must be agreed upon separately.

## 8. Representations, Warranties & Conduct

**8.1 FTC & Legal Compliance** Influencer will comply with all applicable laws, regulations, and guidelines, including **FTC disclosure requirements** for sponsored content. Influencer shall not produce content that is false, defamatory, or otherwise unlawful.

**8.2 Code of Conduct** Influencer shall refrain from hate speech, promotion of violence, adult content (unless previously approved), or any illegal activities. Warm and the Brand may immediately terminate this Agreement if Influencer engages in conduct that could harm the Brand’s reputation.

## 9. Indemnification & Limitation of Liability

**9.1 Influencer Indemnification** Influencer agrees to defend, indemnify, and hold Warm (including its officers, employees, and agents) harmless from any claims, damages, or expenses, including reasonable attorneys' fees, arising out of or related to:

1. Influencer's breach of this Agreement.
2. Influencer's content violating third-party rights or applicable laws.
3. Any misrepresentation or wrongdoing by the Influencer.

**9.2 No Liability for Indirect Damages** IN NO EVENT SHALL WARM BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS OR REPUTATIONAL HARM, REGARDLESS OF THE FORM OF ACTION.

**9.3 Liability Cap** Warm's total liability under this Agreement shall not exceed **the amounts actually paid to Influencer** for the specific Deliverables in dispute.

## 10. Term & Termination

**10.1 Term** This Agreement begins on the Effective Date and continues until the Deliverables are approved and paid for, unless terminated earlier in accordance with this section.

**10.2 Termination for Breach** Either Party may terminate this Agreement if the other Party commits a material breach and fails to cure within seven (7) days of written notice. Warm may terminate immediately if Influencer engages in conduct violating Section 8.2.

**10.3 Effect of Termination** Upon termination, all non-published Deliverables shall be canceled. Influencer retains the right to payment for any previously published, Brand-approved content, if and when Warm receives funds from the Brand. Provisions related to confidentiality, liability, indemnification, and non-circumvention shall survive.

## 11. Miscellaneous

**11.1 Entire Agreement** This Agreement, along with any referenced Work Orders or Campaign Briefs, constitutes the entire understanding between the Parties, superseding all prior discussions or proposals.

**11.2 Governing Law & Dispute Resolution** This Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. Any disputes shall be resolved via binding arbitration in Wyoming, and the Parties waive any right to a jury trial or participation in a class action.

**11.3 Severability** If any provision is deemed invalid or unenforceable, the remaining provisions remain in full force and effect.

**11.4 Electronic Signatures** Signatures provided electronically or digitally are valid and enforceable.

**11.5 No Waiver** A failure by either Party to enforce any term herein does not constitute a waiver of future enforcement of that or any other term.

**11.6 Notices** Any notices shall be in writing and deemed effective upon sending via email or other mutually agreed methods, provided no delivery error is reported.

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## 12. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives:

Hot slicer Media LLC, d/b/a Warm	{{Legal Name;role=Creator}} (“Influencer”)
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Signature (Legal Name): {{Sign2;type=signature;role=Agency}}	Signature (Legal Name): {{Sign;type=signature;role=Creator}}
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Signee Name: Shreyan Phadke	Signee Name: {{Name;role=Creator}}
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Title: Founder & CEO	Title: {{Title;role=Creator}}
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Date: {{Date3;type=datenow;readonly=true;role=Agency}}	Date: {{Date3;type=datenow;readonly=true;role=Creator}}
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By signing above, the Influencer explicitly acknowledges and agrees to the terms of this Agreement, including the requirement to follow the Campaign Brief.