

INFLUENCER AGREEMENT

THIS ENDORSEMENT AGREEMENT (the "Agreement") is dated as of this ____ day of _____, _____, but made effective as of _____ ("Effective Date") between _____, and _____, an individual.

AGREEMENT

1.

Engagement. The brand engages the Influencer and the influencer hereby accepts the engagement to provide for his endorsement of The brand's product(s).

2.

Term of Agreement. The term of this Agreement shall be for the term agreed to on the Inocove platform between both the brand and the influencer ("Term").

3.

Grant. During the Term and subject to the limitations set forth on the Inocove platform, _____ Brand shall have the right to use the name, image, likeness, characterization, visual and audio representation of Influencer ("Influencer Attributes") in connection with _____ Brand's product(s), in the Territory as follows:

A.

On _____ website _____ ; and

B.

In Product related press releases.

4.

Duties of Influencer and Rights of Brand. During the Term and subject to the limitations set forth in the proposal agreed upon on the Inocove platform, Influencer agrees to provide Brand with the following:

A.

Influencer will create the content agreed upon by both influencer and Brand on the Inocove platform. The content will be created and submitted by the date specified on the Campaign details.

5.

As consideration for Influencer's services under this Agreement, Brand agrees as follows:

In-kind Payment: Brand will provide Influencer with products and/ or money, which will be paid when the content

B.

Cash Payment:

(1)

Brand will provide payment of _____ and _____/100 Dollars (_____) made payable through the Inocove platform.

6.

Expenses. If applicable, Brand agrees to provide and pay for the expenses related to Influencer's services provided in the Inocove platform, which shall include but not be limited to the following:

A.

First-class airfare, first-class ground transportation, hotel accommodations, and meals for Influencer; and

B.

First-class airfare, ground transportation and hotel accommodations for one (1) representative.

7.

Union Dues and Fees. Company represents that the services hereunder shall not be subject to SAG, AFTRA or any other entertainment guild contract.

8.

Review, Approval, and Ownership of Advertising. All content created by the Influencer is subject to review by the Brand. The content is not to be uploaded until it is approved. The content is to be owned by the Influencer, unless both parties have agreed to different terms of ownership on the Inocove platform.

9.

Termination

A.

Brands shall have the right to terminate this Agreement if the content is not what has been agreed upon, or the content is not created on the timeline specified in the deal . Such termination shall relieve the Brand of its obligation to provide any further consideration pursuant to this Agreement.

B.

Influencer shall have the right to terminate this Agreement in the event of the occurrence of any of the following: (1) Brand adjudicates as insolvent or declares bankruptcy; or (2) Brand fails to provide consideration due pursuant to this Agreement.

Representations and Warranties of Brand. Influencer relies upon Brand' skill and judgment and also upon the following representations of Brand which shall be in effect throughout the term of this Agreement:

A.

Brand' products will be merchantable and fit for the purpose for which they are intended, and

B.

Brand' products will conform at all times to all applicable federal, state and local laws, rules, regulations, ordinances, and other enactments and industry standards, including, but not limited to, those relating to product safety.

11.

Indemnity. Brand shall be solely responsible for all liability arising out of production, distribution and sale of its product. Brand hereby agrees to indemnify, defend and hold harmless Influencer , his agents, representatives and employees (referred to collectively as "Influencer Indemnities") from and against any and all claims, actions, causes or action, damages, injuries, expenses, liabilities (joint and several), penalties fines, attorneys fees, court costs, and any other expenses incurred by Influencer Indemnities arising out of (1) breach by Brand of any of the terms, representations or warranties made by Brand in this Agreement; or (2) Brand product liability or trademark patent or other proprietary right infringement; or (3) errors, omissions, fraudulent or negligent acts by Brand, its employees, agents or subcontractors in connection with (i) any advertising featuring Influencer ; (ii) with the performance of Brand' duties and obligations under this Agreement; (iii) with the production, distribution, promotion, marketing and sales of products including related product packaging; and/or (iv) with the operation and management of its production and distribution facilities, however caused, Brand shall not be obligated to indemnify Influencer with respect to damages which are the result of the active negligence or willful misconduct of Influencer .

12.

Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed to place the parties in the relationship of partners, joint venturers, principal-agents, or employer-employee, it being understood that the parties hereto are and will remain independent contractors in all respects and neither party shall have any right to obligate or bind the other in any manner whatsoever.

13.

Assignment. Neither this Agreement nor any of the rights or obligations contained herein may be assigned or transferred by either party without the prior written consent of the other party.

14.

Authority to Contract. Each of the parties hereto represents and warrants that it has full right and power to enter into this Agreement, to perform all obligations to be performed by it hereunder, and to grant all rights hereunder granted without violating the legal or equitable rights of any other person or entity, and that the execution and performance of this Agreement will not conflict with or result in a breach of or default under any of the terms or conditions of any agreement to which either party has agreed, or is a party, or may be bound.

15.

Construction of Agreement. Each party acknowledges that it has participated in the negotiation of this Agreement and that no provision of this Agreement shall be construed against or be interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or deemed to have structured, dictated or drafted such provision.

16.

Merger; Modification. This Agreement constitutes the entire agreement with respect to the subject matter contained herein and supersedes all previous communications and agreements between the parties pertaining to the subject matter hereof, whether written or oral. The terms of this Agreement may not be modified, waived, amended, discharged, terminated, or supplemented, or otherwise changed, except by a written document executed by an authorized representative of each party.

17.

No Waiver. A waiver by either party of any of the terms or conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof, or any other term or condition of this Agreement. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

18.

Severability. If any provision of this Agreement, as applied to either party or to any circumstance, shall be adjudged by a court of competent jurisdiction to be void or unenforceable, whether at law or in equity, then such determination shall in no way affect any other provision of this Agreement, or the validity or enforceability of this Agreement.

19.

Forum. The parties agree that the U.S. District Court for the state and district the brand headquarters is located, shall have personal jurisdiction over the parties and that such courts shall be the exclusive venue with respect to any claims or disputes related to the Agreement.

20.

Choice of Law. Regardless of the place of execution hereof, this Agreement, all amendments hereto, and any and all issues or controversies arising here from or related hereto, shall be governed by and construed exclusively in accordance with the laws and decisions of the Brands headquarters.

21.

Attorneys' Fees. If any action is necessary to enforce the provisions of this Agreement, including any claims or demands, or to interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which it may otherwise be entitled.

22.

Captions; Structure. Section headings used in this Agreement are for convenience of reference only and shall not in any way affect the interpretation of any section of this Agreement or of the Agreement itself.

23.

Time is of the Essence. Time is of the essence with respect to the performance of the duties and obligations hereunder.

24.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall be construed as a single instrument. This Agreement may be executed by facsimile or other electronic transmissions, and signatures on any facsimile or electronic transmission copy hereof shall be deemed authorized original signatures.

25.

No Third Party Beneficiaries. This Agreement is not for the benefit of any third party and shall be deemed not to give any right or remedy to such third party, whether referred to herein or not.

26.

Recitals. The recitals contained in this Agreement are true and correct and are incorporated herein by reference.

27.

FTC Regulations. The influencer agrees to adhere to all FTC regulations regarding online social media content that is sponsored by a brand incorporated here and by reference <https://www.ftc.gov/sites/default/files/documents/one-stops/advertisement-endorsements/091005revisedendorsementguides.pdf>. The Influencer agrees to adhere to these guidelines as well as any other set forth by the FTC.

28.

Inocove LLC. Both the influencer and brand agree that Inocove is not responsible for the enforcement of this contract and acknowledge that Inocove.com simply provides the framework for these contracts. Any modifications to, or enforcement of said contract is the sole responsibility of the Brand and not that of Inocove LLC.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written.

WITNESS:

_____ ("Brand")

By: _____

By: _____

Date: _____

Title: _____

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WITNESS:

_____ ("Influencer ")

By: _____

Date: _____