

## **BRAND AMBASSADOR AGREEMENT**

### **PARTIES**

- This Brand Ambassador Contract (hereinafter referred to as the “Contract”) is entered into on \_\_\_\_\_ (the “Effective Date”), by and between \_\_\_\_\_, with an address of \_\_\_\_\_ (hereinafter referred to as the “Company”), and \_\_\_\_\_ with an address of \_\_\_\_\_ (hereinafter referred to as the “Brand Ambassador”) (collectively referred to as the “Parties”).

### **SCOPE**

- The Brand Ambassador agrees to promote, endorse, and represent the Company in a positive light through various marketing activities, including but not limited to social media posts, appearances at events, creation of branded content, and engagement with the Company’s audience. The Brand Ambassador shall adhere to the Company’s guidelines and values while maintaining authenticity and credibility in all promotional efforts. The Parties acknowledge that the scope of the Brand Ambassador’s services may evolve over time and agree to communicate openly and collaboratively to ensure alignment with the Company’s objectives and expectations.

### **COMPENSATION**

- In consideration for the services rendered, the Brand Ambassador shall receive a base compensation of [insert amount] per [insert frequency], along with performance-based incentives tied to predetermined metrics. Additionally, the Brand Ambassador may be eligible for benefits and perks, subject to a separate agreement or mutual agreement. Reimbursement for approved expenses incurred during the performance of duties will be provided, and payments will be made [insert payment frequency] within [insert number] days of the end of each payment period via [insert payment method]. The Brand Ambassador acknowledges their responsibility for any applicable taxes. Both Parties agree to review and adjust the compensation structure as needed to align with evolving expectations and performance metrics.

### **TERM**

- This Brand Ambassador Contract shall commence on the Effective Date and shall continue in full force and effect until [insert end date], unless terminated earlier in accordance with the provisions of this Agreement. Either Party may terminate this Agreement with [insert notice period, e.g., 30 days] written notice to the other Party for any reason or no reason at all. Upon termination, the Brand Ambassador shall promptly cease all promotional activities on behalf of the Company and return any materials or property belonging to the Company. Any provisions of this Agreement that, by their nature, should survive termination shall survive, including but not limited to confidentiality, indemnification, and dispute resolution clauses.

### **INDEPENDENT CONTRACTOR**

- The Brand Ambassador acknowledges and agrees that they are an independent contractor and not an employee, agent, or partner of the Company. As an independent contractor, the Brand Ambassador retains full control over the manner and means by which they perform their duties under this Agreement. The Brand Ambassador shall be solely responsible for all expenses incurred in the performance of their services and shall not be entitled to employee benefits, including but not limited to health insurance, retirement benefits, or paid time off. The Brand Ambassador agrees to indemnify and hold harmless the Company from any claims, liabilities, or expenses arising out of or related to the Brand Ambassador's status as an independent contractor. This Agreement does not create a joint venture, partnership, or agency relationship between the Parties, and neither Party shall have the authority to bind the other Party without prior written consent.

### **INTELLECTUAL PROPERTY**

- Any intellectual property created by the Brand Ambassador during the term of this Agreement, including but not limited to social media posts, photographs, videos, and written content, shall be the exclusive property of the Company. The Brand Ambassador hereby assigns all rights, title, and interest in and to such intellectual property to the Company, including the right to use, modify, reproduce, distribute, and display such intellectual property in any manner and for any purpose deemed appropriate by the Company. The Brand Ambassador agrees to execute any documents and take any actions necessary to effectuate this assignment and to assist the Company in obtaining and enforcing any intellectual property rights related to such intellectual property. Any intellectual property owned or licensed by the Company prior to the commencement of this Agreement shall remain the sole property of the Company, and the Brand Ambassador shall not acquire any rights therein by virtue of this Agreement.

### **TERMINATION**

- Either Party may terminate this Agreement upon [insert notice period] written notice to the other Party for any reason. The terminating Party shall provide written notice specifying the effective date of termination.
- The Parties shall cooperate to ensure a smooth transition of responsibilities, including the transfer of any necessary assets, accounts, or materials. Additionally, both Parties shall promptly return any property or Confidential Information belonging to the other Party. Termination shall not affect any rights or obligations accrued prior to the effective date of termination.

### **FORCE MAJEURE**

- Party shall be liable for any failure or delay in performing their obligations under this Agreement due to circumstances beyond their reasonable control, including but not limited to acts of God, war, terrorism, government actions, natural disasters, or epidemics. If a Force Majeure Event occurs, the affected Party shall promptly notify the other Party and make reasonable efforts to mitigate the impact. The affected Party's obligations shall be suspended during the Force Majeure Event, and the time for performance shall be extended accordingly.

If the Force Majeure Event continues for [insert duration], either Party may terminate this Agreement upon written notice to the other Party.

**RENEWAL OF AGREEMENT**

- The Parties agree that this Agreement, prior to its termination, is subject to renewal provided that both parties submit a signed addendum agreeing to the renewal.

**AMENDMENTS**

- The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

**SEVERABILITY**

- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

**DISPUTE RESOLUTION**

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to [insert means] (Arbitration/mediation/negotiation) in accordance with, and subject to the laws of [insert applicable law].

**GOVERNING LAW**

- This Agreement shall be governed by and construed in accordance with the laws of [insert applicable law].

**SIGNATURE AND DATE**

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout their signatures below:

BRAND AMBASSADOR

COMPANY

\_\_\_\_\_

\_\_\_\_\_

DATE

DATE

\_\_\_\_\_

\_\_\_\_\_