

Sample of an Agreement with an Influencer

Seth Arenstein, PR News

Follow Seth: [@Skarenstein](https://twitter.com/Skarenstein)

The document is intended to provide general information and guidelines only and is not a substitute for legal advice. Since all promotional campaigns must be analyzed on a case-by-case basis for legal compliance, checking with counsel well in advance of the campaign launch date is always recommended.

PR Agency believes in full, fair and effective disclosures of material facts relating to Influencer's relationship with PR Agency and its clients ("Clients") in accordance with the Federal Trade Commission's Guides Concerning Endorsements and Testimonials (<http://www.ftc.gov/os/2009/10/091005revisedendorsementguides.pdf>). As such, PR Agency requires that all Influencers adhere to the following guidelines (the "Guidelines") when blogging, tweeting, posting on social media or otherwise publishing content about its Clients or any of its Clients' products or services.

- 1. Disclose Connection to Client** - When blogging about Client or Client's products or services, Influencer must clearly disclose its "material connection" with Client, including the fact that Influencer was afforded any consideration, was provided with certain experiences or is being paid for a particular service. "Material connections" may be defined as any connection between an Influencer and a marketer that could affect the credibility consumers give to that Influencer's statements. Important examples of "material connections" include benefits or incentives, such as monetary compensation, loaner products, free products or services, in-kind gifts, or special access privileges provided by a marketer to an Influencer.
- 2. Maintain Clear and Prominent Disclosure** - The above disclosure should be made in close proximity to any statements that Influencer makes about Client or Client's products or services. This disclosure should be clear and prominent enough for consumers to view it when they are reading Influencer's posts. This means that the disclosure should not be buried behind links or in the Terms and Conditions (or in similar documents). In addition, the consumer should not be required to click on, scroll down or mouse over a link in order to view the

disclosure. Please note that this disclosure is required regardless of any space limitations of the medium (e.g., Twitter), where the disclosure can be made via hashtags, such as #sponsored, #paid or #ad (the latter of which preferably at the beginning of the tweet).

3. **Give Your Honest and Truthful Opinions** – Influencer’s statements should always reflect Influencer’s honest and truthful opinions and actual experiences. However, we do ask that all blog entries, Facebook posts, tweets, and/or comments be in good taste and free of inappropriate language and/or any content that promotes bigotry, racism or discrimination against an individual based on race, gender, religion, nationality, disability sexual orientation or age.
4. **Only Make Factual Statements That Are Truthful and Can Be Verified** - In an effort to accurately relay brand names, product attributes and program information, please refer to all Client-provided materials, if available, when developing content pertaining to Client or Client’s products. Most importantly, Influencer should only make factual statements about Client or Client’s product’s characteristics or quality which Influencer knows for certain are true and can be verified. For example, Influencer should not make statements about the performance of a product unless Influencer has support for such claims.
5. **Respect Intellectual Property Rights** - Intellectual Property is the group of legal rights to works that people create or invent. Intellectual property rights typically include copyright, trademark, and trade secret rights, as well as the right to use someone's name, likeness or voice. Examples include photographs, videos, music, trademarks/logos, personal names/likenesses (including celebrities’ names/likenesses), and writings. Influencer should never post or share any content that violates or infringes the intellectual property rights of any third party. If Influencer is unsure about a work, particularly in instances where a work includes a third-party’s trademark/logo, or music, film or television clips, or a celebrity’s name, photo or image, Influencer should check with PR Agency or Client before using the work. A good rule of thumb is, if in doubt, do not post it.
6. **Comply with other policies and laws** – Influencer should comply with all applicable laws, rules and regulations, as well as the terms, conditions, guidelines and policies of any social media platform or service that Influencer uses in connection with the services provided by Influencer.

If Influencer is in agreement with the terms and conditions of these Guidelines, then Influencer should sign below and send back to PR Agency.

**PLEASE NOTE THAT AGENCY RESERVES THE RIGHT TO MONITOR
INFLUENCER'S COMPLIANCE WITH THESE GUIDELINES AND TO TERMINATE
INFLUENCER'S PARTICIPATION IN ANY APPLICABLE CAMPAIGN IN THE EVENT
OF ANY NONCOMPLIANCE.**

[INFLUENCER NAME]

prepared by:

**Allison Fitzpatrick
Davis & Gilbert LLP**

**Paavana Kumar
Davis & Gilbert LLP**