

Hēdoïne Influencer Agreement

London, 26 November 2018

Influencer Agreement ("Agreement") between the Advertiser ("Hedoïne") and the Influencer.
The Advertiser and the Influencer agree:

1. **Appointment.** The Advertiser would like the Influencer's assistance in promoting / offering / selling the Advertiser's products via their social media accounts. The Advertiser hereby appoints the Influencer as its representative on a non-exclusive, non-employee basis to endorse and promote its services to the target audience.
2. **Term.** This Agreement shall have an initial term of a one-time defined Instagram story and picture post in the Influencer's Instagram feed. Afterwards, a long-term agreement can be mutually signed. Terms are open to negotiation, preferably for a minimum of 6 months and shall automatically renew for additional 6 months terms thereafter unless either party provides thirty days prior written notice of its intention of nonrenewal.
3. **Deliverables.** The Influencer will deliver the agreed number of posts on the agreed platforms on behalf of the Advertiser according to the delivery schedule specified by the Advertiser. The Services shall conform to the specifications and instructions of the Advertiser as outlined, abide by the rules of the relevant social media platforms, and are subject to the Advertiser's acceptance and approval.
4. **Collateral Details.** The Advertiser shall provide the necessary content and briefing materials to enable the Influencer to perform the influencer marketing services. If the Influencer has obtained employees or agents (the "Influencer Personnel"), the Influencer shall be solely responsible for all costs associated with the Influencer Personnel.
5. **Confidentiality and Exclusivity.** During the course of the Influencer's performance of the service for the Advertiser, the Influencer will receive, have access to and create documents, records and information of a confidential and proprietary nature to the Advertiser and customers of the advertiser. The Influencer agrees that he/she will not use, disclose, communicate, copy or permit the use or disclosure of any such information to any third party in any manner whatsoever except to the existing employees of the Advertiser or as otherwise directed by the Advertiser in the course of the Influencer's performance of services under this Agreement, and thereafter only with the written permission of the Advertiser.
6. **Compensation.** In full consideration of the Influencer's performance she/he will receive the product as gifted plus the benefit of future collaboration with the Advertiser.
7. **Independent Contractor.** The Influencer is retained as an independent contractor of the Advertiser. The Influencer acknowledges and agrees that (i) The Influencer is solely responsible for the manner and form by which the Influencer performs under this Agreement, and (ii) The Influencer is a self-employed individual for various entities and individuals other than the Advertiser. The Influencer is responsible for the withholding and payment of all taxes and other assessments arising out of the Influencer's performance of services, and neither the Influencer nor any of the Influencer's employees or independent clients shall be entitled to participate in any employee benefit plans of the Advertiser.
8. **Choice of Law.** This Agreement shall be construed and enforced pursuant to the laws and decisions of London UK.

Hēdoïne