

## INFLUENCER AGREEMENT

### WHEREAS

- A. Digital Engagement Network (Private) Limited (“DEN”) is primarily engaged in *inter alia* undertaking the business of social media marketing and has relationships with various consumer brands throughout Pakistan
- B. The undersigned influencer (the “**Influencer**”) has a significant social media presence in Pakistan.
- C. DEN is desirous of the Influencer promoting the products and/or services of brands that have a relationship with DEN and the Influencer is desirous of promoting the products and/or services of brands that have a relationship with DEN on his/her social media platforms subject to and in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

### 1. Introduction

- 1.1. The Influencer agrees to provide certain services to DEN, which includes the publication of online posts (“**Posts**”) on social media platforms (“**Platforms**”) with the aim of promoting brands and products/services associated with DEN (the “**Brands**”).
- 1.2. The following terms and conditions (“**T&C’s**”) and any other guidelines or requirements as DEN may impose on the Influencer, from time to time, form this agreement (the “**Agreement**”) under which the Influencer, as an independent contractor, will publish Posts on Platforms on behalf of Brands.
- 1.3. The Influencer agrees to publish the Posts as an independent contractor and not as an employee, worker, agent or partner of DEN, and the Influencer shall not hold himself out as such.

### 2. Criteria for Influencers

- 2.1. As an Influencer for DEN, the Influencer must meet the following criteria and must continue to meet these criteria during the term of this Agreement:
  - a. be at least 18 years old;
  - b. have an active and engaged social media profile on the Platform(s) as indicated by DEN; and

- c. have a social media profile that is aligned with DEN's values.

### **3. DEN Portal**

- 3.1. In order to facilitate and give effect to the terms and conditions of this Agreement, DEN has set up an online portal for the registration of the Influencer and showcasing his/her credentials to Brands working with DEN (the "**DEN Portal**").
- 3.2. The Influencer agrees that DEN (including any of its clients that hold proprietary interest in the Brands) shall have access to the credentials of the Influencer which shall be displayed on the DEN Portal for viewing. For the purposes of this Agreement, credentials mean the data shared by Facebook and Instagram through their official API Integration which include Page insights, audience insights as well as post level insights.
- 3.3. If at any stage the Influencer changes his or her password for any social asset linked with DEN during the course of any campaign, DEN's campaign results will be compromised and DEN shall not be liable to make any payment whatsoever to the Influencer. In case the Influencer changes their password outside the confines of a campaign the Influencer must re-sync the concerned social asset(s) with the DEN Portal/system to be considered for any campaign.

### **4. Posting**

- 4.1. The Influencer agrees that:
  - a. DEN must approve each Post before the Influencer may publish the Post on the agreed Platforms. DEN may withhold approval in its absolute discretion.
  - b. The Influencer shall use the key tags and UTMs (if applicable) provided by DEN in respect of each particular Post which shall be used by the Influencer for it to be entitled to payment of the Post Fee (as defined below).
  - c. Once a Post has been approved by DEN and the Brands, the Influencer will publish the Post to the agreed Platforms as per the final campaign contract (to be provided as and when the Influencer is engaged to Post).
  - d. The Influencer must not edit a Post after DEN has approved the Post.
  - e. The Influencer is solely responsible for the publication of the Post.
  - f. After a Post is published, the Influencer will not publish any Post where the effect of publishing such additional posts would be to reduce the prominence of the earlier Post. Each Post must stay on the top of your feed for minimum of [-] hours or such other timeframe as may specifically be advised by DEN along with its approval.
  - g. After a Post is published, the Influencer cannot remove, archive or otherwise make the Post invisible to the general public during a period of 12 months from the date of the

published Post, or change the profiles on his or her Platforms to private, as well as to include in them a unique alphanumeric code (hashtag) and/or (tag).

- h. DEN has the right at any time to moderate any Post after publication and the Influencer shall immediately, and no later than 24 hours after intimation of any amendments, make reasonable modification or amendment as requested by DEN.
  - i. DEN has the right at any time to request that the Post be removed from the Influencer's Platforms and the Influencer must comply with such a request immediately, and no later than 24 hours after intimation of removal, upon receipt of such notification.
- 4.2. Immediately after publishing any Post, the Influencer shall access the DEN Portal and verify the Post via the tag displayed in the 'Campaign' view.

## **5. Posts**

- 5.1. The Influencer represents and warrants that each Post:
- a. complies with all applicable laws and regulations including the PEMRA Ordinance, 2002 and the PEMRA Rules, 2009 as well any industry self-regulations relating to influencer marketing;
  - b. complies with all terms and conditions set by the Platform on which the Post is published by the Influencer;
  - c. discloses the fact that the Influencer is being paid by DEN. All Posts should be transparent and labeled with appropriate disclosures, such as "#ad". DEN expects Influencers to keep themselves up to speed with the latest best practice on how to label influencer marketing posts in a transparent way in order to make sure that consumers are clear about the commercial nature of the sponsored Post(s);
  - d. does not contain any content which the Influencer knows or suspects (or ought reasonably to have known or suspected) to be false, misleading or deceptive;
  - e. does not contain any content that is indecent, discriminatory, or offensive or contains or promotes aggressive or illegal behavior or sexually suggestive imagery; and
  - f. does not violate the privacy rights, contract rights, intellectual property rights or other rights of any person, corporation or entity.

## **6. Non-compete and Non-circumvention obligation**

- 6.1. The Influencer shall, during the term of this Agreement, not publish any Posts for a company that can reasonably be regarded as a competitor of DEN.
- 6.2. The Influencer shall not, during the term of this Agreement, publish any content for a brand or initiative that may be regarded as a competitor of any of the Brands associated with DEN and for which the Influencer has published Post(s) in the past (the "**Supported Brand**"). The provisions of this Clause shall cease to apply after the lapse of thirty (30) days post the ending of the campaign for the Supported Brand, as confirmed by DEN in writing.

- 6.3. The Influencer shall not, during the term of this Agreement, circumvent and/or attempt to circumvent DEN in any manner and directly engage with any of the Brands or undertake/solicit any work for such Brands outside the framework of this Agreement without the written approval of DEN. The Influencer shall not create a third party or join in concert with a third party to circumvent and/or attempt to circumvent DEN.
- 6.4. The obligations cast upon the Influencer under this Clause shall survive termination of this Agreement for a period of one (01) year post termination.

## **7. Confidentiality**

- 7.1. The Influencer shall keep secure and not at any time disclose to any person any information relating to DEN which can reasonably be considered to be confidential, including but not limited to details of DEN's business methods, finances, prices or pricing strategy, marketing or development plans or strategies, clients and/or Brands and any other information made available to you which is or ought reasonably to be considered confidential in nature.
- 7.2. Each Party acknowledges that it may be granted access by the other Party to certain non-public confidential information (whether provided orally or in writing or through any other medium) in connection with the Agreement.
- 7.3. The Influencer may be required by DEN or any of its associated Brands to execute additional separate non-disclosure agreements for the protection of confidential information such as briefs and memorandums associated with campaigns for Brands.
- 7.4. The obligations of confidentiality and non-use under this Agreement shall remain in effect for a period of seven years from the date of signing of this Agreement.

## **8. Honesty**

- 8.1. Influencer shall not misrepresent the size of his or her audience or the numbers of followers or engagement. Followers must be obtained organically and not through unethical or unsportsmanlike behavior such as (but not limited to), purchasing followers, likes or engagement.
- 8.2. In the event that DEN suspects (in its sole discretion) that an Influencer is not complying with the requirement for followers to be authentic and organically grown, DEN reserves the right to immediately terminate this Agreement with the Influencer.

## **9. Integrity of the Brands**

- 9.1. The Influencer acknowledges that he or she will not parody, disparage, give any adverse comment or make fun of the Brands or any products or services associated therewith generally in any way, and that such behavior would entitle DEN to terminate the relationship with the Influencer with immediate effect.

## **10. Intellectual Property**

- 10.1. DEN retains all rights, title and interest in any and all of the published Posts and the Influencer shall not acquire any rights in or to DEN's intellectual property. No license under any trademark, patent, copyright or other intellectual property right of DEN or the associated Brands is either granted or implied under this Agreement.
- 10.2. The Influencer agrees that by publishing Posts in respect of any Brand, it shall not obtain any intellectual property rights in respect to such Brand or anything associated therewith. Further, the content (creative or otherwise) of any Post shall remain the intellectual property of DEN.

## **11. Term and Termination**

- 11.1. This Agreement shall come into effect on the date of execution of this Agreement and shall remain in force for a term of 10 years or such later date as may be mutually agreed upon by the Parties in writing, provided that any of the Parties may at any time terminate this Agreement by giving not less than thirty (30) days' notice of termination to the other Party.
- 11.2. this Agreement shall automatically terminate upon the happening of any of the following events:
  - (a) the Influencer publishes any content the Platforms that DEN deems, in DEN's sole Discretion, to be in contravention of moral decency and social values; or
  - (b) the Influencer's publishes any sexually explicit or vulgar content on the Platforms that DEN deems, in its sole discretion, to be inappropriate; or
  - (c) the Influencer is in material breach of the terms and conditions of this Agreement.

## **12. Effect of Termination**

- 12.1. Upon termination of this Agreement, the Influencer shall:
  - (a) forthwith delete/remove any Posts that the Influencer has posted on any and all Platforms in connection with this Agreement (as applicable); and
  - (b) Refrain from posting any further Posts on any Platform purporting to be posted in connection with this Agreement or any of the Brands.

## **13. Limitation of liability**

- 13.1. DEN shall not be liable to the Influencer or any third party for damages that arise from the content of any published Post.
- 13.2. DEN shall not be liable to the Influencer for any loss of profits, reputation, business, goodwill or for any consequential damages.

- 13.3. DEN's liability to the Influencer shall never exceed the amount paid to the Influencer in any six (06) months period preceding the event that gives rise to the liability.

#### **14. Indemnification**

- 14.1. The Influencer agrees to indemnify DEN against any (third party) claims and expenses (including reasonable legal fees) arising out of a breach of this Agreement or that is in any way connected with the content of any Post published by the Influencer, including but not limited to claims related to the infringement by the Influencer of any third-party intellectual property rights.

#### **15. Compensation and payment**

- 15.1. The Influencer agrees that he or she shall only be compensated for each Post in accordance with the terms and conditions of this Agreement.
- 15.2. Compensation per Post per Platform which shall be approved by DEN (the "**Post Fee**"), shall be determined by the number of followers the Influencer has on the Platforms. Annexure A of this Agreement outlines the tiers ("**Influencer Tiers**") which shall be used to determine the Post Fee.
- 15.3. DEN will pay the Influencer (Post Fee and any additional costs (if any) that have been approved in writing by DEN) as and when DEN itself realizes payments/fees from Brands who have engaged DEN for advertising/marketing their products/services. Such payment shall be based on the agreed Post Fee and the number of approved and published Posts as verified by the DEN Portal. In any event, the Influencer shall be entitled to payment after the expiration of one hundred and twenty (120) days from the date the campaign for the particular/relevant Supported Brand ended.
- 15.4. Reasonable costs made by the Influencer in the execution of the services provided to DEN, such as travel or accommodation costs, will only be reimbursed by DEN if the Influencer has received prior written approval by DEN to incur such costs.
- 15.5. DEN and the Influencer may also agree on a different post fee for any particular project or campaign associated with any of the Brands (the "**Campaign Post Fee**"). The terms and conditions for such engagement may be agreed between DEN and the Influencer separately on a project to project basis failing which the terms of this Agreement shall continue to apply.
- 15.6. The Influencer is responsible for the accuracy of the nominated bank account details.

#### **16. Governing Law and disputes**

- 16.1. This Agreement shall be governed by and construed in accordance with the laws of Pakistan. The Courts of Lahore shall have exclusive jurisdiction over any claim related to this Agreement.

#### **17. FORCE MAJEURE**

- 17.1. None of the Parties shall be responsible for failure or delay in performance hereunder if such failure or delay is due to an act of God, war, fire, strike, differences with workmen, accident, equipment breakdown, governmental acts (including but not limited to the blocking/banning of the Platforms from being accessed in Pakistan) or requirements, shortages of labor, materials, containers or transportation equipment delays in transportation, or transportation, or other causes, either similar or dissimilar to the foregoing, beyond the Parties' control.

**18. SEVERABILITY**

- 18.1. The Parties hereby agree that if any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any controlling law the validity of the remaining portions or provisions shall not be affected thereby, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

**Annexure A**

**Instagram:**

<b>Tier</b>	<b>Followers</b>	<b>Fee</b>
<b>Mega</b>	<b>1M – 10M</b>	
<b>Macro</b>	<b>100K – 1M</b>	
<b>Micro</b>	<b>10K – 100K</b>	
<b>Nano</b>	<b>1K – 10 K</b>	

**Facebook:**

<b>Tier</b>	<b>Followers</b>	<b>Fee</b>
<b>Mega</b>	<b>1M – 10M</b>	
<b>Macro</b>	<b>100K – 1M</b>	
<b>Micro</b>	<b>10K – 100K</b>	
<b>Nano</b>	<b>1K – 10 K</b>	