**BRAND AMBASSADOR AGREEMENT**

This Brand Ambassador Agreement (“Agreement”) is made and entered into as of the [Date] by and between:

**Brand Ambassador**
Name: [Brand Ambassador’s Name]
Address: [Brand Ambassador’s Address]
Email: [Brand Ambassador’s Email]

And

**Company**
Name: [Company Name]
Address: [Company Address]
Email: [Company Email]

Where the context permits, the Brand Ambassador and Company are individually referred to as a “Party” and collectively as the “Parties.”

**1. ENGAGEMENT AND SCOPE OF SERVICES**

1.1 **Engagement: Engagement:** The Company hereby engages the Brand Ambassador to provide the services described in this Agreement, and the Brand Ambassador agrees to provide such services in accordance with the terms and conditions set forth herein.

1.2 **Scope of Services:** Brand Ambassador agrees to promote the Company’s products and services (“Services”). A detailed description of the deliverables, performance dates, and timelines is included in Exhibit A, which is attached and incorporated into this Agreement.

1.3. **Best Efforts:** The Brand Ambassador agrees to use their best efforts to increase the Brand Awareness and promote the Services in a positive manner, consistent with the Company’s brand Image.

1.3 **Additional Services:** Any additional services requested by the Company outside of the agreed-upon scope must be mutually agreed upon in writing and may result in additional fees.

**2. TERM AND TERMINATION**

2.1 **Term:** This Agreement shall begin on [Effective Date] and shall continue until [End Date], or until all obligations under this Agreement have been fulfilled, unless terminated earlier as provided below.

2.2 **Termination for Convenience:** Either party may terminate this Agreement without cause by providing the other party with at least [Number] days' prior written notice. Brand Ambassador shall be compensated for all Services rendered up to the effective date of termination.

2.3 **Termination for Cause:** Either party may terminate this Agreement immediately in the event the other party materially breaches any term or condition of this Agreement and fails to cure such breach within [Number] days of receiving notice of the breach.

2.4 **Effect of Termination:** Upon termination of this Agreement, all rights and obligations of the parties shall cease, except for those that expressly survive termination, including but not limited to the obligations concerning confidentiality, intellectual property, and payment.

**3. COMMISSIONS AND PAYMENTS**

3.1 **Commission Structure:** The Company shall compensate the Brand Ambassador as outlined in Exhibit B. This may include commission rates, fixed fees, and bonuses based on performance.

3.2. **Payment Schedule**: Commissions will be calculated monthly, with payments issued by the [Number] day of the following month.

3.3. **Payment Details:** The payment shall be made to the following bank account of the Freelancer: [Bank Account Details]

3.4 **Taxes:** Brand Ambassador shall be responsible for all federal, state, and local taxes related to compensation received under this Agreement.

**4. INTELLECTUAL PROPERTY RIGHTS**

4.1 **Work for Hire:** All work products, including but not limited to creative works, content, performances, and materials created by the Brand Ambassador in connection with this Agreement, shall be considered "work made for hire" and the sole and exclusive property of the Company.

4.2 **Assignment of Rights**: To the extent that any of the Brand Ambassador’s work product does not qualify as "work for hire," the Brand Ambassador hereby assigns to the Company all worldwide rights, title, and interest, including copyrights, in such work product. This includes the right to use, reproduce, modify, and distribute the work in any medium or format.

4.3 **Brand Ambassador’s Likeness:** The Company is hereby granted the right to use the Brand Ambassador’s name, image, likeness, voice, and biographical information in connection with the promotion, marketing, and distribution of the Services and related projects, provided such use does not harm Brand Ambassador’s reputation or goodwill.

**5. EXCLUSIVITY AND NON-COMPETITION**

5.1 **Exclusivity:** During the term of this Agreement, the Brand Ambassador shall provide the Services exclusively for the Company and shall not perform similar services for any other party in direct competition with the Company without the Company’s prior written consent.

5.2 **Non-Competition:** Brand Ambassador agrees that, for the term of this Agreement and for a period of [Number] months thereafter, they will not engage in any services or business ventures that directly compete with the business of the Company within [Geographic Scope], unless approved in writing by the Company.

**6. CONFIDENTIALITY**

6.1. In the present Agreement, confidential information means any information, that: (a) any Party may have or may acquire (whether before or after the date of this Agreement) in relation to the customers, suppliers, business, assets, or affairs of the other Party; (b) any Party or any of its Brand Ambassadors may have or may acquire (whether before or after the date of this Agreement) in relation to the customers, suppliers, business, assets or affairs of the other Party or any of the other Party's Brand Ambassadors, as a consequence of the negotiations related to this Agreement or any other agreement(s) or document(s) referred to in this Agreement or the performance of the Agreement or any other Agreement or document referred to in this agreement;(c) relates to the contents of this Agreement (or any agreement or arrangement entered into pursuant to this Agreement), but excludes the information referred to in Clause 6.2.

6.2. The Information is not considered to be confidential, if: (a) it is or becomes public knowledge other than as a direct or indirect result of the information being disclosed in breach of this Agreement; (b) a Party can establish to the reasonable satisfaction of the owning Party that it found out the information from a source not connected with the owning party or its Brand Ambassador and that the source is not under any obligation of confidence in respect of the information; (c) a Party can establish to the reasonable satisfaction of the owning Party that the information was known to the first Party before the date of this Agreement and that it was not under any obligation of confidentiality in respect of the information; or (d) the Parties agree in writing that it is not confidential.

6.3. Each Party shall at all times use all reasonable endeavors to keep confidential (and to ensure that its Service Providers, agents, subsidiaries and the Service Providers and agents of such subsidiaries (in respect of the information specified in Clause 6.1 shall keep confidential) any confidential information and shall not use or disclose any such confidential information except: (a) to a Party's professional advisers where such disclosure is for a purpose related to the operation of this Agreement; (b) with the written consent of the Party or any of its Brand Ambassadors that the information relates to; (c) as may be required by law or governmental or other regulatory body, where the disclosing Party concerned shall, if practicable, supply a copy of the required disclosure to the owning Party before it is disclosed and incorporate any amendments or additions reasonably required by the owning Party and which would not thereby prevent the disclosing Party from complying with its legal obligations; (d) to any tax authority to the extent required for the purposes of the tax affairs of the Party concerned or any of its Brand Ambassadors; or (e) if the information comes within the public domain (otherwise than as a result of the breach of this Clause).

6.4. Each Party shall inform (and shall use all reasonable endeavors to procure that any of its subsidiaries shall inform) any Service Provider or agent or any professional adviser advising it in relation to the matters referred to in this Agreement, or any third party to whom it provides confidential information, that such information is confidential and shall require them: (a)to keep it confidential, and (b) not to disclose it to any third party (other than those persons to whom it has already been disclosed in accordance with the terms of this Agreement).

6.5. The obligations of each of the parties in this clause shall continue without limit in time and notwithstanding termination of this Agreement for any cause

**7. ENTIRE AGREEMENT**

7.1. This Agreement, and any documents referred to in it or executed contemporaneously with it, constitute the entire agreement between the parties and supersede and extinguish all previous drafts, arrangements, understandings, and agreements between them, whether verbal or written, relating to their subject matter.

7.2. Each party acknowledges that in entering into this Agreement, and any documents referred to in it or executed contemporaneously with it, it does not rely on, and shall have no remedy in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement or those documents.

7.3. All annexes (if any) to this Agreement represent and constitute an integral and inseparable part of this Agreement.

**8. SEVERANCE**

8.1. If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force.

8.2. If any invalid, unenforceable, or illegal provision would be valid, enforceable, or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

**9. ASSIGNMENTS**

9.1. The Parties shall not have the right to transfer their rights and obligations under this Agreement, in whole or in part, to another person and/or without the written consent of the other Party.

**10. VARIATION AND WAIVER**

10.1. A variation or amendment of this Agreement shall be in writing and signed by or on behalf of each Party.

10.2. A waiver of any right under this Agreement is only effective if it is in writing and signed by the waiving or consenting Party and it applies only in the circumstances for which it is given and shall not prevent the Party who has given the waiver from its exercising its right under different circumstances relying on the provision it has waived.

10.3. A Party that waives a right in relation to one Party, or takes or fails to take any action against that person, does not affect its rights against any other Party.

10.4. Except as otherwise expressly stated, no failure to exercise or any delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy or shall prevent any future exercise of such right or remedy in whole or in part.

10.5. No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict any further exercise of any such right or remedy.

10.6. Unless specifically provided otherwise, rights and remedies arising under this Agreement are cumulative and do not exclude rights and remedies provided by law.

**11. NOTICES**

11.1. All notices must be in writing and sent by delivery or email. Notices are deemed served upon delivery or electronic confirmation.

**12. GOVERNING LAW AND JURISDICTION**
12.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the [the State/Country]12.2. Any and all disputes arising out of and/or in connection with the Agreement shall be finally exclusively settled by the courts of [the State/Country]

**13. MISCELLANEOUS**

13.1. The present Agreement represents the final agreement between the Parties and supersedes any and all written and/or oral Contracts between the Parties.

13.2. Clause and annex headings shall not affect the interpretation of this Agreement.

13.3. A reference to a Clause or an appendix is a reference to a Clause of or an appendix to this agreement.

13.4. A person includes a natural person, a corporate or unincorporated body (whether or not having a separate legal personality).

13.5. Unless the context otherwise requires, words in the singular include the plural, and in the plural include the singular.

13.6. Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.

13.7. “Writing” or “written” includes postal/e-mail communication (unless otherwise expressly provided in this Agreement).

13.8. A reference in this agreement to a document is a reference to the document whether in paper or electronic form.

13.9. Where the words include(s), including, or in particular are used in this agreement, they are deemed to have the words "without limitation" following them.

13.10. Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them

13.11. References to times of day are, unless the context requires otherwise, to [Time Zone] time, and references to a day are to a period of 24 hours running from midnight on the previous day.

13.12. This Contract is executed in the English language in two identical copies for each party with the same legal force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

**BRAND AMBASSADOR**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: [Name]
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**COMPANY**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: [Company Representative]
Title: [Title]
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A**
**Scope of Services and Deliverables**

This Exhibit A outlines the detailed scope of services, specific deliverables, and performance timelines associated with the Brand Ambassador Agreement between [Brand Ambassador Name] and [Company Name].

1. **Scope of Services**
The Brand Ambassador agrees to provide the following services as part of this Agreement:
* [Describe Service 1]
* [Describe Service 2]
* [Describe any other Services]
1. **Deliverables**
The specific deliverables and the agreed format for each deliverable are as follows:
* [Deliverable 1]
* [Deliverable 2]
* [Any other deliverables]
1. **Timeline**
Each deliverable shall be completed according to the following timeline:
* [Deliverable 1 timeline]
* [Deliverable 2 timeline]
* [Any other timelines]
1. **Performance Standards**
The Brand Ambassador agrees to maintain the following performance standards:
* [Describe standard 1]
* [Describe standard 2]
* [Any other standards]

**BRAND AMBASSADOR**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: [Name]
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**COMPANY**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: [Company Representative]
Title: [Title]
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit B
Commission Structure**

This Exhibit B outlines the Commission Structure applicable if the Brand Ambassador achieves certain performance metrics during the term of the Agreement.

1. **Commission Rate**: The Company agrees to pay the Brand Ambassador a commission of [percentage or fixed amount] for each qualifying sale or lead generated through the Brand Ambassador’s marketing efforts.
2. **Bonus Criteria: In addition to the standard commission, the Brand Ambassador is eligible for the following bonuses if specific performance milestones are met:**
* [Bonus 1]
* [Bonus 2]
* [Other Incentives]

**BRAND AMBASSADOR**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: [Name]
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**COMPANY**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: [Company Representative]
Title: [Title]
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_