

Terms Of Contract

PRIVATE & CONFIDENTIAL

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INFLUENCEER SERVICES AGREEMENT



THIS AGREEMENT is dated: []

BETWEEN:

- (1) [], a company incorporated under the laws of [] with registration number [] and having its registered office address at [] ("Customer"); and
- (2) [], a company incorporated under the laws of [] with registration number [] and having its registered office address at [] ("Influencer").

(collectively, the "Parties" and each, a "Party").

RECITALS

- A. The Customer is a [•] and wishes to purchase certain Services in connection with its business.
- B. The Influencer is a supplier of the Services that are contemplated under this Agreement.
- **C.** The Customer wishes to purchase, and the Influencer has agreed to perform, the Services, subject to and strictly in accordance with this Agreement.

IT IS HEREBY AGREED as follows:

PART A | DEFINITIONS & INTERPRETATIONS

1 **DEFINITIONS**

1.1. The defined terms in this Agreement shall have the meaning ascribed to them in Schedule 1 (Definitions).

INTERPRETATION

- 2.1. In this Agreement, the following rules of interpretation shall apply:
 - 2.1.1. acceptance by a Party under this Agreement shall not be deemed to waive the other Party's obligation to fully perform all associated obligations under or in connection with this Agreement;
 - 2.1.2. a reference to a Clause or Paragraph is a reference to the clause or paragraph of this Agreement;
 - 2.1.3. references to a "day", "month" or "year" are references to a "day", "month" or "year" of the Gregorian calendar; and
 - 2.1.4. a reference to "including" shall be deemed to be one without limitation.

3 TERM

3.1. This Agreement shall commence on the Agreement Date and end upon expiration of the Term unless terminated earlier in accordance with Clauses 14 or 15.

4 PRECEDENCE

- 4.1. If there is any conflict, ambiguity or inconsistency between any parts of this Agreement, the following order of precedence shall apply:
 - 4.1.1. the Clauses; and
 - 4.1.2. the Schedules.

5 **SERVICES**

- 5.1. The Influencer shall do all things as are necessary so that the Services are supplied in accordance with, and fully meet and comply with:
 - 5.1.1. Good Industry Practice;
 - 5.1.2. all Applicable Law;