

## INFLUENCER AGREEMENT

This Agreement, executed on \_\_\_\_\_, 20\_\_\_, is entered into by and between:

Lunex Technology LTD (hereinafter referred to as the “Company”). Located in Unit 9D Beds, Industrial Park, Old bridge Way, Shefford SG17 5HQ, United Kingdom

and:

\_\_\_\_\_ (hereinafter, the “Influencer”). Located in \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company and Influencer may be referred to collectively as the “Parties.” For good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

**1. Appointment.** The Company would like the Influencer’s assistance in promoting for the limited purpose certain brands and brand content from the date of execution of this Agreement through and including the date(s) of performance (“the Term”) via Influencer social media accounts. Specific details and requirements of the promotion are outlined and accepted by Parties in Appendix A. The Company 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 one year and shall automatically renew for additional one-year terms thereafter unless either party provides thirty days prior written notice of its intention of nonrenewal.

**3. Deliverables.** The Influencer agrees to deliver the agreed number of posts on the agreed platforms on behalf of the Company according to the schedule and guidelines specified by the Company in Appendix A. The Deliverables shall conform to the specifications and instructions of the Company and abide by the rules of the relevant social media platforms, and are subject to the Company’s acceptance and approval. The Company has a maximum of 10 days to reject any deliverable in accordance with this Section and must notify the Influencer within 7 days of receipt of work that additional revisions and/or amendments will be requested.

**4. Cancellation.** Either party may terminate this agreement upon ten days prior written notice if the other party breaches this agreement and does not cure such breach within such time period. In addition to any right or remedy that may be available to the Company under this agreement or applicable law, In addition, in the event that the Influencer has breached this agreement, the Company may:

- i. immediately suspend, limit or terminate the Influencer's access to any Company account
- ii. instruct the Influencer to cease all promotional activities or make clarifying statements, and the Influencer shall immediately comply.

Either party may terminate this agreement at any time without cause upon thirty days prior written notice to the other party.

**5. License.** Company grants to Influencer a temporary license to use the Brand Affiliates name and promotional materials as may be necessary to achieve the promotional purpose but only in compliance with the Guidelines and only to achieve the promotional purpose as described in the Appendix A. Influencer grants to Company a perpetual license to use Influencer's name and likeness in all media including Company website and the brand website and on social media sites and in all formats of print and digital media advertising.

**6. Items to Avoid in Influencer Posts:** The Influencer agrees to avoid mentioning the following agreed competitors of The Company: Greenpower, Ztech. The Influencer agrees to abide by all guidelines set in the Brand Rule Guidelines. (For example, all blog posts, social media statuses, tweets, and/or comments should be in good taste and free of inappropriate language and/or any content promoting bigotry, racism or discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age).

**7. Approval and Content Origination:** The Influencer understands that all promotions and products they promote as part of this agreement are controlled by the Company. The Influencer assumes all responsibility for verifying that the campaign materials used meet the Company's approval.

**8. Confidentiality and Exclusivity.** The Influencer agrees that he/she will not use, disclose, communicate, copy or permit the use or disclosure of any confidential information provided by Company to any third party in any manner whatsoever except to the existing employees of the Company. Upon termination of this Agreement or upon the request of the Company, the Influencer will return to the Company all of the confidential information, and all copies or reproductions thereof, which are in Influencer's possession or control. The Influencer agrees that during the tenure of this contract, and for a three-month term afterward, the Influencer will not undertake influencer marketing for a competitor in the same vertical as the Company.

**9. Compensation.** In full consideration of the Influencer's performance, his / her obligations and the rights granted herein, the Influencer shall receive Company product's free of charge,

specified in Appendix A. The Influencer will perform the services at his/her own expense and use his/her own resources and equipment. The Influencer acknowledges that the agreed upon compensation represents the Influencer's entire compensation with respect to this agreement and the Company shall have no other obligation for any other compensation to or expenses or costs incurred by the Influencer in connection with the performance of its obligations under this agreement.

**10. Material disclosures and compliance with FTC Guidelines.** When publishing posts/statuses about the Advertiser's products or services, the Influencer must clearly disclose his/her "material connection" with the Company, including the fact that the Influencer was given any consideration, was provided with certain experiences or is being paid for a particular service. The above disclosure should be clear and prominent and made in close proximity to any statements that the Influencer makes about the Company or the Company's products or services. 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, e.g. #sponsored. The Influencer's statements should always reflect the Influencer's honest and truthful opinions and actual experiences. The Influencer should only make factual statements about the Company or the Company's products which the Influencer knows for certain are true and can be verified.

**12. Force Majeure.** If either party is unable to perform any of its obligations by reason of fire or other casualty, strike, act or order of public authority, act of God, or other cause beyond the control of such party, then such party shall be excused from such performance during the pendency of such cause.

**13. Independent Contractor.** The Influencer is retained as an independent contractor of the Company. 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.
- ii. The Influencer is a self-employed individual, who performs services similar to the services outlined in appendix A for various entities and individuals other than the Company.

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 Company.

**14. Choice of Law.** This Agreement shall be construed and enforced pursuant to the laws and decisions of the United Kingdom.

Appendix A.

**Specific details and requirements of the promotion**

1. As specified in the Agreement, the Influencer is granted limited usage of brand name: Velobike for the purpose of their content.
2. According to Agreement, the Influencer has received products of the Company:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Influencer agrees to feature and promote brand name and Company product in content regarding: Disability, Mobility Scooters, Outdoors Activity
4. Influencer agrees to add backlinks in videos featuring product and brand name. This includes main website hyperlink as well as product sublink found under domain: <https://velobike.co.uk>
5. Influencer agrees to create deliverables featuring Company brand and product in number of at least one video per month
6. Influencer will feature Company brand name and product on specified social media accounts:  
  
\_blog: \_\_\_\_\_  
\_facebook: \_\_\_\_\_  
\_twitter: \_\_\_\_\_  
\_instagram: \_\_\_\_\_  
\_youtube: \_\_\_\_\_
7. The influencer will add Hashtags: #sponsored or #ad in any content that is created with the sole purpose of promoting received Company products.
8. The Company will retain all rights to repost Influencer content on its website and related social media accounts.

**Brand Rule Guidelines**

1. The Influencer agrees to not associate the brand name of the Company with other mobility scooter brands or third party companies in a way which might cause any harm to the Company.
2. The influencer agrees that the content in which Velobike brand is mentioned will be free of inappropriate language and/or any content promoting bigotry, racism or discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age)