



Influencer Agreement

This Influencer Agreement ("Agreement") is entered into this 28th day of August 2023, by and between the Advertiser (Bravadas) and the Influencer (Lorena Calderon).

The Advertiser and the Influencer agree:

1. Appointment. The Advertiser would like the Influencer's assistance in promoting / offering / selling the Advertiser 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. Deliverables.

The Advertiser will provide the Influencer with a **Raquel Welch or Jon Renau wig (a \$1000 USD or less retail value)** that will be determined in conjunction with a Bravadas stylist *after* the contract is signed.

In exchange, the Influencer will deliver **one (1) 60-second (or less) Instagram reel, and three (3) Instagram stories**, with appropriate tags on behalf of the Advertiser (**@BravadasDallas**). The content should feature the product and should be spread out throughout the month of November.

If music is included in the reel that is not copyright free, the Influencer agrees to allow The Advertiser to change the music when sharing the post on The Advertiser's own platforms.

Lastly, each post **must** be made on a weekday (i.e. Monday through Friday) during November 2023.

3. Cancellation. Either party may terminate this agreement upon ten days prior written notice.

4. Collateral Details. The Advertiser shall provide the suggested content and entrust the professional influencer to speak to your audience best suited to your brand.

5. Items to Avoid in Influencer Posts: The Influencer agrees to avoid bigotry, racism or discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age. All comments should be in good taste and free of inappropriate language.

6. Confidentiality and Exclusivity. During the course of the Influencer's performance of services for the Advertiser, the Influencer will receive, have access to and create documents, records and information of a

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confidential and proprietary nature to the Advertiser and customers of the Advertiser. 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 territory** as the Advertiser.

7. Barter. The Influencer acknowledges that the agreed upon barter represents the Influencer's entire barter with respect to this agreement and the Advertiser 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.

8. Material disclosures and compliance with FTC Guidelines. 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 Advertiser or the Advertiser's products which the Influencer knows for certain are true and can be verified.

9. 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.

10. 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, who performs services similar to the services outlined in the attached Schedule of Services for various entities and individuals other than the Advertiser.

11. Choice of Law. This Agreement shall be construed and enforced pursuant to the laws and decisions of Florida.

12. Copyright. The Advertiser will reserve the right to distribute and manipulate the content across all platforms and accounts as needed, as well as retain the right to use the content indefinitely.

A handwritten signature in black ink, appearing to be "Lorena Calderon", is written over a horizontal line.

13th Avenue Media 8/28/23

13th Ave Media (on behalf of Bravadas)/Date

Lorena Calderon (Influencer)/Date