

Influencer Agreement

This Influencer Agreement (this “**Agreement**”), dated as of **YYYY-MM-JJ** (the “**Effective Date**”), is entered into by and between 9336-4131 Québec Inc. (d.b.a. Landish Food Company, hereafter “**Company**”) and [LEGAL NAME][, professionally known as [INFLUENCER NAME]], an individual with a residence at [ADDRESS] (“**Influencer**”).

WHEREAS, Influencer has the capability and capacity to provide media advertising, marketing, promotion, and other influencer services; and

WHEREAS, Company desires to retain Influencer to provide such services under the terms and conditions hereinafter set forth, and Influencer is willing to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Influencer (hereinafter, collectively, the “**Parties**”, or each, individually, a “**Party**”) agree as follows:

1. Services. Influencer shall provide to Company the social media and other media advertising and marketing services described in Exhibit A (the “**Services**”).

Influencer shall provide the Services: (a) in accordance with all applicable laws, rules, regulations, and codes as well as the terms and subject to the conditions set forth in this Agreement; (b) using personnel of required skill, experience, and qualifications; (c) in a timely and professional manner; (d) in accordance with the highest generally recognized industry standards for similar services; (e) devoting adequate resources to meet its obligations under this Agreement; and (f) to the reasonable satisfaction of Company.

2. Social Media Posts. During the Term, all social media posts (“**Posts**”) by Influencer will conform to the specifications and instructions provided from time to time by Company together with necessary briefing materials for each applicable campaign (the “**Campaign Materials**”). All Posts will meet the following requirements:

(a) Posts must comply with the Competition Bureau of Canada’s (the “**Competition Bureau**”) influencer marketing guidelines (the “**Bureau’s Influencer Marketing Guidelines**”) and the Ad Standards Canada’s (the “**ASC**”) Influencer Marketing Disclosure Guidelines (the “**ASC Influencer Marketing Guidelines**”), and, when applicable, the United States Federal Trade Commission’s (the “**FTC**”) Guides Concerning Endorsements and Testimonials, for which links are provided in Exhibit B. Influencer agrees to participate in any training required by Company with respect to compliance with the Bureau’s Influencer Marketing Guidelines and the ASC Influencer Marketing Guidelines. Influencer must clearly and conspicuously disclose “material connection” with Company, making it clear that Influencer is a paid influencer and, when applicable, has received free products, services or travel. For static posts, the disclosure must appear in the caption as part of the main message and not buried in hashtags to ensure it is clearly and prominently visible at first glance. For character-limited posts, the brand and the disclosure must be clearly visible despite the space limitation, and each post must have its own disclosure. For video posts, the disclosure must be placed at the beginning of the video (within the first 30 seconds) and included in the video description or caption. For stories, the disclosure must appear at the beginning of the story and be verbally mentioned or displayed visually. For blogs, the disclosure of the material connection must be written out and made before a URL. Influencer may not bury the disclosure in a link or place the disclosure in a string of hashtags or other disclosures. If a platform does not allow for a clear and conspicuous disclosure, Influencer should not use that platform.

(b) Posts should only make factual statements about Company and its products and services, which Influencer knows for certain are true and can be proven or verified. In the Campaign Materials, when applicable, Company will provide Influencer with a list of verified factual statements that Influencer may use in the Posts.

(c) Although Company wants Influencer’s Posts to be authentic and based on Influencer’s own opinions, beliefs, and experiences, Influencer’s Posts should rely on the Campaign Materials to accurately use Company’s trademarks, and describe Company’s campaigns, products and services.

(d) Posts will be original and created solely by Influencer.

- (e) Posts will not include the intellectual property of other parties, including any third-party music, photographs, images, videos, artwork, trademarks, logos, or slogans.
- (f) Posts will not include any person, or personal information about anyone, other than Influencer unless Company gives prior written approval and have the persons at issue sign a release provided by Company.
- (g) Posts will comply with the rules of the applicable social media platforms.
- (h) Posts will comply with Company's standards of conduct set out in **Exhibit B** and any other policies provided to Influencer by Company.
- (i) Posts will comply with all applicable laws, rules, and regulations.

3. Monitoring Posts. Influencer understands that Company will be monitoring Posts for compliance with this Agreement. Company has the right to address non-compliant Posts by taking any of the following actions alone or in combination:

- (a) Requiring Influencer to fix the Post.
- (b) Fixing the Post itself or through one of its agencies.
- (c) Withholding any applicable payment due for the Services.
- (d) Terminating the Agreement under **Section 11(a)** for a material breach.

4. Ownership; Grant of Rights.

Influencer will own and retain all right, title, and interest in and to the Posts, subject to the licence granted to Company in this paragraph. Company will own and retain all right, title, and interest in and to all derivative works of the Posts made by Company, or by any third party for Company's benefit subject to Influencer's rights in the underlying Posts. Influencer hereby grant to Company and its affiliates, and each of its respective direct and indirect licensees, successors, and assigns, an exclusive, perpetual, irrevocable, freely transferable and sublicensable, fully paid-up and royalty-free right and licence to use the Posts, including all copyrights and other intellectual property rights therein and all renewals and extensions thereof, in all formats and media, whether now known and existing or hereafter discovered or developed, throughout the universe, for all or any purposes whatsoever. For purposes of clarity and without limiting the foregoing, Influencer agrees that this licence gives Company the right: (a) to modify, edit, combine with other materials, translate, include in collective works, and otherwise create derivative works of the Posts; and (b) to reproduce, perform (publicly or otherwise), display (publicly or otherwise), and transmit the Posts, including any derivative works of the Posts, in whole or in part.

5. Use of Influencer Name, Likeness, and Information. Influencer hereby grant to Company and its affiliates, and each of its respective direct and indirect successors, licensees, and assigns, the right to use Influencer's name, image, likeness, and biographical, professional, and other identifying information (including information provided to Company by Influencer and any other information about Influencer that is publicly available) provided by Influencer from time to time (collectively, "**Likeness**") in connection with the the Posts, and any derivative works we make from the Posts, including to advertise and promote the same or any product or service that features or includes at least one of the Posts or a derivative work of a Post, in whole or in part. Influencer waives the right to inspect or approve any use of your Likeness as contemplated in this Agreement.

6. Payment. Provided Influencer is in full compliance with its obligations hereunder, Company shall pay Influencer the fees set forth in **Exhibit A**. Influencer acknowledges that the agreed upon compensation represents Influencer's entire compensation with respect to this Agreement, and Company shall have no other obligation for any other compensation other than for reasonable expenses preapproved expressly in writing by the Company and incurred and substantiated by Influencer in the performance of the Services.

7. Confidentiality. Influencer understand that Influencer may be exposed to information about Company's products, services, advertising campaigns, marketing strategies, and ideas that may not have been disclosed to the public (collectively,

the “**Confidential Information**”). Influencer agrees to maintain the confidentiality of all Confidential Information disclosed to Influencer by Company (or which otherwise becomes available to Influencer) in connection with the Services and will hold all Confidential Information in strict confidence. Influencer further agrees to refrain from disclosing or using Confidential Information for any purpose other than as expressly agreed in writing by the Company. The obligation to maintain the confidentiality of Confidential Information shall survive termination of this Agreement and continue for fifty (50) years, or for as long as the Company, in its sole discretion, deems such Confidential Information to remain confidential, whichever is longer. After the initial fifty (50) years, the Confidential Information shall be deemed confidential indefinitely unless the Company expressly provides written notice stating otherwise.

8. Representations and Warranties. Influencer represent and warrant that

- (a) the Posts:
 - (i) shall be Influencer’s sole and original creations;
 - (ii) have not been, and prior to their original publication will not have been, published or otherwise made publicly available, in whole or in part;
 - (iii) shall not be libelous or otherwise defamatory; and
 - (iv) shall not, and their use by Company will not, infringe or otherwise violate any right of any third party, including any copyright, trademark, patent, trade secret, or other intellectual property right, or any right of personality, publicity, or privacy, and that you have obtained all appropriate permissions, consents, and clearances in such respect.
- (b) Influencer has obtained any applicable permits, licences, and consents to legally enter into this Agreement, and to provide Company with the Services contemplated hereunder, including the making and publishing of any of the Posts.
- (c) Influencer has not and will not do anything that does or could bring the Company, or any of our brands, products, or services into disrepute or into a scandal, or would otherwise negatively affect our reputation and influence, including through any misconduct or reprehensible behaviour that is immoral, is socially condemned, constitutes sexual misconduct, or is subject to a criminal conviction.

9. Indemnification. Influencer agrees to indemnify, defend, and hold harmless Company, its affiliates, and their respective officers, directors, employees, agents, mandataries, successors, and assigns, from and against any claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including legal fees and disbursements, arising from or relating to any breach by Influencer of Influencer’s representations, warranties, or other obligations hereunder.

10. Termination.

- (a) Influencer may terminate this Agreement if Company commits a material breach of this Agreement and fail to cure the breach within ten (10) days of receiving notice of the breach. Company may terminate this Agreement either (i) immediately upon written notice to the Influencer, or (ii) for convenience, at any time, in its sole discretion, upon providing the Influencer with three (3) days’ advance written notice. To avoid any doubt, failure of a Post to comply with the requirements of Section 2 is a material breach.
- (b) Company may terminate this Agreement immediately on written notice if:
 - (i) Influencer commits or is alleged to have committed any criminal act or other act involving moral turpitude, drugs, or felonious activities;
 - (ii) Influencer commits any act or become involved in any situation or occurrence which brings Influencer into public disrepute, contempt, scandal, or ridicule, or which shocks or offends the

community or any group or class thereof, or which reflects unfavorably upon Company or reduces the commercial value of Company's association with Influencer;

(iii) in the event of a material breach of this Agreement by the Influencer; or

(iv) information becomes public indicating that the Influencer has, in the past, engaged in conduct as described in (i) or (ii).

(c) Influencer may terminate this Agreement for convenience, at any time, in its sole discretion, upon providing the Influencer with ninety (90) days' advance written notice.

(d) Company may terminate this Agreement for convenience, at any time, in its sole discretion, upon providing the Influencer with three (3) days' advance written notice.

11. Relationship of the Parties.

The Influencer is an independent contractor and not an employee, agent, mandatary, partner, or joint venturer of the Company, has no authority to bind the Company without prior written consent, is solely responsible for all tax and regulatory obligations, including any withholdings, remittances, or registrations, is not eligible for Company employee benefits, and shall indemnify Company against any liabilities related to the foregoing.

12. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Quebec, in the judicial district of Montreal (Quebec), for any actions, suits, litigation or proceedings arising out of or relating to this Agreement.

(b) Intervening Party. If the Influencer is a corporation or other entity, the individual who owns or controls the entity (the "**Intervening Party**") personally guarantees all obligations and makes all representations and warranties under this Agreement as if they were a party to it. Moreover, whenever this Agreement refers to obligations, actions, or representations that obviously pertain to a human, such as those involving personal services, likeness, image, name, or conduct, it is understood that these provisions apply directly to the Intervening Party, who shall fulfill these obligations personally.

(c) Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties regarding all subject matters set forth herein, and supersedes all prior and contemporaneous negotiations, understandings, representations and warranties and agreements between the Parties (both written and oral) with respect to such subject matters. This Agreement may not be modified except by a written agreement that is signed by an authorized representative of Company.

(d) Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(e) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party without the prior written consent of the non-assigning Party. Any purported assignment without such consent shall be null and void and unenforceable. No assignment shall relieve the assigning Party of any of its obligations hereunder.

(f) Waivers. No waiver by any Party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof.

(g) Successors and Assigns. This Agreement is for the sole benefit of the Parties hereto and their respective affiliates, subsidiaries and parent corporations and each of their respective successors and permitted assigns and is binding upon the Parties, and their respective affiliates, subsidiaries and parent companies and their respective successors and permitted assigns.

(h) Notice. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) must be in writing and addressed to the relevant Party at its address set forth in the preamble to this Agreement (or such other address such Party specifies in accordance with this Section). All Notices shall be delivered personally or sent prepaid by nationally recognized courier, facsimile or email of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid), and are effective only: (a) upon actual receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

(i) Counterparts. This Agreement may be executed in any number of counterparts and by each Party on separate counterparts. Each counterpart is an original and all counterparts taken together constitute one and the same instrument. A counterpart may be delivered by facsimile, e-mail attachment (PDF document), or other electronic means, which shall be as effective as hand delivery of the original executed counterpart.

(j) Language. The Parties confirm that it is their express wish that this Agreement, as well as any other documents relating to this Agreement, including Notices to be made hereunder, have been and shall be drawn up in the English language only. *Les parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis envoyé sous son égide, soient rédigés en langue anglaise seulement.*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

9336-4131 QUÉBEC INC.

[INFLUENCER]

By :

Name :

Title:

Name :

WITH THE INTERVENTION of the Intervening Party:

[INFLUENCER]

Name :

EXHIBIT A

Services and Fees

Services:

[Describe specific services, platforms to use, dates, metrics, types of campaigns and ads, etc.]

Fees:

[Describe fees for the above Services; Services and Fees can also be presented as a table]

EXHIBIT B

Standards of Conduct

With respect to promotional messages, photos, or other communications made on social media platforms about Company and its products services or brands, all influencers must adhere to the following standards:

- Influencer must comply with the Competition Bureau’s [Influencer marketing and the Competition Act](#), The [Deceptive Marketing Practices Digest - Vol. 4](#), The [Deceptive Marketing Practices Digest – Vol. 5](#), The [Deceptive Marketing Practices Digest – Vol. 6](#), The [Deceptive Marketing Practices Digest – Vol. 7](#), [False or Misleading Representations and Deceptive Marketing Practices](#) and [Compliance Portal, Deceptive marketing practices](#) (collectively the “**Competition Bureau Guidelines**”), and Ad Standards Canada’s [Influencer Marketing Disclosure Guidelines](#), and, when applicable, the Federal Trade Commission’s (the “**FTC**”) [Guides Concerning the Use of Endorsements and Testimonials in Advertising](#) and the [FTC’s Endorsement Guides: What People Are Asking](#) (the “**FTC Endorsement Guides**”), including making:
 - statements that reflect Influencer’s honest beliefs, opinions, and experiences; and
 - clear and conspicuous disclosure about Influencer’s connection to Company in all of Influencer’s posts.
- To better understand Influencer’s responsibilities under the Competition Bureau Guidelines, Influencer must review:
 - [News Release, Influencer marketing: businesses and influencers must be transparent when advertising on social media](#), Competition Bureau, December 19, 2019;
 - [News Release, Competition Bureau takes action to stop weight loss claims by seller of ‘WeightOFF Max!’ and ‘Forskolin Nx’](#), Competition Bureau, March 11, 2020;
 - [Statement from the Commissioner of Competition regarding enforcement during the COVID-19 coronavirus situation](#), Competition Bureau, March 20, 2020;
 - [News Release, Competition Bureau cracking down on deceptive marketing claims about COVID-19 prevention or treatment](#), Competition Bureau, May 6, 2020; and
 - [Performance claims: Insights for marketers from the Competition Bureau](#), Canadian Marketing Association, January 13, 2021.
- To better understand Influencer’s responsibilities under the FTC Endorsement Guides, Influencer must review:
 - [The FTC’s Endorsement Guides: What People Are Asking](#);
 - [FTC: The Do’s and Don’ts for Social Media Influencers](#);
 - [FTC: Disclosures 101 for Social Media Influencers](#); and
 - [FTC: Advice for Social Media Influencers](#).
- Influencer shall not:
 - make deceptive or misleading claims about Company’s products, services or Company’s competitors’ products or services;
 - make any claims about Company’s products, services or Company’s competitors’ products or services that are not backed up by evidence;
 - disclose any of Company’s confidential information;
 - disparage Company or Company’s brands, products or services;
 - engage in any communication that is defamatory or infringes upon the copyright, trademark, privacy, personality, publicity, or other intellectual property rights of others;
 - offer for sale or solicit products on behalf of Company;
 - make offensive comments that have the purpose or effect of creating an intimidating or hostile environment;

- post content that promotes bigotry, racism, or discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age;
- use ethnic slurs, personal insults, obscenity, or other offensive language; and
- make any comments or post any content that in any way promotes unsafe activities that could lead to an unsafe situation involving Company's consumers or other individuals.
- Influencer must adhere to:
 - the posted policies, guidelines, and terms of use on any platform on which Influencer posts content on behalf of Company, understanding that any of these platforms' disclosure requirements about Influencer's connection to Company do not necessarily satisfy the Competition Bureau and ASC disclosure requirements; and
 - any additional guidelines provided by Company, such as product, service or brand-specific program requirements.
- Influencer must not create fake followers or engagement on social media platforms, such as:
 - buying followers;
 - using bots to grow audience size by automating account creation, following, commenting, and liking; or
 - post fake sponsored content.
- Influencer agrees to comply at all times with Company's Privacy Policy, as updated from time to time.