

INFLUENCER AGREEMENT

This Agreement, executed on _____, 20___, is entered into by and between Art PM Inc., with an address of 833 N Western ave, Chicago, IL 60622 (hereinafter referred to as the “Company”) and _____ model with an address of _____ (hereinafter, the “Influencer”).

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. ENGAGEMENT. Company hereby engages Influencer from the date of execution of this Agreement through and including the date(s) of performance (“the Term”) for the limited purpose of promoting certain brands and brand content, through the Influencer’s social media outlets. The nature of the brand content to be promoted and the specific details and requirements of the promotion is outlined in the attached Schedule A. During the Term, Influencer agrees to be engaged for the purpose of promoting the brand content. Company hereby appoints 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. Influencer will deliver the agreed number of posts on the agreed platforms on behalf of Company as outlined in Schedule A. The Services shall conform to the specifications and instructions of Company as outlined in Schedule B, abide by the rules of the relevant social media platforms, and are subject to Company’s acceptance and approval. Company has a maximum of 10 days to reject any deliverable in accordance with this Section and must notify Influencer within 10 days of receipt of work that additional revisions and/or amendments will be requested.

4. OWNERSHIP. Influencer acknowledges and agrees that Company for the purpose of performing the Services under this Agreement shall own, exclusively and in perpetuity, all rights of whatever kind and character, throughout the universe and in any and all languages, in and to the videos, photographs, text and/or all works of similar nature produced, developed, or created by Influencer for this Agreement, and any and all intellectual property rights thereto, including trademarks, trade secrets, trade dress, design, mask work, copyrights, and patent rights (collectively, the “Content”), including the right to sublicense the Content to Company’s brand partners (the “Brand Affiliates”) . Notwithstanding the foregoing, Influencer may delete posts from his/her owned and/or controlled social media channels containing any Content after a period of thirty (90) days from post date.

5. USAGE. Company shall cause Influencer to grant to Company and to Brand Affiliates a limited, non-exclusive, royalty free, right and license to feature Content generated by Influencer as part of the Campaign (including influencer’s name and likeness) on Company’s and Brand

Affiliates owned and controlled social media platforms and within third party digital and broadcast platforms and print platforms including but are not limited to: ad networks, email marketing, paid search listings, television, radio, newspapers, magazines and brochures, Facebook, Instagram, Twitter, Tumblr, YouTube, Pinterest, Vine, Google+ and website blogs during the term of this Agreement and for a period of twelve (12) months thereafter.

6. 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 Schedule 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.

7. CANCELLATION. Company may terminate this agreement upon fourteen (14) days prior written notice if the other party breaches this agreement and does not cure such breach within such time period. In the event that Influencer has breached this agreement, Influencer shall be liable for full cost of services received as a compensation.

8. CONFIDENTIALITY AND EXCLUSIVITY. Influencer agrees it will use the Confidential Information only for purposes of performing its obligations under the Agreement and shall not transfer or otherwise disclose the Confidential Information to any third party except as expressly permitted by the Agreement.

9. COMPENSATION. Compensation. The work performed by Influencer shall be compensated according to the compensation plan as set forth in Schedule A, and shall not exceed the total amount specified in Schedule A.

10. 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.

11. INDEPENDENT CONTRACTOR. Influencer is retained as an independent contractor of the Company. Influencer acknowledges and agrees that (i) Influencer is solely responsible for the manner and form by which Influencer performs under this Agreement, and (ii) Influencer is a self-employed individual, who performs services similar to the services outlined in Schedule A for various entities and individuals other than Company. Influencer is responsible for the withholding and payment of all taxes and other assessments arising out of Influencer's performance of services, and neither Influencer nor any of Influencer's employees or independent clients shall be entitled to participate in any employee benefit plans of the Company.

12. REPRESENTATIONS AND WARRANTIES. Parties represent and warrant to each other that each is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between any third party.

13. GENERAL TERMS. If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law. This Agreement may not be assigned by either party without the prior written consent of the other, and any such purported assignment shall be void. This Agreement is made in Illinois and shall be construed and interpreted in accordance with the law of Illinois, applicable to contracts made and to be performed entirely therein. This document is a complete and exclusive statement of the terms of this agreement and may not be changed orally but only by writing signed by both parties. Please acknowledge your agreement by signing below and returning a copy to us.

14. LIABILITY. The Company shall not be responsible for any costs incurred by the Influencer, including, without limitation, any and all fees and expenses.

We look forward to a mutually rewarding relationship.

Influencer Name

Daria Pochesna, president

Signature and Date

Signature and Date

**SCHEDULE A
SCOPE OF WORK**

Compensation (service provided): _____

Value (\$) : _____

Touch-up included: yes/no

Deliverables:

Initial Appointment

- 1 IG story before the appointment
- 4 IG stories during the appointment
- 1 post with review ON Day 1 after an appointment
- 1-2 IG story a day on Day 2, 3 and 4 after the appointment with review/healing
- 1 IG story on Day 7 with healing progress
- 1 IG story on day 14 with healing progress/review
- 2 IG stories a month for the next 12 months
- 2 tags on a post a month for the next 12 months

Touch-up

- 1 IG story before an appointment
 - 2 IG stories during an appointment
 - 1-2 IG story a day on Day 2, 3 and 4 after the appointment with review/healing
 - 1 IG story on Day 7 with healing progress
 - 1 IG story on day 14 with healing progress/review
- Share your post and story insights with each tag for us to analyze the campaign performance.

IN THE EVENT THAT INFLUENCER HAS BREACHED THIS AGREEMENT, INFLUENCER SHALL BE RESPONSIBLE FOR THE COST OF SERVICES PROVIDED BY THE COMPANY (up to 100%).