



Influencer Contract

Month Date, Year

INFLUENCER AGREEMENT

This Influencer Agreement ("Agreement") is entered into this XXth day of Month, Year, by and between Mauna Loa Helicopter Tours and (the Influencer Name)

Mauna Loa Helicopter Tours and the Influencer agree:

- 1. Appointment.** Mauna Loa Helicopter Tours would like the Influencer's assistance in creating content / promoting / offering / selling Mauna Loa Helicopter Tours 's products via their social media accounts. Any content created as a result of this agreement remains the property of Mauna Loa Helicopter Tours. Mauna Loa Helicopter Tours hereby appoints the Influencer as its representative on a non-exclusive, non-employee basis to endorse and promote its services to the target audience in exchange for a helicopter tour on the island of (Name)
- 2. Deliverables.** The Influencer will create content (video or still) and deliver the agreed number of posts on the agreed platforms on behalf of Mauna Loa Helicopter Tours according to the delivery schedule specified by Mauna Loa Helicopter Tours . The Services shall conform to the specifications and instructions of Mauna Loa Helicopter Tours as outlined in detail in the attached Schedule of Services, abide by the rules of the relevant social media platforms, and are subject to Mauna Loa Helicopter Tours 's acceptance and approval. Mauna Loa Helicopter Tours has a maximum of XX days to reject any deliverable in accordance with this Section and must notify the Influencer within XX days of receipt of work that additional revisions and/or amendments will be requested.
- 4. Cancellation.** Mauna Loa Helicopter Tours may terminate this agreement at any time if the Influencer breaches this agreement and does not cure such breach within an agreed time period. In addition to any right or remedy that may be available to Mauna Loa Helicopter Tours



under this agreement or applicable law, In addition, in the event that the Influencer has breached this agreement, Mauna Loa Helicopter Tours may (i) immediately suspend, limit or terminate the Influencer's access to any Mauna Loa Helicopter Tours account and/or (ii) instruct the Influencer to cease all promotional activities or make clarifying statements, and the Influencer shall immediately comply.

5. Collateral Details. Mauna Loa Helicopter Tours shall provide a helicopter tour to enable the Influencer to perform the influencer marketing services. If the Influencer has obtained employees or agents (the "Influencer Personnel"), the Influencer shall be solely responsible for all costs associated with the Influencer Personnel.

6. 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 Mauna Loa Helicopter Tours . The Influencer assumes all responsibility for verifying that the campaign materials used meet Mauna Loa Helicopter Tours 's approval.

8. Confidentiality and Exclusivity. During the course of the Influencer's performance of services for Mauna Loa Helicopter Tours , the Influencer will receive, have access to and create documents, content , records and information of a confidential and proprietary nature to Mauna Loa Helicopter Tours and customers of Mauna Loa Helicopter Tours . The Influencer acknowledges and agrees that such information is an asset of Mauna Loa Helicopter Tours or its clients, is not generally known to the trade, is of a confidential nature and, to preserve the goodwill of Mauna Loa Helicopter Tours and its clients must be kept strictly confidential and used only in the performance of the Influencer's duties under this Agreement. The Influencer agrees that he/she will not use, disclose, communicate, copy or permit the use or disclosure of any such information to any third party in any manner whatsoever except to the existing employees of Mauna Loa Helicopter Tours or as otherwise directed by Mauna Loa Helicopter Tours in the course of the Influencer's performance of services under this Agreement, and thereafter only with the written permission of Mauna Loa Helicopter Tours . Upon termination of this Agreement or upon the request of Mauna Loa Helicopter Tours , the Influencer will return to



Mauna Loa Helicopter Tours 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 Mauna Loa Helicopter Tours .

9. Compensation. In full consideration of the Influencer's performance, his / her obligations and the rights granted herein, the Influencer shall be compensated at the amount agreed upon between the Influencer and Mauna Loa Helicopter Tours . Under normal circumstances this will take the form of a free helicopter tour in exchange for agreed deliverables from the Influencer. The Influencer will otherwise 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 Mauna Loa Helicopter Tours 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.

The Influencer should only make factual statements about Mauna Loa Helicopter Tours or Mauna Loa Helicopter Tours 's products which the Influencer knows for certain are true and can be verified.

11. Performance Security: In order to secure your flight with Mauna Loa Helicopter Tours , the Influencer will need to provide a valid credit card , passengers names and weights. All passengers tickets will be paid in full and subsequently refunded once there is an agreement that the influencer has performed according to the agreement in terms of deliverables and timing.

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 Mauna Loa Helicopter Tours . 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 Mauna Loa Helicopter Tours .

14. Choice of Law. This Agreement shall be construed and enforced pursuant to the laws and decisions of Hawaii / USA.

Signed _____

Name _____

Date _____