

**INFLUENCEER**

**SERVICES AGREEMENT**

**THIS AGREEMENT** is dated: [ ]

**BETWEEN:**

1. **[ ]**, a company incorporated under the laws of [ ] with registration number [ ] and having its registered office address at [ ] (“**Customer**”); and
2. **[ ],** a company incorporated under the laws of [ ] with registration number [ ] and having its registered office address at [ ] (“**Influencer**”).

(collectively, the “**Parties**” and each, a “**Party**”).

**RECITALS**

1. The Customer is a [●] and wishes to purchase certain Services in connection with its business.
2. The Influencer is a supplier of the Services that are contemplated under this Agreement.
3. The Customer wishes to purchase, and the Influencer has agreed to perform, the Services, subject to and strictly in accordance with this Agreement.

**IT IS HEREBY AGREED** as follows:

**PART A | DEFINITIONS & INTERPRETATIONS**

1. **DEFINITIONS**
	1. The defined terms in this Agreement shall have the meaning ascribed to them in **Schedule 1 (Definitions).**
2. **INTERPRETATION**
	1. In this Agreement, the following rules of interpretation shall apply:
		1. acceptance by a Party under this Agreement shall not be deemed to waive the other Party’s obligation to fully perform all associated obligations under or in connection with this Agreement;
		2. a reference to a Clause or Paragraph is a reference to the clause or paragraph of this Agreement;
		3. references to a “day”, “month” or “year” are references to a “day”, “month” or “year” of the Gregorian calendar; and
		4. a reference to “including” shall be deemed to be one without limitation.
3. **TERM**
	1. This Agreement shall commence on the Agreement Date and end upon expiration of the Term unless terminated earlier in accordance with Clauses 14 or 15.
4. **PRECEDENCE**
	1. If there is any conflict, ambiguity or inconsistency between any parts of this Agreement, the following order of precedence shall apply:
		1. the Clauses; and
		2. the Schedules.
5. **SERVICES**
	1. The Influencer shall do all things as are necessary so that the Services are supplied in accordance with, and fully meet and comply with:
		1. Good Industry Practice;
		2. all Applicable Law;
		3. the Customer Policies;
		4. all Instructions (if any); and
		5. this Agreement.
6. **WARRANTIES & REPRESENTATIONS**
	1. The Influencer warrants and represents to the Customer that:
		1. this Agreement shall constitute valid and binding obligations on the Influencer;
		2. it shall obtain and maintain in force and shall at all times comply with all necessary Approvals as required under this Agreement and under Applicable Law;
		3. it will comply with Applicable Law and Customer Policies and Good Industry Practice;
		4. the Customer’s receipt, utilisation (including that of its Affiliates), and/or exploitation of any Service during the Term shall not breach any Third Party IPR;
		5. the Services shall be fit for the purpose required by the Customer;
		6. the Influencer Services shall at all times be rendered by the Influencer exercising all due skill, care and diligence, and in compliance with this Agreement; and
		7. the Services shall meet or exceed the Service Levels.
7. **PAYMENT**
	1. Subject to the Influencer’s performance of its obligations in accordance with this Agreement, the Influencer may issue an Invoice to the Customer for payment in accordance with this Agreement and **Schedule 3 (Payment Terms)**.
8. **TAXES**
	1. Subject to the following provisions in this Clause 9, all amounts specified in this Agreement shall be inclusive of all Taxes.
	2. The Parties acknowledge and agree that the Charges shall be inclusive of VAT and where VAT is required to be paid, the Party liable to pay VAT shall bear the cost of any VAT payments.
9. **TITLE**
	1. The Client shall, at its cost and expense, arrange for the delivery and installation of the Products to the Show Villa.
	2. Without prejudice to its other rights under this Agreement, Title to the Products shall only pass and vest in and become the absolute unencumbered property of the Customer upon:
		1. payment being made to the Customer in accordance with Clause **Error! Reference source not found.** of **Schedule 3 (Payment Terms); or**
		2. expiration of the Term unless terminated earlier in accordance with Clauses 14, 15 or 17.
	3. The Influencer shall be entitled to utilise the Products to fulfil the Services.
10. **INDEMNITIES**
	1. Subject to Clause 11.3, the Influencer shall fully indemnify the Customer and its Affiliates from and against any and all Claims and/or Losses of whatever nature suffered, sustained or incurred, arising out of or in connection with:
		1. any negligent act, or omission, or wilful misconduct by the Influencer in connection with this Agreement or the Services;
		2. any death, personal injury, physical loss or damage caused by or sustained by the Influencer;
		3. any physical loss or damage to any of the Products;
		4. any Claim brought by a Third Party for a breach of that Third Party’s IPR as a result of the Influencer’s performance under or in connection with this Agreement;
		5. any Claim it receives in connection with a failure to perform the obligations under Clause 21.; and
		6. any Claim it receives in connection with a failure to perform the obligations under Clause ‎22.
	2. Each indemnity in this Agreement is a continuing obligation separate and independent from the Influencer’s other obligations and survives termination of this Agreement.
	3. The Influencer shall not be liable under this Clause 11 to the extent the Claim and/or Loss occurred wholly and directly as a result of the Customer’s gross negligence, misconduct or fraudulent conduct.
	4. This Clause 11 shall survive the expiry or earlier termination of this Agreement.
11. **LIABILITY**
	1. Nothing in this Agreement shall exclude or limit either Party’s liability to the other in connection with:
		1. death or personal injury caused by negligence or willful or reckless misconduct of that Party;
		2. any fraud or fraudulent misrepresentation of that Party;
		3. any liability which cannot be lawfully excluded by that Party; and/or
		4. in the case of the Influencer, a breach of Clause 22 or 23.
	2. The Influencer shall be solely responsible for the loss of and/or damage to any equipment used by it in the performance of its obligations under this Agreement, however caused.
	3. The Influencer accepts liability for damage or loss to the Customer’s physical property and/or equipment, including the Products, caused by it or its Personnel and shall replace it on an “as new” basis.
	4. The Influencer shall be solely responsible and liable for any death or personal injury, loss or damage sustained by the Influencer or its Personnel of any nature whatsoever, in performing its obligations under this Agreement.
12. **LIMITED LIABILITY**
	1. Subject to Clause 12.1 neither Party shall be liable for Indirect Loss under this Agreement.
13. **INSURANCE**
	1. The Influencer shall at all times during the Term insure and keep itself insured with an insurance provider that is acceptable to the Customer, against all insurable liabilities under or in connection with this Agreement.
14. **MUTUAL TERMINATION**
	1. Either Party may serve a Termination Notice to terminate this Agreement with immediate effect if the other Party:
		1. commits a Material Breach;
		2. is prevented from performing its obligations as a result of a Force Majeure Event and to which Clause 18.3 applies; or
		3. ceases to trade or threatens to cease trading.
15. **CUSTOMER TERMINATION**
	1. The Customer may terminate this Agreement at any time and without cause by issuing a Termination Notice to the Influencer giving not less than 30 days’ notice of such termination.
	2. The Customer may issue a Termination Notice to the Influencer terminating this Agreement with immediate effect if the Influencer has breached any applicable Customer Policies.
16. **CONSEQUENCES OF TERMINATION**
	1. Upon receipt of a Termination Notice, the Parties shall promptly (and in any event, within any time frame set out in the Termination Notice):
		1. return all Confidential Information to the Party that disclosed it, or destroy such Confidential Information and provide evidence of destruction where requested;
		2. take all possible action to mitigate any liabilities which may arise as a result of such termination; and
		3. cease performance of the obligations under this Agreement in accordance with, and to the extent specified in, the Termination Notice.
	2. The termination or expiry of this Agreement shall be without prejudice to the rights and remedies of either Party which may have accrued under this Agreement or Applicable Law up to the date of termination or expiry thereof.
	3. The provisions of Clauses 9, 11, 16, 18, 20, 21 shall survive the termination and / or expiry of this Agreement.
17. **FORCE MAJEURE**
	1. Subject to Clause 17.2, no Party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising as a direct result of an established Force Majeure Event.
	2. A Party impacted by a Force Majeure Event shall promptly:
		1. notify the other Party and use reasonable efforts to mitigate the impact of the Force Majeure Event; and
		2. resume the performance of those obligations impacted as soon as reasonably practicable.
	3. Subject to compliance with Clause 17.2, where a Force Majeure Event lasts for more than 30 Days days, the non-impacted Party may terminate this Agreement at its election in accordance with Clause 15.1.
18. **IPR**
	1. The IPR owned by a Party prior to the Agreement Date and made available to the other Party in connection with this Agreement shall remain the absolute property of the granting Party.
	2. Subject to Clause 19.3, any New IPR created by a Party or by the Influencer during the Term of this Agreement shall vest unconditionally and immediately upon its creation with the Customer.
	3. Any New IPR created in respect of the Services or Influencer Services shall become the sole and absolute property of the Customer upon its creation.
	4. For the avoidance of doubt, the Customer shall have the absolute and unconditional right to reuse, repurpose and republish any IPR created in respect of the Services or Influencer Services, including any part of any Posts.
	5. Without prejudice to Clause 9, in the event of an IPR Claim being made against the Customer, the Influencer shall, at the Customer’s election, re-provide the infringing element of the Service so as to remove the basis of the IPR Claim.
19. **DISPUTES**
	1. This Clause 20 relates to all disputes between the Parties other than those pertaining to Invoices which shall be first dealt with in accordance with **Schedule 3 (Payment Terms)**.
	2. If a dispute arises under this Agreement, a Party may give to the other Party a dispute notice requiring its resolution in accordance with this Clause 20.
	3. Each Party must nominate 1 representative from its senior management to resolve the dispute within 10 days after a dispute notice is given.
	4. During a dispute the Parties shall:
		1. continue to perform all of their obligations under this Agreement without prejudice to their position in respect of such dispute, unless the Parties agree otherwise; and
		2. act in good faith and in a fair and equitable manner with a view to resolving the dispute without the requirement for formal proceedings.
	5. If the senior managers designated in Clause 19.3 are unable to reach a resolution within 10 days, then either Party may resolve the dispute by referring the same to the courts under Clause 35.2.
	6. Nothing in this Agreement prevents a Party from seeking interim or interlocutory relief to prevent a breach of, and to compel specific performance by the other Party of this Agreement.
20. **RIGHTS AND REMEDIES**
	1. Unless otherwise stated, the rights and remedies of a Party under this Agreement are cumulative and do not exclude any other right or remedy provided by Applicable Law.
21. **CONFIDENTIALITY**
	1. During the Term and for 2 years afterwards, each Party shall keep the other Party’s Confidential Information strictly confidential.
	2. Each Party may only use the other Party’s Confidential Information strictly for the purposes of performing its obligations under this Agreement.
	3. Neither Party shall disclose Confidential Information to any Person other than an Authorised Recipient and even then only on a strictly ‘need to know’ basis.
	4. Each Receiving Party shall procure that its Authorised Recipients (including its own Personnel) are aware of, and fully comply with, its obligations under this Clause 22 as if that Authorised Recipient were themselves a Party.
22. **DATA PROTECTION**
	1. In addition to its general obligations to comply with Applicable Law, the Influencer shall:
		1. comply at all times with all applicable data protection and privacy legislation;
		2. comply with the Customer’s internal data protection policies and process Personal Information strictly in accordance with the Customer’s Instructions;
		3. utilise adequate organisational and technical measures so as to safeguard Personal Information from loss, destruction and/or unauthorised access; and
		4. where required, enter into a data transfer agreement and/or data processor agreement (or equivalent) in the form required by the Customer.
	2. The Influencer acknowledges and agrees that the Customer may share any Personal Information that it provides to it under this Agreement with Third Parties contracted to provide services to the Customer.
23. **ANTI-BRIBERY AND CORRUPTION**
	1. The Influencer warrants and represents to the Customer that it shall at all times during the Term comply with the Customer’s Anti-Bribery & Corruption Policy as may be communicated to it and updated from time to time.
	2. The Influencer acknowledges and agrees that any breach of its obligations under this Clause 24 shall be a Material Breach.
24. **ENTIRE AGREEMENT AND COUNTERPARTS**
	1. This Agreement constitutes the entire agreement of the Parties relating to the performance of the Services, to the exclusion of all other terms and conditions, and any prior written or oral agreement between them.
	2. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute a single instrument.
25. **ASSIGNMENT AND NOVATION**
	1. The Influencer shall not assign, novate, or otherwise transfer all or any of its rights, benefits or obligations under this Agreement without the prior written approval of the Customer.
26. **WAIVERS**
	1. No failure to exercise, nor any delay in exercising, any right, power or remedy under this Agreement shall operate as or be deemed a waiver of the same. Waivers must always be given in writing.
27. **SEVERABILITY AND ILLEGALITY**
	1. If any provision of this Agreement is determined to be invalid, illegal or void by any court or administrative body of competent jurisdiction then the rest of this Agreement shall still remain in full force and effect.
28. **RELATIONSHIP**
	1. Nothing in this Agreement shall be construed to make either Party or the Influencer an agent, employee, franchisee, joint venturer or legal representative of the other Party.
29. **EXCLUSIVITY**
	1. The Influencer acknowledges and agrees that the Customer is the exclusive customer of the Influencer and the Influencer of any Service or similar item that the Customer may require during the Term.
30. **THIRD PARTY RIGHTS**
	1. Except where expressly provided, this Agreement does not create any rights that are enforceable by any Person who is not a Party to this Agreement.
31. **NOTICES**
	1. Any notice or other communication given under or in connection with this Agreement shall be in writing.
	2. The Parties' addresses (physical and email) and fax numbers for the purposes of this Agreement are as set out in **Schedule 5 (Notices)**, as may be updated in accordance with this Clause 32.
32. **VARIATION**
	1. No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each Party or by its Authorised Representative.
33. **LANGUAGE**
	1. This Agreement is drawn up in the English language and the English language version of this Agreement shall always prevail over any translation. This Agreement shall be construed, interpreted and administered in English.
34. **GOVERNING LAW AND JURISDICTION**
	1. This Agreement is governed by, and shall be construed in accordance with, the law of England.
	2. The Parties irrevocably submit to the non-exclusive jurisdiction of the courts of DIFC in relation to any disputes.

**EXECUTION**

**EXECUTED** as an Agreement on the date and year first above written.

**Signed** for and on behalf of
**MIELE PRODUCTS AG**
as its duly authorised representative:

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| Signature of duly authorised representative |
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| Name of duly authorised representative (print) |

**Signed** for and on behalf of
**CLASSIC HOME INTERIOR DECORATION LLC**
as its duly authorised representative:

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| Signature of duly authorised representative |
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| Name of duly authorised representative (print) |

**SCHEDULE 1 | DEFINITIONS**

1. **DEFINITIONS**
	1. In this Agreement (unless the context otherwise requires), the defined terms in this Agreement shall have the meaning set out below:

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| **Affiliate** | means any entity that is controlled by a Party or under common Control of that Party; |
| **Agreement** | means the terms and conditions of this agreement and the Schedules hereto;  |
| **Agreement Date** | means [ ]; |
| **Anti-Bribery &** **Corruption Policy** | means the anti-bribery and corruption policy of the Customer as may be communicated to the Influencer and amended from time to time by the Customer; |
| **Applicable Law** | means all national, state, local and municipal legislation, regulations, statutes, by-laws, including Approvals relating to or connected with the activities contemplated under this Agreement wherever so located and/or provided; |
| **Approvals** | means any licenses, permits, consents, approvals and authorisations that a Party may require (whether to comply with Applicable Law or otherwise) to perform its obligations under this Agreement; |
| **Authorised Recipient** | means any Person to whom a Party may disclose Confidential Information under this Agreement and/or as may be required by Applicable Law; |
| **Authorised Representative(s)** | means the duly authorised representative(s) of the Parties who has/have the authority to agree variations under this Agreement as may be notified by one Party to another from time to time; |
| **Charges** | means the amount payable by the Customer to the Influencer for the proper performance of the Services under this Agreement, such amounts being as set out in **Schedule 3 (Payment Terms)**;  |
| **Claim** | means any allegation, debt, judgment, cause of action, action, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise asserted by any Person at any time; |
| **Confidential Information** | means this Agreement and all information of any nature which a Party may have or acquire before or after the Agreement Date, however conveyed (whether in writing, verbally, in a machine- readable format or by any other means and whether directly or indirectly), which relates to the business, products, price lists, developments, Personnel, suppliers and customers of a Party and its Affiliates (whether or not designated as Confidential Information by the disclosing Party), and all information designated as confidential or which ought reasonably to be considered confidential; |
| **Customer Policies** | means any and all policies maintained by the Customer in connection with its business, and as the Customer may notify the Influencer from time to time;  |
| **Deduction** | means any sums which may be deducted by the Customer from any sums owed by the Customer to the Influencer under or in connection with this Agreement; |
| **Force Majeure Event**  | means any event or occurrence which prevents or delays a Party from performing any or all of its obligations under this Agreement and which arises directly from, or is directly attributable to acts, events, omissions or accidents which are unforeseeable and beyond the reasonable control of the Party so prevented or affected, and may include acts of God, governmental act, war, fire, flood, explosion or civil commotion; |
| **Good Industry Practice** | means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from time to time from a skilled and experienced Person carrying out the same type of activity, and applying the best industry practices under the same or equivalent circumstances, acting generally in accordance with all Applicable Laws; |
| **Health & Safety Policy** | means the health and safety policy of the Customer as may be communicated from time to time to the Influencer, the current version of which is as set out in **Schedule 4 (Customer Policies)**; |
| **Indirect Loss** | means, in relation to a breach of this Agreement, any loss of production, loss of use, loss of revenue, loss of profit, loss of contract, loss of goodwill, or any indirect, consequential or special loss; |
| **Instruction** | means any reasonable instruction given by the Customer to the Influencer under or in connection with this Agreement;  |
| **Intellectual Property Rights or IPR**  | means patents, inventions (whether patentable or not), copyrights, moral rights, design rights, trade-marks, trade names, business names, service marks, brands, logos, service names, trade secrets, know-how, domain names, database rights and any other intellectual property or proprietary rights (whether registered or unregistered, and whether in electronic form or otherwise) including rights in computer software, and all registrations and applications to register any of the aforesaid items, rights in the nature of the aforesaid items in any country or jurisdiction, any rights in the nature of unfair competition rights, and rights to sue for passing off; |
| **Invoice** | means an invoice in the format set out in **Schedule 3 (Payment Terms)**; |
| **Loss or Losses**  | means any loss, expense, claim, penalty expenses or equivalent which is suffered, including Indirect Loss, as may arise as a result of one Party’s actions or inactions in respect of their obligations under this Agreement; |
| **Material Breach**  | means:(1) a breach of this Agreement that is not remedied by the breaching Party within 30 days of being notified of the breach;(2) a persistent pattern of minor breaches of this Agreement, which when taken as a whole, constitute a material breach; or(3) any breach of any term in this Agreement which is designated as a Material Breach term; |
| **New IPR** | means IPR developed by a Party after the Agreement Date; |
| **Payment Schedule**  | means the authorised schedule for payment for the Services by the Customer to the Influencer as set out in **Schedule 3 (Payment Terms)**;  |
| **Person** | means any natural person, corporate or unincorporated body (whether or not having separate legal personality), individual, corporation, partnership, limited liability company or similar entity; |
| **Personal Information** | means data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, the possession of the data controller; |
| **Personnel** | means all employees, agents and subcontractors of a Party who are assigned, engaged or otherwise employed from time to time to work in connection with the performance or discharge of a Party’s obligations under this Agreement; |
| **Products** | means [ ]; |
| **Receiving Party** | means the Party receiving Confidential Information from the other Party under or in connection with this Agreement; |
| **Service Levels** | means any performance service level(s) associated with any Services as set out in **Schedule 2 (Services)**; |
| **Services** | means the services to be provided by the Influencer hereunder including as set out in **Schedule 2 (Services)**; |
| **Site** | means [ADDRESS]; |
| **Social Media Channels** | means [Facebook, Instagram, Snapchat, Twitter, Kik, Telegraph] |
| **Target Demographic** | means [DESCRIBE]; |
| **Tax** | means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of them); |
| **Term** | means the period of [2] years from the Agreement Date; |
| **Termination Notice** | means a notice to terminate this Agreement issued by a Party in accordance with Clauses 14 and 15 of this Agreement; |
| **Third Party**  | means a Person who is not a Party; |
| **VAT** | means value-added tax or any other sales tax or any other taxes similar thereto which may be payable in relation to the performance of the Services; and |
| **Website** | means the website and all sub-pages maintained by the Influencer at [URL] as may be amended or changed from time to time. |

**SCHEDULE 2 | SERVICES**

1. **SERVICES**
	1. The Influencer shall act as a brand ambassador for the Customer and fulfil the following services (the “**Influencer Services**”) during the Term:
		1. [create and publish content onto Social Media Channels that demonstrate, raise awareness of and enhance the reputation of the Customer and the Products (“**Posts**”)];
		2. [conduct events at the Site that demonstrate, raise awareness of and enhance the reputation of the Customer and the Products (“**Influencer Events**”)];
		3. [attend demonstrations and events to demonstrate, raise awareness of and enhance the reputation of the Customer and (“**Third Party Events**”)];
		4. [create and maintain on the Website highly visible content and links dedicated to enhancing the Customer’s brand and promoting the Customer’s products].
		5. [create and maintain dedicated sub-pages on the Website that promote specific Customer products];
		6. [include on the Website links to the Customer’s webpages and social media accounts]; and
		7. [ ]
2. **SERVICE LEVELS**
	1. **General**:
		1. The Influencer shall exclusively promote the interests of the Customer.
		2. All services conducted by the Influencer shall enhance the brand awareness and reputation of the Customer and the Products with the Target Demographic.
		3. All costs and expenses incurred in relation to the Influencer Services shall be the sole cost and expense of the Influencer.
	2. **Posts**:
		1. The Influencer shall publish at least [3] Posts per month on each Social Media Channel.
		2. The Posts shall include at least [1] video/timeline post/Snapchat story (as applicable), per month per Social Media Channel.
		3. All Posts will be in the [LANGUAGE] language.
		4. [All Posts will be approved in writing by the Customer prior to their publication.]
		5. The Influencer shall provide the Customer with high resolution copies of each Post and the materials used to create each Post.
	3. All Posts shall include the following required tags:
		1. #[ ]; and
		2. #[ ].
	4. **[Site**:
		1. The Influencer shall arrange for the Products to be fitted into and displayed in the Site.
		2. The Products shall be cleaned, maintained and displayed in the Site in line with Good Industry Practices, at the cost and expense of the Influencer.]
	5. **[Influencer Events**:
		1. The Influencer shall conduct at least [1] Influencer Event every [3] months during the Term.
		2. The Influencer shall notify the Customer of and all the Customer to nominate 1 person to attend, each Influencer Event.
		3. The Influencer shall use it’s best endeavours to market each Influencer Event to the Target Demographic.]
	6. **[Third Party Events**:
		1. The Influencer shall attend at least 1 Third Party Event every [3] months during the Term.
		2. The Influencer shall use it’s best endeavours to market the Products at each Third Party Event to the Target Demographic.]

**SCHEDULE 3 | PAYMENT TERMS**

## DEFINITIONS

### The defined terms of the Agreement shall apply to this **Schedule 3 (Payment Terms)**.

### The following additional defined terms shall apply to this **Schedule 3 (Payment Terms)**.

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| [●] | means [●]; and |
| [●] | means [●]. |

## CHARGES

### [●]

1. **GENERAL PAYMENT TERMS**
	1. Each Party shall bear all costs and expenses incurred by it in connection with the performance of its obligations under or in connection with this Agreement.
	2. Subject to the Influencer’s performance of its obligations in accordance with this Agreement, the Influencer may issue an Invoice to the Customer for payment in accordance with this Agreement and/or related Schedules.
	3. The Influencer acknowledges and agrees the adequacy of the Charges as full Payment for all of its obligations under or in connection with this Agreement.
2. **CURRENCY**
	1. All payments due under this Agreement shall be made in [CURRENCY] by electronic funds transfer to such bank account as the Receiving Party may designate from time to time.
	2. Each Party shall be responsible for paying its own bank charges.
3. **INVOICING**
	1. The Influencer may invoice the Customer in accordance with the Payment Schedule.
	2. The Influencer acknowledges and agrees that, notwithstanding any other provision of this Agreement, the Customer shall only pay Invoices that:
		1. are in the manner prescribed by the Customer, and addressed to the Customer’s accounts payable department;
		2. accurately detail the Charges to allow the Customer to verify the calculation and the accuracy of the Charges;
		3. set out the period covered by the Invoice;
		4. set out the Influencer’s VAT/tax code or equivalent (where appropriate);
		5. include the Influencer’s full and correct banking details;
		6. are accompanied, where applicable, by relevant supporting documentation;
		7. are provided in hard copy; and
		8. fully comply with the requirements of this **Schedule 3 (Payment Terms)**.
	3. Payment by the Customer of an Invoice shall be without prejudice to any Claims and/or rights which the Customer may have against the Influencer under this Agreement, Applicable Law or otherwise.
4. **DISPUTED INVOICES**
	1. The Customer will notify the Influencer within 30 days of the receipt of an Invoice if the Customer:
		1. disputes (in good faith) any part of or all of the Charges stated in the Invoice; or
		2. considers such Invoice to be incorrect or incorrectly issued for any reason.
	2. The Customer shall not be required to pay any disputed amount or invoice until the dispute has been resolved and the Parties agree that the amount is valid and properly due to the Influencer.
	3. If the Parties are unable to resolve disputes related to Invoices by reference to the procedures in this Schedule, then (and only then) it shall be considered a dispute which is subject to the procedure at Clause 21.
5. **CHARGES**
	1. The Influencer acknowledges and agrees that:
		1. it shall not increase the Charges throughout the Term unless expressly agreed by the Customer in writing in accordance with this Agreement; and
		2. all prices, rates and discounts specified in this Agreement are and shall continue to be firm and valid and shall not be increased during the Term.
6. **OTHER PAYMENTS**
	1. Any monies owed by the Influencer to the Customer, including those owed pursuant to any indemnity given under this Agreement, shall be payable within 14 days of demand.
	2. For the purpose of Paragraph 7.1 and where the Influencer fails to make payment within such time then the Customer may treat such sum as a Deduction.
	3. The Influencer shall not be entitled to set-off any rights and Claims it may have against any rights or Claims of the Customer under this Agreement.
	4. The Customer may set off any sums it owes to the Influencer against any sums the Influencer owes to the Customer.
7. **PAYMENT SCHEDULE**
	1. [●]

**SCHEDULE 4 | CUSTOMER POLICIES**

1. **DEFINITIONS**
	1. The defined terms of the Agreement shall apply to this **Schedule 4 (Customer Policies)**.
	2. The following additional defined terms shall apply to this **Schedule 4 (Customer Policies)**.

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| --- | --- |
| [●] | means [●]; and |
| [●] | means [●]. |
|  |  |

1. **HEALTH & SAFETY POLICY**
	1. [●]
2. **ANTI-BRIBERY & CORRUPTION POLICY**
	1. [●]
3. **SECURITY POLICY**
	1. [●]
4. **CUSTOMER CODE OF CONDUCT**
	1. [●]

**SCHEDULE 5 | NOTICES**

1. **DEFINITIONS**
	1. The defined terms of the Agreement shall apply to this **Schedule 5 (Notices).**
2. **ADDRESSES**
	1. The Parties’ addresses for the purpose of receiving notices under this Agreement are as follows:
		1. For the Customer:

Physical Address:

Email Address:

Fax number:

* + 1. For the Influencer:

Physical Address:

Email Address:

Fax number: