

LTL Mandarin School and the Influencer agree:

1. Appointment. LTL Mandarin School would like the Influencer's assistance in promoting / offering / selling LTL Mandarin School's products via their social media accounts. LTL Mandarin School 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. Term. This Agreement shall have an initial term of 2 months and shall automatically renew for additional one-year term thereafter unless either party provides thirty days prior written notice of its intention of nonrenewal.

3. Deliverables. The Influencer will deliver the agreed number of posts on the agreed platforms on behalf of LTL Mandarin School according to the delivery schedule specified by LTL Mandarin School. The Services shall conform to the specifications and instructions of LTL Mandarin School as outlined in detail in the attached LTL Influencer Content Guidelines, abide by the rules of the relevant social media platforms, and are subject to LTL Mandarin School's acceptance and approval. LTL Mandarin School has a maximum of 30 days to reject any deliverable in accordance with this Section and must notify the Influencer within 30 days of receipt of work that additional revisions and/or amendments will be requested.

4. Cancellation. Either party may terminate this agreement upon ten days prior written notice if the other party breaches this agreement and does not cure such breach within such time period. In addition to any right or remedy that may be available to LTL Mandarin School under this agreement or applicable law, In addition, in the event that the Influencer has breached this agreement, LTL Mandarin School may (i) immediately suspend, limit or terminate the Influencer's access to any LTL account and/or (ii) instruct the Influencer to cease all promotional activities or make clarifying statements, and the Influencer shall immediately comply. Either party may terminate this agreement at any time without cause upon ten days prior written notice to the other party.

5. Collateral Details. LTL Mandarin School shall provide the necessary content and briefing materials to enable the Influencer to perform the influencer marketing services.

6. Items to Avoid in Influencer Posts: The Influencer agrees to abide by all guidelines set in the LTL Influencer content 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 LTL Mandarin School. The Influencer assumes all responsibility for verifying that the campaign materials used meet LTL's approval.

8. Confidentiality and Exclusivity. During the course of the Influencer's performance of services for LTL Mandarin School, the Influencer will receive, have access to and create documents, records and information of a confidential and proprietary nature to LTL Mandarin School and customers of LTL Mandarin School. The Influencer acknowledges and agrees that such information is an asset of LTL Mandarin School or its clients, is not generally known to the trade, is of a confidential nature and, to preserve the goodwill of LTL Mandarin School 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 LTL Mandarin School or as otherwise directed by LTL Mandarin School in the course of the Influencer's performance of services under this Agreement, and thereafter only with the written permission of LTL Mandarin School. Upon termination of this Agreement or upon the request of LTL Mandarin School, the Influencer will return to LTL Mandarin School 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, the Influencer will not undertake influencer marketing for a competitor in the same vertical as the LTL Mandarin School (other Mandarin Schools). The Influencer agrees not to have any affiliate links to competitors in any content created for and by LTL Mandarin School.

9. Compensation. In full consideration of the Influencer's performance, his / her obligations and the rights granted herein, the Influencer shall be paid the amount agreed upon between the Influencer and LTL Mandarin School. This includes any agreed bonus incentives should the Influencer meet the agreed targets. 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 LTL Mandarin School 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.

10. Material disclosures and compliance with FTC Guidelines. When publishing posts/statuses about the LTL Mandarin School's products or services, the Influencer must clearly disclose his/her "material connection" with the LTL Mandarin School, including the fact that the Influencer was given any consideration, was provided with certain experiences or is being paid for a particular service. The above disclosure should be clear and prominent and made in close proximity to any statements that the Influencer makes about the LTL Mandarin School or LTL Mandarin School's products or services. Please note that this disclosure is required regardless of any space limitations of the medium , where the disclosure can be made via Hashtags, e.g. #sponsored. 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 LTL Mandarin School or LTL Mandarin School products which the Influencer knows for certain are true and can be verified.

11. Payment Terms. Payment can be made by PayPal or check/money order to the address given by the Influencer. Payments will be due seven days after the agreed invoice date. Typical compensation with LTL usually comes in the form of paid for Chinese lessons with an LTL teacher and/or flights and/or accommodation. These 'gifts' for the Influencers services are non transferable and can be used within 12 month period.

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 LTL Mandarin School. 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 LTL Influencer Guidelines for various entities and individuals other than LTL Mandarin School. The Influencer is responsible for the withholding and payment of all taxes and other assessments arising out of the Influencer's performance of services, and neither the Influencer nor any of the Influencer's employees or independent clients shall be entitled to participate in any employee benefit plans of LTL Mandarin School.

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

This Influencer Agreement is entered into on ____ day of ____ Month, ____ Year, by and between LTL Mandarin School and _____ (First and Last name).

Signature: