Influencer Agreement

India version

This agreement is between _____ (the “Brand”) and _____ (the “Creator”) for a sponsored content campaign.

1. Deliverables

_____

2. Approval

The Creator will share drafts for the Brand’s review at least 3 days before posting. The Brand may request one round of reasonable changes. The Creator keeps creative control of style and voice.

3. Disclosure

The Creator will disclose the material connection in every post in line with the ASCI guidelines for influencer advertising and the Department of Consumer Affairs “Endorsements Know-hows!” guidelines, using labels such as “#ad” or “#collaboration” prominently.

4. Fee

The Brand will pay Rs. _____, plus GST if the Creator is registered, 50% on signing and 50% within 14 days after the final post is live. The Brand may deduct TDS as required, including under section 194R for benefits in kind.

5. Usage rights

The Creator owns the content and grants the Brand the following rights: _____. Paid advertising use (whitelisting or boosting) requires separate agreement and fee.

6. Exclusivity

_____.

7. Conduct

The Creator will make only truthful claims about the product, based on genuine experience, and will not post content that is unlawful, hateful or harmful to the Brand’s reputation during the campaign. The Brand may end this agreement if the Creator seriously breaches this clause.

8. Entire agreement

This agreement, together with any documents it refers to, is the entire agreement between the parties about its subject and replaces any earlier discussions, proposals or understandings about it.

9. Changes and waiver

Any change to this agreement must be in writing and signed by all parties, which may be done electronically. A failure or delay in enforcing any part of this agreement is not a waiver of that right.

10. Severability

If any part of this agreement is found to be invalid or unenforceable, that part will be limited to the minimum extent necessary and the rest of the agreement will remain in effect.

11. Disputes

The parties will first try in good faith to resolve any dispute through discussion for 30 days. Failing that, the dispute may be referred to arbitration by a sole arbitrator under the Arbitration and Conciliation Act, 1996, seated at _____, in English, or taken to the courts named in this agreement.

12. Governing law and jurisdiction

This agreement is governed by the laws of India, including the Indian Contract Act, 1872. Each party submits to the jurisdiction of the courts at _____, India, which will have exclusive jurisdiction.

13. Electronic signatures and counterparts

This agreement may be signed electronically and in counterparts, each of which is an original and which together form one agreement. The parties agree that electronic signatures are valid and binding under the Information Technology Act, 2000, and have the same effect as handwritten signatures.

14. Signatures

Signed by the parties on the dates shown below.

Creator

Full name

Email

Date

Brand

Full name

Company

Designation

Date