

# Promotional Content Agreement

Agreement ID: AGR-2025-798413

This Promotional Content Agreement (hereinafter referred to as the "**Agreement**") is entered into as of this **6 June 2025** (the "**Effective Date**"),

BETWEEN:

## THE BUSINESS:

**Awesome Products Private Limited**

123 Business Avenue, Tech Park,  
Bangalore, Karnataka 560001, India

Represented by: Ms. Priya Sharma

Title: Marketing Director

## THE INFLUENCER:

**Mr. Rohan Kumar**

(Professionally known as: Rohan Vlogs)

456 Creative Lane, Media City, Mumbai,  
Maharashtra 400050, India

(Each a "**Party**" and collectively the "**Parties**").

## 1. Scope of Work & Deliverables

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The Influencer agrees to create, produce, and publish original promotional content (the "**Content**") for the Business, promoting its products/services (specifically "Product X" for this campaign), across the Influencer's designated social media platforms as detailed below:

**Platform: Instagram** (@RohanVlogsOfficial)

- **Content Type:** 1 Reel (min. 60 seconds), 3 Static Posts, 5 Stories (min. 3 frames each)
- **Specific Details:** Focus on Product X: unboxing, key features demonstration, user benefits, and a clear call-to-action.

**Platform: YouTube** (RohanVlogsYT)

- **Content Type:** 1 Dedicated Video (5-7 minutes)
- **Specific Details:** In-depth review, tutorial, and personal experience with Product X. Link to product page in description and end screen.

**Platform: Twitter (X)** (@RohanTweets)

- **Content Type:** 5 Tweets/Posts
- **Specific Details:** Teaser for YouTube video, sharing Instagram content, direct engagement with audience questions about Product X.

## 2. Content Guidelines & Approval

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The Influencer shall adhere strictly to the following guidelines:

- **Disclosure:** All promotional content must be clearly and conspicuously disclosed as an advertisement in accordance with ASCI guidelines and platform policies (e.g., using #ad, #sponsored, #PaidPartnership, or platform's branded content tools).
- **Branding:** Business's official social media handle (@AwesomeProductHandle) and relevant campaign hashtags (e.g., #AwesomeProductX) must be tagged/included in all posts as specified by the Business.
- **Messaging:** Content must accurately represent Product X and its benefits as outlined in the product brief provided by the Business. No false or misleading claims.
- **Originality:** All content must be original, created by the Influencer, and not infringe upon any third-party intellectual property rights.
- **Approval:** Drafts of all content (including captions, visuals, and scripts) must be submitted to the Business for written approval at least 3 (three) business days prior to the scheduled publication date. Business shall provide feedback within 2 (two) business days of submission.

### 3. Timeline

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All content to be conceptualized, created, approved by Business, and published within 4 (four) weeks from the Effective Date. A detailed content calendar with specific posting dates and times shall be mutually agreed upon by both Parties within 3 (three) business days of the Effective Date.

### 4. Compensation & Payment Terms

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In full consideration for the services rendered and the rights granted herein, the Business shall pay the Influencer a total fee of ₹1,50,000 (One Lakh Fifty Thousand Indian Rupees, INR).

**Payment Terms:** 50% of the total fee (₹75,000) payable upon signing this Agreement and submission of approved content calendar. Remaining 50% (₹75,000) payable within 7 (seven) business days of successful publication of all deliverables and submission of performance insights.

*All payments are exclusive of applicable GST, which will be paid by the Business upon submission of a valid tax invoice. TDS, if applicable, will be deducted as per prevailing government norms.*

### 5. Performance Reporting

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Influencer agrees to provide Business with a performance report within 5 (five) business days after the completion of the campaign (or at mutually agreed intervals). This report should include key metrics such as reach, impressions, engagement rate, views, clicks (if trackable), and relevant audience feedback for each piece of content.

### 6. Content Ownership & Usage Rights

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Influencer grants Business an exclusive, worldwide, royalty-free, perpetual license to use, reproduce, distribute, and display the promotional Content on Business's own digital channels (including but not limited to website, social media platforms, email marketing) and for internal archival purposes. For any paid media amplification of the Content by the Business, terms and compensation shall be discussed and agreed upon separately in writing. Influencer retains ownership of their original underlying intellectual property in the Content.

### 7. Confidentiality

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Both Parties agree to maintain the confidentiality of the terms of this Agreement and any proprietary or non-public information disclosed by one Party to the other in connection with this Agreement, for a period of 3 (three) years from the Effective Date.

## 8. Termination

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Either Party may terminate this Agreement with 15 (fifteen) days written notice if the other Party materially breaches any of its obligations hereunder and fails to cure such breach within 7 (seven) days of receiving written notice. The Business reserves the right to terminate this Agreement immediately if the Influencer engages in any conduct that, in the reasonable opinion of the Business, is detrimental to the Business's brand or reputation.

## 9. Governing Law & Jurisdiction

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This Agreement shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the competent courts in Bangalore, Karnataka.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

FOR AND ON BEHALF OF THE BUSINESS:

**Awesome Products Private Limited**

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Name: Ms. Priya Sharma

Title: Marketing Director

Date:

FOR AND ON BEHALF OF THE INFLUENCER:

**Mr. Rohan Kumar**

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Name: Mr. Rohan Kumar

(as Rohan Vlogs)

Date: