

Influencer Agreement








This Influencer Agreement ("Agreement") is made and entered into on this 24th day of March, 2025, by and between:

◆ **CodeTikki Pvt. Ltd.** (hereinafter referred to as "Company"), having its principal place of business at Gotam Puri, Kaka Nagar, and ◆ **name** (hereinafter referred to as "Influencer"), residing at 1/235, Avas Vikas Colony




Purpose of This Agreement

The purpose of this Agreement is to set forth the terms and conditions under which the Influencer will create and share social media content ("Reels") for the Company's brand promotion.

Campaign Overview

-  **Duration:** 12 months
-  **Content Requirement:** 45 reels per month (total 540 reels)
-  **Payment:** ₹500 per reel
-  **Total Base Budget:** ₹2,70,000
-  **Performance Bonus:** Up to ₹80,000
-  **Approval Required:** All reels must be approved by the Company
-  **Legal Compliance:** Content must comply with platform policies and advertising regulations

Why You'll Love Working With Us!

- You get paid to create awesome content! 
- Performance-based bonuses up to ₹80,000 
- No hassle—just submit your reels and get rewarded!
- Work with a brand that values creativity & authenticity 

Scope of Work

1. Content Creation & Submission

- The Influencer shall create a minimum of **35 reels per month** and a total of **540 reels** over 12 months.
- **80% of the reels should be talking videos**, with the influencer's **face clearly visible**.
- The background should be **clean and clutter-free** to ensure a professional appearance.
- Audio must be **clear and free from excessive noise**.






2. Content Guidelines

- Content must align with **CodeTikki's brand image and values**.
- **No sexually suggestive content or explicit language**.
- **No overly short dresses or inappropriate clothing**.
- Influencer must be **properly groomed with appropriate makeup** for all content.

3. Live Sessions

- The Influencer shall conduct **four (4) live sessions per month**, each lasting a minimum of **15 minutes**.
- One live session must be on a **pre-agreed specific date** each month.
- Live sessions should be interactive and engaging to maximize audience participation.

4. Platform Distribution

- Content should be **distributed across multiple platforms**, including:
 -  LinkedIn
 -  Facebook
 -  YouTube
 -  Instagram
 -  WhatsApp
- The Company will provide **guidelines on platform-specific optimizations** to ensure maximum engagement.

✕ Reasons for Reels Rejection

To maintain high-quality and brand consistency, the Company reserves the right to reject any submitted reel for the following reasons:

1. Content Quality Issues

- Blurry, pixelated, or low-resolution footage.
- Poor lighting making the subject unclear.
- Excessive background noise that affects audio clarity.
- Poorly framed shots that don't maintain professional standards.

2. Brand Compliance Violations

- Use of **explicit, inappropriate, or offensive language**.
- Wearing **inappropriate clothing (e.g., overly short dresses or revealing outfits)**.
- Lack of proper grooming or **incomplete makeup as per guidelines**.
- Backgrounds that are **cluttered, messy, or unprofessional**.

3. Engagement & Content Relevance


- Less than **80% talking content** when required.
- Lack of **clear facial visibility** in talking reels.
- Content that does not align with the **campaign theme or objectives**.

4. Technical Issues & Platform Guidelines

- Content violating **platform policies (LinkedIn, Facebook, Instagram, YouTube, WhatsApp, etc.)**.
- Use of copyrighted music, images, or clips without permission.
- Incorrect aspect ratio, making the video unsuitable for the intended platform.

5. Failure to Follow Submission Guidelines

- Missing submission deadlines.
- Inconsistent posting schedule affecting engagement metrics.

 **Note:** If a reel is rejected, the Influencer will be notified with feedback and will have **48 hours to resubmit a corrected version**.

Payment Terms & Bonus Structure

Payment Structure

1. The Influencer shall receive ₹200-500 per approved reel.
2. Payments will be made **in full** after completing the 12-month contract and approval of all 540 reels.
3. Any rejected reels must be resubmitted within 48 hours, failing which they will not count toward the total payment.

Bonus Incentives

In addition to the base payment, the Influencer will be eligible for a performance-based bonus of up to ₹80,000:

- **Completion Bonus:** ₹50,000 if all 540 reels are submitted and approved on time.
- **Engagement Bonus:** ₹30,000 for influencers whose content achieves exceptional reach & engagement (metrics defined by the Company).

Penalty Clause

To ensure commitment and timely submission:

- A penalty of ₹50/day will be deducted if the contract is not completed within the agreed timeline.
- Delays beyond 30 days may result in contract termination with no further payments.

Payment Process

- Payments will be processed via **bank transfer** or **UPI**, as per the details provided by the Influencer.
- Taxes and deductions as per applicable laws will be deducted before disbursement.
- The Influencer must submit a final invoice to process the payment.

Confidentiality & Intellectual Property

Confidentiality Agreement

1. Definition of Confidential Information

"Confidential Information" includes, but is not limited to:

- Marketing strategies, campaign objectives, and content plans.
- Payment terms, bonuses, and contract details.
- Internal communications, analytics, and engagement data.
- Any unpublished content, scripts, or brand guidelines shared with the Influencer.
- Personal and business information related to CodeTikki and its clients.

2. Obligations of the Influencer

- The Influencer **must not disclose, share, or distribute** any Confidential Information without written consent from CodeTikki.
- The Influencer **may only use the Confidential Information** for the purpose of fulfilling their obligations under this Agreement.
- The Influencer **must take all reasonable precautions** to prevent unauthorized access, duplication, or misuse of confidential data.

3. Confidentiality Breach Consequences

- If the Influencer is found in violation of this confidentiality agreement:
 - CodeTikki **reserves the right to terminate the contract immediately** without any payment or bonuses.
 - The Influencer may be subject to **legal action** and could be held liable for damages.
 - A monetary penalty may be imposed, based on the severity of the breach.

4. Duration of Confidentiality

- The obligations under this confidentiality clause **remain in effect indefinitely**, even after the completion or termination of this Agreement.
- Any unauthorized use or disclosure of Confidential Information **after contract termination** will be considered a breach.

Intellectual Property & Content Ownership

1. Ownership of Created Content

- Any content (including reels, videos, live sessions, captions, images, and related materials) produced under this Agreement **shall be the exclusive property of CodeTikki**.
- The Influencer **assigns all rights, title, and interest** in the content to CodeTikki upon submission.
- The Company has **full authority to modify, edit, distribute, and monetize** the content without requiring additional approvals from the Influencer.

2. Usage Rights & Restrictions

- CodeTikki may use the content for:
 - Social media marketing, paid advertisements, and promotions.
 - Website content, digital campaigns, and third-party collaborations.
 - Any other commercial or non-commercial purpose deemed appropriate.
- The Influencer **shall not repost, resell, or license the content** to any third party without explicit permission from CodeTikki.
- The Influencer **may showcase the content in their portfolio** only with prior written approval.

3. Moral Rights Waiver

- The Influencer waives any **moral rights** in the content, meaning:
 - CodeTikki can edit or repurpose the content without requiring further approval.
 - The Influencer cannot object to modifications, even if they alter the original intent.

4. Brand Representation & Copyright Compliance

- The Influencer must **ensure that all content aligns** with CodeTikki's brand identity and guidelines.
- The Influencer **must not use copyrighted materials** (music, images, clips, etc.) unless explicitly permitted.
- If a copyright claim arises due to the Influencer's actions, the Influencer shall be **held liable** for any legal or financial consequences.

Exclusivity & Non-Compete Agreement

Exclusivity Clause

1. Commitment to CodeTikki

- During the term of this Agreement, the Influencer agrees to **prioritize CodeTikki's content** and promotional requirements.
- The Influencer must ensure that the **quality, frequency, and engagement** of their reels for CodeTikki remain a priority.

2. Restrictions on Conflicting Engagements

- The Influencer **must not collaborate with, promote, or endorse** any brand, product, or service that directly competes with CodeTikki.
- Competitive brands include, but are not limited to:
 - Other coding platforms or software training institutes.
 - Companies offering similar tech-related services.
 - Any brand that could create a **conflict of interest** with CodeTikki's business.
- The Influencer **must notify CodeTikki in writing** if they wish to collaborate with another brand during the contract period.

3. Content Exclusivity

- Any content created for CodeTikki must be **unique and exclusive** to CodeTikki.
- The Influencer **cannot submit content that has been used for another company** or repurpose existing content from other brands.
- The Influencer **cannot sell, transfer, or license any content** created for CodeTikki to any other individual, brand, or organization.
- The Influencer cannot:
 - Repurpose the same videos, reels, or scripts for other brands.
 - Use CodeTikki-related content for personal monetization.
 - Share behind-the-scenes footage or campaign details with external parties.

4. Penalties for Violation

- If the Influencer is found in breach of this exclusivity clause:
 - CodeTikki reserves the right to **terminate the contract immediately**.
 - The Influencer shall **forfeit any pending payments and bonuses**.
 - The Influencer may be subject to **legal action for damages** resulting from the breach.
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⊖ Non-Compete Clause

1. Post-Contract Restrictions

- The Influencer agrees that for a period of **six (6) months** after contract completion, they **shall not**:
 - Enter into a direct promotional partnership with a competing brand.
 - Use knowledge or strategies learned from CodeTikki to benefit a competitor.
 - Share or reuse any CodeTikki-related content in new partnerships.

2. Geographical & Digital Scope

- This non-compete agreement applies to:
 - **All digital platforms** (Instagram, YouTube, LinkedIn, Facebook, etc.).
 - **Any global or regional brand** operating in a similar industry.

3. Buyout Option

- If the Influencer wishes to be released from this non-compete clause earlier than six months, they may request a **buyout option** by paying a mutually agreed compensation.

4. Enforcement & Legal Consequences

- CodeTikki reserves the right to take **legal action** if the Influencer violates this clause.
- The Influencer **acknowledges that any breach** could cause CodeTikki financial and reputational harm.

Intellectual Property Rights & Content Usage 🗨️

📄 Ownership of Content

1. Exclusive Rights to CodeTikki

- All content created and submitted by the Influencer under this Agreement **shall be the sole and exclusive property of CodeTikki**.
- The Influencer acknowledges that **they will have no ownership rights** over the submitted content.

2. License & Usage

- CodeTikki has **perpetual, worldwide, and unrestricted rights** to use, modify, distribute, and repurpose the content across all platforms.
- CodeTikki reserves the right to:
 - Publish the content on **any digital or physical medium** (social media, advertisements, websites, TV, etc.).
 - Edit or modify the content to align with the brand's vision.
 - Use the content for **future campaigns, promotions, or advertisements** without additional compensation to the Influencer.

3. Influencer's Limited Rights

- The Influencer **may not reuse, resell, or redistribute** the content in any form for personal or commercial use.
- If the Influencer wishes to showcase the content for **portfolio or personal branding purposes**, they must obtain **prior written permission** from CodeTikki.
- The Influencer **cannot submit the same content** to any other brand or use it for competing purposes.

⚠️ No Copyright Claims

1. The Influencer **waives all moral and copyright claims** over the content created for CodeTikki.
2. The Influencer **must ensure that all content** (music, graphics, effects, etc.) used in reels is either:
 - Fully owned by them, or
 - Licensed for commercial use with proper attribution.

3. **CodeTikki shall not be liable** for any copyright strikes, legal claims, or penalties due to the Influencer using copyrighted materials without authorization.

Content Modification & Reuse

1. CodeTikki reserves the right to repurpose, remix, or modify the content **at its discretion**.
2. The Company may:
 - Add branding elements (logos, slogans, watermarks).
 - Translate the content into multiple languages.
 - Combine different reels into compilations or advertisements.
3. The Influencer **cannot request removal or modifications** to their submitted content once it has been approved and published.

: Liability, Indemnification & Dispute Resolution

Liability & Responsibility

1. Influencer's Liability

- The Influencer is responsible for ensuring that all content submitted:
 - Does not contain **false, misleading, or deceptive statements**.
 - Complies with **Indian laws, advertising regulations, and social media platform policies**.
 - Does not infringe upon **any third-party copyrights, trademarks, or intellectual property rights**.
- The Influencer shall be solely liable for **any legal claims, penalties, or disputes** arising from their content.

2. CodeTikki's Liability

- CodeTikki shall not be liable for:
 - Any **platform-related bans, demonetization, or strikes** that occur due to the Influencer's actions.
 - Any **financial losses** suffered by the Influencer due to engagement fluctuations.
 - Any **third-party claims** against the Influencer unless caused by CodeTikki's direct instructions.

3. Force Majeure

- Neither party shall be held responsible for delays or failures due to **unforeseeable circumstances**, including but not limited to:
 - Natural disasters ☁
 - Government-imposed restrictions Ⓞ
 - Social media platform outages ▼
 - Acts of war, riots, or civil disturbances ✖
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Indemnification Clause

1. The Influencer agrees to **indemnify and hold harmless** CodeTikki, its directors, employees, and affiliates from:
 - Any **legal claims, losses, or damages** arising from their content.
 - Any **copyright violations** due to unauthorized use of music, visuals, or trademarks.
 - Any **harm caused to CodeTikki's brand reputation** due to the Influencer's online conduct.
 2. If CodeTikki faces legal action due to the Influencer's actions, the Influencer shall:
 - **Cover all legal expenses** and associated costs.
 - **Provide full cooperation** in resolving disputes.
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Dispute Resolution & Governing Law

1. **Good Faith Negotiations**
 - In the event of any dispute, both parties agree to first attempt an **amicable resolution** through written communication.
2. **Arbitration Clause**
 - If no resolution is reached within **30 days**, disputes shall be referred to **binding arbitration** in **Muzaffarnagar, India**, as per the provisions of the **Arbitration and Conciliation Act, 1996**.
 - The arbitration decision shall be **final and legally binding** on both parties.

3. Jurisdiction & Governing Law

- This Agreement shall be governed by the laws of **India**.
- Any legal proceedings shall take place exclusively in the courts of **Muzaffarnagar, Uttar Pradesh, India**.

Additional Bonus Structure 🎁

At CodeTikki, we believe in **rewarding creativity, consistency, and impact!** 🚀
In addition to the base payment and standard performance bonus, influencers have the opportunity to earn an **additional ₹1,50,000 in bonuses** based on performance and engagement.

💰 Total Additional Bonus Pool: ₹1,50,000

🎯 Bonus Criteria & Eligibility

📺 Viral Reels Bonus: ₹50,000 ✨

- If **at least 20 reels** achieve a minimum of **200,000+ views** each across platforms, the influencer will receive a **₹50,000 bonus**.
- Views will be verified based on platform analytics provided by CodeTikki.

👥 Overall Engagement Bonus: ₹40,000 🗣️

- If total content engagement (likes, comments, shares) **exceeds 1.5 million interactions** across the contract duration, the influencer will receive a **₹40,000 bonus**.
- Engagement metrics will be tracked using platform insights.

🎉 Festival Bonus: ₹30,000 🍁

- Influencer must create **high-quality, theme-based reels** for at least **5 major festivals** (e.g., Diwali, Holi, Eid, Christmas, New Year).
- Each festival reel should gain at least **50,000 views** to qualify.
- CodeTikki reserves the right to approve festival-based content for quality and relevance.

⌚ Consistency & Timeliness Bonus: ₹20,000 ⌚

- If all reels and live sessions are **submitted on time without any delays** for the **entire 12 months**, the influencer will receive a **₹20,000 bonus**.


Creative Excellence Bonus: ₹10,000

- Awarded to influencers who consistently produce **highly creative and brand-aligned** content that stands out in quality and originality.
- Evaluated by CodeTikki's content team based on innovation, audience response, and brand messaging.

Agreement Acceptance & Signatures

Final Agreement & Acceptance

By signing this Agreement, both **CodeTikki Pvt. Ltd.** and the **Influencer** acknowledge that they have read, understood, and agreed to all the terms and conditions stated herein.

Both parties agree to collaborate professionally, maintain ethical standards, and work towards a **mutually beneficial** partnership. 

This Agreement constitutes the **entire understanding** between the parties and **supersedes any prior communications** (verbal or written) regarding this engagement.

Any modifications to this Agreement must be made in **writing and signed** by both parties.



Signatures & Details

For CodeTikki Pvt. Ltd.

Company Representative Name: Simran Verma

Designation: Senior HR Manager

Signature: *Simran*

Date: 24th March, 2025

For the Influencer

Influencer Name: Abhilasha Varshney

Address: 1/235, Avas Vikas Colony

Date: 24th March, 2025
