



## GH DIGITAL MEDIA PRIVATE LIMITED

# CONFIDENTIAL INFLUENCER SERVICES AGREEMENT

(Including Non-Disclosure and Non-Compete Obligations)

AGREEMENT DATE: \_\_\_ day of \_\_\_\_\_, 20\_\_

## PARTIES TO THIS AGREEMENT

This Confidential Influencer Services Agreement (hereinafter referred to as the “Agreement”) is entered into between the following parties:

<b>Party 1 — Company</b>	<b>GH Digital Media Private Limited</b> A company incorporated under the Companies Act, 2013, and engaged in the business of digital marketing and media services. <i>Hereinafter referred to as the “Company.”</i>
<b>Party 2 — Influencer</b>	<b>[Full Legal Name of Reddit Influencer]</b> Reddit Username: u/[Reddit Handle] Contact Email: [Email Address] <i>Hereinafter referred to as the “Influencer.”</i>

## RECITALS

WHEREAS, the Company is engaged in the business of digital marketing, brand promotion, and online media management, and desires to engage the services of Reddit content creators and influencers;

WHEREAS, the Influencer operates and/or controls one or more Reddit accounts and has the demonstrated ability to create, post, and engage with content on the Reddit platform;

WHEREAS, both parties desire to set out, clearly and unambiguously, the terms governing their professional relationship, including confidentiality obligations, scope of services, compensation, and conduct standards;

NOW, THEREFORE, in consideration of the mutual covenants, representations, and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## 1. DEFINITIONS

GH DIGITAL MEDIA PRIVATE LIMITED  
Flat no 006, Primrose Apts, Anjanadri Enclave, Horamavuagara, Kalyannagar post  
Bangalore Karnataka 560043, India  
GSTIN - 29AAHCG6528P1ZT | CIN - U72501KA2019PTC120674  
Phone - 73539 13333 | Email - [sundeep@growthhackers.digital](mailto:sundeep@growthhackers.digital)  
<https://growthhackers.digital/>



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For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

**1.1 “Confidential Information”** means any and all non-public information, data, materials, or know-how — whether oral, written, electronic, or in any other form — disclosed by the Company to the Influencer in connection with this Agreement. This includes, without limitation:

- Campaign strategies, briefs, targets, and objectives;
- Client identities, brand information, and marketing plans;
- Content scripts, guidelines, posting instructions, and editorial calendars;
- Pricing, compensation structures, rate cards, and financial arrangements;
- Internal processes, tools, software, dashboards, and workflows;
- Lists of other influencers, contractors, or partners engaged by the Company;
- Any information the Company designates as confidential at the time of disclosure, or that a reasonable person would understand to be confidential given its nature.

**1.2 “Services”** means the Reddit-based content creation, posting, commenting, upvoting, community engagement, and any other activities the Influencer performs on behalf of the Company or its clients pursuant to individual Campaign Briefs issued under this Agreement.

**1.3 “Campaign Brief”** means a written instruction document, message, or email issued by the Company specifying the nature, scope, timeline, platform, and requirements of a particular Service engagement. Each Campaign Brief is incorporated into this Agreement by reference.

**1.4 “Deliverables”** means all posts, comments, replies, upvotes, content pieces, screenshots, reports, and any other output created or produced by the Influencer in connection with the Services.

**1.5 “Platform”** means Reddit ([www.reddit.com](http://www.reddit.com)) and any sub-platforms, communities (subreddits), or Reddit-affiliated services, unless another platform is explicitly specified in a Campaign Brief.

## 2. ENGAGEMENT AND SCOPE OF SERVICES

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**2.1 Nature of Engagement.** The Company hereby engages the Influencer to perform Services on the Platform as directed by the Company from time to time through Campaign Briefs. The Influencer agrees to perform such Services diligently, professionally, and in strict accordance with this Agreement and the applicable Campaign Brief.

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**2.2 Campaign Briefs.** Each Service engagement shall be governed by a Campaign Brief communicated by the Company to the Influencer. The Influencer shall not commence any Services without a valid Campaign Brief. In the event of any conflict between a Campaign Brief and this Agreement, the terms of this Agreement shall prevail unless the Campaign Brief expressly states otherwise in writing.

**2.3 Standard of Performance.** The Influencer agrees that all Services shall:

- Be performed in a natural, authentic, and organic manner consistent with normal Reddit user behaviour;
- Comply strictly with Reddit's User Agreement, Content Policy, and all applicable subreddit rules;
- Avoid spam, artificial manipulation, vote brigading, or any activity that Reddit's policies prohibit;
- Not include false, defamatory, misleading, or unlawful statements about any person, product, or brand;
- Not include any content that violates applicable Indian law or the laws of any other jurisdiction where the content may be viewed.

**2.4 Account Integrity.** The Influencer represents and warrants that all Reddit accounts used to perform Services are accounts that the Influencer legitimately controls and operates, that such accounts comply with Reddit's terms of service, and that the Influencer has not purchased, borrowed, or otherwise obtained such accounts in violation of any third-party terms. The Influencer shall not use multiple accounts in a manner that violates Reddit's policies.

**2.5 No Guaranteed Volume.** This Agreement does not guarantee any minimum number of Campaign Briefs, posts, or payment amounts to the Influencer. The Company retains sole discretion as to the frequency and volume of Services to be requested.

**2.6 Approval of Content.** Where a Campaign Brief requires prior approval of content, the Influencer shall not post, publish, or submit any Deliverable on the Platform without receiving written approval from the Company. Unapproved Deliverables posted on the Platform shall constitute a material breach of this Agreement.

## 3. CONFIDENTIALITY OBLIGATIONS

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**3.1 Non-Disclosure.** The Influencer agrees to hold all Confidential Information in strict confidence and shall not, directly or indirectly:



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- Disclose, reveal, publish, transmit, or make available any Confidential Information to any third party, including friends, family members, or other online users, without the prior written consent of the Company;
- Use Confidential Information for any purpose other than the performance of the Services under this Agreement;
- Copy, reproduce, or store Confidential Information except to the extent strictly necessary to perform the Services;
- Post, upload, or reference any Confidential Information on any public or private online platform, forum, or social media channel.

**3.2 Permitted Disclosure.** The Influencer may disclose Confidential Information only if and to the extent required by applicable law, court order, or regulatory authority, provided that the Influencer: (a) gives the Company prompt written notice prior to such disclosure; (b) cooperates with the Company in seeking a protective order or other appropriate remedy; and (c) discloses only that portion of the Confidential Information that is legally required to be disclosed.

**3.3 Anonymity and Non-Association.** The Influencer shall not, at any time during or after the term of this Agreement:

- Publicly disclose, acknowledge, or confirm their association with the Company or any of its clients;
- Reveal the existence of this Agreement or any Campaign Brief to any third party;
- Identify themselves publicly as a paid content creator or marketing representative of the Company unless expressly authorised to do so in writing by the Company.

**3.4 Data Security.** The Influencer shall take all reasonable precautions to protect Confidential Information from unauthorised access or disclosure, including using secure communication channels and deleting Confidential Information from all personal devices upon termination of this Agreement or upon the Company's request.

**3.5 Duration of Confidentiality.** The confidentiality obligations set out in this Section 3 shall survive the expiration or termination of this Agreement and shall remain in full force and effect indefinitely, with no time limitation.

## 4. INTELLECTUAL PROPERTY

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**4.1 Assignment of Deliverables.** All Deliverables created by the Influencer in connection with the Services shall be considered works made for hire to the fullest extent permitted by applicable law. To the extent any Deliverable is not considered a work made for hire, the



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Influencer hereby irrevocably assigns to the Company all right, title, and interest in and to such Deliverables, including all intellectual property rights therein, without any further consideration.

**4.2 Moral Rights Waiver.** The Influencer hereby waives any and all moral rights, “personality rights,” or equivalent rights in and to the Deliverables to the fullest extent permitted by applicable law.

**4.3 No Retained Rights.** The Influencer shall have no right to use, publish, reproduce, or reference any Deliverable after the termination of this Agreement without the prior written consent of the Company.

**4.4 Company Materials.** Any materials, templates, scripts, brand assets, or guidelines provided by the Company to the Influencer for the purpose of performing the Services shall remain the sole and exclusive property of the Company. The Influencer shall not use such materials for any purpose other than performing the Services and shall promptly return or destroy such materials upon request or upon termination of this Agreement.

## 5. COMPENSATION AND PAYMENT

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**5.1 Fee Structure.** Compensation for Services shall be determined and communicated to the Influencer in writing at the commencement of each Campaign Brief. Payment may be structured on a per-post, per-campaign, or periodic basis, as mutually agreed in writing.

**5.2 Karma and Metric-Based Adjustments.** The Company reserves the right to adjust compensation based on the Influencer’s account metrics, including but not limited to Reddit karma scores, account age, account standing, and engagement rates, as specified in the applicable Campaign Brief or a separate rate schedule.

**5.3 Payment Terms.** Unless otherwise agreed in writing, all payments shall be made within [ ] business days of the Company’s verification and approval of the completed Deliverables. Payment shall be made through [specify payment method, e.g., bank transfer, UPI, digital wallet] to the account details provided by the Influencer.

**5.4 Withholding and Taxes.** The Influencer shall be solely responsible for all applicable taxes, including income tax and GST (if applicable), arising from compensation received under this Agreement. The Company shall deduct TDS as required under the Income Tax Act, 1961, and shall provide the relevant TDS certificate to the Influencer.



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**5.5 Non-Payment for Rejected Deliverables.** The Company shall not be obligated to pay for any Deliverable that: (a) does not comply with the applicable Campaign Brief; (b) violates Reddit's policies; (c) violates this Agreement; or (d) is rejected in writing by the Company within [ ] business days of submission.

**5.6 Compensation is Confidential.** The Influencer acknowledges that all compensation details, rate schedules, and payment terms constitute Confidential Information and shall not be disclosed to any third party.

## 6. REPRESENTATIONS AND WARRANTIES

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Each party represents and warrants to the other party as of the date of this Agreement and continuously throughout its term:

**6.1 By the Influencer.** The Influencer represents and warrants that:

- The Influencer has the full legal capacity and authority to enter into this Agreement and to perform the obligations herein;
- The Influencer is at least 18 years of age;
- The performance of the Services will not violate any applicable law, regulation, court order, or agreement to which the Influencer is a party;
- The Reddit accounts used for performing the Services are legitimate, personally operated by the Influencer, and comply with Reddit's terms of service;
- All Deliverables shall be original, and shall not infringe the intellectual property, privacy, or other rights of any third party;
- The Influencer has not been banned, suspended, or restricted from Reddit or any other platform in a manner that would prevent performance of the Services;
- The Influencer will promptly notify the Company in writing if any Reddit account used for Services is suspended, banned, or restricted by Reddit.

**6.2 By the Company.** The Company represents and warrants that:

- It has the full legal authority to enter into this Agreement;
- Campaign Briefs issued by the Company will not require the Influencer to engage in conduct that is unlawful, defamatory, or in clear violation of Reddit's policies;
- It will process the Influencer's personal information only to the extent necessary for the performance of this Agreement and in accordance with applicable data protection laws.



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### 7. PROHIBITED CONDUCT

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The Influencer shall not, at any time during the term of this Agreement:

- Solicit, accept, or perform similar services (Reddit-based paid promotion, content creation, or engagement activities) for any direct competitor of the Company without prior written consent of the Company;
- Approach, solicit, or enter into a direct engagement with any client of the Company whose identity the Influencer has learned through the performance of the Services;
- Disclose the identity of any other influencer, contractor, or individual engaged by the Company;
- Use any account suspension, ban, or platform restriction as grounds for non-performance without promptly notifying the Company and proposing a remedy;
- Engage in vote manipulation, coordinated inauthentic behaviour, use of bots, or any other conduct prohibited under Reddit's content policies;
- Post any content that promotes illegal products or services, incites hatred, or violates the laws of the Republic of India;
- Delete, alter, or archive any Company-approved Deliverable without prior written approval from the Company;
- Sub-contract the performance of any Services to a third party without the prior written consent of the Company.

### 8. TERM AND TERMINATION

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**8.1 Term.** This Agreement shall commence on the date first written above and shall continue until terminated in accordance with this Section 8.

**8.2 Termination by the Company.** The Company may terminate this Agreement:

- At any time and for any reason, upon [ ] calendar days' written notice to the Influencer; or
- Immediately and without notice upon a material breach of this Agreement by the Influencer, including but not limited to a breach of confidentiality, violation of Reddit's policies, or any conduct that may cause reputational harm to the Company or its clients.

**8.3 Termination by the Influencer.** The Influencer may terminate this Agreement upon [ ] calendar days' written notice to the Company, provided that the Influencer completes all Services under any active Campaign Brief unless the Company agrees in writing to waive this obligation.

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**8.4 Effect of Termination.** Upon termination of this Agreement for any reason:

- All active Campaign Briefs shall immediately cease, unless otherwise agreed in writing;
- The Influencer shall promptly return or permanently delete all Confidential Information and Company Materials in their possession;
- The Company shall pay the Influencer for all Services satisfactorily completed prior to the effective date of termination;
- The obligations in Sections 3 (Confidentiality), 4 (Intellectual Property), 7 (Prohibited Conduct, for a period of [12] months post-termination), 9 (Indemnification), and 10 (Governing Law) shall survive termination of this Agreement.

## 9. INDEMNIFICATION AND LIABILITY

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**9.1 Indemnification by the Influencer.** The Influencer shall indemnify, defend, and hold harmless the Company and its officers, directors, employees, agents, and clients from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or relating to:

- Any breach of this Agreement by the Influencer;
- Any act or omission of the Influencer in performing the Services, including any violation of Reddit's policies;
- Any third-party claim arising from the Influencer's Deliverables;
- Any representation by the Influencer that was false, misleading, or inaccurate.

**9.2 Limitation of Liability.** To the maximum extent permitted by law, the Company shall not be liable to the Influencer for any indirect, incidental, special, consequential, or punitive damages arising out of or related to this Agreement, including loss of income or anticipated earnings. The Company's maximum aggregate liability to the Influencer shall not exceed the total compensation paid to the Influencer in the three (3) calendar months immediately preceding the event giving rise to the liability.

## 10. INDEPENDENT CONTRACTOR STATUS

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**10.1 No Employment Relationship.** The Influencer is engaged as an independent contractor and not as an employee, partner, joint venturer, or agent of the Company. Nothing in this Agreement shall create or be deemed to create any relationship of employer and employee, principal and agent, or franchisor and franchisee between the parties.



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**10.2 No Authority to Bind.** The Influencer shall have no authority to enter into any agreement, make any representation, or create any obligation on behalf of the Company, and shall not hold themselves out as having such authority.

**10.3 No Benefits.** As an independent contractor, the Influencer shall not be entitled to any employment benefits, including provident fund, gratuity, health insurance, or paid leave.

## 11. GOVERNING LAW AND DISPUTE RESOLUTION

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**11.1 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of India, including the Indian Contract Act, 1872, the Information Technology Act, 2000, and all other applicable statutes.

**11.2 Jurisdiction.** The courts of [City, e.g., Mumbai / Bengaluru / New Delhi] shall have exclusive jurisdiction to adjudicate any dispute arising out of or in connection with this Agreement.

**11.3 Dispute Resolution.** In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, the parties shall first attempt to resolve the dispute through good-faith negotiation for a period of thirty (30) calendar days from the date of written notice of the dispute. If the dispute is not resolved through negotiation, either party may initiate legal proceedings before the courts specified in Section 11.2.

## 12. GENERAL PROVISIONS

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**12.1 Entire Agreement.** This Agreement, together with all Campaign Briefs issued hereunder, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior negotiations, representations, agreements, and understandings, whether oral or written.

**12.2 Amendments.** No amendment, modification, or variation of this Agreement shall be valid or binding unless made in writing and signed by both parties.

**12.3 Waiver.** No failure or delay by either party in exercising any right or remedy under this Agreement shall constitute a waiver of that right or remedy. No waiver of any breach shall be deemed a waiver of any subsequent breach.

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## **GH DIGITAL MEDIA PRIVATE LIMITED**

**12.4 Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

**12.5 Assignment.** The Influencer shall not assign, transfer, or delegate any rights or obligations under this Agreement without the prior written consent of the Company. The Company may assign this Agreement to any affiliate or successor entity without the Influencer's consent.

**12.6 Notices.** All notices under this Agreement shall be in writing and delivered by email (with confirmation of receipt) or registered post to the contact details of each party as set out in this Agreement or as updated in writing from time to time.

**12.7 Force Majeure.** Neither party shall be in breach of this Agreement for any failure to perform due to circumstances beyond their reasonable control, including natural disasters, government action, or internet infrastructure outages. The affected party shall notify the other in writing within 48 hours.

**12.8 Counterparts.** This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original and together shall constitute one and the same agreement. Electronic signatures shall be deemed valid and binding under the Information Technology Act, 2000.

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### ACKNOWLEDGMENT AND EXECUTION

By signing below, each party confirms that they have read this Agreement in its entirety, that they fully understand its terms and obligations, and that they agree to be legally bound by it. The Influencer further confirms that they have had adequate opportunity to seek independent legal advice prior to signing.

#### FOR GH DIGITAL MEDIA PRIVATE LIMITED    INFLUENCER / RECEIVING PARTY

_____	_____
<b>Authorised Signatory:</b>	<b>Full Legal Name:</b>
_____	_____
<b>Name:</b> _____	<b>Reddit Username:</b>
_____	_____
<b>Designation:</b> _____	<b>Contact Email:</b>
_____	_____
<b>Date:</b> _____	<b>Date:</b> _____
<b>Place:</b> _____	<b>Place:</b> _____

### WITNESS

#### Witness 1

#### Witness 2

_____	_____
<b>Name:</b> _____	<b>Name:</b> _____
<b>Signature:</b> _____	<b>Signature:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

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