
Influencer Campaign Checklist

Contracts, tax and payment checkpoints for Indian brands · Influverse · influverse.co

Before you brief (contracting basics)

- ☐ Legal names, PAN and GSTIN captured for both parties
Handles are not contracting parties.
- ☐ Deliverables written with format, count, duration, platform and handle
“Social content” is unenforceable.
- ☐ Draft submission and feedback windows fixed in days
Include deemed approval after the window lapses.
- ☐ Revision rounds capped and grounds for feedback defined
Protects budget and creative control at once.
- ☐ Minimum live period agreed (typically 90 days)
Stops content vanishing after payment.

Rights and restrictions

- ☐ Usage licence scoped: media, territory, duration
Organic, paid ads and POS are separate rights.
- ☐ Whitelisting / paid amplification priced separately
Never bundled into an organic fee.
- ☐ Exclusivity defined narrowly by business category and duration
“Any competitor” is not enforceable.
- ☐ Content approval limited to accuracy, safety and compliance
Creative stays with the creator.
- ☐ Mutual morality and brand-safety clause included
Objective triggers only, both directions.

Disclosure and compliance

- ☐ ASCI-permitted label used upfront and prominently
Ad, Sponsored, Paid partnership, Collaboration.
- ☐ Disclosure in the same language as the content
Regional campaigns need regional labels.
- ☐ No unverified product or efficacy claims in the script
Brand substantiates every claim it supplies.
- ☐ DPDP consent and notice in place for any data capture
Contests and lead forms collect personal data.
- ☐ Data deleted or returned at campaign close
Define retention before the campaign starts.

Tax checkpoints

- ☐ TDS section identified (194C / 194J) and rate applied
Decide before the first invoice, not after.

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- ☐ **Section 194R considered for gifting and barter over INR 20,000**
Barter is not tax-free.
 - ☐ **GST treatment confirmed — registered vs unregistered creator**
18% forward charge where registered.
 - ☐ **Form 16A issued within the statutory timeline**
Creators need it to claim credit.
 - ☐ **Reverse-charge exposure reviewed for overseas creators**
Cross-border collaborations change the treatment.

Payments and closure

- ☐ **Invoice format complete: PAN, GSTIN, SAC code, campaign reference**
Incomplete invoices cause the delay you blame on finance.
- ☐ **Payment milestones tied to signature and go-live, not to “receipt”**
Name the days, name the trigger.
- ☐ **Kill fee agreed for pre-publication cancellation**
Turns an argument into arithmetic.
- ☐ **Non-performance remedy and recovery route written down**
Cure period, then refund or reshoot.
- ☐ **Governing law, seat and jurisdiction fixed to one city**
Silence makes small recoveries unaffordable.

This checklist is educational guidance, not legal or tax advice. Confirm rates and obligations with your advisor before execution.