

CONTENT CREATOR AGREEMENT

Between: Yeet Marketing (Pty) Ltd (Registration No. 2022/467564/07), of 35 Alkantrant Rd, Lynnwood Corporate Park, Lynnwood Manor, Pretoria, 0081, VAT No. 4130305420 (**Agency**) And the: The individual or entity identified in the signature block (**Content Creator**)

Effective date: _____ **ID/Passport/Reg. No:** _____

1. Definitions

- 1.1 **Brief** means a written campaign/job brief issued by the Agency setting out deliverables, timelines, usage, disclosures, fees, exclusivity and other campaign requirements.
- 1.2 **Content** means the deliverables created by the Content Creator under a Brief, including videos, images, captions, copy, audio, stories, reels, shorts and associated files.
- 1.3 **Client** means the Agency's end client for a Brief.
- 1.4 **Platforms** means TikTok, Instagram, YouTube, Facebook, X (Twitter) and any other platforms specified in a Brief.
- 1.5 **Posting** means publication of Content on the Content Creator's own channels or as otherwise directed in a Brief.
- 1.6 **Territory** means worldwide unless a Brief specifies otherwise.
- 1.7 **Usage Period** means the period specified in the Brief; if not specified, 12 months from acceptance of the Content by the Agency.



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2. Appointment and relationship

- 2.1 The Content Creator is engaged as an independent contractor on a non-exclusive, project basis, subject to exclusivity obligations set out in clause 11 and the relevant Brief.
- 2.2 Nothing in this Agreement creates employment, a partnership, joint venture, agency (other than limited license/permissions contemplated for whitelisting/promoted posts) or fiduciary relationship.

3. Services and deliverables

- 3.1 For each accepted Brief, the Content Creator shall:
 - a) create original, authentic Content that conforms to the Brief (talking points, tags, hashtags, tone, platform specs, file formats);
 - b) comply with deadlines, quality and technical requirements; and
 - c) provide drafts for review where required and make reasonable revisions to meet the Brief.
- 3.2 The Content Creator shall not include vulgar, hateful, discriminatory, illegal, defamatory or misleading material; or any third-party IP (including music) without necessary permissions, unless the Brief provides cleared assets.
- 3.3 Analytics and reporting:
 - a) Within 30 days after Posting (or as stated in the Brief), provide screenshots or access to platform insights verifying views, reach, engagement and Posting date/time.

4. Approvals

- 4.1 Pre-posting draft approval is required if the Brief states so. The Agency will provide feedback within a reasonable time. Failure to provide feedback by the stated time in the Brief will be deemed approval for Posting.
- 4.2 The Content Creator shall promptly implement requested changes that are consistent with the Brief and applicable law.

5. Content Rights, licenses and likeness

- 5.1 **Ownership:** As between the parties, the Content Creator retains ownership of the underlying Content unless a Brief expressly states an assignment. The Content Creator warrants s/he or it holds all rights necessary to grant the licenses below.
- 5.2 **License to Agency/Client:** The Content Creator grants to the Agency and the Client a non-exclusive, transferable, sub-licensable (to media partners), royalty-free license, in the Territory, for the Usage Period, to use, reproduce, adapt, edit (including cut-downs, subtitles, resizes), distribute, display, repost and communicate the Content for marketing, advertising and promotional purposes across digital, social and paid media, and in reasonable trade/PR use. Print use is included unless excluded in the Brief.
- 5.3 **Extensions/Buy-outs:** The Agency may request extending the Usage Period, expand the Territory, or include additional media (e.g., TV, OOH) for mutually agreed additional fees.
- 5.4 **Whitelisting/Boosting:** If specified in the Brief, the Content Creator authorises the Agency/Client to run paid media from the Content Creator's handle or via platform authorisations (e.g., TikTok Spark Ads, Meta whitelisting). The Content Creator will provide required permissions within 3 business days of request.



- 5.5 **Moral rights:** To the extent permitted by law, the Content Creator waives and agrees not to enforce any moral rights (or asserts consent to reasonable edits) to enable the license in 5.2.
- 5.6 **Likeness:** The Content Creator grants the right to use their name, image, likeness, handle and biographical material for the purposes of exploiting the Content during the Usage Period.

6. Posting, takedown and removals

- 6.1 The Content Creator shall Post the Content at the agreed dates/times. If the Agency instructs a takedown or edit due to legal, compliance or brand reasons, the Content Creator shall comply within 12 hours. Where a takedown is not due to the Content Creator's breach, the Agency will not unreasonably withhold compensation for deliverables already accepted.
- 6.2 The Content Creator shall provide non-watermarked high-resolution source files upon request.

7. Advertising, legal and platform compliance

- 7.1 **ASA Code:** The Content Creator must comply with the Advertising Regulatory Board (ARB) Code of Advertising Practice (incl. Influencer Marketing Guidance), including clear, prominent disclosure such as #ad or #sponsored where applicable.
- 7.2 **Consumer protection:** The Content Creator will not make misleading claims; will ensure any claims are true, substantiated and consistent with the Brief; and will not engage in unfair, deceptive or aggressive practices under the Consumer Protection Act, 2008 (CPA).



- 7.3 **Regulated categories:** For alcohol, health, financial services, children-directed content or other regulated sectors, the Content Creator must follow applicable laws, ARB codes, industry codes and Brief instructions, and not publish content targeted at minors where prohibited.
- 7.4 **IP and music:** The Content Creator warrants that all music, footage, fonts and third-party materials are properly licensed for the specified usage and that platform-limited licenses (e.g., TikTok sounds) are not used where the Content is repurposed as ads unless the license permits. Use only cleared assets or those supplied by the Agency.
- 7.5 **Platform terms:** Comply with platform terms, community guidelines and local laws.

8. Fees and payment

- 8.1 Payment models (as per Brief):
- a) **Pay-per-View:** Rate within R0.08–R0.25 per verified view, measured for up to 30 days post-Posting; minimum R500 and maximum R7,500 per campaign/deliverable unless otherwise agreed.
 - b) **Fixed Fee:** A flat amount per deliverable or campaign as per the Brief.
 - c) **In-Kind:** If agreed in writing, compensation may be in products/services, with the agreed monetary value disclosed for tax purposes.
- 8.2 **Invoicing:** Submit a valid tax invoice (if VAT-registered) after acceptance of deliverables and submission of required analytics/proofs. The invoice must reflect the Brief ID. If not VAT-registered, issue a standard invoice.
- 8.3 **Payment terms:** Payment within 20–25 calendar days of a correct invoice and all required deliverables/analytics. The Agency may reasonably dispute an invoice within this time; undisputed portions will be paid.



- 8.4 **Withholding/Set-off:** The Agency may withhold or set-off amounts in good faith for non-performance, breach, substantiated fraud, or verified shortfall in deliverables.
- 8.5 **Taxes:** The Content Creator is responsible for all income tax, provisional tax, VAT (if registered) and other taxes. No PAYE/UIF applies as the Content Creator is an independent contractor.

9. Revisions, re-shoots and rejections

- 9.1 If Content does not meet the Brief or legal requirements, the Content Creator shall promptly correct it at own cost (up to two rounds). Material scope changes outside the Brief will be quoted separately.
- 9.2 If, after reasonable revisions, Content still fails to meet the Brief due to the Content Creator's acts/omissions, the Agency may reject and not pay for that deliverable.

10. Warranties and indemnities

10.1 The Content Creator warrants that:

- a) Content is original (or properly licensed), complies with laws, ARB Code, platform rules and this Agreement;
- b) No third-party rights (including IP, privacy, publicity) are infringed;
- c) Required permissions/releases are obtained for any featured persons, private locations or trademarks; and
- d) All disclosures are made as required.

10.2 The Content Creator indemnifies and holds harmless the Agency and the Client against losses, claims, regulatory actions, ARB rulings, fines, and reasonable legal costs arising from the Content Creator's breach of this Agreement or warranties.



10.3 The Agency warrants it has authority to grant rights in any Client-provided materials and will indemnify the Content Creator for claims arising solely from such Client-provided materials when used in accordance with the Brief.

11. Exclusivity and conflicts

11.1 **Campaign Exclusivity:** For each Brief that requires exclusivity, the Content Creator shall not promote, endorse, or feature competing brands in the same product/service category as the Client during the campaign and for the blackout period specified in the Brief (default 30 days from the final Posting date if not otherwise specified).

11.2 **Scope:** Exclusivity applies across Platforms and paid/organic media within the Territory.

11.3 **Conflicts and carve-outs:** The Content Creator must disclose existing sponsorships or conflicts prior to accepting a Brief. Reasonable carve-outs may be agreed in writing on a case-by-case basis.

11.4 **Buy-out option:** The Agency may, in its discretion, offer a fee to shorten the exclusivity/blackout or to broaden the category, subject to written agreement.

12. Confidentiality and data protection

12.1 Keep all non-public information (Briefs, pricing, unreleased products, strategy, personal data) confidential and use only to perform the Brief.

12.2 **POPIA:** Each party shall comply with the Protection of Personal Information Act, 2013. The Content Creator shall process any personal information received only on documented instructions, implement reasonable security safeguards, and promptly notify of any data breach.

12.3 No announcement or press release without prior written consent.



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13. Non-disparagement

13.1 Each party shall refrain from publishing false statements of fact that are defamatory about the other or the Client. This does not restrict honest opinions, lawful consumer feedback, or required regulatory disclosures.

14. Term, suspension and termination

14.1 **Term:** This master Agreement starts on the Effective Date and continues until terminated on 14 days' written notice. Accepted Briefs survive until completion or earlier termination under this clause.

14.2 **For cause:** A party may terminate immediately for material breach (including legal/ASA breaches, fraud, IP infringement) not cured within 5 business days after written notice, or for insolvency or unlawful conduct bringing material reputational harm (morality clause).

14.3 **Suspension:** The Agency may suspend a Brief where required by law, platform policy, Client instruction, or to investigate suspected breach.

14.4 **Effect:** On termination, all confidential information must be returned/destroyed; outstanding accepted work will be paid for, less any set-off for breach. Usage rights for accepted Content remain for the Usage Period unless termination is due to Content Creator breach, in which case the Agency may cease use at its discretion.

15. Limitation of liability

15.1 Neither party is liable for indirect, special or consequential damages or loss of profits. The Agency's aggregate liability under a Brief is limited to the fees payable under that Brief, except for non-payment. This clause does not limit liability for wilful misconduct, gross negligence, or indemnities for IP/ASA breaches.



16. Force Majeure

16.1 No liability for delay/failure due to events beyond reasonable control (e.g., platform outages, strikes, acts of God). Timeframes extend by the period of impact.

17. Notices

- a) Notices via email to: Agency: hanje@yeet.co.za;
- b) Content Creator:_____.
- c) Physical addresses per signature block for legal notices.
- d) Notices deemed received on the next business day after sending if no bounce is received.

18. Assignment and subcontracting

18.1 The Content Creator shall not assign or subcontract without written consent. The Agency may assign to an affiliate or the Client for rights exploitation. Approved subcontractors remain the Content Creator's responsibility.

19. Entire Agreement and order of priority

19.1 This Agreement, together with each Brief, constitutes the entire agreement. If there is conflict, the Brief prevails for campaign-specific commercial terms; otherwise this Agreement prevails.



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20. Governing law and Dispute Resolution

20.1 This Agreement is governed by the laws of South Africa. The parties submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Division, Pretoria. The parties will first attempt to resolve disputes through good-faith discussions for 10 business days before litigation.

21. General

21.1 No waiver unless in writing.

21.2 If any clause is invalid, the remainder remains enforceable.

21.3 This Agreement may be signed electronically under the ECTA.

21.4 Counterparts permitted.

22. Banking Details (for payment):

Bank: _____

Account Holder: _____

Account Number: _____

Account Type/Branch Code: _____

Reference: _____



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23. Signatures

Content Creator: _____

Address: _____

Email: _____

Signature: _____

Date: _____

To be signed by the Agency representative once the individual has been approved. A Digital copy will be sent back to the Content Creator.

Agency: _____

Title: _____

Signature: _____

Date: _____



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