

Creator agreement

This is the agreement between the **Creator** in relation to creative services to be provided to the **Brand**.

Table A – Definitions

Agreement date

Agency

Brand

Campaign

Creator

Creator Fee

Talent Agent

1. Definitions

In this Agreement unless the context requires otherwise:

“**Agency**” means the creative, media or social media agency acting on behalf of the Brand defined in Table A.

“**Brand**” means the end-client who the Company is working on behalf of, and the Creator is creating content for defined in Table A.

“**Business Property**” means all Materials (whatever format and wherever located), including copies, relating to the business, customers, products, finances or affairs of the Company and/or the Brand provided to or produced, maintained or stored by the Creator in connection with the Project and/or delivery of the Services (excluding the Creator's own records necessary for legal and accounting compliance).

“**Confidential Information**” means all information of a confidential nature (in whatever format and wherever located), including copies, whether created before or after the date of this Agreement and whether marked "confidential" or not, including the Business Property and any Invention.

“**Creator**” means the party creating and/or posting deliverables described in Schedule One (Creator is defined in Table A)

“**Created Works**” means any and all works created by or on behalf of the Creator in connection with the Project and/or delivery of the Services including any created Business Property (in all cases including source code and video files).

“**Equipment**” means any equipment including access passes, consumables, devices, hardware, keys, machinery, software and tools.

“**Creator Fee**” means the fees for the Services described in Schedule One.

“**Intellectual Property Rights**” means all intellectual property rights, whether registered or not, including pending applications for registration or extension of such rights, including rights to inventions, copyright and related rights, moral rights, patent rights, trade marks, trade names, goodwill and the right to sue for passing off, design right, rights in or to databases, rights to have information kept confidential, rights in or relating to confidential information, rights in relation to domain names and trade names, and all other industrial, commercial or intellectual property rights (whether registered or unregistered) throughout the world and all similar or equivalent rights or forms of protection which exist now or may exist in the future.

“**Invention**” means any invention, idea, discovery and improvements, whether or not patentable or registrable, and whether or not recorded in any medium made by the Creator in connection with the Project or the provision of the Services.

“**Materials**” means any materials including artwork, books, correspondence, databases, designs, diagrams, documents, information, manuals, papers, pitches, plans, records, reports, research, software and specifications.

“**Moral Rights**” means any moral rights including the right to be identified, the right of integrity and the right against false attribution.

“**Project**” means the project described in Schedule One.

“**Services**” means the services of the Creator to deliver the Project, including those described in Schedule One.

“**Talent Agent**” means the appointed agent representing the Creator as defined in Table A. Talent Agents negotiate creator fees and receive invoice payment on the Creator's behalf, unless stated otherwise.

The interpretation of general words will not be restricted by words indicating a particular class or particular examples.

2. Period of services

2.1 The Creator will provide the Services to the Company from the Agreement Date in Table A unless and until terminated by either the Creator or the Company giving the other not less than 14 days notice or otherwise terminated in accordance with the terms of this Agreement.

3. Duties when providing services

3.1 The Creator will provide the Services in accordance with this Agreement and will:

- a. apply such time, attention, resources and skill as may be necessary for the due and proper performance of the Services to the standard to be expected of an expert supplier of services similar to the Services;
- b. ensure that, when providing the Services, the Creator does not interfere with the activities of the Company, its employees, agents, suppliers or customers except as reasonably necessary to carry out the Services;
- c. ensure that all written Materials given by the Creator to the Company are or were accurate when given, and remain accurate and comprehensive in all material respects;
- d. act in the Company's best interests and avoid conflicts of interest and promptly notify the Company of any conflict of interest which arises; and
- e. comply with all applicable laws and Company policies and procedures from time to time insofar as they are relevant to the Services, including all relevant security and code of conduct policies.

3.2 Unless they have been specifically authorised to do so by a director of the Company in writing, the Creator will not have any authority to incur any expenditure in the name of or for the account of the Company nor hold themselves out as having authority to bind the Company.

3.3 If the Creator is unable to provide the Services due to illness or injury, the Creator must advise the Company as soon as reasonably practicable.

4. Creator fees and expenses

4.1 Provided that the Services are performed in accordance with this Agreement, the Company will pay the Creator the creator fees.

4.2 The Creator will submit an invoice with all information necessary to evidence that the Services have been provided in accordance with this Agreement and the corresponding amount payable (plus VAT, if applicable). It is understood that the agent may invoice on behalf of the Creator.

4.3 The Company will pay each valid invoice submitted by the Creator within 30 days of receipt.

4.4 Payment in full or in part of the creator fees (or any other sums) claimed under section 4 will be without prejudice to any claims or rights of the Company against the Creator in respect of the provision of the Services.

4.5 Company shall provide the Creator with all necessary invoicing information listed above before the content goes live. Should the Company fail to provide all relevant information and documentation in order for the Creator to submit a valid invoice the same working day that the deliverables go live, then Creator shall have the right to backdate their invoice to the date at which all deliverables go live.

5. Other activities

5.1 Nothing in this Agreement will prevent the Creator from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the period of the Services provided that:

- a. such activity does not cause a breach of any of the Creator's obligations under this Agreement;
- b. If specified in Schedule One under "Exclusivity", the Creator will not engage in any such activity if it relates to a business which is similar to or in any way competitive with the business of the Company in connection with services connected to a project similar to the Project without the prior written consent of a director of the Company. Conflicting businesses will be defined in Schedule One.

6. Assignment and inventions

6.1 The Creator hereby assigns to the Brand, the Created works only as outlined in Schedule One ("Assigned Rights").

7. Non-infringement

7.1 The Creator represents, warrants and undertakes that:

- a. only the Creator will undertake the services to create any Created Works;
- b. none of the Created Works will copy wholly or substantially from any other work or material and the use or exploitation of the Created Works will not in any way violate or infringe any rights of any third party;
- c. where any Created Works contain licensed Equipment or Materials, such licences will be either (i) on an open-source basis or (ii) on a world-wide and royalty-free basis;
- d. there are no claims (actual or threatened) that the Created Works or any part of them infringe the Intellectual Property Rights of any third party; and
- e. The Creator is the sole owner of the Assigned Rights, free of any encumbrances including any security interest, equity, claim, restriction, reservation, conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected) and is entitled to enter into this Agreement and has not previously assigned any of the Assigned Rights or granted any licence to any of the Assigned Rights to any third party or given any permission to any third party to use any of the Assigned Rights or otherwise has no obligations to any third parties which are inconsistent with the rights and obligations set out in this Agreement and the Creator is unaware of any use by any third party of the Created Works.

8. Moral rights

8.1 The Creator retains any Moral Rights in any of the Assigned Rights.

9. Confidential information and business property

9.1 All Business Property remains the property of the Company and / or the Brand.

9.2 The Creator will not (except in the proper course of their duties), either during term of this Agreement or at any time afterwards, use or disclose to any third party (and will use their best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:

- a. any use or disclosure authorised by the Company or as required by law; or
- b. any information which is already in, or comes into, the public domain otherwise than through the Creator's unauthorised disclosure.

9.3 The Creator will promptly on request return to the Company and / or Brand all and any Business Property in their possession and/or control.

10. Data protection

10.1 Unless the context otherwise requires, the terms "Personal Data" and "Special Category Personal Data" will have the meanings given to them in the United Kingdom General Data Protection Regulation, the Data Protection Act 2018 and any similar, analogous or replacement legislation.

10.2 Personal Data and Special Category Personal Data relating to you (including sensitive personal data such as medical details and details of gender, race and ethnic origin) may, to the extent that it is reasonably necessary, in connection with your service or the business of the Company:

- a. be collected, stored or held (in hard copy and computer readable form) and/or processed by the Company; and
- b. be disclosed or transferred to:
 - I. employees or workers of the Company or any other group company and their employees or workers;
 - II. insurers, bankers, professional advisers such as lawyers and accountants;
 - III. any potential buyer, investor or lender of the Company;
 - IV. any other persons as may be reasonably necessary or as authorised by the Company; and
 - V. as otherwise required or permitted by law, as set out in, and for the purposes set out in, the Company's privacy policy.

10.3 The Company may process your Personal Data and Special Category Personal Data for a number of legitimate business purposes, including but not limited to:

- a. administering and maintaining personnel and/or supplier records;
- b. due diligence pertaining to acquisition, merger, and equity and debt financing of the Company;
- c. providing information to governmental and quasi-governmental bodies; and
- d. enabling equal opportunity monitoring and compliance.

10.4 With regard to the transfers referred to in clause 10.2 above, this may involve transfer of such data both within and outside the United Kingdom, and in all cases the Company will take reasonable steps to ensure that your Personal Data and Special Category Personal Data continues to be adequately protected.

10.5 You will comply with the Company's data protection policy when processing personal data relating to any employee, worker, customer, client, supplier or agent of the Company.

10.6 Each Party will, at its own expense, ensure that it complies with and where necessary assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation) (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 and any successor legislation; and (ii) for so long as and to the extent that the law of the EU has legal effect in the UK, the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable EU regulation relating to privacy. This clause is in addition to, and does not reduce, remove or replace, a party's obligations arising from such requirements.

10.7 The Parties will enter into a separate data sharing or processing agreement if required to do so under the relevant data protection legislation in relation to the data processed or shared during the term of this agreement.

11. Termination

11.1 Notwithstanding section 2, the Company may terminate this Agreement with immediate effect without notice and without any liability to make any further payment to the Creator (other than in respect of amounts accrued before the termination date) if at any time:

- a. The Creator commits any gross misconduct affecting the business of the Company;
- b. The Creator commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of the Company;
- c. The Creator is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
- d. The Creator makes any arrangement with or for the benefit of their creditors or is declared bankrupt or has a county court administration order made against them under the County Court Act 1984;
- e. The Creator commits any fraud or dishonesty or acts in any manner which in the reasonable opinion of the Company brings or is likely to bring the Creator or the Company into disrepute or is materially adverse to the interests of the Company; or
- f. The Creator commits a serious breach of the policies and procedures of the Company.
- g. The Creator creates any social media content about the Brand or Company which is deemed to be false or publishes details of this agreement which are considered to be confidential.

11.2 If Company should terminate this Agreement for anything other than a material breach by the Creator then Company shall pay the Creator 50% of the Fee or on a pro-rata basis for services performed.

11.3 The rights of the Company under this section 11 are without prejudice to any other rights that it might have at law.

12. Obligations on termination

12.1 The Creator will immediately return any Business Property.

12.2 The Creator will irretrievably delete any information relating to the business of the Company stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in the Creator's possession or under the Creator's control outside the premises or computer systems of the Company.

12.3 Upon completion, the Creator will provide verification that they have complied fully with their obligations under this section 12.

12.4 If reasonably requested by the Company within 30 days following the termination of this Agreement for whatever reason, the Creator will at their cost

- a. provide all reasonable assistance to the Company to ensure an orderly handover of the Services to a successor contractor or employee; and
- b. ensure that the handover is carried out with the minimum inconvenience and disruption to the Company and its business.

13. Status

13.1 The Creator will be an independent contractor and nothing in this Agreement will render the Creator an employee, worker, agent or partner of the Company and the Creator will not hold themselves out as such.

13.2 The Creator confirms that they will be personally fully responsible for

- a. any taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and
- b. any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Creator or any Substitute against the Company arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Company.

14. Notices

14.1 Any notice or other communication given to a party under or in connection with this Agreement will be in writing and will be delivered by hand or sent by email to the other party's email address as notified from time to time.

14.2 Any notice or communication will be deemed to have been received:

- a. if delivered personally, at the time of delivery;
- b. if sent by email, 1 hour after the time sent unless the sender receives an automated message that the email has not been delivered.

14.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15. Entire agreement and pre-contractual statements

15.1 This Agreement is the entire agreement between the Creator and the Company relating to the Services and each agrees that:

- a. (unless specifically stated otherwise) they supersede any previous agreement or understanding relating to them;
- b. in entering into this Agreement neither the Creator nor the Company has relied on any pre-contractual statement; and
- c. the only remedy available to it/them or arising out of or in connection with any pre-contractual statement will be for breach of contract.

15.2 Nothing in this Agreement will, however, operate to limit or exclude any liability for fraud.

16. Third party rights

16.1 Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

16.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

17. Liability

17.1 Nothing in this Agreement shall exclude or restrict either party's liability for death or personal injury resulting from the negligence of that party.

17.2 Neither Party shall not be liable to the other in contract, tort (including negligence or breach of statutory duty), or otherwise for any of the following losses or damages, whether direct or indirect, arising out of, or in connection with this Agreement:

- a. loss of actual or anticipated profits, business, or revenue;
- b. loss of goodwill or damage to reputation; or
- c. any indirect, special, or consequential loss or damage howsoever caused.

17.3 Either Party's maximum aggregate liability in contract, tort, or otherwise (including any liability for any negligent act or omission) howsoever arising out of or in connection with this Agreement shall be limited to the Fee.

18. Indemnity

18.1 Both Parties shall indemnify and keep indemnified the other from and against all claims, damage, losses, costs (including, without limitation, all reasonable legal costs), expenses, demands, or liabilities arising out of or in connection with:

- a. any income tax, employee's National Insurance contributions, interest, fines, and/or penalties thereon arising;
- b. any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses); and
- c. any unauthorised act or omission of or any negligence, wilful default, or breach of duty in the provision of the Services by either Party.

19. Party warranties

19.1 The Creator warrants, represents and undertakes to the Company:

- a. they are entitled to enter into this Agreement and grant all rights and consents granted hereunder; the Agreement does not conflict with any existing commitment or agreement on their part; and
- b. they undertake not to do anything during the Term or any exercised option term which may reasonably be considered by the Company or the Brand to be detrimental or prejudicial to the Company, the Brand or the Campaign or to bring any of them into disrepute or adversely to affect the reputation or business of either of the Company or the Brand, the effectiveness of the Brand's advertising or the value of its association with the Creator; and
- c. they confirm they know of no reason from their past or present personal, professional or financial affairs why their appearance in the Campaign would or could bring public disgrace, conflict or ridicule to the Company or Brand; and
- d. they will supply their services to the best of their ability at all times in a manner directed by the Brand and director and will be willing to cooperate and do everything reasonably within their capacity to ensure a first-class performance; and
- e. they will listen attentively to all health and safety advice given to them during the service dates and strictly adhere to all health and safety instructions; and
- f. they are to the best of their knowledge in a good state of physical and mental health and are not suffering from any illness or condition that the Brand may be able to effect insurance under normal conditions;
- g. they will not wear heavily branded clothing, feature other brand logos or signage in their content, and if such elements are present, they are responsible for blurring, editing, or hiding them to ensure they are not visible.
- h. the creator cannot subcontract the service without the Company's prior written consent (contract is signed intuitu personae)
- i. the creator has signed the Company's code of conduct

19.2 The Company agrees to:

- a. Provide the Creator with clear and complete briefs for all creative work.
- b. Ensure timely feedback, approvals, and guidance in alignment with the deliverables outlined in Schedule One.
- c. Honour all obligations related to the execution of the campaign, including approvals, amendments, and content usage

terms.

- d. Assume full responsibility for compliance with legal, advertising, and industry regulations.
- e. Handle all communication and coordination directly with the Creator or their Talent Agent.

20. Credit

21.1 This contract was written by CreatorOS (creatoros.xyz). By using this template you to agree to include this credit clause in the contract. This attribution must remain in the contract unless explicitly waived in writing by CreatorOS.

21. General

20.1 This Agreement may only be varied by a document signed by both the Creator and the Company (or their authorised representatives).

20.2 No failure or delay by the Creator and the Company to exercise any right or remedy, or any partial exercise of any right or remedy, under this Agreement will waive that or any other right or remedy.

20.3 This Agreement may be executed in any number of counterparts.

20.4 The validity, construction and performance of this Agreement will be governed by and construed in accordance with the laws of England and Wales and each of the Creator and the Company irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim, dispute or matter arising under or in connection with this Agreement.

Schedule One

Details

Agreement date

Brand

Campaign / Brief

Creator

Brief

Perks

Expenses

Total allowance paid to creator:

Exclusivity

Filming Details

Special Terms & Notices

Number of Deliverables

Creator Fee

Creator will be paid the fee for fulfilling their obligations within this agreement.

Deliverable

Name

Format

Details

Music

Organic usage Creator to post –
Brand can post –
Brand can re-purpose –
Posting instructions –

Paid usage Brand can use in paid –
Creator to authorise ads –
Paid media spend up to –

Key dates Submit content by –
Target live date –

Approvals Round of amends –
Mutual sign off –

Submission

Please indicate your acceptance of these terms and conditions by signing below:

Agreed to and accepted

The creator

Agreed to and accepted

Agreed to and accepted
