

CONTENT CREATOR AGREEMENT

This AGREEMENT (**Agreement**) is dated

Between:

Creative Converters Pty Ltd (ACN 642 479 534) of **Suite 2, 104 Dover Street Cremorne (Creative Converters)**

and

.....

Of Address

.....

(**Content Creator**).

Background:

- A. Creative Converters is in the business of marketing and advertising.
- B. Creative Converters wishes to engage the Content Creator, on a non-exclusive basis, to create video content for marketing purposes on the terms set out below.
- C. The Content Creator wishes to accept that engagement, on the terms set out below.

In consideration of the mutual promises and obligations set out herein, it is AGREED as follows:

1. Definitions and interpretation

- 1.1. In this Agreement, unless the context otherwise requires, the following definitions shall apply:

Business Day means a day that is not a Saturday, Sunday or public holiday in the State of Victoria.

Delivery Date means the delivery date specified by us before each project and mutually agreed upon.

Extension Conditions means the extension conditions as set out in the Appendix;

Bonus Fee means a fee of AUD \$50 that is awarded to the Content Creator for timely delivery;

Fee means the fee payable in accordance with clause 5;

Filming Guidelines means the guidelines for Recordings as set out in the Appendix;

Child means a child as defined in the Child Employment Act 2003 (Vic) as a person under 15 years of age;

Child Employment Permit means a child employment permit pursuant to Child Employment Act 2003 (Vic);

Child Employment Authority Form means a form signed by the parent permitting the Child to work in the Recordings;

Confidential Information means and includes:

- (a) all information whether trade secrets, commercial, financial, technical, statistical, marketing or otherwise, of Creative Converters, in whatever form or medium (including orally, in writing or in machine readable form) which is (whether before or after the date of execution of this Agreement):
 - (i) disclosed by Creative Converters to the Content Creator; or
 - (ii) otherwise acquired or obtained by the Content Creator; or
 - (iii) obtained by the Content Creator through observations made or discussions held with Creative Converters;

together with all analyses, copies, compilations, data, notes, plans, studies, interpretations, results, computer modelling or other documents (in whatever form or medium) which are derived from or in connection with, directly or indirectly, such information or which (in whole or in part) contain, reflect or are based upon such information.

Intellectual Property Rights means all rights (whether created before, on or after the date of this Agreement and whether registered or unregistered) in respect of copyright, trade marks, patents, designs, protection of confidential information, inventions, know-how, product or business concepts, goodwill and any other identifiable result of intellectual endeavour, whether arising under statute or otherwise.

Ordinary Business Hours means hours between 10:00am and 7:00pm weekdays, excluding public holidays.

Legally Required or Compelled means required or compelled by applicable law or by any court of competent jurisdiction or by the rules or regulation of any stock exchange or other securities regulation authority provided that the requirement or compulsion does not arise as a result of a voluntary act on the part of the Content Creator.

Products means goods or services of Creative Converters' clients that are to be promoted via recordings made by Content Creators;

Satisfaction Requirements means the minimum satisfaction requirements for the Recordings as set out in the Appendix;

Services means the services to be provided by the Content Creator to Creative Converters as set out in clause 2.

Talent Consent and Release Form means a legal release signed by the Content Creator or their parent or legal guardian granting permission to publish, disseminate and release the materials in one form or another and as set out in Schedule 1 of this Agreement.

1.2. Unless expressed to the contrary, in this Agreement:

- (a) words in the singular include the plural and vice versa;
- (b) any one gender includes the other genders;
- (c) includes means includes without limitation; and
- (d) no rule of construction will apply to the disadvantage of a party because that party drafted, put forward or would benefit from any term.

2. **Services Engagement**

- 2.1. Creative Converters has engaged the Content Creator to record themselves using and reviewing the Products (**Recordings**). The Content Creator will be advised in writing on the number of Recordings required.
- 2.2. The Content Creator will record their performance using their own device. The Content Creator's face will clearly appear in the Recordings, and the Recordings must be of the acceptable quality.
- 2.3. The Content Creator agrees to sign a Talent Consent and Release Form or cause it to be signed by their parent or legal guardian, approving the release of all Recordings before they shoot video content at home or on location with the Creative Converters production team.
- 2.4. The Content Creator must adhere to the Filming Guidelines.
- 2.5. Creative Converters will provide the Content Creator with the Products, documentation and a schedule related to the recording of the performance.
- 2.6. Creative Converters may provide the Content Creator with a script and may consult in person with the Content Creator in order to give them a full understanding of the requirements.
- 2.7. The Content Creator will deliver the Recordings by the Delivery Date and in the format requested by Creative Converters. The Content Creator acknowledges and agrees that the time is of the essence and that if the Content Creator fails to deliver the Recordings by the Delivery Date, then he or she will not be afforded with a Bonus Fee.
- 2.8. The Recordings must meet the Satisfaction Requirements. If the Recordings do not meet the Satisfaction Requirements, then Creative Converters will, at its discretion, request the Content Creator to re-record the Recordings.
- 2.9. If the Content Creator is unavailable to deliver the Recordings by the Delivery Date, they will promptly notify Creative Converters. Creative Converters, at its sole discretion, may provide the Content Creator with an extension in accordance with the Extension Conditions.
- 2.10. Unless otherwise agreed with Creative Converters in writing, the Content Creator is responsible for all costs and expenses incurred in the course of providing Services, including any parking, travel-related expenses, IT hardware and software and internet connections.

3. **Content Creator's obligations**

- 3.1. The Content Creator must at all times:
 - a) provide the Services to a high professional standard, and with all due skill and care;
 - b) ensure that the Content Creator has the necessary skills to address any technical issues arising in the course of the provision of the Services including, where necessary, researching the solution to a technical issue and let Creative Converters know if they do not;
 - c) ensure that the Content Creator has the necessary skills and software required to provide the Services;
 - d) provide the Services in accordance with the reasonable directions and guidelines from Creative Converters and policies notified to the Content Creator from time-to-time; and
 - e) to keep the Confidential Information confidential, unless Legally Required or Compelled to disclose the Confidential Information.

- 3.2. The Content Creator warrants and undertakes that they:
- a) have the level of skill, knowledge, resources and ability which may be expected of a person experienced in providing services of the nature contemplated by this Agreement;
 - b) will at all times in performing its obligations under this Agreement comply with all applicable laws and regulations;
 - c) have consented to the broadcasting, Internet streaming, sharing, distribution of the Recordings for a period of ten (10) years; and
 - d) will not infringe a third party's Intellectual Property Rights in the course of providing the Services.
- 3.3. The Content Creator agrees to the publication of all materials (for example on-line or otherwise). The Content Creator acknowledges and agrees that they cannot revoke their permission in relation to the release of the materials and cannot ask for them to be taken down under any circumstances. For the avoidance of doubt, if the Content Creator is offered another job that is in conflict with the materials created pursuant to this Agreement, Creative Converters has no obligation to take down, delete or remove the materials.
- 3.4. If a creator pulls out of a job once they have been confirmed, it is the creators responsibility to post the product/s back to the Creative Converters office at Suite 2, 104 Dover Street, Cremorne 3121 VIC. The creator is responsible for covering the cost of postage. Creative Converters will not reimburse any postage costs.

4. **Working with Children**

- 4.1. Creative Converters warrant that they have obtained Child Employment Permit(s). Where the Content Creator is employing the Child, the Content Creator must obtain a Child Employment Permit.
- 4.2. The Content Creator warrants that when producing the Recordings themselves, they will be liable for arranging the direct supervision of the Child.
- 4.3. Where the Recordings take place at locations under the directions of Creative Converters, Creative Converters will arrange for direct supervision of the Child.
- 4.4. Where the Child is a Content Creator itself, then authority will be required from the parent or legal guardian.
- 4.5. The Content Creator will sign or caused to sign the Child Employment Authority Form.

5. **Payment and GST**

- 5.1. The Content Creator agrees that the fee paid for the Recordings will be one-off and that they will not be entitled to any further payment for subsequent use, broadcasting, Internet streaming, distribution or sharing of the Recordings.
- 5.2. Creative Converters will pay via electronic funds transfer into the PayPal account OR bank account as directed by the Content Creator.

6. **Intellectual property rights**

- 6.1. Nothing in this Agreement affects the ownership of any Intellectual Property Rights in existence prior to the Commencement Date.
- 6.2. As between the parties, the Intellectual Property Rights in:
- a) all materials, including but not limited to written, audio and visual, produced in relation to any of the Services;
 - b) all Recordings produced in relation to any of the Services;

- c) any modifications or amendments made to the items referred to above, vest in, and are owned by Creative Converters, regardless of whether any relevant material was produced, created, modified or amended by the Content Creator or by or on behalf of Creative Converters.
- 6.3. If requested by Creative Converters, the Content Creator will provide whatever assistance Creative Converters may reasonably require in relation to it enforcing its rights as set out in this clause, including conducting any legal proceedings or making any claim against any other person alleging that that other person has infringed the Intellectual Property Rights.
 - 6.4. The Content Creator must not, without the prior written consent of Creative Converters, use copies of any works created for Creative Converters, for any promotional purposes.
 - 6.5. Any materials and other documentation, information or materials supplied to the Content Creator under this Agreement (**Supplied Materials**) are provided for the sole purpose of the Content Creator providing the Services and meeting the Content Creator's obligations under this Agreement. The Content Creator agrees to not reproduce, modify, disclose or otherwise use Supplied Materials for any other purpose.
 - 6.6. The Content Creator hereby consents, in favour of Creative Converters, its licensees, successors in title and any person authorised by Creative Converters, to make any changes to the material produced for Creative Converters (including distortions, additions, alterations, colourations or adaptations of the materials) or any other acts or omissions which would, but for the consent, infringe any of their moral rights or similar rights in respect of the materials.
- 7. Use of the recordings**
- 7.1. The Content Creator acknowledges that, in respect to any Recordings in connection with the Products, Creative Converters may:
 - (a) Edit the Recordings by any means and use such edited recordings for marketing purposes,
 - (b) Dub the voice of the Content Creator into languages other than English and/or use sub-titles translated into any and all languages;
 - (c) Change the sequence of the Recordings; and
 - (d) Assign or licence the Intellectual Property Rights in the Recordings at its absolute discretion.
- 8. Confidential Information and Restraint of Trade**
- 8.1. Without limiting the Parties' obligations or rights at law:
 - a) The Content Creator will not at any time divulge or in any way communicate Confidential Information to any third party including the media except as far as may be necessary or required in connection with the proper performance the Content Creator's obligations and duties unless the Content Creator is specifically authorised or directed by Creative Converters to do so and this obligation extends beyond the termination of this Agreement.
 - b) After termination of this Agreement, the Content Creator must not transmit record, save or possess Confidential Information in any form including electronic.
 - c) After termination of this Agreement, the Content Creator must return to Creative Converters any Confidential Information that is in the Content Creator's possession or control and in the case of copies, must either return or destroy the Confidential Information.

- 8.2. For the period of 12 months after the end of this Agreement, the Content Creator must not canvass, solicit, or attempt to entice away from Creative Converters any person or company who were or are the clients, employees or customers of Creative Converters.

9. **Termination and effect of termination**

- 9.1. Either party may terminate this Agreement at any time, for any reason, by providing one weeks' written notice of termination to the other party.
- 9.2. Creative Converters may terminate this Agreement at any time (including immediate termination) by written notice to Content Creator:
 - (a) if they are in default under any material provision of this Agreement, at any time and the default has not been remedied within 2 days after written notification of the default; and/or
 - (b) if they are incapacitated and/or unable to continue to comply with any continuing obligations under this Agreement.
- 9.3. If this Agreement is terminated by Creative Converters, then they will not be obliged to pay the Content Creator.
- 9.4. Clauses 6, 7, 8, 9 and 10 survive termination of this Agreement.

10. **Liability and indemnity**

- 10.1. To the extent permitted by law, and notwithstanding any other provision of this Agreement, Creative Converter's liability to the Content Creator in connection with this Agreement is limited to the amounts paid by Creative Converter to the Content Creator under this Agreement.
- 10.2. To the extent permitted by law, Creative Converters will not be responsible for any claim, loss, damage or injury suffered by the Content Creator that arise from the use of the Products.
- 10.3. The Content Creator agrees that Creative Converters is not responsible for any conduct or default of the Content Creator and will not be liable for any claim, loss, damage, cost or expense (whether arising under statute, from negligence, personal injury, death, property damage, infringement of third-party rights or otherwise) caused by the Content Creator pursuant to or in connection with this Agreement.
- 10.4. The Content Creator agrees that Creative Converters is not responsible and will not be liable for any comments, whether positive or negative, about the Recordings or about the Content Creator once they are broadcasted or streamed. If the Content Creator is trolled for or subjected to online bullying or threats in relation to the Recordings, they must promptly notify Creative Converters.
- 10.5. The Content Creator will indemnify and keep indemnified Creative Converters and its employees and contractors against all claims, demands, causes of action, losses, liabilities, damages, judgements, costs or expenses (including, without limitation, reasonable lawyers' fees and costs and reasonable settlement costs) which may be incurred or sustained by The Creative Converters or its employees and contractors as a result of:
 - a) any negligent or reckless conduct by the Content Creator in the course of providing Services pursuant to or in connection with this Agreement;
 - b) any breach by the Content Creator of his obligations under this Agreement.

11. General provisions

- 11.1. Relationship of Parties. The Content Creator and Creative Converters are independent contracting parties, and nothing in this Agreement will make either party the employee, partner, agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.
- 11.2. Sub-contracting. The Content Creator must not subcontract or otherwise arrange for another person to perform any part of the Services or to discharge any of the Content Creator's obligations under any part of this Agreement without the prior written consent of Creative Converters.
- 11.3. Notices. Any notice, demand, consent or other communication given or made under this Agreement must be in writing, signed by an appropriately authorised representative of the party, and addressed to the other party's address set out in this Agreement as applicable.
- 11.4. Assignment. The rights and obligations arising under this Agreement are personal to the Content Creator. They may not assign, license, sub-license or transfer all or any part of the Content Creator's rights and obligations under this Agreement without the prior written consent of Creative Converters.
- 11.5. No implied waiver. The failure of Creative Converters at any time to require performance by the Content Creator of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter, nor will the waiver of Creative Converters of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision.
- 11.6. Severability. If any provision of this Agreement is or becomes invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law the validity of this Agreement will not be affected. The invalid provision will be deleted, and the remaining provisions of this Agreement will remain in full force and effect.
- 11.7. Entire agreement. This Agreement, together with any services engagements, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior oral or written representations and agreements.
- 11.8. Variation. No alteration, modification, change or variation of any of the provisions of this Agreement will be binding upon either party unless in writing and signed by a duly authorised representative of each party.
- 11.9. Governing Law and Jurisdiction. This agreement is governed by the laws of the State of Victoria and the Commonwealth of Australia. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this Agreement.

EXECUTED AS AN AGREEMENT on the

_____ Day of _____, 2021

EXECUTED by the Content Creator
in their personal capacity:

in the presence of:

.....
Insert name

.....
Signature of an Independent Adult Wit-
ness

.....
Name of Witness (Please Print)

CREATOR IGNORE - CC SIGNATURES

EXECUTED by Creative Converters Pty Ltd (ACN 642 479 534) in accordance with s127 of the *Corporations Act 2001* (Cth) by:

Signature of Director

Print Name

Signature of Director or Company Secretary

Print Name

Signature of an Independent Adult Witness

Name of Witness (Please Print)

Signature of an Independent Adult Witness

Name of Witness (Please Print)

and if only one person has signed, that person states that he is a sole director and sole secretary of the company.

APPENDIX

Filming Guidelines:

Content Creator must shoot the Recordings with sufficient lighting. No professional lighting is required unless stated otherwise either verbally or in writing.

Lighting must be light and bright, natural lighting is best. Content Creator is allowed to shoot outside if needed to achieve desired lighting requirements.

Recordings must be clear. Creative Converters will not accept dark, low quality videos. Content Creator will be required to re-shoot content.

Content Creator must shoot in a quiet room with no background distractions. Content Creator must shoot in appropriate locations. Locations must be tidy and free from mess.

Content Creator should not use any filming features that are available on their smart-phone and that may distort the video. For example, Content Creator must not use filters, slow motion effect unless instructed otherwise either verbally or in writing.

Content Creator is not required to edit the Recordings. Content Creator must send only the RAW videos.

Content Creator must film on 1080P HD at 30 FPS. Any other settings will distort the quality of video. Content Creator can only shoot in portrait mode. Landscape shots will not be accepted.

Content Creator must use the Product(s) to create the Recordings.

Content Creator must use the brief as a guide and must interpret it into their own words. Creative Converters will not accept Recordings where it is clearly evident that the Content Creator is simply reading the brief. Content Creator must speak with enthusiasm and authority.

Content Creator must not talk about Product(s) poorly in the Recordings. Content Creator must not use abusive language or swear on the Recordings.

The audio of the Recordings must be clear and crisp. Content Creator must ensure that they are heard in their Recordings. Creative Converters will not accept any Recordings where there is background noise, or the Content Creator is mumbling/rushing through the sentences.

Content Creator must follow the outfit guidelines outlined in the brief. Content Creators must wear bold and bright colours. Content Creator must not wear patterned clothing. Clothing must be appropriate to the Product(s) being promoted and be relatable.

Content Creator must not wear low cut tops. Midriffs and under garments must not be visible in the Recordings. Content Creator must look presentable at all times in the Recordings. In particular, hair must be brushed, makeup must be natural and clothing must be clean and ironed.

Content Creator must only send Creative Converters his or her best videos. Unless specified otherwise, Content Creator must not giggle or crack a joke on any product or brand. Content Creator must act in a professional manner.

Content Creator must not post on any social media or online platforms regarding their roles as a creator or filming processes, unless approved by Creative Converters in writing.

Satisfaction Requirements

The following will render the Recordings as unsatisfactory:

- Poor lighting choice for the Recordings. Recordings are dark and make it difficult to see the Product(s).
- Content Creator uses false information or information that is not in the brief in the Recordings.
- Creator has not followed the brief structure and has not shot the Recordings in accordance with the Filming Guidelines.
- Unable to clearly understand from the Recordings what the Content Creator is saying, or the audio levels are too low.
- Background in the Recordings is messy and not on brand with the Product(s).
- Content Creator does not look presentable and has not followed the outfit guidelines as contained within the Filming Guidelines and provided separately.
- The recordings poorly represent the product being sold.

Extension Conditions

An extension may not be granted if Content Creator has not communicated the need for an extension 2 days before the due date.

An extension may not be granted if Creative Converters has had to follow up with the Content Creator more than once about the expected arrival of the Recordings after the due date.

If the Content Creator does not send the Recordings on or before the due date, the Content Creator will forfeit 50% of their paid amount.

If Creative Converters decide not to give Content Creator an extension, then the Content Creator may be asked to post the Product(s) back. Creative Converters will compensate the Content Creator for any postage fees. Content Creator must provide postage receipts.

If a Content Creator is not granted an extension, then he or she will not be paid for the Recordings.

SCHEDULE 1
Talent Consent and Release Form

DATE:

1. I, of

.....

hereby give Creative Converters a perpetual, irrevocable and unqualified consent to use my likeness, image, photographs and videos that have been or will be taken of me in the future (**Recordings**) for the purpose of promoting the business of Creative Converters' clients and/or Creative Converter's business.

2. This consent extends to use and reproduction of the Recordings:
 - On the internet, including any websites;
 - In social networking contexts, including on Facebook, Instagram, Flickr, MySpace, YouTube, Twitter, TikTok and any other established or emerging social media platforms; and
 - In catalogues, brochures, flyers or any other form of marketing or promotional material.
3. I understand and accept that Creative Converters, its agents, employees or clients have the final say in which of the Recordings they decide to use in conjunction with their respective businesses.
4. I understand that I am not able to use and reproduce the Recordings for my own private professional modelling or acting portfolio.
5. I agree not to:
 - use the Recordings for any commercial purpose (such as selling them to another business or providing them to any other publication or other third party, including blog writers);
 - crop, change or edit the Recordings in any manner and only use them in the format that they have been provided to me in; and
 - display the Recordings in public other than as permitted under clause 4.
6. I confirm that I am of the age of eighteen (18) or over and have the right to contract in my own name.
7. I understand that I am not entitled to any ongoing fees or payments for the ongoing use of the Recordings.

Executed by

.....
Print Name

.....
Signature

.....
Date

.....
Signature of Witness

.....
Name of Witness (Please Print)

Talent Consent and Release Form - Child

DATE:

1. I,

of

.....

the parent or legal guardian of

.....(Child)

hereby give Creative Converters a perpetual, irrevocable and unqualified consent to use the Child's likeness, image, photographs and videos that have been or will be taken of the Child in the future (Recordings) for the purpose of promoting the business of Creative Converters' clients and/or Creative Converter's business.

2. This consent extends to use and reproduction of the Recordings:

- On the internet, including any websites;
- In social networking contexts, including on Facebook, Instagram, Flickr, MySpace, YouTube, Twitter, TikTok and any other established or emerging social media platforms; and
- In catalogues, brochures, flyers or any other form of marketing or promotional material.

3. I understand and accept that Creative Converters, its agents, employees or clients have the final say in which of the Recordings they decide to use in conjunction with their respective businesses.

4. I agree not to:

- use the Recordings for any commercial purpose (such as selling them to another business or providing them to any other publication or other third party, including blog writers);
- crop, change or edit the Recordings in any manner and only use them in the format that they have been provided to me in; and
- display the Recordings in public.

5. I understand that I or the Child is not entitled to any ongoing fees or payments for the ongoing use of the Recordings.

Executed by

.....
Print Name

.....
Signature

.....
Date

.....
Signature of Witness

.....
Name of Witness (Please Print)

