

MEDIAHOLIC CREATOR AGREEMENT

User-Generated Content (UGC) Programme

This Agreement is entered into between:

Mediaholic Marketing (Pty) Ltd
("Mediaholic", "we", "us", or "our")

and

The Creator
("you" or "the Creator")

Effective from the date of acceptance by the Creator.

1. Purpose of the Agreement

Mediaholic operates a creator programme that connects independent content creators with brands seeking authentic, locally produced content.

This Agreement sets out:

- How content is submitted
- How selection and payment works
- How client relationships are protected
- The responsibilities of both parties

The Creator participates as an **independent contractor**, not an employee or agent of Mediaholic.

2. Creator Participation

2.1 Participation in the Mediaholic creator programme is **by invitation and approval** at Mediaholic's discretion.

2.2 Mediaholic may limit participation by region, project type, or creator capacity while processes are refined.

2.3 Mediaholic is under no obligation to offer ongoing work or a minimum number of projects.

3. Content Submissions

3.1 Mediaholic will from time to time provide project briefs outlining:

- Content requirements
- Submission format
- Deadline
- Payout amount

3.2 The Creator may submit content only in accordance with the project brief.

3.3 All submissions must be:

- Original work created by the Creator
- Free of third-party rights, music, or footage unless explicitly permitted
- Suitable for commercial use

3.4 Submission of content does **not** guarantee selection or payment.

4. Selection & Approval

4.1 MediaholiC, in consultation with its client where applicable, has sole discretion to:

- Select submissions
- Request revisions
- Decline submissions

4.2 MediaholiC is not required to provide reasons for non-selection.

5. Payment Terms

5.1 Payment is made **only for content that is selected and approved.**

5.2 The payout amount will be clearly communicated per project before submission.

5.3 Payment will be made after:

- Content approval, and
- The Creator has provided valid banking details upon request.

5.4 The Creator acknowledges that:

- No payment is due for unselected submissions
- Payment timelines may vary depending on internal processing and client approval

5.5 All payments are made in South African Rand (ZAR), unless otherwise agreed.

6. Banking Details

6.1 The Creator agrees to provide accurate banking details **only once content has been approved.**

6.2 MediaholiC will take reasonable steps to keep banking information confidential.

6.3 MediaholiC is not responsible for delays caused by incorrect or incomplete banking information.

7. Intellectual Property & Usage Rights

7.1 The Creator retains ownership of all submitted content **until it is selected and paid for.**

7.2 Upon payment, the Creator grants MediaholiC and its client a non-exclusive, royalty-free licence to use the approved content:

- For marketing, advertising, and promotional purposes

- On digital platforms including social media, websites, and paid media
- For the duration and scope reasonably required by the campaign, unless otherwise specified in the project brief

7.3 Mediaholic does not claim ownership of unused or unselected submissions.

8. Non-Circumvention & Non-Solicitation

8.1 A **Mediaholic-Introduced Client** is any brand or business the Creator is introduced to through the Mediaholic programme and with whom the Creator had no prior working relationship.

8.2 The Creator agrees that they shall not, without Mediaholic's written consent:

- Directly or indirectly approach, solicit, or contract with a Mediaholic-Introduced Client
- Provide content creation or related marketing services to such clients outside of Mediaholic

8.3 This restriction:

- Applies only to Mediaholic-Introduced Clients
- Applies only to content creation and related marketing services
- Does not prevent the Creator from working with other clients independently

8.4 The Creator may not attempt to bypass Mediaholic by using third parties or alternative arrangements.

9. Referral & Commission Opportunity

9.1 Where the Creator identifies an opportunity for a Mediaholic-Introduced Client to engage additional services offered by Mediaholic, the Creator may introduce the opportunity to Mediaholic.

9.2 If Mediaholic enters into a commercial agreement as a result of such introduction, the Creator may be eligible for a referral commission.

9.3 Commission rates, eligibility, and duration will be communicated separately and may vary by project or service.

10. Independent Contractor Status

10.1 The Creator is an independent contractor and not an employee, partner, or agent of Mediaholic.

10.2 Nothing in this Agreement creates an employment relationship.

11. Confidentiality

11.1 The Creator agrees to keep confidential:

- Client information
- Project briefs

- Pricing and payout structures
 - Any non-public information disclosed by Mediaholic
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12. Termination

12.1 Mediaholic may terminate this Agreement at any time if:

- The Creator breaches this Agreement
- The Creator acts dishonestly or unprofessionally
- Continued participation is no longer viable

12.2 Termination does not affect payment owed for previously approved content.

13. Governing Law

This Agreement is governed by the laws of the Republic of South Africa.

14. Acceptance

By signing this Agreement or confirming acceptance electronically, the Creator confirms that they:

- Have read and understood this Agreement
- Agree to be bound by its terms

SIGNATURES

<p>Creator Name: _____</p> <p>Date of Birth: _____</p> <p>Signature: _____</p> <p>Date: _____</p>	<p>For Mediaholic Marketing (Pty) Ltd</p>
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